

CPP - Segment 2
(US Hwy 17 to SR 60)

Lake Hancock

98

Spirit Lake Rd

17

Bartow
Executive
Airport

91 Mine Rd


60

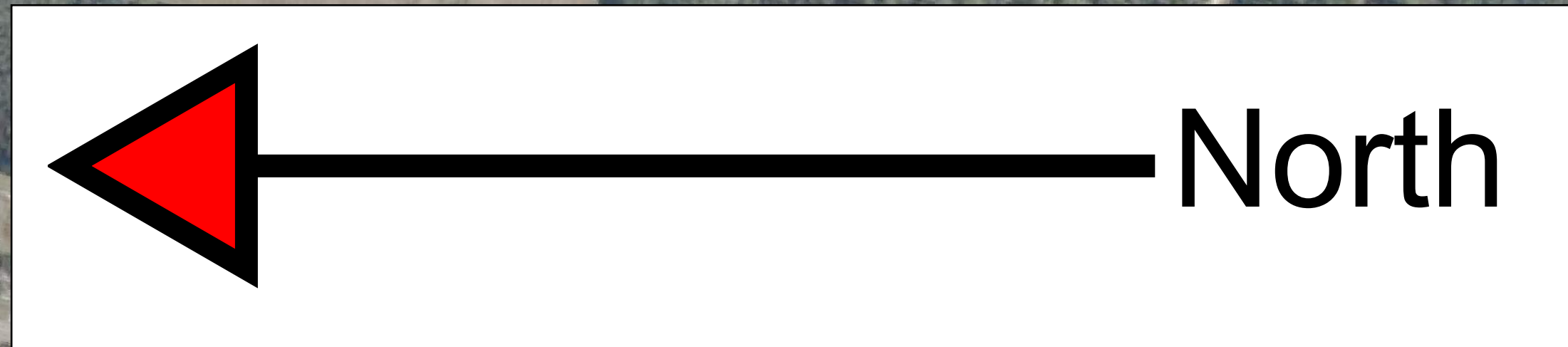
Connersville Rd

17

Legend

 Design Project Limits
FPID #440897-3

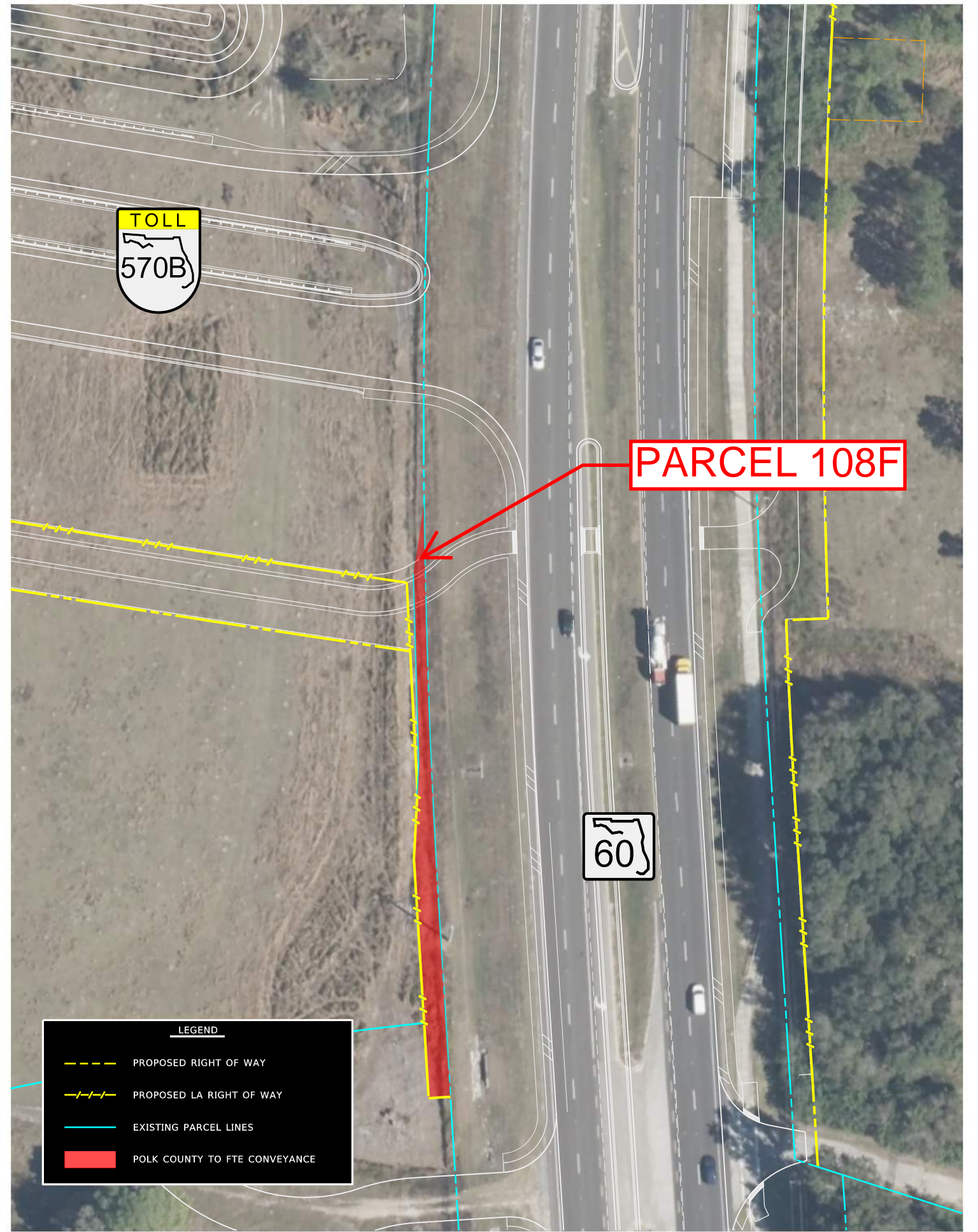
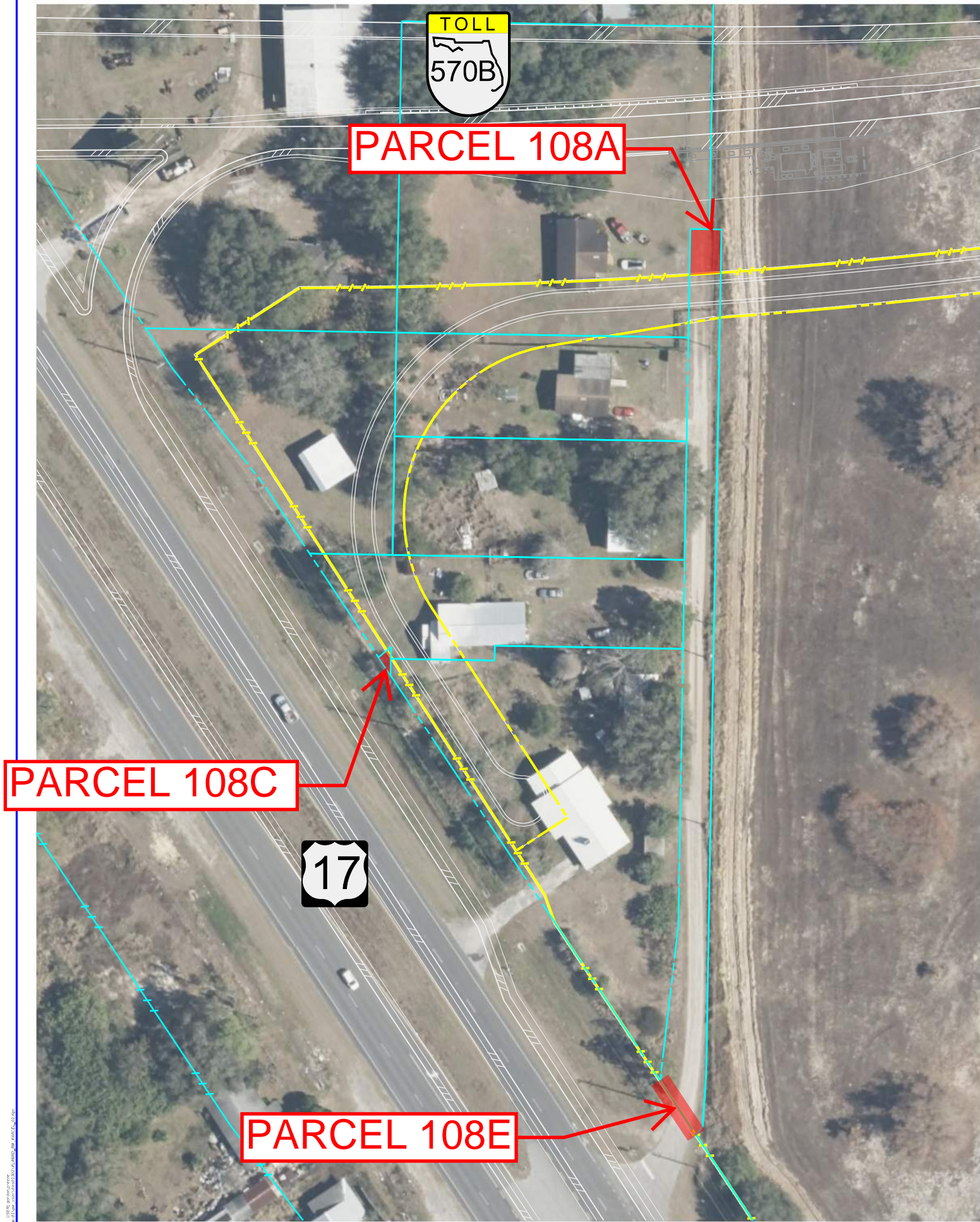
 FPID #440897-2



Shared
Use Path

LEGEND

- PROPOSED RIGHT OF WAY
- PROPOSED LA RIGHT OF WAY
- EXISTING PARCEL LINES
- FTE TO POLK COUNTY CONVEYANCE



LEGEND

	PROPOSED RIGHT OF WAY
	PROPOSED LA RIGHT OF WAY
	EXISTING PARCEL LINES
	POLK COUNTY TO FTE CONVEYANCE

3/18/2024 8:26:11 AM 10896 Parcels.dwg

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**MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION,
FLORIDA’S TURNPIKE ENTERPRISE
AND
POLK COUNTY, FLORIDA**

This MEMORANDUM OF AGREEMENT (the “Agreement”), is entered into this _____ day of _____, 2024 (the “Effective Date”), between the FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA’S TURNPIKE ENTERPRISE, an executive agency of the State of Florida (the “Department” or “FTE”), and POLK COUNTY, FLORIDA, a political subdivision of the State of Florida (the “County”) (the Department and the County may be referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

A. The Department is authorized by Section 334.044, Florida Statutes, to coordinate the planning, development, and operation of the State Highway System and to cooperate with local governments in the development of a statewide transportation system and individual components of the system.

B. The Department’s Florida Turnpike Enterprise is authorized by Section 338.2216, Florida Statutes, to plan, develop, own, acquire, construct, improve, maintain, operate, and manage the Florida Turnpike System; and to cooperate and contract with other public entities for such purposes.

C. The County is authorized by Chapters 125 and 336 to own, construct, operate, and maintain the county road system roads located within the geographical boundaries of Polk County, Florida, and to enter into agreements with other governmental agencies for performance of the other agencies’ authorized functions.

D. The Department’s adopted work program includes a project to extend the Central Polk Parkway (SR 570B) in Polk County, Florida, from US 17 to SR 60, as described in the Department’s Five-Year Adopted Work Program as Financial Project Number (FPN) 440897-3 (the “Project”).

E. In December of 2021, the County’s Transportation Planning Organization included the extension of SR 570B from US 17 to SR 60 as part of its Momentum 2045 Long-Range Transportation Plan.

F. To ensure the most effective utilization of public resources and to facilitate the construction of the Project, the Parties agreed to establish this Agreement to coordinate various aspects of the Project.

G. It is the intent of the Parties to cooperate and coordinate their efforts and resources to minimize the costs of right-of-way acquisition, maintenance, and other Project-related matters as the Department expands and improves its transportation system and facilities in Polk County.

AGREEMENT

In consideration of the mutual covenants and promises contained in this Agreement, the Parties agree that the Recitals are true, correct, and incorporated by reference herein, and further agree as follows:

1. **Representations of the County.**

a. To the knowledge of the County, there is no litigation pending or threatened with respect to this Agreement, or the subject matter hereof, which would affect the performance by the County of its obligations under this Agreement.

b. To the knowledge of the County, the execution of this Agreement does not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the County is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

c. All consents, waivers, approvals and other governmental actions required to be taken in order for the County to enter into this Agreement have been received by the County.

2. **Representations of the Department.**

a. To the knowledge of the Department, there is no litigation pending or threatened with respect to this Agreement, or the subject matter hereof, which would affect the performance by the Department of its obligations under this Agreement.

b. To the knowledge of the Department, the execution of this Agreement does not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the Department is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

3. **Department Responsibilities.** Subject to the timely performance by the County of its obligations under this Agreement:

a. The Department has prepared construction plans (“Project Plans”) for the Project, which are on file with both the County and the Department. The Project generally includes, among other things, construction of four travel lanes (two in each direction) extending SR 570B from US 17 to SR 60, an interchange at US 17 and SR 570B, a signalized intersection at SR 60 and the terminus of SR 570B, and a 12-foot wide shared use path within an approximately 50-foot wide right-of-way corridor located adjacent to the west side of SR 570B (the “Shared Use Path”). The Department will procure construction services for the Project in accordance with the procurement processes available to the Department. The Parties acknowledge and agree that the Project Plans

may be modified during the final design process for the Project. Any future changes requested by the County not contemplated in the Project Plans approved by the Department may be considered by the Department, but all additional costs resulting from any County-requested changes will be borne solely by the County.

b. The Department will construct the Project within the existing Department right-of-way and the County Parcels (defined in section 4.a., below), in accordance with the terms and conditions of a construction contract to be advertised by the Department on or about December 13th, 2024. The Parties agree that the scheduled date of advertisement is subject to change by the Department. The Department will advise the County of any changes to the scheduled date of advertisement.

c. The Department will administer the work so that the Project is constructed in accordance with the Project Plans and specifications approved by the Department. As part of the construction, the Department will install all toll structures and equipment needed for operation of SR 570B as part of the Turnpike System. The Department will administer the construction for the Project. The Department shall not be responsible for any costs associated with aesthetic enhancements to structures, roadway elements, or landscaping on the Project beyond what is in the contract plans and specifications.

d. The Department will own and operate all portions of the Project located within the final SR 570B limited access right-of-way as part of the Turnpike System, with tolls collected by electronic means utilizing the Department's systems for electronic toll collection, at the Department's discretion, as the sole means of access for those entering or exiting SR 570B. The Department will also own and operate those drainage features constructed as part of the Project which are included in the Department's maintenance responsibilities under the terms of this Agreement. This paragraph shall not affect the Parties' allocation of maintenance responsibilities as otherwise provided in this Agreement.

e. Upon Project final acceptance by the Department, the Department will maintain those portions of the Project located within the Department's final SR 570B limited access right-of-way, as determined by the Project Plans and final construction, in accordance with the Department's standard schedules for maintenance. The maintenance limits for the Project are currently reflected in Exhibit "A" to this Agreement, which exhibit is subject to amendment following Project final acceptance. The Department's maintenance responsibilities will include:

- 1) All roadway features, fencing and gates, pavement striping, safety devices, and ground-mounted signage within SR 570B limited access right-of-way.
- 2) All drainage features within SR 570B limited access right-of-way constructed as part of the Project. Additionally, the Department will maintain select drainage features that extend beyond the SR 570B limited access right-of-way, specifically identified as FTE Drainage Maintenance Area No. 1, FTE Drainage Maintenance Area No. 2, FTE Drainage Maintenance Area No. 3, and FTE Drainage Maintenance Area No. 4, as generally depicted on Exhibit "A" to this Agreement.

- 3) The interchange lighting system and associated FTE load centers within the interchange at US 17 and SR 570B and the intersection at SR 60 and SR 570B.
- 4) All portions of the FTE ITS/ADMS system located within the interchange at US 17 and SR 570B, and along US 17.
- 5) The crash cushions and barrier wall protecting the SR 570B bridge piers within the US 17 median.
- 6) All other portions of the Project located within SR 570B limited access right-of-way, except those portions identified in this Agreement as the responsibility of the County.

The Department will notify the County at least forty-eight (48) hours prior to performing any routine or periodic maintenance on any portions of the Project on County right-of-way for which maintenance responsibility is assigned to the Department under this Agreement.

f. Portions of the Project, including portions of the Shared Use Path, will be constructed over the Peace Creek Canal on lands in which fee title is held by the State of Florida Board of Trustees of the Internal Improvement Trust Fund (“Board of Trustees”). The Department has obtained an easement from the Board of Trustees (Easement No. 43071/BOT 530368774) for public transportation purposes on, under, and across such lands as further described in the easement (the “TIITF Easement,” a copy of which is attached as Exhibit “B” to this Agreement). Following Project final acceptance by the Department, and contingent upon obtaining consent from the Board of Trustees of a partial assignment of the TIITF Easement as described herein, the Department will: (1) initiate the assignment to the County of its interest in the TIITF Easement as to the area occupied by the Shared Use Path (as generally depicted in Exhibit “C” to this Agreement) and (2) convey, in accordance with Department procedure, ownership of the Shared Use Path and the associated right-of-way (approximately 15.53 acres as generally described in Exhibit “D” to this Agreement) by Quitclaim Deed to the County, which thereafter the County will own and operate for public recreational trail purposes, subject to a reversionary interest in favor of the Department in the event the Shared Use Path is abandoned or no longer used by the County for public recreational trail purposes or is required by the Department for public road transportation purposes. Nothing in this paragraph shall affect the Parties’ allocation of maintenance responsibilities as otherwise provided in this Agreement, including the County’s maintenance responsibilities applicable to the Shared Use Path.

4. **County Responsibilities.** As conditions to the Department’s responsibilities under this Agreement:

a. By no later than January 14, 2025, the County shall convey to the Department, for no compensation, fee simple title to the following parcels as limited access right-of-way (the “County Parcels”), generally depicted in Exhibit “E” and more particularly described in Exhibit “F” to this Agreement, for utilization by the Department, its employees, consultants, and contractors in constructing, operating, and maintaining the Project:

- 1) Parcel 108A, consisting of 0.014 acres +/- as described on sheet 3 of Exhibit "F" to this Agreement.
- 2) Parcel 108C, consisting of 0.002 acres +/- as described on sheet 4 of Exhibit "F" to this Agreement.
- 3) Parcel 108E, consisting of 0.000 acres +/- (access rights only) as described on sheet 5 of Exhibit "F" to this Agreement.
- 4) Parcel 108F, consisting of 0.062 acres +/- as described on sheet 6 of Exhibit "F" to this Agreement.

At its sole cost and expense, the County shall deliver to the Department a recordable County Deed, in conformance with Section 125.411, Florida Statutes. The County shall not use any federal funds to provide or transfer the County Parcels to the Department. The County acknowledges that its conveyance of the County Parcels to the Department under this Agreement is done voluntarily, and the County waives any eminent domain rights including, but not limited to, any claims for compensation or reimbursement of fees and costs.

b. Any construction and maintenance costs associated with aesthetic enhancements requested by the County over and above Department guidelines, if agreed to by the Department, shall be the responsibility of the County.

c. Upon Project final acceptance by the Department, the County will assist the Department in securing a modification to any environmental regulatory permits issued for the Project to reassign to the County all permit terms and conditions applicable to those areas of the Project for which ownership and/or maintenance responsibility is assigned to the County under the terms of this Agreement.

d. The County acknowledges that construction of the Project will partially occur in the County's right-of-way. The County grants the Department, at no cost to the Department, perpetual aerial rights for all Project facilities crossing over any County-owned roadways, including bridges and facilities over the County's Old Bartow Eagle Lake Road, as shown in Exhibit "G" attached hereto. The County also grants the Department and its consultants and contractors (at no cost to the Department, its consultants, or contractors), for the duration of the Project, the right to enter upon, over, through, under, across, and to occupy County right-of-way (including County right-of-way depicted in Exhibit "H" of this Agreement) for purposes of constructing the Project as more fully described in the Project Plans, and for purposes of operating and maintaining those portions of the Project owned and operated by the Department.

e. Upon Project final acceptance by the Department, the County shall operate and maintain, at its sole cost, all areas of the Project for which maintenance responsibility is assigned to the County as depicted on Exhibit A (as such exhibit may later be amended), including the Shared Use Path that is constructed as part of the Project. The County's maintenance responsibilities will include:

- 1) Old Bartow Eagle Lake Road right-of-way, roadway, and all roadway features of Old Bartow Eagle Lake Road, including those portions of Old Bartow Eagle Lake Road under SR 570B.
- 2) 91 Mine Road right-of-way, roadway, and all roadway features of 91 Mine Road.
- 3) Connersville Road right-of-way, roadway, and all roadway features of Connersville Road.
- 4) All turf and landscaping within the rights-of-way of Old Bartow Eagle Lake Road, 91 Mine Road, and Connersville Road.
- 5) All portions of the Shared Use Path and its associated right-of-way including, without limitation, all bridges, abutments, structures, articulating concrete block channel lining, signage, pavement markings, lighting, aesthetic features, guardrail, railings, fencing and gates, turf, and landscaping.
- 6) All portions of the Project on County right-of-way, the maintenance of which is not expressly allocated to the Department under this Agreement.

The County shall perpetually maintain all portions of the Project for which it has maintenance responsibility in good repair and working order in accordance with the Project Plans and the standards and requirements of the Department generally applicable to work on Department right-of-way (as may be amended), and in a manner which will not interfere with the convenient, safe, and continuous use of SR 570B or other Department facility adjacent thereto. If any portion of the Project for which the County has maintenance responsibility is damaged such that it is not structurally stable or presents a safety hazard to the public, it shall be repaired to a safe condition in a timely manner.

- 1) For any routine or periodic maintenance activities on any portion of the Project on County right-of-way (if impacting Department right-of-way), and on any portion of the Project on Department right-of-way for which maintenance responsibility is assigned to the County under this Agreement, the County shall submit to the Department a maintenance plan detailing the means and methods for accomplishing repairs in accordance with all Department standards, procedures, and specifications. This maintenance plan must be submitted to FTE's Maintenance Office at least forty-eight (48) hours in advance of the planned maintenance work and approved by the Department prior to commencing any maintenance or repair activities (this requirement shall not be construed to limit the County's responsibility for taking immediate action to protect the traveling public in the event any portion of the Project maintained by the County is determined to pose an imminent safety threat). It is hereby agreed by the Parties that neither the granting of permission to access Department right-of-way nor the County's use or occupancy of Department right-of-way shall operate to create or vest any property right to or in the County. For any maintenance activities that will require a lane

closure on SR 570B or impact traffic on SR 570B, the County must provide a signed and sealed Maintenance of Traffic Plan and lane closure analysis to the Department for its review and approval prior to commencing such maintenance activities.

- 2) Maintenance work performed by the County on the Department's right-of-way shall only be performed by qualified contractors, the selection of which is subject to review and approval by the Department, and shall be subject to the requirements of this Agreement generally applicable to work in Department right-of-way, including the requirements for advance notice of work to be performed, maintenance of traffic, workmanlike performance, erosion and pollution control, environmental requirements, avoidance of damage to Department facilities, public safety, hours of operation, and lane closures. Maintenance work that includes reconstruction of any portion of the Project shall be subject to all provisions of this Agreement applicable to the initial construction of the Project.
- 3) Unless otherwise agreed to by the Department in a separate writing, improvements constructed as part of the Project for which the County is responsible for maintenance shall be maintained to the same dimensions as originally constructed. The County shall not cause or permit any liens or encumbrances to attach to any portion of Department right-of-way.
- 4) The County shall be responsible for inspecting the Shared Use Path at such times as necessary (but in any event, on at least a yearly basis) to ensure the proper and safe operation thereof. Signed and sealed copies of the inspection reports shall be provided by the County to the Department upon request by the Department.
- 5) The County's performance of its maintenance responsibilities for the portions of the Project located on Department right-of-way are subject to periodic inspection by the Department, at the Department's sole discretion. If the Department determines that the County has failed to maintain the portions of the Project located on Department right-of-way in accordance with the terms of this Agreement, the Department may cause the needed maintenance to be performed and the County shall reimburse any costs incurred by the Department for such work. If the needed maintenance is not required to avoid or correct a risk of injury to persons or property, the Department will notify the County, in writing, at least forty-eight (48) hours in advance of performing maintenance work for which the County is responsible. If the County does not perform the required maintenance within such period, the Department may proceed to perform the work at the County's expense.
- 6) The County shall be solely responsible for any damages to Department real property, any surrounding property, real estate, vehicles, pedestrians, or other persons or things occurring as a result of its operation or maintenance activities, at no expense to the Department. In addition, the County will be solely responsible for clean-up or restoration required to correct any environmental or health hazards that may result from its maintenance operations, at no expense to the Department.

The County shall not store any hazardous materials within the Department right-of-way.

- 7) All County maintained access gates as shown in Exhibit "A" shall be utilized by the County for the sole purpose of completing County maintenance responsibilities and shall otherwise be locked and secured to prohibit public access.

The provisions of this paragraph shall survive the expiration or termination of this Agreement.

f. The County will assist and support the Department in securing all necessary consents from the Board of Trustees, and will execute any other agreements or instruments that may be required, to assign to the County the Department's interest in the TIITF Easement as to the area occupied by the Shared Use Path (as generally depicted in Exhibit "C" of this Agreement). Assignment of the TIITF Easement shall not affect the County's maintenance responsibilities as otherwise provided in this Agreement, including the County's maintenance responsibilities applicable to the Shared Use Path.

g. The County must submit its proposed plans to the Department for review and must receive approval from the Department prior to commencing any work to modify any portion of the Project owned by the Department.

h. Unless otherwise authorized by the Department in a separate writing, no public access to any portion of the Department's right-of-way shall be permitted by the County.

i. Upon Project final acceptance by the Department, the County will be responsible for complying with all environmental regulatory permits applicable to those areas of the Project for which maintenance responsibility is assigned to the County as depicted Exhibit "A" (as such exhibit may be amended), including the Shared Use Path that is constructed as part of the Project. Upon Project final acceptance by the Department, the County will assist the Department in securing a modification to any environmental regulatory permits issued for the Project to reassign to the County all permit terms and conditions applicable to those areas of the Project for which ownership and/or maintenance responsibility is assigned to the County under the terms of this Agreement.

5. Miscellaneous

a. Any amendment to or modification of this Agreement or any alteration, extension, supplement, or change of time or scope of work shall be in writing and signed by both Parties.

b. Any notice or other document which either Party is required to give or deliver to the other under the terms of this Agreement shall be given in writing and delivered personally or sent to:

TO DEPARTMENT:

Executive Director
Florida’s Turnpike Enterprise
Turnpike Headquarters – Bldg. 5315
P.O. Box 613069
Ocoee, Florida 34761

With a copy to:

Chief Counsel
Florida’s Turnpike Enterprise
Turnpike Headquarters – Bldg. 5315
P.O. Box 613069
Ocoee, Florida 34761

TO COUNTY:

County Manager
Polk County
330 W. Church Street, Drawer BC01
P.O. Box 9005
Bartow, Florida 33831

With a copy to:

County Attorney
Polk County
330 W. Church Street, Drawer AT01
P.O. Box 9005
Bartow, Florida 33831

c. The Department may cancel this Agreement for refusal of the County to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received by the County in conjunction with this Agreement.

d. Nothing in this Agreement shall prevent the Parties from entering into third party agreements that require third parties to assist the Parties with their obligations under this Agreement; provided, however, such third-party agreements shall not in any manner relieve the Parties of their obligations under this Agreement. Neither the Department nor the County shall be obligated or liable hereunder to any person or entity not a party to this Agreement. This Agreement confers no rights on any third party and shall not create any other third-party beneficiary under this Agreement, nor shall this Agreement authorize anyone not a Party to this Agreement to maintain a suit against the Department or the County pursuant to the terms of this Agreement.

e. All revenue generated by SR 570B shall be the sole property of the Department. Neither the County, nor any person claiming through the County, shall have any claim to such revenues, or take any action which would be in contravention of any Department bond resolution or indenture, or which would impair the integrity of any bond covenant of the Department.

f. Upon request, the County will (at no cost to the Department, its consultants, or contractors) enter into any additional agreement(s) as may be necessary for the Department to perform the work required for the Project and to otherwise effectuate the terms of this Agreement.

g. The requirements of Section 339.135(6)(a), Florida Statutes, are incorporated into this Agreement:

“The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is

null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.”

h. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

i. No waiver by either Party of any failure by the other Party to timely perform any of its obligations under this Agreement, shall be construed as a waiver of any succeeding failure of the defaulting Party to perform or as a waiver of the defaulting Party’s obligations under this Agreement.

j. Nothing in this Agreement shall constitute a waiver by either Party of its sovereign immunity for any damages claimed by third parties, nor shall anything included herein be construed as consent by the County or the Department to be sued by third parties in any matter arising out of this Agreement.

k. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

l. THE COUNTY AND THE DEPARTMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

m. This Agreement shall be binding upon the Parties, their successors and assigns. The County may not assign any of its rights or obligations under this Agreement.

n. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date described above.

POLK COUNTY, FLORIDA
a political subdivision of the State
of Florida

**FLORIDA DEPARTMENT OF
TRANSPORTATION, FLORIDA'S
TURNPIKE ENTERPRISE**

By: _____
T.R. Wilson, Chairman

By: _____
Nicola Liquori
Executive Director and CEO
Florida's Turnpike Enterprise

Date: _____

Date: _____

(SEAL)

Legal Review (Department)

ATTEST:

Stacy M. Butterfield
Clerk to the Board

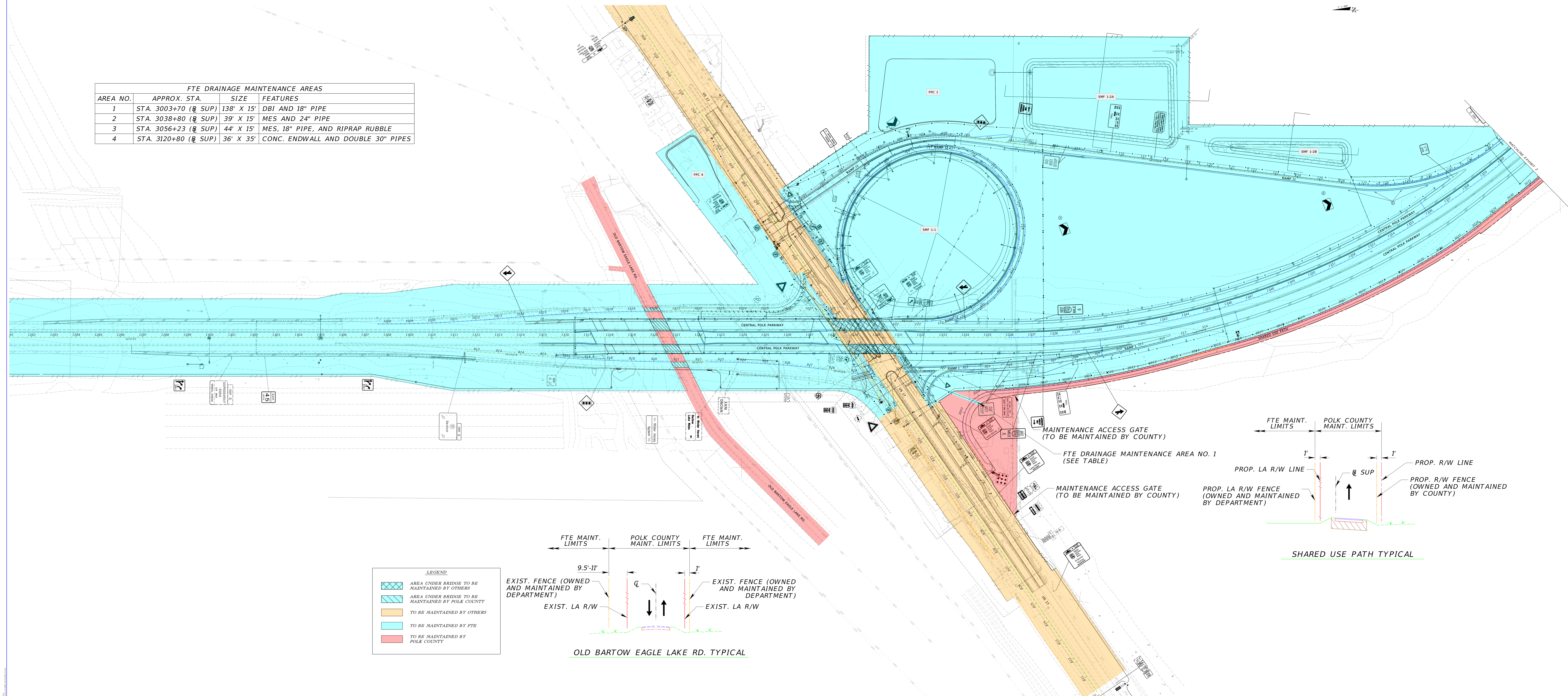
By: _____
Clerk/Deputy Clerk

As authorized for execution at the Board of
County Commissioners meeting of:

Date: _____

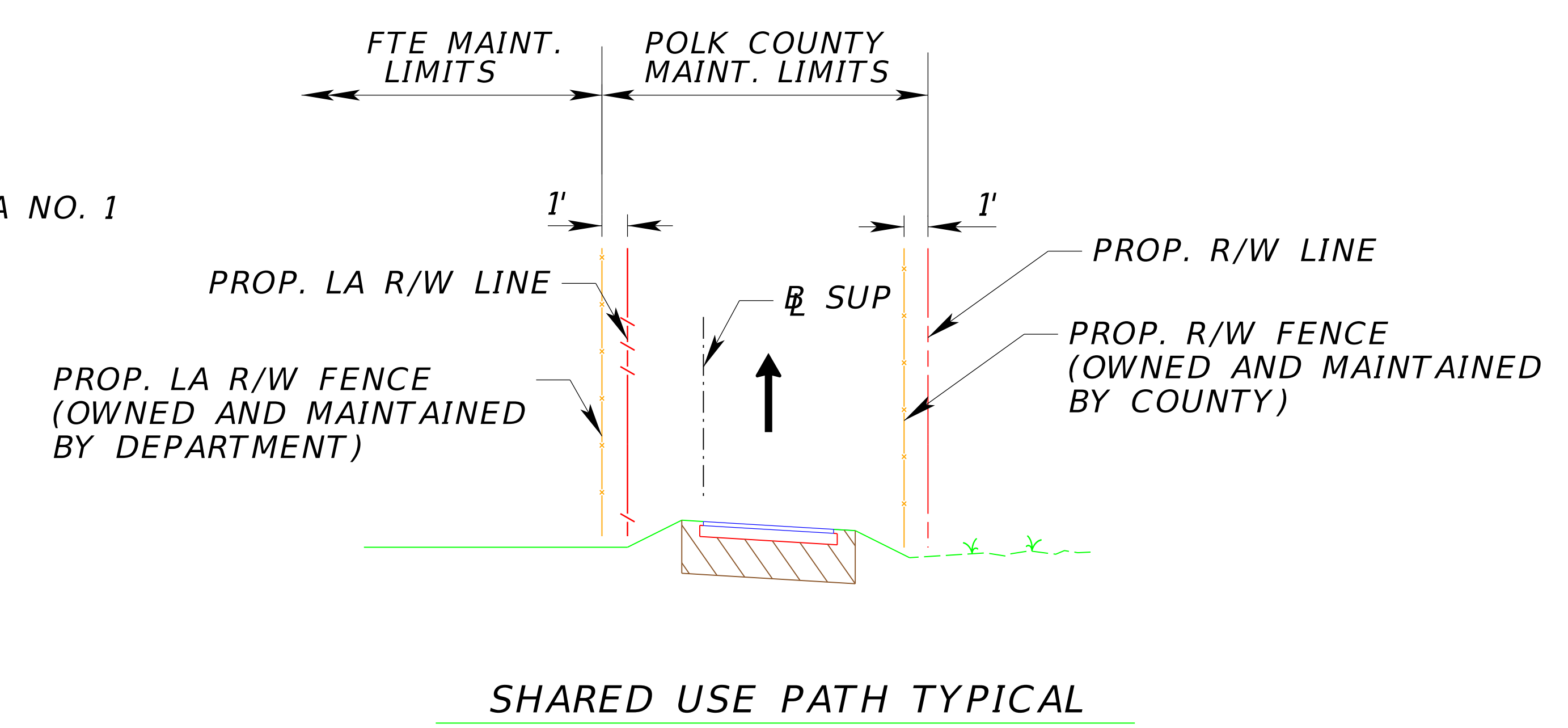
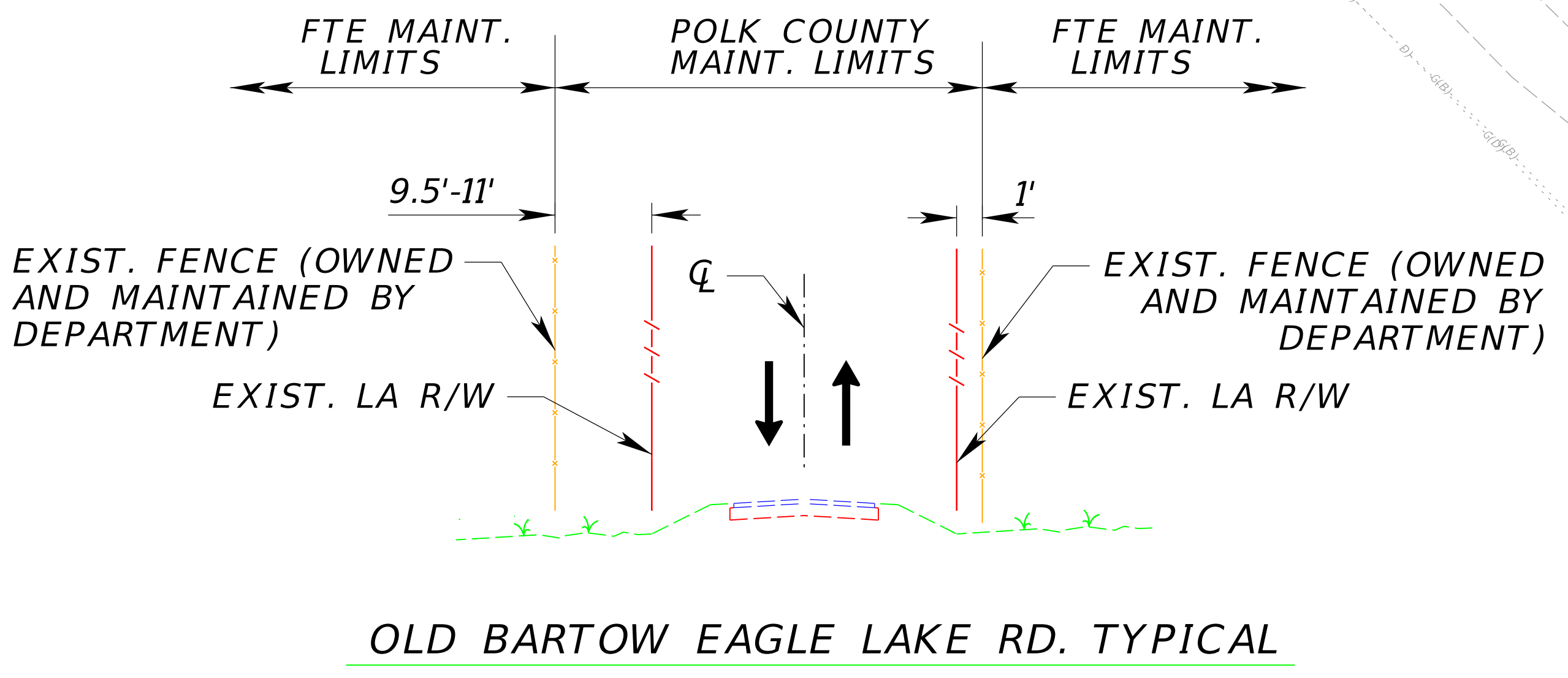
Legal Review (County)

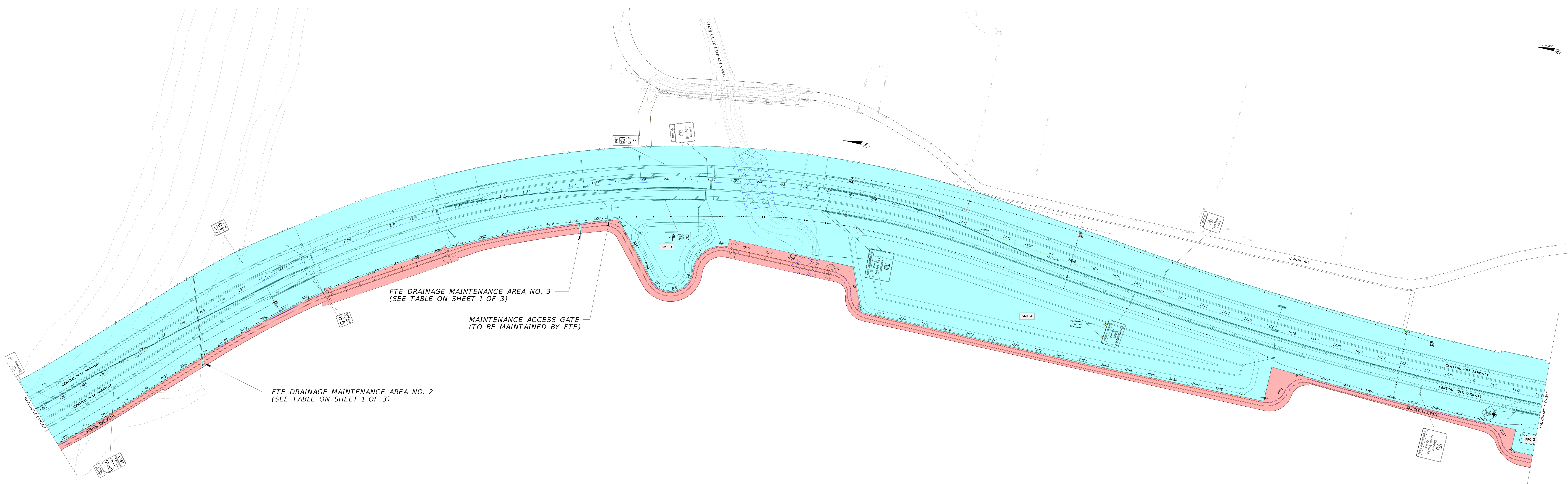
FTE DRAINAGE MAINTENANCE AREAS			
AREA NO.	APPROX. STA.	SIZE	FEATURES
1	STA. 3003+70 (@ SUP)	138' X 15'	DBI AND 18" PIPE
2	STA. 3038+80 (@ SUP)	39' X 15'	MES AND 24" PIPE
3	STA. 3056+23 (@ SUP)	44' X 15'	MES, 18" PIPE, AND RIPRAP RUBBLE
4	STA. 3120+80 (@ SUP)	36' X 35'	CONC. ENDWALL AND DOUBLE 30" PIPES



LEGEND

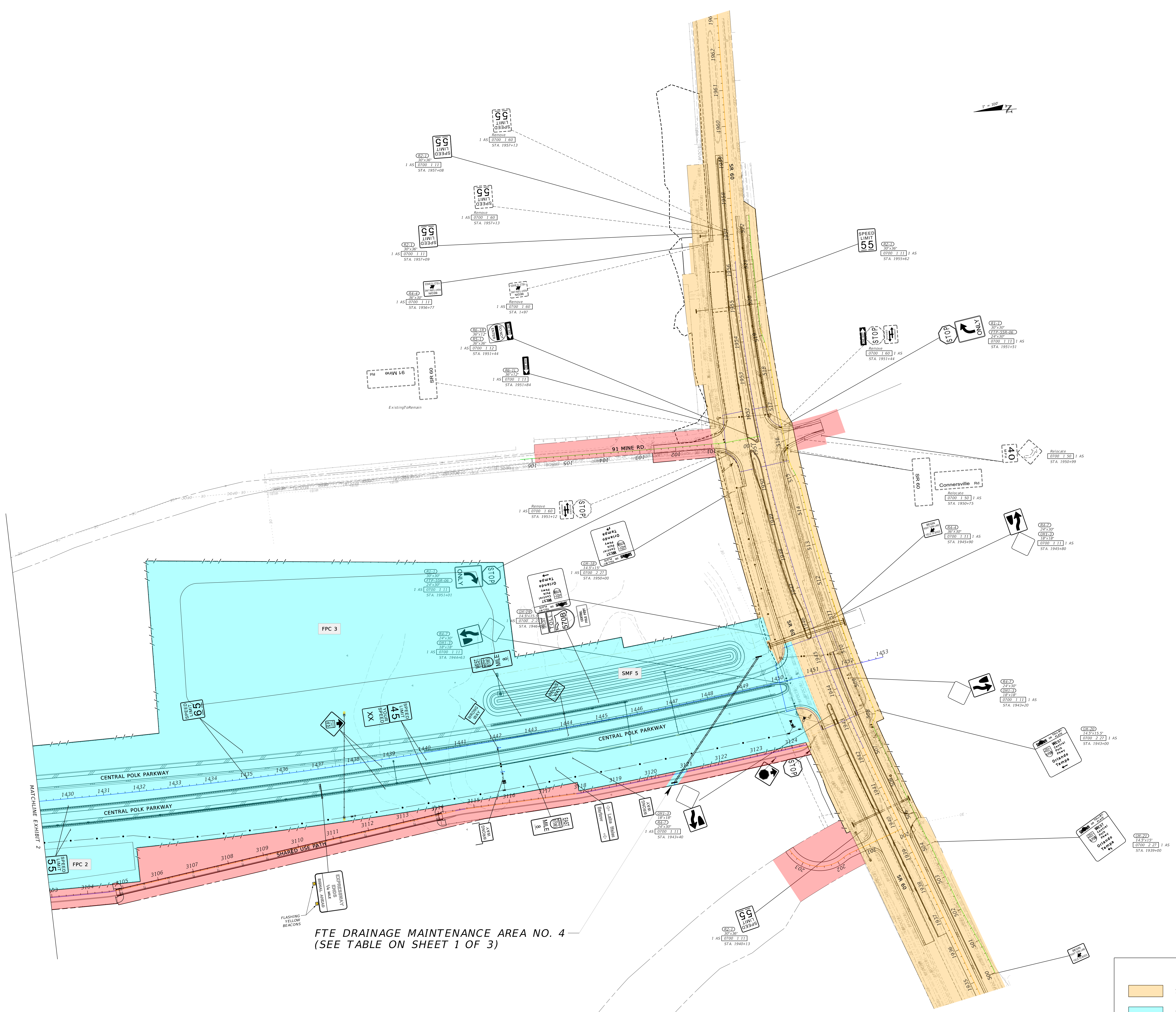
	AREA UNDER BRIDGE TO BE MAINTAINED BY OTHERS
	AREA UNDER BRIDGE TO BE MAINTAINED BY POLK COUNTY
	TO BE MAINTAINED BY OTHERS
	TO BE MAINTAINED BY FTE
	TO BE MAINTAINED BY POLK COUNTY





LEGEND

	TO BE MAINTAINED BY OTHERS
	TO BE MAINTAINED BY FTE
	TO BE MAINTAINED BY POLK COUNTY
	ARTICULATING CONCRETE BLOCK



FTE DRAINAGE MAINTENANCE AREA NO. 4
(SEE TABLE ON SHEET 1 OF 3)

LEGEND	
	TO BE MAINTAINED BY OTHERS
	TO BE MAINTAINED BY FTE
	TO BE MAINTAINED BY POLK COUNTY

EXHIBIT "B" - SHEET 1 OF 9

This Instrument Prepared By:
Celeda Wallace
Action No. 48961
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT

Easement No. 43071
BOT File No. 530368774
PA No. 43011879.031

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to State of Florida Department of Transportation, hereinafter referred to as the Grantee, a nonexclusive perpetual easement on, under and across the sovereign lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Sections 27 and 34,
Township 29 South, Range 25 East, in Peace Creek,
Polk County, Florida, containing 42,645 square feet,
more or less, as is more particularly described
and shown on Attachment A, dated December 6, 2023.

TO HAVE THE USE OF the hereinabove described premises from March 17, 2024, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for the construction and operation of a public transportation facility only by or under the supervision of the Grantee. Grantee shall not engage in any activity related to this use except as described in the Southwest Florida Water Management District Environmental Resource Permit No. 43011879.031, dated March 13, 2024, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

State of Florida Department of Transportation
Post Office Box 613069
Ocoee, Florida 34761

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. RESOLUTION OF ANY INEQUITIES: Any inequities that may subsequently arise as a result of this easement shall be subject to negotiation upon written request of either party hereto, and the parties agree to negotiate in good faith. In case of failure by the respective staffs to resolve the conflict(s), the matter shall be referred to the Grantor for final resolution.

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. CESSATION OF AUTHORIZATION/REMOVAL OF STRUCTURES: Upon termination of this easement all authorization granted shall cease and terminate and Grantee shall remove all facilities and related structures erected at its expense.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. AMENDMENTS/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

15. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(65), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: Celeda Wallace
Printed Name: Celeda A. Wallace (SEAL)

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

Address: 3800 Commonwealth Blvd
Tallahassee, FL 32399

BY: [Signature]

Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Signature: Ramsay Jones
Printed Name: Ramsay Jones

Address: 3800 Commonwealth Blvd
Tallahassee, FL 32399

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

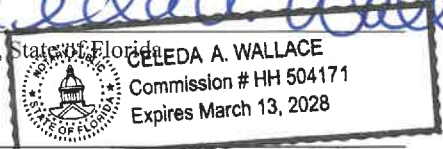
The foregoing instrument was acknowledged before me by means of physical presence this 30th day of October 24, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me

APPROVED SUBJECT TO PROPER EXECUTION:

Toni Sturtevant 9/13/2024
DEP Attorney Date

Notary Public, State of Florida

Celeda Wallace



Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

Signature: [Handwritten Signature]
Printed Name: DEISE CHARRIER
Address: MIle Post 263

Bldg. 5315 Ocoee, FL 34761
Signature: [Handwritten Signature]
Printed Name: Alexa Healy
Address: MIle Post 263
Bldg 5315 ocoee, fl 34761

State of Florida Department of Transportation (SEAL)

BY: Nicola A. Liquori
Original Signature of Executing Authority
Nicola A. Liquori
Typed/Printed Name of Executing
Executive Director and Chief Executive Officer,
Florida Turnpike Enterprise
Title of Executing Authority

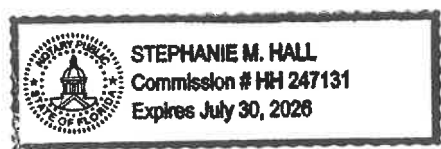
"GRANTEE"

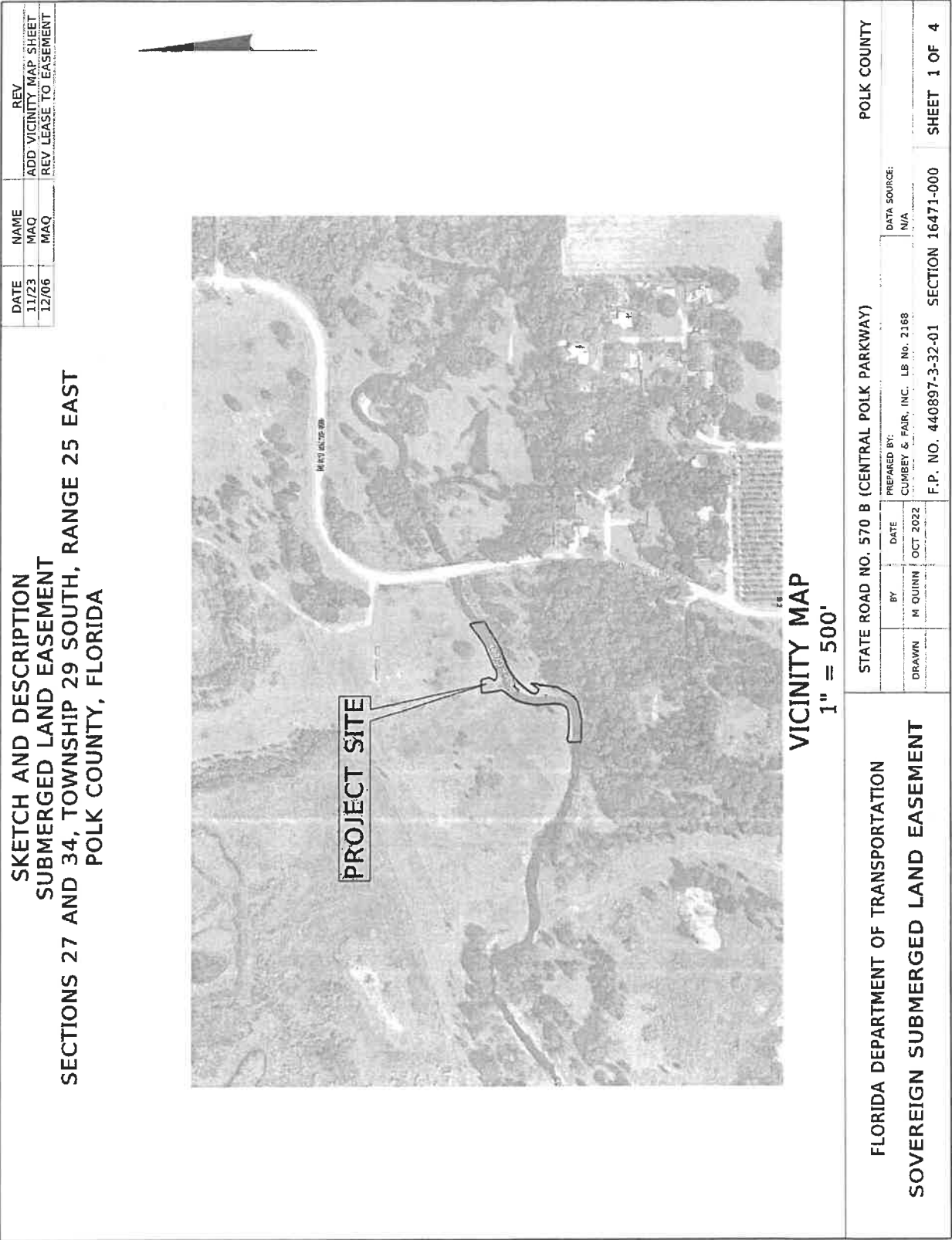
STATE OF FLORIDA
COUNTY OF ORANGE

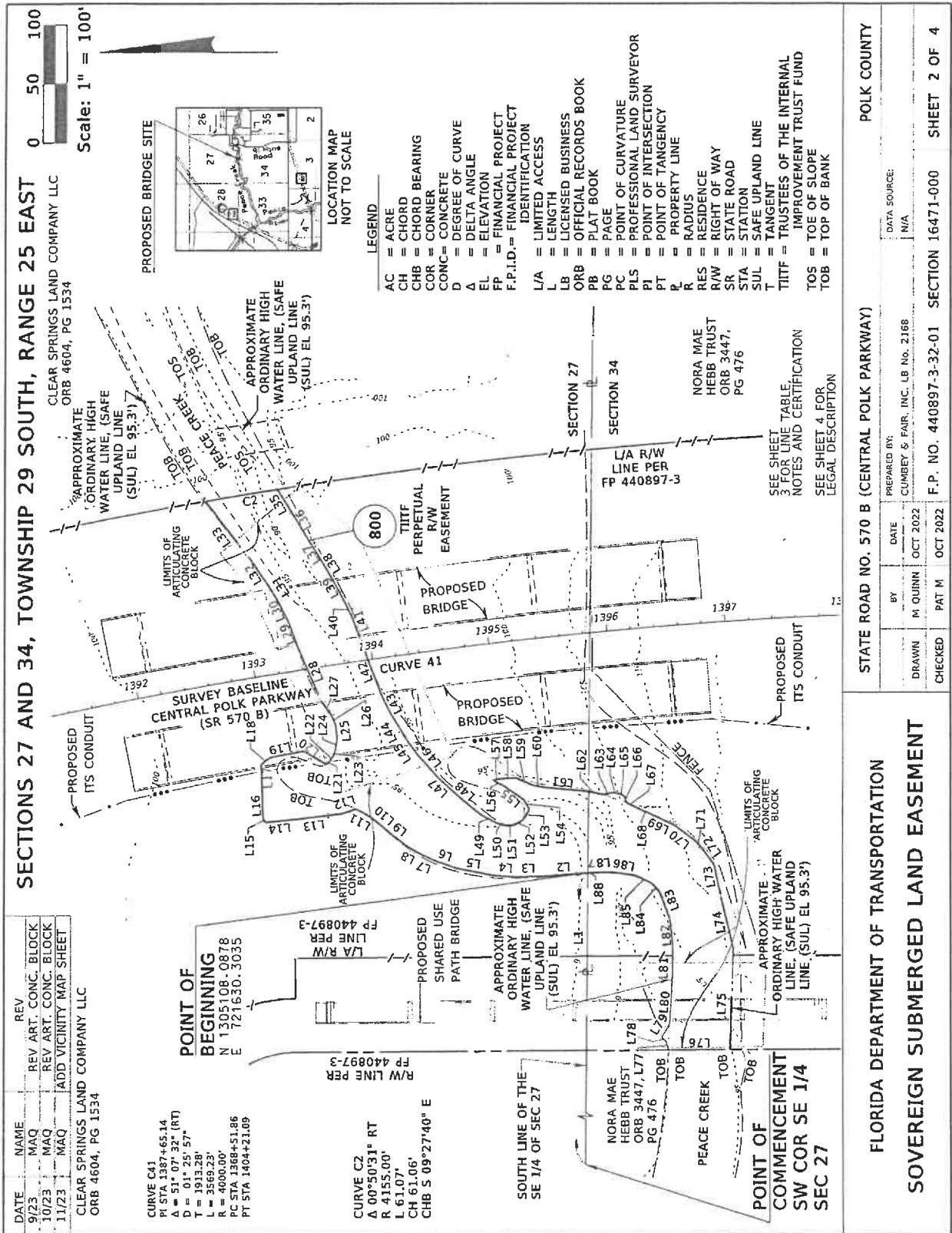
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of OCTOBER, 2021, by Nicola A. Liquori, as Executive Director and Chief Executive Officer, Florida Turnpike Enterprise, for and on behalf of State of Florida Department of Transportation. She is personally known to me or has produced _____, as identification.

My Commission Expires:
July 30, 2026
Commission/Serial No. HH 247131

[Handwritten Signature]
Signature of Notary Public
Notary Public, State of Florida
Stephanie M. Hall
Printed, Typed or Stamped Name







LINE	DISTANCE	BEARING	LINE	DISTANCE	BEARING	LINE	DISTANCE	BEARING	LINE	DISTANCE	BEARING	DATE	NAME	REV
L1	952.55'	S 89°32'13" E	L31	17.50'	N 59°47'16" E	L61	34.29'	S 05°11'42" W	L91	20.08'	N 40°40'15" E	9/23	MAQ	REV ART. CONC. BLOCK
L2	29.65'	N 04°32'01" W	L32	18.77'	N 55°29'52" E	L62	16.93'	S 10°45'06" W	L92	14.28'	N 28°26'44" E	10/23	MAQ	REV ART. CONC. BLOCK
L3	30.69'	N 01°52'22" W	L33	68.81'	N 52°48'08" E	L63	6.75'	S 12°40'18" E	L93	12.44'	N 18°22'32" W	11/23	MAQ	ADD VICINITY MAP SHEET
L4	19.52'	N 03°51'37" E	L34	N/A		L64	5.61'	S 03°31'21" W	L94	23.31'	N 05°57'17" W			
L5	33.29'	N 11°44'13" E	L35	21.98'	S 58°59'14" W	L65	6.02'	S 24°16'08" W	L95	4.04'	N 58°34'57" E			
L6	15.84'	N 19°08'37" E	L36	34.20'	S 57°57'00" W	L66	5.83'	S 71°29'20" W	L96	25.90'	N 88°13'56" E			
L7	14.20'	N 23°57'30" E	L37	18.39'	S 58°15'55" W	L67	11.65'	S 26°32'58" W	L97	19.69'	N 87°40'57" E			
L8	16.40'	N 29°53'56" E	L38	18.74'	S 59°04'53" W	L68	12.57'	S 24°35'26" W	L98	5.11'	S 56°21'39" E			
L9	18.20'	N 38°21'27" E	L39	20.31'	S 61°56'28" W	L69	20.74'	S 25°50'37" W	L99	22.16'	S 30°52'39" W			
L10	20.08'	N 40°40'15" E	L40	10.93'	S 65°25'01" W	L70	22.07'	S 37°12'27" W	L100	4.65'	S 68°46'28" E			
L11	14.28'	N 28°26'44" E	L41	19.10'	S 68°53'39" W	L71	6.98'	S 46°27'51" W	L101	10.80'	N 84°10'19" E			
L12	12.44'	N 18°22'32" W	L42	51.41'	S 69°59'21" W	L72	19.08'	S 54°12'34" W	L102	9.66'	N 67°46'39" E			
L13	41.53'	N 06°50'06" W	L43	20.92'	S 63°43'49" W	L73	26.02'	S 78°48'25" W	L103	13.92'	N 53°34'04" E			
L14	23.31'	N 05°57'17" W	L44	30.45'	S 57°48'56" W	L74	46.71'	S 76°55'53" W	L104	52.07'	N 66°09'35" E			
L15	4.04'	N 58°34'57" E	L45	10.34'	S 53°25'32" W	L75	86.63'	N 88°15'10" W	L105	20.60'	N 69°50'01" E			
L16	25.90'	N 88°13'56" E	L46	27.60'	S 48°26'44" W	L76	51.68'	N 00°15'28" W	L106	20.60'	N 64°19'45" E			
L17	19.69'	N 87°40'57" E	L47	17.74'	S 41°38'26" W	L77	7.72'	N 74°22'47" E						
L18	9.54'	S 41°27'51" E	L48	28.81'	S 40°04'52" W	L78	5.04'	N 40°37'31" E						
L19	28.83'	S 10°45'21" E	L49	15.18'	S 29°14'48" W	L79	13.02'	S 59°09'41" E						
L20	22.16'	S 30°52'39" W	L50	7.94'	S 16°15'42" W	L80	38.43'	S 86°19'17" E						
L21	4.06'	S 39°49'18" E	L51	7.47'	S 01°43'35" E	L81	30.36'	S 89°31'32" E						
L22	5.11'	S 56°21'39" E	L52	8.24'	S 30°06'06" E	L82	20.20'	N 83°48'59" E						
L23	4.65'	S 68°46'28" E	L53	10.99'	S 56°36'13" E	L83	26.16'	N 70°23'35" E						
L24	10.80'	S 80°01'22" E	L54	9.14'	N 60°53'20" E	L84	8.73'	N 48°07'15" E						
L25	11.70'	N 84°10'19" E	L55	21.35'	N 35°11'06" E	L85	15.68'	N 27°01'35" E						
L26	9.66'	N 67°46'39" E	L56	10.35'	N 26°35'00" E	L86	21.31'	N 07°43'09" E						
L27	13.92'	N 53°34'04" E	L57	5.81'	S 14°55'42" E	L87	16.81'	N 01°51'23" W						
L28	52.07'	N 66°09'35" E	L58	14.09'	S 02°45'15" E	L88	2.53'	N 04°32'01" W						
L29	20.60'	N 69°50'01" E	L59	15.71'	S 24°09'53" W									
L30	20.60'	N 64°19'45" E	L60	8.64'	S 10°51'15" W									

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ABOVE SKETCH AND LEGAL DESCRIPTION WAS DONE UNDER MY RESPONSIBLE CHARGE AND IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

mark a quinn
Digitally signed by mark a quinn
 Date: 2023.12.06 09:48:51 -0500

MARK ALAN QUINN
 FLORIDA PROFESSIONAL LAND SURVEYOR NO. 5850
 CUMBNEY & FAIR, INC.
 2463 ENTERPRISE ROAD
 CLEARWATER, FLORIDA 33765

DATE: _____
 NOT VALID WITHOUT SIGNATURE AND EMBOSSED SEAL

1) THE BEARING AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRAVERSE MERCATOR PROJECTION FLORIDA WEST ZONE, NORTH AMERICAN DATUM (N.A.D.) OF 1983, ADJUSTMENT OF 2011. ALL ELEVATIONS ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM, (N.A.V.D.) OF 1988. CONTROL STATIONS WERE BASED UPON THE FOLLOWING GEODETIC CONTROL STATIONS:
 A BEARING BETWEEN MONUMENTS GPS 3194 STAMPED "GPS 3194" AND K 024 STAMPED "K 024" BEING S 26°38'16" E RESULTING IN A BEARING OF S 44°43'55" E, BETWEEN PT STATION 1363+14.50 AND PC STATION 1368+51.86.

2) UNDERGROUND FOUNDATION ENCROACHMENTS WERE NOT LOCATED.

3) ONLY FIXED IMPROVEMENTS PERTINENT TO THE PARCEL TO BE ACQUIRED ARE SHOWN. FIXED INTERIOR IMPROVEMENTS NOT LOCATED.

4) ALIGNMENT AND RIGHT OF WAY FOR THE CENTRAL POLK PARKWAY IS REFERENCED TO F.P. ID NO. 440897-3-32-01.

5) ELEVATION OF 95.3 FEET FOR THE SAFE UPLAND LINE, (SULL), APPROVED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, 17 OCTOBER 2022.

6) SKETCH WAS COMPLETED WITHIN THE BUREAU OF SURVEY AND MAPPING, DIVISION OF STATE LANDS, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GUIDE LINES AND AT THE DIRECTION OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION THE ORDINARY HIGH WATER LINE IS THE SAME AS THE SAFE UPLAND LINE. AN O.H.W.L. SURVEY.

FLORIDA DEPARTMENT OF TRANSPORTATION		STATE ROAD NO. 570 B (CENTRAL POLK PARKWAY)		POLK COUNTY	
SOVEREIGN SUBMERGED LAND EASEMENT		PREPARED BY:	DATE:	DATA SOURCE:	
CHECKED:	PAT M	CUMBNEY & FAIR, INC.	OCT 2022	N/A	
		F.P. NO. 440897-3-32-01	SECTION 16471-000		SHEET 3 OF 4

PARCEL 800

LEGAL DESCRIPTION - SOVEREIGN SUBMERGED LAND EASEMENT

THAT PART OF THOSE SOVEREIGN SUBMERGED LANDS OF THE STATE OF FLORIDA LYING IN THE PEACE CREEK LOCATED IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 29 SOUTH, RANGE 25 EAST AND THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE S 89°32'13" E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 932.55 FEET TO THE NORTHERLY ORDINARY HIGH WATER LINE (SAFE UPLAND LINE) OF THE PEACE CREEK AND THE POINT OF BEGINNING, THE NEXT THIRTY-TWO COURSES ARE ALONG THE SAID NORTHERLY ORDINARY HIGH WATER LINE (SAFE UPLAND LINE) OF THE PEACE CREEK; 1) THENCE N 04°32'01" W, A DISTANCE OF 29.65 FEET; 2) THENCE N 01°52'22" W, A DISTANCE OF 30.69 FEET; 3) THENCE N 03°51'37" E, A DISTANCE OF 19.52 FEET; 4) THENCE N 11°44'13" E, A DISTANCE OF 33.29 FEET; 5) THENCE N 19°08'37" E, A DISTANCE OF 15.84 FEET; 6) THENCE N 23°57'30" E, A DISTANCE OF 14.20 FEET; 7) THENCE N 29°53'56" E, A DISTANCE OF 16.40 FEET; 8) THENCE N 38°21'27" E, A DISTANCE OF 18.20 FEET; 9) THENCE N 40°40'15" E, A DISTANCE OF 20.08 FEET; 10) THENCE N 28°26'44" E, A DISTANCE OF 14.28 FEET; 11) THENCE N 18°22'32" W, A DISTANCE OF 12.44 FEET; 12) THENCE N 06°50'06" W, A DISTANCE OF 41.63 FEET; 13) THENCE N 05°57'17" W, A DISTANCE OF 23.31 FEET; 14) THENCE N 58°34'57" E, A DISTANCE OF 4.04 FEET; 15) THENCE N 88°13'56" E, A DISTANCE OF 25.90 FEET; 16) THENCE N 87°40'57" E, A DISTANCE OF 19.69 FEET; 17) THENCE S 41°27'51" E, A DISTANCE OF 9.54 FEET; 18) THENCE S 10°45'21" E, A DISTANCE OF 28.83 FEET; 19) THENCE S 30°52'39" W, A DISTANCE OF 22.16 FEET; 20) THENCE S 39°49'18" E, A DISTANCE OF 4.06 FEET; 21) THENCE S 56°21'39" E, A DISTANCE OF 5.11 FEET; 22) THENCE S 68°46'28" E, A DISTANCE OF 4.65 FEET; 23) THENCE S 80°01'22" E, A DISTANCE OF 10.80 FEET; 24) THENCE N 84°10'19" E, A DISTANCE OF 11.70 FEET; 25) THENCE N 67°46'39" E, A DISTANCE OF 9.66 FEET; 26) THENCE N 53°34'04" E, A DISTANCE OF 13.92 FEET; 27) THENCE N 66°09'35" E, A DISTANCE OF 52.07 FEET; 28) THENCE N 69°50'01" E, A DISTANCE OF 20.60 FEET; 29) THENCE N 64°19'45" E, A DISTANCE OF 20.60 FEET; 30) THENCE N 59°47'16" E, A DISTANCE OF 17.50 FEET; 31) THENCE N 55°29'52" E, A DISTANCE OF 38.77 FEET; 32) THENCE N 52°48'08" E, A DISTANCE OF 66.81 FEET TO A POINT ON THE LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 570 B, (CENTRAL POLK PARKWAY) AND A POINT OF INTERSECTION WITH SAID NORTHERLY ORDINARY HIGH WATER LINE (SAFE UPLAND LINE) AND A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 4155.00 FEET AND DELTA ANGLE OF 00°50'31" THENCE DEPARTING SAID NORTHERLY ORDINARY HIGH WATER LINE (SAFE UPLAND LINE) CONTINUE ALONG THE LIMITED ACCESS RIGHT OF WAY LINE OF SAID STATE ROAD 570 B AND THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 61.07 FEET, SAID CURVE HAVING A CHORD DISTANCE OF 61.06 FEET, BEARING S 09°27'40" E TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE BEING ON THE SOUTHERLY ORDINARY HIGH WATER LINE (SAFE UPLAND LINE) OF THE PEACE CREEK, THE NEXT FORTY-ONE COURSES ARE ALONG THE SAID SOUTHERLY ORDINARY HIGH WATER LINE (SAFE UPLAND LINE) OF THE PEACE CREEK; 1) THENCE S 58°59'14" W, A DISTANCE OF 21.98 FEET; 2) THENCE S 57°57'00" W, A DISTANCE OF 34.20 FEET; 3) THENCE S 58°15'55" W, A DISTANCE OF 18.39 FEET; 4) THENCE S 59°04'53" W, A DISTANCE OF 18.74 FEET; 5) THENCE S 61°56'28" W, A DISTANCE OF 20.31 FEET; 6) THENCE S 65°25'01" W, A DISTANCE OF 10.93 FEET; 7) THENCE S 68°53'39" W, A DISTANCE OF 19.10 FEET; 8) THENCE S 69°59'21" W, A DISTANCE OF 51.41 FEET; 9) THENCE S 63°43'49" W, A DISTANCE OF 20.92 FEET; 10) THENCE S 57°48'56" W, A DISTANCE OF 30.45 FEET; 11) THENCE S 53°25'32" W, A DISTANCE OF 10.34 FEET; 12) THENCE S 48°26'44" W, A DISTANCE OF 27.60 FEET; 13) THENCE S 41°38'26" W, A DISTANCE OF 17.74 FEET; 14) THENCE S 40°04'52" W, A DISTANCE OF 28.81 FEET; 15) THENCE S 29°14'48" W, A DISTANCE OF 15.38 FEET; 16) THENCE S 16°15'42" W, A DISTANCE OF 7.94 FEET; 17) THENCE S 01°43'35" E, A DISTANCE OF 7.47 FEET; 18) THENCE S 30°06'06" E, A DISTANCE OF 8.24 FEET; 19) THENCE S 56°36'13" E, A DISTANCE OF 10.99 FEET; 20) THENCE N 60°53'20" E, A DISTANCE OF 9.14 FEET; 21) THENCE N 35°11'06" E, A DISTANCE OF 21.35 FEET; 22) THENCE N 26°35'00" E, A DISTANCE OF 10.35 FEET; 23) THENCE S 14°55'42" E, A DISTANCE OF 5.81 FEET; 24) THENCE S 02°45'15" E, A DISTANCE OF 14.09 FEET; 25) THENCE S 24°09'53" W, A DISTANCE OF 15.71 FEET; 26) THENCE S 10°53'11" W, A DISTANCE OF 8.64 FEET; 27) THENCE S 05°11'42" W, A DISTANCE OF 34.29 FEET; 28) THENCE S 10°45'06" W, A DISTANCE OF 16.93 FEET; 29) THENCE S 12°40'18" E, A DISTANCE OF 6.75 FEET; 30) THENCE S 03°31'21" W, A DISTANCE OF 5.61 FEET; 31) THENCE S 24°16'08" W, A DISTANCE OF 6.02 FEET; 32) THENCE S 71°29'20" W, A DISTANCE OF 5.83 FEET; 33) THENCE S 26°32'58" W, A DISTANCE OF 11.65 FEET; 34) THENCE S 24°35'26" W, A DISTANCE OF 12.57 FEET; 35) THENCE S 25°50'37" W, A DISTANCE OF 20.74 FEET; 36) THENCE S 37°12'27" W, A DISTANCE OF 22.07 FEET; 37) THENCE S 46°27'51" W, A DISTANCE OF 6.98 FEET; 38) THENCE S 54°12'34" W, A DISTANCE OF 19.08 FEET; 39) THENCE S 78°48'25" W, A DISTANCE OF 26.02 FEET; 40) THENCE S 76°55'53" W, A DISTANCE OF 46.71 FEET; 41) THENCE N 88°15'10" W, A DISTANCE OF 86.63 FEET TO A POINT OF INTERSECTION OF SAID SOUTHERLY ORDINARY HIGH WATER LINE (SAFE UPLAND LINE) WITH THE RIGHT OF WAY LINE OF SAID STATE ROAD 570 B; THENCE DEPARTING SAID SOUTHERLY ORDINARY HIGH WATER LINE (SAFE UPLAND LINE) CONTINUE N 00°15'28" W ALONG THE RIGHT OF WAY LINE OF SAID STATE ROAD 570 B, A DISTANCE OF 51.68 FEET TO THE SAID NORTHERLY ORDINARY HIGH WATER LINE (SAFE UPLAND LINE) OF THE PEACE CREEK, THE NEXT TWELVE COURSES ARE ALONG SAID NORTHERLY ORDINARY HIGH WATER LINE (SAFE UPLAND LINE) OF THE PEACE CREEK; 1) THENCE N 74°22'47" E, A DISTANCE OF 7.72 FEET; 2) THENCE N 40°37'31" E, A DISTANCE OF 5.04 FEET; 3) THENCE S 59°09'41" E, A DISTANCE OF 13.02 FEET; 4) THENCE S 86°19'17" E, A DISTANCE OF 38.43 FEET; 5) THENCE S 89°31'32" E, A DISTANCE OF 30.36 FEET; 6) THENCE N 83°48'59" E, A DISTANCE OF 20.20 FEET; 7) THENCE N 70°23'35" E, A DISTANCE OF 26.16 FEET; 8) THENCE N 48°07'15" E, A DISTANCE OF 8.73 FEET; 9) THENCE N 27°01'35" E, A DISTANCE OF 15.68 FEET; 10) THENCE N 07°43'09" E, A DISTANCE OF 21.31 FEET; 11) THENCE N 01°51'23" W, A DISTANCE OF 16.81 FEET; 12) THENCE N 04°32'01" W, A DISTANCE OF 2.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.979 ACRES, MORE OR LESS.

11/23	MAQ	ADD VICINITY MAP SHEET
10/23	MAQ	REV ART. CONC. BLOCK
9/23	MAQ	REV ART. CONC. BLOCK
DATE	NAME	REV

FLORIDA DEPARTMENT OF TRANSPORTATION		STATE ROAD NO. 570 B (CENTRAL POLK PARKWAY)		POLK COUNTY	
SOVEREIGN SUBMERGED LAND EASEMENT		PREPARED BY: CUMBEY & FAIR, INC. LB No. 2168		DATA SOURCE: N/A	
CHECKED	PAT M	OCT 2022	F.P. NO. 440897-3-32-01	SECTION 16471-000	SHEET 4 OF 4
DRAWN	M QUINN	OCT 2022			

SECTIONS 27 AND 34, TOWNSHIP 29 SOUTH, RANGE 25 EAST

CLEAR SPRINGS LAND COMPANY LLC
ORB 4604, PG 1534

0 50 100

Scale: 1" = 100'

DATE	NAME	REV
9/23	MAQ	REV ART. CONC. BLOCK
10/23	MAQ	REV ART. CONC. BLOCK
11/23	MAQ	ADD VICINITY MAP SHEET

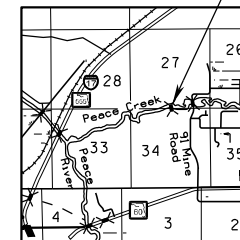
CLEAR SPRINGS LAND COMPANY LLC
ORB 4604, PG 1534

CURVE C41
PI STA 1387+65.14
 $\Delta = 51^\circ 07' 32''$ (RT)
D = $01^\circ 25' 57''$
T = 1913.28'
L = 3569.23'
R = 4000.00'
PC STA 1368+51.86
PT STA 1404+21.09

POINT OF BEGINNING
N 1305108.0878
E 721630.3035

CURVE C2
 $\Delta 00^\circ 50' 31''$ RT
R 4155.00'
L 61.07'
CH 61.06'
CHB S $09^\circ 27' 40''$ E

PROPOSED BRIDGE SITE



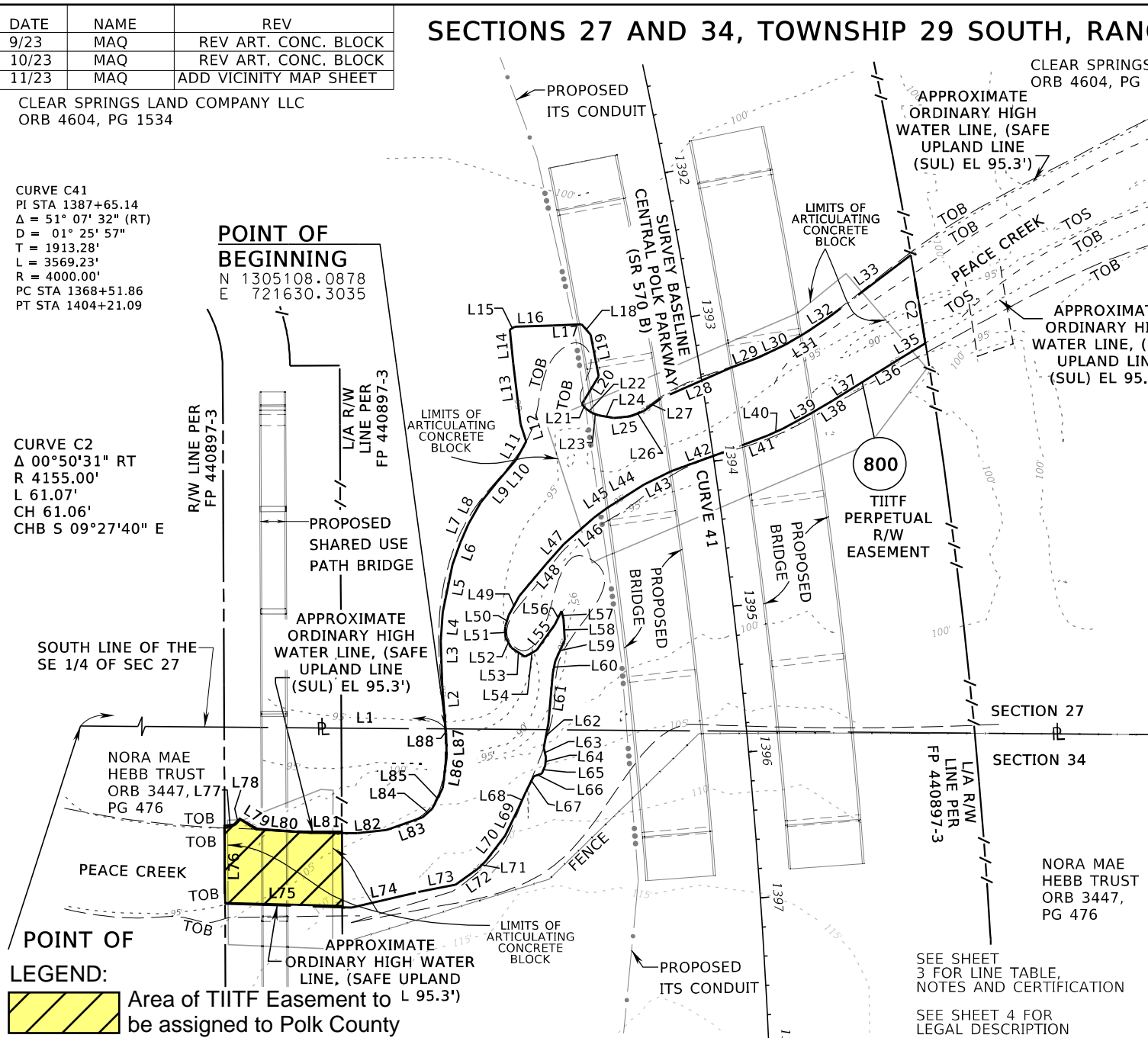
LOCATION MAP
NOT TO SCALE

LEGEND

- AC = ACRE
- CH = CHORD
- CHB = CHORD BEARING
- COR = CORNER
- CONC = CONCRETE
- D = DEGREE OF CURVE
- Δ = DELTA ANGLE
- EL = ELEVATION
- FP = FINANCIAL PROJECT
- F.P.I.D. = FINANCIAL PROJECT IDENTIFICATION
- L/A = LIMITED ACCESS
- L = LENGTH
- LB = LICENSED BUSINESS
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- PC = POINT OF CURVATURE
- PLS = PROFESSIONAL LAND SURVEYOR
- PI = POINT OF INTERSECTION
- PT = POINT OF TANGENCY
- \square = PROPERTY LINE
- R = RADIUS
- RES = RESIDENCE
- R/W = RIGHT OF WAY
- SR = STATE ROAD
- STA = STATION
- SUL = SAFE UPLAND LINE
- T = TANGENT
- TIITF = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
- TOS = TOE OF SLOPE
- TOB = TOP OF BANK

LEGEND:

Area of TIITF Easement to be assigned to Polk County



800

TIITF PERPETUAL R/W EASEMENT

SECTION 27

SECTION 34

NORA MAE HEBB TRUST
ORB 3447,
PG 476

SEE SHEET 3 FOR LINE TABLE, NOTES AND CERTIFICATION

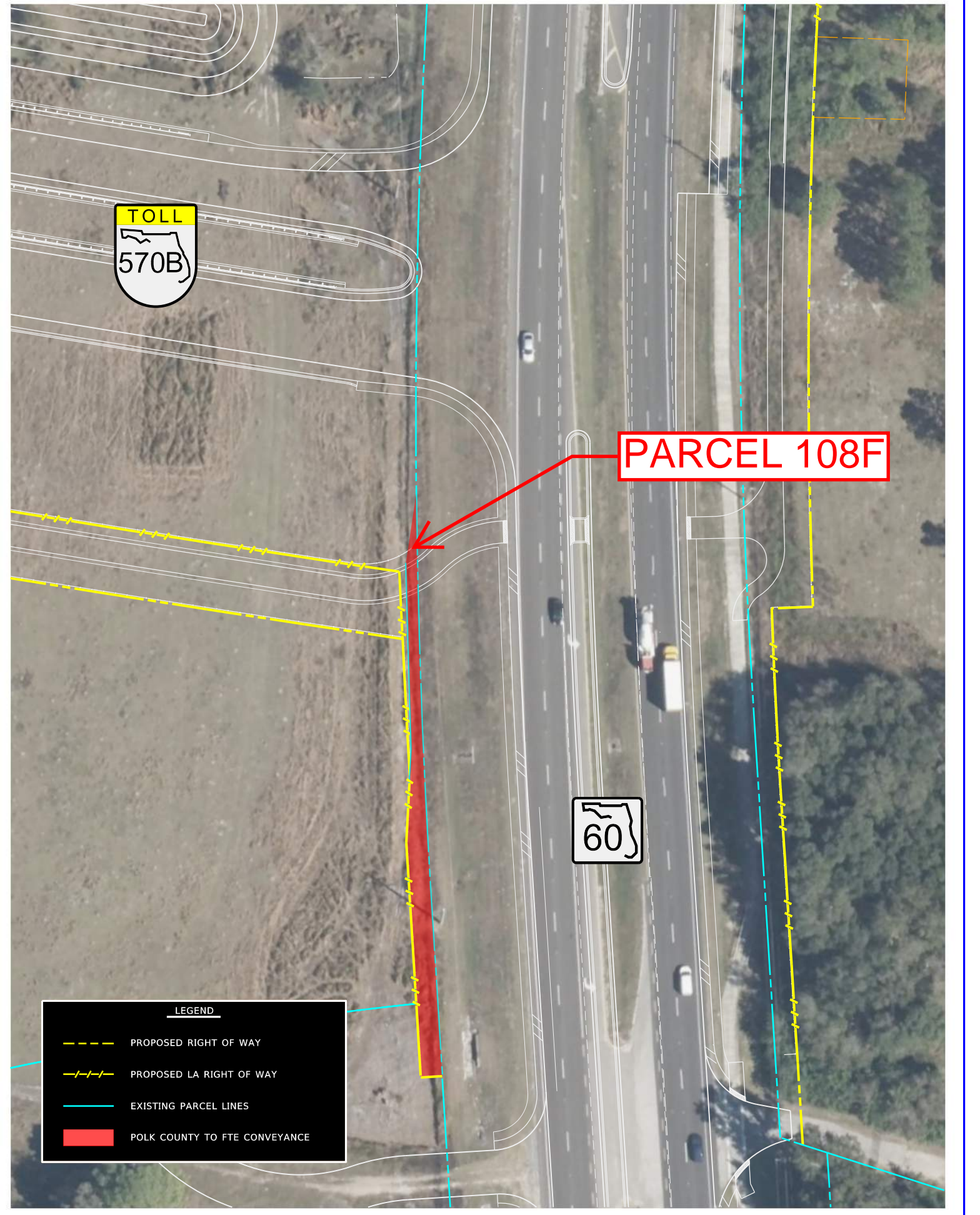
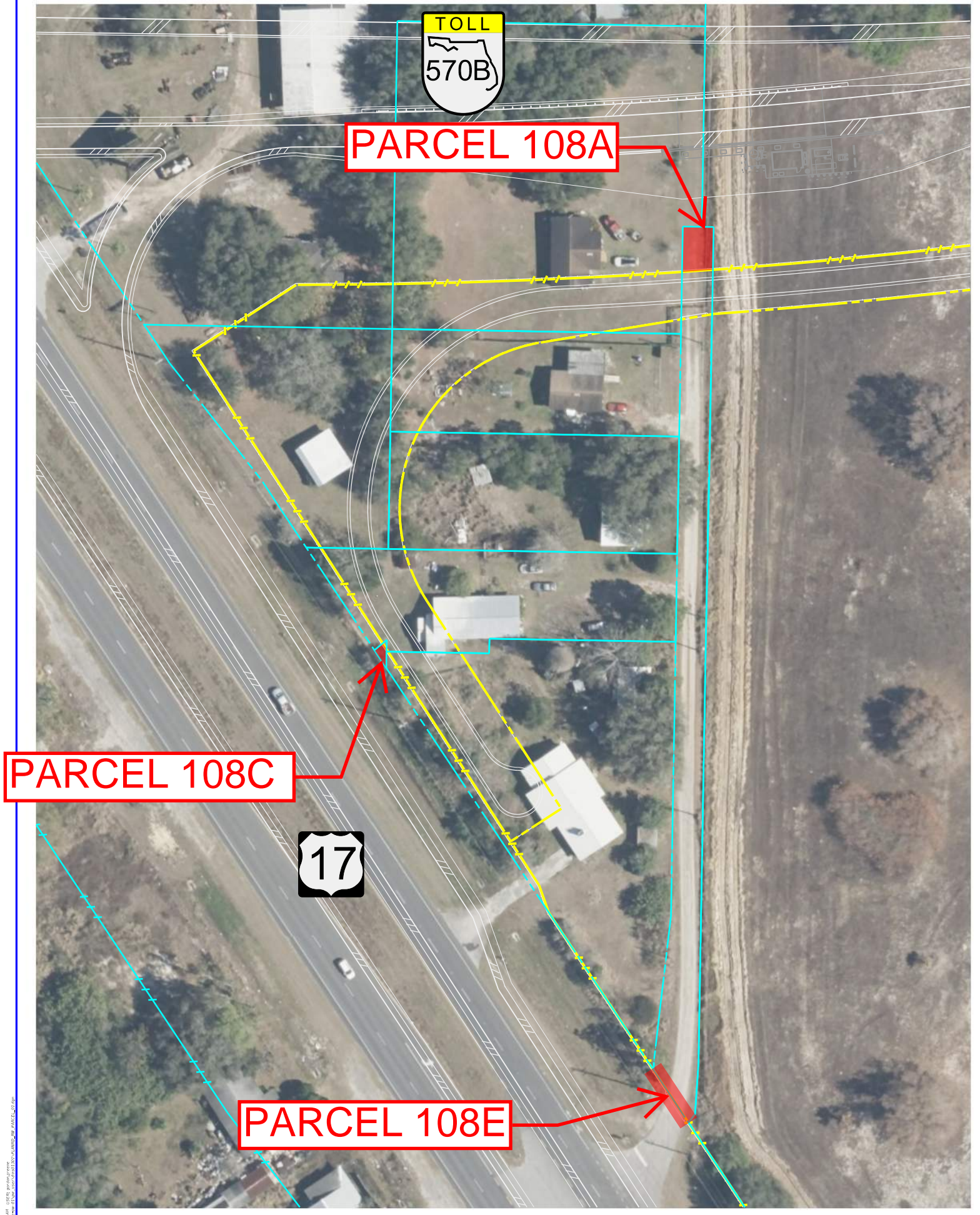
SEE SHEET 4 FOR LEGAL DESCRIPTION

FLORIDA DEPARTMENT OF TRANSPORTATION
SOVEREIGN SUBMERGED LAND EASEMENT

STATE ROAD NO. 570 B (CENTRAL POLK PARKWAY)			POLK COUNTY	
BY	DATE	PREPARED BY:	DATA SOURCE:	
DRAWN	M QUINN	OCT 2022	CUMBEY & FAIR, INC. LB No. 2168	N/A
CHECKED	PAT M	OCT 2022	F.P. NO. 440897-3-32-01	SECTION 16471-000
				SHEET 2 OF 4

EXHIBIT "C" - SHEET 1 OF 1





LEGEND

	PROPOSED RIGHT OF WAY
	PROPOSED LA RIGHT OF WAY
	EXISTING PARCEL LINES
	POLK COUNTY TO FTE CONVEYANCE

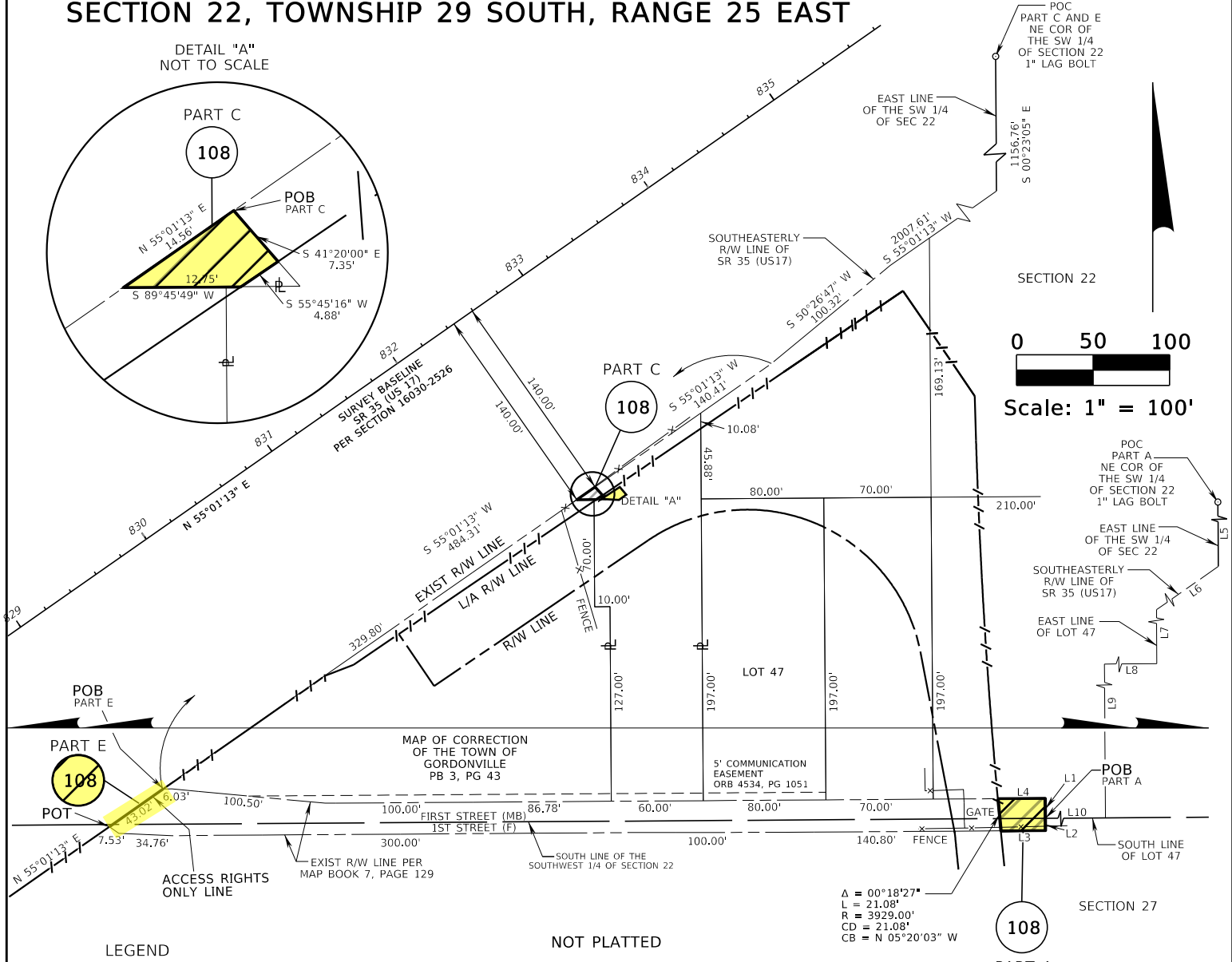
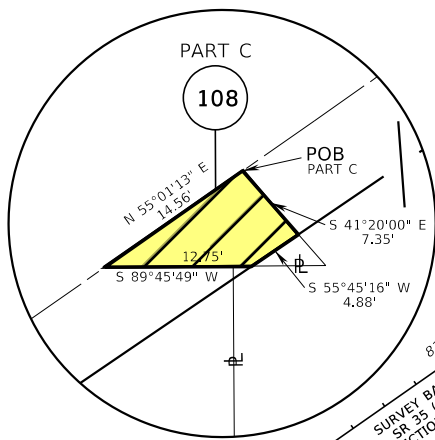
3/18/2024 8:26:11 AM 10896 Parcels.dwg

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THIS IS NOT A SURVEY. FOR APPRAISAL INFORMATION ONLY.

SECTION 22, TOWNSHIP 29 SOUTH, RANGE 25 EAST

DETAIL "A"
NOT TO SCALE



0 50 100
Scale: 1" = 100'

LEGEND

NOT PLATTED

- | | | | | | |
|----------|---|----------------------------------|-----|---|--------------|
| AC | = | ACRE | R | = | RADIUS |
| CB | = | CHORD BEARING | R/W | = | RIGHT OF WAY |
| CD | = | CHORD DISTANCE | SQ | = | SQUARE |
| COR | = | CORNER | SR | = | STATE ROAD |
| CONC | = | CONCRETE | Δ | = | DELTA |
| (F) | = | FIELD | | | |
| L/A | = | LIMITED ACCESS | | | |
| MB | = | MAP BOOK | | | |
| F.P.I.D. | = | FINANCIAL PROJECT IDENTIFICATION | | | |
| PB | = | PLAT BOOK | | | |
| PG | = | PAGE | | | |
| PL | = | PROPERTY LINE | | | |
| POB | = | POINT OF BEGINNING | | | |
| POC | = | POINT OF COMMENCEMENT | | | |
| POT | = | POINT OF TERMINUS | | | |

LINE	DISTANCE	BEARING
1)	13.00'	S 00°22'58" E
2)	8.00'	S 00°22'58" E
3)	29.20'	S 89°37'02" W
4)	31.02'	N 89°37'02" E
5)	1156.76'	S 00°23'05" E
6)	1611.90'	S 55°01'13" W
7)	374.04'	S 00°23'23" E
8)	90.00'	S 89°37'02" W
9)	210.00'	S 00°23'23" E
10)	136.78'	S 89°37'02" W

The bearings shown on this sketch are based on the Florida State Plane Coordinate System, West Zone, 1983 North American datum, 2011 Adjustment, as established between monuments "GPS 3194" and "K 024" with a bearing of S 26°38'16" E resulting in a bearing of S 44°43'55" E between PT Station 1363+14.50 and PC Station 1368+51.86.

EXHIBIT "F"
SHEET 1 OF 6

FLORIDA DEPARTMENT OF TRANSPORTATION
PARCEL LEGAL DESCRIPTION AND SKETCH - NOT A SURVEY

STATE ROAD NO. 570 B (CENTRAL POLK PARKWAY) POLK COUNTY

GENERAL REVISIONS	A.S.	10/05/23	BY	DATE	PREPARED BY:	PARCEL: 108
REVISION	BY	DATE	CHECKED	M QUINN	JAN 2023	CUMBEY & FAIR, INC.
			F.P. NO. 440897-3		SECTION 16471-000	SHEET 5 OF 6

THIS IS NOT A SURVEY. FOR APPRAISAL INFORMATION ONLY.

SECTION 3, TOWNSHIP 30 SOUTH, RANGE 25 EAST

PARENT TRACT = N/A SQ FEET

TAKE = 3393 SQ FEET

REMAINDER = N/A SQ FEET

LEGEND

- AC = ACRE
- COR = CORNER
- L/A = LIMITED ACCESS
- F.P.I.D. = FINANCIAL PROJECT IDENTIFICATION
- PB = PLAT BOOK
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PL = PROPERTY LINE
- RES = RESIDENCE
- R/W = RIGHT OF WAY
- SQ = SQUARE FEET
- SR = STATE ROAD

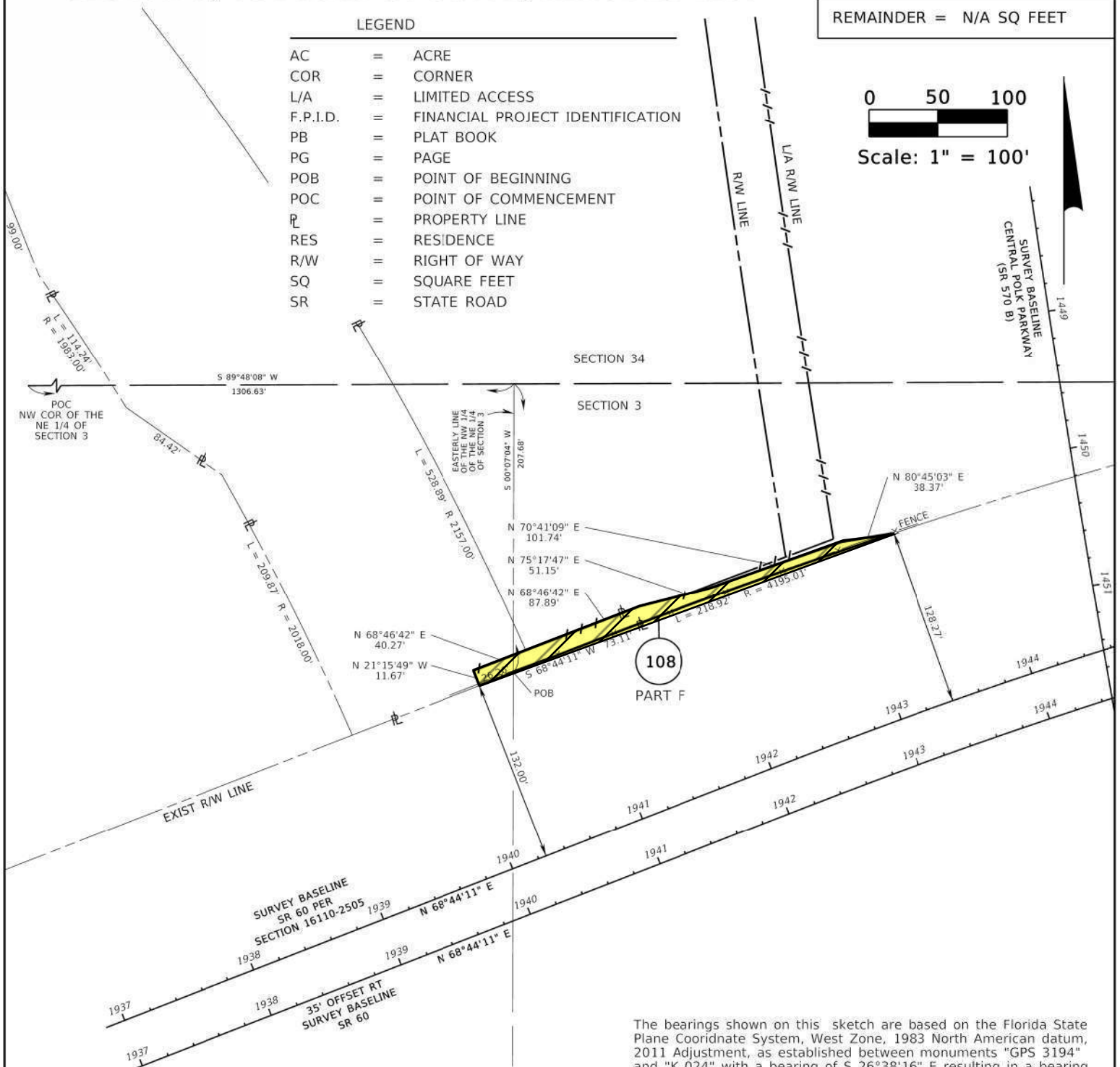
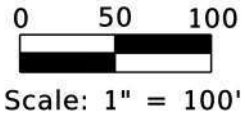


EXHIBIT "F"
SHEET 2 OF 6

The bearings shown on this sketch are based on the Florida State Plane Coordinate System, West Zone, 1983 North American datum, 2011 Adjustment, as established between monuments "GPS 3194" and "K 024" with a bearing of S 26°38'16" E resulting in a bearing of S 44°43'55" E between PT Station 1363+14.50 and PC Station 1368+51.86.

This legal description sketch is incomplete without the signed and sealed legal description

FLORIDA DEPARTMENT OF TRANSPORTATION
PARCEL LEGAL DESCRIPTION AND SKETCH - NOT A SURVEY

STATE ROAD NO. 570 B (CENTRAL POLK PARKWAY)

POLK COUNTY

REVISION	BY	DATE	BY	DATE	PREPARED BY:	PARCEL: 108
			CHECKED	M QUINN	JAN 2023	
			F.P. NO. 440897-3		SECTION 16471-000	SHEET 6 OF 6

EXHIBIT "F"
SHEET 3 OF 6

PARCEL 108
WPI/S 440897-3
CENTRAL POLK PARKWAY
STATE ROAD NO. 570 B
COUNTY: POLK

PART "A"

LIMITED ACCESS RIGHT OF WAY

That part of First Street as recorded in Maintenance Book 7, Page 129 of the Public Records of Polk County, Florida and being in the West 1/2 of Section 22, Township 29 South, Range 25 East, Polk County, Florida and more particularly described as follows:

Commence at a 1 inch lag bolt (no identification) marking the Northeast Corner of the Southwest 1/4 of said Section 22; thence South 00°23'05" East along the East line of the Southwest 1/4 of said Section 22, a distance of 1156.76 feet to a point on the Southeasterly right of way line of State Road 35, (US 17); thence South 55°01'13" West along the Southeasterly right of way line of said State Road 35, a distance of 1611.90 feet to a point on the Easterly line of said Lot 46; thence departing said Southeasterly right of way line, run South 00°23'23" East along the Easterly line of said Lot 46, a distance of 376.04 feet; thence South 89°37'02" West, a distance of 90.00 feet; thence South 00°23'23" East, a distance of 210.00 feet to a point on the South line of Lot 47 of Map of Correction of the Town of Gordonville as recorded in Plat Book 3, Page 43 of the Public Records of Polk County, Florida; thence South 89°37'02" West along the said South line of Lot 47, a distance of 136.78 feet to a point on the maintained right of way line of First Street, (as recorded in Map Book 7, Page 129, of the Public Records of Polk County, Florida) and the POINT OF BEGINNING, the next two courses are along the maintained right of way line of said First Street; 1) thence South 00°22'58" East, a distance of 8.00 feet; 2) thence South 89°37'02" West, a distance of 29.20 feet to a point of intersection with a non-tangent curve concave to the Northeast and having a radius of 3929.00 feet; thence run along the arc of said curve to the right through a central angle of 00°18'27" for a distance of 21.08 feet, said curve having a chord distance and bearing of 21.08 feet, North 05°20'03" West to a point of intersection with a non-tangent line, the next two courses are along the maintained right of way line of said First Street; 1) thence North 89°37'02" East, a distance of 31.02 feet; 2) thence South 00°22'58" East, a distance of 13.00 feet to the POINT OF BEGINNING.

Containing 632 square feet, more or less.

Together with all rights of access, ingress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

EXHIBIT "F"
SHEET 4 OF 6

PARCEL 108
WPI/S 440897-3
CENTRAL POLK PARKWAY
STATE ROAD NO. 570 B
COUNTY: POLK

PART "C"

LIMITED ACCESS RIGHT OF WAY

That part of Lot 47 of Map of Correction of the Town of Gordonville, as recorded in Plat Book 3, Page 43, as per Public Records of Polk County, Florida, being in the Southwest 1/4 of Section 22, Township 29 South, Range 25 East, Polk County, Florida and more particularly described as follows:

Commence at a 1 inch lag bolt (no identification) marking the Northeast Corner of the Southwest 1/4 of said Section 22; thence South 00°23'05" East along the East line of the Southwest 1/4 of said Section 22, a distance of 1156.76 feet to a point on the Southeasterly right of way line of State Road 35, (US 17), the next three courses are along the Southeasterly right of way line of said SR 35; 1) thence South 55°01'13" West, a distance of 2007.61 feet; 2) South 50°26'47" West, a distance of 100.32 feet; 3) South 55°01'13" West, a distance of 140.41 feet to the POINT OF BEGINNING; thence departing said Southeasterly right of way line, run South 41°20'00" East, a distance of 7.35 feet; thence South 55°45'16" West, a distance of 4.88 feet; thence South 89°37'02" West, a distance of 12.75 feet to a point on the Southeasterly right of way line of said State Road 35; thence North 55°01'13" East along the Southeasterly right of way line of said State Road 35, a distance of 14.56 feet to the POINT OF BEGINNING

Containing 71 square feet, more or less.

Together with all rights of access, ingress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

EXHIBIT "F"
SHEET 5 OF 6

PARCEL 108
WPI/S 440897-3
CENTRAL POLK PARKWAY
STATE ROAD NO. 570 B
COUNTY: POLK

PART "E"

ACCESS RIGHTS ONLY LINE

All rights of ingress, egress, light, air and view between Lot 47 of Map of Correction of the Town of Gordonville, as recorded in Plat Book 3, Page 43, as per Public Records of Polk County, Florida, being in the Southwest 1/4 of Section 22, Township 29 South, Range 25 East, Polk County, Florida and a portion of the Northeast 1/4 of Section 27, Township 29 South, Range 25 East, Polk County, Florida and the following described line:

Commence at a 1 inch lag bolt (no identification) marking the Northeast Corner of the Southwest 1/4 of said Section 22; thence South 00°23'05" East along the East line of the Southwest 1/4 of said Section 22, a distance of 1156.76 feet to a point on the Southeasterly right of way line of State Road 35, (US 17), the next three courses are along the Southeasterly right of way line of said SR 35; 1) thence South 55°01'13" West, a distance of 2007.61 feet; 2) South 50°26'47" West, a distance of 100.32 feet; 3) South 55°01'13" West, a distance of 484.31 feet to the POINT OF BEGINNING; thence continue South 55°01'13" West along the Southeasterly right of way line of said State Road 35, a distance of 43.02 feet, to the POINT OF TERMINUS.

EXHIBIT "F"
SHEET 6 OF 6

PARCEL 108
WPI/S 440897-3
CENTRAL POLK PARKWAY
STATE ROAD NO. 570 B
COUNTY: POLK

PART "F"

LIMITED ACCESS RIGHT OF WAY

That part of the Bartow Northern Connector Road as recorded in Official Records Book 9486, Page 1626 of the Public Records of Polk County, Florida together with a portion of the Northeast 1/4 of Section 3, Township 30 South, Range 25 East, Polk County, Florida and more particularly described as follows:

Commence at a 1/2 inch iron rod and cap "LB 2168" marking the Northwest corner of the Northeast 1/4 of said Section 3; thence North 89°48'08" East along the Northerly line of the Northeast 1/4 of said Section 3, a distance of 1306.63 feet to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 3; thence South 00°07'04" West along the Easterly line of the Northwest 1/4 of the Northeast 1/4 of said Section 3, a distance of 207.68 feet to a point on the Northerly right of way line of State Road 60 and to the POINT OF BEGINNING; thence South 68°44'11" West along the Northerly right of way line of said State Road 60, a distance of 26.26 feet; thence departing said Northerly right of way line run North 21°15'49" West, a distance of 11.67 feet; thence North 68°46'42" East, a distance of 40.27 feet to a point on the Northerly right of way line of said Bartow Northern Connector Road, the next four courses are along the Northerly right of way line of said Bartow Northern Connector Road; 1) thence continue North 68°46'42" East, a distance of 87.89 feet; 2) thence North 75°17'47" East, a distance of 51.15 feet; 3) thence North 70°41'09" East, a distance of 101.74 feet; 4) thence North 80°45'03" East, a distance of 38.37 feet to a point on the Northerly right of way line of said State Road 60 and a point of intersection with a non-tangent curve concave to the Southeast and having a radius of 4195.01 feet, the next two courses are along the Northerly right of way line of said State Road 60; 1) thence run along the arc of said curve to the left through a central angle of 02°59'24" for a distance of 218.92 feet, said curve having a chord distance and bearing of 218.90 feet, South 70°13'53" West; 2) thence South 68°44'11" West, a distance of 73.11 feet to the POINT OF BEGINNING.

Containing 2,690 square feet, more or less.

Containing in the aggregate 3,393 square feet, more or less.

SECTION 22, TOWNSHIP 29 SOUTH, RANGE 25 EAST

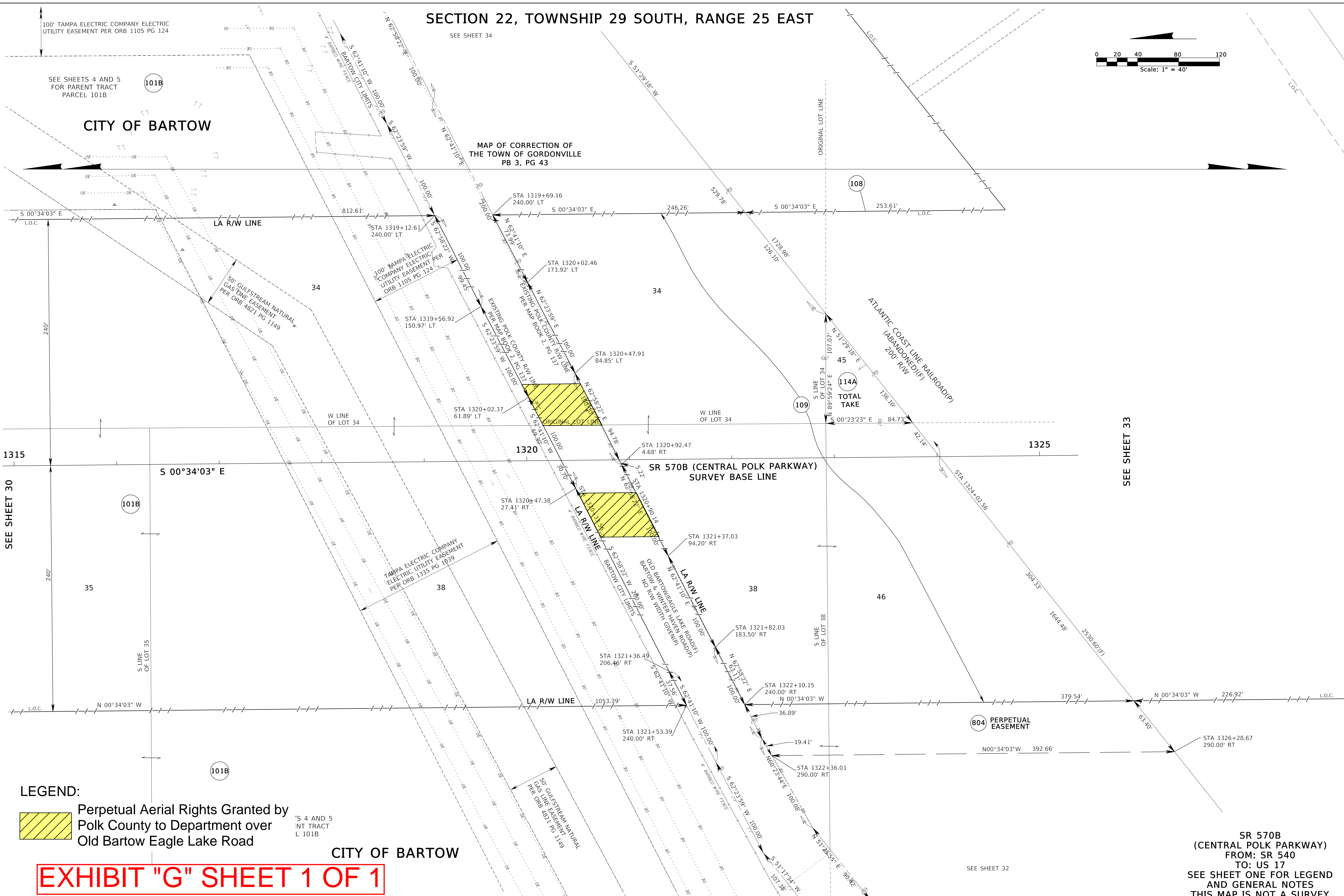
SEE SHEET 34



SEE SHEETS 4 AND 5 FOR PARENT TRACT PARCEL 101B

CITY OF BARTOW

MAP OF CORRECTION OF THE TOWN OF GORDONVILLE PB 3, PG 43



SEE SHEET 33

SEE SHEET 30

LEGEND:

Perpetual Aerial Rights Granted by Polk County to Department over Old Bartow Eagle Lake Road

SEE SHEETS 4 AND 5 FOR PARENT TRACT PARCEL 101B

CITY OF BARTOW

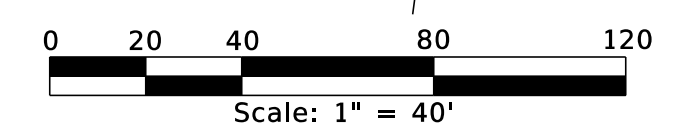
EXHIBIT "G" SHEET 1 OF 1

SR 570B (CENTRAL POLK PARKWAY) FROM: SR 540 TO: US 17
SEE SHEET ONE FOR LEGEND AND GENERAL NOTES
THIS MAP IS NOT A SURVEY

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	ACCEPTED BY	DATE	REV. L.O.C. LINE	A.S.	DATE	BY	DATE	FA PROJ. NO. N/A	SECTION 16350-000	MAPS PREPARED BY: MCKIM & CREED, INC. 551 N. CATTLEMEN ROAD, SUITE 106 SARASOTA, FL 34233 941-579-3404 LB 7917	DATA SOURCE:
		GARY R. ROCHE, PSM	3/09/2020	REV. LA LINES	A.S.	11/21/19	G. JONES	PRELIM				SEE SHEET ONE
		TURNPIKE ENTERPRISE SURVEYOR		ADD PAR. 804/L.O.C. LINE	A.S.	1/30/20	G. JONES	FINAL	STATE ROAD NO. 570B	POLK COUNTY	SCALE: 1" = 40'	
				REVISION	BY	DATE	T. HALSTEAD	CHECKED			FPID 440897-2	SHEET 31 OF 52

EXHIBIT "H" - SHEET 2 OF 3

SECTION 34, TOWNSHIP 29 SOUTH, RANGE 25 EAST
SECTION 03, TOWNSHIP 30 SOUTH, RANGE 25 EAST



CURVE C103
PI STA 1949+30.34
PKND "LB 2168"
Δ = 21° 06' 00" (RT)
D = 01° 30' 00"
T = 711.39'
L = 1406.67'
R = 3819.72'
PC STA 1942+18.95
PT STA 1956+25.62

CURVE C103A
PI STA 1949+23.82
NO COR SET OR FND
Δ = 21° 06' 00" (RT)
D = 01° 30' 50"
T = 704.87'
L = 1393.78'
R = 3784.72'
PC STA 1942+18.95
PT STA 1956+12.73

CURVE RW2
Δ = 14° 02' 56" (C) (LT)
L = 528.89' (C)
R = 2157.00' (C)(D)
CD = 527.57' (C)
CHB = N30°44'14"W

CURVE RW1
Δ = 10°43'58" (LT)
L = 785.82'
R = 4195.01'
CD = 784.68'
CHB = S77°05'34"W

CURVE RW10
Δ = 04° 30' 00" (RT)
L = 311.78'
R = 3,969.72'
CD = 311.70'
CHB = N 87° 12' 08" E

CURVE RW11
Δ = 00° 21' 37" (RT)
L = 26.37'
R = 4,195.01'
CD = 26.37'
CHB = N 89° 39' 23" E

PARCEL SUBJECT TO A BLANKET EASEMENT FOR RAILROAD TRACK PER DEED BOOK 776, PAGE 411
PARCEL SUBJECT TO A BLANKET EASEMENT AGREEMENT PER ORB 4604, PAGE 1471
PARCEL SUBJECT TO A BLANKET AVIGATION EASEMENT PER ORB 4705, PAGE 1266
PARCEL SUBJECT TO A UTILITY EASEMENT PER ORB 902, PAGE 328 (NOT PLOTTABLE)

NOT PLATTED

SE 1/4

Δ = 00°12'02" (LT)
L = 13.86'
R = 3963.00'
CD = 13.86'
CHB = S82°48'02"W

SEE KEY MAP 3 FOR PARENT TRACT

CURVE C50
Δ = 82° 49' 26" (RT)(C)
L = 1,113.07'(C)
R = 770.00'(D)(C)
CD = 1,018.66'(D)(C)
CHB = N 47° 52' 01" W

CURVE C51
Δ = 01° 31' 12" (LT)(D)(C)
L = 100.01'
R = 3,769.72'(D)(C)
CD = 100.00'(D)(C)
CHB = S 82° 17' 29" W

CURVE C52
Δ = 10° 40' 39" (LT)
L = 154.68'
R = 830.00'
CD = 154.45'
CHB = S 11° 50' 53" E

Curve C56
Δ = 06° 47' 06" (RT)
L = 446.42'
R = 3,769.72'
C.D. = 446.16'
C.B. = N 86° 26' 38" E

CURVE C319
Δ = 05° 46' 21" (LT)
L = 376.34'
R = 3,735.50'
CD = 376.18'
CHB = S 77° 47' 51" W

CURVE C322
Δ = 06° 54' 34" (RT)
L = 477.91'
R = 3,963.00'
CD = 477.62'
CHB = N 79° 26' 46" E

CURVE C330
Δ = 01° 47' 01" (RT)
L = 123.36'
R = 3,963.00'
CD = 123.36'
CHB = N 84° 45' 15" E

CURVE C331
Δ = 01° 41' 53" (LT)
L = 124.32'
R = 4,195.01'
CD = 124.32'
CHB = S 84° 24' 24" W

CURVE C332
Δ = 01° 19' 46" (LT)
L = 123.05'
R = 5,303.50'
CD = 123.05'
CHB = S 81° 20' 54" W

CURVE C333
Δ = 10° 25' 07" (LT)
L = 679.27'
R = 3,737.50'
CD = 678.33'
CHB = S 75° 28' 28" W

CURVE C336
Δ = 01° 26' 56" (LT)
L = 20.99'
R = 830.00'
CD = 20.99'
CHB = S 07° 14' 01" E

CURVE C337
Δ = 05° 59' 56" (LT)
L = 557.06'
R = 5320.50'
CD = 556.81'
CHB = S 86° 09' 27" W

CURVE C364
Δ = 02° 39' 24" (RT)
L = 174.79'
R = 3,769.72'
CD = 174.78'
CHB = N 84° 22' 47" E

CURVE C365
Δ = 04° 07' 42" (RT)
L = 271.63'
R = 3,769.72'
CD = 271.57'
CHB = N 87° 46' 20" E

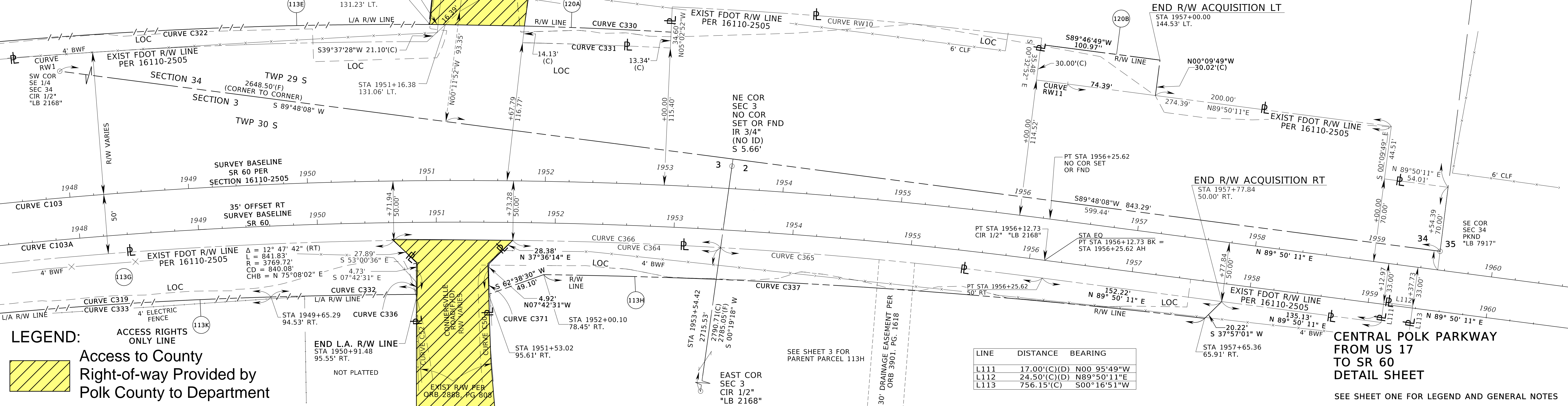
CURVE C366
Δ = 04° 10' 36" (LT)
L = 274.80'
R = 3,769.72'
CD = 274.74'
CHB = S 83° 37' 11" W

CURVE C371
Δ = 01° 31' 36" (RT)
L = 20.52'
R = 770.00'
CD = 20.52'
CHB = N 07° 13' 07" W

CURVE C372
Δ = 00° 38' 54" (RT)
L = 60.00'
R = 5303.50'
CD = 60.00'
CHB = N 82° 20' 15" E

PARCEL SUBJECT TO A BLANKET EASEMENT AGREEMENT PER ORB 1271, PAGE 119
PARCEL SUBJECT TO A WELL ACCESS EASEMENT PER ORB 1271, PG. 119
WELL LOCATION INDETERMINATE

SEE SHEET 14



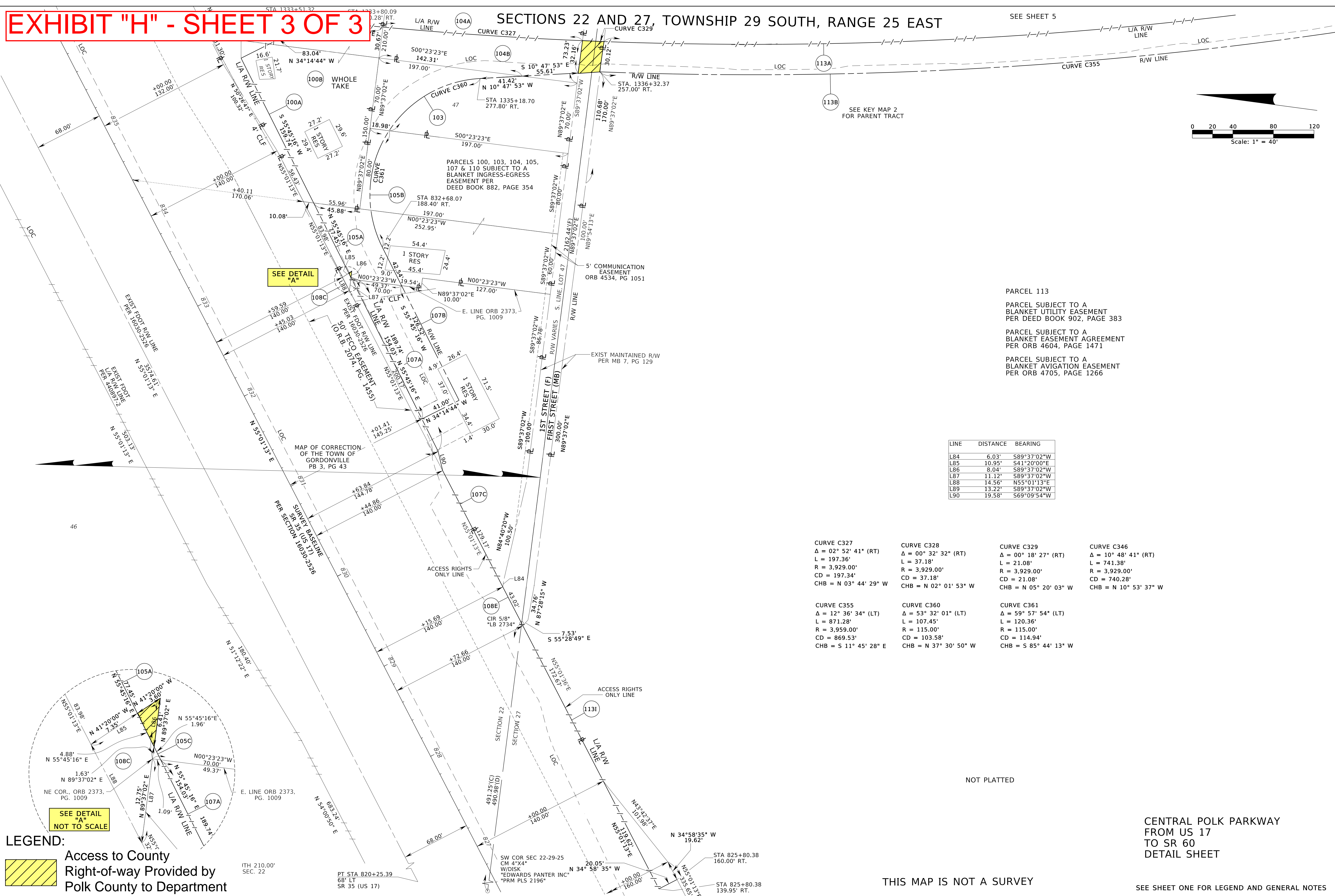
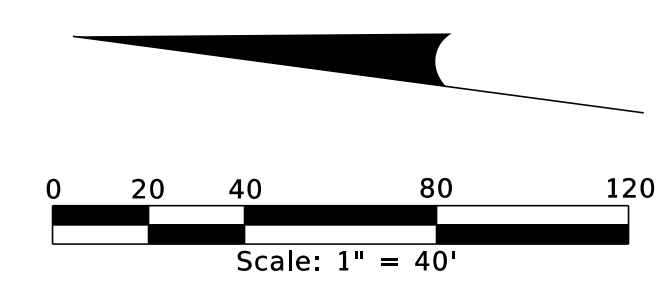
LEGEND:
ACCESS RIGHTS ONLY LINE
Right-of-way Provided by Polk County to Department

LINE	DISTANCE	BEARING
L111	17.00'(C)(D)	N00 95°49'W
L112	24.50'(C)(D)	N89°50'11"E
L113	756.15'(C)	S00°16'51"W

EXHIBIT "H" - SHEET 3 OF 3

SECTIONS 22 AND 27, TOWNSHIP 29 SOUTH, RANGE 25 EAST

SEE SHEET 5



PARCEL 113
 PARCEL SUBJECT TO A
 BLANKET UTILITY EASEMENT
 PER DEED BOOK 902, PAGE 383
 PARCEL SUBJECT TO A
 BLANKET EASEMENT AGREEMENT
 PER ORB 4604, PAGE 1471
 PARCEL SUBJECT TO A
 BLANKET AVIGATION EASEMENT
 PER ORB 4705, PAGE 1266

LINE	DISTANCE	BEARING
L84	6.03'	S89°37'02"W
L85	10.95'	S41°20'00"E
L86	8.04'	S89°37'02"W
L87	11.12'	S89°37'02"W
L88	14.56'	N55°01'13"E
L89	13.22'	S89°37'02"W
L90	19.58'	S69°09'54"W

CURVE	Δ	L	R	CD	CHB
CURVE C327	02° 52' 41" (RT)	197.36'	3,929.00'	197.34'	N 03° 44' 29" W
CURVE C328	00° 32' 32" (RT)	37.18'	3,929.00'	37.18'	N 02° 01' 53" W
CURVE C329	00° 18' 27" (RT)	21.08'	3,929.00'	21.08'	N 05° 20' 03" W
CURVE C346	10° 48' 41" (RT)	741.38'	3,929.00'	740.28'	N 10° 53' 37" W
CURVE C355	12° 36' 34" (LT)	871.28'	3,959.00'	869.53'	S 11° 45' 28" E
CURVE C360	53° 32' 01" (LT)	107.45'	115.00'	103.58'	N 37° 30' 50" W
CURVE C361	59° 57' 54" (LT)	120.36'	115.00'	114.94'	S 85° 44' 13" W

SEE DETAIL "A" NOT TO SCALE

LEGEND:
 Access to County
 Right-of-way Provided by Polk County to Department

NOT PLATTED

CENTRAL POLK PARKWAY
 FROM US 17
 TO SR 60
 DETAIL SHEET

THIS MAP IS NOT A SURVEY

SEE SHEET ONE FOR LEGEND AND GENERAL NOTES

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY: GARY R. ROCHE, PSM	DATE: 1/19/2023	BY: M. QUINN	DATE: SEP 2022	FED. PROJ. N/A	SECTION 16471-000	MAPS PREPARED BY: CUMBEY & FAIR, INC.	DATA SOURCE: SEE SHEET 1			
		TURNPIKE SURVEYOR & MAPPER		ADD CALLS PARCEL 107	A.S. 02/07/24			PRELIM	M. QUINN	SEP 2022	CLEARWATER, FL	SCALE: 1" = 40'
				GENERAL REVISIONS	A.S. 10/05/23			FINAL	M. QUINN	DEC 2022		
								CHECKED	PAT M	DEC 2022		
				REVISION	BY	DATE						

STATE ROAD NO. 570 B (CENTRAL POLK PARKWAY)	POLK COUNTY	F.P. NO. 440897-3-32-01	SHEET 16 OF 20
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