

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
RIGHT OF WAY COMMITTEE MEETING
September 23, 2026
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 Section 2.14, CFX Code, 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 AUGUST 3, 2026 RIGHT OF WAY COMMITTEE MEETING MINUTES (action item)

D. AGENDA ITEMS

1. PROPOSED REAL ESTATE PURCHASE AND SALE AGREEMENT WITH THE DEVELOPMENT AND CONSTRUCTION BETWEEN THE DIOCESE OF ORLANDO AND THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, FOR THE BOGGY CREEK ROAD EXTENSION, PROJECT 534-243, PARCEL NO. 534-275

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

2. PROPOSED REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF ORLANDO AND THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY FOR THE SALE OF SURPLUS REAL PROPERTY, PROJECT 408-312B, PARCEL NOS.: 312-1 PART A AND 312-2 PART A

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

3. PROPOSED RESOLUTION DECLARING REAL PROPERTY AS SURPLUS PROPERTY AVAILABLE FOR SALE - SR 408 PROJECT 2.1, PARCEL NUMBERS 312-3 PART A, 312-4 PARTS A AND B, 312-3 PARTS B, C AND D, AND 312-4 PARTS F, G, H, I AND J

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

E. OTHER BUSINESS

F. ADJOURNMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

This meeting is open to the public.

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

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

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

C.

**APPROVAL OF
COMMITTEE
MEETING MINUTES**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY COMMITTEE MEETING August 3, 2026

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

Committee Members Present:

Christopher Murvin, Citizen Representative, Chairman
Laura F. Carroll, City of Orlando Representative
Shane Fischer, Seminole County Representative
Aida T. Ortiz, Orange County Representative
Paul Satchfield, Osceola County Representative
Juan F. Diaz, Citizen Representative

Committee Members Not Present:

Anita Geraci Carver, Lake County Representative
Tad Calkins, Brevard County Representative

CFX Staff Present:

Michelle Maikisch, Executive Director
Glenn Pressimone, Chief of Infrastructure
Mimi Lamaute, Recording Secretary/Manager of Executive and Board Services
Jacob McMahon, Assistant General Counsel

A. CALL TO ORDER

The meeting was called to order at 10:01 a.m. by Chairman Murvin.

B. PUBLIC COMMENT

There were no public comments.

C. APPROVAL OF MAY 27, 2026 RIGHT OF WAY COMMITTEE MEETING MINUTES

A motion was made by Ms. Carroll and seconded by Mr. Satchfield for approval of the May 27, 2026 Right of Way Committee meeting minutes. The motion carried unanimously with all six (6) Committee members present voting AYE by voice vote. Two (2) Committee members, Mr. Calkins and Ms. Geraci Carver, were not present.

D. AGENDA ITEMS

D.1. PROPOSED MEDIATED SETTLEMENT AGREEMENT BETWEEN CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND ELADIO DELANNOY AND LORRAINE DELANNOY IN THE MATTER OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY V. BRIAN M. VAN COUR, ET AL., CASE NO.: 2026-CA-001595 ED, FOR ALL CLAIMS RELATED TO PARCEL 53-120 PARTS A-B, PROJECT: SR 538 POINCIANA PARKWAY EXTENSION, SEGMENT 538-235A

Mr. Richard Milian with Nelson Mullins Riley & Scarborough, LLP presented a proposed Mediated Settlement Agreement between the Central Florida Expressway Authority (CFX) and Eladio Delannoy and Lorraine Delannoy for the acquisition of Parcel 53-120 Parts A-B, including the uneconomic remainder needed for the SR 538 Poinciana Parkway Extension Project in Osceola County.

Mr. Milian explained that the acquisition involves a 4.5-acre residential property. CFX's initial appraisal valued the parcel at \$1,162,400. The property owners obtained an independent appraisal valuing the property at \$1,799,900. Following settlement negotiations and mediation, the parties reached an agreement, contingent upon Board approval, to resolve all valuation-related issues.

Following mediation, and under the proposed settlement, CFX would pay \$1,396,842 for the property, \$39,006.66 for attorneys' fees, and \$15,948 for attorneys' costs and expert fees, for a total negotiated compensation of \$1,451,796.66, plus applicable standard closing costs.

The Committee members asked questions which were answered by Mr. Milian.

A motion was made by Mr. Satchfield and seconded by Ms. Carroll for a recommendation that the Board approve the Proposed Mediated Settlement Agreement between the Central Florida Expressway Authority and Eladio Delannoy and Lorraine Delannoy in the matter of Central Florida Expressway Authority v. Brian M. Van Cour, et al., for Parcels 53-120 A and B, including the uneconomic remainder, for a negotiated total compensation amount of \$1,451,796.66, inclusive of all compensation, damages, attorneys' fees, and expert fees, and also authorize the Executive Director or designee to approve any non-substantial changes by legal counsel. The motion carried unanimously with all six (6) Committee members present voting AYE by voice vote. Two (2) Committee members, Mr. Calkins and Ms. Geraci Carver were not present.

E. OTHER BUSINESS

There was no other business discussed.

Chairman Murvin stated that the next Right of Way Committee Meeting is scheduled for September 23, 2026 at 2:00 p.m.

F. ADJOURNMENT

Chairman Murvin adjourned the meeting at 10:14 a.m.

Minutes approved on _____, 2026.

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

D.1



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MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Leslie A. Evans and Christopher “Chip” Skambis
Right of Way Counsel
Dinsmore & Shohl LLP 

DATE: September 9, 2026

SUBJECT: Proposed Real Estate Purchase and Sale Agreement between the Diocese of Orlando and the Central Florida Expressway Authority, for the Boggy Creek Road Extension

Dinsmore & Shohl LLP, as Right of Way Counsel, seeks a recommendation from the Right-of-Way Committee that the Board approve the proposed Real Estate Purchase and Sale Agreement (the “**Purchase Agreement**”) between the Diocese of Orlando (“**Diocese**”) and the Central Florida Expressway Authority (“**CFX**”), for acquisition of property interests necessary for the Boggy Creek Road Extension located at Narcoossee Road and Boggy Creek Road, Orange County, Florida.

BACKGROUND AND DESCRIPTION

As part of improvements to the Expressway System, CFX needs to provide alternative access to Clapp Simms Duda Road from Narcoossee Road. CFX will accomplish this by extending Boggy Creek Road through a portion of the Diocese’s property at Orange County Parcel Identification Number 32-24-31-0000-00-010 (the “**Realignment Project**”). In connection with the Realignment Project, CFX requires acquisition of fee simple title to approximately 6.18 acres of real property on which Boggy Creek Road will be extended (the “**Fee Parcel**”) and drainage easements over the appurtenant stormwater ponds serving the roadway improvements, constituting approximately 6.44 acres of real property (“**Stormwater Parcels**”) (together, the Fee Parcel and Stormwater Parcels constitute the “**Realignment Property**”).

As outlined in the proposed Purchase Agreement, attached as **Attachment “A”**, the parties have negotiated a purchase price for the Realignment Property in the amount of \$7,915,199.90, which reflects the appraised value of the Fee Parcel and Stormwater Parcels, together with the Diocese’s reasonable appraiser, attorney, and professional consultant fees. Legal descriptions and sketches of the Realignment Property are included here as **Attachment “B”** and are attached to the Purchase Agreement as Exhibits B and C. Under a separate proposed Development and Construction Agreement between the Diocese and CFX (the “**D&C Agreement**”), attached as

Attachment “C”, the Diocese will perform the design, permitting, and construction of the Project, and CFX will fund up to \$9,603,729.47 of the Project costs. A map depicting the Project and the Realignment Property is included here as **Attachment “D”**.

CFX and the Diocese reached the Agreements in lieu of condemnation, which would have posed a risk of significant severance damages to the Diocese’s property from a less favorable alignment. The Diocese provided an appraisal of the Realignment Property to CFX, which was submitted to CFX’s review appraisers. CFX’s review appraisers signed off on both the appraisal methodology and the valuation conclusion.

The Purchase Agreement requires CFX to make an initial deposit of \$7,716,200.00, with the remainder of the purchase price to be paid by CFX at closing. The Purchase Agreement provides that closing shall occur either: (i) upon completion of the Project by Diocese; or (ii) after CFX steps into the construction contract entered into by the Diocese and its contractor for the Project and assumes the Diocese’s rights and obligations under the construction contract, as more particularly set forth in the Development and Construction Agreement.

The D&C Agreement is structured to require Diocese’s completion of the Realignment Project by July 31, 2027. The Diocese is obligated to provide CFX with written construction updates and milestone estimates at least once per calendar month throughout the contract term. As detailed in Section 9 of the Agreement, if CFX determines in its sole discretion that the Diocese cannot or will not complete the Realignment Project on time, CFX has the right, upon thirty (30) days’ written notice to the Diocese, but not the obligation, to step into the construction contract entered into by the Diocese and its contractor for the Realignment Project, assuming the Diocese’s rights and obligations under the construction contract. The assumption becomes effective thirty (30) days after notice and is backed by temporary construction easement rights so CFX can finish the work itself and keep the Realignment Project on schedule. The D&C Agreement shall be presented to the CFX Board at its October 8, 2026 regular meeting.

The Purchase Agreement is submitted in accordance with applicable Florida law and consistent with CFX’s Property Acquisition, Disposition, and Permitting Procedures Manual.

REQUESTED ACTION

A recommendation that the CFX Board (i) approve the Real Estate Purchase and Sale Agreement between CFX and the Diocese, providing for acquisition of the Realignment Property for a purchase price of \$7,915,199.90, and (ii) authorize the Executive Director or designee to execute all documents necessary to complete the transaction, subject to approval of the legal descriptions by CFX’s General Engineering Consultant and to any minor or clerical revisions approved by the General Counsel or designee.

ATTACHMENTS

- A. Real Estate Purchase and Sale Agreement
- B. Realignment Property Legal Descriptions
- C. Development and Construction Agreement
- D. Map of the Realignment Property and Project

Attachment A

REAL ESTATE PURCHASE AND SALE AGREEMENT
(Project 534-243; Parcel 534-275)

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into as of the Effective Date (as hereinafter defined), by and between **JOHN G. NOONAN, AS BISHOP OF THE DIOCESE OF ORLANDO A CORPORATION SOLE**, whose address is 50 East Robinson Street, Orlando, Florida 32801 (“**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**”).

WITNESSETH:

WHEREAS, Purchaser plans to construct a certain linear facility comprised of a new limited access public transportation corridor known as SR 534 (formerly known as the Osceola Parkway Extension) (“**CFX Project**”), which includes the proposed closure of the intersection of Clapp Simms Duda Road and Narcoossee Road in Orlando, Orange County, Florida (“**Existing Intersection**”);

WHEREAS, Clapp Simms Duda Road is a public road in Orange County, Florida (“**Orange County**”) which contains certain public utilities and other improvements providing access and utilities to properties east of the Existing Intersection;

WHEREAS, Seller owns that certain real property located on and contiguous to Clapp Simms Duda Road and Narcoossee Road located in Orange County, Florida and consisting of Orange County Parcel Identification Numbers: (i) 32-24-31-0000-00-010; and (ii) 33-24-31-0000-00-004, as more specifically identified on attached **Exhibit “A”** (“**Diocese Property**”);

WHEREAS, as a result of the anticipated closure of the Existing Intersection, Purchaser has determined that it will be necessary to relocate and realign a portion of Clapp Simms Duda Road through a portion of the Diocese Property, to connect Clapp Simms Duda Road to Narcoossee Road at the intersection of Narcoossee Road and Boggy Creek Road, such work constituting the Realignment Project as such term is defined and more particularly described in the Development and Construction Agreement entered into between Purchaser and Seller on even date herewith (the “**Development and Construction Agreement**”)(such road, the “**Realignment**”);

WHEREAS, Seller’s master plan for proposed uses of the Diocese Property, which include, without limitation, a Catholic Church, parochial K-8 school and multi-family residential was approved by the City of Orlando Development Review Committee in Case Number MPL2021-10042 (“**Diocese Master Plan**”);

WHEREAS, Purchaser and Seller have, under separate contractual instrument, agreed to the funding and performance of design, permitting and construction on the Diocese Property of certain site work, mass grading and infrastructure improvements to effect the Realignment;

WHEREAS, as additional consideration for the Seller performing the Realignment Project (as such term is defined in the Development and Construction Agreement), Seller agrees to convey to Purchaser, and Purchaser agrees to purchase from Seller, (i) fee simple title to a 6.18 +/- acres

portion of the Diocese Property as more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference ("**Fee Parcel**") and (ii) a non-exclusive drainage easement for stormwater retention associated with the Realignment over those certain portions of the Diocese Property as more particularly described on "**Exhibit C**" attached hereto and incorporated herein by this reference (collectively, the "**Stormwater Parcels**") (together, the Fee Parcel and Stormwater Parcels constitute the "**Realignment Property**") for the price and on such terms as more particularly set forth herein;

WHEREAS, Seller desires to sell and convey the Realignment Property to Purchaser, and Purchaser desires to acquire from Seller the Realignment Property for public right of way and associated retention capacity purposes, 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 grant, sell, and convey to Purchaser and Purchaser agrees to purchase and accept from Seller the Realignment Property in the manner and upon the terms and conditions set forth in this Agreement.

3. **The Fee Parcel.** For purposes of this Agreement, the Fee Parcel 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, roads, structures and fixtures, if any, situated thereon, (iii) any permits, approvals, authorizations, and licenses relating to or affecting the Fee Parcel which Purchaser approves, but only to the extent applicable to the right-of-way area constituting the Fee Parcel, and (iv) all of Seller's right, title, and interest in any strip, hiatus, gore, gap, or boundary adjustment area adjoining or affecting such Fee Parcel, and (v) all riparian and other water rights relating to such property consistent with the Realignment Project, as defined in the Development and Construction Agreement. Seller further agrees to transfer, assign, and convey to Purchaser at Closing, at no additional cost or expense to Purchaser, all of Seller's right, title, and interest, if any, in any permits, authorizations, governmental approvals, entitlements, third-party approvals, and any other similar entitlements or development rights relating to the realigned road and applicable to the Fee Parcel, but only to the extent applicable to the Fee Parcel.

4. **The Stormwater Parcels.** The Stormwater Parcels shall include all rights and terms outlined in the drainage easement to be executed by the Purchaser and Seller at Closing substantially on such terms and in the form attached hereto as **Exhibit "D"** ("**Stormwater Drainage Easement**") and incorporated herein by this reference, or as may be modified in writing by mutual agreement of Seller and Purchaser (or Purchaser's designated assignee). The Stormwater Drainage Easement is a non-exclusive joint stormwater retention agreement that will

contain all the stormwater retention capacity necessary for the realigned road consistent with the Realignment Project, together with additional capacity for the Diocese Property, as consistent with the Master Plan. The Seller and its successors or assigns will retain fee ownership of the real property underlying the Stormwater Parcels and have the responsibility for maintaining the retention ponds to be constructed upon it. Such maintenance obligations may be assigned by the Seller to a third party which shall assume and perform the required maintenance as set forth in the Stormwater Drainage Easement.

5. Purchase Price and Method of Payment. The purchase price to be paid by Purchaser to Seller for the Realignment Property shall be **Seven Million Nine Hundred Fifteen Thousand One Hundred Ninety-Nine and 90/100 Dollars (\$7,915,199.90)** (“**Purchase Price**”). The Purchase Price is inclusive of Seller’s appraiser, attorneys’, and professional consultants’ fees and costs utilized in furtherance of the Realignment Property acquisition, the Realignment, and the right-of-way acquisition (“**Diocese Sale Cost Reimbursements**”). The Purchase Price shall be paid to the Seller by Purchaser as follows:

- (i) A deposit in the amount of **Seven Million Seven Hundred Sixteen Thousand Two Hundred and NO/100 Dollars (\$7,716,200.00)** shall be paid by wire transfer to Closing Agent within seven (7) business days after the later to occur of, a) the Effective Date of this Purchase and Sale Agreement, b) delivery by the Seller of wire transfer instructions to Purchaser, and c) a current W-9 for the Seller; and released to Seller upon Closing Agent’s receipt thereof; and
- (ii) The remainder of the Purchase Price, subject to applicable credits and debits as more particularly set forth herein, shall be paid by wire transfer from Purchaser to Closing Agent at the Closing of the conveyances of the Fee Parcels and Stormwater Parcels.

6. Survey and Title Matters.

(a) Survey. Unless otherwise waived by Purchaser in writing, Seller shall, at Purchaser’s expense, cause a boundary survey (the “**Survey**”) to be prepared of the Realignment Property within sixty (60) calendar days after the Effective Date. The Survey shall be prepared by a registered surveyor licensed in the State of Florida (the “**Surveyor**”). The Survey, as it may be updated: (i) shall be currently dated; (ii) shall contain metes and bounds legal descriptions of the Fee Parcel and the Stormwater Parcels; (iii) shall show, among other things, the location of all improvements, fences, evidences of abandoned fences, easements, roads, and rights-of-way; (iv) shall identify any improvements, easements, encumbrances and encroachments, 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 Fee Parcel and Stormwater Parcels; (vi) shall be certified to Seller, Purchaser, Title Company (as defined below) and Title Agent (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. Any matters revealed by the Survey to which Purchaser objects pursuant to the provisions of subsection 6(c) below shall be considered title objections and treated pursuant to the provisions of subsection 6(c) below.

(b) Title Insurance. Attached hereto as **Exhibit "E"** and incorporated herein by reference is a title commitment of the Realignment Property, bearing Commitment Number 26081859 WP and dated effective July 13, 2026 at 8:00am ("**Commitment Date**") naming Purchaser as proposed insured (the "**Title Commitment**"), as prepared by Old Republic National Title Insurance Company (the "**Title Company**"), issued by Baker Hostetler (the "**Title Agent**"). The Title Commitment sets forth the state of title to the Realignment Property as of the 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 Fee Parcel and Stormwater Parcels (as applicable) which would appear in an owner's policy of title insurance if issued (the "**Title Policy**"). The Title Commitment has been initially based on the legal description of the Realignment Property as set forth in the sketches and legal descriptions of the Fee Parcel and the Stormwater Parcel, as shown in **Exhibits B and C**, respectively. Upon its receipt of the Survey, Seller shall cause the Title Company to update the Title Commitment based on the Survey ("**Updated Title Commitment**"), whereupon Purchaser shall have the rights set forth in subsection 6(c) below with respect to any new matters contained on any Updated Title Commitment or endorsement of the Title Commitment arising after the Commitment Date, including any updates based on an updated Survey. Of the title matters on the current Title Commitment, Purchaser hereby notifies seller of its objections to Title Commitment Exception Numbers 11, 13, and 17 and will provide detailed objections to such matters in writing within ten (10) business days following the Effective Date of this Agreement, along with Exception Numbers 1-7 which Purchaser requires to be deleted, removed, or otherwise satisfied at or prior to Closing (each a "**Current Objection**" and collectively, the "**Current Objections**"). Unless expressly waived in writing by Purchaser, if Seller fails to cure, or has refused to cure (or been deemed to have refused to cure), any Current Objection by the expiration of the Seller's Cure Period (as defined below), then as Purchaser's sole and exclusive remedy, Purchaser shall have the right to accept title subject to such Current Objection(s) and recover from Seller the sum of \$200,000.00 for each uncured Current Objection(s) as liquidated damages, with such total damage amount to be applied as a credit to Purchaser at Closing, and if the balance of the Purchase Price to be paid by Purchaser at Closing is less than the total of such liquidated damages, then the remaining amount shall be paid by Seller to Closing Agent and disbursed to Purchaser at Closing, it being agreed by the Parties that Purchaser's actual damages in such event are difficult or impracticable to determine and that the foregoing liquidated damage amount has been agreed upon as the parties' reasonable estimate of Purchaser's damages. At Closing, Purchaser (or Purchaser's designated assignee) shall be issued an Owners Title Insurance Policy for the Realignment Property by Title Agent. All costs for the Title Commitment, any endorsements, search fees, and the owner's Title Policy premium shall be paid by Purchaser.

(c) Title and Survey Objection. Within thirty (30) days after its receipt of the last of the Survey and the Updated Title Commitment, 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 Survey or new matters in the Updated Title Commitment (other than the Current Objections) which are unacceptable to Purchaser ("**Objection Notice**"), which matters shall be referred to herein as "**Title Defects**". Any matters set forth in Schedule B, Part II of the Title Commitment to which Purchaser does not timely object shall be referred to collectively herein as the "**Permitted Exceptions**". On or before fifteen (15) days following Seller's receipt of the Objection Notice, if any, Seller shall notify Purchaser

in writing of any matters set forth in the Objection Notice which Seller intends to cure. Seller's failure to timely deliver the foregoing notice shall be deemed Seller's election not to cure any of the matters set forth in the Objection Notice. If Seller fails to cure, or has refused to cure (or been deemed to have refused to cure), any Purchaser's objections within thirty (30) days after Seller's receipt of the Objection Notice (the "**Seller's Cure Period**"), Purchaser may either, at its option, (i) terminate this Agreement by providing written notice of termination to Seller, whereupon this Agreement will be terminated, the Deposit shall be returned to Purchaser, and Purchaser may also recover its actual out-of-pocket damages incurred as a result of Seller's default, up to a maximum of Two Hundred Thousand Dollars (\$200,000.00), plus its legal fees and expenses incurred during the negotiation and enforcement of this Agreement, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations to the other except as otherwise provided in this Agreement; or (ii) accept title subject to such Title Defect(s) and recover from Seller the sum of \$200,000.00 for each uncured Title Defect as liquidated damages, with such total damage amount to be applied as a credit to Purchaser at Closing, and if the balance of the Purchase Price to be paid by Purchaser at Closing is less than the total of such liquidated damages, then the remaining amount shall be paid by Seller to Closing Agent and disbursed to Purchaser at Closing, it being agreed by the Parties that Purchaser's actual damages in such event are difficult or impracticable to determine and that the foregoing liquidated damage amount has been agreed upon as the parties' reasonable estimate of Purchaser's damages. The Seller and Purchaser shall cooperate with Title Agent to facilitate the satisfaction of all Schedule B, Part I requirements set forth in the Title Commitment and 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 anything contained herein to the contrary, it is specifically understood and agreed that, without limitation, and regardless of whether or not stated in Purchaser's Objection Notice, if any, 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 Realignment 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 Fee Parcel from, any financial obligation related to a property owner's association and any declarations, covenants, and restrictions.

(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 6 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 Realignment Property or any portion thereof (except those expressly called for in this Agreement; provided, however, that any mortgage, lien, or similar encumbrance related to the Realignment

Project remaining as of the Closing Date shall be paid, satisfied, terminated, or otherwise released at or before Closing at Seller's sole expense) 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, Part 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, Part 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 Fifty Thousand Dollars (\$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 Realignment 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 and Purchaser may either, at its option, (i) terminate this Agreement by providing written notice of termination to Seller, whereupon this Agreement will be terminated, the Deposit shall be returned to Purchaser, and Purchaser may also recover its actual out-of-pocket damages incurred as a result of Seller's default, up to a maximum of Two Hundred Thousand Dollars (\$200,000.00), plus its legal fees and expenses incurred during the negotiation and enforcement of this Agreement, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations to the other except as otherwise provided in this Agreement; or (ii) accept title subject to such Title Defect(s) and recover from Seller the sum of \$200,000.00 for each uncured Title Defect as liquidated damages, with such total damage amount to be applied as a credit to Purchaser at Closing, and if the balance of the Purchase Price to be paid by Purchaser at Closing is less than the total of such liquidated damages, then the remaining amount shall be paid by Seller to Closing Agent and disbursed to Purchaser at Closing, it being agreed by the Parties that Purchaser's actual damages in such event are difficult or impracticable to determine and that the foregoing liquidated damage amount has been agreed upon as the parties' reasonable estimate of Purchaser's damages.

7. Inspection Rights.

(a) Purchaser hereby waives any “free-look” inspection period but does not waive any rights to inspect the Realignment Property during the Term. At all times before Closing, upon reasonable prior notice to Seller, Purchaser may, in Purchaser’s sole discretion and at Purchaser’s expense, perform any and all additional Inspections (as more particularly defined below) that Purchaser desires to perform, including but not necessarily limited to the following: (i) having the Realignment Property tested, surveyed, and inspected to determine if the Realignment 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 Realignment Property tested, surveyed, and inspected to determine if the Realignment 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 Realignment 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 feasibility of developing the Realignment 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 Realignment 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) Access to Realignment Property. Purchaser and its agents, employees, and contractors shall at all times before Closing have the right of going upon the Realignment Property as needed to inspect, examine, survey, appraise, and otherwise undertake those actions which Purchaser, in its sole discretion, deems necessary or desirable. 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 Realignment 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 Realignment Property and that the Realignment Property shall be restored to substantially the same condition as existed immediately prior to Purchaser’s inspection activities pursuant to this Section 7, and not unreasonably interfere with the Realignment Project. 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 7, including, without limitation, any damage to the Realignment 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 Realignment 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 Realignment Property or are caused by the Seller's gross negligence or willful misconduct. This provision shall survive Closing or earlier termination of this Agreement.

8. Conditions Precedent to Purchaser's Obligation to Close. Purchaser's obligation to purchase the Realignment Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "**Purchaser's 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 escrow with Closing Agent for the benefit of Purchaser a statutory warranty deed duly executed and acknowledged conveying marketable fee simple title to the Fee Parcel and the duly executed and acknowledged Stormwater Drainage Easement constituting the Stormwater Parcels to Purchaser (or Purchaser's designated assignee) 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) Either the Seller has achieved Completion of the Realignment Project as set forth in the Development and Construction Agreement; or the Seller has received Purchaser's written notice exercising its right to step in to the Realignment Project Construction Contract as set forth in Section 9 of the Development and Construction Agreement;

(c) Purchaser shall have approved the status of title to the Realignment Property in accordance with Section 6 and Title Company shall be in a position to issue the Owner's Title Policy on the Realignment Property to Purchaser (or Purchaser's designated assignee) in the full amount of the mutually agreed value of the Fee Parcel and Stormwater Parcels, with all Schedule B, Part I requirements met;

(d) Seller and Purchaser shall have executed such documents as are reasonably required by Seller and Purchaser or their corresponding counsel and Title Agent 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 Realignment 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 Realignment Property shall not have been subjected to or made a part of a homeowners or other property owners association and shall otherwise be exempt from any assessments levied under any declaration or other instrument affecting the Realignment Property; and

(i) Purchaser may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing Purchaser's Conditions to Close, but any such waiver shall be effective only if contained in writing signed by Purchaser and delivered to Seller.

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

(a) Purchaser shall have obtained all necessary consents, board approval and acknowledgements authorizing Purchaser's performance pursuant to this Agreement and the Development and Construction Agreement and to execution of all documents as are reasonably required by Seller, Closing Agent and Title Company to properly consummate the Closing.

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

(c) Purchaser shall have delivered to Closing Agent the remaining balance of the full Purchase Price and costs to be paid by Purchaser at Closing, subject to credits and debits as set forth herein.

(d) The representations, warranties, and covenants of Purchaser contained in this Agreement shall be true and correct as of the Closing Date in all material respects and Purchaser shall sign a certificate to that effect at Closing.

(e) Purchaser shall have executed an Assignment and Direction of Title, in the event that Purchaser has elected to direct the conveyance of the Realignment Property to an assignee.

(f) Seller may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing Seller's Conditions to Close, but any such waiver shall be effective only if contained in writing signed by Seller and delivered to Purchaser.

10. Closing Date and Closing Procedures and Requirements.

(a) Closing Date. The closing of the conveyances set forth in this Agreement (the “Closing”) shall occur on the date which is thirty (30) days following the earlier of: (i) Completion of the Realignment Project as set forth in the Development and Construction Agreement ; or (ii) the date of Seller’s receipt of Purchaser’s written notice exercising its right to step in to the Realignment Project Construction Contract as set forth in Section 9 of the Development and Construction Agreement; or on such other date as may be agreed in writing by Seller and Purchaser. (“Closing Date”). The Closing shall occur at the offices of Baker & Hostetler LLP (“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 the Closing Date, is additionally conditioned on Seller’s delivery of the mutually agreed final closing statement, executed by Seller, to Purchaser no later than five (5) business days before such Closing Date, so that Purchaser can deliver the balance of the Purchase Price and its allocated costs 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 automatically extended to the date that is five (5) business days after Seller has delivered such closing statement to Purchaser or other date mutually agreed by the Parties.

(b) Conveyance of Title. At the Closing, Seller shall execute and deliver to Closing Agent the statutory warranty deed conveying fee simple marketable record title to Purchaser (or Purchaser’s designated assignee) for the Fee Parcel, free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances whatsoever, excepting only the Permitted Exceptions (“Deed”). Seller shall also execute and deliver to Closing Agent the Stormwater Drainage Easements upon the Stormwater Parcels to Purchaser (or Purchaser’s designated assignee), free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances whatsoever, excepting only the Permitted Exceptions. In the event any mortgage, lien, or other encumbrance encumbers the Realignment 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 balance of the Purchase Price, and if the balance of the Purchase Price is insufficient to satisfy all such mortgages, liens, and other encumbrances, then the differential shall be paid by Seller to Closing Agent by the Closing, and such mortgages, liens, and other encumbrances shall be satisfied and paid with such sums paid by Seller. 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. The Closing Agent shall immediately record the Deed for the Fee Parcel and the Stormwater Drainage Easements upon the Stormwater Parcels in the public records of Orange County, Florida as of Closing. Prior to such recording, Title Agent shall deliver a

Property Information Report, evidencing that the Realignment Property, as described in the legal description of the Fee Parcel and Stormwater Parcel remains unchanged from the Title Commitment and includes no additional matters of record or encumbrances.

(c) Disclosure Affidavit. At the Closing, Seller shall execute an affidavit disclosing each person or entity having a legal or beneficial interest in the Realignment 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 "F" attached hereto and incorporated herein by this reference ("**Disclosure Affidavit**"). 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 Fee Parcel 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 Fee Parcel 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 Fee Parcel. Delivery of such tax payment to Orange County along with a copy of the Deed and a request to Orange County Tax Collector to remove the Fee Parcel 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 Fee Parcel 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 or other immediately available funds to the other party.

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

(f) Closing Costs. Purchaser shall pay the following Closing costs: (i) all real property transfer and transaction taxes and levies relating to the purchase or sale of the Realignment 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 issued by Title Agent, (iii) the cost of recording the Deed, and (iv) one half (1/2) of the closing fee. Notwithstanding, the Seller shall pay for the preparation and recordation of any instruments necessary to correct title. The Closing Agent shall prepare, as a part of the closing fee, all Closing documents. Other than the aforementioned document preparation costs, and Purchaser's reimbursement to Seller of attorney's fees and professional consultants as otherwise set forth herein above as part of the Purchase Price, each party shall pay its own attorneys' fees, expert fees, and costs.

11. Warranties and Representations of Seller. To induce Purchaser to enter into this Agreement and to purchase the Realignment 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 Realignment 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 Realignment Property.

(b) There will be no tenant(s) remaining on the Realignment Property or asserting a right to possession of the Realignment 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 Realignment 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 and/or as set forth in the Realignment Plans.

(d) That to Seller's knowledge, there are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Realignment Property or any portion or portions thereof or relating to or arising out of the ownership of the Realignment 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 Corporation Sole organized and validly existing under the laws of the State of Florida and authorized to do business in the State of Florida; Seller has taken all the necessary action under its governing rules 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 Realignment 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 Realignment Property or any covenants, conditions, restrictions, rights-of-way, or easements which may affect the Realignment 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

Realignment 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 Realignment Property, and no governmental authority has imposed any requirement that any developer of the Realignment Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Realignment Property or any part thereof. The provisions of this subsection (g) shall not apply to any general real estate taxes.

(h) To the best of Seller's knowledge, neither the Realignment Property nor beneath the surface of the Realignment 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 Realignment Property or beneath the surface of the Realignment 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 Realignment Property has never contained nor does it now contain either asbestos, PCBs, or other toxic materials, whether used in construction or stored on the Realignment 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 Realignment 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 Realignment Property, which Seller or any other person or entity has placed or caused or allowed to be placed upon the Realignment 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 Realignment 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 Realignment 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 Realignment 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 or organization, 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 Realignment 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 of the foregoing representations and warranties or information, documents or exhibits referred to in the subparagraphs of this Section 11, 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. In addition to the remedies of Purchaser as otherwise set forth in this Agreement, notwithstanding anything in this Agreement to the contrary, Seller shall indemnify, defend, and hold harmless Purchaser and its successors and assigns from and against any and all damages, liabilities, losses, claims, demands, actions, costs, and expenses, including but not limited to reasonable attorneys' fees, court costs, expert fees, investigation costs, and enforcement costs, arising out of or relating to any breach or material inaccuracy of any representation or warranty made by Seller in this Agreement. The indemnification obligations of this Section 11 shall survive Closing or the earlier termination of this Agreement.

12. 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 Realignment 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) In the event that changes occur as to any of the foregoing representations and warranties or information, documents or exhibits referred to in the subparagraphs of this Section 12, or in any other part of this Agreement, of which Purchaser has knowledge, Purchaser will immediately disclose same to Seller when first available to Purchaser. In addition to the remedies of Seller as otherwise set forth in this Agreement, 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, notwithstanding anything in this Agreement to the contrary, Purchaser shall indemnify, defend, and hold harmless Seller from and against any and all damages, liabilities, losses, claims,

demands, actions, costs, and expenses, including but not limited to reasonable attorneys' fees, court costs, expert fees, investigation costs, and enforcement costs, arising out of or relating to any breach or material inaccuracy of any representation or warranty made by Purchaser in this Agreement. The indemnification obligations of this Section 12 shall survive Closing or the earlier termination of this Agreement.

13. 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 the Closing, Seller will keep and maintain all of the Realignment Property in good order and condition and will comply with and abide by all laws, ordinances, regulations, and restrictions affecting the Realignment 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 except as expressly authorized by Purchaser.

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

(c) At Closing, Seller will deliver full and exclusive possession of the Fee Parcel to Purchaser (or Purchaser's designated assignee) and its successors and assigns.

(d) At Closing, Seller shall transfer, assign, and convey to Purchaser (or Purchaser's designated assignee) and its successors and assigns the Stormwater Drainage Easement.

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

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

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

(c) Seller shall take such other reasonable 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 Purchaser or its counsel to properly consummate the Closing.

14. 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 reasonable 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.

15. Defaults.

(a) **Pre-Closing Default by Seller.** Except where another remedy is otherwise expressly provided in this Agreement, 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 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), plus its legal fees and expenses incurred during the negotiation and enforcement 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.

(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 enforce specific performance of this Agreement against Purchaser. Seller hereby waives all other remedies.

(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) **Notice of 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 p.m. 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 15 shall expressly survive Closing.

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

(a) If any of the Realignment 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 Realignment 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 Realignment 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 Realignment Property or to the compensation to be paid for any portion or portions thereof condemned by such Governmental Authority or other entity.

17. 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 Realignment 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 Realignment 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 Realignment 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 Realignment 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.

18. 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 (1) 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 p.m., local Orlando, Florida time), or (iii) via email when transmitted provided that such email is transmitted prior to 5:00 p.m., 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

Copies to: Central Florida Expressway Authority
Attn: General Counsel's Office
4974 ORL Tower Road
Orlando, Florida 32807
Email: general.counsel@cfxwav.com

and

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

Seller: Diocese of Orlando
Attn: Bishop of the Diocese of Orlando
50 East Robinson Street
Orlando, FL 32801
Email: jeff@amickinc.com

Copy to: Baker & Hostetler LLP
Attn: Alberto S. Bustamante III
200 S Orange Avenue, Suite 2300
Orlando, FL 32801
Email: abustamante@bakerlaw.com

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

19. 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, together with the Development and Construction Agreement, contain the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied therein shall be of any force or effect.

(c) Purchaser may assign its interest or rights or obligations in this Agreement to another governmental authority, including but not limited to the City of Orlando, Florida, upon notice to Seller, provided, however, that such assignment shall not relieve Purchaser from any of its obligations contained herein. Seller may not assign its rights in this Agreement without the prior written consent of Purchaser.

(d) 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 or Purchaser arising under this Agreement, may be assigned or delegated by either without the written consent of the other party.

(e) Time shall be calculated in the Agreement as follows:

i. All references to time are to United States Eastern Time (Orlando, Florida).

ii. When “**business day**” is used, it shall mean any day other than Saturday, Sunday, a Florida legal bank holiday, any day the State of Florida or Seller treats as a work holiday for employees, including any day declared a work holiday for state employees by the Governor of the State of Florida, and any day the Purchaser treats as a work holiday for employees. For any period measured in business days, the deadline occurs at 5:00 p.m. on the final business day. When “**calendar day**” is used, it shall mean one calendar day. For any period measured in calendar days, the deadline occurs at 5:00 p.m. on the final calendar day; however, if that final calendar day is not a business day, then the deadline shall automatically extend to the next business day at 5:00 p.m.

iii. To avoid ambiguity, if the word “**day**” or “**days**” are not modified by either “**business**” or “**calendar**”, they shall be read as calendar day and calendar days respectively. When used in the plural, “**calendar days**” or “**business days**” shall mean consecutive calendar days or consecutive business days, respectively. When calculating any period measured in calendar days or business days, the day of the triggering event shall be excluded and the period shall begin on the next calendar day for calendar-day periods, or on the next business day for business-day periods. If the triggering event occurs after 5:00 p.m., it shall be deemed to have occurred on the next calendar day for calendar-day periods, or on the next business day for business-day periods, for counting purposes.

(f) 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.

(g) 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.

(h) 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.

(i) To the fullest extent permitted by law, Seller and Purchaser knowingly, voluntarily, and intelligently waive any right to a trial by jury in any claim, action, or proceeding arising out of or relating to this Agreement or its performance, whether based on contract, tort,

statute, or any other theory. Seller and Purchaser each acknowledge that it is entering into this Agreement in part in reliance on this waiver.

(j) 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.

(k) 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.

20. 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.

21. 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 Agreement 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 Agreement.

22. 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, this "Attorneys' Fees" provision shall not be construed to limit or preclude the recovery of attorneys' fees, costs, or expenses by a Party if and only to the extent such amounts are expressly included as recoverable components of an indemnification or defense obligation specifically provided elsewhere in this Agreement, including reasonable attorneys' fees incurred in connection with the defense of an indemnified claim. 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.

23. Sovereign Immunity. Purchaser is an agency or political subdivision of the State of Florida and hereby expressly retains sovereign immunity as provided in Section 768.28, Florida Statutes. Nothing in this Agreement shall be construed as a waiver of sovereign immunity, a consent to suit by Purchaser, or an expansion of any applicable statutory waiver of immunity. No

term of this Agreement shall create any third-party beneficiary rights that would permit claims otherwise barred by sovereign immunity, this Agreement, or law.

24. 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.

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

26. 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.

27. Exhibits. The following exhibits are attached to this Agreement:

- (a) Exhibit A – Diocese Property (legal description)
- (b) Exhibit B – Fee Parcel (legal description and sketch)
- (c) Exhibit C – Stormwater Parcels (legal descriptions and sketch)
- (d) Exhibit D – Form of Stormwater Drainage Easement
- (e) Exhibit E – Title Commitment
- (f) Exhibit F – Seller's Disclosure of Interests in Real Property Affidavit

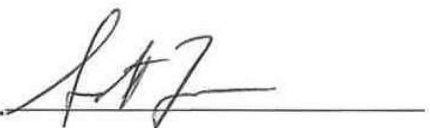
[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

WITNESSES:

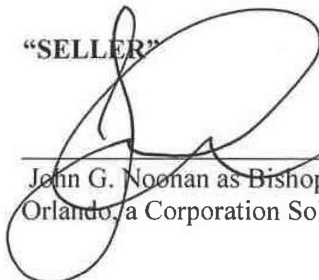


Print Name: DAVID R. DEMERY



Print Name: Scott Ferguson

"SELLER"

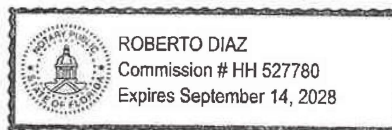


John G. Noonan as Bishop of the Diocese of
Orlando, a Corporation Sole

STATE OF Florida
COUNTY OF Orlando

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 4 day of September 2026, by John G. Noonan, as Bishop of the DIOCESE OF ORLANDO, a corporation sole, on behalf of the organization. He is ☒ personally known to me OR ☐ produced _____ as identification.


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



[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: _____

By: _____
Buddy Dyer, Chairman

Print Name: _____

Date: _____

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

Approved as to form and legality for the
exclusive reliance of the Central Florida
Expressway Authority.

DINSMORE & SHOHL, LLP

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

Date: 9/14/2026

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 _____, 2026, by Buddy Dyer, 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"

DIOCESE PROPERTY

A portion of the Southeast $\frac{1}{4}$ of Section 32 and a portion of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33, Township 24 South, Range 31 East, Orange County, Florida, being described as follows:

BEGIN at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence run thence run N89°50'58"W, along the South line of the Southeast $\frac{1}{4}$ of said Section 32, a distance of 1,329.41 feet to a point on the East Right of Way of Narcoossee Road as described in Official Records Book 8031, Page 34 of the Public Records of Orange County, Florida; thence run N41°50'57"W, along said East Right of Way, a distance of 578.61 feet to a point on the North line of the South 430 feet of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 32; thence run S89°50'58"E, along said North line, a distance of 387.38 feet to a point on the West line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 32; thence run N01°03'23"W, along said West line, a distance of 899.63 feet to a point on the South Right of Way line of Clapp Sims Duda Road as described in Deed Book 558, Page 541 of the Public Records of Orange County, Florida; thence run S89°51'41"E, along said South Right of Way line, a distance of 1,321.83 feet; thence run S89°52'07"E, along said South Right of Way line, a distance of 660.43 feet to a point on the East line of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33, Township 24 South, Range 31 East; thence run S00°59'03"E, along said East line, a distance of 1,327.22 feet to a point on the South line of said Section 33; thence run S89°53'35"W, along said South line, a distance of 660.39 feet to the POINT OF BEGINNING.

Containing 62.42 acres, more or less.

EXHIBIT "B"

FEE PARCEL

[See attached legal description and sketch]

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A portion of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida being described as follows:

Commence at the Southeast corner of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East; thence run N89°50'58"W along the South line of said Southeast 1/4, a distance of 262.51 feet to the POINT OF BEGINNING; thence continue N89°50'58"W, a distance of 1,090.51 feet to a point on the East Right of Way line of Narcoossee Road, a variable width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey Project number 534-243 dated October 17, 2024; thence along said East Right of Way the following two (2) courses: run N41°01'43"W, a distance of 59.34 feet; thence run N42°09'30"W, a distance of 117.67 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 737.51 feet and a Central Angle of 07°58'45"; thence run Northeasterly along the arc of said curve, a distance of 102.71 feet (Chord Bearing = N65°10'33"E, Chord = 102.62 feet) to a point on a Non-Tangent curve, concave to the South, having a Radius of 499.29 feet and a Central Angle of 60°18'30"; thence run Easterly along the arc of said curve, a distance of 525.54 feet (Chord Bearing = N89°26'11"E, Chord = 501.62 feet) to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,172.05 feet and a Central Angle of 22°36'12"; thence run Easterly along the arc of said curve, a distance of 462.38 feet (Chord Bearing = S78°32'53"E, Chord = 459.39 feet) to a point on a Non-Tangent line; thence run S89°50'58"E, a distance of 92.80 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 5.00 feet and a Central Angle of 91°07'22"; thence run Northeasterly along the arc of said curve, a distance of 7.95 feet (Chord Bearing = N44°35'21"E, Chord = 7.14 feet) to the Point of Tangency; thence run N00°58'20"W, a distance of 1,183.54 feet; thence run N45°25'01"W, a distance of 67.71 feet to a point on the South Right of Way line of Clapp Sims Duda Road, a variable width Right of Way as described in Document number 20240210459 of the Public Records of Orange County, Florida; thence along said South Right of Way line the following three (3) courses: run S89°38'59"E, a distance of 51.87 feet; thence run S89°42'53"E, a distance of 100.03 feet; thence run S89°45'53"E, a distance of 6.51 feet; thence run S44°34'59"W, a distance of 65.77 feet; thence run S00°58'20"E, a distance of 1,279.91 feet to the POINT OF BEGINNING.

Containing 269,143 square feet or 6.18 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON-TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	PCC	POINT OF COMPOUND CURVE
CHD.	CHORD	RPB	ROAD PLAT BOOK
ESMT	EASEMENT	P.B.	PLAT BOOK
FJ	FINAL JUDGEMENT	CFX	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DOC	DOCUMENT	R/W	RIGHT OF WAY
		D.B.	DEED BOOK

NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 31 EAST AS N89°50'58"W.

THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.

NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY:
DIOCESE OF ORLANDO



RICHARD D. BROWN, P.S.M. #5700
(NOT VALID WITHOUT SIGNATURE AND SEAL)

07/28/2026
(DATE)

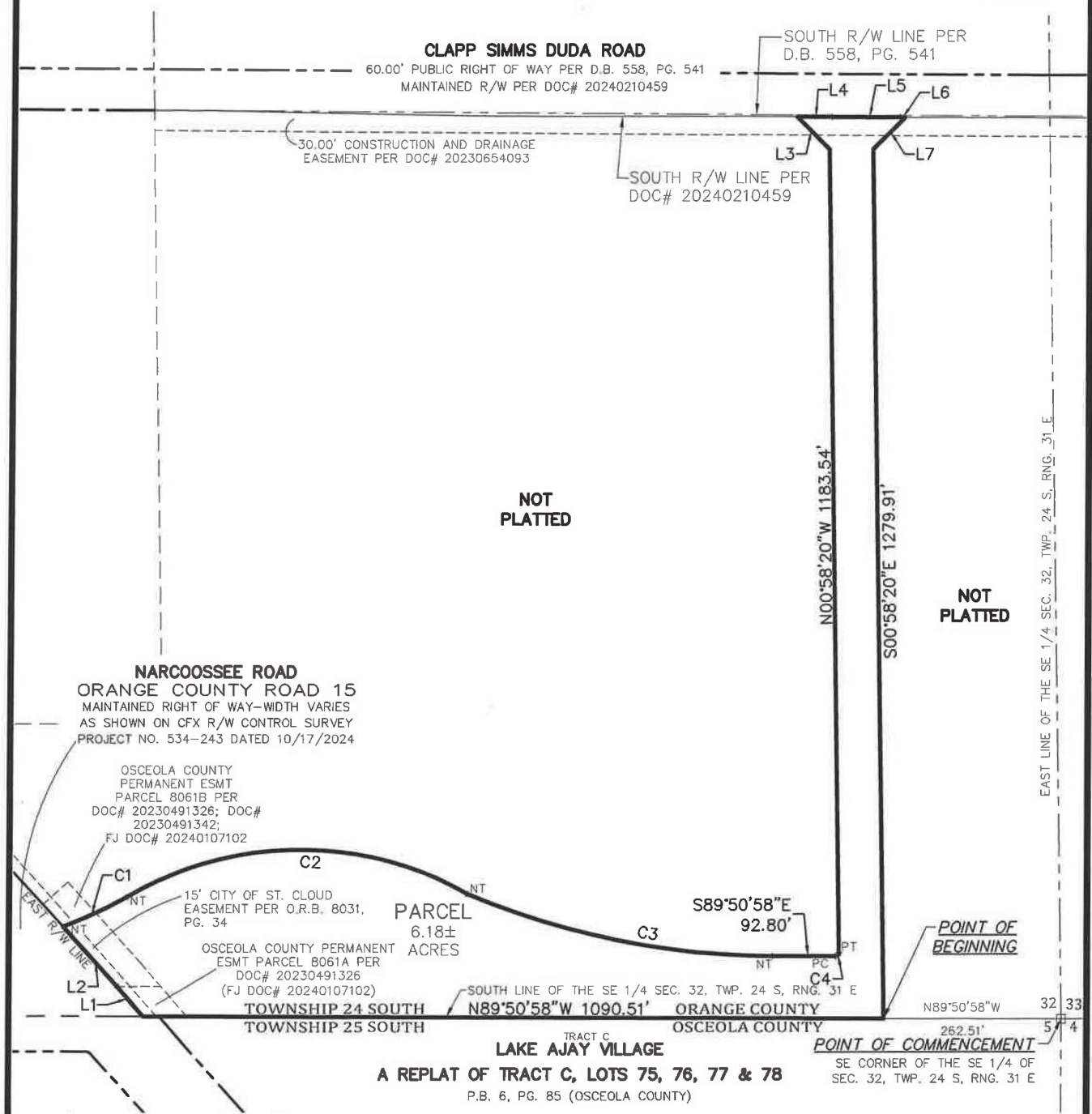
DATE OF SKETCH: 5/26/25	REVISIONS:
SCALE: 1" = 200'	REV. LABELS 7/28/2026
SECTION 32, TOWNSHIP 24 S, RANGE 31 E	
CAD FILE: S-L ROADWAY PARCEL	
JOB NUMBER: 24-678	DRAWN BY: BHJ
SEE SHEET 2 OF 3 FOR SKETCH SEE SHEET 3 OF 3 FOR LINE & CURVE TABLE	

**JOHNSTON'S
SURVEYING, LLC**

900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 1 OF 3

SKETCH OF DESCRIPTION



SKETCH OF DESCRIPTION

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	737.51'	7°58'45"	102.71'	N65°10'33"E	102.62'
C2	499.29'	60°18'30"	525.54'	N89°26'11"E	501.62'
C3	1172.05'	22°36'12"	462.38'	S78°32'53"E	459.39'
C4	5.00'	91°07'22"	7.95'	N44°35'21"E	7.14'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N41°01'43"W	59.34'
L2	N42°09'30"W	117.67'
L3	N45°25'01"W	67.71'
L4	S89°38'59"E	51.87'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L5	S89°42'53"E	100.03'
L6	S89°45'53"E	6.51'
L7	S44°34'59"W	65.77'

JOHNSTON'S
SURVEYING, LLC

900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

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

EXHIBIT "C"

STORMWATER PARCELS

[See attached legal descriptions and sketches]

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Sections 32 and 33, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N00°59'03"W, along the East line of said Section 32, a distance of 505.63 feet to the Point of Beginning; thence departing said East line, run N89°50'31"W, a distance of 262.41 feet; thence N00°58'20"W, a distance of 324.70 feet; thence S89°50'31"E, a distance of 135.89 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 109.98 feet and a Central Angle of 76°21'10"; thence run Northeasterly along the arc of said curve, a distance of 146.55 feet (Chord Bearing = N52°04'58"E, Chord = 135.95 feet) to a Point of Reverse Curve, concave to the Southeast, having a Radius of 10.00 feet and a Central Angle of 76°15'06"; thence run Northeasterly along the arc of said curve, a distance of 13.31 feet (Chord Bearing = N52°01'56"E, Chord = 12.35 feet) to the Point of Tangency; thence run S89°50'31"E, a distance of 62.67 feet; thence run S00°09'29"W, a distance of 416.10 feet; thence run N89°50'31"W, a distance of 46.48 feet to the POINT OF BEGINNING.

Containing 2.53 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR	RPB	ROAD PLAT BOOK
↖	& MAPPER	P.B.	PLAT BOOK
	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT), REFERENCE BEARING BEING THE EAST LINE OF THE SE 1/4 OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N00°59'03"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

SHEET 1 OF 2

REQUESTED BY: DIOCESE OF ORLANDO

DATE OF SKETCH: 3/13/2025

REVISIONS:

SCALE: 1" = 100'

REV. LEGAL 3/27/2025

SEC. 32 & 33, TWP. 24 S, RNG. 31 E

ADD EASEMENTS 4/28/2025

CAD FILE: S-L POND 3

REM. EASEMENTS 4/28/2025

JOB NUMBER: 24-678

REV. LEGAL 7/28/2026

**JOHNSTON'S
SURVEYING, LLC**

900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966



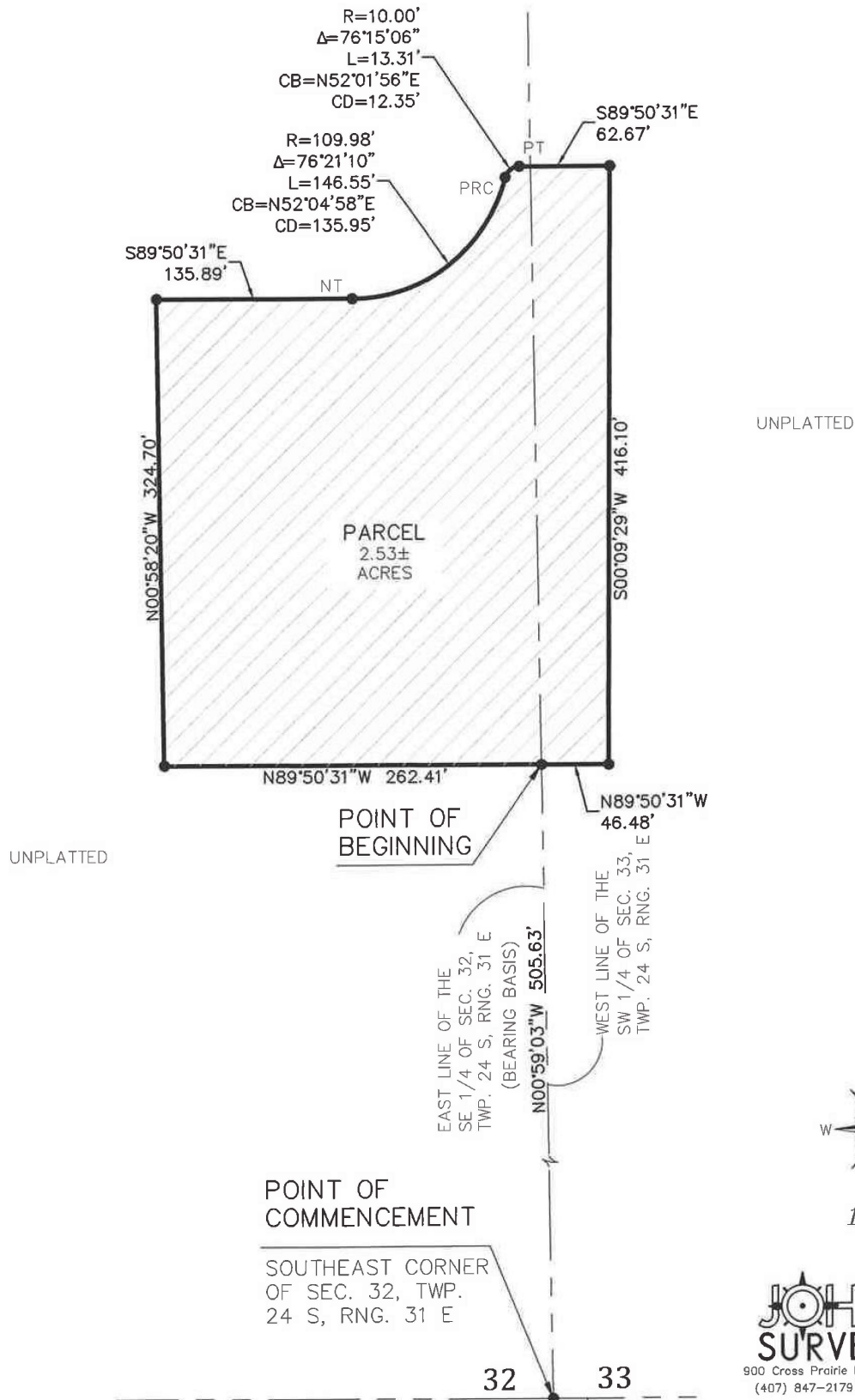
Richard D. Brown

07/28/2026

RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION



SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Section 32, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N89°50'58"W, along the South line of said Section 32, a distance of 344.32 feet; thence departing said South line, run N00°09'02"E, a distance of 91.24 feet to the Point of Beginning; thence run N89°50'58"W, a distance of 81.90 feet to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,172.05 feet and a Central Angle of 12°03'01"; thence run Westerly along the arc of said curve, a distance of 246.50 feet (Chord Bearing = N83°49'28"W, Chord = 246.05 feet) to a point on a Non-Tangent line; thence run N08°51'12"E, along said line, a distance of 94.62 feet to the Point of Curvature of a curve concave to the West, having a Radius of 380.97 feet and a Central Angle of 08°39'07"; thence run Northerly along the arc of said curve, a distance of 57.53 feet (Chord Bearing = N04°31'39"E, Chord = 57.47 feet) to a point on a Non-Tangent line; thence run N00°09'02"E, along said line, a distance of 232.08 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 15.00 feet and a Central Angle of 89°50'58"; thence run Northeasterly along the arc of said curve, a distance of 23.52 feet (Chord Bearing = N45°04'31"E, Chord = 21.19 feet) to the Point of Tangency; thence run N90°00'00"E, a distance of 57.19 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 15.00 feet and a Central Angle of 90°00'00"; thence run Southeasterly along the arc of said curve, a distance of 23.56 feet (Chord Bearing = S45°00'00"E, Chord = 21.21 feet) to the Point of Tangency; thence run S00°00'00"E, a distance of 92.69 feet to the Point of Curvature of a curve concave to the Northeast, having a Radius of 85.02 feet and a Central Angle of 88°51'48"; thence run Southeasterly along the arc of said curve, a distance of 131.86 feet (Chord Bearing = S44°25'54"E, Chord = 119.03 feet) to a point on a Non-Tangent line; thence run N90°00'00"E, along said line, a distance of 112.69 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 20.00 feet and a Central Angle of 89°01'40"; thence run Southeasterly along the arc of said curve, a distance of 31.08 feet (Chord Bearing = S45°29'10"E, Chord = 28.04 feet) to the Point of Tangency; thence run S00°58'20"E, a distance of 212.19 feet to the POINT OF BEGINNING.

Containing 2.03 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR	RPB	ROAD PLAT BOOK
	& MAPPER	P.B.	PLAT BOOK
↙	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE SOUTH LINE OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N89°50'58"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

SHEET 1 OF 2

REQUESTED BY: DIOCESE OF ORLANDO

DATE OF SKETCH: 3/13/2025	REVISIONS:
SCALE: 1" = 100'	REV. LEGAL 3/27/2025
SEC. 32, TWP. 24 S, RNG. 31 E	ADD EASEMENTS 4/28/2025
CAD FILE: S-L POND 2	REM. EASEMENTS 5/2/2025
JOB NUMBER: 24-678	

JOHNSTON'S
SURVEYING, LLC

900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

STATE OF FLORIDA
No. 5700



05/02/2025

RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Section 32, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N89°50'58"W, along the South line of said Section 32, a distance of 1353.02 feet to a point on the East Right of Way line of Narcoossee Road (Orange County Road 15), a variable width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey Project number 534-243 dated October 17, 2024 ; thence along said East Right of Way the following two courses: run N41°01'43"W, a distance of 59.34 feet; thence run N42°09'30"W, a distance of 117.67 feet to the POINT OF BEGINNING; thence continue along said East Right of Way the following two courses: run N42°09'30"W, a distance of 96.40 feet; thence run N41°42'12"W, a distance of 181.69 feet; thence leaving said East Right of Way, run N48°17'48"E, a distance of 63.69 feet; thence run S89°50'35"E, a distance of 256.62 feet; thence run N87°00'44"E, a distance of 26.69 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 47.76 feet and a Central Angle of 43°17'25"; thence run Northeasterly along the arc of said curve, a distance of 36.09 feet (Chord Bearing = N65°22'02"E, Chord = 35.24 feet) to a point on a Non-Tangent line; thence run N45°26'20"E, along said line, a distance of 12.31 feet to the Point of Curvature of a curve concave to the South, having a Radius of 20.00 feet and a Central Angle of 88°41'31"; thence run Easterly along the arc of said curve, a distance of 30.96 feet (Chord Bearing = N89°47'06"E, Chord = 27.96 feet) to the Point of Tangency; thence run S45°52'09"E, a distance of 127.75 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 30.92 feet and a Central Angle of 42°52'39"; thence run Southeasterly along the arc of said curve, a distance of 23.14 feet (Chord Bearing = S24°25'49"E, Chord = 22.60 feet) to a point on a Non-Tangent line; thence run S03°26'44"E, along said line, a distance of 51.93 feet to a point on a Non-Tangent curve, concave to the South, having a Radius of 499.29 feet and a Central Angle of 27°16'21"; thence run Westerly along the arc of said curve, a distance of 237.66 feet (Chord Bearing = S72°55'06"W, Chord = 235.42 feet) to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 737.51 feet and a Central Angle of 07°58'45"; thence run Southwesterly along the arc of said curve, a distance of 102.71 feet (Chord Bearing = S65°10'33"W, Chord = 102.62 feet) to the POINT OF BEGINNING.

Containing 1.88 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR	RPB	ROAD PLAT BOOK
↙	& MAPPER	P.B.	PLAT BOOK
	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE SOUTH LINE OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N89°50'58"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

SHEET 1 OF 2

REQUESTED BY: DIOCESE OF ORLANDO

DATE OF SKETCH: 3/12/2025

REVISIONS:

SCALE: 1" = 100'

REV. LEGAL 3/27/2025

SEC. 32, TWP. 24 S, RNG. 31 E

ADD EASEMENTS 4/28/2025

CAD FILE: S-L POND 1

REV. LABEL 5/19/2025

JOB NUMBER: 24-678

JOHNSTON'S
SURVEYING, LLC

900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 956



Richard D. Brown

05/20/2025

RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

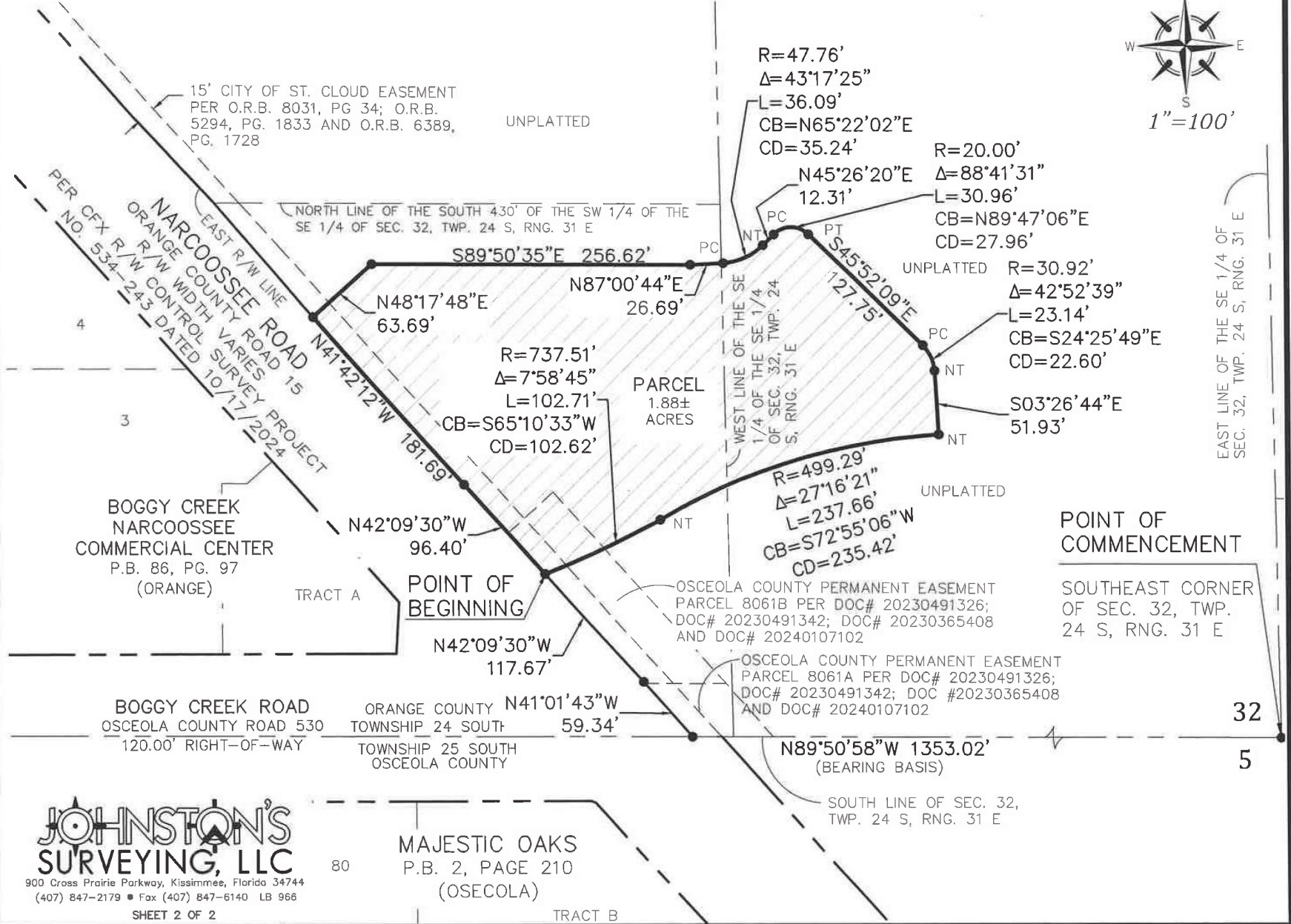


EXHIBIT "D"

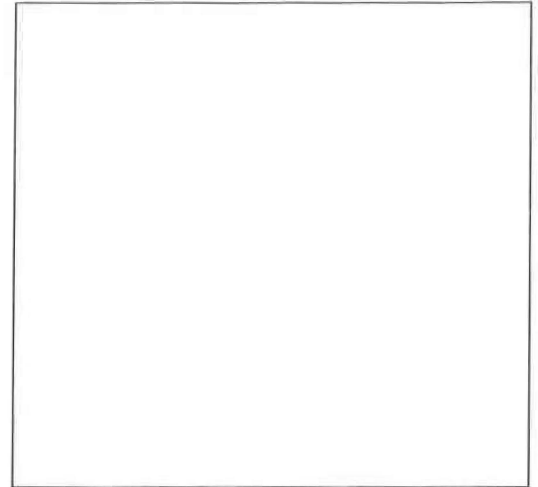
FORM OF STORMWATER DRAINAGE EASEMENT

[See attached]

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Alberto S. Bustamante, III, Esq.
Baker & Hostetler LLP
200 South Orange Avenue, Suite 2300
Orlando, FL 32801
(407) 649-4000

Orange County Parcel ID: 32-24-31-0000-00-010,
Documentary Stamp Tax: \$ _____



DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (this “**Agreement**”) is made and entered into as of this ____ day of _____ (the “**Effective Date**”), by and between **JOHN G NOONAN AS BISHOP OF THE DIOCESE OF ORLANDO**, his successors in office, a corporation sole (“**Grantor**”), whose post office address is 50 East Robinson Street Orlando, Florida 32801, 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 (“**Grantee**”). (Grantor and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as a “**Party**”).

RECITALS

WHEREAS, Grantor is the owner in fee simple of that certain real property located in Orange County, Florida, being more particularly depicted and described on Exhibit “A” attached hereto and incorporated herein by this reference. (“**Grantor Property**”);

WHEREAS, Grantee is the owner, or is simultaneously herewith acquiring from Grantor, that certain real property located in Orange County, Florida consisting of approximately 6.18 acres, as more particularly described on Exhibit “B” attached hereto and incorporated by reference herein (the “**Grantee Property**”);

WHEREAS, Grantor has agreed to grant easements upon the Easement Property (as defined herein) in favor of the Grantee and for the benefit of the Grantee Property for the retention and detention of storm water runoff from the Grantee Property, on such terms as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged by the Parties, the

Parties do hereby agree that the foregoing recitals are true and correct and shall be incorporated herein as a material part of this Agreement, and further agree as follows:

1. **Grant of Easement.**

a. Grantor hereby grants, declares, conveys, and establishes to Grantee for the benefit of the Grantee Property a non-exclusive, perpetual, continuous, uninterrupted, and permanent easement and right-of-way over, under, on, upon, across, and through the certain real property as more particularly described on **Exhibit "C"** attached hereto and incorporated by reference herein (the "**Easement Property**"), for drainage purposes, including but not limited to discharging, handling, retention, detention, receiving, storing, and treating stormwater flow from the Grantee Property and any improvements located on or within the Grantee Property, on the terms set forth in this Agreement (the "**Easement**"). The initial improvements to be located in or on the Easement Property, including the Stormwater Ponds and Drainage Improvements (each as defined in **Section 2** below) shall be constructed by Grantor in accordance with the terms and provisions of the Development and Construction Agreement between the parties dated _____, 2026.

b. Except where otherwise expressly stated in this Agreement, or where context otherwise unambiguously provides:

- i. all references to "**Grantor**" in this Agreement shall be deemed to include the Grantor and its assigns and successors-in-interest to the Grantor Property or any part thereof; and
- ii. all references to "**Grantee**" in this Agreement shall be deemed to include the Grantee and its assigns and successors-in-interest to Grantee Property or any part thereof.

2. **Easement Rights.** Without limiting the generality of the foregoing, and without limiting any other rights that may be exercised in furtherance of the Easement, the Easement granted herein includes the right, privilege, and authority, but not the obligation, of Grantee, its agents, contractors, employees, and invitees, to:

a. discharge, convey, drain, detain, and retain stormwater runoff into, through, and within the drainage system located over, under, on, upon, across, and through the Easement Property, whether existing as of the Effective Date or subsequent to the Effective Date, consisting of pipes, ditches, detention, percolation, or disposal areas and any combination of these items, together with appurtenant drainage structures (collectively, the "**Drainage Improvements**") and each of the stormwater management ponds located on, upon, or within the Easement Property, whether existing as of the Effective Date or subsequent to the Effective Date, (collectively, the "**Stormwater Ponds**");

b. patrol, inspect, alter, improve, maintain, repair, rebuild, and remove all or any part of the Drainage Improvements consistent with the terms of this Easement;

c. trim, cut, or remove trees, bushes, undergrowth and other obstructions or improvements that negatively impact the operation of the Drainage Improvements or Stormwater Ponds;

d. ingress and egress over the Easement Property as reasonably necessary to exercise the rights granted herein;

e. select and utilize any contractors, subcontractors, and consultants when and as desired by Grantee to provide services for Grantee in order to perform the obligations of Grantee or to exercise and enjoy the rights granted to Grantee under this Agreement; and

f. commercially reasonable ingress and egress, incidental to the Easement, over those portions of the Grantor Property outside the Easement Property as are reasonably necessary for Grantee and its officers, employees, agents, representatives, consultants, contractors, and subcontractors to access the Easement Property in order to perform the obligations of Grantee or to exercise and enjoy the rights granted to Grantee under this Agreement; and

g. all other rights and privileges reasonably necessary or convenient for Grantee's enjoyment and use of the foregoing Easement for the purposes described above and in furtherance of the provisions set forth in this Agreement.

3. **Grantor's Reserved Rights.** Grantor reserves the non-exclusive right to maintain and operate the Stormwater Ponds and the Easement Property. Grantee acknowledges that Grantor may convey some or all of the Easement Property to a third party and that any and all such conveyances or other transfers shall be subject and subordinate to this Drainage Easement and the rights of Grantee hereunder. All Grantor's rights under this Agreement, including but not limited to this **Section 3**, shall be exercised in a manner that is not inconsistent with the rights of Grantee created herein; does not materially or adversely restrict, hinder, interfere with, impair, or delay, the rights of Grantee created herein or Grantee's operation, maintenance, repair, replacement, or use of the Grantee Property; or materially reduce the Stormwater Ponds' ability to treat and attenuate stormwater as defined by the applicable water management district rules.

4. **Permitted Volumes.** The volume, rate, and discharge characteristics of stormwater that Grantee is authorized to direct into the Stormwater Ponds (the "**Permitted Volumes**") shall be [] (the amounts as set forth in the mutually approved *Realignment Plans between Grantor and Grantee under the Development and Construction Agreement*). Under no circumstances will the Permitted Volumes at any time be less than the amount of runoff Grantor represented for the Easement Property to various permitting authorities in constructing anticipated improvements to the Grantor Property.

5. **Compliance.** Any and all stormwater improvements and Drainage Improvements constructed, maintained, repaired, or replaced within the Easement Property shall comply with all permits, rules, and regulations as established by applicable governmental authorities, and except as expressly set forth herein to the contrary, shall be at the sole cost and responsibility of the Grantor. No modification or alteration shall be made to the Easement Property or any of the stormwater improvements or Drainage Improvements constructed therein without the prior approval of all applicable governing authorities.

6. **Repair and Maintenance Obligations.**

a. **Grantor's Repairs and Maintenance.** Grantor shall, at its sole cost and expense, be responsible for the operation, repair, replacement, and maintenance of the Easement Property and the Drainage Improvements and keep the same in good order, condition, and repair and in compliance with all applicable permits and other governmental requirements, including, without limitation, permits issued by the South Florida Water Management District. Grantor shall take any and all actions reasonably necessary to ensure the Drainage Improvements are free from obstructions and blockages.

b. **Grantee's Repairs and Maintenance.** Grantee shall have the right, but not the obligation, upon reasonable notice to Grantor (including notice after the fact in the event of a life-safety issue or other emergency), to repair and maintain the Easement Property and Drainage Improvements in good order, condition, and repair, and to cure any obstructions or blockages or material impairment of the Grantee's Easement rights.

c. **Notice and Cure.** In the event any required repair and/or maintenance hereunder is not performed by Grantor as provided in this Agreement, Grantee may deliver a notice to Grantor setting forth the maintenance or repair deficiencies, whereupon Grantor shall have fifteen (15) days to remedy the deficiencies, or forty-eight (48) hours in the event of an emergency other than a life-safety issue. If the deficiencies are not remedied in a commercially reasonable manner within such applicable aforementioned time period, or in the event of a life-safety issue, Grantee shall have the right to undertake all reasonably necessary maintenance and repairs itself and recover from Grantor within thirty (30) days after written demand by Grantee the reasonable and actual out-of-pocket fees, costs, and expenses incurred in connection therewith, together with interest at the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law.

7. **Indemnification.** To the extent applicable and permitted by law and without waiving any of the protections afforded by §768.28, Florida Statutes, each Party hereby agrees to defend, indemnify and hold harmless the other Party from and against any and all actions, causes of action, claims, demands, liabilities, loss, injury, damage, suits, judgments, costs, expenses whatsoever (including, without limitation reasonable attorneys' fees at trial and appellate levels) to the extent arising out of the acts or omissions of such Party's officers, staff, or employees of the rights and obligations set forth herein, except to the extent that such damage or loss results from the negligence or willful misconduct of the other Party, or its agents or employees. Nothing contained herein shall be construed as a waiver of Grantee's sovereign immunity beyond the limits described in Section 768.28, Florida Statutes, as same made by amended from time to time. The provisions of this paragraph shall survive termination of the Agreement.

8. **Hazardous Materials.** The Parties covenant and agree that neither Party shall discharge into or within the Easement Property or Drainage Improvements any hazardous or toxic materials or substances prohibited or regulated under any federal, state, or local law, ordinance, rule, regulations, or permit, except in accordance with such laws, ordinances, rules, regulations, and permits.

a. Grantor shall indemnify and hold Grantee harmless from and against any claims, liabilities, damages, losses, costs, fees, penalties, expenses, and the like, including, but not limited to, removal, remediation, recovery, and cleanup costs, fines, and attorneys' fees and court costs, incurred by Grantee to the extent resulting from the presence of such hazardous or toxic materials or substances released, discharged, or brought to the Easement Property or Drainage Improvements by Grantor or its agents, contractors, subcontractors, or suppliers or due to Grantor's breach of the provisions of this Section 7.

b. To the extent applicable and permitted by law and without waiving any of the protections afforded by Section 768.28, Florida Statutes, Grantee shall indemnify and hold Grantor harmless from and against any claims, liabilities, damages, losses, costs, fees, penalties, expenses, and the like, including, but not limited to, removal, remediation, recovery, and cleanup costs, fines, and attorneys' fees and court costs, incurred by the Grantor to the extent resulting from the presence of such hazardous or toxic materials or substances released, discharged, or brought to the Easement Property or Drainage Improvements by Grantee or its agents, contractors, subcontractors, or suppliers or due to Grantee's breach of the provisions of this Section 7.

9. **Term**. Unless expressly provided otherwise, the covenants, conditions, and restrictions contained in this Agreement shall be effective as of the Effective Date and shall remain in full force and effect thereafter in perpetuity ("**Term**"), unless and until this Agreement is terminated by a writing executed by the authorized representatives of each of Grantor and Grantee. The Parties agree that this Agreement and the Easement may not be terminated or deemed terminated by abandonment, merger, or unity of title or possession, operation of law, or otherwise, except by written consent of both Parties as expressly set forth in this Agreement.

10. **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 (1) 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 p.m., local Orlando, Florida time), or (iii) via email when transmitted provided that such email is transmitted prior to 5:00 p.m., 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:

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

Copies to: Central Florida Expressway Authority
Attn: General Counsel's Office
4974 ORL Tower Road
Orlando, Florida 32807
Email: general.counsel@cfxway.com

and

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

Grantor: Diocese of Orlando
Attn: Bishop of the Diocese of Orlando
50 East Robinson Street
Orlando, FL 32801
Email: jeff@amickinc.com

Copy to: Baker & Hostetler LLP
Attn: Alberto S. Bustamante III
200 S Orange Avenue, Suite 2300
Orlando, FL 32801
Email: abustamante@bakerlaw.com

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

11. **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations granted in this Agreement are appurtenant and shall run with the land and shall be a burden on the Easement Property and the Grantor Property and create equitable servitudes in favor of the Grantee Property, and are for the use and benefit of the Grantee and all future owners of the Grantee Property, all of their respective heirs, devisees, personal representatives, successors, and assigns, and all of their respective lessees. Upon any sale or transfer of fee title to the Grantor Property or Grantee Property (or any respective part thereof), the grantor shall be relieved from any obligation or liability hereunder relating only to the extent of such transferred real property arising on or after the date of such transfer, and such obligations or liability shall be deemed assumed by its successor in title.

12. **Transferee Acceptance.** The grantee or transferee of the Grantor Property or Grantee Property or any portion thereof, by acceptance of a deed or other instrument conveying title thereto, whether from an original party or from a subsequent owner of such real property, shall accept such deed or instrument upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained in this Agreement. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other Party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee. The easements, covenants, conditions and restrictions in this Agreement shall be binding upon and effective against any owner of the Grantor Property or Grantee Property or part thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

13. **Remedies.** In the event of a breach by any Party of any of the terms, covenants, restrictions or conditions of this Agreement, the other Party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement or any or all of the Easement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

14. **Miscellaneous.**

a. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

b. **Limitation on Use.** Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights other than those expressly provided for herein. The Easement shall not, in any manner, be construed as dedicating any portion of the Easement Property to public use or for public purposes, nor is it intended by Grantor to create any rights for the benefit of the general public.

c. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein.

d. **No Waiver.** No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

e. **Time of Essence.** Time is of the essence of this Agreement.

f. **Amendments.** This Agreement and the Easement may not be terminated, amended, modified, altered, or changed in any respect whatsoever, except by the written consent of all then record owners of the Grantor Property and Grantee Property, evidenced by a document that has been fully executed and acknowledged by all such then record owners of the Grantor Property and Grantee Property and recorded in the Public Records of Orange County, Florida.

g. **No Third-Party Beneficiaries.** This Agreement, and all rights, remedies, and benefits created hereby, are solely and exclusively for the benefit of the Parties expressly identified in and that have executed this Agreement (including their assignees and successors in interest). Nothing in this Agreement, express or implied, is intended to or shall be construed to

confer upon any other person or entity any legal or equitable right, benefit, remedy, or claim. No person or entity other than such Parties has any right to enforce any term of this Agreement.

h. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is, in whole or in part, held invalid or unenforceable or not to run with the land by a court of competent jurisdiction, such provision (or the invalid or unenforceable portion thereof) shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect to the maximum extent permitted by law. If such severance materially alters the benefits, burdens, or risk allocation contemplated by this Agreement, either Party may demand that the Parties promptly confer and negotiate a reasonable substitute provision that, to the extent permitted by law and reasonably practicable, most closely reflects the purpose and effect of the severed provision (or portion thereof) and substantially preserves the benefits, burdens, and risk allocation affected by such severance; provided, however, that nothing herein authorizes or requires renegotiation of any other provision of this Agreement.

i. **Governing Law; Venue.** This Agreement shall be construed in accordance with the laws of the United States of America and the State of Florida. Venue for any proceeding brought hereunder shall be Orange County, Florida.

j. **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, this "Attorneys' Fees" provision shall not be construed to limit or preclude the recovery of attorneys' fees, costs, or expenses by a Party if and only to the extent such amounts are expressly included as recoverable components of an indemnification or defense obligation specifically provided elsewhere in this Agreement, including reasonable attorneys' fees incurred in connection with the defense of an indemnified claim. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted (a) to alter, amend or waive the Grantee'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 Grantee to be sued.

k. **JURY TRIAL WAIVER.** TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTOR AND GRANTEE KNOWINGLY, VOLUNTARILY, AND INTELLIGENTLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CLAIM, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS PERFORMANCE, WHETHER BASED ON CONTRACT, TORT, STATUTE, OR ANY OTHER THEORY. GRANTOR AND GRANTEE EACH ACKNOWLEDGE THAT IT IS ENTERING INTO THIS AGREEMENT IN PART IN RELIANCE ON THIS WAIVER.

l. **Sovereign Immunity.** Grantee is an agency or political subdivision of the State of Florida and hereby expressly retains sovereign immunity as provided in Section 768.28, Florida Statutes. Nothing in this Agreement shall be construed as a waiver of sovereign immunity,

a consent to suit by Grantee, or an expansion of any applicable statutory waiver of immunity. No term of this Agreement shall create any third-party beneficiary rights that would permit claims otherwise barred by sovereign immunity, this Agreement, or law.

m. **Construction of Agreement.** The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term.

n. **Relationship of the Parties.** Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said Parties liable for the debts or obligations of the other.

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

p. **Recordation of Agreement.** This Agreement shall be recorded by the Grantor in the Public Records of Orange County, Florida.

[Intentionally left blank; signatures are on the following pages.]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Drainage Easement to be executed as of the dates set forth below.

WITNESSES:

“GRANTOR”

Print Name: _____

Address: _____

[FORM OF AGREEMENT – DO NOT SIGN]

John G. Noonan, as Bishop of the Diocese of Orlando, a Corporation Sole

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 _____, 2026, by John G. Noonan as Bishop of the Diocese of Orlando, a Corporation Sole. He is ☐ personally known to me OR ☐ produced _____ as identification.

Notary Public

Printed Name: _____

Commission No.: _____

My Commission Expires: _____

[Diocese Signature Page to Drainage Easement]

WITNESSES:

Print Name: _____
Address: _____

Print Name: _____
Address: _____

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

"CFX"

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: [FORM OF AGREEMENT – DO NOT
SIGN]

Buddy Dyer, Chairman

Date: _____

Approved as to form and legality for the
exclusive reliance of the Central Florida
Expressway Authority.

DINSMORE & SHOHL, LLP

By: _____
Leslie A. Evans
Right of Way Counsel

Date: _____

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 _____, 2026, by Buddy Dyer, 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: _____

[CFX Signature Page to Drainage Easement]

Exhibit "A"

Grantor Property

A portion of the Southeast $\frac{1}{4}$ of Section 32 and a portion of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33, Township 24 South, Range 31 East, Orange County, Florida, being described as follows:

BEGIN at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence run thence run N89°50'58"W, along the South line of the Southeast $\frac{1}{4}$ of said Section 32, a distance of 1,329.41 feet to a point on the East Right of Way of Narcoossee Road as described in Official Records Book 8031, Page 34 of the Public Records of Orange County, Florida; thence run N41°50'57"W, along said East Right of Way, a distance of 578.61 feet to a point on the North line of the South 430 feet of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 32; thence run S89°50'58"E, along said North line, a distance of 387.38 feet to a point on the West line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 32; thence run N01°03'23"W, along said West line, a distance of 899.63 feet to a point on the South Right of Way line of Clapp Sims Duda Road as described in Deed Book 558, Page 541 of the Public Records of Orange County, Florida; thence run S89°51'41"E, along said South Right of Way line, a distance of 1,321.83 feet; thence run S89°52'07"E, along said South Right of Way line, a distance of 660.43 feet to a point on the East line of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33, Township 24 South, Range 31 East; thence run S00°59'03"E, along said East line, a distance of 1,327.22 feet to a point on the South line of said Section 33; thence run S89°53'35"W, along said South line, a distance of 660.39 feet to the POINT OF BEGINNING.

Containing 62.42 acres, more or less.

Exhibit "B"

Grantee Property

[See attached]

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A portion of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida being described as follows:

Commence at the Southeast corner of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East; thence run N89°50'58"W along the South line of said Southeast 1/4, a distance of 262.51 feet to the POINT OF BEGINNING; thence continue N89°50'58"W, a distance of 1,090.51 feet to a point on the East Right of Way line of Narcoossee Road, a variable width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey Project number 534-243 dated October 17, 2024; thence along said East Right of Way the following two (2) courses: run N41°01'43"W, a distance of 59.34 feet; thence run N42°09'30"W, a distance of 117.67 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 737.51 feet and a Central Angle of 07°58'45"; thence run Northeasterly along the arc of said curve, a distance of 102.71 feet (Chord Bearing = N65°10'33"E, Chord = 102.62 feet) to a point on a Non-Tangent curve, concave to the South, having a Radius of 499.29 feet and a Central Angle of 60°18'30"; thence run Easterly along the arc of said curve, a distance of 525.54 feet (Chord Bearing = N89°26'11"E, Chord = 501.62 feet) to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,172.05 feet and a Central Angle of 22°36'12"; thence run Easterly along the arc of said curve, a distance of 462.38 feet (Chord Bearing = S78°32'53"E, Chord = 459.39 feet) to a point on a Non-Tangent line; thence run S89°50'58"E, a distance of 92.80 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 5.00 feet and a Central Angle of 91°07'22"; thence run Northeasterly along the arc of said curve, a distance of 7.95 feet (Chord Bearing = N44°35'21"E, Chord = 7.14 feet) to the Point of Tangency; thence run N00°58'20"W, a distance of 1,183.54 feet; thence run N45°25'01"W, a distance of 67.71 feet to a point on the South Right of Way line of Clapp Sims Duda Road, a variable width Right of Way as described in Document number 20240210459 of the Public Records of Orange County, Florida; thence along said South Right of Way line the following three (3) courses: run S89°38'59"E, a distance of 51.87 feet; thence run S89°42'53"E, a distance of 100.03 feet; thence run S89°45'53"E, a distance of 6.51 feet; thence run S44°34'59"W, a distance of 65.77 feet; thence run S00°58'20"E, a distance of 1,279.91 feet to the POINT OF BEGINNING.

Containing 269,143 square feet or 6.18 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON-TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	PCC	POINT OF COMPOUND CURVE
CHD.	CHORD	RPB	ROAD PLAT BOOK
ESMT	EASEMENT	P.B.	PLAT BOOK
FJ	FINAL JUDGEMENT	CFX	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DOC	DOCUMENT	R/W	RIGHT OF WAY
		D.B.	DEED BOOK

NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 31 EAST AS N89°50'58"W.

THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.

NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY:
DIOCESE OF ORLANDO



RICHARD D. BROWN, P.S.M. #5700
(NOT VALID WITHOUT SIGNATURE AND SEAL)

07/28/2026

(DATE)

DATE OF SKETCH: 5/26/25	REVISIONS:
SCALE: 1" = 200'	REV. LABELS 7/28/2026
SECTION 32, TOWNSHIP 24 S, RANGE 31 E	
CAD FILE: S-L ROADWAY PARCEL	
JOB NUMBER: 24-678	DRAWN BY: BHJ
SEE SHEET 2 OF 3 FOR SKETCH SEE SHEET 3 OF 3 FOR LINE & CURVE TABLE	

**JOHNSTON'S
SURVEYING, LLC**

900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 1 OF 3

SKETCH OF DESCRIPTION

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	737.51'	7°58'45"	102.71'	N65°10'33"E	102.62'
C2	499.29'	60°18'30"	525.54'	N89°26'11"E	501.62'
C3	1172.05'	22°36'12"	462.38'	S78°32'53"E	459.39'
C4	5.00'	91°07'22"	7.95'	N44°35'21"E	7.14'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N41°01'43"W	59.34'
L2	N42°09'30"W	117.67'
L3	N45°25'01"W	67.71'
L4	S89°38'59"E	51.87'

LINE TABLE

LINE #	DIRECTION	LENGTH
L5	S89°42'53"E	100.03'
L6	S89°45'53"E	6.51'
L7	S44°34'59"W	65.77'



900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

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

Exhibit "C"

Easement Property

[See attached three (3) parcels]

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Sections 32 and 33, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N00°59'03"W, along the East line of said Section 32, a distance of 505.63 feet to the Point of Beginning; thence departing said East line, run N89°50'31"W, a distance of 262.41 feet; thence N00°58'20"W, a distance of 324.70 feet; thence S89°50'31"E, a distance of 135.89 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 109.98 feet and a Central Angle of 76°21'10"; thence run Northeasterly along the arc of said curve, a distance of 146.55 feet (Chord Bearing = N52°04'58"E, Chord = 135.95 feet) to a Point of Reverse Curve, concave to the Southeast, having a Radius of 10.00 feet and a Central Angle of 76°15'06"; thence run Northeasterly along the arc of said curve, a distance of 13.31 feet (Chord Bearing = N52°01'56"E, Chord = 12.35 feet) to the Point of Tangency; thence run S89°50'31"E, a distance of 62.67 feet; thence run S00°09'29"W, a distance of 416.10 feet; thence run N89°50'31"W, a distance of 46.48 feet to the POINT OF BEGINNING.

Containing 2.53 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR	RPB	ROAD PLAT BOOK
↙	& MAPPER	P.B.	PLAT BOOK
	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE EAST LINE OF THE SE 1/4 OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N00°59'03"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

SHEET 1 OF 2

REQUESTED BY: DIOCESE OF ORLANDO

DATE OF SKETCH: 3/13/2025

REVISIONS:

SCALE: 1" = 100'

REV. LEGAL 3/27/2025

SEC. 32 & 33, TWP. 24 S, RNG. 31 E

ADD EASEMENTS 4/28/2025

CAD FILE: S-L POND 3

REM. EASEMENTS 4/28/2025

JOB NUMBER: 24-678

REV. LEGAL 7/28/2026

**JOHNSTON'S
SURVEYING, LLC**

900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966



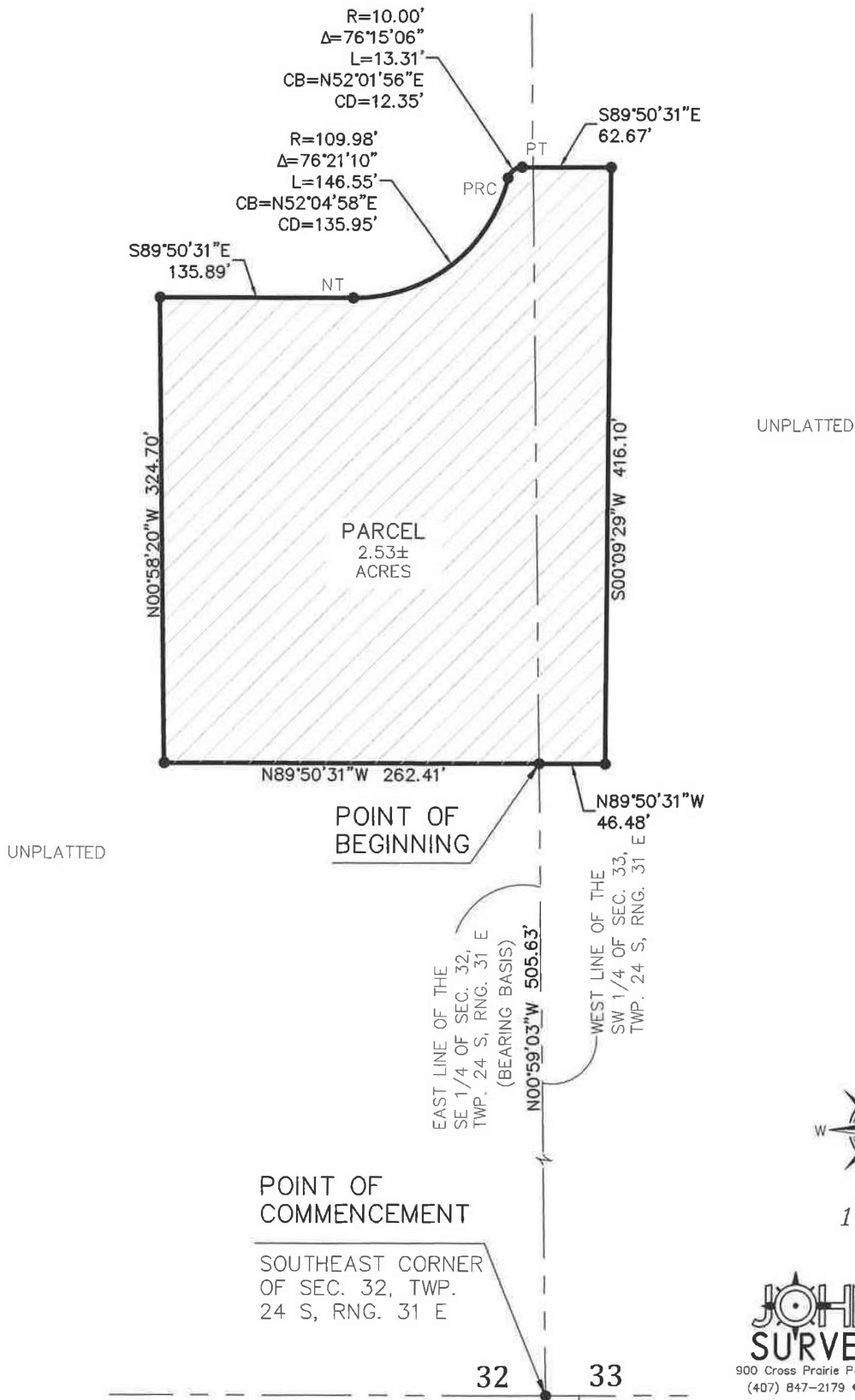
Richard D. Brown

07/28/2026

RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION



SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Section 32, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N89°50'58"W, along the South line of said Section 32, a distance of 344.32 feet; thence departing said South line, run N00°09'02"E, a distance of 91.24 feet to the Point of Beginning; thence run N89°50'58"W, a distance of 81.90 feet to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,172.05 feet and a Central Angle of 12°03'01"; thence run Westerly along the arc of said curve, a distance of 246.50 feet (Chord Bearing = N83°49'28"W, Chord = 246.05 feet) to a point on a Non-Tangent line; thence run N08°51'12"E, along said line, a distance of 94.62 feet to the Point of Curvature of a curve concave to the West, having a Radius of 380.97 feet and a Central Angle of 08°39'07"; thence run Northerly along the arc of said curve, a distance of 57.53 feet (Chord Bearing = N04°31'39"E, Chord = 57.47 feet) to a point on a Non-Tangent line; thence run N00°09'02"E, along said line, a distance of 232.08 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 15.00 feet and a Central Angle of 89°50'58"; thence run Northeasterly along the arc of said curve, a distance of 23.52 feet (Chord Bearing = N45°04'31"E, Chord = 21.19 feet) to the Point of Tangency; thence run N90°00'00"E, a distance of 57.19 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 15.00 feet and a Central Angle of 90°00'00"; thence run Southeasterly along the arc of said curve, a distance of 23.56 feet (Chord Bearing = S45°00'00"E, Chord = 21.21 feet) to the Point of Tangency; thence run S00°00'00"E, a distance of 92.69 feet to the Point of Curvature of a curve concave to the Northeast, having a Radius of 85.02 feet and a Central Angle of 88°51'48"; thence run Southeasterly along the arc of said curve, a distance of 131.86 feet (Chord Bearing = S44°25'54"E, Chord = 119.03 feet) to a point on a Non-Tangent line; thence run N90°00'00"E, along said line, a distance of 112.69 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 20.00 feet and a Central Angle of 89°01'40"; thence run Southeasterly along the arc of said curve, a distance of 31.08 feet (Chord Bearing = S45°29'10"E, Chord = 28.04 feet) to the Point of Tangency; thence run S00°58'20"E, a distance of 212.19 feet to the POINT OF BEGINNING.

Containing 2.03 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR	RPB	ROAD PLAT BOOK
↙	& MAPPER	P.B.	PLAT BOOK
↖	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT), REFERENCE BEARING BEING THE SOUTH LINE OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N89°50'58"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

SHEET 1 OF 2

REQUESTED BY: DIOCESE OF ORLANDO

DATE OF SKETCH: 3/13/2025

REVISIONS:

SCALE: 1" = 100'

REV. LEGAL 3/27/2025

SEC. 32, TWP. 24 S, RNG. 31 E

ADD EASEMENTS 4/28/2025

CAD FILE: S-L POND 2

REM. EASEMENTS 5/2/2025

JOB NUMBER: 24-678

**JOHNSTON'S
SURVEYING, LLC**

900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

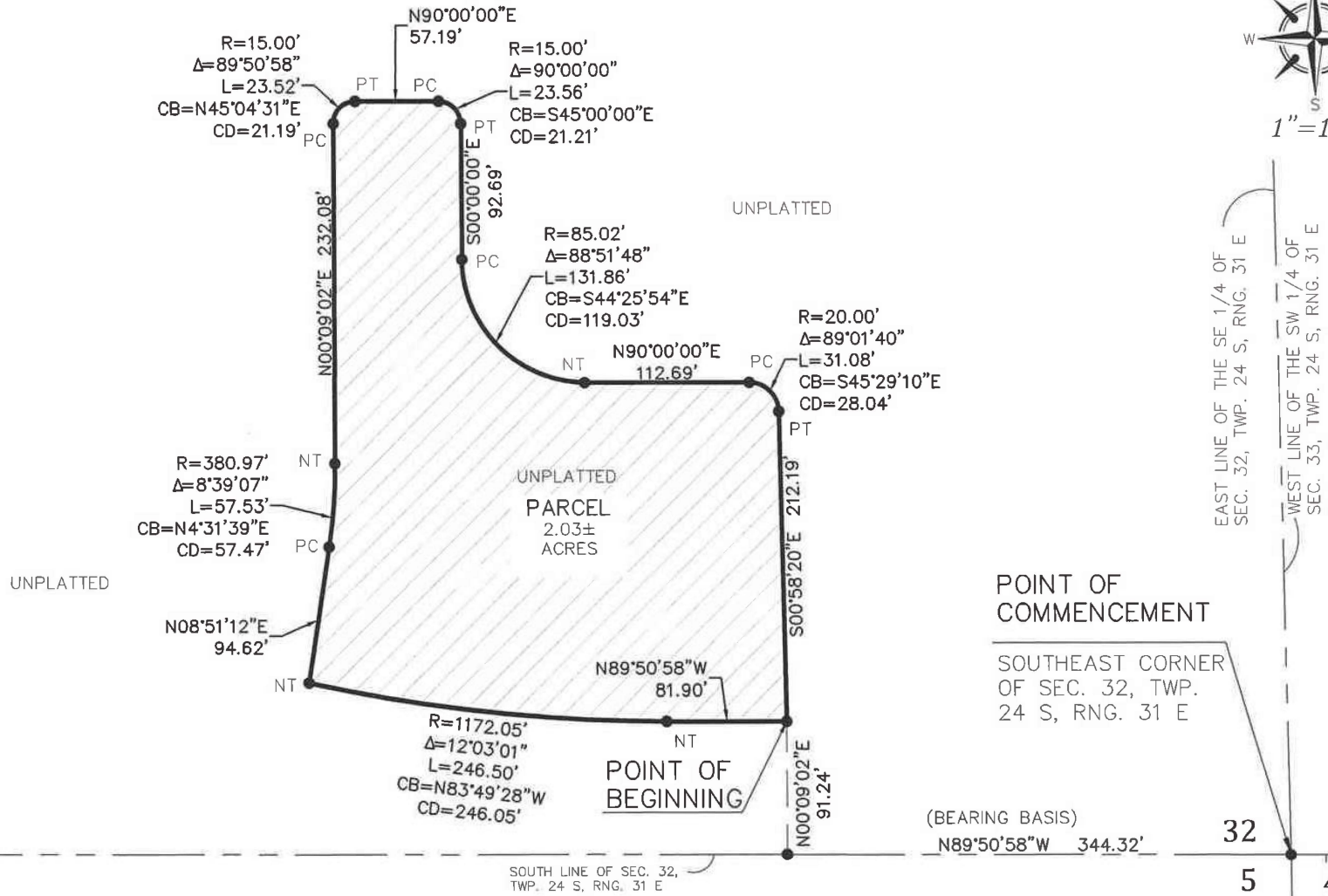


05/02/2025

RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION



TRACT C
LAKE AJAY VILLAGE
A REPLAT OF TRACT C,
LOTS 75, 76, 77 & 78
P.B. 6, PG. 85
(OSCEOLA COUNTY)

TRACT L TRACT K

**JOHNSTON'S
SURVEYING, LLC**
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966
SHEET 2 OF 2

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Section 32, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N89°50'58"W, along the South line of said Section 32, a distance of 1353.02 feet to a point on the East Right of Way line of Narcoossee Road (Orange County Road 15), a variable width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey Project number 534-243 dated October 17, 2024 ; thence along said East Right of Way the following two courses: run N41°01'43"W, a distance of 59.34 feet; thence run N42°09'30"W, a distance of 117.67 feet to the POINT OF BEGINNING; thence continue along said East Right of Way the following two courses: run N42°09'30"W, a distance of 96.40 feet; thence run N41°42'12"W, a distance of 181.69 feet; thence leaving said East Right of Way, run N48°17'48"E, a distance of 63.69 feet; thence run S89°50'35"E, a distance of 256.62 feet; thence run N87°00'44"E, a distance of 26.69 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 47.76 feet and a Central Angle of 43°17'25"; thence run Northeasterly along the arc of said curve, a distance of 36.09 feet (Chord Bearing = N65°22'02"E, Chord = 35.24 feet) to a point on a Non-Tangent line; thence run N45°26'20"E, along said line, a distance of 12.31 feet to the Point of Curvature of a curve concave to the South, having a Radius of 20.00 feet and a Central Angle of 88°41'31"; thence run Easterly along the arc of said curve, a distance of 30.96 feet (Chord Bearing = N89°47'06"E, Chord = 27.96 feet) to the Point of Tangency; thence run S45°52'09"E, a distance of 127.75 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 30.92 feet and a Central Angle of 42°52'39"; thence run Southeasterly along the arc of said curve, a distance of 23.14 feet (Chord Bearing = S24°25'49"E, Chord = 22.60 feet) to a point on a Non-Tangent line; thence run S03°26'44"E, along said line, a distance of 51.93 feet to a point on a Non-Tangent curve, concave to the South, having a Radius of 499.29 feet and a Central Angle of 27°16'21"; thence run Westerly along the arc of said curve, a distance of 237.66 feet (Chord Bearing = S72°55'06"W, Chord = 235.42 feet) to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 737.51 feet and a Central Angle of 07°58'45"; thence run Southwesterly along the arc of said curve, a distance of 102.71 feet (Chord Bearing = S65°10'33"W, Chord = 102.62 feet) to the POINT OF BEGINNING.

Containing 1.88 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR	RPB	ROAD PLAT BOOK
	& MAPPER	P.B.	PLAT BOOK
↙	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE SOUTH LINE OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N89°50'58"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

SHEET 1 OF 2

REQUESTED BY: DIOCESE OF ORLANDO

DATE OF SKETCH: 3/12/2025

REVISIONS:

SCALE: 1" = 100'

REV. LEGAL 3/27/2025

SEC. 32, TWP. 24 S, RNG. 31 E

ADD EASEMENTS 4/28/2025

CAD FILE: S-L POND 1

REV. LABEL 5/19/2025

JOB NUMBER: 24-678

**JOHNSTON'S
SURVEYING, LLC**

900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966



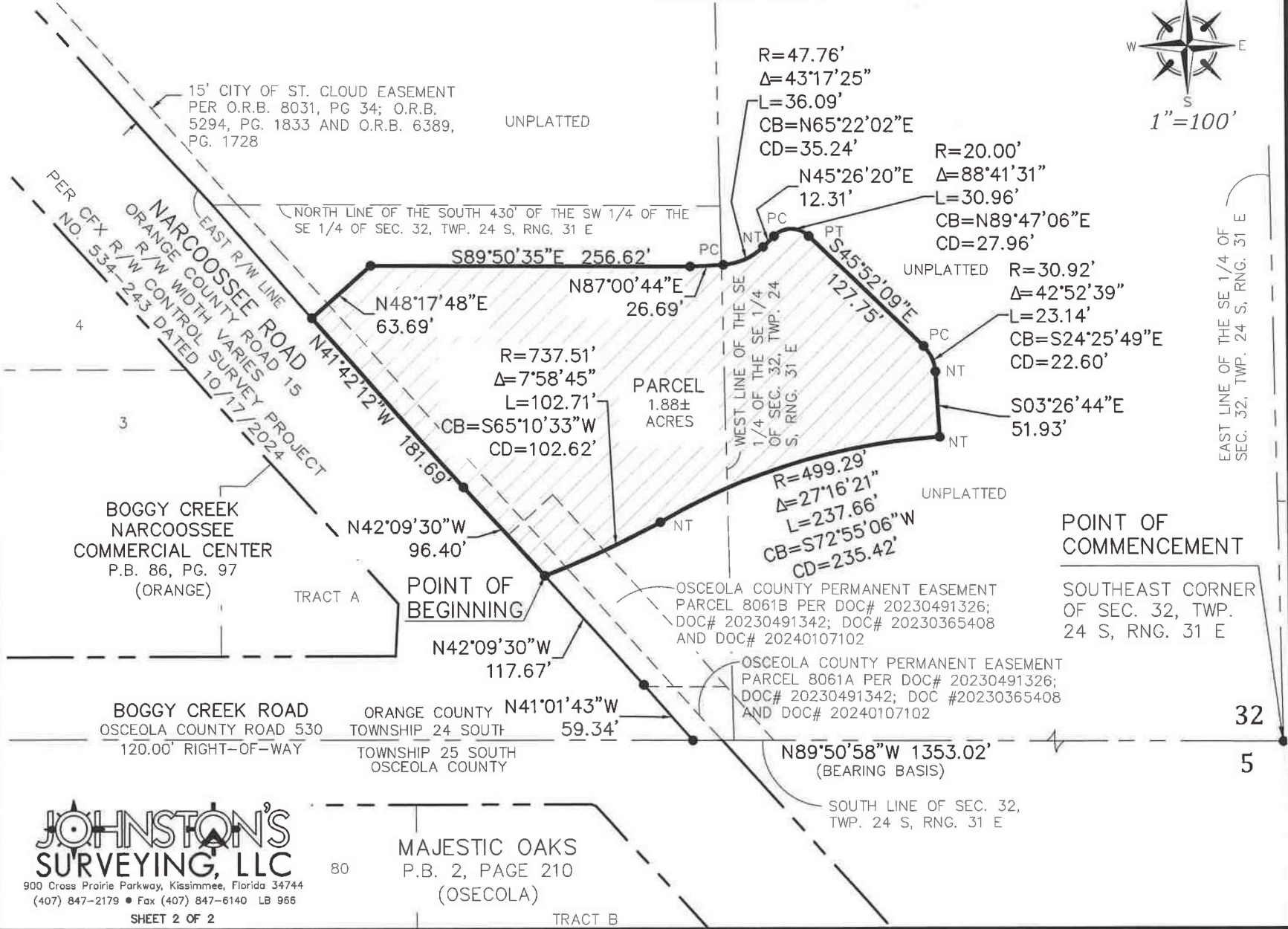
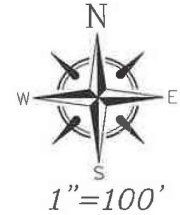
[Signature]

05/20/2025

RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION



**JOHNSTON'S
SURVEYING, LLC**

900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 2 OF 2

EXHIBIT "E"

TITLE COMMITMENT

[See attached]



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

Issuing Agent: **BAKER & HOSTETLER, LLP**
Issuing Office: **200 S. ORANGE AVENUE
SUITE 2300 ORLANDO, FL 32801**
Loan ID Number:
Commitment Number: **26081859 WP Examiner - William Phelps - wphelps@OldRepublicTitle.com**
Your File No.: **058801.000886**
Property Address: **FL**

**Old Republic National Title Insurance Company
151 Southhall Lane Suite #250
Maitland, Florida 32751**

**SCHEDULE A
COMMITMENT**

1. Commitment Effective Date: July 13, 2026 at 8:00am
2. Policy to be issued:
 - (a) 2021 ALTA OWNER'S POLICY (with Florida Modifications)
Proposed Insured:
Central Florida Expressway Authority
Proposed Policy Amount: \$8,002,549.00
 - (b) 2021 ALTA LOAN POLICY (with Florida Modifications)
Proposed Insured:
N/A
Proposed Policy Amount: N/A
3. The estate or interest in the Land described at the Commitment Date is Fee Simple and Easement.
4. The Title is, at the Commitment Date, vested in: **John G. Noonan, as Bishop of the Diocese of Orlando**

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

FILE NO.: 26081859

5. The Land is described as follows:

See Attached Legal Description

Issued through the Office of:
BAKER & HOSTETLER, LLP
200 S. ORANGE AVENUE
SUITE 2300
ORLANDO, FL 32801
Phone: 407-649-4000

Authorized Signature

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FILE NO.: 26081859

**SCHEDULE B - I
COMMITMENT**

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.
5. Warranty Deed from John G. Noonan, as Bishop of the Diocese of Orlando, to the proposed insured.
6. Verify with the current owner that there are no open mortgages that would affect the subject property as a search of the Public Records does not reveal one.
7. Evidence satisfactory to the Company must be furnished and recorded in the Public Records showing:
 - a. Verified copy of bylaws must be checked for any provisions as to the powers of the church officers/bishops and any procedure relating to the mortgage or conveyance of property, including a review of and compliance with the By-Laws of Diocese of Orlando as to the procedures necessary to convey the title.
 - b. Obtain and record appropriate Resolutions of the church consistent with the By-Laws authorizing the conveyance and specifying the duties of the Bishop who is to execute the deed, and to be attached to the deed.
 - c. Satisfactory evidence must be furnished establishing that the subject property does not constitute all or substantially all of the assets of the Diocese of Orlando, a sole corporation. If the land constitutes all or substantially all of the assets of Diocese of Orlando, compliance with Chapter 617 is required.
8. Submit proof that all municipal charges and assessments and all municipal service charges for water, sewer and waste collection, if any, are paid.
9. Determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F.S., or county ordinance.

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10. Provide a satisfactory Owner's Affidavit of Possession and No Liens. Said affidavit, when properly executed at closing by the seller(s) if any and mortgagor's herein will serve to delete the standard lien and possession exceptions for the policy(ies) to be issued.
11. Obtain written authorization from the company to issue the commitment if the amount of the policy or policies to be issued exceeds your agency limits.

Note: Taxes for the year 2026 became a lien on the land January 1st although not due or payable until November 1st of said year.

Taxes for the year 2025 in the amount of \$4,462.94 are Paid. Tax ID Number #32-24-31-0000-00010

Taxes for the year 2025 in the amount of \$2,118.06 are Paid. Tax ID Number #33-24-31-0000-00004

Note: The following is for informational purposes only and will not appear in the policy to be issued: The following deed(s) affecting the land described in Schedule A hereof cover a minimum twenty-four month period prior to the effective date of this commitment:

O.R. Book 6022, Page 235, and O.R. Book 3989, Page 4183, of the Public Records of Orange County, Florida

NOTE: All recording references in this commitment/policy shall refer to the Public Records of Orange County, unless otherwise noted.

SCHEDULE B SECTION II IS CONTINUED ON AN ADDED PAGE

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FILE NO.: 26081859

**SCHEDULE B - II
COMMITMENT****Exceptions From Coverage**

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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2026 and subsequent years.
7. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
8. Easement contained in instrument recorded at Instrument Number [20230365408](#) of the Public Records of Orange County, Florida
9. Easement contained in instrument recorded at Instrument Number [20230491326](#) of the Public Records of Orange County, Florida
10. Easement contained in instrument recorded at Instrument Number [20230491342](#) of the Public Records of Orange County, Florida
11. Easement contained in instrument recorded at Instrument Number [20230654093](#) of the Public Records of Orange County, Florida
12. Easement contained in instrument recorded at Instrument Number [20240107102](#) of the Public Records of Orange County, Florida
13. Easement contained in instrument recorded at Instrument Number [20240210459](#) of the Public Records of Orange County, Florida

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14. Easement contained in instrument recorded at Official Records Book 5294, Page 1833, of the Public Records of Orange County, Florida
15. Easement contained in instrument recorded at Official Records Book 6389, Page 1728, of the Public Records of Orange County, Florida
16. Easement contained in instrument recorded at Official Records Book 8031, Page 34, of the Public Records of Orange County, Florida
17. Easement contained in instrument recorded at Deed Book 558, Page 541, of the Public Records of Orange County, Florida

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FILE NO.: 26081859

EXHIBIT A**Fee Simple (Roadway Parcel):**

A portion of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida being described as follows:

Commence at the Southeast corner of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East; thence run N89°50'58"W along the South line of said Southeast 1/4, a distance of 262.51 feet to the POINT OF BEGINNING; thence continue N89°50'58"W, a distance of 1,090.51 feet to a point on the East Right of Way line of Narcoossee Road, a variable width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey Project number 534-243 dated October 17, 2024; thence along said East Right of Way the following two (2) courses: run N41°01'43"W, a distance of 59.34 feet; thence run N42°09'30"W, a distance of 117.67 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 737.51 feet and a Central Angle of 07°58'45"; thence run Northeasterly along the arc of said curve, a distance of 102.71 feet (Chord Bearing = N65°10'33"E, Chord = 102.62 feet) to a point on a Non-Tangent curve, concave to the South, having a Radius of 499.29 feet and a Central Angle of 60°18'30"; thence run Easterly along the arc of said curve, a distance of 525.54 feet (Chord Bearing = N89°26'11"E, Chord = 501.62 feet) to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,172.05 feet and a Central Angle of 22°36'12"; thence run Easterly along the arc of said curve, a distance of 462.38 feet (Chord Bearing = S78°32'53"E, Chord = 459.39 feet) to a point on a Non-Tangent line; thence run S89°50'58"E, a distance of 92.80 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 5.00 feet and a Central Angle of 91°07'22"; thence run Northeasterly along the arc of said curve, a distance of 7.95 feet (Chord Bearing = N44°35'21"E, Chord = 7.14 feet) to the Point of Tangency; thence run N00°58'20"W, a distance of 1,183.54 feet; thence run N45°25'01"W, a distance of 67.71 feet to a point on the South Right of Way line of Clapp Sims Duda Road, a variable width Right of Way as described in Document number 20240210459 of the Public Records of Orange County, Florida; thence along said South Right of Way line the following three (3) courses: run S89°38'59"E, a distance of 51.87 feet; thence run S89°42'53"E, a distance of 100.03 feet; thence run S89°45'53"E, a distance of 6.51 feet; thence run S44°34'59"W, a distance of 65.77 feet; thence run S00°58'20"E, a distance of 1,279.91 feet to the POINT OF BEGINNING.

Easement (Pond 1):

A parcel of land being a portion of Section 32, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N89°50'58"W, along the South line of said Section 32, a distance of 1353.02 feet to a point on the East Right of Way line of Narcoossee Road (Orange County Road 15), a variable width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey Project number 534-243 dated October 17, 2024; thence along said East Right of Way the following two courses: run N41°01'43"W, a distance of 59.34 feet; thence run N42°09'30"W, a distance of 117.67 feet to the POINT OF BEGINNING; thence continue along said East Right of Way the following two courses: run N42°09'30"W, a distance of 96.40 feet; thence run N41°42'12"W, a distance of 181.69 feet; thence leaving said East Right of Way, run N48°17'48"E, a distance of 63.69 feet; thence run S89°50'35"E, a distance of 256.62 feet; thence run N87°00'44"E, a distance of 26.69 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 47.76 feet and a Central Angle of 43°17'25"; thence run Northeasterly along the arc of said curve, a distance of 36.09 feet (Chord Bearing = N65°22'02"E, Chord = 35.24 feet) to a point on a Non-Tangent line; thence run N45°26'20"E, along said line, a distance of 12.31 feet to the Point of Curvature of a curve concave to the South, having a Radius of 20.00 feet and a Central Angle of 88°41'31"; thence run Easterly along the arc of said curve, a distance of 30.96 feet (Chord Bearing = N89°47'06"E, Chord = 27.96 feet) to the Point of

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FILE NO.: 26081859

Tangency; thence run S45°52'09"E, a distance of 127.75 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 30.92 feet and a Central Angle of 42°52'39"; thence run Southeasterly along the arc of said curve, a distance of 23.14 feet (Chord Bearing = S24°25'49"E, Chord = 22.60 feet) to a point on a Non-Tangent line; thence run S03°26'44"E, along said line, a distance of 51.93 feet to a point on a Non-Tangent curve, concave to the South, having a Radius of 499.29 feet and a Central Angle of 27°16'21"; thence run Westerly along the arc of said curve, a distance of 237.66 feet (Chord Bearing = S72°55'06"W, Chord = 235.42 feet) to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 737.51 feet and a Central Angle of 07°58'45"; thence run Southwesterly along the arc of said curve, a distance of 102.71 feet (Chord Bearing = S65°10'33"W, Chord = 102.62 feet) to the POINT OF BEGINNING.

Easement (Pond 2):

A parcel of land being a portion of Section 32, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N89°50'58"W, along the South line of said Section 32, a distance of 344.32 feet; thence departing said South line, run N00°09'02"E, a distance of 91.24 feet to the Point of Beginning; thence run N89°50'58"W, a distance of 81.90 feet to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,172.05 feet and a Central Angle of 12°03'01"; thence run Westerly along the arc of said curve, a distance of 246.50 feet (Chord Bearing = N83°49'28"W, Chord = 246.05 feet) to a point on a Non-Tangent line; thence run N08°51'12"E, along said line, a distance of 94.62 feet to the Point of Curvature of a curve concave to the West, having a Radius of 380.97 feet and a Central Angle of 08°39'07"; thence run Northerly along the arc of said curve, a distance of 57.53 feet (Chord Bearing = N04°31'39"E, Chord = 57.47 feet) to a point on a Non-Tangent line; thence run N00°09'02"E, along said line, a distance of 232.08 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 15.00 feet and a Central Angle of 89°50'58"; thence run Northeasterly along the arc of said curve, a distance of 23.52 feet (Chord Bearing = N45°04'31"E, Chord = 21.19 feet) to the Point of Tangency; thence run N90°00'00"E, a distance of 57.19 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 15.00 feet and a Central Angle of 90°00'00"; thence run Southeasterly along the arc of said curve, a distance of 23.56 feet (Chord Bearing = S45°00'00"E, Chord = 21.21 feet) to the Point of Tangency; thence run S00°00'00"E, a distance of 92.69 feet to the Point of Curvature of a curve concave to the Northeast, having a Radius of 85.02 feet and a Central Angle of 88°51'48"; thence run Southeasterly along the arc of said curve, a distance of 131.86 feet (Chord Bearing = S44°25'54"E, Chord = 119.03 feet) to a point on a Non-Tangent line; thence run N90°00'00"E, along said line, a distance of 112.69 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 20.00 feet and a Central Angle of 89°01'40"; thence run Southeasterly along the arc of said curve, a distance of 31.08 feet (Chord Bearing = S45°29'10"E, Chord = 28.04 feet) to the Point of Tangency; thence run S00°58'20"E, a distance of 212.19 feet to the POINT OF BEGINNING.

Easement (Pond 3):

A parcel of land being a portion of Sections 32 and 33, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N00°59'03"W, along the East line of said Section 32, a distance of 505.63 feet to the Point of Beginning; thence departing said East line, run N89°50'31"W, a distance of 262.25 feet; thence N00°58'19"W, a distance of 324.70 feet; thence S89°50'31"E, a distance of 135.73 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 109.98 feet and a Central Angle of 76°21'10"; thence run Northeasterly along the arc of said curve, a distance of 146.55 feet (Chord Bearing = N52°04'58"E, Chord = 135.95 feet) to a Point of Reverse Curve, concave to the Southeast, having a Radius of 10.00 feet and a Central

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Angle of 76°15'06"; thence run Northeasterly along the arc of said curve, a distance of 13.31 feet (Chord Bearing = N52°01'56"E, Chord = 12.35 feet) to the Point of Tangency; thence run S89°50'31"E, a distance of 62.67 feet; thence run S00°09'29"W, a distance of 416.10 feet; thence run N89°50'31"W, a distance of 46.48 feet to the POINT OF BEGINNING.

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ORT Form 4757
ALTA Commitment 2021 v. 01.00 with Florida Modifications
07/01/2021

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058801.000886\4925-2106-1821.1

EXHIBIT "F"

SELLER'S DISCLOSURE OF INTERESTS IN REAL PROPERTY

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

FROM: John G. Noonan as Bishop of the Diocese of Orlando, a corporation sole (the
"Seller")

SUBJECT: Partial Purchase of Orange County Parcel IDs: (i) 32-24-31-0000-00-010; and (ii)
33-24-31-0000-00-004

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: _____

“SELLER”

John G. Noonan as Bishop of the Diocese of
Orlando, a Corporation Sole

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization on this ____ day of _____, 2026, by John G. Noonan as Bishop
of the Diocese of Orlando, a Corporation Sole, on behalf of the organization. He is [] personally
known to me OR [] produced _____ as identification.

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

[Seller’s Signature Page to Disclosure of Interests in Real Property Affidavit]

Attachment B

EXHIBIT "B"

FEE PARCEL

[See attached legal description and sketch]

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A portion of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida being described as follows:

Commence at the Southeast corner of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East; thence run N89°50'58"W along the South line of said Southeast 1/4, a distance of 262.51 feet to the POINT OF BEGINNING; thence continue N89°50'58"W, a distance of 1,090.51 feet to a point on the East Right of Way line of Narcoossee Road, a variable width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey Project number 534-243 dated October 17, 2024; thence along said East Right of Way the following two (2) courses: run N41°01'43"W, a distance of 59.34 feet; thence run N42°09'30"W, a distance of 117.67 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 737.51 feet and a Central Angle of 07°58'45"; thence run Northeasterly along the arc of said curve, a distance of 102.71 feet (Chord Bearing = N65°10'33"E, Chord = 102.62 feet) to a point on a Non-Tangent curve, concave to the South, having a Radius of 499.29 feet and a Central Angle of 60°18'30"; thence run Easterly along the arc of said curve, a distance of 525.54 feet (Chord Bearing = N89°26'11"E, Chord = 501.62 feet) to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,172.05 feet and a Central Angle of 22°36'12"; thence run Easterly along the arc of said curve, a distance of 462.38 feet (Chord Bearing = S78°32'53"E, Chord = 459.39 feet) to a point on a Non-Tangent line; thence run S89°50'58"E, a distance of 92.80 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 5.00 feet and a Central Angle of 91°07'22"; thence run Northeasterly along the arc of said curve, a distance of 7.95 feet (Chord Bearing = N44°35'21"E, Chord = 7.14 feet) to the Point of Tangency; thence run N00°58'20"W, a distance of 1,183.54 feet; thence run N45°25'01"W, a distance of 67.71 feet to a point on the South Right of Way line of Clapp Sims Duda Road, a variable width Right of Way as described in Document number 20240210459 of the Public Records of Orange County, Florida; thence along said South Right of Way line the following three (3) courses: run S89°38'59"E, a distance of 51.87 feet; thence run S89°42'53"E, a distance of 100.03 feet; thence run S89°45'53"E, a distance of 6.51 feet; thence run S44°34'59"W, a distance of 65.77 feet; thence run S00°58'20"E, a distance of 1,279.91 feet to the POINT OF BEGINNING.

Containing 269,143 square feet or 6.18 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON-TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	PCC	POINT OF COMPOUND CURVE
CHD.	CHORD	RPB	ROAD PLAT BOOK
ESMT	EASEMENT	P.B.	PLAT BOOK
FJ	FINAL JUDGEMENT	CFX	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DOC	DOCUMENT	R/W	RIGHT OF WAY
		D.B.	DEED BOOK

NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 31 EAST AS N89°50'58"W.

THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.

NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY:
DIOCESE OF ORLANDO

		07/28/2026 (DATE)
RICHARD D. BROWN, P.S.M. #5700 (NOT VALID WITHOUT SIGNATURE AND SEAL)		

DATE OF SKETCH: 5/26/25	REVISIONS:
SCALE: 1" = 200'	REV. LABELS 7/28/2026
SECTION 32, TOWNSHIP 24 S, RANGE 31 E	
CAD FILE: S-L ROADWAY PARCEL	
JOB NUMBER: 24-678	DRAWN BY: BHJ
SEE SHEET 2 OF 3 FOR SKETCH SEE SHEET 3 OF 3 FOR LINE & CURVE TABLE	

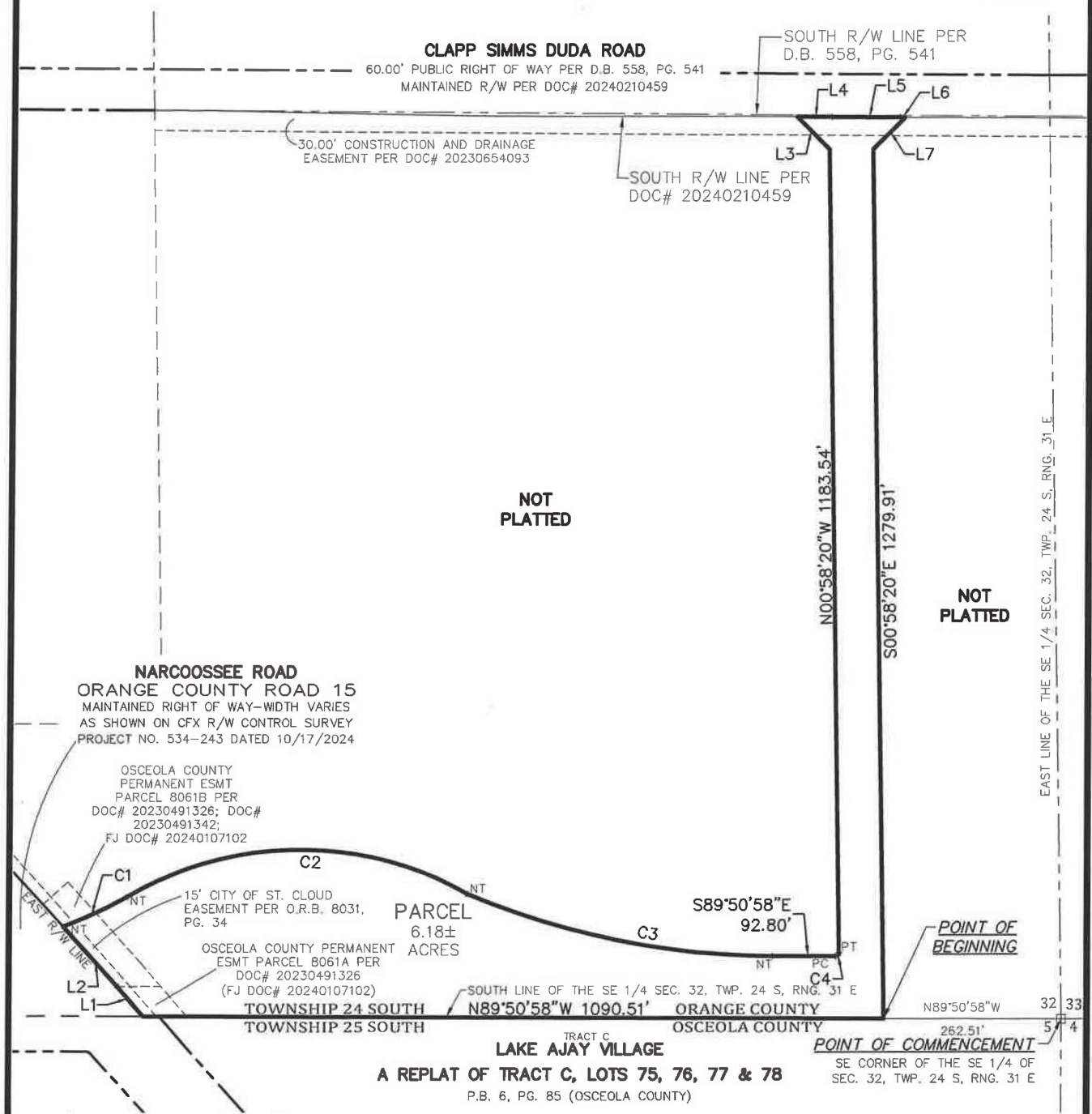


**JOHNSTON'S
SURVEYING, LLC**

900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 1 OF 3

SKETCH OF DESCRIPTION



JOHNSTON'S
SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 3 FOR LINE & CURVE TABLE
SHEET 2 OF 3

SKETCH OF DESCRIPTION

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	737.51'	7°58'45"	102.71'	N65°10'33"E	102.62'
C2	499.29'	60°18'30"	525.54'	N89°26'11"E	501.62'
C3	1172.05'	22°36'12"	462.38'	S78°32'53"E	459.39'
C4	5.00'	91°07'22"	7.95'	N44°35'21"E	7.14'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N41°01'43"W	59.34'
L2	N42°09'30"W	117.67'
L3	N45°25'01"W	67.71'
L4	S89°38'59"E	51.87'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L5	S89°42'53"E	100.03'
L6	S89°45'53"E	6.51'
L7	S44°34'59"W	65.77'

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(407) 847-2179 • Fax (407) 847-6140 LB 966

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

EXHIBIT "C"

STORMWATER PARCELS

[See attached legal descriptions and sketches]

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Sections 32 and 33, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N00°59'03"W, along the East line of said Section 32, a distance of 505.63 feet to the Point of Beginning; thence departing said East line, run N89°50'31"W, a distance of 262.41 feet; thence N00°58'20"W, a distance of 324.70 feet; thence S89°50'31"E, a distance of 135.89 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 109.98 feet and a Central Angle of 76°21'10"; thence run Northeasterly along the arc of said curve, a distance of 146.55 feet (Chord Bearing = N52°04'58"E, Chord = 135.95 feet) to a Point of Reverse Curve, concave to the Southeast, having a Radius of 10.00 feet and a Central Angle of 76°15'06"; thence run Northeasterly along the arc of said curve, a distance of 13.31 feet (Chord Bearing = N52°01'56"E, Chord = 12.35 feet) to the Point of Tangency; thence run S89°50'31"E, a distance of 62.67 feet; thence run S00°09'29"W, a distance of 416.10 feet; thence run N89°50'31"W, a distance of 46.48 feet to the POINT OF BEGINNING.

Containing 2.53 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR	RPB	ROAD PLAT BOOK
↖	& MAPPER	P.B.	PLAT BOOK
	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT), REFERENCE BEARING BEING THE EAST LINE OF THE SE 1/4 OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N00°59'03"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

SHEET 1 OF 2

REQUESTED BY: DIOCESE OF ORLANDO

DATE OF SKETCH: 3/13/2025

REVISIONS:

SCALE: 1" = 100'

REV. LEGAL 3/27/2025

SEC. 32 & 33, TWP. 24 S, RNG. 31 E

ADD EASEMENTS 4/28/2025

CAD FILE: S-L POND 3

REM. EASEMENTS 4/28/2025

JOB NUMBER: 24-678

REV. LEGAL 7/28/2026

**JOHNSTON'S
SURVEYING, LLC**

900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966



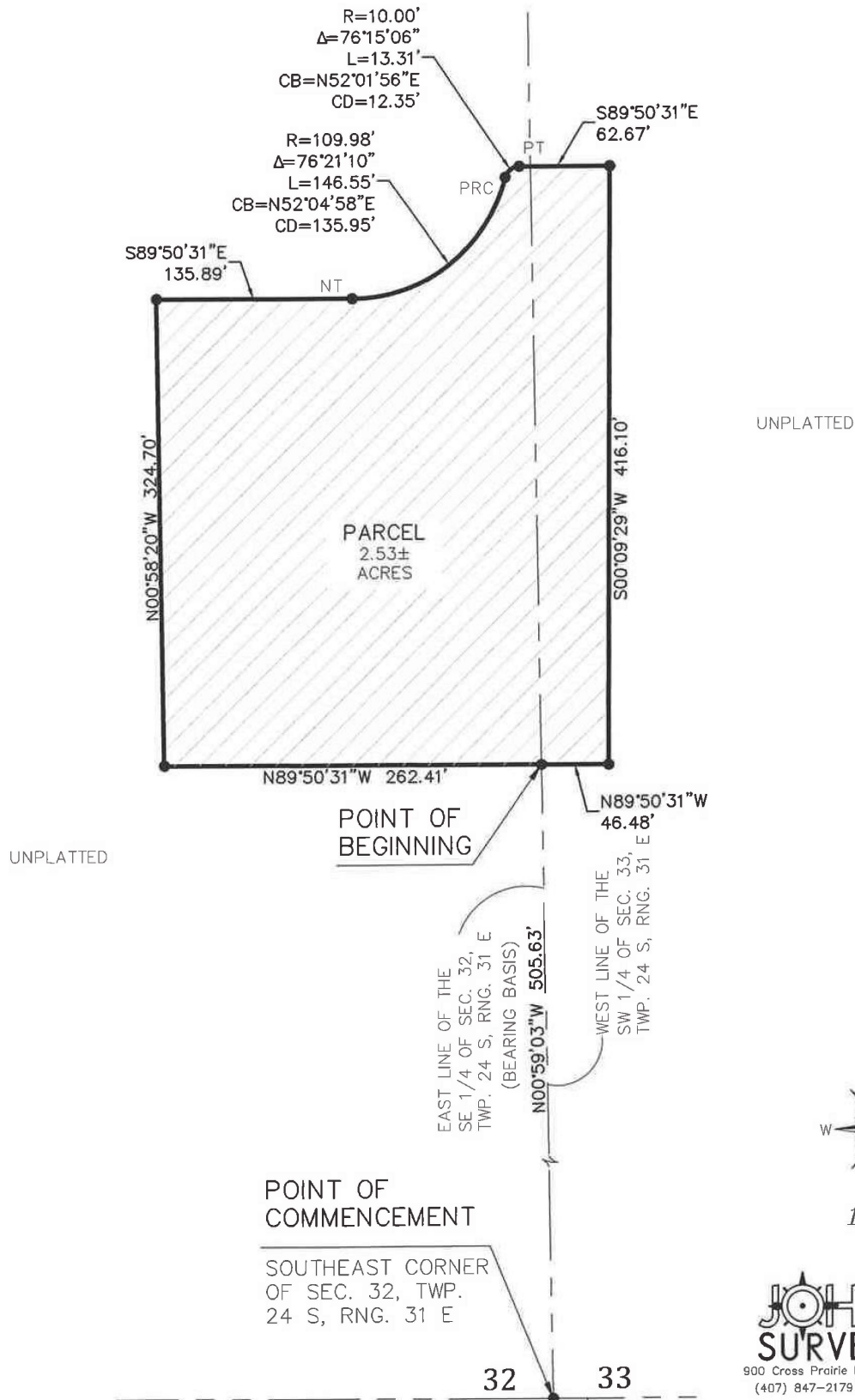
Richard D. Brown

07/28/2026

RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION



SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Section 32, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N89°50'58"W, along the South line of said Section 32, a distance of 344.32 feet; thence departing said South line, run N00°09'02"E, a distance of 91.24 feet to the Point of Beginning; thence run N89°50'58"W, a distance of 81.90 feet to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,172.05 feet and a Central Angle of 12°03'01"; thence run Westerly along the arc of said curve, a distance of 246.50 feet (Chord Bearing = N83°49'28"W, Chord = 246.05 feet) to a point on a Non-Tangent line; thence run N08°51'12"E, along said line, a distance of 94.62 feet to the Point of Curvature of a curve concave to the West, having a Radius of 380.97 feet and a Central Angle of 08°39'07"; thence run Northerly along the arc of said curve, a distance of 57.53 feet (Chord Bearing = N04°31'39"E, Chord = 57.47 feet) to a point on a Non-Tangent line; thence run N00°09'02"E, along said line, a distance of 232.08 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 15.00 feet and a Central Angle of 89°50'58"; thence run Northeasterly along the arc of said curve, a distance of 23.52 feet (Chord Bearing = N45°04'31"E, Chord = 21.19 feet) to the Point of Tangency; thence run N90°00'00"E, a distance of 57.19 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 15.00 feet and a Central Angle of 90°00'00"; thence run Southeasterly along the arc of said curve, a distance of 23.56 feet (Chord Bearing = S45°00'00"E, Chord = 21.21 feet) to the Point of Tangency; thence run S00°00'00"E, a distance of 92.69 feet to the Point of Curvature of a curve concave to the Northeast, having a Radius of 85.02 feet and a Central Angle of 88°51'48"; thence run Southeasterly along the arc of said curve, a distance of 131.86 feet (Chord Bearing = S44°25'54"E, Chord = 119.03 feet) to a point on a Non-Tangent line; thence run N90°00'00"E, along said line, a distance of 112.69 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 20.00 feet and a Central Angle of 89°01'40"; thence run Southeasterly along the arc of said curve, a distance of 31.08 feet (Chord Bearing = S45°29'10"E, Chord = 28.04 feet) to the Point of Tangency; thence run S00°58'20"E, a distance of 212.19 feet to the POINT OF BEGINNING.

Containing 2.03 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR	RPB	ROAD PLAT BOOK
	& MAPPER	P.B.	PLAT BOOK
	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE SOUTH LINE OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N89°50'58"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

SHEET 1 OF 2

REQUESTED BY: DIOCESE OF ORLANDO

DATE OF SKETCH: 3/13/2025

REVISIONS:

SCALE: 1" = 100'

REV. LEGAL 3/27/2025

SEC. 32, TWP. 24 S, RNG. 31 E

ADD EASEMENTS 4/28/2025

CAD FILE: S-L POND 2

REM. EASEMENTS 5/2/2025

JOB NUMBER: 24-678

JOHNSTON'S
SURVEYING, LLC

900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966



05/02/2025

RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Section 32, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence N89°50'58"W, along the South line of said Section 32, a distance of 1353.02 feet to a point on the East Right of Way line of Narcoossee Road (Orange County Road 15), a variable width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey Project number 534-243 dated October 17, 2024 ; thence along said East Right of Way the following two courses: run N41°01'43"W, a distance of 59.34 feet; thence run N42°09'30"W, a distance of 117.67 feet to the POINT OF BEGINNING; thence continue along said East Right of Way the following two courses: run N42°09'30"W, a distance of 96.40 feet; thence run N41°42'12"W, a distance of 181.69 feet; thence leaving said East Right of Way, run N48°17'48"E, a distance of 63.69 feet; thence run S89°50'35"E, a distance of 256.62 feet; thence run N87°00'44"E, a distance of 26.69 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 47.76 feet and a Central Angle of 43°17'25"; thence run Northeasterly along the arc of said curve, a distance of 36.09 feet (Chord Bearing = N65°22'02"E, Chord = 35.24 feet) to a point on a Non-Tangent line; thence run N45°26'20"E, along said line, a distance of 12.31 feet to the Point of Curvature of a curve concave to the South, having a Radius of 20.00 feet and a Central Angle of 88°41'31"; thence run Easterly along the arc of said curve, a distance of 30.96 feet (Chord Bearing = N89°47'06"E, Chord = 27.96 feet) to the Point of Tangency; thence run S45°52'09"E, a distance of 127.75 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 30.92 feet and a Central Angle of 42°52'39"; thence run Southeasterly along the arc of said curve, a distance of 23.14 feet (Chord Bearing = S24°25'49"E, Chord = 22.60 feet) to a point on a Non-Tangent line; thence run S03°26'44"E, along said line, a distance of 51.93 feet to a point on a Non-Tangent curve, concave to the South, having a Radius of 499.29 feet and a Central Angle of 27°16'21"; thence run Westerly along the arc of said curve, a distance of 237.66 feet (Chord Bearing = S72°55'06"W, Chord = 235.42 feet) to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 737.51 feet and a Central Angle of 07°58'45"; thence run Southwesterly along the arc of said curve, a distance of 102.71 feet (Chord Bearing = S65°10'33"W, Chord = 102.62 feet) to the POINT OF BEGINNING.

Containing 1.88 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PG./PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR	RPB	ROAD PLAT BOOK
↙	& MAPPER	P.B.	PLAT BOOK
	BREAK LINE		

NOTES:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). REFERENCE BEARING BEING THE SOUTH LINE OF SECTION 32, TOWNSHIP. 24 S, RANGE 31 E AS N89°50'58"W.
- THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
- THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- NO CORNERS WERE SET AS A PART OF THIS SKETCH.

SHEET 1 OF 2

REQUESTED BY: DIOCESE OF ORLANDO

DATE OF SKETCH: 3/12/2025

REVISIONS:

SCALE: 1" = 100'

REV. LEGAL 3/27/2025

SEC. 32, TWP. 24 S, RNG. 31 E

ADD EASEMENTS 4/28/2025

CAD FILE: S-L POND 1

REV. LABEL 5/19/2025

JOB NUMBER: 24-678

JOHNSTON'S
SURVEYING, LLC

900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 956



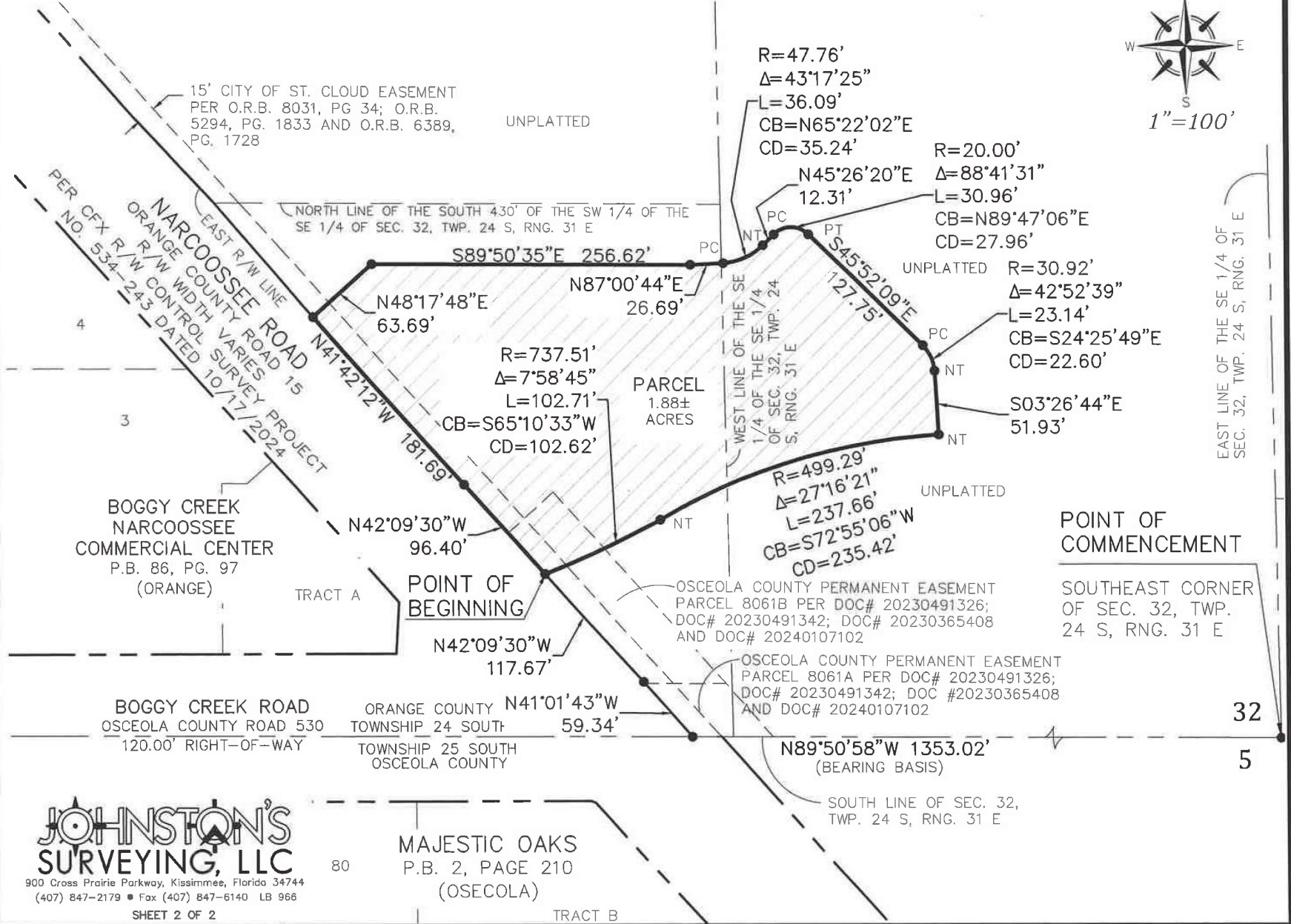
Richard D. Brown

05/20/2025

RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION



Attachment C

This Instrument was Prepared by
and should be Returned to:

Jay W. Small, Esq.
Dinsmore & Shohl, LLP
225 E. Robinson Street, Suite 600
Orlando, Florida 32801

DEVELOPMENT AND CONSTRUCTION AGREEMENT

THIS DEVELOPMENT AND CONSTRUCTION AGREEMENT (this “**Agreement**”) is entered into as of the date last executed by both parties hereto (the “**Effective Date**”), by and between **JOHN G. NOONAN AS BISHOP OF THE DIOCESE OF ORLANDO, A CORPORATION SOLE** (“**Diocese**”), whose post office address is 50 East Robinson Street Orlando, Florida 32801, 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**”). CFX and Diocese may be referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, Diocese is the fee simple owner of certain real property located in Orange County, Florida, which is more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Diocese Property**”);

WHEREAS, CFX and Diocese agree to the funding and performance of design, permitting and construction on the Diocese Property of certain site work, mass grading and infrastructure improvements (the “**Realignment Project**”) necessary to relocate and realign a portion of Clapp Simms Duda Road through a portion of the Diocese Property, to connect Clapp Simms Duda to Narcoossee Road at the intersection of Narcoossee Road and Boggy Creek Road, as more particularly described and on the terms, conditions, and plans contained herein. The construction of the Realignment Project shall be completed substantially in accordance with plans and specifications relating to the Road Project (hereinafter defined in Section 3(a)(i)) and the Stormwater Project (hereinafter defined in Section 3(a)(ii)), as agreed upon between the Parties herein; and

WHEREAS, as additional consideration for the Diocese performing the Realignment Project as set forth herein, Diocese agrees to convey to CFX, and CFX agrees to purchase from Diocese, fee simple title to the Fee Parcel as more particularly described on **Exhibit “B-1”** attached hereto and incorporated herein by this reference (“**Fee Parcel**”) and a drainage easement over those certain portions of the Diocese Property as more particularly described on “**Exhibit B-2**” attached hereto and incorporated herein by this reference (“**Stormwater Parcels**”) (together, the Fee Parcel and Stormwater Parcels constitute the “**Realignment Property**”) for the price and on such terms as more particularly set forth in a separate written purchase and sale agreement between Diocese and CFX as set forth in Section 15 below; and

WHEREAS, Diocese intends to construct, at its expense, certain additional site work, mass grading and infrastructure improvements on portions of the Diocese Property which are outside of the boundaries of the Realignment Property, as described in Section 3(b) and (c) herein below (“**Diocese Site Projects**”). The Diocese Site Projects are intended to be performed simultaneously and/or in sequence to the Realignment Project utilizing a common contractor, which shall perform the Realignment Project and Diocese Site Projects pursuant to three separate construction contracts.

WHEREAS, the Parties acknowledge and agree that the simultaneous performance of the Realignment Project and the Diocese Site Projects is beneficial to the Realignment Property and the Parties. CFX and Diocese desire to enter into this Agreement to set forth the terms upon which Diocese will perform the Realignment Project and CFX will fund the Realignment Project, including the proportional allocation of costs for the Realignment Project.

NOW, THEREFORE, in consideration of the mutual agreements set forth below and in consideration of the conveyance of the Realignment Property to CFX (or CFX’s designated assignee) consistent with Section 15 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

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

2. Change Order. “**Change Order**” means any written instrument, however denominated (including without limitation any change order, change directive, work change directive, field order construction change directive, supplemental agreement, amendment, or other written modification), that (i) modifies the scope of the Realignment Project, including without limitation any addition to, deletion from, or modification of the Realignment Project Plans, the materials, the equipment, the alignment, the points of connection, the drainage characteristics, the maintenance of traffic, or the design or construction standards applicable to the Realignment Project; (ii) increases or decreases the cost of the Realignment Project, including without limitation the contract price under any construction contract, any allowance, any contingency draw, any unit price adjustment, or any pricing of extra or deleted work; (iii) extends or shortens the time for performance of the Realignment Project or any milestone thereof; or (iv) clarifies or modifies any other material term or condition of any contract relating to the design or construction of the Realignment Project.

(a) **CFX Written Approval Required as Condition Precedent.** No Change Order shall be valid, binding, or enforceable as to CFX, and no Change Order shall be implemented or acted upon by Diocese or any of its contractors, consultants, or agents, unless and until CFX has approved such Change Order in writing and signed by an authorized representative of CFX. CFX’s prior written approval is a condition precedent to (i) any change in the scope of the Realignment Project, (ii) any change in cost or pricing of the Realignment Project, (iii) any change to the schedule for performance of the Realignment Project, and (iv) any payment by Diocese on account of any such change. Any work performed, cost incurred, or schedule adjustment made in the absence of a Change Order approved in writing by CFX shall be at the sole risk and expense of Diocese, and CFX shall have no obligation to recognize, accept, or compensate Diocese for any such

work, cost, or adjustment. Any Change Order approved in accordance with this Agreement shall be deemed incorporated into this Agreement. Further, Diocese and CFX acknowledge and agree that the legal descriptions and graphic depictions of the Fee Parcel and Stormwater Parcels in **Exhibits “B-1” and “B-2”** respectively are preliminary descriptions subject to change according to the Realignment Project Plans and, upon mutual written agreement of the Parties following a mutually approved Change Order approved in accordance with this Agreement, shall be replaced with signed and sealed boundary surveys and updated legal descriptions of such Fee Parcel and/or Stormwater Parcel(s), as applicable, as contained on the survey(s), which shall then be deemed incorporated into this Agreement as a substitute legal description and depiction of such Fee Parcel and/or Stormwater Parcel(s) as applicable; and further, that notwithstanding any such change, the purchase price for the Conveyances shall remain unchanged.

(b) **Submittal Requirements.** Each proposed Change Order submitted to CFX for approval shall be in writing, signed by an authorized representative of Diocese and the affected contractor, shall be in a form suitable for obtaining all necessary permits, licenses and approvals from the local governmental agencies with jurisdiction over the Diocese Property to commence construction of the Realignment Project (as applicable), and shall include (i) a detailed description of the proposed change; (ii) the reason for the proposed change; (iii) a detailed breakdown of any cost impact, including labor, materials, equipment, overhead, profit, any cost or credit adjustments to the contract price, supported by reasonable documentation; (iv) a detailed analysis of any schedule impact, including the effect of any milestone and on substantial and final completion; (v) revised drawings, specifications, or other Realignment Project Plans to the extent affected by the proposed change; and (vi) such other information as CFX may reasonably request to evaluate the proposed Change Order.

(c) **Flow-Down.** Diocese shall include in each contract with a contractor or consultant performing work on the Realignment Project, and shall require each such contractor to include in each subcontract, provisions substantially equivalent to these Change Order provisions of this Section 2, so that no contractor or subcontractor may proceed with changed work without CFX’s prior written approval, and so that no contractor or subcontractor may assert any claim against Diocese or CFX based on changed work not approved in writing by CFX as set forth in this Agreement.

(d) **Effect of Non-Compliance.** Any purported Change Order that does not comply with these provisions shall be void ab initio. Costs incurred or work performed in violation of the provisions of this Section 2 shall not be included in the cost of the Realignment Project, and shall not extend any deadline or release any obligation of the Diocese under this Agreement.

(e) **Review of Proposed Changes.**

(i) If CFX disapproves of a proposed Change Order request, it shall so notify Diocese in writing within ten (10) business days after receipt of the valid and complete Change Order submittal and shall state the grounds for disapproval with reasonable detail. If Diocese wishes to contest such denial, Diocese shall respond

to such grounds of disapproval with a revised proposed Change Order within ten (10) business days after receipt of CFX's comments; otherwise, Diocese will be deemed to have accepted such CFX denial.

(ii) If Diocese disapproves of a proposed change by CFX to the Plans and Specifications, it shall so notify CFX in writing within ten (10) business days after receipt of the request and shall state the grounds for disapproval with reasonable detail. If CFX wishes to contest such denial, CFX shall respond to such grounds of disapproval with revised Plans and Specifications (as applicable) within ten (10) business days after receipt of Diocese's comments; otherwise, CFX will be deemed to have accepted such Diocese denial. Upon Diocese's approval of (or failure to reasonably contest) CFX's requested changes, Diocese shall, within ten (10) business days have a proposed Change Order prepared reflecting same.

3. Realignment Project Construction. The Diocese shall be the party responsible to perform the Realignment Project. Diocese shall enter into a construction contract approved by CFX with a Development Professional for the construction by such Development Professional of the Realignment Project in accordance with the Realignment Project Plans (as defined in subsection (a) below) ("**Realignment Project Construction Contract**"). Diocese shall obtain CFX's prior written consent to the terms of its proposed Realignment Project Construction Contract before entering into any Realignment Project Construction Contract. Such Realignment Project Construction Contract shall be in conformance with all of the terms of this Agreement and shall expressly authorize CFX to assume and step into the rights and obligations of Diocese as more particularly set forth in Section 9 of this Agreement. Promptly (but no later than five (5) business days) following the Effective Date of this Agreement, Diocese shall deliver to CFX for its review and approval the final proposed draft of the Realignment Project Construction Contract. The Realignment Project consists of both: (i) the Road Project (as hereinafter defined), and (ii) the Stormwater Drainage Project (as hereinafter defined). The Realignment Project shall be performed upon the following terms and conditions:

(a) **Realignment Project Construction.** The Road Project and the Stormwater Drainage Project shall be constructed in accordance with the plans and specifications mutually approved by Diocese and CFX as more particularly set forth in Exhibit "C" (the "**Realignment Project Plans**"), which are incorporated by reference herein, as may be modified or amended after the Effective Date by a Change Order(s).

(i) **Road Project.** Diocese shall be responsible for the administration, management, and completion of the design, permitting, and construction of a roadway and related improvements which shall serve as a new public right of way (the "**Road Project**"), realigning Clapp Simms Duda Road and extending Boggy Creek Road consistent with the Diocese master plan approved by the City of Orlando Development Review Committee in Case Number MPL2021-10042 ("**Diocese Master Plan**"), in accordance with the Realignment Project Plans. The roadway shall provide vehicular access to and from Narcoossee Road and provide public access to Clapp Simms Duda Road and include a minimum of two (2) lanes (with each lane conveying traffic in opposite directions) with curbs and gutters. All changes or modifications to the Realignment Project Plans in **Exhibit "C"** must be

mutually agreed on by the Parties as necessary to complete the construction of the Road Project and related to unknown or unforeseen circumstances and/or conditions as of the Effective Date. All improvements relating to the Road Project shall comply with all applicable laws, rules, permits, codes and regulations. The Road Project improvements shall include, without limitation, landscaping, irrigation, driveways, sidewalks, curbs and gutters, and street lighting. CFX shall be responsible for the costs of the Road Project in accordance with the Realignment Project Plans. With respect to the design and construction of the drainage improvements to accommodate drainage from the Road Project, the Parties agree that the drainage improvements shall be designed and constructed consistent with the Realignment Project Plans, as referenced in Subsection 3(a)(ii) below and shall be approved by both Parties in writing.

(ii) **Stormwater Drainage Project.** Pursuant to the Stormwater Easement (as defined in Section 15 below), CFX shall have an assignable right to drain the stormwater and surface water from the Road Project into a master stormwater retention system for the Diocese Master Plan which includes a stormwater and surface water retention pond constructed by Diocese within the Stormwater Easements in the location as shown on the Realignment Project Plans (the “**Road Stormwater Retention System**”). -The Road Stormwater Retention System constitutes a component of the interconnected master stormwater system servicing the Realignment Property consistent with the Diocese Master Plan as approved by the City of Orlando and the mass grading permits for the Realignment Property. CFX shall be responsible for all costs of design, permitting, site work, construction, and development of the Road Stormwater Retention System in accordance with the Realignment Project Plans. Diocese, at CFX’s cost (to be paid as provided in Section 8, herein below), shall complete the design, permitting, site work, construction, and development of the Road Stormwater Retention System in accordance with the Realignment Project Plans no later than the Completion Date (as defined in Section 4, herein below).

(b) **Diocese West Parcel Construction.** In the future and consistent with the Diocese Master Plan as approved by the City of Orlando, the Diocese intends to build a Roman Catholic church and school on the west portion of the Diocese Property in the area contiguous to the west and north of the Realignment Property (the “**Diocese West Parcel**”). Due to the scope of the Realignment Project and the impacts to the Diocese Property from the Realignment Project, the Diocese has elected to perform mass grading site work (no vertical building improvements) within the Diocese West Parcel concurrent with the Realignment Project. In furtherance thereof, the Diocese has entered into a separate construction contract with the same contractor to be utilized for the Realignment Project construction. The Diocese shall be solely responsible for the funding and performance of design, permitting and construction of the site work, mass grading and infrastructure improvements and all other work to be performed on or to the Diocese West Parcel (the “**Diocese West Parcel Construction**”).

(c) **Diocese East Parcel Construction.** In the future and consistent with the Diocese Master Plan approved by the City of Orlando, the Diocese intends to prepare a

parcel for multi-family development on the east portion of the Diocese Property in the area contiguous to the east of the Realignment Property (the “**Diocese East Parcel**”). Due to the scope of the Realignment Project and the impacts to the Diocese Property from the Realignment Project, the Diocese may elect to perform required mass grading site work (no vertical building improvements) within the Diocese East Parcel concurrent with, in sequence with, or after the Realignment Project. In furtherance thereof, the Diocese may enter into a separate construction contract with the same contractor to be utilized by CFX and Diocese for the Realignment Project construction. The Diocese shall be solely responsible for the funding and performance of design, permitting and construction for the site work, mass grading and infrastructure improvements and all other work to be performed on or related to the Diocese East Parcel (the “**Diocese East Parcel Construction**”). The Diocese reserves the right to defer Diocese East Parcel Construction as a separate phase of the overall mass grading work, as may be consistent with the mass grading permits.

4. Commencement and Completion of Realignment Project. As a material condition to this Agreement, promptly following the Effective Date of this Agreement, but no later than five (5) calendar days following CFX’s consent to all of the terms and conditions of the proposed Realignment Project Construction Contract as set forth in Section 3 above, Diocese will sign the Realignment Project Construction Contract and deliver a fully executed copy thereof to CFX, and thereafter timely commence, diligently and continuously pursue the construction of the Realignment Project in a good and workmanlike manner and to Complete construction in accordance with the Realignment Project Plans on or before **July 31, 2027** (the “**Completion Date**”). “**Completion**” and “**Complete**” as either term may be used herein and in the Realignment Escrow Agreement means that: (a) the Realignment Project has been completed in a good and workmanlike manner in accordance with the Realignment Project Plans (including all Change Order(s)) and approved by CFX as set forth in Section 10(a) of this Agreement; (b) Diocese has obtained a final Certificate of Completion or other comparable confirmation from the City of Orlando, Florida and Orange County, Florida, and/or any other applicable governmental authorities sufficient to complete the Realignment Project; (c) all applicable permits required for the Realignment Project have been finalized and closed; (d) final acceptance by the City of Orlando, Florida and Orange County, Florida of the constructed Realignment Project; and (e) the Road Project constructed on the Fee Parcel is open to vehicular traffic sufficient to allow for permanent closure of Clapp Simms Duda Road at the intersection with Narcoossee Road. Subject to properly noticed and documented force majeure events as set forth in Section 28 below, the failure of Diocese to complete construction of the Realignment Project by the Completion Date shall subject the Diocese to the remedies otherwise set forth under the terms of this Agreement.

5. Development Professionals. CFX, has previous to the Effective Date hereof, approved design professionals, engineers and consultants utilized or engaged by Diocese as identified within the Exhibits attached to this Agreement for the design, engineering and permitting of the Realignment Project and shall have the right to reasonably approve in writing, in advance, the contractor and any other consultant to be utilized by the Diocese for construction of the Realignment Project (each such approved design professional, engineer, consultant, and contractor shall be deemed a “**Development Professional**” as such term is used herein).

6. **Bond.** The Parties acknowledge and agree that the Realignment Project to be designed, constructed, and installed by Diocese pursuant to this agreement constitutes a “public work” within the meaning of Section 255.05, Florida Statutes, that CFX is a “public authority” within the meaning of Section 255.05, and that Diocese is a “private entity” entering into a formal contract for the construction of a public work for purposes of Section 255.05.

(a) **Bond Required.** Prior to commencing any construction of the Realignment Project, and before recommencing any portion of such construction after a default or abandonment, Diocese shall cause the applicable Development Professionals to execute, deliver, and record in the Official Records of Orange County, Florida, a payment and performance bond that complies in all respects with Section 255.05 (the “**Statutory Bond**”). The Statutory Bond shall:

(i) be issued by a surety insurer authorized to do business in the State of Florida as surety and otherwise meet the requirements of Section 255.05;

(ii) be in a penal sum equal to the full contract price for the construction of the Realignment Project;

(iii) name Diocese as sole obligee, with CFX expressly named as a third-party beneficiary entitled to independently enforce the Statutory Bond against the surety, by rider or endorsement in form reasonably acceptable to CFX, which rider shall provide that (A) CFX’s rights are not subject to or impaired by any act, omission, or default of Diocese, (B) CFX shall be entitled to receive copies of all notices given to or by Diocese or the surety with respect to the Statutory Bond, and (C) no amendment, modification, cancellation, or non-renewal of the Statutory Bond shall be effective as to CFX without thirty (30) days prior written notice to CFX;

(iv) be conditioned upon Diocese and Development Professionals’ performance of the construction work in the time and manner prescribed in this Agreement and the applicable Development Professionals’ construction contract with Diocese, and Diocese and/or Development Professionals’ prompt payment of all persons defined in Section 713.01, Florida Statutes, who furnish labor, services, or materials for the prosecution of the work;

(v) reference Section 255.05 by number on its front page and contain reference to the notice and time limitation provisions in Section 255.05(2), Florida Statutes, together with all other information required by Section 255.05(1)(a); and

(vi) name CFX as a beneficiary.

(b) **Delivery of Recorded Bond.** Before commencing the work, and as a condition precedent to CFX’s obligation to issue any notice to proceed, deliver any easement, or release any other consideration under this Agreement with respect to the Realignment Project, Diocese shall deliver to CFX a certified copy of the recorded Statutory Bond, together with recording information sufficient to permit any claimant to obtain a copy from the public records.

(c) **No Conversion to Common-Law Bond.** The payment bond portion of the Statutory Bond shall be deemed a statutory payment bond furnished pursuant to Section 255.05, and shall not, under any circumstances, be construed or converted into a common-law bond. To the extent any provision of the Statutory Bond conflicts with Section 255.05, the statute shall control and such conflicting provision shall be deemed conformed to the statute.

(d) **No Waiver.** Nothing in this Section 6 shall be construed to limit Diocese's separate obligations under this Agreement, including without limitation Diocese's obligations relating to insurance, indemnification, completion, guarantees, or any supplemental letter of credit, cash deposit, or other security that CFX may require as additional assurance of completion of the Realignment Project. CFX's acceptance of the Statutory Bond shall not constitute waiver of any other right or remedy available to CFX at law, in equity, or under this Agreement.

(e) **Survival.** The obligations of Diocese under this Section 6, and the rights of CFX as a beneficiary and a third-party beneficiary under the Statutory Bond, shall survive termination, expiration, or assignment of this Agreement until all claims under the Statutory Bond are barred by Section 255.05(2), Florida Statutes.

7. **No Liens.** In the event any mechanic's, laborer's, materialman's, or other liens are filed against the Realignment Property arising or related to the labor, material, equipment, services, or work being performed concerning or relating to the Realignment Project, Diocese, at its sole cost and expense, within twenty (20) days of the date such lien is recorded, shall pay or bond off such lien in accordance with §713.24, Florida Statutes and provide evidence of same to CFX within five (5) days of such payment or bond off. Diocese hereby agrees to indemnify and save CFX harmless from all liability for damages, including attorneys' fees and costs, occasioned thereby. The provisions of this subsection shall survive termination of the Agreement.

8. **Cost of the Realignment Project Construction and Escrow of Funds.** CFX will be solely responsible for the costs of the Realignment Project except as otherwise expressly set forth herein. Attached hereto as **Exhibit "D"** and incorporated by reference herein is a design and construction cost detail approved by CFX and Diocese itemizing the expected design, engineering, permitting, fees, prepaid items, mitigation credits, site work, and construction costs associated with the Realignment Project as of the Effective Date (the "**Realignment Costs**"). The Realignment Costs shall include only the Prepaid Realignment Cost Reimbursement, the Realignment Project Construction Contract Cost, Realignment Project Anticipated Costs and the Construction Management Fee, each as defined below.

(a) The "**Prepaid Realignment Cost Reimbursement**" is the sum of costs incurred by the Diocese as of the Effective Date as identified on **Exhibit "D"**, and amounts to **One Million Four Hundred Ninety-Five Thousand Four Hundred Four and 63/100 Dollars (\$1,495,404.63)**, to be reimbursed to Diocese by CFX upon execution hereof as further referenced pursuant to this Agreement.

(b) The "**Realignment Project Construction Contract Cost**" shall consist of the lowest construction bid proposal received by Diocese for the Realignment Project by a

contractor reasonably qualified to perform such Realignment Project in accordance with the then-current applicable design and construction standards, which as of the date of this Agreement is in the amount of **Seven Million Twenty-One Thousand Five Hundred Forty-Three and 93/100 Dollars (\$7,021,543.93)**, regardless of whether such contractor is ultimately chosen to perform the Realignment Project, providing for the actual cost of materials and construction of the Realignment Project, and the actual costs and expenses for labor in the construction of the Realignment Project in accordance with the then-current applicable design and construction standards.

(c) The “**Realignment Project Anticipated Costs**” shall consist of additional soft costs ancillary to the Realignment Project including consultant’s contract administration fees, and other professional services costs budgeted to be incurred during the construction of the Realignment Project, as more particularly set forth on **Exhibit “D”**, which as of the date of this Agreement is in the amount of **One Hundred Sixty-Nine Thousand Eight Hundred Seventy-Five and NO/100 Dollars (\$169,875.00)**.

(d) The “**Construction Management Fee**” to the Diocese is equal to two and a half percent (2.5%) of the sum of: (i) the Realignment Project Construction Contract Cost; and (ii) the Realignment Project Anticipated Costs. The Parties acknowledge that CFX shall have no obligation to pay for any cost that may be required to the extent applicable to Diocese West Parcel Construction or Diocese East Parcel Construction.

(e) The Parties agree that CFX shall also fund an additional amount constituting ten percent (10%) of the sum of: (i) the Realignment Project Construction Contract Cost; (ii) the Realignment Project Anticipated Costs; and (iii) Construction Management Fee as contingency to cover required cost adjustments to be approved in writing by both CFX and Diocese during construction of the Realignment Project (“**Realignment Contingency**”).

(f) CFX shall not be liable or responsible for costs exceeding the sum of: (i) the Realignment Costs; and (ii) the Realignment Contingency (together, the “**Approved Project Costs**”), without written amendment to this Agreement approved and executed by authorized representatives of each of CFX and Diocese. The Approved Project Costs shall not exceed **Nine Million Six Hundred Three Thousand Seven Hundred Twenty-Nine and 47/100 Dollars (\$9,603,729.47)**. The Approved Project Costs shall be the maximum extent of CFX’s financial liability for the Realignment Project. Diocese is responsible for all costs in excess of the Approved Project Costs. The amount of Approved Project Costs may only be increased by valid written amendment signed by duly authorized representatives of Diocese and CFX modifying the Approved Project Cost following approval of such increased amount by CFX’s Board. Notwithstanding anything to the contrary in this Agreement or in the Realignment Escrow Agreement, the Approved Project Costs shall not be applied to any consequential, punitive, or exemplary damages or otherwise any penalty, interest, or liquidated damages charged to or otherwise incurred by Diocese with respect to the Realignment Project or the Realignment Project Construction Contract.

(g) Within seven (7) business days following the later of: (i) the Effective Date of this Agreement, (ii) the date of delivery by Diocese to CFX of the fully executed

Realignment Project Construction Contract which has been reviewed and approved by CFX prior to Diocese's execution thereof as set forth in Section 3 of this Agreement; and (iii) delivery to CFX of both the Diocese's current IRS Form W-9 and the Escrow Agent's wire transfer instructions, CFX shall pay by wire transfer to Baker & Hostetler LLP ("**Escrow Agent**") (i) the Prepaid Realignment Cost Reimbursement and (ii) the balance of the Approved Project Costs to secure funding the Diocese's performance of the obligations pursuant to this Agreement, (together, the "**CFX Realignment Cost Escrow Amount**"), which shall be held and disbursed by Escrow Agent pursuant to the terms of an escrow agreement between CFX, Diocese and Escrow Agent substantially in the form attached hereto as Exhibit "E", (the "**Realignment Escrow Agreement**") entered into on even date herewith. The Realignment Escrow Agreement shall provide for disbursement to Diocese of the Prepaid Realignment Cost Reimbursement promptly following the full execution thereof by Diocese, CFX, and the escrow agent defined therein and contain a monthly draw schedule providing for disbursements to Diocese following Diocese's submittal of Development Professional invoices to CFX and the escrow agent defined therein and CFX's approval thereof, and further subject to such other reasonable terms as mutually agreed by the Parties as set forth therein. The Realignment Escrow Agreement shall also provide that the un-utilized Realignment Costs, including all accrued interest on such CFX Realignment Cost Escrow Amount, shall be refunded to CFX within sixty (60) days after Completion of the Realignment Project.

9. CFX's Right of Step in to Complete the Realignment Project. Delivery and Completion of the Realignment Project on or before the Completion Date is of critical importance to CFX and a material condition of this Agreement. Therefore, the progress of construction shall be diligently monitored and managed by Diocese throughout construction and for the term of this Agreement and communicated to CFX throughout the term of this Agreement as set forth herein. Diocese must provide CFX with written, reasonably detailed construction updates with estimates of milestone completion at least once per calendar month, with the first update due on or before November 1, 2026, and continuing each month thereafter during the term of this Agreement. In the event that CFX determines, in its sole discretion, that Diocese cannot or will not Complete all of the Realignment Project by the Completion Date, then upon thirty (30) days' written notice to the Diocese, CFX shall have the right, but not the obligation, to step in and assume all of the Diocese's rights and obligations under the Realignment Project Construction Contract to perform the Realignment Project and to assume all of the rights of Diocese pursuant to the Realignment Escrow Agreement to receive payment for and recover all construction costs to Complete the Realignment Project. The Realignment Project Construction Contract shall expressly authorize CFX to step in to all of Diocese's rights and obligations thereunder at any time and provide for the above referenced assumption by CFX to take effect on the date which is thirty (30) days after CFX delivers its written notice as set forth above (such notice to be self-effectuating) without the requirement of any additional action or consent by the applicable Development Professional or Diocese. Upon CFX's assumption of the Diocese's rights and obligations as set forth above, CFX agrees to use commercially reasonable efforts to Complete the Realignment Project as soon as reasonably practicable. Diocese hereby grants and shall deliver as may be necessary to CFX in CFX's reasonable discretion a temporary, non-exclusive construction easement over such portions of the Diocese Property as may be reasonably required for CFX to Complete the Realignment Project, including but not limited to the Fee Parcel and Stormwater Parcels. Thirty (30) days from

Completion of the Realignment Project, the temporary construction easement over the Diocese Property shall automatically terminate.

10. CFX Approval Rights. CFX shall have the following rights of approval over the Realignment Property and Realignment Project:

(a) **Plans and Specifications.** No construction of the Realignment Project shall commence until Diocese has submitted to CFX, and CFX has approved in writing, complete Realignment Project Plans, specifications, drawings, design calculations, geotechnical reports, drainage and stormwater management reports, maintenance of traffic plans, and all other design documents for the Realignment Project as reasonably required by CFX ("**Plans and Specifications**"), with the Diocese's authority to commence construction confirmed in writing by CFX. CFX's review and approval shall be conducted in accordance with the then-current applicable design standards and construction standards. **Any material modification, revision, or Change Order affecting the Realignment Project Plans, including but not limited to Realignment Project Plans, the scope of the Realignment Project, the alignment of the Realignment Project, or the drainage characteristics of the Realignment Project shall require CFX's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed except with respect to matters affecting the safety, integrity, operation, or capacity of the roadway system, as to which CFX's approval may be granted or withheld in CFX's sole and absolute discretion.**

(b) **Contractors and Consultants.** Diocese shall submit to CFX for its reasonable prior written approval the identity and qualifications of any other general contractor, engineer of record, construction and engineering inspection ("**CEI**") firm, and any subcontractor intending to perform work on or directly affecting the Realignment Project. CFX may require that any such party meet applicable prequalification standards then in effect.

(c) **Permits.** Diocese shall apply for and obtain all permits, licenses, and other governmental approvals required for the Realignment Project with the Realignment Project Plans as approved by CFX and shall provide copies of all such permits, licenses, and approvals to CFX prior to commencing the affected work. CFX's approval of any Realignment Project Plans or other submittal shall not constitute, and shall not be deemed to substitute for, any permit required from any other governmental authority. Diocese shall be solely responsible for ensuring that the Realignment Project complies with any and all governmental or quasi-governmental codes, rules or regulations that apply to the Realignment Project, including but not limited to the Americans with Disabilities Act of 1990 (P.L. 101-336, 42 U.S.C. Section 1201, et seq.) and regulations promulgated thereunder, as amended. If any changes to the Realignment Project Plans are required by any governmental authority ("**Governmental Changes**"), Diocese shall promptly notify CFX in writing of the required change. All such Governmental Changes shall be subject to the reasonable approval of CFX. Diocese and CFX shall each negotiate in good faith to agree upon a Change Order which incorporates the required Governmental Changes. Throughout the process of obtaining the necessary permits and approvals, each party shall

act diligently and in good faith and shall cooperate with the other and with the applicable governmental authorities as may be reasonably required.

(d) **CFX Liability for Review and Inspection.** CFX's review and approval rights under this Section 10 are for CFX's sole benefit, and no approval, review, comment, or inspection by CFX shall (A) relieve Diocese, its Development Professionals, or any other of Diocese's contractors or consultants of any obligation under this Agreement, (B) constitute a representation or warranty by CFX as to sufficiency, accuracy, legality, or adequacy of any Realignment Project Plans or work, or (C) create any liability on the part of CFX to Diocese, its Development Professionals, or any other of Diocese's contractors or consultants, or any third party.

11. CFX Inspection Rights. CFX shall have the right to inspect the Realignment Property and Realignment Project as follows:

(a) **Right of Entry.** CFX, and its officers, employees, agents, consultants, and contractors (collectively, the "**CFX Representatives**"), shall have the right, upon reasonable prior notice to Diocese as set forth in this Agreement or to Diocese's designated project manager as expressly authorized by Diocese to CFX in writing, to enter upon the site of the Realignment Project and any related construction staging, storage, or work areas at any time, with or without prior notice, for the purpose of observing, inspecting, photographing, videotaping, sampling, and testing the work, the materials incorporated or to be incorporated therein, and the means and methods of construction.

(b) **Cooperation.** Diocese shall, and shall cause its agents, contractors, and consultants to, fully cooperate with CFX Representatives in the exercise of CFX's inspection rights, including by providing safe access, personal protective equipment if required, copies of submittals, mix designs, test reports, daily reports, inspector reports, surveys, materials certifications, and any other documentation promptly upon reasonable request by CFX.

(c) **Stop-Work Authority.** CFX shall have the right, but not the obligation, to issue a written stop-work order with respect to any portion of the Realignment Project that, in CFX's reasonable judgment, (A) is not being performed in accordance with the approved Realignment Project Plans, (B) presents an imminent threat to the safety, integrity, operation, or capacity of the roadway system, or (C) is being performed by a party not approved by CFX. Diocese shall, and shall cause its agents, contractors, and consultants to, promptly comply with any stop-work order and shall not resume the affected work until CFX has issued written authorization to do so. Diocese shall not be entitled to any extension of time, increase in compensation, or other relief from CFX on account of any stop work order properly issued under this provision.

(d) **No Duty.** CFX's inspection rights are for CFX's sole benefit. CFX has no duty to Diocese, its contractors, or any third party to conduct any inspection, to discover any defect or nonconformance, or to identify and report any condition. The exercise or non-exercise of CFX's inspection rights shall not (A) relieve Diocese or its contractors or

consultants of any obligation under this Agreement, (B) constitute acceptance of any work, or (C) waive any right or remedy of CFX.

12. CFX Audit Rights. The Parties agree to the following recordkeeping requirements that CFX may audit, as follows:

(a) **Books and Records.** Diocese shall maintain, and shall cause its contractors and consultants to maintain, complete and accurate books, records and documentation relating to the Realignment Project, including without limitation contracts, subcontracts, purchase orders, Change Orders, invoices, payment records, lien waivers, cost records, schedule documentation, correspondence, submittals, inspection and test reports, materials certifications, payroll records (to the extent permitted by law), and all other documents reasonably related to the design, construction, cost, schedule, and performance of the Realignment Project (collectively, the “**Project Records**”).

(b) **Retention.** Diocese shall retain, and shall cause its contractors and consultants to retain, the Project Records for a period of not less than five (5) years following CFX’s final acceptance of the Realignment Project, or such longer period as may be required by applicable law or any pending claim, audit, or litigation. As required under Fla. Stat. §§ 119.021(2)(b) & 257.36(6), Diocese and its agents shall retain any material prepared in connection with official business of the Realignment Project which is intended to perpetuate, communicate, or formalize knowledge of some type in accordance with retention schedules established by the Division of Library and Information Services of the Department of State, codified in Chapters 1B-24 and 1B-26, Florida Administrative Code.

(c) **Audit.** CFX and CFX’s auditors, accountants, attorneys, and other representatives, shall have the right, upon reasonable prior written notice (which shall not be required in the event of suspected fraud or in connection with any pending dispute), to inspect, audit, copy, and make extracts from the Project Records, during normal business hours at the location where the Project Records are customarily maintained, or, at CFX’s election, by electronic delivery, which shall be delivered to CFX as requested by CFX within ten (10) days thereafter. Diocese shall cause its contractors and consultants to make their personnel reasonably available to respond to questions from CFX in connection with any audit.

(d) **Flow-Down.** Diocese shall include in each contract with a contractor or consultant performing or providing labor, material, equipment, services, or work related to the Realignment Project, and shall require each such contractor or consultant to include in each subcontract, provisions substantially equivalent to this Paragraph 12, running for the benefit of CFX as an intended third-party beneficiary.

(e) **Cost of Audit; Overcharges.** CFX shall bear the cost of any audit conducted under this subsection except that if any audit discloses (A) an overcharge, overpayment, or unauthorized charge exceeding five (5%) percent of the amount audited, or (B) any material noncompliance with this Agreement, Diocese shall, within thirty (30) days following receipt of written request by CFX, reimburse CFX for the reasonable cost of the audit and shall promptly refund or credit any overcharge, overpayment, or

unauthorized charges, together with interest at the statutory rate from the date of original payment.

13. **Public Records.** Per Fla. Stat. § 119.0701(1), “[c]ontractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under § 119.011(2). Diocese acknowledges that it and its agents are contractors for purposes of the Realignment Project.

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

In accordance with Fla. Stat. § 119.0701, Diocese and its agents, when acting on behalf of CFX, shall, as required by Florida law:

(i) Keep and maintain public records required by CFX to perform the Realignment Project.

(ii) Upon request from CFX’s custodian of public records, provide CFX with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or otherwise provided by law.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Diocese does not transfer the records to CFX.

(iv) Upon completion of the Agreement, transfer, at no cost, to CFX all public records in possession of Diocese and its agents or keep and maintain public records required by CFX to perform the Realignment Project. If Diocese and its agents transfer all public records to the public agency upon completion of the contract, they shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Diocese and its agents keep and maintain public records upon completion of the contract, they shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

14. Insurance. Diocese agrees to obtain and maintain during the Term, at its sole cost and expense, and shall cause each of its contractors, Development Professionals, and CEI to obtain and maintain during the Term, insurance coverage in the following minimum amounts:

- (a) Commercial General Liability with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such insurance shall include contractual liability, personal injury protection and completed operations coverage (including coverage for the indemnity clauses provided by contractor).
- (b) Commercial Automobile Liability covering owned, hired and non-owned vehicles with limits of \$1,000,000.00 combined single limit each occurrence.
- (c) Follow Form Excess liability (umbrella) insurance, with coverage as broad as or broader than the Underlying Commercial General Liability and Commercial Automobile Liability policies with limits of \$4,000,000.00 or greater;
- (d) Workers' compensation insurance covering all employees in an amount required by applicable laws.
- (e) Employer's Liability coverage with the following limits:
 - (i) Bodily Injury By Accident (Each Accident) \$1,000,000.00
 - (ii) Bodily Injury By Disease (Policy Limit) \$1,000,000.00
 - (iii) Bodily Injury By Disease (Each Employee) \$1,000,000.00
- (f) Personal property insurance coverage for tools and equipment brought onto and/or used on the Realignment Property in an amount equal to the replacement costs of all such tools and equipment.

The insurance described above shall be obtained without liability on the part of CFX for premiums, and the insurance described in items (a), (b), and (c) above shall include any Parties specified by CFX as additional insureds. Each of the above policies will be primary and non-contributory with respect to any policies carried by any additional insured. Any coverage carried by CFX shall be excess insurance. Such insurance shall be placed with reputable insurance companies licensed or authorized to do business in the state in which the Realignment Property is located and have a minimum Best's rating of A-/VII. Satisfactory evidence of coverage shall be provided prior to entry onto the Realignment Property.

15. Purchase and Sale of Realignment Property. Diocese and CFX acknowledge and agree that as additional material consideration for the construction and funding of the Realignment Project as set forth in this Agreement, Diocese shall grant, sell, and convey to CFX and CFX shall purchase and accept from Diocese the Realignment Property on the terms as set forth in the Purchase and Sale Agreement attached hereto as **Exhibit "F"** and incorporated by reference herein ("**Purchase and Sale Agreement**").

16. Term of Agreement. The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall terminate on the Completion of the Realignment Project, payment of all Realignment Costs in accordance with the terms of this Agreement and the Realignment Escrow Agreement, and satisfaction of the obligations of the Parties herein and in the Realignment Escrow Agreement, as confirmed in a writing signed by the authorized representative(s) of Diocese and the Executive Director of CFX (or the Executive Director of CFX’s authorized designee). Upon the expiration or earlier termination of this Agreement pursuant to the terms of this Agreement, the Parties shall have no rights or obligations hereunder except for provisions set forth herein that, by their nature, contemplate performance or enforcement after expiration or other termination of this Agreement or which expressly survive expiration or other termination of this Agreement.

17. Default Remedies.

(a) If Diocese fails to provide a final draft form of Realignment Project Construction Contract as and when required by Section 3 of this Agreement or fails to enter into the approved form of Realignment Project Construction Contract as and when required by Section 4 of this Agreement and shall fail to cure such default within ten (10) days following written notice from CFX, Diocese shall be in material breach of this Agreement. In such event, CFX shall have the immediate, unconditional right, without first bringing or exhausting any other legal or equitable remedy, to bring an action for specific performance and to compel both: (i) Diocese’s transfer to CFX of the complete Realignment Project Plans in all forms of media held by or within the reasonable control of Diocese, including all rights and interests of the Diocese thereto, in exchange for CFX’s payment to Diocese of the reasonable design engineering, planning, consulting (other than legal counsel) and permitting costs incurred by Diocese in the preparation thereof; and (ii) the Conveyances by Diocese to CFX (or its designee) set forth in Section 15(a) in exchange for payment by CFX of the amount of **Seven Million Seven Hundred Sixteen Thousand Two Hundred and NO/100 Dollars (\$7,716,200.00) (“Default Purchase Price”)**, plus reasonable fees to Diocese’s appraiser and professional consultants (other than legal counsel) utilized exclusively to the extent in furtherance of the negotiation and consummation of the sale/purchase of the Realignment Property, which Default Purchase Price shall be paid by CFX. Such payment for the Conveyances shall be subject to deduction to the extent of any unpaid liens or other encumbrances affecting the Fee Parcel so as to clear such encumbrances from CFX’s title. Following the consummation of the Conveyances and CFX’s assumption of the Realignment Project and Completion of construction of the Realignment Project, (i) Diocese shall be entitled to an award of reasonable attorneys’ fees exclusively for the negotiation and consummation of the Conveyances, in the court’s sole discretion, specifically excluding any attorneys’ fees with respect to the Realignment Project or negotiation or consummation of this Agreement; and (ii) CFX shall be entitled to an award of reasonable costs and expenses incurred as a result of Diocese’s breach of Section 3 or 4 of this Agreement as set forth in this Section 17(a), including but not limited to: all additional costs and expenses in connection with assuming Diocese’s responsibility to perform the Realignment Project as set forth in this Agreement and toward commencing and Completing construction of the Realignment Project; costs and expenses associated with transferring any permits and permit applications to CFX; costs and expenses of negotiating and entering into a construction contract to perform the Realignment Project,

but only to the extent such total additional costs, actually paid by CFX to third parties, exceeds the Approved Project Costs set forth in Section 8(e), plus CFX's reasonable attorneys' fees incurred in connection with all of the foregoing, including collection of such additional costs. The Parties acknowledge and agree that Diocese's agreement to enter into the Realignment Project Construction Contract upon satisfaction of all conditions precedent and within the time frame set forth in this Agreement is a material condition to this Agreement and therefore, the remedy set forth in this Section 17(a) is a reasonable remedy to compensate CFX for Diocese's failure to perform as set forth in this Section 17(a). This Agreement shall terminate upon the consummation of both of the conveyances set forth in subsections 17(a)(i) and (ii) above, provided that the remedies set forth in this Section 17(a) shall survive such termination.

(b) In the event that a Party shall default in its obligations pursuant to the terms referenced in this Section 17(b) (i)-(vi) below, and shall fail to cure such default within ten (10) days following written notice from the other Party, such defaulting Party shall be in material breach of this Agreement. In such event, the non-defaulting Party shall have the right to specific performance and to the following additional remedies:

(i) In the event of failure by CFX to reasonably and timely approve or deny valid Change Orders as set forth in Section 2, Diocese shall have the right to collect any and all delay damages, additional costs or charges rightfully due to the contractor, sub-contractors, Development Professionals, attorneys' fees and costs as a result of such delayed processing of the Change Order.

(ii) In the event of failure by Diocese to reasonably and timely approve a valid change to the Plans and Specifications by CFX or obtain a proposed Change Order reflecting same as set forth in Section 2, CFX shall have the right to recover any and all delay damages, additional costs or charges rightfully due to the contractor, sub-contractors, Development Professionals, attorneys' fees and costs as a result of such delayed processing and approval of the proposed change.

(iii) In the event of failure by CFX to reasonably and timely approve the final terms and conditions of the Realignment Project Construction Contract as set forth in Section 4, (aa) the Completion Date shall be extended day for day for each day after October 20, 2026, that CFX has not approved the Realignment Project Construction Contract, and (bb) Diocese shall have the right to collect from CFX any and all additional or increased costs or charges due to the extent such delay was caused by CFX which impact commencement of construction of the Realignment Project (to the extent such costs impact the Realignment Project Construction Contract Cost beyond the sum available to charge against the Realignment Contingency).

(iv) In the event of failure by CFX to timely pay the CFX Realignment Cost Escrow Amount to the Escrow Agent pursuant to Section 8(f), (aa) the Completion Date shall be extended day for day for each day after October 20, 2026, that CFX has not submitted the CFX Realignment Cost Escrow Amount to the Escrow Agent after the date due, and (bb) Diocese shall have the right to collect

from CFX any and all additional or increased costs or charges directly due to such delay which impact commencement of construction of the Realignment Project (to the extent such costs impact the Realignment Project Construction Contract Cost beyond the sum available to charge against the Realignment Contingency).

(v) In the event CFX unreasonably objects to a valid and complete draw request by Diocese pursuant to the Realignment Escrow Agreement (aa) the Completion Date shall be extended day for day for each day that the project schedule is delayed due to the failure of CFX to approve or reasonably object to the draw request by the date due, and (bb) Diocese shall have the right to collect from the Escrow Funds any and all additional costs, charges, and damages resulting from such unreasonable objection which are validly payable by Diocese based on the terms of the Realignment Project Construction Contract; provided, however, that to the extent such additional costs, charges, and damages exceed the Approved Project Costs, then CFX shall be responsible for such additional costs, charges, and damages.

(c) Except as set forth in Section 17(a), and in addition to CFX's right to step into the Realignment Project Construction Contract and receive disbursement of Realignment Costs pursuant to the Realignment Escrow Agreement as set forth in Section 9 of this Agreement (if applicable), and except as set forth in Section 17(b), if either Party defaults in the observance or performance of any of its other respective covenants and obligations under this Agreement, then the non-defaulting Party shall be entitled to file an action against the defaulting Party to recover actual costs incurred directly resulting from such default as well as for specific performance to enforce the other Party's obligation. Notwithstanding anything else herein to the contrary, in no event will either Party be liable to the other for any consequential, punitive, or exemplary damages, including but not limited to lost profits, penalties, or costs attributable to other contracts or obligations unrelated to the Realignment Project, and any claim or right to seek or recover any such damages is hereby expressly waived. The provisions of this Section shall survive termination of the Agreement.

18. Notice and Opportunity to Cure. Prior to declaring a default and exercising the remedies described herein, the non-defaulting Party shall issue written notice of default to the defaulting Party describing the event or condition of default in sufficient detail to enable a reasonable person to understand the default and determine the action necessary to cure the default. If the default is the non-payment of money, the defaulting Party shall have ten (10) days from receipt of the notice in which to cure the default. If the default is other than for: (i) the non-payment of money; (ii) the failure to Complete all of the Realignment Project by the Completion Date; or (iii) the Diocese's failure to enter into the approved form of Realignment Project Construction Contract as and when required by Section 4 of this Agreement (which such default stated in this subsection (iii) shall be subject to Section 17(a)), the defaulting Party shall have thirty (30) days from receipt of the notice to cure such default; provided, however, if such default cannot be reasonably cured within such thirty (30) day period, the defaulting Party shall have a longer period of time to cure such default, so long as the defaulting Party commences to cure such default within said thirty (30) day period and diligently and continuously proceeds to final cure of such default within a reasonable period of time. If the default has not been cured within the period

provided above, or in the case of a default other than for the non-payment of money, if the cure is not commenced within the period provided above or is not diligently and continuously pursued to completion within a reasonable period of time, or in the event the defaulting Party defaults under the same obligation more than two (2) times during the Term of this Agreement, the non-defaulting Party may exercise the rights and remedies described herein.

19. Non-Terminable Agreement. No default under this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies set forth in this Agreement which any Party may have against the other Party by reason of such defaulting Party's default under this Agreement.

20. Notices. Any notice which must or may be given to Diocese, CFX, or any successor or assign of any of the foregoing, under the provisions of this Agreement, shall be in writing, and shall be deemed to have been given one (1) day after the date deposited in Federal Express or other nationally recognized courier service that guarantees delivery on the following day that is not a legal holiday, or five (5) days after the date deposited in the United States Mail, certified or registered, postage prepaid, or when transmitted by facsimile or e-mail transmission to Diocese or CFX and addressed, with regard to Diocese and CFX, as follows:

If to Diocese:	Diocese of Orlando Attn: Bishop of the Diocese of Orlando 50 East Robinson Street Orlando, Florida 32801 Email: sfergerson@orlandodiocese.org
With a copy to:	Baker & Hostetler LLP Attn: Alberto S. Bustamante III 200 S Orange Avenue, Suite 2300 Orlando, Florida 32801 Email: abustamante@bakerlaw.com
If to CFX:	Central Florida Expressway Authority Attn: Glenn Pressimone, Chief of Infrastructure 4974 ORL Tower Road Orlando, Florida 32807 Email: Glenn.Pressimone@cfxway.com
With copies to:	Central Florida Expressway Authority Attn: General Counsel's Office 4974 ORL Tower Road Orlando, Florida 32807 Email: general.counsel@cfxway.com

and

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

Any Party may change its address for notices by serving on the other Party a notice that provides the new address.

21. Headings. The headings of the sections of this Agreement are for convenience only and in no way limit or affect the terms or conditions of this Agreement.

22. Counterparts. To facilitate execution, this Agreement may be executed in counterparts. It shall not be necessary that the signature on behalf of both of the Parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

23. Third Parties; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided however, neither Party may assign or transfer its rights and duties under this Agreement without the other Party's prior written consent, which consent may be granted or withheld in such other Party's sole discretion. The Parties acknowledge that during the construction of the Realignment Project, the Diocese may sell the Diocese East Parcel, in which case, the purchaser of the Diocese East Parcel may assume and perform the Diocese East Parcel Construction.

24. Written Approval. Unless otherwise specified in this Agreement, all approvals and consents hereunder must be requested in writing by the Party seeking such approval or consent to the other Party, and all approvals or consents shall not be effective unless in writing. Additionally, the Parties acknowledge and agree that except as otherwise expressly set forth herein, wherever a Party's approval is required hereunder, said approval shall not be unreasonably withheld, conditioned, or delayed.

25. Non-Waiver. A failure of a Party to enforce at any time any term, provision, or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. In no way whatsoever shall a waiver of any term, provision or condition of this Agreement be valid unless in writing, signed by the waiving Party, and only to the extent expressly set forth in such writing.

26. Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate entity and no Party shall have the right to act as an agent for the other Party unless expressly authorized to do so herein or by separate instrument signed by the Party to be charged.

27. **Entire Agreement; No Further Obligations.** This Agreement and the Exhibits hereto, and the Realignment Escrow Agreement and exhibits thereto, constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and supersede any and all prior agreements, commitments, undertakings or understandings among the Parties, whether written or oral, with respect to the subject matter hereof. To be effective, any modification and/or amendment to this Agreement must be in writing and executed by an authorized representative of each of the Parties. To the extent any terms of this Agreement conflict with or contradict terms in the Prospective Action Plan or any other agreement between Diocese and CFX, the terms of this Agreement control.

28. **Applicable Law.** This Agreement shall be executed, construed and enforced in accordance with Florida law, excluding those laws dealing with conflicts of laws. Venue for any dispute between the Parties with regard to this Agreement and the subject matter hereof shall lie only in Orange County, Florida.

29. **Joint Preparation.** The Parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto.

30. **Jury Waiver.** Each Party hereto, and its successors and/or assigns, hereby voluntarily, intentionally, irrevocably, and forever waive the right it may have to a trial by jury in respect of any litigation based hereon or arising out of, under, or in connection with this Agreement and the subject matter hereof.

31. **Attorneys' Fees.** In the event of any litigation, arbitration, or other proceeding arising out of or relating to this Agreement, each party shall bear its own attorneys' fees, costs, and expenses, including but not limited to expert witness fees, court costs, and any other litigation-related expenses, regardless of which party prevails.

32. **Severability.** If any clause or provision of this Agreement is deemed by a court of law illegal, invalid, or unenforceable under any present or future law, the remainder of this Agreement shall not be affected thereby. It is the express intention of the Parties that if any such clause or provision is held to be illegal, invalid, or unenforceable, there shall be added in lieu thereof a clause or provision as similar in terms to such clause or provision as is possible and still be legal, valid, and enforceable.

33. **Time is of the Essence.** Time is of the essence of each and every obligation of this Agreement.

34. **Estoppel Letters.** Within fifteen (15) business days after written request, each Party, or their respective successors and assigns, agrees to execute a commercially reasonable form of estoppel from time to time as requested by any of the other Party subject to this Agreement stating whether the requesting Party and its property comply with matters set forth in this Agreement, whether any sums are due such Party from the requesting Party, and any other reasonable terms as may be requested by the requesting Party.

35. **Force Majeure.** In the event that either Party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of causes beyond

the reasonable control of the Party whose performance is delayed, such as weather, acts of God, strikes, lock-outs, labor troubles, inability to procure materials, service or financing, failure of power, restrictive governmental laws or regulations, inability to obtain permits, riots, insurrection, public demonstrations or protests, war, or other reasons of a like nature without limiting the same, then the delayed Party shall deliver prompt written notice of such event to the other Party hereto, and the performance of any such act shall be extended for a period equivalent to the period of such delay.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURES CONTAINED ON THE FOLLOWING PAGES.

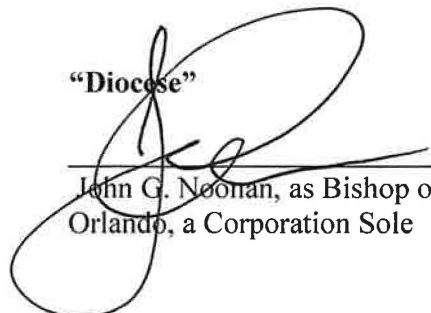
IN WITNESS WHEREOF, CFX and Diocese have caused this Development and Construction Agreement to be executed as of the dates set forth below.

WITNESSES:


Print Name: DAVID R DOVIERY

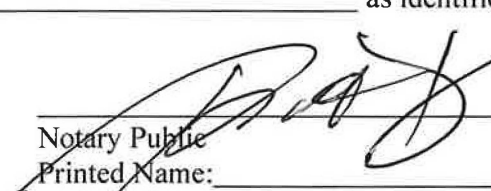

Print Name: Scott Ferguson

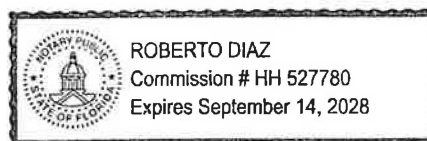
"Diocese"


John G. Noonan, as Bishop of the Diocese of Orlando, a Corporation Sole

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 4 day of September, 2026, by John G. Noonan, as Bishop of the DIOCESE OF ORLANDO, a corporation sole, on behalf of the organization. He is ☒ personally known to me OR ☐ produced _____ as identification.


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



[Diocese's Signature Page to Development and Construction Agreement]

Signed, sealed, and delivered
in the presence of:

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Print Name: _____

By: _____
Buddy Dyer, Chairman

Print Name: _____

Date: _____

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

Approved as to form and legality for the
exclusive reliance of the Central Florida
Expressway Authority.

DINSMORE & SHOHL, LLP

By: _____
Leslie A. Evans
Right of Way Counsel

Date: _____

STATE OF FLORIDA)
COUNTY OF ORANGE)

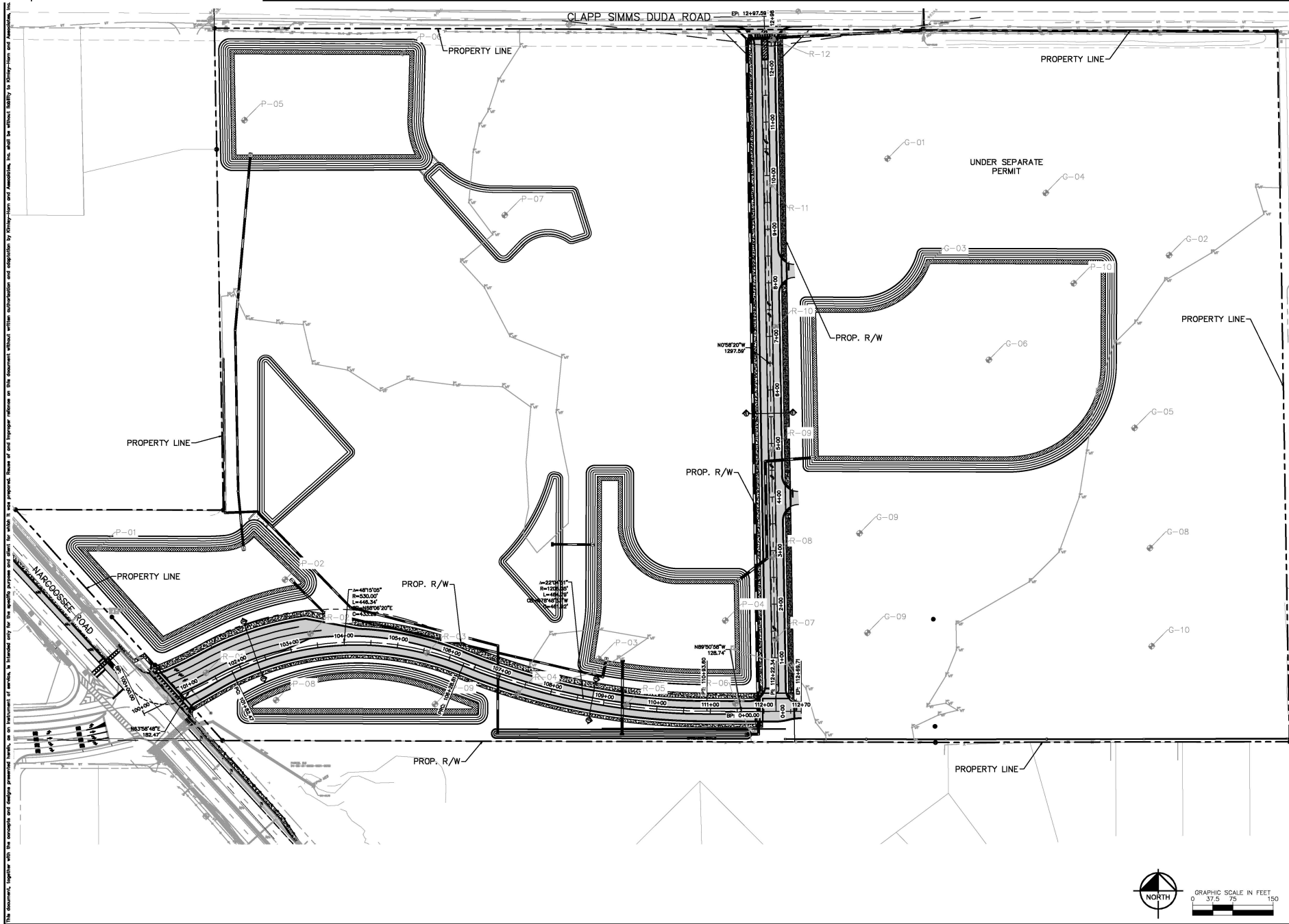
The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization on this ____ day of _____, 2026, by Buddy Dyer, as Chairman
of the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, on behalf of the organization. He
is personally known to me OR produced _____ as identification.

NOTARY PUBLIC

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

[CFX’s Signature Page to Development and Construction Agreement]

Attachment D

[illegible]

D.2

MEMORANDUM

TO: CFX Right-of-Way Committee Members

FROM: Leslie A. Evans [Leslie A. Evans](#)
Leslie A. Evans (Sep 15, 2026 13:59:19 EDT)
Right of Way Counsel
Dinsmore & Shohl, LLP

DATE: September 11, 2026

RE: Proposed Real Estate Purchase and Sale Agreement between the Housing Authority of the City of Orlando and the Central Florida Expressway Authority for the sale of surplus real property Parcel Nos.: 312-1 Part A and 312-2 Part A of Project 408-312B

Dinsmore & Shohl, LLP, as Outside Counsel, seeks a recommendation from the Right-of-Way Committee that the Board approve the proposed Real Estate Purchase and Sale Agreement between the Housing Authority of the City of Orlando (“OHA”) and the Central Florida Expressway Authority (“CFX”), for the sale of CFX surplus real property to OHA.

BACKGROUND AND DESCRIPTION

Following the completion of Project 408-312B at Hicks Avenue, CFX designated Parcel Nos. 312-1 Part A and 312-2 Part B, as further described and depicted in **Attachment B** attached hereto (the “Property”), as surplus real property. The Property comprises approximately 2.77 +/- acres of vacant, undeveloped land. OHA desires to purchase the Property from CFX on the terms as set forth in the proposed Real Estate Purchase and Sale Agreement (the “Agreement”) attached as **Attachment A**.

The negotiated purchase price for the Property in the proposed Agreement is One Million Eight Hundred Ten Thousand and No/100 Dollars (\$1,810,000.00), the Property’s fair market value pursuant to the certified appraisal report prepared by Pinel & Carpenter, Inc. (the “Purchase Price”). In exchange for CFX selling the Property to OHA at the Purchase Price without public bid, OHA agrees to accept title to the Property subject to:

- (1) a use restriction which obligates OHA to:
 - (i) complete construction of affordable housing units on the Property within five
 - (5) years after taking title to the Property; and

(ii) use the Property exclusively for affordable housing purposes for a period of five (5) years after it completes construction; and

(2) a right of first refusal (“**ROFR**”) in favor of CFX which remains in effect for five (5) years after completion of construction of the affordable housing units.

The Agreement provides for the transaction to close on the date which is ninety (90) days after OHA has satisfied all of its conditions precedent necessary to purchase the Property, but no later than fifty-four (54) months after the date of the Agreement. Under the Agreement, each party is responsible for its own attorney’s fees, expert fees, and costs, and OHA is responsible for its title and survey due diligence costs, the cost of the title insurance premium, and preparation and recordation of the deed and other closing documents.

REQUESTED ACTION

A recommendation that the CFX Board (i) approve the proposed Real Estate Purchase and Sale Agreement between OHA and CFX; and (ii) authorize the Executive Director or designee to execute all documents necessary to complete the transaction, subject to approval of the legal descriptions by CFX’s General Engineering Consultant and to any minor or clerical revisions approved by the General Counsel or designee.

ATTACHMENTS

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

Attachment A

REAL ESTATE PURCHASE AND SALE AGREEMENT
(Project: 408-312B; Parcels: 312-1 Part A and 312-2 Part A)

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made and entered into as of the Effective Date (as hereinafter defined), by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“**Seller**”) and **HOUSING AUTHORITY OF THE CITY OF ORLANDO, FLORIDA**, a body public and politic existing under the laws of the State of Florida, whose address is 390 North Bumby Avenue, Orlando, Florida 32803, Attn: Vivian Bryant (“**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 Orange County, Florida consisting of: (i) Seller’s Parcel 312-1 Part A containing approximately 1.654 acres and (ii) Seller’s Parcel 312-2 Part A containing approximately 1.12 acres, together comprising approximately 2.77 +/- total acres of land, or 120, 661 square feet, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”); and

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

NOW, THEREFORE, for and in consideration of the sum 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 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**

(a) Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, all of Seller’s right, title, and interest in, to, and under the Property, together with: (i) all tenements, hereditaments, and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings, and fixtures, if any, situated thereon, and (iii) any transferable permits, approvals, authorizations, and licenses relating to or affecting the Property, but only to the extent applicable to the Property all of the foregoing to the extent permitted by law to be conveyed, in the manner and upon the terms and conditions set forth in this Agreement.

(b) Purchaser acknowledges and agrees that, as a material condition of this transaction, the deed conveying title to the Property shall include language stating that in consideration for the sale, transfer, and conveyance of the Property to Purchaser without public bid, Seller conveys the Property to Purchaser subject to: (i) a deed restriction with a right of re-entry, substantially on such terms as are more particularly set forth in **Exhibit “C”** attached hereto

and incorporated herein by this reference (the “**Deed Restriction**”); and (ii) a right of first refusal for Seller to re-acquire the Property, on such terms as are more particularly set forth in **Exhibit “C”** (“**ROFR**”).

(c) Purchaser agrees that such Deed Restriction and ROFR constitute a material condition of Seller’s conveyance of the Property and that without this Deed Restriction and ROFR the sale of the Property to Purchaser would not be made. Purchaser further agrees not to take any action, or omit to take any action, that would cause a breach of the Deed Restriction or ROFR.

3. Purchase Price and Method of Payment. The purchase price to be paid by Purchaser to Seller for the Property shall be One Million Eight Hundred Ten Thousand and No/100 Dollars (\$1,810,000.00) (“**Purchase Price**”). The Purchase Price shall be paid as follows:

(a) A deposit in the amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) (the “**Deposit**”) will be given to Mercantile Title Agency, Inc. (“**Escrow Agent**”) within ten (10) business days of the Effective Date of this Agreement, said deposit to be paid by wire transfer to the Escrow Agent’s order, which will be deposited in Escrow Agent’s non-interest bearing trust account and the Deposit will be applied to the Purchase Price at Closing or otherwise disbursed as provided in this Agreement.

(b) The balance of the Purchase Price, together with any additional funds as may be necessary to pay Purchaser’s share of closing costs and prorations hereunder, shall be paid by Purchaser to Escrow Agent by wire transfer of immediately available funds at Closing (as hereinafter defined).

(c) Purchaser and Seller acknowledge and agree that the above-stated Purchase Price based on an appraisal of the Property will be held by Seller through and until the initial outside Closing Date stated in **Section 8(a)** below so to allow Purchaser to close on its purchase of the Property by the Closing Date on the terms set forth in this Agreement. The above-stated Purchase Price will expire and be of no further force or effect as of 5:00 p.m. Eastern Time on such initial outside Closing Date. Any extension of the Closing Date shall require an updated fair market value appraisal of the Property by a licensed appraiser selected in Seller’s sole discretion, with such valuation being current as of the new Closing Date, and in any event the date of valuation shall be no earlier than the initial outside Closing Date set forth in this Agreement, and the updated fair market value of the Property stated in the updated appraisal report shall then constitute the Purchase Price for the Property.

4. Survey and Title Matters.

(a) Survey. Unless otherwise waived by Purchaser in writing, Purchaser shall, at its expense, cause a boundary survey (the “**Survey**”) to be prepared within ninety (90) calendar days after the Effective Date. The Survey shall be prepared by a registered surveyor licensed in the State of Florida (the “**Surveyor**”). 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 in all material respects of the graphic depiction of the Property set forth in **Exhibit “A”** attached hereto; (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, Escrow Agent, and 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. Any matters revealed by the survey to which Purchaser objects pursuant to the provisions of subsection (c) below shall be considered title objections and treated pursuant to the provisions of subsection (c) below.

(b) Title Insurance

i. Unless otherwise waived by Purchaser in writing, within thirty (30) calendar days after the Effective Date, Seller, at Purchaser's sole cost and expense, shall cause a national title company, reasonably acceptable to Seller and Purchaser (the "**Title Company**") to issue a title insurance commitment ("**Title Commitment**") covering the Property. 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 if issued (the "**Title Policy**").

ii. Seller shall furnish to Purchaser together with the Title Commitment true, correct, and legible copies of all documents referenced therein as exceptions to title or hyperlinks for downloading thereof. The Title Commitment will initially be based on the legal description of the Property as set forth in Exhibit "A" attached hereto. After the parties have approved the legal description contained on the Survey, if different, Seller shall issue an update or endorsement to the Title Commitment based on the Survey legal description, 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. Purchaser shall have a period of thirty (30) calendar days after receipt of the last of the Survey and the Title Commitment and the documents referred to therein as conditions, exceptions, or reservations to title to the Property (but in no event longer than the Inspection Period described in Section 5 below), to deliver in writing such objections as Purchaser may have to anything contained or set forth on the Survey or in the Title Commitment, which matters shall be referred to herein as "**Title Defects**" (the "**Objection Notice**"). If no Objection Notice is delivered by Purchaser to Seller within said period, the Title Commitment and Survey shall be deemed to be approved by Purchaser and Purchaser shall take title at Closing subject to such matters reflected therein. Any matters set forth in Schedule B -- Section II of Title Commitment or in the Survey to which Purchaser does not timely object shall be referred to collectively herein as the "**Permitted Exceptions**". On or before thirty (30) calendar days following Seller's receipt of the Objection Notice, if any, Seller shall notify Purchaser in writing of any matters set forth in the Objection Notice which Seller intends to cure. Seller's failure to timely deliver the foregoing notice shall be deemed Seller's election not to cure any of the matters set forth in the Objection Notice. If Seller fails to cure, or has refused to cure (or been deemed to have refused to cure), Purchaser's objections within thirty (30) business days after Seller's receipt of the Objection Notice (the "**Seller's Cure Period**"), Purchaser may, as its sole

and exclusive remedy, terminate this Agreement by providing written notice of termination to Seller within ten (10) calendar days after the expiration of Seller's Cure Period, whereupon this Agreement will be terminated, the Deposit will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than Purchaser's indemnities of Seller as provided in this Agreement. If Purchaser fails to terminate this Agreement within that period, Purchaser will be deemed to have approved and waived any objection to the matters contained in the Title Commitment and Survey which have not been cured, with all such matters being deemed "Permitted Exceptions" for the purposes hereof.

(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 and the date of Closing, no new survey or title matter not approved or deemed approved by Purchaser pursuant to this **Section 4** shall have arisen (each a "**New Defect**"), 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. Purchaser shall notify Seller within ten (10) business days after Purchaser becomes aware of any such New Defect, and if Purchaser does not notify Seller of any objection within such ten (10) business day period, Purchaser shall be deemed to have waived any such objection and shall proceed to Closing without any credit or reduction in the Purchase Price as a result of such New Defect. If Purchaser properly and timely notifies Seller of any New Defect, then either Purchaser or Seller shall have the right upon written notice to extend the Closing Date by thirty (30) calendar days to permit Seller to cure such New Defect and Seller shall use its good faith efforts to cure such New Defect prior to the Closing unless said New Defect was caused by an action or inaction 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 \$30,000.00 or commence any legal proceeding in order to effect a cure, unless such New Defect 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 Defect. If Seller is unable or elects not to cure such New Defect, then Purchaser's sole rights shall be to either terminate this Agreement prior to the Closing Date as the same may be extended as provided herein, in which event the Deposit shall be returned to Purchaser, or waive the objection and proceed to Closing without reduction in the Purchase Price.

5. Inspection Period.

(a) Purchaser shall have one hundred eighty (180) calendar 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. In the event Purchaser extends the Inspection Period pursuant to this Section 5, all references in this Agreement to the Inspection Period shall be deemed to mean the Inspection Period as extended.

(b) 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 limited to 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.

(c) Within twenty (20) business days after the Effective Date, Seller shall deliver to Purchaser copies of any surveys, studies, investigations, tests, leases, licenses, title insurance policies, permits, easements, environmental reports and audits, and other similar documents or materials in Seller's possession, custody, or control which may aid Purchaser in its investigation of the Property (collectively, the "**Seller's Due Diligence Materials**"). All of Seller's Due Diligence Materials may be used by Purchaser in such manner as it desires. All such documents and materials shall be delivered without representation or warranty by Seller.

(d) Purchaser and its agents, employees, and contractors shall at all times during the Inspection Period 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. 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.

(e) 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 5, in the event Purchaser does not acquire same.

(f) Prior to entering the Property, Purchaser shall deliver to Seller, and Purchaser shall cause its agents, representatives, and contractors performing any inspection to deliver to Seller, a certificate evidencing commercial general liability insurance coverage against injury, including death, and property damage with a limit of not less than Two Million and No/100 Dollars (\$2,000,000.00) and naming Seller as an additional insured.

(g) To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by 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 or in any manner related to the exercise by Purchaser of Purchaser's right of entry under this **Section 5**, 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 relate solely to the discovery of a pre-existing condition on the Property or

are caused by the Seller's gross negligence or willful misconduct. The foregoing provision shall survive Closing or any termination of this Agreement.

(h) At any time prior to the expiration of the Inspection Period, as it may be extended in accordance with the terms of this Agreement, Purchaser may elect to terminate this Agreement by furnishing written notice thereof to Seller if Purchaser determines, in its sole discretion, 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(b)** above, or any other matter(s) which Purchaser deems relevant, and in such event the Deposit shall be refunded in full to Purchaser, and the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive the termination of this Agreement.

6. Conditions Precedent to Purchaser's Obligation to Close

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

i. Seller shall have delivered to the Escrow Agent a quit claim deed duly executed conveying any and all real property interest Seller has in and to the Property to Purchaser, subject to the Deed Restriction and Permitted Exceptions, in the form attached hereto as **Exhibit B**;

ii. Title Company shall be in a position to issue the Owner's Title Insurance Policy on the Property in accordance with the provisions of **Section 5**;

iii. There shall be no material adverse change in the physical condition of the Property from the conditions existing at the expiration of the Inspection Period, normal wear and tear excepted;

iv. Seller shall have executed and delivered to the Closing Agent such documents as are reasonably required by Purchaser or the Title Company to properly consummate the purchase and sale of the Property as contemplated in this Agreement; and

v. Purchaser shall have obtained, or Seller shall have provided to Purchaser, a recent (dated no older than one (1) year prior to the Effective Date of this Agreement) Phase 1 environmental report on the Property and, if necessitated by the results of the Phase 1 environmental report in Purchaser's reasonable discretion, a Phase 2 environmental report on the Property. If:

(1) the Phase 1 environmental report identifies a potential outstanding environmental issue on the Property, then Purchaser shall, within sixty (60) days after its receipt of the Phase 1 environmental report, deliver written notice to Seller either: (i) providing proof of its purchase order of a Phase 2 environmental report on the Property; (ii) accepting the environmental condition of the Property as described in the Phase 1 environmental report; or (iii) terminating this Agreement, forfeiting the return of its Deposit; provided, however, that if Purchaser delivers its written notice of

termination to Seller prior to the expiration of the Inspection Period, then Purchaser shall receive a return of its Deposit, subject to deduction for the total costs of the Phase 1 environmental report if paid by Seller plus an administrative fee of ten percent (10%) of such costs, which amounts shall be disbursed by Escrow Agent to Seller upon Escrow Agent's receipt of invoice(s) from Seller; and

(2) the Phase 2 environmental report identifies an outstanding environmental issue on the Property that remains unresolved, then Purchaser shall, within sixty (60) days after its receipt of the Phase 2 environmental report, deliver written notice to Seller either: (i) accepting the environmental condition of the Property as described in the Phase 2 environmental report; or (ii) terminating this Agreement and forfeiting the return of its Deposit; provided, however, that if Purchaser delivers its written notice of termination to Seller prior to the expiration of the Inspection Period, then Purchaser shall receive a return of its Deposit, subject to deductions for the total costs of the Phase 1 and Phase 2 environmental reports if paid by Seller plus an administrative fee of ten percent (10%) of such costs, which amounts shall be disbursed by Escrow Agent to Seller upon Escrow Agent's receipt of invoice(s) from Seller.

If Purchaser fails to obtain the Phase 1 environmental report and the Phase 2 environmental report (if such Phase 2 environmental report is desired by Purchaser) within one (1) year following the Effective Date of this Agreement, then Seller shall have the right, but not the obligation, to obtain such Phase 1 environmental report and/or the Phase 2 environmental report (if desired by Purchaser) at Purchaser's expense, and the total costs of the Phase 1 and Phase 2 environmental reports incurred by Seller shall be paid by Purchaser to Seller at Closing; and if Purchaser fails to close, then Seller shall retain all rights to such reports and Purchaser shall forfeit and waive any and all rights to the reports. Otherwise, if Purchaser fails to obtain the Phase 1 environmental report within three (3) years following the Effective Date of the Agreement, or if Purchaser fails to notify Seller as required in **Section 6(a)(v)(1)** or **Section 6(a)(v)(2)**, then Purchaser shall be deemed to have waived the Purchaser's Condition to Close set forth in this **Section 6(a)(v)**; and

vi. Purchaser shall have obtained the funds necessary for Purchaser to pay the balance of the Purchase Price, subject to deductions and credits as set forth in this Agreement, at the Closing, and shall have provided commercially reasonable written evidence of such funds, whether in the form of a bond, grant, loan, or otherwise, to Seller no later than sixty (60) days prior to the Closing Date, with such written evidence of funds in such form as reasonably acceptable to Seller.

vii. Purchaser may at any time or times on or before Closing, at its election, 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.

(b) 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 Escrow Agent shall return to Purchaser the Deposit within ten (10) business days after its receipt of such

termination notice from Purchaser; or (ii) waive any outstanding Conditions to Close and proceed to close and acquire the Property without adjustment to the Purchase Price.

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

(a) Purchaser shall have delivered to the Escrow Agent the Purchase Price as set forth in **Section 3(b)** above, including any necessary additional funding as set forth on the final settlement statement; and

(b) Purchaser shall have executed and delivered to the Closing Agent all documentation necessary or required by Seller or the Title Company to complete the purchase and sale of the Property as contemplated in this Agreement.

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 which is ninety (90) calendar days after the date in which all Purchaser's Conditions to Close have been satisfied or waived, but in any event no later than the date which is fifty-four (54) months following the Effective Date 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 Orlando, Florida office of Dinsmore & Shohl LLP/Mercantile Title Agency, Inc. ("**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. Purchaser hereby waives any objection to Closing Agent's representation of Seller in the preparation of this Agreement or in any future dispute or legal proceeding arising out of this Agreement.

(b) **Conveyance of Title.** At the Closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying all of Seller's interest in and to the Property to Purchaser, subject to the Deed Restriction, ROFR, and Permitted Exceptions ("**Deed**"). Seller and Purchaser agree that such documents, resolutions, certificates of good standing, and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing.

(c) **Prorating of Taxes and Assessments.** All real property ad valorem taxes, general and special assessments, and charges applicable to the Property, if any, shall be prorated as of the Closing Date between Seller and Purchaser. To the extent applicable, if 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 to the other party.

(d) Closing Costs. Purchaser shall pay the following Closing costs: (i) all real property transfer and transaction taxes and levies relating to the purchase or sale of the Property, if any, including, without limitation, the documentary stamps which shall be affixed to the Deed, (ii) title search fees for the Title Commitment and title insurance premium for a Title Policy to be issued by the Title Company with coverage equal to the Purchase Price, (iii) the cost of recording the Deed, and (iv) 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. Seller shall pay the costs of preparation and recordation of any instruments necessary to correct title. 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 true and correct as of the Effective Date and which shall be true and correct at the Closing, is material and is being relied upon by Purchaser and shall survive Closing hereunder for a period of twelve (12) months:

(a) That (i) Seller has full right and authority to enter into this Agreement pursuant to its organizational documents; (ii) each individual executing this Agreement on behalf of Seller is authorized to do so; and (iii) this Agreement constitutes a valid and legally binding obligation of the Seller, enforceable in accordance with its terms;

(b) 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.

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 true and correct as of the Effective Date and which shall be true and correct at the Closing, is material and is being relied upon by Seller and shall survive Closing hereunder for a period of twelve (12) months:

(a) That (i) Purchaser has full right and authority to enter into this Agreement and to consummate the transaction contemplated by this Agreement; (ii) each individual executing this Agreement on behalf of Purchaser is an agent of Purchaser authorized to do so; and (iii) this Agreement constitutes a valid and legally binding obligation of the Purchaser, enforceable in accordance with its terms;

(b) That 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.

To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, and notwithstanding anything in this Agreement to the contrary, Purchaser does and shall indemnify, defend, save, and hold harmless Seller from and against any and all causes of action, losses, claims, damages, liabilities, and all costs and expenses, attorney fees and court costs, fees and costs and all other expenses related to or arising from any breach of any representation or warranty of Purchaser set forth above.

11. AS IS Acceptance.

(a) Except as otherwise expressly set forth in this Agreement, Purchaser acknowledges and agrees that Purchaser unconditionally accepts the Property in its existing condition as of the Effective Date, “AS IS,” “WHERE IS”, and “WITH ALL FAULTS” with respect to all facts, circumstances, conditions, and defects, and, Seller has no obligation to determine or correct, or to compensate Purchaser for, any such facts, circumstances, conditions, or defects, and Purchaser acknowledges and agrees that this unconditional acceptance by Purchaser constitutes a material condition of Seller’s conveyance of the Property and that without this unconditional acceptance, the sale of the Property would not be made, and that Seller is and will be under no obligation whatsoever to undertake any repair, alteration, remediation, or other work of any kind with respect to any portion of the Property.

(b) Purchaser acknowledges and agrees that as of the Closing Date, Purchaser has thoroughly investigated and thoroughly inspected the Property and is familiar and satisfied with all aspects of the physical condition of the Property and has made its own determination as to the value, marketability, merchantability, profitability, habitability, quantity, quality, and condition of the Property, including, without limitation, the possible presence of hazardous substances at, in, on, under, or about the Property and the Property’s suitability or fitness for any particular purpose or use. Purchaser assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Property, and hereby releases Seller from, and disclaims any claims relating to, conditions on, or facts or circumstances affecting, the Property that are not addressed in express warranties and representations of this Agreement.

(c) Purchaser acknowledges and agrees that neither Seller nor its employees, agents, contractors, consultants, or representatives has made any written, oral, implied, or other statements, representations, or warranties as to the Property or its environmental or physical condition upon which Purchaser has relied and that, in fact, except as expressly set forth in this Agreement to the contrary, no such representations were made.

(d) PURCHASER ACKNOWLEDGES THAT SELLER HAS MADE NO, AND EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS, WARRANTIES, COVENANTS, AND AGREEMENTS OF EVERY KIND AND CHARACTER, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES AS TO MATTERS OF TITLE (OTHER THAN AS MAY BE SET FORTH IN THE QUIT CLAIM DEED DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS, OR ANY OTHER MATTER OR THING

RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, HABITABILITY, SUITABILITY, OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE OR USE, THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY, THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER, OR UTILITIES (PUBLIC OR PRIVATE), THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY, OR THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE AT, IN, ON, UNDER, OR ABOUT 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 in good faith 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 Closing Agent to properly consummate the Closing.

13. Defaults.

(a) **Pre-Closing Default by Seller.** In the event, prior to Closing, Seller fails to materially 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, as Purchaser's sole and exclusive remedy, upon giving written notice to Seller as herein provided, to terminate this Agreement, in which event the Deposit shall be returned to Purchaser. 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 materially fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements, or obligations to be performed by Purchaser under the terms and provisions of this Agreement, or in the event that Purchaser fails to timely close the transaction contemplated hereby, Seller, in Seller's sole discretion, shall be entitled to, as Seller's sole and exclusive remedy, to elect either to: (i) enforce specific performance of this Agreement against Purchaser; provided, however, that if specific performance is unavailable as a remedy as a result of an affirmative act or acts of Purchaser, the Deposit shall be returned to Purchaser as liquidated damages; or (ii) 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. The parties have agreed that Seller's actual damages in the event of a default by Purchaser would be difficult or impracticable to ascertain. Therefore, the parties acknowledge that retention of the Deposit has been agreed upon, after negotiation, as the parties' reasonable estimate of Seller's damages. The parties agree that such liquidated damages do not constitute a penalty. Notwithstanding anything to the contrary contained in this Agreement, in the event Purchaser fails to deliver to Seller written evidence of funding

within sixty (60) days prior to the Closing Date as required by **Section 6(a)(vi)**, then in addition to Seller's remedies as set forth above, Seller shall have the right, but not the obligation, upon written notice to Purchaser, to: (i) extend the outside Closing Date by an additional one (1) year (or earlier time period if agreed in writing by Seller and Purchaser); (ii) obtain an updated fair market value appraisal of the Property as set forth in **Section 3(c)** above; and (iii) require Purchaser to pay to Escrow Agent on or before the initial Closing Date set forth in this Agreement an additional escrow deposit of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), which sum together with the initial escrow deposit shall constitute the "Deposit".

(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 written notice of such default, specifying in reasonable detail the nature of the default. Thereafter, the defaulting party shall have thirty (30) days from the date such notice of default is given to cure the default, or until 5:00 p.m. on the day which is two (2) business days prior to Closing Date, whichever occurs first. If the defaulting party cures the default within the aforementioned cure day period, it shall not incur any liability to the other party as a result of the default. If the party fails to materially cure the default to the other party's reasonable satisfaction within such period, then such default shall constitute a material default of such party for purposes of subsections (a) and (b) herein. 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. Risk of Loss. If any of the Property is damaged or destroyed by a casualty (a "casualty event") prior to Closing, other than damage or destruction caused by or arising from the negligence or act or omission of Purchaser or its employees, agents, contractors, or representatives, then, within three (3) business days following the day when Seller has actual 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, 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. If Purchaser fails to give Seller written notice of its election within the earlier of the time periods set forth in (i) and (ii) above, then Purchaser will be deemed to have elected option (b) above. If such casualty event is caused by or arises from the negligence or act or omission of Purchaser or its employees, agents,

contractors, or representatives, then Purchaser shall proceed to Closing with no adjustment in the Purchase Price and no right to receive a closing credit or assignment of insurance proceeds.

15. 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. 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, 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. Within the limits of Section 768.28, Florida Statutes, 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 Seller in its defense and to pursue Seller's rights to be indemnified by Purchaser.

(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, 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 mutually agreeable 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 mutually agreeable legal counsel to defend Seller, Purchaser shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, incurred by Seller in its defense and to pursue Seller's rights to be indemnified by Purchaser.

16. 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 or read receipt, 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. The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients.

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

Copies to: Central Florida Expressway Authority
Attn: General Counsel's Office
4974 ORL Tower Road
Orlando, Florida 32807
Email: general.counsel@cfxway.com

and

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

Purchaser: Housing Authority of the City of Orlando
Attn: President/CEO
390 North Bumby Avenue
Orlando, Florida 32803
Email:

Copy to: DarrowEverett LLP
201 East Kennedy Boulevard, Suite 600
Tampa, Florida 33602
Email: rgilmore@darroverett.com

17. 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) Subject to the limitations on assignment, delegation, and transfer set forth in this Agreement, this Agreement shall be binding upon, and inure solely to the benefit of, the Parties expressly identified in and that have executed this Agreement and their respective permitted successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall be construed to confer upon any other person or entity any legal or equitable right, benefit, remedy, or claim. No person or entity other than such Parties shall have any right to enforce any term of this Agreement.

(d) Time is of the essence of all obligations in this Agreement.

(e) The Parties acknowledge and agree that each Party has entered into this Agreement in material reliance upon the identity, qualifications, expertise, experience, integrity, and responsibility of the other Party, and that the identity of each Party is a material inducement to entering into this Agreement. The rights and obligations under this Agreement are, therefore, of a special and unique nature. Except as otherwise expressly permitted in this Agreement, neither Party shall sell, transfer, assign, delegate, or otherwise dispose of this Agreement (whether in whole or in part), or any obligation, duty, responsibility, right, title, or interest arising under or in connection with this Agreement, without the prior written consent of the other (which consent may be withheld in such other Party's sole and absolute discretion). Any attempted assignment without such prior written authorization shall be void and of no force or effect. No assignment shall relieve the assigning Party of its obligations absent a written novation executed by the non-assigning Party.

(f) Time shall be calculated in the Agreement as follows:

i. All references to time are to United States Eastern Time (Orlando, Florida).

ii. When **"business day"** is used, it shall mean any day other than Saturday, Sunday, a Florida legal bank holiday, any day the State of Florida or Seller treats as a work holiday for employees, including any day declared a work holiday for state employees by the Governor of the State of Florida, and any day the Purchaser treats as a work holiday for employees. For any period measured in business days, the deadline occurs at 5:00 p.m. on the final business day. When **"calendar day"** is used, it shall mean one calendar day. For any period measured in calendar days, the deadline occurs at 5:00 p.m. on the final calendar day; however, if that final calendar day is not a business day, then the deadline shall automatically extend to the next business day at 5:00 p.m.

iii. To avoid ambiguity, if the word **"day"** or **"days"** are not modified by either **"business"** or **"calendar"**, they shall be read as calendar day and calendar days respectively. When used in the plural, **"calendar days"** or **"business days"** shall mean consecutive calendar days or consecutive business days, respectively. When calculating any period measured in calendar days or business days, the day of the triggering event shall be excluded and the period shall begin on the next calendar day for calendar-day periods, or on the next business day for business-day periods. If the triggering event occurs after 5:00 p.m., it shall be deemed to have occurred on the next calendar day for calendar-day periods, or on the next business day for business-day periods, for counting purposes.

(g) 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.

(h) 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.

(i) 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.

(j) To the fullest extent permitted by law, each Party knowingly, voluntarily, and intelligently waives any right to a trial by jury in any claim, action, or proceeding arising out of or relating to this Agreement or its performance, whether based on contract, tort, statute, or any other theory. Each Party acknowledges that it is entering into this Agreement in part in reliance on this waiver.

(k) 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.

(l) 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.

(m) No remedy conferred by this Agreement is intended to be exclusive, and each remedy shall be cumulative and in addition to any other remedies available under this Agreement or at law or in equity. No single or partial exercise of any right or remedy by any Party shall preclude any other or further exercise thereof.

18. 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.

19. 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 Agreement 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 Agreement.

20. Attorneys' Fees. Each Party shall bear its own attorneys' fees, costs, and expenses incurred in connection with the negotiation, drafting, execution, administration, performance, enforcement, or interpretation of this Agreement, and in any claim, action, proceeding, or dispute arising out of or related to this Agreement, whether at trial, on appeal, in post-judgment or bankruptcy proceedings, or in any administrative or alternative dispute resolution forum. No prevailing-party entitlement to attorneys' fees or costs shall arise under or with respect to this Agreement. Notwithstanding the foregoing, this "Attorneys' Fees" provision shall not be construed to limit or preclude the recovery of attorneys' fees, costs, or expenses by a Party if and only to the extent such amounts are expressly included as recoverable components of an indemnification or defense obligation specifically provided elsewhere in this Agreement, including reasonable attorneys' fees incurred in connection with the defense of an indemnified claim..

21. Sovereign Immunity. Each Party is an agency or political subdivision of the State of Florida and hereby expressly retains sovereign immunity as provided in Section 768.28, Florida Statutes. Nothing in this Agreement shall be construed as a waiver of sovereign immunity, a consent to suit by either Party, or an expansion of any applicable statutory waiver of immunity. No term of this Agreement shall create any third-party beneficiary rights that would permit claims otherwise barred by sovereign immunity, this Agreement, or law.

22. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterpart copies, including digital and electronic signatures, which together shall be deemed to constitute one original document. The parties may execute different counterparts of this Agreement, and, if they do so, the signature pages from the different counterparts may be combined to provide one integrated document which 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. Seller does hereby confer upon the Executive Director or Executive Director's designee, the authority, without further approval from the Seller, 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 Seller'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 executes this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

“SELLER”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Buddy Dyer, Chairman

Date: _____

ATTEST:

Regla (“Mimi”) Lamaute
Manager of Board Services

Approved as to form and legality for the
exclusive reliance of the Central Florida
Expressway Authority.

DINSMORE & SHOHL, LLP

By: Leslie A. Evans
Leslie A. Evans (Sep 15, 2026 13:59:19 EDT)

Leslie A. Evans
Right of Way Counsel

Date: 09/15/2026

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

“PURCHASER”

HOUSING AUTHORITY OF THE CITY OF ORLANDO, FLORIDA, a body public and politic existing under the laws of the State of Florida.

By: Vivian Bryant
Print Name: Vivian Bryant
Title: President/CEO
Date: 9/11/2026

Proposed

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

EXHIBIT “A”
PROPERTY

[See attached diagrams]

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

LEGAL DESCRIPTION:
PART A

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

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

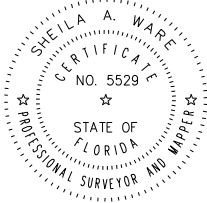
Containing 1.654 acres, more or less.

NOTES:

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

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

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:



SHEILA A. WARE, PSM
LICENSE NO. 5529

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

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

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

LEGEND & ABBREVIATIONS

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

SCALE: 1" = 100'

0 50 100

SEC 35,
TWP 22 SOUTH,
RGE 29 EAST

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

NOT PLATTED

CONLEY STREET
JOHNS STREET (P)

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

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

WILLIS STREET

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

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

NOT PLATTED

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

N00°17'38"W
21.95'

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

S LINE, NW 1/4, SEC 35

GORE STREET

19 J.E. SPURLING'S
SUBDIVISION

29 PB "G", PG 135
20

CALAHAN
DRIVE
CONLEY
STREET (P)

GRIFFIN PARK PB "Q", PG 72

MURPHY
STREET

PROPOSED
HICKS AVENUE

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

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

(SEE NOTE 1)
N00°32'39"W
12.75'

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

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

SEE SHEET 1 FOR LEGAL DESCRIPTION

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

CERTIFICATION OF
AUTHORIZATION NO. LB 8011

 **Dewberry**

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

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

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

PARCEL
312-1

SCALE: 1"=100'

SHEET 4 OF 6

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

LEGAL DESCRIPTION:
PART A

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

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

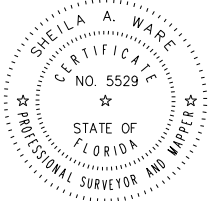
Containing 1.120 acres, more or less.

NOTES:

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

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

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:



SHEILA A. WARE, PSM
LICENSE NO. 5529

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-2 PARTS A, B & C

LEGEND &
ABBREVIATIONS

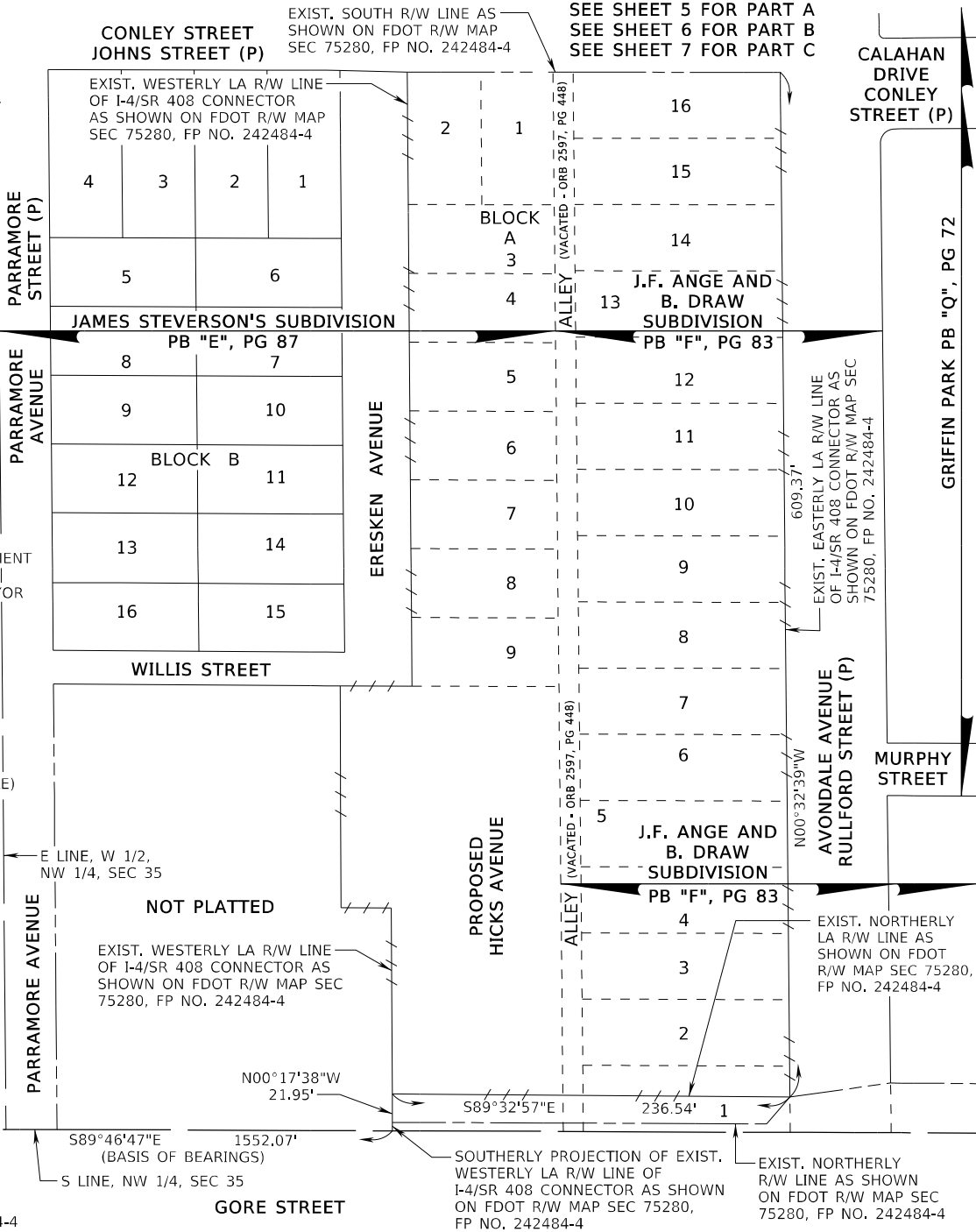
- AC = ACRES
- CB = CHORD BEARING
- CD = CHORD DISTANCE
- CM = CONCRETE MONUMENT
- CMD = CONCRETE MONUMENT WITH DISK
- COR = CORNER
- C.I.P. = CAPITAL IMPROVEMENT PROGRAM
- (D) = DEED DATA
- DB = DEED BOOK
- ESMT = EASEMENT
- EXIST. = EXISTING
- (F) = FIELD DATA
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION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

SCALE: 1" = 100'



SEC 35,
TWP 22 SOUTH,
RGE 29 EAST

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



SEE SHEETS 1-3 FOR LEGAL DESCRIPTIONS

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

CERTIFICATION OF
AUTHORIZATION NO. LB 8011

Dewberry

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

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

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

PARCEL
312-2

SCALE: 1"=100'

SHEET 4 OF 7

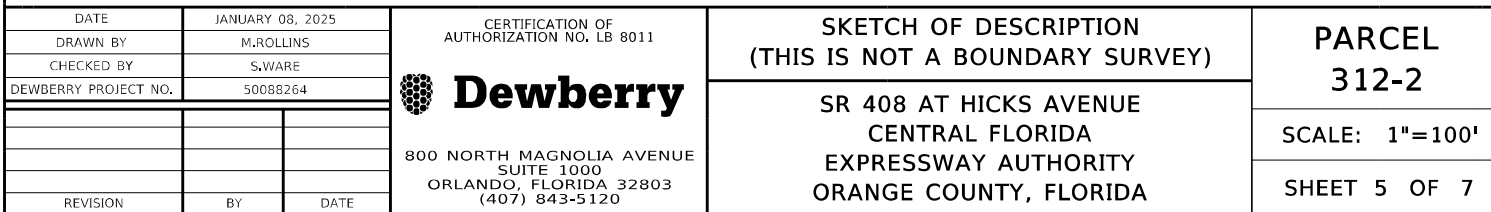


EXHIBIT "B"

FORM OF DEED

Prepared By and Return To:
Leslie A. Evans, Esq.
Dinsmore & Shohl LLP
225 E. Robinson St., Suite 600
Orlando, Florida 32801

Parcel Identification No.:

space above this line for processing data

space above this line for processing data

QUIT CLAIM DEED

This Quit Claim Deed is made this ____ day of _____, 202__, between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose post office address is 4974 ORL Tower Road, Orlando, Florida 32807 ("Grantor") and **HOUSING AUTHORITY OF THE CITY OF ORLANDO, FLORIDA**, a body public and politic existing under the laws of the State of Florida, whose post office address is 390 North Bumby Avenue, Orlando, Florida 32803 ("Grantee"):

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said Grantor, for and in consideration of Ten Dollars (\$10.00), in hand paid by the Grantee, and in consideration for the sale, transfer, and conveyance of the Property to Grantee without public bid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following-described lots, pieces or parcels of land, situate, lying and being in the County of Orange, State of Florida, to-wit:

**See EXHIBIT "A" attached hereto and incorporated by this reference herein
(the "Property")**

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

SUBJECT TO: (i) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations, and conditions, restrictions, limitations, matters and easements of record, but this reference shall not operate to reimpose same; and (ii) the Use Restriction (as defined in and more particularly set forth in **EXHIBIT "B"** attached hereto and incorporated herein by this reference) and the ROFR (as defined in and more particularly set forth in EXHIBIT "B"), and such other covenants, conditions, and restrictions set forth therein.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

Signed, sealed, and delivered
in the presence of:

“SELLER”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Print Name: _____
Address: _____

By: _____
Buddy Dyer, Chairman

Date: _____

Print Name: _____
Address: _____

ATTEST:

Approved as to form and legality for the
exclusive reliance of the Central Florida
Expressway Authority.

Regla (“Mimi”) Lamaute
Manager of Board Services

DINSMORE & SHOHL, LLP

By: _____
Leslie A. Evans
Right of Way Counsel

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical
presence or [] online notarization, this ____ day of _____, 20____, by
_____, as _____ 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, who [] is personally known to me OR [] has
produced _____ as identification.

[Notary Seal]

Notary Public, State of _____
Print Name: _____
My commission expires: _____

EXHIBIT "A" TO QUIT CLAIM DEED
Legal Descriptions

Parcel 1 (Parcel 312-1 Part A):

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

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

Containing 1.654 acres, more or less.

Parcel 2 (Parcel 312-2 Part A):

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

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

Containing 1.120 acres, more or less.

EXHIBIT “B” TO QUIT CLAIM DEED

1. Use Restriction.

(a) Grantor conveys the Property to Grantee subject to the conditions: (i) that Grantee, within five (5) years after the date of this Deed, commence and complete construction of Affordable Housing units on the Property, as evidenced by a certificate of occupancy issued by applicable governmental authority and (ii) that Grantee, for a period of five (5) years following such completion of construction, use the Property exclusively for the purpose of providing Affordable Housing (together, the “**Use Restriction**”). In the event that Grantee: (i) fails to complete construction and obtain a certificate of occupancy for Affordable Housing units within five (5) years after the date of this Deed; or (ii) ceases to use the Property exclusively for the purpose of providing Affordable Housing within the five (5) year period following the date of the certificate of occupancy, Grantor, its successors in interest, and assigns shall have the right to exercise its right of re-entry and cause title to the Property to revert to Grantor or its successors in interest or assigns by delivering written notice to Grantee of the exercise of its right. Upon Grantee’s receipt of written notice, Grantor and Grantee shall immediately proceed to closing on the re-conveyance of the Property to Grantor in accordance with the terms of the Real Estate Purchase and Sale Agreement (“**Purchase Agreement**”) by and between Grantor and Grantee dated _____, 2026. As used in this Use Restriction, “**Affordable Housing**” shall mean: at least fifty-one percent (51%) of housing units are designated as affordable for low-income households (80% Area Median Income (AMI) or below for the Orlando-Kissimmee-Sanford, FL MSA, as established by the United States Department of Housing and Urban Development or its successor), and the remainder of units are designated as mixed-income housing.

(b) Upon Grantee’s receipt of notice that Grantor is exercising its right to re-enter the Property, Grantor and Grantee shall proceed to a closing on the Property for the re-purchase of the Property by Grantor on the date which is thirty (30) days after the date of such notice or such other date as may be agreed by the parties in writing, through an escrow established with the Escrow Agent identified in the Purchase Agreement. The purchase price for the re-purchase of the Property by Grantor shall be the Purchase Price as set forth in the Purchase Agreement, subject to deductions and credits to Grantor for any liens, encumbrances, and other obligations which affect or relate to the Property and any other applicable standard closing cost adjustments. Grantee shall convey the Property to Grantor by a duly executed and acknowledged special warranty deed, free of: (1) any monetary and/or financial liens and encumbrances (other than the Permitted Exceptions the Property was subject to as of the Closing when Grantee obtained title thereto from Grantor); and (2) all leases, possessory agreements, licenses, operating agreements, management agreements, and any other instrument affecting the Property and/or granting any possessory interest thereto to any person or entity other than Grantor, other than bona fide leases to individuals leasing and residing in Affordable Housing units on the Property, which shall remain in full force and effect until the expiration date or earlier termination of the term of such lease as set forth therein. In connection with the consummation of such re-purchase transaction, Grantee also shall execute, acknowledge (if applicable), and deliver to Grantor: (1) a general assignment of all related property rights with respect thereto desired by Grantor on terms as reasonably approved by Grantor; and (2) such other affidavits, items, instruments, and other documents as may be reasonably required

by the title insurer, Grantor, Escrow Agent, or otherwise in order to effectuate the provisions of this **Section 1: Use Restriction** and such closing and/or otherwise to fulfill the covenants and obligations to be performed by Grantee at such closing pursuant to this **Section 1: Use Restriction**.

2. Right of First Refusal.

(a) In the event that Grantee proposes or otherwise intends to sell or otherwise transfer the Property or any rights or interests thereto or therein (the “**ROFR Property**”) to any person or entity (a “**Transfer**”) prior to the date which is five (5) years following the completion of construction of Affordable Housing units as evidenced by issuance of a certificate of occupancy by applicable governmental authority, then Grantor shall have a right of first refusal to purchase the ROFR Property on the terms and conditions hereinafter set forth (“**ROFR**”). As used in this ROFR, “**Affordable Housing**” shall mean: at least fifty-one percent (51%) of housing units are designated as affordable for low-income households (80% Area Median Income (AMI) or below for the Orlando-Kissimmee-Sanford, FL MSA, as established by the United States Department of Housing and Urban Development or its successor), and the remainder of units are designated as mixed-income housing.

(b) If Grantee receives an offer to enter into a Transfer that Grantee intends to accept, Grantee shall deliver to Grantor a written notice (the “**Offer Notice**”) that shall include: (a) a copy of the written bona fide offer that sets forth all of the material terms upon which Grantee intends to consummate the proposed Transfer, including, without limitation: (i) the name of the proposed transferee(s) (the “**Proposed Transferee**”); (ii) the portion of the ROFR Property and/or rights or interests thereto or therein to be transferred (the “**Offered Property**”), (iii) the bona fide purchase price for which Grantee intends to Transfer the Offered Property (the “**Offered Price**”), and the terms under which the Offered Price is to be paid; (iv) the use(s) the Proposed Transferee intends to use the Offered Property for; and (v) the proposed closing date for the Transfer.

(c) At any time within thirty (30) days after receipt of an Offer Notice, Grantor may elect to purchase either: (i) the Offered Property; or (ii) the entire ROFR property by delivering to Grantee a written notice (an “**Exercise Notice**”) of such election.

(d) In the event Grantor exercises its right of first refusal, then Grantor may consummate the transaction described in the Offer Notice, through an escrow established with Escrow Agent; provided that such terms shall be adjusted to reflect: (a) the purchase by Grantor of the entire ROFR Property instead of the Offered Property, if elected by Grantor; (b) a purchase price at the lesser of: (i) the Offered Price and (ii) the Purchase Price (with the Purchase Price being proportionately adjusted down if the Offered Property constitutes less than all of the ROFR Property); (c) a sixty (60) day due diligence period with Grantor having the right to terminate its exercise of its right of first refusal and to not purchase the Offered Property on the terms set forth in the Offer Notice (as such terms may be modified by this Section 2); provided Grantor delivers written notice to that effect to Purchaser prior to the expiration of such due diligence period (a “**Termination Notice**”); and (c) if Grantor has not delivered a Termination Notice as aforesaid, a closing on the later to occur of: (i) the closing date specified in the Offer Notice; or (ii) thirty (30) days following the expiration of the due diligence period.

(e) If Grantor does not timely deliver an Exercise Notice as provided above, then

Grantee may Transfer the Offered Property, but no other portion of the ROFR Property, to the Proposed Transferee on the terms set forth in the Offer Notice, but not on any terms more favorable to the Proposed Transferee, provided that such sale or other transfer is consummated within one hundred eighty (180) days after the date of delivery of the Offer Notice. Grantee's right to Transfer the Offered Property pursuant to this ROFR shall apply only with respect to the Offered Property and shall not excuse Grantee from its obligations hereunder with respect to any other portion of the ROFR Property. Furthermore, if the Offered Property is not transferred to the Proposed Transferee within one hundred eighty (180) days after the date of delivery of the Offer Notice, or if Grantee proposes to modify any material term set forth in the Offer Notice in a manner beneficial to the Proposed Transferee, then a new Offer Notice shall be given Grantor, and Grantor shall again be offered the right of first refusal provided herein, before any of the ROFR Property may be Transferred.

(f) At the closing, Grantee shall convey the Offered Property to Grantor by a duly executed and acknowledged special warranty deed, free of: (1) any monetary and/or financial liens and encumbrances (other than the Permitted Exceptions the Offered Property was subject to as of the Closing when Grantee obtained title thereto from Grantor); and (2) all leases, possessory agreements, licenses, operating agreements, management agreements, and any other instrument affecting the Offered Property and/or granting any possessory interest thereto to any person or entity other than Grantor, other than bona fide leases to individuals leasing and residing in Affordable Housing units on the Property, which shall remain in full force and effect until the stated expiration date of the term of such lease (or earlier termination thereof). In connection with the consummation of such transaction, Grantee also shall execute, acknowledge (if applicable), and deliver: (1) an affidavit of non-foreign status in customary form; (2) a general assignment of all related property rights with respect thereto; (3) such proof of the power and authority of the individual(s) executing or delivering any instruments, documents, or certificates on behalf of Grantee to act for and bind Grantee as may be reasonably required by the title insurer for such transaction, the Escrow Agent, and/or Grantor; and (4) such other items, documents, and instruments as may be reasonably required by the title insurer, Grantor, Escrow Agent, or otherwise in order to effectuate the provisions of this **Section 2: Right of First Refusal** and such closing and/or otherwise to fulfill the covenants and obligations to be performed by Grantee at such closing pursuant to this **Section 2: Right of First Refusal**.

3. Remedies. Grantee acknowledges that Grantee's breach of the terms of this **Exhibit "B" to Quit Claim Deed** would cause Grantor irreparable harm and that Grantor shall be entitled to obtain injunctive relief from a court of competent jurisdiction in the event of Grantee's breach or threatened breach of this **Exhibit "B" to Quit Claim Deed**.

EXHIBIT "C"**DEED RESTRICTION; RIGHT OF FIRST REFUSAL****1. Use Restriction.**

(a) Seller conveys the Property to Purchaser subject to the conditions: (i) that Purchaser, within five (5) years after the date of this deed, commence and complete construction of Affordable Housing units on the Property, as evidenced by a certificate of occupancy issued by applicable governmental authority and (ii) that Purchaser, for a period of five (5) years following such completion of construction, use the Property exclusively for the purpose of providing Affordable Housing (together, the "**Use Restriction**"). In the event that Purchaser: (i) fails to complete construction and obtain a certificate of occupancy for Affordable Housing units within five (5) years after the date of this deed; or (ii) ceases to use the Property exclusively for the purpose of providing Affordable Housing within the five (5) year period following the date of the certificate of occupancy, Seller, its successors in interest, and assigns shall have the right to exercise its right of re-entry and cause title to the Property to revert to Seller or its successors in interest or assigns by delivering written notice to Purchaser of the exercise of its right. Upon Purchaser's receipt of written notice, Seller and Purchaser shall immediately proceed to closing on the re-conveyance of the Property to Seller in accordance with the terms of the Agreement. As used in this Use Restriction, "**Affordable Housing**" shall mean: at least fifty-one percent (51%) of housing units are designated as affordable for low-income households (80% Area Median Income (AMI) or below for the Orlando-Kissimmee-Sanford, FL MSA, as established by the United States Department of Housing and Urban Development or its successor), and the remainder of units are designated as mixed-income housing.

(b) Upon Purchaser's receipt of notice that Seller is exercising its right to re-enter the Property, Seller and Purchaser shall proceed to a closing on the Property for the re-purchase of the Property by Seller on the date which is thirty (30) days after the date of such notice or such other date as may be agreed by the parties in writing, through an escrow established with Escrow Agent. The purchase price for the re-purchase of the Property by Seller shall be the Purchase Price in the Agreement, subject to deductions and credits to Seller for any liens, encumbrances, and other obligations which affect or relate to the Property and any other applicable standard closing cost adjustments. Purchaser shall convey the Property to Seller by a duly executed and acknowledged special warranty deed, free of: (1) any monetary and/or financial liens and encumbrances (other than the Permitted Exceptions the Property was subject to as of the Closing when Purchaser obtained title thereto from Seller); and (2) all leases, possessory agreements, licenses, operating agreements, management agreements, and any other instrument affecting the Property and/or granting any possessory interest thereto to any person or entity other than Seller, other than bona fide leases to individuals leasing and residing in Affordable Housing units on the Property, which shall remain in full force and effect until the expiration date or earlier termination of the term of such lease as set forth therein. In connection with the consummation of such re-purchase transaction, Purchaser also shall execute, acknowledge (if applicable), and deliver to Seller: (1) a general assignment of all related property rights with respect thereto desired by Seller on terms as reasonably approved by Seller; and (2) such other affidavits, items, instruments, and other documents as may be reasonably required by the title insurer, Seller, Escrow Agent, or otherwise in order to effectuate the provisions of this **Section 1: Use Restriction** and such closing and/or

otherwise to fulfill the covenants and obligations to be performed by Purchaser at such closing pursuant to this **Section 1: Use Restriction**.

2. Right of First Refusal

(a) In the event that Purchaser proposes or otherwise intends to sell or otherwise transfer the Property or any rights or interests thereto or therein (the “**ROFR Property**”) to any person or entity (a “**Transfer**”) prior to the date which is five (5) years following the completion of construction of Affordable Housing units as evidenced by issuance of a certificate of occupancy by applicable governmental authority, then Seller shall have a right of first refusal to purchase the ROFR Property on the terms and conditions hereinafter set forth (“**ROFR**”). As used in this ROFR, “**Affordable Housing**” shall mean: at least fifty-one percent (51%) of housing units are designated as affordable for low-income households (80% Area Median Income (AMI) or below for the Orlando-Kissimmee-Sanford, FL MSA, as established by the United States Department of Housing and Urban Development or its successor), and the remainder of units are designated as mixed-income housing.

(b) If Purchaser receives an offer to enter into a Transfer that Purchaser intends to accept, Purchaser shall deliver to Seller a written notice (the “**Offer Notice**”) that shall include: (a) a copy of the written bona fide offer that sets forth all of the material terms upon which Purchaser intends to consummate the proposed Transfer, including, without limitation: (i) the name of the proposed transferee(s) (the “**Proposed Transferee**”); (ii) the portion of the ROFR Property and/or rights or interests thereto or therein to be transferred (the “**Offered Property**”), (iii) the bona fide purchase price for which Purchaser intends to Transfer the Offered Property (the “**Offered Price**”), and the terms under which the Offered Price is to be paid; (iv) the use(s) the Proposed Transferee intends to use the Offered Property for; and (v) the proposed closing date for the Transfer.

(c) At any time within thirty (30) days after receipt of an Offer Notice, Seller may elect to purchase either: (i) the Offered Property; or (ii) the entire ROFR property by delivering to Purchaser a written notice (an “**Exercise Notice**”) of such election.

(d) If Seller does not timely deliver an Exercise Notice as provided above, then Purchaser may Transfer the Offered Property, but no other portion of the ROFR Property, to the Proposed Transferee on the terms set forth in the Offer Notice, but not on any terms more favorable to the Proposed Transferee, provided that such sale or other transfer is consummated within one hundred eighty (180) days after the date of delivery of the Offer Notice. Purchaser’s right to Transfer the Offered Property pursuant to this ROFR shall apply only with respect to the Offered Property and shall not excuse Purchaser from its obligations hereunder with respect to any other portion of the ROFR Property. Furthermore, if the Offered Property is not transferred to the Proposed Transferee within one hundred eighty (180) days after the date of delivery of the Offer Notice, or if Purchaser proposes to modify any material term set forth in the Offer Notice in a manner beneficial to the Proposed Transferee, then a new Offer Notice shall be given Seller, and Seller shall again be offered the right of first refusal provided herein, before any of the ROFR Property may be Transferred.

(e) In the event Seller exercises its right of first refusal, then Seller may consummate the transaction described in the Offer Notice, through an escrow established with Escrow Agent; provided that such terms shall be adjusted to reflect: (a) the purchase by Seller of the entire ROFR Property instead of the Offered Property, if elected by Seller; (b) a purchase price at the lesser of: (i) the Offered Price and (ii) the Purchase Price (with the Purchase Price being proportionately adjusted down if the Offered Property constitutes less than all of the ROFR Property); (c) a sixty (60) day due diligence period with Seller having the right to terminate its exercise of its right of first refusal and to not purchase the Offered Property on the terms set forth in the Offer Notice (as such terms may be modified by this Section 2); provided Seller delivers written notice to that effect to Purchaser prior to the expiration of such due diligence period (a “**Termination Notice**”); and (c) if Seller has not delivered a Termination Notice as aforesaid, a closing on the later to occur of: (i) the closing date specified in the Offer Notice; or (ii) thirty (30) days following the expiration of the due diligence period.

(f) At the closing, Purchaser shall convey the Offered Property to Seller by a duly executed and acknowledged special warranty deed, free of: (1) any monetary and/or financial liens and encumbrances (other than the Permitted Exceptions the Offered Property was subject to as of the Closing when Purchaser obtained title thereto from Seller); and (2) all leases, possessory agreements, licenses, operating agreements, management agreements, and any other instrument affecting the Offered Property and/or granting any possessory interest thereto to any person or entity other than Seller, other than bona fide leases to individuals leasing and residing in Affordable Housing units on the Property, which shall remain in full force and effect until the stated expiration date of the term of such lease (or earlier termination thereof). In connection with the consummation of such transaction, Purchaser also shall execute, acknowledge (if applicable), and deliver: (1) an affidavit of non-foreign status in customary form; (2) a general assignment of all related property rights with respect thereto; (3) such proof of the power and authority of the individual(s) executing or delivering any instruments, documents, or certificates on behalf of Purchaser to act for and bind Purchaser as may be reasonably required by the title insurer for such transaction, the Escrow Agent, and/or Seller; and (4) such other items, documents, and instruments as may be reasonably required by the title insurer, Seller, Escrow Agent, or otherwise in order to effectuate the provisions of this **Section 2: Right of First Refusal** and such closing and/or otherwise to fulfill the covenants and obligations to be performed by Purchaser at such closing pursuant to this **Section 2: Right of First Refusal**.

3. **Remedies.** Purchaser acknowledges that Purchaser’s breach of this **Exhibit “C” to the Agreement** would cause Seller irreparable harm and that Seller shall be entitled to obtain injunctive relief from a court of competent jurisdiction in the event of Purchaser’s breach or threatened breach of this **Exhibit “C” to the Agreement**.

4. **Survival.** The provisions of this **Exhibit “C”** shall survive the Closing and the delivery of the Deed.

Attachment B

EXHIBIT “A”
PROPERTY

[See attached diagrams]

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

LEGAL DESCRIPTION:
PART A

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

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

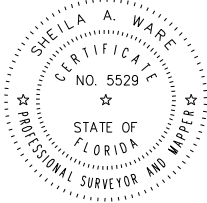
Containing 1.654 acres, more or less.

NOTES:

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

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

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:



SHEILA A. WARE, PSM
LICENSE NO. 5529

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

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

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

SEC 35,
TWP 22 SOUTH,
RGE 29 EAST

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

CONLEY STREET
JOHNS STREET (P)

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

WILLIS STREET

NOTE 1:

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

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

NOT PLATTED

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

N00°17'38"W
21.95'—

S89°46'47"E 1552
(BASIS OF BEARINGS)
S LINE, NW 1/4, SEC 35

GORE STREET

19 J.E. SPURLING'S
SUBDIVISION

29 | PB "G", PG 135
20

CALAHAN
DRIVE
CONLEY
STREET (P)

—SEE
NOTE 1

GRIFFIN PARK PB "Q", PG 72

MURPHY
STREET

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

(SEE NOTE 1)
N00°32'39"W
12.75'

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

PROPOSED
HICKS AVENUE

✓
EY (VACATED - ORB 2597, PG 448)

N03°33'56"E 379.72'

"E 147.89" ←

ERESKEN AVENUE

PARRAMORE
STREET (P)ARRAMORE
AVENUE

PARRAMORE AVENUE

FRESKEN

--	--	--	--	--	--

SEE SHEET 1 FOR LEGAL DESCRIPTION

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

CERTIFICATION OF
AUTHORIZATION NO. LB 8011



Dewberry

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

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

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

PARCEL
312-1

SCALE: 1"=100'

SHEET 4 OF 6

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

LEGAL DESCRIPTION:
PART A

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

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

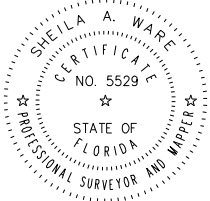
Containing 1.120 acres, more or less.

NOTES:

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

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

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:



SHEILA A. WARE, PSM
LICENSE NO. 5529

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-2 PARTS A, B & C

LEGEND &
ABBREVIATIONS

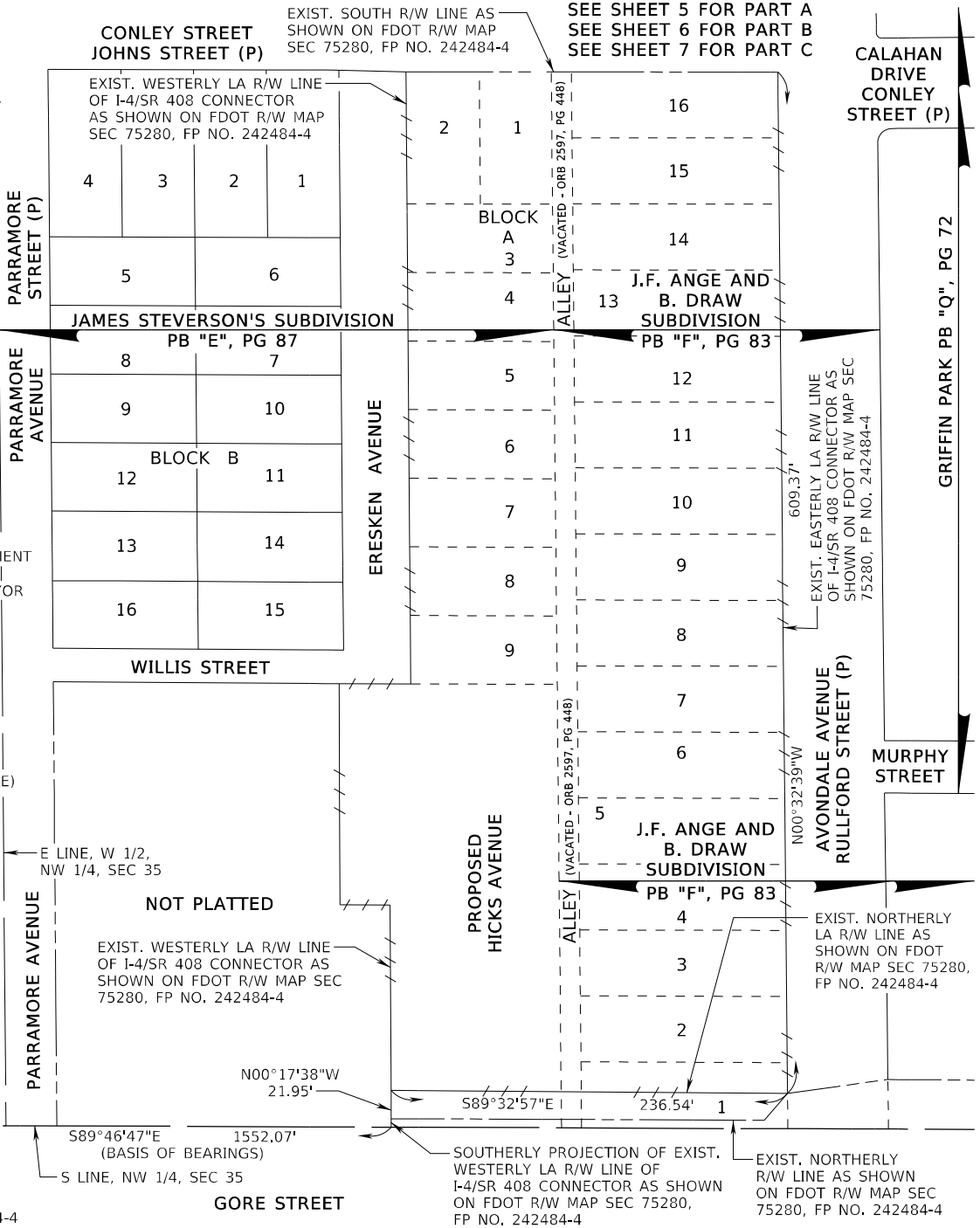
- AC = ACRES
- CB = CHORD BEARING
- CD = CHORD DISTANCE
- CM = CONCRETE MONUMENT
- CMD = CONCRETE MONUMENT WITH DISK
- COR = CORNER
- C.I.P. = CAPITAL IMPROVEMENT PROGRAM
- (D) = DEED DATA
- DB = DEED BOOK
- ESMT = EASEMENT
- EXIST. = EXISTING
- (F) = FIELD DATA
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- FP = FINANCIAL PROJECT
- FND = FOUND
- ID = IDENTIFICATION
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- NTS = NOT TO SCALE
- ORB = OFFICIAL RECORDS BOOK
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- POB = POINT OF BEGINNING
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- PROJ. = PROJECT
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- R = RADIUS
- RGE = RANGE
- R/W = RIGHT OF WAY
- SF = SQUARE FEET
- SEC = SECTION
- SR = STATE ROAD
- TB = TANGENT BEARING
- TWP = TOWNSHIP
- W/ = WITH
- Δ = DELTA (CENTRAL ANGLE)
- ± = MORE OR LESS
- ⊙ = CHANGE IN DIRECTION

SCALE: 1" = 100'



SEC 35,
TWP 22 SOUTH,
RGE 29 EAST

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



SEE SHEETS 1-3 FOR LEGAL DESCRIPTIONS

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

CERTIFICATION OF
AUTHORIZATION NO. LB 8011

Dewberry

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

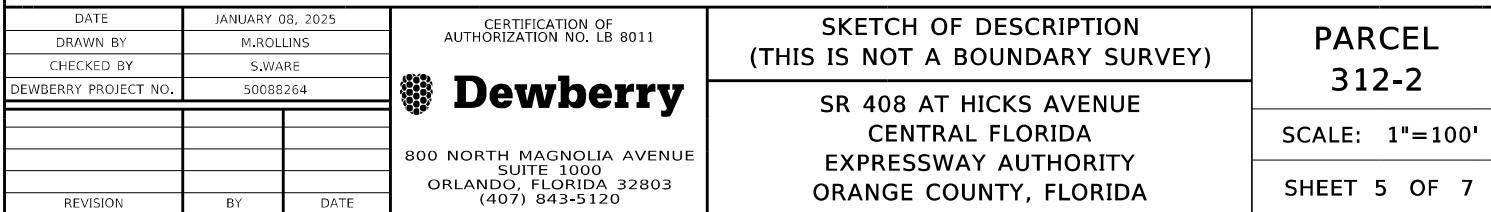
SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

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

PARCEL
312-2

SCALE: 1"=100'

SHEET 4 OF 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: September 11, 2026

SUBJECT: Proposed Resolution Declaring Real Property as Surplus Property, SR 408, Project 2.1, Parcel Numbers 312-3 (Part A), 312-4 (Parts A, B), 312-3 (Parts B, C, D), and 312-4 (Parts F, G, H, I, & J)

Shutts & Bowen LLP, Right of Way Counsel, seeks the recommendation of the Right of Way Committee for approval by the CFX Board of a Resolution Declaring Certain Real Property as Surplus Property and Authorizing the Disposal of Such Property in Accordance with CFX's Amended and Restated Master Bond Resolution And Real Property Procedures Manual for SR 408, Project 2.1, Parcel Numbers 312-3 (Part A), 312-4 (Parts A, B), 312-3 (Parts B, C, D), and 312-4 (Parts F, G, H, I, & J).

BACKGROUND AND DESCRIPTION

The Orlando-Orange County Expressway Authority now known as the Central Florida Expressway Authority ("CFX"), acquired various real properties for the construction of State Road 408, Project 2.1 and associated facilities (collectively, the "Expressway Facilities"). Coordination regarding the construction of the Expressway Facilities with the Florida Department of Transportation ("FDOT") I-4 Ultimate project, and the City of Orlando's Hicks Avenue Extension, resulted in the relocation, reconfiguration, and realignment of certain roadways. When the construction of the reconfigurations were complete, CFX retained fee simple ownership of certain real property for the Expressway Facilities, including Parcel Numbers 312-3 (Part A), 312-4 (Parts A, B), 312-3 (Parts B, C, D), and 312-4 (Parts F, G, H, I, & J) (collectively "CFX Parcels") acquired for SR 408, Project 2.1, that were no longer needed for the Expressway System. The CFX Parcels are more particularly depicted on the map attached hereto as **Attachment "A"** ("Map").

Pursuant to CFX's Property Acquisition, Disposition & Permitting Procedures Manual, CFX staff and CFX's General Engineering Consultant ("Dewberry") has examined the CFX Parcels and determined that the CFX Parcels are not needed to support existing Expressway Facilities. Accordingly, Dewberry has certified that the CFX Parcels are not essential for present

D.3

CFX Right of Way Committee
Resolution Declaring Property as Surplus Property
SR 408, Project 2.1, Parcel Numbers 312-3 (Part A), 312-4 (Parts A, B), 312-3 (Parts B, C, D),
and 312-4 (Parts F, G, H, I, & J)
September 11, 2026
Page 2

or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes and that the disposition of the CFX Parcels would not impede or restrict the Expressway System. A copy of the certification is attached hereto as **Attachment “B”**. A copy of the draft resolution declaring the CFX Parcels as surplus is attached hereto as **Attachment “C”**.

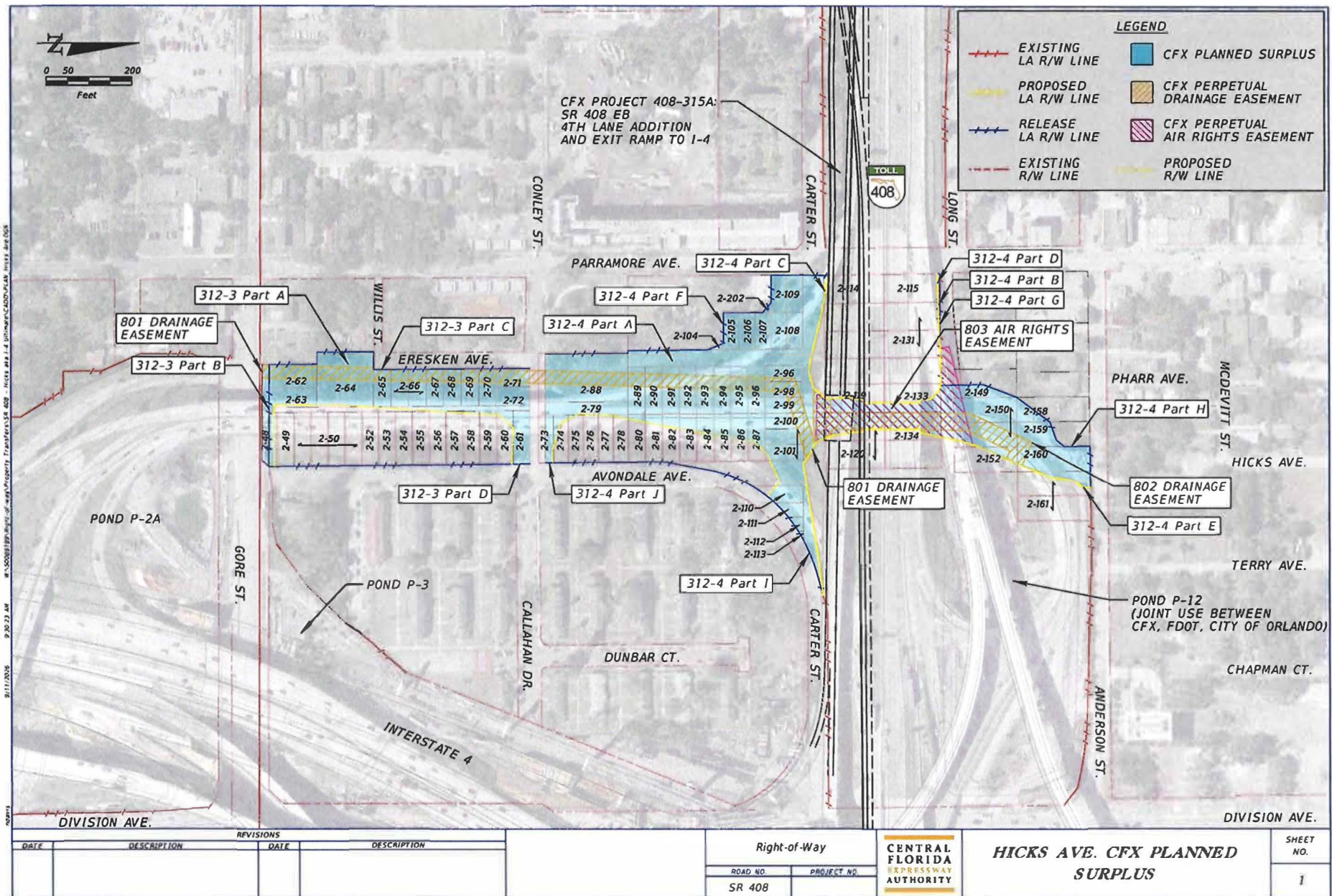
REQUESTED ACTION

We respectfully request that the Right of Way Committee recommend that the CFX Board approve the Resolution Declaring Certain Real Property as Surplus Property and Authorizing the Disposal of Such Property in Accordance with CFX’s Amended and Restated Master Bond Resolution and Real Property Procedures Manual for SR 408, Project 2.1, Parcel Numbers 312-3 (Part A), 312-4 (Parts A, B), 312-3 (Parts B, C, D), and 312-4 (Parts F, G, H, I, & J).

ATTACHMENTS

- A. Map of Parcels 312-3 (Part A), 312-4 (Parts A, B), 312-3 (Parts B, C, D), and 312-4 (Parts F, G, H, I, & J)
- B. Dewberry Certification of Parcels 312-3 (Part A), 312-4 (Parts A, B), 312-3 (Parts B, C, D), and 312-4 (Parts F, G, H, I, & J) as surplus
- C. Draft Resolution Declaring Property as Surplus

ATTACHMENT A



ATTACHMENT B



Dewberry Engineers Inc. | 407.843.5120
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803 | www.dewberry.com

September 11, 2026

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

RE: SURPLUS PROPERTY
SR 408, Project 2.1

Dear Mr. Pressimone:

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

1. We have reviewed the limits of the parcels described in Exhibit A attached. The improvements associated with the FDOT's I-4 Ultimate project and the City of Orlando's Hicks Avenue Extension resulted in these parcels, previously acquired for SR 408 Project 2.1, no longer needed for the CFX system. The following summarizes the relationship between Project 2.1 parcel numbers and the original lot numbers, as applicable:
2. **Legal Descriptions –**
 - a. Parcel 312-3 Part A - Includes 2-61, 2-62, 2-65, 2-66, 2-67, 2-68, 2-69, 2-70, 2-71, 2-72 along with portions of 2-48, 2-56, 2-57, 2-58, 2-59, 2-60, 2-63, 2-64, and vacated Lime Court
 - b. Parcel 312-4 Part A - Includes 2-88, 2-89, 2-90, 2-91, 2-92, 2-93, 2-94, 2-95, 2-96, 2-98, 2-99, 2-100, 2-105, 2-106, 2-107, 2-108, 2-109, and 2-150 along with portions of 2-73, 2-74, 2-75, 2-76, 2-77, 2-78, 2-79, 2-80, 2-81, 2-82, 2-83, 2-84, 2-85, 2-86, 2-87, 2-101 2-104, 2-110, 2-111, 2-112 & 2-113, 2-114, 2-119, 2-120, 2-133, 2-134, 2-149, 2-150, 2-152, 2-158, 2-159, 2-160, 2-161, 2-202, vacated Eresken Avenue, vacated Carter Street and vacated Long Street.
 - c. Parcel 312-4 Part B – Includes portions of 2-115 and 2-131(Portions of Lots 30, 32, 34)
3. The release of Limited Access Lines for Parcels 312-3 (Parts B, C, and D), and 312-4 (Parts F, G, H, I and J) shown on Exhibit "A" are required and would not materially affect or interfere with the present or future construction, use, operation, repair or maintenance of the Expressway Facilities, or otherwise impair traffic operations or maintenance of any portion of the Expressway System. The release of L/A along these parcels:
 - 312-3 Part B (2-48, 2-63, 2-62)
 - 312-3 Part C (2-62, 2-64, 2-65, 2-66, 2-67, 2-68, 2-69, 2-70, and 2-71)
 - 312-3 Part D (2-60 and 2-61)
 - 312-4 Part F (2-88, vacated Eresken Avenue, 2-104, 2-105, 2-106, 2-107, 2-202, 2-109 and vacated Carter Street)
 - 312-4 Part G (2-115 and 2-131)
 - 312-4 Part H (vacated Long Street, 2-149, 2-150, 2-158, 2-159, 2-160, 2-161)
 - 312-4 Part I (2-110, 2-111, 2-112, 2-113 and vacated Carter Street)
 - 312-4 Part J (2-73)

4. The re-establishment of the Limited Access Lines (Parcel 312-4 (Parts C, D and E)) shown on Exhibit "A". The establishment of L/A along these parcels:
 - 312-4 Part C (vacated Carter Street, 2-119, 2-133)
 - 312-4 Part D (2-115 and 2-131)
 - 312-4 Part E (vacated Carter Street, 2-120, 2-134, vacated Long Street, 2-150, 2-152, 2-160, 2-161)
5. The establishment of Parcels 801 (perpetual drainage easement), 802 (perpetual drainage easement), and 803 (perpetual air rights easement) for CFX facilities as shown on Exhibit A will be necessary.
6. Furthermore, this certificate is being provided by the Consulting Engineer to CFX solely for the purposes of complying with Section 5.4 of CFX's Amended and Restated Master Bond Resolution and the requirements set forth in CFX's Manual and may not be relied on by any other person or party for any other purpose.

Sincerely,

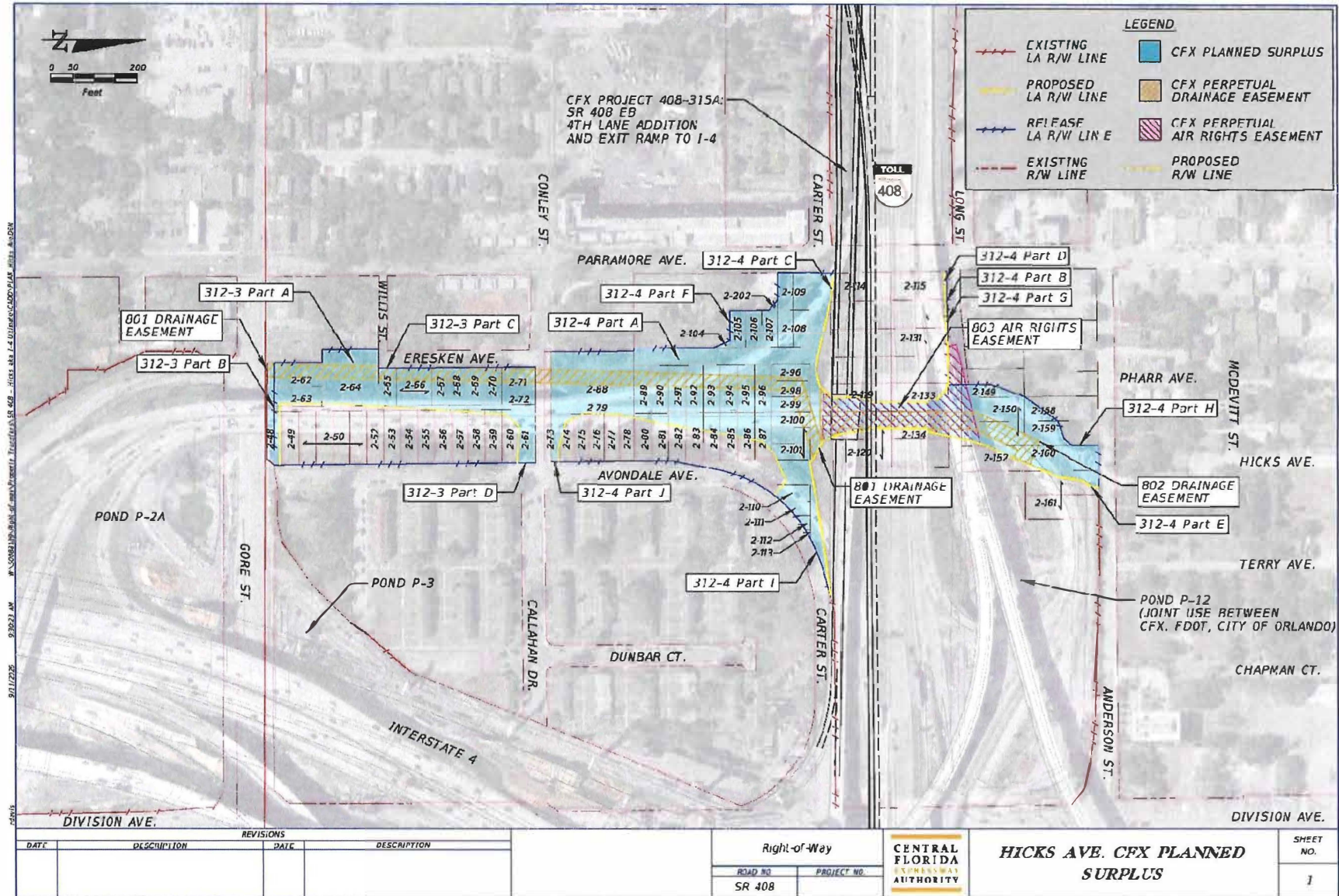
R. Keith Jackson

R. Keith Jackson, P.E.
Program Manager

Attachments

cc: Cristina T. Berrios, General Counsel
David Shontz, Attorney

Exhibit "A"



ATTACHMENT C

Resolution No. 2026 - _____
SR 408, Project No. 2.1

Parcels 312-3 (Part A), 312-4 (Parts A, B), 312-3 (Parts B, C, D), 312-4 (Parts F, G, H, I & J)

A RESOLUTION OF THE GOVERNING BOARD OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY DECLARING CERTAIN REAL PROPERTY AS SURPLUS PROPERTY; AUTHORIZING THE DISPOSAL OF SUCH PROPERTY IN ACCORDANCE WITH CFX'S AMENDED AND RESTATED MASTER BOND RESOLUTION AND REAL PROPERTY PROCEDURES MANUAL

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 sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, Section 13.14.1, CFX Code, provides that the CFX Governing Board (the "Board") may declare and designate real property owned by CFX to be surplus real property after making a finding that such real property is located outside of the current operating right of way limits of the Expressway System, not currently needed to support the existing Expressway System, and no longer essential for present or future construction, operation, or maintenance of the Expressway System or for essential agency purposes; and

WHEREAS, Section 13.14.2, CFX Code, provides that CFX may dispose of real property designated as surplus property by selling it or exchanging it with private or public entities or persons in accordance with CFX's Amended and Restated Master Bond Resolution and Real Property Procedures Manual (the "Real Property Manual"); and

WHEREAS, CFX staff and its General Engineering Consultant have examined the Expressway System facilities for State Road 408 improvements associated with the Florida Department of Transportation's ("FDOT") I-4 Ultimate project and the City of Orlando's Hicks Avenue Extension and determined that Parcel 312-3 (Part A) consisting of 1.704 acres, Parcel 312-4 (Part A) consisting of 5.336 acres, Parcel 312-4 (Part B) consisting of 553 square feet, Parcel 312-3 (Part B), 312-3 (Part C), 312-3 (Part D), 312-4 (Part F), 312-4 (Part G), 312-4 (Part H), 312-4 (Part I) and 312-4 (Part J) consisting of Release of limited Access Rights, as more particularly describe in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Parcels"), are located outside of the current operating right of way limits of the Expressway System and not needed to support the existing Expressway System; and

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

WHEREAS, based on the foregoing, and the recommendation made by the Right of Way Committee at its meeting on September 23, 2026, the Board finds it in the best interest of CFX and the public to adopt this Resolution declaring and designating the Parcels as surplus property.

Resolution No. 2026 - _____
SR 408, Project No. 2.1

Parcels 312-3 (Part A), 312-4 (Parts A, B), 312-3 (Parts B, C, D), 312-4 (Parts F, G, H, I & J)

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

1. **FINDINGS OF FACT.** Based on the representations made by staff and CFX's General Engineering Consultant, and the recommendation of the Right of Way Committee, the Board hereby finds that the Parcels identified in **Exhibit "A"** attached hereto are:

- (a) Located outside of the current operating right of way limits of the Expressway System; and
- (b) Not currently needed to support the existing Expressway System; and
- (c) No longer essential for present or future construction, operation, or maintenance of the Expressway System or for essential CFX purposes.

2. **DECLARATION OF SURPLUS PROPERTY.** Having made the above findings, the Board hereby declares and designates the Parcels as surplus property.

3. **DISPOSAL AUTHORIZATION.** The Board hereby authorizes CFX staff to dispose of such surplus property in accordance with CFX's Property Acquisition, Disposition and Permitting Policy, Amended and Restated Master Bond Resolution, and Real Property Manual.

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

ADOPTED this ____ day of October, 2026.

Buddy Dyer, CFX Board Chairman

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

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

David A. Shontz, Right of Way Counsel

Resolution No. 2026 - _____
SR 408, Project No. 2.1

Parcels 312-3 (Part A), 312-4 (Parts A, B), 312-3 (Parts B, C, D), 312-4 (Parts F, G, H, I & J)

Exhibit “A”

PARCELS

312-3 (Part A)
312-4 (Part A)
312-4 (Part B)
312-3 (Part B)
312-3 (Part C)
312-3 (Part D)
312-4 (Part F)
312-4 (Part G)
312-4 (Part H)
312-4 (Part I)
314-4 (Part J)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-3
PURPOSE: TRANSFER TO CITY OF ORLANDO
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART A

A parcel of land lying within the existing Limited Access Right of Way of the I-4/State Road 408 Connector as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4, together with that portion of the lands described in Official Records Book 2289, Page 526, Official Records Book 2302, Page 37, Official Records Book 2216, Page 388 and that portion of vacated Lime Court (Formerly an Alley) vacated per Official Records Book 2597, Page 448 all of the Public Records of Orange County, Florida, lying South of the existing Westerly Limited Access Right of Way line of Gore Street and North of the existing Northerly Right of Way line of Gore Street both as shown on said Right of Way Map, all located in the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection, a distance of 5.00 feet to the POINT OF BEGINNING; thence departing said Southerly projection, run along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector the following five (5) courses: thence North 00°17'38" West, a distance of 127.55 feet; thence North 89°44'56" West, a distance of 29.83 feet; thence North 00°13'06" West, a distance of 131.86 feet; thence South 89°52'16" East, a distance of 42.74 feet; thence North 00°27'42" West, a distance of 365.16 feet to a point on the existing South Right of Way line of Conley Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°57'41" East along said South Right of Way line, a distance of 221.84 feet to a point on the existing Easterly Limited Access Right of Way line of

SEE SHEET 2 FOR CONTINUATION

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A PROPERTY INFORMATION REPORT.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 1990 ADJUSTMENT DERIVING A BEARING OF SOUTH 89°46'47" EAST ALONG THE SOUTH LINE OF THE NW 1/4 OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 75280, FP NO. 242484-4.
3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 07/07/2025 PER FAC 5J-17.062(2)

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

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

SHEILA A. WARE, PSM
LICENSE NO. 5529



SEE SHEET 5 FOR LEGEND AND SKETCH OF DESCRIPTION

DATE SEPTEMBER 16, 2025	CERTIFICATION OF AUTHORIZATION NO. 18 89011	SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY) SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	PARCEL 312-3
DRAWN BY M. ROLLINS	CHECKED BY S. WARE		
Dewberry PROJECT NO. 50185130	 Dewberry 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 643-5120		SCALE: N/A
REVISION	BY	DATE	SHEET 1 OF 6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-3
PURPOSE: TRANSFER TO CITY OF ORLANDO
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:
PART A

CONTINUED FROM SHEET 1

said I-4/State Road 408 Connector; thence departing said South Right of Way line, run South 00°32'39" East, along said Easterly Limited Access Right of Way line, a distance of 43.49 feet; thence departing said Easterly Limited Access Right of Way line, run North 86°23'42" West, a distance of 83.28 feet; thence South 44°13'49" West, a distance of 43.33 feet; thence South 03°33'56" West, a distance of 379.72 feet; thence South 00°09'30" West, a distance of 147.89 feet; thence South 89°49'50" East, a distance of 142.62 feet to aforesaid Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector; thence run South 00°32'39" East along said Easterly Limited Access Right of Way line, a distance of 12.75 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Easterly Limited Access Right of Way line and said Northerly Limited Access Right of Way line of Gore Street, run South 40°58'22" West, a distance of 21.12 feet to a point on the existing Northerly Right of Way line of Gore Street as shown on aforesaid Right of Way Map; thence run North 89°46'47" West along said Northerly Right of Way line of Gore Street, a distance of 222.60 feet to the POINT OF BEGINNING.

Containing 1.704 acres, more or less.

SEE SHEET 5 FOR LEGEND AND SKETCH OF DESCRIPTION

DATE	SEPTEMBER 16, 2025	CERTIFICATION OF AUTHORIZATION NO. LB 8811	SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)	PARCEL 312-3
DRAWN BY	M ROLLINS	 Dewberry 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
CHECKED BY	S WARE			SHEET 2 OF 6
DEWBERRY PROJECT NO.	50185530			
REVISION	BY	DATE		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-3
PURPOSE: RELEASE LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART B

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

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection, a distance of 5.00 feet to the POINT OF BEGINNING; thence departing said Southerly projection, continue North 00°17'38" West along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 16.95 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°32'57" East along said Northerly Limited Access Right of Way line of Gore Street, a distance of 236.54 feet to a point on the existing Easterly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said Northerly Limited Access Right of Way line of Gore Street, run North 00°32'39" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 12.75 feet to the POINT OF TERMINUS.

Releasing Limited Access Rights along a line without area.

PART C

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

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection, a distance of 5.00 feet to the existing Northerly Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Southerly projection and said Northerly Right of Way line, continue North 00°17'38" West along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 16.95 feet to the POINT OF BEGINNING; thence continue along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector the following five (5) courses: thence North 00°17'38" West, a distance of 110.60 feet; thence North 89°44'56" West, a distance of 29.83 feet; thence North 00°13'06" West, a distance of 131.86 feet; thence South 89°52'16" East, a distance of 42.74 feet; thence North 00°27'42" West, a distance of 365.16 feet to the POINT OF TERMINUS.

Releasing Limited Access Rights along a line without area.

SEE SHEET 5 FOR LEGEND
SEE SHEET 6 FOR SKETCH OF DESCRIPTION

DATE	SEPTEMBER 16, 2025		 Dewberry 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	CERTIFICATION OF AUTHORIZATION NO. LS 8011	SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)	PARCEL 312-3	
DRAWN BY	M. ROLLINS						
CHECKED BY	S. WAIRE						
DEWBERRY PROJECT NO.	50185530						
REVISION	BY	DATE	SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA				
			SCALE: N/A				
			SHEET 3 OF 6				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-3
PURPOSE: RELEASE LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART D

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

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection, a distance of 5.00 feet to the existing Northerly Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Southerly projection and said Northerly Right of Way line, continue North 00°17'38" West along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 16.95 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°32'57" East along said Northerly Limited Access Right of Way line of Gore Street, a distance of 236.54 feet to a point on the existing Easterly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said Northerly Limited Access Right of Way line of Gore Street, run North 00°32'39" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 565.88 feet to the POINT OF BEGINNING; thence continue North 00°32'39" West along said Easterly Limited Access Right of Way line, a distance of 43.49 feet to the POINT OF TERMINUS.

Releasing Limited Access Rights along a line without area.

SEE SHEET 5 FOR LEGEND
SEE SHEET 6 FOR SKETCH OF DESCRIPTION

DATE	SEPTEMBER 16, 2023	CERTIFICATION OF AUTHORIZATION NO. LB 8011	SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)	PARCEL 312-3
DRAWN BY	M. ROLLINS			
CHECKED BY	S. WARE		SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
DEWBERRY PROJECT NO.	50185530			
				
800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120				
REVISION	BY	DATE		SHEET 4 OF 6

LEGEND & ABBREVIATIONS

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

SEC 35,
TWP 22 SOUTH,
RGE 29 EAST

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

SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE	SEPTEMBER 16, 2023	
DRAWN BY	M ROLLINS	
CHECKED BY	S WARE	
DEWBERRY PROJECT NO.	50185590	
REVISION	BY	DATE

NOT PLATTED

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

CONLEY STREET
JOHNS STREET (P)

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

EXIST. WESTERLY LA RW LINE OF 1-4SR 408 CONNECTOR AS SHOWN ON FDOT R/W MAP SEC 75280, FP NO. 242484-4 (TO BE RELEASED)

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

BLOCK B

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

WILLIS STREET

NOTES:

- PORTION OF LANDS DESCRIBED IN ORB 2289, PG 526
- PORTION OF LANDS DESCRIBED IN ORB 2302, PG 37
- PORTION OF LANDS VACATED PER ORB 2597, PG 448
- PORTION OF LANDS DESCRIBED IN ORB 2216, PG 388

EXIST. WESTERLY LA RW LINE OF 1-4SR 408 CONNECTOR AS SHOWN ON FDOT R/W MAP SEC 75280, FP NO. 242484-4 (TO BE RELEASED)

NOT PLATTED

S LINE, NW 1/4, SEC 35

GORE STREET

SOUTHERLY PROJECTION OF EXIST. WESTERLY LA RW LINE OF 1-4SR 408 CONNECTOR AS SHOWN ON FDOT R/W MAP SEC 75280, FP NO. 242484-4

LIME COURT (FORMERLY ALLEY)

EXIST. NORTHERLY LA RW LINE AS SHOWN ON FDOT R/W MAP SEC 75280, FP NO. 242484-4 (TO BE RELEASED)

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

CALAHAN DRIVE
CONLEY STREET (P)

MURPHY STREET

AVONDALE AVENUE
RULLFOND STREET (P)

GRIFFON PARK PB "Q", PG 72

SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE		SEPTEMBER 16, 2023
DRAWN BY		M ROLLINS
CHECKED BY		S WARE
DEWBERRY PROJECT NO		50185590
REVISION		BY DATE

CERTIFICATION OF
AUTHORIZATION NO. LB 8011

 **Dewberry**

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

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

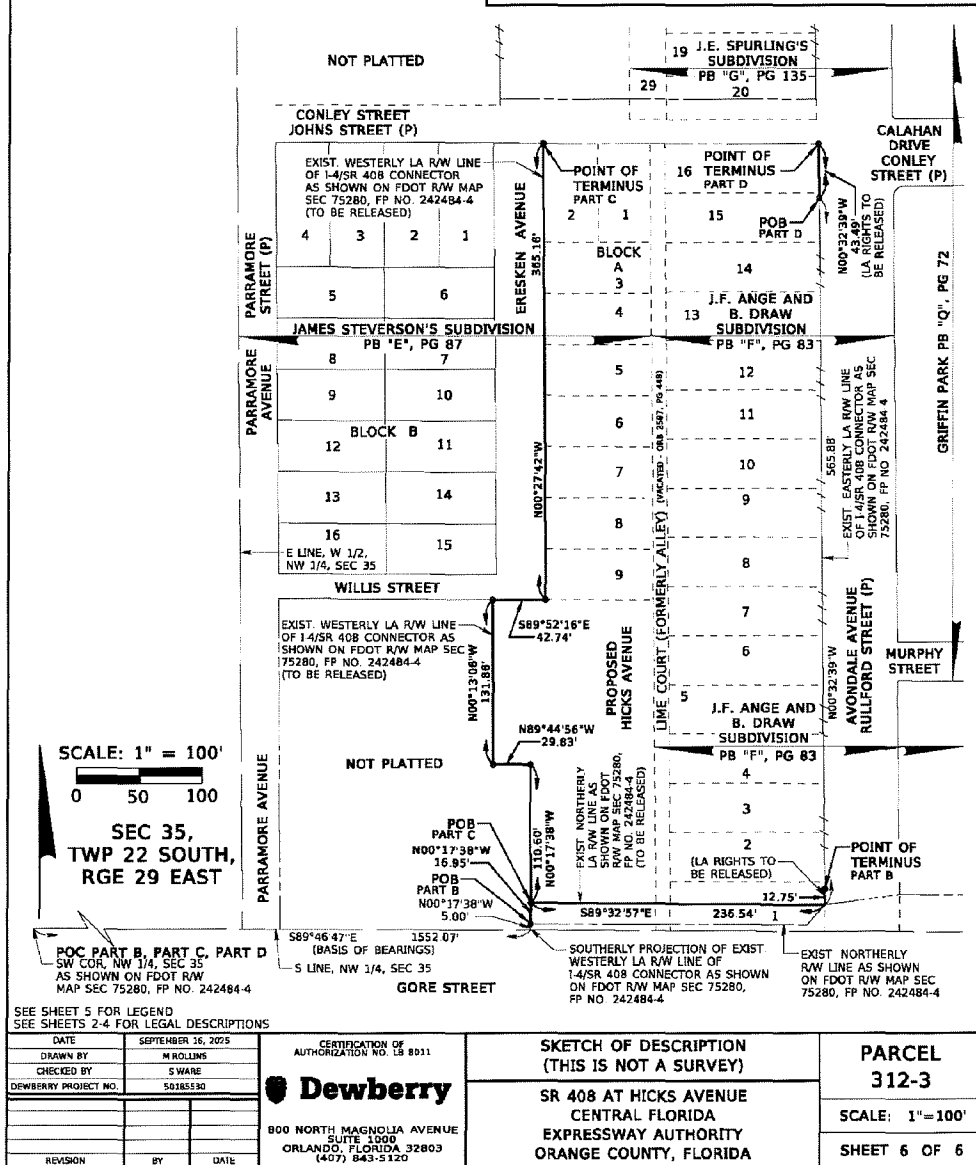
SR 408 AT HICKS AVENUE
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
312-3

SCALE: 1"=100'

SHEET 5 OF 6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 408 AT HICKS AVENUE
 PROJECT NO. 408-312B
 PARCEL NO. 312-3
 PURPOSE: RELEASE LIMITED ACCESS RIGHTS
 ESTATE: FEE SIMPLE



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408 312B
PARCEL NO. 312-4
PURPOSE: TRANSFER TO CITY OF ORLANDO
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART A

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

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection and along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 21.95 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°32'57" East along said Northerly Limited Access Right of Way line of Gore Street, a distance of 236.54 feet to a point on the existing Easterly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said Northerly Limited Access Right of Way line of Gore Street, run North 00°32'39" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 609.37 feet to a point on the existing South Right of Way line of Conley Street as shown on said Right of Way Map; thence departing said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector and said South Right of Way line of Conley Street, run North 04°00'48" West, a distance of 36.08 feet to a point on the existing North Right of Way line of said Conley Street and said existing Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector for the POINT OF BEGINNING; thence departing said Easterly Limited Access Right of Way line, run North 89°58'56" West along said North Right of Way line of Conley Street, a distance of 254.19 feet to aforesaid existing Westerly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said North Right of Way line, run along said Westerly Limited Access

SEE SHEET 2 FOR CONTINUATION

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF CERTIFICATE OF TITLE
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0903), 1983 NORTH AMERICAN DATUM, 1990 ADJUSTMENT DERIVING A BEARING OF SOUTH 89°46'47" EAST ALONG THE SOUTH LINE OF THE NW 1/4 OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 75280, FP NO. 242484-4.
3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 07/07/2025 PER FAC 5J-17.062(2)

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

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:



SHEILA A. WARE, PSM
LICENSE NO. 5529

SEE SHEET 10 FOR LEGEND
SEE SHEETS 10-12 FOR SKETCH OF DESCRIPTION

DATE JULY 07, 2025	CERTIFICATION OF AUTHORIZATION NO. LB 8011	SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)	PARCEL 312-4
DRAWN BY H. ROLLINS	 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
CHECKED BY S. WARE			SHEET 1 OF 17
DEWBERRY PROJECT NO. 5018530			
REVISION	BY	DATE	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 408 AT HICKS AVENUE
 PROJECT NO. 408-312B
 PARCEL NO. 312-4
 PURPOSE: TRANSFER TO CITY OF ORLANDO
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:
 PART A
 CONTINUED FROM SHEET 1

Right of Way line the following eight (8) courses: thence North 00°29'51" West, a distance of 193.02 feet; thence North 87°35'45" West, a distance of 6.21 feet; thence North 00°36'06" West, a distance of 186.18 feet; thence North 22°35'57" West, a distance of 40.28 feet; thence North 89°57'52" West, a distance of 71.41 feet; thence North 00°30'29" West, a distance of 91.37 feet; thence North 49°34'02" West, a distance of 30.81 feet; thence South 89°57'09" West, a distance of 63.04 feet to a point on the existing East Right of Way line of Parramore Avenue as shown on aforesaid Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run along said East Right of Way line the following three (3) courses: thence North 00°27'45" West, a distance of 74.40 feet; thence North 01°53'00" East, a distance of 41.34 feet; thence North 00°50'15" West, a distance of 18.22 feet; thence departing said East Right of Way line, run South 68°37'58" East, a distance of 14.36 feet; thence South 85°46'41" East, a distance of 34.19 feet; thence South 79°57'27" East, a distance of 17.37 feet; thence South 59°46'44" East, a distance of 3.50 feet; thence South 79°49'27" East, a distance of 15.43 feet; thence South 77°48'01" East, a distance of 15.43 feet; thence North 83°42'02" East, a distance of 2.54 feet; thence South 75°59'55" East, a distance of 35.62 feet; thence South 76°12'30" East, a distance of 53.32 feet; thence South 79°53'15" East, a distance of 37.36 feet; thence North 75°27'31" East, a distance of 40.29 feet; thence North 41°56'10" East, a distance of 38.41 feet; thence North 00°00'00" East, a distance of 25.34 feet; thence North 90°00'00" West, a distance of 0.99 feet; thence North 00°34'00" West, a distance of 40.75 feet; thence South 89°47'26" East, a distance of 3.39 feet; thence North 00°12'34" East, a distance of 23.33 feet; thence South 89°47'31" East, a distance of 9.55 feet; thence North 00°00'02" East, a distance of 7.67 feet; thence North 89°59'58" West, a distance of 1.13 feet; thence North 00°00'02" East, a distance of 117.85 feet; thence South 89°59'58" East, a distance of 1.15 feet; thence North 00°00'02" East, a distance of 7.67 feet; thence North 90°00'00" West, a distance of 9.04 feet; thence North 00°00'00" East, a distance of 22.31 feet; thence North 43°46'21" West, a distance of 27.88 feet; thence North 69°08'57" West, a distance of 14.17 feet to a point on aforesaid existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector; thence run along said Westerly Limited Access Right of Way line the following eight (8) courses: thence North 01°37'39" West, a distance of 30.47 feet; thence North 00°35'02" West, a distance of 70.00 feet; thence North 20°33'58" East, a distance of 83.21 feet; thence North 36°41'00" East, a distance of 95.76 feet; thence North 70°21'53" East, a distance of 45.00 feet; thence North 39°37'20" East, a distance of 23.92 feet; thence North 00°35'35" West, a distance of 60.00 feet; thence North 89°27'31" East, a distance of 97.00 feet; thence departing said Westerly Limited Access Right of Way line, run South 00°32'30" East, a distance of 15.75 feet; thence South 34°12'07" West, a distance of 28.69 feet; thence South 08°35'17" West, a distance of 53.45 feet; thence South 23°02'26" West, a distance of 146.75 feet to a point on a non-tangent curve, concave Southeasterly, having a radius of 506.00 feet, a chord distance of 76.60 feet and a chord bearing of South 20°31'53" West; thence from a tangent bearing of South 24°52'22" West run Southwesterly along the arc of said curve through a central angle of 08°40'57", a distance of 76.68 feet; thence departing said curve, run South 11°52'54" West, a distance of 100.14 feet; thence North 89°59'58" West, a distance of 8.95 feet; thence South 00°00'02" West, a distance of 7.67 feet; thence South 89°59'58" East, a distance of 1.13 feet; thence South 00°00'02" West, a distance of 117.88 feet; thence North 89°59'58" West, a distance of 1.13 feet; thence South 00°00'02" West, a distance of 7.67 feet; thence North 89°51'31" East, a distance of 7.29 feet; thence South 00°31'00" East, a distance of 19.53 feet; thence South 07°25'51" East, a distance of 48.54 feet; thence South 20°16'44" East, a distance of 45.66 feet;

SEE SHEET 3 FOR CONTINUATION

SEE SHEET 10 FOR LEGEND
 SEE SHEETS 10-12 FOR SKETCH OF DESCRIPTION

DATE JULY 07, 2025		CERTIFICATION OF AUTHORIZATION NO. LR 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)	PARCEL 312-4 SCALE: N/A SHEET 2 OF 17
DRAWN BY CHECKED BY DEWBERRY PROJECT NO.	MAGLOWE S WALKER 50385190		SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	
REVISION	BY	DATE		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 408 AT HICKS AVENUE
 PROJECT NO. 408-312B
 PARCEL NO. 312-4
 PURPOSE: TRANSFER TO CITY OF ORLANDO
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:
 PART A
 CONTINUED FROM SHEET 2

thence South 62°43'08" East, a distance of 39.60 feet; thence South 50°17'42" East, a distance of 19.64 feet; thence North 80°49'50" East, a distance of 228.84 feet; thence North 83°11'31" East, a distance of 84.21 feet to a point on aforesaid Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector; thence run along said Easterly Limited Access Right of Way line the following three (3) courses: thence South 74°35'53" West, a distance of 48.65 feet to a point on a non-tangent curve, concave Southeasterly, having a radius of 416.00 feet, a chord distance of 93.32 feet and a chord bearing of South 68°01'21" West; thence from a tangent bearing of South 74°27'46" West run Southwesterly along the arc of said curve through a central angle of 12°52'50", a distance of 93.52 feet to a point on a non-tangent curve, concave Southeasterly, having a radius of 316.00 feet, a chord distance of 127.00 feet and a chord bearing of South 50°02'56" West; thence from a tangent bearing of South 61°38'29" West run Southwesterly along the arc of said curve through a central angle of 23°11'07", a distance of 127.87 feet; thence departing said curve and said Easterly Limited Access Right of Way line, run North 51°11'17" West, a distance of 44.96 feet; thence South 65°37'23" West, a distance of 69.92 feet; thence South 46°18'06" West, a distance of 38.40 feet; thence South 11°06'05" West, a distance of 88.55 feet; thence South 09°42'13" West, a distance of 126.66 feet; thence South 11°17'44" West, a distance of 129.66 feet; thence South 02°23'43" West, a distance of 75.69 feet; thence South 25°30'20" East, a distance of 47.86 feet; thence South 73°53'14" East, a distance of 64.70 feet; thence North 89°57'14" East, a distance of 30.31 feet to a point on aforesaid Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector; thence run South 00°30'53" East along said Easterly Limited Access Right of Way line, a distance of 16.90 feet to the POINT OF BEGINNING.

Containing 5.336 acres, more or less.

PART B

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

Commence at the Northwest corner of Lot 3, Block A of J.E. SPURLING'S SUBDIVISION, according to the plat thereof as recorded in Plat Book "G", Page 135 of the public records of Orange County Florida and as shown on said Right of Way Map, also being a point on the existing East Right of Way line of Parramore Avenue, as shown on said Right of Way Map; thence run along said East Right of Way line the following four (4) courses: thence North 00°27'45" West, a distance of 74.40 feet; thence North 01°53'00" East, a distance of 41.34 feet; thence North 00°50'15" West, a distance of 273.77 feet to the POINT OF BEGINNING; thence continue North 00°50'15" West, a distance of 5.23 feet to a point on the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said East Right of Way line, run North 89°35'57" East along said Westerly Limited Access Right of Way line, a distance of 171.32 feet; thence departing said Westerly Limited Access Right of Way line, run South 78°07'07" West, a distance of 7.23 feet; thence South 88°16'34" West, a distance of 164.24 feet to the POINT OF BEGINNING.

Containing 553 square feet, more or less.

SEE SHEET 30 FOR LEGEND
 SEE SHEETS 10-32 FOR SKETCH OF DESCRIPTION

DATE	JULY 07, 2005	CERTIFICATION OF AUTHORIZATION NO. LB 8011 	SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY) SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	PARCEL 312-4 SCALE: N/A SHEET 3 OF 17
DRAWN BY	M. ROLINS			
CHECKED BY	S. WARE	800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 643-3120		
DEWBERRY PROJECT NO.	50185530			
REVISION	BY	DATE		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 408 AT HICKS AVENUE
 PROJECT NO. 408-312B
 PARCEL NO. 312-4
 PURPOSE: RELEASE LIMITED ACCESS RIGHTS
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART F

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

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection and along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 21.95 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°32'57" East along said Northerly Limited Access Right of Way line of Gore Street, a distance of 236.54 feet to a point on the existing Easterly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said Northerly Limited Access Right of Way line of Gore Street, run North 00°32'39" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 609.37 feet to a point on the existing South Right of Way line of Conley Street as shown on said Right of Way Map; thence departing said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector and said South Right of Way line of Conley Street, run North 04°00'48" West, a distance of 36.08 feet to a point on the existing North Right of Way line of said Conley Street and said existing Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector; thence departing said Easterly Limited Access Right of Way line, run North 89°58'56" West along said North Right of Way line of Conley Street, a distance of 254.19 feet to aforesaid existing Westerly Limited Access Right of Way line of said I-4/State Road 408 Connector for the POINT OF BEGINNING; thence departing said North Right of Way line, run along said Westerly Limited Access Right of Way line the following eight (8) courses: thence North 00°29'51" West, a distance of 193.02 feet; thence North 87°35'45" West, a distance of 6.21 feet; thence North 00°36'06" West, a distance of 186.18 feet; thence North 22°35'57" West, a distance of 40.28 feet; thence North 89°57'52" West, a distance of 71.41 feet; thence North 00°30'29" West, a distance of 91.37 feet; thence North 49°34'02" West, a distance of 30.81 feet; thence South 89°57'09" West, a distance of 63.04 feet to a point on the existing East Right of Way line of Parramore Avenue as shown on aforesaid Right of Way Map for the POINT OF TERMINUS.

Releasing Limited Access Rights along a line without area.

SEE SHEET 10 FOR LEGEND
 SEE SHEETS 15-16 FOR SKETCH OF DESCRIPTION

DATE JULY 07, 2025	CERTIFICATION OF AUTHORIZATION NO. 18 8011	SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)	PARCEL 312-4
DRAWN BY N ROLLINS			
CHECKED BY S WARE			
DEWBERRY PROJECT NO. 50185530	 Dewberry	SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
	800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120		SHEET 6 OF 17
REVISION	BY	DATE	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408 312B
PARCEL NO. 312-4
PURPOSE: RELEASE LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART G

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

Commence at the Northwest corner of Lot 3, Block A of J.E. SPURLING'S SUBDIVISION, according to the plat thereof as recorded in Plat Book "G", Page 135 of the public records of Orange County Florida and as shown on said Right of Way Map, also being a point on the existing East Right of Way line of Parramore Avenue, as shown on said Right of Way Map; thence run along said East Right of Way line the following three (3) courses: thence North 00°27'45" West, a distance of 74.40 feet; thence North 01°53'00" East, a distance of 41.34 feet; thence North 00°50'15" West, a distance of 279.00 feet to a point on the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map for the POINT OF BEGINNING; thence departing said East Right of Way line run North 89°35'57" East along said Westerly Limited Access Right of Way line, a distance of 171.32 feet to the POINT OF TERMINUS.

Releasing Limited Access Rights along a line without area.

PART H

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

Commence at the Northwest corner of Lot 3, Block A of J.E. SPURLING'S SUBDIVISION, according to the plat thereof as recorded in Plat Book "G", Page 135 of the public records of Orange County Florida and as shown on said Right of Way Map, also being a point on the existing East Right of Way line of Parramore Avenue, as shown on said Right of Way Map; thence run along said East Right of Way line the following three (3) courses: thence North 00°27'45" West, a distance of 74.40 feet; thence North 01°53'00" East, a distance of 41.34 feet; thence North 00°50'15" West, a distance of 279.00 feet to a point on the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said East Right of Way line run along said Westerly Limited Access Right of Way line the following nine (9) courses: thence North 89°35'57" East, a distance of 262.09 feet to the POINT OF BEGINNING; thence North 01°37'39" West, a distance of 30.47 feet; thence North 00°35'02" West, a distance of 70.00 feet; thence North 20°33'58" East, a distance of 83.21 feet; thence North 36°41'00" East, a distance of 95.76 feet; thence North 70°21'53" East, a distance of 45.00 feet; thence North 39°37'20" East, a distance of 23.92 feet; thence North 00°35'35" West, a distance of 60.00 feet; thence North 89°27'31" East, a distance of 97.00 feet to the POINT OF TERMINUS.

Releasing Limited Access Rights along a line without area.

SEE SHEET 10 FOR LEGEND
SEE SHEETS 16-17 FOR SKETCH OF DESCRIPTION

DATE	JULY 07, 2025	CERTIFICATION OF AUTHORIZATION NO. LB 8011	SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)	PARCEL 312-4
DRAWN BY	M.ROLLINS	 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A SHEET 7 OF 17
CHECKED BY	S.WARE			
DEWBERRY PROJECT NO.	50185530			
REVISION	BY	DATE		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 408 AT HICKS AVENUE
 PROJECT NO. 408-312B
 PARCEL NO. 312-4
 PURPOSE: RELEASE LIMITED ACCESS RIGHTS
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART I

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

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection and along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 21.95 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°32'57" East along said Northerly Limited Access Right of Way line of Gore Street, a distance of 236.54 feet to a point on the existing Easterly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said Northerly Limited Access Right of Way line of Gore Street, run North 00°32'39" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 609.37 feet to a point on the existing South Right of Way line of Conley Street as shown on said Right of Way Map; thence departing said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector and said South Right of Way line of Conley Street, run North 04°00'48" West, a distance of 36.08 feet to a point on the existing North Right of Way line of said Conley Street and said existing Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector; thence departing said North Right of Way line, run along said Easterly Limited Access Right of Way line the following six (6) courses: thence North 00°30'53" West, a distance of 278.59 feet; thence North 10°46'34" East, a distance of 105.88 feet to a point on a non-tangent curve, concave Southeasterly, having a radius of 316.00 feet, a chord distance of 150.89 feet and a chord bearing of North 24°38'38" East; thence from a tangent bearing of North 10°49'53" East run Northeasterly along the arc of said curve through a central angle of 27°37'29", a distance of 152.36 feet to the POINT OF BEGINNING; thence continue along said curve concave Southeasterly, having a radius of 316.00 feet, a chord distance of 127.00 feet and a chord bearing of North 50°02'56" East; thence run Northeasterly along the arc of said curve through a central angle of 23°11'07", a distance of 127.87 feet to a point on a non-tangent curve, concave Southeasterly, having a radius of 416.00 feet, a chord distance of 93.32 feet and a chord bearing of North 68°01'21" East; thence from a tangent bearing of North 61°34'56" East run Northeasterly along the arc of said curve through a central angle of 12°52'50", a distance of 93.52 feet; thence departing said curve, run North 74°35'53" East, a distance of 48.65 feet to the POINT OF TERMINUS.

Releasing Limited Access Rights along a line without area.

SEE SHEET 10 FOR LEGEND
 SEE SHEETS 15 & 16 FOR SKETCH OF DESCRIPTION

DATE	JULY 07, 2025	 Dewberry 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)	PARCEL 312-4 SCALE: N/A SHEET 8 OF 17
DRAWN BY	M. ROLINS		SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	
CHECKED BY	S. WARE			
DEWBERRY PROJECT NO.	50185530			
REVISION	BY	DATE		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 408 AT HICKS AVENUE
 PROJECT NO. 408-312B
 PARCEL NO. 312-4
 PURPOSE: RELEASE LIMITED ACCESS RIGHTS
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART J

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

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection and along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 21.95 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°32'57" East along said Northerly Limited Access Right of Way line of Gore Street, a distance of 236.54 feet to a point on the existing Easterly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said Northerly Limited Access Right of Way line of Gore Street, run North 00°32'39" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 609.37 feet to a point on the existing South Right of Way line of Conley Street as shown on said Right of Way Map; thence departing said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector and said South Right of Way line of Conley Street, run North 04°00'48" West, a distance of 36.08 feet to a point on the existing North Right of Way line of said Conley Street and said existing Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector for the POINT OF BEGINNING; thence departing said North Right of Way line, run North 00°30'53" West along said Easterly Limited Access Right of Way line, a distance of 16.90 feet to the POINT OF TERMINUS.

Releasing Limited Access Rights along a line without area.

SEE SHEET 10 FOR LEGEND
 SEE SHEETS 15-16 FOR SKETCH OF DESCRIPTION

DATE	JULY 07, 2025	CERTIFICATION OF AUTHORIZATION NO. LE 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)	PARCEL 312-4
DRAWN BY	M. HOLLINS		SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
CHECKED BY	S. WARE			
DEWBERRY PROJECT NO.	50185530			
REVISION	BY	DATE	SHEET 9 OF 17	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 408 AT HICKS AVENUE
 PROJECT NO. 408-312B
 PARCEL NO. 312-4
 PURPOSE: TRANSFER TO CITY OF ORLANDO
 ESTATE: FEE SIMPLE

LEGEND & ABBREVIATIONS

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

SCALE: 1" = 100'

0 50 100

SEC 35,
 TWP 22 SOUTH,
 RGE 29 EAST

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

SEE SHEETS 1-3 FOR LEGAL DESCRIPTION

DATE	JULY 07, 2025
DRAWN BY	M. ROLLINS
CHECKED BY	S. WARE
DEWBERRY PROJECT NO.	59185330
REVISION	BY DATE

CERTIFICATION OF AUTHORIZATION NO. 18 8931

Dewberry

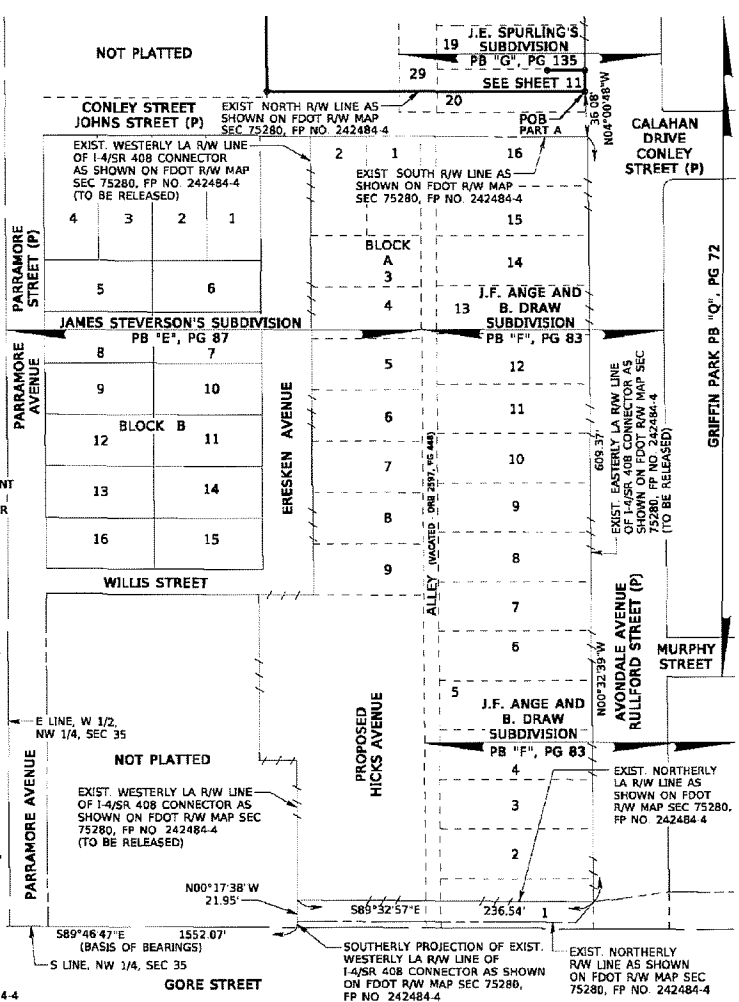
800 NORTH MAGNOLIA AVENUE
 SUITE 1000
 ORLANDO, FLORIDA 32803
 (407) 843-3120

SKETCH OF DESCRIPTION
 (THIS IS NOT A SURVEY)

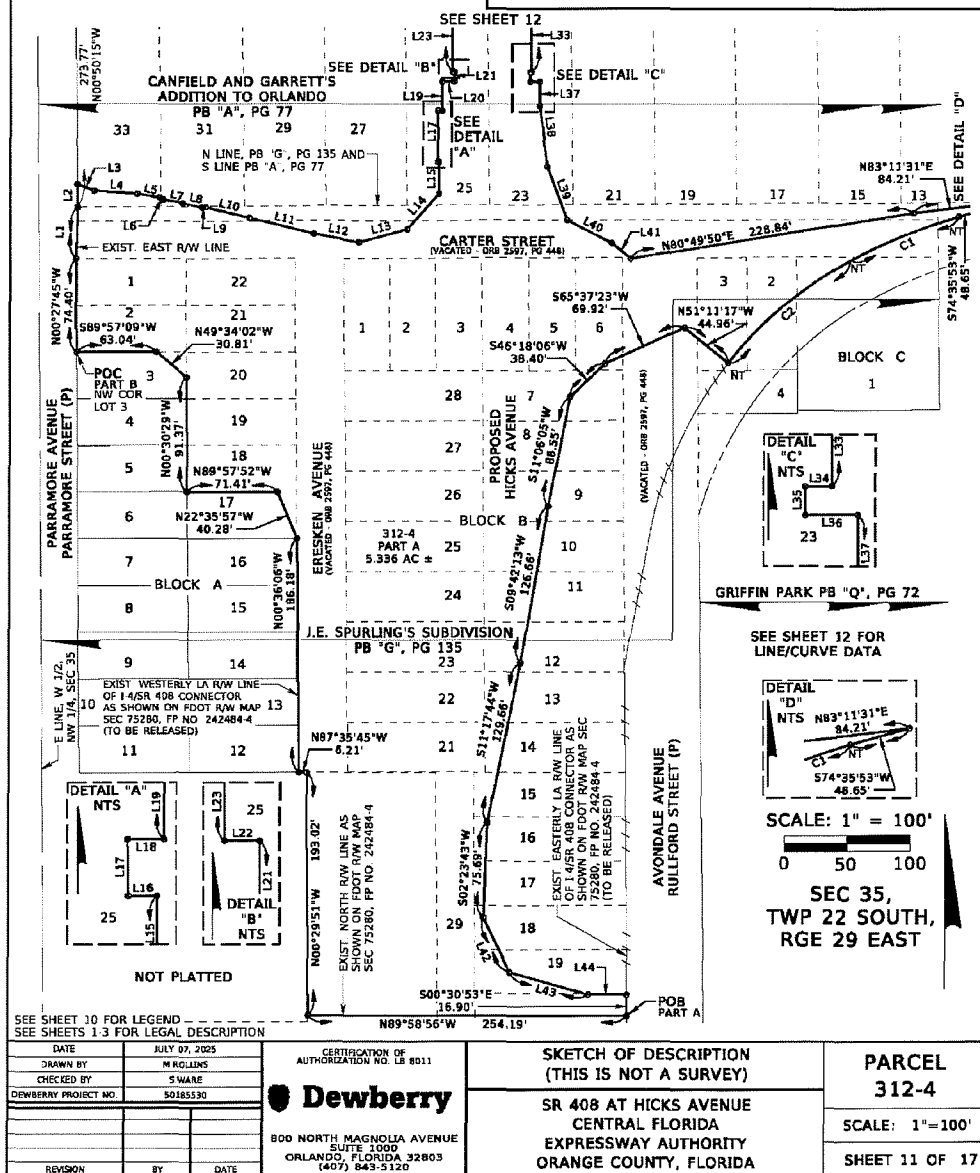
SR 408 AT HICKS AVENUE
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL
 312-4

SCALE: 1"=100'
 SHEET 10 OF 17



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 408 AT HICKS AVENUE
 PROJECT NO. 408-312B
 PARCEL NO. 312-4
 PURPOSE: TRANSFER TO CITY OF ORLANDO
 ESTATE: FEE SIMPLE

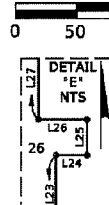
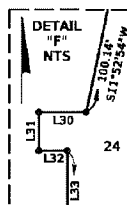


CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 408 AT HICKS AVENUE
 PROJECT NO. 408-312B
 PARCEL NO. 312-4
 PURPOSE: TRANSFER TO CITY OF ORLANDO
 ESTATE: FEE SIMPLE

SEC 35, TWP 22 SOUTH, RGE 29 EAST

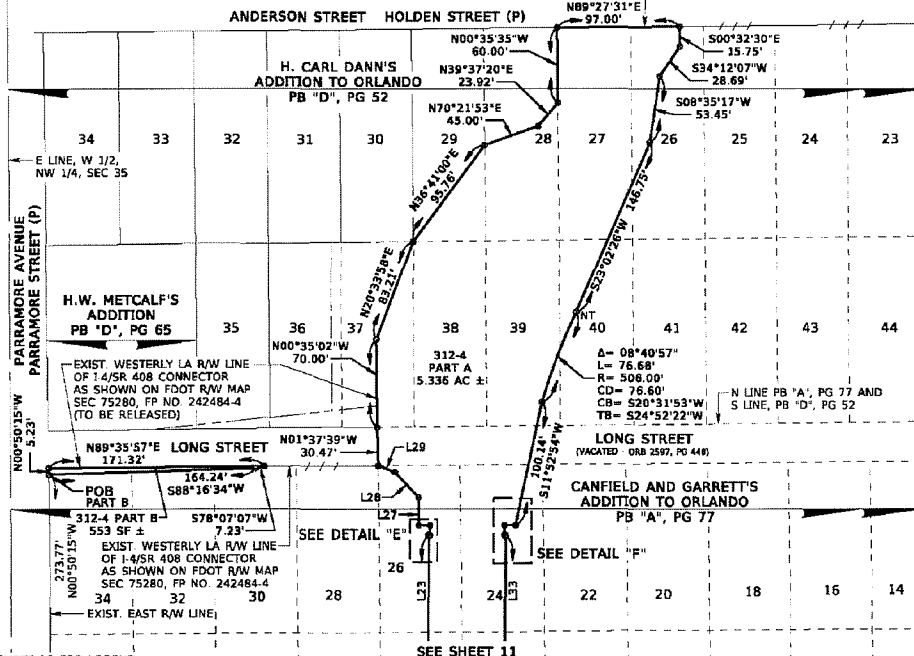
SCALE: 1" = 100'

L1 = N01°53'00"E 41.34'	L16 = N80°00'00"W 0.99'	L31 = S00°00'02"W 7.67'
L2 = N00°50'15"W 18.22'	L17 = N00°34'00"W 40.75'	L32 = S89°59'58"E 1.13'
L3 = S68°37'58"E 14.36'	L18 = S89°47'26"E 3.39'	L33 = S00°00'02"W 117.88'
L4 = S85°46'41"E 34.19'	L19 = N00°12'34"E 23.33'	L34 = N89°59'58"W 1.13'
L5 = S79°57'27"E 17.37'	L20 = S89°47'31"E 9.55'	L35 = S00°00'02"W 7.67'
L6 = S59°46'44"E 3.59'	L21 = N00°00'02"E 7.67'	L36 = N89°51'31"E 7.29'
L7 = S79°49'27"E 15.43'	L22 = N89°59'58"W 1.13'	L37 = S00°31'00"E 19.53'
L8 = S77°48'01"E 15.43'	L23 = N00°00'02"E 117.85'	L38 = S07°25'51"E 48.54'
L9 = N83°42'02"E 2.54'	L24 = S89°59'58"E 1.15'	L39 = S20°16'44"E 45.66'
L10 = S75°59'55"E 35.62'	L25 = N00°00'02"E 7.67'	L40 = S62°43'08"E 39.60'
L11 = S76°12'30"E 53.32'	L26 = N90°00'00"W 9.04'	L41 = S50°17'42"E 19.64'
L12 = S79°53'15"E 37.36'	L27 = N00°00'00"E 22.31'	L42 = S25°30'20"E 47.86'
L13 = N75°27'31"E 40.29'	L28 = N43°46'21"W 27.88'	L43 = S73°53'14"E 64.70'
L14 = N41°56'10"E 38.41'	L29 = N69°08'57"W 14.17'	L44 = N89°57'14"E 30.31'
L15 = N00°00'00"E 25.34'	L30 = N89°59'58"W 8.95'	



CURVE C1 A= 12°52'50" L= 93.52' R= 416.00' CD= 83.32' CB= S68°01'21"W TB= S74°27'46"W	CURVE C2 A= 23°11'07" L= 127.67' R= 316.00' CD= 127.60' CB= S50°02'56"W TB= S61°38'29"W	CURVE C3 A= 23°11'07" L= 127.67' R= 316.00' CD= 127.60' CB= N50°02'56"E TB= N61°34'58"E	CURVE C4 A= 12°52'50" L= 93.52' R= 416.00' CD= 83.32' CB= N89°01'21"E TB= N61°34'58"E
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EXIST. WESTERLY LA R/W LINE
 OF I-4/SR 408 CONNECTOR
 AS SHOWN ON FDOT R/W MAP
 SEC 75280, FP NO. 242484-4
 (TO BE RELEASED)



SEE SHEET 10 FOR LEGEND
 SEE SHEETS 1-3 FOR LEGAL DESCRIPTION

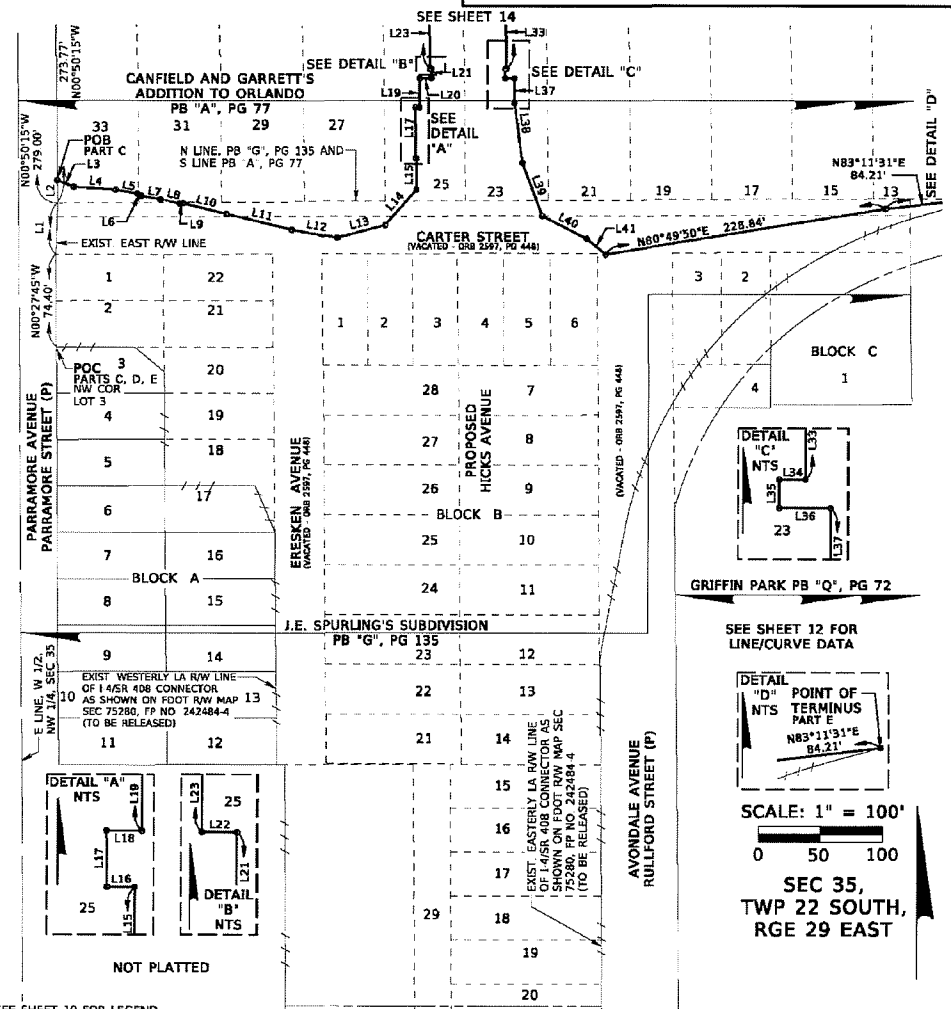
DATE	JULY 07, 2025
DRAWN BY	M. ROLLINS
CHECKED BY	S. WARE
DEWBERRY PROJECT NO.	50185530
REVISION	BY DATE

CERTIFICATION OF
 AUTHORIZATION NO. 18 8011
Dewberry
 800 NORTH MAGNOLIA AVENUE
 SUITE 1000
 ORLANDO, FLORIDA 32803
 (407) 843-5120

SKETCH OF DESCRIPTION
 (THIS IS NOT A SURVEY)
 SR 408 AT HICKS AVENUE
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

**PARCEL
 312-4**
 SCALE: 1"=100'
 SHEET 12 OF 17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 408 AT HICKS AVENUE
 PROJECT NO. 408-312B
 PARCEL NO. 312-4
 PURPOSE: ESTABLISH LIMITED ACCESS RIGHTS ONLY
 ESTATE: FEE SIMPLE



SEE SHEET 10 FOR LEGEND
 SEE SHEETS 4-5 FOR LEGAL DESCRIPTION

DATE	JULY 07, 2025
DRAWN BY	M. ROLLINS
CHECKED BY	S. WAINE
DEWBERRY PROJECT NO.	50185530
REVISION	BY DATE

CERTIFICATION OF
 AUTHORIZATION NO. LB 8011
Dewberry
 800 NORTH MAGNOLIA AVENUE
 SUITE 100B
 ORLANDO, FLORIDA 32803
 (407) 843-5120

SKETCH OF DESCRIPTION
 (THIS IS NOT A SURVEY)

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

PARCEL
 312-4

SCALE: 1"=100'

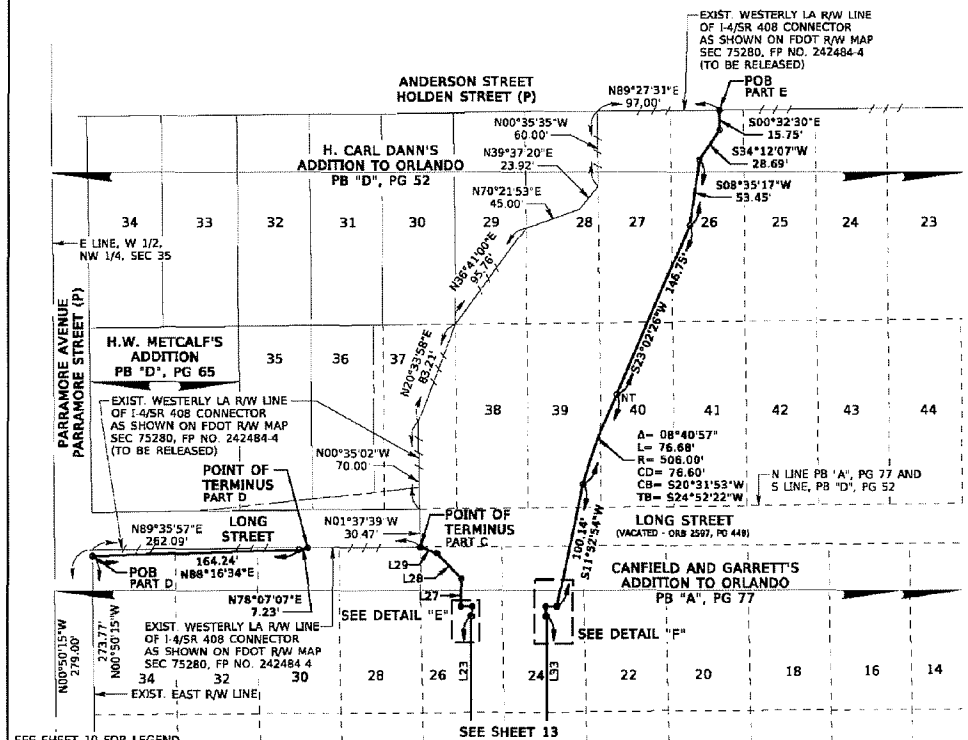
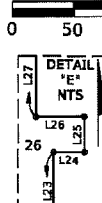
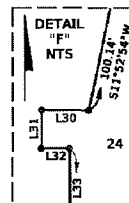
SHEET 13 OF 17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 408 AT HICKS AVENUE
 PROJECT NO. 408-312B
 PARCEL NO. 312-4
 PURPOSE: ESTABLISH LIMITED ACCESS RIGHTS ONLY
 ESTATE: FEE SIMPLE

SEC 35, TWP 22 SOUTH, RGE 29 EAST

SCALE: 1" = 100'

SEE SHEET 12
 FOR LINE DATA



SEE SHEET 10 FOR LEGEND
 SEE SHEETS 4-5 FOR LEGAL DESCRIPTION

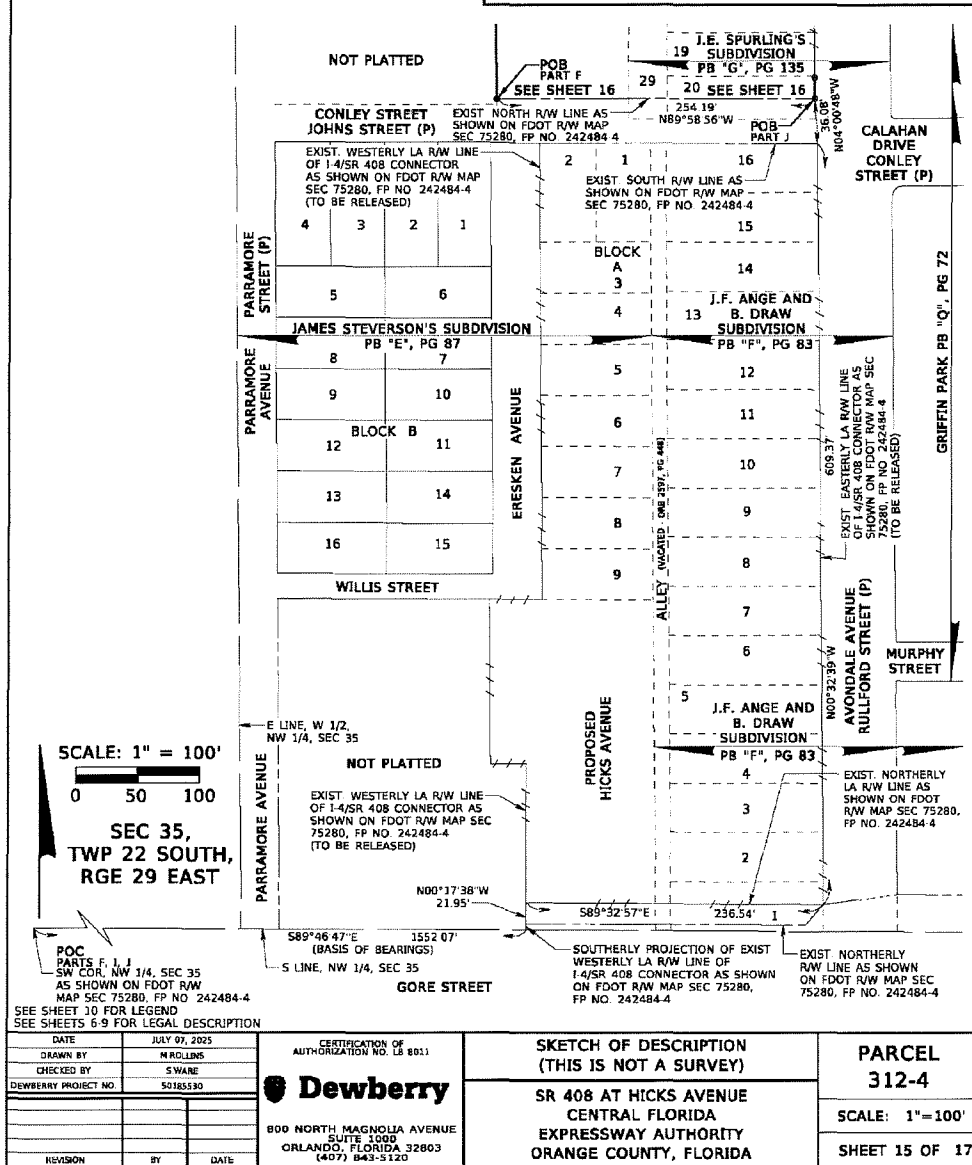
DATE	JULY 07, 2025
DRAWN BY	M. ROLLINS
CHECKED BY	S. WARE
DEWBERRY PROJECT NO.	5018530
REVISION	BY DATE

CERTIFICATION OF
 AUTHORIZATION NO. 18 8011
Dewberry
 800 NORTH MAGNOLIA AVENUE
 SUITE 1000
 ORLANDO, FLORIDA 32803
 (407) 943-5120

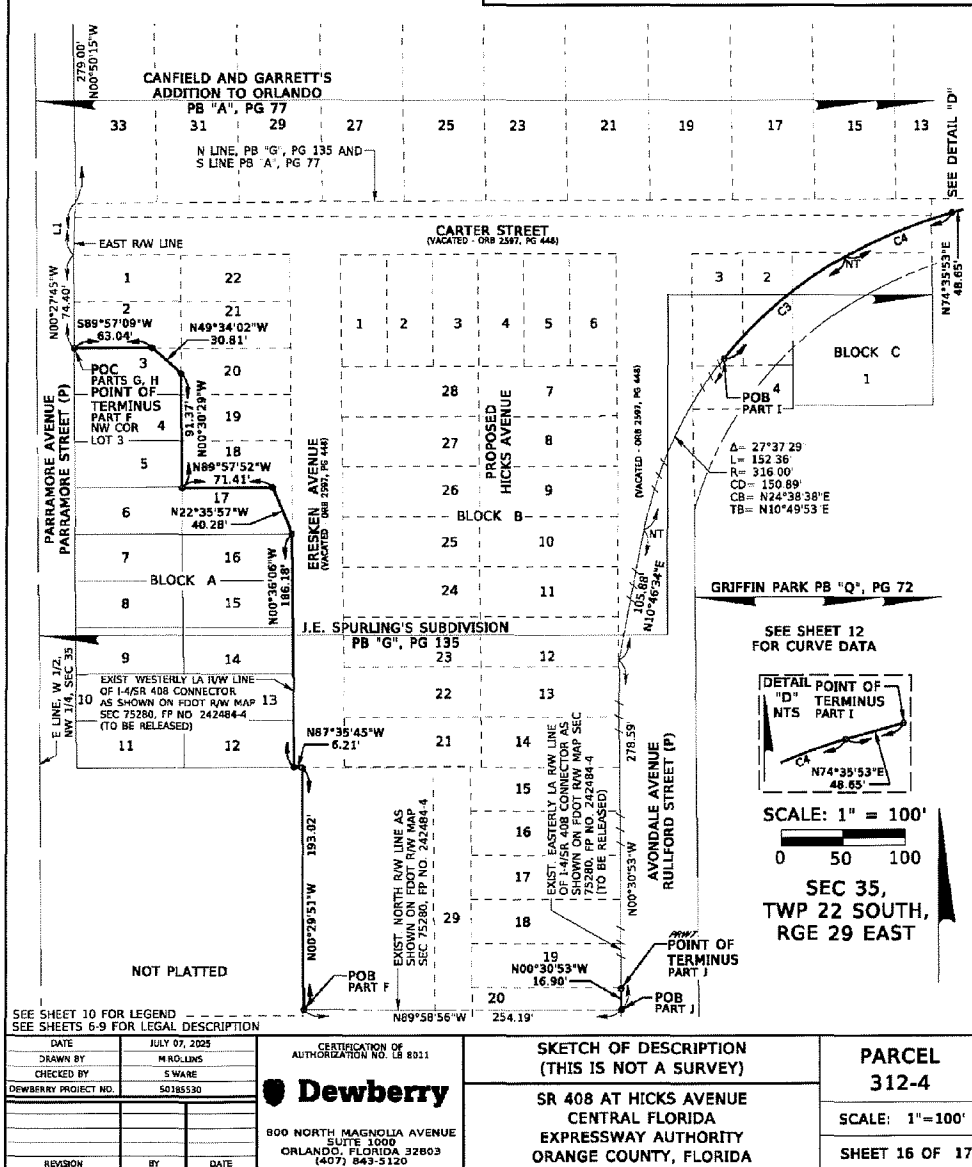
SKETCH OF DESCRIPTION
 (THIS IS NOT A SURVEY)
 SR 408 AT HICKS AVENUE
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL
 312-4
 SCALE: 1"=100'
 SHEET 14 OF 17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 408 AT HICKS AVENUE
 PROJECT NO. 408-312B
 PARCEL NO. 312-4
 PURPOSE: RELEASE LIMITED ACCESS RIGHTS
 ESTATE: FEE SIMPLE



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 408 AT HICKS AVENUE
 PROJECT NO. 408-312B
 PARCEL NO. 312-4
 PURPOSE: RELEASE LIMITED ACCESS RIGHTS
 ESTATE: FEE SIMPLE



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 408 AT HICKS AVENUE
 PROJECT NO. 408-312B
 PARCEL NO. 312-4
 PURPOSE: RELEASE LIMITED ACCESS RIGHTS
 ESTATE: FEE SIMPLE

SEC 35, TWP 22 SOUTH, RGE 29 EAST

SCALE: 1" = 100'

