



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** October 12, 2018

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**FROM:** Paul Sladek, Manager *PBS*  
Real Estate Management Division

**CONTACT  
PERSON:** Paul Sladek, Manager

**DIVISION:** Real Estate Management  
Phone: (407) 836-7090

**ACTION  
REQUESTED:** APPROVAL AND EXECUTION OF RESOLUTION DECLARING  
COUNTY PROPERTY SURPLUS AND AUTHORIZATION TO SELL  
COUNTY PROPERTY BY PRIVATE SALE TO ADJACENT  
PROPERTY OWNER AND LIMITED ACCESS LINE RELOCATION  
AGREEMENT BETWEEN ORANGE COUNTY AND CENTRAL  
FLORIDA EXPRESSWAY AUTHORITY AND DELEGATION OF  
AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION  
TO DO ALL THINGS NECESSARY AND PROPER TO ARRANGE  
THE CONVEYANCE OF SUCH COUNTY PROPERTY

**PROJECT:** Narcoossee Road @ S.R. 417, Right of Way Transfer (Surplus Property)  
  
District 4

**PURPOSE:** Authorization to sell County property, surplus to the needs of Orange  
County, by private sale to adjacent property owner.

**ITEMS:** Resolution  
  
Limited Access Line Relocation Agreement

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Public Works Department

**REMARKS:** In 2012, Orange County (the "County") acquired by Quit-Claim Deed and donation from the Orlando-Orange County Expressway Authority, now known as the Central Florida Expressway Authority (CFX), a certain parcel of land comprising approximately 6.222 acres (the "Parent Tract") to be used in connection with County's 6-Laning of Narcoossee Road between S.R. 417 and Orange/Osceola County Line. However, upon inquiry from an abutting property owner, it has since been determined that a 24,176.11 square foot portion of the Parent Tract (the "Parcel") is not needed for County purposes.

This Resolution declares the Parcel as surplus to the needs of the County and authorizes and directs the Real Estate Management Division (REM) to offer the Parcel for sale to owners of adjacent property pursuant to private sale, consistent with the provisions of Section 125.35(2), Florida Statutes. The sale of the Parcel will return the Parcel to the tax roll, eliminate liability, and generate revenue.

The Parcel is currently subject to a limited access line (LAL) in favor of CFX, which runs along the western boundary of the Parcel. In order for County to sell the Parcel, and/or for the Parcel to be of value to adjacent property owners, it is necessary to relocate the LAL from the western boundary of the Parcel to the eastern boundary of the Parcel. This Limited Access Line Relocation Agreement (the "Agreement") with CFX provides the terms and conditions upon which County may obtain such relocation of the LAL from CFX; however, County intends to assign all of its duties and obligations under this Agreement to the purchaser, if any, of the Parcel and County is not obligated to undertake any duties and obligations under this Agreement in the event that County's attempts to sell the Parcel are unsuccessful.

In the event that REM is able to agree to terms of a private sale with an abutting property owner, a purchase and sale agreement and County Deed will subsequently be submitted to the Board for consideration.

OCT 30 2018

**LIMITED ACCESS LINE RELOCATION AGREEMENT**

THIS LIMITED ACCESS LINE RELOCATION AGREEMENT (this "**Agreement**") is made and entered into as the Effective Date (hereinafter defined) by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, ("**County**") and CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes ("**CFX**").

**RECITALS**

A. CFX conveyed the Parent Parcel (hereinafter defined) to County in 2012 in furtherance of County's road construction project entitled "6 Lining of Narcoossee Road between S.R. 417 and Orange/Osceola Line" (the "**Project**").

B. A portion of the Parent Parcel, such portion being the Property (hereinafter defined), was ultimately not required by County in connection with the Project, and contemporaneously herewith the Orange County Board of County Commissioners will be adopting a resolution declaring the Property not needed for County purposes and authorizing the County's Real Estate Management Division to offer the Property for sale in accordance with the provisions set forth in Section 125.35, Florida Statutes, including competitive bidding if required.

C. In connection with potential future development of the Property, an existing limited access line in favor of CFX running generally along the western boundary of the Property (i.e. the Western L/A Line (hereinafter defined)) will need to be released by CFX and a new limited access line in favor of CFX running generally along the eastern boundary of the Property (i.e. the Eastern L/A Line (hereinafter defined)) will need to be granted to and established in favor of CFX. Likewise, an existing fence along the Western L/A Line will need to be removed and a new fence will need to be constructed along the Eastern L/A Line.

D. In anticipation of County electing to sell the Property, County and CFX (collectively, the "**Parties**") desire to enter into this Agreement to provide a process for the relocation of the limited access line and associated fencing affecting the Property.

**NOW, THEREFORE**, in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, County and CFX hereby agree as follows:

**ARTICLE I – RECITALS; DEFINITIONS**

Section 1.1 Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

Section 1.2 Definitions. As used in this Agreement, the following defined terms shall have the following defined meanings:

(a) CFX Deed. The term "**CFX Deed**" shall mean and refer to that certain "Quit-Claim Deed" dated April 30, 2012, and recorded June 22, 2012, in Book 10397, Page 6593,

of the Public Records of Orange County, Florida.

(b) Eastern L/A Line. The term "**Eastern L/A Line**" shall mean and refer to that certain limited access line legally described on Exhibit "C" attached hereto, which exhibit is hereby incorporated herein by this reference, and which Eastern L/A Line generally runs along the eastern boundary of the Property.

(c) Effective Date. The term "**Effective Date**" shall mean and refer to the effective date of this Agreement, which date shall be latest of: (i) the date this Agreement is executed by CFX; (ii) the date this Agreement is executed by County; and (iii) the date this Agreement is approved by the Orange County Board of County Commissioners.

(d) Owner. The term "**Owner**" shall mean and refer to the individual, trust, estate, corporation, partnership, company, association, or other person or entity who purchases the Property from County and becomes the fee owner of the Property.

(e) Parent Parcel. The term "**Parent Parcel**" shall mean and refer to, collectively, those certain lands conveyed by CFX to County pursuant to the CFX Deed.

(f) Property. The term "**Property**" shall mean and refer to that certain land legally described on Exhibit "A" attached hereto, which exhibit is hereby incorporated herein by this reference, and which Property is a portion of the Parent Parcel.

(g) Western L/A Line. The term "**Western L/A Line**" shall mean and refer to that certain limited access line legally described on Exhibit "B" attached hereto, which exhibit is hereby incorporated herein by this reference, and which Western L/A Line generally runs along the western boundary of the Property.

(h) Notice Addresses. The term "**Notice Addresses**" shall mean and refer to:

As to County:           Orange County, Florida  
Real Estate Management Division  
Attn: Manager  
400 E. South St.  
5th Floor  
Orlando, FL 32801

*with a copy to:*       Orange County, Florida  
County Attorney's Office  
Attn: County Attorney  
201 S. Rosalind Ave.  
3rd Floor  
Orlando, FL 32801

As to CFX:             Central Florida Expressway Authority  
Attn: Executive Director  
4974 ORL Tower Rd.

Orlando, FL 32807

*with a copy to:*

Central Florida Expressway Authority  
Attn: General Counsel  
4974 ORL Tower Rd.  
Orlando, FL 32807

**ARTICLE II – CONVEYANCE OF EASTERN L/A LINE TO CFX;  
REMITTANCE OF RELEASE PAYMENT**

Section 2.1 Conveyance of Eastern L/A Line to CFX. Contemporaneous with the closing (“**Closing**”) of an agreement between County and Owner to sell the Property (a “**Contract**”), but prior to the delivery and recording of any deed from County to Owner, County shall convey to CFX by Quit Claim Deed, in substantially the same form as **Exhibit “D,”** (the “**County Deed**”) all rights of ingress, egress, light, air and view to, from or across any right of way property adjoining the line described in **Exhibit “C,”** attached hereto and made a part hereof.

Section 2.2 Release of Western L/A Line by CFX. Within twenty (20) days following the Release Trigger (hereinafter defined), CFX shall release, by executing and recording a Notice of Partial Release of Limited Access Rights in substantially the same form as **Exhibit “E,”** (the “**Notice of Partial Release**”) the limited access rights represented by the limited access line described in **Exhibit “B,”** attached hereto and made a part hereof, but not any other portion of the limited access rights, the remainder of which shall remain and continue in full force and effect. CFX shall provide County with a copy of the recorded Notice of Partial Release within ten (10) business days following its recording. As used in this section, the “**Release Trigger**” shall be deemed to have occurred once all of the following have occurred: (i) the County Deed has been recorded by County in the Public Records of Orange County, Florida, and the Eastern L/A Line has been established in favor of CFX; (ii) CFX has received the Release Payment (hereinafter defined) from Owner; (iii) the Replacement Fence has been constructed by Owner; (iv) Owner has executed a Release of CFX per Section 4.19 below; and (v) all conditions precedent have occurred.

Section 2.3 Release Payment. Contemporaneous with Closing, County shall cause Owner to deliver to CFX – outside of Closing and pursuant to a direct delivery from Owner to CFX – funds in the amount of Ninety Six Thousand Five Hundred and No/100 U.S. Dollars (\$96,500.00) (the “**Release Payment**”) plus an additional sum equal to the amount that CFX will incur to record the Notice of Partial Release (“**Recording Fees**”). The Parties acknowledge that the Release Payment is the amount required to be paid to CFX for the release of the Western L/A Line pursuant to CFX’s “Property Acquisition, Disposition, & Permitting Procedures Manual”.

Section 2.4 Termination of Agreement Upon Certain Failures. In the event that either Closing does not occur on or before March 20, 2019, (the “**Outside Closing Date**”) or CFX does not receive the Release Payment and Recording Fees from Owner on or before the Outside Closing Date, then this Agreement shall terminate, be null and void, and be of no further force or effect.

Section 2.5 Conditions Precedent to CFX’s Release of Western L/A Line. CFX’s release of the Western L/A Line is contingent upon receipt of certificates from CFX’s General

Engineering Consultant and/or Bond Counsel approving the release; passage of the appropriate resolutions by CFX's Board; and approval by CFX's Right of Way Committee and Board.

### **ARTICLE III – REPLACEMENT FENCE**

**Section 3.1 Replacement Fence.** After Closing, Owner, at Owner's sole cost and expense shall design, engineer, permit, and construct a new fence along the Eastern L/A Line meeting CFX's requirements and standards (the "**Replacement Fence**"). Owner shall complete construction of the Replacement Fence within sixty (60) days following Closing such that it meets CFX's approval.

**Section 3.2 Removal of Existing Fence.** Following recording of the Notice of Partial Release, Owner, at Owner's sole cost and expense, may (but shall not be required to) remove the fencing that, as of the Effective Date, exists along the Western L/A Line.

### **ARTICLE IV – MISCELLANEOUS**

**Section 4.1 Complete Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties and supersedes any prior understandings, whether written or oral, with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations, or warranties among the Parties other than those set forth herein or herein provided for.

**Section 4.2 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement.

**Section 4.3 Modification.** This Agreement may be altered, amended, or modified only by written instrument executed by both of the Parties.

**Section 4.4 Agreement Not Recorded.** This Agreement shall not be recorded in the official records of any county in the State of Florida. Notwithstanding the foregoing, the Parties acknowledge that this Agreement is and will remain a public record that will be available for review and inspection by the public.

**Section 4.5 Assignment.** Except as otherwise set forth in this Section 4.5, neither this Agreement, nor any right or obligation of any Party arising under this Agreement, may be assigned or delegated without the written consent of all Parties. Notwithstanding the foregoing, CFX acknowledges that it is County's intent to assign this Agreement (and all of County's rights, benefits, duties, and obligations hereunder) to Owner effective upon Closing. As such, after County has entered into a Contract with Owner, County shall send written notice to CFX notifying CFX of the identity of the Owner and requesting that CFX consent in writing to the assignment of this Agreement by County to Owner to be effective upon Closing. CFX shall not unreasonably withhold, condition, or delay its written consent to the assignment of this Agreement by County to Owner (to be effective upon Closing). In the event that CFX does not consent to the assignment of this Agreement by County to Owner (to be effective upon Closing), then County, by written notice to CFX, may elect to terminate this Agreement, whereupon this Agreement shall be null

and void, and be of no further force or effect. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of County, to execute an assignment of this Agreement to Owner pursuant to this Section 4.5. The Executive Director of CFX, or her designee, is hereby authorized, on behalf of CFX, to execute a consent to an assignment of this Agreement to Owner pursuant to this Section 4.5.

Section 4.6 Waiver. No consent or waiver, express or implied, by any Party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or a waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such person of its rights hereunder.

Section 4.7 Section Headings. The headings preceding the sections of this Agreement are for convenience only and shall not be considered in the construction or interpretation of this Agreement.

Section 4.8 Gender and Number. All personal pronouns used whether in the masculine, feminine, or neuter gender, shall include all other genders. The singular shall include the plural and the plural shall include the singular unless the context shall indicate or specifically provide to the contrary.

Section 4.9 Severability. 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, this invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and a valid, legal, and enforceable provision shall be agreed upon by the Parties and become a part of the Agreement in lieu of the invalid, illegal, or unenforceable provision; in the event a valid, legal, and unenforceable provision cannot be crafted, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Section 4.10 Drafting; Negotiation. 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.

Section 4.11 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Parties or their successors in interest.

Section 4.12 Governing Law. This Agreement shall be governed by, construed, and enforced under the internal laws of the State of Florida without giving effect to the rules and principles governing the conflicts of laws.

Section 4.13 Default. Except as otherwise provided by this Agreement, no breach, failure to comply with any term or provision of this Agreement, or failure of a covenant, warranty, or representation contained herein, shall be considered a "Default" until a non-breaching Party has provided written notice of the breach to the breaching Party and the breach had gone uncured for

a period of thirty (30) days; provided, however, that if such breach is of a nature that it cannot reasonably be cured within thirty (30) days, then the breaching Party shall have thirty (30) days from the receipt of written notice from the non-breaching Party to commence said required cure, and the amount of time reasonably necessary to complete said required cure, which reasonable time shall in no event exceed ninety (90) days from the receipt of written notice from the non-breaching Party, unless otherwise extended by the non-breaching Party in writing.

Section 4.14 Available Remedy. In the event of a breach or default by any Party of any of the terms or conditions hereof, the non-breaching party may elect either to: (i) terminate this Agreement; or (ii) pursue specific performance of this Agreement. Upon a termination of this Agreement pursuant to this Section 4.14, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect. Under no circumstances shall any party be liable for consequential, special, indirect, exemplary, or punitive damages in the event of breach or default by such Party hereunder.

Section 4.15 Venue. 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.

Section 4.16 WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HERewith.

Section 4.17 Time. Time is of the essence with respect to this Agreement.

Section 4.18 Notices. Any notice to be given to or served upon any Party hereto, in connection herewith, must be in writing, sent to the appropriate Notice Address for such Party, and may be given by hand delivery; certified mail, return receipt requested; U.S. Mail; or guaranteed overnight delivery service. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of County, to furnish any notice required or allowed under this Agreement, including but not limited to pursuant to this Section 4.18.

Section 4.19 Release of CFX. In the event that this Agreement is assigned to Owner as described in Section 4.5 above, then Owner acknowledges and agrees that: (i) prior to CFX's release of the Western L/A Line, Owner shall remise, release, acquit, satisfy, and forever discharge CFX, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Owner ever had, then have, or which any personal representative, successor, heir or assign of Owner, thereafter can, shall or may have, against CFX, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with the release and reestablishment of the l/a lines, including, without limitation, any claim for loss of access to Owner's remaining property, severance damages to Owner's remaining property, business damages or any other damages, all from the beginning of



the world to the day thereof; and (ii) a release signed by the Owner shall accompany the Notice of Partial Release. (ROW Manual, Sec 5-5.025)

Section 4.20 Not an Offer. Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed an offer nor admissible in any subsequent eminent domain proceeding with respect to the Property.

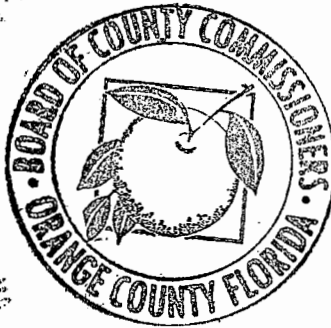
*[signature pages and exhibits follow]*

IN WITNESS WHEREOF, County and CFX have caused this Agreement to be duly executed as of the Effective Date.

**"COUNTY"**

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: *Teresa Jacobs*

*TJ*  
Teresa Jacobs  
Orange County Mayor

Date 10.30.18

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Katie Smith*  
Deputy Clerk

Printed Name: Katie Smith

IN WITNESS WHEREOF, County and CFX have caused this Agreement to be duly executed as of the Effective Date.

"CFX"

Signed, sealed, and delivered  
in the presence 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

Ruth Valentin By: Fred Hawkins, Jr.  
Print Name: Ruth Valentin Print Name: Fred Hawkins, Jr.  
Lauren Weaver Title: CFX Chairman  
Print Name: Lauren Weaver Date: 11/8/18

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 2018, by Fred Hawkins, Jr. as Chairman 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 on behalf of such authority. S/he is personally known to me OR not has produced as identification and did did not take an oath.

[AFFIX NOTARY SEAL]



REGLA LAMAUTE  
MY COMMISSION # FF 897031  
EXPIRES: November 6, 2019  
Bonded Thru Budget Notary Services

Regla Lamaute  
Notary Public

Print Name

My Commission Expires: 11/6/2019

Linda Benson

**EXHIBIT "A"**

**Legal Description of the Property**

*(see attached one (1) legal and sketch of description totaling two (2) pages)*

# SCHEDULE "A" LEGAL DESCRIPTION

FOR SKETCH OF DESCRIPTION, SEE SHEET 2 OF 2

A portion of land lying within Narcoossee Road right of way as described in Official Record Book 10397, Pages 6593-6603 of the Public Records of Orange County, Florida; and being in Section 18, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Southwest 1/4 of Section 17, Township 24 South, Range 31 East, Orange County, Florida; thence run N 00°23'33" E along the West line of said Section 17 for a distance of 298.99 feet to a point on the Baseline of Survey for the Eastern Beltway (SR 417) as shown on Right-of-way Map Section 75301-6445-455 prepared by Jones, Wood & Gentry, Inc., dated 02-07-91; thence run S 59°36'12" W along said Baseline of Survey for 38.41 feet to a point on the West Right of Way line of Narcoossee Road as granted by Deed Book 338, page 39 of the Public Records of Orange County, Florida; thence run N 00°23'33" E along said West right of way line for a distance of 883.56 feet to a point of curvature of a curve concave to the East having a radius of 8,627.42 feet, a central angle of 00°06'58", and a chord bearing of N 00°27'02" E, and a chord distance of 17.50 feet; thence run along the arc of said curve for a distance of 17.50 feet; thence run S 65°22'21" W for a distance of 117.93 feet to the Point of Beginning; thence run the following courses and distances: S 16°35'51" W a distance of 12.62 feet; S 05°24'47" W a distance of 273.83 feet; S 16°12'49" W a distance of 47.49 feet; S 02°37'01" W a distance of 174.66 feet; S 72°36'40" W a distance of 31.43 feet; N 00°23'33" E a distance of 470.50 feet; N 50°44'16" E a distance of 29.43 feet; N 65°22'21" E a distance of 60.12 feet to the Point of Beginning.

Containing 24,176.11 square feet, or 0.56 acres, more or less.


I HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 472 OF THE FLORIDA STATUTES, AND UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



William R. Muscatello, Jr.  
REGISTERED LAND SURVEYOR  
AND MAPPER  
STATE OF FLORIDA LICENSE NO. 4928

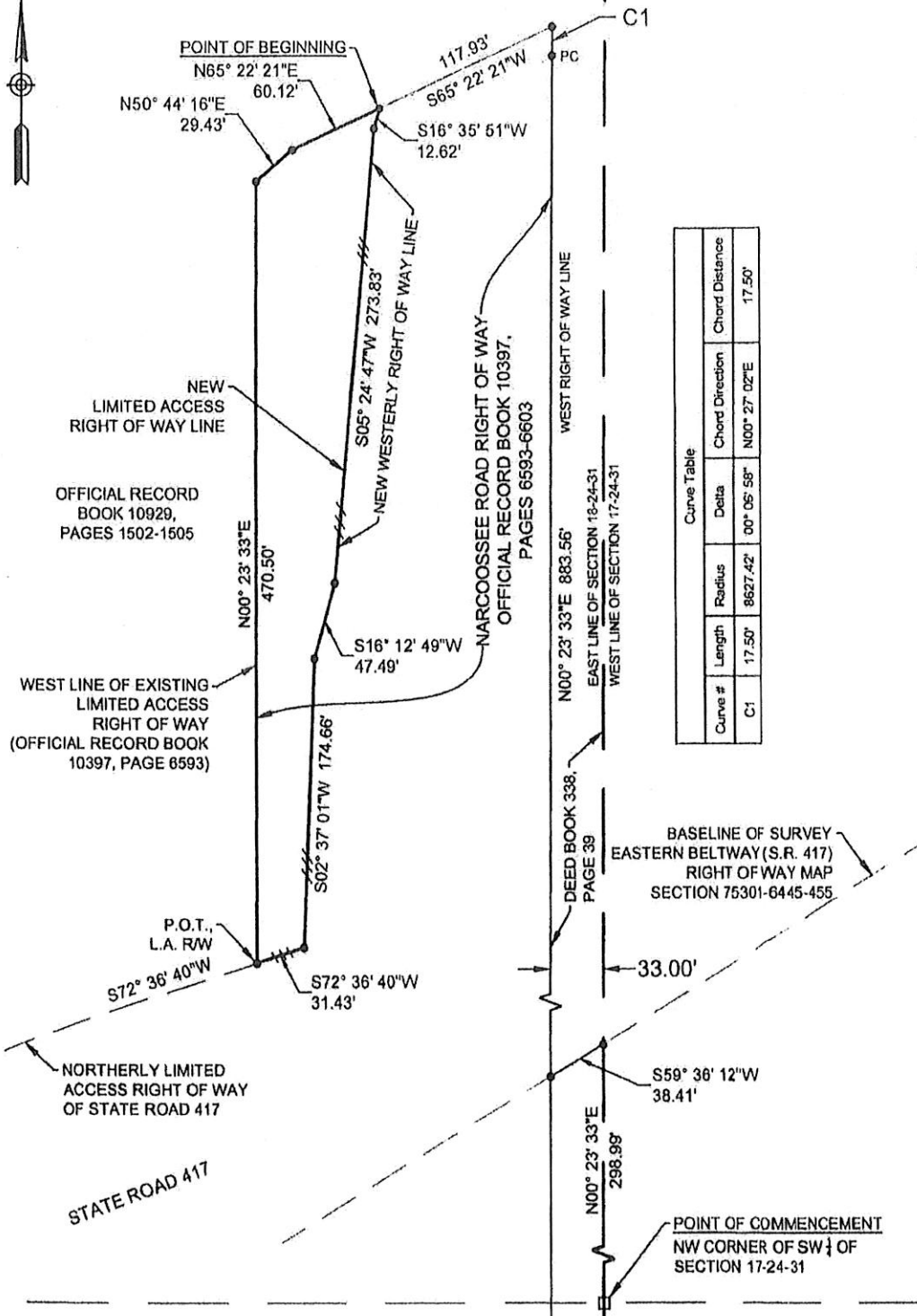
THIS IS NOT A SURVEY

PREPARED FOR:  
Engineering -  
Survey Section

DRAWN BY: Washington	DATE: 12/20/16	SECTION: 18	<b>PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION</b>  4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940	DRAWING SCALE: N/A
CHECKED BY: Muscatello	JOB No: 7849	TOWNSHIP: 24		PROJECT NUMBER 7849
APPROVED BY: Muscatello	DRAWING FILE: 7849 Narcoossee Rd.	RANGE: 31		
REVISION DATE: 3/23/17		SHEET 1 OF 2		

# SCHEDULE "A" SKETCH OF DESCRIPTION

FOR LEGAL DESCRIPTION, SEE SHEET 1 OF 2



## LEGEND

PC POINT OF CURVATURE  
P.O.B. POINT OF BEGINNING  
P.O.T. POINT OF TERMINATION  
LA LIMITED ACCESS  
RW RIGHT OF WAY  
● CHANGE IN DIRECTION.  
○ NO POINT SET

## SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY. NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

## NOTES:

1. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 17-24-31, BEING N 00°23'33" E, PER OFFICIAL RECORD BOOK 10397, PAGES 6593-6603.
2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
3. THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY. A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.

PREPARED FOR:  
Engineering -  
Survey Section

DRAWN BY: Washington	DATE: 12/20/16	SECTION: 18
CHECKED BY: Muscatello	JOB No: 7849	TOWNSHIP: 24
APPROVED BY: Muscatello	DRAWING FILE:	RANGE: 31
REVISION DATE: 3/23/17	7849 Narcoossee Rd	SHEET 2 OF 2

PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY SECTION  
4200 SOUTH JOHN YOUNG PARKWAY  
ORLANDO, FLORIDA 32838-9205  
(407) 636-7940



DRAWING SCALE:  
1"=100'  
PROJECT NUMBER  
7849

**EXHIBIT "B"**

**Legal Description of the Western L/A Line**

*(see attached one (1) legal and sketch of description totaling two (2) pages)*

**SCHEDULE "A"**  
**LEGAL DESCRIPTION OF**  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**RELEASE OF LIMITED ACCESS RIGHTS**  
**(CFX PROJECT 455, PARCEL 45-502)**

FOR SKETCH OF DESCRIPTION, SEE SHEET 2 OF 2

A portion of the Limited Access Right of Way line along Narcoossee Road proposed for release as described in Official Record Book 10397, Pages 6593-6603, of the Public Records of Orange County, Florida, all being and lying in Section 18, Township 24 South, Range 31 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of the Southwest  $\frac{1}{4}$  of Section 17, Township 24 South, Range 31 East, Orange County, Florida; thence run N 00°23'33" E along the West line of said Section 17 for a distance of 298.99 feet to a point on the Baseline of Survey for the Eastern Beltway (SR 417) as shown on Right-of-way Map Section 75301-6445-455 prepared by Jones, Wood & Gentry, Inc., dated 02-07-91; thence run S 59°36'12" W along said Baseline of Survey for 38.41 feet to a point on the West Right of Way line of Narcoossee Road as granted by Deed Book 338, page 39 of the Public Records of Orange County, Florida; thence run N 00°23'33" E along said West right of way line for a distance of 883.56 feet to a point of curvature of a curve concave to the East having a radius of 8,627.42 feet, a central angle of 00°06'58", and a chord bearing of N 00°27'02" E; thence run along the arc of said curve for a distance of 17.50 feet; thence run S 65°22'21" W for a distance of 178.07 feet; thence run S 50°44'16" W a distance of 29.43 feet to the Point of Beginning; thence run along the West line of the Existing Limited Access right of way to be released S 00°23'33" W a distance of 470.50 feet to the proposed Point of Termination of said Limited Access right of way line.


I HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, AND UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



William R. Muscatello, Jr.  
 REGISTERED LAND SURVEYOR  
 AND MAPPER  
 STATE OF FLORIDA LICENSE NO. 4928

**THIS IS NOT A SURVEY**

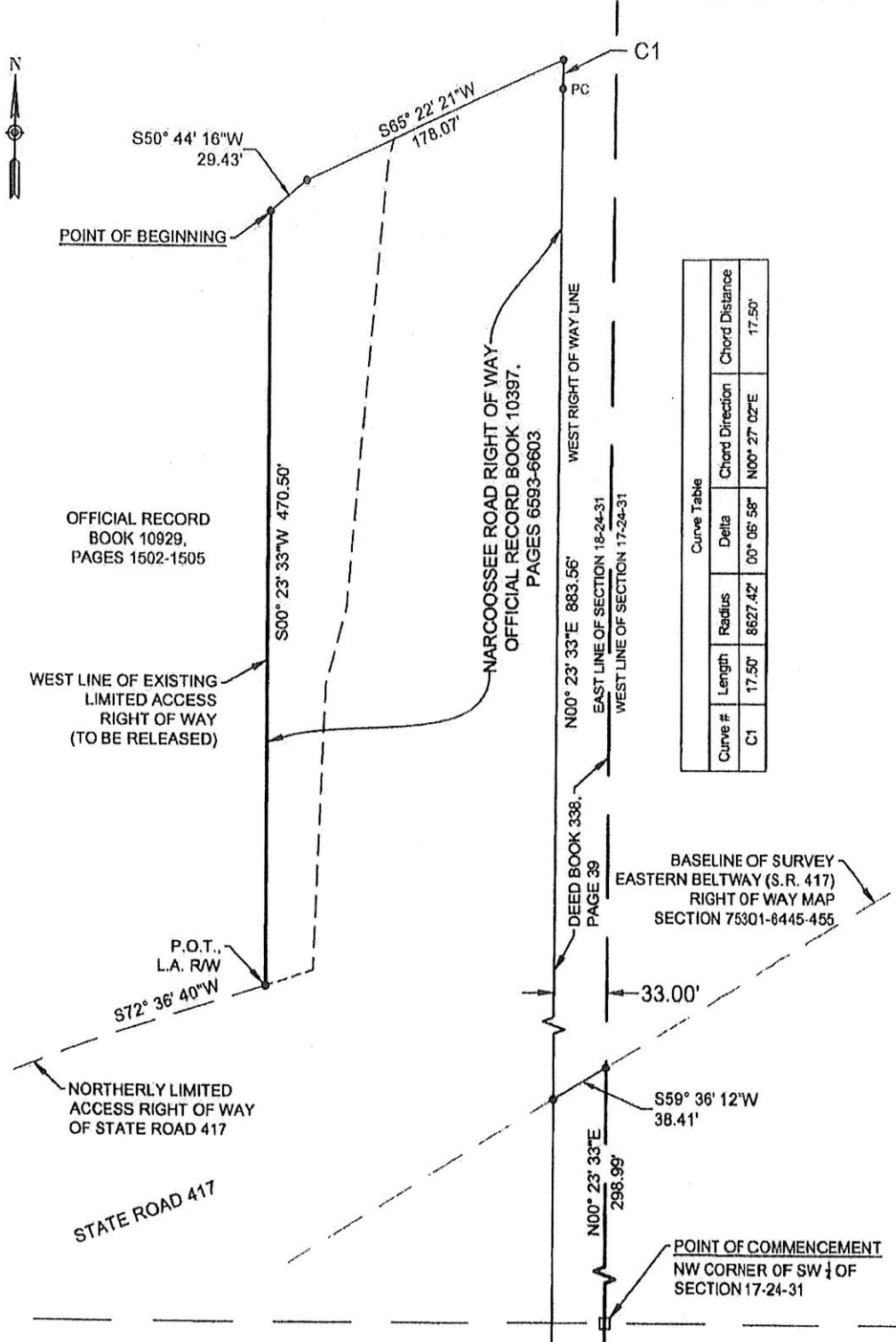
PREPARED FOR:  
 Engineering -  
 Survey Section

DRAWN BY: Washington	DATE: 3/9/17	SECTION: 18	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940		DRAWING SCALE: N/A
CHECKED BY: Muscatello	JOB No: 7849	TOWNSHIP: 24			PROJECT NUMBER
APPROVED BY: Muscatello	DRAWING FILE:	RANGE: 31			7849
REVISION DATE: 3/23/17	7849 Narcoossee Rd.	SHEET 1 OF 2			



**SCHEDULE "A"**  
**SKETCH OF DESCRIPTION OF CENTRAL FLORIDA**  
**EXPRESSWAY AUTHORITY**  
**RELEASE OF LIMITED ACCESS RIGHTS**  
**(CFX PROJECT 455, PARCEL 45-502)**

FOR LEGAL DESCRIPTION, SEE SHEET 1 OF 2



Curve Table				
Curve #	Length	Radius	Delta	Chord Distance
C1	17.50'	8627.42'	00° 05' 58"	17.50'

**LEGEND**

PC POINT OF CURVATURE  
P.O.B. POINT OF BEGINNING  
P.O.T. POINT OF TERMINATION  
L.A. LIMITED ACCESS  
RW RIGHT OF WAY  
● CHANGE IN DIRECTION,  
NO POINT SET

**SKETCH AND DESCRIPTION**  
THIS IS NOT A SURVEY NOR HAS FIELD  
WORK BEEN PERFORMED IN ACCORDANCE  
WITH SJ-17, FLORIDA ADMINISTRATIVE  
CODE FOR PREPARATION OF THIS DRAWING.

- NOTES:**
1. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 17-24-31, BEING N 0° 23' 33" E, PER OFFICIAL RECORD BOOK 10397, PAGES 6593-6603.
  2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
  3. THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY. A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.

PREPARED FOR:  
Engineering -  
Survey Section

DRAWN BY: Washington	DATE: 3/9/17	SECTION: 18
CHECKED BY: Muscatello	JOB No: 7849	TOWNSHIP: 24
APPROVED BY: Muscatello	DRAWING FILE:	RANGE: 31
REVISION DATE: 3/23/17	7849 Narcoossee Rd	SHEET 2 OF 2

PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY SECTION  
4200 SOUTH JOHN YOUNG PARKWAY  
ORLANDO, FLORIDA 32839-9205  
(407) 836-7940



DRAWING SCALE:  
1"=100'  
PROJECT NUMBER  
7849

**EXHIBIT "C"**

**Legal Description of the Eastern L/A Line**

*(see attached one (1) legal and sketch of description totaling two (2) pages)*

**SCHEDULE "A"**  
**LEGAL DESCRIPTION FOR**  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**TO ESTABLISH LIMITED ACCESS RIGHTS**  
**(CFX PROJECT 455, PARCEL 45-502)**

FOR SKETCH OF DESCRIPTION, SEE SHEET 2 OF 2


All rights of ingress, egress, light, air, and view to, from, or across the following described line which may otherwise accrue to any property adjoining said line:

Commence at the Northwest corner of the Southwest 1/4 of Section 17, Township 24 South, Range 31 East, Orange County, Florida; thence run N 00°23'33" E along the West line of said Section 17 for a distance of 298.99 feet to a point on the Baseline of Survey for the Eastern Beltway (SR 417) as shown on Right-of-way Map Section 75301-6445-455 prepared by Jones, Wood & Gentry, Inc., dated 02-07-91; thence run S 59°36'12" W along said Baseline of Survey for 38.41 feet to a point on the West Right of Way line of Narcoossee Road as granted by Deed Book 338, page 39 of the Public Records of Orange County, Florida; thence run N 00°23'33" E along said West right of way line for a distance of 883.56 feet to a point of curvature of a curve concave to the East having a radius of 8,627.42 feet, a central angle of 00°06'58", a chord distance of 17.50 feet, and a chord bearing of N 00°27'02" E; thence run along the arc of said curve for a distance of 17.50 feet; thence run S 65°22'21" W for a distance of 117.93 feet to the Point of Beginning for the Limited Access Right of Way along Narcoossee Road; thence continue from said point and along said Limited Access line the following 5 courses and distances: S 16°35'51" W a distance of 12.62 feet; S 05°24'47" W a distance of 273.83 feet; S 16°12'49" W a distance of 47.49 feet; S 02°37'01" W a distance of 174.66 feet; S 72°36'40" W a distance of 31.43 feet to the Point of Termination of said Limited Access Right of Way line.

I HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, AND UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

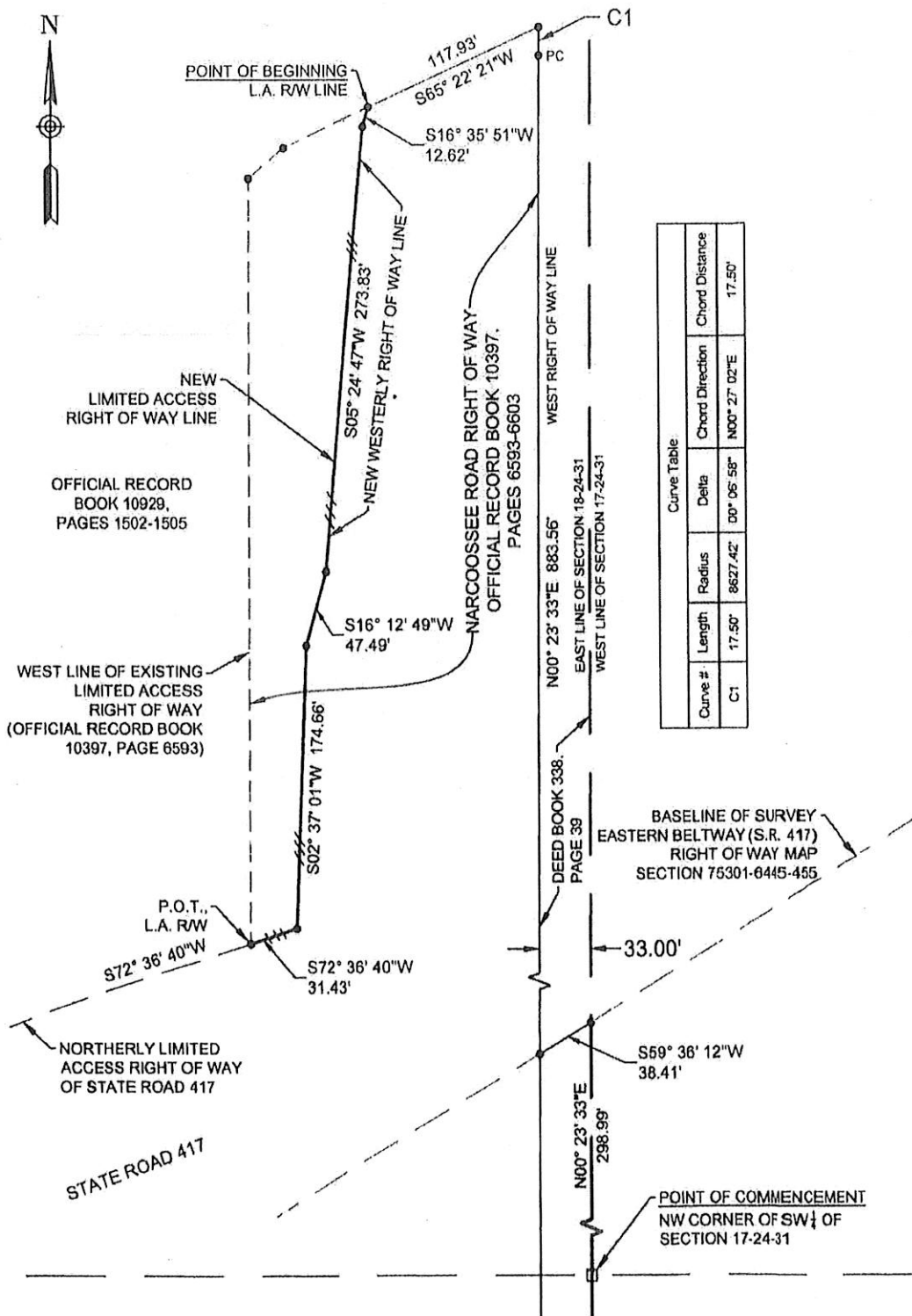
William R. Muscatello, Jr.  
 REGISTERED LAND SURVEYOR  
 AND MAPPER  
 STATE OF FLORIDA LICENSE NO. 4928

**THIS IS NOT A SURVEY**

DRAWN BY: Washington	DATE: 12/20/16	SECTION: 18	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940		DRAWING SCALE: N/A
CHECKED BY: Muscatello	JOB No: 7849	TOWNSHIP: 24			PROJECT NUMBER 7849
APPROVED BY: Muscatello	DRAWING FILE:	RANGE: 31			
REVISION DATE: 3/23/17	7849 Narcoossee Rd.	SHEET 1 OF 2			

**SCHEDULE "A"**  
**SKETCH OF DESCRIPTION FOR**  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**TO ESTABLISH LIMITED ACCESS RIGHTS**  
**(CFX PROJECT 455, PARCEL 45-502)**

FOR LEGAL DESCRIPTION, SEE SHEET 1 OF 2



Curve Table				
Curve #	Length	Radius	Delta	Chord Distance
C1	17.50'	8627.42'	00° 06' 58"	17.50'

**LEGEND**

PC POINT OF CURVATURE  
P.O.B. POINT OF BEGINNING  
P.O.T. POINT OF TERMINATION  
L.A. LIMITED ACCESS  
RW RIGHT OF WAY  
● CHANGE IN DIRECTION.  
○ NO POINT SET

**SKETCH AND DESCRIPTION**  
THIS IS NOT A SURVEY, NOR HAS FIELD  
WORK BEEN PERFORMED IN ACCORDANCE  
WITH SJ-17, FLORIDA ADMINISTRATIVE  
CODE FOR PREPARATION OF THIS DRAWING.

- NOTES:**
1. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 17-24-31.  
BEING N 00° 23' 33" E, AN ASSUMED BEARING.
  2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY  
ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
  3. THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY  
RECORDS AFFECTING THIS PROPERTY. A COMPLETE TITLE RECORD SEARCH  
WAS NOT PERFORMED.

PREPARED FOR:  
Engineering -  
Survey Section

DRAWING SCALE:  
1"=100'

PROJECT NUMBER  
7849

DRAWN BY: Washington	DATE: 12/20/16	SECTION: 18
CHECKED BY: Muscatello	JOB No: 7849	TOWNSHIP: 24
APPROVED BY: Muscatello	DRAWING FILE:	RANGE: 31
REVISION DATE: 3/23/17	7849 Narcoossee Rd	SHEET 2 OF 2

PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY SECTION  
4200 SOUTH JOHN YOUNG PARKWAY  
ORLANDO, FLORIDA 32839-9205  
(407) 836-7940



## **EXHIBIT "D"**

### **Form of Quit Claim Deed to CFX Establishing Eastern L/A Line**

Project: Narcoossee Road @ S. R. 417 Right of Way Transfer (Surplus Property)

**This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rules 12B-4.0114(10), F.A.C.**

### **QUIT-CLAIM DEED**

THIS QUIT-CLAIM DEED, Executed on \_\_\_\_\_, by Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, to Central Florida Expressway Authority, a body politic and corporate, and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, having its principal place of business at 4974 ORL Tower Road, Orlando, Florida 32807, GRANTEE.

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, in hand paid by the said GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand – including all rights of ingress, egress, light, air, and view to, from, or across the line as described in Schedule "A" – which the said GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in Orange County, Florida, to-wit:

### **SEE ATTACHED SCHEDULE "A"**

**Property Appraiser's Parcel Identification Number:**

**unassigned**

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim, including all rights of ingress, egress, light, air, and view to, from, or across the line as described in Schedule "A", whatsoever of the said GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the said GRANTEE forever.

Project: Narcoossee Road @ S. R. 417 Right of Way Transfer (Surplus Property)

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

(Official Seal)

Orange County, Florida  
By Board of County Commissioners

BY: \_\_\_\_\_  
Teresa Jacobs  
Orange County Mayor

DATE: \_\_\_\_\_

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

BY: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Printed Name

**This instrument prepared by:**

Paul Sladek, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida

**EXHIBIT "E"**

**Form of CFX's Notice of Partial Release of Western L/A Line**

*(see attached one (1) instrument totaling two (2) pages)*

***Prepared by and Return to:***

Linda S. Brehmer Lanosa  
Deputy General Counsel  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807

For recording purposes

SR 417, Project 455  
Parcel 45-502 (Narcoossee Road R/W)

**NOTICE OF PARTIAL RELEASE OF LIMITED ACCESS LINE**

THIS NOTICE OF PARTIAL RELEASE OF LIMITED ACCESS LINE ("Notice") is hereby executed the \_\_\_\_\_ day of \_\_\_\_\_ 2018 by CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a public corporation and an agency of the State of Florida ("CFX"), whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807.

**RECITALS:**

WHEREAS, CFX is the owner and holder of a limited access line running north along the west side of Narcoossee Road, north of State Road 417 more particularly described as Limited Access Right of Way Parcel 45-502 as acquired by that certain Warranty Deed recorded April 5, 1991 in O.R. 4275, Page 2484 and by Corrective Warranty Deed recorded July 28, 2005 in O.R. Book 8095, page 888, and reserved in Quit-Claim Deed executed April 30, 2012, and recorded June 22, 2012 in O.R. Book 10397, Page 6593 of the public records of Orange County, Florida (the "Original Limited Access Line"); and

WHEREAS, Orange County has conveyed to CFX a new limited access line also along the west side of Narcoossee Road via County Deed recorded as Document number \_\_\_\_\_; and

WHEREAS, CFX is desirous of releasing a portion of the Original Limited Access Line along Narcoossee Road more particularly described on **EXHIBIT "1."**

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which CFX hereby acknowledges, the CFX agrees:



SR 417, Project 455  
Parcel 45-502 (Narcoossee Road R/W)

1. **Incorporation.** The foregoing recitals are hereby incorporated into and made a part of this Notice.

2. **Release.** CFX hereby releases and terminates the portion of the Original Limited Access Line represented by the limited access line more particularly set forth on **EXHIBIT "1"** attached hereto and incorporated herein by this reference. It is understood and agreed that nothing contained herein shall be construed to release, discharge or convey any other portion of the limited access line, the remainder of which shall remain and continue in full force and effect.

**IN WITNESS WHEREOF**, CFX has caused this instrument to be executed in the manner and form sufficient to bind it as of the day and year first above written.

**WITNESSES:**

**"CFX"**

\_\_\_\_\_  
Print Name:\_\_\_\_\_

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**, a body politic and corporate,  
and an agency of the state, under the laws of  
the State of Florida

\_\_\_\_\_  
Print Name\_\_\_\_\_

By:\_\_\_\_\_  
Chairman Fred Hawkins

APPROVED AS TO FORM FOR CFX ONLY

Date:\_\_\_\_\_

By:\_\_\_\_\_  
Joseph Passiatore, General Counsel

STATE OF FLORIDA       )  
COUNTY OF ORANGE     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 2018 by Fred Hawkins, as Chairman of the Central Florida Expressway Authority,  
a body politic and corporate, and an agency of the state, under the laws of the State of Florida. He  
is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Printed Notary Name