

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA
RIGHT OF WAY COMMITTEE MEETING
May 28, 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 FEBRUARY 26, 2025 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, AND THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PROJECT: SR 538 POINCIANA PARKWAY EXTENSION, SEGMENT 538-235

PARCELS: 53-218 A, B, C & D

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

2. REAL ESTATE PURCHASE AGREEMENT BETWEEN PAN AM COMMERCE PARK, LLC, AND THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PROJECT: SR 538 POINCIANA PARKWAY EXTENSION, SEGMENTS 538-234 & 538-235

PARCEL: 53-351

Leslie A. Evans, Associate, Dinsmore & Shohl, LLP (action item)

(CONTINUED ON PAGE 2)

- 3. REAL ESTATE PURCHASE AGREEMENT BETWEEN J. ACQUISITIONS OSCEOLA, LLC, AND THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
PROJECT: SR 538, POINCIANA PARKWAY EXTENSION, SEGMENTS 538-234
PARCEL: 53-352

Leslie A. Evans, Associate, Dinsmore & Shohl, LLP (action item)

- 4. REAL ESTATE PURCHASE AGREEMENT BETWEEN KPB CATTLE LLC AND THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
PROJECT: SR 534, SEGMENT 534-243
PARCELS: 534-350, 534-850

Leslie A. Evans, Associate, Dinsmore & Shohl, LLP (action item)

- 5. A RESOLUTION OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”) DECLARING PROPERTY AS NECESSARY FOR ACQUISITION FOR EXPRESSWAY SYSTEM**
PROJECT: SR 516 LAKE/ORANGE EXPRESSWAY, SEGMENT 516-236
PARCELS: 51-114A-B, 51-122A-B, 51-127A-B

Jay W. Small, Partner, and Chip Skambis, Associate, Dinsmore & Shohl, LLP (action item)

- 6. A RESOLUTION OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”) DECLARING PROPERTY AS NECESSARY FOR ACQUISITION FOR EXPRESSWAY SYSTEM**
PROJECT: SR 516 LAKE/ORANGE EXPRESSWAY, SEGMENT 516-237
PARCELS: 51-131E, 51-131F, 51-131G, 51-131H, 51-131I and 51-132C

David A. Shontz, Partner, Shutts & Bowen LLP (action item)

- 7. A RESOLUTION OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”) DECLARING PROPERTY AS NECESSARY FOR ACQUISITION FOR EXPRESSWAY SYSTEM**
PROJECT: SR 408 WIDENING PROJECT, SEGMENT 408-315A
PARCEL: 31-203

David A. Shontz, Partner, Shutts & Bowen LLP (action item)

E. OTHER BUSINESS

F. ADJOURNMENT

This meeting is open to the public.

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

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

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

C.

**Approval
of
Minutes**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY COMMITTEE MEETING February 26, 2025

Location: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Pelican Conference Room 107

Committee Members Present:

Laura F. Carroll, City of Orlando Representative, Chairman
Tad Calkins, Brevard County Representative
Juan F. Diaz, Citizen Representative
Anita Geraci-Carver, Lake County Representative
Christopher Murvin, Citizen Representative
Neil Newton, Seminole County Representative Alternate
Aida T. Ortiz, Orange County Representative Alternate
Paul Satchfield, Osceola County Representative

CFX Staff Present:

Michelle Maikisch, Executive Director
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 2:00 p.m. by Chairman Carroll.

Chairman Carroll introduced committee members and announced revisions to committee member appointments. She stated that Ms. Aida Ortiz is attending today's meeting for Ms. Mindy Cummings. Ms. Ortiz was recently appointed as the Orange County Representative Alternate. There is also an update from Brevard County. Mr. Tad Calkins, who previously served as the representative alternate, is now the official representative following Mr. John Denninghoff's retirement. Lastly, Chairman Carroll's alternate for the City of Orlando, Mr. Michael Sjuggerud is in the audience.

B. PUBLIC COMMENT

There was no public comment.

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

Mr. Newton noted that in the August 28, 2024 meeting minutes, under item D.1. the sentence before the motion, contains a misspelling of Mr. Small's name. It was incorrectly spelled as "Smalls" and should be corrected to "Small."

A motion was made by Mr. Newton and seconded by Mr. Satchfield to approve the August 28, 2024 Right of Way Committee meeting minutes with the correction of Mr. Small's name as stated above. The motion carried unanimously with all eight (8) Committee members present voting AYE by voice vote.

D. AGENDA ITEMS

D.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

Mr. Richard Milian with Nelson Mullins Riley and Scarborough stated that, as part of the right-of-way acquisition for the Poinciana Parkway Extension (SR 538) project, CFX needs to acquire property in Polk County. He provided details on the property's location and characteristics. He distributed an aerial photograph of the property, attached hereto as "**Exhibit A.**" CFX needs to acquire full fee taking of approximately 8.46 acres for this project and for the relocation of numerous utilities.

Based on appraisal reports by Pinel & Carpenter, Inc., the combined appraised value of the parcels is \$1,032,830.00.

CFX negotiated a purchase price of \$1,200,000.00, reflecting a 16.19% increase from the appraised value, plus title insurance related premium and costs, and other fees and costs related to the closing. This negotiated purchase avoids litigation and additional costs.

A motion was made by Mr. Murvin and seconded by Mr. Satchfield for recommendation of Board approval of the 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, in the amount of \$1,200,000.00, subject to appropriate credits, adjustments and prorations and authorizing the Executive Director or her designee to execute all documents necessary. The motion carried unanimously with all eight (8) Committee members present voting AYE by voice vote.

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

Ms. Angela Wallace, General Counsel, explained that during the construction of SR 408, Project 2.1 and associated facilities (the "Expressway Facilities"), CFX acquired various properties.

She stated that CFX retained ownership of Parcels 312-1 and 312-2, originally acquired for the SR 408 Project 2.1, but no longer needed for the Expressway System. Pursuant to CFX's Property Acquisition, Disposition & Permitting Procedures Manual, Staff and the General Engineering Consultant (GEC) reviewed the parcels and determined they are not required for current or future CFX operations. The GEC certified that disposing of the parcels would not impact the Expressway System.

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

Chairman Carroll clarified that the Orlando Housing Authority and the City of Orlando are unrelated.

A motion was made by Mr. Satchfield and seconded by Mr. Murvin for recommendation of Board approval of the Resolution Declaring Property as Surplus Property Available for Sale, subject to minor or clerical modifications or revisions approved by CFX's General Counsel. The motion carried unanimously with all eight (8) Committee members present voting AYE by voice vote.

E. OTHER BUSINESS

There was no other business discussed.

F. ADJOURNMENT

Chairman Carroll announced that the next Right of Way Committee Meeting is scheduled for March 26, 2025.

Chairman Carroll adjourned the meeting at 2:15 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.

Agenda Items

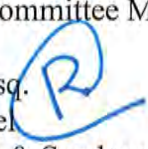
D.1.

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Orlando, FL 32801
T: 407.669.4200 F: 407.425.8377
nelsonmullins.com

MEMORANDUM

TO: CFX Right of Way Committee Members

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

DATE: May 7, 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 Five Thousand and No/100 U.S. Dollars (\$1,205,000.00), which represents an approximately 16.67% increase from the appraised value. Thus, CFX's total costs of the Property would be One Million Two Hundred Five Thousand and No/100 U.S. Dollars (\$1,205,000.00) 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	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 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 I 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.

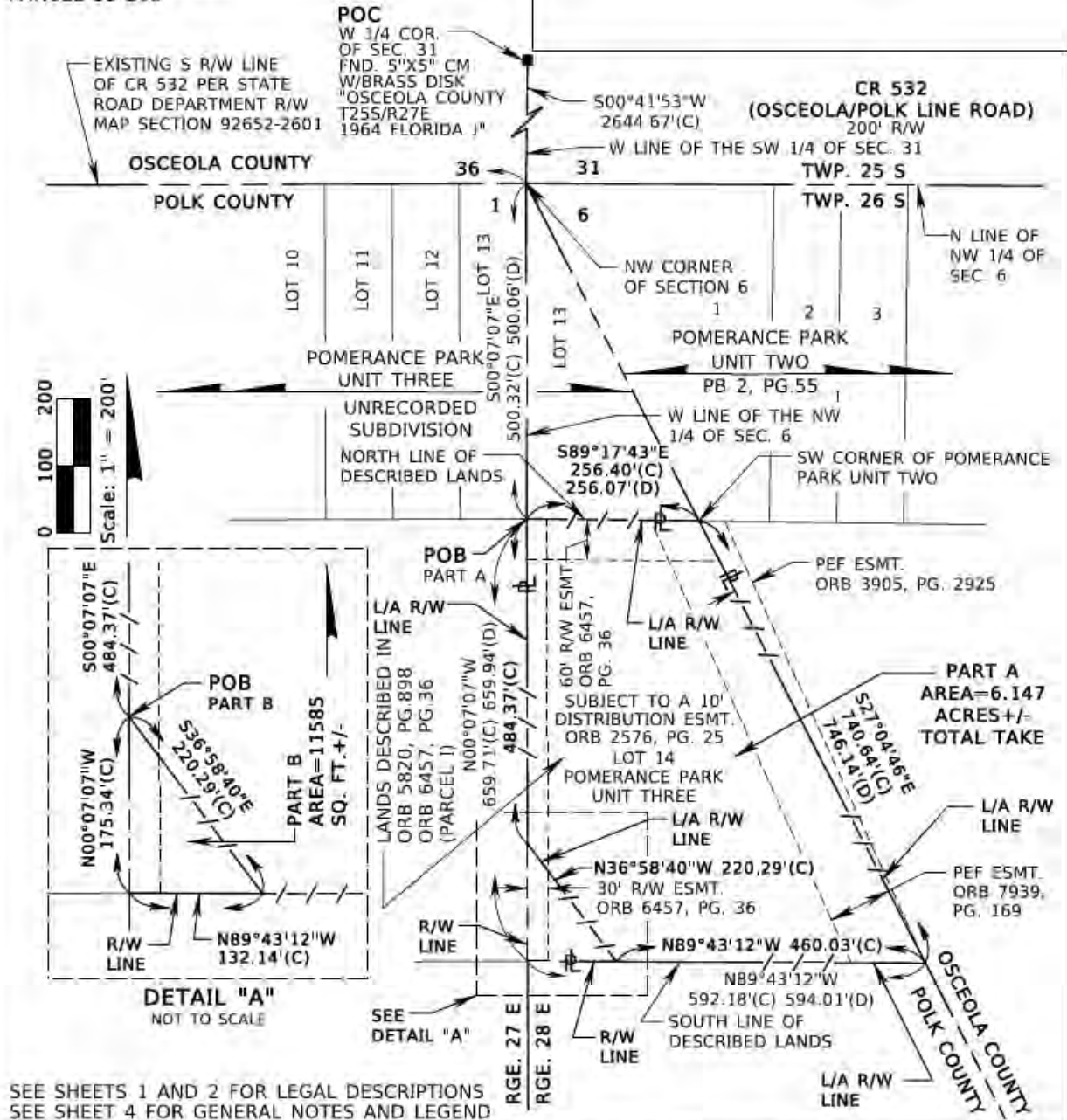
CONTAINING 11585 SQUARE FEET, MORE OR LESS.

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	WRO DESIGN & ENGINEERING, INC. 1B7963 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. 187963 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 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 51-17 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	WBQ DESIGN & ENGINEERING, INC. 1B7963 201 N MAGNOLIA AVE. SUITE 200, ORLANDO, FLORIDA, 32801. PHONE: (407) 839-4300
	DRAWN	R. REBELLO	02/28/2023
	CHECKED	M. SHATTO	03/08/2023
REVISION	BY	DATE	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 I" 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 JUMP & PIG	D.WILLIAMS	07/08/2024		BY	DATE	WRO 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

POC
E 1/4 CORNER
OF SECTION 36
FND. 5"x5" CM
W/BRASS DISK
"OSCEOLA COUNTY
T25S/R27E
1964 FLORIDA J"

EAST LINE
OF SEC. 36

CR 532
(OSCEOLA/POLK LINE ROAD)
200' R/W

N LINE OF THE
NE 1/4 OF
SEC. 1

OSCEOLA COUNTY

POLK COUNTY

SOUTH R/W LINE
OF CR 532 PER
SRD R/W MAP SEC.
92652-2601

L/A R/W
LINE

SUBJECT TO A POWER LINE
ESMT. IN DB 305, PG. 598 &
SUBJECT TO DISTRIBUTION ESMT.
ORB 2525, PG. 334

LOT 11 LOT 12

**POMERANCE PARK
UNIT THREE**

**UNRECORDED
SUBDIVISION**

LOT 13

AREA=0.574 ACRES +/-
TOTAL TAKE

N89°47'42"E
100.00'(C)
100.0'(D)

510.07'(C) 509.88'(D)

25' R/W EASEMENT
ORB 4537, PG. 2038

WESTERLY LINE OF
DESCRIBED LANDS

RGE. 27 E RGE. 28 E

LOT 13

LANDS DESCRIBED
IN ORB 12995, PG. 765
(PARCEL II)

REF. EASEMENT 169
ORB 7939, PG. 169
ITEM NO. 248

OSCEOLA COUNTY
POLK COUNTY

TWP. 25 S

TWP. 26 S

PEF EASEMENT
ORB 7939, PG. 169
ITEM NO. 249

PIPELINE EASEMENT
ORB 4940, PG. 466

10' FLORIDA POWER
& LIGHT CORPORATION

**POMERANCE PARK
UNIT TWO**
PB 2, PG. 55

0 50 100
Scale: 1" = 100'

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			
REVISIONS DESCRIBED IN ORD & PL	D. WILLIAMS	07/26/2024			W/D DESIGN & ENGINEERING, INC. LB/793 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801. PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL NOTES: SHEET 3
RENAME 55-2 FSA TO 53-10C	D. WILLIAMS	07/26/2024		BY	DATE	
PARCELS TO PARCELS E	D. WILLIAMS	05/28/2024	DRAWN	J. J. PIERRE	03/03/2023	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	
						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	LB = LICENSED BUSINESS	P.O.T. = POINT ON TANGENT
AUTHORITY	L/A = LIMITED ACCESS	PT = POINT OF TANGENCY
CO. = COUNTY	MON. = MONUMENTATION/MONUMENT	PROJ. = PROJECT
COR. = CORNER	NO. = NUMBER	R = RADIUS
CM = CONCRETE MONUMENT	N/A = NOT APPLICABLE	RR = RAILROAD
CR = COUNTY ROAD	NL = NAIL	RGE. = RANGE
CSX = CHESSIE SEABOARD CONSOLIDATED	N&D = NAIL & DISK	REF. = REFERENCE
D = DEGREE	NT = NON-TANGENT	R/W = RIGHT OF WAY
(D) = DEED DATA	NTS = NOT TO SCALE	SEC. = SECTION
DB = DEED BOOK	OR = OFFICIAL RECORD	SR = STATE ROAD DEPARTMENT
DR. = DRIVE	ORB = OFFICIAL RECORD BOOK	T = TANGENT
ESMT. = EASEMENT	PG. = PAGE	TB = TANGENT BEARING
Δ = DELTA (CENTRAL ANGLE)	PLS = PROFESSIONAL LAND SURVEYOR	TC = TANGENT TO CURVE
FND. = FOUND	PL = PROPERTY LINE	TWP. = TOWNSHIP
(F) = FIELD DATA	(P) = PLAT DATA	UE = UTILITY EASEMENT
FDOT = FLORIDA DEPARTMENT OF	PB = PLAT BOOK	
TRANSPORTATION		

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

 Martin J Shatto

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	WBO DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 300, ORLANDO, FLORIDA 32801. PHONE: (407) 839-4300	DATA SOURCE:	
RENAME 53-235A TO 53-218C	D.WILLIAMS	07/26/2024					SEE NOTE 3 ABOVE	
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 I" 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.

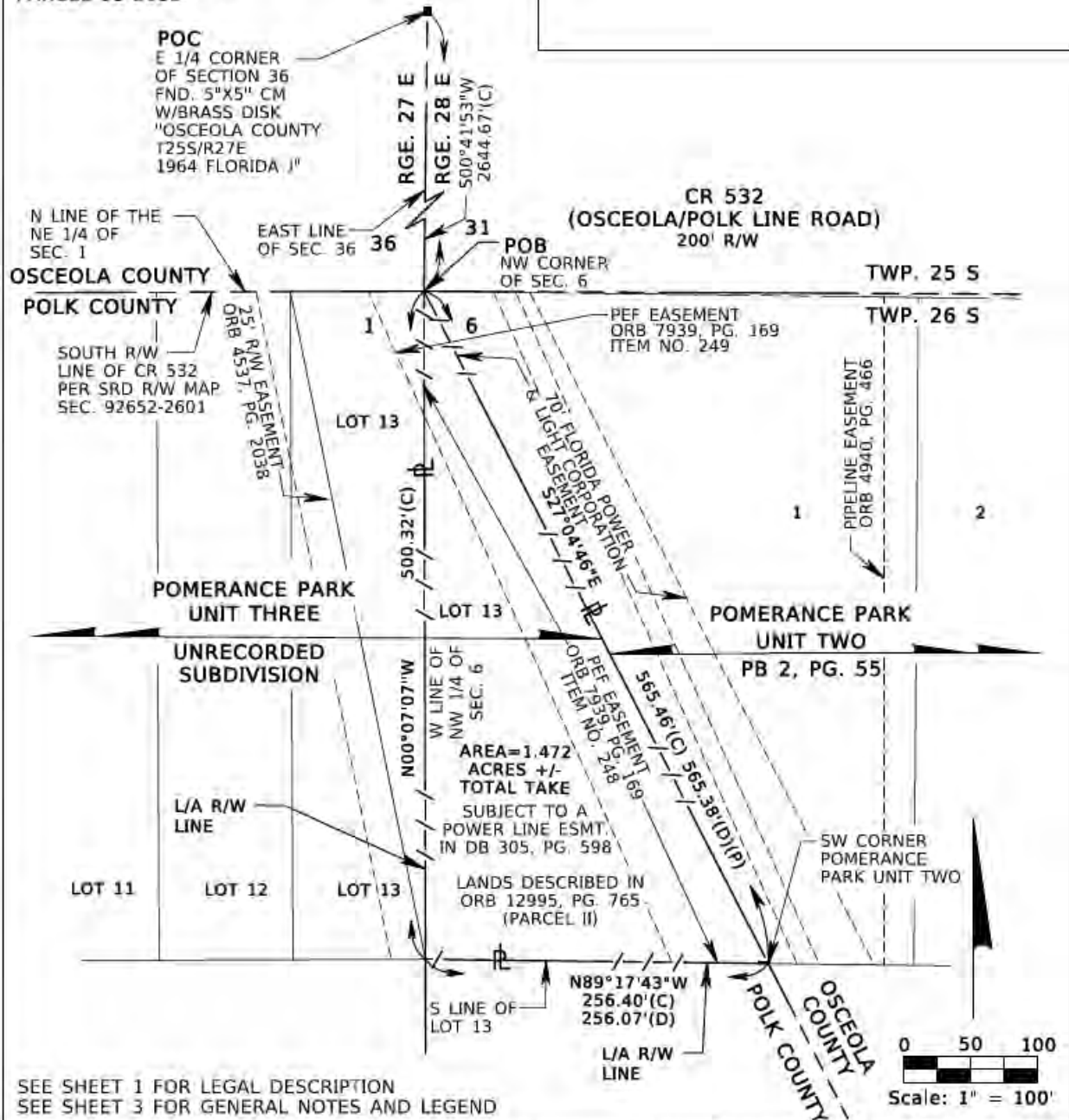
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

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 DBA & INC.	D.WILLIAMS	01/20/2024	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	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
RENAME 53-235B (U 53-218D)	D.WILLIAMS	07/30/2024	WBQ DESIGN & ENGINEERING, INC. LB79E3 207 N MAGNOLIA AVE. SUITE 200, ORLANDO, FLORIDA, 32801. PHONE: (407) 839-8300
PARCEL 1 TO PARCEL 11	D.WILLIAMS	06/20/2024	DATA SOURCE: SEE GENERAL NOTES, SHEET 3
REVISION	BY:	DATE:	SECTION N/A SHEET 2 OF 3
CHECKED	M. SHATTO	03/14/2023	

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
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY	LB = LICENSED BUSINESS	P.O.T. = POINT ON TANGENT
CO. = COUNTY	L/A = LIMITED ACCESS	PT = POINT OF TANGENCY
COR. = CORNER	MON. = MONUMENTATION/MONUMENT	PROJ. = PROJECT
CM = CONCRETE MONUMENT	NO. = NUMBER	R = RADIUS
CR = COUNTY ROAD	N/A = NOT APPLICABLE	RR = RAILROAD
CSX = CHESSIE SEABOARD CONSOLIDATED	NL = NAIL	RGE. = RANGE
D = DEGREE	N&D = NAIL & DISK	REF. = REFERENCE
(D) = DEED DATA	NT = NON-TANGENT	R/W = RIGHT OF WAY
DB = DEED BOOK	NTS = NOT TO SCALE	SEC. = SECTION
DR. = DRIVE	OR = OFFICIAL RECORD	SR = STATE ROAD
ESMT. = EASEMENT	ORB = OFFICIAL RECORD BOOK	SRD = STATE ROAD DEPARTMENT
Δ = DELTA (CENTRAL ANGLE)	PG. = PAGE	T = TANGENT
FND. = FOUND	PLS = PROFESSIONAL LAND SURVEYOR	TB = TANGENT BEARING
(F) = FIELD DATA	PL = PROPERTY LINE	TC = TANGENT TO CURVE
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	(P) = PLAT DATA	TWP. = TOWNSHIP
	PB = PLAT BOOK	UE = UTILITY EASEMENT

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

 **Martin J Shatto** Digitally signed by Martin J Shatto
Date: 2024.07.30 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	W&Q DESIGN & ENGINEERING, INC. 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA 32801, PHONE: (407) 839-4300	LB/963 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

PARCEL NO. 235A&B (TOTAL TAKING)
VACANT LAND
S/S 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

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 Five Thousand and No/100 U.S. Dollars (\$1,205,000.00), 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: Deputy General Counsel
4974 ORL Tower Road
Orlando, Florida 32807
Email: Cristina.Berrios@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:

YONAS Fitwi
Print Name: YONAS Fitwi
Address: 67 FERRY ST APT C
EVERETT MA 02149

Jean Fox
Print Name: JEAN FOX
Address: 61 RICHARDSON ST
WINCHESTER, MA 01890

"SELLER"

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

By: Mario Chiuccariello TR
Mario Chiuccariello, Trustee

Date: 5-7-25

[SEE FOLLOWING PAGE FOR CFX'S SIGNATURE]

Signed, sealed, and delivered
in the presence of:

Print Name: _____

Print Name: _____

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

"CFX"

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Michelle Maikisch, Executive Director

Date: _____

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.

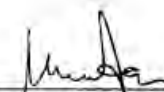
Together with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

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

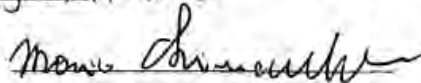
See Death Certificate of Gennaro Donisi (a Trustee) recorded herewith.

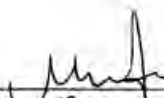
IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed Sealed and delivered in our Presence:

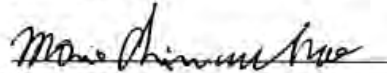
WITNESS SIGNATURE: 
32 Overlea Ave, Saugus MA 01906 Gabriel Jose Gomes De Aguiar

PRINTED NAME:
Mario Chiuccariello



WITNESS SIGNATURE: 
32 Overlea Ave, Saugus MA 01906 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

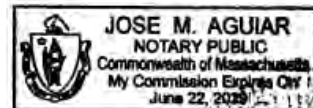


EXHIBIT “B”

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 A
			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 I 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.

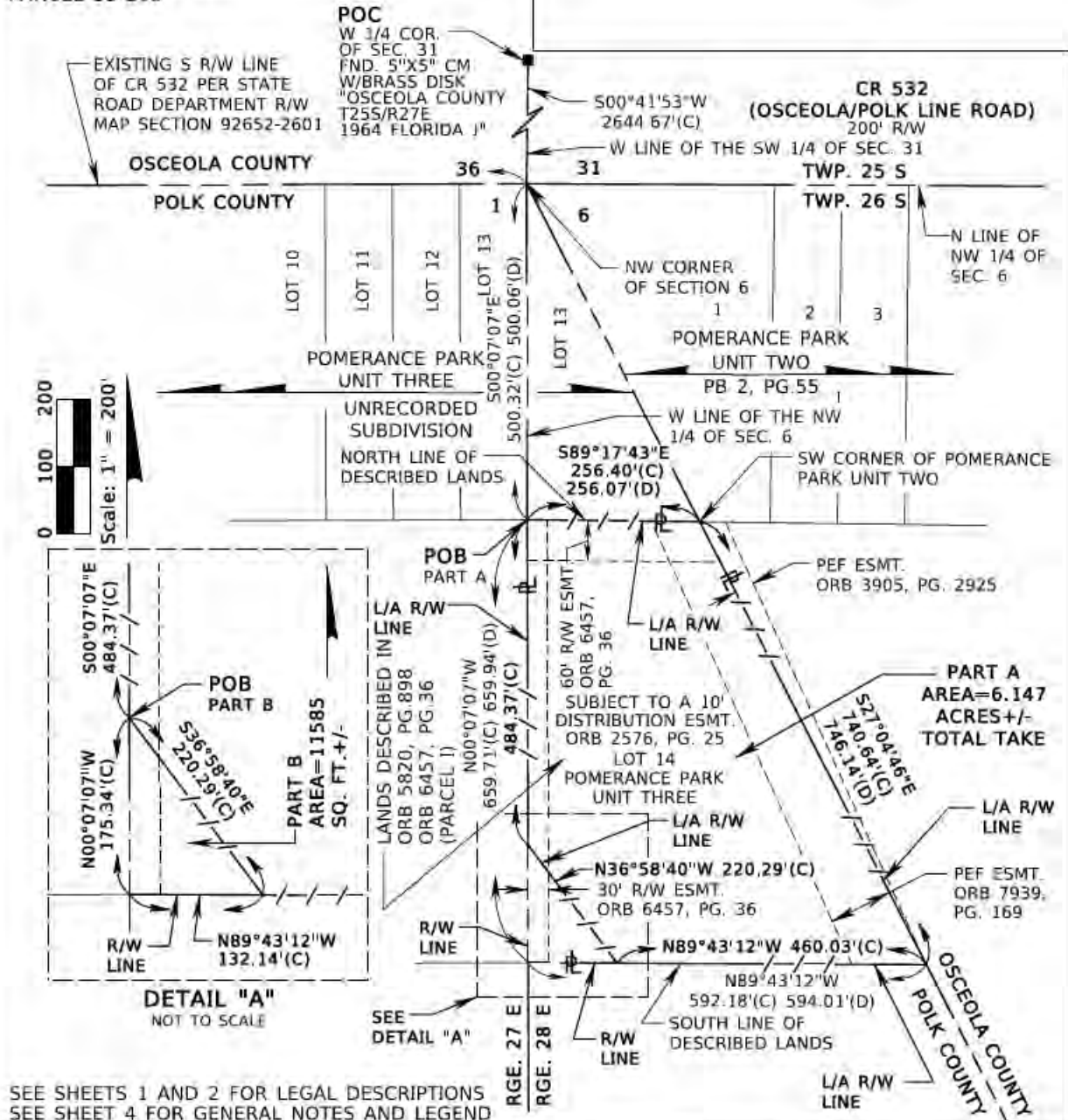
CONTAINING 11585 SQUARE FEET, MORE OR LESS.

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	WRO DESIGN & ENGINEERING, INC. 1B7963 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. 187963 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
CHECKED	M. SHATTO	03/08/2023	
REVISION	BY	DATE	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 51-17 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	WBQ 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 I" 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 JUMP & PIG	D.WILLIAMS	07/08/2024	BY	DATE	WRO 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 1 OF 3

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY				
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY				
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY				
REVISIONS DESCRIBED IN ONE & TWO	D. WILLIAMS	07/26/2024		BY	DATE	WBO DESIGN & ENGINEERING, INC. LB/963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801. PHONE: (407) 835-4300	DATA SOURCE: SEE GENERAL NOTES, SHEET 3
RENAME 55-215A TO 53-218C	D. WILLIAMS	07/26/2024					
PARCELS TO PARCELS	D. WILLIAMS	05/28/2024	DRAWN	J. J. PIERRE	03/03/2023		
REVISION	(BY)	(DATE)	CHECKED	M. SHATTO	03/08/2023	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	LB = LICENSED BUSINESS	P.O.T. = POINT ON TANGENT
AUTHORITY	L/A = LIMITED ACCESS	PT = POINT OF TANGENCY
CO. = COUNTY	MON. = MONUMENTATION/MONUMENT	PROJ. = PROJECT
COR. = CORNER	NO. = NUMBER	R = RADIUS
CM = CONCRETE MONUMENT	N/A = NOT APPLICABLE	RR = RAILROAD
CR = COUNTY ROAD	NL = NAIL	RGE. = RANGE
CSX = CHESSIE SEABOARD CONSOLIDATED	N&D = NAIL & DISK	REF. = REFERENCE
D = DEGREE	NT = NON-TANGENT	R/W = RIGHT OF WAY
(D) = DEED DATA	NTS = NOT TO SCALE	SEC. = SECTION
DB = DEED BOOK	OR = OFFICIAL RECORD	SR = STATE ROAD DEPARTMENT
DR. = DRIVE	ORB = OFFICIAL RECORD BOOK	T = TANGENT
ESMT. = EASEMENT	PG. = PAGE	TB = TANGENT BEARING
Δ = DELTA (CENTRAL ANGLE)	PLS = PROFESSIONAL LAND SURVEYOR	TC = TANGENT TO CURVE
FND. = FOUND	PL = PROPERTY LINE	TWP. = TOWNSHIP
(F) = FIELD DATA	(P) = PLAT DATA	UE = UTILITY EASEMENT
FDOT = FLORIDA DEPARTMENT OF	PB = PLAT BOOK	
TRANSPORTATION		

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

 Martin J Shatto

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	WBO DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 300, ORLANDO, FLORIDA 32801. PHONE: (407) 839-4300	DATA SOURCE:	
RENAME 53-235A TO 53-218C	D.WILLIAMS	07/26/2024					SEE NOTE 3 ABOVE	
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 I" 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.

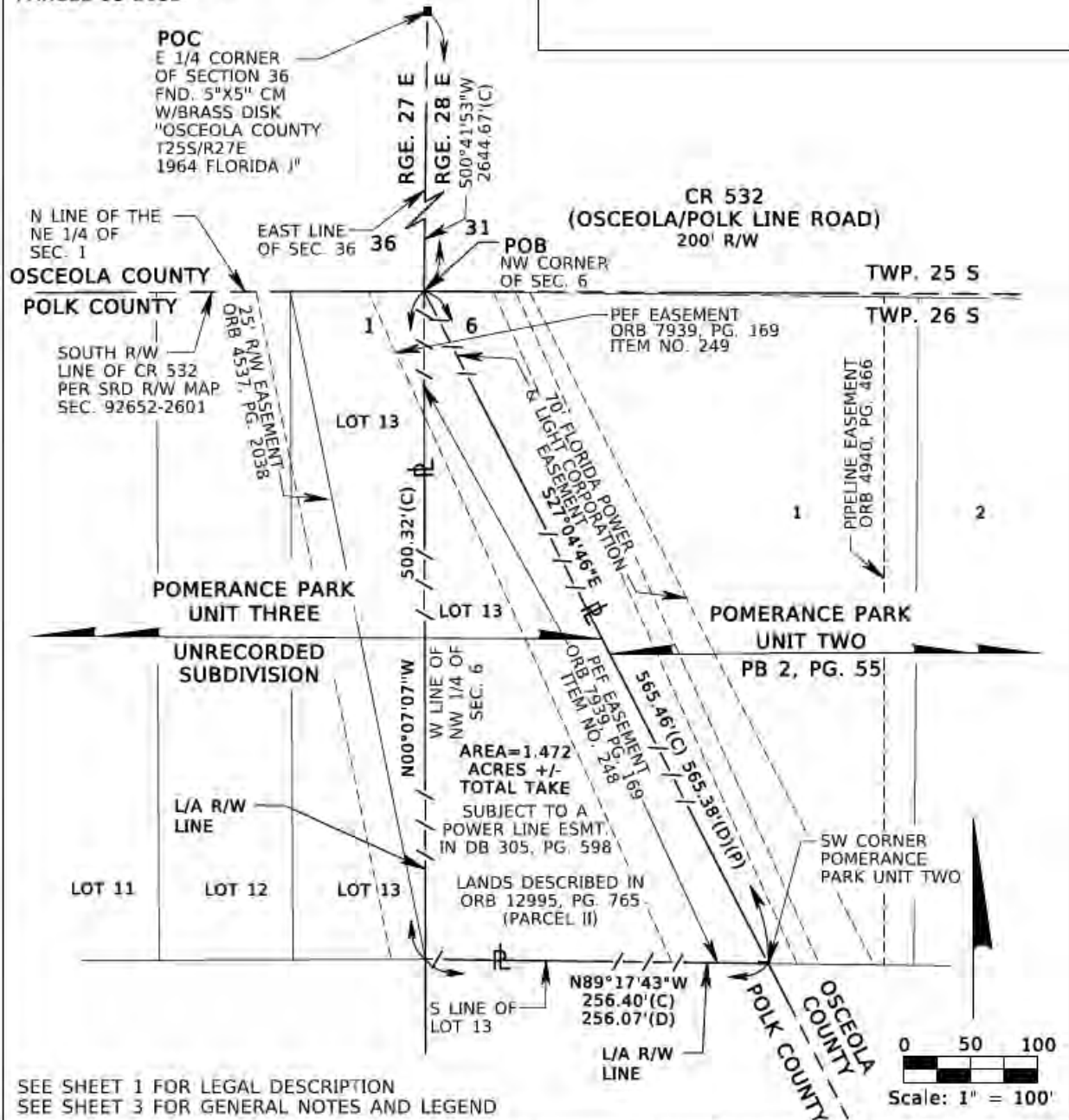
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

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 DBA & INC.	D.WILLIAMS	01/20/2024	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	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
RENAME 53-235B (U 53-218D)	D.WILLIAMS	07/30/2024	WBQ DESIGN & ENGINEERING, INC. LB79E3 207 N MAGNOLIA AVE. SUITE 200, ORLANDO, FLORIDA, 32801. PHONE: (407) 839-8300
PARCEL 1 TO PARCEL 11	D.WILLIAMS	06/20/2024	DATA SOURCE: SEE GENERAL NOTES, SHEET 3
REVISION	BY:	DATE:	SECTION N/A SHEET 2 OF 3
CHECKED	M. SHATTO	03/14/2023	

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
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D = DEGREE	N&D = NAIL & DISK	REF. = REFERENCE
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DR. = DRIVE	OR = OFFICIAL RECORD	SR = STATE ROAD
ESMT. = EASEMENT	ORB = OFFICIAL RECORD BOOK	SRD = STATE ROAD DEPARTMENT
Δ = DELTA (CENTRAL ANGLE)	PG. = PAGE	T = TANGENT
FND. = FOUND	PLS = PROFESSIONAL LAND SURVEYOR	TB = TANGENT BEARING
(F) = FIELD DATA	PL = PROPERTY LINE	TC = TANGENT TO CURVE
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	(P) = PLAT DATA	TWP. = TOWNSHIP
	PB = PLAT BOOK	UE = UTILITY EASEMENT

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

 **Martin J Shatto** Digitally signed by Martin J Shatto
Date: 2024.07.30 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	W&Q DESIGN & ENGINEERING, INC. 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 “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:

“GRANTOR”

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

Print Name: _____

Address: _____

By: _____
Mario Chiuccariello, Individually and as
Trustee

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.

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”

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.

a _____

By: _____

Print Name: _____

Title: _____

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

D.2.




LESLIE A. EVANS
E-MAIL ADDRESS
Leslie.Evans@Dinsmore.com

DIRECT LINE
(407) 367-0056

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Leslie A. Evans 
Right of Way Counsel
Dinsmore & Shohl, LLP

DATE: May 19, 2025

RE: Acquisition of property from Pan Am Commerce Park, LLC
Project: Poinciana Parkway Extension/State Road 538-234
Parcel No.: 53-351

BACKGROUND

The development of the State Road 538, Poinciana Parkway Extension Project ("Project") requires, among other items, that Central Florida Expressway Authority ("CFX"): (1) obtain certain permits and approvals from the South Florida Water Management District ("SFWMD"); and (2) acquire certain property currently owned by SFWMD ("SFWMD Property"). In exchange for such permits and approvals and conveyance of the SFWMD Property to CFX, SFWMD has required that CFX acquire and convey certain property to SFWMD ("Exchange Property"). Such Exchange Property will be used by SFWMD to offset/mitigate against SFWMD's loss of both the SFWMD Property, and any conservation, wetlands, and/or other environmentally sensitive areas impacted by the Project.

CFX intends to acquire the property described and depicted in **Attachment A** attached hereto (the "Property") as one of the requisite Exchange Properties for the Project. The Property encompasses Osceola County Parcel Identification Numbers: (i) R322528-4520000B0010; and (ii) R322528-0000000300000. Based on the legal description and survey, the Property comprises approximately 96.410 +/- acres of vacant, undeveloped land. The Property is currently owned by Robert Shell Jr. and Lena J. Shell; Lorene B. Shell Trust; and Robert L. Shell Sr. Trust (collectively, "Current Owners"). On December 18, 2024, Pan Am Commerce Park, LLC ("Pan Am"), a private developer with plans of developing the Property, entered into a contract with the Current Owners to acquire the Property. Pan Am's contract with the Current Owners pre-dated SFWMD's identification of the Property as a potential Exchange Property.

May 19, 2025
Page 2

CFX and Pan Am negotiated a purchase price of Four Million Seven Hundred Thousand and No/100 Dollars (\$4,700,000.00) for the Property, as described in the Real Estate Purchase and Sale Agreement (the "Agreement") attached as **Attachment B**. With the goal of completing the sale quickly, the Agreement provides for a June 18, 2025, closing date to effectuate the Property's acquisition and conveyance from the Current Owners to Pan Am, and from Pan Am to CFX. Under the Agreement, each party is responsible for its own attorney's fees, expert fees, and costs, and Pan Am is responsible for the cost of title insurance premium and preparation and recordation of the Deed and other closing documents.

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.

ATTACHED EXHIBITS

- A. Description and Depiction of the Property
- B. Real Estate Purchase and Sale Agreement



Attachment “B”

REAL ESTATE PURCHASE AND SALE AGREEMENT

[See next page]

REAL ESTATE PURCHASE AND SALE AGREEMENT
(Project 538-234; Parcel 53-351)

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made and entered into as of the Effective Date (as hereinafter defined), by and between **PAN AM COMMERCE PARK, LLC**, a Florida limited liability company, whose address is 350 South Osceola Avenue, Suite 1, Orlando, Florida 32801, Attn: Michael D. Stuart (“**Seller**”), and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“**Purchaser**”).

W I T N E S S E T H:

WHEREAS, Seller is under contract with Robert Shell Jr. and Lena J. Shell; Lorene B. Shell Trust; and Robert L. Shell Sr. Trust as the current landowner (“**Current Owner**”) dated December 18, 2024, as amended by that certain Addendum to Contract #1 dated February 2, 2025, and as further amended by that certain Addendum to Contract #2 dated March 24, 2025 (the “**Underlying Contract**”) to acquire that certain real property located within Osceola County, Florida consisting of the following Osceola County Parcel Identification Numbers: (i) R322528-4520000B0010, and (ii) R322528-000000300000, collectively comprising 96.410 +/- acres of land, more or less, as more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (collectively, the “**Property**”). The parties acknowledge and agree that **Exhibit “A”** contains a preliminary depiction of the Property, with the actual metes and bounds legal description to be mutually agreed upon by the parties as contained on the Survey (hereinafter defined), as updated, and the parties shall substitute **Exhibit “A”** with an updated legal description and Survey (as applicable) upon final approval by the parties; and

WHEREAS, Seller desires to sell and convey the Property to Purchaser, and Purchaser desires to acquire from Seller the Property in accordance with the terms and conditions set forth herein.

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

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

2. **Agreement to Buy and Sell**. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property 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**” shall also include all of Seller’s right, title, and interest in, to, and under: (i) all tenements, hereditaments, and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings, and

fixtures, if any, situated thereon, (iii) any permits, approvals, authorizations, and licenses relating to or affecting the Property which Purchaser approves, but only to the extent applicable to 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, and (vi) all riparian and other water rights relating to such property and all right, title, or interest of Seller in any body of water situated on, under, or adjacent to such property. Seller further agrees to transfer, assign, and convey to Purchaser at closing, at no additional cost or expense, all of Seller's right, title, and interest, if any, in any permits, authorizations, zoning approvals, vested rights agreements, concurrency reservation agreements, impact fee agreements, impact fee credits, entitlements, concurrency reservations, zoning densities, governmental or third-party approvals, and any other similar entitlements or development rights relating to the Property, but only to the extent applicable to the Property.

4. Purchase Price and Method of Payment. The purchase price to be paid by Purchaser to Seller for the Property shall be **Four Million Seven Hundred Thousand and No/100 Dollars (\$4,700,000.00) ("Purchase Price")**, based upon approximately 96+/- gross acres of land, as certified by the Survey (as defined in Section 5(a) below). The Purchase Price shall be paid as follows:

(a) A deposit is intentionally waived by the parties hereto.

(b) Purchaser shall deliver the full Purchase Price, minus the previously delivered Deposit, if any, to the Closing Agent (as defined in Section 8 below) by wire transfer of immediately available funds at Closing (as hereinafter defined in Section 8 below) which funds shall be deposited into escrow and then applied and disbursed by the Closing Agent in accordance with the procedure, credits, adjustments, and prorations set forth in Section 8 below.

5. Survey and Title Matters.

(a) Survey. Attached hereto as **Exhibit E** and incorporated herein by reference is a survey of the Property (the "**Survey**") as prepared by DC Johnson Associates, a registered surveyor licensed in the State of Florida (the "**Surveyor**"). At the time of the Closing, the Survey, as updated: (i) shall be currently dated; (ii) 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 "A"** attached hereto to be mutually agreed upon by the parties; (iii) shall show, among other things, the location on the Property of all improvements, fences, evidences of abandoned fences, easements, roads, and rights-of-way; (iv) shall identify all roads, easements, and rights-of-way, and in the case of those created by recorded instruments, shall give the recording information for such instruments; (v) shall include the number of gross acres and square feet within the Property; (vi) shall be certified to Seller, Purchaser, Title Company (as defined below); and (vii) 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. Attached hereto as **Exhibit C** and incorporated herein by reference is a title commitment of the Property dated April 22, 2025, naming Purchaser as proposed

insured (the “**Title Commitment**”), as prepared by Fidelity National Title Insurance Company (the “**Title Company**”), issued by Shutts & Bowen LLP (the “**Title Agent**”). The Title Commitment sets forth the state of title to the Property as of the commitment date stated on the Title Commitment (“**Commitment Date**”) together with all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations, and all other encumbrances affecting the Property which would appear in an owner’s policy of title insurance if issued, and requires Seller to obtain fee simple marketable title from the Current Owner as more particularly set forth therein (the “**Title Policy**”). The Title Commitment has initially been based on the legal description of the Property as set forth in Exhibit “A” attached hereto and shall be updated upon the parties’ approval of an updated legal description and Survey of the Property. Purchaser shall have the rights set forth in subparagraph (c) below with respect to any new matters contained on said update or endorsement of the Title Commitment arising after the Commitment Date.

(c) Title and Survey Objection. It is specifically understood and agreed that, without limitation, Purchaser hereby objects to and will require the removal, correction, or deletion of (i) all standard exceptions set forth in the Title Commitment except for taxes for the year of closing and thereafter which are not yet due and payable (subject to a specific reading of the Survey as to any survey exceptions required by the Title Company), (ii) any gap, overlap, boundary dispute, hiatus, or encroachment identified on the Survey which affects the Property and (iii) all mortgages, monetary liens, or similar encumbrances, and Purchaser will require the deletion or satisfaction of all Requirements set forth in Schedule B, Part I of the Title Commitment. Further, it is understood and agreed that Purchaser hereby objects to, and shall require Seller to release the Property of record from, any financial obligation related to any declarations, covenants, and restrictions. The following matters set forth in the Title Commitment and the Survey shall be referred to collectively herein as the “**Permitted Exceptions**”: Items 2, 4, 5, and 6 on Schedule B, Part II.

(d) No Additional Encumbrances. It shall be a condition to Purchaser’s obligation to proceed with Closing that between the Commitment Date and the date of Closing, no new survey or title matter not approved or deemed approved by Purchaser pursuant to this Section 5 shall have arisen, unless the same is either: (i) caused by or through the acts or omissions of Purchaser, (ii) discharged or endorsed over to Purchaser’s reasonable satisfaction in Purchaser’s title policy at Closing; or (iii) consented to or agreed to by Purchaser in writing pursuant to the terms of this Agreement. From and after the Commitment Date, Seller shall not, without obtaining Purchaser’s prior written consent in each instance, create, incur, consent to or permit to exist, any easement, restriction, right-of-way, reservation, mortgage, lien, pledge, encumbrance, lease, license, occupancy agreement, or legal or equitable interest, which in any way affects the Property or any portion thereof (except those called for in this Agreement) other than those of record as of the Commitment 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. Not more than ten (10) days prior to Closing, Seller shall cause the Title Company to update by endorsement the Title Commitment to a date within twenty (20) days of the date of Closing (the “**Update Endorsement**”), which endorsement, together with legible copies of any additional matters identified therein, shall be delivered to Purchaser. If the Update

Endorsement includes any additional requirements in Schedule B-Section I, Seller must satisfy the same prior to Closing at Seller's sole cost and expense unless said new requirements were caused by an action of Purchaser. If the Update Endorsement includes any exceptions in Schedule B-Section II that are not already Permitted Exceptions, then Purchaser shall have the right upon written notice to Seller to extend the Closing Date by up to thirty (30) days to permit Seller to cure such new exception(s), and Seller must take all actions reasonably necessary to delete the same prior to the Closing unless said new exceptions were caused by an action of the Purchaser or unless Purchaser consents in writing to the same as a Permitted Exception prior to Closing; provided, however, Seller shall not be required to expend more than \$50,000.00 or commence any legal proceeding in order to cause such deletion, unless such new exception is caused by the intentional or willful acts of Seller after the initial date of the Survey or Title Commitment as applicable, in which case Seller shall be required to cure such new exception. Notwithstanding any provision contained in this Agreement to the contrary, in addition to Seller's obligation to cure any new title or survey matters caused by the intentional or willful acts of Seller after the initial date of the Survey or Title Commitment as applicable, Seller shall be required to pay and satisfy any mortgages or other liens on the Property at or prior to Closing which can be cleared by the payment of money, other than liens created by Purchaser. Seller's failure to satisfy said requirements and/or delete said exceptions shall be a default under the Agreement by Seller.

6. Inspection Rights.

(a) At all times before Closing, Purchaser shall have the right, in Purchaser's sole discretion and at Purchaser's expense, to perform any and all Inspections (as more particularly defined below) Purchaser 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 Purchaser 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 Purchaser or require Purchaser to relocate any such species, plants, or wetlands, and obtaining an endangered species and habitat report, satisfactory to Purchaser in its sole discretion; and (iii) investigating the physical and economic feasibility of developing the Property, including without limitation obtaining studies (such as topographical, environmental, and engineering studies) and 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 Purchaser in its sole and absolute discretion.

As used herein, "**Hazardous Substances**" shall mean and include all hazardous and toxic substances, wastes, or materials, any pollutants or 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) Delivery of Information Relating to Property. Seller has delivered to Purchaser copies of a Phase I Environmental Report and an Environmental Assessment Report prepared by Bio-Tech Consulting, LLC dated May 13, 2025 (“**Environmental Reports**”).

(c) Access to Property. Purchaser and its agents, employees, and contractors shall at all times before Closing have the right of going upon the Property as needed to inspect, examine, survey, appraise, and otherwise undertake those actions which Purchaser, in its sole discretion, deems necessary or desirable to determine the suitability of the Property for Purchaser’s use or development, including without limitation performing any inspection desired by Purchaser. Said privilege shall include, without limitation, the right to perform appraisals, make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests, and tests to obtain any other information relating to the surface, subsurface, and topographic conditions of the Property, all of the foregoing (hereinafter collectively referred to as the “**Inspections**”) to be performed at Purchaser’s expense. Purchaser covenants and agrees that such activities shall not cause any damage to Seller or the Property and that the Property shall be restored to substantially the same condition as existed immediately prior to Purchaser’s inspection activities pursuant to this Section 6, in the event Purchaser does not acquire same. To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, and within the limits of liability established under Section 768.28, Florida Statutes, Purchaser shall at all times indemnify, save harmless, and defend Seller from and against any and all claims, liabilities, losses, costs, lawsuits, disputes, damages, and expenses (including reasonable attorneys’ fees whether incurred at or before the trial level or in any appellate proceedings) which Seller may suffer, sustain, or incur to the extent arising out of the negligence of Purchaser in the exercise of its rights 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, except to the extent that any such claims, liabilities, losses, costs, lawsuits, disputes, damages, and expenses arise out of or relate to the discovery of a pre-existing condition on the Property or are caused by the Seller’s gross negligence or willful misconduct. This provision shall survive Closing or earlier termination of this Agreement.

7. Conditions Precedent to Purchaser’s Obligation to Close. Purchaser’s obligation to purchase 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) Seller shall have delivered to Purchaser a general warranty deed duly executed and acknowledged conveying marketable fee simple title to the Property to Purchaser free and clear of any tenancies or other rights of any parties in possession, subject only to the Permitted Exceptions and otherwise in a form reasonably acceptable to Purchaser;

(b) Purchaser shall have approved the status of title to the Property in accordance with Section 5 and Title Company shall be in a position to issue the Owner’s Title

Insurance Policy on the Property to Purchaser in the full amount of the Purchase Price, with all Schedule B, Part I requirements met;

(c) There shall have been no material change in the condition or use of the Property since the date of the Environmental Reports;

(d) Seller shall have executed such documents as are reasonably required by Purchaser or its counsel to properly consummate the closing;

(e) 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 and Seller shall sign a certificate to that effect at Closing;

(f) 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;

(g) 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 Purchaser's intended use or development;

(h) The Property shall not have been subjected to or made a part of a homeowners or other property owners association; and

(i) No later than twenty (20) days prior to the Closing Date, Seller shall have delivered to Purchaser copies of any surveys, studies, documents, investigations, tests, leases, licenses, title insurance policies, permits, any association documents, easements, environmental reports and audits, plats, site plans, development plans, and other similar documents or materials in Seller's, or Seller's agents', consultants', employees', or contractors' possession, custody, or control which may aid Purchaser in its investigation of the Property (collectively, the "**Seller's Due Diligence Materials**") and certified in writing to Purchaser its compliance herewith. All of Seller's Due Diligence Materials may be used by Purchaser in such manner as it desires.

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

(k) In the event any of the foregoing conditions or other conditions to this Agreement are not fulfilled or waived by Purchaser prior to the date of Closing, Purchaser may elect, as its sole and exclusive remedy, to: (i) terminate this Agreement, upon which Seller shall return to CFX the Deposit, if any, within ten (10) days after its receipt of such termination notice, (ii) waive any outstanding Conditions to Close and proceed to close and acquire the Property without adjustment to the Purchaser 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. The closing (the “**Closing**”) shall occur at **4:00 p.m. June 18, 2025**, unless the parties otherwise agree in writing as to an earlier time and date (“**Closing Date**”). The Closing shall occur at the offices of the Title Agent (“**Closing Agent**”), or any other place and time which is mutually agreed to in advance in writing by all the parties. Notwithstanding the foregoing, the Closing may occur in escrow by mail, electronic transmission, and/or overnight courier upon mutual agreement of the parties. The Closing Agent shall prepare all documents for Closing and act as escrow agent. The Seller shall have the right to extend the Closing Date for up to an additional fifteen (15) days in order to secure the complete performance of Current Owner under the Underlying Contract, including the execution and delivery of any necessary closing documents to be signed by Current Owner, under the Underlying Contract. The Parties acknowledge and agree that Purchaser’s obligation to close on June 18, 2025, is additionally conditioned on Seller’s delivery of the final closing statement to Purchaser no later than noon on Friday, June 13, 2025, so that Purchaser can deliver the Purchase Price to the Closing Agent by the Closing Date. Accordingly, in the event Seller shall have failed to timely deliver the final closing statement to Purchaser, (i) Purchaser shall not be in default under this Agreement for failure to close on June 18, 2025; and (ii) the Closing Date shall be extended to the date that is five (5) business days after Seller has delivered the final closing statement to Purchaser or other date mutually agreeable between the Parties.

(b) Simultaneous Acquisition and Reconveyance. Prior to the Closing, Purchaser shall deliver the Purchase Price to the Escrow Agent. Seller shall: (i) acquire the Property in accordance with the Underlying Contract, Survey and the title commitment attached hereto and incorporated by reference herein as **Exhibit “D”** (Seller’s Title Commitment”); and (ii) obtain fee simple title to the Property by Warranty Deed from the current landowners with an owner’s policy issued by the Title Company reflecting Seller as the insured and with the removal of Items 1 through 10 on Schedule B, Part I, of the Seller’s Title Commitment, the removal or satisfaction of all additional requirements which may be added by the Title Company, and the removal of all Exceptions on Schedule B, Part II, of the Seller’s Title Commitment other than those corresponding to the Permitted Exceptions being issued by the Title Company to Seller in conjunction therewith. Immediately thereafter, Seller shall convey the Property to the Purchaser in accordance with an updated Survey and Title Commitment that is certified and issued to the Purchaser, and deliver fee simple title to the Property by Warranty Deed as required by Section 8(c) herein with an Owner’s Policy reflecting Purchaser as the insured being issued by the Title Company in conjunction therewith.

(c) Conveyance of Title. At the Closing, Seller shall execute and deliver to Purchaser a general warranty deed conveying fee simple marketable record title to the Property to Purchaser, free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances whatsoever, excepting only the Permitted Exceptions (“**Deed**”). In the event any mortgage, lien, or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Seller prior to Closing, such mortgage, lien, or other encumbrance shall, at Purchaser’s election, be satisfied and paid with the proceeds of the Purchase Price. Seller and Purchaser agree that such affidavits, 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.

(d) 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 “B”** 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.

(e) Prorating of Taxes and Assessments. All real property ad valorem taxes, general and special assessments, and charges applicable to the Property shall be prorated as of the Closing Date between Seller and Purchaser, but specifically excluding all assessments assessed by any property owner’s association, which if any will be paid in full by Seller on or before the 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 Closing Date. At Closing, the Seller shall pay the Purchaser (or the Closing Agent) Seller’s pro rata share as of the Closing Date of such other taxes, assessments, and charges as determined by any and all applicable federal, state, county, municipal, or other governmental department or entity, or any authority, commission, board, bureau, court, community development district, or agency having jurisdiction over the Property (“**Governmental Authority**”). Delivery of such tax payment to Osceola County along with a copy of the Deed and a request to Osceola County Tax Collector to remove the Property from the tax roll at Closing shall be the responsibility of the Closing Agent and shall occur at the Closing. If the real property ad valorem taxes, general assessments, and charges applicable to the Property are not available at Closing, then they shall be estimated based upon the most recent information available, and after the taxes are assessed for the then current year, Purchaser and Seller shall adjust the amount actually due by a new proration based on the actual tax bill and, upon demand, the proper party shall promptly pay the differential in cash to the other party.

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

(g) Closing Costs. Seller shall pay the following Closing costs: (i) all real property transfer and transaction taxes and levies relating to the purchase or sale of the Property, if any, including, without limitation, the documentary stamps which shall be affixed to the Deed, (ii) the title insurance premium for the Title Commitment and Title Policy equal to the Purchase Price to be issued by Title Agent, (iii) the cost of recording the Deed, (iv) preparation and recordation of any instruments necessary to correct title, and (v) all of the real estate sales commissions set forth herein, if applicable. The Closing Agent shall prepare, at Seller’s expense, all Closing documents. Other than the aforementioned document preparation costs, each party

shall pay its own attorneys' fees, expert fees, and costs. Purchaser shall pay for all costs and expenses incurred with respect to its inspections of the Property.

9. Warranties and Representations of Seller. To induce Purchaser 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 Purchaser and shall survive Closing hereunder for a period of twelve (12) months; provided all of such representations, warranties and covenants (whether in this Section 9 or elsewhere in the Agreement) are all subject to the terms and conditions of the Underlying Contract, and are limited, conditioned and to be construed to the extent and in the context that Seller does not now own, occupy or possess the Property and only has the rights and interests of the purchaser under the Underlying Contract, and to the extent assignable, Seller hereby agrees to assign to Purchaser effective as of the Closing all of its rights and interests with respect to representations and warranties made by Current Owner in connection with the transaction contemplated under the Underlying Contract:

(a) That Seller, pursuant to the Underlying Contract and as outlined in Section 8(b) hereinabove, has the right to acquire and shall acquire, 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 Purchaser harmless from any suit or claim, including monetary damages, brought by a tenant or any person or entity asserting a claim of possession.

(c) That Seller has not received any written notice and has no actual knowledge that the Property 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, other than from Purchaser.

(d) That to Seller's knowledge, there are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion or portions thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

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

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

(g) No commitments have been made to any governmental authority (other than Purchaser), utility company, church or other religious body, or any homeowners association, property owners association, or to any other organization, group, or individual, relating to the Property which would impose an obligation upon Purchaser or its successors or assigns to make any contribution or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Property, 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 Substances 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 Substances. 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) Except as set forth in the Underlying Contract, no person or legal entity other than Purchaser 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) All of Seller's representations, warranties, covenants and obligations contained in this Section 9, and elsewhere in this Agreement, are limited, conditioned, and construed to the extent and in the context that Seller as of the date of this Agreement, and until the closing occurs pursuant to the Underlying Contract, does not and has not owned or been in possession or occupancy of the Property, that they are subject to the terms and conditions of the Underlying Contract, and that Seller only has the rights and interests of the purchaser under the Underlying Contract.

(o) 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 Purchaser when first available to Seller; and in the event of any change which may be deemed by Purchaser in its sole discretion to be materially adverse, Purchaser may, at its election, terminate this Agreement. Provided, Purchaser shall not have the right to terminate this Agreement after the closing under the Underlying Contract, unless the foregoing changes which occur relating to any information, documents or exhibits are first known to Seller or Purchaser after the closing under the Underlying Contract. 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 Michael D. Stuart and no others without duty of inquiry or investigation whatsoever. Purchaser acknowledges that Michael D. Stuart 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 Michael D. Stuart.

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

(a) That Purchaser has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Purchaser hereunder.

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

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

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

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, but each of which are all subject to the terms and conditions of the Underlying Contract, and are limited, conditioned and to be construed to the extent and in the context that Seller does not now own, occupy or possess the Property and only has the rights and interests of the purchaser under the Underlying Contract:

(a) From and after the Effective Date and until physical possession of the Property has been delivered to Purchaser, Seller, to the extent of its rights and obligations under the Underlying Contract, 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, to the extent of its rights and obligations under the Underlying Contract, 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) If any, Seller will maintain in full force and effect all policies of insurance now in force, insuring the Property against loss from damage or destruction.

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

(d) From and after the Effective Date, Seller shall not: (i) 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; or (ii) transfer, lease, or convey any of the Property or enter into any agreement to transfer, lease, or convey any of the Property, unless to Purchaser.

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

(f) Except as may be requested by Purchaser, Seller will not take, approve, or consent to change the zoning, use, or permits of or for the Property. Seller will promptly give Purchaser written notice of any information Seller hereafter receives regarding zoning, uses, or permits affecting the Property.

Notwithstanding anything contained herein to the contrary, Seller shall have the right to amend and modify the Underlying Contract, subject to the reasonable prior written consent of Purchaser to the terms of each such amendment or modification. No such amendment or modification shall prohibit or hinder Seller's ability to timely fulfill its obligations under this Agreement.

12. Purchaser's Affirmative Covenants. In addition to the other covenants and undertakings set forth herein, Purchaser affirmatively covenants that, unless the Agreement is terminated, Purchaser shall take such other actions and perform such other obligations as are required to consummate the transaction contemplated hereunder including, without limitation, execution of such documents as are reasonably required by Seller or its counsel to properly consummate the Closing.

13. Defaults.

(a) Pre-Closing Default by Seller. In the event, prior to Closing, and beyond any applicable grace or cure period, 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, Purchaser, in Purchaser's sole discretion, shall be entitled to, as Purchaser's sole and exclusive remedy, to elect either to: (i) enforce specific performance of this Agreement against Seller; provided, however, that if specific performance is unavailable as a remedy as a result of an affirmative act or acts of Seller, the Deposit, if any, shall be returned to Purchaser and Purchaser may also seek to recover its actual damages incurred as a result of Seller's default, up to a maximum of Two Hundred Thousand Dollars (\$200,000.00); or (ii) terminate this Agreement, in which event the Deposit, if any, shall be returned to Purchaser and Purchaser may also seek to recover its actual damages incurred as a result of Seller's default, up to a maximum of Two Hundred Thousand Dollars (\$200,000.00). Purchaser hereby waives all other remedies. 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. Notwithstanding the foregoing, or anything else in this Agreement, Seller shall not be deemed to be in default hereunder, and the Purchaser shall not have the remedies set forth in subsection (i) above, if Seller's failure to perform under this Agreement is solely a result of the failure of the Current Owner to perform its obligations under the Underlying Contract and does not arise from the violation or default by Seller as purchaser under the Underlying Contract or the negligent or willful act or omission of Seller.

(b) Pre-Closing Default by Purchaser. In the event, prior to Closing, Purchaser fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements, or obligations to be performed by Purchaser under the terms and provisions of this Agreement, or in the event that Purchaser fails to timely close the transaction contemplated hereby, Seller's sole and exclusive remedy for any such default shall be, upon giving written notice to

Purchaser as herein provided, to terminate this Agreement and seek to recover its actual damages incurred as a result of Purchaser's default, up to a maximum of Two Hundred Thousand Dollars (\$200,000.00), 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. Seller hereby waives all other remedies. The parties have agreed that Seller's actual damages in the event of a default by Purchaser would be extremely difficult or impracticable to determine. Therefore, the parties acknowledge that retention of the Deposit, if any, has been agreed upon, after negotiation, as the parties' reasonable estimate of Seller's damages and as Seller's sole and exclusive remedy against Purchaser, at law or in equity, in the event of a default under this Agreement on the part of Purchaser.

(c) Post-Closing Default by Seller or Purchaser. 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) Pre-Closing Default by Seller or Purchaser. In the event of a default hereunder, except for a failure to close on the Closing Date for which there is no notice and cure period, the non-defaulting party shall give the defaulting party notice of such default, specifying in reasonable detail the nature of the default. Thereafter, the defaulting party shall have ten (10) days from the date notice of default is given to cure the default; notwithstanding the foregoing, if the default occurs within ten (10) days prior to the Closing Date, the defaulting party shall cure the default no later than 5:00 PM two (2) business days prior to the Closing Date. If the defaulting party cures the default within the aforementioned cure period, it shall not incur any liability to the other party as a result of the default. Each party agrees to reasonably cooperate with the other to cure any default within the aforesaid cure period.

(e) Survival. The provisions of this Section 13 shall expressly survive Closing.

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

15. Risk of Loss; Condemnation. Risk of loss to the Property or any part thereof shall remain with the Seller until the Closing.

(a) If any of the Property is damaged or destroyed (a "casualty event") prior to Closing, then, within three (3) business days following the day when Seller has notice of a casualty event, Seller shall give Purchaser written notice of the casualty event. After the receipt of Seller's notice, Purchaser may elect on or before *the earlier of*: (i) ten (10) business days after the receipt of Seller's notice; *or* (ii) the day of Closing, to: (a) terminate this Agreement and receive a refund of the Deposit, if any, in which event Seller and Purchaser shall be relieved and discharged from any further obligation or liability herein, except as expressly stated otherwise; or (b) proceed to Closing with no adjustment in the Purchase Price, in which event Seller's rights in all proceeds of

any and all insurance related to such casualty event shall be assigned to Purchaser at Closing, and Purchaser shall be entitled to a credit in the amount of Seller's deductible at Closing.

(b) In the event the Property or any portion or portions thereof shall be taken or condemned or be the subject of a bona fide threat of condemnation by any Governmental Authority or entity, other than Purchaser, prior to the Closing Date, Purchaser shall have the option of either: (i) terminating this Agreement by giving written notice thereof to Seller, and Seller shall refund to Purchaser the Deposit, if any, within ten (10) days after its receipt of Purchaser's termination notice, whereupon this Agreement and all rights and obligations created hereunder shall be null and void and of no further force or effect, or (ii) requiring Seller to convey the remaining portion or portions of the Property to Purchaser pursuant to the terms and provisions hereof and to transfer and assign to Purchaser at the Closing all of the right, title, and interest of Seller in and to any award made or to be made by reason of such condemnation. Seller and Purchaser hereby further agree that Purchaser shall have the right to participate in all negotiations with any such Governmental Authority relating to the Property or to the compensation to be paid for any portion or portions thereof condemned by such Governmental Authority or other entity.

16. Broker.

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

(b) Purchaser hereby represents and warrants to Seller that Purchaser has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, and within the limits of liability established under Section 768.28, Florida Statutes, Purchaser hereby indemnifies Seller and agrees to hold Seller free and harmless from and against any and all liability, loss, cost, damage, and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, which Seller shall ever suffer or incur because of any claim by any agent, broker, or finder engaged by Purchaser, whether or not meritorious, for any fee, commission, or other compensation with respect to this Agreement

or to the sale and purchase of the Property contemplated hereby. Purchaser agrees to retain legal counsel to defend Seller against any claim brought by an agent, broker, or finder claiming to have been engaged by Purchaser. Within the limits of Section 768.28, Florida Statutes, if Purchaser refuses to retain legal counsel to defend Seller, Purchaser shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, incurred by Seller in its defense and to pursue Seller's rights to be indemnified by Purchaser.

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:

Purchaser: Central Florida Expressway Authority
Attn: Glenn Pressimone, Chief of Infrastructure
4974 ORL Tower Road
Orlando, Florida 32807
Email: Glenn.Pressimone@cfxway.com

Copy to: Dinsmore & Shohl LLP
Attn: Leslie A. Evans
225 E. Robinson St., Suite 600
Orlando, Florida 32801
Email: Leslie.Evans@Dinsmore.com

Seller: Pan Am Commerce Park, LLC
Attn: Michael D. Stuart
350 S. Osceola Avenue, Suite 1
Orlando, Florida 32801
Email: MDStuart30@gmail.com

Copy to: Keating & Schlitt, P.A.
Attn: John Kingman Keating
250 East Colonial Drive, Suite 300
Orlando, Florida 32801
Email: jkk@Keatlaw.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 Seller arising under this Agreement, may be assigned or delegated by Seller without the written consent of Purchaser. Purchaser may assign its rights and obligations under this Agreement without Owner's prior written consent and upon written notice to Owner.

(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 one of the days designated by Purchaser or the State of Florida as "holidays", to include without limitation: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day. Except as otherwise set forth herein, the last day of any period of time described herein shall be deemed to end at 11:59 p.m. local time in Orange County, Florida.

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

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

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

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

(i) Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, whether as a 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. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such invalid, illegal, or unenforceable provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

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, each party shall bear its own costs, fees, and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal, and legal assistant fees, costs, and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy, or administrative proceeding, or at trial or on appeal and including costs of collection. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted (a) to alter, amend or waive the Purchaser's sovereign immunity of the State of Florida, or its agencies, or any defenses thereto, beyond the waiver provided in Section 768.28, Florida Statutes; or (b) as the consent of the Purchaser to be sued.

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. Purchaser does hereby confer upon the Executive Director or Executive Directory's designee, the authority, without further approval from the Purchaser, to finalize the form of all agreements, amendments, easements, contracts, documents necessary to close the transaction contemplated herein, including, without limitation, closing documents, any documents necessary to address title issues, escrow agreements, letters of credit, agreements, and similar documents set forth in this Agreement, and the Purchaser's signature of those agreements, amendments, easements, contracts, and similar documents is hereby authorized.

24. 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 Purchaser or Seller execute this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

WITNESSES:

[Signature]
Print Name: DONALD CUROTTO

Kathy Moorehead
Print Name: Kathy Moorehead

“SELLER”

PAN AM COMMERCE PARK, LLC,
A Florida limited liability company

By: [Signature]
Print Name: MICHAEL STUART
Title: MANAGER

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 17th day of May, 2025, by Michael D. Stuart as Manager of Pan Am Commerce Park, LLC, a Florida limited liability company, on behalf of the organization. He/she is ☒ personally known to me OR ☐ produced N/A as identification.



DONALD CUROTTO
Commission # HH 191858
Expires November 12, 2025
Bonded Thru Budget Notary Services

[Signature]
Notary Public
Printed Name: DONALD CUROTTO
Commission No.: HH 191858
My Commission Expires: 11/12/25

[Seller's Signature Page to Real Estate Purchase and Sale Agreement]

Signed, sealed, and delivered
in the presence of:

"PURCHASER"

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Print Name: _____


Print Name: _____

By: _____
Christopher Maier, Chairman

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 19th day of May,
2025 for its exclusive use and reliance.

By: 
Leslie A. Evans
Right-of-Way Counsel

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization on this ____ day of _____, 2025, by Christopher Maier, as
Chairman of the Central Florida Expressway Authority, on behalf of the organization. He is
personally known to me OR produced _____ as identification.

NOTARY PUBLIC

Signature of Notary Public - State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

[Purchaser's Signature Page to Real Estate Purchase and Sale Agreement]

EXHIBIT "A"

PROPERTY

All of Block B, ORANGE BLOSSOM ADDITION "WEST" according to the Official Plat thereof, recorded in Plat Book 1, Page 285, of the Public Records of Osceola County, Florida.

LESS AND EXCEPT Lots 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block B, ORANGE BLOSSOM ADDITION "WEST" according to the Official Plat thereof, recorded in Plat Book 1, Page 285, of the Public Records of Osceola County, Florida.

AND

Also that certain tract of land shown on said Plat of ORANGE BLOSSOM ADDITION "WEST", lying directly South of said Block B; said tract being more particularly described as follows:

Beginning at the Southwest corner of Lot 22, of said Block B, run South 1499.85 feet to the Southwest corner of the Southeast 1/4 of Section 32, Township 25 South, Range 28 East, run thence East 2671.6 feet to the Southeast corner of Section 32, Township 25 South, Range 28 East, thence North 1093.6 feet to the Southeast corner of Lot 1 of said Block B, thence along the Southerly boundary of said Block B to the Point of Beginning.

EXHIBIT “B”

DISCLOSURE OF INTERESTS IN REAL PROPERTY

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

FROM: Pan Am Commerce Park, LLC, a Florida limited liability company (the “Seller”)

SUBJECT: Purchase of _____ County Parcel Identification Number(s):

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

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.

[Signatures on following pages]

WITNESSES:

[Signature]

Print Name: DONALD CUROTTO

Kathy Moorehead

Print Name: Kathy Moorehead

"SELLER"

PAN AM COMMERCE PARK, LLC,
a Florida limited liability company

By: [Signature]

Print Name: MICHAEL STUART

Title: MANAGER

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 19th day of May, 2025, by Michael D. Stuart, as Manager of Pan Am Commerce Park, LLC, a Florida limited liability company, on behalf of the organization. He/she is ☒ personally known to me OR ☐ produced N/A as identification.



DONALD CUROTTO
Commission # HH 191858
Expires November 12, 2025
Bonded Thru Budget Notary Services

[Signature]
Notary Public
Printed Name: DONALD CUROTTO
Commission No.: HH 191858
My Commission Expires: 11/12/25

[Seller's Signature Page to Disclosure Of Interests In Real Property Affidavit]

EXHIBIT “C”

TITLE COMMITMENT

[See Attached.]



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Shutts & Bowen LLP
 Issuing Office: 300 South Orange Avenue, Suite 1600
 Orlando, FL 32801
 Issuing Office's ALTA® Registry ID:
 Loan ID Number:
 Commitment Number: 12399541
 Issuing Office File Number: Pan Am/Central Fla Expressway
 Property Address: 0 Old Tampa Hwy.
 Davenport, FL 33896 Davenport, FL 33896
 Revision Number:

SCHEDULE A

1. Commitment Date: 04/22/2025 at: 5:00 PM
2. Policy to be issued:
 - A. 2021 ALTA Owner's Policy with Florida Modifications
 Proposed Insured: Central Florida Expressway Authority, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes
 Proposed Amount of Insurance: \$4,700,000.00
 The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)*

Fee Simple
4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)*

Robert Shell Jr. and Lena Shell, husband and wife by virtue of that certain Warranty Deed recorded September 5, 2019 in Official Records Book 5584, Page 732, of the Public Records of Osceola County, Florida.

AND

Vicki Greene, as Trustee, of the Amended as Restated Lorene B. Shell Trust Agreement dated July, 22, 2011, virtue of that certain Quit Claim deed recorded November 7, 2011 in Official Records Book 4197, Page 386, of the Public Records of Osceola County, Florida.

AND

Robert L. Shell Jr. and Bernard Shell, as Co-Trustees of Trust Agreement of Robert L. Shell Sr. dated December 8, 1975 by virtue of that certain Last Will and Testament recorded in Official Records Book 863, Page 2888, of the Public Records of Osceola County, Florida.

5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

C170B09

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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Countersigned:

By: _____
Authorized Officer or Agent



SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Duly executed Warranty Deed from Robert Shell Jr. and Lena Shell; Vicki Greene, Individually and as Trustee, of the Amended as Restated Lorene B. Shell Trust Agreement dated July, 22, 2011; Robert L. Shell Jr. and Bernard Shell, Individually, and as Co-Trustees of Trust Agreement of Robert L. Shell Sr. dated December 8, 1975, Grantor, to Pan Am Commerce Park, LLC, a Florida limited liability company, Grantee, conveying the land described on Schedule A hereof.

NOTE: Spouse(s) of individual(s), if any, are required to join in the execution of the above required instruments in the event the land is the homestead of the grantor. In addition, confirmation of marital status and non-homestead, where applicable, of grantor(s) must be reflected on the instrument vesting the estate to be insured.

- B. Duly executed Warranty Deed from Pan Am Commerce Park LLC, a Florida limited liability company, Grantor, to Central Florida Expressway Authority, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, Grantee, conveying the land described on Exhibit A hereof.

The Company will require the following as to Pan Am Commerce Park LLC, a Florida limited liability company: ("LLC"):

- i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.
- ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.
- iii. Record an affidavit from the person executing the proposed deed on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member-managed or manager-managed; (c) the identity of the member or manager and the person authorized to execute the deed; and (d) neither the LLC nor any member signing the deed have filed bankruptcy since the LLC acquired title.
- iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.



SCHEDULE B, PART I Requirements

5. An Affidavit in form acceptable to Fidelity National Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating: (1) that there are no parties in possession of the subject property other than said current record owner(s); (2) that there are no encumbrances upon the subject property other than as may be set forth in this Commitment and (3) there are no unrecorded assessments which are due and payable to Osceola County, Florida, and if located within a municipality, service charges for water, sewer, waste and gas, if any, are in fact paid through the date of this Affidavit; and (4) that there have been no improvements made to or upon the subject property within the ninety (90) day period last past (from the date of such affidavit) for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to Fidelity National Title Insurance Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.
6. Record a Certification of Trust for the Amended as Restated Lorene B. Shell Trust Agreement dated July, 22, 2011, meeting the requirements of Section 736.1017, Florida Statutes, executed by the current trustee. The Certification of Trust shall contain the following:
 - A. A statement confirming the existence of the trust and its execution date.
 - B. Identity of the settlor.
 - C. The identity and address of the currently acting trustee.
 - D. The trustee's powers.
 - E. The revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust.
 - F. The authority of co-trustees to sign or otherwise authenticate and whether all or less than all are required in order to exercise powers of the trustee.
 - G. The manner of taking title to trust property.
 - H. The certification must state the trust has not been revoked, modified, or amended in any manner that would cause the representations contained in the certification of trust to be incorrect.

Note:

1. If the current trustee(s) is not named as trustee(s) on the vesting deed, the pertinent pages of the trust and such other supporting documentation as is necessary to establish the successor trustee's authority must be attached as an exhibit.
2. If the settlor of a revocable trust is deceased and the property was his/her homestead, the Certification of Trust must recite that he/she was not survived by a spouse or minor child. Or, if a deceased settlor is survived by a spouse or minor child, please contact the underwriting department for additional requirements.
7. Record a Certification of Trust for the Trust Agreement of Robert L. Shell Sr. dated December 8, 1975, meeting the requirements of Section 736.1017, Florida Statutes, executed by the current trustee. The Certification of Trust shall contain the following:
 - A. A statement confirming the existence of the trust and its execution date.
 - B. Identity of the settlor.
 - C. The identity and address of the currently acting trustee.
 - D. The trustee's powers.
 - E. The revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust.
 - F. The authority of co-trustees to sign or otherwise authenticate and whether all or less than all are required in order to exercise powers of the trustee.



SCHEDULE B, PART I Requirements

G. The manner of taking title to trust property.

H. The certification must state the trust has not been revoked, modified, or amended in any manner that would cause the representations contained in the certification of trust to be incorrect.

Note:

1. If the current trustee(s) is not named as trustee(s) on the vesting deed, the pertinent pages of the trust and such other supporting documentation as is necessary to establish the successor trustee's authority must be attached as an exhibit.

2. If the settlor of a revocable trust is deceased and the property was his/her homestead, the Certification of Trust must recite that he/she was not survived by a spouse or minor child. Or, if a deceased settlor is survived by a spouse or minor child, please contact the underwriting department for additional requirements.

8. Satisfaction or release of that certain Small Claims Stipulation Agreement recorded May 4, 2021 in Official Records Book 5950, Page 327, of the Public Records of Osceola County, Florida, or in the alternative, record a satisfactory Affidavit from Robert L. Shell Jr., that he is not one and the same person as any of those persons similarly named in the above referenced agreement.

9. The search did not disclose any open mortgages of record, therefore the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.

NOTE: The Conveyances to Foreign Entities Act in sections 692.201 - 692.205, Florida Statutes (the "Act"), limits and regulates the purchase, sale and ownership of Florida real property by certain buyers who are associated with "foreign countries of concern," specifically the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro and the Syrian Arab Republic. In connection with the purchase of real property, the Act requires each buyer to provide an affidavit confirming the purchaser is in compliance with the Act. Any loss or damage resulting from a violation of the Act is excluded from coverage under the terms of the Policy.

NOTE: Section 695.26 (1)(c), F.S., provides that no instrument conveying, assigning, encumbering or otherwise disposing of an interest in real property which is executed or acknowledged in Florida shall be recorded by the clerk of court unless the post office address of each witness is legibly printed, typed or stamped upon the instrument. If an instrument containing one or more witnesses is recorded, the witnesses' addresses, as well as their names, should appear below their signatures. A business address may be used.



SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.

NOTE: 2024 Real Property Taxes under Account No. R322528-4520000B0010 are PAID.

NOTE: 2024 Real Property Taxes under Account No. R322528-000000300000 are PAID.

3. Standard Exceptions:

- A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- B. Rights or claims of parties in possession not shown by the public records.
- C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
- D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. The nature, extent or existence of riparian rights or littoral rights is not insured.
6. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of ORANGE BLOSSOM ADDITION WEST, recorded in Plat Book 1, Page 285, of the Public Records of Osceola County, Florida.
7. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

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SCHEDULE B, PART II Exceptions

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this form shall refer to the public records of Osceola County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, 2400 Maitland Center Parkway, Maitland, FL 32751; Telephone 866-632-6200.

Searched By: Andrew McKinniss - andrew.mckinniss@fnf.com



EXHIBIT "A"

All of Block B, ORANGE BLOSSOM ADDITION "WEST" according to the Official Plat thereof, recorded in Plat Book 1, Page 285, of the Public Records of Osceola County, Florida.

LESS AND EXCEPT Lots 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block B, ORANGE BLOSSOM ADDITION "WEST" according to the Official Plat thereof, recorded in Plat Book 1, Page 285, of the Public Records of Osceola County, Florida.

AND

Also that certain tract of land shown on said Plat of ORANGE BLOSSOM ADDITION "WEST", lying directly South of said Block B; said tract being more particularly described as follows:

Beginning at the Southwest corner of Lot 22, of said Block B, run South 1499.85 feet to the Southwest corner of the Southeast 1/4 of Section 32, Township 25 South, Range 28 East, run thence East 2671.6 feet to the Southeast corner of Section 32, Township 25 South, Range 28 East, thence North 1093.6 feet to the Southeast corner of Lot 1 of said Block B, thence along the Southerly boundary of said Block B to the Point of Beginning.

EXHIBIT “D”

SELLER’S TITLE COMMITMENT

[See Attached.]



Fidelity National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Shutts & Bowen LLP
 Issuing Office: 300 South Orange Avenue, Suite 1600
 Orlando, FL 32801
 Issuing Office's ALTA® Registry ID:
 Loan ID Number:
 Commitment Number: 12177361
 Issuing Office File Number: 52740.0042/DJC
 Property Address: Old Tampa Hwy
 Davenport, FL 33896 Davenport, FL 33896
 Revision Number: REV 1A 1/16/2024 ACM

SCHEDULE A

1. Commitment Date: 12/26/2024 at: 5:00 PM
2. Policy to be issued:
 - A. 2021 ALTA Owner's Policy with Florida Modifications
 Proposed Insured: Pan Am Commerce Park, LLC, a Florida limited liability company
 Proposed Amount of Insurance: \$ _____
 The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)*

Fee Simple

4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)*

Robert Shell Jr. and Lena Shell, husband and wife by virtue of that certain Warranty Deed recorded September 5, 2019 in Official Records Book 5584, Page 732, of the Public Records of Osceola County, Florida.

AND

Vicki Greene, as Trustee, of the Amended as Restated Lorene B. Shell Trust Agreement dated July, 22, 2011, virtue of that certain Quit Claim deed recorded November 7, 2011 in Official Records Book 4197, Page 386, of the Public Records of Osceola County, Florida.

AND

Robert L. Shell Jr. and Bernard Shell, as Co-Trustees of Trust Agreement of Robert L. Shell Sr. dated December 8, 1975 by virtue of that certain Last Will and Testament recorded in Official Records Book 863, Page 2888, of the Public Records of Osceola County, Florida.

5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.



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Countersigned:

By: 
Authorized Officer or Agent



SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions. **[TO BE DELETED AT CLOSING]**
2. Pay the agreed amount for the estate or interest to be insured. **[TO BE DELETED AT CLOSING]**
3. Pay the premiums, fees, and charges for the Policy to the Company. **[TO BE DELETED AT CLOSING]**
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records **[TO BE DELETED AT CLOSING]**

- A. Duly executed Warranty Deed from Robert Shell Jr. and Lena Shell; Vicki Greene, Individually and as Trustee, of the Amended as Restated Lorene B. Shell Trust Agreement dated July, 22, 2011; Robert L. Shell Jr. and Bernard Shell, Individually, and as Co-Trustees of Trust Agreement of Robert L. Shell Sr. dated December 8, 1975, Grantor, to Pan Am Property, LLC, a Delaware limited liability company, Grantee, conveying the land described on Schedule A hereof

NOTE: Spouse(s) of individual(s), if any, are required to join in the execution of the above required instruments in the event the land is the homestead of the grantor. In addition, confirmation of marital status and non-homestead, where applicable, of grantor(s) must be reflected on the instrument vesting the estate to be insured.

5. An Affidavit in form acceptable to Fidelity National Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating: (1) that there are no parties in possession of the subject property other than said current record owner(s); (2) that there are no encumbrances upon the subject property other than as may be set forth in this Commitment and (3) there are no unrecorded assessments which are due and payable to Osceola County, Florida, and if located within a municipality, service charges for water, sewer, waste and gas, if any, are in fact paid through the date of this Affidavit; and (4) that there have been no improvements made to or upon the subject property within the ninety (90) day period last past (from the date of such affidavit) for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to Fidelity National Title Insurance Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment. **[TO BE DELETED AT CLOSING]**
6. Record a Certification of Trust for the Amended as Restated Lorene B. Shell Trust Agreement dated July, 22, 2011, meeting the requirements of Section 736.1017, Florida Statutes, executed by the current trustee. The Certification of Trust shall contain the following: **[TO BE DELETED AT CLOSING]**

- A. A statement confirming the existence of the trust and its execution date.
- B. Identity of the settlor.
- C. The identity and address of the currently acting trustee.
- D. The trustee's powers.
- E. The revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust.
- F. The authority of co-trustees to sign or otherwise authenticate and whether all or less than all are required in order to exercise powers of the trustee.

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SCHEDULE B, PART I Requirements

- G. The manner of taking title to trust property.
- H. The certification must state the trust has not been revoked, modified, or amended in any manner that would cause the representations contained in the certification of trust to be incorrect.

Note:

1. If the current trustee(s) is not named as trustee(s) on the vesting deed, the pertinent pages of the trust and such other supporting documentation as is necessary to establish the successor trustee's authority must be attached as an exhibit.
 2. If the settlor of a revocable trust is deceased and the property was his/her homestead, the Certification of Trust must recite that he/she was not survived by a spouse or minor child. Or, if a deceased settlor is survived by a spouse or minor child, please contact the underwriting department for additional requirements.
7. Record a Certification of Trust for the Trust Agreement of Robert L. Shell Sr. dated December 8, 1975, meeting the requirements of Section 736.1017, Florida Statutes, executed by the current trustee. The Certification of Trust shall contain the following: **[TO BE DELETED AT CLOSING]**
- A. A statement confirming the existence of the trust and its execution date.
 - B. Identity of the settlor.
 - C. The identity and address of the currently acting trustee.
 - D. The trustee's powers.
 - E. The revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust.
 - F. The authority of co-trustees to sign or otherwise authenticate and whether all or less than all are required in order to exercise powers of the trustee.
 - G. The manner of taking title to trust property.
 - H. The certification must state the trust has not been revoked, modified, or amended in any manner that would cause the representations contained in the certification of trust to be incorrect.

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1. If the current trustee(s) is not named as trustee(s) on the vesting deed, the pertinent pages of the trust and such other supporting documentation as is necessary to establish the successor trustee's authority must be attached as an exhibit.
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8. Satisfaction or release of that certain Small Claims Stipulation Agreement recorded May 4, 2021 in Official Records Book 5950, Page 327, of the Public Records of Osceola County, Florida, or in the alternative, record a satisfactory Affidavit from Robert L. Shell Jr., that he is not one and the same person as any of those persons similarly named in the above referenced agreement. **[TO BE DELETED AT CLOSING]**
9. Proof of the good standing of Pan Am Commerce Park, LLC, a Florida limited liability company, Grantee, in the State of Delaware.
10. The search did not disclose any open mortgages of record, therefore the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To

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SCHEDULE B, PART I Requirements

delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.

NOTE: The Conveyances to Foreign Entities Act in sections 692.201 - 692.205, Florida Statutes (the "Act"), limits and regulates the purchase, sale and ownership of Florida real property by certain buyers who are associated with "foreign countries of concern," specifically the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro and the Syrian Arab Republic. In connection with the purchase of real property, the Act requires each buyer to provide an affidavit confirming the purchaser is in compliance with the Act. Any loss or damage resulting from a violation of the Act is excluded from coverage under the terms of the Policy.

NOTE: Section 695.26 (1)(c), F.S., provides that no instrument conveying, assigning, encumbering or otherwise disposing of an interest in real property which is executed or acknowledged in Florida shall be recorded by the clerk of court unless the post office address of each witness is legibly printed, typed or stamped upon the instrument. If an instrument containing one or more witnesses is recorded, the witnesses' addresses, as well as their names, should appear below their signatures. A business address may be used.



SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form. **[TO BE DELETED AT CLOSING]**

2. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.

NOTE: 2024 Real Property Taxes under Account No. R322528-4520000B0010 are PAID.

NOTE: 2024 Real Property Taxes under Account No. R322528-000000300000 are PAID.

3. Standard Exceptions: **[TO BE DELETED AT CLOSING]**

- A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- B. Rights or claims of parties in possession not shown by the public records.
- C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
- D. Taxes or assessments which are not shown as existing liens in the public records.

4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.

5. The nature, extent or existence of riparian rights or littoral rights is not insured.

6. Intentionally Deleted.

7. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of ORANGE BLOSSOM ADDITION WEST, recorded in Plat Book 1, Page 285, of the Public Records of Osceola County, Florida.

8. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements. **[TO BE DELETED AT CLOSING]**

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent.

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SCHEDULE B, PART II Exceptions

Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this form shall refer to the public records of Osceola County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, 2400 Maitland Center Parkway, Maitland, FL 32751; Telephone 866-632-6200.

Searched By: Andrew McKinniss - andrew.mckinniss@fnf.com





EXHIBIT "A"

All of Block B, ORANGE BLOSSOM ADDITION "WEST" according to the Official Plat thereof, recorded in Plat Book 1, Page 285, of the Public Records of Osceola County, Florida.

LESS AND EXCEPT Lots 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block B, ORANGE BLOSSOM ADDITION "WEST" according to the Official Plat thereof, recorded in Plat Book 1, Page 285, of the Public Records of Osceola County, Florida.

AND

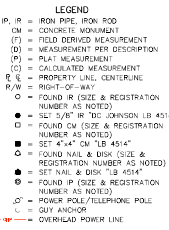
Also that certain tract of land shown on said Plat of ORANGE BLOSSOM ADDITION "WEST", lying directly South of said Block B; said tract being more particularly described as follows:

Beginning at the Southwest corner of Lot 22, of said Block B, run South 1499.85 feet to the Southwest corner of the Southeast 1/4 of Section 32, Township 25 South, Range 28 East, run thence East 2671.6 feet to the Southeast corner of Section 32, Township 25 South, Range 28 East, thence North 1093.6 feet to the Southeast corner of Lot 1 of said Block B, thence along the Southerly boundary of said Block B to the Point of Beginning.

EXHIBIT “E”

SURVEY

[See Attached.]



4. Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing herein shall be construed to give any rights or benefits to anyone other than the user of this survey or to the standards of the Florida Board of Professional Surveyors and the Florida Department of Transportation in Chapter 55-17 Florida Administrative Code.
5. This is a residential title insurance commitment Number 21773786, as issued by Stuts & Rowen LLP, and underwritten by Fidelity National Title Insurance Company, issued 04/22/2023 at 5 p.m. All pertinent matters except leases, liens, mortgages, taxes, and/or other similar financial matters, identified as encumbrances in Schedule A, shall be conclusively presumed to be correct and true. The surveyor does not warrant or represent that the surveyor said Title Insurance Commitment for all matters pertaining to easements, rights-of-way, setback lines, agreements, reservations, or other similar matters.
6. All easements, rights-of-way and/or ownership were furnished to the undersigned except as shown.
7. All underground installations, improvements or encroachments, have been located except those shown herein.
8. Bearings and coordinates shown herein are based on the NAD83 / Florida State Plane Coordinate System, FL-West Projection, (US) with South boundary of the Southeast 1/4 of Section 35, Township 23 South, Range 28 East having a grid bearing of N.99°58'31"W.
9. Bearings and distances shown herein are field measured, unless otherwise indicated.
10. The text for ties to improvements indicates the direction they lie in relation to the boundary.
11. A steel property appraisers' pin is in Flood Zones "X" and "AE" according to FEMA Flood Insurance Map Panel No. 12097C0405G, dated 6/18/2013.
12. Subject property may contain lands that are subject to jurisdiction or restriction by one or more of the following: (a) the State of Florida, (b) the United States of America, (c) the Florida Department of Transportation, (d) the Florida Department of Environmental Protection (F.D.E.P.).
13. The right-of-way for S. Orange Blossom Trail is based on the State of Florida Department of Transportation Map for the year 2000 at 600 at the intersection of S. Orange Blossom Trail and S.W. 26th Avenue.
14. The deed for the subject property appears to contain an error. The metes and bounds portion of the description begins at the southeast corner of the subject and goes to the northeast corner of the southeast 1/4 of the Southeast 1/4 of Township 23 South, Range 28 East; however, the deed does not recognize the plat. The survey has found no record of the 25'-wide platted road along the West side of the subject property being vacated; therefore, the surveyor has gone to the southeast boundary of said platted road for purposes of this survey with an enclosed boundary line of the subject parcel resulting thereby.

CERTIFICATION:
THE SURVEY IS CERTIFIED TO THE FOLLOWING:
Pan Am Commerce Bank, LLC, a Florida limited liability company
Fidelity National Title Insurance Company
Shults & Bowen LLP
Central Florida Expressway Authority, a body corporate and an agency of the State of Florida

SCHEDULE B-II	
Item No. 7	Restrictions, covenants, conditions, easements and other matters as contained on the Plat of ORANGE BLOSSOM ADDITION WEST, recorded in Plat Book 1, Page 285, of the Public Records of Osceola County, Florida. All matters of the plat are shown on the survey.

PROJECT NO: 2025-015401-B000001

SEC. 32 TWP. 25 S. RING. 28 E.

COUNTY: Oneida County

BOUNDARY SURVEY

Pan Am Commerce Park, LLC

Orange Blossom West

DATE: 1" = 100'

SHEET NO: 1 of 1



JOHNSON ASSOCIATES
SURVEYORS, INC.
1000 Lakeshore Drive, Suite 414
Lakewood, CO 80226
Tel: 303.555.5575
Fax: 303.555.5576
www.johnsonassoc.com




ANDREW R. GETZ
1273
STATE OF COLORADO
Professional Engineer

DATE OF FIELD SURVEY: 1/22/2025

D.3.

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Leslie A. Evans
Right of Way Counsel
Dinsmore & Shohl, LLP 

DATE: May 19, 2025

RE: Acquisition of property from J Acquisitions Osceola, LLC
Project: Poinciana Parkway Extension/State Road 538-234
Parcel No.: 53-352

BACKGROUND

The development of the State Road 538, Poinciana Parkway Extension Project ("Project") requires, among other items, that Central Florida Expressway Authority ("CFX"): (1) obtain certain permits and approvals from the South Florida Water Management District ("SFWMD"); and (2) acquire certain property currently owned by SFWMD ("SFWMD Property"). In exchange for such permits and approvals and conveyance of the SFWMD Property to CFX, SFWMD has required that CFX acquire and convey certain property to SFWMD ("Exchange Property"). Such Exchange Property will be used by SFWMD to offset/mitigate against SFWMD's loss of both the SFWMD Property, and any conservation, wetlands, and/or other environmentally sensitive areas impacted by the Project.

CFX intends to acquire the property described and depicted in Attachment A attached hereto (the "Property") as one of the requisite Exchange Properties for the Project. The Property encompasses Osceola County Parcel Identification Number: 23-26-28-000000-40000. Based on the legal description and an existing boundary survey, the Property comprises approximately 81 +/- acres of vacant, undeveloped land. The Property is owned by J Acquisitions Osceola, LLC ("J Acquisitions"). Additionally, under the Agreement J Acquisitions agrees to procure and transfer to CFX temporary access rights to the Property from a nearby right of way.

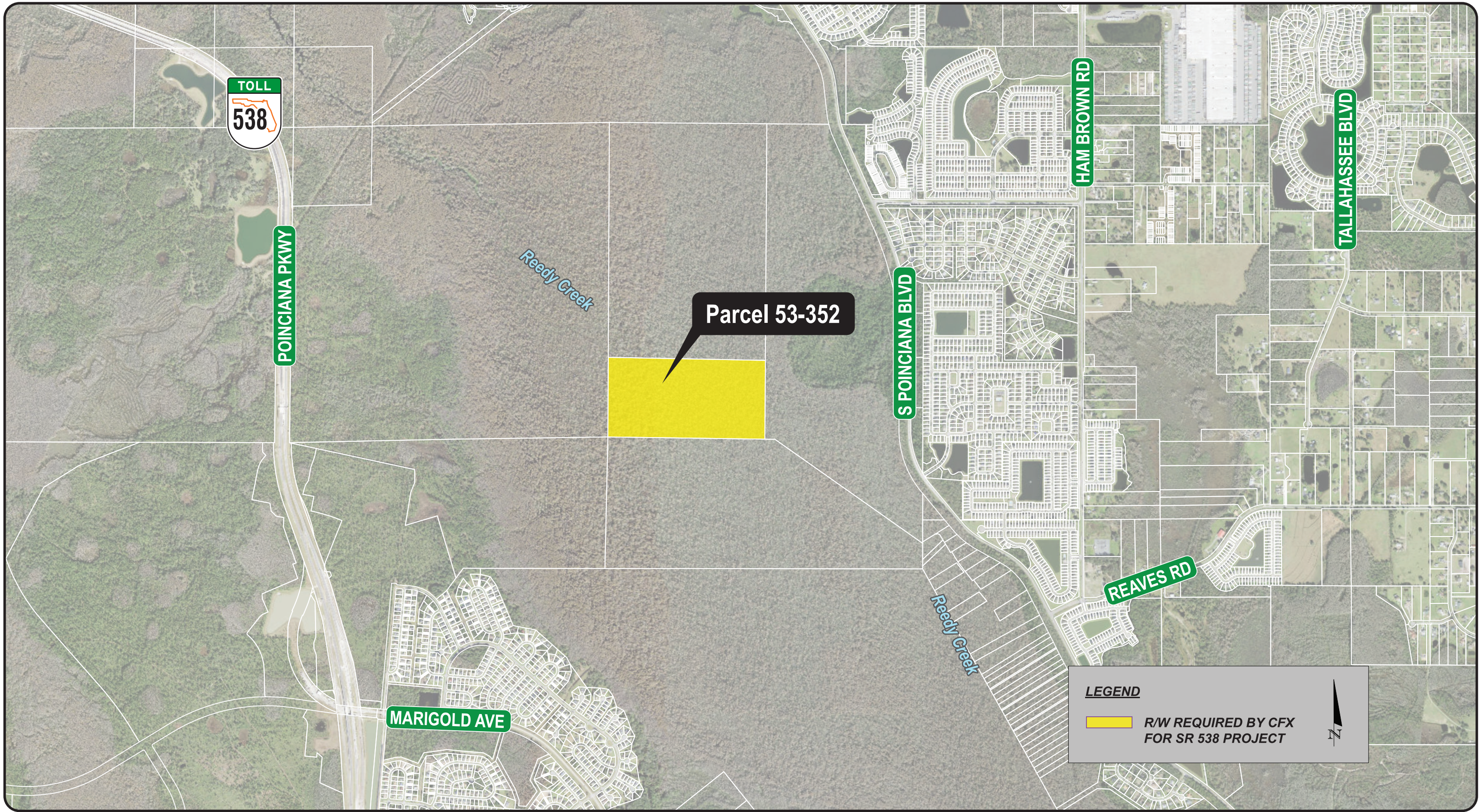
CFX and J Acquisitions negotiated a purchase price of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) for the Property, as described in the Real Estate Purchase and Sale Agreement (the "Agreement") attached as Attachment B. With the goal of completing the sale quickly, while still allowing time for CFX to perform its due diligence, the parties structured this transaction to include a traditional due diligence and title review process, with an anticipated closing on or before July 27, 2025. Under the Agreement, each party is responsible for its own attorney's fees, expert fees, and costs, and J Acquisitions is responsible for the cost of title insurance premium and preparation and recordation of the Deed and other closing documents.

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.

ATTACHED EXHIBITS

- A. Description and Depiction of the Property
- B. Real Estate Purchase and Sale Agreement



Attachment “B”

REAL ESTATE PURCHASE AND SALE AGREEMENT

[See next page]

REAL ESTATE PURCHASE AND SALE AGREEMENT
(Project 538-234; Parcel 53-352)

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into as of the Effective Date (as hereinafter defined), by and between **J ACQUISITIONS OSCEOLA, LLC**, a Florida limited liability company, whose address is 2405 W. Princeton Street, Unit 2, Orlando, Florida 32804 (“**Seller**”), and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“**Purchaser**”).

W I T N E S S E T H:

WHEREAS, Seller is the fee simple owner of that certain real property located within Osceola County, Florida consisting of the following Osceola County Parcel Identification Number: 23-26-28-000000-40000 comprising approximately 81 +/- acres of land, more or less, as more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (collectively, the “**Property**”). The parties acknowledge and agree that **Exhibit “A”** contains a preliminary metes and bounds legal description to be reviewed and confirmed by the parties as contained on the Survey (hereinafter defined), as updated, and the parties, if necessary, shall substitute Exhibit “A” with an updated legal description and Survey (as applicable) upon final approval by the parties; and

WHEREAS, Seller desires to sell and convey the Property to Purchaser, and Purchaser desires to acquire from Seller the Property in accordance with the terms and conditions set forth herein.

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

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

2. Agreement to Buy and Sell. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property 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**” shall also include all of Seller’s right, title, and interest in, to, and under: (i) all tenements, hereditaments, and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings, and fixtures, if any, situated thereon, (iii) any permits, approvals, authorizations, and licenses relating to or affecting the Property which Purchaser approves, but only to the extent applicable to 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, and (vi) all riparian and other water rights relating to such property and all right, title, or interest of Seller in any body of water situated on, under, or adjacent to such property. Seller further agrees to transfer, assign, and convey to Purchaser at closing, at no additional cost or expense, all of Seller's right, title, and interest, if any, in any permits, authorizations, zoning approvals, vested rights agreements, concurrency reservation agreements, impact fee agreements, impact fee credits, entitlements, concurrency reservations, zoning densities, governmental or third-party approvals, and any other similar entitlements or development rights relating to the Property, but only to the extent applicable to the Property.

4. Purchase Price and Method of Payment. The purchase price to be paid by Purchaser to Seller for the Property shall be **TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00) ("Purchase Price")**, based upon approximately 81+/- gross acres of land, as certified by the Survey (as defined in Section 5(a) below). The Purchase Price shall be paid as follows:

(a) A deposit in the amount of **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)** (the "**Deposit**") will be given to Shutts & Bowen LLP, 300 S. Orange Avenue, Suite 1600, Orlando, Florida 32801 ("**Escrow Agent**"), within five (5) business days of the Effective Date of this Agreement, said deposit to be evidenced by a check or wire transfer payable to the Escrow Agent's order, which will be deposited in Escrow Agent's non-interest bearing trust account. The Deposit, if any, will be applied to the Purchase Price at Closing or disbursed as otherwise provided in this Agreement.

(b) Purchaser shall deliver the full Purchase Price, minus the previously delivered Deposit, if any, to the Closing Agent (as defined in Section 8 below) by wire transfer of immediately available funds at Closing (as hereinafter defined in Section 8 below) which funds shall be deposited into escrow and then applied and disbursed by the Closing Agent in accordance with the procedure, credits, adjustments, and prorations set forth in Section 8 below.

5. Survey and Title Matters.

(a) Survey. Attached hereto as **Exhibit C** and incorporated herein by reference is a survey of the Property as prepared by DC Johnson Associates, a registered surveyor licensed in the State of Florida. Unless otherwise waived by Purchaser in writing, Purchaser may, within thirty (30) days after the Effective Date, at its cost, obtain a new current boundary survey (the "**Survey**") and, if desired, of any necessary access easement areas (in which event, such survey shall also be deemed a "Survey" as such term is used in this Agreement) prepared by a registered surveyor, licensed in the State of Florida (the "**Surveyor**"). At the time of the Closing, the Survey, as updated: (i) shall be currently dated; (ii) 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 "A"** attached hereto to be mutually agreed upon by the parties; (iii) shall show, among other things, the location on the Property of all improvements, fences, evidences of abandoned fences, easements, roads, and rights-of-way; (iv) shall identify all roads, easements, and rights-of-way, and in the case of those created by recorded instruments, shall give the recording information for such instruments; (v) shall include the number of gross acres and square feet within the Property; (vi) shall be certified to Seller, Purchaser, Title Company (as defined

below); and (vii) 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. Attached hereto as **Exhibit C** and incorporated herein by reference is a title commitment of the Property dated May 12, 2025 naming Purchaser as proposed insured (the "**Title Commitment**"), as prepared by First American Title Insurance Company (the "**Title Company**"), issued by Shutts & Bowen LLP (the "**Title Agent**"). The Title Commitment sets forth the state of title to the Property as of the commitment date stated on the Title Commitment ("**Commitment Date**") together with all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations, and all other encumbrances affecting the Property which would appear in an owner's policy of title insurance if issued (the "**Title Policy**"). The Title Commitment has initially been based on the legal description of the Property as set forth in Exhibit "A" attached hereto and shall be updated upon the parties' approval of an updated legal description and Survey of the Property. Purchaser shall have the rights set forth in subparagraph (c) below with respect to any new matters contained on said update or endorsement of the Title Commitment arising after the Commitment Date.

(c) Title and Survey Objection. Within fifteen (15) days after the receipt of the later of the Survey and the Title Commitment (as it may be updated based on the Survey) and the documents referred to therein respectively as conditions, exceptions, or reservations to title to the Property (but in any event no earlier than the date which is fifteen (15) days after the Effective Date of this Agreement), Purchaser shall provide Seller with notice of any matters set forth in the Title Commitment or Survey which are unacceptable to Purchaser, which matters shall be referred to herein as "**Title Defects**". Any matters set forth in the Title Commitment or Survey to which Purchaser does not timely object shall be referred to collectively herein as the "**Permitted Exceptions**". Seller shall have seven (7) days after receipt of the aforesaid notice from Purchaser (the "**Seller's Cure Period**") within which to use commercially reasonable efforts to cure such Title Defects to the reasonable satisfaction of Purchaser and the Title Company. In the event Seller fails or refuses to cure any Title Defect(s) within Seller's Cure Period, then Purchaser may at its option by delivering written notice thereof to Seller within seven (7) days after expiration of the Cure Period (i) terminate this Agreement, and thereupon the Agreement shall be deemed null and void and of no further force and effect, the Deposit shall be promptly returned to Purchaser, and no party hereto shall have any further rights, obligations, or liability hereunder except as otherwise provided herein; or (ii) accept title to the Property subject to such Title Defect(s). It is specifically understood and agreed that, without limitation, Purchaser hereby objects to and will require the removal, correction, or deletion of (i) all standard exceptions set forth in the Title Commitment except for taxes for the year of closing and thereafter which are not yet due and payable (subject to a specific reading of the Survey as to any survey exceptions required by the Title Company), (ii) any gap, overlap, boundary dispute, hiatus, or encroachment identified on the Survey which affects the Property and (iii) all mortgages, monetary liens, or similar encumbrances, and Purchaser will require the deletion or satisfaction of all Requirements set forth in Schedule B, Part I of the Title Commitment. Further, it is understood and agreed that Purchaser hereby objects to, and shall require Seller to release the Property of record from, any financial obligation related to any declarations, covenants, and restrictions. The following matters set forth in the Title Commitment and the Survey shall be referred to collectively herein as the "**Permitted Exceptions**": Item 8 on Schedule B, Part II. 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. It shall be a condition to Purchaser's obligation to proceed with Closing that between the Commitment Date and the date of Closing, no new survey or title matter not approved or deemed approved by Purchaser pursuant to this Section 5 shall have arisen, unless the same is either: (i) caused by or through the acts or omissions of Purchaser, (ii) discharged or endorsed over to Purchaser's reasonable satisfaction in Purchaser's title policy at Closing; or (iii) consented to or agreed to by Purchaser in writing pursuant to the terms of this Agreement. From and after the Commitment Date, Seller shall not, without obtaining Purchaser's prior written consent in each instance, create, incur, consent to or permit to exist, any easement, restriction, right-of-way, reservation, mortgage, lien, pledge, encumbrance, lease, license, occupancy agreement, or legal or equitable interest, which in any way affects the Property or any portion thereof (except those called for in this Agreement) other than those of record as of the Commitment 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. Not more than ten (10) days prior to Closing, Seller shall cause the Title Company to update by endorsement the Title Commitment to a date within twenty (20) days of the date of Closing (the "**Update Endorsement**"), which endorsement, together with legible copies of any additional matters identified therein, shall be delivered to Purchaser. If the Update Endorsement includes any additional requirements in Schedule B-Section I, Seller must satisfy the same prior to Closing at Seller's sole cost and expense unless said new requirements were caused by an action of Purchaser. If the Update Endorsement includes any exceptions in Schedule B-Section II that are not already Permitted Exceptions, then Purchaser shall have the right upon written notice to Seller to extend the Closing Date by up to thirty (30) days to permit Seller to cure such new exception(s), and Seller must take all actions reasonably necessary to delete the same prior to the Closing unless said new exceptions were caused by an action of the Purchaser or unless Purchaser consents in writing to the same as a Permitted Exception prior to Closing; provided, however, Seller shall not be required to expend more than \$50,000.00 or commence any legal proceeding in order to cause such deletion, unless such new exception is caused by the intentional or willful acts of Seller after the initial date of the Survey or Title Commitment as applicable, in which case Seller shall be required to cure such new exception. Notwithstanding any provision contained in this Agreement to the contrary, in addition to Seller's obligation to cure any new title or survey matters caused by the intentional or willful acts of Seller after the initial date of the Survey or Title Commitment as applicable, Seller shall be required to pay and satisfy any mortgages or other liens on the Property at or prior to Closing which can be cleared by the payment of money, other than liens created by Purchaser. Seller's failure to satisfy said requirements and/or delete said exceptions shall be a default under the Agreement by Seller.

6. Inspection Rights.

(a) Purchaser shall have thirty (30) days after the Effective Date (the "**Inspection Period**"), to determine, in Purchaser's sole and absolute discretion, that the Property is suitable and satisfactory for Purchaser's use or development. At all times before Closing, Purchaser shall have the right, in Purchaser's sole discretion and at Purchaser's expense, to

perform any and all Inspections (as more particularly defined below) Purchaser 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 Purchaser 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 Purchaser or require Purchaser to relocate any such species, plants, or wetlands, and obtaining an endangered species and habitat report, satisfactory to Purchaser in its sole discretion; and (iii) investigating the physical and economic feasibility of developing the Property, including without limitation obtaining studies (such as topographical, environmental, and engineering studies) and 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 Purchaser in its sole and absolute discretion.

As used herein, “**Hazardous Substances**” shall mean and include all hazardous and toxic substances, wastes, or materials, any pollutants or 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 Purchaser determines, in its sole discretion, which may be exercised for any reason or no reason at all, that it is not desirable or feasible to use or develop the Property or that it is not satisfied as to any other matter set forth in Section 5 or Section 6 above, or any other matter(s) which Purchaser deems relevant, then in such event Purchaser may, in Purchaser’s sole discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Inspection Period, the Deposit shall be refunded in full to Purchaser within ten (10) days after Seller’s receipt of such termination notice, and the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive a termination of this Agreement.

(c) Access to Property. Purchaser and its agents, employees, and contractors shall at all times before Closing have the right of going upon the Property as needed to inspect, examine, survey, appraise, and otherwise undertake those actions which Purchaser, in its sole discretion, deems necessary or desirable to determine the suitability of the Property for Purchaser’s use or development, including without limitation performing any inspection desired by Purchaser. Said privilege shall include, without limitation, the right to perform appraisals, make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests, and tests to obtain any other information relating to the surface, subsurface, and topographic conditions of the Property, all of the foregoing (hereinafter collectively referred to as the “**Inspections**”) to be performed at

Purchaser's expense. Purchaser covenants and agrees that such activities shall not cause any damage to Seller or the Property and that the Property shall be restored to substantially the same condition as existed immediately prior to Purchaser's inspection activities pursuant to this Section 6, in the event Purchaser does not acquire same. To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, and within the limits of liability established under Section 768.28, Florida Statutes, Purchaser shall at all times indemnify, save harmless, and defend Seller from and against any and all claims, liabilities, losses, costs, lawsuits, disputes, damages, and expenses (including reasonable attorneys' fees whether incurred at or before the trial level or in any appellate proceedings) which Seller may suffer, sustain, or incur to the extent arising out of the negligence of Purchaser in the exercise of its rights 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, except to the extent that any such claims, liabilities, losses, costs, lawsuits, disputes, damages, and expenses arise out of or relate to the discovery of a pre-existing condition on the Property or are caused by the Seller's gross negligence or willful misconduct. This provision shall survive Closing or earlier termination of this Agreement.

(d) Access Rights. Seller shall, at its expense, procure for Purchaser, promptly following the Effective Date of this Agreement, any easements, licenses, or other written agreements necessary, as determined by Purchaser in its reasonable discretion, for Purchaser and Purchaser's agents, employees, and contractors to access the Property at all times before Closing to determine the suitability of the Property as provided in this Section 6 and to otherwise inspect the Property before Closing, and to access the Property for a period of no less than three (3) years after Closing, including but not limited to procuring for the benefit of Purchaser the execution by all necessary parties and recording of a temporary easement for access to the Property on terms reasonably acceptable to Purchaser (the "**Access Easement**"). Seller shall have the right upon written notice to Purchaser to extend the Inspection Period by an additional thirty (30) days upon written notice to Purchaser in order to allow Seller to secure such access rights necessary for Purchaser to perform its inspections as contemplated herein, in which event the Closing Date shall also be extended accordingly. In the event Seller is unable to obtain the Access Easement, such failure shall not be deemed a Seller default hereunder. Notwithstanding the provisions of Section 13, Section 7(b), or any other provisions of this Agreement, Purchaser's sole remedy in the event Seller is unable to obtain the Access Easement is to terminate this Agreement, in which event this Agreement, and all rights and obligations arising hereunder, except for those expressly intended to survive such termination, shall be deemed terminated, null and void, and the Deposit, if any, shall be returned to Purchaser.

7. Conditions Precedent to Purchaser's Obligation to Close. Purchaser's obligation to purchase 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) Seller shall have delivered to Purchaser a general warranty deed duly executed and acknowledged conveying marketable fee simple title to the Property to Purchaser free and clear of any tenancies or other rights of any parties in possession, subject only to the Permitted Exceptions and otherwise in a form reasonably acceptable to Purchaser;

(b) Seller shall have procured for Purchaser, and shall deliver to Purchaser effective upon Purchaser's acquisition of title to the Property, any easements, licenses, or other written agreements necessary, as determined by Purchaser in its reasonable discretion, for Purchaser and Purchaser's successors and assigns, to access the Property, including but not limited to procuring for the benefit of Purchaser and its successors and assigns the execution by all necessary parties and recording of the Access Easement.

(c) Purchaser shall have approved the status of title to the Property in accordance with Section 5 and Title Company shall be in a position to issue the Owner's Title Insurance Policy on the Property to Purchaser in the full amount of the Purchase Price, with all Schedule B, Part I requirements met;

(d) Purchaser shall have approved the Property based upon its inspection and investigation pursuant to Section 6 hereof;

(e) Seller shall have executed such documents as are reasonably required by Purchaser or its counsel to properly consummate the closing;

(f) 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 and Seller shall sign a certificate to that effect at Closing;

(g) 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;

(h) 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 Purchaser's intended use or development;

(i) The Property shall not have been subjected to or made a part of a homeowners or other property owners association; and .

(j) No later than twenty (20) days prior to the Closing Date, Seller shall have delivered to Purchaser copies of any surveys, studies, documents, investigations, tests, leases, licenses, title insurance policies, permits, any association documents, easements, environmental reports and audits, plats, site plans, development plans, and other similar documents or materials in Seller's, or Seller's agents', consultants', employees', or contractors' possession, custody, or control which may aid Purchaser in its investigation of the Property (collectively, the "**Seller's Due Diligence Materials**") and certified in writing to Purchaser its compliance herewith. All of Seller's Due Diligence Materials may be used by Purchaser in such manner as it desires.

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

(l) In the event any of the foregoing conditions or other conditions to this Agreement are not fulfilled or waived by Purchaser prior to the date of Closing, Purchaser may elect, as its sole and exclusive remedy, to: (i) terminate this Agreement, upon which Seller shall return to CFX the Deposit, if any, within ten (10) days after its receipt of such termination notice, (ii) waive any outstanding Conditions to Close and proceed to close and acquire the Property without adjustment to the Purchaser 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. The closing (the “**Closing**”) shall occur at **4:00 p.m. on July 27, 2025**, unless the parties otherwise agree in writing as to an earlier time and date (“**Closing Date**”). The Closing shall occur at the offices of the Title Agent (“**Closing Agent**”), or any other place and time which is mutually agreed to in advance in writing by all the parties. Notwithstanding the foregoing, the Closing may occur in escrow by mail, electronic transmission, and/or overnight courier upon mutual agreement of the parties. The Closing Agent shall prepare all documents for Closing and act as escrow agent. The Parties acknowledge and agree that Purchaser’s obligation to close on July 27, 2025 (or such other Closing Date as may be agreed by the parties), is additionally conditioned on Seller’s delivery of the final closing statement to Purchaser no later than five (5) business days before such Closing Date, so that Purchaser can deliver the Purchase Price to the Closing Agent by the Closing Date. Accordingly, in the event Seller shall have failed to timely deliver the final closing statement to Purchaser, (i) Purchaser shall not be in default under this Agreement for failure to close on such Closing Date; and (ii) the Closing Date shall be extended to the date that is five (5) business days after Seller has delivered the final closing statement to Purchaser or other date mutually agreeable between the Parties.

(b) Conveyance of Title. At the Closing, Seller shall execute and deliver to Purchaser a general warranty deed conveying fee simple marketable record title to the Property to Purchaser, free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances whatsoever, excepting only the Permitted Exceptions (“**Deed**”). In the event any mortgage, lien, or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Seller prior to Closing, such mortgage, lien, or other encumbrance shall, at Purchaser’s election, be satisfied and paid with the proceeds of the Purchase Price. Seller and Purchaser agree that such affidavits, 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 “B”** 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. All real property ad valorem taxes, general and special assessments, and charges applicable to the Property shall be prorated as of the Closing Date between Seller and Purchaser, but specifically excluding all assessments assessed by any property owner's association, which if any will be paid in full by Seller on or before the 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 Closing Date. At Closing, the Seller shall pay the Purchaser (or the Closing Agent) Seller's pro rata share as of the Closing Date of such other taxes, assessments, and charges as determined by any and all applicable federal, state, county, municipal, or other governmental department or entity, or any authority, commission, board, bureau, court, community development district, or agency having jurisdiction over the Property ("**Governmental Authority**"). Delivery of such tax payment to Osceola County along with a copy of the Deed and a request to Osceola County Tax Collector to remove the Property from the tax roll at Closing shall be the responsibility of the Closing Agent and shall occur at the Closing. If the real property ad valorem taxes, general assessments, and charges applicable to the Property are not available at Closing, then they shall be estimated based upon the most recent information available, and after the taxes are assessed for the then current year, Purchaser and Seller shall adjust the amount actually due by a new proration based on the actual tax bill and, upon demand, the proper party shall promptly pay the differential in cash to the other party.

(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) all real property transfer and transaction taxes and levies relating to the purchase or sale of the Property, if any, including, without limitation, the documentary stamps which shall be affixed to the Deed, (ii) the title insurance premium for the Title Commitment and Title Policy equal to the Purchase Price to be issued by Title Agent, (iii) the cost of recording the Deed, (iv) preparation and recordation of any instruments necessary to correct title, and (v) all of the real estate sales commissions set forth herein, if applicable. The Closing Agent shall prepare, at Seller's expense, all Closing documents. Other than the aforementioned document preparation costs, each party shall pay its own attorneys' fees, expert fees, and costs. Purchaser shall pay for all costs and expenses incurred with respect to its inspections of the Property.

9. Warranties and Representations of Seller. To induce Purchaser 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 Purchaser and shall survive Closing hereunder for a period of twelve (12) months:

(a) That Seller owns fee simple marketable record title to the Property, free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances

other than the Permitted Exceptions, and there are no tenancy, rental, or other occupancy agreements affecting the Property.

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

(c) That Seller has not received any written notice and has no actual knowledge that the Property 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, other than from Purchaser.

(d) That to Seller's knowledge, there are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion or portions thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

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

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

(g) No commitments have been made to any governmental authority (other than Purchaser), utility company, church or other religious body, or any homeowners association, property owners association, or to any other organization, group, or individual, relating to the Property which would impose an obligation upon Purchaser or its successors or assigns to make any contribution or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Property, 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 Substances 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 Substances. 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 Purchaser 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 Purchaser when first available to Seller; and in the event of any change which may be deemed by Purchaser in its sole discretion to be materially adverse, Purchaser may, at its election, terminate this Agreement. 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 Jeffry B. Fuqua and no others without duty of inquiry or investigation whatsoever. Purchaser acknowledges that Jeffry B. Fuqua 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 Jeffry B. Fuqua.

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

(a) That Purchaser has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Purchaser hereunder.

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

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

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

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 Purchaser, Seller will keep and maintain all of the Property in good order and condition and will comply with and abide by all laws, ordinances, regulations, and restrictions affecting the Property 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) If any, Seller will maintain in full force and effect all policies of insurance now in force, insuring the Property against loss from damage or destruction.

(c) At Closing, Seller shall transfer, assign, and convey to Purchaser and its successors and assigns the Access Easement;

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

(e) From and after the Effective Date, Seller shall not: (i) 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; or (ii) transfer, lease, or convey any of the Property or enter into any agreement to transfer, lease, or convey any of the Property, unless to Purchaser.

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

(g) Except as may be requested by Purchaser, Seller will not take, approve, or consent to change the zoning, use, or permits of or for the Property. Seller will promptly give Purchaser written notice of any information Seller hereafter receives regarding zoning, uses, or permits affecting the Property.

12. Purchaser's Affirmative Covenants. In addition to the other covenants and undertakings set forth herein, Purchaser affirmatively covenants that, unless the Agreement is terminated, Purchaser shall take such other actions and perform such other obligations as are required to consummate the transaction contemplated hereunder including, without limitation, execution of such documents as are reasonably required by Seller or its counsel to properly consummate the Closing.

13. Defaults.

(a) Pre-Closing Default by Seller. In the event, prior to Closing, and beyond any applicable grace or cure period, 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, Purchaser, in Purchaser's sole discretion, shall be entitled to, as Purchaser's sole and exclusive remedy, to elect either to: (i) enforce specific performance of this Agreement against Seller; provided, however, that if specific performance is unavailable as a remedy as a result of an affirmative act or acts of Seller, the Deposit, if any, shall be returned to Purchaser and Purchaser may also seek to recover its actual damages incurred as a result of Seller's default, up to a maximum of Two Hundred Thousand Dollars (\$200,000.00); or (ii) terminate this Agreement, in which event the Deposit, if any, shall be returned to Purchaser and Purchaser may also seek to recover its actual damages incurred as a result of Seller's default, up to a maximum of Two Hundred Thousand Dollars (\$200,000.00). Purchaser hereby waives all other remedies. 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 Purchaser. In the event, prior to Closing, Purchaser fails to comply with or perform any of the conditions to be complied with or any of the covenants,

agreements, or obligations to be performed by Purchaser under the terms and provisions of this Agreement, or in the event that Purchaser fails to timely close the transaction contemplated hereby, Seller's sole and exclusive remedy for any such default shall be, upon giving written notice to Purchaser as herein provided, to terminate this Agreement and seek to recover its actual damages incurred as a result of Purchaser's default, up to a maximum of Two Hundred Thousand Dollars (\$200,000.00), 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. Seller hereby waives all other remedies. The parties have agreed that Seller's actual damages in the event of a default by Purchaser would be extremely difficult or impracticable to determine. Therefore, the parties acknowledge that retention of the Deposit, if any, has been agreed upon, after negotiation, as the parties' reasonable estimate of Seller's damages and as Seller's sole and exclusive remedy against Purchaser, at law or in equity, in the event of a default under this Agreement on the part of Purchaser.

(c) Post-Closing Default by Seller or Purchaser. 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) Pre-Closing Default by Seller or Purchaser. In the event of a default hereunder, except for a failure to close on the Closing Date for which there is no notice and cure period, the non-defaulting party shall give the defaulting party notice of such default, specifying in reasonable detail the nature of the default. Thereafter, the defaulting party shall have ten (10) days from the date notice of default is given to cure the default; notwithstanding the foregoing, if the default occurs within ten (10) days prior to the Closing Date, the defaulting party shall cure the default no later than 5:00 PM two (2) business days prior to the Closing Date. If the defaulting party cures the default within the aforementioned cure period, it shall not incur any liability to the other party as a result of the default. Each party agrees to reasonably cooperate with the other to cure any default within the aforesaid cure period.

(e) Survival. The provisions of this Section 13 shall expressly survive Closing.

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

15. Risk of Loss; Condemnation. Risk of loss to the Property or any part thereof shall remain with the Seller until the Closing.

(a) If any of the Property is damaged or destroyed (a "casualty event") prior to Closing, then, within three (3) business days following the day when Seller has notice of a casualty event, Seller shall give Purchaser written notice of the casualty event. After the receipt of Seller's notice, Purchaser may elect on or before *the earlier of*: (i) ten (10) business days after the receipt of Seller's notice; *or* (ii) the day of Closing, to: (a) terminate this Agreement and receive a refund of the Deposit, if any, in which event Seller and Purchaser shall be relieved and discharged from

any further obligation or liability herein, except as expressly stated otherwise; or (b) proceed to Closing with no adjustment in the Purchase Price, in which event Seller's rights in all proceeds of any and all insurance related to such casualty event shall be assigned to Purchaser at Closing, and Purchaser shall be entitled to a credit in the amount of Seller's deductible at Closing.

(b) In the event the Property or any portion or portions thereof shall be taken or condemned or be the subject of a bona fide threat of condemnation by any Governmental Authority or entity, other than Purchaser, prior to the Closing Date, Purchaser shall have the option of either: (i) terminating this Agreement by giving written notice thereof to Seller, and Seller shall refund to Purchaser the Deposit, if any, within ten (10) days after its receipt of Purchaser's termination notice, whereupon this Agreement and all rights and obligations created hereunder shall be null and void and of no further force or effect, or (ii) requiring Seller to convey the remaining portion or portions of the Property to Purchaser pursuant to the terms and provisions hereof and to transfer and assign to Purchaser at the Closing all of the right, title, and interest of Seller in and to any award made or to be made by reason of such condemnation. Seller and Purchaser hereby further agree that Purchaser shall have the right to participate in all negotiations with any such Governmental Authority relating to the Property or to the compensation to be paid for any portion or portions thereof condemned by such Governmental Authority or other entity.

16. Broker.

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

(b) Purchaser hereby represents and warrants to Seller that Purchaser has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, and within the limits of liability established under Section 768.28, Florida Statutes, Purchaser hereby indemnifies Seller and agrees to hold Seller free and harmless from and against any and all liability, loss, cost, damage, and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, which Seller shall ever

suffer or incur because of any claim by any agent, broker, or finder engaged by Purchaser, whether or not meritorious, for any fee, commission, or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. Purchaser agrees to retain legal counsel to defend Seller against any claim brought by an agent, broker, or finder claiming to have been engaged by Purchaser. Within the limits of Section 768.28, Florida Statutes, if Purchaser refuses to retain legal counsel to defend Seller, Purchaser shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, incurred by Seller in its defense and to pursue Seller's rights to be indemnified by Purchaser.

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:

Purchaser: Central Florida Expressway Authority
Attn: Glenn Pressimone, Chief of Infrastructure
4974 ORL Tower Road
Orlando, Florida 32807
Email: Glenn.Pressimone@cfxway.com

Copy to: Dinsmore & Shohl LLP
Attn: Leslie A. Evans
225 E. Robinson St., Suite 600
Orlando, Florida 32801
Email: Leslie.Evans@Dinsmore.com

Seller: J Acquisitions Osceola, LLC
Attn: Jeffry B Fuqua
2405 W. Princeton Street, Unit 2
Orlando, Florida 32804
Email: jeff@amickinc.com

Copy to: Keating & Schlitt, P.A.
Attn: John Kingman Keating
250 East Colonial Drive, Suite 300
Orlando, Florida 32801
Email: jkk@Keatlaw.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 Seller arising under this Agreement, may be assigned or delegated by Seller without the written consent of Purchaser. Purchaser may assign its rights and obligations under this Agreement without Owner's prior written consent and upon written notice to Owner.

(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 one of the days designated by Purchaser or the State of Florida as "holidays", to include without limitation: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day. Except as otherwise set forth herein, the last day of any period of time described herein shall be deemed to end at 11:59 p.m. local time in Orange County, Florida.

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

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

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

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

(i) Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, whether as a 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. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such invalid, illegal, or unenforceable provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

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, each party shall bear its own costs, fees, and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal, and legal assistant fees, costs, and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy, or administrative proceeding, or at trial or on appeal and including costs of collection. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted (a) to alter, amend or waive the Purchaser's sovereign immunity of the State of Florida, or its agencies, or any defenses thereto, beyond the waiver provided in Section 768.28, Florida Statutes; or (b) as the consent of the Purchaser to be sued.

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. Purchaser does hereby confer upon the Executive Director or Executive Directory's designee, the authority, without further approval from the Purchaser, to finalize the form of all agreements, amendments, easements, contracts, documents necessary to close the transaction contemplated herein, including, without limitation, closing documents, any documents necessary to address title issues, escrow agreements, letters of credit, agreements, and similar documents set forth in this Agreement, and the Purchaser's signature of those agreements, amendments, easements, contracts, and similar documents is hereby authorized.

24. 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 Purchaser or Seller execute this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

WITNESSES:



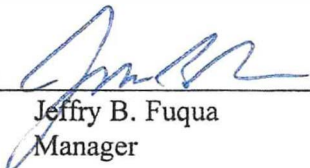
Print Name: DONALD CUROTTO



Print Name: Kathy Morehead

“SELLER”

J ACQUISITIONS OSCEOLA, LLC,
A Florida limited liability company


By: 
Jeffrey B. Fuqua
Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 19th day of May, 2025, by Jeffrey B. Fuqua, as Manager of J Acquisitions Osceola, LLC, a Florida limited liability company, on behalf of the organization. He is ☒ personally known to me OR ☐ produced N/A as identification.



DONALD CUROTTO
Commission # HH 191858
Expires November 12, 2025
Bonded Thru Budget Notary Services


Notary Public
Printed Name: DONALD CUROTTO
Commission No.: HH 191858
My Commission Expires: 11/12/25

[Seller's Signature Page to Real Estate Purchase and Sale Agreement]

Signed, sealed, and delivered
in the presence of:

"PURCHASER"

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Print Name: _____

Print Name: _____

By: _____
Christopher Maier, Chairman

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 19th day of May,
2025 for its exclusive use and reliance.

By: Leslie A. Evans
Leslie A. Evans
Right-of-Way Counsel

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization on this ____ day of _____, 2025, by Christopher Maier, as
Chairman of the Central Florida Expressway Authority, on behalf of the organization. He is
personally known to me OR produced _____ as identification.

NOTARY PUBLIC

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

[Purchaser's Signature Page to Real Estate Purchase and Sale Agreement]

EXHIBIT “A”

PROPERTY

The Land referred to herein below is situated in the County of OSCEOLA, State of Florida, and is described as follows:

The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 23, Township 26 South, Range 28 East, Osceola County, Florida.

EXHIBIT “B”

DISCLOSURE OF INTERESTS IN REAL PROPERTY

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

FROM: J Acquisitions Osceola, LLC, a Florida limited liability company (the “Seller”)

SUBJECT: Purchase of Osceola County Parcel Identification Number(s):

23-26-28-000000-400000

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

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.

[Signatures on following pages]

WITNESSES:

[Signature]
Print Name: DONALD CUROTTO

Kathy Moorehead
Print Name: Kathy Moorehead

"SELLER"

J ACQUISITIONS OSCEOLA, LLC,
a Florida limited liability company

By: [Signature]
Print Name: JEFFRY B. FUGUA
Title: MANAGER

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 19th day of MAY, 2025, by JEFFRY B. FUGUA as MANAGER of J Acquisitions Osceola, LLC, a Florida limited liability company, on behalf of the organization. He is ☒ personally known to me OR ☐ produced N/A as identification.



DONALD CUROTTO
Commission # HH 191858
Expires November 12, 2025
Bonded Thru Budget Notary Services

[Signature]
Notary Public
Printed Name: DONALD CUROTTO
Commission No.: HH 191858
My Commission Expires: 11/12/25

[Seller's Signature Page to Disclosure Of Interests In Real Property Affidavit]

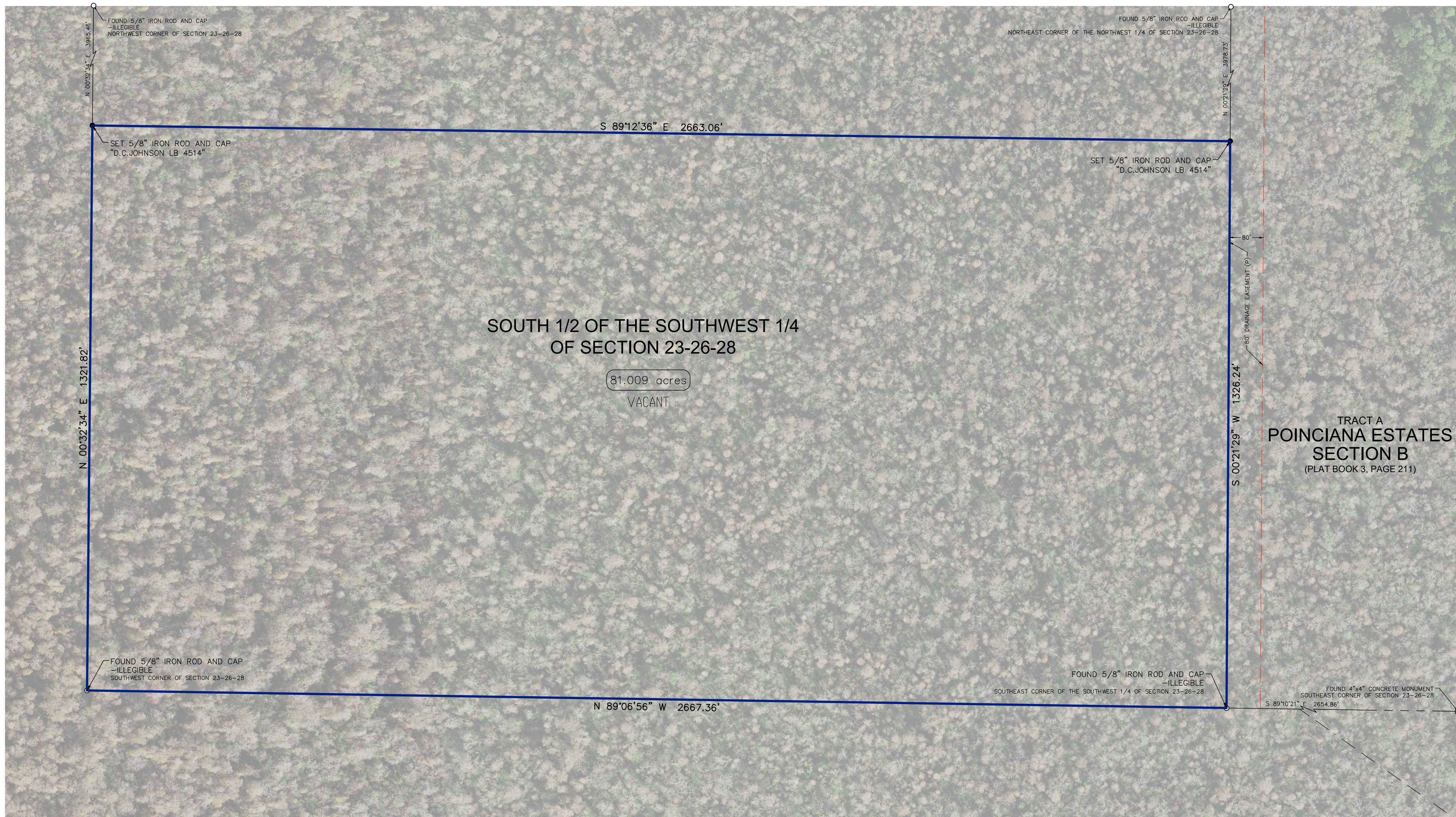
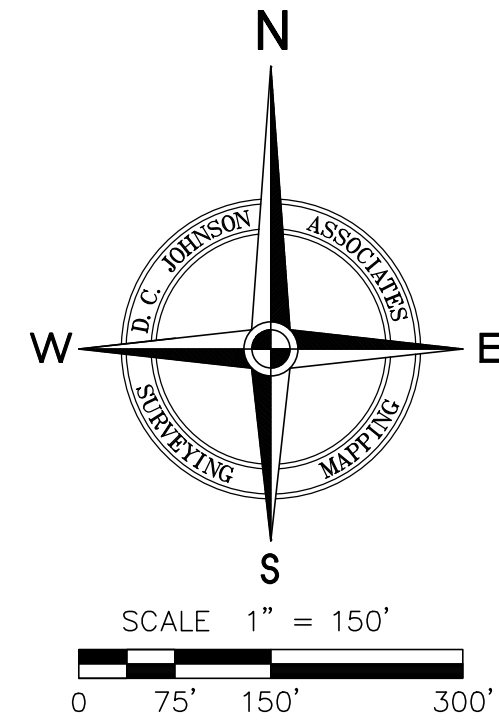
EXHIBIT “C”

SURVEY

[See Attached.]

LEGEND

IP, IR = IRON PIPE, IRON ROD
 CM = CONCRETE MONUMENT
 (F) = FIELD DERIVED MEASUREMENT
 (D) = MEASUREMENT PER DESCRIPTION
 (P) = PLAT MEASUREMENT
 (C) = CALCULATED MEASUREMENT
 R/C = PROPERTY LINE, CENTERLINE
 R/W = RIGHT-OF-WAY
 P.B. = PLAT BOOK
 O.R. = OFFICIAL RECORDS BOOK
 PG. = PAGE
 ○ = FOUND IR (SIZE & REGISTRATION
 NUMBER AS NOTED)
 ● = SET 5/8" IR "DC JOHNSON LB 4514"
 □ = FOUND CM (SIZE & REGISTRATION
 NUMBER AS NOTED)
 ■ = SET 4"x4" CM "LB 4514"
 △ = FOUND NAIL & DISK (SIZE &
 REGISTRATION NUMBER AS NOTED)
 ▲ = SET NAIL & DISK "LB 4514"
 ◎ = FOUND IP (SIZE & REGISTRATION
 NUMBER AS NOTED)



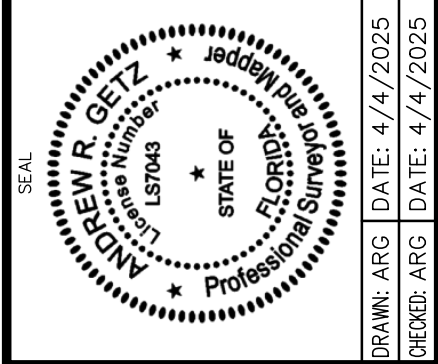
SCHEDULE B-II	
No B-II Items	

DATE	REVISION	BY
5/1/2025	ADD TITLE	DTH
DATE OF FIELD SURVEY: 3/27/2025		

Andrew R. Getz
PLS/PSM License Number 7046

This survey conforms to the "Standards of Practice" set forth by the Florida Board of Surveyors and Mappers in Chapter 59-17 Florida Administrative Code.

Not valid without the signature and original seal of a Florida Licensed Surveyor and Mapper.



BOUNDARY SURVEY			
J Acquisitions Osceola LLC			
Wekiva River Mitigation Bank			
PROJECT NO.: 2025-037A01BG00001			
SEC: 23	TWP: 26 S	RNG: 28 E	COUNTY: Osceola County

SCALE:	1" = 150'
SHEET NO:	1 of 1



**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent: Shutts & Bowen LLP

Issuing Office:

Issuing Office's ALTA® Registry ID:

Commitment Number: 110706995

Issuing Office File Number: 24908.0033/DJC

Property Address: TBD, TBD, FL 00000

Revision Number: R-1 dated May 16, 2025

SCHEDULE A

1. Commitment Date: May 12, 2025 at 8:00 a.m.
2. Policy to be issued:
 - a. ☒ ALTA® Owner's Policy
Proposed Insured: Central Florida Expressway Authority, a body corporate and an agency of the State of Florida
Proposed Amount of Insurance: \$2,800,000.00 [to be confirmed by Seller]
The estate or interest to be insured: See Item 3 below
 - b. ☐ ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
 - c. ☐ ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

J Acquisitions Osceola, LLC, a Florida limited liability company, by virtue of Book 6370, Page 2071
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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Form 50139912 (8-4-22)

Page 1 of 13



Shutts & Bowen LLP

By: _____


Authorized Signatory

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a) Warranty Deed from J Acquisitions Osceola, LLC, a Florida limited liability company, to Central Florida Expressway Authority, a body corporate and an agency of the State of Florida. In connection with said deed, we will further require regarding the grantor:
 - i. Production of a copy of the articles of organization and operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;
 - ii. That said deed shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;
 - iii. If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;
 - iv. Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;
 - v. Certificate from the Secretary of State (or other governmental agency designated for the filing of the Enabling Documents) of said limited liability company's domicile, showing the

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Form 50139912 (8-4-22)

Page 3 of 13



limited liability company to have been formed prior to the date of acquisition, together with proof as to the current status of said limited liability company;

vi. Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and

vii. The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

5. INTENTIONALLY DELETED

NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

6. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
7. Execution at time of closing of the Seller/Owner's Affidavit by owners herein disclosing all facts relative to mechanics', laborers' and materialmens' liens and all facts relevant to parties in possession of the premises to be insured at time of closing. The Company reserves the right to make additional requirements in relation thereto.
8. Proof of payment of taxes and assessments for the year 2024, and prior years, plus any penalties and interest.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2024 taxes show **PAID**. The gross amount is \$124.90 for Tax Identification No. R232628-000000400000.

NOTE: Florida Statutes, Sections 692.201-692.205, "Conveyances to Foreign Entities" (the "Statute"), effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. Pursuant to such Statute, at the time of purchase of real property in Florida, each Buyer must provide an Affidavit that the proposed Insured is not a foreign principal from a foreign country of concern that is restricted from acquiring the Land set forth on Schedule A. In compliance with the statute, Florida Real Estate Commission adopted Rule 61J2-10.200, F.A.C., which established the approved forms for such Affidavits (one for natural persons and one for entities). These affidavits will be provided upon request. Any loss or damage incurred as a result of a violation of this Statute is excluded from coverage under the terms of a title insurance policy. Further, the Company will not knowingly close or insure a transaction that violates this Statute.

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Page 4 of 13



Issuing Office File Number: 24908.0033/DJC

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.

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NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

The Standard Exception for any minerals or mineral rights leased, granted or retained by current or prior owners is hereby deleted.

9. The public records do not show any legal right of access to or from the land, and, by reason thereof, the Company does not insure any right of access to and from the insured property.
10. Any adverse ownership claim by the State of Florida by right of sovereignty to any part of the Land that is, as of the Date of Policy or was at any time previously, under water (submerged).
11. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

Searched by: Sandra Taylor/Commercial Title Examiner - (407)691-5247 - sandtaylor@firstam.com

Note: All of the recording information contained herein refers to the Public Records of OSCEOLA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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Form 50139912 (8-4-22)



First American Title Insurance Company
PO Box 776123
Chicago, IL 60677-6123
Phn - (727)549-3200
Fax - (866)265-4386

May 16, 2025

Re: File #110706995
Property Address: TBD, TBD, FL 00000

REISSUE CREDIT NOTICE

Issued by

First American Title Insurance Company

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

REFINANCE TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

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EXHIBIT A

The Land referred to herein below is situated in the County of OSCEOLA, State of Florida, and is described as follows:

The South 1/2 of the Southwest 1/4 of Section 23, Township 26 South, Range 28 East, Osceola County, Florida.

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

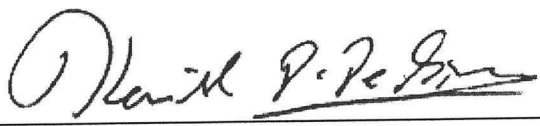
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;

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Form 50139912 (8-4-22)

Page 10 of 13



- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an

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- agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. PRO-FORMA POLICY
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. CLAIMS PROCEDURES
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. ARBITRATION
The Policy contains an arbitration clause as follows:
- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
 - b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*
 - c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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Form 50139912 (8-4-22)

D.4.



LESLIE A. EVANS

E-MAIL ADDRESS


Leslie.Evans@Dinsmore.com

DIRECT LINE

(407) 367-0056

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Leslie A. Evans
Right of Way Counsel
Dinsmore & Shohl, LLP 

DATE: May 21, 2025

RE: Real Estate Purchase Agreement between KPB Cattle LLC and CFX
Project: State Road 534-243
Parcel Nos.: 534-350 (Subject Property); 534-850 (Permanent Access Easement)

BACKGROUND

In connection with the development of the State Road 534 Project ("Project"), the Central Florida Expressway Authority ("CFX") is working together with the South Florida Water Management District ("SFWMD") to further CFX's objective to offset/mitigate against any conservation, wetlands, and/or other environmentally sensitive areas impacted by the Project.

Central Florida Expressway Authority ("CFX") desires to acquire the property described and depicted in **Attachment A** attached hereto (the "Property") to secure the release of a conservation easement in support of the Project. The Property encompasses Osceola County Parcel Identification Numbers: (i) 26-27-31-0000-0010-0000; (ii) 27-27-31-0000-0020-0000; (iii) 34-27-31-0000-0010-0000; and (iv) 35-27-31-0000-0010-0000. Based on the legal description, the Property collectively comprise approximately 882 +/- acres of land. The Property is owned by KPB Cattle LLC ("KPB Cattle"). Together with the Property, KPB Cattle agreed to procure and transfer to CFX a 30-foot wide permanent access easement to the Property from Canoe Creek Road, as depicted in **Attachment A** attached hereto ("Permanent Access Easement").

CFX and KPB Cattle negotiated a purchase price of Nine Million Seven Hundred Two Thousand and No/100 Dollars (\$9,702,000.00) for the Property, as described in the Real Estate Purchase Agreement (the "Agreement") attached as **Attachment B**. The parties structured this transaction to include a traditional due diligence and title review process, with an inspection

May 21, 2025

Page 2

period of thirty (30) days and the closing to occur fifteen (15) days thereafter. Under the Agreement, KPB Cattle agrees to: (i) acquire and convey to CFX certain oil, gas, and mineral rights with respect to the Property; and (ii) procure for CFX's benefit the Permanent Access Easement. The purchase price is consistent with sales of nearby tracts and appraisals of similar properties in the area developed by CFX's appraiser, Pinel & Carpenter, Inc. Under the Agreement, each party is responsible for its own attorney's fees, expert fees, and costs, and KPB Cattle is responsible for the cost of title insurance premium and preparation and recordation of the Deed and other closing documents.

REQUEST

A recommendation for Board approval of the Real Estate Purchase Agreement between KPB Cattle LLC and CFX and authorization to the Executive Director or her designee to execute all documents necessary to complete the transaction, with the authority to approve any non-substantial changes as approved by legal counsel.

ATTACHED EXHIBITS

A. Description and Depiction of the Property and Permanent Access Easement

B. Real Estate Purchase Agreement



Attachment “B”

REAL ESTATE PURCHASE AGREEMENT

[See next page]

REAL ESTATE PURCHASE AGREEMENT
(Project 534-243; Parcels 534-350 and 534-850)

THIS REAL ESTATE PURCHASE AGREEMENT (“**Agreement**”) is made and entered into as of the Effective Date (as hereinafter defined), by and between **KPB CATTLE LLC**, a Florida limited liability company, whose address is P.O. Box 426, Lorida, FL 33857, Attn: _____ (“**Seller**”), and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“**Purchaser**”).

W I T N E S S E T H:

WHEREAS, Seller is the fee simple owner of that certain real property located within Osceola County, Florida comprising approximately 882 +/- acres of land, as more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (collectively, the “**Property**” and constituting Purchaser’s Parcel 534-350). The parties acknowledge and agree that **Exhibit “A”** contains the legal description and a graphic depiction of the Property and may, upon mutual agreement of the parties, be replaced with the Survey (as hereinafter defined) and an updated legal description as contained on the Survey; and

WHEREAS, Seller desires to sell and convey the Property to Purchaser, and Purchaser desires to acquire from Seller the Property in accordance with the terms and conditions set forth herein.

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

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

2. **Agreement to Buy and Sell**. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property 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” shall also include all of Seller’s right, title, and interest in, to, and under: (i) all tenements, hereditaments, and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings, and fixtures, if any, situated thereon, (iii) any permits, approvals, authorizations, and licenses relating to or affecting the Property which Purchaser approves, but only to the extent applicable to 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, (vi) all riparian and other water rights relating to such property and all right, title, or interest of Seller in any body of water

situated on, under, or adjacent to such property; and (vii) all surface and subsurface rights, title, and interest relating to or affecting such Property, including but not limited to oil, gas, and mineral rights. Seller further agrees to transfer, assign, and convey to Purchaser at closing, at no additional cost or expense, all of Seller's right, title, and interest, if any, in any permits, authorizations, zoning approvals, vested rights agreements, concurrency reservation agreements, impact fee agreements, impact fee credits, entitlements, concurrency reservations, zoning densities, governmental or third-party approvals, and any other similar entitlements or development rights relating to the Property, but only to the extent applicable to the Property. Seller shall purchase the Quit Claim Deed attached hereto as **Exhibit "E"** from ADK SOHO FUND L.P. to address the oil, gas, and mineral interests shown on the preliminary title commitment issued by Fidelity attached hereto as **Exhibit "D"** and incorporated by reference herein (this does not address any royalty interests related to the Property)(**"Consolidated Mineral Rights"**). If any other mineral interest (except royalty interests) is shown on the final Title Commitment, then and in that event, Seller shall cause that additional mineral interest to be removed by the Closing. Failing that, the Purchaser may take title subject to same or terminate the Agreement and receive a full refund of the Deposit.

4. Purchase Price and Method of Payment. The purchase price to be paid by Purchaser to Seller for the Property shall be Nine Million Seven Hundred Two Thousand and No/100 Dollars (\$9,702,000.00) (**"Purchase Price"**). The Purchase Price shall be paid as follows:

(a) A deposit in the amount of One Hundred Thousand Dollars (\$100,000.00) (the "Deposit") will be given to Bert J. Harris, III of Swaine Harris & Wohl, PA, 401 Dal Hall Blvd, Lake Placid, Florida 33852 (Bert@Heartlandlaw.com)(**"Escrow Agent"**), within five (5) business days of the Effective Date of this Agreement, said deposit to be made by wire transfer payable to the Escrow Agent's order, which will be deposited in Escrow Agent's non-interest bearing trust account and shall be applied as a credit to the Purchase Price at Closing or disbursed as otherwise provided in this Agreement.

(b) The balance of the Purchase Price shall be paid by Purchaser at the Closing (as hereinafter defined) by wire transfer of immediately available funds to the Closing Agent (as hereinafter defined), which funds shall be deposited into escrow and then applied and disbursed by the Closing Agent at Closing subject to appropriate credits, adjustments, and prorations as provided in this Agreement.

5. Survey and Title Matters.

(a) **Survey.** Unless otherwise waived by Purchaser in writing, Purchaser may, within thirty (30) days after the Effective Date, at its cost, obtain a new current boundary survey (the **"Survey"**) of the Property and, if desired, of the access easement areas identified in the Access Easement (as hereinafter defined) (in which event, such survey shall also be deemed a "Survey" as such term is used in this Agreement) prepared by a registered surveyor, licensed in the State of Florida (the **"Surveyor"**); alternatively, the parties may otherwise agree in writing that Seller shall obtain such Survey(s). If Purchaser elects to obtain a Survey, the Survey: (i) shall be currently dated; (ii) shall contain a metes and bounds legal description of the Property substantially consistent with the Property set forth in **Exhibit "A"** attached hereto to be mutually agreed upon by the parties; (iii) shall show, among other things, the location on the Property of all

improvements, fences, evidences of abandoned fences, easements and evidence of easements, roads, and rights-of-way; (iv) shall identify all roads, easements, and rights-of-way, and in the case of those created by recorded instruments, shall give the recording information for such instruments; (v) shall include the number of gross acres and square feet within the Property; (vi) shall be certified to Seller, Purchaser, Title Company (as defined below); and (vii) 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. Unless otherwise waived by Purchaser in writing, within thirty (30) days after the Effective Date, Purchaser may obtain, at Seller's expense, a current title insurance commitment and a copy of all exceptions referred to therein (the "**Title Commitment**") from a national title company reasonably acceptable to Purchaser and selected by Seller (the "**Title Company**"). The Title Commitment shall set forth the state of title to the Property together with all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations, and all other encumbrances affecting the Property which would appear in an owner's policy of title insurance naming Purchaser as insured if issued (the "**Title Policy**"). The Title Commitment will initially be based on the legal description of the Property as set forth in Exhibit "A" attached hereto. Seller shall cause the Title Company to update the Title Commitment based on the Survey, whereupon Purchaser shall have the rights set forth in subparagraph (c) below with respect to any new matters contained on said update or endorsement.

(c) Title and Survey Objection. Within ten (10) days after the receipt of each of the Survey and the Title Commitment, respectively, and the documents referred to therein respectively as conditions, exceptions, or reservations to title to the Property (but in any event no earlier than the date which is ten (10) business days after the Effective Date of this Agreement), Purchaser shall provide Seller with notice of any matters set forth in the Title Commitment or Survey which are unacceptable to Purchaser, which matters shall be referred to herein as "**Title Defects**". Any matters set forth in the Title Commitment or Survey to which Purchaser does not timely object shall be referred to collectively herein as the "**Permitted Exceptions**". Seller shall have five (5) business days after receipt of the aforesaid notice from Purchaser (the "**Seller's Cure Period**") within which to use commercially reasonable efforts to cure such Title Defects to the reasonable satisfaction of Purchaser and the Title Company. In the event Seller fails or refuses to cure any Title Defect(s) within Seller's Cure Period, then Purchaser may at its option by delivering written notice thereof to Seller within five (5) business days after expiration of the Cure Period (i) terminate this Agreement, and thereupon the Agreement shall be deemed null and void and of no further force and effect, the Deposit shall be promptly returned to Purchaser, and no party hereto shall have any further rights, obligations, or liability hereunder except as otherwise provided herein; or (ii) accept title to the Property subject to such Title Defect(s). It is specifically understood and agreed that, without limitation, Purchaser hereby objects to and will require the removal, correction, or deletion of (i) all standard exceptions set forth in the Title Commitment except for taxes for the year of closing and thereafter which are not yet due and payable (subject to a specific reading of the Survey as to any survey exceptions required by the Title Company), (ii) any gap, overlap, boundary dispute, hiatus, or encroachment identified on the Survey which affects the Property and (iii) all mortgages, monetary liens, or similar encumbrances. Further, it is understood and agreed that Purchaser 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. Notwithstanding any of the foregoing to the contrary, the Consolidated Mineral Rights shall not be deemed a Permitted Exception, and other surface or subsurface oil, gas, or mineral rights, title, or interests (except royalties) shall be governed by the terms of Section 3.

(d) No Additional Encumbrances. It shall be a condition to Purchaser's obligation to proceed with Closing that between the expiration of the Inspection Period (as hereinafter defined) and the date of Closing, no new survey or title matter not approved or deemed approved by Purchaser pursuant to this Section 5 shall have arisen, unless the same is either: (i) caused by or through the acts or omissions of Purchaser, (ii) discharged or endorsed over to Purchaser's reasonable satisfaction in Purchaser's title policy at Closing; or (iii) consented to or agreed to by Purchaser in writing pursuant to the terms of this Agreement. From and after the Effective Date, Seller shall not, without obtaining Purchaser's prior written consent in each instance, create, incur, consent to or permit to exist, any easement, restriction, right-of-way, reservation, mortgage, lien, pledge, encumbrance, lease, license, occupancy agreement, or legal or equitable interest, which in any way affects the 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. Not more than ten (10) days prior to Closing, Seller shall cause the Title Company to update by endorsement the Title Commitment to a date within twenty (20) days of the date of Closing (the "**Update Endorsement**"), which endorsement, together with legible copies of any additional matters identified therein, shall be delivered to Purchaser. If the Update Endorsement includes any additional requirements in Schedule B-Section I, Seller must satisfy the same prior to Closing at Seller's sole cost and expense unless said new requirements were caused by an action of Purchaser. If the Update Endorsement includes any exceptions in Schedule B-Section II that are not already Permitted Exceptions, then Purchaser shall have the right upon written notice to Seller to extend the Closing Date by up to thirty (30) days to permit Seller to cure such new exception(s), and Seller must take all actions reasonably necessary to delete the same prior to the Closing unless said new exceptions were caused by an action of the Purchaser or unless Purchaser consents in writing to the same as a Permitted Exception prior to Closing; provided, however, Seller shall not be required to expend more than \$50,000.00 or commence any legal proceeding in order to cause such deletion, unless such new exception is caused by the intentional or willful acts of Seller after the initial date of the Survey or Title Commitment as applicable, in which case Seller shall be required to cure such new exception. Notwithstanding any provision contained in this Agreement to the contrary, in addition to Seller's obligation to cure any new title or survey matters caused by the intentional or willful acts of Seller after the initial date of the Survey or Title Commitment as applicable, Seller shall be required to pay and satisfy any mortgages or other liens on the Property at or prior to Closing which can be cleared by the payment of money, other than liens created by Purchaser. 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) Purchaser shall have thirty (30) days after the Effective Date (the “**Inspection Period**”), to determine, in Purchaser’s sole and absolute discretion, that the Property is suitable and satisfactory for Purchaser’s use or development. During the Inspection Period, Purchaser may, in Purchaser’s sole discretion and at Purchaser’s expense, perform any and all Inspections (as more particularly defined below) Purchaser 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 Purchaser in its sole discretion; (ii) conducting a Phase II environmental study if desired by Purchaser based on the results of the Phase I study; and (iii) having the property tested, surveyed, and inspected to determine that the Property is in the same condition as it was when the original Phase I study was performed. 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 Purchaser determines, in its sole discretion, which may be exercised for any reason or no reason at all, that it is not desirable or feasible to use or develop the Property or that it is not satisfied as to any other matter set forth in Section 6(a) above, or any other matter(s) which Purchaser deems relevant, then in such event Purchaser may, in Purchaser’s sole discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Inspection Period, and the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive a termination of this Agreement. In the event Purchaser terminates this Agreement within thirty (30) days after the Effective Date of this Agreement, the Deposit shall be refunded in full to Purchaser within ten (10) days after Seller’s receipt of such termination notice. It is expressly understood and agreed by Seller and Purchaser that in the event Purchaser fails or elects not to terminate this Agreement within such thirty (30) day period following the Effective Date, the Escrow Agent shall deliver the Deposit to Seller, and the Deposit shall become non-refundable to Purchaser except in the event of a Seller default as provided herein.

(c) Intentionally Deleted

(d) Access to Property. Purchaser and its agents, employees, and contractors shall at all times before Closing have the right of going upon the Property as needed to inspect, examine, survey, appraise, and otherwise undertake those actions which Purchaser, in its sole discretion, deems necessary or desirable to determine the suitability of the Property for Purchaser’s use or development, including without limitation performing any inspection more particularly set

forth in Section 6(a) above. Said privilege shall include, without limitation, the right to perform appraisals, make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests, and tests to obtain any other information relating to the surface, subsurface, and topographic conditions of the Property, all of the foregoing (hereinafter collectively referred to as the “**Inspections**”) to be performed at Purchaser’s expense. Purchaser covenants and agrees that such activities shall not cause any damage to Seller or the Property and that the Property shall be restored to substantially the same condition as existed immediately prior to Purchaser’s inspection activities pursuant to this Section 6, in the event Purchaser does not acquire same. To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, and within the limits of liability established under Section 768.28, Florida Statutes, Purchaser shall at all times indemnify, save harmless, and defend Seller from and against any and all claims, liabilities, losses, costs, lawsuits, disputes, damages, and expenses (including reasonable attorneys’ fees whether incurred at or before the trial level or in any appellate proceedings) which Seller may suffer, sustain, or incur to the extent arising out of the negligence of Purchaser in the exercise of its rights 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, except to the extent that any such claims, liabilities, losses, costs, lawsuits, disputes, damages, and expenses arise out of or relate to the discovery of a pre-existing condition on the Property or are caused by the Seller’s gross negligence or willful misconduct. This provision shall survive Closing or earlier termination of this Agreement.

(e) Seller shall, at its expense, use its best efforts (but no less than commercially reasonable efforts) to procure for Purchaser, promptly following the Effective Date of this Agreement, a permanent access easement substantially in the form attached hereto and incorporated herein as **Exhibit “C”** for Purchaser and its agents, employees, and contractors to access the Property at all times before Closing, and for Purchaser and Purchaser’s successors and assigns to access the Property upon taking title to the Property (the “**Easement Agreement**”, constituting Purchaser’s Parcel 534-850). If Seller shall fail to procure such Easement Agreement, then Purchaser’s remedy shall be to either: (i) waive such obligation of Seller; or (ii) terminate this Agreement and receive a refund of its Deposit.

7. Conditions Precedent to Purchaser’s Obligation to Close. Purchaser’s obligation to purchase 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 Closing Date:

(a) Seller shall have delivered to Purchaser a special warranty deed duly executed and acknowledged conveying marketable fee simple title to the Property, including without limitation the conveyance of the Consolidated Mineral Rights, to Purchaser free and clear of any tenancies, licenses, leasehold interests, reservations, or other rights of any parties in possession, subject only to the Permitted Exceptions and otherwise in a form reasonably acceptable to Purchaser;

(b) Seller shall have procured for Purchaser the Easement Agreement substantially in the form attached hereto and incorporated herein for Purchaser and Purchaser's successors and assigns, to access the Property. As of May 19, 2025, negotiations with the owners of the servient estate regarding the Easement Agreement have not been completed. By the end of Purchaser's diligence period, the Seller shall use its best efforts to obtain the final easement agreement from the owners of the servient estate. Purchaser shall in writing approve of the final Easement Agreement within 10 business days of its receipt; or in the alternative, in its sole discretion, terminate this contract and receive its deposit or waive such closing condition. Failure to timely elect either shall represent Purchaser's acceptance of the final Easement Agreement.

(c) Purchaser shall have approved the status of title to the Property in accordance with Sections 3 and 5 and Title Company shall be in a position to issue the Owner's Title Insurance Policy on the Property to Purchaser in the full amount of the Purchase Price, with all Schedule B, Part I requirements met and with all Schedule B, Part II exceptions relating to Consolidated Mineral Rights removed, except as may be waived in writing by Purchaser;

(d) There shall have been no material change in the condition or use of the Property, including but not limited to any change with respect to pollutants, contaminants, petroleum products, or petroleum by-products, toxins, carcinogens, asbestos, or Hazardous Substances on or beneath the surface of the Property, since the date of the Phase I Environmental Site Assessment prepared by Energy Renewal Partners, LLC dated September 25, 2020;

(e) Seller shall have executed such documents as are reasonably required by Purchaser or its counsel to properly consummate the Closing;

(f) 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 and Seller shall sign a certificate to that effect at Closing.

(g) 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.

(h) 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 Purchaser's intended use or development.

(i) 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 Purchaser and used for Purchaser's intended use or development (the "**Association Exemption**"). Purchaser and Seller shall cooperate in good faith to agree upon the form, manner, and content of the instrument establishing each such Association Exemption prior to the expiration of the Inspection Period.

(j) Purchaser may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing conditions to its obligations hereunder

and the consummation of such sale, but any such waiver shall be effective only if contained in writing signed by Purchaser and delivered to Seller.

(k) In the event any of the foregoing conditions or other conditions to this Agreement are not fulfilled or waived by Purchaser prior to the date of Closing, Purchaser may elect, as its sole and exclusive remedy, to: (i) terminate this Agreement, upon which Seller shall return to CFX the Deposit within ten (10) days after its receipt of such termination notice, (ii) waive any outstanding Conditions to Close and proceed to close and acquire the Property without adjustment to the Purchaser 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. Notwithstanding the foregoing to the contrary, Purchaser shall have the unilateral right and option to extend the Closing Date for up to three (3) additional periods of fifteen (15) days each in order to: (i) allow Seller to secure from applicable third parties the acquisition of any and all surface and subsurface oil, gas, and mineral rights with respect to the Property, which Seller must take all actions reasonably necessary to effectuate; and (ii) allow Seller to secure for Purchaser from applicable third parties the execution and delivery of necessary Property access rights; to satisfy the conditions set forth in sections 7(a) and (b) above.

8. Closing Date and Closing Procedures and Requirements.

(a) Closing Date. The closing (the “**Closing**”) shall occur at 3:00 p.m. on the date that is fifteen (15) days after the expiration of the Inspection Period, as the same may be extended in accordance with the terms of this Agreement, unless the parties otherwise agree in writing as to an earlier time and date (“**Closing Date**”). The Closing shall occur at the offices of the Title Agent (“**Closing Agent**”), or any other place and time which is mutually agreed to in advance in writing by all the parties. Notwithstanding the foregoing, the Closing may occur in escrow by mail, electronic transmission, and/or overnight courier upon mutual agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the Closing Date shall be no earlier than the date which is five (5) business days after: (i) Purchaser has confirmed that all Conditions to Close have been met and will be met at Closing; and (ii) both parties have approved the final closing statement, and upon notice to Seller, Purchaser shall have the unilateral right to extend the Closing Date for an additional five (5) business days accordingly. The Closing Agent shall prepare all documents for Closing and act as escrow agent. Buyer hereby waives any objection to Closing Agent’s representation of Seller in the preparation of this Agreement or in any future dispute or legal proceeding arising out of this Agreement.

(b) Conveyance of Title. At the Closing, Seller shall execute and deliver to Purchaser a special warranty deed conveying fee simple marketable record title to the Property to Purchaser, including all Consolidated Mineral Rights and Seller’s other surface and subsurface rights, title, and interest relating to or affecting such Property, including but not limited to oil, gas, and mineral rights (except as may be specifically waived in writing by Purchaser) free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances whatsoever, excepting only the Permitted Exceptions (“**Deed**”). In the event any mortgage, lien, or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Seller prior to Closing, such mortgage, lien, or other encumbrance shall, at Purchaser’s election, be

satisfied and paid with the proceeds of the Purchase Price. Seller and Purchaser agree that such affidavits, 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 "B"** 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. All real property ad valorem taxes, general and special assessments, and charges applicable to the Property shall be prorated as of the Closing Date between Seller and Purchaser, but specifically excluding all assessments assessed by any property owner's association, which if any will be paid in full by Seller on or before the 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 Closing Date. At Closing, Seller shall pay the Purchaser (or the Closing Agent) Seller's pro rata share as of the Closing Date of such other taxes, assessments, and charges as determined by any and all applicable federal, state, county, municipal, or other governmental department or entity, or any authority, commission, board, bureau, court, community development district, or agency having jurisdiction over the Property ("**Governmental Authority**"). Delivery of such tax payment to Osceola County along with a copy of the Deed and a request to Osceola County Tax Collector to remove the Property from the tax roll at Closing shall be the responsibility of the Closing Agent and shall occur at Closing. If the real property ad valorem taxes, general assessments, and charges applicable to the Property are not available at Closing, then they shall be estimated based upon the most recent information available, and after the taxes are assessed for the then current year, Purchaser and Seller shall adjust the amount actually due by a new proration based on the actual tax bill and, upon demand, the proper party shall promptly pay the differential in cash to the other party.

(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) all real property transfer and transaction taxes and levies relating to the purchase or sale of the Property, if any, including, without limitation, the documentary stamps which shall be affixed to the Deed, (ii) the title insurance premium for the Title Commitment and Title Policy equal to the Purchase Price to be issued by Title Agent, (iii) the cost of recording the Deed, (iv) preparation and

recordation of any instruments necessary to correct title, and (v) all of the real estate sales commissions set forth herein, if applicable. The Closing Agent shall prepare, at Purchaser's sole expense, all Closing documents. Other than the aforementioned document preparation costs, each party shall pay its own attorneys' fees, expert fees, and costs. Purchaser shall pay for all costs and expenses incurred with respect to its inspections of the Property.

9. Warranties and Representations of Seller. To induce Purchaser 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 Purchaser and shall survive Closing hereunder for a period of twelve (12) months:

(a) 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 (to the extent stated in the title commitments exchanged by the parties to date and to its best knowledge) and as of the Closing Date there are no tenancy, rental, or other occupancy agreements affecting the Property.

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

(c) That Seller has not received any written notice and has no actual knowledge that the Property 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, other than from Purchaser.

(d) There are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion or portions thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

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

(f) Seller has no knowledge or notice that any present default or breach exists under any mortgage or other encumbrance affecting the Property or any covenants, conditions, restrictions, rights-of-way, or easements which may affect the Property or any portion or portions thereof and that no condition or circumstance exists which, with the passage of time and/or the

giving of notice, or otherwise, would constitute or result in a default or breach under any such covenants, conditions, restrictions, rights-of-way, or easements.

(g) No commitments have been made to any governmental authority (other than Purchaser), utility company, church or other religious body, or any homeowners association, property owners association, or to any other organization, group, or individual, relating to the Property which would impose an obligation upon Purchaser or its successors or assigns to make any contribution or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Property, 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 Substances 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 Substances. 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 Purchaser 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 Purchaser when first available to Seller; and in the event of any change which may be deemed by Purchaser in its sole discretion to be materially adverse, Purchaser may, at its election, terminate this Agreement. 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 Walter S. Bronson, Sharon B. Petti, Susan B. Williams, and/or Stanley T. Bronson and no others without duty of inquiry or investigation whatsoever. Purchaser acknowledges that Walter S. Bronson, Sharon B. Petti, Susan B. Williams, and/or Stanley T. Bronson are named above solely for the purpose of defining the scope of Seller's knowledge and not for the purpose of imposing any liability on or creating any duties running from Walter S. Bronson, Sharon B. Petti, Susan B. Williams, and Stanley T. Bronson.

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

(a) That Purchaser has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Purchaser hereunder.

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

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

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

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 Purchaser, Seller will keep and maintain all of the Property in good order and condition and will comply with and abide by all laws, ordinances, regulations, and restrictions affecting the Property or its use to its knowledge. 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, mining activities, or any cutting of timber thereon.

(b) Seller will maintain in full force and effect all policies of insurance now in force, insuring the Property against loss from damage or destruction.

(c) At Closing, Seller shall transfer, assign, and convey to Purchaser and its successors and assigns all of Seller's right, title, and interest in and to the Access Easement;

(d) From and after the Effective Date, Seller shall not: (i) 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; or (ii) transfer, lease, or convey any of the Property or enter into any agreement to transfer, lease, or convey any of the Property, unless to Purchaser.

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

(f) Except as may be requested by Purchaser, Seller will not take, approve, or consent to change the zoning, use, or permits of or for the Property. Seller will promptly give Purchaser written notice of any information Seller hereafter receives regarding zoning, uses, or permits affecting the Property.

12. Purchaser's Affirmative Covenants. In addition to the other covenants and undertakings set forth herein, Purchaser affirmatively covenants that, unless the Agreement is terminated, Purchaser shall take such other actions and perform such other obligations as are required to consummate the transaction contemplated hereunder including, without limitation, execution of such documents as are reasonably required by Seller or its counsel to properly consummate the Closing.

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, in Purchaser's sole discretion, shall be entitled to, as Purchaser's sole and exclusive remedy, to elect either to: (i) terminate this Agreement upon giving written notice of termination to Seller as herein provided, in which event the Deposit shall be returned to Purchaser and Purchaser may also seek to recover its actual damages incurred as a result of Seller's default (but not exceeding \$20,000.00, or (ii) waive such Seller default in writing and proceed to closing without adjustment to the Purchase Price; provided, however, in the event that Seller fails to timely close the transaction contemplated herein due to its willful or intentional action or inaction, Purchaser's shall have the right and remedy, in its sole discretion, to elect to enforce specific performance of this Agreement against Seller; and if specific performance is unavailable as a remedy as a result of an affirmative act or acts of Seller, then the Deposit shall be returned to Purchaser and Purchaser may also seek to recover its actual damages incurred as a result of Seller's default, including without limitation recovery of its expenses incurred during the negotiation of 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. The parties have agreed that Purchaser actual damages in the event of a default by Seller would be extremely difficult or impracticable to determine. Therefore, the parties acknowledge that above agreed sum has been agreed upon, after negotiation, as the parties' reasonable estimate of Purchaser's maximum damages and as Purchaser's sole and exclusive remedy against Seller, at law or in equity, in the event of a default under this Agreement on the part of Seller, except as otherwise provided herein.

(b) Pre-Closing Default by Purchaser. In the event, prior to Closing, Purchaser fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements, or obligations to be performed by Purchaser under the terms and provisions of this Agreement, or in the event that Purchaser fails to timely close the transaction contemplated hereby, Seller's sole and exclusive remedy for any such default shall be, upon giving written notice to Purchaser as herein provided, to terminate this Agreement and retain the Deposit as liquidated damages, 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. Seller hereby waives all other remedies, including specific performance. The parties have agreed that Seller's actual damages in the event of a default by Purchaser would be extremely difficult or impracticable to determine. Therefore, the parties acknowledge that retention of the Deposit has been agreed upon, after negotiation, as the parties' reasonable estimate of Seller's damages and as Seller's sole and exclusive remedy against Purchaser, at law or in equity, in the event of a default under this Agreement on the part of Purchaser.

(c) Post-Closing Default by Seller or Purchaser. 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) Pre-Closing Default by Seller or Purchaser. In the event of a default hereunder, except for a failure to close on the Closing Date for which there is no notice and cure period, the non-defaulting party shall give the defaulting party notice of such default, specifying in reasonable detail the nature of the default. Thereafter, the defaulting party shall have ten (10) days from the date notice of default is given to cure the default; notwithstanding the foregoing, if the default occurs within ten (10) days prior to the Closing Date, the defaulting party shall cure the default no later than 5:00 PM two (2) business days prior to the Closing Date. If the defaulting party cures the default within the aforementioned cure period, it shall not incur any liability to the other party as a result of the default. Each party agrees to reasonably cooperate with the other to cure any default within the aforesaid cure period.

(e) Survival. The provisions of this Section 13 shall expressly survive Closing.

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

15. Risk of Loss; Condemnation. The property is vacant raw land. Hurricane or fire are the loss risks. Purchaser accepts the risk that either could happen after the Effective Date, and based thereon waives any claim against Seller for damages, price reduction and the right to terminate this contract based on loss caused by hurricane or fire.

16. Broker.

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

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

the sale and purchase of the Property contemplated hereby. Purchaser agrees to retain legal counsel to defend Seller against any claim brought by an agent, broker, or finder claiming to have been engaged by Purchaser. If Purchaser refuses to retain legal counsel to defend Seller pursuant to the previous sentence in this Section 16(b), Purchaser shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, incurred by Seller in its defense and to pursue Seller's rights to be indemnified by Purchaser pursuant to the previous sentence in this Section 16(b). Purchaser's sovereign immunity is waived only to the extent stated in this Section 16(b).

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:

Purchaser: Central Florida Expressway Authority
Attn: Glenn Pressimone, Chief of Infrastructure
4974 ORL Tower Road
Orlando, Florida 32807
Email: Glenn.Pressimone@cfxway.com

Copy to: Dinsmore & Shohl LLP
Attn: Leslie A. Evans
225 E. Robinson St., Suite 600
Orlando, Florida 32801
Email: Leslie.Evans@Dinsmore.com

Seller: Walter Steve Bronson, Manager
KPB Cattle, LLC
Post Office Box 426
Lorida, Florida 33857
Email: JBronson1948@icloud.com

Copy to: Bert J. Harris, III
401 Dal Hall Blvd.
Lake Placid, Florida 33852
Bert@Heartlandlaw.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 Seller arising under this Agreement, may be assigned or delegated by Seller without the written consent of Purchaser. Purchaser may assign its rights and obligations under this Agreement without Owner's prior written consent and upon written notice to Owner.

(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 one of the days designated by Purchaser or the State of Florida as "holidays", to include without limitation: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day. Except as otherwise set forth herein, the last day of any period of time described herein shall be deemed to end at 11:59 p.m. local time in Orange County, Florida.

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

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

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

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

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

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

20. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such invalid, illegal, or unenforceable provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

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, each party shall bear its own costs, fees, and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal, and legal assistant fees, costs, and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy, or administrative proceeding, or at trial or on appeal and including costs of collection. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted (a) to alter, amend or waive the Purchaser's sovereign immunity of the State of Florida, or its agencies, or any defenses thereto, beyond the waiver provided in Section 768.28, Florida Statutes; or (b) as the consent of the Purchaser to be sued.

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. Purchaser does hereby confer upon the Executive Director or Executive Directory's designee, the authority, without further approval from the Purchaser, to finalize the form of all

agreements, amendments, easements, contracts, documents necessary to close the transaction contemplated herein, including, without limitation, closing documents, any documents necessary to address title issues, escrow agreements, letters of credit, agreements, and similar documents set forth in this Agreement, and the Purchaser's signature of those agreements, amendments, easements, contracts, and similar documents is hereby authorized.

24. 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 Purchaser or Seller execute this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

WITNESSES:

Katherine Harris

Print Name: Katherine Harris

Bert J. Harris, III

Print Name: Bert J. Harris, III

“SELLER”

KPB CATTLE LLC, a Florida limited liability company

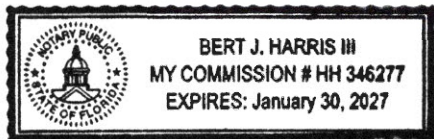
By: Walter S. Bronson

Walter S. Bronson, Authorized Member and Manager

STATE OF Florida
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 21st day of MAY, 2025, by WALTER S. BRONSON, as Manager and Authorized Member of KPB CATTLE LLC, a Florida limited liability company, on behalf of the organization. He/she is ☒ personally known to me OR ☐ produced _____ as identification.

[Affix Seal]



Bert J. Harris, III
Notary Public
Printed Name: _____
Commission No.: _____
My Commission Expires: _____

Signed, sealed, and delivered
in the presence of:

"PURCHASER"

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Print Name: _____


Print Name: _____

By: _____
Christopher Maier, Chairman

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 19th day of May,
2025 for its exclusive use and reliance.

By: 
Leslie A. Evans
Right-of-Way Counsel

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization on this ____ day of _____, 2025, by Christopher Maier, as
Chairman of the Central Florida Expressway Authority, on behalf of the organization. He is
personally known to me OR produced _____ as identification.

NOTARY PUBLIC

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

*[Purchaser's Signature Page to Real Estate Purchase and Sale Agreement -Parcels 534-350 and 534-
850]*

EXHIBIT "A"

PROPERTY (PARCEL 534-350)

The Land referred to herein below is situated in the County of OSCEOLA, State of Florida, and is described as follows:

The South one-half (S1/2) of the West one-half (W1/2) of Section 26, less the North 200 feet thereof; the South one-half (S1/2) of Section 27, less the North 200 feet thereof; the North one-half (N1/2) of Section 34 less the South 200 feet thereof; and the North one-half (N1/2) of the West one-half (W1/2) of Section 35, less the South 200 feet thereof, all lying and being in Township 27 South, Range 31 East, Osceola County, Florida.

(i)

[Insert map]



EXHIBIT "B"

DISCLOSURE OF INTERESTS IN REAL PROPERTY

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

FROM: _____, the "Seller"

SUBJECT: Purchase of Osceola County Parcel Identification Number(s):

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

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.

[Signatures on following pages]

WITNESSES:

Print Name: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 2025, by WALTER S. BRONSON, as Manager and Authorized Member of KPB CATTLE LLC, a Florida limited liability company, on behalf of the organization. He/she is ☐ personally known to me OR ☐ produced _____ as identification.

“SELLER”

KPB CATTLE LLC, a Florida limited liability company

By: _____

Walter S. Bronson, Authorized Member and Manager

Notary Public

Printed Name: _____

Commission No.: _____

My Commission Expires: _____

[Seller's Signature Page to Disclosure Of Interests In Real Property Affidavit]

EXHIBIT “C”

ACCESS EASEMENT

[See attached]

DRAFT

Prepared by/Return To:

Bert J. Harris, III
Swaine, Harris & Wohl, P. A.
401 Dal Hall Boulevard
Lake Placid, Florida 33852

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “Agreement”) is made this ____ day of ~~October 2024~~ 2025 (“Effective Date”) by and between **Henry H. Partin, Jr. and Beverly W. Partin, both Individually and as Trustees of the Henry H. Partin Jr. and Beverly W. Partin Revocable Trust dated October 13, 2021; DOC Partin Ranch Inc., a Florida corporation; and Martha Partin Booth** (collectively the “Owners”), and **KPB CATTLE LLC**, a Florida limited liability company (“Grantee”), upon the following terms, conditions, and considerations.

1. **Grantee’s Property.** Grantee holds a fee simple interest in that certain real property located in Osceola County, Florida, described on the attached **Exhibit A** (the “**Dominant Property**”).

2. **Grant of Easement.** Owners hold an unencumbered fee simple interest in that certain real property located in Osceola County, Florida (which includes the Easement property in Paragraph 3, below) described on the attached **Exhibit B** (the “**Property**”). For good and valuable consideration, the receipt of which are hereby acknowledged, Owners hereby grant, bargain, sell, transfer and convey to Grantee, its successors and assigns, and the respective contractors, subcontractors, licensees, agents and invitees (collectively the “**Grantee Parties**”) a perpetual, uninterrupted, continuous easement ~~in gross~~ (the “**Easement**”) with respect to the Easement Area (defined below) on the Property in accordance with terms and conditions of this Agreement.

3. **Easement Area.** The Easement shall be located in, on, over, and through the portion of the Property described in **Exhibit C** attached hereto and incorporated herein by reference (the “**Easement Area**”).

4. **Purpose; Term.** Grantee and the Grantee Parties shall have the right pursuant to this Agreement to utilize the Easement Area for vehicular and pedestrian ingress, egress and access to and from the Dominant Property and public rights-of-way so long as the Dominant Property is used for conservation and/or mitigation purposes, and the right, but not the obligation, to maintain the existing farm roads in the Easement Area but only for such purposes. ~~Grantee shall not have the right to use the Easement Area for commercial uses or recreational uses. The Easement Area shall not be used by the general public for access to the Dominant Property.~~ The existing road shall not be improved, and utilities shall not be installed without the written consent of the then Owners of the Property described on Exhibit B.

5. **Owners' Rights and Obligations.** Subject to the rights granted to Grantee pursuant to Section 23, and the condition that Owners' activities and any grant of rights Owners hereafter make to any person or entity shall not, currently or prospectively, interfere with the Grantee's rights under this Agreement and shall be subject thereto, (1) Owner shall have the right to enter and use the Easement Area for any purpose that does not impair the rights granted to the Grantee; (2) Owner may grant, sell, transfer, option, convey or dispose of all or any portion of the Property including but not limited to the portion of the Property that is subject to the Easement, and (iii) grant or convey any easement, servitude, right of way, condition, restriction, lease, license, permit, profit, mortgage, deed of trust, security instrument, lien or other encumbrance affecting all or any portion of or interest in the Property, including but limited to the portion of the Property that is subject to the Easement. Provided however that all such items made under this paragraph shall be made subject to this Easement.

6. **Grantee's Representations, Warranties and Covenants.** Grantee hereby represents, warrants and covenants to Owner that Grantee has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Grantee is authorized to do so. When signed by the Grantee, this Agreement constitutes a valid and binding agreement enforceable against Grantee in accordance with its terms.

7. **Owners' Representations, Warranties and Covenants.** Owners hereby represent, warrant and covenant as follows:

7.1 **Owners' Authority.** Owners are the owners of the Property and have the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted hereunder. Each person signing this Agreement on behalf of the Owners is authorized to do so. When signed by the Owners, this Agreement constitutes a valid and binding agreement enforceable against the Owners in accordance with its terms.

7.2 **Litigation.** There are no current, pending or contemplated actions, administrative inquiries or proceedings, suits, arbitrations, claims or proceedings commenced by any person or governmental entity affecting Owners and/or the Property of any or disputes with respect to Owners' right, title or interest to the Property.

7.3 **No Interference.** Owners' activities and any grant of rights Owners make to any person or entity, whether located on the Property or elsewhere, shall not currently or prospectively, interfere with the Easement or the rights of Grantee contained herein.

7.4 **Owners' Financing.** Owners shall be entitled to grant liens or otherwise encumber Owners' fee estate in the Property to a party providing financing to Owners; provided said grant or encumbrance entered shall be subject to this Agreement, any modifications or extensions hereof and all rights of Grantee under this Agreement. Any encumbrance shall be subordinate to and shall not be a lien prior to this Agreement of any modifications thereof.

8. **Assignment.** ~~This Easement Agreement may not be assigned without the express written consent of the then owner of the Property.~~ The Owners expressly consents to the assignment of this Easement Agreement to a public agency, including but not limited to the 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 and the South Florida Water Management District.

9. **Default/Remedies.** Upon any breach or default of any Party under this Agreement ~~or any Partial Grant Assignment~~ that is not cured within thirty (30) days after written notice thereof (or if such cure cannot be reasonably completed within thirty (30) days, if such cure is not commenced within thirty (30) days and is not prosecuted to completion in a commercially reasonable manner thereafter), the non-defaulting Party may pursue any right or remedy available at law or in equity.

10. **Miscellaneous.**

10.1 **Entire Agreement.** This Agreement constitutes the entire agreement between Owner and Grantee respecting the Easement.

10.2 **Amendment.** This Agreement shall not be modified or amended except in a writing signed by ~~both~~ all parties hereto. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on ~~either~~ any Party.

10.3 **Runs with the Land.** The Easement Agreement shall run with Land, ~~(being the Dominant Estate).~~ binding on and inuring to the benefit of the parties hereto, and their respective purchasers, grantees, successors or assigns. This Agreement shall bind all purchasers, grantees, successors and assigns of all or any portion of the Property and/or Dominant Property so that effective upon any legal transfer or conveyance each such purchaser, grantee, successor or assign assumes the obligations and responsibilities under this Easement and the transferor will be relieved of any obligations or responsibility of this Agreement subsequent to any legal transfer to any purchasers, grantees, successors or assigns.

10.4 **Notices.** Unless otherwise specifically provided herein, any approval, disapproval, demand, notice or other like communication reasonably intended to provide notice ("**Notice**") required or permitted to be given hereunder shall be in writing to the applicable party's address specified below (as the same may be modified as provided below) and may be served (a) personally, or (b) by commercial delivery or private courier service, or (c) by Federal Express or other national overnight delivery service, or (d) by registered or certified mail (return receipt requested, postage prepaid),

which Notice shall be effective: (i) upon personal delivery, (ii) upon the date of actual delivery if delivered by Federal Express or another nationally recognized or other commercial or private delivery service provided delivery is made during regular business hours or if receipt is acknowledged by a person reasonably believed by the delivering party to be the recipient, or a family member, member, principal or employee of the recipient, (iii) when received as indicated by the date on the return invoice or receipt showing delivery if delivered by the United States Postal Service, certified mail, return receipt requested, postage prepaid. Notice of change of any address, or telephone shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or, the inability to deliver because of changed address of which no Notice was given shall be deemed to constitute receipt of the Notice.

If to the Owners:

Henry H. Partin, Jr. and
Beverly W. Partin,
Individually and as Trustees
of the Henry H. Partin Jr. and
Beverly W. Partin Revocable
Trust dated October 13, 2021

Name:

Address:

Email:

DOC Partin Ranch Inc., a
Florida corporation

Name:

Address:

Email:

Martha Partin Booth

Name:

Address:

Email:

If to the Grantee:

KPB Cattle, LLC

Name:

Address:

Email:

10.5 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of Florida. The parties agree that any rule of construction to

the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. The prevailing party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party. The parties waive any right to trial by jury.

10.6 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.

10.7 Waiver of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT, WHETHER BASED IN CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY, OR ITS AFFILIATES OR ITS AND THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, SHAREHOLDERS, PARTNERS, MEMBERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF, RELATE TO, OR ARE OTHERWISE ATTRIBUTABLE TO THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF DUTIES HEREUNDER. THIS EASEMENT MAY BE ENFORCED BY SPECIFIC PERFORMANCE.

10.8 Counterparts. This Agreement may be executed in one or more counterparts (each of which shall be deemed an original, but all of which together shall constitute one and the same instrument) and shall be effective as of the Effective Date upon execution and delivery by the parties hereto, and such execution and delivery may be effectuated by facsimile transmission, transmission of an executed PDF copy via email, a third party electronic signature verification program or process, by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means. Signatures of the Parties transmitted by any of the foregoing methods shall be deemed to be their original signatures for all purposes and signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

IN WITNESS WHEREOF, Owners and Grantee, individually or through duly authorized representatives, hereby, execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

*Signed, sealed and delivered
in our presence:*

Witnesses:

Printed Name: _____

P. O. Address: _____

Printed Name: _____

P. O. Address: _____

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this _____ day of October 2024, by Henry H. Partin, Jr., through physical appearance, () who is personally known to me or () who produced a Florida Driver's License as identification.

Henry H. Partin, Jr., Individually and as
Trustee of the Henry H. Partin Jr. and
Beverly W. Partin Revocable Trust dated
October 13, 2021

Date: _____

Notary Public, State of Florida

My Commission Expires: _____

Commission Number: _____

Witnesses:

Printed Name: _____

P. O. Address: _____

Printed Name: _____

P. O. Address: _____

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this _____ day of October 2024, by Beverly W. Partin., through physical appearance, () who is personally known to me or () who produced a Florida Driver's License as identification.

Beverly W. Partin, Individually and as
Trustee of the Henry H. Partin Jr. and
Beverly W. Partin Revocable Trust dated
October 13, 2021

Date: _____

Notary Public, State of Florida

My Commission Expires: _____

Commission Number: _____

Witnesses:

Printed Name: _____

P. O. Address: _____

Printed Name: _____

P. O. Address: _____

DOC PARTIN RANCH, INC., a Florida
corporation

John H. Partin, President

Date: _____

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this _____ day of October 2024, by John H. Partin, through physical appearance, () who is personally known to me or () who produced a Florida Driver's License as identification.

Notary Public, State of Florida

My Commission Expires: _____

Commission Number: _____

Witnesses:

Printed Name: _____

P. O. Address: _____

Printed Name: _____

P. O. Address: _____

Martha Partin Booth

Date: _____

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this _____ day of October 2024, by Martha Partin Booth through physical appearance, () who is personally known to me or () who produced a Florida Driver's License as identification.

Notary Public, State of Florida

My Commission Expires: _____

Commission Number: _____

EXHIBIT A

~~KPB Cattle, LLC Property~~—The Dominant Property

The South one-half (S1/2) of the West one-half (W1/2) of Section 26, LESS the North 200 feet thereof; the South one-half (S1/2) of Section 27, LESS the North 200 feet thereof; the North one-half (N1/2) of Section 34, LESS the South 200 feet thereof; and the North one-half (N1/2) of the West one-half (W1/2) of Section 35, LESS the South 200 feet thereof, all lying and being in Township 27 South, Range 31 East, Osceola County, Florida.

EXHIBIT B
The Property

All of section 36, Township 27 South, Range 30 East, lying East of Canoe Creek Road, less Sunshine State Parkway right of way, and less a triangular parcel beginning at the Intersection of the South section line and Southwesterly right of way line of the parkway, South 14 degrees, East 211.97 feet, South 4 degrees, East to section line, East to point of beginning, less the East 330 feet of the North 2663.92 feet.

AND

That part of Section 28, Township 27 South, Range 31 East, lying North of a line beginning at the Intersection of the West line of Section 28 and the centerline of an existing drainage canal, run Northeasterly along said centerline to the South line of the North one-half (N1/2) of said Section 28, thence East along said South line to the East line of Section 28, Osceola, County, Florida.

AND

That part of Section 29, Township 27 South, Range 31 East, lying Northwesternly of the centerline of an existing drainage canal, Osceola County, Florida.

AND

All Section 31, Township 27 South, Range 31 East, Osceola County, Florida, less beginning at the Southwest corner of the Northwest one-quarter (NW1/4), run North 2,663.92 feet, East 1,690 ft. to the East right of way of Canal C-34, thence South along the R/W 277 feet, South 40 degrees East along the R/W 1,266 feet to a point of curve, 196 feet to point of tangent, South along R/W 2,093.61 feet to South line of the Northwest one-quarter (NW1/4), West 1,578.98 feet to point of beginning. Also less that part of said Section 31 lying East of Canal C-34 right of way and South of the centerline of an existing Partin drainage canal.

AND

That part of Section 32, Township 27 South, Range 31 East, lying Northwesternly of the centerline of an existing Partin drainage canal, Osceola County, Florida.

AND

North One-Half (1/2) of Section 27, and plus the North 200.00 feet of the South One-Half (1/2) of Section 27.

AND

Beginning at the Southwest corner of the NW1/4 of Section 31, Township 27 south, Range 31 East, Osceola County Florida, run South 89° 30' 30" West, 330.0 ft; run thence North 00° 32' 16" West parallel to the West line of said Section 31, 3717.99 ft; run thence South 80 ° 15' 46" East, 1301.05 ft. to the Westerly Right of Way line of Flood Control Canal C-34; run thence South 10° 04' 19" East, along said Right of Way, 46.37 ft; run thence South 31° 27' 37" East, along said Right of Way, 277.02 ft; run thence South 40° 58' 44" East, along said Right of Way, 1266.06 ft. to the Point of Curve of a 220.0 ft. Radius Curve to the Right having a central angle of 51° 13' 26"; run thence along said curve, 196.69 ft. to the Point of Tangent; run thence South 10° 14' 42" West, along said Right of Way, 2093.61 ft. to the South line of aforesaid NW1/4; run thence South 89° 30' 30" West, 1578.48 ft to the Point of beginning. Contains 161.9 acres.

EXHIBIT C – The Easement Area

A 30.00-foot-wide strip of land for ingress and egress purposes over, under, and across the following described properties (per Warranty Deed located at OR Book 763, Page 1295):

All of section 36, Township 27 South, Range 30 East, lying East of Canoe Creek Road, less Sunshine State Parkway right of way, and less a triangular parcel beginning at the Intersection of the South section line and Southwesterly right of way line of the parkway, South 14 degrees, East 211.97 feet, South 4 degrees, East to section line, East to point of beginning, less the East 330 feet of the North 2663.92 feet.

AND

That part of Section 28, Township 27 South, Range 31 East, lying North of a line beginning at the Intersection of the West line of Section 28 and the centerline of an existing drainage canal, run Northeasterly along said centerline to the South line of the North one-half (N1/2) of said Section 28, thence East along said South line to the Ease line of Section 28, Osceola, County, Florida.

AND

That part of Section 29, Township 27 South, Range 31 East, lying Northwesterly of the centerline of an existing drainage canal, Osceola County, Florida.

AND

All Section 31, Township 27 South, Range 31 East, Osceola County, Florida, less beginning at the Southwest corner of the Northwest one-quarter (NW1/4), run North 2,663.92 feet, East 1,690 ft. to the East right of way of Canal C-34, thence South along the R/W 277 feet, South 40 degrees East along the R/W 1,266 feet to a point of curve, 196 feet to point of tangent, South along R/W 2,093.61 feet to South line of the Northwest one-quarter (NW1/4), West 1,578.98 feet to point of beginning. Also less that part of said Section 31 lying East of Canal C-34 right of way and South of the centerline of an existing Partin drainage canal.

AND

That part of Section 32, Township 27 South, Range 31 East, lying Northwesterly of the centerline of an existing Partin drainage canal, Osceola County, Florida.
Said easement being 15.00 feet on each side of the following described centerline:

Commencing at the southwest corner of said North 200.00 feet of the South One-Half; thence North 89 degrees 54 minutes 45 seconds East, Florida State Plane Coordinates, East Zone, along the south line of said North 200.00 feet, a distance of 1950.95 feet; thence North 00 degrees 23 minutes 27 seconds West, a distance of 584.81 feet; thence North 16 degrees 15 minutes 52 seconds West, a distance of 989.79 feet; thence North 00

degrees 02 minutes 25 seconds East, a distance of 120.33 feet; thence North 61 degrees 46 minutes 53 seconds West, a distance of 149.89 feet; thence North 54 degrees 12 minutes 34 seconds West, a distance of 234.40 feet; thence North 57 degrees 19 minutes 16 seconds West, a distance of 78.46 feet; thence North 68 degrees 24 minutes 02 seconds West, a distance of 46.47 feet; thence North 77 degrees 47 minutes 37 seconds West, a distance of 80.91 feet; thence North 71 degrees 46 minutes 52 seconds West, a distance of 72.96 feet; thence North 60 degrees 12 minutes 37 seconds West, a distance of 90.18 feet; thence North 52 degrees 59 minutes 56 seconds West, a distance of 262.65 feet; thence South 72 degrees 36 minutes 51 seconds West, a distance of 840.18 feet to the west line of said North One-Half of Section 27 and the Point of Beginning; thence continuing South 72 degrees 36 minutes 51 seconds West, a distance of 640.81 feet; thence North 87 degrees 58 minutes 23 seconds West, a distance of 896.81 feet; thence South 61 degrees 44 minutes 29 seconds West, a distance of 708.11 feet; thence South 59 degrees 59 minutes 47 seconds West, a distance of 659.44 feet; thence South 78 degrees 00 minutes 39 seconds West, a distance of 1272.01 feet; thence South 44 degrees 44 minutes 15 seconds West, a distance of 61.55 feet; thence South 58 degrees 33 minutes 02 seconds West, a distance of 68.18 feet; thence South 80 degrees 43 minutes 07 seconds West, a distance of 108.73 feet; thence North 82 degrees 55 minutes 20 seconds West, a distance of 85.39 feet; thence North 82 degrees 45 minutes 40 seconds West, a distance of 119.29 feet; thence South 85 degrees 44 minutes 06 seconds West, a distance of 101.25 feet; thence North 86 degrees 31 minutes 22 seconds West, a distance of 74.35 feet; thence North 66 degrees 22 minutes 03 seconds West, a distance of 83.74 feet; thence South 47 degrees 50 minutes 41 seconds West, a distance of 4341.36 feet; thence South 46 degrees 23 minutes 12 seconds West, a distance of 257.68 feet; thence South 65 degrees 57 minutes 23 seconds West, a distance of 235.32 feet; thence South 59 degrees 55 minutes 12 seconds West, a distance of 237.70 feet; thence South 73 degrees 44 minutes 17 seconds West, a distance of 133.00 feet; thence South 87 degrees 36 minutes 57 seconds West, a distance of 247.64 feet; thence North 89 degrees 46 minutes 04 seconds West, a distance of 187.52 feet; thence North 81 degrees 43 minutes 40 seconds West, a distance of 302.91 feet; thence South 87 degrees 15 minutes 34 seconds West, a distance of 132.59 feet; thence South 65 degrees 19 minutes 18 seconds West, a distance of 119.56 feet; thence South 55 degrees 04 minutes 05 seconds West, a distance of 1090.24 feet; thence South 45 degrees 29 minutes 23 seconds West, a distance of 102.69 feet; thence South 35 degrees 45 minutes 40 seconds West, a distance of 677.47 feet; thence South 33 degrees 52 minutes 51 seconds West, a distance of 436.47 feet; thence South 36 degrees 51 minutes 46 seconds West, a distance of 472.53 feet; thence South 48 degrees 03 minutes 19 seconds West, a distance of 210.72 feet; thence South 54 degrees 44 minutes 36 seconds West, a distance of 523.67 feet; thence South 58 degrees 23 minutes 05 seconds West, a distance of 156.84 feet; thence South 57 degrees 14 minutes 50 seconds West, a distance of 156.42 feet; thence South 53 degrees 00 minutes 15 seconds West, a distance of 103.47 feet; thence South 52 degrees 57 minutes 02 seconds West, a distance of 155.55 feet; thence South 58 degrees 41 minutes 18 seconds West, a distance of 157.22 feet; thence South 65 degrees 05 minutes 25 seconds West, a distance of 156.88 feet; thence South 71 degrees 09 minutes 25 seconds West, a distance of 153.93 feet; thence South 79 degrees 52 minutes 45 seconds West, a distance of 104.51 feet; thence South 83 degrees 24 minutes 09 seconds West, a distance of 124.16 feet;

thence North 87 degrees 51 minutes 10 seconds West, a distance of 117.01 feet; thence North 78 degrees 33 minutes 45 seconds West, a distance of 126.11 feet; thence North 76 degrees 14 minutes 16 seconds West, a distance of 377.92 feet; thence North 77 degrees 35 minutes 33 seconds West, a distance of 220.99 feet; thence North 80 degrees 34 minutes 10 seconds West, a distance of 304.11 feet; thence North 78 degrees 24 minutes 45 seconds West, a distance of 704.44 feet; thence North 78 degrees 30 minutes 53 seconds West, a distance of 545.78; thence North 79 degrees 17 minutes 09 seconds West, a distance of 842.40 feet; thence North 79 degrees 36 minutes 28 seconds West, a distance of 1231.57 feet; thence North 79 degrees 49 minutes 03 seconds West, a distance of 1534.71 feet to the easterly Right-of-Way line of Canoe Creek Road, and there terminating.

Sidelines are to be lengthened or shortened to terminate at the easterly Right-of-Way line and the west line of Section 27.

AND

A 30.00-foot-wide strip of land for ingress and egress purposes over, under, and across the North One-Half (1/2) of Section 27, and plus the North 200.00 feet of the South One-Half (1/2) of Section 27, all in Township 27 South, Range 31 East, Osceola County, Florida, being 15.00 feet on each side of the following described centerline:

Commencing at the southwest corner of said North 200.00 feet of the South One-Half; thence North 89 degrees 54 minutes 45 seconds East, Florida State Plane Coordinates, East Zone, along the south line of said North 200.00 feet, a distance of 1950.95 feet to the Point of Beginning; thence North 00 degrees 23 minutes 27 seconds West, a distance of 584.81 feet; thence North 16 degrees 15 minutes 52 seconds West, a distance of 989.79 feet; thence North 00 degrees 02 minutes 25 seconds East, a distance of 120.33 feet; thence North 61 degrees 46 minutes 53 seconds West, a distance of 149.89 feet; thence North 54 degrees 12 minutes 34 seconds West, a distance of 234.40 feet; thence North 57 degrees 19 minutes 16 seconds West, a distance of 78.46 feet; thence North 68 degrees 24 minutes 02 seconds West, a distance of 46.47 feet; thence North 77 degrees 47 minutes 37 seconds West, a distance of 80.91 feet; thence North 71 degrees 46 minutes 52 seconds West, a distance of 72.96 feet; thence North 60 degrees 12 minutes 37 seconds West, a distance of 90.18 feet; thence North 52 degrees 59 minutes 56 seconds West, a distance of 262.65 feet; thence South 72 degrees 36 minutes 51 seconds West, a distance of 840.18 feet to the west line of said North One-Half of Section 27 and there terminating.

The sidelines of said easement are to be lengthened or shortened to terminate at said west line of the North One-Half and said south line of the North 200.00 feet of the South One-Half.

AND

A 30.00-foot-wide strip of land for ingress and egress purposes over, under, and across the following described property (per Warranty Deed located at OR Book 244, Page 610):

Beginning at the Southwest corner of the NW1/4 of Section 31, Township 27 south, Range 31 East, Osceola County Florida, run South 89° 30' 30" West, 330.0 ft; run thence North 00° 32' 16" West parallel to the West line of said Section 31, 3717.99 ft; run thence South 80 ° 15' 46" East, 1301.05 ft. to the Westerly Right of Way line of Flood Control Canal C-34; run thence South 10° 04' 19" East, along said Right of Way, 46.37 ft; run thence South 31° 27' 37" East, along said Right of Way, 277.02 ft; run thence South 40° 58' 44" East, along said Right of Way, 1266.06 ft. to the Point of Curve of a 220.0 ft. Radius Curve to the Right having a central angle of 51° 13' 26"; run thence along said curve, 196.69 ft. to the Point of Tangent; run thence South 10° 14' 42" West, along said Right of Way, 2093.61 ft. to the South line of aforesaid NW1/4; run thence South 89° 30' 30" West, 1578.48 ft to the Point of beginning.

Being 15.00 feet on each side of the following described centerline:

Commencing at the southwest corner of the Northwest Quarter of said Section 31; thence North 89 degrees 35 minutes 35 seconds East, Florida State Plane Coordinates, East Zone, along the south line of said Northwest Quarter, a distance of 769.60 feet to the Point of Beginning; thence North 78 degrees 30 minutes 53 seconds West, a distance of 325.12 feet; thence North 79 degrees 17 minutes 09 seconds West, a distance of 842.40 feet to the west line of hereinbefore described property and there terminating.

Sidelines of said easement are to terminate at the south line of said Northwest Quarter and the west line of hereinbefore described property.

EXHIBIT “D”

TITLE COMMITMENT

[See attached]

DRAFT



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Mercantile Title Agency, Inc
 Issuing Office: 225 E Robinson Street, Suite 600,
 Orlando, FL 32801
 Issuing Office's ALTA® Registry ID:
 Loan ID Number:
 Commitment Number: 12431791
 Issuing Office File Number: 153839-1
 Property Address: Saint Cloud, FL 34771 Saint Cloud, FL 34771 Saint Cloud, FL 34771 Saint Cloud, FL 34771
 Revision Number:

SCHEDULE A

1. Commitment Date: 05/11/2025 at: 5:00 PM
2. Policy to be issued:
 - A. 2021 ALTA Owner's Policy with Florida Modifications
 Proposed Insured: Central Florida Expressway Authority
 Proposed Amount of Insurance: \$10,000.00
 The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)*
 Fee Simple
4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)*
 KPB Cattle, LLC, a Florida limited liability company by virtue of that Quit Claim Deed recorded in Official Records Book 4370, Page 1419, Public Records of Osceola County, Florida.
5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:

By: _____
 Authorized Officer or Agent



SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Duly executed Warranty Deed from KPB Cattle, LLC, a Florida limited liability company, Grantor, to Central Florida Expressway Authority, Grantee, conveying the land described on Exhibit A hereof.

The Company will require the following as to KPB Cattle, LLC, a Florida limited liability company: ("LLC"):

- i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.
- ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.
- iii. Record an affidavit from the person executing the proposed deed on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member-managed or manager-managed; (c) the identity of the member or manager and the person authorized to execute the deed; and (d) neither the LLC nor any member signing the deed have filed bankruptcy since the LLC acquired title.
- iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.

5. An Affidavit in form acceptable to Fidelity National Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating: (1) that there are no parties in possession of the subject property other than said current record owner(s); (2) that there are no encumbrances upon the subject property other than as may be set forth in this Commitment and (3) there are no unrecorded assessments which are due and payable to Osceola County, Florida, and if located within a municipality, service charges for water, sewer, waste and gas, if any, are in fact paid through the date of this Affidavit; and (4) that there have been no improvements made to or upon the subject property within the ninety (90) day period last past (from the date of such affidavit) for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to Fidelity National Title Insurance Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.



SCHEDULE B, PART I Requirements

6. The search did not disclose any open mortgages of record, therefore the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.
7. The Proposed Policy Amount(s) must be disclosed to the Company, and subject to approval by the Company, entered as the Proposed Policy Amount. An owner's policy should reflect the purchase price or full value of the Land. A loan policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
8. Because the Company has recently issued a title search report/title commitment to another proposed insured purchaser of the same Land, the Title Agent must determine that any and all prior contracts to sell and purchase the Land have been effectively terminated, mutually released, or assigned to the present proposed insured purchaser, and that no other person can claim a right to purchase. Please contact the Underwriting Department with any questions.

NOTE: The Conveyances to Foreign Entities Act in sections 692.201 - 692.205, Florida Statutes (the "Act"), limits and regulates the purchase, sale and ownership of Florida real property by certain buyers who are associated with "foreign countries of concern," specifically the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro and the Syrian Arab Republic. In connection with the purchase of real property, the Act requires each buyer to provide an affidavit confirming the purchaser is in compliance with the Act. Any loss or damage resulting from a violation of the Act is excluded from coverage under the terms of the Policy.

NOTE: Section 695.26 (1)(c), F.S., provides that no instrument conveying, assigning, encumbering or otherwise disposing of an interest in real property which is executed or acknowledged in Florida shall be recorded by the clerk of court unless the post office address of each witness is legibly printed, typed or stamped upon the instrument. If an instrument containing one or more witnesses is recorded, the witnesses' addresses, as well as their names, should appear below their signatures. A business address may be used.



SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.

Note: 2024 Real Estate Taxes are paid on the following Tax Parcel:

Tax Parcel/Account No.: 352731-000000100000: 2024 Gross Amount \$144.95
Tax Parcel/Account No.: 262731-000000100000: 2024 Gross Amount \$237.42.
Tax Parcel/Account No.: 272731-000000200000: 2024 Gross Amount \$690.20.
Tax Parcel/Account No.: 342731-000000100000: 2024 Gross Amount \$528.69.

3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Notwithstanding the insuring provisions, this policy does not insure any right of access to and from the land.
5. Easement in favor of Florida Power Corporation recorded in Official Records Book 105, Page 497, of the Public Records of Osceola County, Florida.
6. Oil, gas and/or mineral reservations in favor of Consolidated Naval Stores Company, a Florida corporation, as set forth in Warranty Deed recorded in Deed Book 100, Page 162, of the Public Records of Osceola County, Florida.

Said reservations affected by the following instruments:

a. Notice of Subsurface interest executed by Consolidated Naval Stores Company, recorded in Miscellaneous Book T, Page 314, Public Records of Osceola County, Florida.



SCHEDULE B, PART II Exceptions

b. Name change of Consolidated Naval Stores Company to Consolidated Financial Corporation recorded in Official Records Book 81, Page 5, Public Records of Osceola County, Florida.

c. Warranty Deed from Consolidated Financial Corporation, a Florida corporation, in favor of Consolidated-Tomoka Land Co., a Delaware corporation recorded in Official Records Book 194, Page 132, Public Records of Osceola County, Florida.

d. Notice Pursuant to Section 704.05 and 712, Florida Statutes executed by Consolidated-Tomoka Land Co., recorded in Official Records Book 314, Page 656, Public Records of Osceola County, Florida.

e. Warranty Deed recorded in Official Records Book 2654, Page 1908, and as corrected by instrument recorded in Official Records Book 3160, Page 732, Public Records, from Consolidated-Tomoka Land Co., a Florida corporation, in favor of Indigo Group Inc., a Florida corporation, Public Records of Osceola County, Florida.

f. Quit Claim Deed (Subsurface Interest) from Indigo Group, Inc., a Florida corporation to ADK Soho Fund, L.P., a Delaware limited partnership recorded February 20, 2024, in Official Records Book 6552, Page 1330, Public Records of Osceola County, Florida.

7. Mineral royalty interest conveyance from Consolidated Naval Stores Company, a Florida corporation, in favor of Liberty Oil & Royalty Company, a Delaware corporation, recorded in Miscellaneous Book 3, Page 41, of the Public Records of Osceola County, Florida.

Said mineral royalty interest conveyance affected by the following instruments:

a. Mineral royalty interest conveyance from Liberty Oil & Royalty Company, a Delaware corporation, in favor of Commonwealth Oil Company, a Florida corporation, and recorded in Miscellaneous Book 7, Page 111, Public Records of Osceola County, Florida.

b. General Conveyance, Assignment and Transfer by and between Commonwealth Oil Company, a Florida corporation, and The Jupiter Corporation, a Delaware corporation, recorded in Official Records Book 87, Page 372, Public Records of Osceola County, Florida.

8. Mineral royalty interest conveyance from Consolidated Naval Stores Company, a Florida corporation, in favor of G. Burton Liese, Alvin S. Moody, Marine Gathering Company, a Delaware corporation, and Texas Title Company, a Texas corporation, recorded in Miscellaneous Book 3, Page 58, Public Records of Osceola County, Florida.

Said mineral royalty interest conveyance affected by the following instruments:

a. Mineral royalty interest conveyance from Marine Gathering Company, a Delaware corporation, in favor of Commonwealth Oil Company, a Florida corporation, and recorded in Miscellaneous Book 5, Page 410, Public Records of Osceola County, Florida.

b. General Conveyance, Assignment and Transfer by and between Commonwealth Oil Company, a Florida corporation, and The Jupiter Corporation, a Delaware corporation, recorded in Official Records Book 87, Page 372, Public Records of Osceola County, Florida.



SCHEDULE B, PART II Exceptions

- c. Mineral royalty interest conveyance from Texas Title Company, a Texas corporation, in favor of Thomas Winfield Blackwell, Jr., recorded in Official Records Book 226, Page 750, Public Records of Osceola County, Florida.
- d. Mineral royalty interest conveyance from Thomas Winfield Blackwell, Jr., in favor of Alvin S. Moody recorded in Official Records Book 132, Page 543, Public Records of Osceola County, Florida.
- e. Ancillary Personal Representative's Deed executed by Herman Ulmer, Jr., as Ancillary Personal Representative's of the Estate of G. Burton Liese, deceased, in favor of John E. Bagalay, as Trustee U/W of G. Burton Liese, deceased; United Fund of Houston and Harris County, a Texas non-profit corporation; Kentucky Female Orphan School, a Kentucky non-profit corporation, d/b/a Midway College; Houston Symphony Society, a Texas non-profit corporation; American Cancer Society, Inc., a Texas non-profit corporation; Sayre College, a Kentucky non-profit corporation, d/b/a Sayre School; Houston Ballet Foundation, a Texas non-profit corporation; Blue Grass Boys' Ranch, Inc., a Kentucky non-profit corporation (erroneously described as "Lexington Boy's Ranch" in decedent's will); William Marsh Rice University, a Texas non-profit corporation; The Corporation of Brown University, a Rhode Island non-profit corporation, recorded in Official Records Book 371, Page 155, Public Records of Osceola County, Florida.
- f. Notice of Subsurface Interests executed by John E. Bagalay, as Trustee U/W of G. Burton Liese, deceased, recorded in Official Records Book 810, Page 2106, Public Records of Osceola County, Florida.
- g. Quitclaim Deed executed by Alvin S. Moody, in favor of the Alvin S. Moody Trust dated November 11, 1988 recorded in Official Records Book 902, Page 984, Public Records of Osceola County, Florida.
- h. Trustee's Distributive Deed executed by John E. Bagalay, as Trustee Under the Will of G. Burton Liese, deceased, in favor of Leslie S. Brinkoeter, as Independent Executor of the Estate of Margaret Dargan Prindiville, f/k/a Margaret Liese, deceased, recorded in Official Records Book 3804, Page 2768, Public Records of Osceola County, Florida.
- i. Executor's Distributive Deed executed by Leslie S. Brinkoeter, as Independent Executor of the Estate of Margaret Dargan Prindiville, f/k/a Margaret Liese, deceased, in favor of Leslie S. Brinkoeter, as Trustee of the Kemp Strother Dargan Trust, recorded in Official Records Book 3852, Page 2577, Public Records of Osceola County, Florida.
- j. Executor's Distributive Deed executed by Leslie S. Brinkoeter, as Independent Executor of the Estate of Margaret Dargan Prindiville, f/k/a Margaret Liese, deceased, in favor of Leslie S. Brinkoeter, recorded in Official Records Book 3852, Page 2581, Public Records of Osceola County, Florida.
- k. Trust Distribution Deed from Suzanne Moody Fuqua and Elizabeth Moody Cadwell, as Successor Co-Trustees of the Alvin S. Moody Trust to Suzanne Moody Fuqua and Elizabeth Moody Cadwell, as Successor Co-Trustees of the Jeanne Long Moody Trust recorded November 9, 2021, in Official Records Book 6082, Page 2916, Public Records of Osceola County, Florida.
- l. Trust Distribution Deed from Suzanne Moody Fuqua and Elizabeth Moody Cadwell, as Successor Co-Trustees of the Jeanne Long Moody Trust to Suzanne Moody Fuqua, as to an undivided 55% and Elizabeth Moody Cadwell, as to an undivided 45% recorded January 19, 2022, in Official Records Book 6132, Page 1484, Public Records of Osceola County, Florida.



SCHEDULE B, PART II Exceptions

m. Mineral Deed from Elizabeth Moody Cadwell to Elizabeth Moody Cadwell, as Trustee of the Elizabeth Moody Cadwell Revocable Trust recorded August 10, 2022, in Official Records Book 6266, Page 1614, Public Records of Osceola County, Florida.

n. Mineral Deed from Suzanne Moody Fuqua to Suzanne Moody Fuqua, as Trustee of the Suzanne Moody Fuqua Revocable Trust recorded September 20, 2022, in Official Records Book 6289, Page 128, Public Records of Osceola County, Florida.

9. Oil, Gas and Mineral Lease in favor of The Texas Company; a Delaware corporation, as Lessee, and recorded in Miscellaneous Book S, Page 369, Public Records of Osceola County, Florida.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, 2400 Maitland Center Parkway, Maitland, FL 32751; Telephone 866-632-6200.

Searched By: Bonnie J. Kennedy -- bonnie.kennedy@fnf.com (407) 670-2414



EXHIBIT "A"

The South one-half (S 1/2) of the West one-half (W 1/2) of Section 26, less the North 200 feet thereof; the South one-half (S 1/2) of Section 27, less the North 200 feet thereof; the North one-half (N 1/2) of Section 34 less the South 200 feet thereof; and the North one-half (N 1/2) of the West one-half (W 1/2) of Section 35, less the South 200 feet thereof, all lying and being in Township 27 South, Range 31 East, Osceola County, Florida.

EXHIBIT “E”

QUIT CLAIM DEED

[See attached]

DRAFT

This instrument prepared by:
Daniel E. Smith, Esq.
CTO Realty Growth, Inc.
P O Box 10809
Daytona Beach, Florida 32120-0809

QUITCLAIM DEED
(Subsurface Interest)

THIS Quitclaim Deed is made the ____ day of _____ 2025 by ADK SOHO FUND L.P., a Delaware limited partnership, whose mailing address is c/o CTO TRS CRISP39 LLC, 1140 N. Williamson Blvd., Suite 140, Daytona Beach, Florida 32114 (“Grantor”), and _____, whose address is _____ (“Grantee”).

WITNESSETH, that Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars in hand paid at and before the sealing and delivery of these presents, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and convey unto the Grantee forever, any and all of the interest reserved in the oil, gas and mineral rights which Grantor has in and to the following described lot, piece, or parcel of land, situate, lying and being in the County of Highlands, State of Florida, to wit:

[SEE EXHIBIT “A”]

This deed is given to extinguish all rights of ingress and egress for purpose of mining, drilling, exploring, or developing for oil, gas, minerals, or fissionable materials and any and all of the interest reserved in the oil, gas, and mineral rights, together with any and all other rights, of Grantor as to the lands herein described.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

[Signature Page Follows]

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:

ADK SOHO FUND L.P.,
a Delaware limited partnership

Witness: _____

Name: _____
1140 N. Williamson Blvd., Ste. 140
Daytona Beach, Florida 32114

By: CTO TRS Crisp39 LLC,
a Delaware limited liability company,
its asset manager

By: Alpine Income Property Manager, LLC
a Delaware limited liability company,
its sole member

Witness: _____

Name: _____
1140 N. Williamson Blvd., Ste. 140
Daytona Beach, Florida 32114

By: CTO Realty Growth, Inc.,
a Maryland corporation
its sole member

By: _____
Daniel E. Smith
SVP, General Counsel, and
Corporate Secretary

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____ 2024 by Daniel E. Smith, as SVP, General Counsel and Corporate Secretary of CTO Realty Growth, Inc., a Maryland corporation, the sole member of Alpine Income Property Manager, LLC, a Delaware limited liability company, the sole member of CTO TRS Crisp39 LLC, a Delaware limited liability company, the asset manager of ADK SOHO Fund L.P., a Delaware limited partnership, on behalf of the company, and who is personally known to me.

Signature of Notary Public

Print Name of Notary Public
Notary Public of the State of Florida,
My commission expires on _____


EXHIBIT A

All rights of ingress and egress for purpose of mining, drilling, exploring or developing for gas, minerals, or fissionable materials and any and all of the interest reserved in the oil, gas, and mineral. rights in the following real property:

D.5.

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Chip R. Skambis
Right of Way Counsel
Dinsmore & Shohl, LLP 

DATE: May 16, 2025

RE: Resolution of Central Florida Expressway Authority (“CFX”) Declaring Property as Necessary for Acquisition for Expressway System
Project: 516-236, Lake-Orange Expressway
Parcel Nos.: 51-114A-B, 51-122A-B, 51-127A-B

BACKGROUND

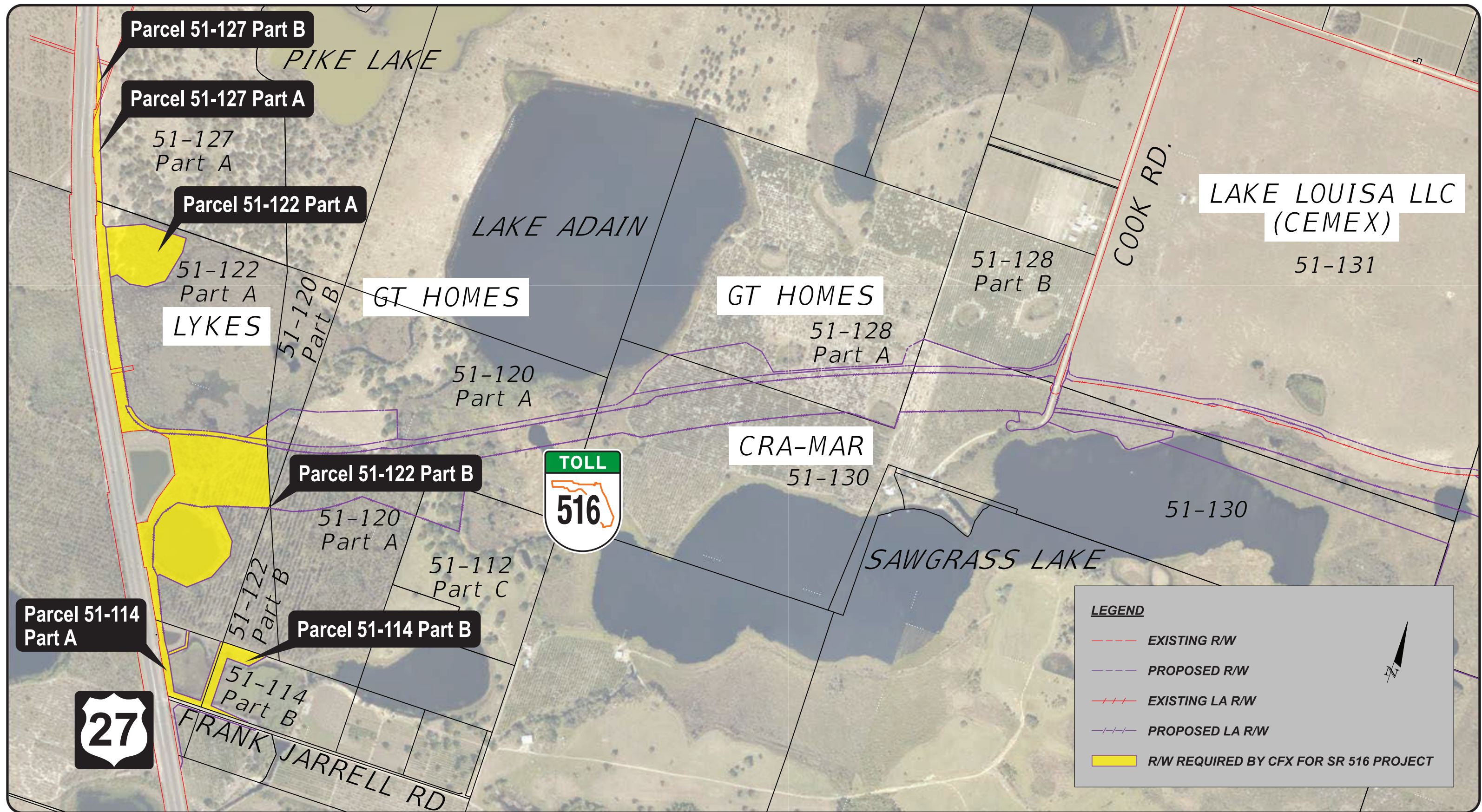
As part of the right-of-way acquisition required for the State Road 516 Lake-Orange Expressway Project (“Project”), CFX needs to acquire right-of-way and property interests depicted on **Attachment “A”** attached hereto (collectively, the “Parcels”). Dinsmore & Shohl, LLP, as Right-of-Way counsel, submits the following Resolution of Central Florida Expressway Authority Declaring Property as Necessary for Acquisition for Expressway System (“Resolution”), appended hereto as **Attachment “B”**, and is seeking the Right of Way Committee’s recommendation for Board approval of the Resolution. The Resolution is being submitted in accordance with applicable Florida law governing eminent domain and acquisition of property interests by public bodies having eminent domain authority.

REQUEST

A recommendation of the Right-of-Way Committee for the Board’s approval and adoption of the attached Resolution to allow the acquisition of Parcels 51-114A, 51-114B, 51-122A, 51-122B, 51-127A, and 51-127B for the construction of the SR 516 Lake-Orange Expressway Project. This approval is subject to any minor or clerical revisions approved by the General Counsel, General Engineering Consultant, or designee.

ATTACHMENTS

- A. Resolution for 51-114A, 51-114B, 51-122A, 51-122B, 51-127A, and 51-127B (with Exhibits to Amended and Restated Resolution of all Sketches of Description).
- B. Map for parcels identified as part of Segment 516-236.



ATTACHMENT "B"

Resolution No. 2025-_____

Project No. 516-236

Parcel Nos. 51-114A, 51-114B, 51-122A, 51-122B, 51-127A, 51-127B

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

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

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

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

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

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

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

Resolution No. 2025-_____
Project No. 516-236

Parcel Nos. 51-114A, 51-114B, 51-122A, 51-122B, 51-127A, 51-127B

described in the attached **Exhibit "A"** by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish and file in the name of CFX all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith.


Section 3. To the extent any of the above-captioned parcels and/or the Property as described in **Exhibit "A"** has been the subject matter of any previous Resolution of the CFX Governing Board, including without limitation Resolutions 2024-438 and 2024-431, this Resolution shall supersede and take precedence. 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 for the
exclusive use and reliance of CFX.



Christopher "Chip" Skambis
Right-of-Way Counsel

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

LEGAL DESCRIPTION

PART 1

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

COMMENCE AT A 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF SOUTHEAST QUARTER OF SAID SECTION 4 SOUTH 00°11'47" WEST, A DISTANCE OF 670.47 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 821 AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00°11'47" WEST, A DISTANCE OF 632.97 FEET TO THE SOUTH LINE OF SAID DESCRIBED LANDS AND THE NORTH RIGHT OF WAY LINE OF FRANK JARRELL ROAD, A VARIED WIDTH RIGHT OF WAY AS DESCRIBED IN DEED BOOK 52, PAGE 594; THENCE ALONG SAID SOUTH LINE AND NORTH RIGHT OF WAY LINE SOUTH 89°50'28" WEST, A DISTANCE OF 335.23 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 28°31'04" WEST, A DISTANCE OF 382.51 FEET TO THE SOUTHERLY LINE OF WATER RETENTION AREA POND C AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE ALONG SAID SOUTHERLY LINE NORTH 55°11'38" EAST, A DISTANCE OF 71.48 FEET; THENCE SOUTH 32°24'25" EAST, A DISTANCE OF 24.76 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 26520.37 FEET, A CHORD BEARING OF SOUTH 28°03' 55" EAST AND A CHORD DISTANCE OF 62.10 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 28°07'56" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°08'03", A DISTANCE OF 62.10 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 24659.77 FEET, A CHORD BEARING OF SOUTH 27°30'43" EAST AND A CHORD DISTANCE OF 246.62 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 27°47'55" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°34'23", A DISTANCE OF 246.62 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 24595.56 FEET, A CHORD BEARING OF SOUTH 26°53'26" EAST AND A CHORD DISTANCE OF 36.82 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 26°56'00" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°05'09", A DISTANCE OF 36.82 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 260.05 FEET; THENCE NORTH 00°11'58" EAST, A DISTANCE OF 449.13 FEET; THENCE NORTH 23°37'08" WEST, A DISTANCE OF 50.35 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 88.99 FEET TO AFOREMENTIONED NORTH LINE OF DESCRIBED LANDS; THENCE ALONG SAID NORTH LINE NORTH 89°58'23" EAST, A DISTANCE OF 46.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.362 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. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)				
			LAKE COUNTY				
			BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300		DATA SOURCE: SEE GENERAL NOTES, SHEET 4
PART 1	MJS	01/09/2025	DRAWN	J. J PIERRE	03/08/2023		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A	
						SHEET 1 OF 4	

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

LEGAL DESCRIPTION

PART 2

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

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

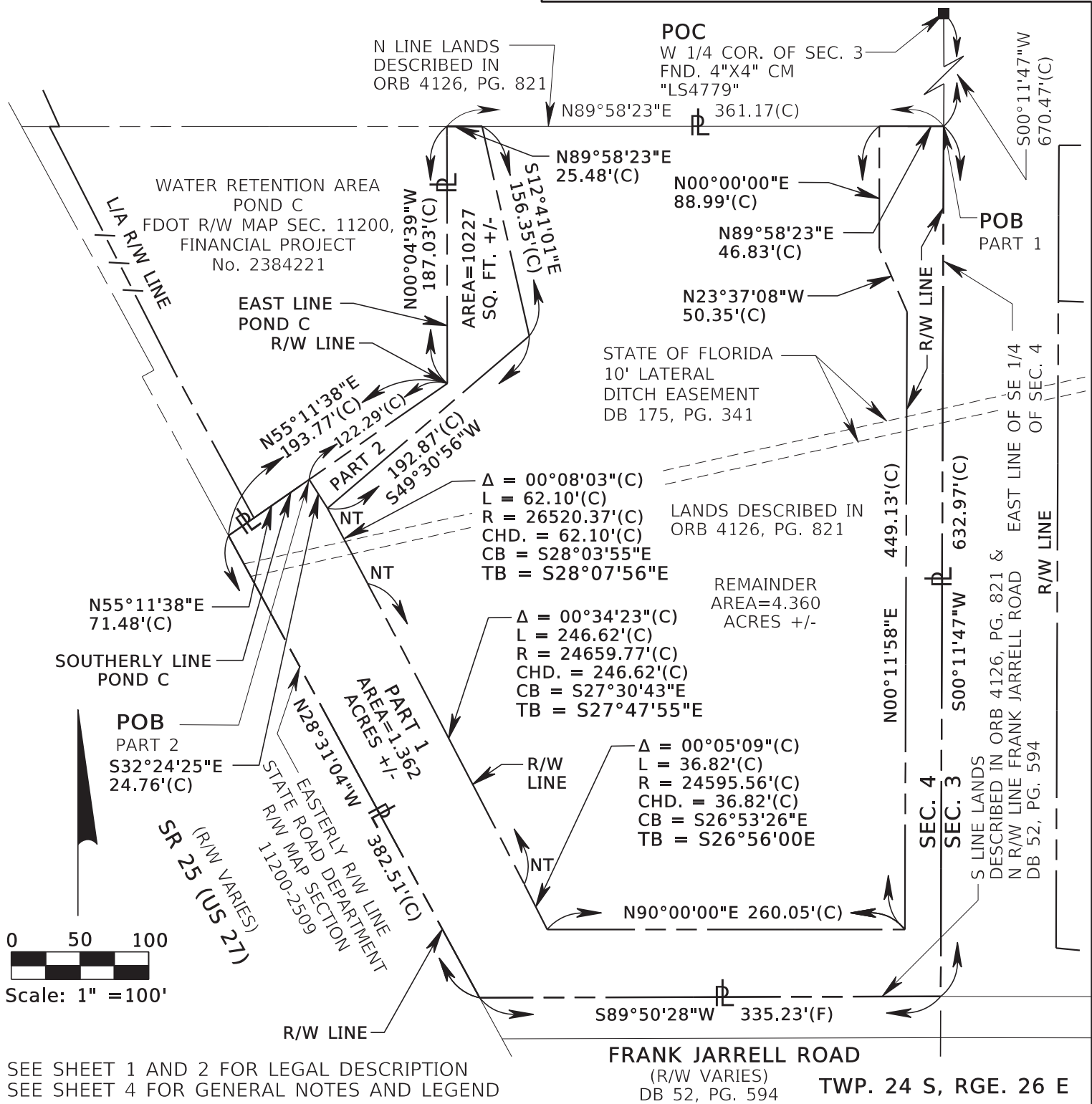
CONTAINING 10227 SQUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 1.597 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. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)				
			LAKE COUNTY				
			BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300		
AGGREGATE AREA	M. SHATTO	01/09/2025	DRAWN	J. J PIERRE	03/08/2023	DATA SOURCE: SEE GENERAL NOTES, SHEET 4	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A	SHEET 2 OF 4

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



			CENTRAL FLORIDA EXPRESSWAY AUTHORITY				
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY				
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY				
PART 1	M. SHATTO	01/09/2025		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
(C) TO (F) CALL	M. SHATTO	11/30/2023	DRAWN	J. J PIERRE	03/08/2023		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A SHEET 3 OF 4	

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

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING SOUTH 00°11'47" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589320 DATED 09/13/2022 AT 8:00 A.M., UPDATED 09/13/2023 AT 8:00 A.M., UPDATED 2/22/2024 AT 8:00 A.M.

LEGEND

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

Martin J Shatto

Digitally signed by Martin J

Shatto

Date: 2025.01.16 16:15:52 -05'00'

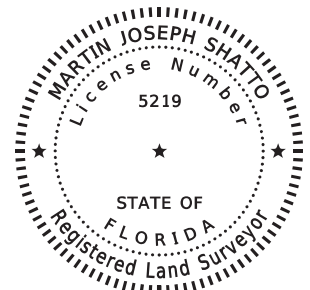
MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 01/10/2025.

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. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY						
UPDATE TITLE DATE	M. SHATTO	3/12/2024		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	
UPDATE TITLE DATE	M. SHATTO	11/30/2023	DRAWN	J. J PIERRE	03/08/2023				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A			SHEET 4 OF 4

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

LEGAL DESCRIPTION

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

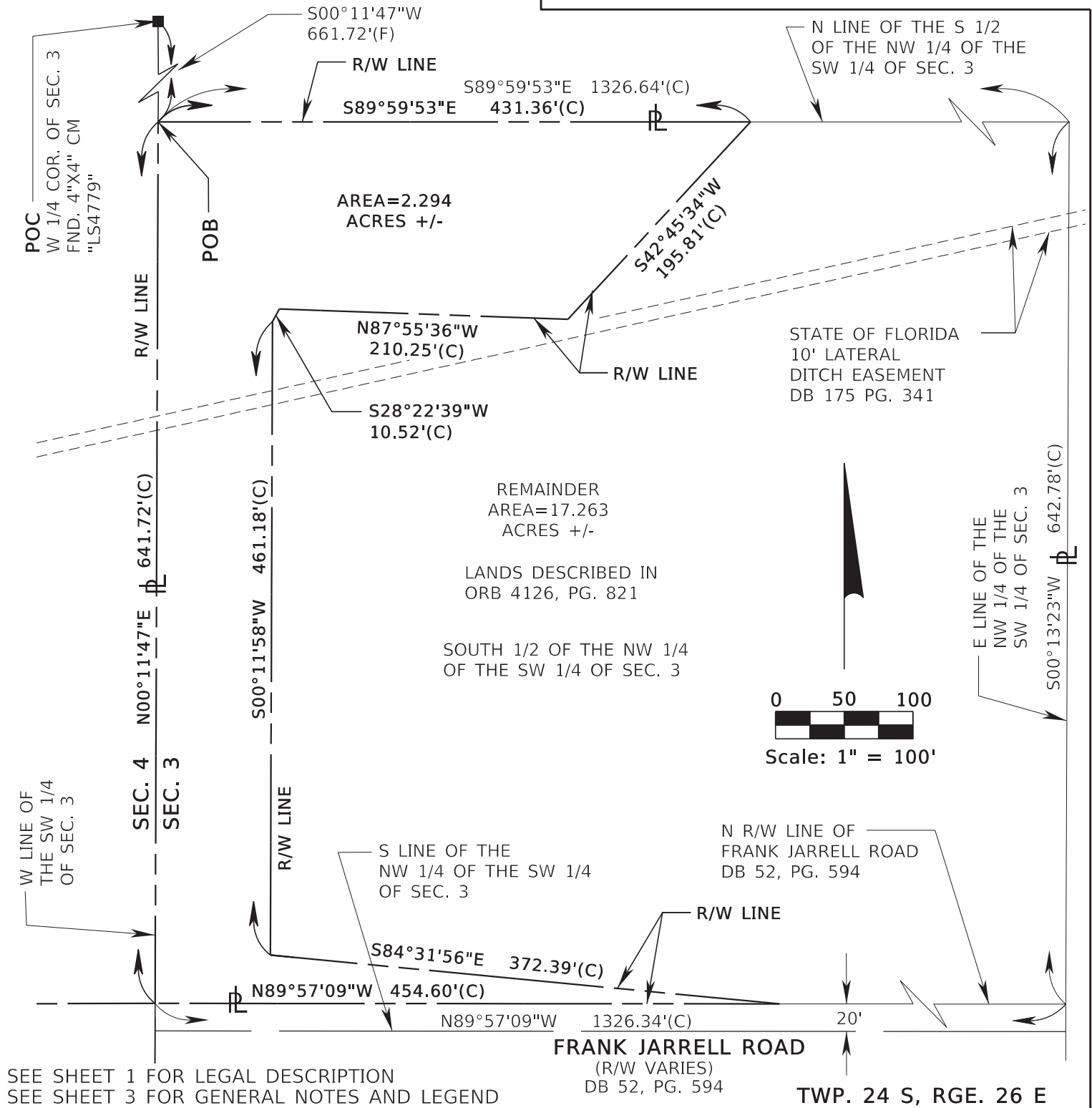
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE SOUTH 00°11'47" WEST ALONG THE WEST LINE OF SOUTHWEST QUARTER OF SECTION 3, A DISTANCE OF 661.72 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3 SOUTH 89°59'53" EAST, A DISTANCE OF 431.36 FEET; THENCE SOUTH 42°45'34" WEST, A DISTANCE OF 195.81 FEET; THENCE NORTH 87°55'36" WEST, A DISTANCE OF 210.25 FEET; THENCE SOUTH 28°22'39" WEST, A DISTANCE OF 10.52 FEET; THENCE SOUTH 00°11'58" WEST, A DISTANCE OF 461.18 FEET; THENCE SOUTH 84°31'56" EAST, A DISTANCE OF 372.39 FEET TO THE NORTH RIGHT OF WAY LINE OF FRANK JARRELL ROAD, A VARIED WIDTH RIGHT OF WAY AS DESCRIBED IN DEED BOOK 52, PAGE 594; SAID POINT BEING 20 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE NORTH 89°57'09" WEST, A DISTANCE OF 454.60 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG SAID WEST LINE NORTH 00°11'47" EAST, A DISTANCE OF 641.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.294 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. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY				
SHEET NUMBERS	M. SHATTO	01/09/2025		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	
PART 1 LABELS REMOVED	M. SHATTO	01/09/2025				DATA SOURCE: SEE GENERAL NOTES, SHEET 3	
PARCEL REVISED	M. SHATTO	01/09/2025	DRAWN	J. J PIERRE	03/08/2023		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A SHEET 1 OF 3	

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



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

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

SHEET NUMBERS	M. SHATTO	01/09/2025
PART 1 LABELS REMOVED	M. SHATTO	01/09/2025
PARTS COMBINED	M. SHATTO	01/09/2025
REVISION	BY	DATE

BY	DATE
DRAWN J. J PIERRE	03/08/2023
CHECKED M. SHATTO	03/21/2023

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

SECTION N/A SHEET 2 OF 3

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

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, BEING SOUTH 00°11'47" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5086650 DATED JANUARY 15, 2021 AT 8:00 A.M. AND FILE NO. 2037-6221640 DATED 09/25/2023 AT 8:00 A.M., UPDATED 3/06/2024 AT 8:00 A.M.

LEGEND

CHD. = CHORD DISTANCE
CB = CHORD BEARING
CL = CENTERLINE
(C) = CALCULATED DATA
CCR = CERTIFIED CORNER RECORD
CFX = CENTRAL FLORIDA EXPRESSWAY
AUTHORITY
CO. = COUNTY
COR. = CORNER
CM = CONCRETE MONUMENT
CR = COUNTY ROAD
CSX = CHESSIE SEABOARD CONSOLIDATED
D = DEGREE
(D) = DEED DATA
DB = DEED BOOK
DR. = DRIVE
ESMT. = EASEMENT
 Δ = DELTA (CENTRAL ANGLE)
FND. = FOUND
(F) = FIELD DATA
FDOT = FLORIDA DEPARTMENT OF
TRANSPORTATION

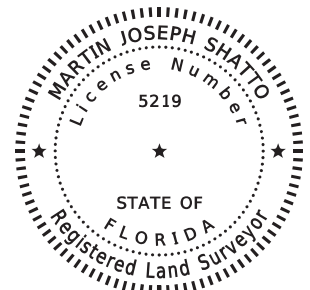
FPID = FINANCIAL PROJECT IDENTIFICATION
ID = IDENTIFICATION
IP = IRON PIPE
IR = IRON ROD OR REBAR
IRC = IRON ROD AND CAP
L = LENGTH OF CURVE
LB = LICENSED BUSINESS
L/A = LIMITED ACCESS
MON. = MONUMENTATION/MONUMENT
NO. = NUMBER
N/A = NOT APPLICABLE
NL = NAIL
N&D = NAIL & DISK
NT = NON-TANGENT
NTS = NOT TO SCALE
OR = OFFICIAL RECORD
ORB = OFFICIAL RECORD BOOK
PG. = PAGE
PLS = PROFESSIONAL LAND SURVEYOR
PL = PROPERTY LINE
(P) = PLAT DATA
PB = PLAT BOOK

PC = POINT OF CURVATURE
PI = POINT OF INTERSECTION
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PT = POINT OF TANGENCY
PROJ. = PROJECT
R = RADIUS
RR = RAILROAD
RGE. = RANGE
REF. = REFERENCE
R/W = RIGHT OF WAY
SEC. = SECTION
SELY = SOUTHEASTERLY
SR = STATE ROAD
SQ.FT. = SQUARE FEET
T = TANGENT
TB = TANGENT BEARING
TC = TANGENT TO CURVE
TWP. = TOWNSHIP
UE = UTILITY EASEMENT

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

Martin J Shatto Digitally signed by Martin J Shatto
Date: 2025.01.16 16:17:20 -05'00'

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 01/10/2025.
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. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY					
SHEET NUMBERS	M. SHATTO	01/09/2025		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	
UPDATE TITLE DATE	M. SHATTO	03/12/2024						
UPDATE TITLE DATE	M. SHATTO	11/30/2023	DRAWN	J. J PIERRE	03/08/2023			
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A		SHEET 3 OF 3

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

LEGAL DESCRIPTION

PART 1

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

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

CONTINUED ON SHEET 2

SEE SHEET 11 FOR SKETCH OF DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY				
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY				
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)				
			LAKE COUNTY				
			BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300		
SHEET NUMBERS	M. SHATTO	1/09/2025	DRAWN	J. J PIERRE	03/21/2023	DATA SOURCE: SEE GENERAL NOTES, SHEET 17	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A	
						SHEET 1 OF 17	

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

LEGAL DESCRIPTION

PART 1: CONTINUED FROM SHEET 1

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

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

CONTAINING 16.405 ACRES, MORE OR LESS.

SEE SHEET 11 FOR SKETCH OF DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY				
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY				
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)				
			LAKE COUNTY				
			BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300		
SHEET NUMBERS	M. SHATTO	01/09/2025	DRAWN	J. J PIERRE	03/21/2023	DATA SOURCE: SEE GENERAL NOTES, SHEET 17	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A	SHEET 2 OF 17

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

LEGAL DESCRIPTION

PART 2

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

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

CONTINUED ON SHEET 4

SEE SHEET 12 FOR SKETCH OF DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY				
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY				
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)				
			LAKE COUNTY				
			BY	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 17
SHEET NUMBERS	M. SHATTO	01/09/2025	DRAWN	J. J PIERRE	03/21/2023		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A	
						SHEET 3 OF 17	

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

LEGAL DESCRIPTION

PART 2: CONTINUED FROM SHEET 3

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

CONTAINING 5.331 ACRES, MORE OR LESS.

SEE SHEET 12 FOR SKETCH OF DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY				
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY				
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)				
			LAKE COUNTY				
			BY	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 17	
SHEET NUMBERS	M. SHATTO	01/09/2025	DRAWN	J. J PIERRE	03/21/2023		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A	SHEET 4 OF 17

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

LEGAL DESCRIPTION

PART 3

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

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

CONTAINING 1.373 ACRES, MORE OR LESS.

SEE SHEET 13 FOR SKETCH OF DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY				
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY				
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)				
			LAKE COUNTY				
			BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300		
SHEET NUMBERS	M. SHATTO	01/09/2025	DRAWN	J. J PIERRE	03/21/2023	DATA SOURCE: SEE GENERAL NOTES, SHEET 17	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A	SHEET 5 OF 17

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

LEGAL DESCRIPTION

PART 4

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

COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE NORTH LINE OF SECTION 4, TOWNSHIP 24 EAST, RANGE 26 EAST NORTH 89°53'41" WEST, A DISTANCE OF 99.56 FEET TO SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE CONTINUE ALONG SAID NORTH LINE NORTH 89°50'06" WEST, A DISTANCE 475.52 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 3788, PAGE 51; THENCE ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 3788, PAGE 51 SOUTH 19°21'28" EAST, A DISTANCE OF 58.70 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE SOUTH 11°06'22" EAST, A DISTANCE OF 1431.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY LINE SOUTH 11°06'22" EAST, A DISTANCE OF 74.97 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE SOUTH 21°48'37" EAST, A DISTANCE OF 77.57 FEET; THENCE SOUTH 78°33'31" WEST, A DISTANCE OF 194.78 FEET; THENCE NORTH 38°42'41" EAST, A DISTANCE OF 236.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 14193 SQUARE FEET, MORE OR LESS.

SEE SHEET 14 FOR SKETCH OF DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY				
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY				
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY				
				BY	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 17
SHEET NUMBERS	M. SHATTO	01/09/2025	DRAWN	J. J PIERRE	03/21/2023		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A SHEET 6 OF 17	

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

LEGAL DESCRIPTION

PART 5

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

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

CONTAINING 10.351 ACRES, MORE OR LESS.

SEE SHEET 15 FOR SKETCH OF DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY				
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY				
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)				
			LAKE COUNTY				
			BY	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 17	
SHEET NUMBERS	M. SHATTO	01/09/2025	DRAWN	J. J PIERRE	03/21/2023		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A	
						SHEET 7 OF 17	

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

LEGAL DESCRIPTION

PART 6

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

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

CONTAINING 7.670 ACRES, MORE OR LESS.

CONTAINING IN THE AGGREGATE 41.456 ACRES, MORE OR LESS.

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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY				
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY				
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY				
SHEET NUMBERS	M. SHATTO	01/09/2025		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	
PART 7 REMOVED	M. SHATTO	01/09/2025				DATA SOURCE: SEE GENERAL NOTES, SHEET 17	
REVISE PART 6	M. SHATTO	11/30/2023	DRAWN	J. J PIERRE	03/21/2023		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A	SHEET 8 OF 17

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

LEGAL DESCRIPTION

PART 7

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

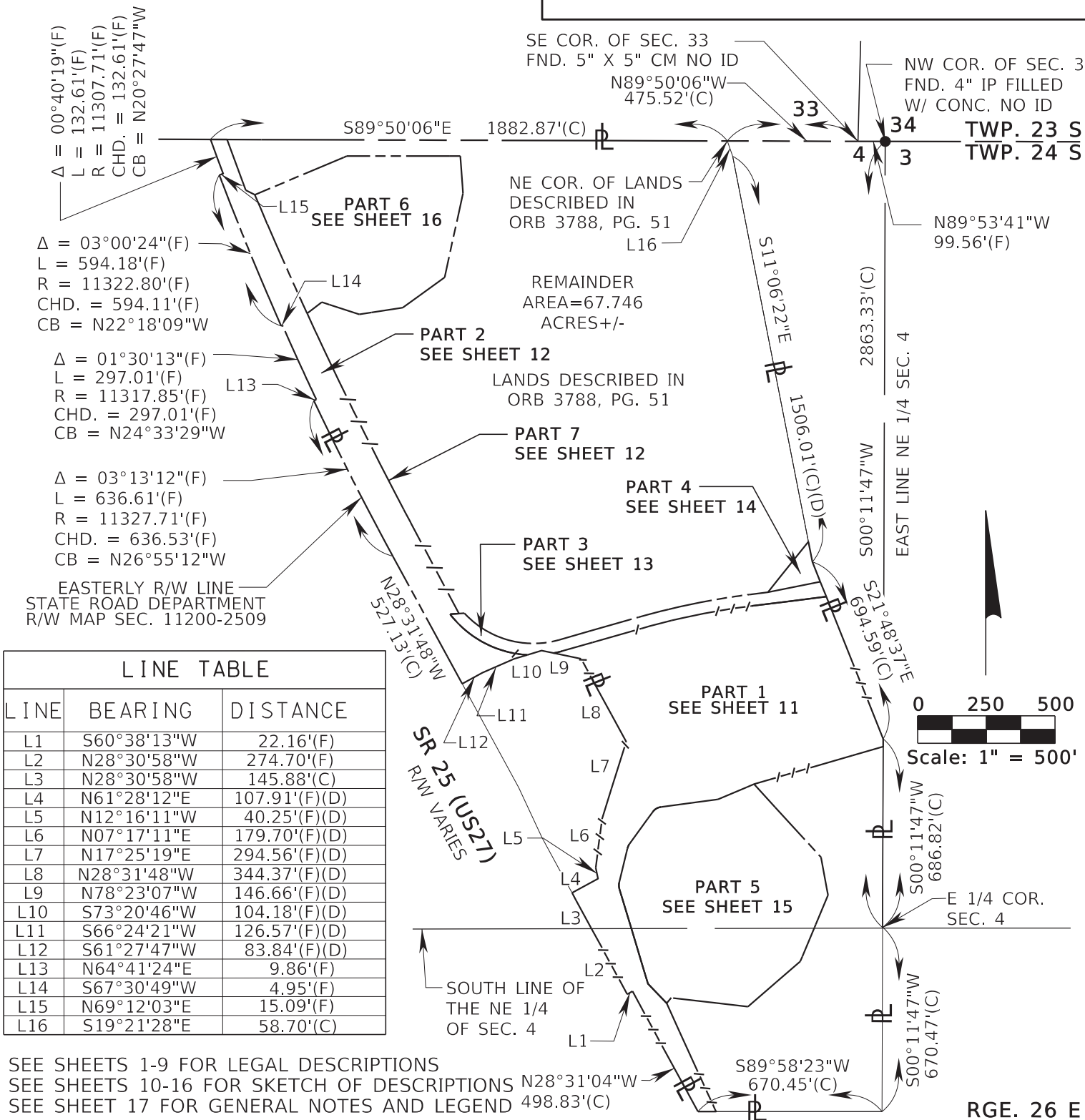
COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE NORTH LINE OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST NORTH 89°53'41" WEST, A DISTANCE OF 99.56 FEET TO SOUTHEAST CORNER OF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

LIMITED ACCESS RIGHTS ONLY ALONG A LINE WITHOUT AREA.

SEE SHEET 12 FOR SKETCH OF DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY				
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY				
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)				
			LAKE COUNTY				
SHEET NUMBERS	M. SHATTO	01/09/2025		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 17
PART 8 RENAMED TO PART 7	M. SHATTO	01/09/2025	DRAWN	J. J PIERRE	03/21/2023		
REVISE PART 8	M. SHATTO	11/30/2023	CHECKED	M. SHATTO	03/21/2023	SECTION N/A	SHEET 9 OF 17
REVISION	BY	DATE					

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



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

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)

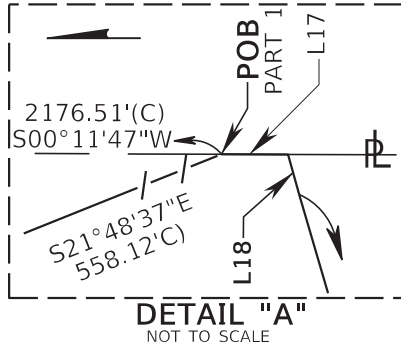
LAKE COUNTY

SHEET NUMBERS	M. SHATTO	01/09/2023
PART 8 RENAMED TO PART 7	M. SHATTO	01/09/2023
PART 7 REMOVED	M. SHATTO	01/09/2023
(C) TO (F) CALLS	M. SHATTO	11/30/2023
REVISE BEARING	D. WILLIAMS	08/27/2023
REVISION	BY	DATE

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 17
DRAWN	J. J PIERRE	03/21/2023	
CHECKED	M. SHATTO	03/21/2023	
		SECTION N/A	SHEET 10 OF 17

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

0 200 400
Scale: 1" = 400'



TWP. 23 S
TWP. 24 S

SE COR. OF SEC. 33

N89°50'06"W
475.52'(C)

N89°53'41"W
99.56'(F)

33

34

3

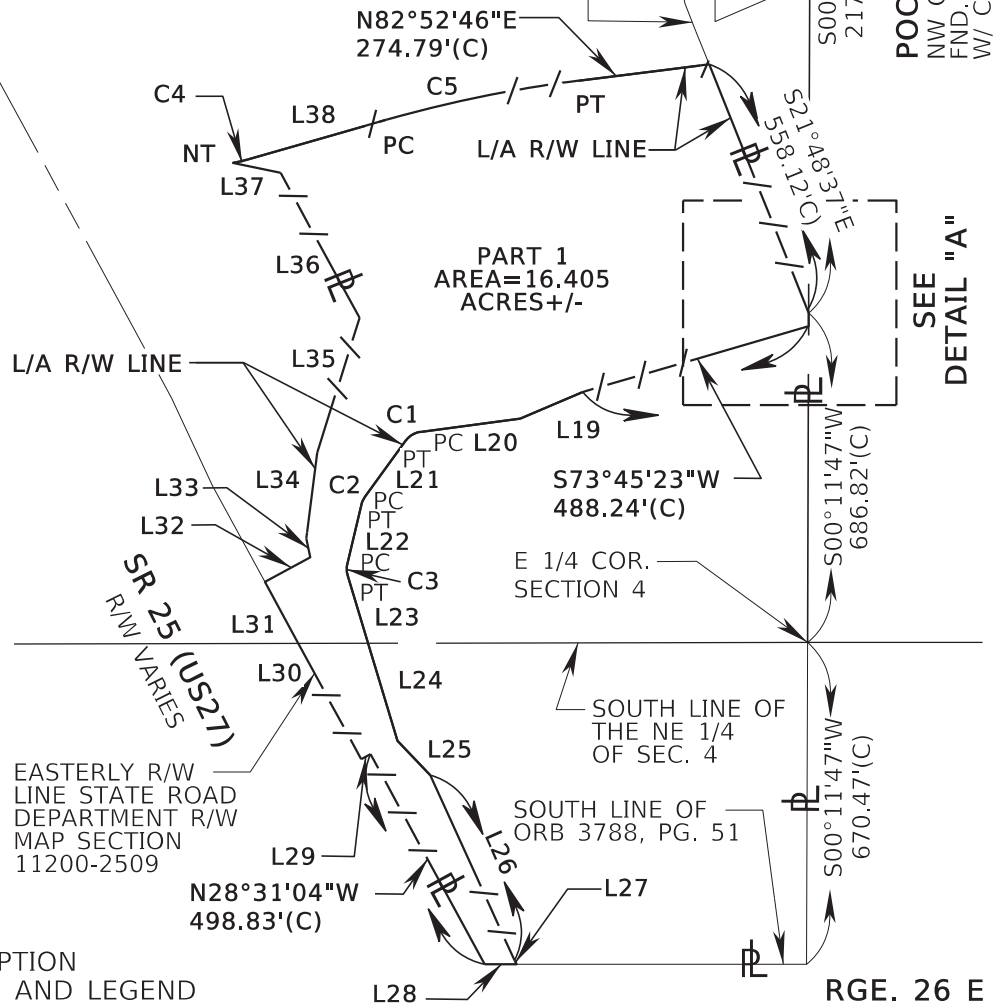
EASTERLY LINE OF
ORB 3788, PG. 51

EAST LINE OF THE
NE 1/4 OF SEC. 4

POC
NW COR. OF SEC. 3
FND. 4" IP FILLED
W/ CONC. NO ID

CURVE TABLE						
NO.	DELTA	R	L	CHD.	CB	TB
C1	46°29'02"(C)	45.00'(C)	36.51'(C)	35.52'(C)	S59°10'51"W	
C2	22°28'31"(C)	45.00'(C)	17.65'(C)	17.54'(C)	S24°42'05"W	
C3	30°14'49"(C)	45.00'(C)	23.76'(C)	23.48'(C)	S01°39'35"E	
C4	04°49'49"(C)	384.00'(C)	32.37'(C)	32.36'(C)	N76°28'47"E	N78°53'42"E
C5	08°48'53"(C)	2657.00'(C)	408.77'(C)	408.37'(C)	N78°28'20"E	

LINE TABLE		
LINE	BEARING	DISTANCE
L17	S00°11'47"W	27.77'(C)
L18	S79°41'43"W	1.83'(C)
L19	S67°00'37"W	142.18'(C)
L20	S82°25'22"W	209.49'(C)
L21	S35°56'20"W	144.77'(C)
L22	S13°27'49"W	127.24'(C)
L23	S16°46'59"E	148.45'(C)
L24	S16°46'59"E	212.44'(C)
L25	S43°40'15"E	98.45'(C)
L26	S24°28'59"E	423.89'(C)
L27	S27°01'30"E	9.75'(C)
L28	S89°58'23"W	66.45'(C)
L29	S60°38'13"W	22.16'(F)
L30	N28°30'58"W	274.70'(F)
L31	N28°30'58"W	145.88'(C)
L32	N61°28'12"E	107.91'(F)(D)
L33	N12°16'11"W	40.25'(F)(D)
L34	N07°17'11"E	179.70'(F)(D)
L35	N17°25'19"E	294.56'(F)(D)
L36	N28°31'48"W	344.37'(F)(D)
L37	N78°23'07"W	101.58'(C)
L38	N74°03'53"E	300.00'(C)



SEE SHEETS 1-2 FOR LEGAL DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

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

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)

LAKE COUNTY

SHEET NUMBERS M. SHATTO 01/09/2025

(C) TO (F) CALLS M. SHATTO 11/30/2023

REVISION BY DATE

BY DATE

DRAWN J. J. PIERRE 03/21/2023

CHECKED M. SHATTO 03/21/2023

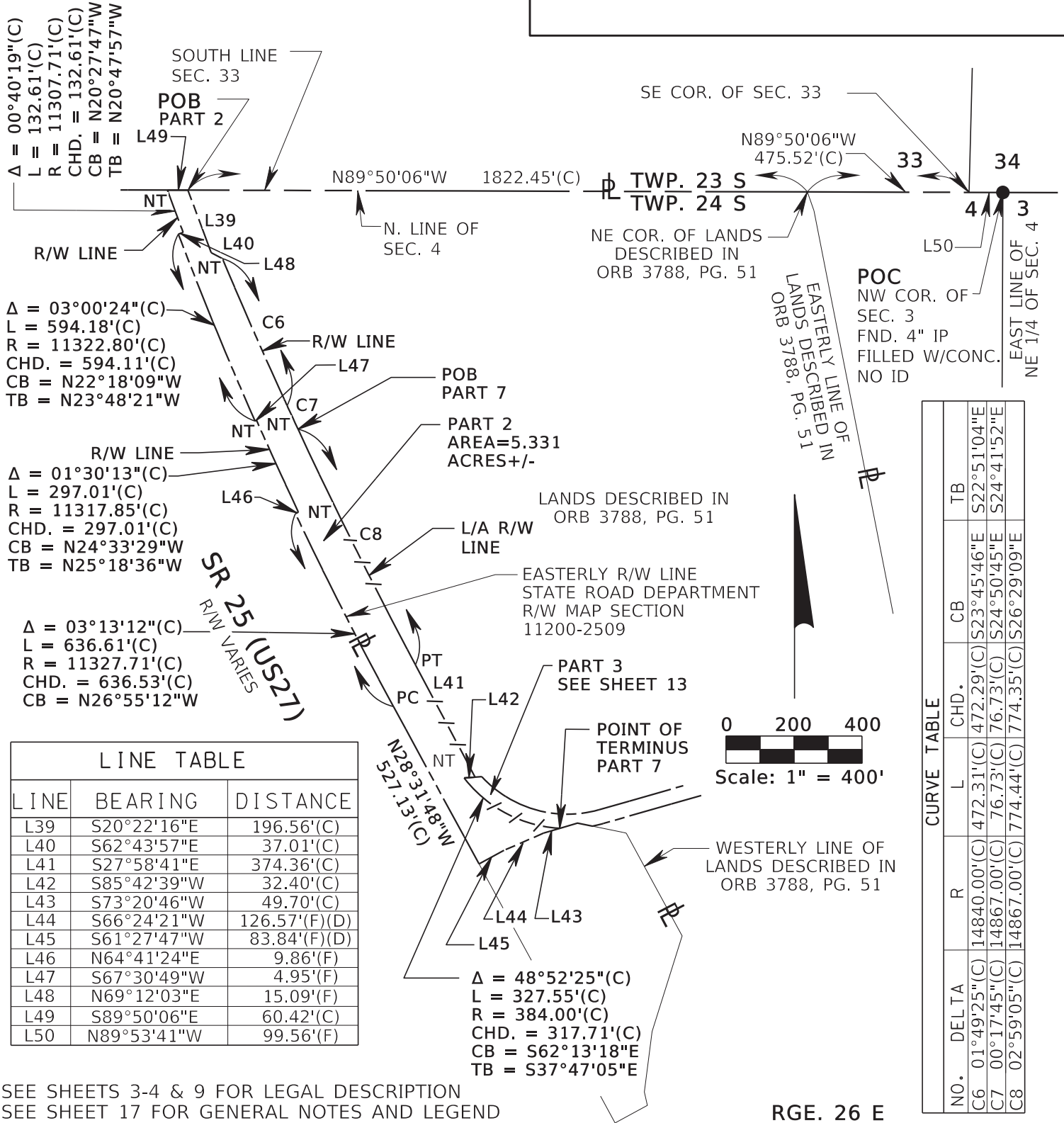
WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO,
FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 17

SECTION N/A

SHEET 11 OF 17

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



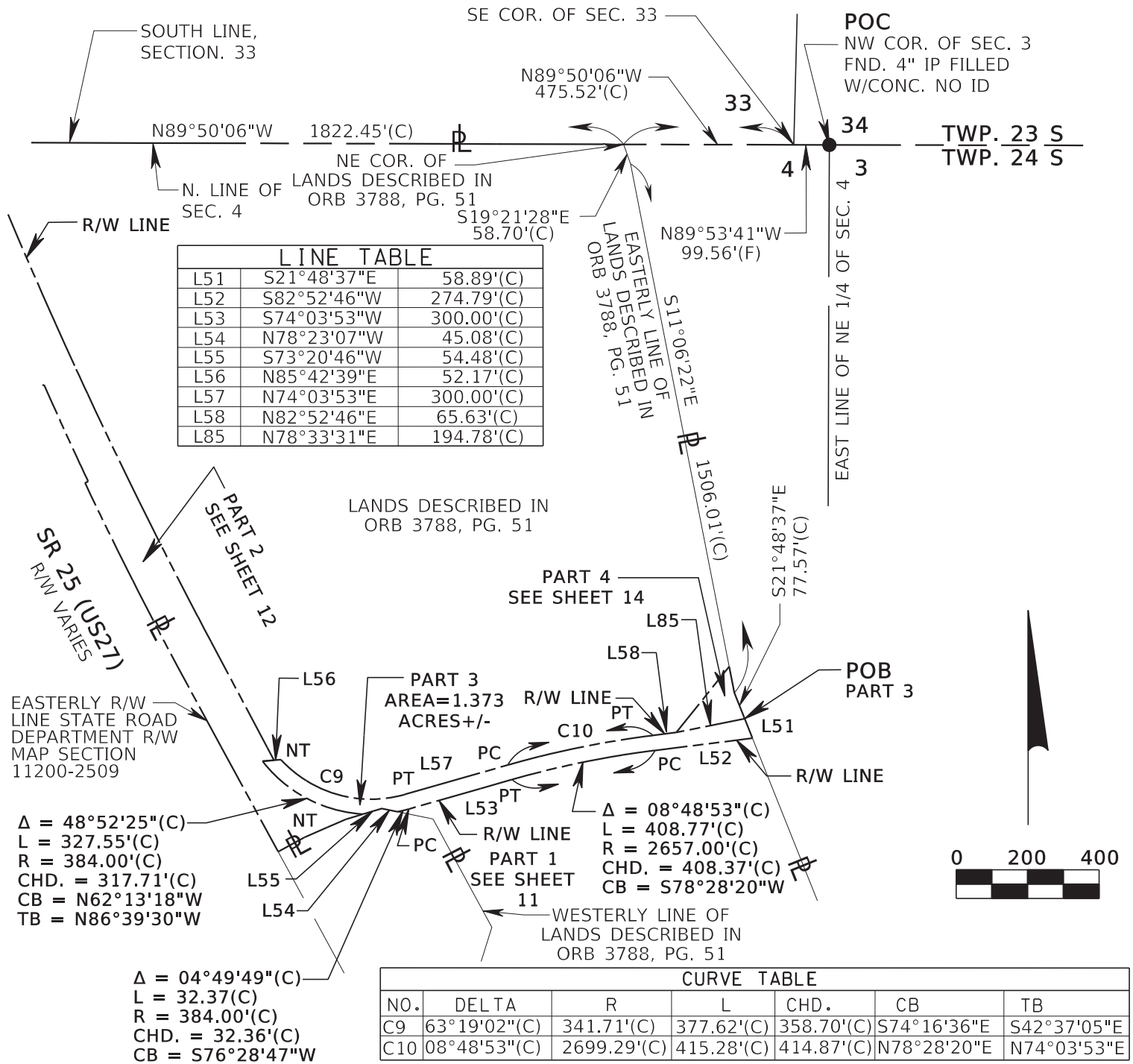
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

SHEET NUMBERS	M. SHATTO	01/09/2025	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 17
PART 8 RENAMED TO PART 7	M. SHATTO	01/09/2025	DRAWN	J. J PIERRE	03/21/2023	
(C) TO (F) CALLS	M. SHATTO	11/30/2023	CHECKED	M. SHATTO	03/21/2023	
REVISION	BY	DATE				

SECTION N/A SHEET 12 OF 17

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



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

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)

LAKE COUNTY

SHEET NUMBERS M. SHATTO 01/09/2025

(C) TO (F) CALLS M. SHATTO 11/30/2023

REVISION BY DATE

BY DATE

DRAWN J. J PIERRE 03/21/2023

CHECKED M. SHATTO 03/21/2023

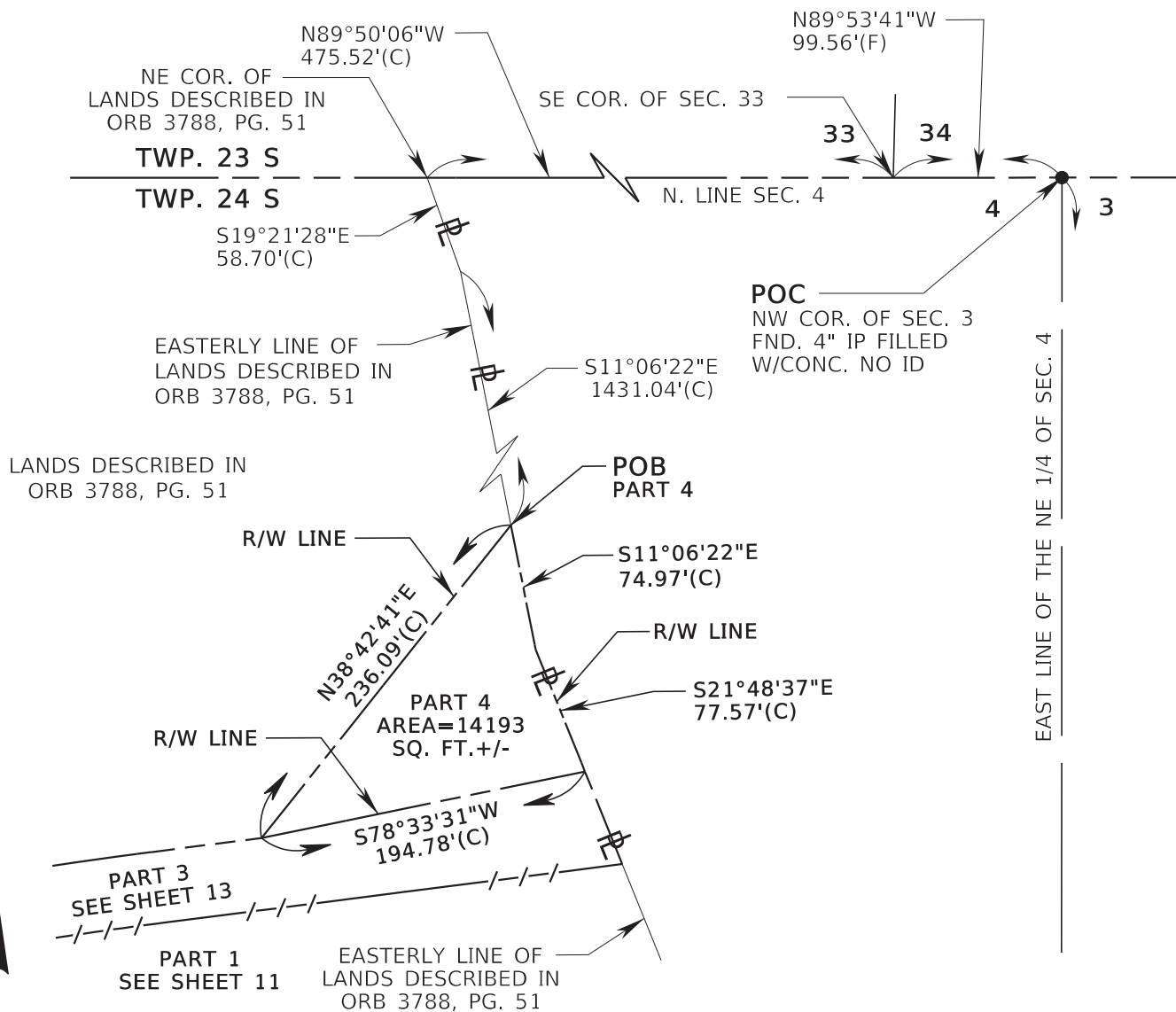
WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO,
FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 17

SECTION N/A

SHEET 13 OF 17

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



0 50 100
 Scale: 1" = 100'

SEE SHEET 6 FOR LEGAL DESCRIPTION
 SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

RGE. 26 E

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

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

SHEET NUMBERS M. SHATTO 01/09/2025

(C) TO (F) CALLS M. SHATTO 11/30/2023

REVISION BY DATE

BY DATE

DRAWN J. J PIERRE 03/21/2023

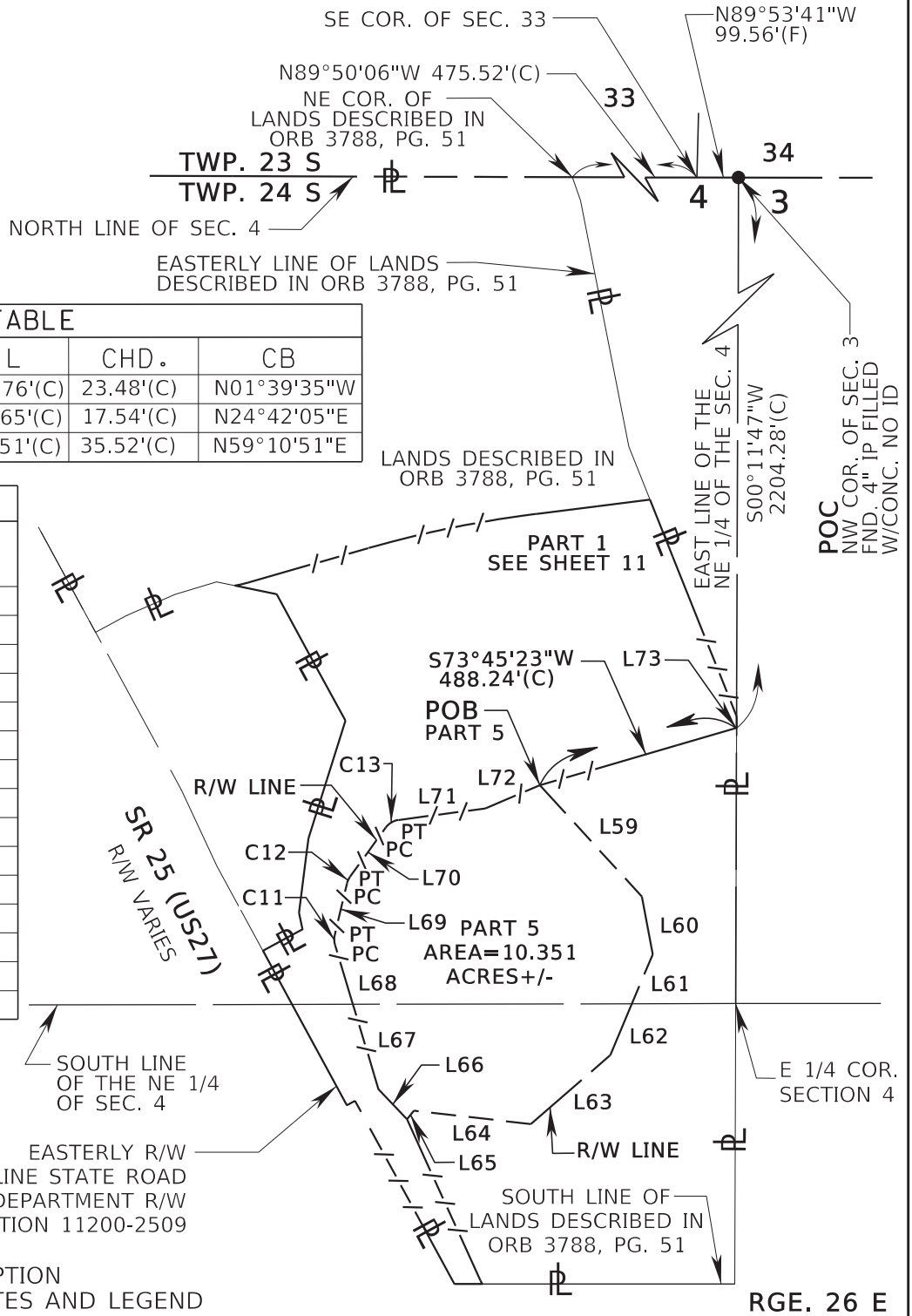
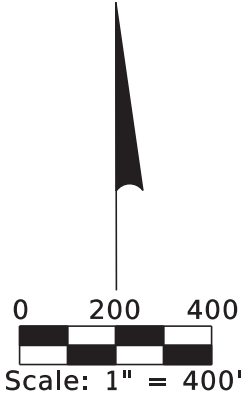
CHECKED M. SHATTO 03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,
 FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
 SEE GENERAL NOTES, SHEET 17

SECTION N/A SHEET 14 OF 17

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



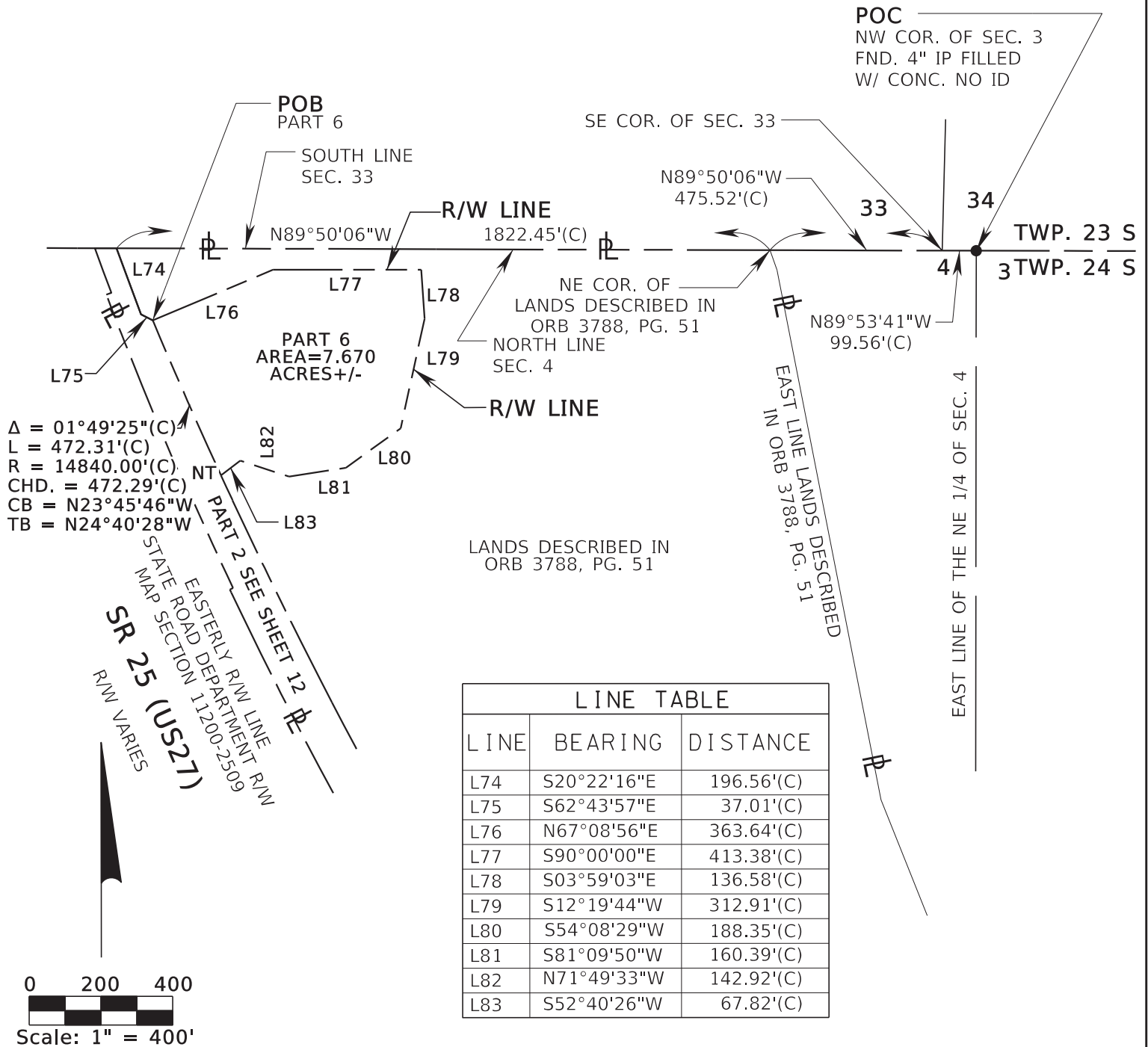
SEE SHEET 7 FOR LEGAL DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

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

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

SHEET NUMBERS	M. SHATTO	01/09/2025	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 17
(C) TO (F) CALLS	M. SHATTO	11/30/2023	DRAWN	J. J PIERRE	03/21/2023	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	

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



SEE SHEET 8 FOR LEGAL DESCRIPTION
 SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

RGE. 26 E

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY						
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY						
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)					LAKE COUNTY	
SHEET NUMBERS	M. SHATTO	01/09/2025		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 17	
ADD CURVE DATA	M. SHATTO	11/30/2023	DRAWN	J. J PIERRE	03/21/2023				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A			SHEET 16 OF 17

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

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, BEING SOUTH 00°11'47" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589558 DATED 9/22/2022 AT 8:00 A.M., UPDATED 09/25/2023 AT 8:00 A.M., UPDATED 03/05/2024 AT 8:00 A.M.

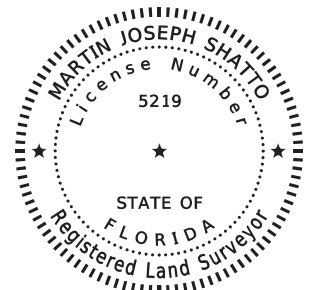
LEGEND

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

Martin J Shatto Digitally signed by Martin J Shatto
Date: 2025.01.16 16:19:34 -05'00'

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 01/10/2025.
SEE SHEETS 1-9 FOR LEGAL DESCRIPTIONS
SEE SHEETS 10-16 FOR SKETCH OF DESCRIPTIONS



			CENTRAL FLORIDA EXPRESSWAY AUTHORITY					
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY					
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY					
SHEET NUMBERS	M. SHATTO	01/09/2025		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	
UPDATE TITLE DATE	M. SHATTO	03/11/2024						
UPDATE TITLE DATE	M. SHATTO	11/30/2023	DRAWN	J. J PIERRE	03/21/2023			
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A		
						SHEET 17 OF 17		

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

LEGAL DESCRIPTION

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

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

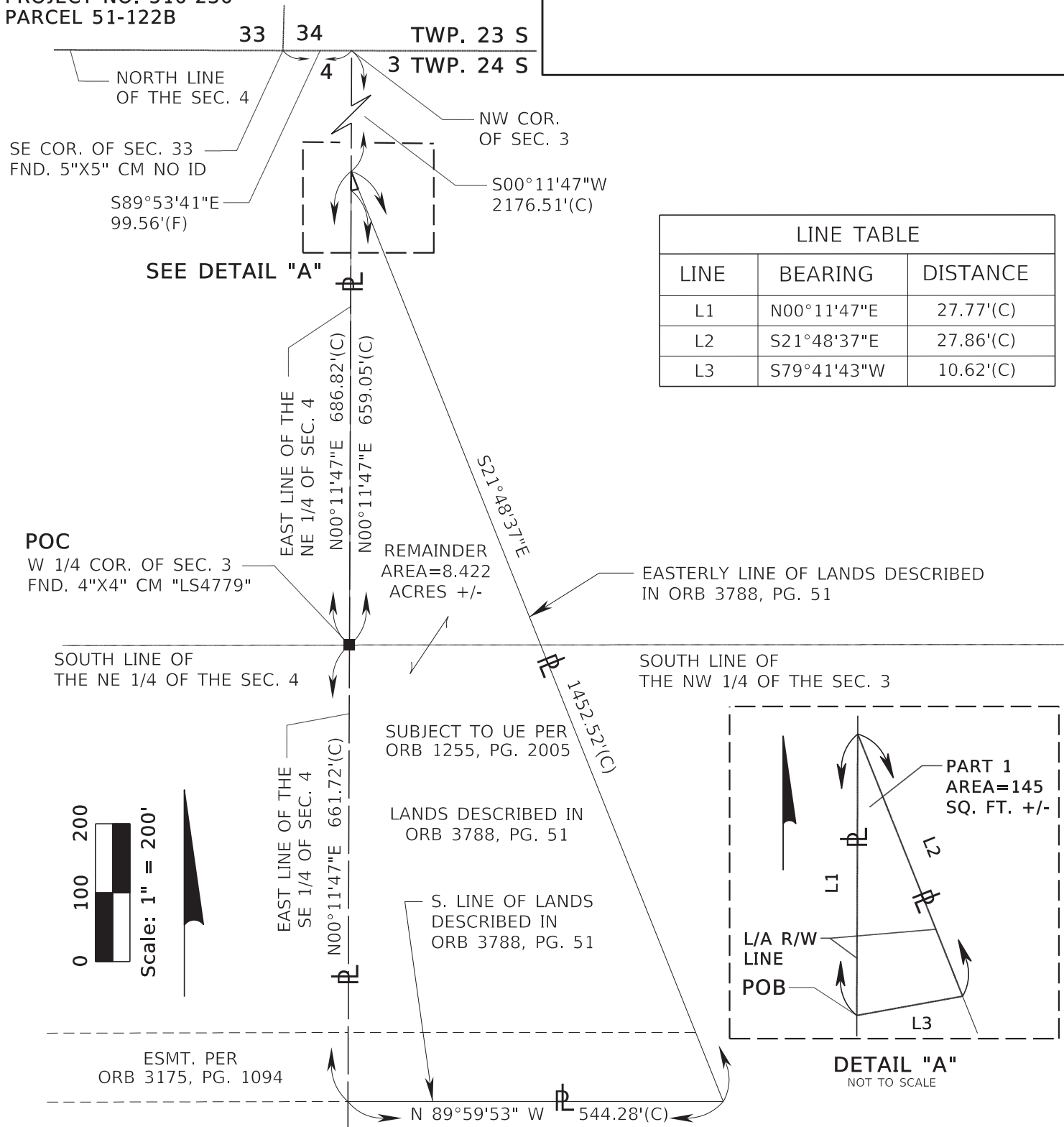
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 516 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 145 SQUARE FEET, MORE OR LESS.

SEE SHEET 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. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY				
SHEET NUMBERS	M. SHATTO	01/10/2025		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	
PART 1 LABEL REMOVED	M. SHATTO	01/10/2025	DRAWN	J. J PIERRE	03/09/2023	DATA SOURCE: SEE GENERAL NOTES, SHEET 3	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A	SHEET 1 OF 3

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



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

RGE. 26 E

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

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

PART 1 LABELS REMOVED M. SHATTO 01/10/2025

PART 2 REMOVED M. SHATTO 01/10/2025

(C) TO (F) CALL J. J PIERRE 11/30/2023

REVISION BY DATE

BY DATE

DRAWN J. J PIERRE 03/09/2023

CHECKED M. SHATTO 03/21/2023

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

SECTION N/A

SHEET 2 OF 3

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

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, BEING NORTH 00°11'47" EAST, BASED ON THE FLORIDA STATE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589592 DATED 09/22/2022 AT 8:00 A.M., UPDATED 09/25/2023 AT 8:00 A.M., UPDATED 03/05/2024 AT 8:00 A.M.

LEGEND

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

Martin J Shatto

Digitally signed by Martin J

Shatto

Date: 2025.01.16 16:20:38 -05'00'

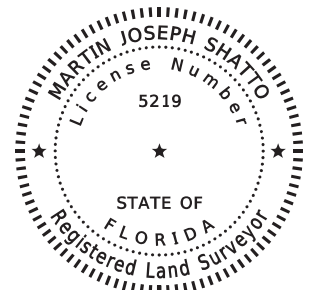
MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 01/10/2025.

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. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY						
SHEET NUMBERS	M. SHATTO	01/10/2025		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	
UPDATE TITLE DATE	M. SHATTO	03/11/2024	DRAWN	J. J PIERRE	03/09/2023				
UPDATE TITLE DATE	J. J PIERRE	11/30/2023	CHECKED	M. SHATTO	03/21/2023	SECTION N/A			SHEET 3 OF 3
REVISION	BY	DATE							

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

LEGAL DESCRIPTION

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

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

CONTINUED ON SHEET 2

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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY				
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY				
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY - SEGMENT 1) LAKE COUNTY				
				BY	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 7
			DRAWN	R. REBELLO	03/09/2023		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/22/2023	SECTION N/A	SHEET 1 OF 7

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

LEGAL DESCRIPTION

CONTINUED FROM SHEET 1

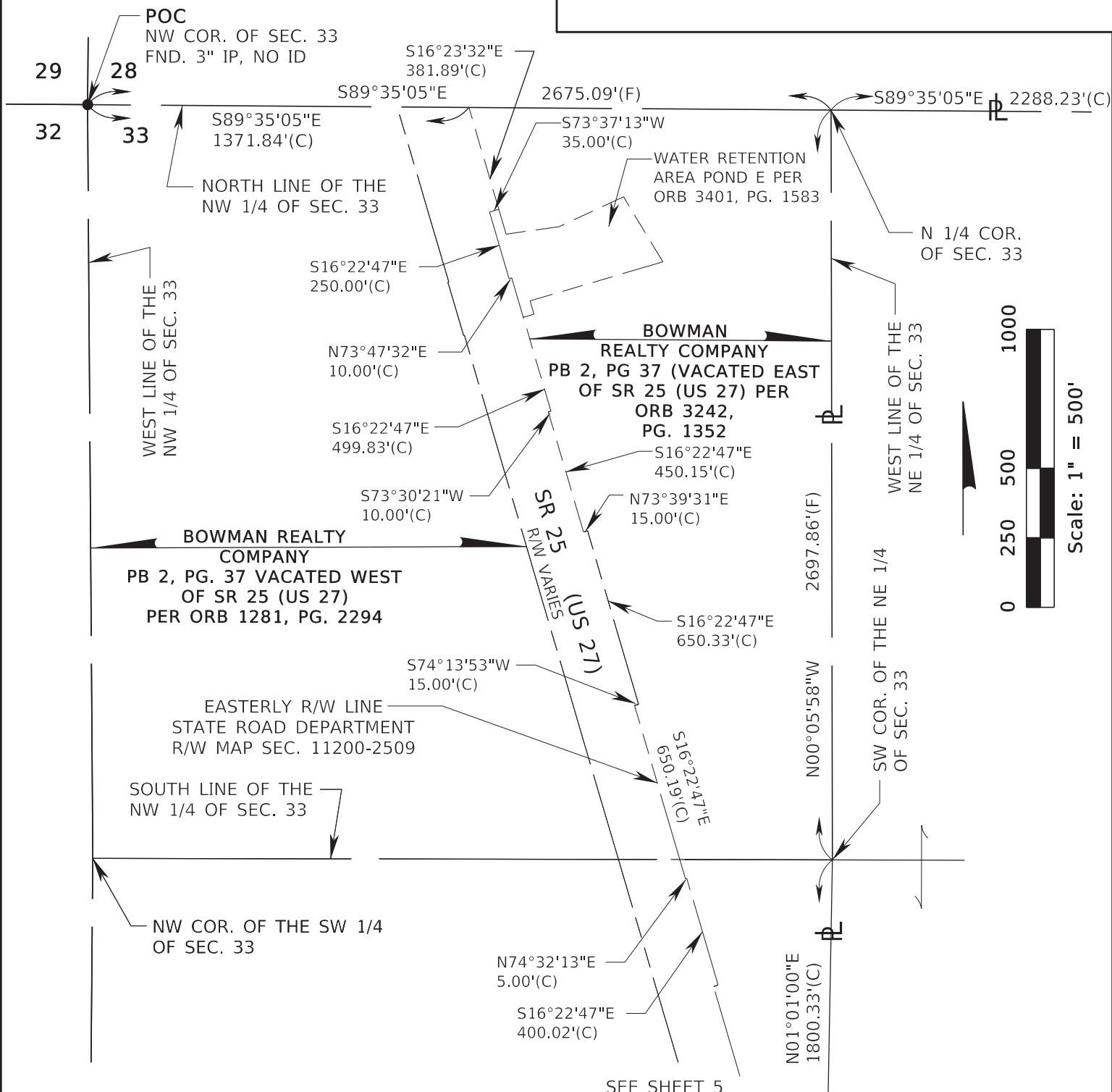
THENCE FROM A TANGENT BEARING OF NORTH 19°17'32" WEST, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°30'05", A DISTANCE OF 99.04 FEET; THENCE SOUTH 71°12'33" WEST, A DISTANCE OF 10.12 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 11327.83 FEET, A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

CONTAINING 1.303 ACRES, MORE OR LESS.

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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY - SEGMENT 1) LAKE COUNTY			
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300
			DRAWN	R. REBELLO	03/09/2023	DATA SOURCE: SEE GENERAL NOTES, SHEET 7
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A
						SHEET 2 OF 7

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

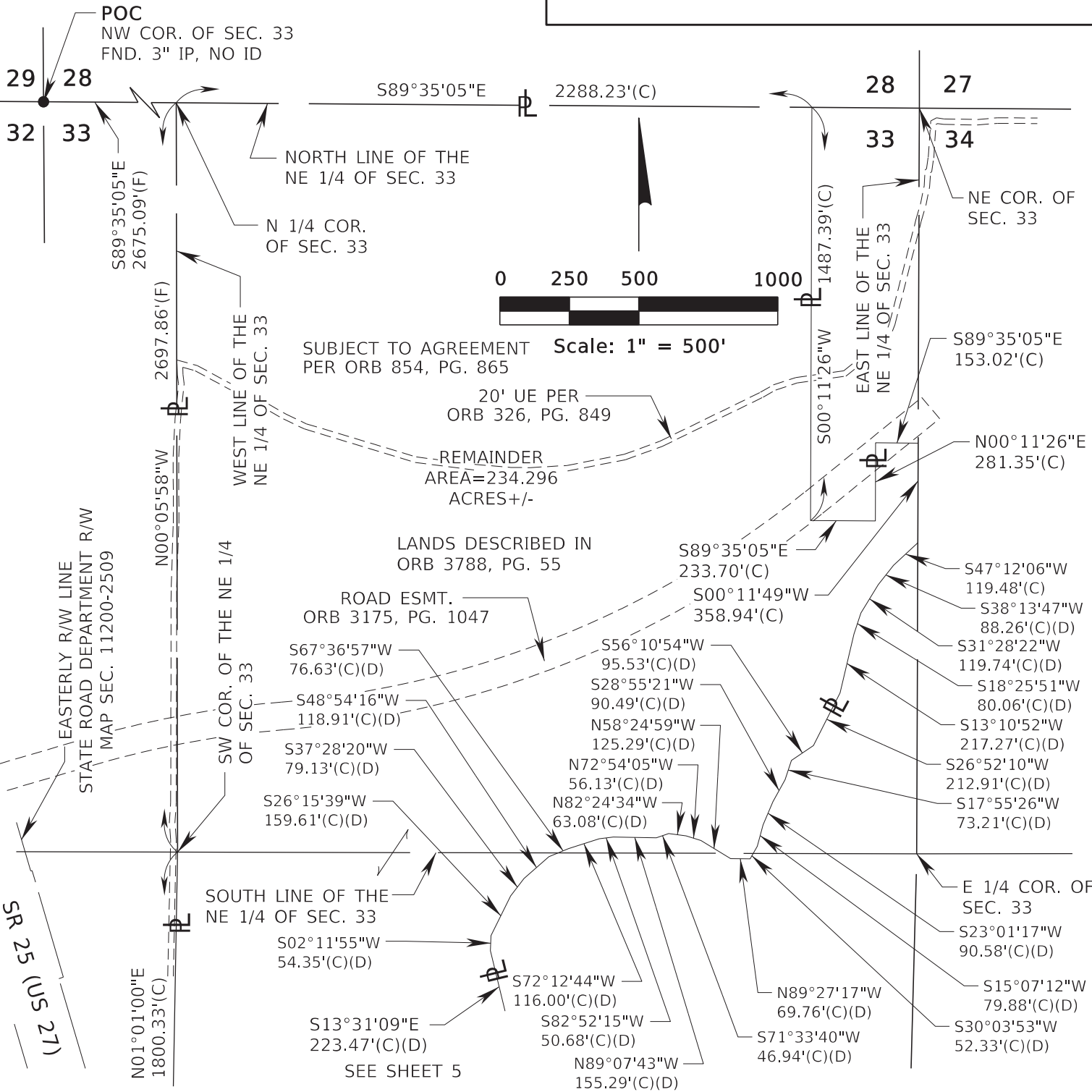


SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTION
SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

TWP. 23 S, RGE. 26 E

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY				
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY				
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY				
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL NOTES, SHEET 7
REMOVE PLAT LINE	JJP	11/30/2023	DRAWN	R. REBELLO	03/09/2023		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A	SHEET 3 OF 7

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



SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTION
SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

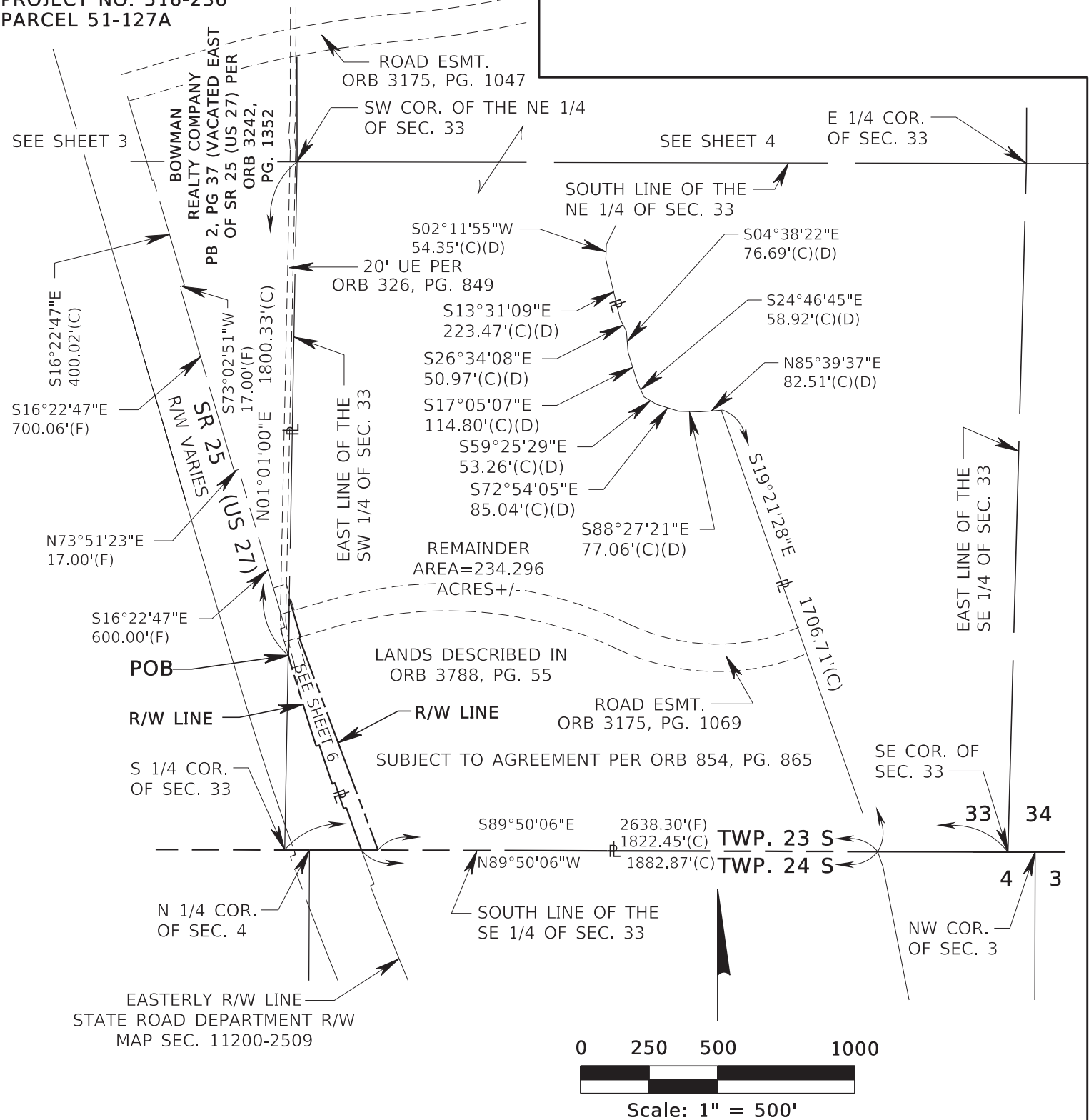
TWP. 23 S, RGE. 26 E

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

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE:	
ORB 326, PG. 849	MJS	02/06/2024	DRAWN	R. REBELLO	03/08/2023		SEE GENERAL NOTES, SHEET 7	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A		SHEET 4 OF 7

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



SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTION
SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

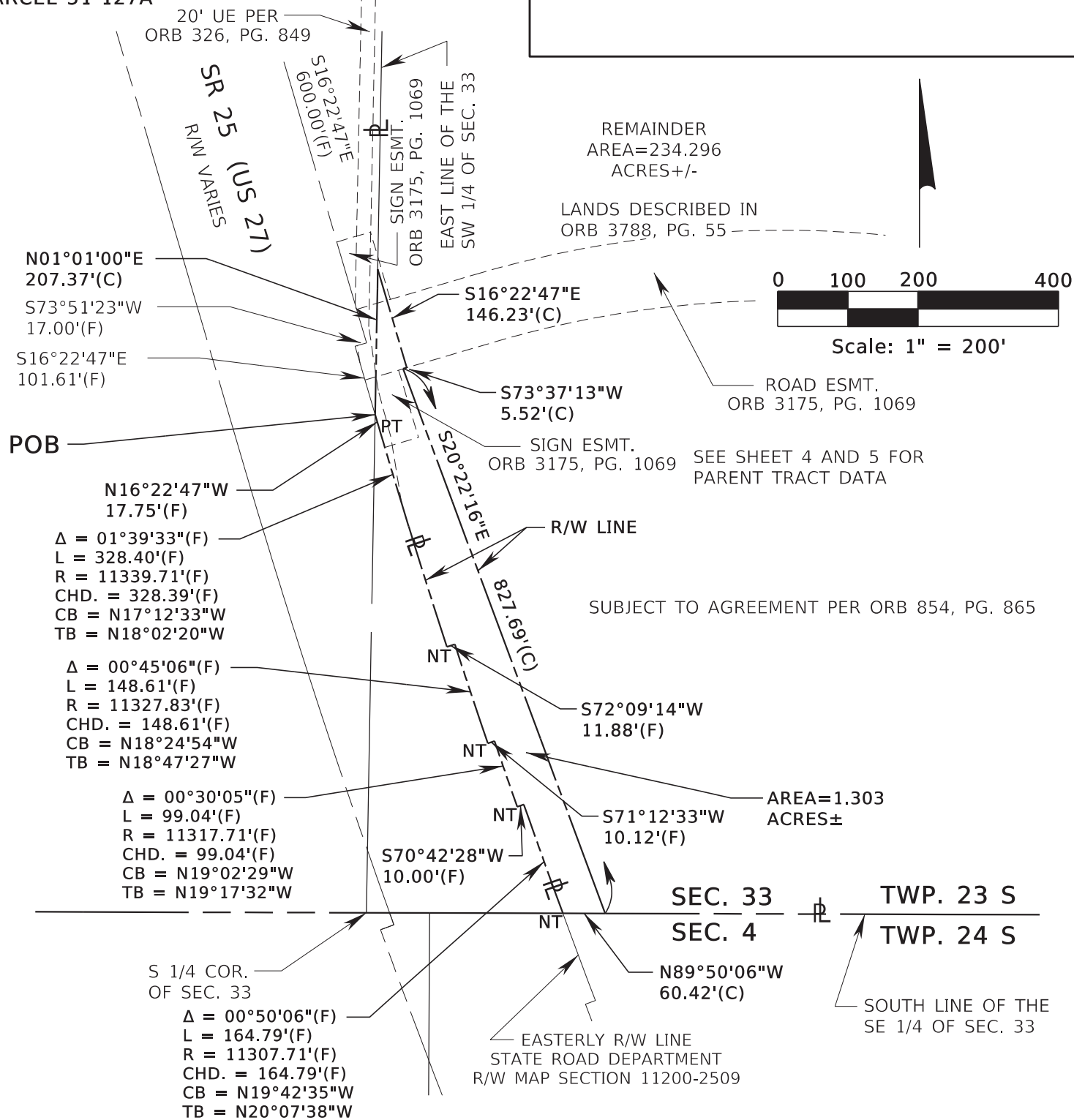
RGE. 26 E

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

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

ORB 326, PG. 849	MJS	02/06/2024	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 7
(C) TO (F) CALLS	JJP	11/30/2023	DRAWN	R. REBELLO	03/09/2023	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	

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



SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTION
SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

RGE. 26 E

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY				
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY				
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY				
ORB 326, PG. 849	MJS	02/06/2024		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 7
(C) TO (F) CALLS	JJP	11/30/2023	DRAWN	R. REBELLO	03/09/2023		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A	SHEET 6 OF 7

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

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST, BEING NORTH 00°05'58" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589768 DATED 09/15/2022 AT 8:00 A.M., UPDATED 09/28/2023 AT 8:00 A.M., UPDATED 3/06/2024 AT 8:00 A.M.

LEGEND

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

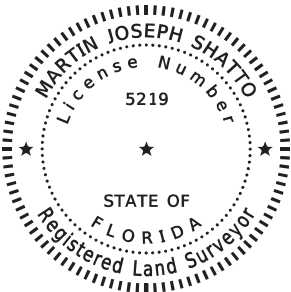
I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Martin J Shatto Digitally signed by Martin J Shatto
Date: 2024.03.13 16:48:33 -04'00'

DATE: 3/13/2024

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

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION
SEE SHEETS 3-6 FOR SKETCH OF DESCRIPTION



			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)			LAKE COUNTY
UPDATE TITLE DATE	MJS	3/12/2024	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
UPDATE TITLE DATE	JJP	11/30/2023	DRAWN	R. REBELLO	03/09/2023	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A
						SHEET 7 OF 7

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

LEGAL DESCRIPTION

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

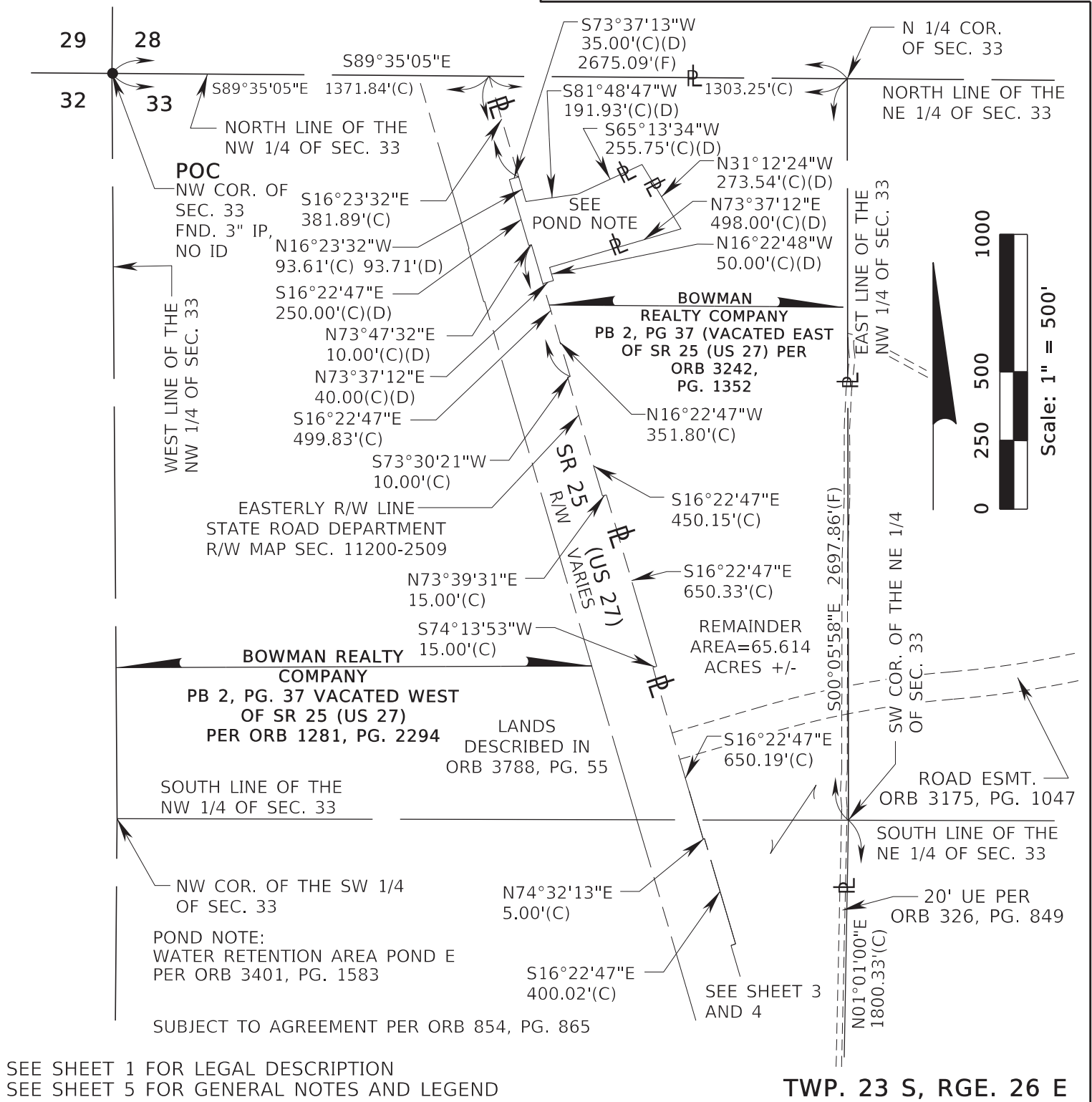
COMMENCE AT A FOUND 3-INCH IRON PIPE WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 SOUTH 89°35'05" EAST, A DISTANCE OF 1371.84 FEET TO THE EASTERLY RIGHT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

CONTAINING 19935 SQUARE FEET, MORE OR LESS.

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

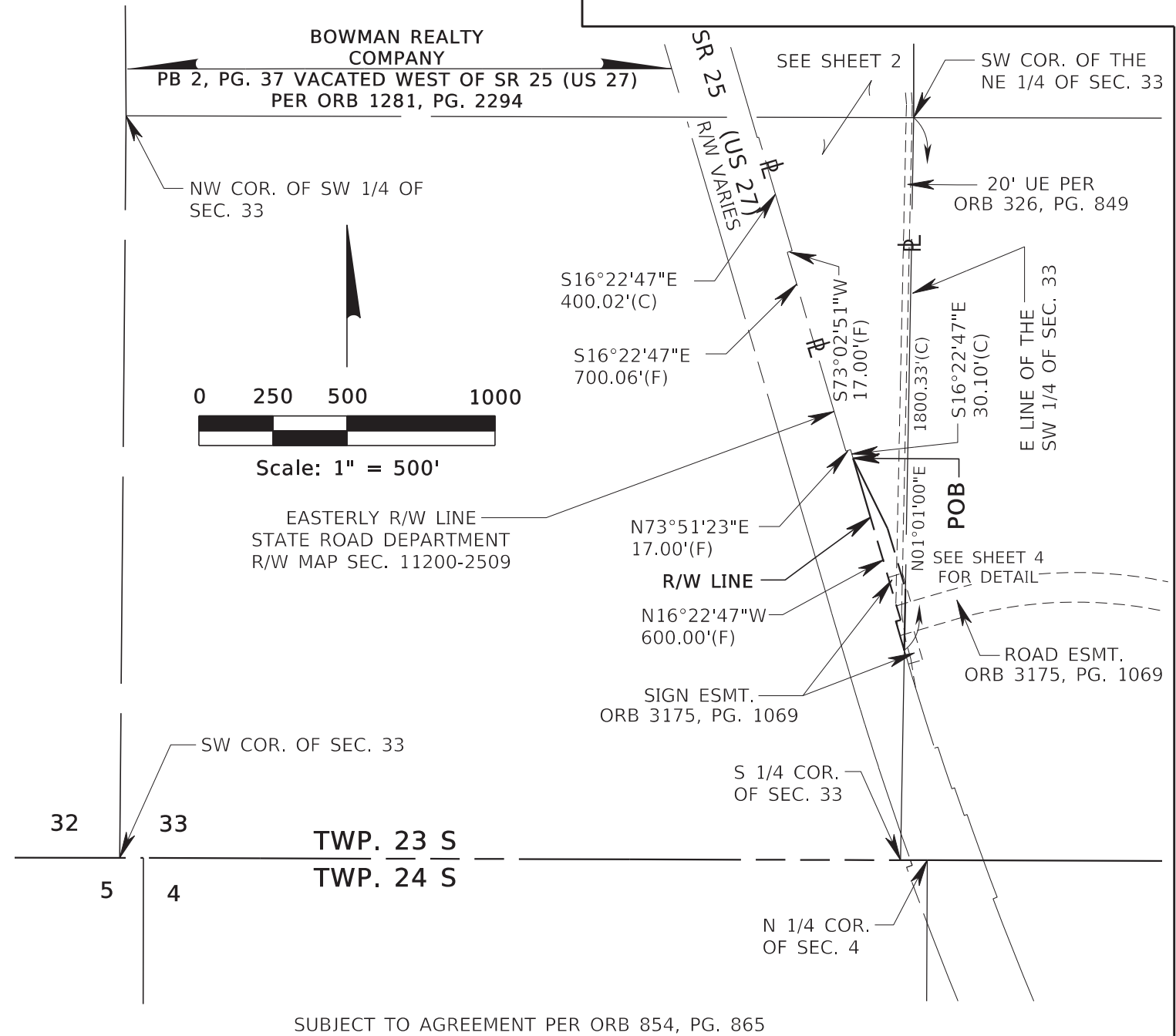
			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY - SEGMENT 1)			
			LAKE COUNTY			
			BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	
			DRAWN	R. REBELLO	03/09/2023	DATA SOURCE: SEE GENERAL NOTES, SHEET 5
REVISION	BY	DATE	CHECKED	M. SHATTO	03/22/2023	SECTION N/A
						SHEET 1 OF 5

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



			CENTRAL FLORIDA EXPRESSWAY AUTHORITY					
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY					
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)					LAKE COUNTY
ORB 326, PG. 849	MJS	02/06/2024		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 5	
REMOVE PLAT LINE	R. REBELLO	11/30/23	DRAWN	R. REBELLO	03/09/2023			
REVISION	BY	DATE	CHECKED	M. SHATTO	03/22/2023	SECTION N/A		SHEET 2 OF 5

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



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

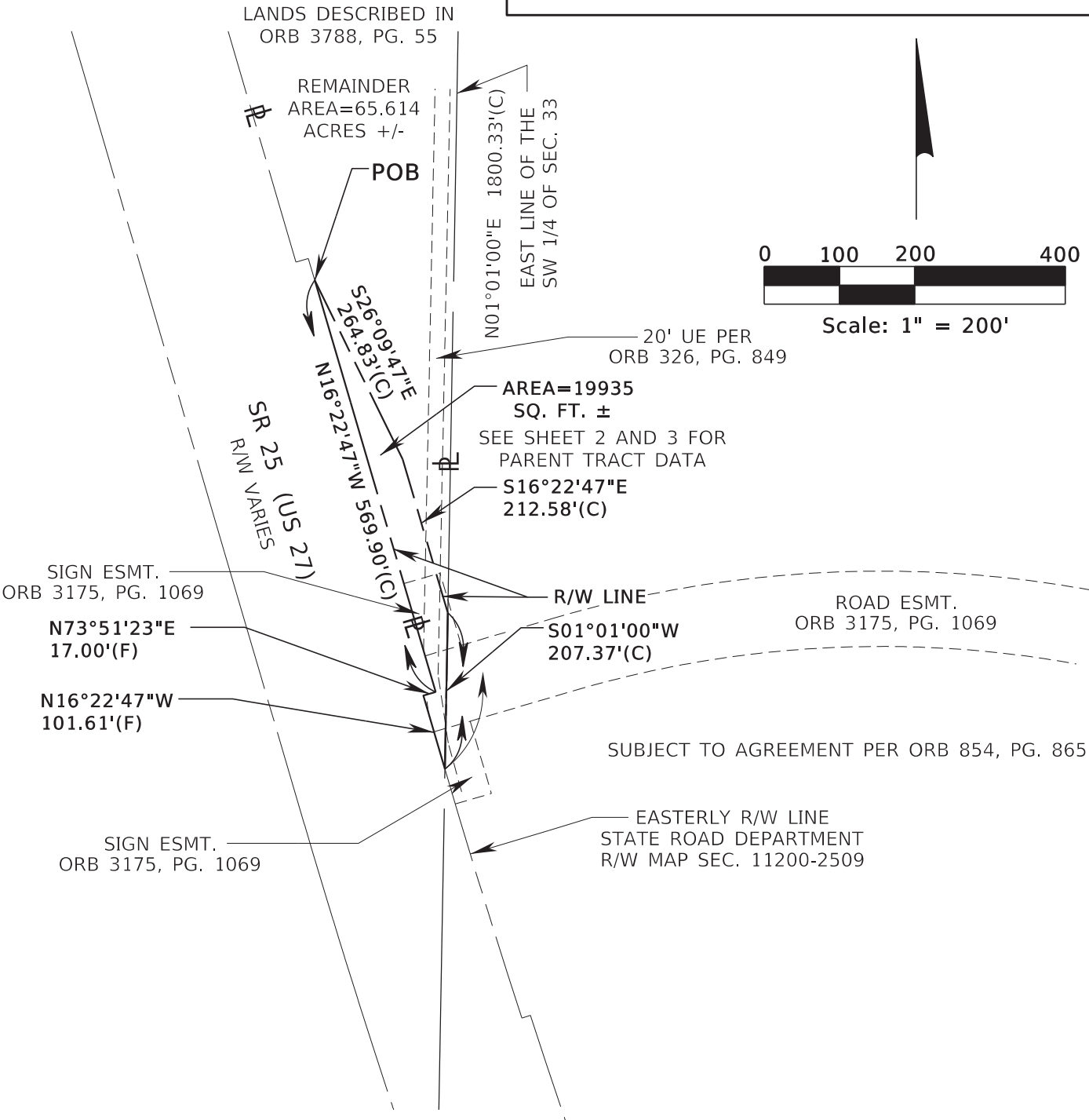
RGE. 26 E

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

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

ORB 326, PG. 849	MJS	02/06/2024	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 5
(C) to (F) CALLS	R. REBELLO	11/30/23	DRAWN	R. REBELLO	03/09/2023	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/22/2023	

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



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

TWP. 23 S, RGE. 26 E

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)			LAKE COUNTY
ORB 326, PG. 849	MJS	02/06/2024	BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	
(C) to (F) CALLS	R. REBELLO	11/30/23	DRAWN	R. REBELLO	03/09/2023	DATA SOURCE: SEE GENERAL NOTES, SHEET 5
REVISION	BY	DATE	CHECKED	M. SHATTO	03/22/2023	SECTION N/A
						SHEET 4 OF 5

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

GENERAL NOTES

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

LEGEND

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

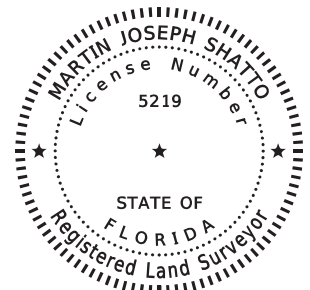
Martin J Shatto

Digitally signed by Martin J
Shatto
Date: 2024.03.12 11:19:10 -04'00'

DATE: 3/12/2024

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

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2-4 FOR SKETCH OF DESCRIPTIONS



			CENTRAL FLORIDA EXPRESSWAY AUTHORITY				
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY				
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY - SEGMENT 1) LAKE COUNTY				
UPDATED TITLE DATE	MJS	3/12/2024		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
UPDATED TITLE DATE	R. REBELLO	11/30/23	DRAWN	R. REBELLO	03/09/2023		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/22/2023	SECTION N/A SHEET 5 OF 5	

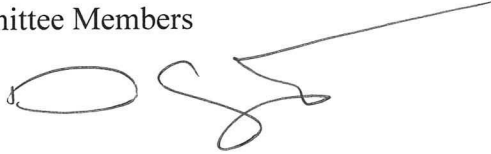
D.6.



DAVID A. SHONTZ
PARTNER
Shutts & Bowen LLP
300 SOUTH ORANGE AVENUE
SUITE 1600
ORLANDO, FL 32801
DIRECT (407) 835-6722
EMAIL DShontz@shutts.com

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: David A. Shontz, Esq.
Right-of-Way Counsel
Shutts & Bowen LLP 

DATE: May 9, 2025

SUBJECT: Resolution of Central Florida Expressway Authority ("CFX") Declaring Property as Necessary for Acquisition for Expressway System Project: State Road 516, Lake-Orange Expressway, Segment 516-237

BACKGROUND AND DESCRIPTION

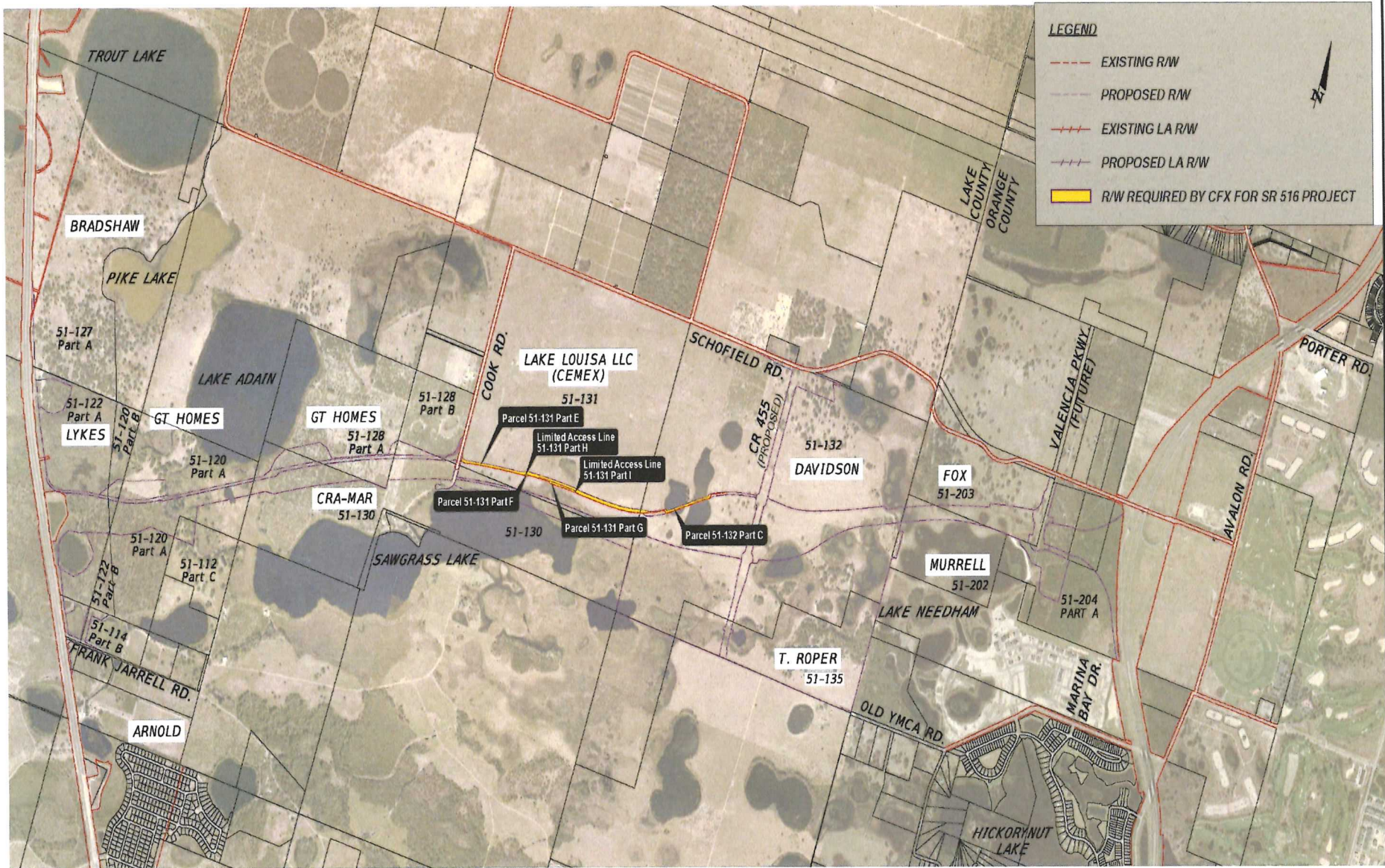
As part of the right-of-way acquisition required for the Lake-Orange Expressway/State Road 516 project (the "Project"), CFX needs to acquire the right of way and property interests depicted on **Attachment "A"** attached hereto (collectively, the "Parcels"). Shutts & Bowen LLP, as Right-of-Way Counsel submits the Resolution of Central Florida Expressway Authority ("CFX") Declaring Property as Necessary for Acquisition for Expressway System ("Resolution") attached hereto as **Attachment "B"** and is seeking the Right of Way Committee's recommendation for Board approval of the Resolution. The Resolution is being submitted in accordance with applicable Florida law governing eminent domain and acquisition of property interests by public bodies having eminent domain authority. The Resolution is also being sought as a step in the process of acquisition of real property interests consistent with the CFX Property Acquisition and Disposition Manual.

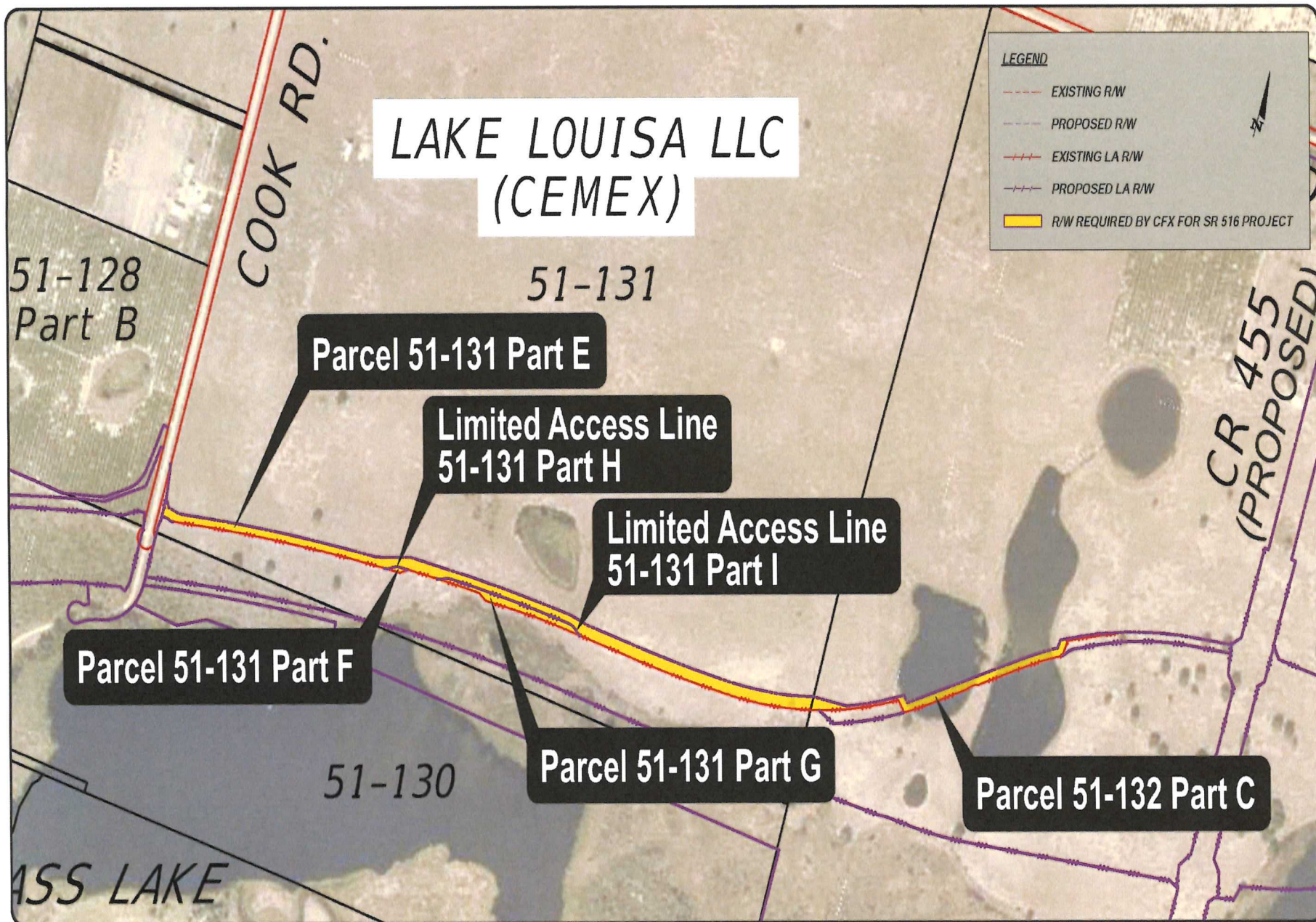
REQUEST

A recommendation by the Right of Way Committee for CFX Board's approval and adoption of the attached Resolution for acquisition of real property interests for State Road 516, Lake-Orange Expressway, Segment 516-237, subject to any minor modifications or revisions approved by CFX's Deputy General Counsel and general engineering consultant.

ATTACHMENTS

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





ATTACHMENT "B"

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

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

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

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

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

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

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

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

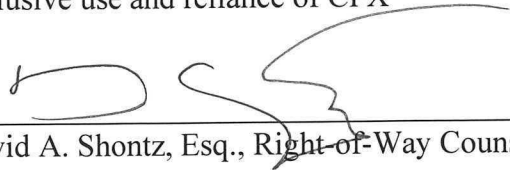
Section 3. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____, 2025.

Christopher Maier, Chairman

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

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



David A. Shontz, Esq., Right-of-Way Counsel

EXHIBIT A

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

PART E:

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

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Northeast corner of the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run South 00°16'58" East along the East line of said Southeast 1/4 a distance of 740.99 feet for a POINT OF BEGINNING; thence departing said East line run South 83°22'29" West a distance of 24.18 feet to the beginning of a non-tangent curve concave Northerly, having a radius of 2144.00 feet and a chord bearing and distance of South 79°24'49" West 481.73 feet; thence from a tangent bearing of South 72°57'47" West, run Westerly along the arc of said curve through a central angle of 12°54'04" a distance of 482.75 feet to the point of compound curvature of a curve concave Northerly, having a radius of 7402.00 feet and a chord bearing and distance of South 88°07'52" West 585.62 feet; thence run Westerly along the arc of said curve through a central angle of 04°32'03" a distance of 585.77 feet to the point of tangency; thence North 89°36'06" West a distance of 299.57 feet; thence North 82°08'03" West a distance of 100.00 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11250.00 feet and a chord bearing and distance of South 87°51'12" West 981.51 feet; thence from a tangent bearing of North 89°38'47" West, run Westerly along the arc of said curve through a central angle of 05°00'01" a distance of 981.82 feet to the end of said curve; thence South 71°51'13" West a distance of 200.00 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11205.00 feet and a chord bearing and distance of South 81°23'07" West 1162.51 feet; thence from a tangent bearing of South 84°21'31" West, run Westerly along the arc of said curve through a central angle of 05°56'49" a distance of 1163.03 feet to the end of said curve; thence North 83°33'03" West a distance of 70.60 feet to a point on the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023; thence run South 38°45'56" East along said existing Northerly Limited Access Right of Way line a distance of 69.60 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11165.00 feet and a chord bearing and distance of North 81°26'15" East 1249.30 feet; thence from a tangent bearing of North 78°13'49" East, run Easterly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 06°24'52" a distance of 1249.95 feet to the point of reverse curvature of a curve concave Northerly, having a radius of 85.50 feet and a chord bearing and distance of North 69°44'20" East 43.99 feet; thence departing along said existing Northerly Limited Access Right of Way line run Easterly along the arc of said curve through a radius of 100.50 feet and a chord bearing and distance of North 69°58'40" East 52.51 feet; thence run Northeasterly along the arc of said curve through a central angle of 30°17'22" a distance of 53.13 feet to the point of compound curvature of a curve concave Southerly, having a radius of 11190.00 feet and a chord bearing and distance of North 85°14'16" East 45.06 feet; thence run Easterly along the arc of said curve through a central angle of 00°13'51" a distance of 45.06 feet to a point on said existing Northerly Limited Access Right of Way line; thence run along said existing Northerly Limited Access Right of Way line and the arc of said curve having a radius of 11190.00 feet and a chord bearing and distance of North 85°47'26" East 170.81 feet through a central angle of 00°52'28" a

LEGAL DESCRIPTION CONTINUED ON NEXT SHEET

NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST, HAVING A BEARING OF SOUTH 89°41'44" EAST.
3. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHRISTOPHER J. LEFTAKIS ON MARCH 18, 2025.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2037-5087816, EFFECTIVE DATE MARCH 9, 2021, UPDATED MARCH 13, 2023 AND REVISED APRIL 11, 2023.
7. THIS SKETCH IS NOT A SURVEY.

SEE SHEETS 5-12 FOR SKETCH OF DESCRIPTION AND SHEET 6 FOR LEGEND

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.


THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:



Digitally signed by Christopher J. Leftakis
DN: c=US, o=Florida, dnQualifier=A01410D000001812
054F18100022F25,
cn=Christopher J. Leftakis
Date: 2025.03.18 12:02:15 -0400

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

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

DATE			MARCH 18, 2025			 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6963 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6356	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)		PARCEL	
DRAWN BY			P. MCANALLY				SR 516 (LAKE-ORANGE EXPRESSWAY)		51-131E/F/G	
CHECKED BY			J. CAMPBELL				CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SCALE: N/A	
GEODATA PROJECT NO			840-01				LAKE COUNTY, FLORIDA		SHEET 1 OF 12	
REVISION			BY	DATE						


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

LEGAL DESCRIPTION CONTINUED:

distance of 170.81 feet to the point of reverse curvature of a curve concave Northerly, having a radius of 85.50 feet and a chord bearing and distance of North 72°55'39" East 39.34 feet; thence departing said existing Northerly Limited Access Right of Way line run Easterly along the arc of said curve through a central angle of 26°36'01" a distance of 39.69 feet to the point of reverse curvature of a curve concave Southeasterly, having a radius of 100.50 feet and a chord bearing and distance of North 73°08'33" East 46.97 feet; thence run Northeasterly along the arc of said curve through a central angle of 27°01'48" a distance of 47.41 feet to the point of compound curvature of a curve concave Southerly, having a radius of 11210.00 feet and a chord bearing and distance of North 88°29'23" East 716.85 feet; thence run Easterly along the arc of said curve through a central angle of 03°39'52" a distance of 716.97 feet to the point of compound curvature of a curve concave Southerly, having a radius of 86.50 feet and a chord bearing and distance of South 71°07'50" East 55.03 feet; thence run Easterly along the arc of said curve through a central angle of 37°05'42" a distance of 56.00 feet to the point of reverse curvature of a curve concave Northeasterly, having a radius of 99.50 feet and a chord bearing and distance of South 62°26'37" East 34.08 feet; thence run Southeasterly along the arc of said curve through a central angle of 19°43'16" a distance of 34.25 feet to the end of said curve and a point on said existing Northerly Limited Access Right of Way line; thence South 89°36'06" East along said existing Northerly Limited Access Right of Way line a distance of 322.37 feet to the point of curvature of a curve concave Northerly, having a radius of 7462.00 feet and a chord bearing and distance of North 88°07'52" East 590.37 feet; thence run Easterly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 04°32'03" a distance of 590.52 feet to the point of compound curvature of a curve concave Northerly, having a radius of 2204.00 feet and a chord bearing and distance of North 79°19'19" East 502.21 feet; thence run Easterly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 13°05'03" a distance of 503.30 feet to a point on the aforesaid East line of the Southeast 1/4 of Section 35; thence departing said existing Northerly Limited Access Right of Way line run North 00°16'58" West along said East line a distance of 58.08 feet the POINT OF BEGINNING.

Containing 4.380 acres, more or less.

SEE SHEETS 5-12 FOR SKETCH OF DESCRIPTION AND SHEET 6 FOR LEGEND

DATE	MARCH 18, 2025	 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6356	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	PARCEL 51-131E/F/G
DRAWN BY	P. MCANALLY			SCALE: N/A
CHECKED BY	J. CAMPBELL			SHEET 2 OF 12
GEODATA PROJECT NO	B40-01			
REVISION	BY	DATE		

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

PART F:

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

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Northeast corner of the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run South 00°16'58" East along the East line of said Southeast 1/4 a distance of 799.07 feet to a point on the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023, also being a point on a non-tangent curve concave Northerly, having a radius of 2204.00 feet and a chord bearing and distance of South 79°19'19" West 502.21 feet; thence departing said East line run Westerly along said existing Northerly Limited Access Right of Way line the following seven (7) courses and distances: from a tangent bearing of South 72°46'48" West run Westerly along the arc of said curve through a central angle of 13°05'03" a distance of 503.30 feet to the point of compound curvature of a curve concave Northerly, having a radius of 7462.00 feet and a chord bearing and distance of South 88°07'52" West 590.37 feet; thence Westerly along the arc of said curve through a central angle of 04°32'03" a distance of 590.52 feet to the point of tangency; thence North 89°36'06" West a distance of 389.94 feet to the point of curvature of a curve concave Southerly, having a radius of 11177.00 feet and a chord bearing and distance of South 89°51'47" West 208.84 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'14" a distance of 208.84 feet to the end of said curve; thence South 86°17'28" West a distance of 304.89 feet; thence North 62°35'57" West a distance of 50.38 feet to the beginning of a non-tangent curve having a radius of 11190.00 feet and a chord bearing and distance of South 86°26'49" West 427.23 feet; thence run Westerly along the arc of said curve through a central angle of 02°11'16" a distance of 427.25 feet to the end of said curve and the POINT OF BEGINNING; thence South 55°14'34" West and continue along said existing Northerly Limited Access Right of Way line a distance of 50.00 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11165.00 feet and a chord bearing and distance of South 84°53'17" West 94.81 feet; thence from a tangent bearing of South 85°07'53" West, run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 00°29'12" a distance of 94.81 feet to the point of cusp of a curve concave Northerly, having a radius of 85.50 feet and a chord bearing and distance of North 69°44'20" East 43.99 feet; thence departing said existing Northerly Limited Access Right of Way line from a tangent bearing of North 84°38'41" East, run Easterly along the arc of said curve through a central angle of 29°48'42" a distance of 44.49 feet to a point of reverse curvature of a curve concave Southeasterly, having a radius of 100.50 feet and a chord bearing and distance of North 69°58'40" East 52.51 feet; thence run Northeasterly along the arc of said curve through a central angle of 30°17'22" a distance of 53.13 feet to a point of compound curvature of a curve concave Southerly, having a radius of 11190.00 feet and a chord bearing and distance of North 85°14'16" East 45.06 feet; thence run Easterly along the arc of said curve through a central angle of 00°13'51" a distance of 45.06 feet to the POINT OF BEGINNING.

Containing 1786 square feet, more or less.


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

PART H:

Releasing a portion of the Limited Access Rights along the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023, located in the East 3/4 of the North 1/2 of the South 1/2 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Northeast corner of the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run South 00°16'58" East along the East line of said Southeast 1/4 a distance of 799.07 feet to a point on the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023, also being a point on a non-tangent curve concave Northerly, having a radius of 2204.00 feet and a chord bearing and distance of South 79°19'19" West 502.21 feet; thence departing said East line run Westerly along said existing Northerly Limited Access Right of Way line the following seven (7) courses and distances: from a tangent bearing of South 72°46'48" West run Westerly along the arc of said curve through a central angle of 13°05'03" a distance of 503.30 feet to the point of compound curvature of a curve concave Northerly, having a radius of 7462.00 feet and a chord bearing and distance of South 88°07'52" West 590.37 feet; thence Westerly along the arc of said curve through a central angle of 04°32'03" a distance of 590.52 feet to the point of tangency; thence North 89°36'06" West a distance of 389.94 feet to the point of curvature of a curve concave Southerly, having a radius of 11177.00 feet and a chord bearing and distance of South 89°51'47" West 208.84 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'14" a distance of 208.84 feet to the end of said curve; thence South 86°17'28" West a distance of 304.89 feet; thence North 62°35'57" West a distance of 50.38 feet to the beginning of a non-tangent curve having a radius of 11190.00 feet and a chord bearing and distance of South 86°26'49" West 427.23 feet; thence run Westerly along the arc of said curve through a central angle of 02°11'16" a distance of 427.25 feet to the end of said curve and the POINT OF BEGINNING; thence South 55°14'34" West and continue along said existing Northerly Limited Access Right of Way line a distance of 50.00 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11165.00 feet and a chord bearing and distance of South 84°53'17" West 94.81 feet; thence from a tangent bearing of South 85°07'53" West, run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 00°29'12" a distance of 94.81 feet to the POINT OF TERMINATION.

Releasing Limited Access Rights along a line without area.
SEE SHEETS 5-12 FOR SKETCH OF DESCRIPTION AND SHEET 6 FOR LEGEND

DATE	MARCH 18, 2025	 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE HAVY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 8556	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	PARCEL 51-131E/F/G SCALE: N/A SHEET 3 OF 12
DRAWN BY	P. MCANALLY			
CHECKED BY	J. CAMPBELL			
GEODATA PROJECT NO.	840-01			
REVISION	BY	DATE		

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

PART G:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Northeast corner of the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run South 00°16'58" East along the East line of said Southeast 1/4 a distance of 799.07 feet to a point on the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023, also being a point on a non-tangent curve concave Northerly, having a radius of 2204.00 feet and a chord bearing and distance of South 79°19'19" West 502.21 feet; thence departing said East line from a tangent bearing of South 72°46'48" West run Westerly along the arc of said curve and along said existing Northerly Limited Access Right of Way line through a central angle of 13°05'02" a distance of 503.30 feet to the point of compound curvature of a curve concave Northerly, having a radius of 7462.00 feet and a chord bearing and distance of South 88°07'52" West 590.37 feet; thence run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 04°32'03" a distance of 590.52 feet to the point of tangency; thence North 89°36'06" West and continue along said existing Northerly Limited Access Right of Way line a distance of 322.37 feet for a POINT OF BEGINNING; thence continue North 89°36'06" West along said existing Northerly Limited Access Right of Way line a distance of 67.56 feet to the point of curvature of a curve concave Southerly, having a radius of 11177.00 feet and a chord bearing and distance of South 89°51'47" West 208.84 feet; thence run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 01°04'14" a distance of 208.84 feet to the end of said curve; thence run South 86°17'28" West and continue along said existing Northerly Limited Access Right of Way line a distance of 304.89 feet; thence North 62°35'57" West and continue along said existing Northerly Limited Access Right of Way line a distance of 50.38 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11190.00 feet and a chord bearing and distance of South 86°53'04" West 256.44 feet; thence departing said existing Northerly Limited Access Right of Way line from a tangent bearing of South 87°32'27" West, run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 01°18'47" a distance of 256.45 feet to a point of cusp of a curve concave Northerly, having a radius of 85.50 feet and a chord bearing of North 72°55'39" East; thence departing said existing Northerly Limited Access Right of Way line from a tangent bearing of North 86°13'40" East, run Easterly along the arc of said curve through a central angle of 26°36'01" a distance of 39.69 feet to a point of reverse curvature of a curve concave Southeasterly, having a radius of 100.50 feet and a chord bearing of North 73°08'33" East; thence run Northeasterly along the arc of said curve through a central angle of 27°01'48" a distance of 47.41 feet to a point of compound curvature of a curve concave Southerly, having a radius of 11210.00 feet and a chord bearing of North 88°29'23" East; thence run Easterly along the arc of said curve through a central angle of 03°39'52" a distance of 716.97 feet to a point of compound curvature of a curve concave Southerly, having a radius of 86.50 feet and a chord bearing of South 71°07'50" East; thence run Easterly along the arc of said curve through a central angle of 37°05'42" a distance of 56.00 feet to a point of reverse curvature of a curve concave Northeasterly, having a radius of 99.50 feet and a chord bearing of South 62°26'37" East; thence run Southeasterly along the arc of said curve through a central angle of 19°43'16" a distance of 34.25 feet to the POINT OF BEGINNING.

Containing 0.595 acres, more or less.


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

PART I:

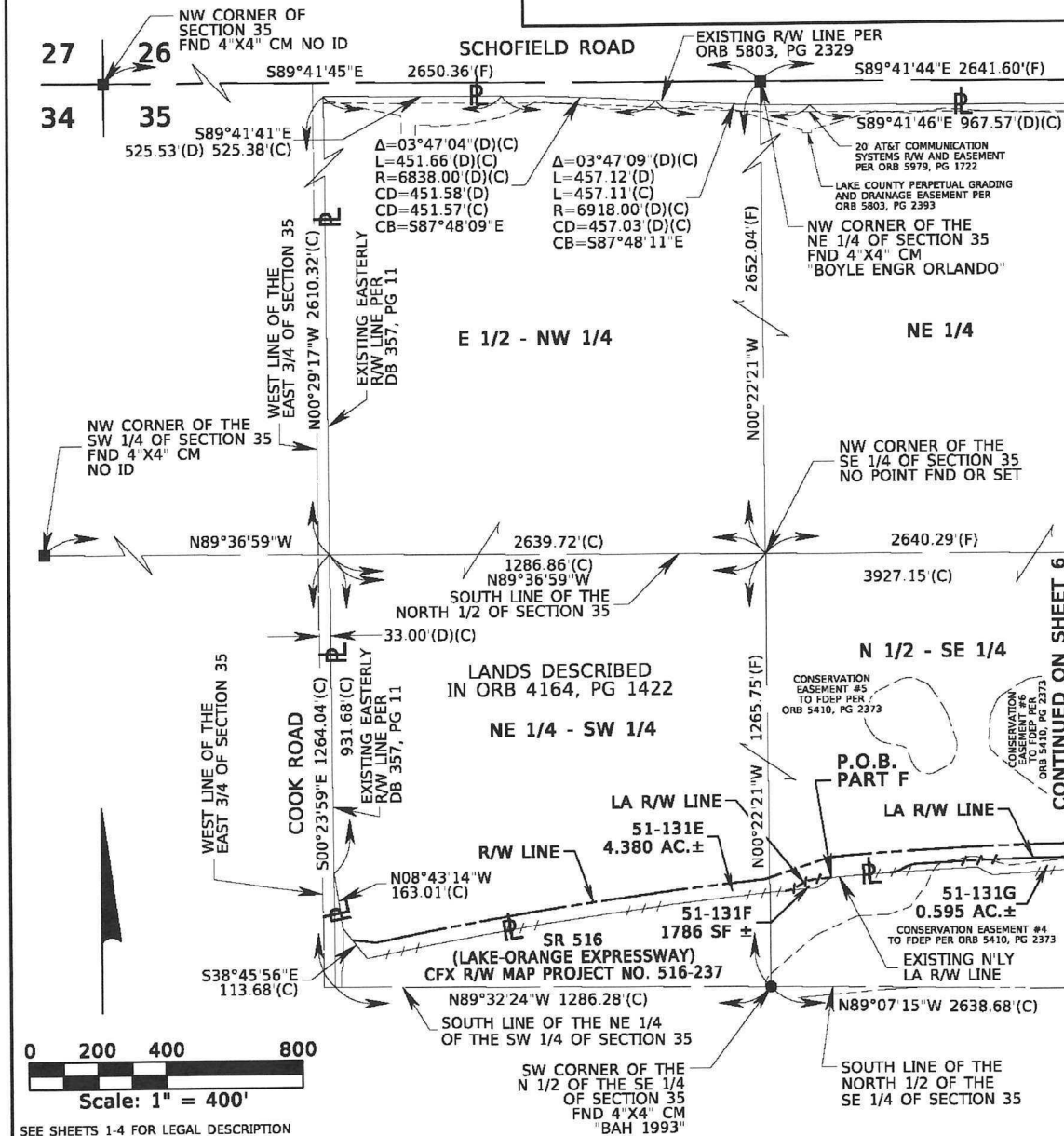
Releasing a portion of the Limited Access Rights along the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023, located in the East 3/4 of the North 1/2 of the South 1/2 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Northeast corner of the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run South 00°16'58" East along the East line of said Southeast 1/4 a distance of 799.07 feet to a point on the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023, also being a point on a non-tangent curve concave Northerly, having a radius of 2204.00 feet and a chord bearing and distance of South 79°19'19" West 502.21 feet; thence departing said East line from a tangent bearing of South 72°46'48" West run Westerly along the arc of said curve and along said existing Northerly Limited Access Right of Way line through a central angle of 13°05'02" a distance of 503.30 feet to the point of compound curvature of a curve concave Northerly, having a radius of 7462.00 feet and a chord bearing and distance of South 88°07'52" West 590.37 feet; thence run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 04°32'03" a distance of 590.52 feet to the point of tangency; thence North 89°36'06" West and continue along said existing Northerly Limited Access Right of Way line a distance of 322.37 feet for a POINT OF BEGINNING; thence continue North 89°36'06" West along said existing Northerly Limited Access Right of Way line a distance of 67.56 feet to the point of curvature of a curve concave Southerly, having a radius of 11177.00 feet and a chord bearing and distance of South 89°51'47" West 208.84 feet; thence run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 01°04'14" a distance of 208.84 feet to the end of said curve; thence run South 86°17'28" West and continue along said existing Northerly Limited Access Right of Way line a distance of 304.89 feet; thence North 62°35'57" West and continue along said existing Northerly Limited Access Right of Way line a distance of 50.38 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11190.00 feet and a chord bearing and distance of South 86°53'04" West 256.44 feet; thence from a tangent bearing of South 87°32'27" West run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 01°18'47" a distance of 256.45 feet to the POINT OF TERMINATION.

Releasing Limited Access Rights along a line without area.
SEE SHEETS 5-12 FOR SKETCH OF DESCRIPTION AND SHEET 6 FOR LEGEND

SEE SHEETS 3-12 FOR SKETCH OF DESCRIPTION AND SHEET 3 FOR LEGEND					
DATE	MARCH 18, 2025		 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	PARCEL 51-131E/F/G SCALE: N/A SHEET 4 OF 12
DRAWN BY	P. MCANALLY				
CHECKED BY	J. CAMPBELL				
GEODATA PROJECT NO	840-01				

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



SEE SHEETS 1-4 FOR LEGAL DESCRIPTION
 SEE SHEET 6 FOR LEGEND

DATE	MARCH 18, 2025
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	B40-01
REVISION	BY DATE



GEODATA CONSULTANTS, INC.
 SURVEYING & MAPPING

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

SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)

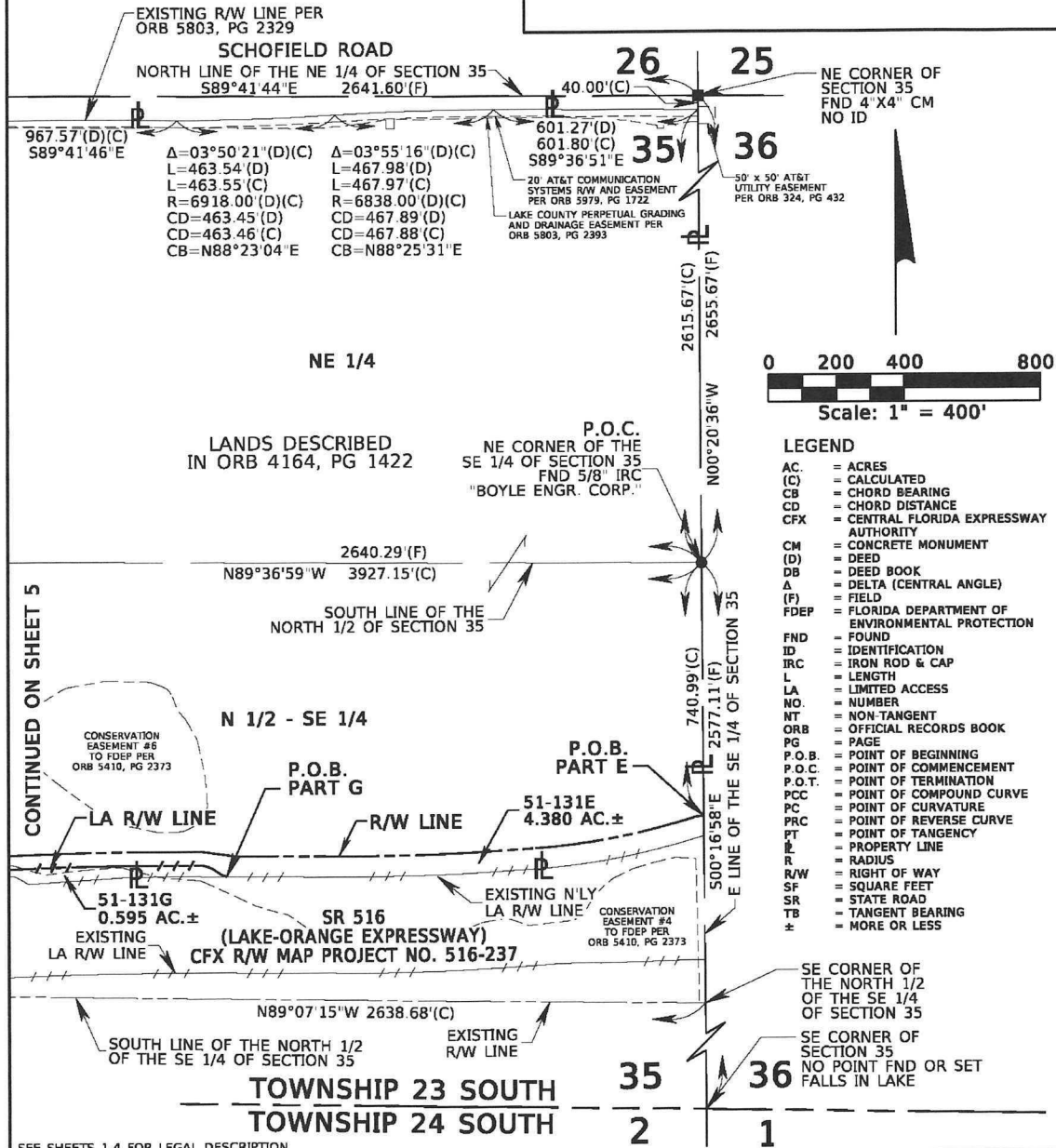
SR 516 (LAKE-ORANGE EXPRESSWAY)
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 LAKE COUNTY, FLORIDA

PARCEL
 51-131E/F/G

SCALE: 1"=400'

SHEET 5 OF 12

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



SEE SHEETS 1-4 FOR LEGAL DESCRIPTION

DATE	MARCH 18, 2025
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	840-01
REVISION	BY DATE



GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE HAVY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS
LICENSE NO. 6356

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

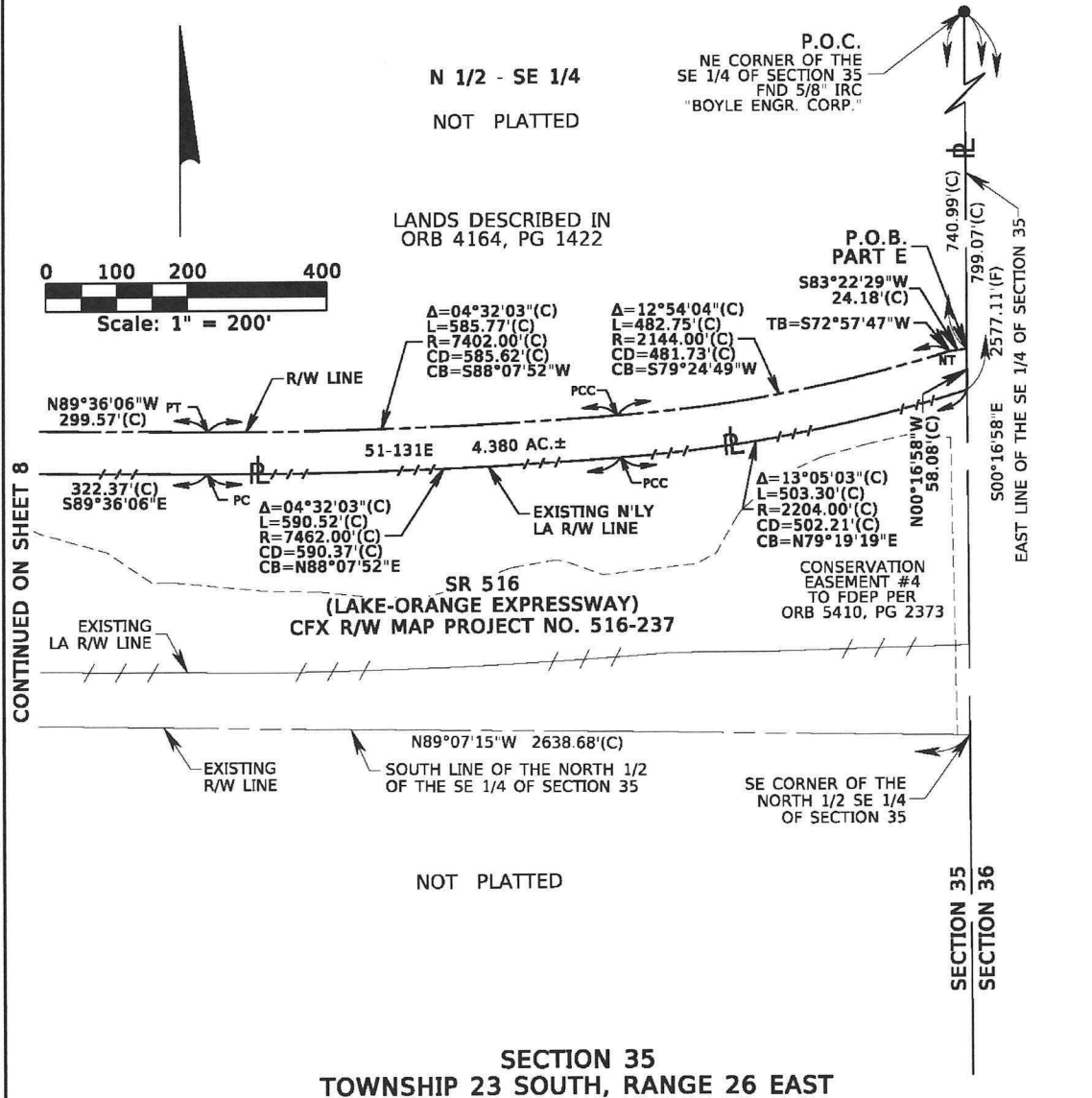
SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA

PARCEL
51-131E/F/G


SCALE: 1"=400'

SHEET 6 OF 12

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



SEE SHEETS 1-4 FOR LEGAL DESCRIPTION AND SHEET 6 FOR LEGEND

DATE	MARCH 18, 2025	 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6963 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6356	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	PARCEL 51-131E/F/G
DRAWN BY	P. MCANALLY			SCALE: 1"=200'
CHECKED BY	J. CAMPBELL			SHEET 7 OF 12
GEODATA PROJECT NO.	B40-01			
REVISION	BY	DATE		

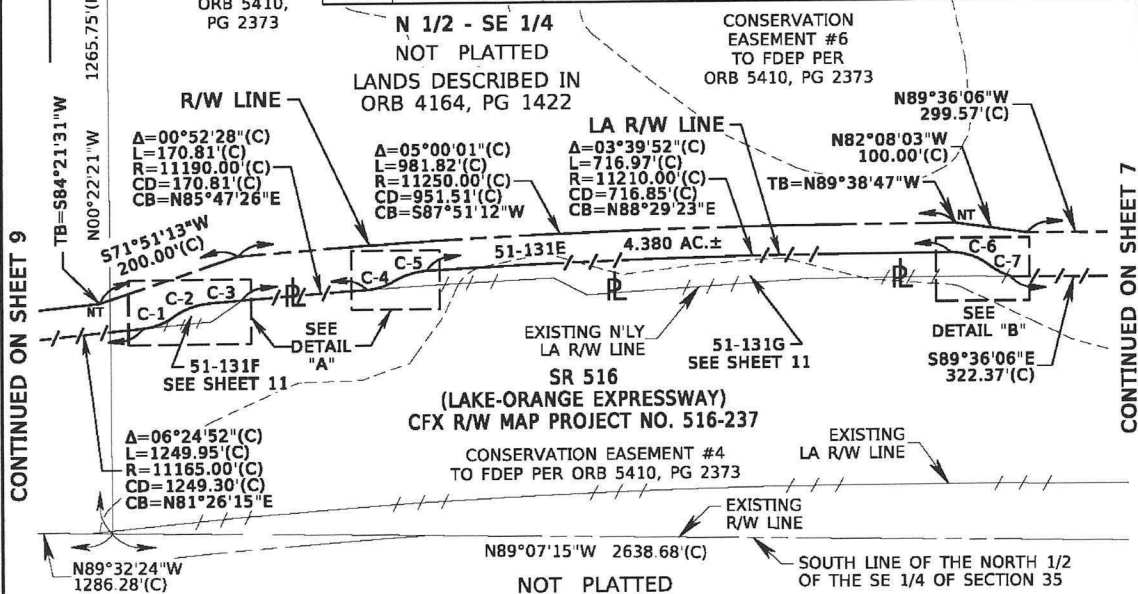
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131 PART E



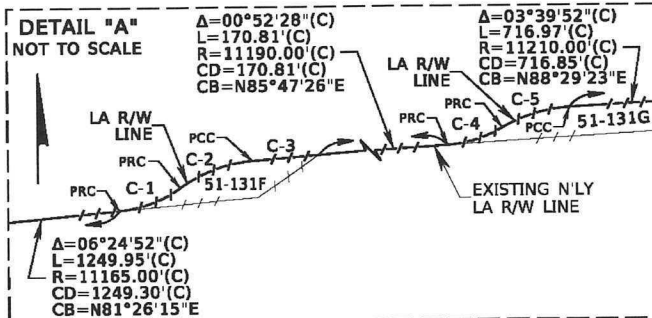
Scale: 1" = 200'
CONTINUED ON SHEET 5

CURVE DATA - THIS SHEET ONLY

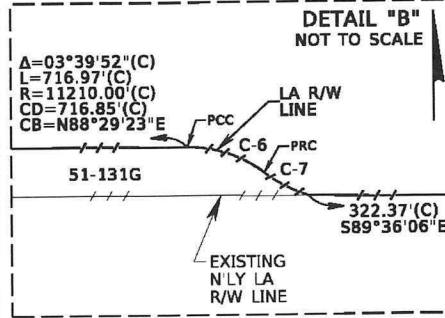
CURVE	Δ	LENGTH	RADIUS	CHORD DISTANCE	CHORD BEARING
C-1	29°48'42"(C)	44.49'(C)	85.50'(C)	43.99'(C)	N69°44'20"E
C-2	30°17'22"(C)	53.13'(C)	100.50'(C)	52.51'(C)	N69°58'40"E
C-3	00°13'51"(C)	45.06'(C)	11190.00'(C)	45.06'(C)	N85°14'16"E
C-4	26°36'01"(C)	39.69'(C)	85.50'(C)	39.34'(C)	N72°55'39"E
C-5	27°01'48"(C)	47.41'(C)	100.50'(C)	46.97'(C)	N73°08'33"E
C-6	37°05'42"(C)	56.00'(C)	86.50'(C)	55.03'(C)	S71°07'50"E
C-7	19°43'16"(C)	34.25'(C)	99.50'(C)	34.08'(C)	S62°26'37"E



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



SEE SHEETS 1-4 FOR LEGAL DESCRIPTION
SEE SHEET 6 FOR LEGEND

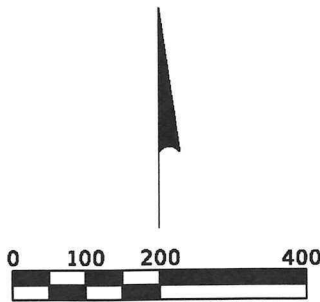
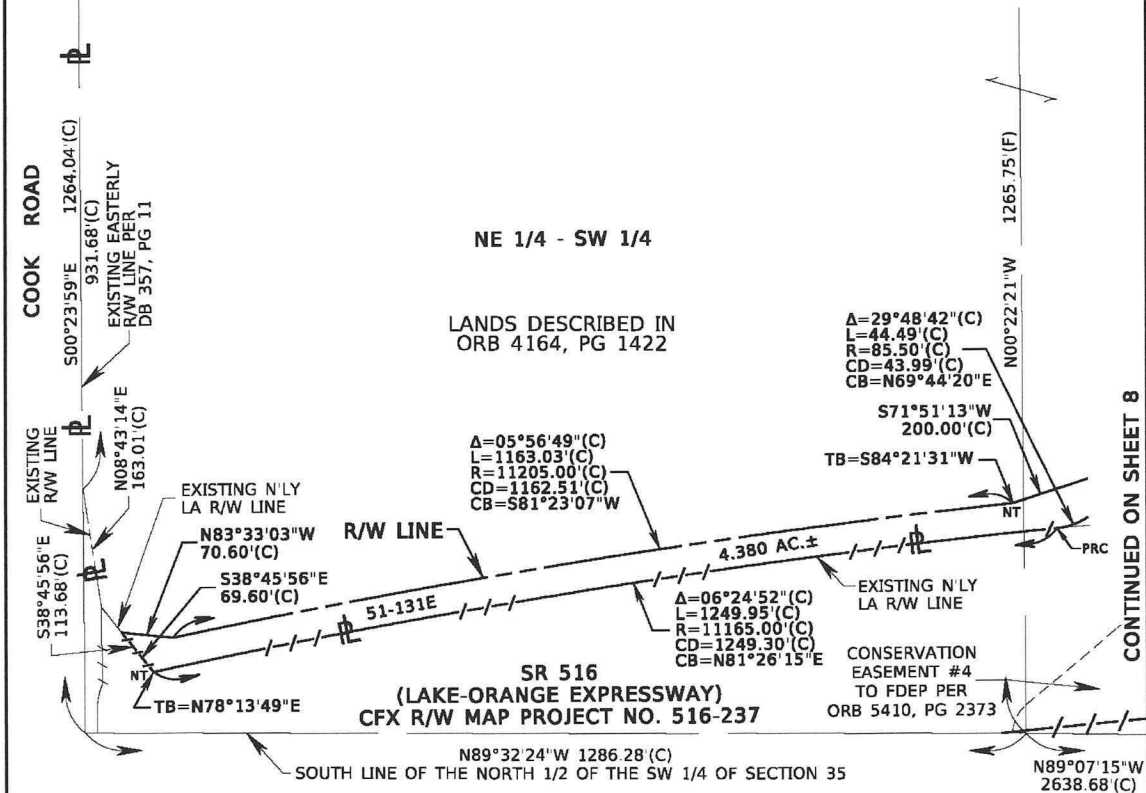
SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST

DATE MARCH 18, 2025	<p>GEODATA CONSULTANTS, INC. SURVEYING & MAPPING</p> <p>1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6356</p>	<p>SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)</p> <p>SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA</p>	PARCEL 51-131E/F/G
DRAWN BY P. MCANALLY			SCALE: 1"=200'
CHECKED BY J. CAMPBELL			SHEET 8 OF 12
GEODATA PROJECT NO. 840-01			
REVISION BY DATE			

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

CONTINUED ON SHEET 5


CONTINUED ON SHEET 5



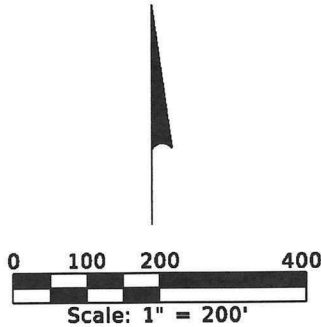
Scale: 1" = 200'

SEE SHEETS 1-4 FOR LEGAL DESCRIPTION
 SEE SHEET 6 FOR LEGEND

SECTION 35
 TOWNSHIP 23 SOUTH, RANGE 26 EAST

DATE MARCH 18, 2025 DRAWN BY P. MCANALLY CHECKED BY J. CAMPBELL GEODATA PROJECT NO. B40-01		 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6536	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	PARCEL 51-131E/F/G
REVISION BY DATE				SCALE: 1"=200' SHEET 9 OF 12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-131 PART F, G, H & I

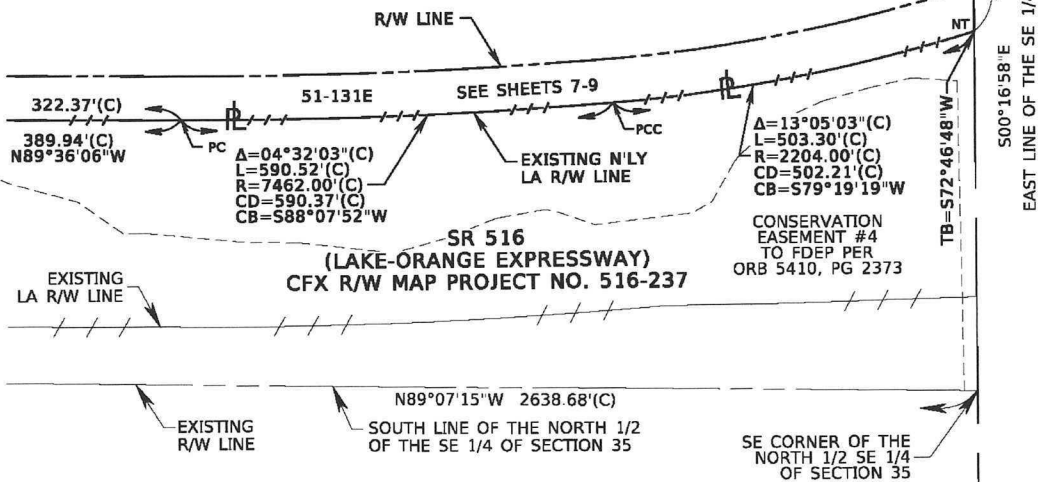


N 1/2 - SE 1/4
 NOT PLATTED

LANDS DESCRIBED IN
 ORB 4164, PG 1422

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

CONTINUED ON SHEETS 11 & 12




NOT PLATTED

SECTION 35
 SECTION 36

SECTION 35
 TOWNSHIP 23 SOUTH, RANGE 26 EAST

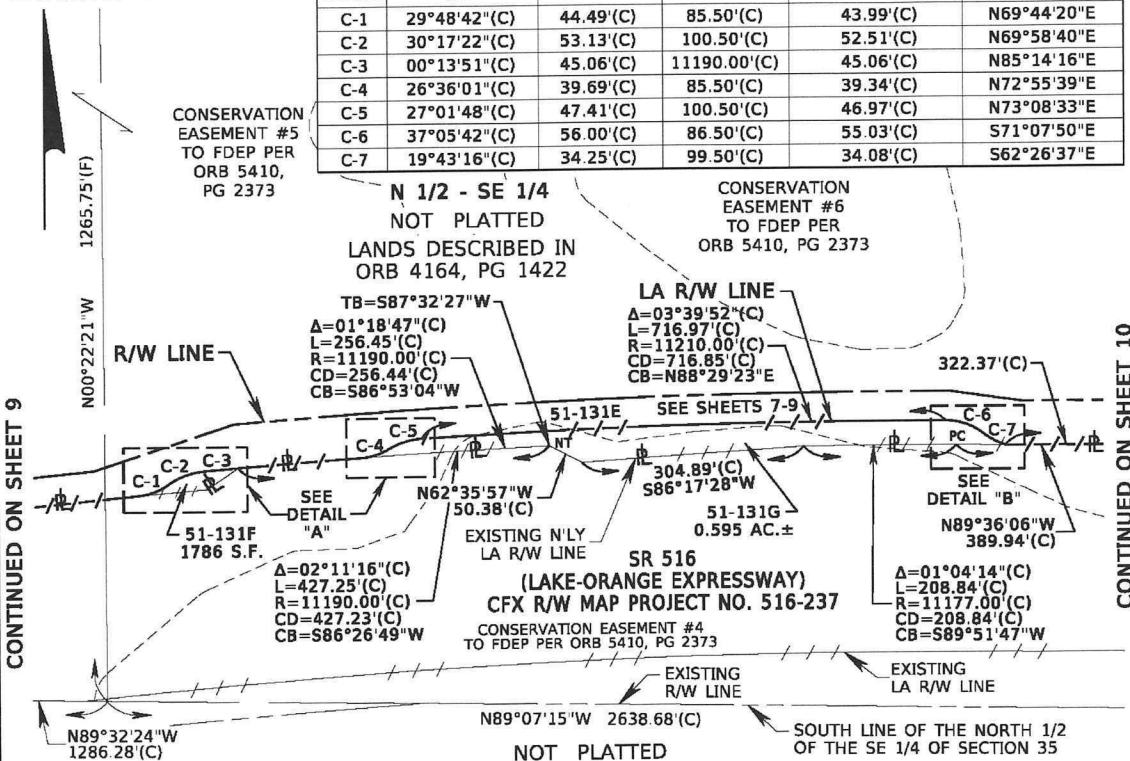
SEE SHEETS 1-4 FOR LEGAL DESCRIPTION
 SEE SHEET 6 FOR LEGEND

DATE MARCH 18, 2025	 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	PARCEL 51-131E/F/G
DRAWN BY P. MCANALLY			SCALE: 1"=200'
CHECKED BY J. CAMPBELL			SHEET 10 OF 12
GEODATA PROJECT NO B40-01			
REVISION	BY	DATE	

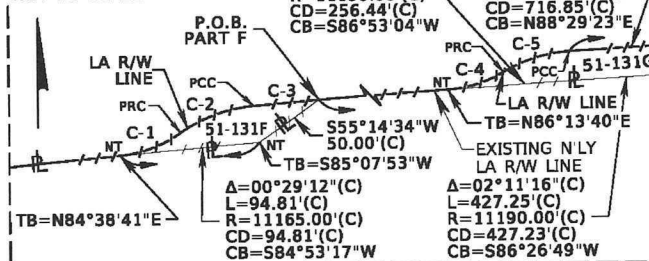
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131 PARTS F & G

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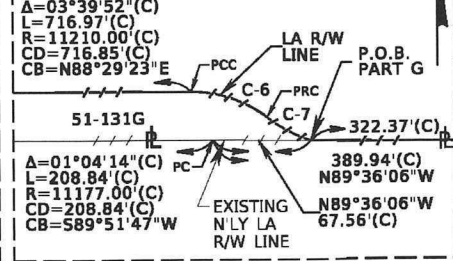
Scale: 1" = 200'
CONTINUED ON SHEET 5



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



SEE SHEETS 1-4 FOR LEGAL DESCRIPTION
SEE SHEET 6 FOR LEGEND

SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST

DATE	MARCH 18, 2025
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	840-01
REVISION	BY DATE

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

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

PARCEL
51-131E/F/G
SCALE: 1"=200'
SHEET 11 OF 12

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

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


Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Northwest corner of the Southwest 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida; thence run South 00°16'58" East along the West line of said Southwest 1/4 a distance of 740.99 feet to a POINT OF BEGINNING; thence continue South 00°16'58" East along said West line a distance of 58.08 feet to a point on the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023, being the beginning of a non-tangent curve concave Northerly, having a radius of 2204.00 feet and a chord bearing and distance of North 66°19'23" East 495.71 feet; thence departing said West line run Easterly along said existing Northerly Limited Access Right of Way line the following eleven (11) courses and distances: from a tangent bearing of North 72°46'48" East, run Easterly along the arc of said curve through a central angle of 12°54'51" a distance of 496.77 feet to the end of said curve; thence South 48°12'01" East a distance of 63.72 feet to the beginning of a non-tangent curve concave Northwesterly, having a radius of 2264.67 feet and a chord bearing and distance of North 57°01'53" East 184.51 feet; thence from a tangent bearing of North 59°21'58" East, run Northeasterly along the arc of said curve through a central angle of 04°40'09" a distance of 184.56 feet to the end of said curve; thence North 53°22'48" East a distance of 217.56 feet; thence North 54°41'48" East a distance of 31.35 feet; thence North 68°37'55" East a distance of 20.76 feet; thence North 54°41'48" East a distance of 257.82 feet to the point of curvature of a curve concave Southeasterly and having a radius of 2319.33 feet and a chord bearing and distance of North 57°50'20" East 254.26 feet; thence run Northeasterly along the arc of said curve through a central angle of 06°17'03" a distance of 254.39 feet to the end of said curve; thence North 07°32'05" East a distance of 75.00 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 2380.00 feet and a chord bearing and distance of North 64°04'33" East 167.74 feet; thence from a tangent bearing of

LEGAL DESCRIPTION CONTINUED ON NEXT PAGE

NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 23 SOUTH, RANGE 26 EAST, HAVING A BEARING OF SOUTH 89°37'07" EAST.
3. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHRISTOPHER J. LEFTAKIS ON MARCH 18, 2025.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2037-5086329, EFFECTIVE DATE MAY 16, 2022, UPDATED APRIL 5, 2023.
7. THIS SKETCH IS NOT A SURVEY.

SEE SHEETS 3-5 FOR SKETCH OF DESCRIPTION, SEE SHEET 4 FOR LEGEND

DATE	MARCH 18, 2025	 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-0965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	PARCEL 51-132C
DRAWN BY	P. MCANALLY			SCALE: N/A
CHECKED BY	J. CAMPBELL			SHEET 1 OF 5
GEODATA PROJECT NO.	040-01			
REVISION	BY	DATE		

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:



Digitally signed by
Christopher J Leftakis
DN: c=US, o=Florida,
dnQualifier=A01410D000
001812054F1810002F25,
cn=Christopher J Leftakis
Date: 2025.03.18 12:03:06
-04'00'

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

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


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

LEGAL DESCRIPTION CONTINUED:

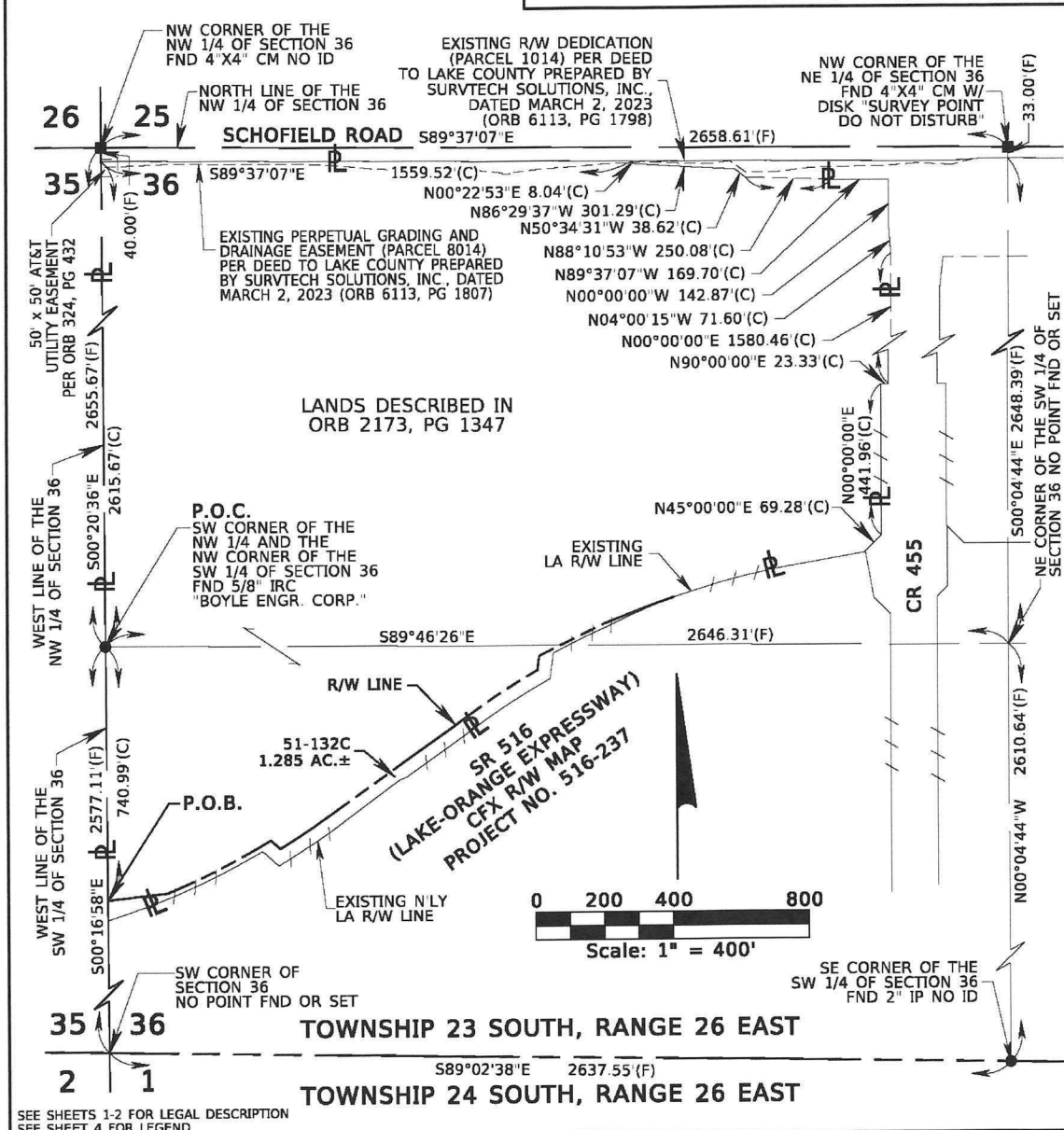
of North 62°03'23" East, run Northeasterly along the arc of said curve through a central angle of 04°02'20" a distance of 167.77 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 2382.52 feet and a chord bearing and distance of North 66°21'47" East 218.60 feet; thence from a tangent bearing of North 63°44'01" East, run Northeasterly along the arc of said curve through a central angle of 05°15'32" a distance of 218.67 feet to the end of said curve and the beginning of a non-tangent curve concave Southerly, having a radius of 2389.00 feet and a chord bearing and distance of South 70°08'49" West 99.93 feet; thence departing said existing Northerly Limited Access Right of Way line from a tangent bearing of South 71°20'43" West, run Westerly along the arc of said curve through a central angle of 02°23'48" a distance of 99.94 feet to the point of tangency; thence South 68°56'54" West a distance of 119.56 feet; thence South 63°44'01" West a distance of 208.51 feet; thence South 07°32'05" West a distance of 41.43 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 2359.33 feet and a chord bearing and distance of South 57°35'37" West 238.47 feet; thence from a tangent bearing of South 60°29'25" West, run Southwesterly along the arc of said curve through a central angle of 05°47'37" a distance of 238.57 feet to the point of tangency; thence South 54°41'48" West a distance of 526.83 feet to the point of curvature of a curve concave Northwesterly and having a radius of 2224.67 feet and a chord bearing and distance of South 56°39'18" West 152.03 feet; thence run Southwesterly along the arc of said curve through a central angle of 03°54'59" a distance of 152.06 feet to the end of said curve; thence North 48°12'01" West a distance of 37.29 feet to the beginning of a non-tangent curve concave Northwesterly, having a radius of 2189.00 feet and a chord bearing and distance of South 63°21'05" West 340.14 feet; thence from a tangent bearing of South 58°53'43" West, run Southwesterly along the arc of said curve through a central angle of 08°54'43" a distance of 340.49 feet to the end of said curve; thence South 83°22'29" West a distance of 175.82 feet to the POINT OF BEGINNING.

Containing 1.285 acres, more or less.


SEE SHEETS 3-5 FOR SKETCH OF DESCRIPTION, SEE SHEET 4 FOR LEGEND

DATE	MARCH 18, 2025	 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	PARCEL 51-132C
DRAWN BY	P. MCANALLY			SCALE: N/A
CHECKED BY	J. CAMPBELL			SHEET 2 OF 5
GEODATA PROJECT NO	B40-01			
REVISION	BY	DATE		

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



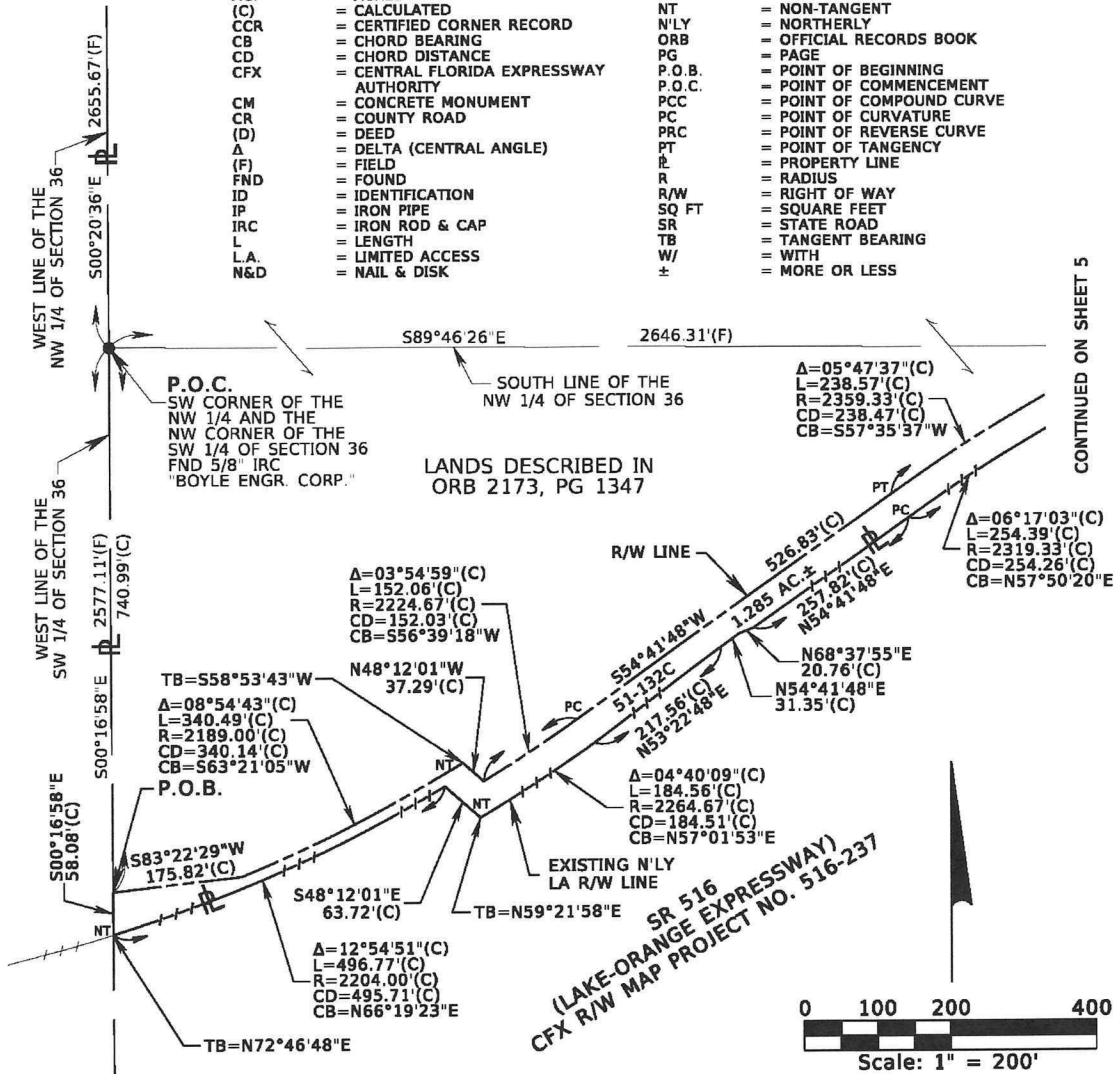
SEE SHEETS 1-2 FOR LEGAL DESCRIPTION
 SEE SHEET 4 FOR LEGEND

DATE		MARCH 18, 2025		 <div>GEODATA CONSULTANTS, INC. SURVEYING & MAPPING</div> <div>1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556</div>	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)		PARCEL 51-132C	
DRAWN BY		P. MCANALLY			SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA		SCALE: 1"=400'	
CHECKED BY		J. CAMPBELL						
GEODATA PROJECT NO		840-01						
REVISION		BY		DATE		SHEET 3 OF 5		

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

LEGEND AND ABBREVIATIONS

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



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

DATE	MARCH 18, 2025
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	B40-01
REVISION	BY DATE

GEODATA CONSULTANTS, INC.
 SURVEYING & MAPPING
 1349 S INTERNATIONAL PKWY
 SUITE 2401
 LAKE HAVY, FLORIDA 32746
 VOICE: (407) 732-6965 FAX: 878-0841
 LAND SURVEYOR BUSINESS
 LICENSE NO. 8556

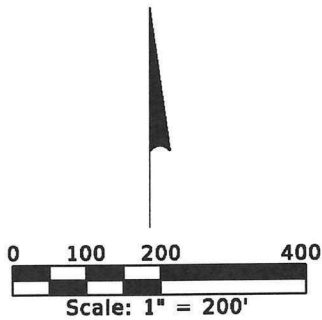
SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 LAKE COUNTY, FLORIDA

PARCEL
 51-132C

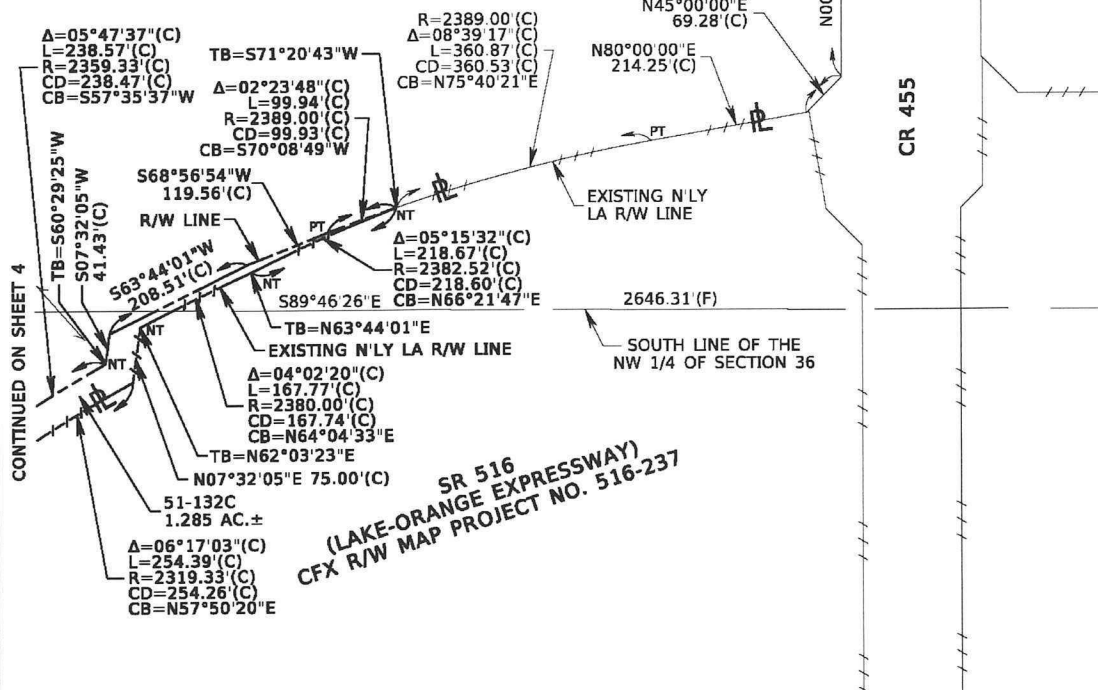
SCALE: 1"=200'

SHEET 4 OF 5

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




LANDS DESCRIBED IN
 ORB 2173, PG 1347



SECTION 36
 TOWNSHIP 23 SOUTH, RANGE 26 EAST

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

DATE MARCH 18, 2023 DRAWN BY P. MCANALLY CHECKED BY J. CAMPBELL GEODATA PROJECT NO. B40-01		 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-132C
		1349 S INTERNATIONAL PKWY SUITE 2401 LAKE HART, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6356	SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	SCALE: 1"=200' SHEET 5 OF 5

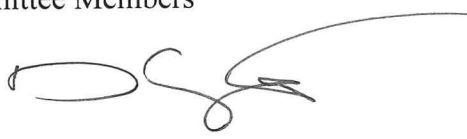
D.7.



DAVID A. SHONTZ
PARTNER
Shutts & Bowen LLP
300 SOUTH ORANGE AVENUE
SUITE 1600
ORLANDO, FL 32801
DIRECT (407) 835-6722
EMAIL DShontz@shutts.com

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: David A. Shontz, Esq.
Right-of-Way Counsel
Shutts & Bowen LLP 

DATE: May 9, 2025

SUBJECT: Resolution of Central Florida Expressway Authority ("CFX") Declaring Property as Necessary for Acquisition for Expressway System Project: State Road 408 Widening Project, Segment 408-315A

BACKGROUND AND DESCRIPTION

As part of the right-of-way acquisition required for the State Road 408 Widening project (the "Project"), CFX needs to acquire the right of way and property interests depicted on **Attachment "A"** attached hereto (collectively, the "Parcel"). Shutts & Bowen LLP, as Right-of-Way Counsel submits the Resolution of Central Florida Expressway Authority ("CFX") Declaring Property as Necessary for Acquisition for Expressway System ("Resolution") attached hereto as **Attachment "B"** and is seeking the Right of Way Committee's recommendation for Board approval of the Resolution. The Resolution is being submitted in accordance with applicable Florida law governing eminent domain and acquisition of property interests by public bodies having eminent domain authority. The Resolution is also being sought as a step in the process of acquisition of real property interests consistent with the CFX Property Acquisition and Disposition Manual.

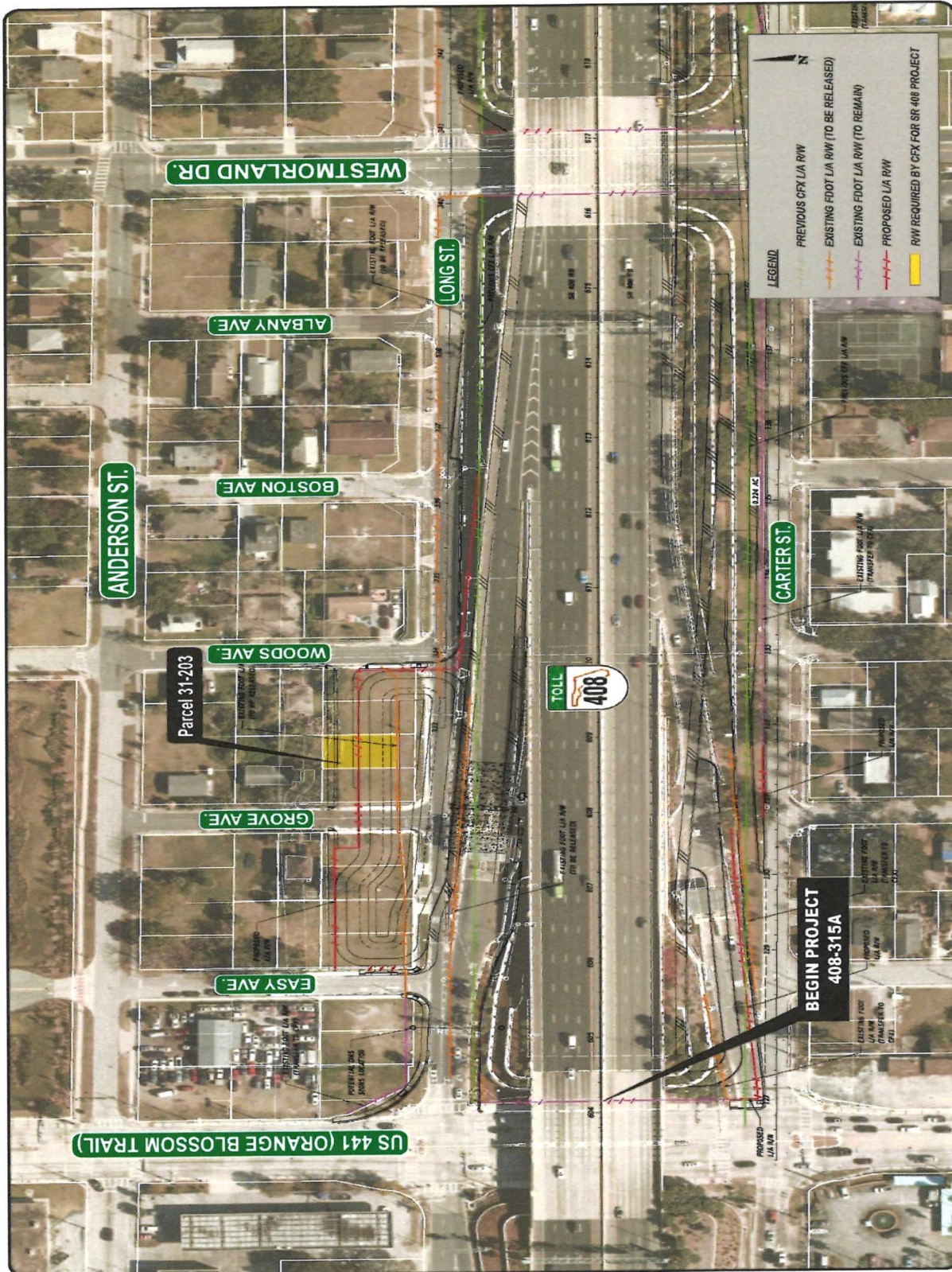
REQUEST

A recommendation by the Right of Way Committee for CFX Board's approval and adoption of the attached Resolution for acquisition of real property interests for State Road 408 Widening project, Segment 408-315A, subject to any minor modifications or revisions approved by CFX's Deputy General Counsel and general engineering consultant.

ATTACHMENTS

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

ATTACHMENT A



Project 408-315A: Parcel 31-203

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

ATTACHMENT B

Resolution No. 2025 - _____
Project No. 408-315A
Parcel 31-203

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

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

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

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

WHEREAS, CFX has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the Expressway System, including the State Road 408 Widening Project, 408-315A, and CFX has determined that to do so it is necessary and in the public interest that CFX obtain certain parcels of land in Orange County, Florida in fee simple, easement, temporary construction easement, and water retention areas, as listed in **Exhibit “A”** (“**Property**”).

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

Section 1. That for the above reasons, CFX hereby declares it is reasonably necessary, practical and in the best interest of the public and CFX that the fee simple interest, easement, temporary construction easement, water retention areas, and such other property interests as may be within the scope of the descriptions set forth in **Exhibit “A”** attached hereto be acquired in the name of CFX by gift, devise, purchase, eminent domain proceedings, or otherwise over and upon

those certain parcels or tracts of land, situated, lying and being in Orange County, Florida heretofore as described in the **Exhibit "A"** attached hereto and incorporated herein by reference.

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

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

ADOPTED this ____ day of _____, 2025.

Christopher Maier, Chairman

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

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



David A. Shontz, Esq, Right-of-Way Counsel

EXHIBIT "A"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
S.R. 408 PROJECT NO. 408-315
PARCEL NO. 31-203
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A portion of Lot 10, Block G, West Orlando Subdivision, according to the plat thereof, as recorded in Plat Book J, Page 114 of the Public Records of Orange County, Florida, also being a portion of lands described in official records book 10621, page 2938 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Block G, West Orlando Subdivision, according to the plat thereof, as recorded in Plat Book J, Page 114 of the Public Records of Orange County, Florida, said point being a found bent 1/2" iron pipe with no identification; thence run South 00°31'22" East along the West line of said Block G, a distance of 171.53 feet to the Northwest Corner of Lot 9, of said Block G; thence South 89°18'02" East along the North line of said Lot 9, a distance of 45.05 feet to the POINT OF BEGINNING, said point being the Northwest corner of Lot 10; thence continue South 89°18'02" East along the North line of said Lot 10, a distance of 45.07 feet to the Northeast corner of said Lot 10; thence South 00°27'02" East along the East line of said Lot 10, a distance of 72.27 feet to a point on the existing North Limited Access Right of Way line of State Road 408, per Florida Department of Transportation Right of Way Map, Financial Project 242484-4; thence departing said East line, run North 89°59'57" West along said North Limited Access Right of Way line a distance of 45.01 feet to a point on the West line of said Lot 10; thence departing said North Limited Access Right of Way line, North 00°29'24" West along said West line, a distance of 72.82 feet to the POINT OF BEGINNING.

Contains 3267 square feet, more or less.

GENERAL NOTES:


1. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF LOTS 9 AND 10, BLOCK G PLAT BOOK J, PAGE 114, WITH A BEARING OF S89°18'02"E (BASIS OF BEARINGS).
2. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF A TITLE SEARCH REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2037-6094214.
3. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
4. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

Bobby Paulk
2022.12.15
14:46:50-05'00'

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

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

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


DATE DECEMBER 5, 2022	SKETCH PREPARED BY  B. PAULK F. LOPEZ 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 CERTIFICATION OF AUTHORIZATION NO. LS 2648	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) S.R. 408 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	PARCEL 31-203 SCALE: N.T.S. SHEET 1 OF 3
DRAWN BY CHECKED BY DRMP PROJECT NO 19-0650-000	REVISION BY DATE		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
S.R. 408 PROJECT NO. 408-315
PARCEL NO. 31-203
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

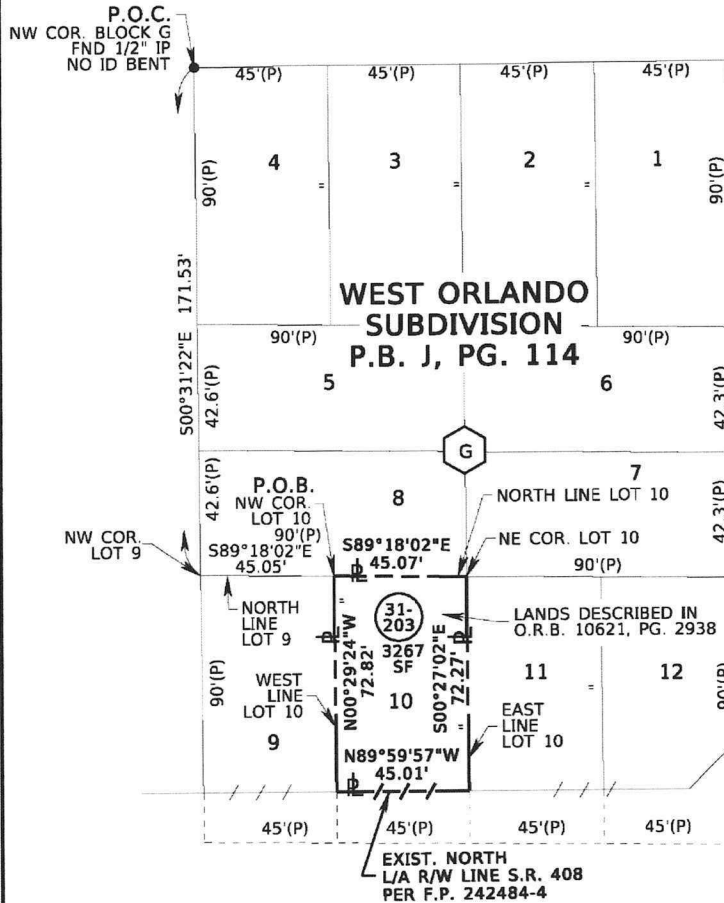
LEGEND AND ABBREVIATIONS

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

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

DATE	DECEMBER 3, 2022	 DRMP DRAFTING & RECORD MANAGEMENT PROFESSIONALS 8411 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 CERTIFICATION OF AUTHORIZATION NO. LB 2648	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 31-203
DRAWN BY	B. PAULK		S.R. 408 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N.T.S.
CHECKED BY	F. LOPEZ			SHEET 2 OF 3
DRMP PROJECT NO.	19-0650-000			
REVISION	BY	DATE		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 408 PROJECT NO. 408-315
 PARCEL NO. 31-203
 PURPOSE: RIGHT OF WAY
 ESTATE: FEE SIMPLE



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

DATE	DECEMBER 3, 2022
DRAWN BY	S. PAULK
CHECKED BY	P. LOPEZ
DRMP PROJECT NO.	19-0650-000
REVISION	BY DATE



SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)

S.R. 408
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL
 31-203

SCALE: 1"=40'

SHEET 3 OF 3