

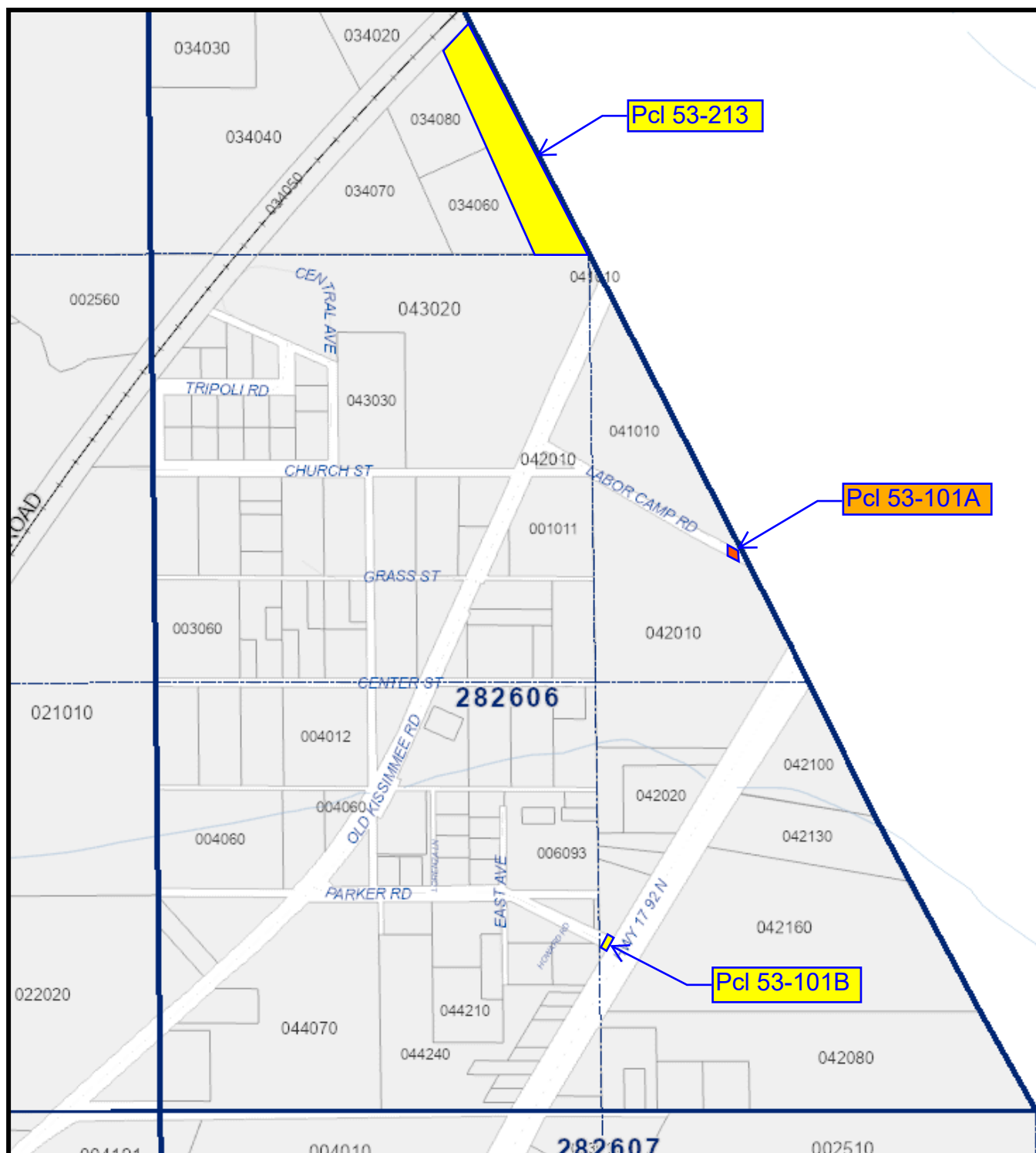
North

Subject Area

Section 6,
Township 26 South,
Range 28 East



SECTION 06, TOWNSHIP 26 SOUTH, RANGE 28 EAST



**PARCELS: 53-101 A,
53- 101 B, and 53-213
PROJECT: S.R. 538**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (“Agreement”) is made this ____ day of _____, 2025, by and between **POLK COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, FL 33831-0988 (“**Seller**”), and the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“**CFX**”). (CFX and the Seller are sometimes hereinafter individually referred to as a “Party” or collectively as the “Parties”).

RECITALS:

Seller is the owner of certain parcels of real property located in Polk County, Florida, as follows:

1. Parcel 53-101 B which comprises approximately 0.0148 gross acres or 643 square feet, as more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference together with all improvements thereon and rights, permits, privileges, licenses, rights of way and easements appurtenant thereto.
2. Parcel 53-213 which comprises approximately 2.317 gross acres, as more particularly described on **Exhibit “B”** attached hereto and incorporated herein by this reference together with all improvements thereon and rights, permits, privileges, licenses, rights of way and easements appurtenant thereto.

Herein after Parcel 53-101 B and 53-213 will be referred as the “**Property.**”

Pursuant to Chapter 348, Part III of the Florida Statutes (the “**Central Florida Expressway Authority Law**”), and particularly Section 348.754, Florida Statutes, CFX is empowered to construct, improve, maintain, and operate the Central Florida Expressway System (“**Expressway System**”) and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges, and avenues of access. Furthermore, pursuant to Section 348.760, Florida Statutes, CFX may enter into contracts, conveyances, partnerships and other agreements with other entities for the purpose of carrying out the provisions of the Central Florida Expressway Authority Law.

CFX has identified the Property as necessary right-of-way for the future construction and maintenance of right-of-way improvements for State Road 538 (the “**Project**”). Although the overall project is associated with a limited access corridor, Parcel 53-101 B is not being acquired as limited access right-of-way. As it relates to Parcel 53-101 A, as more particularly described in Exhibit “C”, the Buyer and Seller hereby acknowledge and agree that an aerial electric line(s) crossing (the “Powerline Crossing”) will be newly placed over Parcel 53-101 A, being public right-of-way for Labor Camp Road. The Powerline Crossing is more particularly described and illustrated in the proposed plan sheet attached hereto as Exhibit “D” and incorporated herein by reference.

Seller and CFX desire to enter this Agreement to formalize the terms and conditions whereby the Seller shall sell and convey the Property to CFX.

For and in consideration of the mutual covenants, agreements and Purchase Price set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties hereto, CFX and Seller hereby covenant and agree as follows:

1. **Agreement to Buy and Sell.** In lieu of condemnation, Seller agrees to sell to CFX and CFX agrees to purchase from Seller the Property in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.

2. **Improvements Owned by Others.** There are no improvements or items owned by others that are excluded from this Agreement. The Property being sold includes are items and improvements as described herein.

3. **Purchase Price and Total Consideration Paid.** The total compensation to be paid by CFX at Closing and only in the event of closing shall be as follows:

(a)	Purchase Price:	\$ 161, 500.00
(b)	Damages or Cost to Cure	N/A
(c)	Attorney Fees and Costs	N/A
(d)	Appraiser Fees	N/A
(e)	Other Consultant Fees and Costs	N/A
(f)	Total Amount Paid by CFX	\$ 161, 500.00

At Closing, CFX shall also pay: (i) the costs of recording the Deed delivered hereunder; (ii) the costs of any environmental studies or other due diligence surveys by CFX; and (iii) title insurance policy premium, including endorsements, and related title expenses pertaining to the owner's title commitment. . The Deed shall be executed and delivered in lieu of condemnation and shall include a caption that it is not subject to documentary stamp tax. Except as provided above, each Party shall pay its own attorney's or other consultants. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Polk County, Florida.

4. **Conditions and Limitations.**

- (a) This Agreement may be subject to the final approval of CFX as required by CFX Property Acquisition, Disposition & Permitting policy, procedure, and/or manual as of the date of this Agreement. Closing shall occur within sixty (60) days after the date of final execution of this Agreement by CFX upon not less than ten (10) days' written notice to Seller, but no later than October 31, 2025, unless extended mutual agreement in writing signed by the Parties (the "Closing Date"), at the offices of CFX's attorney or designated title company or any other place which is mutually acceptable to the Parties. Without limiting the foregoing, Closing may take place by mail or courier.
- (b) If the Closing occurs between January 1st and November 1st of any tax year, Seller shall pay all taxes, assessments and charges applicable to the Property for all years up to and including the date of Closing in accordance with Section 196.295, Florida Statutes. All general and special assessments and charges applicable to the Property shall be

prorated as of the Property Closing Date between Seller and Purchaser, but specifically excluding all assessments assessed by any property owners' association, which, if any, will be paid in full by Seller on or before the Property Closing Date. At Closing, the Seller shall pay the Purchaser (or the Closing Agent) Seller's pro rata share of such other taxes, assessment and charges as determined by any and all applicable federal, state, county, municipal, or other governmental department or entity, or any authority, commission, board, bureau, court, community development district, or agency having jurisdiction over the Property ("Governmental Authority"). If the real property ad valorem taxes, general assessments and charges applicable to the Property are not available at Closing, then they shall be estimated based upon the most recent information available. If the Closing occurs in November or December, Seller shall be responsible for the entire year's tax liability.

- (c) Seller is responsible for delivering marketable title to CFX. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that exist as of the date of this Agreement ("Permitted Exceptions"). Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller. Title shall transfer as of the Closing Date and Seller shall deliver possession of the Property to CFX at Closing free of any tenancies, occupants or personal property.
- (d) At the Closing, Seller shall execute and deliver to CFX a County Deed (the "Deed") in substantially the form and content attached hereto as **Exhibit "E"** and incorporated herein by reference, conveying marketable record title to the Property to CFX, subject only to the Permitted Exceptions. In the event any mortgage, lien or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Seller, such mortgage, lien or encumbrance shall, at CFX's election, be satisfied and paid with the proceeds of the Purchase Price.
- (e) Seller and CFX agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the Parties.

5. **General Provisions.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by Seller and CFX. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Seller and CFX do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party at Closing. This Agreement shall be interpreted

under the laws of the State of Florida. The Parties hereto agree that venue for any legal action authorized hereunder shall be in the courts of Polk County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

6. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed at the address first set forth above or as designated in a written notice given in accordance with this paragraph.

7. **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 a written offer nor admissible in any subsequent eminent domain proceeding with respect to the Property.

8. **Waiver of Jury Trial.** SELLER AND CFX VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE DEEMED TO WAIVE SELLER'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.

9. **No Representation or Warranty of Facilities.** Seller acknowledges and agrees that this Agreement is not contingent upon CFX's construction of any specific transportation facilities or improvements and the design and location of any contemplated or proposed transportation facilities are not guaranteed.

10. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either CFX or Seller execute this Agreement.

11. **Release of CFX.** Seller hereby agrees, acknowledges and understands that the Property is being acquired by CFX in connection with a planned limited access highway project. By execution of this Agreement, Seller acknowledges and agrees that as of the date of Seller's execution and delivery of the deed, Seller shall thereby release and discharge CFX, of and from all, and all manner of causes of action, suits, claims, damages, judgments, in law or in equity, which Seller ever had, then has, or which any personal representative, successor, heir or assign of Seller, thereafter can, shall or may have, against CFX, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Seller's conveyance of the Property to CFX, including, without limitation, any claim for loss of access to Seller's remaining property (with the exception of loss of access to Parcel 53-101 B which is not a limited access parcel), severance damages to Seller's remaining property, business damages or any other damages. Nothing herein shall be deemed to release CFX from its obligations or liabilities under this Agreement. A covenant shall be contained in the deed acknowledging Seller's agreement to the foregoing.

12. **Special Conditions.** NONE

[Signatures on following pages].

IN WITNESS WHEREOF, the Seller hereto has caused these presents to be executed in its respective name as of the date first above written.

“SELLER”

Polk County,
a political subdivision of the State of Florida

WITNESSES:

Print Name: _____

Print Name: _____

By: _____

T.R. Wilson, Chairman

Dated: _____

IN WITNESS WHEREOF, CFX hereto has caused these presents to be executed in its name as of the date first above written.

WITNESSES:

“CFX”

Print Name:_____

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**, a body corporate and an agency
of the State of Florida, created by Part III of
Chapter 348, Florida Statutes

Print Name_____

By:_____

Title:_____

Date:_____

APPROVED AS TO FORM FOR
EXECUTION BY A SIGNATORY OF
THE CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

Right-of-Way Counsel:
Marchena and Graham, P.A.

By:_____

Date:_____

EXHIBIT "A"

**LEGAL DESCRIPTION OF PROPERTY
AND PROPERTY SITE MAP PARCEL 53-101 B**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-101B
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PORTION OF PARKER ROAD, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF PARKER ROAD AS RECORDED IN MAP BOOK 11, PAGE 1, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

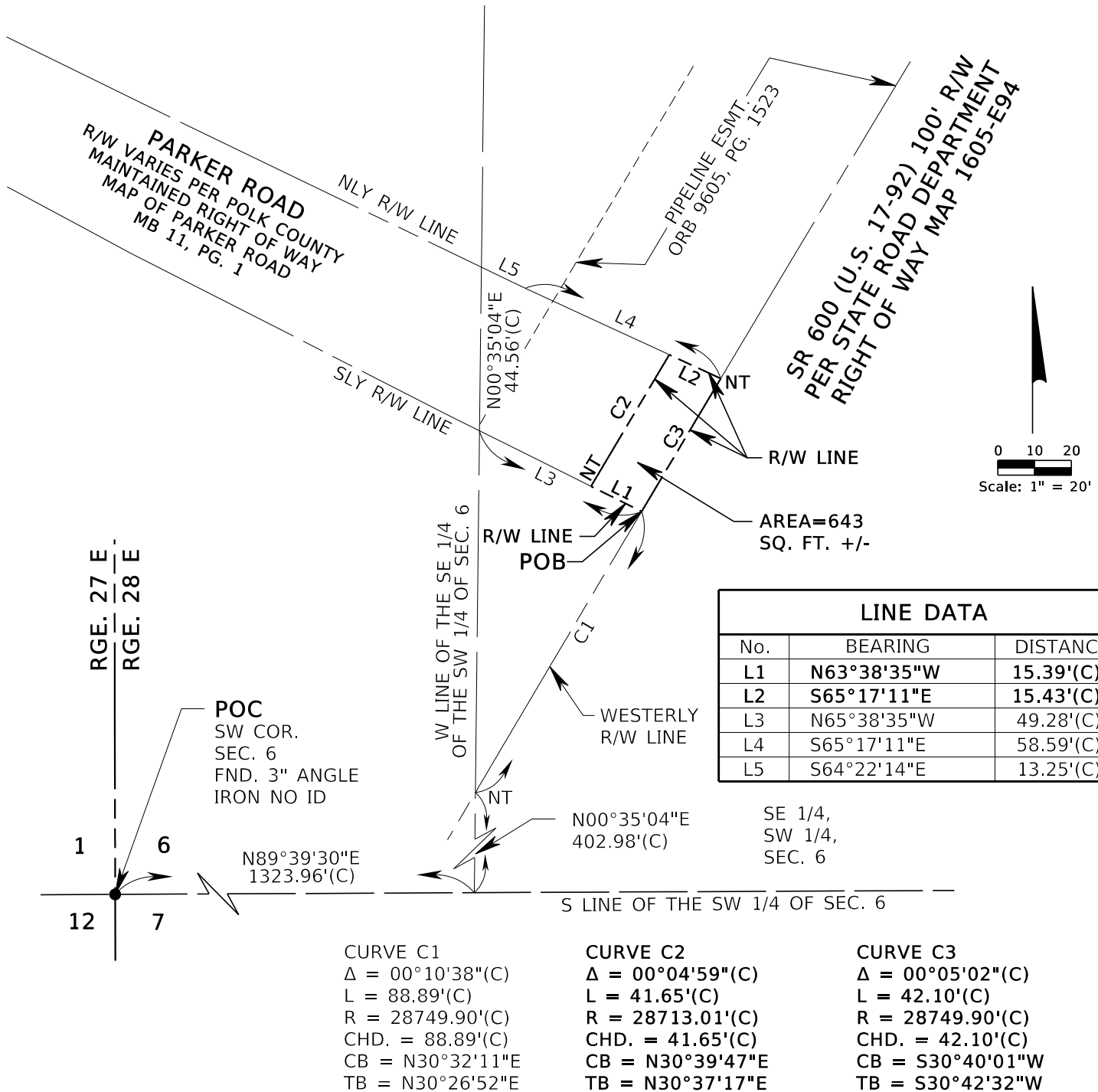
COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1323.96 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°35'04" EAST, A DISTANCE OF 402.98 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28749.90 FEET, A CHORD BEARING OF NORTH 30°32'11" EAST AND A CHORD DISTANCE OF 88.89 FEET; THENCE FROM A TANGENT BEARING OF NORTH 30°26'52" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°10'38", A DISTANCE OF 88.89 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PARKER ROAD, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF PARKER ROAD, AS RECORDED IN MAP BOOK 11, PAGE 1, SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 63°38'35" WEST, A DISTANCE OF 15.39 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28713.01 FEET, A CHORD BEARING OF NORTH 30°39'47" EAST AND A CHORD DISTANCE OF 41.65 FEET; THENCE FROM A TANGENT BEARING OF NORTH 30°37'17" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°04'59", A DISTANCE OF 41.65 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID PARKER ROAD; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 65°17'11" EAST, A DISTANCE OF 15.43 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28749.90 FEET, A CHORD BEARING OF SOUTH 30°40'01" WEST AND A CHORD DISTANCE OF 42.10 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 30°42'32" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°05'02", A DISTANCE OF 42.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 643 SQUARE FEET, MORE OR LESS.

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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY			
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300
			DRAWN	R. REBELLO	02/21/2024	DATA SOURCE: SEE GENERAL NOTES, SHEET 3
REVISION	BY	DATE	CHECKED	M. SHATTO	02/22/2024	SECTION N/A
						SHEET 1 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-101B



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

TWP. 26 S

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

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL NOTES, SHEET 3	
ADD CURVE C1	D. WILLIAMS	07/18/2024	DRAWN	R. REBELLO	02/21/2024			
REVISION	BY	DATE	CHECKED	M. SHATTO	02/22/2024	SECTION N/A		SHEET 2 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-101B

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
3. PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

LEGEND

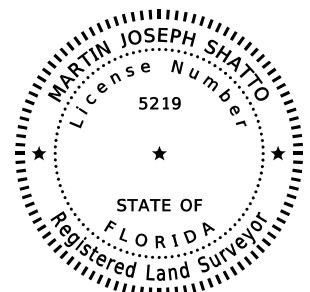
CHD. = CHORD DISTANCE
CB = CHORD BEARING
CL = CENTERLINE
(C) = CALCULATED DATA
CCR = CERTIFIED CORNER RECORD
CFX = CENTRAL FLORIDA EXPRESSWAY
AUTHORITY
CO. = COUNTY
COR. = CORNER
CM = CONCRETE MONUMENT
CR = COUNTY ROAD
CSX = CHESSIE SEABOARD CONSOLIDATED
D = DEGREE
(D) = DEED DATA
DB = DEED BOOK
DR.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

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

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

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

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.



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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY					
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY					
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY					
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE NOTE 3 ABOVE	
UPDATE SIGNATURE	MJS	4/03/2024	DRAWN	R. REBELLO	02/21/2024			
REVISION	BY	DATE	CHECKED	M. SHATTO	02/22/2024			
						SECTION N/A	SHEET 3 OF 3	

EXHIBIT “B”

**LEGAL DESCRIPTION OF PROPERTY
AND PROPERTY SITE MAP PARCEL 53-213**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-213
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9457, PAGE 830, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1187.65 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9457, PAGE 830 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF SAID LANDS NORTH 24°05'04" WEST, A DISTANCE OF 690.36 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF CHESSIE SEABOARD CONSOLIDATED (CSX) RAILROAD, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON TRACK MAP V.3 S43-44 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 11409.19 FEET, A CHORD BEARING OF NORTH 45°09'19" EAST AND A CHORD DISTANCE OF 122.31 FEET; THENCE FROM A TANGENT BEARING OF NORTH 44°50'53" EAST, NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°36'51", A DISTANCE OF 122.31 FEET TO THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 805.32 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG AFORESAID NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°49'30" WEST, A DISTANCE OF 171.60 FEET TO THE POINT OF BEGINNING.

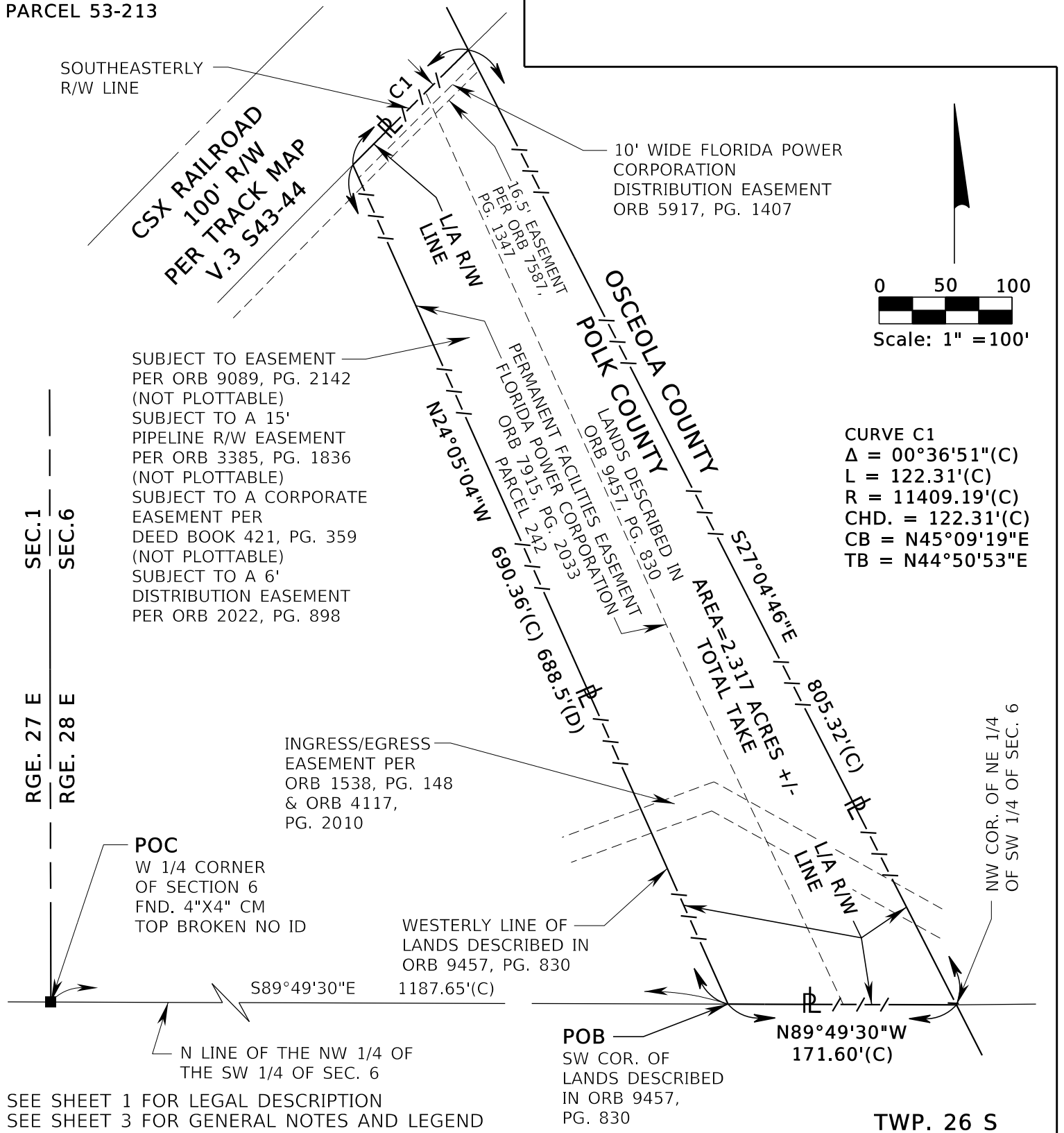
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.317 ACRES, MORE OR LESS.

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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY				
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY				
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY				
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL NOTES, SHEET 3
			DRAWN	R. REBELLO	03/20/2023		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023	SECTION N/A	SHEET 1 OF 3

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-213**



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

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL NOTES, SHEET 3
ADDED EASEMENT PER ORB 7587, PG. 1347	J. J PIERRE	01/11/2024	DRAWN	R. REBELLO	03/20/2023		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023	SECTION N/A	SHEET 2 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-213

GENERAL NOTES

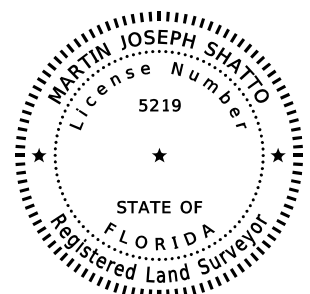
1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING SOUTH 89°49'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-213 DATED 11/19/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M. AND 3/11/2024 AT 8:00 A.M.

LEGEND

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

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

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.



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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY			
			BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE NOTE 3 ABOVE
UPDATE TITLE	MJS	4/04/2024	DRAWN	R.REBELLO	03/20/2023	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023	
					SECTION N/A	SHEET 3 OF 3

EXHIBIT “C”

**LEGAL DESCRIPTION OF PROPERTY
AND PROPERTY SITE MAP PARCEL 53-101 A**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-101A
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PORTION OF LABOR CAMP ROAD, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF LABOR CAMP ROAD AS RECORDED IN MAP BOOK 11, PAGES 3 AND 4, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

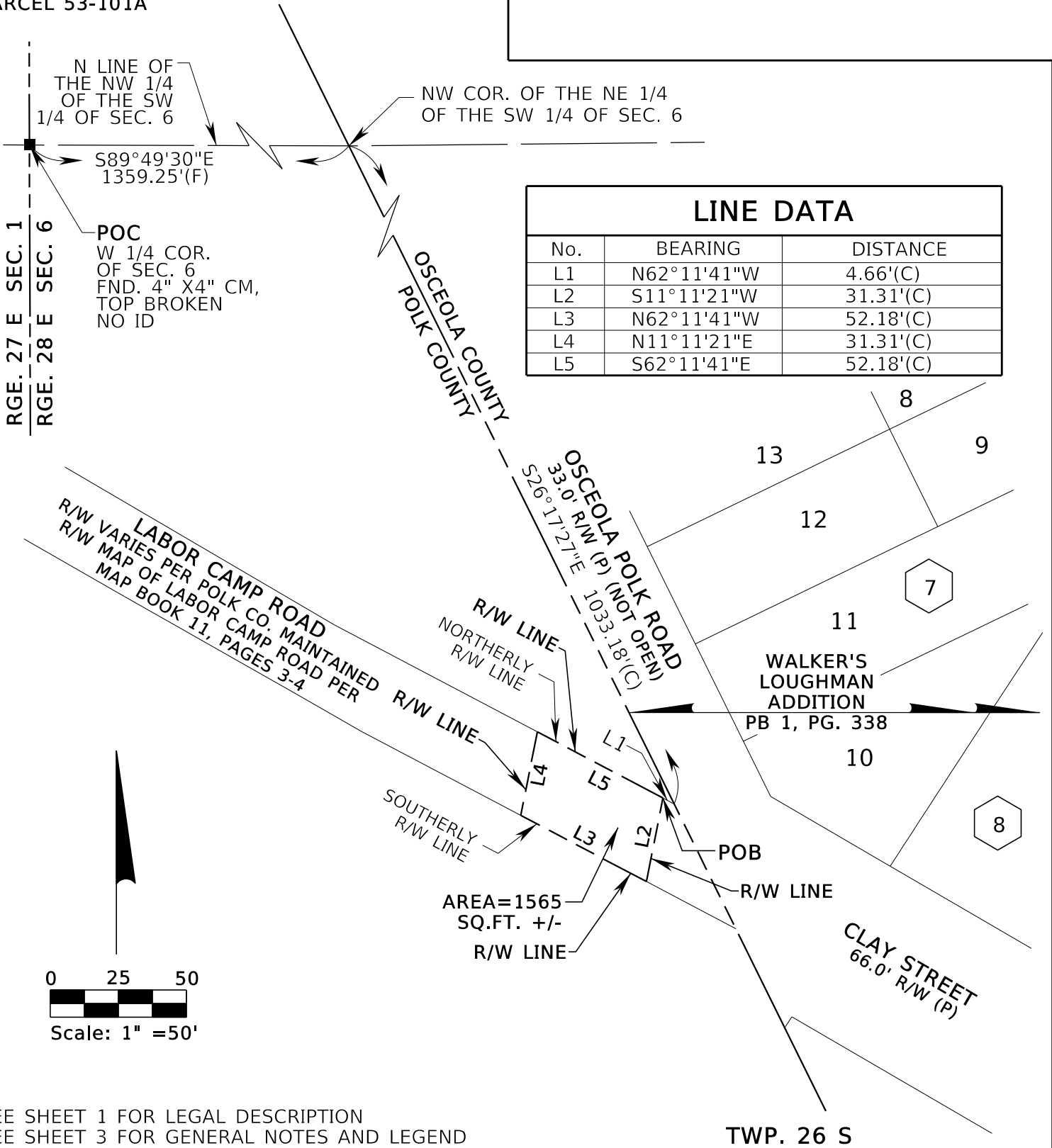
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID POLK/OSCEOLA COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 1033.18 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LABOR CAMP ROAD, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF LABOR CAMP ROAD AS RECORDED IN MAP BOOK 11, PAGES 3 AND 4, SAID PUBLIC RECORDS; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 62°11'41" WEST, A DISTANCE OF 4.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 11°11'21" WEST, A DISTANCE OF 31.31 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID LABOR CAMP ROAD; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 62°11'41" WEST, A DISTANCE OF 52.18 FEET; THENCE NORTH 11°11'21" EAST, A DISTANCE OF 31.31 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 62°11'41" EAST, A DISTANCE OF 52.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 1565 SQUARE FEET, MORE OR LESS.

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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY				
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY				
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY				
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL NOTES, SHEET 3
REVISED TO BE PART A	R. REBELLO	02/21/2024	DRAWN	R. REBELLO	01/16/2024	SECTION N/A SHEET 1 OF 3	
REVISION	BY	DATE	CHECKED	M. SHATTO	01/17/2024		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-101A



LINE DATA		
No.	BEARING	DISTANCE
L1	N62°11'41"W	4.66'(C)
L2	S11°11'21"W	31.31'(C)
L3	N62°11'41"W	52.18'(C)
L4	N11°11'21"E	31.31'(C)
L5	S62°11'41"E	52.18'(C)

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

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

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

REVISED TO BE PART A			R. REBELLO	02/21/2024	DRAWN	R. REBELLO	01/16/2024	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL NOTES, SHEET 3	SECTION N/A	SHEET 2 OF 3
REVISION			BY	DATE	CHECKED	M. SHATTO	01/17/2024				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-101A

GENERAL NOTES

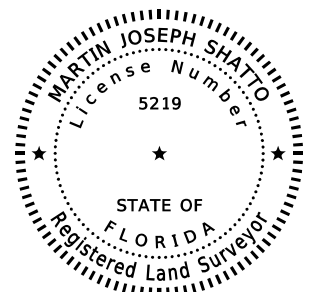
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3. PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

LEGEND

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(D) = DEED DATA	NT = NON-TANGENT	SEC. = SECTION
DB = DEED BOOK	NTS = NOT TO SCALE	SLY = SOUTHERLY
DR. = DRIVE	NLY = NORTHERLY	SR = STATE ROAD
ESMT. = EASEMENT	OR = OFFICIAL RECORD	SQ. FT. = SQUARE FEET
Δ = DELTA (CENTRAL ANGLE)	ORB = OFFICIAL RECORD BOOK	T = TANGENT
FND. = FOUND	PG. = PAGE	TB = TANGENT BEARING
(F) = FIELD DATA	PLS = PROFESSIONAL LAND SURVEYOR	TC = TANGENT TO CURVE
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	PL = PROPERTY LINE	TWP. = TOWNSHIP
	(P) = PLAT DATA	UE = UTILITY EASEMENT
	PB = PLAT BOOK	

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

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.



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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY				
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY				
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY				
UPDATE SIGNATURE	MJS	4/03/2024	BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE NOTE 3 ABOVE	
REVISED TO BE PART A	R. REBELLO	02/21/2024	DRAWN	R. REBELLO	01/16/2024		
REVISION	BY	DATE	CHECKED	M. SHATTO	01/17/2024	SECTION N/A	SHEET 3 OF 3

EXHIBIT “D”

PROPOSED PLAN SHEET FOR PARCEL 53-101 A

DWG. 001

EXHIBIT “E”

**COUNTY DEED
FOR PROPERTY**

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

Marcos R. Marchena, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, FL 32814

R.E. Number:

Project SR 538

This deed is exempt from documentary stamp tax pursuant to Section 201.24, Florida Statutes and Rule 12B-4.014(10), Florida Administrative Code, as it represents a conveyance from between Florida governmental entities.

COUNTY DEED

THIS COUNTY DEED, is made effective as of the ____ day of _____, 2025 (the “**Effective Date**”), by **POLK COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 (“**Grantor**”), to and in favor of **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“**Grantee**”).

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, to it hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold to Grantee, its successors and assigns forever, all the right, title interest, including interests, if any, in rights which may have been reserved by operations of Section 270.11, Florida Statutes, claim and demand, which Grantor has in and to the following described land situate in Polk County, Florida, more particularly described in **EXHIBIT “A.”**

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

ATTEST:

Stacy M. Butterfield
Clerk of the Board

POLK COUNTY, a political subdivision of the
State of Florida

By: _____
Deputy Clerk

By: _____
_____, Chairman
Board of County Commissioners

Print Name: _____

(Seal)

EXHIBIT “A”