

IN THE CIRCUIT COURT, FIFTH  
JUDICIAL CIRCUIT, IN AND FOR  
MARION COUNTY, FLORIDA

CASE NO.: 2025-CA-0432

PARCELS: 85, 86, 87, 88, and 89

MARION COUNTY,  
a political subdivision of the State of Florida,

Petitioner,

vs.

Bal Bay Realty, Ltd., et al.,

Defendant.  
\_\_\_\_\_ /

**STIPULATED ORDER OF TAKING AND FINAL JUDGMENT**

THIS CAUSE, having come before the Court on a Joint Motion for Entry of Stipulated Order of Taking and Final Judgment between the Petitioner, Marion County (“Petitioner”), and the Defendant, Bal Bay Realty, Ltd. (“Defendant”), and upon the Petitioner’s application to this Court for an Order of Taking of Parcels 85, 86, 87, 88, and 89 for Petitioner’s SW 40<sup>th</sup> and SW 49<sup>th</sup> Avenue Road Construction Project (“Project”), and the Court having reviewed the Petition, this Stipulated Order of Taking and Final Judgment, and the Court finding that the compensation to be paid by the Petitioner is full, just, and reasonable, and the Court otherwise being fully advised in the premises, the Court finds as follows:

1. The instant case concerns eminent domain proceedings in which the Petitioner, Marion County, seeks to acquire Parcels 85, 86, 87, 88, 89, and an Unnumbered Marion County Utility Easement (“Parcels”) from Defendant, Bal Bay Realty, Ltd., for its SW 40<sup>th</sup> and SW 49<sup>th</sup> Avenue Road Construction Project together with necessary electric utility relocation.

WHEREFORE, upon consideration of the foregoing, it is, hereby,

**ORDERED and ADJUDGED** as follows

2. That the Court has jurisdiction of the subject matter of and the parties to this cause.
3. That the pleadings in this cause are sufficient.
4. That the Petitioner is properly exercising its delegated authority.
5. That the parcels to be acquired are for a public purpose.
6. That the taking of these parcels is reasonably necessary to serve the public purpose

for which the property is being acquired.

7. That the parcels to be acquired are further identified in the schedule that follows:

Fee Simple Right-of-Way

Parcel 86, Parcel 89

Drainage Easement

Parcel 85

Temporary Construction Easements

Parcel 87, Parcel 88

Marion County Utility Easements

Unnumbered Marion County Utility Easement

8. That the estimate of value filed in this cause by the Petitioner was made in good faith and based upon a valid appraisal but does not represent the final measure of full compensation hereafter specified is stipulated between the parties herein in a final judgment.

9. That upon the payment of the full compensation hereinafter specified into the Registry of this Court, the right, title or interest in real property described herein shall vest in the Petitioner, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO.**

**[Exhibit "A" includes (a) a parcel schedule setting forth the acreage and square footage with respect to each parcel, (b) scope of easement with respect**

**to all easement parcels, and (c) both legal descriptions and sketches for each parcel.]**

10. That all rights, title and interest in the Parcels described in Exhibit “A” shall be deemed to have been condemned and taken for the uses as set forth in the Petition and described further in the attached Exhibit “B,” construction plans for the Petitioner’s SW 40<sup>th</sup> and SW 49<sup>th</sup> Avenue Road Construction Project.

11. That the Petitioner shall construct its Project in substantial conformance with what is shown in Exhibit “B”; if, however, the Petitioner fails to construct its Project in substantial conformance with what is shown in Exhibits “B,” the Defendant or any subsequent lawful successor or assign shall have the same remedies as would have been afforded them had the case been resolved by verdict with such plans and specifications having been made a part of the record at trial. *Central & Southern Florida Flood Control District v. Wye River Farms, Inc.*, 297 So.2d 323 (Fla. 4th DCA 1974); cert. denied 310 So.2d 745 (Fla. 1975); *Belvedere Development Corp. v. Dep’t of Transportation, Div. of Admin.*, 476 So. 2d 649 (Fla. 1985).

12. That, additionally, the deposit of money will secure the persons lawfully entitled to full compensation.

13. That the parties have agreed and now stipulate that the measure of full compensation to be paid by the Petitioner, Marion County, to the Defendant, Bal Bay Realty, Ltd., for the taking of the rights, title and interest in the Parcels described in Exhibit “A” is in the amount of FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000).

14. Additionally, upon considering the Petitioner’s initial offer and good faith estimate of value of \$5,300 and the full compensation measure set forth herein in the amount of \$50,000, the monetary benefits obtained by the Defendant herein equal \$44,700 (\$50,000 - \$5,300) and that attorney’s fees awarded based on the schedule set forth in §73.092(2), Fla.

Stat. are in the amount of FOURTEEN THOUSAND SEVEN HUNDRED FIFTY-ONE DOLLARS AND NO CENTS (\$14,751). Apart from attorney's fees, the Defendant makes no claim for additional costs, including expert expenses, for which Petitioner is responsible to pay.

15. Accordingly, within thirty (30) days of the entry of this Order, the Petitioner, Marion County, shall deposit with the Registry of this Court the total amount of **SIXTY-FOUR THOUSAND SEVEN HUNDRED FIFTY-ONE DOLLARS AND NO CENTS (\$64,751)**. Said amount shall fully satisfy the measure of full compensation to be paid by the Petitioner, Marion County, to the Defendant, Bal Bay Realty, Ltd., for the taking of the Parcels described in Exhibit "A" including all claims for attorney's fees and costs, including expert expenses, incurred by Defendant pursuant to both §73.092(2) and §73.091, Fla. Stat.

16. That the Clerk of this Court shall without further Order of the Court forthwith, within ten (10) business days of deposit of the aforesaid sum, disburse the total sum of **SIXTY-FOUR THOUSAND SEVEN HUNDRED FIFTY-ONE DOLLARS AND NO CENTS (\$64,751)** to Brigham Property Rights Law Firm, PLLC, 111 Nature Walk Parkway, Suite 104, St. Augustine, Florida 32092 as counsel for the Defendant, Bal Bay Realty, Ltd.

17. Upon receipt of said payment, the Defendant Bal Bay Realty, Ltd., c/o Andrew Prince Brigham, Esq. shall make payment to George Albright, as Marion County Tax Collector, c/o Vanessa Thomas, Esq., Forman & Thomas, 1301 NE 14th Street, Ocala, FL 34470, for prorated real property taxes, including any past due real property taxes, if applicable.

18. That upon the Petitioner's deposit of the amount set forth in paragraph 16, as evidenced by the Clerk's certificate of deposit, the Petitioner shall be vested with all rights, title and interest in the Parcels described in Exhibit "A" without further notice or order of this Court.

19. That the Court reserves jurisdiction to enforce the terms of both this Stipulated

Order of Taking and Final Judgment.

**DONE** and **ORDERED** in Chambers at Marion County, Florida on this \_\_\_\_ day of \_\_\_\_\_, 2026.

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**Honorable Stacy Youmans**  
**Circuit Court Judge**

Conformed copies to:

Matthew Minter, Esq.  
Marion County Attorney  
[Matthew.Minter@marionfl.org](mailto:Matthew.Minter@marionfl.org)  
[Lori.Zirkle@marionfl.org](mailto:Lori.Zirkle@marionfl.org)

Andrew Prince Brigham, Esq.  
Bal Bay Realty, Ltd.  
[abrigham@propertyrights.com](mailto:abrigham@propertyrights.com)  
[blaing@propertyrights.com](mailto:blaing@propertyrights.com)

Vanessa Thomas, Esq.  
George Albright, Marion County Tax Collector,  
[vthomas.pleadings@gmail.com](mailto:vthomas.pleadings@gmail.com)

Clerk's Account Department

**JOINT MOTION FOR ENTRY  
OF STIPULATED ORDER OF TAKING AND FINAL JUDGMENT**

COMES NOW, Petitioner, Marion County (“Petitioner”), and the Defendant, Bal Bay Realty, Ltd. (“Defendant”), respectfully move this Honorable Court for entry of the above Stipulated Order of Taking and Final Judgment.

DATED this \_\_\_\_ day of April, 2026.

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Matthew G. Minter, BCS  
Florida Bar # 298719  
Attorney for Petitioner Marion County  
[matthew.minter@marionfl.org](mailto:matthew.minter@marionfl.org)  
[CAOpleadings@marionfl.org](mailto:CAOpleadings@marionfl.org)

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*/s/Andrew Prince Brigham*  
Andrew Prince Brigham, Esq.  
Brigham Property Rights Law Firm, PLLC  
Attorney for Bal Bay Realty, Ltd.  
[abrigham@propertyrights.com](mailto:abrigham@propertyrights.com)  
[blaing@propertyrights.com](mailto:blaing@propertyrights.com)

## **EXHIBIT "A"**

### Parcel Schedule (Acreages/Square Feet)

<b>Parcel #</b>	<b>Location</b>	<b>Acres</b>	<b>Square Feet</b>
<b>Drainage Easement</b>			
Parcel 85	(South)	0.005	200.00
		<b>0.005</b>	<b>200.00</b>
<b>Fee Simple Road Right-of-Way</b>			
Parcel 86	(South)	0.053	2,289.00
Parcel 89	(South)	0.004	185.00
		<b>0.057</b>	<b>2,474.00</b>
<b>Temporary Construction Easements</b>			
Parcel 87	(South)	0.096	4,204.00
Parcel 88	(South)	0.36	1,568.00
		<b>0.456</b>	<b>5,772.00</b>
<b>Marion County Utility Easement</b>			
Unnumbered utility easement	(South)	0.086	3,730.00
			<b>3,730.00</b>

## SCOPE OF EASEMENT

### Drainage Easement

Parcel 85

The Easements shall be of perpetual existence; except that, if in the future, the Fee Owner, Bal Bay Realty, LTD., or its successors or assigns, desires to develop or use the Easement Areas, or any portion of such lands, in a manner inconsistent with, or rendered less desirable by, the lands being used for drainage purposes, then, its successors or assigns, may terminate the Easements in whole or in part upon providing, at no cost to the Easement Holder, Marion County, alternate drainage facilities of at least equivalent capacity that meet all regulatory requirements then in effect, provided that plans for such alternative shall have been provided to the Easement Holder, Marion County, for review and approval in advance, which review shall be expeditiously conducted and which approval shall not be unreasonably withheld, conditioned or delayed, as long as the alternate is consistent with then existing governmental regulations. The rights of the Fee Owner, Bal Bay Realty, LTD., its successors or assigns, hereunder include the right to relocate and/or reconfigure Stormwater Management Facilities constructed by Marion County, at expense of the Fee Owner, Bal Bay Realty, LTD., or its successors and assigns. The phrase herein, "at no cost to the Easement Holder, Marion County," shall include any tests necessary to verify that the new location has comparable soils with the original drainage easement(s).

Further, Marion County shall maintain all Stormwater Management Facilities, whether or not such facilities are shared with the Fee Owner pursuant to Section 4 below, in good working order and condition and in accordance with all applicable laws, ordinances, rules, regulations, permits and approvals.

### Temporary Construction Easements

Parcel 87 and Parcel 88

1. Grant of Temporary Construction Easement. The Fee Owner, Bal Bay Realty, LTD., hereby grants, bargains, sells, releases, conveys and confirms unto the Easement Holder, Marion County, a temporary, non-exclusive construction easement and right-of-way over, upon, and across the Easement Area for the purpose of providing the Easement Holder access to and from its SW 40<sup>th</sup> and 49<sup>th</sup> Avenue Construction Project ("Project") for purposes of carrying out its project's construction, including to facilitate the designing, permitting, and construction of improvements, including designing, permitting, and constructing drainage facilities and drainage retention areas within the Project, including for vehicular and pedestrian ingress and egress, the movement of construction equipment, the storage of construction materials, and other construction activity related to the construction of utilities and roadway and traffic improvements within the Project and all rights incidental thereto (the "TCE"). Without limiting the foregoing, the TCE shall include the right of the Easement Holder to use the Easement Area for additional workspace and temporary storage of materials and equipment associated with the Project. The right to use the Easement Area may be extended by the Easement Holder to its employees, agents, licensees, contractors, consultants, subcontractors, business invitees and other persons having contact with, or otherwise participating in, the Project (collectively, "*Grantee's Affiliates*"). The Easement Holder shall not make any use of the Easement Area which is or would be a nuisance or unreasonably detrimental to the construction, use or operation of the Easement Area or any adjacent lands owned by the Fee Owner. All rights not reasonably necessary hereunder are expressly reserved to the Fee Owner. Nothing contained in this Temporary Construction Easement shall be deemed to constitute a grant or dedication to the general public or for any public purpose whatsoever.

2. Duration of Easement. All covenants, rights and obligations related to the Easement Area shall automatically terminate upon the earlier of (i) the completion of the Project, or (ii) twenty-four (24) months from the Effective Date hereof, unless sooner terminated as provided herein or extended by the mutual written consent of the

parties hereto ("*Termination*"). Upon Termination, this Temporary Construction Easement shall be deemed null and void and of no further force or effect and the parties hereto shall be relieved of any further rights and obligations hereunder, except that Grantee agrees to properly execute a recordable termination of this Temporary Construction Easement if requested by the Fee Owner.

3. Maintenance of the Easement Area. The Easement Holder agrees to maintain the Easement Area and to pay all costs and expenses in connection therewith. The Easement Holder, or its successors and assigns, at its sole cost and expense, shall maintain, replace, and repair, to the extent necessary, the Easement Area in (i) a good state of repair and condition and (ii) accordance with all applicable governmental regulations. In the event the Easement Holder, or the Easement Holder's Affiliates, disturb or damage any areas, facilities, improvements or property within the Easement Area or any other property owned by Grantor, and not otherwise contemplated in the Temporary Construction Easement, including, without limitation, any paving, curbing, sidewalks, or landscaping (collectively, "*Disturbed Area*"), the Easement Holder shall, at its sole cost and expense, promptly repair, replace and restore any Disturbed Area to its original condition, at the reasonable satisfaction of the Fee Owner.

4. Performance of Work; Indemnity. All work performed by the Easement Holder and Easement Holder's Affiliates shall be performed in a lien-free and workmanlike manner and in accordance with all applicable laws, codes, regulations, policies and requirements. Without waiving its sovereign immunity except to the extent permitted by Section 768.28, Florida Statutes, the Easement Holder expressly agrees to defend, indemnify, save and hold Grantor harmless from and against any loss, injury, damage, liability, suit, claim, action, cost or expense incurred or suffered as a result of the exercise of any of the Easement Holder's rights hereunder by the Easement Holder, or any of the Easement Holder's Affiliates, except to the extent that such damage or loss results from the negligence or willful misconduct of the Fee Owner, or its agents or employees. Nothing contained herein shall be construed as a waiver of the Easement Holder's sovereign immunity beyond the limits described in Section 768.28, Florida Statutes, as same may be amended from time to time. The provisions of this paragraph shall survive Termination.

### Marion County Utility Easement

#### Unnumbered Marion County Utility Easement

The scope of easement to install, operate, and maintain in perpetuity or until the use thereof is abandoned, such electric distribution facilities and supporting communication services.

The rights herein granted to the Easement Holder by the Fee Owner specifically include: (a) the right for the Easement Holder to patrol, inspect, alter, improve, repair, rebuild, relocate and remove said facilities; (b) the right for the Easement Holder to increase or decrease the voltage and to change the quantity and type of electric distribution facilities; (c) the right for the Easement Holder to clear the Easement Area of trees, limbs, undergrowth, and other physical objects which, in the opinion of the Easement Holder endanger or interfere with the safe and efficient installation, operation or maintenance of said electric distribution facilities; (d) the reasonable right for the Easement Holder's safe and efficient operation and maintenance and use of said easement for the purposes described above.

The Fee Owner shall neither construct or locate any buildings or structures within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to the Easement Holder's facilities. Nothing herein shall preclude or limit the Fee Owner from locating underground facilities or signage within the Easement Area nor constructing and maintaining road, sidewalk, or driveway connections over and across the Easement Area.

If the overall future orderly development of the premises by the Fee Owner, its successors or assigns, is in physical conflict with the Easement Holder's facilities, the Easement Holder shall, within 60 days after receipt of written request from the Fee Owner, its successors or assigns, relocate said facilities to another mutually agreed upon easement area in the premises of the Fee Owner, its successors and assigns, provided that prior to the relocation of said facilities

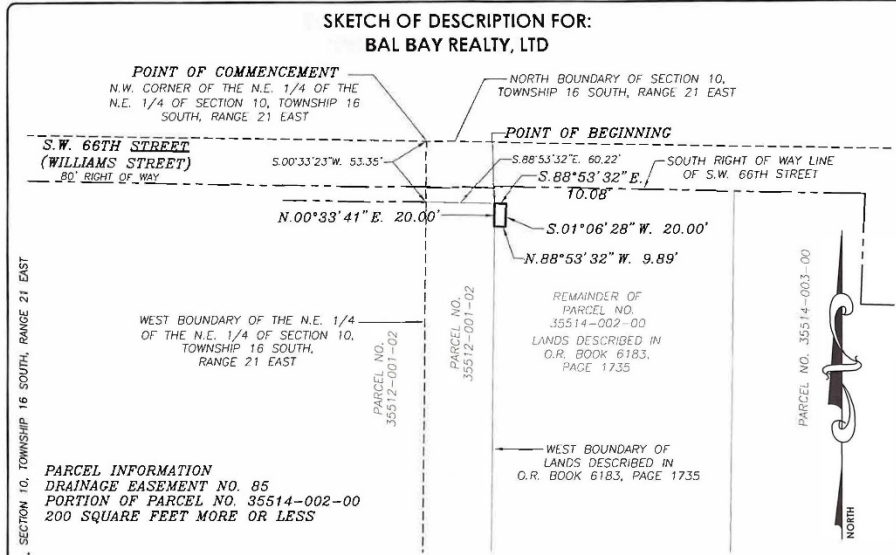
(a) the Fee Owner, its successors or assigns, shall pay to the Easement Holder the full expected cost of the relocation as estimated by the Easement Holder, and (b) the Fee Owner, its successor or assigns, shall execute and deliver to the Easement Holder, at no cost, an acceptable and recordable easement to cover the relocated facilities and upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation.

Additionally, the Easement Holder may assign this easement to any public or quasi-public utility that will own and operate the electric distribution facilities within the Easement Area. The Easement Holder, and any such assignee, shall have the full right to use, access, maintain, repair, replace, and operate facilities within the Easement Area without any obligation to provide notice to or obtain consent from the fee simple owner for activities conducted within the scope of this easement.

# Legal Descriptions/Sketches

## Drainage Easement

### Parcel 85



**DESCRIPTION:** DRAINAGE EASEMENT 85

A PORTION OF PARCEL NO. 35514-002-00, BEING A PORTION OF THE N.E. 1/4 OF SECTION 10, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 10; THENCE ALONG THE WEST BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 10; S.00°33'23"W., A DISTANCE OF 53.35 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.88°53'32"E., A DISTANCE OF 60.22 FEET TO A POINT ON THE WEST BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6183, PAGE 1735 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING THE WEST BOUNDARY OF SAID LANDS, S.88°53'32"E., A DISTANCE OF 10.08 FEET; THENCE S.01°06'28"W., A DISTANCE OF 20.00 FEET; THENCE N.88°53'32"W., A DISTANCE OF 9.89 FEET TO A POINT ON THE AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6183, PAGE 1735; THENCE ALONG THE WEST BOUNDARY OF SAID LANDS, N.00°33'41"E., A DISTANCE OF 20.00 TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 200 SQUARE FEET, MORE OR LESS.

**NOTES:**

- DATE OF SKETCH: AUGUST 1, 2024.
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
- BEARINGS ARE BASED ON THE FLORIDA WEST GRID NAD-83 (1990 ADJUSTMENT), BETWEEN CITY OF OCALA ENGINEERING DEPARTMENT CONTROL POINTS 0012 & 0004, AS BEING S.77°45'42"W.
- ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

**LEGEND**

O.R. = OFFICIAL RECORDS OF MARION COUNTY

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

8/1/2024

SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM

TRAVIS P. BARRINEAU, P.S.M. - LS 6897  
OF R.M. BARRINEAU & ASSOCIATES, INC.

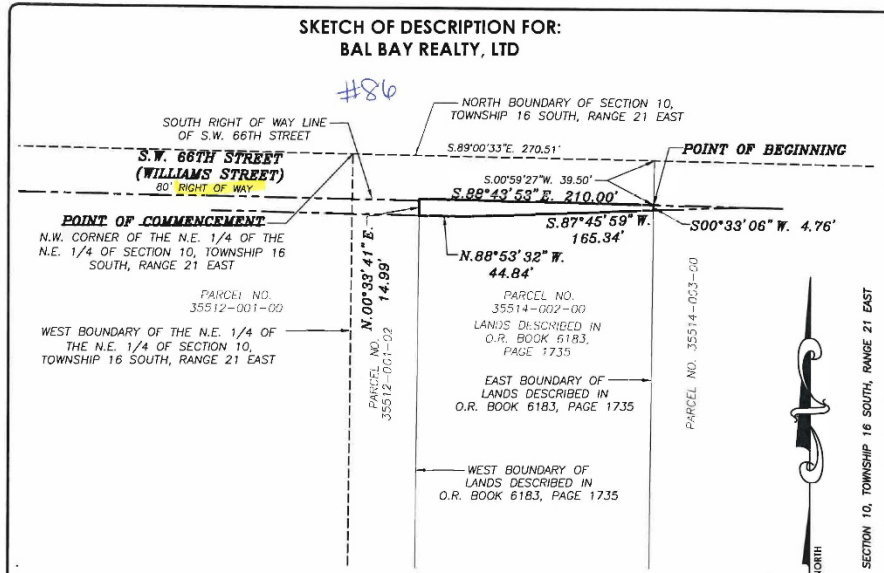
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NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**R.M. BARRINEAU AND ASSOCIATES**  
PROFESSIONAL SURVEYORS & MAPPERS  
Ocala Professional Park • 1308 S.E. 29th Loop • Suite 103 • Ocala, FLORIDA 34477  
PHONE (352) 622-3133 • FAX (352) 399-3771 • www.rmbarribeau.com  
REGINALD M. BARRINEAU, P.S.M. - FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 5091  
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	T.P.B.	J.O.# 15055
REVISED:		DWG.# 15056 SK TAKING
CHECKED:	T.P.B.	X-REF: 15004
APPROVED:	T.P.B.	DE 85
SCALE:	1" = 100'	SHEET 1 OF 1

Legal Descriptions/Sketches  
Fee Simple Road Right-of-Way  
 Parcel 86 and Parcel 89



**\*NOTE\* ~ THIS IS NOT A SURVEY!**

**DESCRIPTION:** RIGHT OF WAY TAKING PARCEL 86

A PORTION OF PARCEL NO. 35514-002-00, BEING A PORTION OF THE N.E. 1/4 OF SECTION 10, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 10; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 10, S.89°00'33"E., A DISTANCE OF 270.51 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S.00°59'27"W., A DISTANCE OF 39.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF S.W. 66TH STREET (WILLIAMS STREET)(BEING AN 80 FOOT RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING. THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE ALONG THE EAST BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6183, PAGE 1735 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, S.00°33'06"W., A DISTANCE OF 4.76 FEET; THENCE DEPARTING THE EAST BOUNDARY OF SAID LANDS, S.87°45'59"W., A DISTANCE OF 165.34 FEET; THENCE N.88°53'32"W., A DISTANCE OF 44.84 FEET TO A POINT ON THE WEST BOUNDARY OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 6183, PAGE 1735; THENCE ALONG SAID WEST BOUNDARY N.00°33'41"E., A DISTANCE OF 14.99 FEET TO A POINT ON AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF S.W. 66TH STREET (WILLIAMS STREET); THENCE DEPARTING THE WEST BOUNDARY OF SAID LANDS, ALONG SAID SOUTH RIGHT OF WAY LINE, S.88°43'53"E., A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 2,289 SQUARE FEET, MORE OR LESS.

**NOTES:**

1. DATE OF SKETCH: JANUARY 18, 2021.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE BASED ON THE FLORIDA WEST GRID NAD-83 (1990 ADJUSTMENT), BETWEEN CITY OF OCALA ENGINEERING DEPARTMENT CONTROL POINTS 0012 & 0004, AS BEING S.77°45'47"W.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

**LEGEND**

O.R. = OFFICIAL RECORDS OF MARION COUNTY

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

SIGNATURE DATE

TRAVIS P. BARRINEAU, P.S.M. - LS 6897  
OF R.M. BARRINEAU & ASSOCIATES, INC.

TRAVIS@RMBARRINEAU.COM

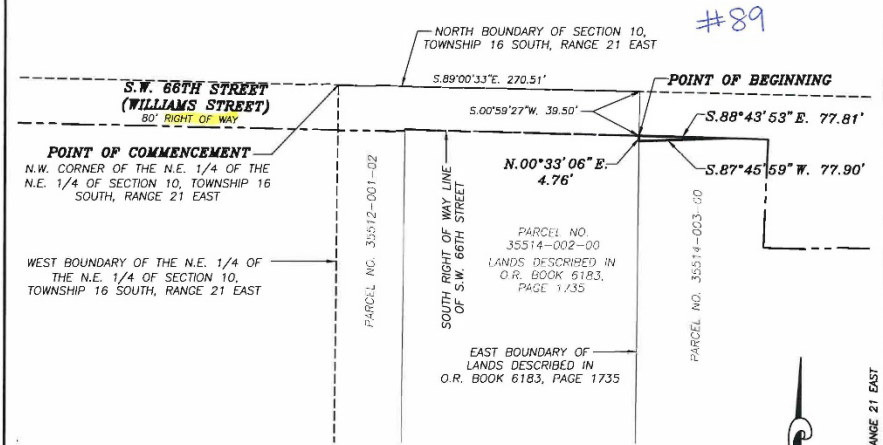
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NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**R.M. BARRINEAU**  
AND ASSOCIATES  
PROFESSIONAL SURVEYORS & MAPPERS  
Davhurst Professional Park • 1309 S.E. 26th Loop • Suite 103 • Ocala, FLORIDA 34477  
PHONE (352) 622-3133 • FAX (352) 368-3771 • www.rmBarrineau.com  
REGINALDO M. BARRINEAU, P.S.M., FOUNDER • CERTIFICATE OF AUTHORIZATION NO. 18 6001  
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	K.L.J.	J.O.# 15056
REVISED:		DWG.# 15056 SK TAKING
CHECKED:	T.P.B.	X-REF: 15004
APPROVED:	T.P.B.	PARCEL 86
SCALE:	1" = 100'	SHEET 1 OF 1

**SKETCH OF DESCRIPTION FOR:  
BAL BAY REALTY, LTD.**



**\*NOTE\* ~ THIS IS NOT A SURVEY!**

**DESCRIPTION:** RIGHT OF WAY TAKING PARCEL 89

A PORTION OF PARCEL NO. 35514-003-00, BEING A PORTION OF THE N.E. 1/4 OF SECTION 10, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 10; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 10, S.89°00'33"E., A DISTANCE OF 270.51 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S.00°59'27"W., A DISTANCE OF 39.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF S.W. 66TH STREET (WILLIAMS STREET)(BEING AN 80 FOOT RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING. THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, S.88°43'53"E., A DISTANCE OF 77.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, S.87°45'59"W., A DISTANCE OF 77.90 FEET TO A POINT ON THE EAST BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6183, PAGE 1735 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF SAID LANDS, N.00°33'06"E., A DISTANCE OF 4.76 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 185 SQUARE FEET, MORE OR LESS.

**NOTES:**

1. DATE OF SKETCH: JANUARY 18, 2021.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE BASED ON THE FLORIDA WEST GRID NAD-83 (1990 ADJUSTMENT), BETWEEN CITY OF OCALA ENGINEERING DEPARTMENT CONTROL POINTS 0012 & 0004, AS BEING S.77°45'47"W.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

**LEGEND**

O.R. = OFFICIAL RECORDS OF MARION COUNTY

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM

TRAVIS P. BARRINEAU, P.S.M. - LS 6897  
OF R.M. BARRINEAU & ASSOCIATES, INC.

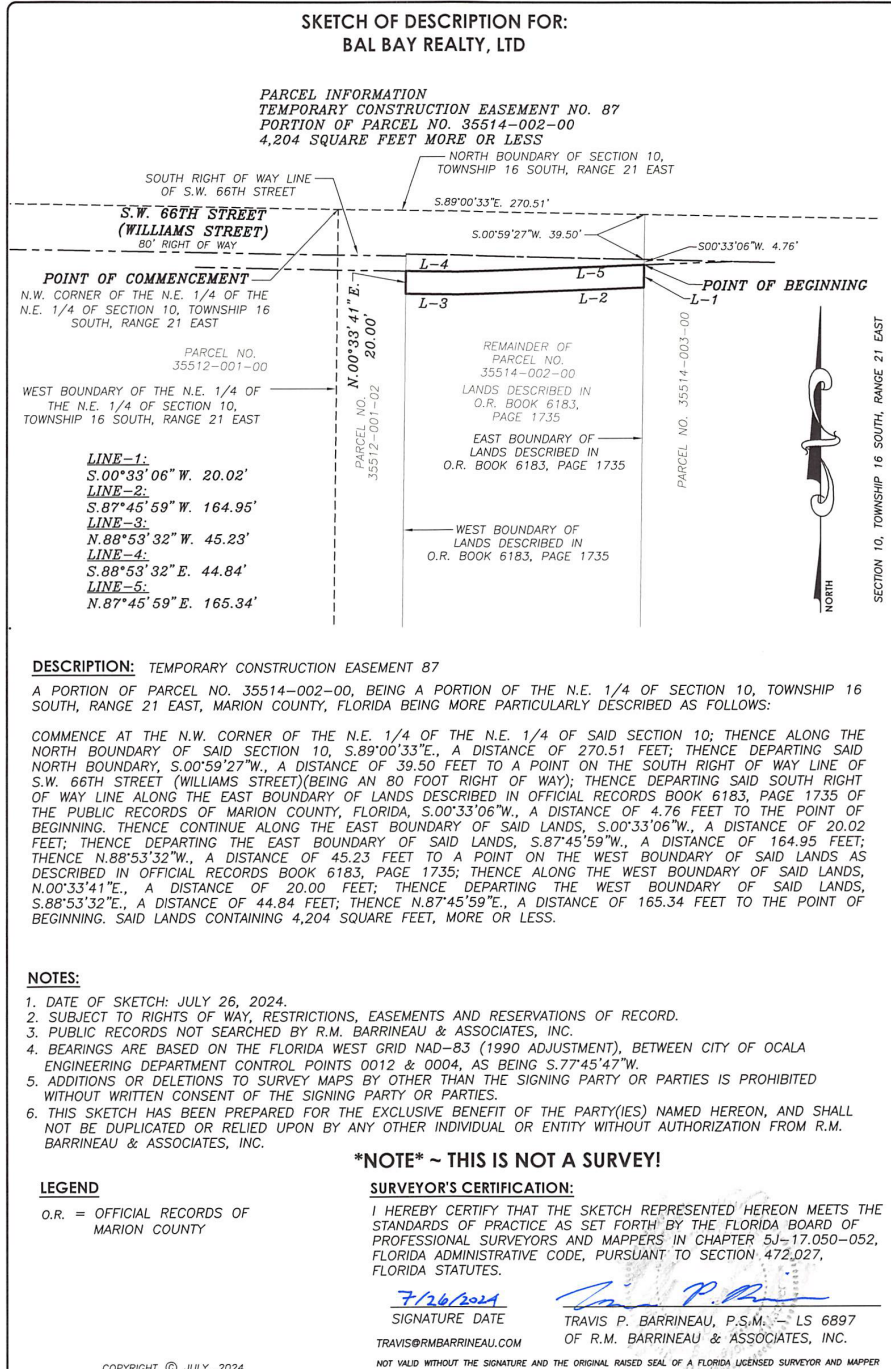
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NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**R.M. BARRINEAU**  
AND ASSOCIATES  
PROFESSIONAL SURVEYORS & MAPPERS  
Oakhurst Professional Park • 1309 S.E. 29th Loop • Suite 703 • Ocala, FLORIDA 34471  
PHONE (352) 622-3133 • FAX (352) 369-3771 • www.rmBarrineau.com  
REGINALD M. BARRINEAU, P.S.M. - FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 5091  
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	K.L.J.	J.O.# 15056
REVISED:		DWG.# 15056 SK TAKING
CHECKED:	T.P.B.	X-REF: 15004
APPROVED:	T.P.B.	PARCEL 89
SCALE: 1" = 100'		SHEET 1 OF 1

Legal Descriptions/Sketches  
Temporary Construction Easements  
 Parcel 87 and Parcel 88



**DESCRIPTION:** TEMPORARY CONSTRUCTION EASEMENT 87  
 A PORTION OF PARCEL NO. 35514-002-00, BEING A PORTION OF THE N.E. 1/4 OF SECTION 10, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 10; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 10, S.89°00'33"E., A DISTANCE OF 270.51 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S.00°59'27"W., A DISTANCE OF 39.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF S.W. 66TH STREET (WILLIAMS STREET) (BEING AN 80 FOOT RIGHT OF WAY); THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE ALONG THE EAST BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6183, PAGE 1735 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, S.00°33'06"W., A DISTANCE OF 4.76 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG THE EAST BOUNDARY OF SAID LANDS, S.00°33'06"W., A DISTANCE OF 20.02 FEET; THENCE DEPARTING THE EAST BOUNDARY OF SAID LANDS, S.87°45'59"W., A DISTANCE OF 164.95 FEET; THENCE N.88°53'32"W., A DISTANCE OF 45.23 FEET TO A POINT ON THE WEST BOUNDARY OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 6183, PAGE 1735; THENCE ALONG THE WEST BOUNDARY OF SAID LANDS, N.00°33'41"E., A DISTANCE OF 20.00 FEET; THENCE DEPARTING THE WEST BOUNDARY OF SAID LANDS, S.88°53'32"E., A DISTANCE OF 44.84 FEET; THENCE N.87°45'59"E., A DISTANCE OF 165.34 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 4,204 SQUARE FEET, MORE OR LESS.

- NOTES:**
- DATE OF SKETCH: JULY 26, 2024.
  - SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
  - PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
  - BEARINGS ARE BASED ON THE FLORIDA WEST GRID NAD-83 (1990 ADJUSTMENT), BETWEEN CITY OF OCALA ENGINEERING DEPARTMENT CONTROL POINTS 0012 & 0004, AS BEING S.77°45'47"W.
  - ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
  - THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

**\*NOTE\* ~ THIS IS NOT A SURVEY!**

**LEGEND**  
 O.R. = OFFICIAL RECORDS OF MARION COUNTY

**SURVEYOR'S CERTIFICATION:**  
 I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

7/26/2024  
 SIGNATURE DATE

TRAVIS P. BARRINEAU, P.S.M. - LS 6897  
 OF R.M. BARRINEAU & ASSOCIATES, INC.

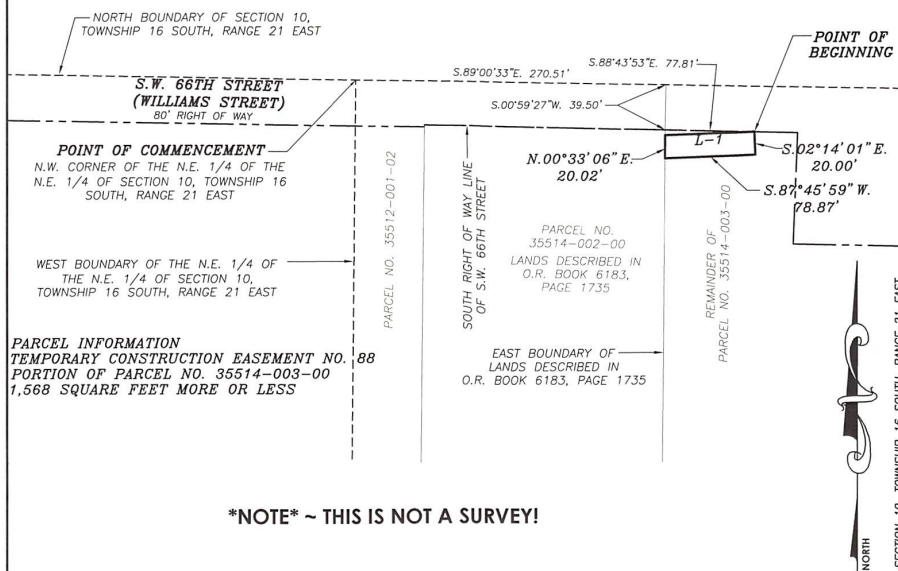
TRAVIS@RMBARRINEAU.COM

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

<p><b>R.M. BARRINEAU AND ASSOCIATES</b>                  PROFESSIONAL SURVEYORS &amp; MAPPERS  <small>Oldhurst Professional Park • 1309 S.E. 25th Loop • Suite 103 • Ocala, FLORIDA 34471                  PHONE (352) 622-3133 • FAX (352) 369-3771 • www.rmbarrineau.com</small></p> <p><small>REGINALD M. BARRINEAU, P.S.M. - FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 5091                  TRAVIS P. BARRINEAU, P.S.M. - LS 6897</small></p>	DRAWN: T.P.B.	J.O.# 15056
	REVISED:	DWG.# 15056 SK TAKING
	CHECKED: T.P.B.	X-REF: 15004
	APPROVED: T.P.B.	TCE-87
	SCALE: 1" = 100'	SHEET 1 OF 1

SKETCH OF DESCRIPTION FOR:  
BAL BAY REALTY, LTD.

LINE-1:  
N.87°45'59" E. 77.90'



PARCEL INFORMATION  
TEMPORARY CONSTRUCTION EASEMENT NO. 88  
PORTION OF PARCEL NO. 35514-003-00  
1,568 SQUARE FEET MORE OR LESS

\*NOTE\* ~ THIS IS NOT A SURVEY!

**DESCRIPTION:** TEMPORARY CONSTRUCTION EASEMENT 88

A PORTION OF PARCEL NO. 35514-003-00, BEING A PORTION OF THE N.E. 1/4 OF SECTION 10, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 10; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 10, S.89°00'33"E., A DISTANCE OF 270.51 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S.00°59'27"W., A DISTANCE OF 39.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF S.W. 66TH STREET (WILLIAMS STREET) (BEING AN 80 FOOT RIGHT OF WAY); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, S.88°43'53"E., A DISTANCE OF 77.81 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, S.02°14'01"E., A DISTANCE OF 20.00 FEET; THENCE S.87°45'59"W., A DISTANCE OF 78.87 FEET TO A POINT ON THE EAST BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6183, PAGE 1735 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF SAID LANDS, N.00°33'06"E., A DISTANCE OF 20.02 FEET; THENCE DEPARTING SAID EAST BOUNDARY N.87°45'59"E., A DISTANCE OF 77.90 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 1,568 SQUARE FEET, MORE OR LESS.

**NOTES:**

1. DATE OF SKETCH: JULY 26, 2024.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE BASED ON THE FLORIDA WEST GRID NAD-83 (1990 ADJUSTMENT), BETWEEN CITY OF OCALA ENGINEERING DEPARTMENT CONTROL POINTS 0012 & 0004, AS BEING S.77°45'47"W.
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**LEGEND**

O.R. = OFFICIAL RECORDS OF  
MARION COUNTY

**SURVEYOR'S CERTIFICATION:**

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7/26/2024

SIGNATURE DATE  
TRAVIS@RMBARRINEAU.COM

TRAVIS P. BARRINEAU, P.S.M. - LS 6897  
OF R.M. BARRINEAU & ASSOCIATES, INC.

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NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



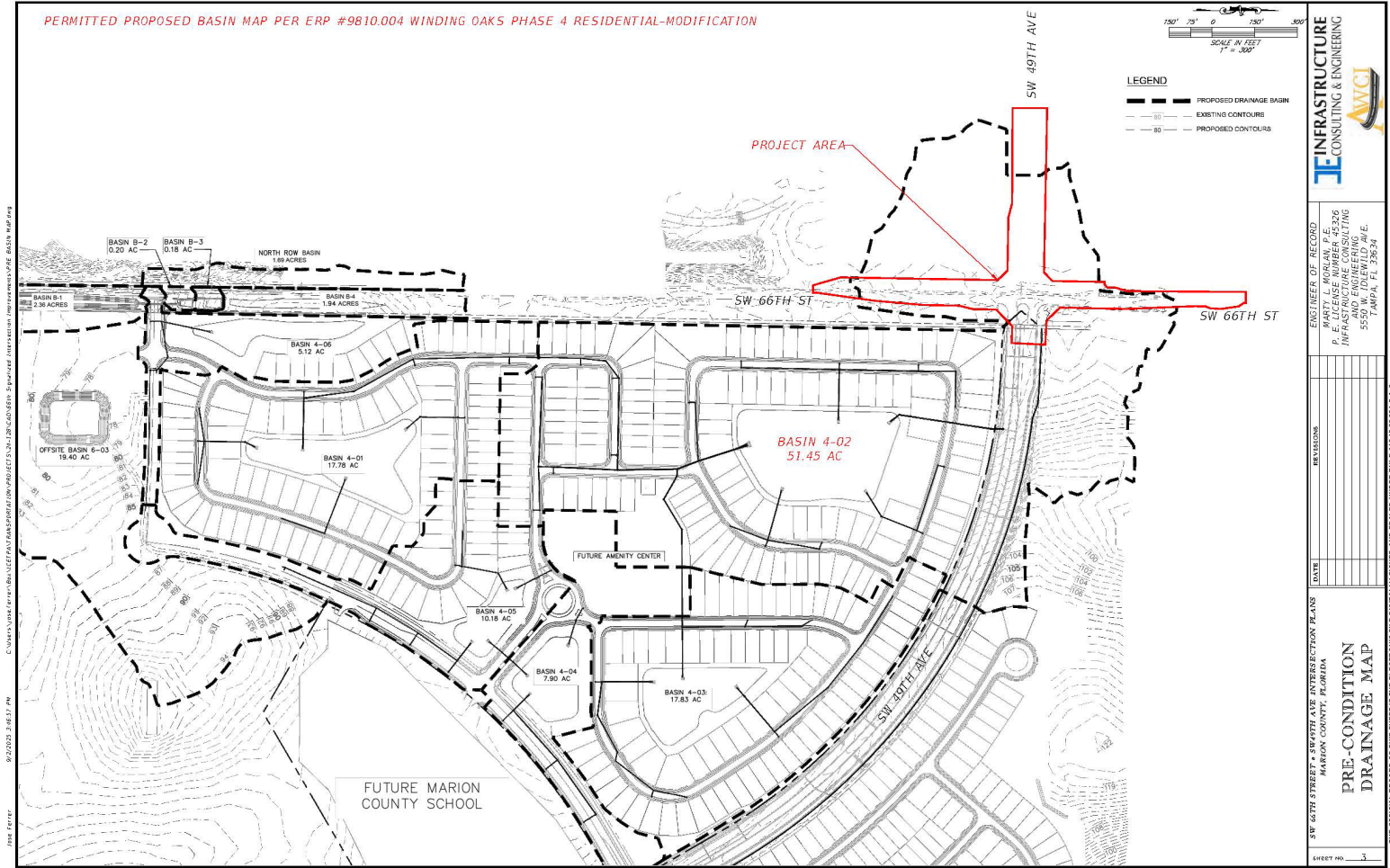
**R.M. BARRINEAU**  
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PROFESSIONAL SURVEYORS & MAPPERS  
Ocala  
1309 S.E. 25th Loop • Suite 103 • Ocala, FLORIDA 34471  
PHONE (352) 622-3133 • FAX (352) 369-3771 • www.rmBarrineau.com  
REGINALD M. BARRINEAU, P.S.M. - FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 5891  
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	T.P.B.	J.O.# 15056
REVISED:		DWG.# 15056 SK TAKING
CHECKED:	T.P.B.	X-REF: 15004
APPROVED:	T.P.B.	TCE-88
SCALE: 1" = 100'		SHEET 1 OF 1





PERMITTED PROPOSED BASIN MAP PER ERP #9810.004 WINDING OAKS PHASE 4 RESIDENTIAL-MODIFICATION



DATE: 02/20/23 3:46:57 PM C:\Users\mike\OneDrive\Documents\Projects\23-120\CD\03-01-01\DWG\INFRASUBCONSTRUCTION\PRE-BASIN\_MAP.dwg

**ENGINEER OF RECORD**  
MARTY L. MORAN, P.E.  
P.E. LICENSE NUMBER 43326  
INFRASUB CONSULTING  
CIVIL ENGINEERING  
5550 W. IDLEWILD AVE.  
TAMPA, FL 33628

DATE	REVISIONS

**SW 46TH STREET + SW 67TH AVE INTERSECTION PLANS**  
MARION COUNTY, FLORIDA

**PRE-CONDITION DRAINAGE MAP**

SHEET NO. 3

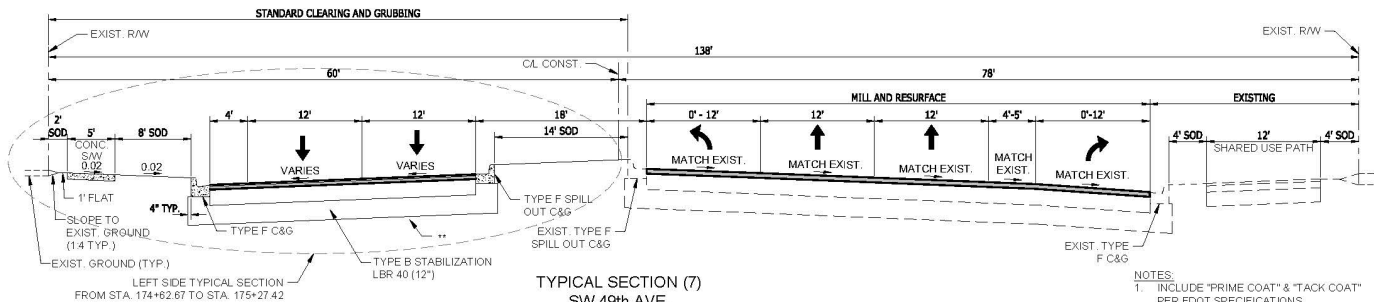
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G 6-2.001 F.A.C.







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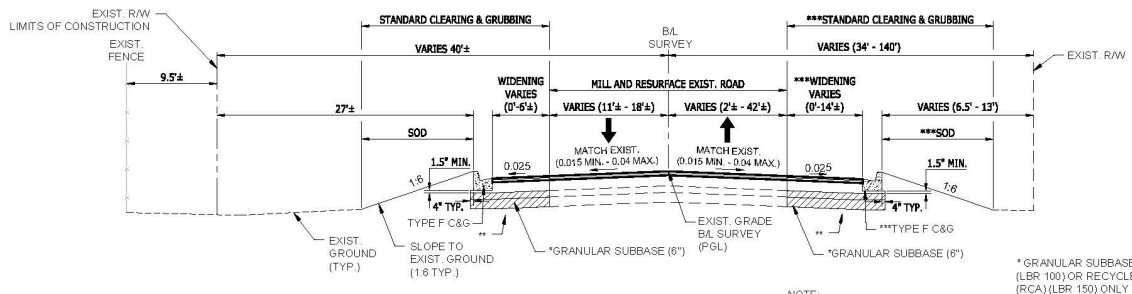
**TYPICAL SECTION (7)**  
 SW 49th AVE.  
 STA 172+56.44 TO STA 175+27.42

**PERMISSIBLE OPTIONAL BASE GROUP 9**  
 - 10" LIMEROCK BASE (LBR 100)  
 - 10" RECYCLED CONCRETE AGGREGATE (LBR 150)  
 OR  
 - 12" GRADED AGGREGATE BASE (LBR 100)  
 OR  
 - 6" TYPE B-12.5 (ASPHALT BASE)

**PAVEMENT STRUCTURE ROADWAY**  
 OPTIONAL BASE GROUP 9  
 TYPE SP STRUCTURAL COURSE (TRAFFIC C) (2")  
 FRICTION COURSE FC-12.5 (TRAFFIC C) (1.5") PG 76-22

**MILL AND RESURFACE ROADWAY**  
 - FRICTION COURSE FC-12.5 (TRAFFIC C) (1.5") PG 76-22  
 - MILL FOR DEPTH (1.5")

**NOTES:**  
 1. INCLUDE "PRIME COAT" & "TACK COAT" PER FDOT SPECIFICATIONS  
 2. SEE INTERSECTION DETAIL SHEET FOR LANE CROSS-SLOPE TRANSITIONS.  
 \*\* SEE NOTE 24 ON THE GENERAL NOTES SHEET



**TYPICAL SECTION (6)**  
 SW 66th STREET  
 STA 92+40.27 TO STA 94+70.67

**SOD LIMITS NOTE:**  
 1. SOD TO EXTEND OUTSIDE OF THE RIGHT-OF-WAY IN AREAS SHOWN AS TEMPORARY CONSTRUCTION EASEMENTS ON THESE PLANS IF FILL MATERIAL IS REQUIRED WITHIN IN THESE DESIGNATED AREAS FOR PROPOSED DRIVEWAY AND/OR STORM SEWER SYSTEM IMPROVEMENTS AND IN ANY EXISTING AREAS THAT ARE DISTURBED DURING CONSTRUCTION.

**MILL AND RESURFACE ROADWAY**  
 - FRICTION COURSE FC-12.5 (TRAFFIC C) (1.5") PG 76-22  
 - MILL FOR DEPTH (1.5")

**WIDENING ROADWAY**  
 OPTIONAL BASE GROUP 14 (6.5" B-12.5 & 4" GRANULAR SUBBASE LBR 100 ONLY)  
 TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1.5")  
 FRICTION COURSE FC-12.5 (TRAFFIC C) PG 76-22 (1.5")

**NOTE:**  
 INCLUDE "TACK COAT" PER FDOT SPECIFICATIONS.  
 \* GRANULAR SUBBASE TO BE GRADED AGGREGATE (LBR 100) OR RECYCLED CONCRETE AGGREGATE (RCA) (LBR 150) ONLY PER FDOT SPECIFICATION 290  
 \*\* SEE NOTE 24 ON THE GENERAL NOTES SHEET  
 \*\*\* ONLY APPLIES FROM STA 92+40.27 TO STA 93+48.94

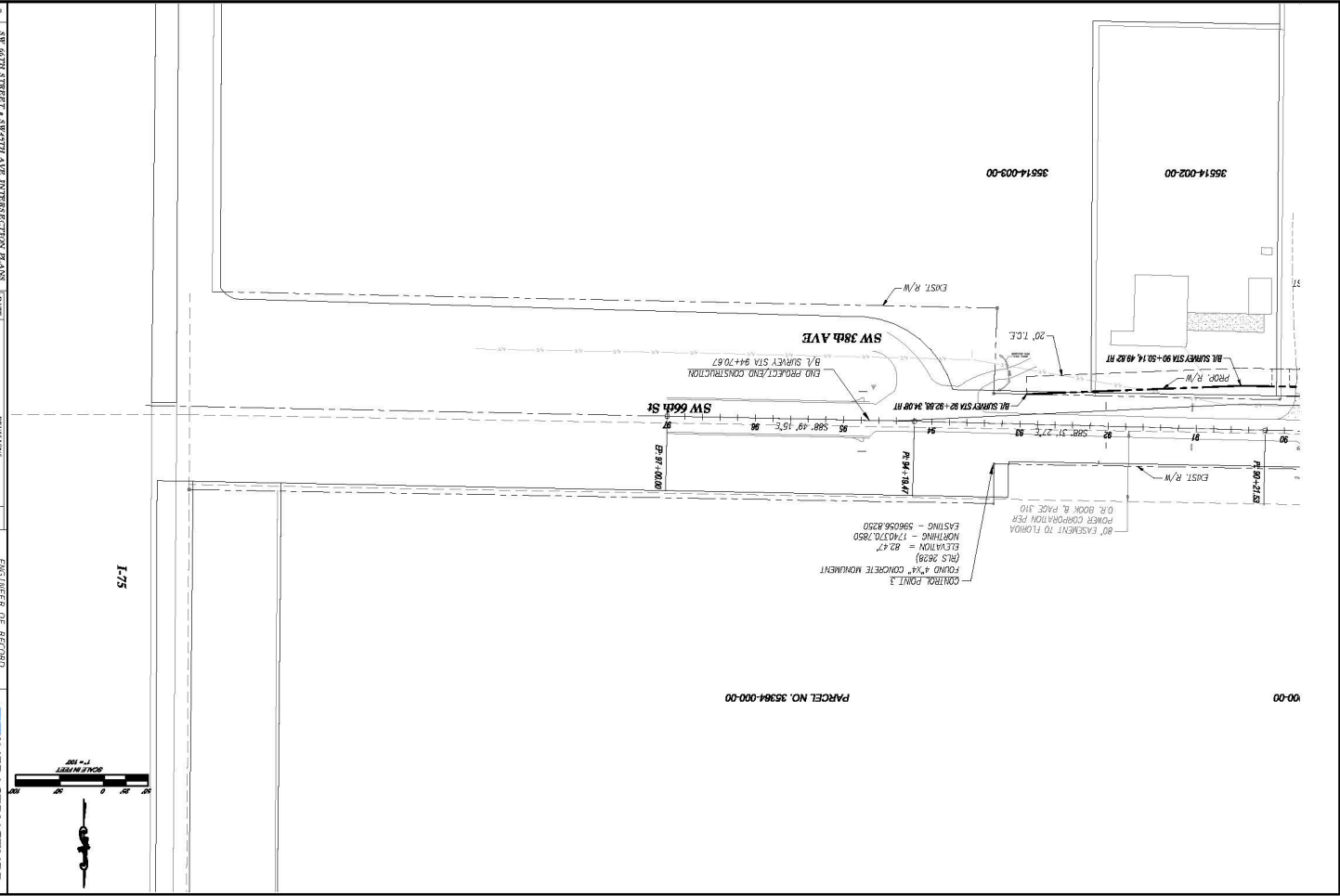
**TYPICAL SECTIONS (4)**

**ENGINEER OF RECORD**  
 MARTY L. KORAN, P.E.  
 P.E. LICENSE NUMBER 43326  
 INFRASTRUCTURE CONSULTING  
 AND ENGINEERING  
 5550 W. TOWLEWILD AVE.  
 TAMPA, FL 33628

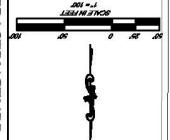
**INFRASTRUCTURE**  
 CONSULTING & ENGINEERING

SW 66th STREET + SW 49th AVE INTERSECTION PLANS  
 MARION COUNTY, FLORIDA  
 SHEET NO. 8

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1-75



SW 60TH STREET - SW 38TH AVE INTERSECTION PLANS  
 MARION COUNTY, FLORIDA

DATE	REVISIONS

ENGINEER OF RECORD  
 MARY E. MORAN, P.E.  
 P. E. LICENSE NUMBER 45326  
 INFRASTRUCTURE CONSULTING  
 5550 W. TIDWELL AVE  
 TAMPA, FL 33634

**INFRASTRUCTURE**  
 CONSULTING & ENGINEERING  
**AWCI**

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G 9-2.001 F.A.C.

**SURVEY CONTROL PLANS (2)**

DATE	REVISIONS

ENGINEER OF RECORD  
 MARY E. MORAN, P.E.  
 P. E. LICENSE NUMBER 45326  
 INFRASTRUCTURE CONSULTING  
 5550 W. TIDWELL AVE  
 TAMPA, FL 33634





