

RIGHT OF WAY COMMITTEE
Agenda
February 28, 2018

1. CALL TO ORDER

2. PUBLIC COMMENT

Pursuant to Section 286.0114, Florida Statutes, the Right of Way Committee will allow public comment on any matter either identified on this meeting agenda as requiring action, or anticipated to come before the Committee for action in reasonable proximity to this meeting. Speakers shall be limited to three minutes per person and the assignment of one person's time to another or designation of group spokesperson shall be allowed at the discretion of the Committee Chairman.

3. APPROVAL OF MINUTES

Requesting approval of the January 24, 2018 minutes. **Action Item.**

4. S.R. 429 WEKIVA PARKWAY PROJECT 429-203, PARCEL 197/897
TENANT: VICKIE DAVIS D/B/A BAY HILLS EQUESTRIAN CENTER

– Jay W. Small, Mateer Harbert, P.A

Requesting the Committee's recommendation for Board approval of the proposed settlement agreement as to supplemental attorney's fees. **Action Item.**

5. S.R. 429 WEKIVA PARKWAY PROJECT 429-203, PARCEL 166
TENANT: DIANE MAXWELL

– David A. Shontz, Shutts & Bowen

Requesting the Committee's recommendation for Board approval of the proposed settlement agreement as to all claims for compensation and all attorney's fees and litigation costs in the resolution of Ms. Maxwell's leasehold interest claim. **Action Item.**

6. S.R. 429 WEKIVA PARKWAY PROJECT 429-205, PARCEL 289, PLUS ANY CLAIMS OR
INTEREST IN PARCELS 287/887 AND 890
OWNERS: LEE AND JENNIFER SHOLLENBERGER

– David A. Shontz, Shutts & Bowen

Requesting the Committee's recommendation for Board approval of the proposed total settlement agreement of all claims for compensation for the acquisition of Parcel 289, any claims or interest in Parcels 287/887 and 890, and all attorney's fees and litigation costs and experts' fees and costs. **Action Item.**

7. S.R. 429 WEKIVA PARKWAY PROJECT 429-206, PARCEL 328
OWNER: SOLID, LLC

– David A. Shontz, Shutts & Bowen

Requesting the Committee's recommendation for Board approval of the proposed total settlement agreement of all claims for compensation including all attorney's fees, litigation cost, expert fees and costs for the acquisition of Parcel 328. **Action Item.**

8. **S.R. 429 WEKIVA PARKWAY PROJECT, PARCEL 800 (Parts A AND B)**
OWNER: ITAY GUY
– Linda Brehmer Lanosa, CFX
Requesting the Committee's recommendation for Board approval of an offer of judgment.
Action Item.

9. **S.R. 429 AND COUNTY ROAD 437A A/K/A OCOEE-APOPKA ROAD**
PROJECTS 429-604, 429-200, 429-200A AND 414-210
CITY OF APOPKA
– Linda Brehmer Lanosa, CFX
Requesting the Committee's recommendation for Board approval of the Right-of-Way Transfer and Continuing Maintenance Agreement between CFX and City of Apopka in a substantially similar form, subject to the approval of the legal descriptions, maintenance functions, and maintenance responsibilities by CFX's Chief of Infrastructure and General Counsel, or their designees, and CFX's GEC. **Action Item.**

10. **S.R. 528 AND CARGO ROAD, PROJECT 907**
SELLER: GREATER ORLANDO AVIATION AUTHORITY ("GOAA") AND CITY OF ORLANDO
– Linda Brehmer Lanosa, CFX
Requesting the Committee's recommendation for Board approval of the Real Estate Purchase Agreement between Greater Orlando Aviation Authority ("GOAA"), City of Orlando, and CFX.
Action Item.

11. **S.R. 528, PROJECT 528-1240**
GREATER ORLANDO AVIATION AUTHORITY ("GOAA"), CITY OF ORLANDO, CFX, AND ALL ABOARD FLORIDA – OPERATIONS LLC
– Linda Brehmer Lanosa, CFX
Requesting the Committee's recommendation for Board approval of the Purchase and Sale Agreement between GOAA, , City of Orlando, CFX, and All Aboard Florida – Operations LLC.
Action Item.

12. **OTHER BUSINESS**

13. **ADJOURNMENT**

This meeting is open to the public

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

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two (2) business days prior to the proceeding, he or she should contact the Central Florida Expressway Authority at (407) 690-5000.

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5317 or by email at Iranetta.dennis@CFXway.com at least three business days prior to the event.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Right of Way Committee Meeting
January 24, 2018

Location: CFX Headquarters Boardroom
4974 ORL Tower Road
Orlando, Florida 32807

Committee Members Present:

Laurie Botts, City of Orlando Representative, Committee Chairman
Paul Sladek, Orange County Representative Alternative Bob Babcock, Orange County Representative
Frank Raymond, Osceola County Representative
Neil Newton, Seminole County Representative
Brian Sheahan, Lake County Representative
Christopher Murvin, Citizen Representative
Jean Jreij, Seminole County Representative

Committee Members Not Present:

Brendon Dedekind, Citizen Representative
John Denninghoff, Brevard County Representative

CFX Staff Present at Dais:

Joseph L. Passiatore, General Counsel
Laura Kelley, Executive Director
Linda S. Brehmer Lanosa, Deputy General Counsel
Mala Iley, Recording Secretary

Item 1: CALL TO ORDER

The meeting was called to order at 2:01 p.m. by Chairman Botts.

Item 2: PUBLIC COMMENT

There was no public comment.

Item 3: **APPROVAL OF MINUTES**

A motion was made by Mr. Raymond and seconded by Mr. Murvin to approve the December 13, 2017 Right of Way Committee meeting minutes as presented.

Vote: The motion carried unanimously with seven (7) members present and voting AYE by voice vote.

Item 4: **S.R. 429 WEKIVA PARKWAY PROJECT 429-204, PARCEL 250**
TENANT: RENE'S GREENHOUSE, LLC

Ms. Brehmer Lanosa presented this item in Ms. Suzanne M. Driscoll's absence. She provided the Committee with a PowerPoint presentation as to the description and background of the parcel.

The respondent's attorney has presented invoices in the amount of \$10,264.50 for supplemental attorney's fees and is willing to settle for \$2,000.00.

Ms. Brehmer Lanosa is requesting the Committee's recommendation for Board approval of the proposed Settlement of the supplemental attorney's fees and cost in the amount of \$2,000.00. This Settlement resolves all claims of any nature of the Respondent.

A motion was made by Mr. Raymond and seconded by Mr. Murvin to recommend to the Board approval of the Proposed Settlement of Parcel 250 in the amount of \$2,000.00

Vote: The motion carried unanimously with seven (7) members present and voting AYE by voice vote.

Item 5: **S.R. 429 WEKIVA PARKWAY PROJECT 429-202, PARCELS 112 (A & B), 712**
OWNERS: ROBERT AND CYNTHIA HENDERSON

Ms. Brehmer Lanosa is requesting the Committee's recommendation for Board approval of the payment of reasonable expert fees and costs as to Parcels 112 (Part A & B) and 712 in the amount of \$189,309.92 excluding invoices submitted by Juris Corporation and Power Acoustics. This resolves all remaining claims whatsoever, with the exception of the claims related to the two remaining experts.

She provided the Committee with a PowerPoint presentation as to the description and background of the parcels.

The expert fees total \$272,909.52. The parties were able to settle seven of the expert fees for \$164,343.00 representing a reduction of approximately \$33,000. Compensable firm costs total \$24,966.92. The two remaining expert fees in the sum of \$75,105 can be resolved through either ongoing negotiations or, if necessary, a fee hearing. A fee hearing is set on March 21, 2018.

Discussion ensued.

A motion was made by Mr. Sheahan and seconded by Mr. Murvin to recommend to the Board approval approve the payment of reasonable expert fees and costs as to Parcels 112 (Parts A & B) and 712 in the amount of \$189,309.92, excluding the invoices submitted by Juris Corporation and Power Acoustics.

Vote: The motion carried unanimously with seven (7) members present and voting AYE by voice vote.

**Item 6: S.R. 429 WEKIVA PARKWAY PROJECT 429-203, PARCEL 218
OWNERS: DONALD AND ANNETTE EMERY**

Ms. Brehmer Lanosa is requesting the Committee's recommendation for Board approval of the all-inclusive settlement in the amount of \$3,130,000.00 resolving all claims for compensation for the taking of Parcel 218.

She provided the Committee with a PowerPoint presentation as to the description and background of the parcels.

Walter Carpenter, MAI, appraised the property for CFX. Mr. Carpenter estimated the value of the Parcel 218 as of June 16, 2014 at \$1.75 per square foot (sf), considering comparable sales ranging from \$1.66 to \$6.48/sf, for a total of \$1,120,000.00.

The Owners hired Heyward Cantrell, who has not yet prepared an appraisal report, but advised the Owners that he would value the property at approximately \$10.50/sf for a total of \$6,719,832. Additionally, counsel for the Owners noted that CFX's potential liability could be over nine million dollars.

After ongoing discussions and additional research, review and analysis, the parties reached a proposed settlement agreement for an all-inclusive settlement of \$3,130,000.00.

Discussion ensued.

A motion was made by Mr. Murvin and seconded by Mr. Babcock to recommend to the Board approval of the Proposed All-inclusive Settlement Agreement in the amount of \$3,130,000.000 in full settlement of all claims for compensation in the acquisition of Parcel 218 including severance damages, business damages, tort damages, interest, attorney's fees, attorney's cost, expert fees, expert costs and any other claim, subject to apportionment .

Vote: The motion carried unanimously with seven (7) members present and voting AYE by voice vote.

Item 7: OSCEOLA PARKWAY REIMBURSEMENT INTER LOCAL AGREEMENT FOR THIRD PARTY FUNDING

Mr. Joseph L. Passiatore, is recommending and requesting the Committee's recommendation for Board approval of a proposed Osceola Parkway Reimbursement Agreement.

Mr. Passiatore provided the history to the Osceola Parkway Agreements. The agreements were structured in 2014 and 2015 between Florida Department of Transportation, Osceola County, and Osceola County Expressway Authority. Funding was set aside for certain future projects for Osceola County.

FDOT, District V's budget designated \$33 million dollars for a joint planning agreement. Farmland Reserve, Inc. took the \$12 million that CFX paid them for the property for S.R. 528 right-of-way and put it into a private escrow account. In addition, All Aboard Florida agreed to facilitate the sale by placing \$25 million dollars in the private escrow account.

CFX, thru interlocal agreement and by statute, would assume those projects in Osceola County. In addition, the joint planning agreement between the Department and Osceola County commits to reimbursing Osceola County for these acquisitions. Plus, a private developer's agreement and escrow account commits to reimbursing Osceola County for their acquisitions of parcels that are a part of these projects.

In order for CFX to take over the project and access this money, CFX would need to facilitate acquisitions of one or more parcels that fit the parameters of the joint planning agreements between FDOT and Osceola County. This Agreement provides the legal mechanism for deed transfer and reimbursement to CFX.

This is an advance acquisition. CFX will advance the monies to close sales on a parcel by parcel basis. Any property deemed suitable for purchase will come to the ROW Committee for recommendation then on to the CFX Board, then to the Osceola County Board.

Committee Member Murvin suggested that the first parcel be a small one to make sure that the reimbursement process works as intended.

Discussion ensued and the Committee asked questions, which were answered by Mr. Passiatore. The Committee was requested to take action.

This item went from an informational item to a motion.

A motion was made by Mr. Raymond seconded by Mr. Murvin to recommend to the Board approval of the Osceola Parkway Reimbursement Interlocal Agreement for Third Party Funding in a substantially similar form as presented to the Committee.

Vote: The motion carried unanimously with seven (7) members present and voting AYE by voice vote.

**Item 8: REQUEST FOR PROPOSALS, RIGHT OF WAY COUNSEL SERVICES
CONTRACT NO. 001363**

Mr. Passiatore advised that the Evaluation Committee for Right-of-Way counsel services met this morning. Four law firms applied: Broad & Cassel, Shutts & Bowen, Mateer & Harbert, P.A. and Winderweedle, Haines, Ward and Woodman, P.A.

Broad & Cassel scored 88.25 in technical points and 9.12 in pricing points, totaling 97.37. Shutts & Bowen scored 81.50 in technical points, and 9.73 in pricing points totaling 91.23. In third place was Mateer and Harbert, P.A., followed by Winderweedle, Haines, Ward and Woodman, P.A.

During the course of the Evaluation Committee interview, that Broad and Cassel noted that it may be conflicted out of certain matters.

The Evaluation Committee recommended that the top two firms be awarded the contract. The contract should be funded in the amounts negotiated and work would be assigned by task authorization.

Discussion ensued. The Committee asked several questions, which were answered by Mr. Passiatore. The Committee was requested to take action recommending award to the two highest ranked firms.

A motion was made by Mr. Murvin seconded by Mr. Sheehan to recommend to the Board approval to accept the Committee's ranking and award the contract to the two highest top firms.

Vote: The motion carried unanimously with seven (7) members present and voting AYE by voice vote.

Item 9: OTHER BUSINESS

Laura Kelley invited the Committee to attend two upcoming CFX's events. A Ribbon Cutting Ceremony of the new State Road 528 Innovation Way/Sunbridge Parkway Interchange on Friday March 9, 2018 and the Wekiva Parkway, Section 2 Grand Opening 5K run/walk being held on Saturday March 31, 2018.

Ms. Kelley advised that Staff would continue to meet with the Environmentalists regarding the Osceola Parkway Extension and Split Oak Preserve. As things progress she will update the ROW Committee accordingly.

Item 10: **ADJOURNMENT**

Chairman Botts adjourned the meeting at approximately 2:53 p.m.

Minutes approved on February _____ 2018.

Pursuant to the Florida Public Records Law and CFX Records Management Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Records Management Liaison Officer at publicrecords@CFXWay.com or 4974 ORL Tower Road, Orlando, FL 32807.

DRAFT

MATEER HARBERT, P.A.
225 East Robinson Street, Ste. 600
Orlando, Florida 32801
Telephone (407) 425-9044
Facsimile (407) 423-2016

MEMORANDUM

TO: Central Florida Expressway Authority Right of Way Committee

FROM: Jay W. Small, Right of Way Counsel
Mateer Harbert, P.A.

DATE: February 19, 2018

RE: Project No.: 429-203; Project Orlando, LLC; Parcel 197/897; Settlement of Vickie Davis' Supplemental Attorneys' Fees.

INTRODUCTION

This memorandum requests approval of a proposed settlement of supplemental attorneys' fees claimed by Respondent, Vickie Davis d/b/a Bay Hills Equestrian Center ("Davis"). Davis was the tenant on the parent tract of property owned by Project Orlando, LLC ("Project Orlando").

Subject to approval by the Right of Way Committee and the Board of the Central Florida Expressway Authority ("CFX"), the undersigned Right of Way Counsel and Davis' counsel have negotiated a settlement of Davis' supplemental attorneys' fees in the amount of \$2,000.00. This settlement resolves all remaining claims of Davis.

PROCEDURAL HISTORY

On January 4, 2017, CFX and Davis entered into a Settlement Agreement. The Board approved this settlement on February 9, 2017, and a Stipulated Final Judgment as to the apportionment claim of Davis was entered by the Circuit Court on February 20, 2017.

After the Stipulated Final Judgment was entered by the Court on March 27, 2017, Project Orlando filed a motion for relief from that judgment. That motion was an unforeseen circumstance which was not anticipated by counsel for CFX or Davis when the Court entered the Stipulated Final Judgment. Project Orlando sought to set aside the Stipulated Final Judgment between CFX and Davis. A hearing on Project Orlando's motion was held on May 9, 2017, at which time the Court denied its motion.

Davis' counsel appeared at that hearing and argued in favor of the Court's denial of the motion and in support of CFX's legal position. Davis' attorneys submitted an informal letter request for payment of attorneys' fees under section 73.092(2), *Fla. Stat.* (2018), which allows an award of attorneys' fees for "supplemental proceedings, when not otherwise provided" by statute.

Under section 73.092(2), supplemental proceedings are those occurring *after* the entry of a final judgment. The fees Davis originally sought were \$8,697.50, and her counsel has agreed to accept supplement attorneys' fees of \$2,000.00, subject to Right of Way Committee and Board approval. As of the date of this memorandum and in light of the ongoing settlement discussions, Davis' counsel has refrained from filing a motion for supplement attorneys' fees.

Considering the amount in controversy, this proposed settlement avoids the potential that CFX will incur additional attorneys' fees and costs in challenging Davis' entitlement to supplement attorneys' fees or the amount thereof. CFX's attorneys' fees and costs may exceed the agreed to amount. Davis' counsel has signed the attached Settlement Agreement. A Stipulated Order Taxing Supplemental Fees, in substantially the form as Exhibit "A," will be entered by the Court if this recommended settlement agreement is approved by the Right of Way Committee and Board.

REQUESTED ACTION

I respectfully request that the Right of Way Committee recommend to the CFX Board approval of a settlement agreement in the amount of \$2,000.00, to settle the supplemental attorneys' fees and all other claim of Davis.

Attachments:

Diagram of the Wekiva Parkway

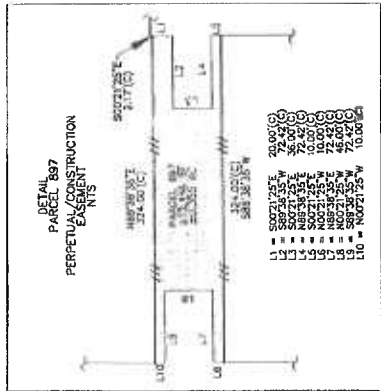
Aerial

Sketch of the Property

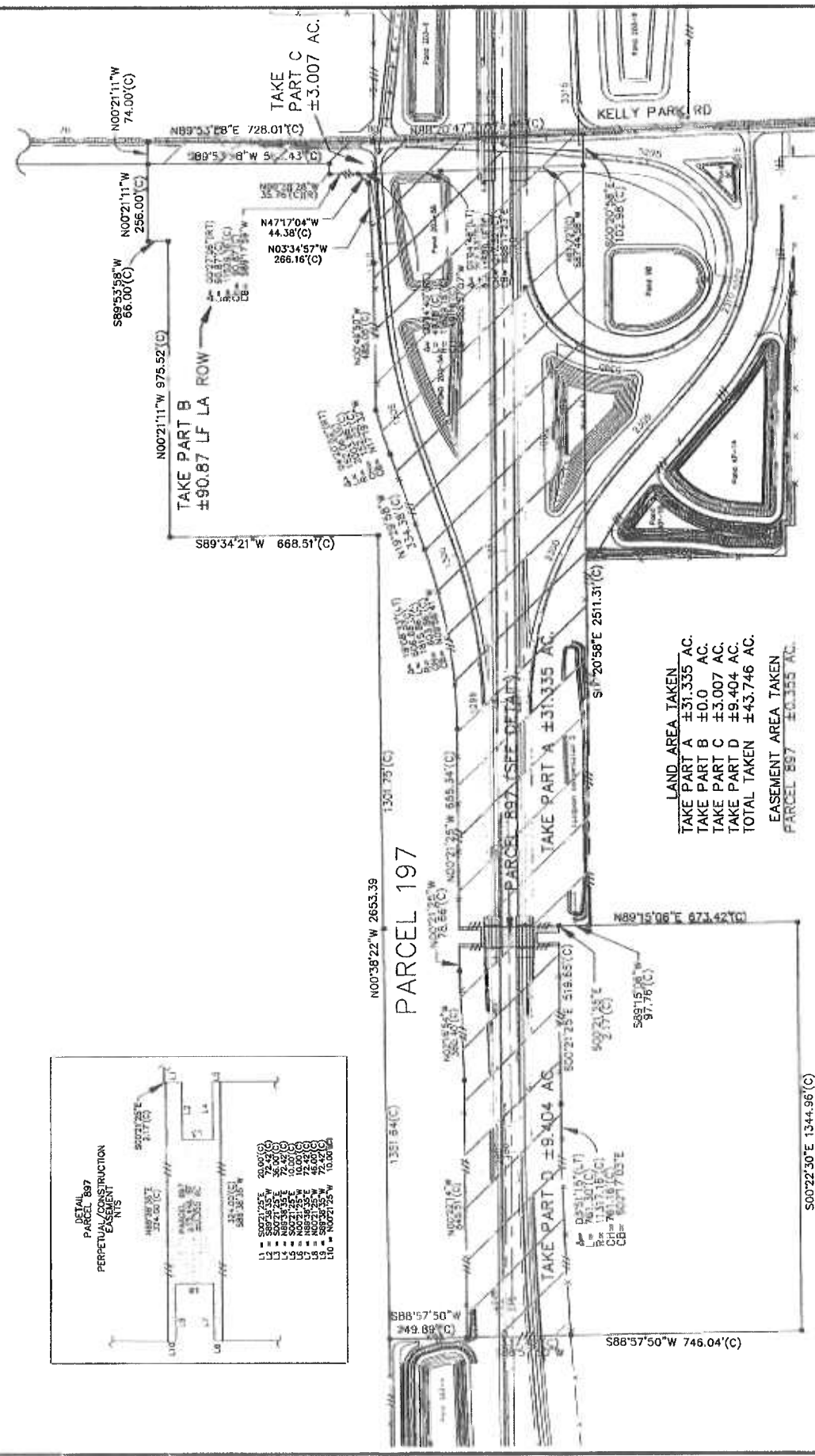
Settlement Agreement

Invoices regarding Davis' Counsel's Supplemental Attorneys' Fees

Exhibit "A" – Stipulated Order Taxing Supplemental Fees



PARCEL 197



LAND AREA TAKEN
 TAKE PART A ±31.335 AC.
 TAKE PART B ±0.0 AC.
 TAKE PART C ±3.007 AC.
 TAKE PART D ±9.404 AC.
TOTAL TAKEN ±43.746 AC.

EASEMENT AREA TAKEN
PARCEL 897 ±0.355 AC.

Parcel No. 197
 Project Orlando
 Take

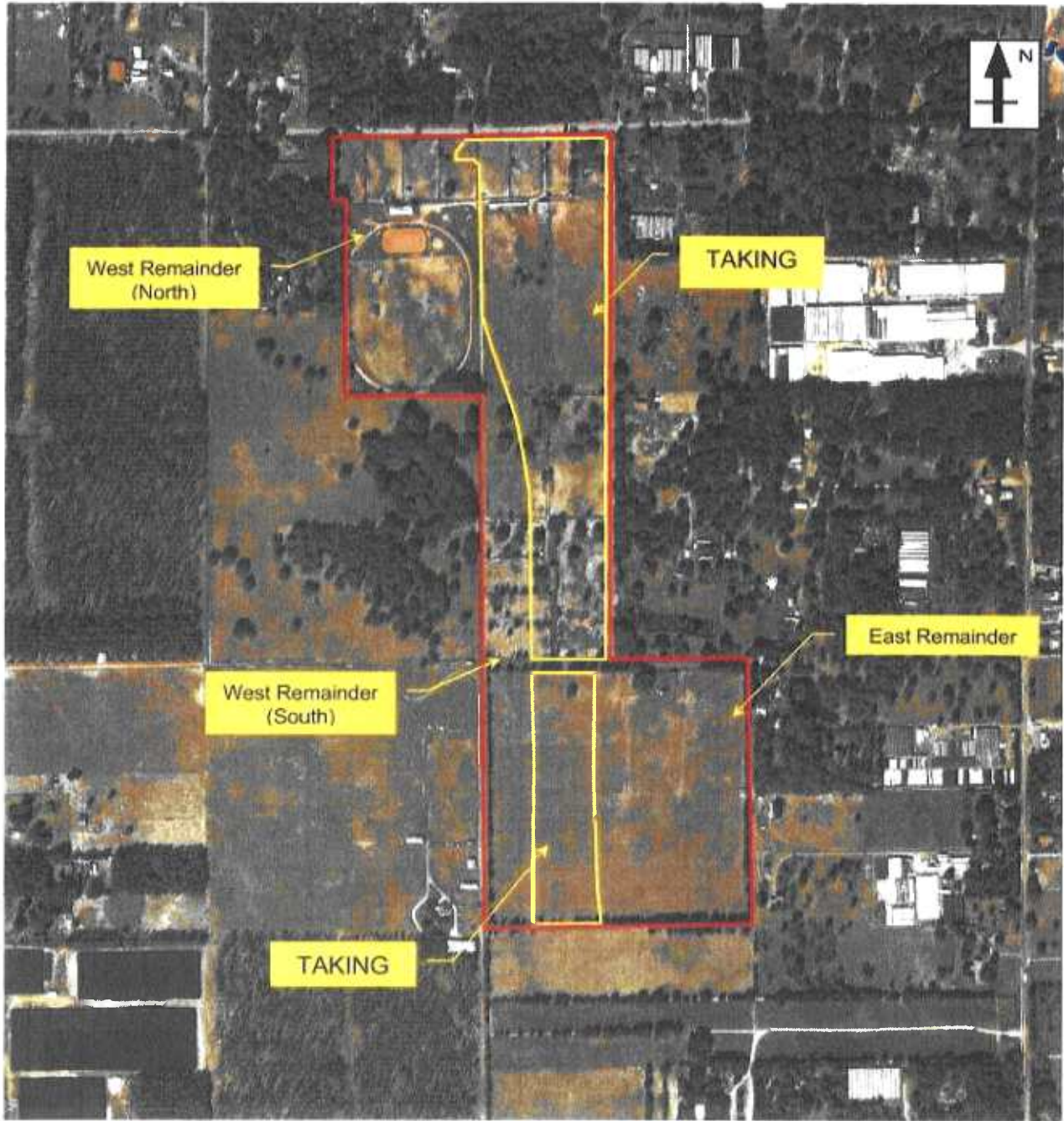
1"=300'

DONALD W. MONTOSH ASSOCIATES, INC.

Information on this search was compiled from Construction Drawings by Dewberry/Bovyer Singleton for the Wekiva Parkway, 439-303, 80% Design, dated 08/20/14, and the Survey of Design, dated 08/20/14, prepared by Donald W. Montosh Associates, Inc. The information provided herein was produced without benefit of a field inspection and the user should verify all data may affect the correct location.

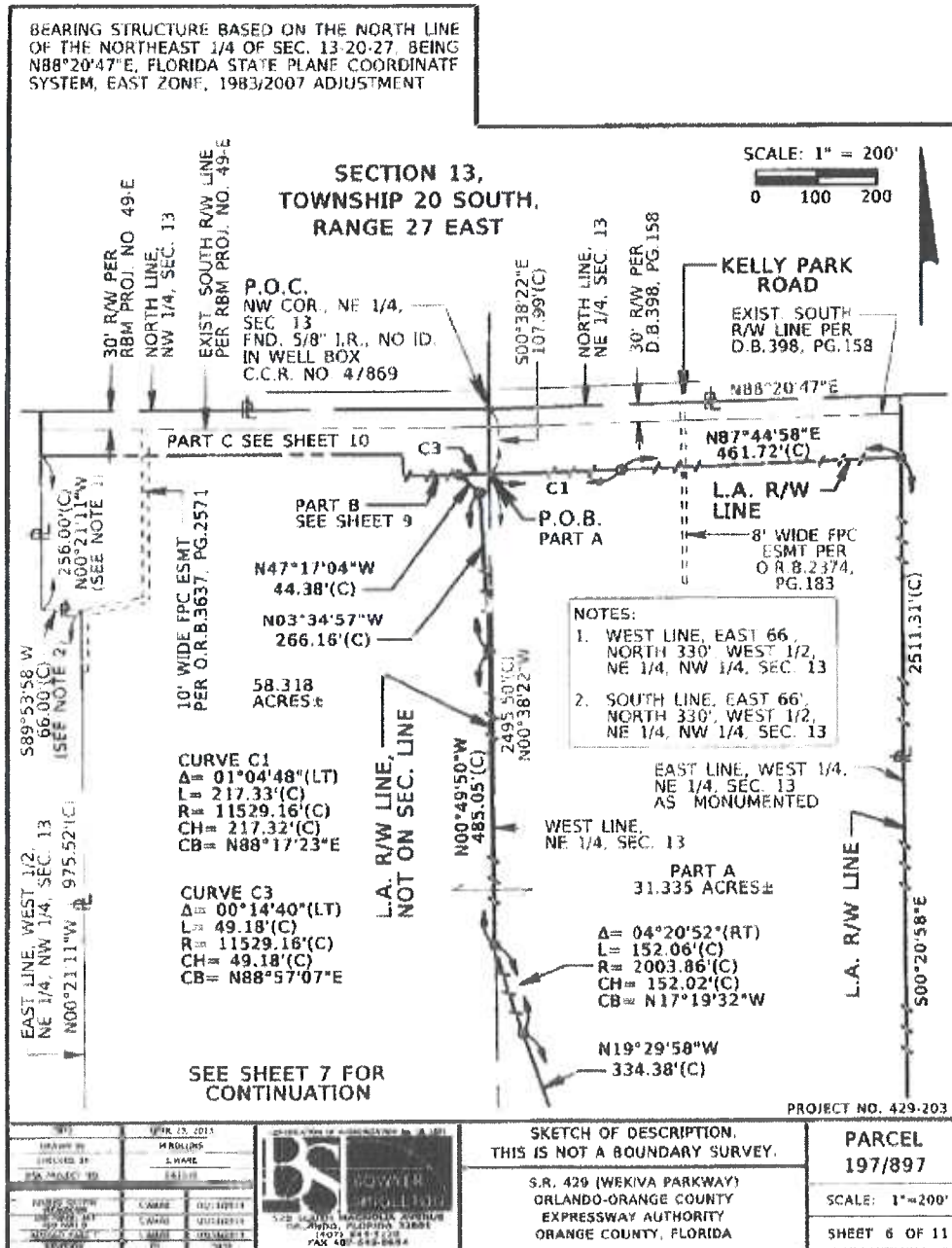
PARCEL NO.: 197 AND 897
OWNER: PROJECT ORLANDO, LLC
PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: APOPKA/ORANGE

AERIAL PHOTO (ACQUISITION)

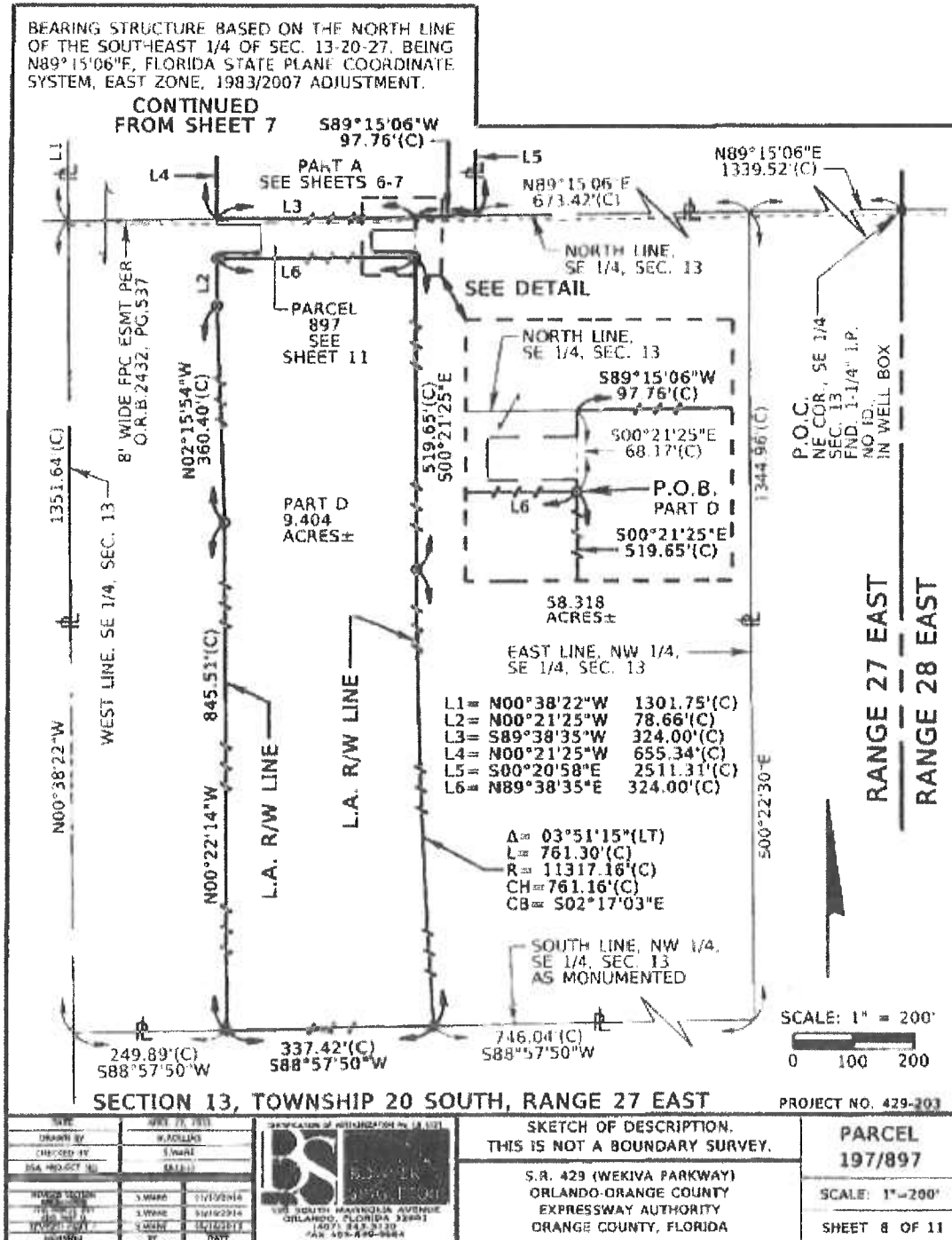


PARCEL NO.: 197 AND 897
 OWNER: PROJECT ORLANDO, LLC
 PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
 CITY/COUNTY: APOPKA/ORANGE

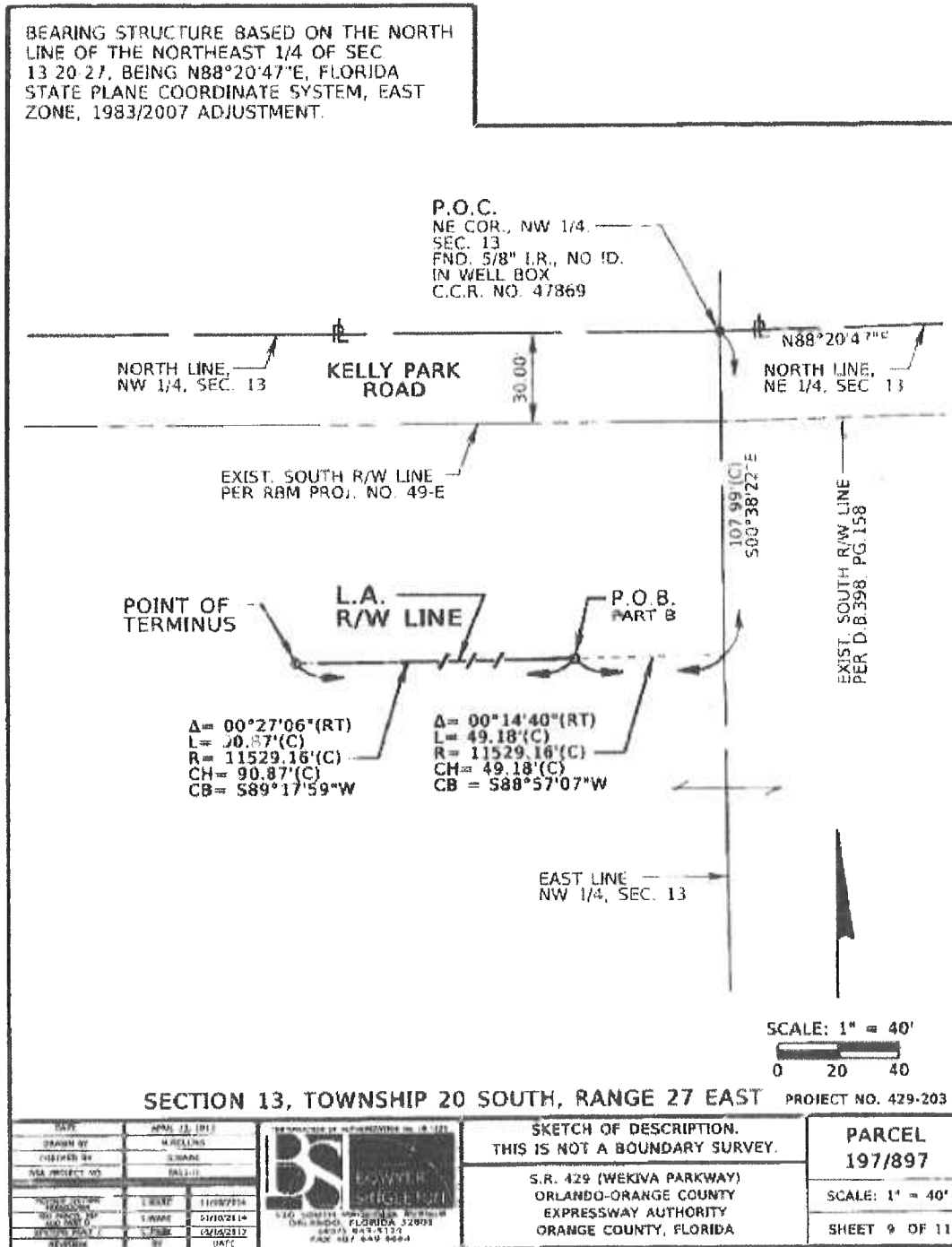
PARCEL SKETCH OF THE ACQUISITION



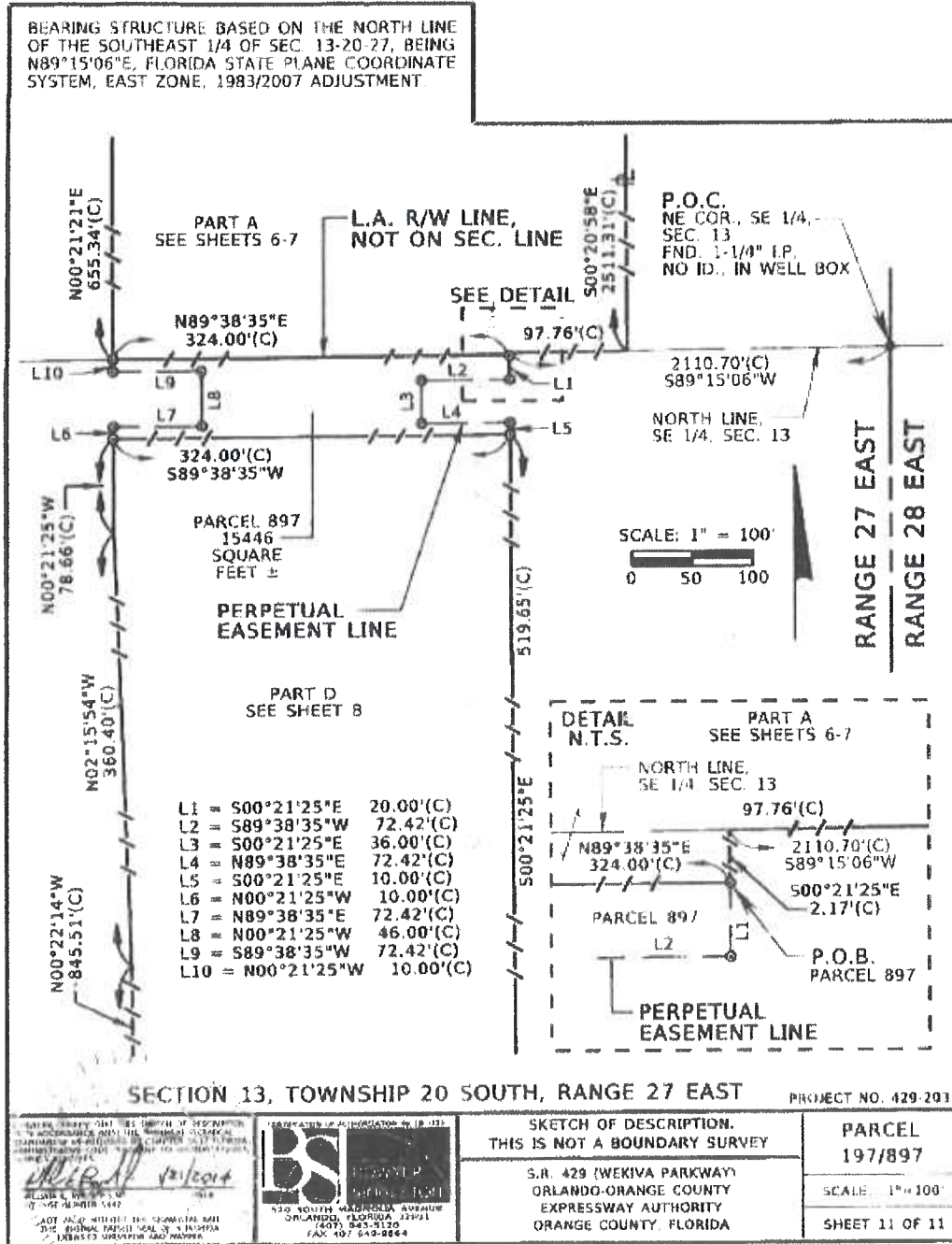
PARCEL NO.: 197 AND 897
 OWNER: PROJECT ORLANDO, LLC
 PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
 CITY/COUNTY: APOPKA/ORANGE



PARCEL NO.: 197 AND 897
 OWNER: PROJECT ORLANDO, LLC
 PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
 CITY/COUNTY: APOPKA/ORANGE



PARCEL NO.: 197 AND 897
 OWNER: PROJECT ORLANDO, LLC
 PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
 CITY/COUNTY: APOPKA/ORANGE



IN THE CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY f/k/a ORLANDO-ORANGE
COUNTY EXPRESSWAY AUTHORITY,
a body politic and corporate, and an agency
of the state under the laws of the State of Florida,

CASE NO.: 2014-CA-5589-O
Parcels: 197/897

Petitioner,

v.

PROJECT ORLANDO, LLC, a Florida limited
Liability Company; VICKIE DAVIS d/b/a BAY
HILLS EQUESTRIAN CENTER; et al.,

Respondents.

SETTLEMENT AGREEMENT

Respondent, VICKIE DAVIS d/b/a BAY HILLS EQUESTRIAN CENTER ("Respondent"), and representatives of the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX") have reached the following Settlement Agreement:

1. CFX will pay to Respondent the sum of Two Thousand Dollars exactly (\$2,000.00), in full settlement of all remaining claims for supplemental proceedings under §73.092(2), *Fla. Stat.*, (2018) including but not limited to, all attorneys' fees and costs incurred by Respondent in connection with that certain motion and hearing to set aside the Stipulated Final Judgment and Order of Apportionment between Respondent and CFX for the taking of Parcels 197/897 dated February 20, 2018.

2. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and CFX Board at the earliest practicable dates and is conditioned upon final approval by the ROW Committee and then the CFX Board.

3. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board.

4. Counsel CFX and Respondent will submit to the Court a Stipulated Final Order Taxing Supplemental Attorneys' Fees containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

5. This settlement agreement shall resolve and all remaining claims of any nature whatsoever by Respondent against CFX in connection with the condemnation of Respondent's leasehold interest including, but not limited to, apportionment against any party having in this case having a property interest, costs, expert witness fees and costs relating to apportionment, supplemental proceedings, and all other costs of claims whatsoever of Respondent for the taking of Parcels 197/897.

6. This Settlement Agreement, executed by the parties and their counsel on this _____ day of February, 2018, contains all the agreements of the parties. This Settlement Agreement may be executed in counterparts, the aggregate of which shall constitute a single document, and electronic and/or facsimile signatures shall be deemed original signatures.

Print Name: _____
Central Florida Expressway Authority

Jay W. Small
Counsel for CFX

*VICKIE DAVIS d/k/a Bay Hills Everflor
26 Nov*

Print Name: _____
Owner



A. Kurt Ardaman
Counsel for Owner

LAW OFFICES

Fishback, Dominick, Bennett, Ardaman,
Ahlers, Langley & Geller LLP1947 LEE ROAD
WINTER PARK, FLORIDA 32789-1834

Bill Number 98105

Vickie Davis
3727 Ocoee Apopka Road
Apopka, FL 32703adv. Orlando-Orange County Expressway Authority
D451 23754

Balance Forward \$0.00

FOR PROFESSIONAL SERVICES RENDERED

02/28/2017	AKA	Instructions to Mr. Conley and Ms. Lindsay Re: Owner's objection to Stipulated Final Judgment.	0.30 hrs	\$150.00
02/28/2017	ML	Review emails regarding settlement; Conference with Mr. Ardaman re: Project Orlando's objection to same.	0.20 hrs	\$30.00
02/28/2017	CRC	Review file to determine disbursement date; Instructions to M. Lindsay regarding same; Review correspondence from J. De La Garza regarding conference call scheduling and request; Review stipulated final judgment; Discussions with K. Ardaman and M. Lindsay regarding same.	0.60 hrs	\$165.00
03/01/2017	CRC	Review file materials; Discussions with M. Lindsay regarding setoff and assignment issues and K. Bauerle's purported objections to same.	0.40 hrs	\$110.00
03/03/2017	AKA	Telephone Conference with Jay Small re: Bauerle's desire to challenge Summary Final Judgment; Instructions to Chris Conley.	0.60 hrs	\$300.00
03/20/2017	AKA	Telephone Conference with Expressway Authority attorney; E-mail from Expressway Authority attorney; Instructions to Sonia Gonzalez.	0.40 hrs	\$200.00
03/27/2017	AKA	Instructions to Mr. Conley Re: issues Re: Project Orlando's Motion for Relief from	0.30 hrs	\$150.00

Date	Case Type	Description	Hours	Amount
03/27/2017	ML	Judgment. Review electronic notification and Project Orlando's Motion for Relief from Stipulated Final Judgment; Conference with Mr. Ardaman; Emails to/from Mr. Conley; Conference with same.	0.60 hrs	\$90.00
03/27/2017	CRC	Review motion for relief from judgment; Discussions with K. Ardaman and M. Lindsay regarding same; Research regarding apportionment settlements and established law regarding same.	0.70 hrs	\$192.50
03/29/2017	AKA	Telephone Conference with attorney for CFX; Conference with Chris Conley concerning same; all Re: Issues/action in response to owner's Motion for Relief from Judgment.	0.40 hrs	\$200.00
03/29/2017	CRC	Discussions with K. Ardaman regarding conflict waiver and defense of stipulated final judgment, further handling and lack of fee owner's standing; Research regarding assignment of claims in Florida.	0.80 hrs	\$220.00
03/31/2017	CRC	Research regarding assignment of claims and additional exceptions to general assignability outside of personal torts; Review correspondence attempting to coordinate hearing on settlement vacation.	0.40 hrs	\$110.00
04/03/2017	AKA	Conference with Mr. Conley Re: hearing on Motion for Relief.	0.20 hrs	\$100.00
04/03/2017	CRC	Review docket; Review order for transcription of hearing; Discussions with K. Ardaman regarding same; Review amended and second amended notices of hearing.	0.50 hrs	\$137.50
04/13/2017	CRC	Review notice of hearing; Instructions to M. Lindsay regarding same; Research regarding objections to apportionment settlement and standing issues relating to same.	0.70 hrs	\$192.50
04/20/2017	CRC	Research regarding assignments of claims and standing as to apportionment issues and objections.	1.00 hrs	\$275.00
04/25/2017	CRC	Research regarding assignment of claims and general rule that any claim except for personal torts are assignable.	0.50 hrs	\$137.50
04/26/2017	CRC	Research conflict of interest rules and conflict waiver requirements; Review previous correspondence from J. Small regarding same.	0.60 hrs	\$165.00
04/27/2017	CRC	Review file materials; Discussions with M. Lindsay regarding conflict issues and hearing conflict issues; Research regarding assignment of claims and standing to object to apportionment settlement.	0.50 hrs	\$137.50
05/01/2017	AKA	Instructions to Mr. Conley and Ms. Lindsay Re:	0.40 hrs	\$200.00

		hearing preparation.		
05/01/2017	AKA	Telephone Conference with Jay Small; Conference with Michelle Lindsay and Chris Conley.	0.50 hrs	\$250.00
05/01/2017	ML	Conference with Mr. Ardaman and Mr. Conley re: hearing on Project Orlando's Motion for Relief from Stipulated Final Judgment; Telephone Conference with Jay Small; Review file and multiple emails; Email to Jay Small re: business damage claim settlement.	0.50 hrs	\$75.00
05/01/2017	CRC	Preparation for upcoming hearing on motion for relief from judgment; Research regarding assignments and business damages; Review portions of Florida Eminent Domain Manual regarding same; Discussions with K. Ardaman and M. Lindsay regarding status and strategy; Telephone conference with J. Small regarding strategy, conflict, and further handling.	1.10 hrs	\$302.50
05/02/2017	CRC	Research Systems Components case and business damages decisions; Preparation of hearing arguments and bullet points; Instructions to M. Lindsay regarding preparation of hearing binders.	1.00 hrs	\$275.00
05/04/2017	ML	Review email regarding hearing preparation; Review multiple documents; Prepare hearing notebook; Memo to Mr. Conley; Review Response to Motion for Relief from SFJ; Email to Mr. Conley.	1.40 hrs	\$210.00
05/04/2017	CRC	Instructions to M. Lindsay regarding hearing binder; Preparation for hearing; Review hearing binder and materials.	0.80 hrs	\$220.00
05/05/2017	AKA	Instructions to Mr. Conley Re: Preparation for hearing.	0.30 hrs	\$150.00
05/05/2017	CRC	Discussions with K. Ardaman regarding motion for relief from Final Judgment; Preparation of correspondence to J. Small regarding limited conflict waiver; Review correspondence from J. Small regarding same; Review and revisions to hearing bullet points and arguments; Preparation for hearing.	0.90 hrs	\$247.50
05/08/2017	CRC	Review file materials; Review hearing notebook; Preparation for hearing on motion for relief from judgment; Discussions with M.	0.70 hrs	\$192.50

		Lindsay and K. Ardaman regarding same; Review hearing bullet points and summary of argument.		
05/09/2017	AKA	Conference with Mr. Conley Re: Preparation for hearing.	0.30 hrs	\$150.00
05/09/2017	AKA	Review notebook in preparation for hearing.	1.00 hrs	\$500.00
05/09/2017	AKA	Prepare for and attend hearing.	3.10 hrs	\$1,550.00
05/09/2017	CRC	Review file materials; Discussions with K. Ardaman regarding strategy for hearing, arguments, and resolution; Research regarding assignment of claims and personal torts; Instructions to M. Lindsay regarding disbursement.	0.80 hrs	\$220.00
05/11/2017	CRC	Instructions to M. Lindsay regarding disbursement of settlement funds; Review file materials.	0.20 hrs	\$55.00
05/12/2017	AKA	Review e-mail from Expressway Authority attorneys concerning proposed orders on Expressway Authority motion and Project Orlando's Motion for Relief from Judgment; Instructions to Chris Conley.	0.30 hrs	\$150.00
05/12/2017	ML	Review emails and proposed orders; Review Mr. Conley's email to CFX counsel regarding same.	0.20 hrs	\$30.00
05/12/2017	CRC	Review correspondence from J DeLaGarza Re proposed orders; Review proposed orders.	0.40 hrs	\$110.00
05/16/2017	CRC	Discussions with M. Lindsay regarding Disbursement of funds and doc retention.	0.20 hrs	\$55.00
05/17/2017	AKA	Review email from CFX attorney and Proposed orders and correspondence.	0.40 hrs	\$200.00
05/24/2017	CRC	Instructions to M. Lindsay re: disbursements.	0.10 hrs	\$27.50
05/25/2017	ML	Review Order Denying Motion for Relief From Stipulated Final Judgment; Review Motion for Mediation and Notice of Hearing On same; Review Order Denying Motion for Reconsideration.	0.20 hrs	\$30.00
05/30/2017	ML	Review emails re: disbursement of proceeds And deadline for Project Orlando to file Appeal; Review Order; Memo to file.	0.20 hrs	\$30.00
05/30/2017	CRC	Review order denying motion for relief From final judgment; Review Rules of Civil Procedure; Discussions with K. Ardaman re: disbursement of Settlement proceeds and mediation hearing.	0.70 hrs	\$192.50
06/20/2017	CRC	Review docket; Discussions with M. Lindsay Regarding no notice of appeal and Disbursement issues.	0.30 hrs	\$82.50
06/23/2017	CRC	Discussions with M. Lindsay re: Disbursement status.	0.20 hrs	\$55.00
06/27/2017	ML	Review Expert Costs Chart and Disbursement sheet for final	0.50 hrs	\$75.00

TOTAL HOURS: 26.60 HOURS

TOTAL: \$8,697.50

IN THE CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY f/k/a ORLANDO-ORANGE
COUNTY EXPRESSWAY AUTHORITY,
a body politic and corporate, and an agency
of the state under the laws of the State of Florida,

CASE NO.: 2014-CA-5589-O
Parcels: 197/897

Petitioner,

v.

PROJECT ORLANDO, LLC, a Florida limited
Liability company; et al.,

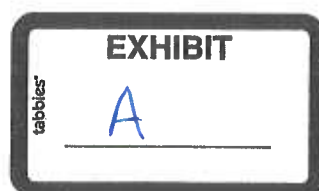
Respondents.

**JOINT MOTION AND STIPULATED FINAL
ORDER TAXING SUPPLEMENTAL ATTORNEYS' FEES**

THIS CAUSE, having come on to be heard upon the attached Joint Motion for Stipulated Final Order Taxing Supplemental Attorneys' fees of the Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Petitioner"), and Respondent, VICKIE DAVIS d/b/a BAY HILLS EQUESTRIAN CENTER ("Respondent"), by and through their undersigned counsel, as set forth herein below, and it appearing to the Court that the parties were authorized to enter into such agreed order, and the Court being fully advised in the premises, the Court finds as follows:

ORDERED AND ADJUDGED:

1. That this Court has jurisdiction of this action and of the parties.
2. That this Stipulated Final Order Taxing Supplemental Attorneys' Fees is entered pursuant to §73.092(2), *Fla. Stat.* (2018).



3. That the Joint Motion for the entry of this Stipulated Final Order Taxing Supplemental Attorneys' Fees as to Respondent, Vickie Davis d/b/a Bay Hills Equestrian Center is approved and hereby granted.

4. That the Respondent, **VICKIE DAVIS d/b/a BAY HILLS EQUESTRIAN CENTER** ("Respondent"), shall have and recover from the Petitioner the sum of **TWO THOUSAND DOLLARS AND 00/100 (\$2,000.00)**, in full payment of any and all supplemental proceeding claims.

5. That within thirty (30) days of receipt of conformed copies of this Agreed Final Order Taxing Supplemental Attorneys' Fees, the Petitioner shall transmit the sum of **TWO THOUSAND DOLLARS AND 00/100 (\$2,000.00)** made payable to the Trust Account of Fishback, Dominick, Bennett, Ardaman, Ahlers, Langley & Geller, LLP, c/o A. Kurt Ardaman, Esquire, 1947 Lee Road, Winter Park, Florida 32789.

6. That this Stipulated Final Order Taxing Supplemental Attorneys' Fees resolves all remaining claims whatsoever including, but not limited to, attorneys' fees and any other claims for compensation for the taking of Parcels 197/897, apportionment against any party having in this case having a property interest, costs, expert witness fees and costs relating to apportionment, supplemental proceeding under §73.092(2), *Fla. Stat.*, and all other costs or claims whatsoever of Respondent.

7. That this Court shall retain jurisdiction to enforce the terms and provisions contained herein.

DONE AND ORDERED in Chambers at Orange County, Florida, on this _____ day of _____, 2018.

Keith A. Carsten, Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on _____, a true and correct copy of the foregoing has been filed electronically with the Clerk and copies have been electronically furnished to the parties on the attached Schedule A.

Judicial Assistant/Attorney

Schedule "A"

Counsel for Central Florida Expressway Authority

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jdelaagarza@mateerharbert.com
dmalinowski@mateerharbert.com
cchrisman@mateerharbert.com

and

Linda Brehmer Lanosa, Esq.
Central Florida Expressway Authority
4794 ORL Tower Road
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Linda.lanosa@cfxway.com
Mala.Iley@CFXWay.com

Counsel for Project Orlando, LLC

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Kurtis T. Bauerle, Esq.
Edgar Lopez, Esq.
Harris Harris Bauerle Ziegler Lopez
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rebecca@hhbzlflorida.com
evelyn@hhbzlflorida.com

Counsel for PSP/MRC Debt Portfolio S-1, L.P.

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Gregory P. Brown, Esq.
Hill, Ward & Henderson, P.A.
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Tampa, Florida 33602
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Erik.raines@hwhlaw.com
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Counsel for RFT Trust, LLC

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Matthew@simringlaw.com

Counsel for Vickie Davis d/b/a Bay Hills Equestrian Center

A. Kurt Ardaman, Esq.
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Winter Park, Florida 32789
ardaman@fishbacklaw.com
crconley@fishbacklaw.com
michellel@fishbacklaw.com

IN THE CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY f/k/a ORLANDO-ORANGE
COUNTY EXPRESSWAY AUTHORITY,
a body politic and corporate, and an agency
of the state under the laws of the State of Florida,

CASE NO.: 2014-CA-5589-O
Parcels: 197/897, 230, 257 & 267

Petitioner,

v.

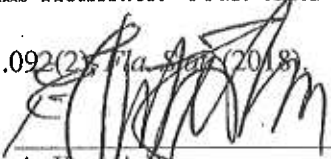
PROJECT ORLANDO, LLC, a Florida limited
Liability company; et al.,

Respondents.

**JOINT MOTION FOR ENTRY OF STIPLUATED
FINAL ORDER TAXING ATTORNEYS' FEES**

The Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY, and Respondent,
VICKIE DAVIS d/b/a BAY HILLS EQUESTRIAN CENTER, parties to this action, by and
through their undersigned attorneys, respectfully request this Honorable Court enter a Stipulated
Agreed Order Final Taxing Attorneys' Fees pursuant to § 73.092(2), Fla. Stat. (2018).

Jay W. Small
Fla. Bar No.: 0562890
jsmall@mateerharbert.com
James R. Lussier
Fla. Bar No.: 362735
jlussier@mateerharbert.com
Brian L. Wagner
Fla. Bar No.: 142727
bwagner@mateerharbert.com
Mateer & Harbert, P.A.
225 E. Robinson Street, Ste. 600
Orlando, Florida 32801
Counsel for Petitioner
Dated: _____



A. Kurt Ardaman
Fla. Bar No.: 434094
ardaman@fishbacklaw.com
Christopher R. Conley
Fla. Bar No.: 43589
cconley@fishbacklaw.com
Fishback, Dominick, Bennett,
Ardaman, Ahlers, Langley &
Geller, LLP
1947 Lee Road
Winter Park, Florida 32789
Counsel for Respondent, Vickie Davis
d/b/a Bay Hills Equestrian Center
Dated: _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on _____, a true and correct copy of the foregoing has been filed electronically with the Clerk using the E-portal, which will send an email notification to the following parties on the attached Schedule "A."

/s/ Jay W. Small

JAY W. SMALL

Florida Bar Number 562890

Primary: jsmall@mateerharbert.com

Secondary: jdelagarza@mateerharbert.com

Secondary: dmalinowski@mateerharbert.com

JAMES R. LUSSIER

Florida Bar Number 362735

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Mateer & Harbert, P.A.

225 East Robinson Street, Suite 600

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Orlando, Florida 32802-2854

Telephone: (407) 425-9044

Schedule "A"

Counsel for Project Orlando, LLC

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Counsel for RFT Trust, LLC

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Counsel for Vickie Davis d/b/a Bay Hills Equestrian Center

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1947 Lee Road
Winter Park, Florida 32789
ardaman@fishbacklaw.com
crconley@fishbacklaw.com
michellel@fishbacklaw.com



MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0083
Right of Way Committee Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel *Sybil Orsini*

DATE: February 6, 2018

RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 166 (Reid-Diane Maxwell)
Proposed Negotiated Settlement Agreement
Date of Good Faith Deposit: June 9, 2014

Shutts & Bowen LLP, Right of Way Counsel, seeks the recommendation of the Right of Way Committee for approval by the CFX Board of a negotiated settlement between Diane Maxwell ("Ms. Maxwell" or the "Tenant") and the Central Florida Expressway Authority (the "CFX") related to the leasehold interest of Diane Maxwell in the acquisition of Parcel 166 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203, in Orange County, Florida.

DESCRIPTION AND BACKGROUND

On December 14, 2017, David W. Holloway, Esq., served a Proposal for Settlement and Reverse Offer of Judgment as to the interest of Diane Maxwell, a previous tenant on Parcel 166, in the amount of five hundred dollars (\$500). This is the final interest in this parcel which was resolved with the fee owner by means of a Stipulated Final Judgment entered on March 21, 2017.

According to the tenant's counsel, Ms. Maxwell's claim is based upon the value of her leasehold and tenant owned improvements that were acquired by CFX. Mr. Holloway asserts that Ms. Maxwell was paying \$510 per month rent for the subject property which was below the market rent of at least \$1,000 per month. According to Ms. Maxwell, prior to moving to the subject property, she was paying \$910 per month for her former property. During her tenancy at the subject property, Ms. Maxwell planted a small tree which remained on the property when she vacated. She also left her refrigerator and her microwave on site. Mr. Holloway asserts that appliances are frequently bought and sold with residential real estate and he contends that a strong argument could be made that they were not personal property because they contributed to the value of the real estate and would sell as part of the real estate in a market transaction. Accordingly, he maintains that Ms. Maxwell is entitled to recover full compensation for the

refrigerator, microwave and the tree and at least one month of rent differential between the market rent of at least \$1,000 and her actual rent of \$510.

While the claim for the tenant's property is questionable, a case could be made for the bonus value of Ms. Maxwell's lease based upon the rent differential. Payment of \$500 to Ms. Maxwell eliminates additional fees and costs to resolve this final claim related to this parcel. Mr. Holloway, who has disclaimed the interests for the other tenants he represented with respect to this parcel, has provided invoices for his time totaling \$5,775.00, however, following negotiations, he has agreed to accept \$3,000 as full payment for all attorney's fees and litigation costs. There were no expert fees incurred by Ms. Maxwell. A copy of Mr. Holloway's invoice is attached as Exhibit "A".

Attached as Exhibit "B" is the proposed settlement agreement which resolves this matter for a total settlement of \$3,500, including all claims of compensation for Ms. Maxwell related to Parcel 166 and all attorneys' fees, litigation costs and expert fees. This settlement will eliminate further risk and unnecessary expenses, including the payment of attorneys' fees at an hourly rate, that the CFX will ultimately incur with further litigation to resolve this matter. It is in the best interest of the CFX to accept this settlement.

RECOMMENDATION

We respectfully request that the Right of Way Committee recommend that the CFX Board approve the proposed total settlement of \$3,500 as to all claims for compensation and all attorneys' fees and litigation costs in the resolution of Ms. Maxwell's leasehold interest claim as to Parcel 166.

ATTACHMENTS

Exhibit "A" – Attorney Fee Invoice
Exhibit "B" – Settlement Agreement

EXHIBIT "A"

**DIANE MAXWELL
WEKIVA PARKWAY PARCEL #166**

DATE	INITIALS	DESCRIPTION	TIME	RATE	AMOUNT
4/22/2014	DWH	telephone call from Diane Maxwell re lawsuit; review project	1.20	\$350	\$420.00
4/23/2014	DWH	meet with Diane Maxwell	2.50	\$350	\$875.00
5/14/2014	DWH	review Petition, Notice of Lis Pendens, and other initial pleadings; review Answer of tax collector and begin work on Answer	2.50	\$350	\$875.00
5/15/2014	DWH	finalize Answer, draft Notice of Non-Availability and Designation of E-Mail Addresses	1.50	\$350	\$525.00
5/15/2014	MR	scan, e-file and e-serve Answer, Designation of E-Mail Addresses and Notice of Non-Availability; prepare copies for mailing	0.40	\$125	\$50.00
5/25/2017	DWH	email from Mary Farmer; review file; respond to email	0.80	\$400	\$320.00
6/15/2017	DWH	review relocation benefits documentation	1.20	\$400	\$480.00
8/5/2014	DWH	phone call from Diane Maxwell	0.50	\$400	\$200.00
8/17/2017	DWH	receipt of email from Mry Farmer re relocation benefits and dismissal of claim	0.20	\$400	\$80.00
8/24/2017	JR	email from and to Mary Farmer enclosing Disclaimer of Interest; telephone call to DWH	0.50	\$125	\$62.50
8/28/2017	DWH	review Disclaimer of Interest	0.30	\$400	\$120.00
8/30/2017	JR	review property appraisers records	0.30	\$125	\$37.50
9/1/2017	DWH	letter to client re dismissal of case	0.30	\$400	\$120.00
9/6/2017	JR	email from and to Mary Farmer re status; check USPS website for delivery status; arrange for re-delivery attempt	0.50	\$125	\$62.50
11/3/2017	JR	emails from and to Mary Farmer	0.20	\$125	\$25.00
11/8/2017	JR	email to and from Mary Farmer re Disclaimer of Interest	0.20	\$125	\$25.00
12/5/2017	JR	email from Mary Farmer; office conference with DWH	0.20	\$125	\$25.00
12/13/2017	DWH	review file; telephone calls to and from client	1.50	\$400	\$600.00
12/14/2017	JR	draft Reverse Offer of Judgment and Notice of Service	0.50	\$125	\$62.50
12/14/2017	DWH	review pleadings	0.20	\$400	\$80.00
12/14/2017	JR	email to David Shontz, Esquire; e-file and e-serve Notice of Offer of Judgment; update pleadings index	0.40	\$125	\$50.00
12/14/2017	DWH	telephone calls to client; email to David Shontz, Esquire re negotiations	1.10	\$400	\$440.00
1/12/2018	DWH	email to and from David Shontz, Esquire; telephone call to client	0.60	\$400	\$240.00
TOTAL					\$5,775.00

EXHIBIT "B"

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

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

Petitioner,

v.

CASE NO.: 2014-CA-003698-O

DARRELL D. REID and KATIE J. REID, et al.,

Parcel 166 – Diane Maxwell

Respondents.

Subdivision 39

SETTLEMENT AGREEMENT

During settlement negotiations, Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY (referred to as "Petitioner" or "CFX"), and Respondent, DIANE MAXWELL (referred to as "Respondent"), reached the following Settlement Agreement:

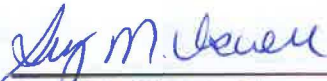
1. Petitioner will pay to Respondent the sum of FIVE HUNDRED AND NO/100 DOLLARS exactly (\$500.00) in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 166, including statutory interest and all claims related to real estate and business damages, if any.
2. Petitioner will pay to David W. Holloway, Esquire, of David Holloway, PA, the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00), in full settlement of all attorneys' fees and litigation costs and all experts' fees and costs incurred on behalf of the Respondent in this matter.
3. Petitioner will pay to the Trust Account of David W. Holloway, PA, the total sum of THREE THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00). David W. Holloway, Esq. and David W. Holloway, PA, will be responsible for the apportionment of the above-referenced amounts.
4. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.
5. Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

6. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board.

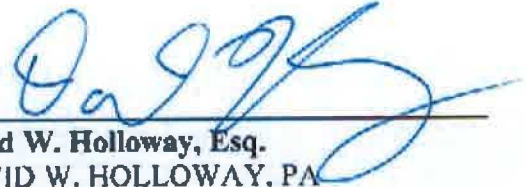
7. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 166, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.

8. Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, Florida Statutes.

9. This Settlement Agreement, executed by the counsel for the parties listed below on this 6th day of February, 2018, contains all the agreements of the parties.



for **David A. Shontz, Esq.**
SHUTTS & BOWEN LLP
Counsel for Petitioner,
Central Florida
Expressway Authority




David W. Holloway, Esq.
DAVID W. HOLLOWAY, PA
Counsel for Respondent,
Diane Maxwell



MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0140
 Right of Way Committee Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel 

DATE: February 8, 2018

RE: State Road 429 Wekiva Parkway, Project 429-205; Parcel 289 (Shollenberger)
 Date of Good Faith Deposit: August 10, 2015
 Proposed Mediated Settlement Agreement

Shutts & Bowen LLP, Right of Way Counsel, seeks the recommendation of the Right of Way Committee for approval by the CFX Board of a mediated settlement between Lee and Jennifer Shollenberger (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 289 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-205.

DESCRIPTION AND BACKGROUND

Parcel 289 is a fee simple whole taking of 10.078 acres, consisting of Part A containing 8.250 acres for limited access right-of-way, and Part B containing 1.828 acres for right-of-way purposes. The property is located approximately 1,220 feet north of Haas Road and east of Plymouth Sorrento Road in Apopka, Orange County, Florida. Access to the property from Haas Road is via a 60-foot strip, the east 15 feet of which is owned in fee simple, encumbered by ingress/egress cross-easements.

The subject property was the homestead for Mr. and Mrs. Shollenberger and Mrs. Shollenberger's elderly mother. The property is improved with a 2,608 sf, 3 bedroom, 2 bath, single-family residence and a 1,000 sf 1 bedroom and 1 bathroom guest cottage that is fully wheelchair accessible. Additional improvements include a detached, 5-car garage of approximately 1,550 sf, a shell/dirt driveway, submersible pump and well, a second large well with pump house used for irrigation, a septic system, numerous animal pens, a portable 10' x 14' storage shed, field wire fencing and cross fencing, and metal and aluminum farm gates. The property is zoned A-2, Farmland Rural District by Orange County.

CFX APPRAISAL

David Hall of Bullard, Hall & Adams, Inc. appraised the property on behalf of the Central Florida Expressway Authority. The date of his most recent updated report is September 9, 2015. Mr. Hall opined the highest and best use of the property is for rural residential development, with the continued use of the existing improvements for single family residential use over their remaining economic life.

Mr. Hall used six (6) land sales that are similar to the subject property with the highest and best use for rural residential development. These sales ranged in size from 2.81 acres to 10.82 acres, with prices ranging from \$25,416 to \$30,021 per acre, and with adjusted prices ranging from \$21,604 to 28,520. Mr. Hall reconciled the subject property land value at \$28,000 per acre. Mr. Hall then analyzed sales of three (3) similar single-family residences to determine the unit value of the sales based on the square foot area of the improvements. The three sales ranged in adjusted price per square foot of \$103.32 to \$105.03. Mr. Hall estimated the market value for the subject improvements at \$105.00 per sf. Accordingly, Mr. Hall valued the whole taking of the subject property to be \$556,100 as follows: 10.078 acres x \$28,000/acre = \$282,200 for land value and 2,608 sf living area x \$105/sf = \$273,900 for the improvements.

In addition to the property valuation, the Shollenberger's were entitled to a Replacement Housing Payment under the Uniform Act in the amount of \$125,690.19 (based upon the initial appraisal report amount of \$543,000) for a total of **\$668,690.19**.

OWNERS CLAIM

Kurt Bauerle, Esquire, represented Mr. and Mrs. Shollenberger. Mr. Bauerle did not commission a formal appraisal of the property in an effort to mediate the case with minimal experts fees incurred. Mr. Bauerle argued the total compensation due to the Shollenbergers was \$1,700,000. In support of his demand, Mr. Bauerle contended that the CFX appraisal failed to adequately compensate the Owners for value of the 1,000 sf fully handicapped-accessible guest cottage where Mrs. Shollenberger's elderly mother resided. Additionally, the improvements were under-valued and did not adequately compensate the Shollenbergers to obtain replacement housing. Mr. Bauerle further argued that appraisals completed for similar adjacent properties concluded to a significantly higher per acre value.

After a full day mediation on January 18, 2018, the parties successfully negotiated a settlement in the total amount of \$795,134 as full settlement of all claims for compensation for Parcel 289 and its improvements, and including full settlement of any and all claims and/or apportionment claims as to any interest held by Mr. and Mrs. Shollenberger in Parcels 287/887 and Parcel 890. CFX will receive a credit of \$543,000 for the good faith deposit previously made to the Court Registry. In addition, CFX agreed to pay \$85,558.50 for statutory attorneys' fees and costs and \$0 for experts' fees and costs, subject to apportionment claims, if any.

For the above-cited reasons, Right of Way counsel requests the Right of Way Committee recommend to the CFX Board the settlement of the underlying property owners' compensation, all attorneys' fees and experts' fees and costs in the total amount of \$880,692.50, less the

\$543,000 previously deposited. Settlement of any and all claims for Parcel 289, as well as any interest in Parcel 287/887 and Parcel 890 will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of this condemnation action.

REQUESTED ACTION

We respectfully request that the Right of Way Committee recommend that the CFX Board approve the proposed total settlement of \$880,692.50 in settlement of all claims for compensation for the acquisition of Parcel 289, any claims or interest in Parcels 287/887 and Parcel 890, and all attorneys' fees and litigation costs and experts' fees and costs.

ATTACHMENTS

- Exhibit "A" – Sketch of Legal Description of the Subject Property
- Exhibit "B" – Photographs of the Subject Property
- Exhibit "C" – Mediated Settlement Agreement

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205

PARCEL NO. 289
PURPOSE: PART A LIMITED ACCESS RIGHT-OF-WAY
PURPOSE: PART B RIGHT-OF-WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 289 - PART A LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 03°30'34" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 688.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°30'34" EAST ALONG SAID EAST LINE, A DISTANCE OF 548.06 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 653.12 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°35'13" WEST ALONG A LINE 10.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 552.94 FEET TO A POINT; THENCE DEPARTING SAID PARALLEL LINE, RUN SOUTH 89°29'44" EAST, A DISTANCE OF 654.10 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 8.250 ACRES, MORE OR LESS.

TOGETHER WITH:

A NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 30 FEET OF THE SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SOUTHEAST 1/4 AND TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 30 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION, AS DESCRIBED IN THAT CERTAIN DEED OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3099, PAGE 255, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RECORDED ON MARCH 03, 1980. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ACCESS OVER THE FOLLOWING DESCRIBED PROPERTY AS SET FORTH RECIPROCAL EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3396, PAGE 1421, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. THE WEST 15 FEET OF THE EAST 30 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST.

AS DESCRIBED IN OFFICIAL RECORDS BOOK 4585, PAGE 3311 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
DATE: APRIL 11, 2013
PROJECT NO.: P04-04
DRAWN: DPW CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 289



GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205

PARCEL NO. 289
PURPOSE: PART A LIMITED ACCESS RIGHT-OF-WAY
PURPOSE: PART B RIGHT-OF-WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 289 - PART B RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 03°30'34" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 618.35 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°30'34" EAST ALONG SAID EAST LINE, A DISTANCE OF 70.10 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°29'44" WEST, A DISTANCE OF 654.10 FEET TO A POINT; THENCE SOUTH 03°35'13" EAST ALONG A LINE 10.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 552.94 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID PARALLEL LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 10.01 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 03°35'57" EAST ALONG SAID WEST LINE, A DISTANCE OF 1217.23 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HAAS ROAD PER OFFICIAL RECORDS BOOK 98, PAGE 436 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 88°09'18" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 15.01 FEET TO A POINT ON THE WEST LINE OF THE EAST 15 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN NORTH 03°35'57" WEST ALONG SAID WEST LINE, A DISTANCE OF 1217.47 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 03°35'13" WEST ALONG THE WEST LINE OF THE EAST 15 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 623.23 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°29'44" EAST ALONG SAID NORTH LINE, A DISTANCE OF 679.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.828 ACRES, MORE OR LESS.

TOGETHER WITH:

A NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 30 FEET OF THE SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SOUTHEAST 1/4 AND TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 30 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION, AS DESCRIBED IN THAT CERTAIN DEED OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3099, PAGE 255, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RECORDED ON MARCH 03, 1980. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ACCESS OVER THE FOLLOWING DESCRIBED PROPERTY AS SET FORTH RECIPROCAL EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3396, PAGE 1421, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. THE WEST 15 FEET OF THE EAST 30 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST.

AS DESCRIBED IN OFFICIAL RECORDS BOOK 4585, PAGE 3311 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: APRIL 11, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

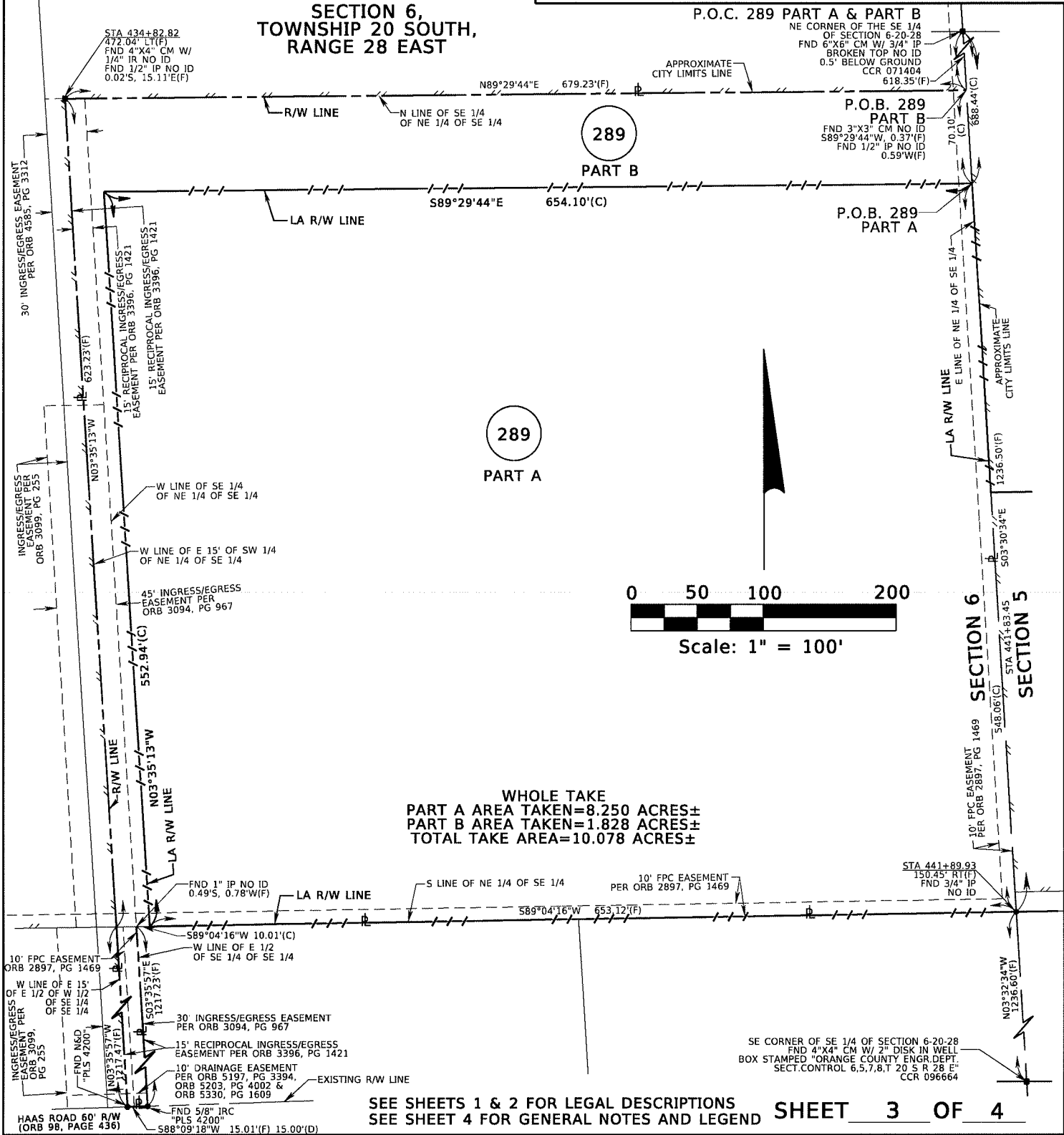
STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 289



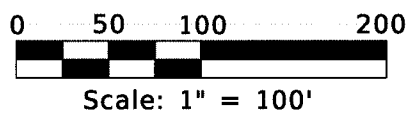
GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

**SECTION 6,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST**



WHOLE TAKE
PART A AREA TAKEN=8.250 ACRES±
PART B AREA TAKEN=1.828 ACRES±
TOTAL TAKE AREA=10.078 ACRES±



SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND **SHEET 3 OF 4**

**FOR: ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY**
 DATE: APRIL 11, 2013
 PROJECT NO.: P04-04
 DRAWN: DPW CHECKED: JMS

**STATE ROAD 429
 OOCEA PROJECT NO. 429-205
 PARCEL NO. 289**

 **GEODATA CONSULTANTS, INC.**
SURVEYING & MAPPING
 2700 WESTHALL LANE
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 LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LT	= LEFT
(D)	= DEED	N:	= NORTHING
(F)	= FIELD	N&D	= NAIL AND DISK
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CM	= CONCRETE MONUMENT	ORB	= OFFICIAL RECORDS BOOK
DB	= DEED BOOK	⊥	= PROPERTY LINE
E:	= EASTING	PG	= PAGE
FPC	= FLORIDA POWER CORPORATION	P.O.B.	= POINT OF BEGINNING
FND	= FOUND	P.O.C.	= POINT OF COMMENCEMENT
ID	= IDENTIFICATION	RT	= RIGHT
IP	= IRON PIPE	R/W	= RIGHT OF WAY
IR	= IRON ROD	STA	= STATION
IRC	= IRON ROD AND CAP	W/	= WITH
LA	= LIMITED ACCESS		

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 RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 03°30'34" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED NOVEMBER 30, 2012, FILE NO. 2037-2864623, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

REVISED PARCELS	DPW	11/18/2013
REVISED PARCELS	DPW	11/06/2013
REVISED PER COMMENTS	DPW	05/23/2013
REVISION	BY	DATE

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

[Signature] 11-21-13
H. Paul deVivero, Professional Land Surveyor No. 4990 DATE

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DATE: APRIL 11, 2013
PROJECT NO.: P04-04
DRAWN: DPW CHECKED: JMS

**STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 289**



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**PHOTOGRAPHS OF SUBJECT
PARCEL 289**



1. LOOKING WEST AT THE FRONTAGE ALONG HAAS ROAD



2. LOOKING NORTH AT THE ACCESS DRIVEWAY FROM HAAS ROAD

**PHOTOGRAPHS OF SUBJECT
PARCEL 289**



3. LOOKING NORTHEAST AT THE SINGLE FAMILY RESIDENCE



4. LOOKING SOUTH AT THE REAR OF THE RESIDENCE

**PHOTOGRAPHS OF SUBJECT
PARCEL 289**



5. LOOKING NORTHWEST AT THE GUEST COTTAGE

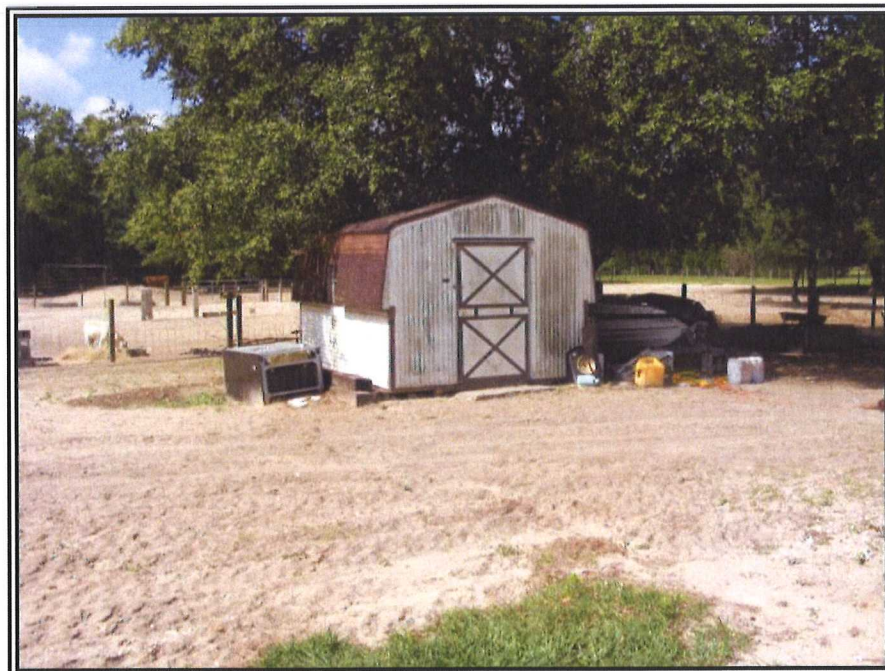


6. LOOKING SOUTHEAST AT THE REAR OF THE GUEST COTTAGE

**PHOTOGRAPHS OF SUBJECT
PARCEL 289**



7. LOOKING NORTH AT THE DETACHED GARAGE



8. LOOKING SOUTH AT THE STORAGE SHED

**PHOTOGRAPHS OF SUBJECT
PARCEL 289**



9. LOOKING SOUTHEAST AT THE ANIMAL PENS



AERIAL PHOTO
PARCEL 289

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

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

CASE NO: 2015-CA-005566

Subdivision 39

Petitioner,

Parcel 289

vs.

Lee H. Shollenberger,
Jennifer E. Shollenberger et. al.

Respondent(s).

MEDIATED SETTLEMENT AGREEMENT

At the Mediation Conference held on Jan. 18, 2018, the parties reached the following Settlement Agreement:

1. Petitioner will pay to Respondent(s), Lee and Jennifer Shollenberger (referred to as "Respondent") the sum of Seven Hundred Ninety-Five Thousand One Hundred Thirty-Four Dollars exactly (\$ 795,134), in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 289, including statutory interest and all claims related to real estate and business damages, if any, but excluding attorney's fees and expert witness costs. The settlement sum may be subject to claims of apportionment by any party in this case having a property interest in or a lien on the subject property. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of Five Hundred Forty-Three Thousand Dollars (\$ 543,000.00). Within thirty days (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of Two Hundred Fifty-Two Thousand One Hundred Thirty-Four Dollars exactly (\$ 252,134.00), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case.

2. In addition to the settlement amount referenced in Paragraph 1 of this Settlement Agreement, Petitioner will pay to the trust account of Respondent's attorney the sum of Eighty-Five Thousand Five Hundred Fifty-Eight and 50/100 Dollars (\$ 85,558.50) in full settlement and satisfaction of all attorney's fees, including all fees related to monetary benefits, non-monetary benefits, and all law firm litigation costs in this case, but excluding supplemental proceedings related to apportionment, if any.

3. In addition to the above-referenced settlement sum and the above-referenced attorney's fees and law firm litigation costs, Petitioner will pay to the trust account of Respondent's attorney the sum of Zero Dollars (\$ 0) in full settlement and satisfaction of all expert witness fees and costs incurred by Respondent in this case, subject to review and confirmation that each invoice submitted by Respondent's experts was necessary and reasonable. The expert fees are as follows:

4. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.

5. Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

6. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board.


7. The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.

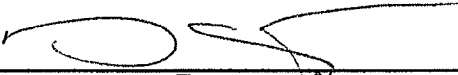
8. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 289,890, 287/887, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.


9. Respondent shall execute and deliver to the undersigned counsel for the Central Florida Expressway Authority the Public Disclosure Affidavit of Interests in Real Property as required by Section 286.23, *Florida Statutes* (2016).


10. Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, *Florida Statutes*.


11. This Settlement Agreement, executed by the parties and their counsel on this 18th day of January, ~~2017~~, 2018, contains all the agreements of the parties.



Print Name: Linda S.B. Lanosa
Central Florida Expressway Authority


Print Name: David A. Shantz
Counsel for CFX


Print Name: L.M. WATSON JR
Mediator


Print Name: Jennifer Shollenberger
Owner


Print Name: Lee H. Shollenberger
Owner


Print Name: Kurt Beuerle
Attorney for Owner



MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0178
Right of Way Committee Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: February 7, 2018 *By: [Signature]*

RE: State Road 453 Wekiva Parkway, Project 429-206; Parcel 328 (Solid LLC)
Proposed Mediated Settlement Agreement
Date of Good Faith Deposit: September 18, 2015

Shutts & Bowen LLP, Right of Way Counsel, seeks the recommendation of the Right of Way Committee for approval by the CFX Board of a proposed settlement between Solid LLC, a Florida limited liability company (the "Owner") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 328 (the "Taking" or "Property") for the construction of State Road 453 Wekiva Parkway, Project 429-206, in Lake County, Florida.

DESCRIPTION AND BACKGROUND

Parcel 328 is a fee simple whole taking consisting of Part A, containing approximately 5.001 acres for right-of-way purposes, and Part B, containing approximately 0.651 acres for use as limited access right-of-way. The property is located on the south side of State Road 46 east of Round Lake Road in unincorporated Lake County, Florida.

The parent tract of 5.65+/- acres, all of which is uplands and usable for development purposes, is improved with a 2,105 S.F. single-family residence in poor condition that was constructed in 1960. The site improvements include a detached garage with two carports, perimeter wood and wire fencing, a metal gate and septic tank.

The property is zoned CP, Planned Commercial, by Lake County, with a future land use of Regional Office, by Lake County. The subject property lies within the Wekiva Study Area and the City of Mount Dora-Lake County Joint Planning Area.

CFX APPRAISAL REPORT

Walter N. Carpenter, Jr., of Pinel & Carpenter, Inc., appraised the property on behalf of the Central Florida Expressway Authority. Mr. Carpenter opined the highest and best use of the

property as improved was for renovation of the existing improvements for an appropriate office/commercial use consistent with the 2008 set of Remodel & Addition Plans prepared by property owner for conversion of the existing single-family improvements into a commercial office space.

Mr. Carpenter used three (3) vacant land sales and a contract on another property (which later closed) with similar highest and best uses. These sales ranged in price from \$1.39 to \$1.97 per sf with the contract property at \$1.29 per sf. Mr. Carpenter reconciled the value of the property at \$1.30 per sf to arrive at a land value of \$370,000. Mr. Carpenter then utilized the Marshall Valuation Service to determine the value of the improvements and depreciation to arrive at the depreciated value of the subject property's improvements of \$46,596 or \$47,000 rounded. Thus, Mr. Carpenter concluded that the market value for the fee simple taking of Parcel 328 to be \$417,000.

OWNER APPRAISAL REPORT

The Owner is represented by Raymer F. Maguire, III, Esquire. Richard C. Dreggors, of Calhoun, Dreggors & Associates, Inc. appraised the property on behalf of the Owner. Mr. Dreggors relied upon information provided by land planners, Ed Williams and Gary Beliveau, and economist Joshua Harris. Mr. Dreggors agreed the zoning and land use of the Subject Property is CP, Planned Commercial District, by Lake County, and that the property is located within the Joint Planning Area for Lake County and the City of Mount Dora. Mr. Dreggors opined that the highest and best of the property was for highway related commercial uses.

Based upon the information provided by Messrs. Williams, Beliveau and Harris, Mr. Dreggors concluded that the current future land use designation of Regional Office was imposed as a direct result of the Wekiva Parkway project and related legislation to safeguard the environmentally sensitive Wekiva River area which caused value-depressing condemnation blight within the entire area. Thus, Mr. Dreggors opined that the current land use designation must be ignored and, as a result, any comparable sales within the area would reflect the depressed valuation and they should be excluded from consideration. Mr. Dreggors used five (5) land sales located outside the subject market area ranging in value from \$3.38 per sf to \$9.57 per sf, arriving at a value of \$3.75 per sf or \$922,900 for the Subject Property.

After a full day mediation on January 9, 2018, the parties agreed to continue settlement negotiations, finally reaching a settlement in the total amount of \$835,000.00 as full settlement of all claims for compensation for Parcel 328, including statutory interest, all claims related to real estate and business damages, severance damages, tort damages and all attorneys' fees and litigation costs and all experts' fees and costs, subject to apportionment claims, if any. Complicating negotiations was the fact that the lender, PNC Bank, National Association, had obtained a Final Judgment of Foreclosure on the property on March 28, 2012, but had not completed the foreclosure sale. Under the terms of the settlement, PNC Bank, National Association, is required to file a Disclaimer of Interest in the litigation. A copy of the executed Disclaimer is attached to the Settlement Agreement which is Exhibit C, hereto.

For the above-cited reasons, Right of Way counsel requests the Right of Way Committee recommend to the CFX Board the settlement of the underlying property owner's compensation, all attorneys' fees and litigation costs, and experts' fees and costs in the total amount of

\$835,000.00, less the \$367,000.00 previously deposited. Settlement of any and all claims for Parcel 328 will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action.

REQUESTED ACTION

We respectfully request that the Right of Way Committee recommend that the CFX Board approve the proposed total settlement of \$835,000.00 in settlement of all claims for compensation, which includes all attorneys' fees and litigation costs, and experts' fees and costs for the acquisition of Parcel 328.

ATTACHMENTS

- Exhibit "A" – Sketch of the Subject Property
- Exhibit "B" – Tax Map and Subject Photographs
- Exhibit "C" – Settlement Agreement

ORLDOCS 15939845 1

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

**PARCEL 328
PART A**

**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'52" East along the North line of the Northwest 1/4 of said Northwest 1/4, a distance of 650.08 feet; thence departing said North line, run South 00°30'06" West, a distance of 32.88 feet to a point on the Southerly right of way line of State Road 46 per FDOT Maintenance Map recorded in Road Plat Book 11, Page 1, Public Records of Lake County, Florida, said point being the POINT OF BEGINNING; thence run North 89°36'11" West, along said Southerly right of way, a distance of 352.94 feet; thence run South 85°23'36" East, a distance of 163.50 feet to a point of curvature of a curve to the left having a Radius of 2119.48 feet and a Central Angle of 07°38'51"; thence run Easterly along the Arc of said curve a distance of 282.89 feet (Chord Bearing = South 89°13'01" East, Chord Distance = 282.68 feet) to the end of said curve; thence South 82°25'38" East, a distance of 49.65 feet; thence North 86°21'19" East, a distance of 190.13 feet; thence South 78°38'57" East, a distance of 34.04 feet; thence South 20°24'47" East, a distance of 34.01 feet to the Northerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track Map V.3b Fla 5 and a point on a non-tangent curve to the right, concave Northwesterly having a Radius of 5679.65 feet and a Central Angle of 11°20'37"; thence run Southwesterly along the Arc of said curve and said Northerly right of way line a distance of 1124.47 feet (Chord Bearing = South 75°15'31" West, Chord Distance = 1122.63 feet) to the end of said curve; thence departing said Northerly right of way line, run North 00°30'06" East, a distance of 333.25 feet to the POINT OF BEGINNING.

Containing 5.001 acres, more or less.

Exhibit "A"

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

**PARCEL 328
PART B**

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'52" East along the North line of the said Northwest 1/4, a distance of 1002.51 feet; thence departing said North line, run South 00°23'08" East, a distance of 32.80 feet to a point on the Southerly right of way line of State Road 46, per FDOT Maintenance Map recorded in Road Plat Book 11, Page 1, Public Records of Lake County, Florida and the POINT OF BEGINNING; thence continue along the said Southerly right of way line the following five (5) courses: North 89°36'11" East, a distance of 127.89 feet; thence run South 00°23'49" East, a distance of 2.00 feet; thence North 89°41'09" East, a distance of 191.77 feet; thence North 86°14'32" East, a distance of 191.46 feet; thence North 82°56'17" East, a distance of 204.29 feet to the aforementioned North line of the said Northwest 1/4; thence departing said Southerly right of way line, run North 89°36'52" East along said North line, a distance of 242.15 feet to the Northerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track Map V.3b Fla 5; thence departing said North line of Northwest 1/4, run South 67°42'49" East along said Northerly right of way line a distance of 57.09 feet to a point of curvature, concave to the Northwest, having a Radius of 5679.65 feet and a Central Angle of 01°52'24"; thence run Southeasterly along the Arc of said curve continuing along said Northerly right of way line, a distance of 185.71 feet (Chord Bearing = South 68°39'01" West, Chord Distance = 185.70 feet) to the end of said curve; thence departing said Northerly right of way line, run North 20°24'47" West, a distance of 34.01 feet; thence run North 78°38'57" West, a distance of 34.04 feet; thence run South 86°21'19" West, a distance of 190.13 feet; thence run North 82°25'38" West, a distance of 49.65 feet to a point on a non-tangent curve concave Northerly having a Radius of 2119.48 feet and a Central Angle of 07°38'51"; thence run Westerly along the Arc of said curve a distance of 282.89 feet (Chord Bearing = North 89°13'01" West, Chord Distance = 282.68 feet) to point of tangency; thence run North 85°23'36" West, a distance of 163.50 feet to the POINT OF BEGINNING.

Containing 0.651 acres, more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.

PARCEL: 328
SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST

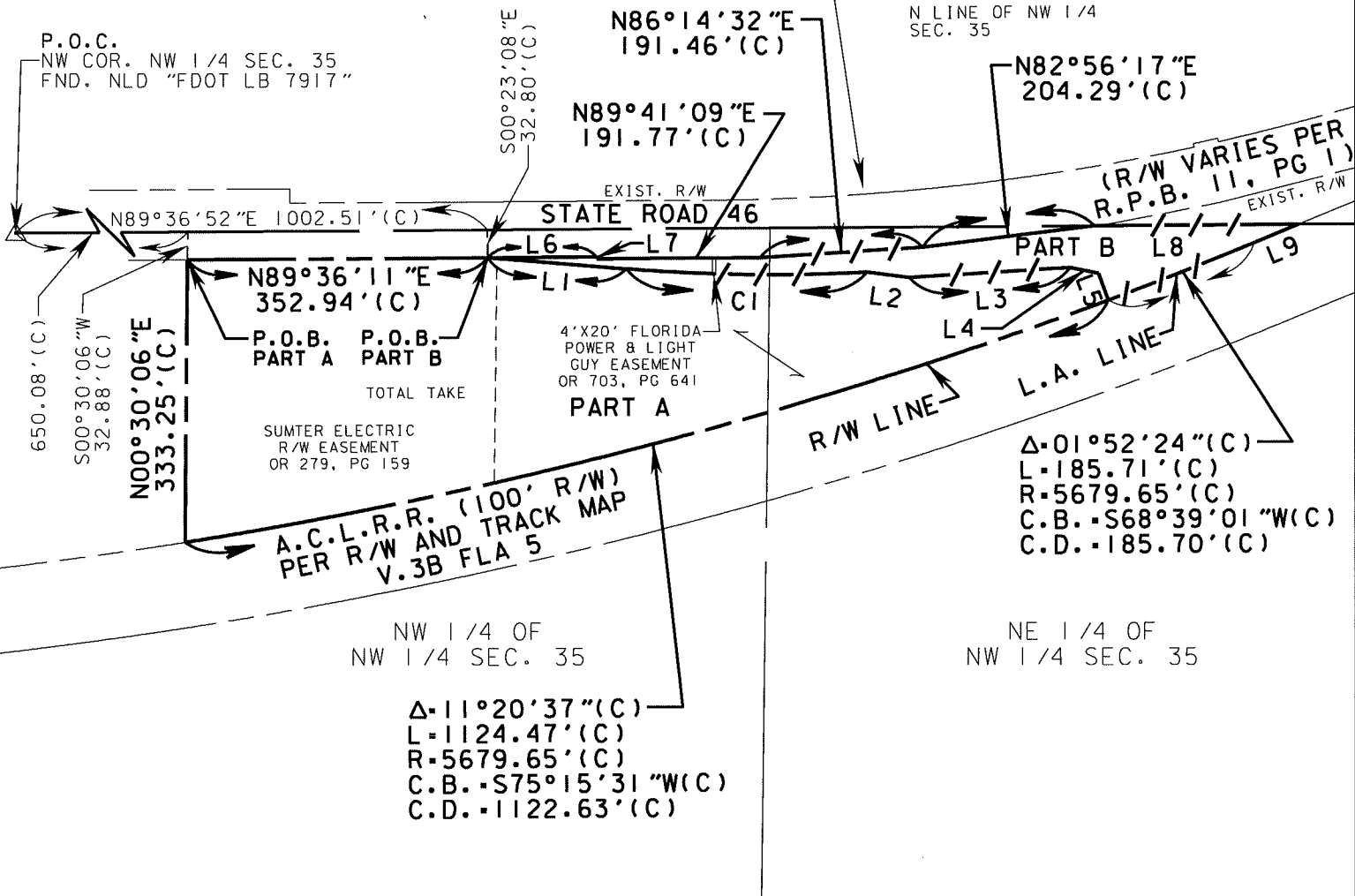


CI:
 Δ -07°38'51"(C)
 L-282.89'(C)
 R-2119.48'(C)
 C.B.-S89°13'01"E(C)
 C.D.-282.68'(C)

- L1 - S85°23'36"E 163.50'(C)
- L2 - S82°25'38"E 49.65'(C)
- L3 - N86°21'19"E 190.13'(C)
- L4 - S78°38'57"E 34.04'(C)
- L5 - S20°24'47"E 34.01'(C)
- L6 - N89°36'11"E 127.89'(C)
- L7 - S00°23'49"E 2.00'(C)
- L8 - N89°36'52"E 242.15'(C)
- L9 - S67°42'49"E 57.09'(C)

P.O.C.
 NW COR. NW 1/4 SEC. 35
 FND. NLD "FDOT LB 7917"

N LINE OF NW 1/4
 SEC. 35



650.08'(C)
 S00°30'06"W
 32.88'(C)
 N00°30'06"E
 333.25'(C)

N89°36'11"E
 352.94'(C)
 P.O.B. PART A
 P.O.B. PART B
 TOTAL TAKE

SUMTER ELECTRIC
 R/W EASEMENT
 OR 279, PG 159

4'X20' FLORIDA
 POWER & LIGHT
 GUY EASEMENT
 OR 703, PG 641

A.C.L.R.R. (100' R/W)
 PER R/W AND TRACK MAP
 V.3B FLA 5

NW 1/4 OF
 NW 1/4 SEC. 35

Δ -11°20'37"(C)
 L-1124.47'(C)
 R-5679.65'(C)
 C.B.-S75°15'31"W(C)
 C.D.-1122.63'(C)

N86°14'32"E
 191.46'(C)

N89°41'09"E
 191.77'(C)


N82°56'17"E
 204.29'(C)

(R/W VARIES PER
 R.P.B. 11, PG 1)

Δ -01°52'24"(C)
 L-185.71'(C)
 R-5679.65'(C)
 C.B.-S68°39'01"W(C)
 C.D.-185.70'(C)

NE 1/4 OF
 NW 1/4 SEC. 35

SEE SHEETS 1 AND 2 OF 4 FOR LEGAL DESCRIPTION
 SEE SHEET 4 OF 4 FOR NOTES AND LEGEND
 THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH		STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
		DRMP PROJECT NO. 12-0150.000		SHEET 3 OF 4		DATE: 06/19/14	
		REVISE LEGAL		ALQ 05/15		SCALE: 1" = 200'	
		TOTAL TAKE		CWW 11/14		CHECKED: ALQ	
		PER COMMENTS		CWW 9/14		DRAWN: JSG	
REVISION	BY	DATE	REVISION	BY	DATE	SKETCH PREPARED BY  DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

PARCEL : 328



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 89°36'52" EAST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
4. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4886929, DATED JULY 16, 2014.

LEGEND:

- | | |
|---|--------------------------------|
| A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD | M.B. = MAP BOOK |
| (C) = CALCULATED DATA | OR = OFFICIAL RECORDS BOOK |
| C.B. = CHORD BEARING | PL = PROPERTY LINE |
| C.D. = CHORD DISTANCE | P.O.B. = POINT OF BEGINNING |
| COR. = CORNER | P.O.C. = POINT OF COMMENCEMENT |
| CM = CONCRETE MONUMENT | No. = NUMBER |
| (D) = DEED DATA | PG = PAGE |
| EXIST. = EXISTING | R = RADIUS |
| FND. = FOUND | REQ. = REQUIRED |
| FPC = FLORIDA POWER CORPORATION | R.P.B. = ROAD PLAT BOOK |
| I.D. = IDENTIFICATION | R/W = RIGHT-OF-WAY |
| IP = IRON PIPE | SEC. = SECTION |
| L = ARC LENGTH | Δ = CENTRAL ANGLE |
| L.A. = LIMITED ACCESS RIGHT-OF-WAY | |
| L.B. = LICENSED BUSINESS | |

SEE SHEET 3 OF 4 FOR
SKETCH OF DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)		
 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)		DRMP PROJECT NO. 12-0150.000	SHEET 4 OF 4	DATE: 06/19/14	
		REVISE LEGAL	ALQ	05/15	
		TOTAL TAKE	CWW	11/14	SCALE: 1" = 200'
		PER COMMENTS	CWW	9/14	CHECKED: ALQ
		REVISION	BY	DATE	DRAWN: JSG
		SKETCH PREPARED BY  DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648			

SUBJECT PHOTOGRAPHS



View of the north area of the parent tract and single family residence, facing southeast from State Road 46



View of the north area of the parent tract and single family residence, facing south from State Road 46

SUBJECT PHOTOGRAPHS (CONT.)



View of the north area of the parent tract and single family residence, facing east



View of the north area of the parent tract, facing northeast

PARCEL NO.: 328
OWNER: SOLID, LLC
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-206
CITY/COUNTY: UNINCORPORATED/LAKE

SUBJECT PHOTOGRAPHS (CONT.)



View of the northwest area of the parent tract, facing west



View of the central area of the parent tract, facing south

SUBJECT PHOTOGRAPHS (CONT.)



View of the central area of the parent tract, facing southwest



Interior view of the living room and bathroom of the single family residence

SUBJECT PHOTOGRAPHS (CONT.)



Interior view of a bedroom of the single family residence



Interior view of the single family residence garage

SUBJECT PHOTOGRAPHS (CONT.)



View of State Road 46 and the north border of the subject property, facing east



View of State Road 46, facing west

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR LAKE COUNTY, FLORIDA**

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

Petitioner,

v.

CASE NO.: 2015-CA-001201

DEBORAH DAY BRACELAND, et al.

Parcel 328 (Solid LLC)

Respondents.

Judge Hill

SETTLEMENT AGREEMENT

During settlement negotiations, Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY (referred to as "Petitioner" or "CFX"), and Respondent, SOLID LLC, a Florida limited liability company (referred to as "Respondent"), reached the following Settlement Agreement:

1. Petitioner will pay to Respondent the sum of EIGHT HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS exactly (\$835,000.00) in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 328, including statutory interest and all claims related to real estate and business damages, if any, tort damages, attorneys' fees and litigation costs, expert witness fees and costs, and any other claim. The settlement sum may be subject to claims of apportionment by any party in this case having a property interest in or a lien on the subject property.

2. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of THREE HUNDRED SIXTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$367,000.00). Within thirty (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of FOUR HUNDRED SIXTY-EIGHT THOUSAND AND NO/100 DOLLARS EXACTLY (\$468,000.00), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case. Additionally, a Clerk's Fee in the amount of ONE HUNDRED SEVENTY AND NO/100 DOLLARS (\$170.00) will be added to the settlement amount for processing the deposit through the Court Registry.

3. This Settlement Agreement is contingent upon PNC Bank, National Association's executing and delivering to the Central Florida Expressway Authority a Disclaimer of Interest in a form in substantial conformance with the attached Exhibit "A," disclaiming any interest held in the property.

4. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.

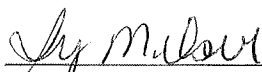
5. Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

6. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board.


7. SOLID LLC shall execute and deliver to the undersigned counsel for the Central Florida Expressway Authority the Public Disclosure Affidavit of Interests in Real Property as required by Section 286.23, *Florida Statutes* (2017).

8. Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, Florida Statutes.

9. This Settlement Agreement, executed by the counsel for the parties listed below on this 7th day of February, 2018, contains all the agreements of the parties.

for 

David A. Shontz, Esq.
SHUTTS & BOWEN LLP
Counsel for Petitioner,
Central Florida
Expressway Authority



Raymer F. Maguire, III, Esq.
MAGUIRE & LASSMAN, P.A.
Counsel for Respondent,
Solid LLC, a Florida limited liability
company

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR LAKE COUNTY, FLORIDA**

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

Petitioner,

v.

CASE NO.: 2015-CA-001201

DEBORAH DAY BRACELAND, et al.

Parcel 328 (Solid LLC)

Respondents.

Judge Hill

**NOTICE OF DISCLAIMER OF INTEREST BY
RESPONDENT, PNC BANK, NATIONAL ASSOCIATION**

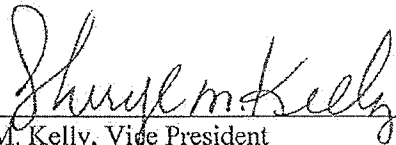
Comes now, the Respondent, PNC BANK, NATIONAL ASSOCIATION, successor by acquisition of RBC Bank (USA), successor by acquisition of Florida Choice Bank, by and through its undersigned officer and hereby files this Notice of Disclaimer of Interest in the above-referenced action and gives notice to all parties to this litigation that it no longer has an interest in the litigation and/or the condemnation proceeds relative to the Mortgage and Security Agreement recorded in Official Records Book 3016, Page 1687; in the Assignment of Rents and Leases recorded in Official Records Book 3016, Page 1693; or in the Final Judgment in Case Number 2011-CA-003355 recorded in Official Records Book 4144, Page 2022, in the Official Records of Lake County, Florida.

WHEREFORE, the Respondent, PNC BANK, NATIONAL ASSOCIATION, respectfully requests that it be removed from the service list and all notices of future proceedings may be without reference to the Respondent, PNC BANK, NATIONAL ASSOCIATION.

Exhibit "A"

Dated this 1st day of FEBRUARY, 2018.

PNC BANK, NATIONAL ASSOCIATION

By: 
Sheryl M. Kelly, Vice President
Commercial Banking | Asset Resolution Team
Mailcode G4-XMDA-17-2
1075 Peachtree Street, NE
Suite 1700
Atlanta, Georgia 30309
Sheryl.kelly@pnc.com



PNC Bank
1075 Peachtree Street NE
Suite 1700
Atlanta, GA 30309

Tel: 404-495-6064
Fax: 877-670-6785

February 7, 2018

Matthew Silbernagel, Esquire
Maquire Lassman, P.A.
605 E. Robinson Street
Suite 140
Orlando, FL 32801

Re: CFX v Solid, LLC, Parcel 328

Dear Matt:

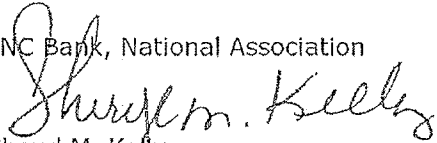
As part of the proposed settlement agreement between CFX and Solid, LLC regarding parcel 328, and as requested, the original executed Notice of Disclaimer of Interest By Respondent, PNC Bank, National Association is being provided to you.

Please hold the Notice document in escrow until such time as the proposed settlement agreement has been fully approved. Once approved, please notify me and I will send you authorization to release the Notice document from escrow.

Let me know if you need anything further.

Sincerely,


PNC Bank, National Association


Sheryl M. Kelly
Vice President

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: February 20, 2017

SUBJECT: *Central Florida Expressway Authority v. Itay Guy, et al.*
Case No. 2014-CA-008617-O, Project: 429-202, Parcel 800
Remaining Interests in Southfork Drive: Itay Guy, Earl and Adelaida Wilson,
Freddie Jones, Eula Jones, and Sandra Jones
Location of Mr. Guy's Property: 3173 Southfork Drive, Orlando
Date of Value: September 26, 2014

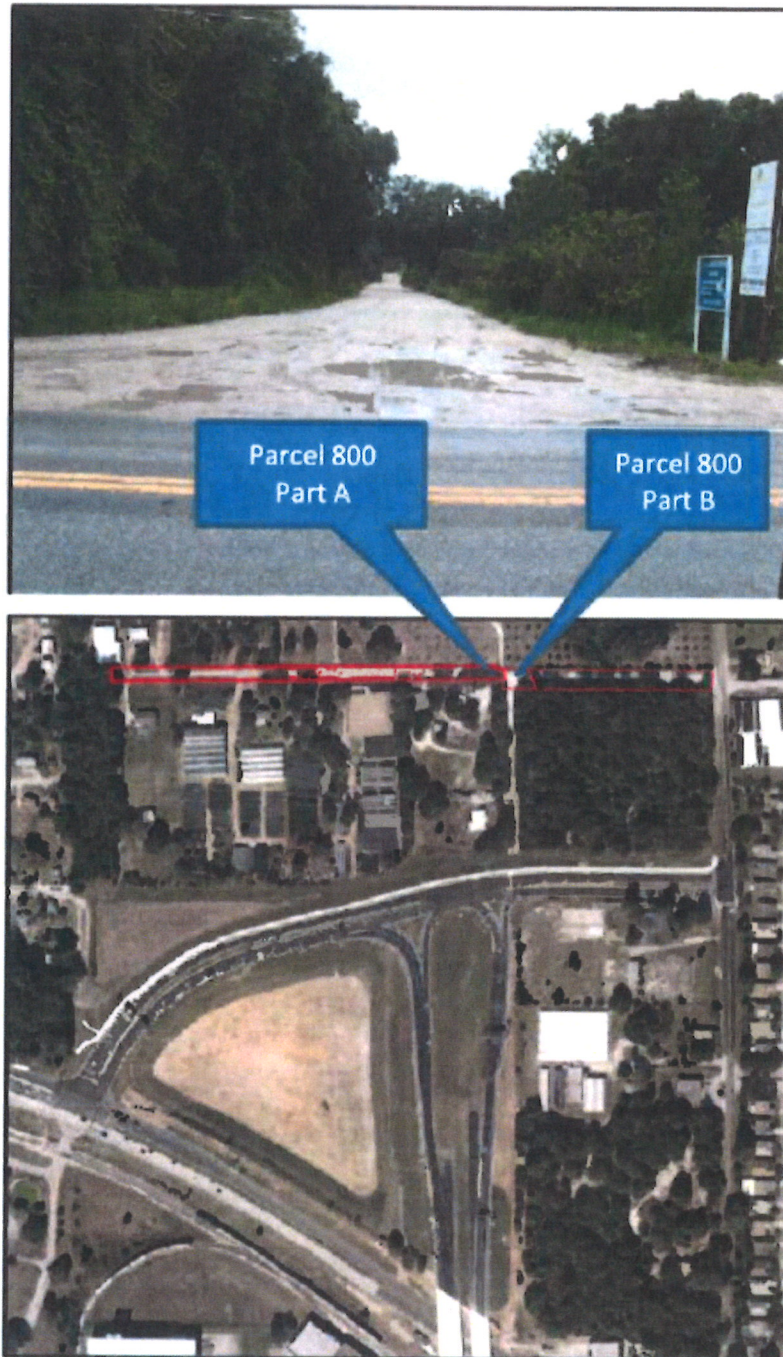
PROPERTY DESCRIPTION

This eminent domain case involves the acquisition of an easement interest over a private driveway known as Southfork Drive west of Plymouth Sorrento Road. The driveway consists of 1.95 gross acres and provided access to a 10 lots as shown in the aerial on the following page.

By deposit into the Registry of the Court in September 2014, CFX acquired a perpetual easement consisting of two parts: Part A with a size of 0.400 acres or 17,436 square feet ("sf") and Part B with a size of 0.081 acres or 3,528 sf. According to the Easement Term Sheet attached to the Petition in Eminent Domain, CFX has a perpetual easement on, over and through the property for the purposes of operation, improvement, maintenance, repair and replacement of the project, including a perpetual air-rights easement above the plane that is fourteen feet, six inches (14' 6") above the highest point of the property. The Easement Term Sheet expressly states that CFX's "use and enjoyment of the rights . . . shall not materially interfere with Owner's access to Owner's remaining property."

There are a number of individuals who have a partial fee simple interest in Southfork Drive, including CFX. Settlements and Stipulated Final Judgments have been obtained for three sets of ownership interests. James Ted Smith and the Heirs of Teddy Lawrence Smith resolved this matter with CFX for the all-inclusive amount of \$3,500, including severance damages, business damages, interest, attorney's fees, expert fees and costs. Robert M. Grossenbacher, Scott Grossenbacher, Todd Grossenbacher, Carolyn Ditch, Mary Frisbie, and Elizabeth Townsend and CFX resolved this matter for the all-inclusive sum of \$13,000, allocated as follows: \$2,000 for Robert Grossenbacher, \$2,000 for Scott and Todd Grossenbacher, \$2,000 for Carolyn Ditch, \$2,000 for Mary Frisbie, \$2,000 for Elizabeth Townsend, and \$3,000 for attorney's fees and costs. Patrick Rogers Connelly and the Heirs of Janet Connelly settled this matter with CFX for the sum of \$3,500, which sum included severance damages, business damages, interest, attorney's fees, expert fees, and costs. Stipulated Final Judgments have been entered as to these interests.

Project: 429-202, Parcel 800
Partial Interest in Southfork Drive: Itay Guy
Page 2 of 6



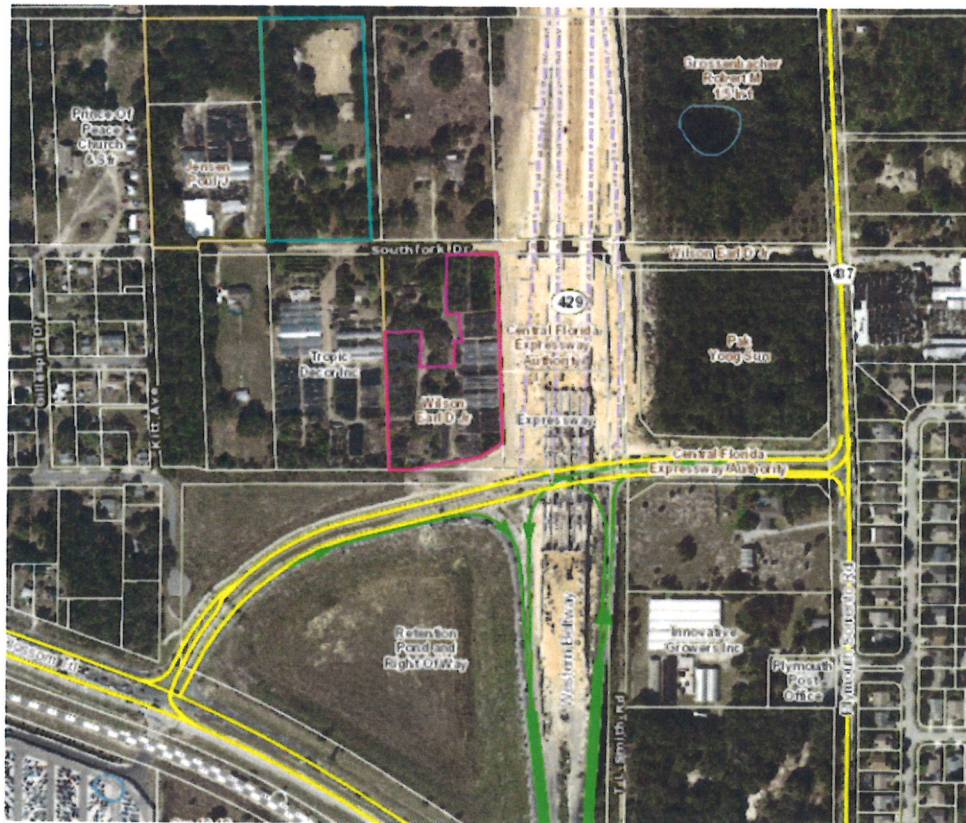
OOCEA/Wekiva Parkway - Section 429-202(1A); Parcel 800 (Parts A & B)
Southfork Drive
Apopka, Florida

Settlements have not been obtained Itay Guy; Earl and Adelaida Wilson; and Freddie Jones, Eula Jones, and Sandra Jones. The Wilsons and the Jones are in a different position than the other fee owners because they have already conveyed for compensation their easement interest in Southfork Drive to CFX as part of CFX's acquisition of right of way for the Maitland Extension. However, an additional piece of property, designated as Parcel 800 Part B, needed to be acquired for a utility easement, which is why the Wilsons and the Jones are parties to this eminent domain proceeding.

APPRAISED VALUE OF SOUTHFORK DRIVE AND MR. GUY'S DEMAND

Parcels 800 Part A and B were appraised by Chris Starkey, MAI, who estimated full compensation at \$11,000 for Part A and \$2,200 for Part B, for a total of **\$13,200**. He valued the property at \$29,000 per acre utilizing comparable sales ranging from \$24,000 to \$46,882.

In response to Interrogatories, Mr. Guy requested **\$78,000** for the taking of Parcel 800, Parts A and B. His demand includes a severance damage claim to his single family residential home located at 3173 Southfork Drive, which is highlighted in blue below.



REVERSE OFFER OF JUDGMENT AND OFFERS OF JUDGMENT

Recently, CFX received a reverse Offer of Judgment from Mr. Guy in the amount of **\$49,000** subject to the two conditions: (1) that the final judgment comply with the provisions of Section 73.101 of the Florida Statutes, which requires the court to determine the rights of interest parties, and (2) that the offer is not subject to apportionment. A copy of the Offer of Judgment is attached. According to Section 73.032, Florida Statutes, a property owner may serve a reverse offer of judgment upon a condemning authority for an amount less than \$100,000. If a judgment is entered that is greater than the reverse offer of judgment, then the property owner's attorney has the right to seek fees based upon a consideration of the number of hours and the other factors set forth in Section 73.092, Florida Statutes.

Similarly, Section 73.032 of the Florida Statutes allows a condemning authority to serve an offer of judgment in an eminent domain case. The purpose of the offer is to shift liability for expert fees and costs. If the judgment obtained is equal to or less than the offer of judgment, the trial court is prohibited from awarding costs incurred by the property owner after the date the offer of judgment was rejected. If the judgment obtained is greater than the offer of judgment, the offer does not limit expert fees and costs.

To be effective, an offer of judgment must be greater than the ultimate judgment or jury verdict, including interest through the date of the offer. Although the Expressway Authority does not have the owner's appraisal report, an offer of judgment would not be as effective in limiting costs if the Expressway Authority waited until after all of the expert reports were completed and associated costs incurred before serving an offer of judgment.

REQUESTED ACTION

We respectfully request that the Right of Way Committee consider the Reverse Offer of Judgment from Mr. Guy and recommend to the CFX Board an offer of judgment in the amount of Ten Thousand Dollars (\$10,000) to resolve Itay Guy's claims, or some other amount determined by the Committee to be in the best interest of CFX. In addition, we respectfully request that the Right of Way Committee recommend to the CFX Board an offer of judgment in the amount of Three Thousand Five Dollars (\$3,500) to resolve the Wilsons' claims and Three Thousand Five Dollars (\$3,500) to resolve the Jones' claims, or some other amount determined by the Committee to be in the best interest of CFX.

ATTACHMENTS

- A. Photographs and Aerial
- B. Offer of Judgment
- C. Mr. Guy's Answers to Interrogatories

All photos were taken on June 14, 2013.



Intersection of Plymouth Sorrento Road (C.R. 437) and the eastern end of Southfork Drive.



Intersection looking south along Plymouth Sorrento Road.



Intersection looking north along Plymouth Sorrento Road.



Looking west on Southfork Drive near the eastern end of Parcel 800.



Looking east along Southfork Drive.



Another view along Southfork Drive.



Nursery on southern side of Southfork Drive.



Another view of property fronting on Southfork Drive.



Nursery on northern side of Southfork Drive.



Another nursery view of property fronting on Southfork Drive



Residential property fronting on Southfork Drive.



View on Southfork Drive looking east.

IN THE CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, f/k/a ORLANDO-ORANGE
COUNTY EXPRESSWAY AUTHORITY, a body
politic and corporate, and an agency of the state under
the laws of the State of Florida,

Petitioner,

v.

ROBERT M. GROSSENBACHER, SCOTT
GROSSENBACHER and TODD
GROSSENBACHER; EARL D. WILSON, JR. and
ADELAIDA DIAZ WILSON, et al.,

Respondents.

CASE NO. 2014-CA-008617-O

Parcels: 800 (Parts A & B)

Division: 39

**RESPONDENT'S OFFER OF JUDGMENT
TO PETITIONER CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

Respondent, ITAY GUY ("Respondent"), serves this Offer of Judgment pursuant to §73.032, Florida Statutes, upon Plaintiff, Central Florida Expressway Authority ("Plaintiff"), and states:

1. Respondent offers to settle all of his claims in the above styled case, exclusive of attorney's fees and costs.
2. The total amount of this offer is forty-nine thousand and no dollars (\$49,000.00).
3. A condition of this offer is that the final judgment entered by the Court pursuant to this offer, must comply with the provisions of §73.101, Florida Statutes. This offer is not subject to apportionment pursuant to §73.101, Florida Statutes.

Dated: February 2, 2018

BY:

Itay Guy
1201 East Robinson Street
Orlando, FL 32801
Telephone: (407) 843-0404
Facsimile: (407) 843-0444

s/ Felecia Ziegler

FELECIA G. ZIEGLER, ESQUIRE
Florida Bar No. 883514
HARRIS HARRIS BAUERLE ZIEGLER LOPEZ
Primary Email: felecia@hhbzflorida.com
Additional Email: kathryn@hhbzflorida.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was furnished via email to: Linda S. Lanosa, Esq., Attorney for Central Florida Expressway Authority [linda.lanosa@cfxway.com] on this 2nd day of February, 2018.

s/ Felecia Ziegler

FELECIA G. ZIEGLER, ESQUIRE
Florida Bar No. 883514
HARRIS HARRIS BAUERLE ZIEGLER LOPEZ
1201 East Robinson Street
Orlando, Florida 32801-2115
Telephone: (407) 843-0404
Facsimile: (407) 843-0444
Primary Email: felecia@hhbzflorida.com
Additional Email: kathryn@hhbzflorida.com
Attorneys for Respondent, ITAY SHRAGA GUY

**IN THE CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, f/k/a ORLANDO-ORANGE
COUNTY EXPRESSWAY AUTHORITY, a body
politic and corporate, and an agency of the state
under the laws of the State of Florida,**

CASE NO. 2014-CA-008617-O

Parcels: 800 (Parts A & B)

Petitioner,

Division: 39

v.

**ROBERT M. GROSSENBACHER, SCOTT
GROSSENBACHER and TODD
GROSSENBACHER; EARL D. WILSON, JR. and
ADELAIDA DIAZ WILSON, et al.,**

Respondents.

**RESPONDENT, ITAY SHRAGA GUY'S
ANSWERS TO PETITIONER'S FIRST SET OF INTERROGATORIES TO RESPONDENT**

Respondent, ITAY SHRAGA GUY, by and through the undersigned attorney, pursuant to Rule 1.340 of the *Florida Rules of Civil Procedure*, hereby provides the following Answers to Petitioner's First Set of Interrogatories to Respondent which had service date of April 17, 2017.

FIRST SET OF INTERROGATORIES

1. Please describe in detail the compensation requested by you for the Authority's acquisition of a permanent easement interest over Parcel 800, Parts A and B, by describing the amount of compensation requested, an itemized breakdown of the amount requested (including land value, comparable sales, improvements taken, severance damages, cost to cure, and all other amounts), the method for computing the amount requested, and the evidence, facts, and reasons that support your request.

ANSWER: Objection, the interrogatory is compound and seeks multiple items in a single interrogatory. Without waiving the foregoing, Respondent, Itay Guy has requested \$78,000 in compensation for the taking of Parcel 800 Parts A and B. See correspondence dated October 13, 2015 to counsel for CFX, J.E. Cheek, III produced herewith.

2. Identify the parent tract for the valuation of your interest in Parcel 800, Parts A and B, and describe in detail all facts and circumstances that pertain or relate to your determination of the parent tract, such as unity of title, unity of use, physical contiguity, and any other fact that has a bearing on the determination of the parent tract. Your description should include the identity of each person who has knowledge and the substance of that knowledge, the identity of each document, and a description of each item or other form of evidence that pertains or relates to the determination of the parent tract.

ANSWER: Objection, the interrogatory calls for a legal conclusion. Without waiving the foregoing, the parent tract for Respondent, Itay Guy, is his 5-acre property with the address of 3173 Southfork Drive with his undivided fee simple interest in Southfork Drive. Deeds of Conveyance for my interest in the parent tract are produced herewith.

3. Describe in detail your interest in Southfork Drive, including when you acquired your interest, the extent or percentage of your interest in Southfork Drive, the amount paid for your interest (if any), the manner in which you acquired your interest, your use of Southfork Drive, your improvement or maintenance of Southfork Drive, and any other facts or circumstances pertaining to your interest in Southfork Drive.

ANSWER: Objection, the interrogatory is compound and seeks multiple items in a single interrogatory. Without waiving the foregoing, Respondent, Itay Guy, states my interest is an undivided fee interest in Southfork Drive acquired on October 24, 2003. I acquired my interest by warranty deed. I paid \$200,000 for the rights I purchased. Southfork Drive is the access to my five-acre property on which I have a residence and equine facility. I, along with the other undivided fee owners, maintain Southfork Drive.

4. Identify all persons or entities who had or have an interest in Parcel 800, Parts A and B, at any time since your acquisition of a partial interest, and, for each person identified, identify the nature of the interest, the dates the interest was held, the amount paid for the interest, the reason for the acquisition or disposition of the interest, and the use of Parcel 800, Parts A and B.

ANSWER: Objection, the interrogatory mischaracterizes my interest in Southfork Drive. Without waiving the foregoing, Respondent, Itay Guy states I own an undivided fee interest in Southfork Drive in common with other owners. The other property owners along and contiguous to Southfork Drive since the time of my purchase of 3173 Southfork Drive to the present have or had an interest in Southfork Drive. I do not have a title search or report for the ownership interests in Parcel 800, Parts A and B. The other requested information is available to Plaintiff in the public records.

5. Describe in detail any work done on Southfork Drive (including Parcel 800, Parts A and B), including maintenance, repair work, improvements, alterations, and other work, collectively referred to as "Work," from the time that you acquired a part-interest in Southfork Drive to present, and for each Work item, state the date of the Work, the reason for the Work, the amount paid for the Work, the identity of each person who paid for the Work, the identity of each person who performed the Work item, and any other fact or circumstance pertaining to the Work.

ANSWER: The owners of Southfork Drive maintain it on a weekly basis with their heavy equipment and machinery.

6. List the names and addresses of all persons who are believed or known by you, your agents, or your attorneys to have any knowledge concerning any of the issues in this lawsuit; and specify the subject matter and the particular facts about which the witness has knowledge. (Standard Interrogatory Form 1, number 17)

ANSWER: Respondent, Itay Guy. I know about the purchase of my property.

7. Do you intend to call any expert witnesses at the trial of this case? If so, state as to each such witness the name and business address of the witness, the witness's qualifications as an expert, the subject matter upon which the witness is expected to testify, the substance of the facts and opinions to which the witness is expected to testify, and a summary of the grounds for each opinion. (Standard Interrogatory Form 1, number 20)

ANSWER:

Paul Sherma, P.E., Engineer, Professional Engineering Resources, Inc., 10225 Ulmerton Road, Suite 4D, Largo, FL 33771. Mr. Sherma will testify about the improvements planned or constructed by CFX on Parcels 800 A and B and its impact on my remainder. Attached is Mr. Sherma's CV.

Rick Dreggors, Calhoun, Dreggors & Associates, Inc., 728 W. Smith Street, Orlando, FL 32804, Appraiser. Mr. Dreggors will testify about the value of the parent tract, the value of the taking and severance damages to the remainder. Attached is Mr. Dreggors' CV.

Title expert, undetermined at this time.

8. Identify each person or entity who either appraised or has an opinion of value of Parcel 800, Parts A or B, Southfork Drive, or your determination of the parent tract, and for each person or entity identified, describe the appraised or opined value, the date the appraisal or opinion was given, and the basis for the appraised or opined value.

ANSWER: Rick Dreggors, Appraiser, undetermined at this time.

[Signature]
Signature

Print Name: Itay Guy

Title: owner 3173 Saultforce Dr. Apopka, FL 32712

STATE OF FLORIDA)

COUNTY OF ORANGE)

BEFORE me personally appeared Itay Guy, as
(Name of Person Making Statement)

the owner of 3173 Saultforce Dr. Apopka, FL 32712, who first being duly sworn, states
(Title of Person Making Statement)

under oath that the facts set forth in the above Answers to Interrogatories are true and correct to the best of his or her knowledge and that said answers are given under oath.

SWORN TO AND SUBSCRIBED before me this 17 day of May, 2017,

by Itay Guy
(Name of Person Making Statement)

Personally Known [] OR Produced Identification [], Type: _____

[Signature]
Signature of Notary Public - State of Florida




Print, Type or Stamp Commissioned Name of Notary Public

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Right of Way Committee Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: February 14, 2018

RE: Right-of-Way Transfer and Continuing Maintenance Agreement between
Central Florida Expressway Authority ("CFX") and City of Apopka
Projects: 429-604, 429-200, 429-200A, 414-210
Location: State Road (S.R.) 429 and County Road 437A a/k/a Ocoee-Apopka Road

BACKGROUND

To enable CFX to construct S.R. 429, extend S.R. 414, and make other improvements to its Expressway System, CFX relocated local roadways, constructed bridges over local roadways, widened local roadways, realigned local roadways, lowered local roadways, and constructed retention ponds to serve the relocated, widened, or lowered local roadways, to facilitate and support CFX's Expressway System.

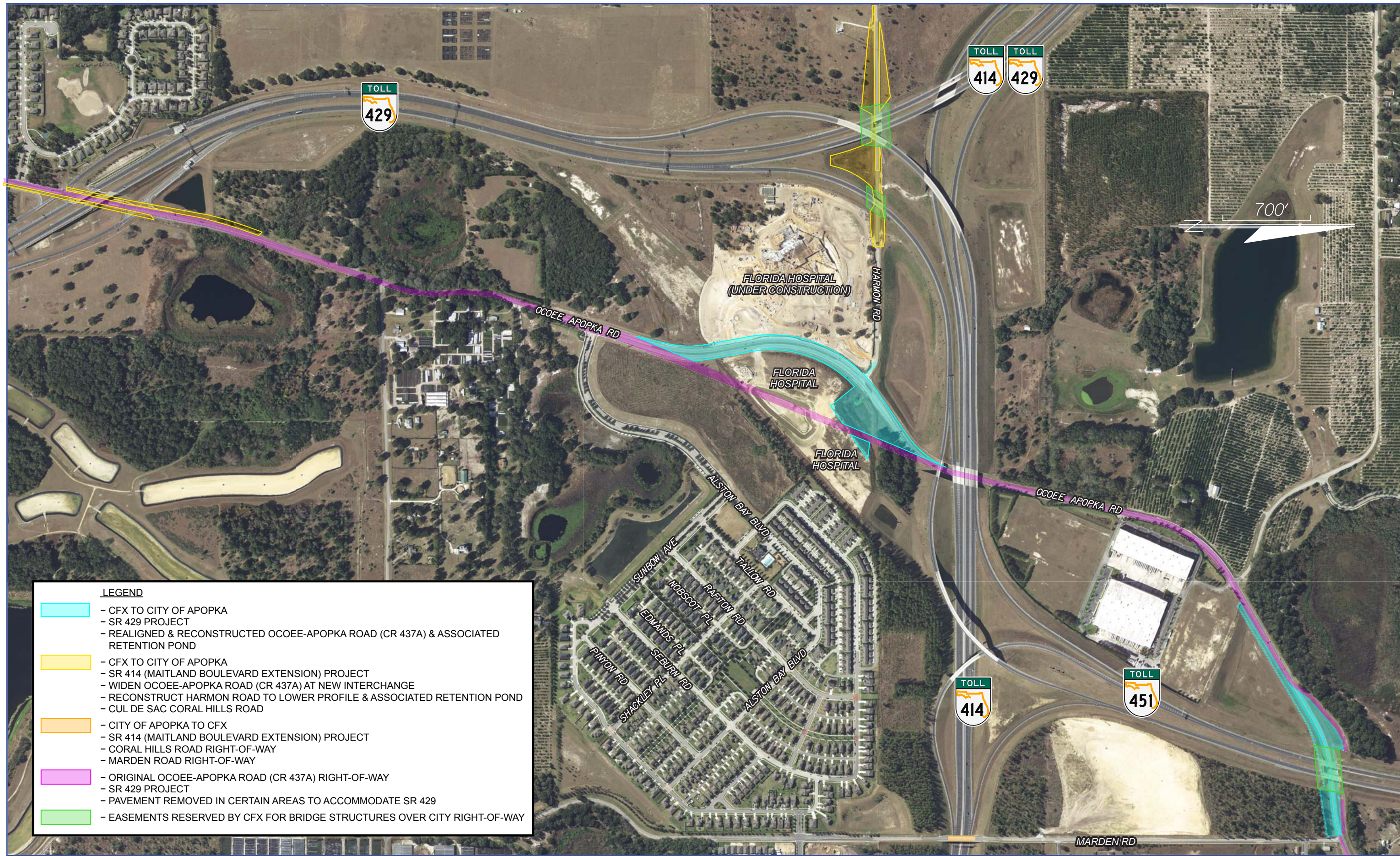
CFX and the City of Apopka would like to transfer portions of the road right of way so that local roads and associated facilities are owned and maintained by the City of Apopka and property and associated facilities utilized for CFX's Expressway System are owned and maintained by CFX. An aerial depicting the property addressed in the Agreement is attached. Upon CFX's conveyance of the local road right of way to the City, the City would assume responsibility for maintenance and liability for the local road right of way. Previously, the Right of Way Committee approved the request to prepare a jurisdictional right of way transfer agreement subject to easements, including future air rights, in favor of CFX for bridge crossings.

Dewberry, CFX's General Engineering Consultant (GEC), has reviewed the plans, legal descriptions, detailed maintenance functions, assignment of maintenance responsibilities, and the Agreement. Dewberry has informally opined that the conveyance of the designated property to the City will not detrimentally affect the Expressway System. As a condition precedent to the execution of the Agreement, Dewberry will need to provide CFX with a certificate formalizing its opinion about the conveyance. In addition, bond counsel has been asked to provide an opinion in accordance with the bond covenants.

The City of Apopka has reviewed and revised the Agreement as shown by the attached redline version of the Agreement. The parties are still in the process of finalizing the exact legal descriptions and the technical portions of the Agreement.

REQUEST

We request the Committee's recommendation for Board approval of a Right-of-Way Transfer and Continuing Maintenance Agreement between Central Florida Expressway Authority and City of Apopka in a form substantially similar to the attached agreement, subject to approval of the legal descriptions, maintenance functions, and maintenance responsibilities by CFX's Chief of Infrastructure and General Counsel, or their designees, and CFX's General Engineering Consultant and bond counsel.



LEGEND	
	- CFX TO CITY OF APOPKA - SR 429 PROJECT - REALIGNED & RECONSTRUCTED OCOEE-APOPKA ROAD (CR 437A) & ASSOCIATED RETENTION POND
	- CFX TO CITY OF APOPKA - SR 414 (MAITLAND BOULEVARD EXTENSION) PROJECT - WIDEN OCOEE-APOPKA ROAD (CR 437A) AT NEW INTERCHANGE - RECONSTRUCT HARMON ROAD TO LOWER PROFILE & ASSOCIATED RETENTION POND - CUL DE SAC CORAL HILLS ROAD
	- CITY OF APOPKA TO CFX - SR 414 (MAITLAND BOULEVARD EXTENSION) PROJECT - CORAL HILLS ROAD RIGHT-OF-WAY - MARDEN ROAD RIGHT-OF-WAY
	- ORIGINAL OCOEE-APOPKA ROAD (CR 437A) RIGHT-OF-WAY - SR 429 PROJECT - PAVEMENT REMOVED IN CERTAIN AREAS TO ACCOMMODATE SR 429
	- EASEMENTS RESERVED BY CFX FOR BRIDGE STRUCTURES OVER CITY RIGHT-OF-WAY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DEWBERRY ENGINEERS INC.
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FL 32803

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

RIGHT-OF-WAY

CENTRAL FLORIDA
EXPRESSWAY
AUTHORITY

SR 429 AT OCOEE APOPKA ROAD (CR 437A),
MARDEN & HARMON ROAD

SHEET
NO.



LEGEND	
	- CFX TO CITY OF APOPKA - SR 429 PROJECT - REALIGNED & RECONSTRUCTED OCOEE-APOPKA ROAD (CR 437A) & ASSOCIATED RETENTION POND
	- CFX TO CITY OF APOPKA - SR 414 (MAITLAND BOULEVARD EXTENSION) PROJECT - WIDEN OCOEE-APOPKA ROAD (CR 437A) AT NEW INTERCHANGE - RECONSTRUCT HARMON ROAD TO LOWER PROFILE & ASSOCIATED RETENTION POND - CUL DE SAC CORAL HILLS ROAD
	- CITY OF APOPKA TO CFX - SR 414 (MAITLAND BOULEVARD EXTENSION) PROJECT - CORAL HILLS ROAD RIGHT-OF-WAY - MARDEN ROAD RIGHT-OF-WAY
	- ORIGINAL OCOEE-APOPKA ROAD (CR 437A) RIGHT-OF-WAY - SR 429 PROJECT - PAVEMENT REMOVED IN CERTAIN AREAS TO ACCOMMODATE SR 429
	- EASEMENTS RESERVED BY CFX FOR BRIDGE STRUCTURES OVER CITY RIGHT-OF-WAY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DEWBERRY ENGINEERS INC.
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FL 32803

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

RIGHT-OF-WAY

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

SR 414 AT CORAL HILLS

SHEET
NO.

Projects 429-604, 429-200, 429-200A

**RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT
BETWEEN
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND CITY OF APOPKA, FLORIDA
(S.R. 429 at County Road 437A a/k/a Ocoee-Apopka Road)**

THIS RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT (“Agreement”) is made and entered into on the last date of execution below by and between 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”) and CITY OF APOPKA, a municipality of the State of Florida, whose address is 120 E. Main Street, Apopka Florida 32703 (“City”). CFX and City are sometimes collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, pursuant to section 348.753, 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; and

WHEREAS, pursuant to Section 166.021, Florida Statutes, City is empowered to provide and maintain arterial and other roads for the benefit of its citizens; and

WHEREAS, pursuant to Section 335.0415, Florida Statutes, “public roads may be transferred between jurisdictions . . . by mutual agreement;” and

WHEREAS, Section 163.01, Florida Statutes, authorizes both ~~parties~~Parties to this Agreement to enter into Interlocal Agreements; and

WHEREAS, in the course of the construction State Road (S.R.) 429, CFX acquired certain land for the benefit of the local jurisdictions and constructed thereon certain roadways and other improvements to insure a minimal disruption of traffic to the citizens and to provide for a smooth transition to the Expressway System, thus making both the Expressway System and the local road system compatible; and

WHEREAS, the construction of the Maitland Boulevard Extension S.R. 429/414 Systems Interchange Project No. 429-200, the S.R. 429 Interchange with C.R. 437A (a/k/a Ocoee-Apopka Road) Project No. 429-200A, and the S.R. 429 Project 429-604, are completed, and both ~~parties~~Parties desire title to the local roads and related facilities to vest in City, subject to certain

rights retained by CFX, and title to all of CFX's right-of-way and related facilities and crossings to vest in CFX; and

WHEREAS, the Parties also desire to define the future and continuing maintenance responsibilities for the right-of-way and related facilities and to set responsibility therefore.

NOW THEREFORE, for and in consideration of the mutual agreements herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, CFX and City agree as follows:

1. Recital. The above recitals are true and correct and form a material part of this Agreement and are incorporated herein by reference.

2. Right of Way Maps. Simultaneously with the execution of this agreement, CFX has delivered to City the right-of-way maps consisting of S.R. 429 Interchange with C.R. No. 437A, Project No. 429-200A; Maitland Boulevard Extension S.R. 429/414 Systems Interchange Project No. 429-200; and S.R. 429, Project No. 429-604.

3. CFX Conveyance. CFX shall convey to City by Quit Claim Deed all of its right, title and interest in and to the real property described in **Composite Exhibit "A"** attached hereto and made a part hereof, which exhibit contains a copy of the Quit Claim Deed to be executed and delivered under the provisions of this paragraph, subject to the covenants, reservations, conditions, restrictions, and easements described in the Quit Claim Deed.

4. City Conveyance. City shall convey to CFX by Quitclaim Deed all of its right, title and interest in and to the real property described in **Composite Exhibit "B"** attached hereto and made a part hereof, which exhibit contains a copy of the Quit Claim Deed to be executed and delivered under the provisions of this paragraph, subject to the covenants, reservations, conditions, restrictions, and easements described in the Quit Claim Deed.

5. Easements for Expressway Facilities. The Parties agree that CFX, and its successors and assigns, owns and holds perpetual, exclusive easements ("Easements") for the S.R. 429, S.R. 414, and S.R. 451 bridges, ramps, columns, fencing, signature, and related structures and facilities (referred to as "Expressway Facilities") that cross over, under or through the local roads as described in **Exhibit "E,"** including the right to access, install, construct, use, operate, maintain, alter, improve, repair, replace, renew, expand, and remove the Expressway Facilities. City expressly agrees for itself and its successors and assigns to refrain from any use of the Easements which would interfere with the Expressway Facilities or otherwise constitute a hazard for the Expressway Facilities. The Easements shall be appurtenant to the City's right of way and shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable by CFX and its successors and assigns.

6. Future and Continuing Maintenance. The Parties agree that it is necessary and desirable to define with specificity the locations for future and continuing maintenance, and the details of such maintenance responsibility. The future and continuing maintenance is applicable to the following areas: 1. City/County road bridge over CFX Expressway; 2. CFX Expressway

bridge over City/County road; 3. Canals/waterways – City/County; 4. Canals/waterways – CFX; 5. Detention/retention pond and structures; 6. Utilities; and 7. Roadways.

7. Detailed Maintenance Functions. **Exhibit “C”** attached hereto and by reference made a part hereof defines generically the areas of maintenance as outlined in paragraph 6 (1) – (7) above and the party responsibility for each of the future and continuing maintenance specific functions applicable to the area. The Parties agree that the maintenance functions outlined on **Exhibit “C”** are necessary and properly and reasonably defined and that the responsibility given to each of the Parties hereto to perform said functions is likewise necessary and properly and reasonably defined.

8. Maintenance Responsibility. **Exhibit “D”** attached hereto and by reference made a part hereof defines with specificity the locations for the continuing and future maintenance responsibility assigned and accepted pursuant to this Agreement, the party responsible for such maintenance and the exact maintenance item assigned to each party by reference to the paragraph number and subparagraph letter to the maintenance responsibility details outlined on **Exhibit “C”**.

9. CFX Maintenance Responsibility. CFX does hereby agree to assume the future and continuing maintenance responsibility as outlined on **Exhibit “D”** attached hereto and by reference made a part hereof and to perform such maintenance in a timely, workmanlike manner. Said maintenance responsibility shall commence as of the date of this Agreement.

10. City Maintenance Responsibility. City does hereby agree to assume the future and continuing maintenance responsibility as outlined on **Exhibit “D”** attached hereto and by reference made a part hereof and to perform such maintenance in a timely, workmanlike manner. Said maintenance responsibility shall commence as of the date of this Agreement.

11. Consideration. The consideration for the property to be transferred to City and the property to be transferred to CFX, collectively “the Property,” shall be the continuing and future obligation to maintain the Property.

12. Evidence of Title. At any time before Closing, either party may, at its sole cost and expense, order a commitment from an agent for a policy of Owner’s Title Insurance (the “Commitment”) which shall be written on a title insurance company reasonably satisfactory and acceptable to that party.

13. Survey. Either party shall have the right, at any time before Closing, to have the Property surveyed at its sole cost and expense (the “Survey”). The surveyor shall provide certified legal descriptions and sketches of said descriptions and the legal descriptions will be included in the deed subject to the approval of the Parties.

14. Reverter. The Parties agree that if City no longer uses the Property (or any part thereof) conveyed to City for City public right-of-way purposes, then all right, title, and interest to Property that is not used for public right-of-way purposes shall automatically revert back to CFX at CFX’s option and at no cost to CFX.

15. Closing Date and Location. The closing of the conveyances contemplated under this Agreement (the "Closing") shall be held on or before _____ () days after the Effective Date or such earlier date selected by CFX upon not less than ____ () days' written notice to City (the "Closing Date"), at the offices of CFX, or CFX's attorney, or any other place which is mutually acceptable to the Pparties. The closing date is subject to an option to extend that may be exercised with written approval from the Mayor of City of Apopka and the Executive Director of the Central Florida Expressway Authority.

16. Conveyance of Title. At the Closing, the Pparties shall execute and deliver to the other the required Deeds and Easements as described above.

17. FIRPTA Affidavit. At Closing, each owner of the property ("Owner") shall sign a closing statement and an affidavit that Owner is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include Owner's taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that Owner is exempt from withholding tax on the Purchase Price under FIRPTA) and such other documents as are necessary to complete the transaction.

18. Disclosure of Beneficial Interests. If, at the time of Closing, the Owners hold title to the Property in the form of a partnership, limited partnership, corporation, trust or any form of representative capacity whatsoever, then at Closing the Owners shall sign a beneficial interest affidavit described in Section 286.23, Florida Statutes.

19. General Closing Documents. At Closing, City shall sign a closing statement and an owner's affidavit including matters referenced in Section 627.7842(b) and (c), Florida Statutes.

20. Recording.

- a. City agrees to record the Deed for the property being conveyed to City within thirty (30) days after delivery of the original Deed to City at its cost. City agrees to deliver a certified copy of the recorded Deed and easements to CFX shortly thereafter.
- b. CFX agrees to record the Deed and Easements for the property being conveyed to CFX within thirty (30) days after acceptance at its cost. CFX agrees to deliver a certified copy of the recorded Deed and easements to City shortly thereafter.

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

22. As-Is Conveyance.

- a. Conveyance by CFX to City. The property described in paragraph 3 and **Composite Exhibit "A"** is being conveyed "AS IS, WHERE IS, WITH ALL FAULTS," in such condition as the same may be on the closing date, without any representations or warranties by the respective owner as to any condition of the property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. The respective owner makes no guarantee, warranty or representation, express or implied, as to the quality, character, or condition of the property, or any part thereof, or to the fitness of the property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the property, or the failure of the property to meet any standards. In no event shall the respective owner be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are discovered on, at or under the property, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing. (CFX Manual, Sec. 5-6.09)

City has read and understands the provisions of this Section and acknowledges and agrees that except as expressly set forth in this Agreement, it is acquiring the property described in paragraph 3 and **Composite Exhibit "A"** "AS-IS, WHERE IS AND WITH ALL FAULTS" and that the respective owner has disclaimed herein any and all warranties, express or implied.

- b. Conveyance by City to CFX. The property described in paragraph 4 and **Composite Exhibit "B"** is being conveyed "AS IS, WHERE IS, WITH ALL FAULTS," in such condition as the same may be on the closing date, without any representations or warranties by the respective owner as to any condition of the property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. The respective owner makes no guarantee, warranty or representation, express or implied, as to the quality, character, or condition of the property, or any part thereof, or to the fitness of the property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the property, or the failure of the property to meet any standards. In no event shall the respective owner be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are discovered on, at or under the property, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing.

CFX has read and understands the provisions of this Section and acknowledges and agrees that except as expressly set forth in this Agreement, it is acquiring the property described in paragraph 4 and **Composite Exhibit "B" "AS-IS, WHERE IS AND WITH ALL FAULTS"** and that the respective owner has disclaimed herein any and all warranties, express or implied.

24.23. 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, transmitted electronically (i.e., by telecopier device) or 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 as follows:

CFX: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director
Telephone: (407) 690-5000
Facsimile: (407) 690-5011

With a copy to: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel
Telephone: (407) 690-5000

CITY: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attention: Mayor
Telephone: _____

With a copy to: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attention: City Attorney
Telephone: (407) _____ - _____
Facsimile: (407) _____ - _____

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

25.24. 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 ~~P~~parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the ~~parties~~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~~Parties hereto unless such amendment is in writing and executed by both ~~parties~~Parties. 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. City 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~~Parties hereto agree that the exclusive venue and jurisdiction for any legal action authorized hereunder shall be in the courts of Orange County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

26.25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the ~~parties~~Parties hereto and their successors and assigns.

~~27. Release of CFX. By execution of this Agreement, City acknowledges and agrees that as of the date of City's execution and delivery of the deed, City shall thereby remise, release, acquit, satisfy, and forever discharge CFX, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which City ever had, then have, or which any personal representative, successor, heir or assign of City, 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 City's conveyance of the property described in paragraph 4 and Exhibit "B" to CFX, including, without limitation, any claim for loss of access to City's remaining property, severance damages to City's remaining property, business damages or any other damages, all from the beginning of the world to the day thereof. A covenant shall be contained in the deed acknowledging City's agreement to the foregoing. (CFX Manual, Sec. 5-7.05)~~

~~27. Release of City. By execution of this Agreement, CFX acknowledges and agrees that as of the date of CFX's execution and delivery of the deed, CFX shall thereby remise, release, acquit, satisfy, and forever discharge City, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which CFX ever had, then have, or which any personal representative, successor, heir or assign of CFX, thereafter can, shall or may have, against City, for, upon or by reason of any matter, cause~~

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~~or thing whatsoever, arising out of or in any way connected with CFX's conveyance of the property described in paragraph 3 and Composite Exhibit "A" to City, including, without limitation, any claim for loss of access to CFX's remaining property, severance damages to CFX's remaining property, business damages or any other damages, all from the beginning of the world to the day thereof. A covenant shall be contained in the deed acknowledging CFX's agreement to the foregoing.~~

29.26. Survival of Provisions. All covenants, representations and warranties set forth in this Agreement shall survive the Closing and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

30.27. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. 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.

31.28. Effective Date. This Agreement shall be and become effective on the date that it is signed and executed by the last to sign of CFX and City.

IN WITNESS WHEREOF, the ~~parties~~Parties hereto have caused this Agreement to be executed in a manner and form sufficient to bind them on the date set forth herein below.

[SIGNATURES TO FOLLOW]

Signed, sealed, and delivered in the presence of: **CITY OF APOPKA, FLORIDA**
By: City Commission

First Witness:

Signature _____ BY: _____
MAYOR

Print Name _____ Date: _____

Second Witness:

ATTEST: _____
City Clerk

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
201____, by _____, as Mayor of City of Apopka.

NOTARY PUBLIC

Signature: _____
Signature of Notary Public - State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known [] OR Produced Identification [], Type: _____

Signed, sealed, and delivered in the presence of: **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

First Witness:

Signature BY: _____
CHAIRMAN FRED HAWKINS

Print Name Date: _____

Second Witness:

ATTEST: _____
Regla ("Mimi") Lamaute
Recording Clerk

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Fred Hawkins as Chairman of the Central Florida Expressway Authority.

NOTARY PUBLIC

Signature: _____
Signature of Notary Public - State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known [] OR Produced Identification [], Type: _____

LIST OF EXHIBITS

- A. Quit Claim Deeds With Legal Descriptions of property from CFX to City
- B. ~~Special Warranty~~Quit Claim Deeds with Legal Descriptions of property from City to CFX
- C. Detailed Maintenance Functions
- D. Maintenance Responsibility
- E. Easement Agreement for Expressway Facilities

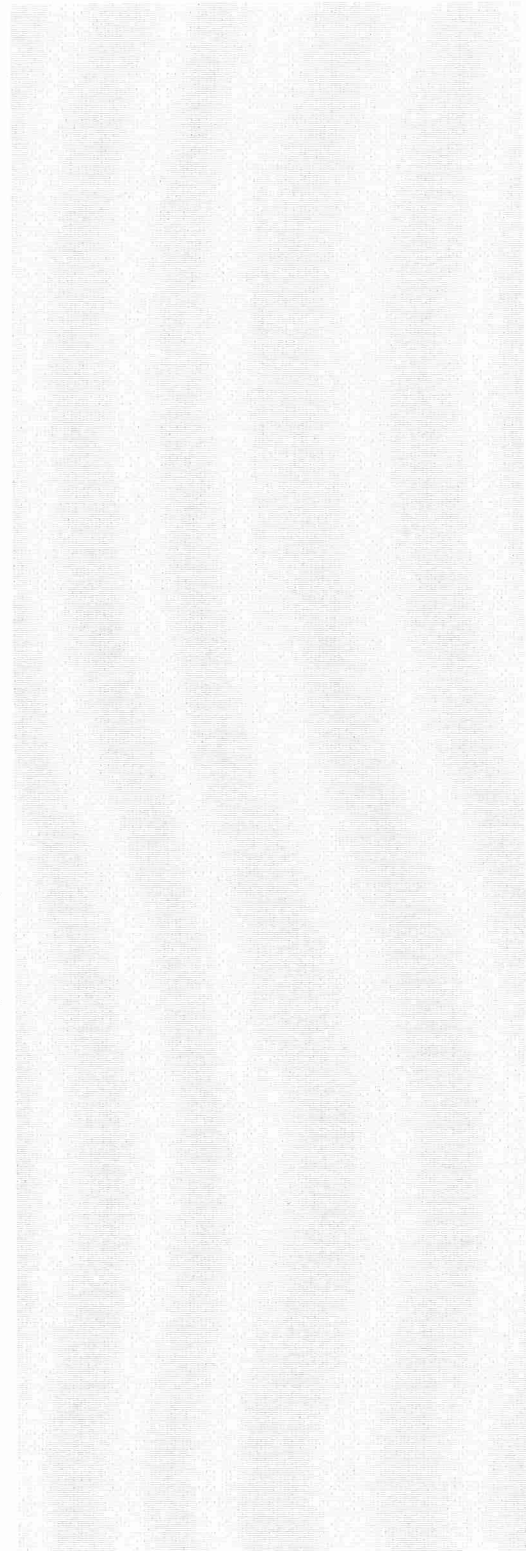


EXHIBIT "A"

██████████ B██████████

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

Reserved for Recording

Project 429-604; 429-200 A; 429-200

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

██████████ C██████████ M ███████████ EE██████████
██████████ E██████████ E██████████ ███████████ ███████████ E██████████ EME██████████

THIS QUIT CLAIM DEED, dated as of the date of execution below, by **CE██████████** ███████████ **E██████████ E██████████** ███████████ ███████████ 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 (“GRANTOR”) and the **C██████████** ███████████ ███████████ a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka, Florida 32703 (“City” or “GRANTEE”).

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, the receipt of whereof is hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said GRANTEE, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lots, pieces, or parcels of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

EE ███████████ C██████████ E██████████ E██████████ B██████████ ███████████

██████████ r██████████ ███████████ r██████████ i██████████ r██████████ r██████████ d██████████ t██████████ i██████████ t██████████ ███████████ b██████████ r██████████
██████████ t██████████ ███████████ i██████████ d██████████

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

SUBJECT TO the covenants, conditions, restrictions, reservations, and easements which are set forth below:

- a) GRANTOR reserves unto itself, its successors and assigns the Easement Agreement for Expressway Facilities recorded in the Official Records of Orange County, Florida, as Document Number _____ at O.R. Book _____ and Page ____.
- b) GRANTOR reserves unto itself, its successors and assigns the Permanent Drainage Easement recorded in the Official Records of Orange County, Florida, as Document Number 1998-0120140 at O.R. Book 5447 and Page 2165.
- c) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any State Road (S.R.) 429, 414, or 451 right-of-way property which may otherwise accrue to any property adjoining said right of way.
- d) GRANTEE has no rights of ingress, egress, or access to S.R. 429, 414, or 451 from the GRANTEE's property, nor does GRANTEE have any rights of light, air or view from S.R. 429, 414, or 451 bridges.
- e) GRANTEE expressly agrees for itself, and its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with S.R. 429, 414, or 451 or otherwise constitute a hazard for S.R. 429, 414, or 451 or any related system or structure.
- f) GRANTEE expressly agree for themselves, their successors and assigns that if the GRANTEE no longer uses the property (or any part thereof) for City or County public right-of-way purposes, then all right, title, and interest to the Property that is not used for public right-of-way purposes shall automatically revert back to CFX at CFX's option and at no cost to CFX.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its duly authorized representative.

Signed, sealed, and delivered
in the presence of:

☐C☐☐☐

CE☐☐☐☐☐ ☐☐☐☐☐☐☐ E☐☐☐E☐☐☐ ☐☐
☐☐☐☐☐☐☐☐☐

☐ir☐ ☐ it☐☐☐☐☐

Signature

BY: _____
CHAIRMAN

Print Name

Date: _____

☐☐☐☐☐d ☐ it☐☐☐☐☐

ATTEST: _____
Regla ("Mimi") Lamaute
Recording Clerk

☐☐☐☐☐☐E☐ ☐☐☐☐☐☐M☐☐☐
☐E☐☐☐☐CE B☐ C☐☐☐☐☐☐☐

By: _____
General Counsel

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
201____, by _____, as Chairman of the Central Florida Expressway
Authority.

NOTARY PUBLIC

Signature: _____
Signature of Notary Public - State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known [] OR Produced Identification [], Type: _____

COMPOSITE EXHIBIT "B"

Grantee B

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

Reserved for Recording

Project 429-200 (involving Marden Road)

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

Quit Claim Deed

THIS QUIT CLAIM DEED, dated as of the date of execution below, by **City of Apopka**, a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka, Florida 32703 ("City" or "GRANTOR") and **Central Florida Expressway Authority**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX" or "GRANTEE").

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, the receipt of whereof is hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said GRANTEE, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lots, pieces, or parcels of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

EE C E B
h r i t t h r t

r r t r i r r d t i t i b r
t i d

TOGETHER WITH all rights of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property.

Project 429-200 (involving Marden Road)

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

SUBJECT TO the reservation by GRANTOR unto itself, its successors and assigns of an easement for the Marden Road Bridge over the Property, including the right to use, operate, maintain, improve, and repair.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its duly authorized representative.

Signed, sealed, and delivered
in the presence of:

□□□□□□□□

C□□□□□□□□

□ir□ □ it□□□□

Signature

BY: _____
Mayor

Print Name

Date: _____

□□□□d □ it□□□□

ATTEST: _____
Recording Clerk

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201____, by _____, as Mayor of the City of Apopka.

NOTARY PUBLIC

Signature: _____
Signature of Notary Public - State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known [] OR Produced Identification [], Type: _____

Project 429-200 (involving Marden Road)

E B

E ELC

██████████ B████

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

Reserved for Recording

Project 414-210 (involving Coral Hills Road)

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

██████ C████M █████

THIS QUIT CLAIM DEED, dated as of the date of execution below, by C████ ██████████ a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka, Florida 32703 (“City” or “GRANTOR”) and CE████████████████████ E████████████████████ 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” or “GRANTEE”).

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, the receipt of whereof is hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said GRANTEE, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lots, pieces, or parcels of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

EE ████████C█E█ E████B████████
h r i t t h r t

r r t r i r r d t i t i b r
t i d

TOGETHER WITH all rights of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property.

Project 414-210 (involving Coral Hills Road)

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its duly authorized representative.

Signed, sealed, and delivered
in the presence of:

□□□□□□□□

C□□□ □□□□□□□□

□ir□ □ it□□□□

BY: _____

Mayor

Signature

Date: _____

Print Name

□□□□d □ it□□□□

ATTEST: _____

Recording Clerk

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201____, by _____, as Mayor of the City of Apopka.

NOTARY PUBLIC

Signature: _____

Signature of Notary Public - State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known [] OR Produced Identification [], Type: _____

Project 414-210 (involving Coral Hills Road)

E □ □ B □ □ □ □

□ E □ □ □ □ E □ C □ □ □ □ □ □

E □ □ B □ □ C □ □ E □ □ □ E □ M □ □ □ E □ □ □ C E □ □ □ C □ □ □ □

1. Local Road Bridge Over CFX Expressway System

- a) CFX Responsibility
 - i) Bridge structure per se, including bridge deck and approach slabs
 - ii) Ramp pavement to intersection with Local Road edge of pavement
 - iii) Reinforced Earth/Retaining Walls and associated embankment within CFX right of way
 - iv) Bridge underdeck and ramp lighting
 - v) Drainage structures and pipe from CFX right-of-way to either CFX or Local ponds
 - vi) Ramp maintenance to Local Road edge of pavement
- b) City Responsibility
 - (1) Local roadway up to bridge approach slabs
 - (2) Sideslopes to right-of-way fence
 - (3) Signalization and bridge lighting above deck, if applicable
 - (4) □ □ □ □ C □ □ Utilities facilities within CFX right-of-way
 - (5) Cross road drainage structures and pipe draining to CFX or Local retention area
 - (6) Cleaning/sweeping, striping and marking for Local roadways and sidewalks, if applicable.

2. CFX Expressway Bridge over Local Road

- a) CFX Responsibility
 - i) Bridge structure per se, including bridge deck and approach slabs
 - ii) Ramp pavement to intersection with Local Road edge of pavement
 - iii) Reinforced Earth/Retaining Walls and associated embankment within CFX right of way
 - iv) Bridge underdeck and ramp lighting
 - v) Drainage structures and pipe from CFX right-of-way to either CFX or Local ponds
 - vi) Ramp maintenance to Local Road edge of pavement
- b) City Responsibility
 - i) Local Road within Local right-of-way, including pavement, striping, sidewalks, signage, signalization, lighting, and other improvements on or under the Local Road up to CFX's L/A right-of-way line or retaining wall
 - ii) Local Road between the CFX Bridge retaining walls
 - iii) Local road drainage structures and systems
 - iv) Ramp signalization and cross-road lighting, if applicable
 - v) Side slopes to L/A right-of-way fence line
 - vi) All other maintenance activities, including but not limited to cleaning, sweeping, etc.

3. Canals/Waterways – City

- a) CFX Responsibility
 - i) Structural integrity of headwalls and structure under CFX
 - ii) Bridge structure per se, if required
 - iii) Rip-rap if required
- b) Local responsibility
 - i) Canal and banks beyond head walls
 - ii) Open flow channel under CFX

4. Canals/Waterways – CFX

- a) CFX Responsibility
 - i) Bridge structure
 - ii) Waterway/channel within CFX right-of-way
 - iii) Rip-rap if required

5. Detention/Retention Ponds and Structures

- a) CFX Responsibility
 - i) CFX assigned ponds and CFX drainage structures within L/A right-of-way handling CFX water
 - ii) Drainage structures and piping in CFX right-of-way conveying water across Expressway
- b) Local Responsibility
 - i) Local assigned ponds and Local drainage structures handling Local road water
 - ii) Drainage structures in Local right-of-way feeding into CFX ponds/right-of-way

6. Utilities

- a) CFX Responsibility: None
- b) Local Responsibility:
 - i) Water and wastewater mains in CFX L/A right-of-way
- c) General:
 - i) Non- CFX utilities in public or L/A right-of-way are the responsibility of the utility company

7. Roadways

- a) CFX Responsibility: All facilities within CFX's L/A right-of-way except as noted.
- b) Local Responsibility: All facilities within Local right-of-way except as noted.

E **B** **M** **E** **C** **E** **B**
Exhibit C **r** **t** **d** **M** **i** **t**

t	Cit i	C i
Pond A (429-200A): Receives runoff from CR 437A and SR 429 Ramp A, thus joint use maintained by CFX		
Pond C (429-200A): Receives runoff from CR 437A and SR 429 NB ramp, thus joint use and maintained by CFX		
Pond D (429-200A): Receives runoff from CR 437A and SR 429 SB, thus joint use and maintained by CFX		
CFX Pond 7 outfall maintained by Apopka.	b	
S.R. 429 over C.R. 437A a/k/a Ocoee-Apopka Road (429-200A, 429-604)	b	
S.R. 429 and S.R. 414 and associated ramps over Harmon Road	b	
S.R. 451 over C.R. 437A (429-604)	b	
Marden Road over S.R. 414	b	

EXHIBIT "E"

Prepared By and Return To:
Linda S. Brehmer Lanosa
Deputy General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

For Recording Purposes Only

Projects 429-604, 429-200A, 429-200

This document is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

E EME EEME E EEE EEE EEE CEE E

EE EME EEME is executed this _____ day of _____, 2018, by the CEE EEE EEE, a Florida Municipal Corporation existing under the laws of the State of Florida. whose address is 120 East Main Street, Apopka, Florida 32703 (“Grantor” or “City”) to and in favor of CEE EEE EEE EEE EEE EEE, public corporation and an agency of the State of Florida, whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807 (“Grantee” or “CFX”).

EE EEE EEE

WHEREAS, pursuant to section 348.753, 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; and

WHEREAS, pursuant to Section 166.021, Florida Statutes, the City is empowered to provide and maintain arterial and other roads for the benefit of its citizens; and

WHEREAS, pursuant to Section 335.0415, Florida Statutes, “public roads may be transferred between jurisdictions . . . by mutual agreement;” and

WHEREAS, in the course of the construction State Road (S.R.) 429, CFX acquired certain land for the benefit of the local jurisdictions and constructed thereon certain roadways and other improvements to insure a minimal disruption of traffic to the citizens and to provide for a smooth transition to the Expressway System, thus making both the Expressway System and the local road system compatible; and

WHEREAS, the construction of the Maitland Boulevard Extension S.R. 429 / 414 Systems Interchange Project No. 429-200, the S.R. 429 Interchange with C.R. 437A (a/k/a Ocoee-Apopka Road) Project No. 429-200A, and the Western Beltway S.R. 429 Project 75320-6460-604, are completed, and both parties desire title to the local roads and related facilities to vest in the City, subject to certain rights retained by CFX, and title to all of CFX's right-of-way and related facilities and crossings to vest in CFX; and

WHEREAS, in conjunction with this Easement Agreement, the parties have entered into or will enter into a separate Right of Way Transfer and Continuing Maintenance Agreement ("Maintenance Agreement") addressing, in part, each party's maintenance responsibilities with respect to the property identified therein; and

WHEREAS, the property that is the subject of this Easement Agreement involves the expressway bridges, ramps, columns, fencing, signage, and related structures and facilities (referred to as "Expressway Facilities") that cross over, under or through local road right-of-way within the jurisdictional limits of the City, either now or in the foreseeable future, as more particularly described in **Exhibit** attached hereto; and

WHEREAS, CFX affirms and City acknowledges that CFX reserves unto itself, its successors and assigns the Permanent Drainage Easement recorded in the Official Records of Orange County, Florida, as Document Number 1998-0120140 at O.R. Book 5447 and Page 2165; and

WHEREAS, the City desires to formally grant to CFX certain easements for the operation, maintenance, expansion, or removal of Expressway Facilities on, over and under the load road right-of-way.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is thereupon understood and agreed as follows:

1. That all of the foregoing recitals contained in this Easement Agreement are true and correct and are incorporated herein by this reference.

2. The City hereby grants and conveys to CFX and its successors and assigns, perpetual, exclusive easements for the Expressway Facilities over the local road right-of-ways as itemized in **Exhibit**, referred to as "Easement Property," including the right to access, install, construct, use, operate, maintain, alter, improve, repair, replace, renew, expand, and remove all or part of the Expressway Facilities over, through, across, and under the Easement Property. In addition, the City hereby grants and conveys to CFX and its successors and assigns, a perpetual, non-exclusive easement for limited-access fences, signs and related structures and facilities, including the right to access, install, construct, use, operate, maintain, alter, improve, repair replace, renew, expand, and remove on, over, through, across, and under the Easement Property. Further, if and when the

City acquires additional portions of local road right-of-way, the Easement Property shall encompass the additional portion of the local road right-of-way. The City or its successors in interest shall be entitled to make reasonable use of the Easement Property for local right-of-way not inconsistent with CFX's use; provided, any use by the City of the Easement Property shall not in any manner adversely affect the exercise of CFX's rights hereunder, use or enjoyment of the Easement Property. The City expressly agrees for itself and its successors and assigns, to refrain from any use of the Easement Property which would interfere with the Expressway Facilities or the Expressway System, or otherwise constitute a hazard for the Expressway Facilities or Expressway System.

3. 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, transmitted electronically or 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 as follows:

CFX: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director

Copy to: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel

CITY: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attn: Mayor

Copy to: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attn: City Attorney

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

4. This Easement Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto and recorded in the Public Records of Orange County, Florida.

5. All easements contained herein shall be appurtenant to the lands herein described, and, except as hereinafter set forth, shall run with said lands forever

and be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of the parties hereto. All obligations of the City and CFX hereunder shall be binding upon their respective successors-in-title and assigns; provided the covenants and obligations herein are only personal to and enforceable against the parties or successors-in-title, as the case may be, owning title to the respective properties at the time any liability or claim arising under this Easement Agreement shall have accrued, it being intended that upon the conveyance of title by a party, the party conveying title shall thereupon be released from any liability hereunder as to the property conveyed for any breach of this Agreement or claim arising under this Agreement accruing after the date of such conveyance. The easements set forth in this Agreement shall be perpetual.

6. **Entirety** This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

7. **Public Right** This instrument is not intended to, and shall not, create any rights in favor of the general public.

8. **Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

COMMENCEMENT

_____, the City has caused this Easement Agreement to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the date first above written.

_____, a Florida Municipal Corporation existing under the laws of the State of Florida.

(Print Name)

By: _____
Title: _____
Print: _____
Date: _____, 2009

(Print Name)

Approved as to form and legality for the execution by a signatory of the City of Apopka

Legal Counsel:
By: _____
Print: _____
Date: _____, 2009

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared _____, as _____, of the City of Apopka, personally known to me to be the individual and officer described in and who executed the foregoing instrument on behalf of said City of Apopka.

(Signature of Notary Public)

(Print or Type Name of Notary Public)
Notary Public, State of Florida
Commission No. & Expiration _____

the Central Florida Expressway Authority has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

CE, an agency of the State of Florida

Print Name: _____

By: Laura Kelley, Executive Director

Print Name: _____

Attest: Executive Secretary

APPROVED AS TO FORM AND LEGALITY this ___ day of ____, 2017, for use and reliance by Central Florida Expressway Authority Only

By: _____ Date: _____

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of ____, 2017, by Laura Kelley, as Executive Director of the CE, a public corporation and an agency of the State of Florida, on behalf of the agency. She is personally known to me.

(Signature of Notary Public)

(Print or Type Name of Notary Public) Notary Public, State of Florida Commission No. & Expiration _____


E B

E t r t

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Right of Way Committee Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: February 14, 2018

RE: Real Estate Purchase Agreement between Greater Orlando Aviation Authority ("GOAA"), City of Orlando, and Central Florida Expressway Authority ("CFX")
Location: State Road (S.R.) 528 and Cargo Road, Project 907

BACKGROUND

In connection with the widening and improvement of S.R. 528, including the construction of ramps and interchange improvements at S.R. 528 and S.R. 15 a/k/a "Narcoossee Road," referred to as the "Project," CFX needs to acquire a small piece of property owned by the City of Orlando and used by GOAA. The property is designated as Parcel 907-101 and consists of approximately 0.07624 acres as more particularly described in legal description attached to the Real Estate Purchase Agreement.

To accommodate the rerouting of drainage crossing under S.R. 528, CFX desires to purchase from GOAA and the City perpetual drainage easements on, over, and under Parcels 801A, 801B, and 801C, consisting of approximately 0.02195 acres, 0.02507 acres, and 0.26171 acres, respectively, as are more particularly described in the legal descriptions attached to the Real Estate Purchase Agreement. The cumulative area of the perpetual drainage easements is 0.30872 acres. The easements are depicted in the attached Right-of-Way map in yellow marked as **Attachment "A."** Parcel 907-101 is highlighted in red. For reference, an aerial of the location is marked as **Attachment "B."**

Also in connection with the Project, it was necessary for CFX to relocate Cargo Road because a portion of the road was located within the re-established limited access line for S.R. 528 and conflicted with the Project. CFX fully funded the relocation of Cargo Road.

The parties desire to formally transfer Parcels 907-101, 801A, 801B, and 801C by entering into the attached Real Estate Purchase Agreement, marked as **Attachment "C,"** whereby GOAA and the City shall sell Parcel 907-101 to CFX and convey the Easement Parcels to CFX, and CFX shall purchase from GOAA and City the Properties. The parties agree that the purchase price will be offset by CFX's in-kind improvements due to the relocation of Cargo Road.

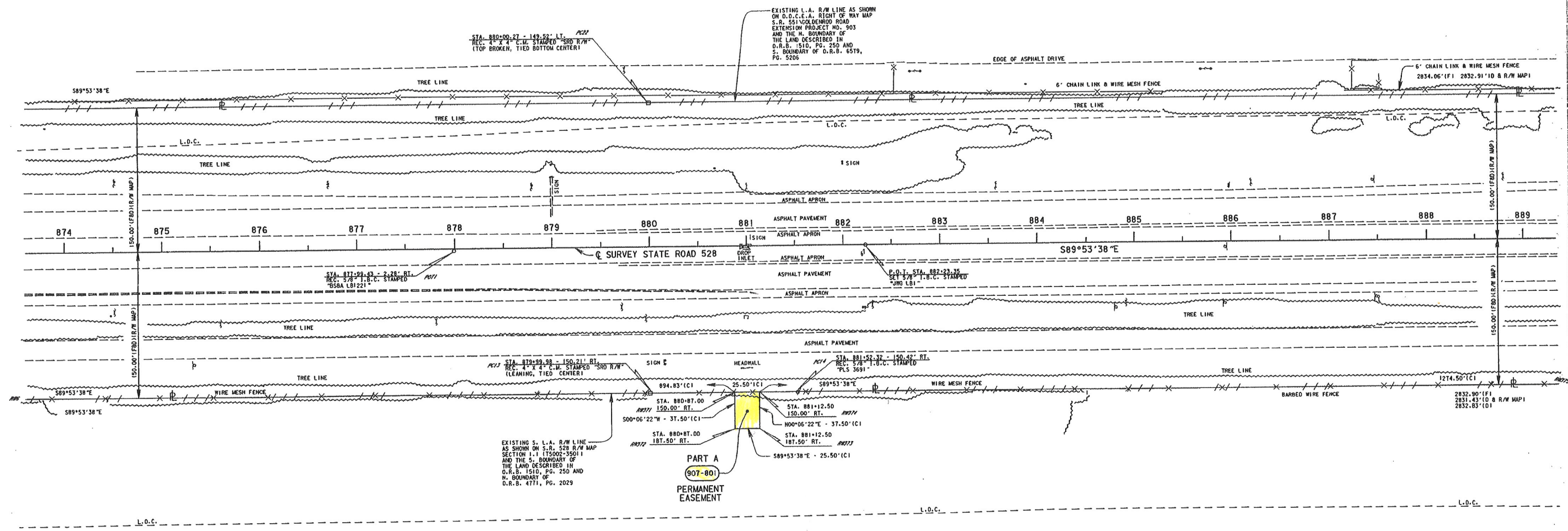
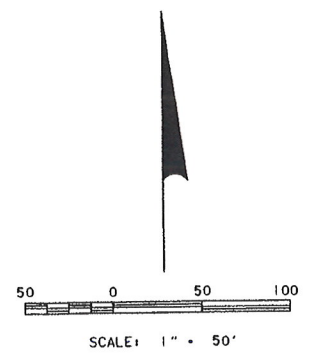
REQUEST

We request the Committee's recommendation for Board approval of the attached Real Estate Purchase Agreement between Greater Orlando Aviation Authority ("GOAA"), City of Orlando, and Central Florida Expressway Authority ("CFX").

ATTACHMENTS

- A. Right of Way Map
- B. Aerial
- C. Real Estate Purchase Agreement

ATTACHMENT "A"



CITY OF ORLANDO

NW. 1/4

SECTION 36, TOWNSHIP 23 SOUTH, RANGE 30 EAST

THIS MAP IS NOT A SURVEY
SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

DETAIL SHEET

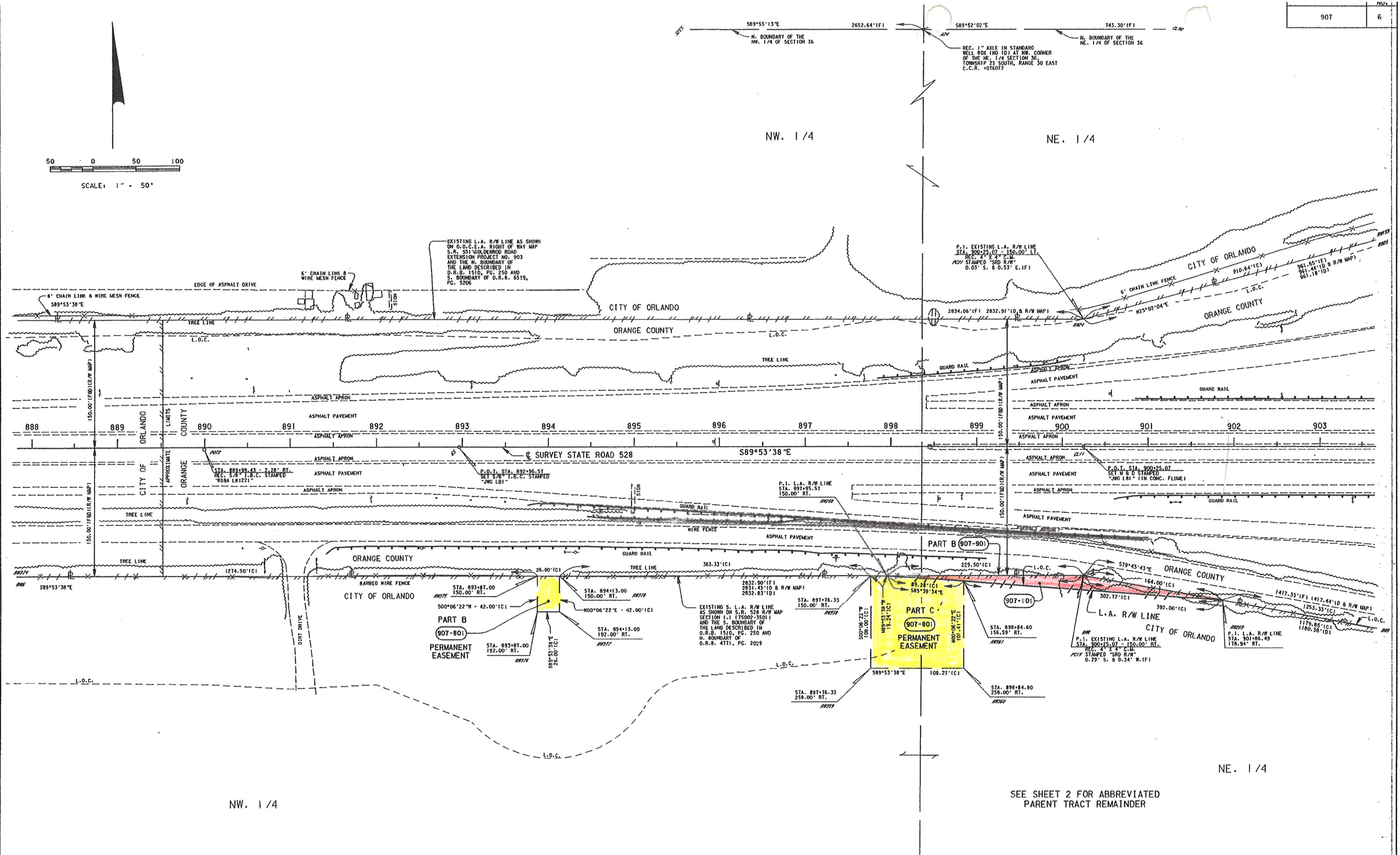
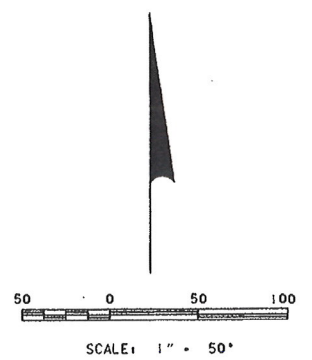
REVISIONS							
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY

JONES, WOOD AND GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - L.B.I.
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA, 32803
407-898-7780
JOB No. 28122 - RNDL05.DGN

DESIGNED BY	NAME	DATE	CADD BY	NAME	DATE
CHECKED BY			CHECKED BY		



RIGHT-OF-WAY MAP
FOR THE S.R. 528 / NARCOOSSEE ROAD INTERCHANGE
PROJECT NO. 907



SECTION 36, TOWNSHIP 23 SOUTH, RANGE 30 EAST

THIS MAP IS NOT A SURVEY
SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

DETAIL SHEET

REVISIONS							
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY

JONES, WOOD AND GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS • L.M.
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA, 32803
407-898-7780

NAME	DATE	NAME	DATE
DESIGNED BY		CADD BY	C.A. SCHLEKE 01-15-03
CHECKED BY		CHECKED BY	J.T. STEVENSON 05-04-07
SUPERVISED BY	J.T. STEVENSON		



RIGHT-OF-WAY MAP
FOR THE S.R. 528 / NARCOOSSEE ROAD INTERCHANGE
PROJECT NO. 907

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2018, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body created as an agency of the City of Orlando existing under and by virtue of the laws of the State of Florida, with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 (“GOAA”), the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation of the State of Florida with a principal address of 4974 ORL Tower Road, Orlando, FL 32807 (“CFX”), and the **CITY OF ORLANDO** (the “City”), a Florida Municipal Corporation created by and existing under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, FL 32802-4990. (GOAA, CFX, and City are sometimes collectively referred to herein as the “Parties”; GOAA and City are sometimes collectively referred to as “Owner”).

W I T N E S S E T H:

WHEREAS, GOAA is a public body corporate and politic duly organized and validly existing under Chapter 98-492, Special Laws of Florida 1998, as amended (the “GOAA Act”), as an independent special district and agency of the City of Orlando, Florida; and

WHEREAS, the City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately .07624 acres, as legally described and generally depicted on **Exhibit “A”** attached hereto and incorporated herein by this reference (“Parcel 907-101”); and

WHEREAS, in connection with the widening and improvement of S.R. 528 (a/k/a the Beachline) (the “Beachline Project”), including, without limitation, the construction of ramps and interchange improvements at S.R. 528 and S.R. 15 (a/k/a “Narcoossee Road”) (the “Project”), CFX required fee simple title to serve the expanded right of way for the new interchange and associated ramp system; and

WHEREAS, in connection with the Project, CFX needed to relocate Cargo Road, a portion of which was located within CFX’s S.R. 528 limited access line, and which, therefore, conflicted with the Beachline Project; and

WHEREAS, to accommodate the rerouting of drainage crossing under S.R. 528, CFX also desires to purchase from GOAA and the City perpetual drainage easements on, over, and under Parcel 801A, consisting of approximately 0.02195 acres, Parcel 801B, consisting of approximately 0.02507 acres, and Parcel 801C, consisting of approximately 0.26171 acres, (cumulatively 0.30872 acres), as are more particularly described and depicted on **Exhibit “B”** attached hereto and incorporated herein by this reference (the “Easement Parcels”) (hereinafter Parcel 907-101 and the Easements Parcels are collectively referred to as the “Properties”); and

WHEREAS, GOAA controls, operates and maintains the Properties pursuant to that certain Amended and Restated Operation and Use Agreement dated August 31, 2015 (“Operation Agreement”) with the City, and that certain Memorandum of Operation and Use Agreement filed March 23, 2016 in Official Records as Clerk’s Document No. 20160146368, Public Records of Orange County, Florida; and

WHEREAS, the Parties desire to formalize the terms and conditions whereby GOAA and the City shall sell Parcel 907-101 to CFX and convey the Easement Parcels to CFX, and CFX shall purchase from GOAA and City the Properties.

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is thereupon understood and agreed as follows:

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

2. **The Properties.**

(a) **Agreement to Convey Parcel 901-101.** Subject to the terms and conditions of this Agreement, City and GOAA hereby agree to transfer and convey to CFX all of their respective rights, title, and interest in and to Parcel 901-101 by Special Warranty Deed, substantially in the form of **Exhibit “C”** attached hereto and incorporated herein by this reference (the “Deed”).

(b) **Agreement to Convey the Easement Parcels.** Subject to the terms and conditions of this Agreement, City and GOAA hereby agree to convey drainage easements to CFX on Parcel 801A, Parcel 801B, and Parcel 801C by the Drainage Easement substantially in the form of **Exhibit “D”** attached hereto and incorporated herein by this reference (the “Drainage Easement”).

3. **Purchase Price.** The purchase price for Parcel 907-101 shall be EIGHT THOUSAND THREE HUNDRED EIGHTY-SEVEN AND NO/100 DOLLARS (\$8,387.00) as determined by that certain fair market value appraisal performed by Pinel & Carpenter, Inc., dated December 8, 2006 (the “Parcel 907-101 Purchase Price”). The purchase price for the Easement Parcels shall be TWENTY-FIVE THOUSAND, FOUR HUNDRED THIRTY-FOUR AND NO/100 DOLLARS (\$25,434.00) (cumulatively Parcel 801A - \$1,569.00, plus Parcel 801B - \$1,792.00, plus Parcel 801C - \$22,073.00 = \$25,434.00) pursuant to that certain fair market value appraisal performed by Pinel & Carpenter, Inc., dated December 8, 2006 (the “Easement Purchase Price”). As such, the purchase price for the Properties shall be THIRTY-THREE THOUSAND EIGHT HUNDRED TWENTY-ONE AND NO/100 DOLLARS (\$33,821.00) (cumulatively Parcel 907-101 - \$8,387.00, plus the Easements Parcels - \$25,434.00 = \$33,821.00) (the “Purchase Price”).

(a) **CFX In-Kind Improvements.** In lieu of payment, CFX has fully funded the relocation of Cargo Road in connection with the Project (the “CFX In-Kind Improvements”). The value of the CFX In-Kind Improvements is approximately ONE MILLION NINE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED NINETY-FIVE AND 08/100 DOLLARS (\$1,917,395.08) as described on **Exhibit “E”** attached hereto and incorporated herein by this reference. The Parties hereby agree that the Purchase Price for the Properties shall be offset by the value of the CFX In-Kind Improvements and no additional balance shall be owed by CFX to GOAA and City for the Properties.

4. **CFX’s Right of Inspection.** CFX shall at all times before Closing have the privilege of going upon the Properties with its agents and engineers as needed to inspect, examine, survey and otherwise undertake those actions which CFX, in its discretion, deems necessary or desirable to determine the suitability of the Properties for its intended uses thereof. Said privilege shall include, without limitation, the right to make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Properties. CFX may, in its sole discretion and at its sole cost and expense, have the Properties tested, surveyed and inspected to determine if the Properties contains any hazardous or toxic substances, wastes, materials, pollutants or contaminants.

5. **Evidence of Title.** CFX has, at CFX’s sole cost and expense, obtained a commitment from Marchena and Graham, P.A., as an agent for First American Title Insurance Company (the “Title Company”), for a policy of Owner’s Title Insurance (the “Commitment”). Copies of all documents constituting the exceptions referred to in the Commitment have been provided. The Commitment binds the Title Company to deliver to CFX a policy of Owner’s Title Insurance which shall insure CFX’s title to the Properties in an amount equal to the Purchase Price. CFX has reviewed the Commitment and those matters set forth on **Exhibit “G”** attached hereto and incorporated herein by reference shall be deemed and collectively referred to herein as the “Permitted Exceptions”. CFX shall take title to the Property subject to the Permitted Exceptions. At Closing, CFX shall pay the premium for the Owner’s Title Insurance Policy to be issued.

6. **Survey.** CFX shall have the right, at any time before Closing, to have the Property surveyed at its sole cost and expense (the “Survey”). Any Survey shall be performed and certified to CFX and the title company issuing the Commitment in accordance with applicable law, statutes and regulations and shall have located thereon all matters listed in the Commitment which are capable of being shown on a survey.

7. **Closing Date and Closing Procedures and Requirements.**

(a) **Closing Date.** The closing of the sale and purchase of Parcel 907-101 and conveyance of the Easement Parcels (the “Closing”) shall be held on a day and at a time mutually agreeable to the parties upon no less than ten (10) days written notice to GOAA and the City (the “Closing Date”). Closing shall occur at the offices of GOAA’s

attorney or any other place which is mutually acceptable to the parties. Without limiting anything contained, Closing may be accomplished by mail or courier.

(b) Conveyance of Title for Parcel 907-101. At the Closing, GOAA and the City shall execute and deliver to CFX a Special Warranty Deed, substantially similar to **Exhibit “C”** conveying fee simple marketable record title to Parcel 907-101, free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances, except as may be reasonably permitted by CFX. GOAA shall execute a Consent to said deed, as required by CFX. Additionally, at Closing, GOAA, at GOAA’s cost, shall deliver to CFX an executed FAA letter and Deed of Release as to the Properties pursuant to Paragraph 20 herein.

(c) Conveyance of Easement in Parcel 801A, 801B, and 801C. At Closing, GOAA and the City shall execute and deliver to CFX a Drainage Easement, substantially in the form of **Exhibit “D”** attached hereto, conveying a non-exclusive drainage easement over, under, and through Parcels 801A, 801B, and 801C, free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances, except as may be reasonably permitted by CFX. Additionally, at Closing, GOAA, shall deliver to CFX an executed FAA letter and Deed of Release as to the Easement Parcels pursuant to Paragraph 20 herein.

(d) Conveyance of Possession. Title shall transfer as of the Closing Date and, on or before the Closing Date, Owner shall abandon and vacate Parcel 907-101 and shall remove all personal property not included in this transaction that Owner intends to remove from Parcel 907-101 and for which CFX has not paid Owner as part of the Closing. Owner shall surrender possession of Parcel 907-101 to CFX at the Closing free of any tenancies, sub-tenancies or encumbrances, except those listed on the Permitted Exceptions in **Exhibit “G”**. Any personal property or fixtures left by Owner upon Parcel 907-101 after the Closing Date shall be presumed to be abandoned, and CFX will have the right to remove and destroy such property or fixtures without any responsibility or liability to Owner for any damages or claims whatsoever.

(e) Prorating of Taxes and Assessments. GOAA shall pay all taxes, assessments, and charges applicable to the Properties, if any, for all years through the Closing Date. At Closing, GOAA and the City will pay to CFX, or the closing agent, GOAA’s and the City’s prorata share of all taxes, assessments and charges, if any, allocable to the Properties for the year of closing, as determined by the Orange County Property Appraiser, the Orange County Tax Collector, and/or other applicable governmental unit. It is understood and acknowledged that the Properties, as property of GOAA and the City, is exempt from ad valorem real estate taxes, and GOAA and the City shall cooperate in good faith with CFX to evidence and confirm all applicable exemptions from taxes.

(f) Closing Costs. GOAA shall, at Closing, pay: (i) all real property transfer and transaction taxes and levies, including documentary stamps on the Deed, if any, relating to the purchase and sale of Parcel 907-101 (provided, that CFX shall cooperate in good faith with GOAA and the City to evidence and confirm all applicable

exemptions from said taxes); (ii) the cost of recording the Deed delivered hereunder; and (iii) the cost of recording the Drainage Easement delivered hereunder. GOAA shall also pay the costs associated with obtaining the Deed of Release from the Federal Aviation Administration (“FAA”). Each party shall pay its own attorneys’ fees and costs in connection with this Agreement and the Closing. All other costs incurred at Closing shall be borne by the parties in accordance with the custom and usage in Orange County, Florida.

(g) General Closing Documents. At Closing, the Owner shall sign a closing statement, an owner’s affidavit including matters referenced in Section 627.7842(b) and (c), Florida Statutes, and an affidavit that Owner is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include Owner’s taxpayer identification number and address or a withholding certificate from the Internal Revenue Service stating that Owner is exempt from withholding tax on the Purchase Price under FIRPTA) and such other documents as are necessary to complete the transaction. If, at the time of Closing, the Owner holds title to the Property in the form of a partnership, limited partnership, corporation, trust or any form of representative capacity whatsoever, then at Closing the Owner shall sign a beneficial interest affidavit described in Section 286.23, Florida Statutes, as applicable.

(h) Indemnification. City and GOAA shall, without waiving sovereign immunity as set forth in Florida law, indemnify and hold CFX harmless from and against any and all claims, loss, damages or liability that arises from or relates to unpaid ad valorem taxes on the Properties, or their parent tracts, incurred prior to the Closing Date; nothing herein shall inure to the benefit of a third party to allow any claim not otherwise barred by sovereign immunity or other operation of law. The duty to indemnify shall terminate upon payment or cancellation of all outstanding ad valorem taxes on the Parties or their parent tracts.

8. Warranties and Representations of GOAA. To induce CFX to enter into this Agreement and to purchase Parcel 907-101 and the easements, GOAA, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is given to the best of GOAA’s knowledge:

(a) That, pursuant to the Act and the Operating Agreement, GOAA has the full right, power, and authority to enter into and deliver this Agreement, and to consummate the transaction contemplated herein, in accordance with the conditions set forth by the FAA Letter of Release dated March 10, 2011, as described in **Exhibit “F”** attached hereto and incorporated herein by this reference.

(b) That the execution and delivery of this Agreement, and the consummation of the transaction contemplated herein, shall not, and do not, constitute a violation or breach by GOAA of any provision of any agreement or other instrument to which GOAA is a party, or to which either may be subject although not a party, nor result

in, or constitute a violation or breach of any judgment, writ, order, injunction, or decree issued against GOAA.

(c) Pursuant to the GOAA Act and the Operating Agreement, GOAA has the present, exclusive right to occupy, operate, control and use the Parcel 907-101 and the easements, and there are no tenancy, rental or other occupancy agreements affecting the Parcel 907-101 and the easements other than the Permitted Exceptions.

(d) That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting Parcel 907-101 and the easements or any portion thereof, or relating to or arising out of the ownership of Parcel 907-101 and the easements, in any court, or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(e) No person, firm or other legal entity other than CFX has any right or option whatsoever to acquire the interest contemplated herein as to Parcel 907-101 and the easements or any portion or thereof or any interest therein.

(f) To the best knowledge of GOAA, as of the date of this Agreement, GOAA has not received written notice from any governmental authority or agency of any material violation with respect to Parcel 907-101 and the easements of laws relating to Hazardous Materials (as hereinafter defined) which violation remains uncured in any material respect. For purposes of this Agreement, the term Hazardous Materials shall mean (a) any toxic substance or hazardous waste, hazardous substance or related hazardous material; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of presently existing federal, state or local safety guidelines, whichever are more stringent; and (c) any substance, material or chemical which is defined as or included in the definition of "hazardous substances", "toxic substances", "hazardous materials", "hazardous wastes" or words of similar import under any federal, state or local statute, law, code, or ordinance or under the regulations adopted or guidelines promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9061 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq., provided, however, that the term "Hazardous Material" shall not include (i) motor oil and gasoline contained in or discharged from vehicles not used primarily for the transport of motor oil or gasoline, or (ii) materials which are stored or used in the ordinary course of operating Parcel 907-101 and the easements.

(g) That each and every one of the foregoing representations and warranties are true and correct as of the date hereof, and will be true and correct as of the Closing Date.

(h) In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this section, or in any other part of this Agreement, of which GOAA has knowledge, GOAA shall immediately disclose same to CFX when such knowledge is first available; and in the event of any change which may be deemed by CFX to be materially adverse, CFX may, at its election, terminate this Agreement.

9. **Warranties and Representations of City.** To induce CFX to enter into this Agreement and to purchase Parcel 907-101, City, in addition to the other warranties and representations made herein, makes the following representations and warranties, each of which is given to the best of City's knowledge:

(a) That City, as fee simple owner of the Properties, has taken all steps necessary under its Charter, the Act, and the Operating Agreement to approve and authorize the sale of Parcel 907-101 and the sale and conveyance of the Drainage Easements contemplated herein, including, without limitation, conveyance of fee simple and the granting of perpetual easements.

(b) To the best knowledge of the City, there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Properties or any portion thereof or relating to or arising out of the City's fee ownership of the Properties, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(c) That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by City of any provision of any agreement or other instrument to which City is a party or to which either may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against City.

(d) To the best knowledge of the City, as of the date of this Agreement, the City has not received written notice from any governmental authority or agency of any material violation with respect to Parcel 907-101 and the easements of laws relating to Hazardous Materials (as hereinafter defined) which violation remains uncured in any material respect. For purposes of this Agreement, the term Hazardous Materials shall mean (a) any toxic substance or hazardous waste, hazardous substance or related hazardous material; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of presently existing federal, state or local safety guidelines, whichever are more stringent; and (c) any substance, material or chemical which is defined as or included in the definition of "hazardous substances", "toxic substances", "hazardous materials", "hazardous wastes" or words of similar import under any federal, state or local statute, law, code, or ordinance or under the regulations adopted or guidelines promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9061 et seq.; the Hazardous Materials

Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq., provided, however, that the term “Hazardous Material” shall not include (i) motor oil and gasoline contained in or discharged from vehicles not used primarily for the transport of motor oil or gasoline, or (ii) materials which are stored or used in the ordinary course of operating Parcel 907-101 and the easements.

(e) That each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(f) In the event that any changes occur as to any information, documents or exhibits referred to in the subparagraphs of this section, or in any other part of this Agreement, of which City has knowledge, City shall immediately disclose same to CFX when such knowledge is first available; and in the event of any change which may be deemed by CFX to be materially adverse, CFX may, at its election, terminate this Agreement.

10. **Defaults.** In the event any party breaches any warranty or representation contained in this Agreement, or fails to comply with, or perform any, of the conditions to be complied with, or any of the covenants, agreements, or obligations to be performed by such party under the terms and provisions of this Agreement, the non-defaulting party, in its sole discretion, shall be entitled to: (i) exercise any and all rights and remedies available to it at law and in equity, including, without limitation, the right of specific performance; or (ii) terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder, shall be deemed null and void, and of no further force or effect. Prior to exercising any remedies, the non-defaulting party shall provide the defaulting party with thirty (30) days' written notice and opportunity to cure the default.

11. **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, or within three (3) days after depositing with the United States Postal Service, postage prepaid by either 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 as follows:

CFX: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director

Copy to: General Counsel

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

GOAA: GREATER ORLANDO AVIATION AUTHORITY
One Jeff Fuque Boulevard
Orlando, Florida 32827-4399
Attn: Chief Executive Officer

Copy to: Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, Florida 32814
Attn: Marcos R. Marchena, Esq.

CITY: CITY OF ORLANDO
400 South Orange Avenue
Orlando, FL 32801
Attn: Chief Administrative Officer

Copy to: City Attorney
Office of Legal Affairs
400 South Orange Avenue
Orlando, Florida 32801
Attn: Roy Payne, Esq.

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

12. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligations 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 all parties. The provisions of this Agreement shall inure to the benefit of, and binding upon, the parties hereto, and their respective heirs, administrators, executors, personal representatives, successors and assigns. 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. GOAA, the City, 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 Orange County, Florida. **TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.**

13. **Survival of Provisions.** All covenants, representations, and warranties set forth in this Agreement shall survive the execution or delivery of any and all documents at any time executed or delivered under, pursuant to, or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to, or by reason of this Agreement.

14. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. 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.

15. **Attorneys' Fees.** In the event of any dispute hereunder, or of any action to interpret or enforce this Agreement, any provision hereof, or any matter arising herefrom, each party shall bear their own fees and costs.

16. **Waiver of Jury Trial.** GOAA, THE CITY, AND CFX VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

17. **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, GOAA, or the City execute this Agreement.

18. **Release.**

(a) **GOAA and City Release.** By execution of the Agreement, GOAA and City acknowledge and agree that the Purchase Price shall be offset by the CFX In-Kind Improvements performed by CFX on the Properties, and that GOAA and City shall receive no additional compensation for Parcel 907-101 and the Easement Parcels. GOAA and the City hereby waive and release CFX from any claim for payment for such rights or severance damages to any remaining property owned or occupied by GOAA or the City, including, without limitation, any claim for loss of access to Owner's remaining property, and any matter, cause or thing whatsoever, arising out of or in any way connected with the conveyance of Parcel 907-101 to CFX, all from the beginning of the world to the day thereof. A covenant shall be contained in the deed acknowledging Owner's agreement to the foregoing. (CFX Right-of-Way Acquisition Procedures Manual, Section 5-5.025) Nothing contained herein shall release CFX from its liabilities or obligations with respect to: (i) warranties, representations and covenants in the Agreement expressly surviving Closing,

(ii) any misrepresentation by CFX regarding this Agreement; or (iii) any loss or damage caused by the negligence or willful wrongdoing of CFX, its employees, contractors or agents.

(b) **CFX Release.** By execution of this Agreement, CFX acknowledges and agrees that as of the date of City's execution and delivery of the Deed, and GOAA's consent thereto, CFX shall remise, release, acquit, satisfy, and forever discharge GOAA and City of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which CFX ever had, then has, or which any personal representative, successor, heir or assign of CFX, thereafter can, shall or may have, against GOAA or City for, upon or by reason pertaining to the physical condition or suitability for use of the Properties; provided, however, such release shall specifically exclude (i) any warranties, representations and covenants in the Agreement expressly surviving closing, (ii) any misrepresentation by GOAA or City regarding this Agreement; or (iii) any loss or damages caused by the negligence or willful wrongdoing of GOAA or City or their respective employees, contractors or agents.

19. **Brokerage.** GOAA, City and CFX hereby represent and warrant each to the other that said warranting party has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of Parcel 907-101 contemplated herein. It is agreed by all parties hereto that any warranting party breaching or having breached this warranty shall indemnify all other non-breaching warranting parties for any damages, fines, penalties or losses incurred by them as a result of or arising from such breach. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City, GOAA, or CFX may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

20. **FAA Requirements.** The FAA requires certain provisions be made to the Agreement as a condition of the Deeds of Release being issued by the FAA, and in accordance with the requirements of the FAA, CFX, City and GOAA hereby agree to the following provisions as conditions of conveyance for Parcel 907-101 and the Easement Parcels (the "Properties") as follows (i.e., the following or substantially similar language will be included as part of the covenants, conditions and restrictions in the Deed conveying Parcel 907-101):

(a) City and GOAA reserve unto themselves, their successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of, or in the said airspace, for use of said airspace for landing on, or taking off from, or operating on Orlando International Airport.

(b) CFX, City and GOAA expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with the FAA Regulations, Part 77.

(c) CFX, City and GOAA expressly agree for themselves, their successors and assigns, to prevent any use of the herein described real property which would interfere with the landing or takeoff of aircraft at the Orlando International Airport, or interfere with the air navigation, and or communication facilities serving the Airport, or otherwise constitute an airport hazard.

(d) City and GOAA reserve unto themselves, their successors and assigns, the necessary interests or rights to ensure that the Properties will only be used for purposes that are compatible with noise levels generated by aircraft using the Orlando International Airport.

(e) CFX, City and GOAA, and their successors and assigns shall not permit/afford access from the Properties onto Orlando International Airport Property for aeronautical purposes.

(f) City and GOAA shall insure that if the Properties are used or converted to a municipal use, an amount equal to the fair market value will be deposited into an identifiable interest bearing account prior to conversion of the Properties to the municipal use. The proceeds should remain in this account until utilized in accordance with the FAA Order 5190.6B, paragraph 22.17.e

21. **Exhibits.** The following Exhibits are attached hereto and incorporated herein by reference:

- Exhibit “A”— Parcel 907-101
- Exhibit “B”— Easement Parcels
- Exhibit “C”— Form of Special Warranty Deed (Parcel 907-101)
- Exhibit “D”— Form of Drainage Easement
- Exhibit “E”— CFX In-Kind Improvements
- Exhibit “F”— FAA Letter of Release
- Exhibit “G”— Permitted Exceptions

[THIS SPACE LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGES FOLLOWING]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names as of the date first above written.

**“GOAA”
GREATER ORLANDO AVIATION
AUTHORITY**

ATTEST:

By: _____
Phillip N. Brown, A.A.E.,
Chief Executive Officer

Dayci S. Burnette-Snyder,
Assistant Secretary

Date: _____, 2018

WITNESSES:

APPROVED AS TO FORM AND
LEGALITY this ___ day of _____,
2018, for the Greater Orlando Aviation
Authority, only.
Marchena and Graham, P.A., General
Counsel.

(Printed Name)

By: _____
Marchena and Graham, P.A.

(Printed Name)

[SIGNATURE PAGES FOLLOWING]

**“CFX”
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**, a public
Corporation of the State of Florida

ATTEST:

By: _____
Laura Kelley, Executive Director
Date: _____, 2018

Darleen Mazzillo, Executive Secretary

WITNESSES:

(Printed Name)

(Printed Name)

APPROVED AS TO FORM AND
LEGALITY FOR USE AND RELIANCE
BY CENTRAL FLORIDA EXPRESSWAY
AUTHORITY ONLY.

Counsel

By: _____
Print: _____
Date: _____

[SIGNATURE PAGE FOLLOWING]

WITNESSES:

(Print Name)

(Print Name)

“CITY”

CITY OF ORLANDO, a Florida Municipal Corporation existing under the laws of the State of Florida

By: _____

Title: _____

Print: _____

Date: _____, 2018

APPROVED AS TO FORM AND LEGALITY FOR THE EXECUTION BY A SIGNATORY OF THE CITY OF ORLANDO

Legal Counsel:

By: _____

Print: _____

Date: _____, 2018

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 528 – NARCOOSSEE ROAD INTERCHANGE
PROJECT NUMBER 907**

PARCEL NO. 907-101

LIMITED ACCESS RIGHT OF WAY

THAT PART OF:

“Begin at the Southwest corner of Section 36, Township 23 South, Range 30 East; thence N 00°28’37” E, along the West line of said Section 36, 2826.90 feet to the West ¼ corner; thence, continuing along the West line of said Section 36, N 00°30’15” E, 1402.25 feet; thence S 89°16’02” E, 960.01 feet; thence S 00°30’15” W, 399.04 feet to a point of curvature of a curve, concave to the East, having a radius of 1970.00 feet; thence continue along the arc of said curve, through a central angle of 15°27’48”, 531.68 feet to a point of tangency; thence S 14°57’33” E, 750.00 feet to a point of curvature of a curve, concave to the West, having a radius of 1850.00 feet; thence continue along the arc of said curve, through a central angle of 12°10’13”, 392.96 feet; thence, departing said curve radially, N 87°12’39” E, 481.73 feet to an established environmental line; thence continue along said environmental line, S 29°04’35” E, 52.49 feet; thence S 40°01’55” E, 175.35 feet; thence S 41°09’27” E, 342.03 feet; thence S 14°04’36” E, 101.32 feet; thence S 24°20’54” E, 146.12 feet; thence S 29°20’14” W, 76.11 feet; thence S 11°17’41” W, 200.00 feet; thence S 18°05’36” W, 220.60 feet; thence S 03°48’35” W, 183.80 feet; thence S 11°48’17” E, 242.85 feet; thence S 13°26’35” W, 113.33 feet; thence S 17°17’55” W, 75.32 feet; thence S 38°43’57” W, 189.00 feet; thence S 50°01’14” W, 80.28 feet; thence S 32°17’28” W, 153.41 feet; thence S 20°47’38” W, 103.87 feet; thence S 18°18’46” E, 31.02 feet; thence, departing said environmental line, S 15°11’07” W, 504.61 feet; thence S 42°00’28” E, 761.54 feet to a point of curvature of a curve, concave to the Southwest, having a radius of 1020.00 feet; thence along the arc of said curve, through a central angle of 20°28’18”, 364.44 feet; thence departing said curve non-radially, N 89°21’37” W, 2325.66 feet to a point on the East line of Section 2, Township 24 South, Range 30 East; thence N 00°28’33” E, 1331.07 feet to the Northeast corner of said Section 2; thence N 89°19’23” W, along the North line of said Section 2, 51.33 feet to the point of beginning.

AND

A portion of Section 1, Township 24 South, Range 30 East, and Section 6, Township 24 South, Range 31 East, and Section 36, Township 23 South, Range 30 East, and Section 31, Township 23 South, Range 31 East, more particularly described as follows:

Begin at the SE corner of the North ½, of the NE ¼, of Section 1, Township 24 South, Range 30 East; thence N 89°20’34” W along the south line of said North 1/2, 2,499.66’; thence N 89°21’37” W along the south line of the North ½, of the NW ¼ of said Section 1, 322.81’ to a point on the arc of a curve concave to the southwest; thence along the arc of said curve, having a radius of 1,020.00’,

DATE: JULY 21, 2006
PARCEL NO. 907-101
PROJECT No. 907
JOB No. 28722
SHEET 3 OF 5 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL OF LAND WAS BASED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD 528 NARCOOSSEE ROAD INTERCHANGE, PROJECT NO. 907, AS CHECKED AND DATED

a delta of 20°28'18", a chord bearing of N 31°46'19" W, an arc distance of 364.44' to a point of tangency; thence N 42°00'28" W, 761.54'; thence N 15°11'07" E, 504.61'; thence N 18°18'46" W, 31.02'; thence N 20°47'38" E, 103.87'; thence N 32°17'28" E, 153.41'; thence N 50°01'14" E, 80.28'; thence N 38°43'57" E, 189.00'; thence N 17°17'55" E, 75.32'; thence N 13°26'35" E, 113.33'; thence N 11°48'17" W, 242.85'; thence N 03°48'35" E, 183.80'; thence N 18° 05'36" E, 220.60'; thence N 11°17'41" E, 200.00'; thence N 29°20'14" E, 76.11'; thence N 24°20'54" W, 146.12'; thence N 14°04'36" W, 101.32'; thence N 41°09'27" W, 342.03'; thence N 40°01'55" W, 175.35'; thence N 29°04'35" W, 52.49'; thence S 87°12'39" W, 481.73' to a point on the arc of a curve concave to the west; thence along said curve having a radius of 1,850.00'; a delta of 12°10'13", a chord bearing of N 08°31'22" W, an arc distance of 392.96' to a point of tangency; thence N 14°57'33" W, 750.00' to a point of curvature of a curve concave to the east; thence along said curve having a radius of 1,970.00', a delta of 15°27'48", an arc distance of 531.68' to a point of tangency; thence N 00°30'15" E, 399.04' to point on the southerly right-of-way line of State Road No. 528; thence along said southerly line S 89°16'02" E, 1,872.82'; thence S 79°06'58" E, 1,180.38'; thence S 29°31'30" E, 250.00'; thence S 79°06'58" E, 237.48' to a point on the westerly right-of-way line of State Road No. 15; thence along said line S 29°31'30" E, 3,181.92' to a point of curvature of a curve concave to the southwest; thence along said curve having a radius of 2,831.93', a delta of 27°51'14", an arc distance of 1,376.72' to a point of tangency; thence S 01°40'16" E, 1,031.76' to a point on the south line of the North ½ of the NE ¼, of Section 6, Township 24 South, Range 31 East; thence along said line N 89°13'20" W, 1,160.75' to the Point of Beginning."

(The above described parcels of land being described and recorded in Official Records Book 4691, Page 4073, and Official Records Book 4771, Page 2029 of the Public Records of Orange County, Florida.)

DESCRIBED AS FOLLOWS:

From a 6"x 6" concrete monument with a ¾" diameter iron pipe (no identification) at the Southeast corner of the Northeast ¼ of Section 36, Township 23 South, Range 30 East, Orange County, Florida as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with Orlando-Orange County Expressway Authority, Orlando, Florida, run North 89 degrees 51 minutes 38 seconds West, 366.09 feet along the South boundary of said Northeast ¼ of Section 36 to a point on the existing Westerly right of way line of Narcoossee Road as described and recorded in the Greater Orlando Aviation Authority Right of Way and Utility Service Agreement Item Number 6, Documentary Number 2922, Dated January 21, 1998, on file with the City of Orlando, said existing Westerly right of way line being parallel with and 65.00 feet Westerly of, when measured at right angles to, the centerline of survey of Narcoossee Road as shown on the aforesaid Orlando-Orange County Expressway Authority Right of Way Map; thence North 30 degrees 08 minutes 10 seconds West, 1068.34 feet along said existing Westerly right of way line parallel with said centerline of survey of Narcoossee Road to a point; thence North 59 degrees 51 minutes 50 seconds East, 32.00 feet along said existing Westerly right of way line to a point being 33.00 feet Westerly of, when measured at right angles to

DATE: JULY 21, 2006
 PARCEL NO. 907-101
 PROJECT NO. 907
 JOB NO. 28722
 SHEET 4 OF 5 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
 3841 EAST COLONIAL DRIVE
 ORLANDO, FLORIDA 32803
 PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL OF LAND WAS BASED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD 528 NARCOOSSEE ROAD INTERCHANGE, PROJECT NO. 907, AS CHECKED AND DATED

said centerline of survey of Narcoossee Road, said point also being the Southeast corner of that certain parcel of land being described and recorded in Official Records Book 3874, Page 4528, Public Records of Orange County, Florida, said point also being on the existing Westerly right of way line of Narcoossee Road as described and recorded in Deed Book 347, Page 185, Public Records of Orange County, Florida and as shown on Road Plat Book 1, Page 45 of said Public Records; thence North 30 degrees 08 minutes 10 seconds West, 250.00 feet along said existing Westerly right of way line to a point on the existing Southerly limited access right of way line of State Road 528 as shown on the aforesaid Right of Way Map, said limited access right of way line also being the Southerly boundary of that certain parcel of land being described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida; thence North 79 degrees 43 minutes 43 seconds West, 1253.33 feet along said existing Southerly limited access right of way line and the Southerly boundary of said parcel of land for the POINT OF BEGINNING; thence continue North 79 degrees 43 minutes 43 seconds West, 164.00 feet along said existing Southerly limited access right of way line and said Southerly boundary to a point being 150.00 feet Southerly of, when measured at right angles to the centerline of survey of State Road 528 as shown on the aforesaid Right of Way Map; thence North 89 degrees 53 minutes 38 seconds West, 229.50 feet along said existing Southerly limited access right of way line and said Southerly boundary parallel with said centerline of survey of State Road 528 to a point; thence South 85 degrees 39 minutes 34 seconds East, 392.00 feet to the Point of Beginning.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 528 AND NARCOOSSEE ROAD RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

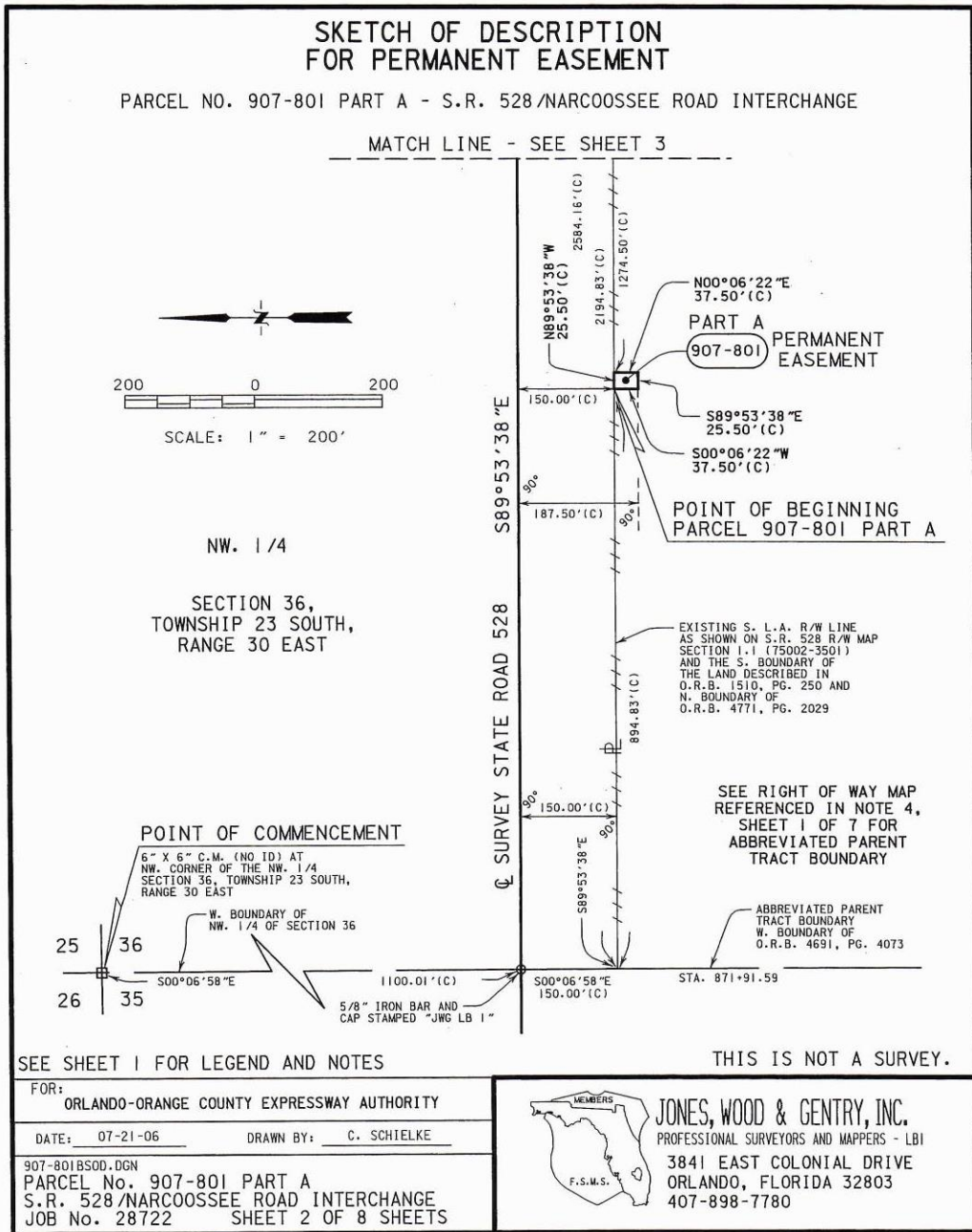
CONTAINING: 3321 Square feet, more or less.

DATE: JULY 21, 2006
PARCEL NO. 907-101
PROJECT NO. 907
JOB NO. 28722
SHEET 5 OF 5 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE: (407) 898-7780

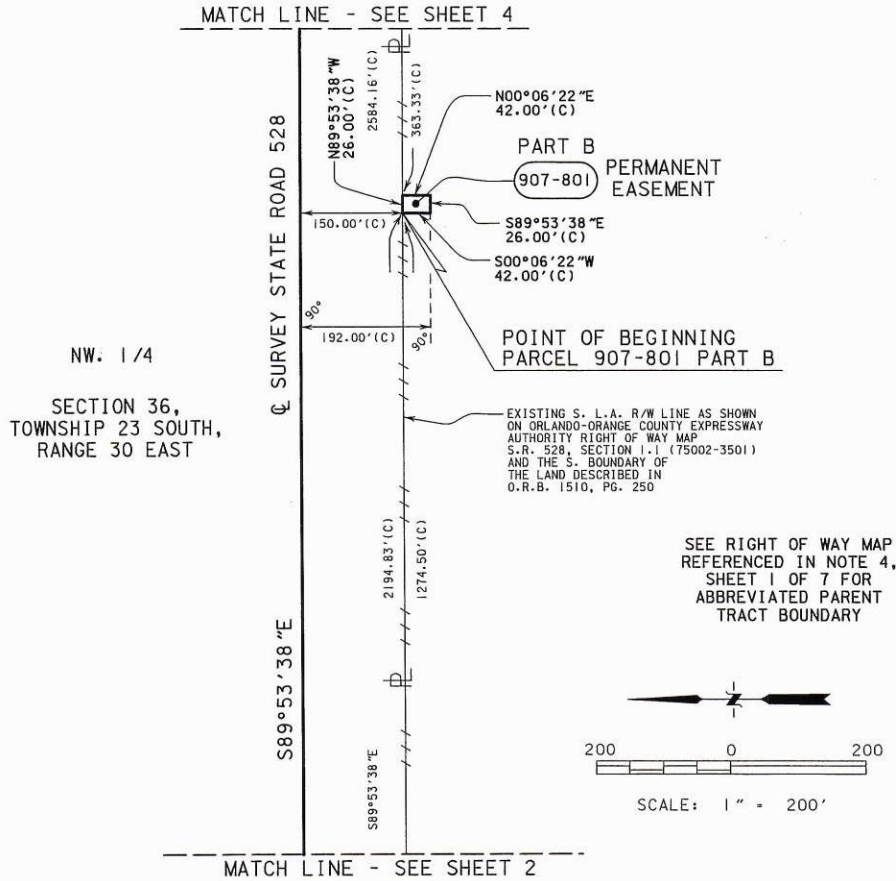
NOTE: DESCRIPTION FOR THIS PARCEL OF LAND WAS BASED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD 528 NARCOOSSEE ROAD INTERCHANGE, PROJECT NO. 907, AS CHECKED AND DATED

EXHIBIT "B" (the "Easement Parcels")



**SKETCH OF DESCRIPTION
FOR PERMANENT EASEMENT**

PARCEL NO. 907-801 PART B - S.R. 528/NARCOOSSEE ROAD INTERCHANGE



SEE SHEET 1 FOR LEGEND AND NOTES

THIS IS NOT A SURVEY.

FOR:
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

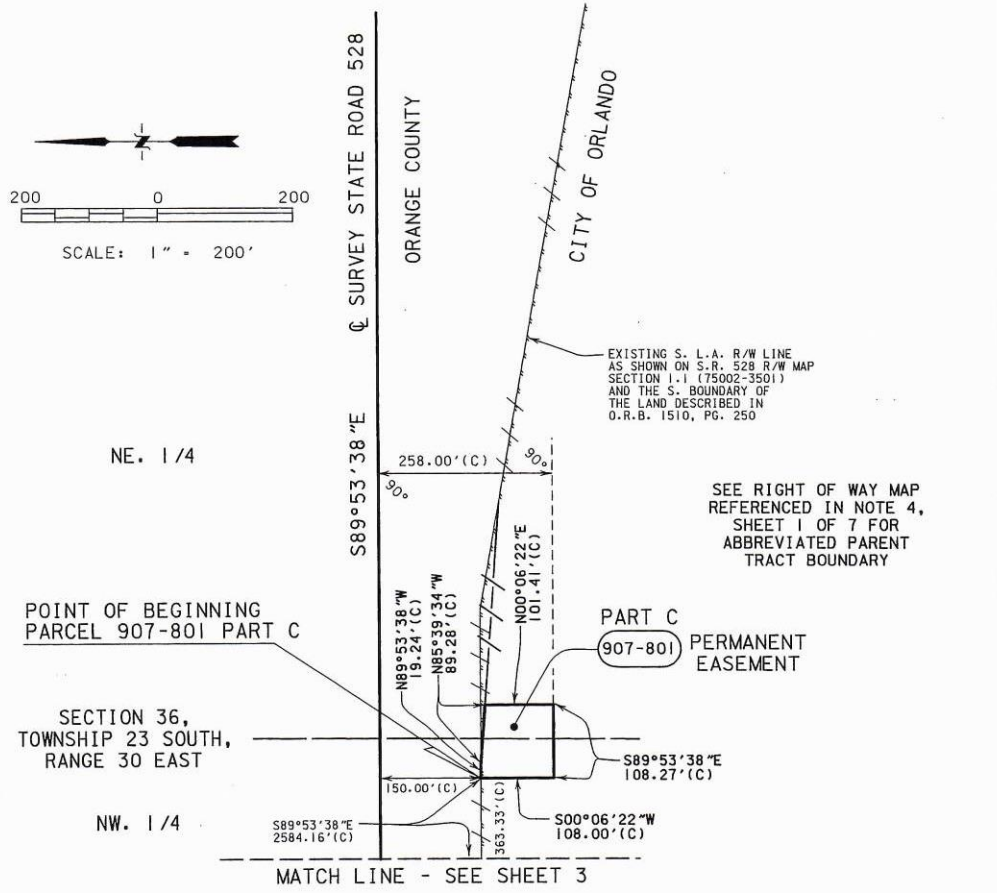
DATE: 07-21-06 DRAWN BY: C. SCHIELKE

907-801CS00.DGN
PARCEL No. 907-801 PART B
S.R. 528/NARCOOSSEE ROAD INTERCHANGE
JOB No. 28722 SHEET 3 OF 8 SHEETS

JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LBI
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA, 32803
407-898-7780

SKETCH OF DESCRIPTION FOR PERMANENT EASEMENT

PARCEL NO. 907-801 PART C - S.R. 528/NARCOOSSEE ROAD INTERCHANGE



SEE SHEET 1 FOR LEGEND AND NOTES

THIS IS NOT A SURVEY.

FOR:
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: 07-21-06 DRAWN BY: C. SCHIELKE

907-801.DSOD.DGN
PARCEL No. 907-801 PART C
S.R. 528/NARCOOSSEE ROAD INTERCHANGE
JOB No. 28722 SHEET 4 OF 8 SHEETS



JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LBI

3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA, 32803
407-898-7780

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 528 – NARCOOSSEE ROAD INTERCHANGE
PROJECT NUMBER 907

PARCEL NO. 907-801 PARTS A, B & C

PERMANENT EASEMENT

THAT PART OF:

“Begin at the Southwest corner of Section 36, Township 23 South, Range 30 East; thence N 00°28’37” E, along the West line of said Section 36, 2826.90 feet to the West ¼ corner; thence, continuing along the West line of said Section 36, N 00°30’15” E, 1402.25 feet; thence S 89°16’02” E, 960.01 feet; thence S 00°30’15” W, 399.04 feet to a point of curvature of a curve, concave to the East, having a radius of 1970.00 feet; thence continue along the arc of said curve, through a central angle of 15°27’48”, 531.68 feet to a point of tangency; thence S 14°57’33” E, 750.00 feet to a point of curvature of a curve, concave to the West, having a radius of 1850.00 feet; thence continue along the arc of said curve, through a central angle of 12°10’13”, 392.96 feet; thence, departing said curve radially, N 87°12’39” E, 481.73 feet to an established environmental line; thence continue along said environmental line, S 29°04’35” E, 52.49 feet; thence S 40°01’55” E, 175.35 feet; thence S 41°09’27” E, 342.03 feet; thence S 14°04’36” E, 101.32 feet; thence S 24°20’54” E, 146.12 feet; thence S 29°20’14” W, 76.11 feet; thence S 11°17’41” W, 200.00 feet; thence S 18°05’36” W, 220.60 feet; thence S 03°48’35” W, 183.80 feet; thence S 11°48’17” E, 242.85 feet; thence S 13°26’35” W, 113.33 feet; thence S 17°17’55” W, 75.32 feet; thence S 38°43’57” W, 189.00 feet; thence S 50°01’14” W, 80.28 feet; thence S 32°17’28” W, 153.41 feet; thence S 20°47’38” W, 103.87 feet; thence S 18°18’46” E, 31.02 feet; thence, departing said environmental line, S 15°11’07” W, 504.61 feet; thence S 42°00’28” E, 761.54 feet to a point of curvature of a curve, concave to the Southwest, having a radius of 1020.00 feet; thence along the arc of said curve, through a central angle of 20°28’18”, 364.44 feet; thence departing said curve non-radially, N 89°21’37” W, 2325.66 feet to a point on the East line of Section 2, Township 24 South, Range 30 East; thence N 00°28’33” E, 1331.07 feet to the Northeast corner of said Section 2; thence N 89°19’23” W, along the North line of said Section 2, 51.33 feet to the point of beginning.

AND

A portion of Section 1, Township 24 South, Range 30 East, and Section 6, Township 24 South, Range 31 East, and Section 36, Township 23 South, Range 30 East, and Section 31, Township 23 South, Range 31 East, more particularly described as follows:

Begin at the SE corner of the North ½, of the NE ¼, of Section 1, Township 24 South, Range 30

DATE: JULY 21, 2006
PARCEL NO. 907-801
PART A, PART B & PART C
PROJECT No. 907
JOB No. 28722
SHEET 5 OF 8 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL OF LAND WAS BASED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD 528 NARCOOSSEE ROAD INTERCHANGE, PROJECT NO. 907, AS CHECKED AND DATED

East; thence N 89°20'34" W along the south line of said North 1/2, 2,499.66'; thence N 89°21'37" W along the south line of the North 1/2, of the NW 1/4 of said Section 1, 322.81' to a point on the arc of a curve concave to the southwest; thence along the arc of said curve, having a radius of 1,020.00', a delta of 20°28'18", a chord bearing of N 31°46'19" W, an arc distance of 364.44' to a point of tangency; thence N 42°00'28" W, 761.54'; thence N 15°11'07" E, 504.61'; thence N 18°18'46" W, 31.02'; thence N 20°47'38" E, 103.87'; thence N 32°17'28" E, 153.41'; thence N 50°01'14" E, 80.28'; thence N 38°43'57" E, 189.00'; thence N 17°17'55" E, 75.32'; thence N 13°26'35" E, 113.33'; thence N 11°48'17" W, 242.85'; thence N 03°48'35" E, 183.80'; thence N 18° 05'36" E, 220.60'; thence N 11°17'41" E, 200.00'; thence N 29°20'14" E, 76.11'; thence N 24°20'54" W, 146.12'; thence N 14°04'36" W, 101.32'; thence N 41°09'27" W, 342.03'; thence N 40°01'55" W, 175.35'; thence N 29°04'35" W, 52.49'; thence S 87°12'39" W, 481.73' to a point on the arc of a curve concave to the west; thence along said curve having a radius of 1,850.00', a delta of 12°10'13", a chord bearing of N 08°31'22" W, an arc distance of 392.96' to a point of tangency; thence N 14°57'33" W, 750.00' to a point of curvature of a curve concave to the east; thence along said curve having a radius of 1,970.00', a delta of 15°27'48", an arc distance of 531.68' to a point of tangency; thence N 00°30'15" E, 399.04' to point on the southerly right-of-way line of State Road No. 528; thence along said southerly line S 89°16'02" E, 1,872.82'; thence S 79°06'58" E, 1,180.38'; thence S 29°31'30" E, 250.00'; thence S 79°06'58" E, 237.48' to a point on the westerly right-of-way line of State Road No. 15; thence along said line S 29°31'30" E, 3,181.92' to a point of curvature of a curve concave to the southwest; thence along said curve having a radius of 2,831.93', a delta of 27°51'14", an arc distance of 1,376.72' to a point of tangency; thence S 01°40'16" E, 1,031.76' to a point on the south line of the North 1/2 of the NE 1/4, of Section 6, Township 24 South, Range 31 East; thence along said line N 89°13'20" W, 1,160.75' to the Point of Beginning."

(The above described parcels of land being described and recorded in Official Records Book 4691, Page 4073, and Official Records Book 4771, Page 2029 of the Public Records of Orange County, Florida.)

DESCRIBED AS FOLLOWS:

PART A

From a 6 inch x 6 inch concrete monument (no identification) at the Northwest corner of the Northwest 1/4 of Section 36, Township 23 South, Range 30 East, Orange County, Florida, as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with the Orlando-Orange County Expressway Authority, Orlando, Florida, run South 00 degrees 06 minutes 58 seconds East, 1100.01 feet along the West boundary of said Northwest 1/4 of Section 36, to a 5/8 inch diameter iron bar and

DATE: JULY 21, 2006
 PARCEL NO. 907-801
 PART A, PART B & PART C
 PROJECT NO. 907
 JOB NO. 28722
 SHEET 6 OF 8 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
 3841 EAST COLONIAL DRIVE
 ORLANDO, FLORIDA 32803
 PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL OF LAND WAS BASED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD 528 NARCOOSSEE ROAD INTERCHANGE, PROJECT NO. 907, AS CHECKED AND DATED

cap stamped "JWG LB 1", being a point on the centerline of survey of State Road 528 as shown on said Right of Way Map; thence continue South 00 degrees 06 minutes 58 seconds East, 150.00 feet along said West boundary of the Northwest ¼ of Section 36, to a point on the existing Southerly right of way line of said State Road 528, said point also being on the South boundary of that certain parcel of land as described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida, said existing Southerly right of way line being parallel with and 150.00 feet Southerly of, when measured at right angles to said centerline of survey of State Road 528; thence South 89 degrees 53 minutes 38 seconds East, 894.83 feet along said existing Southerly right of way line and said South boundary parallel with said centerline of survey for the POINT OF BEGINNING; thence South 00 degrees 06 minutes 22 seconds West, 37.50 feet perpendicular to said centerline of survey to a point; thence South 89 degrees 53 minutes 38 seconds East, 25.50 feet parallel with and 187.50 feet Southerly of, when measured at right angles to said centerline of survey to a point; thence North 00 degrees 06 minutes 22 seconds East, 37.50 feet perpendicular to said centerline of survey to a point on the aforesaid existing Southerly right of way line and the aforesaid South boundary; thence North 89 degrees 53 minutes 38 seconds West, 25.50 feet along said existing Southerly right of way line and said South boundary to the Point of Beginning. (Containing: 956 Square feet, more or less)

AND

PART B

From a 6 inch x 6 inch concrete monument (no identification) at the Northwest corner of the Northwest ¼ of Section 36, Township 23 South, Range 30 East, Orange County, Florida, as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with the Orlando-Orange County Expressway Authority, Orlando, Florida, run South 00 degrees 06 minutes 58 seconds East, 1100.01 feet along the West boundary of said Northwest ¼ of Section 36, to a 5/8 inch diameter iron bar and cap stamped "JWG LB 1", being a point on the centerline of survey of State Road 528 as shown on said Right of Way Map; thence continue South 00 degrees 06 minutes 58 seconds East, 150.00 feet along said West boundary of the Northwest ¼ of Section 36, to a point on the existing Southerly right of way line of said State Road 528, said point also being on the South boundary of that certain parcel of land as described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida, said existing Southerly right of way line being parallel with and 150.00 feet Southerly of, when measured at right angles to said centerline of survey of State Road 528; thence South 89 degrees 53 minutes 38 seconds East, 2194.83 feet along said existing Southerly right of way line and said South boundary parallel with said centerline of survey for the POINT OF BEGINNING; thence South 00 degrees 06 minutes 22 seconds West, 42.00 feet perpendicular to said centerline of survey to a point; thence South 89 degrees 53 minutes 38 seconds East, 26.00 feet

DATE: JULY 21, 2006
PARCEL NO. 907-801
PART A, PART B & PART C
PROJECT NO. 907
JOB NO. 28722
SHEET 7 OF 8 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL
OF LAND WAS BASED ON THE RIGHT-OF-
WAY MAP FOR STATE ROAD 528
NARCOOSSEE ROAD INTERCHANGE,
PROJECT NO. 907, AS CHECKED AND
DATED

parallel with and 192.00 feet Southerly of, when measured at right angles to said centerline of survey to a point; thence North 00 degrees 06 minutes 22 seconds East, 42.00 feet perpendicular to said centerline of survey to a point on the aforesaid existing Southerly right of way line and the aforesaid South boundary; thence North 89 degrees 53 minutes 38 seconds West, 26.00 feet along said existing Southerly right of way line and said South boundary to the Point of Beginning. (Containing: 1092 Square feet, more or less)

AND

PART C

From a 6 inch x 6 inch concrete monument (no identification) at the Northwest corner of the Northwest ¼ of Section 36, Township 23 South, Range 30 East, Orange County, Florida, as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with the Orlando-Orange County Expressway Authority, Orlando, Florida, run South 00 degrees 06 minutes 58 seconds East, 1100.01 feet along the West boundary of said Northwest ¼ of Section 36, to a 5/8 inch diameter iron bar and cap stamped “JWG LB 1”, being a point on the centerline of survey of State Road 528 as shown on said Right of Way Map; thence continue South 00 degrees 06 minutes 58 seconds East, 150.00 feet along said West boundary of the Northwest ¼ of Section 36, to a point on the existing Southerly right of way line of said State Road 528, said point also being on the South boundary of that certain parcel of land as described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida, said existing Southerly right of way line being parallel with and 150.00 feet Southerly of, when measured at right angles to said centerline of survey of State Road 528; thence South 89 degrees 53 minutes 38 seconds East, 2584.16 feet along said existing Southerly right of way line and said South boundary parallel with said centerline of survey for the POINT OF BEGINNING; thence South 00 degrees 06 minutes 22 seconds West, 108.00 feet perpendicular to said centerline of survey to a point; thence South 89 degrees 53 minutes 38 seconds East, 108.27 feet parallel with and 258.00 feet Southerly of, when measured at right angles to said centerline of survey to a point; thence North 00 degrees 06 minutes 22 seconds East, 101.41 feet perpendicular to said centerline of survey to a point; thence North 85 degrees 39 minutes 34 seconds West, 89.28 feet to a point on the aforesaid existing Southerly right of way line and the aforesaid South boundary; thence North 89 degrees 53 minutes 38 seconds West, 19.24 feet along said existing Southerly right of way line and said South boundary to the Point of Beginning. (Containing: 11400 Square feet, more or less)

CONTAINING IN AGGREGATE: 13448 Square feet, more or less.

DATE: JULY 21, 2006
PARCEL NO. 907-801
PART A, PART B & PART C
PROJECT NO. 907
JOB NO. 28722
SHEET 8 OF 8 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL OF LAND WAS BASED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD 528 NARCOOSSEE ROAD INTERCHANGE, PROJECT NO. 907, AS CHECKED AND DATED

EXHIBIT "C"
("Form of Deed Parcel 907-101")

Prepared By and Return To:
Christopher J. Wilson, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, Florida 32814

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10) and 12B-4.054(24) F.A.C. and Florida Statute 201.02(6).

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed effective as of the _____ day of _____, 2018, by **THE CITY OF ORLANDO**, a Florida Municipal Corporation existing under the laws of the State of Florida with a principal address of 400 South Orange Avenue, Orlando, FL 32801 ("City"), and the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body existing under and by virtue of the State of Florida, with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 ("GOAA") (hereinafter collectively referred to as "**Grantors**") to the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate and agency of the State of Florida, ("CFX") with a principal address of 4974 ORL Tower Road, Orlando, Florida 32807 (hereinafter referred to as "**Grantee**");

WITNESSETH:

THAT GRANTORS, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee all Grantors' interest in that certain parcel of land situated in the City of Orlando, Orange County, Florida, more particularly described in **Exhibit "A,"** attached hereto and made a part hereof (hereinafter referred to as the "**Parcel 907-101 Property**"), together with all rights of ingress, egress, light, air and view to, from and across any State Road 528 road right-of-way which may otherwise accrue to any property adjoining said right-of-way.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging to or anyway appertaining, and all the estate, right, title, interest, claim.

AND the Grantors do hereby covenant with said Grantee that Grantors are lawfully seized of said land in fee simple; that Grantors have good right and lawful authority to sell and convey said land; that Grantors hereby fully warrant the title to said

land, and will defend the same against lawful claims of all persons whomsoever claiming by or through Grantors.

SUBJECT TO taxes for the current year and subsequent years and the covenants, conditions and restrictions which are set forth below:

a) Grantors reserve unto themselves, their successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on Orlando International Airport.

b) Grantors and Grantee expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with the FAA Regulations, Part 77.

c) Grantors and Grantee expressly agree for themselves, their successors and assigns, to prevent any use of the hereinafter described real property which would interfere with the landing or takeoff of aircraft at Orlando International Airport or interfere with the air navigation and or communication facilities serving Orlando International Airport, or otherwise constitute an airport hazard.

d) Grantors and Grantee expressly agree for themselves, their successors and assigns, to reserve necessary interests or rights to ensure that the hereinafter described real property will only be used for purposes that are compatible with noise levels generated by aircraft using the Orlando International Airport.

e) Grantors, Grantee, and their successors and assigns shall not permit/afford access from the subject property onto Orlando International Airport property for aeronautical purposes.

f) Grantors shall insure that if the property is used or converted to a municipal use, an amount equal to the fair market value will be deposited into an identifiable interest bearing account prior to conversion of the property to the municipal use. The proceeds should remain in this account until utilized in accordance with the FAA Order 5190.6A, paragraph 7-9.c.

Notice of Grantors' Release

The following provision is added as a condition of conveyance for the Parcel 907-101 Property:

a) Grantors acknowledge and agree that upon conveyance of the Right of Way Property to the Grantee, that the Parcel 907-101 Property shall be and is released from the provisions, covenants and other matters set forth in that certain Amended and Restated Operation and Use Agreement between the City of Orlando and Greater Aviation Authority filed August 31, 2015, and that certain Memorandum of Operation and Use Agreement filed March 23, 2016 in Official Records as Clerk's Document No. 20160146368, Public Records of Orange County, Florida, and any and all amendments thereto.

b) By execution of this instrument, Grantors, jointly and severally, acknowledge and agree that full compensation has been paid for the Parcel 907-101 Property and Grantors each hereby waive and release Grantee from any claim for loss of access or severance damages to any remaining property owned or occupied by City or GOAA and located on the Orlando International Airport site, that results from the Grantee's acquisition of the Parcel 907-101 Property, and the construction of the State Road 528 project.

[THIS SPACE LEFT BLANK INTENTIONALLY]

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOWING]

IN WITNESS WHEREOF, City has executed this Special Warranty Deed on the date first above written.

WITNESSES:

**"CITY"
CITY OF ORLANDO, FLORIDA**

By: _____

Print Name: _____

Print Name: _____

Mayor

Date: _____

Print Name: _____

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF ORLANDO, ONLY, THIS ____
DAY OF _____, 2018.

By: _____

City Attorney

**STATE OF FLORIDA
COUNTY OF ORANGE**

ACKNOWLEDGMENT

Personally Appeared before me this ____ day of _____, 2018, the undersigned authority, _____, well known to me and known by me to be the Mayor of the City of Orlando, and acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, and that they were duly authorized to do so.

Notary Seal

Notary Public

Print Name: _____

My commission expires: _____

[SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWING]

IN WITNESS WHEREOF, GOAA has executed this Special Warranty Deed on the date first above written.

**"GOAA"
GREATER ORLANDO AVIATION
AUTHORITY**

ATTEST:

By: _____
Dayci S. Burnette-Snyder,
Assistant Secretary

By: _____
Phillip N. Brown, A.A.E.,
Chief Executive Officer

Date: _____, 2018.

APPROVED AS TO FORM AND LEGALITY
THIS _____ DAY OF _____, 2018.
For the use and reliance of the Greater
Orlando Aviation Authority, only.
Marchena and Graham, P.A., General
Counsel

By: _____
Marchena and Graham, P.A.

**STATE OF FLORIDA
COUNTY OF ORANGE**

ACKNOWLEDGMENT

Personally Appeared before me this ____ day of _____, 2018, the undersigned authority, Phillip N. Brown, A.A.E., well known to me and known by me to be the Chief Executive Officer of the Greater Orlando Aviation Authority, and acknowledged before me that he executed the foregoing instrument on behalf of the Greater Orlando Aviation Authority as its true act and deed, and that he was duly authorized to do so.

Notary Seal

Notary Public

Print Name: _____

My commission expires: _____

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 528 – NARCOOSSEE ROAD INTERCHANGE
PROJECT NUMBER 907**

PARCEL NO. 907-101

LIMITED ACCESS RIGHT OF WAY

THAT PART OF:

“Begin at the Southwest corner of Section 36, Township 23 South, Range 30 East; thence N 00°28’37” E, along the West line of said Section 36, 2826.90 feet to the West ¼ corner; thence, continuing along the West line of said Section 36, N 00°30’15” E, 1402.25 feet; thence S 89°16’02” E, 960.01 feet; thence S 00°30’15” W, 399.04 feet to a point of curvature of a curve, concave to the East, having a radius of 1970.00 feet; thence continue along the arc of said curve, through a central angle of 15°27’48”, 531.68 feet to a point of tangency; thence S 14°57’33” E, 750.00 feet to a point of curvature of a curve, concave to the West, having a radius of 1850.00 feet; thence continue along the arc of said curve, through a central angle of 12°10’13”, 392.96 feet; thence, departing said curve radially, N 87°12’39” E, 481.73 feet to an established environmental line; thence continue along said environmental line, S 29°04’35” E, 52.49 feet; thence S 40°01’55” E, 175.35 feet; thence S 41°09’27” E, 342.03 feet; thence S 14°04’36” E, 101.32 feet; thence S 24°20’54” E, 146.12 feet; thence S 29°20’14” W, 76.11 feet; thence S 11°17’41” W, 200.00 feet; thence S 18°05’36” W, 220.60 feet; thence S 03°48’35” W, 183.80 feet; thence S 11°48’17” E, 242.85 feet; thence S 13°26’35” W, 113.33 feet; thence S 17°17’55” W, 75.32 feet; thence S 38°43’57” W, 189.00 feet; thence S 50°01’14” W, 80.28 feet; thence S 32°17’28” W, 153.41 feet; thence S 20°47’38” W, 103.87 feet; thence S 18°18’46” E, 31.02 feet; thence, departing said environmental line, S 15°11’07” W, 504.61 feet; thence S 42°00’28” E, 761.54 feet to a point of curvature of a curve, concave to the Southwest, having a radius of 1020.00 feet; thence along the arc of said curve, through a central angle of 20°28’18”, 364.44 feet; thence departing said curve non-radially, N 89°21’37” W, 2325.66 feet to a point on the East line of Section 2, Township 24 South, Range 30 East; thence N 00°28’33” E, 1331.07 feet to the Northeast corner of said Section 2; thence N 89°19’23” W, along the North line of said Section 2, 51.33 feet to the point of beginning.

AND

A portion of Section 1, Township 24 South, Range 30 East, and Section 6, Township 24 South, Range 31 East, and Section 36, Township 23 South, Range 30 East, and Section 31, Township 23 South, Range 31 East, more particularly described as follows:

Begin at the SE corner of the North ½, of the NE ¼, of Section 1, Township 24 South, Range 30 East; thence N 89°20’34” W along the south line of said North 1/2, 2,499.66’; thence N 89°21’37” W along the south line of the North ½, of the NW ¼ of said Section 1, 322.81’ to a point on the arc of a curve concave to the southwest; thence along the arc of said curve, having a radius of 1,020.00’,

DATE: JULY 21, 2006
PARCEL NO. 907-101
PROJECT No. 907
JOB No. 28722
SHEET 3 OF 5 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL OF LAND WAS BASED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD 528 NARCOOSSEE ROAD INTERCHANGE, PROJECT NO. 907, AS CHECKED AND DATED

a delta of 20°28'18", a chord bearing of N 31°46'19" W, an arc distance of 364.44' to a point of tangency; thence N 42°00'28" W, 761.54'; thence N 15°11'07" E, 504.61'; thence N 18°18'46" W, 31.02'; thence N 20°47'38" E, 103.87'; thence N 32°17'28" E, 153.41'; thence N 50°01'14" E, 80.28'; thence N 38°43'57" E, 189.00'; thence N 17°17'55" E, 75.32'; thence N 13°26'35" E, 113.33'; thence N 11°48'17" W, 242.85'; thence N 03°48'35" E, 183.80'; thence N 18° 05'36" E, 220.60'; thence N 11°17'41" E, 200.00'; thence N 29°20'14" E, 76.11'; thence N 24°20'54" W, 146.12'; thence N 14°04'36" W, 101.32'; thence N 41°09'27" W, 342.03'; thence N 40°01'55" W, 175.35'; thence N 29°04'35" W, 52.49'; thence S 87°12'39" W, 481.73' to a point on the arc of a curve concave to the west; thence along said curve having a radius of 1,850.00'; a delta of 12°10'13", a chord bearing of N 08°31'22" W, an arc distance of 392.96' to a point of tangency; thence N 14°57'33" W, 750.00' to a point of curvature of a curve concave to the east; thence along said curve having a radius of 1,970.00', a delta of 15°27'48", an arc distance of 531.68' to a point of tangency; thence N 00°30'15" E, 399.04' to point on the southerly right-of-way line of State Road No. 528; thence along said southerly line S 89°16'02" E, 1,872.82'; thence S 79°06'58" E, 1,180.38'; thence S 29°31'30" E, 250.00'; thence S 79°06'58" E, 237.48' to a point on the westerly right-of-way line of State Road No. 15; thence along said line S 29°31'30" E, 3,181.92' to a point of curvature of a curve concave to the southwest; thence along said curve having a radius of 2,831.93', a delta of 27°51'14", an arc distance of 1,376.72' to a point of tangency; thence S 01°40'16" E, 1,031.76' to a point on the south line of the North ½ of the NE ¼, of Section 6, Township 24 South, Range 31 East; thence along said line N 89°13'20" W, 1,160.75' to the Point of Beginning."

(The above described parcels of land being described and recorded in Official Records Book 4691, Page 4073, and Official Records Book 4771, Page 2029 of the Public Records of Orange County, Florida.)

DESCRIBED AS FOLLOWS:

From a 6"x 6" concrete monument with a ¾" diameter iron pipe (no identification) at the Southeast corner of the Northeast ¼ of Section 36, Township 23 South, Range 30 East, Orange County, Florida as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with Orlando-Orange County Expressway Authority, Orlando, Florida, run North 89 degrees 51 minutes 38 seconds West, 366.09 feet along the South boundary of said Northeast ¼ of Section 36 to a point on the existing Westerly right of way line of Narcoossee Road as described and recorded in the Greater Orlando Aviation Authority Right of Way and Utility Service Agreement Item Number 6, Documentary Number 2922, Dated January 21, 1998, on file with the City of Orlando, said existing Westerly right of way line being parallel with and 65.00 feet Westerly of, when measured at right angles to, the centerline of survey of Narcoossee Road as shown on the aforesaid Orlando-Orange County Expressway Authority Right of Way Map; thence North 30 degrees 08 minutes 10 seconds West, 1068.34 feet along said existing Westerly right of way line parallel with said centerline of survey of Narcoossee Road to a point; thence North 59 degrees 51 minutes 50 seconds East, 32.00 feet along said existing Westerly right of way line to a point being 33.00 feet Westerly of, when measured at right angles to

DATE: JULY 21, 2006
 PARCEL NO. 907-101
 PROJECT NO. 907
 JOB NO. 28722
 SHEET 4 OF 5 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
 3841 EAST COLONIAL DRIVE
 ORLANDO, FLORIDA 32803
 PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL OF LAND WAS BASED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD 528 NARCOOSSEE ROAD INTERCHANGE, PROJECT NO. 907, AS CHECKED AND DATED

said centerline of survey of Narcoossee Road, said point also being the Southeast corner of that certain parcel of land being described and recorded in Official Records Book 3874, Page 4528, Public Records of Orange County, Florida, said point also being on the existing Westerly right of way line of Narcoossee Road as described and recorded in Deed Book 347, Page 185, Public Records of Orange County, Florida and as shown on Road Plat Book 1, Page 45 of said Public Records; thence North 30 degrees 08 minutes 10 seconds West, 250.00 feet along said existing Westerly right of way line to a point on the existing Southerly limited access right of way line of State Road 528 as shown on the aforesaid Right of Way Map, said limited access right of way line also being the Southerly boundary of that certain parcel of land being described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida; thence North 79 degrees 43 minutes 43 seconds West, 1253.33 feet along said existing Southerly limited access right of way line and the Southerly boundary of said parcel of land for the POINT OF BEGINNING; thence continue North 79 degrees 43 minutes 43 seconds West, 164.00 feet along said existing Southerly limited access right of way line and said Southerly boundary to a point being 150.00 feet Southerly of, when measured at right angles to the centerline of survey of State Road 528 as shown on the aforesaid Right of Way Map; thence North 89 degrees 53 minutes 38 seconds West, 229.50 feet along said existing Southerly limited access right of way line and said Southerly boundary parallel with said centerline of survey of State Road 528 to a point; thence South 85 degrees 39 minutes 34 seconds East, 392.00 feet to the Point of Beginning.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 528 AND NARCOOSSEE ROAD RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING: 3321 Square feet, more or less.

DATE: JULY 21, 2006
PARCEL NO. 907-101
PROJECT NO. 907
JOB NO. 28722
SHEET 5 OF 5 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL OF LAND WAS BASED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD 528 NARCOOSSEE ROAD INTERCHANGE, PROJECT NO. 907, AS CHECKED AND DATED

EXHIBIT “D”
(the “Drainage Easement”)

Prepared By and Return To:
Christopher J. Wilson, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, FL 32814-6687

For Recording Purposes Only

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT is executed this _____ day of _____, 2018, by the **CITY OF ORLANDO**, a Florida Municipal Corporation existing under the laws of the State of Florida with a principal address of 400 South Orange Avenue, Orlando, FL 32801 (“Grantor”), the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body created as an agency of the City of Orlando existing under and by virtue of the laws of the State of Florida, with a principal address of One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399 (“Co-Grantor”), to and in favor of the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation and an agency of the State of Florida, whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807 (“Grantee”).

WHEREAS, the Co-Grantor is a public body corporate and politic duly organized and validly existing under Chapter 98-492, Special Laws of Florida 1998, as amended (the “Act”), as an independent special district and agency of the Grantor; and

WHEREAS, the Grantor is fee owner of the following described property situated, lying and being in Orange County, Florida, as set forth in **Exhibit “A”** attached hereto and made a part hereof (the “Property”), which Co-Grantor occupies and operates as the Orlando International Airport, pursuant to that certain Amended and Restated Operation and Use Agreement dated August 31, 2015 (the “Operating Agreement”), and that certain Memorandum of Operation and Use Agreement filed March 23, 2016 in Official Records as Clerk’s Document No. 20160146368, Public Records of Orange County, Florida; and

WHEREAS, Grantor and Co-Grantor desire to grant to Grantee certain easements for drainage appurtenant to State Road 528, all under terms and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the sum of One and no/100 Dollars (\$1.00) and other good and valuable considerations and the covenants and

promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is thereupon understood and agreed as follows:

1. **Recitals.** That all of the foregoing recitals contained in this Agreement are true and correct and are incorporated herein by this reference.

2. **Grant of Easement.** Grantor and Co-Grantor hereby grant and convey to Grantee and its successors and assigns, a perpetual, non-exclusive easement for ingress, egress, access, drainage, use, construction, maintenance, repair and replacement of a drainage ditch, pipe, line and facility (the "Drainage Facilities") on, over, across, under: Parcel 801A (.02195 acres); Parcel 801B (.02507 acres); and, Parcel 801C (.26171 acres), (cumulatively .30872 acres), generally described and depicted on **Exhibit "B"** (the "Easement Property"). Grantor, Co-Grantor, or its successors in interest shall be entitled to make reasonable use of the Easement Property not inconsistent with Grantee's use; provided, any use by Grantor or Co-Grantor of the Easement Property shall require the prior written notice to Grantee, and shall not in any manner adversely affect the exercise of Grantee's rights hereunder, use or enjoyment of the Easement Property; provided, any use by Grantor or Co-Grantor of the Easement Property shall not adversely affect Grantee's use or enjoyment of the Easement Property.

3. **Grantee's Covenants.** Grantee agrees that in connection with its development and use of the Easement Property all materials furnished and work performed on the Easement Property was performed in accordance with all governmental requirements and Grantee was responsible to pay all costs for all materials and work performed on the Easement Property in connection with the construction and installation, maintenance, repair and replacement of the Drainage Facilities.

4. **Maintenance.** Grantee agrees to maintain said Drainage Facilities within the Easement Property, and to pay all costs and expenses associated with its use of the Drainage Facilities. Grantee shall have the right to clear and keep clear all trees, undergrowth and other non-vital obstructions that may interfere with the normal operation or maintenance of the Drainage Facilities, out of and away from the herein granted easement. Except in the case of emergency, Grantor shall provide Grantee written notice at least five (5) days prior to Grantor's (or Co-Grantor's) entering upon the Easement Property. In the case of an emergency, Grantor shall provide Grantee notice concurrently with Grantor's remediation activity. Upon the conclusion of any maintenance activity by Grantor within the Easement Property or under the terms of this Easement Agreement, Grantor shall repair and restore the Easement Property or adjacent property owned by Grantor (if disturbed), to its condition existing immediately prior to Grantor's activity.

5. **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, transmitted electronically or 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 as follows:

Grantee: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director

Copy to: General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

Co-Grantor: GREATER ORLANDO AVIATION AUTHORITY
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Attn: Chief Executive Officer

Copy to: Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, Florida 32814
Attn: Marcos R. Marchena

Grantor: CITY OF ORLANDO
400 South Orange Avenue
Orlando, FL 32801
Attn: Chief Administrative Officer

Copy to: City Attorney
Office of Legal Affairs
400 South Orange Avenue
Orlando, Florida 32801
Attn: Roy Payne

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

6. **Modification.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further Agreement in writing duly executed by the parties hereto and recorded in the Public Records of Orange County, Florida.

7. **Successors and Assigns.** All easements contained herein shall be appurtenant to the lands herein described, and, except as hereinafter set forth, shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable

by the heirs, legal representatives, successors and assigns of the parties hereto. All obligations of Grantor, Co-Grantor, and Grantee hereunder shall be binding upon their respective successors-in-title and assigns; provided the covenants and obligations herein are only personal to and enforceable against the parties or successors-in-title, as the case may be, owning title to the respective properties at the time any liability or claim arising under this Agreement shall have accrued, it being intended that upon the conveyance of title by a party, the party conveying title shall thereupon be released from any liability hereunder as to the property conveyed for any breach of this Agreement or claim arising under this Agreement accruing after the date of such conveyance. The easements set forth in this Agreement shall be perpetual.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

9. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising thereon, each party shall bear their own fees and costs.

IN WITNESS WHEREOF, the Grantor and Co-Grantor have caused this Easement to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the date first above written.

[THIS SPACE LEFT BLANK INTENTIONALLY]

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOWING]

Signed, sealed and delivered
in the presence of:

(Print Name)

(Print Name)

“GRANTOR”
CITY OF ORLANDO, a Florida Municipal
Corporation existing under the laws of the
State of Florida.

By: _____
Title: _____
Print: _____
Date: _____, 2018

APPROVED AS TO FORM AND
LEGALITY FOR THE EXECUTION BY
A SIGNATORY OF THE CITY OF
ORLANDO.

Legal Counsel:
By: _____
Print: _____
Date: _____, 2018

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared _____, as _____, of the City of Orlando, personally known to me to be the individual and officer described in and who executed the foregoing instrument on behalf of said City of Orlando, and acknowledged the execution thereof to be his/her free act and deed as such officer and that he/she was duly authorized so to do.

In witness whereof, I have hereunto set my hand and official seal at Orlando, in the County of Orange, State of Florida, this _____ day of _____, 2018.

Notary Public
My commission expires: _____

Signed, sealed and delivered
in the presence of:

**“CO-GRANTOR”
GREATER ORLANDO AVIATION
AUTHORITY**

ATTEST:

Dayci Burnette-Snyder,
Assistant Secretary

By: _____
Phillip N. Brown, A.A.E.,
Chief Executive Officer

WITNESSES:

APPROVED AS TO FORM AND
LEGALITY this ___day of _____,
2018, for the use and reliance of the
GREATER ORLANDO AVIATION
AUTHORITY, only.

(Print Name)

Marchena and Graham, P.A., General
Counsel

(Print Name)

By: _____
Marchena and Graham, P.A

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared Phillip N. Brown, A.A.E., as Chief Executive Officer of the Greater Orlando Aviation Authority, personally known to me to be the individual and officer described in and who executed the foregoing instrument on behalf of said Greater Orlando Aviation Authority, and acknowledged the execution thereof to be his free act and deed as such officer and that he was duly authorized so to do.

In witness whereof, I have hereunto set my hand and official seal at Orlando, in the County of Orange, State of Florida, this _____ day of _____, 2018.

Notary Public
My commission expires: _____

Signed, sealed and delivered
in the presence of:

“GRANTEE”
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, an agency of the State of
Florida

ATTEST:

By: _____
_____, Executive Director

Date: _____

Darleen Mazzillo, Executive Secretary

WITNESSES:

APPROVED AS TO FORM AND
LEGALITY FOR USE AND RELIANCE
BY CENTRAL FLORIDA EXPRESSWAY
AUTHORITY ONLY.

(Printed Name)

Counsel

(Printed Name)

By: _____
Print: _____
Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by _____, as Executive Director of the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation and an agency of the State of Florida, on behalf of the agency. He is personally known to me.

Notary Public

Printed name of Notary Public
My commission expires: _____

EXHIBIT "A"
("Property")

EXHIBIT A

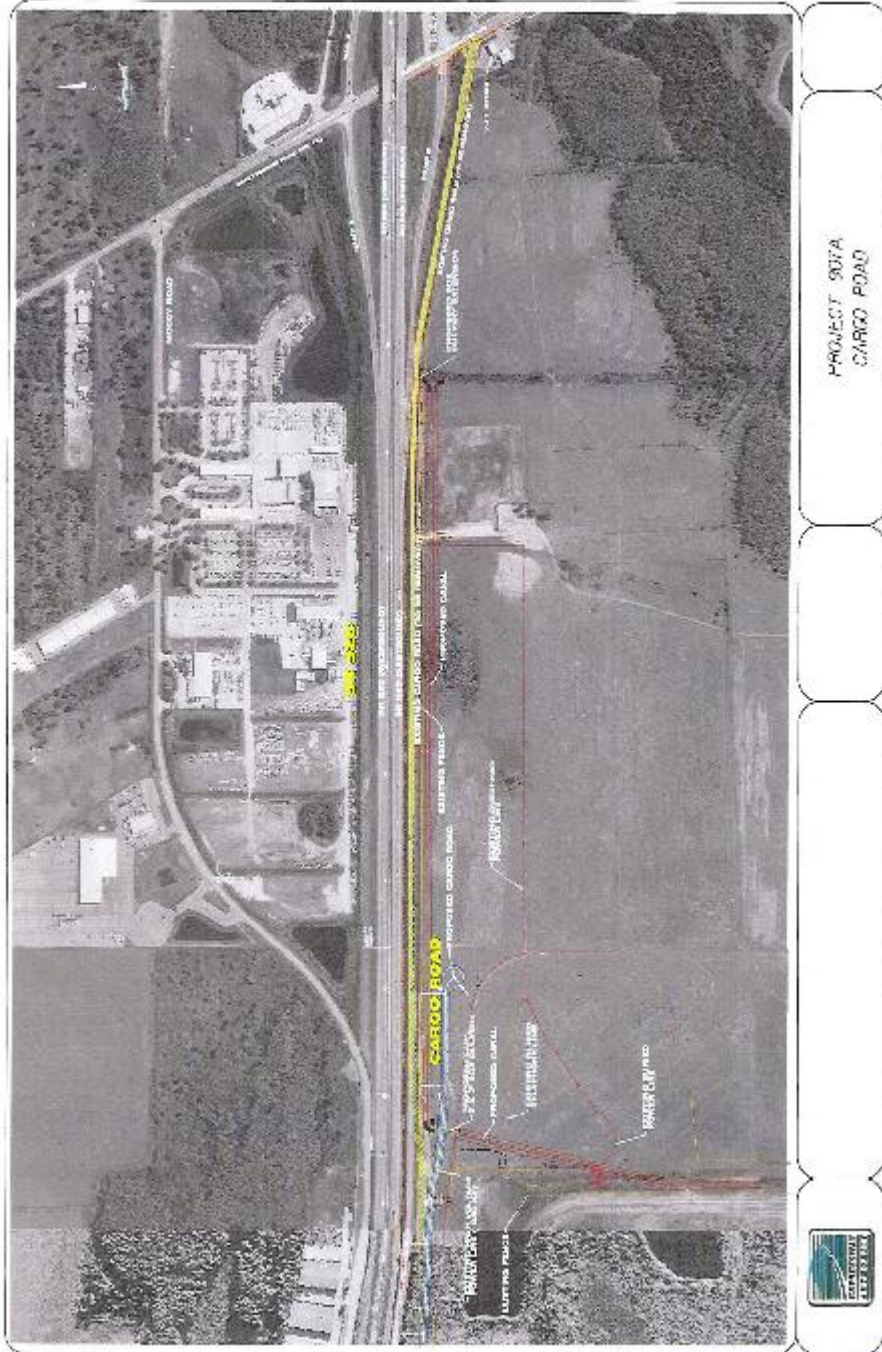
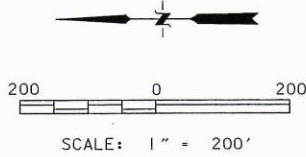


EXHIBIT "B"
("Easement Property")

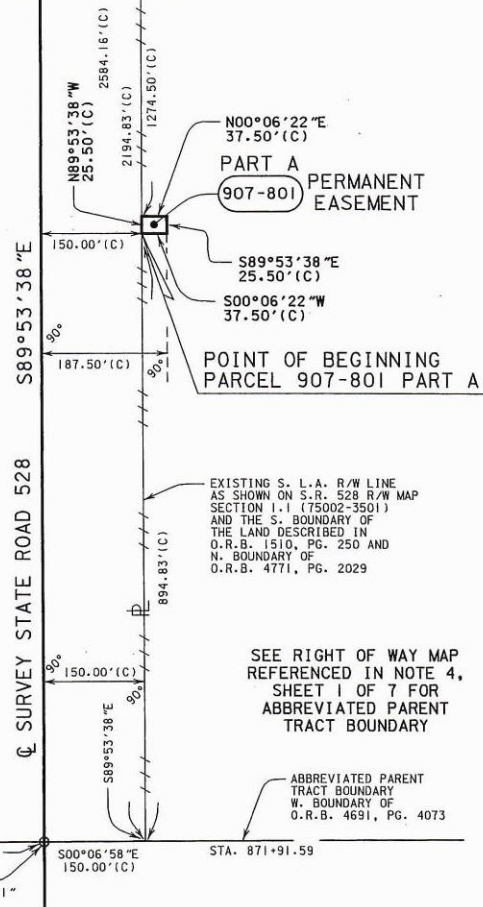
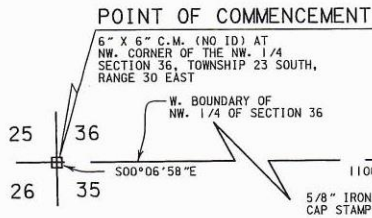
**SKETCH OF DESCRIPTION
FOR PERMANENT EASEMENT**

PARCEL NO. 907-801 PART A - S.R. 528/NARCOOSSEE ROAD INTERCHANGE

MATCH LINE - SEE SHEET 3



NW. 1/4
SECTION 36,
TOWNSHIP 23 SOUTH,
RANGE 30 EAST



SEE SHEET 1 FOR LEGEND AND NOTES

THIS IS NOT A SURVEY.

FOR:
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DATE: 07-21-06 DRAWN BY: C. SCHIELKE

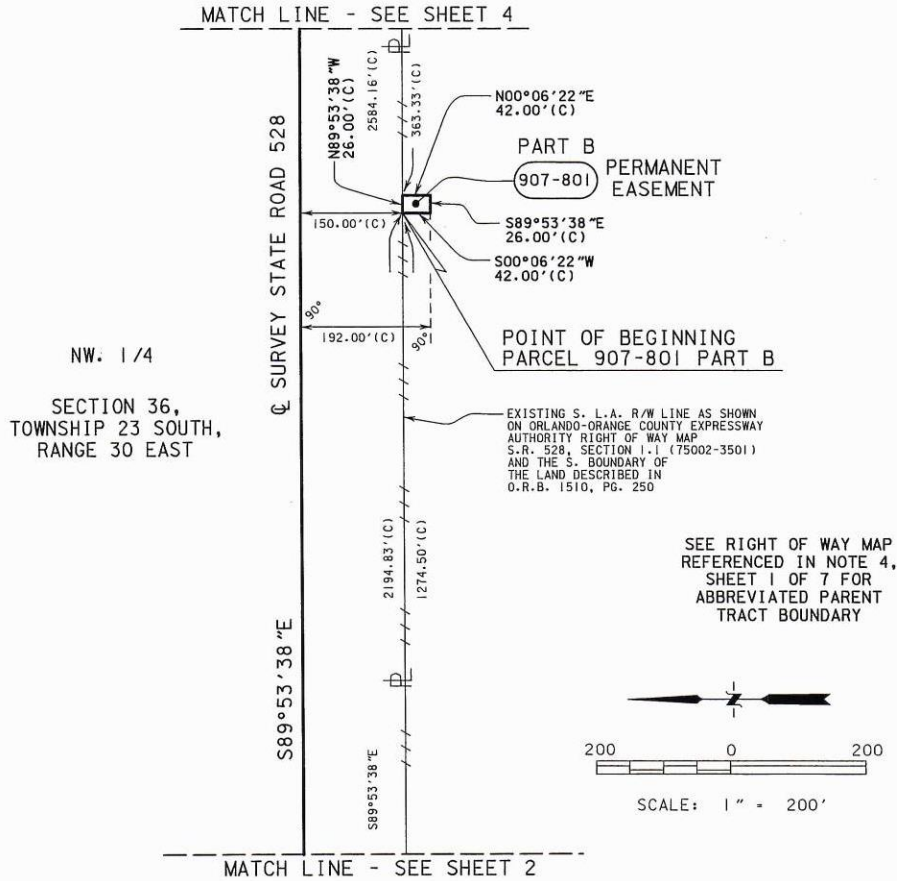
907-801BS0D.DGN
PARCEL No. 907-801 PART A
S.R. 528/NARCOOSSEE ROAD INTERCHANGE
JOB No. 28722 SHEET 2 OF 8 SHEETS



JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LBI
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
407-898-7780

**SKETCH OF DESCRIPTION
FOR PERMANENT EASEMENT**

PARCEL NO. 907-801 PART B - S.R. 528/NARCOOSSEE ROAD INTERCHANGE



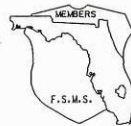
SEE SHEET 1 FOR LEGEND AND NOTES

THIS IS NOT A SURVEY.

FOR:
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: 07-21-06 DRAWN BY: C. SCHIELKE

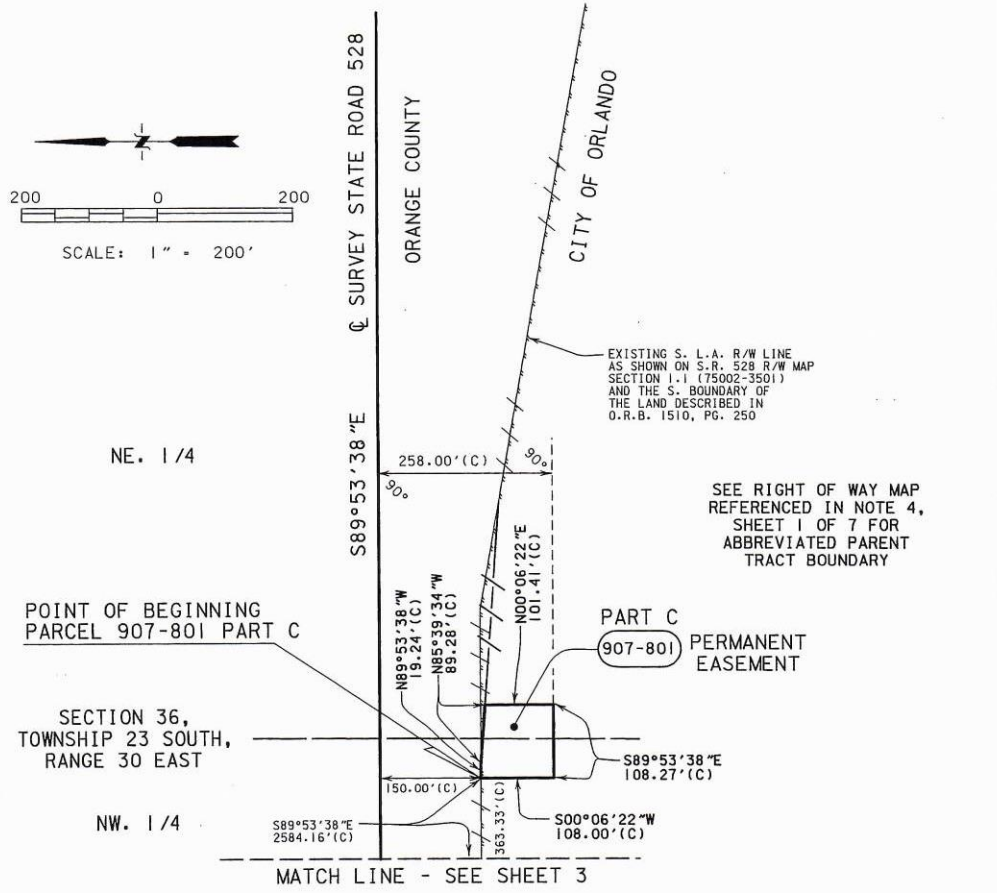
907-801CS00.DGN
PARCEL No. 907-801 PART B
S.R. 528/NARCOOSSEE ROAD INTERCHANGE
JOB No. 28722 SHEET 3 OF 8 SHEETS



JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LBI
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA, 32803
407-898-7780

SKETCH OF DESCRIPTION FOR PERMANENT EASEMENT

PARCEL NO. 907-801 PART C - S.R. 528/NARCOOSSEE ROAD INTERCHANGE



SEE SHEET 1 FOR LEGEND AND NOTES

THIS IS NOT A SURVEY.

FOR:
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: 07-21-06 DRAWN BY: C. SCHIELKE

907-801DSOD.DGN
PARCEL No. 907-801 PART C
S.R. 528/NARCOOSSEE ROAD INTERCHANGE
JOB No. 28722 SHEET 4 OF 8 SHEETS



JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LBI

3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA, 32803
407-898-7780

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 528 – NARCOOSSEE ROAD INTERCHANGE
PROJECT NUMBER 907

PARCEL NO. 907-801 PARTS A, B & C

PERMANENT EASEMENT

THAT PART OF:

“Begin at the Southwest corner of Section 36, Township 23 South, Range 30 East; thence N 00°28’37” E, along the West line of said Section 36, 2826.90 feet to the West ¼ corner; thence, continuing along the West line of said Section 36, N 00°30’15” E, 1402.25 feet; thence S 89°16’02” E, 960.01 feet; thence S 00°30’15” W, 399.04 feet to a point of curvature of a curve, concave to the East, having a radius of 1970.00 feet; thence continue along the arc of said curve, through a central angle of 15°27’48”, 531.68 feet to a point of tangency; thence S 14°57’33” E, 750.00 feet to a point of curvature of a curve, concave to the West, having a radius of 1850.00 feet; thence continue along the arc of said curve, through a central angle of 12°10’13”, 392.96 feet; thence, departing said curve radially, N 87°12’39” E, 481.73 feet to an established environmental line; thence continue along said environmental line, S 29°04’35” E, 52.49 feet; thence S 40°01’55” E, 175.35 feet; thence S 41°09’27” E, 342.03 feet; thence S 14°04’36” E, 101.32 feet; thence S 24°20’54” E, 146.12 feet; thence S 29°20’14” W, 76.11 feet; thence S 11°17’41” W, 200.00 feet; thence S 18°05’36” W, 220.60 feet; thence S 03°48’35” W, 183.80 feet; thence S 11°48’17” E, 242.85 feet; thence S 13°26’35” W, 113.33 feet; thence S 17°17’55” W, 75.32 feet; thence S 38°43’57” W, 189.00 feet; thence S 50°01’14” W, 80.28 feet; thence S 32°17’28” W, 153.41 feet; thence S 20°47’38” W, 103.87 feet; thence S 18°18’46” E, 31.02 feet; thence, departing said environmental line, S 15°11’07” W, 504.61 feet; thence S 42°00’28” E, 761.54 feet to a point of curvature of a curve, concave to the Southwest, having a radius of 1020.00 feet; thence along the arc of said curve, through a central angle of 20°28’18”, 364.44 feet; thence departing said curve non-radially, N 89°21’37” W, 2325.66 feet to a point on the East line of Section 2, Township 24 South, Range 30 East; thence N 00°28’33” E, 1331.07 feet to the Northeast corner of said Section 2; thence N 89°19’23” W, along the North line of said Section 2, 51.33 feet to the point of beginning.

AND

A portion of Section 1, Township 24 South, Range 30 East, and Section 6, Township 24 South, Range 31 East, and Section 36, Township 23 South, Range 30 East, and Section 31, Township 23 South, Range 31 East, more particularly described as follows:

Begin at the SE corner of the North ½, of the NE ¼, of Section 1, Township 24 South, Range 30

DATE: JULY 21, 2006
PARCEL NO. 907-801
PART A, PART B & PART C
PROJECT NO. 907
JOB NO. 28722
SHEET 5 OF 8 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL OF LAND WAS BASED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD 528 NARCOOSSEE ROAD INTERCHANGE, PROJECT NO. 907, AS CHECKED AND DATED

East; thence N 89°20'34" W along the south line of said North 1/2, 2,499.66'; thence N 89°21'37" W along the south line of the North 1/2, of the NW 1/4 of said Section 1, 322.81' to a point on the arc of a curve concave to the southwest; thence along the arc of said curve, having a radius of 1,020.00', a delta of 20°28'18", a chord bearing of N 31°46'19" W, an arc distance of 364.44' to a point of tangency; thence N 42°00'28" W, 761.54'; thence N 15°11'07" E, 504.61'; thence N 18°18'46" W, 31.02'; thence N 20°47'38" E, 103.87'; thence N 32°17'28" E, 153.41'; thence N 50°01'14" E, 80.28'; thence N 38°43'57" E, 189.00'; thence N 17°17'55" E, 75.32'; thence N 13°26'35" E, 113.33'; thence N 11°48'17" W, 242.85'; thence N 03°48'35" E, 183.80'; thence N 18° 05'36" E, 220.60'; thence N 11°17'41" E, 200.00'; thence N 29°20'14" E, 76.11'; thence N 24°20'54" W, 146.12'; thence N 14°04'36" W, 101.32'; thence N 41°09'27" W, 342.03'; thence N 40°01'55" W, 175.35'; thence N 29°04'35" W, 52.49'; thence S 87°12'39" W, 481.73' to a point on the arc of a curve concave to the west; thence along said curve having a radius of 1,850.00', a delta of 12°10'13", a chord bearing of N 08°31'22" W, an arc distance of 392.96' to a point of tangency; thence N 14°57'33" W, 750.00' to a point of curvature of a curve concave to the east; thence along said curve having a radius of 1,970.00', a delta of 15°27'48", an arc distance of 531.68' to a point of tangency; thence N 00°30'15" E, 399.04' to point on the southerly right-of-way line of State Road No. 528; thence along said southerly line S 89°16'02" E, 1,872.82'; thence S 79°06'58" E, 1,180.38'; thence S 29°31'30" E, 250.00'; thence S 79°06'58" E, 237.48' to a point on the westerly right-of-way line of State Road No. 15; thence along said line S 29°31'30" E, 3,181.92' to a point of curvature of a curve concave to the southwest; thence along said curve having a radius of 2,831.93', a delta of 27°51'14", an arc distance of 1,376.72' to a point of tangency; thence S 01°40'16" E, 1,031.76' to a point on the south line of the North 1/2 of the NE 1/4, of Section 6, Township 24 South, Range 31 East; thence along said line N 89°13'20" W, 1,160.75' to the Point of Beginning."

(The above described parcels of land being described and recorded in Official Records Book 4691, Page 4073, and Official Records Book 4771, Page 2029 of the Public Records of Orange County, Florida.)

DESCRIBED AS FOLLOWS:

PART A

From a 6 inch x 6 inch concrete monument (no identification) at the Northwest corner of the Northwest 1/4 of Section 36, Township 23 South, Range 30 East, Orange County, Florida, as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with the Orlando-Orange County Expressway Authority, Orlando, Florida, run South 00 degrees 06 minutes 58 seconds East, 1100.01 feet along the West boundary of said Northwest 1/4 of Section 36, to a 5/8 inch diameter iron bar and

DATE: JULY 21, 2006
 PARCEL NO. 907-801
 PART A, PART B & PART C
 PROJECT NO. 907
 JOB NO. 28722
 SHEET 6 OF 8 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
 3841 EAST COLONIAL DRIVE
 ORLANDO, FLORIDA 32803
 PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL OF LAND WAS BASED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD 528 NARCOOSSEE ROAD INTERCHANGE, PROJECT NO. 907, AS CHECKED AND DATED

cap stamped "JWG LB 1", being a point on the centerline of survey of State Road 528 as shown on said Right of Way Map; thence continue South 00 degrees 06 minutes 58 seconds East, 150.00 feet along said West boundary of the Northwest ¼ of Section 36, to a point on the existing Southerly right of way line of said State Road 528, said point also being on the South boundary of that certain parcel of land as described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida, said existing Southerly right of way line being parallel with and 150.00 feet Southerly of, when measured at right angles to said centerline of survey of State Road 528; thence South 89 degrees 53 minutes 38 seconds East, 894.83 feet along said existing Southerly right of way line and said South boundary parallel with said centerline of survey for the POINT OF BEGINNING; thence South 00 degrees 06 minutes 22 seconds West, 37.50 feet perpendicular to said centerline of survey to a point; thence South 89 degrees 53 minutes 38 seconds East, 25.50 feet parallel with and 187.50 feet Southerly of, when measured at right angles to said centerline of survey to a point; thence North 00 degrees 06 minutes 22 seconds East, 37.50 feet perpendicular to said centerline of survey to a point on the aforesaid existing Southerly right of way line and the aforesaid South boundary; thence North 89 degrees 53 minutes 38 seconds West, 25.50 feet along said existing Southerly right of way line and said South boundary to the Point of Beginning. (Containing: 956 Square feet, more or less)

AND

PART B

From a 6 inch x 6 inch concrete monument (no identification) at the Northwest corner of the Northwest ¼ of Section 36, Township 23 South, Range 30 East, Orange County, Florida, as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with the Orlando-Orange County Expressway Authority, Orlando, Florida, run South 00 degrees 06 minutes 58 seconds East, 1100.01 feet along the West boundary of said Northwest ¼ of Section 36, to a 5/8 inch diameter iron bar and cap stamped "JWG LB 1", being a point on the centerline of survey of State Road 528 as shown on said Right of Way Map; thence continue South 00 degrees 06 minutes 58 seconds East, 150.00 feet along said West boundary of the Northwest ¼ of Section 36, to a point on the existing Southerly right of way line of said State Road 528, said point also being on the South boundary of that certain parcel of land as described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida, said existing Southerly right of way line being parallel with and 150.00 feet Southerly of, when measured at right angles to said centerline of survey of State Road 528; thence South 89 degrees 53 minutes 38 seconds East, 2194.83 feet along said existing Southerly right of way line and said South boundary parallel with said centerline of survey for the POINT OF BEGINNING; thence South 00 degrees 06 minutes 22 seconds West, 42.00 feet perpendicular to said centerline of survey to a point; thence South 89 degrees 53 minutes 38 seconds East, 26.00 feet

DATE: JULY 21, 2006
PARCEL NO. 907-801
PART A, PART B & PART C
PROJECT NO. 907
JOB NO. 28722
SHEET 7 OF 8 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL OF LAND WAS BASED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD 528 NARCOOSSEE ROAD INTERCHANGE, PROJECT NO. 907, AS CHECKED AND DATED

parallel with and 192.00 feet Southerly of, when measured at right angles to said centerline of survey to a point; thence North 00 degrees 06 minutes 22 seconds East, 42.00 feet perpendicular to said centerline of survey to a point on the aforesaid existing Southerly right of way line and the aforesaid South boundary; thence North 89 degrees 53 minutes 38 seconds West, 26.00 feet along said existing Southerly right of way line and said South boundary to the Point of Beginning. (Containing: 1092 Square feet, more or less)

AND

PART C

From a 6 inch x 6 inch concrete monument (no identification) at the Northwest corner of the Northwest ¼ of Section 36, Township 23 South, Range 30 East, Orange County, Florida, as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with the Orlando-Orange County Expressway Authority, Orlando, Florida, run South 00 degrees 06 minutes 58 seconds East, 1100.01 feet along the West boundary of said Northwest ¼ of Section 36, to a 5/8 inch diameter iron bar and cap stamped “JWG LB 1”, being a point on the centerline of survey of State Road 528 as shown on said Right of Way Map; thence continue South 00 degrees 06 minutes 58 seconds East, 150.00 feet along said West boundary of the Northwest ¼ of Section 36, to a point on the existing Southerly right of way line of said State Road 528, said point also being on the South boundary of that certain parcel of land as described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida, said existing Southerly right of way line being parallel with and 150.00 feet Southerly of, when measured at right angles to said centerline of survey of State Road 528; thence South 89 degrees 53 minutes 38 seconds East, 2584.16 feet along said existing Southerly right of way line and said South boundary parallel with said centerline of survey for the POINT OF BEGINNING; thence South 00 degrees 06 minutes 22 seconds West, 108.00 feet perpendicular to said centerline of survey to a point; thence South 89 degrees 53 minutes 38 seconds East, 108.27 feet parallel with and 258.00 feet Southerly of, when measured at right angles to said centerline of survey to a point; thence North 00 degrees 06 minutes 22 seconds East, 101.41 feet perpendicular to said centerline of survey to a point; thence North 85 degrees 39 minutes 34 seconds West, 89.28 feet to a point on the aforesaid existing Southerly right of way line and the aforesaid South boundary; thence North 89 degrees 53 minutes 38 seconds West, 19.24 feet along said existing Southerly right of way line and said South boundary to the Point of Beginning. (Containing: 11400 Square feet, more or less)

CONTAINING IN AGGREGATE: 13448 Square feet, more or less.

DATE: JULY 21, 2006
PARCEL NO. 907-801
PART A, PART B & PART C
PROJECT NO. 907
JOB NO. 28722
SHEET 8 OF 8 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL
OF LAND WAS BASED ON THE RIGHT-OF-
WAY MAP FOR STATE ROAD 528
NARCOOSSEE ROAD INTERCHANGE,
PROJECT NO. 907, AS CHECKED AND
DATED

EXHIBIT "E"
(the "CFX In-Kind Improvements")

ORIGINAL

CONTRACT

000366

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
CATHCART CONTRACTING COMPANY**

**CARGO ROAD
PROJECT NO. 907A**

**CONTRACT DATE: JULY 26, 2006
CONTRACT AMOUNT: \$1,917,395.08**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**CONTRACT, MEMORANDUM OF AGREEMENT,
GENERAL SPECIFICATIONS, SPECIAL
PROVISIONS, TECHNICAL SPECIFICATIONS,
PROPOSAL, PUBLIC CONSTRUCTION BOND AND
FORMS**

ORIGINAL

CONTRACT

This Contract (the "Contract") made this 26th day of July 2006 between the ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY hereinafter called the AUTHORITY and CATHCART CONTRACTING COMPANY 6972 Aloma Avenue Winter Park Florida 32792 hereinafter the CONTRACTOR

WITNESSETH The CONTRACTOR shall for the consideration herein mentioned and at its cost and expense do all the work and furnish all the materials equipment supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Public Construction Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein The Contract shall be performed to the satisfaction of the duly authorized representatives of the AUTHORITY who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract

The work to be done under this Contract includes construction of all items associated with Project No 907A Cargo Road as detailed in the Contract Documents and any modifications thereto Contract time for this project shall be 180 calendar days The Contract Amount is \$1 917 395 08

The Contract Documents consist of

- 1 The Contract
- 2 The Memorandum of Agreement
- 3 The Plans
- 4 The Special Provisions
- 5 The Technical Specifications
- 6 The Technical Special Provisions
- 7 The General Specifications
- 8 The Design Standards
- 9 The Standard Specifications and
- 10 The Proposal

In consideration of the foregoing premises the AUTHORITY agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices and under the conditions set forth in the Proposal

IN WITNESS WHEREOF the authorized signatures named below have executed this Contract on behalf of the parties on the date set forth below

ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY
By [Signature]
Executive Director
ATTEST [Signature]
Assistant Secretary
DATE 9/28/06

CONTRACTOR
By [Signature]
Matt T Blanton, President
Title
ATTEST [Signature] JOHN T. CATHCART, SEC (Seal)
DATE 9.1.06

Approved as to form and execution only

General Counsel for the AUTHORITY
[Signature]
Shutts & Bowen LLP

** BID FORM
CARGO ROAD
OOCEA PROJECT 907A

ITEM #	QUANT	UNIT	DESCRIPTION	UNIT PRICE (WRITTEN)	UNIT PRICE (NUMERICAL)	TOTAL
101 1	1	LS	MOBILIZATION	ONE HUNDRED TWENTY SEVEN THOUSAND	127000	127000
102 1	1	LS	MAINTENANCE OF TRAFFIC	SEVEN THOUSAND	7000	7000
102 96	70	ED	SIGN VARIABLE MESSAGE (TEMPORARY)	THIRTY NINE	39	2730
104-4	1	LS	MOWING	FOURTY TWO HUNDRED SEVENTY	4270	4270
104-20	1	LS	EROSION CONTROL	EIGHTEEN THOUSAND	18000	18000
110 1 1	1	LS	CLEARING AND GRUBBING	THREE HUNDRED THOUSAND	300000	300,000
110-4	38	SY	CONCRETE PAVEMENT (REMOVAL OF EXISTING)	EIGHTY FOUR	84	3192
120-1	58 550	CY	REGULAR EXCAVATION	THREE & THIRTY SIX CENTS	3 36	196,758 24
120-1	3 471	CY	SUBSOIL EXCAVATION	SIX & TWENTY THREE CENTS	6,23	21,624 33
120-6	18 582	CY	EMBANKMENT	FOUR & THIRTY CENTS	4 30	79,902 60
160-4	9 235	SY	TYPE B STABILIZATION	TWO & NINETY ONE CENTS	2.91	26 873 85
162 1-101	4 736	SY	6 FINISHED SOIL LAYER	EIGHT & TWENTY CENTS	8 20	38 835 20
285-701 001	1 880	SY	BASE GROUP 1 (4 LIMEROCK LBR 100)	EIGHT	8 00	15 840

15040⁰⁰

" BID FORM "
 CARGO ROAD
 OOCEA PROJECT 907A

ITEM #	QUANT	UNIT	DESCRIPTION	UNIT PRICE (WRITTEN)	UNIT PRICE (NUMERICAL)	TOTAL
255-708-990	5743	SY	BASE GROUP 9 (10" LIMEROCK LBR 100)	SEVENTEEN DOLLARS THIRTEEN CENTS	17.13	98377.59
354-113	1082.1	TN	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C)	ONE EIGHTY THREE	183	198024.30
337-7-6	298.9	TN	ASPHALT CONCRETE FRICTION COURSE (3/4") (FC-8) (RUBBER)	TWO HUNDRED TWO & FIFTY TWO CENTS	202.52	60375.75
339-1	28.6	TN	ASPHALT PAVEMENT (MISCELLANEOUS)	TWO HUNDRED SIXTY EIGHT & FORTY CENTS	268.40	7676.24
400-115	5	CY	CLASS I CONCRETE (MISCELLANEOUS)	SIX HUNDRED TEN	610	3050
400-4-1	238.7	CY	CLASS IV CONCRETE	THIRTEEN HUNDRED TWENTY NINE	1329	317232.30
415-1-6	45193	LB	REINFORCING STEEL	SIXTY TWO CENTS	-62	28019.66
425-1-611	1	EA	INLET DITCH BOTTOM (TYPE B) (<10)	THIRTY FIVE HUNDRED TWENTY	3520	3520
425-1-682	1	EA	INLET DITCH BOTTOM (TYPE F) (<10)	THREE THOUSAND FORTY THREE	3053	3053
430-11-325	30	LF	CONCRETE PIPE CULVERT (CLASS III) (18" SS)	SIXTY ONE	61	1830
430-11-329	30	LF	CONCRETE PIPE CULVERT (CLASS III) (24" SS)	SEVENTY FOUR	74	2220
430-11-333	42	LF	CONCRETE PIPE CULVERT (CLASS III) (30" SS)	NINETY TWO	92	3864
430-11-338	40	LF	CONCRETE PIPE CULVERT (CLASS III) (36" SS)	ONE HUNDRED TWENTY TWO	122	4880
430-14-329	44	LF	CONCRETE PIPE CULVERT (CLASS III) (24" SD)	SEVENTY FOUR	74	3256
430-650	388	CY	DESILTING CONCRETE BOX CULVERT	THIRTY SEVEN	37	14726
430-882-225	1	EA	MITERED END SECTION (CONCRETE ROUND) (18" CD)	FOURTEEN HUNDRED SEVENTY SEVEN	1477	1477
430-882-229	3	EA	MITERED END SECTION (CONCRETE ROUND) (24" CD)	FIFTEEN HUNDRED	1500	4500

** BID FORM **
CARGO ROAD
OOCEA PROJECT 907A

ITEM #	QUANT	UNIT	DESCRIPTION	UNIT PRICE (WRITTEN)	UNIT PRICE (NUMERICAL)	TOTAL
430-082 230	1	EA	MITERED END SECTION (CONCRETE ROUND) (30" CD)	Twenty three hundred seventy one	2371	2371
430-084-220	2	EA	MITERED END SECTION (CONCRETE ROUND) (24" SD)	FIFTEEN HUNDRED THIRTY SIX	1536	3072
530-3-4	4463	TN	RIPRAP (RUBBLE) (F8) (DITCH LINING)	SEVENTY ONE	71	31687 30
536-1 1	8375	LF	GUARDRAIL (ROADWAY)	TWENTY TWO & EIGHTY NINE CENTS	22 89	19170 38
536-73	1 287	LF	GUARDRAIL (REMOVAL)	THREE & SIXTY SIX CENTS	3 66	4710 42
536-85-22	2	EA	END ANCHORAGE ASSEMBLY (FLARED)	TWENTY FOUR HUNDRED TEN	2410	4820
536-85-25	1	EA	END ANCHORAGE ASSEMBLY (TYPE II)	ELEVEN HUNDRED	1100	1100
550-10-110	841	LF	FENCING (TYPE A) (5') (STANDARD)	NINE & THREE CENTS	9.03	5788 23
550-10-220	4 227	LF	FENCING (TYPE B) (6')	TWELVE & FORTY CENTS	12.40	52 414 80
550-60-112	1	EA	GATE (TYPE A) (SINGLE 8' 1 1/2' OPENING)	ELVEN HUNDRED	1100	1100
570-9	387	MG	WATER FOR GRASSING	THIRTY SIX & SIXTY CENTS	36 60	14,164 20
575-1-3	62 475	SY	SODDING (ARGENTINA BAHIA)	ONE & SEVENTY TWO CENTS	1.72	107,457.00
700-40-1	6	AS	SINGLE POST SIGN (LESS THAN 12 FEET)	TWO HUNDRED SIXTY EIGHT & FORTY CENTS	268.40	1610.40
700-48-11	6	AS	EXISTING SIGN (REMOVE) (SINGLE POST)	TWENTY FIVE	25	150
705-10-14	6	EA	OBJECT MARKER (POST MOUNTED END OF ROAD) (10"x10")	ONE FIFTY	150	900

** BID FORM **
CARGO ROAD
OOCEA PROJECT 907A

ITEM #	QUANT	UNIT	DESCRIPTION	UNIT PRICE (WRITTEN)	UNIT PRICE (NUMERICAL)	TOTAL
706-3	94	EA	RETROREFLECTIVE PAVEMENT MARKERS	SIX & TEN CENTS	6.10	573.40
711-35-61	3 329	LF	TRAFFIC STRIPE SOLID (WHITE) (6')	SEVENTY CENTS	70	2330 30
711-35-241	40	LF	TRAFFIC STRIPE SOLID (WHITE) (24')	FOUR & SIXTY FOUR CENTS	4 64	185 60
711-36-61	3 830	LF	TRAFFIC STRIPE SOLID (YELLOW) (6')	SEVENTY CENTS	70	2681
711 7	310	SF	PAVEMENT MARKING REMOVAL	ELEVEN & TEN CENTS	11.10	3441
999-1	N/A	N/A	WORK ORDER ALLOWANCE			\$50 000 00
999-2	N/A	N/A	ALLOWANCE FOR DISPUTES REVIEW BOARD			\$10 000 00
TOTAL BID						1,917,835 08

ONE MILLION NINE HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED THIRTY FIVE & NINE CENTS

EXHIBIT "F"
(the "FAA Letter of Release")



U.S. Department
of Transportation
**Federal Aviation
Administration**

Orlando Airports District Office
5950 Hazeltine National Dr., Suite 400
Orlando, FL 32822-5003
Phone: (407) 812-6331
Fax: (407) 812-6978

March 10, 2011

Mr. Robert K. Brancheau, P.E.
Senior Director of Planning & Engineering
Greater Orlando Aviation Authority
Orlando International Airport
One Airport Blvd.
Orlando, FL 32827-4399

Letter of Release (Grant Obligated Land)
PARCEL NO. 907-101
PARCEL NO. 907-801 PARTS A, B, & C
Request for Approval of Orlando-Orange County Expressway Authority's Use of
Airport Property as Right-of-Way and Utility Easement
Orlando International Airport (MCO;) Orlando, Florida

Dear Mr. Brancheau:

This is in response to your letter dated February 1, 2009 requesting that PARCEL NO. 907-101 and PARCEL NO. 907-801 PARTS A, B, & C be released from the terms, conditions, and obligations of currently active Grant Agreements between the Federal Aviation Administration (FAA) and the City of Orlando. This land is obligated by the terms and conditions of Airport Improvement Program grant funding, but was not acquired with federal assistance.

The requested purpose of the releases is to permit the Orlando-Orange County Expressway Authority right of way and utility easements for municipal transportation purposes.

We have concluded that this property, as described below, is no longer needed for an aeronautical purpose, including serving as noise buffer land or runway protection zone land, and that the release and use of such land for the stated purpose will not interfere with the operation, maintenance or future development of Orlando International Airport.

PARCEL NO. 907-101 LIMITED ACCESS RIGHT OF WAY

THAT PART OF:

"Begin at the Southwest corner of Section 36, Township 23 South, Range 30 East; thence N 00°28'37" E, along the West line of said Section 36, 2826.90 feet to the West 1/4 corner; thence, continuing along the West line of said Section 36, N 00°30'15" E, 1402.25 feet; thence S 89°16'02" E, 960.01 feet; thence S00°30'15" W, 399.04 feet to a point of curvature of a curve, concave to the East, having a radius of 1970.00 feet; thence continue along the arc of said curve, through a central angle of 15°27'48", 531.68 feet to a point of tangency; thence S 14°57'33" E, 750.00 feet to a point of curvature of a curve, concave to the West, having a radius of 1850.00 feet; thence continue along the arc of said curve, through a central angle of 12°10'13", 392.96 feet; thence, departing said curve radially, N 87°12'39" E, 481.73 feet to an established environmental line; thence continue along said environmental line, S 29°04'35" E, 52.49 feet; thence S 40°01'55" E, 175.35 feet; thence S 41°09'27" E, 342.03 feet; thence S 14°04'36" E, 101.32 feet; thence S 24°20'54" E, 146.12 feet; thence S 29°20'14" W, 76.11 feet; thence S 11°17'41" W, 200.00 feet; thence S 18°05'36" W, 220.60 feet; thence S 03°48'35" W, 183.80 feet; thence S 11°48'17" E, 242.85 feet; thence S 13°26'35" W, 113.33 feet; thence S 17°17'55" W, 75.32 feet; thence S 38°43'57" W, 189.00 feet; thence S 50°01'14" W, 80.28 feet; thence S 32°17'28" W, 153.41 feet; thence S 20°47'38" W, 103.87 feet; thence S 18°18'46" E, 31.02 feet; thence, departing said environmental line, S 15°11'07" W, 504.61 feet; thence S 42°00'28" E, 761.54 feet to a point of curvature of a curve, concave to the Southwest, having a radius of 1020.00 feet; thence along the arc of said curve, through a central angle of 20°28'18", 364.44 feet; thence departing said curve non-radially, N 89°21'37" W, 2325.66 feet to a point on the East line of Section 2, Township 24 South, Range 30 East; thence N 00°28'33" E, 1331.07 feet to the Northeast corner of said Section 2; thence N 89°19'23" W, along the North line of said Section 2, 51.33 feet to the point of beginning.

AND

A portion of Section 1, Township 24 South, Range 30 East, and Section 6, Township 24 South, Range 31 East, and Section 36, Township 23 South, Range 30 East, and Section 31, Township 23 South, Range 31 East, more particularly described as follows:

Begin at the SE corner of the North 1/2, of the NE 1/4, of Section 1, Township 24 South, Range 30 East; thence N 89°20'34" W along the south line of said North 1/2, 2,499.66'; thence N 89°21'37" W along the south line of the North 1/2, of the NW 1/4 of said Section 1, 322.81' to a point on the arc of a curve concave to the southwest; thence along the arc of said curve, having a radius of 1,020.00', a delta of 20°28'18", a chord bearing of N 31°46'19" W, an arc distance of 364.44' to a point of tangency; thence N 42°00'28" W, 761.54'; thence N 15°11'07" E, 504.61'; thence N 18°18'46" W, 31.02'; thence N 20°47'38" E, 103.87'; thence N 32°17'28" E,

153.41'; thence N 50°01'14" E, 80.28'; thence N 38°43'57" E, 189.00'; thence N 17°17'55" E, 75.32'; thence N 13°26'35" E, 113.33'; thence N 11°48'17" W, 242.85'; thence N 03°48'35" E, 183.80'; thence N 18°05'36" E, 220.60'; thence N 11°17'41" E, 200.00'; thence N 29°20'14" E, 76.11'; thence N 24°20'54" W, 146.12'; thence N 14°04'36" W, 101.32'; thence N 41°09'27" W, 342.03'; thence N 40°01'55" W, 175.35'; thence N 29°04'35" W, 52.49'; thence S 87°12'39" W, 481.73'; to a point on the arc of a curve concave to the west; thence along said curve having a radius of 1,850.00'; a delta of 12°10'13", a chord bearing of N 08°31'22" W, an arc distance of 392.96' to a point of tangency; thence N 14°57'33" W, 750.00' to a point of curvature of a curve concave to the east; thence along said curve having a radius of 1,970.00', a delta of 15°27'48", an arc distance of 531.68' to a point of tangency; thence N 00°30'15" E, 399.04' to point on the southerly right-of-way line of State Road No. 528; thence along said southerly line S 89°16'02" E, 1,872.82'; thence S 79°06'58" E, 1,180.38'; thence S 29°31'30" E, 250.00'; thence S 79°06'58" E, 237.48' to a point on the westerly right-of-way line of State Road No. 15; thence along said line S 29°31'30" E, 3,181.92' to a point of curvature of a curve concave to the southwest; thence along said curve having a radius of 2,831.93', a delta of 27°51'14", an arc distance of 1,376.72' to a point of tangency; thence S 01°40'16" E, 1,031.76' to a point on the south line of the North 1/2 of the NE 1/4, of Section 6, Township 24 South, Range 31 East; thence along said line N 89°13'20" W, 1,160.75' to the Point of Beginning."

(The above described parcels of land being described and recorded in Official Records Book 4691, Page 4073, and Official Records Book 4771, Page 2029 of the Public Records of Orange County, Florida.)

DESCRIBED AS FOLLOWS:

From a 6"x6" concrete monument with a 3/4" diameter iron pipe (no identification) at the Southeast corner of the Northeast 1/4 of Section 36, Township 23 South, Range 30 East, Orange County, Florida as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 - Narcoossee Road Interchange, Project Number 907 on file with Orlando-Orange County Expressway Authority, Orlando, Florida, run North 89 degrees 51 minutes 38 seconds West, 366.09 feet along the South boundary of said Northeast 1/4 of Section 36 to a point on the existing Westerly right of way line of Narcoossee Road as described and recorded in the Greater Orlando Aviation Authority Right of Way and Utility Service Agreement Item Number 6, Documentary Number 2922, Dated January 21, 1998, on file with the City of Orlando, said existing Westerly right of way line being parallel with an 65.00 feet Westerly of, when measured at right angles to, the centerline of survey of Narcoossee Road as shown on the aforesaid Orlando-Orange County Expressway Authority Right of Way Map; thence North 30 degrees 08 minutes 10 seconds West, 1068.34 feet along said existing Westerly right of way line parallel with said centerline of survey of Narcoossee Road to a point; thence North 59 degrees 51 minutes 50 seconds East, 32.00 feet along said existing Westerly right of

way line to a point being 33.00 feet Westerly of, when measured at right angles to said centerline of survey of Narcoossee Road, said point also being the Southeast corner of that certain parcel of land being described and recorded in Official Records Book 3874, Page 4528, Public Records of Orange County, Florida, said point also being on the existing Westerly right of way line of Narcoossee Road as described and recorded in Deed Book 347, Page 185, Public Records of Orange County, Florida and as shown on Road Plat Book 1, Page 45 of said Public Records; thence North 30 degrees 08 minutes 10 seconds West, 250.00 feet along said existing Westerly right of way line to a point on the existing Southerly limited access right of way line of State Road 528 as shown on the aforesaid Right of Way Map, said limited access right of way line also being the Southerly boundary of that certain parcel of land being described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida; thence North 79 degrees 43 minutes 43 seconds West, 1253.33 feet along said existing Southerly limited access right of way line and the Southerly boundary of said parcel of land for the POINT OF BEGINNING; thence continue North 79 degrees 43 minutes 43 seconds West, 164.00 feet along said existing Southerly limited access right of way line and said Southerly boundary to a point being 150.00 feet Southerly of, when measured at right angles to the centerline of survey of State Road 528 as shown on the aforesaid Right of Way Map; thence North 89 degrees 53 minutes 38 seconds West, 229.50 feet along said existing Southerly limited access right of way line and said Southerly boundary parallel with said centerline of survey of State Road 528 to a point; thence South 85 degrees 39 minutes 34 seconds East, 392.00 feet to the Point of Beginning.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 528 AND NARCOOSSEE ROAD RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING: 3321 Square feet, more or less.

AND

PARCEL NO. 907-801 PARTS A, B, & C PERMANENT EASEMENT

THAT PART OF:

"Begin at the Southwest corner of Section 36, Township 23 South, Range 30 East; thence N 00°28'37" E, along the West line of said Section 36, 2826.90 feet to the West 1/4 corner; thence, continuing along the West line of said Section 36, N

00°30'15" E, 1402.25 feet; thence S89°16'02" E, 960.01 feet; thence S00°30'15" W, 399.04 feet to a point of curvature of a curve, concave to the East, having a radius of 1970.00 feet; thence continue along the arc of said curve, through a central angle of 15°27'48", 531.68 feet to a point of tangency; thence S 14°57'33" E, 750.00 feet to a point of curvature of a curve, concave to the West, having a radius of 1850.00 feet; thence continue along the arc of said curve, through a central angle of 12°10'13", 392.96 feet; thence, departing said curve radially, N 87°12'39" E, 481.73 feet to an established environmental line; thence continue along said environmental line, S 29°04'35" E, 52.49 feet; thence S 40°01'55" E, 175.35 feet; thence S 41°09'27" E, 342.03 feet; thence S 14°04'36" E, 101.32 feet; thence S 24°20'54" E, 146.12 feet; thence S 29°20'14" W, 76.11 feet; thence S 11°17'41" W, 200.00 feet; thence S 18°05'36" W, 220.60 feet; thence S 03°48'35" W, 183.80 feet; thence S 11°48'17" E, 242.85 feet; thence S 13°26'35" W, 113.33 feet; thence S 17°17'55" W, 75.32 feet; thence S 38°43'57" W, 189.00 feet; thence S 50°01'14" W, 80.28 feet; thence S 32°17'28" W, 153.41 feet; thence S 20°47'38" W, 103.87 feet; thence S 18°18'46" E, 31.02 feet; thence, departing said environmental line, S 15°11'07" W, 504.61 feet; thence S 42°00'28" E, 761.54 feet to a point of curvature of a curve, concave to the Southwest, having a radius of 1020.00 feet; thence along the arc of said curve, through a central angle of 20°28'18", 364.44 feet; thence departing said curve non-radially, N 89°21'37" W, 2325.66 feet to a point on the East line of Section 2, Township 24 South, Range 30 East; thence N 00°28'33" E, 1331.07 feet to the Northeast corner of said Section 2; thence N 89°19'23" W, along the North line of said Section 2, 51.33 feet to the point of beginning.

AND

A portion of Section 1, Township 24 South, Range 30 East, and Section 6, Township 24 South, Range 31 East, and Section 36, Township 23 South, Range 30 East, and Section 31, Township 23 South, Range 31 East, more particularly described as follows:

Begin at the SE corner of the North 1/2, of the NE 1/4, of Section 1, Township 24 South, Range 30 East; thence N 89°20'34" W along the south line of said North 1/2, 2,499.66'; thence N 89°21'37" W along the south line of the North 1/2, of the NW 1/4 of said Section 1, 322.81' to a point on the arc of a curve concave to the southwest; thence along the arc of said curve, having a radius of 1,020.00', a delta of 20°28'18", a chord bearing of N 31°46'19" W, an arc distance of 364.44' to a point of tangency; thence N 42°00'28" W, 761.54'; thence N 15°11'07" E, 504.61'; thence N 18°18'46" W, 31.02'; thence N 20°47'38" E, 103.87'; thence N 32°17'28" E, 153.41'; thence N 50°01'14" E, 80.28'; thence N 38°43'57" E, 189.00'; thence N 17°17'55" E, 75.32'; thence N 13°26'35" E, 113.33'; thence N 11°48'17" W, 242.85'; thence N 03°48'35" E, 183.80'; thence N 18°05'36" E, 220.60'; thence N 11°17'41" E, 200.00'; thence N 29°20'14" E, 76.11'; thence N 24°20'54" W, 146.12'; thence N 14°04'36" W, 101.32'; thence N 41°09'27" W, 342.03'; thence N 40°01'55" W, 175.35'; thence N 29°04'35" W, 52.49'; thence S 87°12'39" W, 481.73' to a point on the arc of a curve concave to the west; thence along said curve

having a radius of 1,850.00', a delta of 12°10'13", a chord bearing of N 08°31'22" W, an arc distance of 392.96' to a point of tangency; thence N 14°57'33" W, 750.00' to a point of curvature of a curve concave to the east; thence along said curve having a radius of 1,970.00', a delta of 15°27'48", an arc distance of 531.68' to a point of tangency; thence N 00°30'15" E, 399.04' to point on the southerly right-of-way line of State Road No. 528; thence along said southerly line S 89°16'02" E, 1,872.82'; thence S 79°06'58" E, 1,180.38'; thence S 29°31'30" E, 250.00'; thence S 79°06'58" E, 237.48' to a point on the westerly right-of-way line of State Road No. 15; thence along said line S 29°31'30" E, 3,181.92' to a point of curvature of a curve concave to the southwest; thence along said curve having a radius of 2,831.93', a delta of 27°51'14", an arc distance of 1,376.72' to a point of tangency; thence S 01°40'16" E, 1,031.76' to a point on the south line of the North 1/2 of the NE 1/4, of Section 6, Township 24 South, Range 31 East; thence along said line N 89°13'20" W, 1,160.75' to the Point of Beginning."

(The above described parcels of land being described and recorded in Official Records Book 4691, Page 4073, and Official Records Book 4771, Page 2029 of the Public Records of Orange County, Florida.)

DESCRIBED AS FOLLOWS:

PART A

From a 6 inch x 6 inch concrete monument (no identification) at the Northwest corner of the Northwest 1/4 of Section 36, Township 23 South, Range 30 East, Orange County, Florida, as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with the Orlando-Orange County Expressway Authority, Orlando, Florida, run South 00 degrees 06 minutes 58 seconds East, 1100.01 feet along the West boundary of said Northwest 1/4 of Section 36, to a 5/8 inch diameter iron bar and cap stamped "JWG LB 1", being a point on the centerline of survey of State Road 528 as shown on said Right of Way Map; thence continue South 00 degrees 06 minutes 58 seconds East, 150.00 feet along said West boundary of the Northwest 1/4 of Section 36, to a point on the existing Southerly right of way line of said State Road 528, said point also being on the South boundary of that certain parcel of land as described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida, said existing Southerly right of way line being parallel with and 150.00 feet Southerly of, when measured at right angles to said centerline of survey of State Road 528; thence South 89 degrees 53 minutes 38 seconds East, 894.83 feet along said existing Southerly right of way line and said South boundary parallel with said centerline of survey for the POINT OF BEGINNING; thence South 00 degrees 06 minutes 22 seconds West, 37.50 feet perpendicular to said centerline of survey to a point; thence South 89 degrees 53 minutes 38 seconds East, 25.50 feet parallel with and 187.50 feet Southerly of, when measured at right angles to said centerline of survey to a point; thence North 00 degrees 06 minutes 22 seconds East, 37.50 feet perpendicular to said centerline of

survey to a point on the aforesaid existing Southerly right of way line and the aforesaid South boundary; thence North 89 degrees 53 minutes 38 seconds West, 25.50 feet along said existing Southerly right of way line and said South boundary to the Point of Beginning. (Containing: 956 Square feet, more or less)

AND

PART B

From a 6 inch x 6 inch concrete monument (no identification) at the Northwest corner of the Northwest 1/4 of Section 36, Township 23 South, Range 30 East, Orange County, Florida, as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with the Orlando-Orange County Expressway Authority, Orlando, Florida, run South 00 degrees 06 minutes 58 seconds East, 1100.01 feet along the West boundary of said Northwest 1/4 of Section 36, to a 5/8 inch diameter iron bar and cap stamped "JWG LB 1", being a point on the centerline of survey of State Road 528 as shown on said Right of Way Map; thence continue South 00 degrees 06 minutes 58 seconds East, 150.00 feet along said West boundary of the Northwest 1/4 of Section 36, to a point on the existing Southerly right of way line of said State Road 528, said point also being on the South boundary of that certain parcel of land as described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida, said existing Southerly right of way line being parallel with an 150.00 feet Southerly of, when measured at right angles to said centerline of survey of State Road 528; thence South 89 degrees 53 minutes 38 seconds East, 2194.83 feet along said existing Southerly right of way line and said South boundary parallel with said centerline of survey for the POINT OF BEGINNING; thence South 00 degrees 06 minutes 22 seconds West, 42.00 feet perpendicular to said centerline of survey to a point; thence South 89 degrees 53 minutes 38 seconds East, 26.00 feet parallel with and 192.00 feet Southerly of, when measured at right angles to said centerline of survey to a point; thence North 00 degrees 06 minutes 22 seconds East, 42.00 feet perpendicular to said centerline of survey to a point on the aforesaid existing Southerly right of way line and the aforesaid South boundary; thence North 89 degrees 53 minutes 38 seconds West, 26.00 feet along said existing Southerly right of way line and said South boundary to the Point of Beginning. (Containing: 1092 Square feet, more or less.)

AND

PART C

From a 6 inch x 6 inch concrete monument (no identification) at the Northwest corner of the Northwest 1/4 of Section 36, Township 23 South; Range 30 East, Orange County, Florida, as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with the Orlando-Orange County Expressway Authority,

Orlando, Florida, run South 00 degrees 06 minutes 58 seconds East, 1100.01 feet along the West boundary of said Northwest 1/4 of Section 36, to a 5/8 inch diameter iron bar and cap stamped "JWG LB 1", being a point on the centerline of survey of State Road 528 as shown on said Right of Way Map; thence continue South 00 degrees 06 minutes 58 seconds East, 150.00 feet along said West boundary of the Northwest 1/4 of Section 36, to a point on the existing Southerly right of way line of said State Road 528, said point also being on the South boundary of that certain parcel of land as described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida, said existing Southerly right of way line being parallel with and 150.00 feet Southerly of, when measured at right angles to said centerline survey of State Road 528; thence South 89 degrees 53 minutes 38 seconds East, 2584.16 feet along said existing Southerly right of way line and said South boundary parallel with said centerline of survey for the POINT OF BEGINNING; thence South 00 degrees 06 minutes 22 seconds West, 108.00 feet perpendicular to said centerline of survey to a point; thence South 89 degrees 53 minutes 38 seconds East, 108.27 feet parallel with and 258.00 feet Southerly of, when measured at right angles to said centerline of survey to a point; thence North 00 degrees 06 minutes 22 seconds East, 101.41 feet perpendicular to said centerline of survey to a point; thence North 85 degrees 39 minutes 34 seconds West, 89.28 feet to a point on the aforesaid existing Southerly right of way line and the aforesaid South boundary; thence North 89 degrees 53 minutes 38 seconds West, 19.24 feet along said existing Southerly right of way line and said South boundary to the Point of Beginning. (Containing: 11400 Square feet, more or less.)

CONTAINING IN AGGREGATE: 13448 Square feet, more or less.

By accepting this Letter of Release, the airport owner agrees to:

1. Ensure that they and their successors and assigns retain, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the subject property, the right for existing and future aircraft to generate noise in that airspace, and the right to use the airspace to land on or take off from the airport.
2. Ensure that they and their successors and assigns restrict the height of structures, objects of natural growth, and other obstructions on the subject property to such a height so as to comply with Federal Aviation Regulations, Part 77.
3. Ensure that they and their successors and assigns prevent any use of the subject property that would interfere with landing or taking off of aircraft at Orlando International Airport or otherwise constitute an airport hazard.

4. Retain or reserve necessary interests or rights to ensure that the subject property will only be used for purposes that are compatible with the noise levels generated by aircraft using the airport.

5. The Fair Market Value of the two parcels has been determined to be \$33,821. In lieu of payment, the Orlando-Orange County Expressway Authority has agreed to fully fund the relocation of Cargo Road on airport property. The cost associated with this road relocation was approximately \$1,878,243.

8. Update the Airport Layout Plan and Exhibit "A" Property Map to reflect the new airport boundaries.

9. Insure that they and their successors and assigns shall not permit/afford access from the subject property onto Orlando International Airport property for aeronautical purposes.

In consideration of these premises, the FAA agrees to release the Airport Owner from the obligations, terms, and conditions of grant agreements as they may relate to the subject property. This release is effective on the date this agreement is signed by a representative of the Airport Owner.

Please indicate your acceptance of these conditions by signing and completing the bottom portion of this letter and the enclosed duplicate and returning one copy to our office.

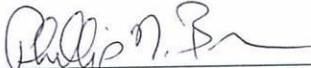
Sincerely,



Bart Vernace, P.E.
Acting Manager

1 Enclosure

Accepted for Greater Orlando Aviation Authority

By: 
Phillip N. Brown, A.A.E.
Executive Director

Title: _____

Date: May 4, 2011

APPROVED AS TO FORM AND LEGALITY
On the 29th day of April, 2011
for use and the reliance of the Greater Orlando
Aviation Authority, only.


By: 
Marchena and Graham, P.A., Counsel

EXHIBIT “G”
(Permitted Exceptions)

1. Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.

MEMORANDUM

TO: Right of Way Committee Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

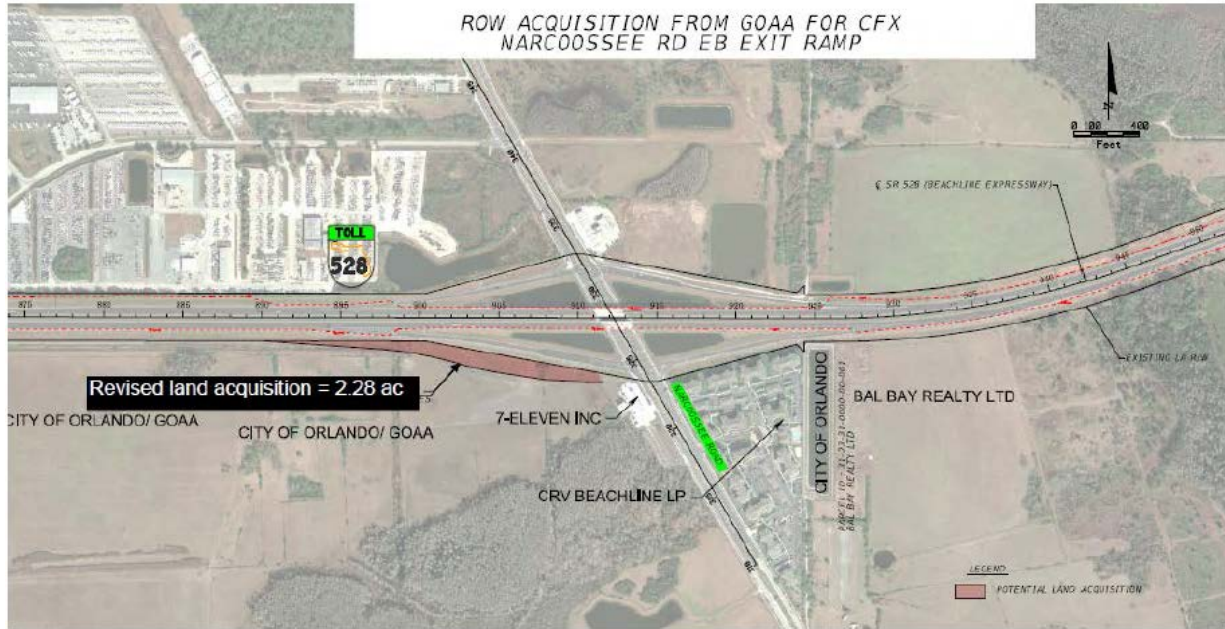
DATE: February 21, 2018

RE: Purchase and Sale Agreement (“Agreement”) between
All Aboard Florida – Operations, Greater Orlando Aviation Authority (“GOAA”),
City of Orlando, and Central Florida Expressway Authority (“CFX”)
Project 528-1240

BACKGROUND

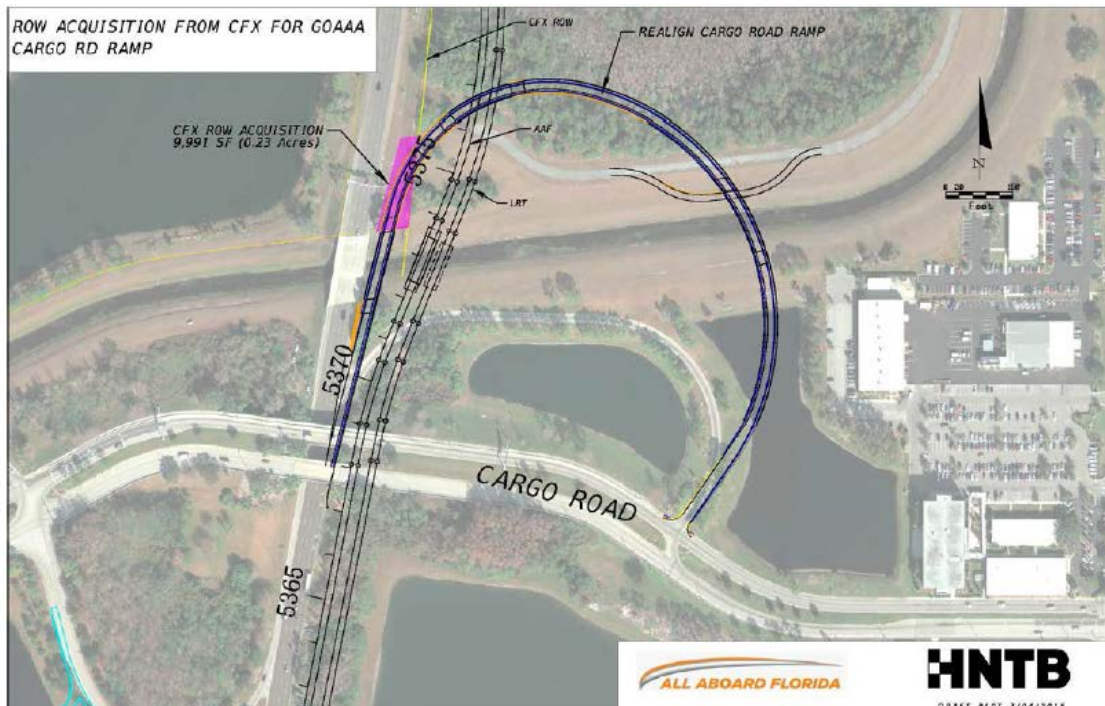
This matter involves the modification of Narcoossee Ramp on State Road (“S.R.”) 528 to accommodate the intercity passenger rail project of All Aboard Florida (“AAF”). The transaction involves a conveyance from the City and GOAA to CFX and a separate conveyance from CFX to the City and GOAA. Because the ramp modifications are needed for AAF’s rail project, AAF has agreed to pay for the title commitment, survey, closing costs, and the difference between the value of the property conveyed and the value of the property received as set forth in paragraph 5 of the proposed Agreement, a copy of which is attached.

Regarding the property to be conveyed to CFX, the southern limited-access line of the eastbound exit ramp from S.R. 528 onto Narcoossee Road needs to be extended southward into property owned by the City and used by GOAA as shown in the sketch below.

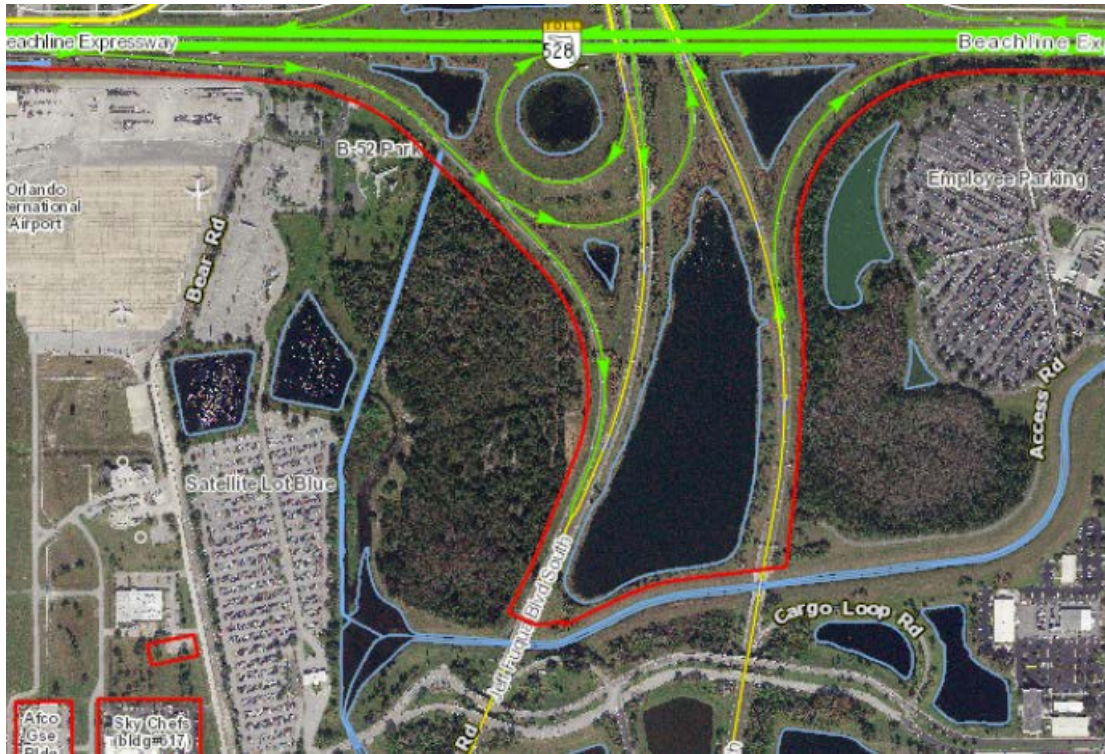


The City and GOAA will convey a 2.28-acre parcel to CFX along with four drainage easements totaling 0.67 acres to accommodate the relocation of the Narcoossee Ramp on State Road 528.

As for the property to be conveyed by CFX to the City for GOAA's use, the aerial below depicts the relocation of Cargo Road to accommodate the rail project. The area highlighted in magenta is a 0.229-acre parcel of property owned by CFX.



The parcel is south of S.R. 528 adjacent to Jeff Fuqua Boulevard North as shown in the aerial above and general area map below. Per the proposed Agreement, CFX will convey this parcel to the City and GOAA, subject to a drainage easement and the reestablishment of the limited access lines, in exchange for the property and easements along S.R. 528.



Draft appraisal reports have been received from Pinel and Carpenter valuing the parcels as follows:

<u>Parcel</u>	<u>Size (acres)</u>	<u>Value</u>
<u>From CFX to City/GOAA</u>		
Parcel C-4	0.229	\$40,000
<u>From City/GOAA to CFX</u>		
Fee Parcel	2.28	\$372,200
Permanent Easement No. 801	0.097	\$ 14,180
Permanent Easement No. 802	0.035	\$ 8,404
Permanent Easement No. 803	0.118	\$ 19,279
Permanent Easement No. 804	0.42	TBD

According to paragraph 6 of the Agreement, the appraiser will update the appraisal reports and appraisal review certificates within sixty (60) to ninety (90) days of closing.

CEEME

CEEME (“Agreement”) is made and entered into as of the ____ day of _____, 2018, by and between the EEE EEEEE, with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 (“GOAA”), an agency of the City of Orlando, existing as an independent special district under the laws of the State of Florida, the CE EEE EEEEE, a public corporation of the State of Florida with a principal address of 4974 ORL Tower Road, Orlando, FL 32807 (“CFX”), the CEE EEEEE (the “City”), a Florida Municipal Corporation existing under the laws of the State of Florida with a principal address of 400 South Orange Avenue, Orlando, FL 32801, and BE EEEEE C, a Delaware limited liability company authorized to conduct business in Florida, with a principal address 2855 Lejeune Road, 4th Floor, Coral Gables, FL 33134 (“RAIL COMPANY”). GOAA, CFX, CITY and Rail Company are sometimes collectively referred to herein as the “Parties”.

EE EEE

EE, GOAA is a public body corporate and politic duly organized and validly existing under Chapter 98-492, Special Laws of Florida 1998, as amended (the “GOAA Act”), as an independent special district and agency of the City of Orlando, Florida; and

EE, the City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 1.3 acres, being more particularly described on **Exhibit** attached hereto and incorporated herein by this reference (the “528 Ramp Property”); and

EE GOAA occupies, controls, and operates the 528 Ramp Property, pursuant to that certain Amended and Restated Operation and Use Agreement by and between GOAA and City, dated August 31, 2015, with an effective date of October 1, 2015 (the “Operating Agreement”), and that certain Memorandum of Operation and Use Agreement filed March 23, 2016 in Official Records as Clerk’s Document No. 20160146368, Public Records of Orange County, Florida;; and

EE, CFX is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.229 acres, being more particularly described in **Exhibit** attached hereto and incorporated herein by this reference (the “Cargo Road Ramp Property”); and

STATE ROAD 528
CFX PROJECT: 528-1240

□ □E□E□□, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.097 acres, being more particularly described on **Exhibit** □C□ attached hereto and incorporated herein by this reference (“Easement Parcel 801”); and

□ □E□E□□, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.035 acres, being more particularly described on **Exhibit** □□□ attached hereto and incorporated herein by this reference (“Easement Parcel 802”); and

□ □E□E□□, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.118 acres, being more particularly described on **Exhibit** □E□ attached hereto and incorporated herein by this reference (“Easement Parcel 803”); and

□ □E□E□□, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.42 acres, being more particularly described on **Exhibit** □□□ attached hereto and incorporated herein by this reference (“Easement Parcel 804”); and

□ □E□E□□, GOAA occupies, controls and operates Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 (collectively the “Easement Parcels”) pursuant to the Operating Agreement (the 528 Ramp Property, the Cargo Road Ramp Property, Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 collectively referred to as the “Properties”); and

□ □E□E□□, Rail Company is developing an inter-city commercial passenger rail connection between Miami and Orlando with the Orlando terminus located at the Orlando International Airport (the “Rail Project” or “Project”); and

□ □E□E□□, as a result of the development of the Rail Project, CFX agrees to purchase, and GOAA and City desire to sell, fee simple interest in the 528 Ramp Property, all upon the terms and conditions set forth herein; and

□ □E□E□□, as a result of the development of the Rail Project, GOAA and City desire to purchase, and CFX agrees to sell, fee simple interest in the Cargo Road Ramp Property, all upon the terms and conditions set forth herein; and

□ □E□E□□, as a result of the development of the Rail Project and the sale of the Cargo Road Ramp Property, drainage will have to be redirected and CFX will require drainage easements on the Easement Parcels (“Drainage Easements”); and

□ □E□E□□, the Rail Company wishes to fund the entire transaction because the additional CFX Right-of-Way on CFX property and on GOAA property are required to accommodate an easement for the Rail Company for the Rail Project; and

STATE ROAD 528
CFX PROJECT: 528-1240

□ □E□E□□ pursuant to the terms of the Operating Agreement and the terms of the GOAA Act as set forth in Chapter 16 of the Charter of the City of Orlando, Florida, City and GOAA have the authority to make the determination to sell, convey and accept various interests in and to the 528 Ramp Property, the Cargo Road Ramp Property and the Easement Parcels, including, without limitation, conveyance of fee simple, and the granting of perpetual easements and rights of entry; and

□ □E□E□□, CFX was created by Part III, Chapter 348, Florida Statutes (the “CFX Act”) to, among other things, construct, improve, maintain and operate a limited access toll road known as the Central Florida Expressway System; and was granted all powers necessary and convenient to conduct its business, including the power to contract with other public agencies; and

□ □E□E□□, the Parties desire to formalize the terms and conditions whereby GOAA and the City shall sell and convey title to the 528 Ramp Property to CFX, CFX shall sell and convey title to the Cargo Road Ramp Property to GOAA, and GOAA shall grant easements to CFX in the Easement Parcels; Rail Company shall fund the transactions and CFX shall acquire said interest in the 528 Ramp Property and the Easement Parcels and GOAA and City shall acquire said interest in the Cargo Road Ramp Property;

□□□ □□E□E□□E, for and in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, CFX, Rail Company, GOAA, and the City hereby covenant and agree as follows:

1. □□it□□□ The foregoing recitals are true and correct and are incorporated herein by this reference.
2. □□r□□ □□t t□ C□□□□□ □□ □□□ □□r□□rt□□ Subject to the terms and conditions of this Agreement, City and GOAA hereby agree to transfer and convey to CFX all of their respective rights, title, and interest in and to the 528 Ramp Property by Special Warranty Deed, substantially in the form of **Exhibit** □□ □□
3. □□r□□ □□t t□ C□□□□□ C□r□□□□d □□□ □□r□□rt□□ Subject to the terms and conditions of this Agreement, CFX hereby agrees to transfer and convey to GOAA and the City all of its respective rights, title, and interest in and to the Cargo Road Ramp Property by Special Warranty Deed, substantially in the form of **Exhibit** □□ □□
4. □□r□□ □□t t□ C□□□□□ E□□□□ □□t□□ E□□□□ □□t □□r□□□□□□□□E□□□□ □□t □□r□□□□□□□□d E□□□□ □□t □□r□□□□□□□□ Subject to the terms and conditions of this Agreement, GOAA hereby agrees to convey a drainage easement to CFX on Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 by Drainage Easement substantially in the form of **Exhibit** □□□□
5. □□r□□ □□t t□ □□□d th□ □□r□h□□□ □□ri□□□ Subject to the terms and conditions of this Agreement, the Rail Company hereby agrees to fund the Purchase Price,

as defined below (subject to prorations and adjustments shown on the settlement statement), the appraisal costs set forth in Paragraph 6, the cost of a survey of the Properties, and the CFX closing costs as set forth in Paragraph 10(j).

6. Property

(a) 528 Ramp Property. The purchase price (the “Ramp Property Purchase Price”) to be paid by Rail Company for CFX to GOAA and City for fee simple interest of the 528 Ramp Property shall be determined by a fair-market-value appraisal, certified to all Parties (GOAA, the City, the Rail Company, and CFX), subject to review appraisal certification in accordance with CFX’s standard procedures (the “CFX Appraisal”), which CFX Appraisal shall be performed by Walter Carpenter, MAI, of Pinel & Carpenter, Inc. (the “Appraiser”) and reviewed by the Consortium Appraisal, Inc. (the “Review Appraiser”) at Rail Company’s sole cost and expense, and based upon a value within ninety (90) days of closing. (CFX’s Manual, Sec. 5-6.05) It is specifically acknowledged and agreed that, in preparation of the CFX Appraisal, the Appraiser and/or Review Appraiser shall consult with GOAA, Rail Company and CFX, their respective legal counsel, staff, and consultants, as the Appraiser and/or Review Appraiser shall deem appropriate. The CFX Appraisal shall utilize the FAA’s definition of Fair Market Value and said CFX Appraisal is subject to FAA approval and CFX approval. GOAA, Rail Company and CFX shall cooperate in good faith with the Appraiser and Review Appraiser in preparation of the CFX Appraisal and its review. The final CFX Appraisal shall not be issued until Rail Company has reviewed and approved the CFX Appraisal. Between sixty (60) to ninety (90) days before the Closing Date, the Rail Company, at its expense, shall obtain and deliver to CFX, City, Rail Company and GOAA the CFX Appraisal and review certification as to the 528 Ramp Property.

(b) Cargo Road Ramp Property. The purchase price (the “Cargo Road Ramp Purchase Price”) to be paid by Rail Company for GOAA and City to CFX for fee simple interest of the Cargo Road Ramp Property shall be determined by a fair-market-value appraisal, certified to all Parties (GOAA, the City, the Rail Company, and CFX), subject to review appraisal certification in accordance with GOAA and City’s standard procedures (the “GOAA and City Appraisal”), which GOAA and City Appraisal shall be performed by the Appraiser and reviewed by the Review Appraiser at Rail Company’s sole cost and expense, and based upon a value within ninety (90) days of closing. (CFX’s Manual, Sec. 5-6.05) It is specifically acknowledged and agreed that, in preparation of the GOAA and City Appraisal, the Appraiser and/or Review Appraiser shall consult with GOAA, Rail Company and CFX, their respective legal counsel, staff, and consultants, as the Appraiser and/or Review Appraiser shall deem appropriate. The GOAA and City Appraisal shall utilize the FAA’s definition of Fair Market Value and said GOAA and City Appraisal is subject to FAA approval and CFX approval. GOAA, Rail Company and CFX shall cooperate in good faith with the Appraiser and Review Appraiser in preparation of the GOAA and City Appraisal and its review. The final GOAA and City Appraisal shall not be issued until Rail Company has reviewed and approved the GOAA and City Appraisal. Between sixty (60) to ninety (90) days before the Closing Date, GOAA and City, at the

expense of the Rail Company, shall obtain and deliver to CFX and Rail Company the GOAA and City Appraisal and review certification as to the Cargo Road Ramp Property.

(c) Easement Parcels. The purchase price (the “Easement Parcels Purchase Price”) to be paid by Rail Company for CFX to GOAA and City for a drainage easement in Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 shall be determined by fair-market-value appraisals, certified to all Parties (GOAA, the City, the Rail Company, and CFX), subject to review appraisal certification in accordance with CFX’s standard procedures (the “Easement Appraisals”), which Easement Appraisals shall be performed by the Appraiser and reviewed by the Review Appraiser at Rail Company’s sole cost and expense, and based upon a value within ninety (90) days of closing. It is specifically acknowledged and agreed that, in preparation of the Easement Appraisals, the Appraiser and/or Review Appraiser shall consult with GOAA, Rail Company and CFX, their respective legal counsel, staff, and consultants, as the Appraiser and/or Review Appraiser shall deem appropriate. The Easement Appraisals shall utilize the FAA’s definition of Fair Market Value and said Easement Appraisals are subject to FAA approval and CFX approval. GOAA, Rail Company and CFX shall cooperate in good faith with the Appraiser and Review Appraiser in preparation of the Easement Appraisals and their review. The final Easement Appraisals shall not be issued until Rail Company has reviewed and approved the Easement Appraisals. Between sixty (60) to ninety (90) days before the Closing Date, the Rail Company, at its expense, shall obtain and deliver to City, Rail Company and GOAA the Easement Appraisals and review certification as to Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804.

(d) Set-off. In the event the 528 Ramp Property Purchase Price together with the prices of the Easement Parcel 801, Easement Parcel 802, Easement Parcel 803, and Easement Parcel 804 (the “Combined Purchase Price”), is higher than the Cargo Road Ramp Purchase Price, the Cargo Road Ramp Purchase Price shall be subtracted from the Combined Purchase Price, resulting in the “GOAA Purchase Price.” GOAA will accept the GOAA Purchase Price and the Cargo Road Ramp Property, which price will be paid by the Rail Company. In the event that the Combined Purchase Price is higher than the Cargo Road Ramp Purchase Price, CFX will accept the 528 Ramp Property and the Easement Parcels in consideration of the conveyance of the Cargo Road Ramp Property; otherwise, CFX will accept the 528 Ramp Property, the Easement parcels, and the difference between the Cargo Road Ramp Purchase Price and the Combined Purchase Price, resulting in the “CFX Purchase Price,” which price will be paid by the Rail Company.

(e) In connection with the appraisals to be prepared as provided herein, the Parties acknowledge and agree that the valuation of the property interests to be conveyed as it relates to the Properties shall not result in any loss of access or severance damage nor shall any other damage exist with respect to any remaining property owned or occupied by CFX, City or GOAA.

(f) The terms and conditions of Section 6(e) shall survive Closing. It is acknowledged and agreed that the payment of the CFX Purchase Price and the GOAA

Purchase Price, as may be adjusted herein, represents full compensation to CFX, the City and GOAA for the Property.

7. Conditions precedent

(a) Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree that GOAA, CFX and the City shall have no obligations to sell, transfer, convey or accept the Properties; and CFX, GOAA and the City shall have no obligation to accept the conveyances; and Rail Company shall have no obligation to fund the GOAA Purchase Price or the closing costs, unless and until (1) all Escrow Release Conditions contained in Exhibit 11 of that certain Rail Line Easement Agreement, as amended dated [redacted] between GOAA and Rail Company have been satisfied; (2) the Escrow Documents (as defined in the Rail Line Easement Agreement) shall be released from Escrow; and (3) any and all other conditions precedent to the Rail Project proceeding have been satisfied.

(b) Notwithstanding anything to the contrary contained in this Agreement, if at any time prior to Closing, Rail Company determines that the Properties are no longer needed for the development of the Rail Project, then Rail Company may, at its election, terminate this Agreement.

(c) Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge and agree that GOAA, CFX, and the City shall have no obligations to sell, transfer, convey or accept the Properties; and CFX, GOAA and the City shall have no obligation to accept the conveyances; and Rail Company shall have no obligation to fund the GOAA Purchase Price or the closing costs, unless and until (1) CFX determines that the Cargo Road Ramp Property is excess property and can be declared as surplus property, including the adoption of the appropriate resolutions by the CFX Board after receipt of the necessary supporting documentation; (2) all the requirements set forth in CFX's Property Acquisition, Disposition & Permitting Procedures Manual ("Manual") have occurred, including those related to the Lease Purchase Agreement with the Florida Department of Transportation; (3) CFX approves the Rail Company's final construction plans; and (4) the Rail Company is not in breach of any of its obligations in any Easement Agreement with CFX or any other agreement with CFX related to the S.R. 528 corridor.

8. Grant of Right of Entry

(a) Grant of Right of Entry for the 528 Ramp Property. It is acknowledged and agreed by the Parties that the Rail Company's Project timing requires the Rail Company to enter onto the 528 Ramp Property and the Cargo Road Ramp Property to begin design, engineering and permitting the Rail Project and associated changes to S.R. 528 prior to the conveyance and grant of the property interests contemplated herein. In partial consideration of Rail Company's payment of the CFX Appraisal and GOAA Appraisal, by execution of this Agreement, GOAA and City agree and hereby grant to CFX, Rail Company, their respective employees, agents, engineers, contractors, assigns (including utility providers) and other representatives, for that period of time beginning upon the date

hereof and ending upon conveyance of the 528 Ramp Property interest herein and subject to the other terms and conditions herein set forth, a non-exclusive right and license to enter upon, over, under, and through the 528 Ramp Property as may be necessary or desirable for the Rail Project, the 528 ramp, and related infrastructure. This right of entry shall include the right to enter upon, over, under, and through the 528 Ramp Property for the purposes of inspecting the 528 Ramp Property for design, engineering and permitting of the Rail Project as CFX or the Rail Company deem necessary or prudent and associated changes to S.R. 528 and related interchanges as CFX or the Rail Company deem necessary or prudent. Said right and license shall merge and terminate upon the conveyance of the Properties or upon termination of this Agreement.

(b) Insurance and Third Party Beneficiary for 528 Ramp Property. All work performed within the 528 Ramp Property under the rights of entry granted herein to the Rail Company or Rail Company's employees, agents, engineers, contractors, assigns (including utility providers) and other representatives shall be at the sole risk and expense of such parties performing such work and neither GOAA nor City shall have any liability for any injuries or damages sustained. Additionally, Rail Company shall require that its contractors, agents and consultants that carry out inspection work on the Property provide insurance in accordance with GOAA guidelines. Rail Company shall include in its applicable contracts related to the Rail Project that GOAA and City are third party beneficiaries of its contracts as to indemnification and an additional insured as to insurance related to use of the 528 Ramp Property or applicable portions thereof pursuant to the grants of right-of-entry.

Rail Company shall not unreasonably disturb any GOAA operations on the 528 Ramp Property or property adjoining the 528 Ramp Property or damage any improvements which may be located on the 528 Ramp Property or property adjoining the 528 Ramp Property. Rail Company shall not permit the filing of any liens against the 528 Ramp Property in connection with their respective inspection activities contemplated herein. In the event a claim of lien is filed against the 528 Ramp Property as a result of the inspection work by or on behalf of Rail Company, or as a result of other actions or omissions of Rail Company, then Rail Company (whichever party whose inspection work or other act or omission caused such lien to be filed) shall cause such lien to be satisfied or transferred to bond so as no longer to be a lien against the 528 Ramp Property within thirty (30) days after Rail Company received notice from GOAA that the claim lien has been filed. Rail Company shall maintain worker's compensation and liability insurance in accordance with GOAA's Risk Management/Safety policies and procedures contained in the GOAA Policy and Procedure Manual; such required insurance coverage to be maintained with insurance companies that are insurers of internationally recognized reputation in the aviation market. Rail Company shall cause its contractors, subcontractors, agents, and permittees accessing the 528 Ramp Property to maintain insurance coverage in accordance with GOAA's Risk Management/Safety policies and procedures contained in the GOAA Policy and Procedure Manual. Access to the Air Operations Area of the Airport is strictly prohibited.

Rail Company shall furnish evidence of such insurance coverage prior to any contractor, subcontractor, agent, or permittee of Rail Company entering upon the 528 Ramp Property.

(c) Application for Temporary Right of Entry Permit for the Cargo Road Ramp Property. It is acknowledged and agreed by the Parties that the Rail Company's Project timing requires the Rail Company to enter onto the Cargo Road Ramp Property to begin design, engineering and permitting the Rail Project and associated changes to S.R. 528 prior to the conveyance and grant of the property interests contemplated herein. In order to obtain a Temporary Right of Entry ("TROE") Permit to enter upon the Cargo Road Ramp Property, Rail Company shall submit an Application for a TROE Permit, which shall be processed in accordance with CFX's Property Acquisition, Disposition & Permitting Procedures Manual. Said TROE shall merge and terminate upon the conveyance of the Properties or upon termination of this Agreement.

(d) Insurance and Third Party Beneficiary for Cargo Road Ramp Property. All work performed within the Cargo Road Ramp Property under the rights of entry granted herein to the City, GOAA, the Rail Company or GOAA's or Rail Company's employees, agents, engineers, contractors, assigns (including utility providers) and other representatives shall be at the sole risk and expense of such parties performing such work and CFX shall not have any liability for any injuries or damages sustained. Additionally, GOAA shall require that its contractors, agents and consultants that carry out inspection work on the Cargo Road Ramp Property provide insurance in accordance with GOAA's Risk Management/Safety policies and procedures contained in the GOAA Policy and Procedure Manual. GOAA shall include in its applicable contracts related to Cargo Road Ramp Property that CFX is a third party beneficiary of its contracts as to indemnification and an additional insured as to insurance related use of the Cargo Road Ramp Property or applicable portions thereof pursuant to the grants of right-of-entry.

Rail Company, City and GOAA shall not unreasonably disturb any CFX operations on the Cargo Road Ramp Property or property adjoining the Cargo Road Ramp Property or damage any improvements which may be located on the Cargo Road Ramp Property or property adjoining the Cargo Road Ramp Property. Rail Company, City and GOAA shall not permit the filing of any liens against the Cargo Road Ramp Property in connection with its inspection activities contemplated herein. In the event a claim of lien is filed against the Cargo Road Ramp Property as a result of the inspection work by or on behalf of Rail Company, City or GOAA, or as a result of other actions or omissions of Rail Company, City or GOAA, then Rail Company or GOAA shall cause such lien to be satisfied or transferred to bond so as no longer to be a lien against the Cargo Road Ramp Property within thirty (30) days after Rail Company or GOAA receives notice from CFX that the claim lien has been filed. Rail Company, City and GOAA shall maintain worker's compensation and liability insurance in accordance with CFX's guidelines. Rail Company, City and GOAA shall cause its contractors, subcontractors, agents, and permittees accessing the Cargo Road Ramp Property to maintain insurance coverage in accordance with CFX's guidelines.

Rail Company. City and GOAA shall furnish evidence of such insurance coverage prior to any contractor, subcontractor, agent, or permittee of Rail Company, City or GOAA entering upon the Cargo Road Ramp Property.

9. Eid□□□□□it□□

(a) 528 Ramp Property and Easement Parcels. Within sixty days of the Effective Date, Rail Company shall, at Rail Company's sole cost and expense, order a commitment from an agent of Rail Company's selection for a policy of Owner's Title Insurance (the "CFX Commitment") which shall be written on a title insurance company reasonably satisfactory and acceptable to CFX. Copies of all documents constituting the exceptions referred to in the CFX Commitment shall be attached thereto. The CFX Commitment shall bind the title company to deliver to CFX a policy of Owner's Title Insurance, which shall insure CFX's title to, in CFX's discretion, all of the 528 Ramp Property and the Easement Parcels in an amount satisfactory to CFX. In addition, Rail Company shall provide a survey of the 528 Ramp Property and Easement Parcels so that the Title Company will remove the exception from coverage relating to "rights, interests or claims . . . which a correct survey would disclose." CFX shall have ninety (90) days from the date of receipt of the CFX Commitment (or an update thereto) and survey to examine same and notify Rail Company of any defects, a defect being a matter which would render title unmarketable or otherwise unusable by CFX for its intended purposes; provided, however, it is expressly agreed CFX shall take title subject to those matters, if any, set forth on **Exhibit** □□□ attached hereto and incorporated herein (the "CFX Permitted Exceptions"), which survey shall be paid for by Rail Company. Any survey exceptions or matters not acceptable to CFX shall be treated as title defects. Rail Company shall have sixty (60) days within which to remove such defect(s), and shall use reasonable efforts to correct any such defect(s) in title within the time period provided therefore; provided, however, (i) Rail Company will not be required to file suit; (ii) Rail Company will not be required to expend more than \$10,000.00, excluding tax liens which will be paid in full, and (iii) GOAA and City shall not be required to expend any funds, in curing any such defect. If Rail Company is unsuccessful in removing same within said time period, CFX shall have the option of: (i) accepting title as it then is; (ii) terminating the Agreement, whereupon each party shall then be released of all further obligations related to the 528 Ramp Property; or (iii) electing to have Rail Company continue to take such reasonable steps as necessary to remove such defects. In the event the time period for cure of any such defects extends beyond the scheduled Closing Date as defined hereinafter, the Closing Date shall extend accordingly, at CFX's option. Those exception items listed in the CFX Commitment and accepted by CFX shall be deemed as CFX Permitted Exceptions. At Closing, since CFX desires title insurance, Rail Company shall pay the premium on behalf of CFX for the Owner's Title Insurance Policy to be issued (with the portion of the title premium for the Owner's Title Insurance Policy, calculated at the "Butler" rate, but in no event shall CFX be required to pay a portion of the premium).

(b) Cargo Road Ramp Property. Within sixty (60) days of the Effective Date, Rail Company shall, at Rail Company's sole cost and expense not to exceed \$500.00, order a commitment from an agent of Rail Company's selection for a policy of Owner's Title

Insurance (the "GOAA Commitment") which shall be written on a title insurance company reasonably satisfactory and acceptable to GOAA. Copies of all documents constituting the exceptions referred to in the GOAA Commitment shall be attached thereto. The GOAA Commitment shall bind the title company to deliver to GOAA a policy of Owner's Title Insurance, which shall insure GOAA's title to, in GOAA's discretion, all or a portion of the Cargo Road Ramp Property in an amount satisfactory to GOAA. In addition, Rail Company shall provide a survey of the Cargo Road Ramp Property so that the Title Company will remove the exception from coverage relating to "rights, interests or claims . . . which a correct survey would disclose." GOAA shall have thirty (30) days from the date of receipt of the GOAA Commitment (or an update thereto) and survey to examine same and notify Rail Company of any defects, a defect being a matter which would render title unmarketable or otherwise unusable by GOAA for its intended purposes; provided, however, it is expressly agreed GOAA shall take title subject to those matters, if any, set forth on **Exhibit** , attached hereto and incorporated herein (the "GOAA Permitted Exceptions"), which survey shall be paid for by Rail Company. Any survey exceptions or matters not acceptable to GOAA shall be treated as title defects. Rail Company shall have sixty (60) days within which to remove such defect(s), and shall use reasonable efforts to correct any such defect(s) in title within the time period provided therefore; provided, however, (i) Rail Company will not be required to file suit; and (ii) Rail Company will not be required to expend more than \$5,000.00 and (iii) CFX shall not be required to expend any funds in curing any such defect. If Rail Company is unsuccessful in removing same within said time period, GOAA shall have the option of: (i) accepting title as it then is; (ii) terminating the Agreement, whereupon each party shall then be released of all further obligations related to the Cargo Road Ramp Property, or (iii) electing to have Rail Company continue to take such reasonable steps as necessary to remove such defects. In the event the time period for cure of any such defects extends beyond the scheduled Closing Date as defined hereinafter, the Closing Date shall extend accordingly, at GOAA's option. Those exception items listed in the GOAA Commitment and accepted by GOAA shall be deemed as GOAA Permitted Exceptions. At Closing, if GOAA elects to obtain title insurance, Rail Company shall pay the premium on behalf of GOAA for the Owner's Title Insurance Policy to be issued (with the portion of the title premium for the Owner's Title Insurance Policy, calculated at the "Butler" rate, but in no event shall CFX be required to pay a portion of the premium).

(c) As-Is Conveyance. The Cargo Road Ramp Property is being conveyed "AS IS, WHERE IS, WITH ALL FAULTS," in such condition as the same may be on the closing date, without any representations or warranties by CFX as to any condition of the Property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. CFX makes no guarantee, warranty or representation, express or implied, as to the quality, character, or condition of Cargo Road Ramp Property, or any part thereof, or to the fitness of the Cargo Road Ramp Property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the Cargo Road Ramp Property, or the failure of the Cargo Road Ramp Property to meet any standards. In no event shall CFX be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are

discovered on, at or under the Cargo Road Ramp Property, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing. (CFX Manual, Sec. 5-6.09)

GOAA and the City have read and understands the provisions of this Section and acknowledge and agree that except as expressly set forth in this Agreement, it is acquiring the Cargo Road Ramp Property “AS IS, WHERE IS, WITH ALL FAULTS” and that CFX has disclaimed herein any and all warranties, express or implied.

(d) As-Is Conveyance. The 528 Ramp Property is being conveyed “AS IS, WHERE IS, WITH ALL FAULTS,” in such condition as the same may be on the closing date, without any representations or warranties by City and GOAA as to any condition of the Property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. City and GOAA make no guarantee, warranty or representation, express or implied, as to the quality, character, or condition of 528 Ramp Property, or any part thereof, or to the fitness of the 528 Ramp Property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the 528 Ramp Property, or the failure of the 528 Ramp Property to meet any standards. In no event shall City and GOAA be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are discovered on, at or under the 528 Ramp Property, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing.

CFX has read and understands the provisions of this Section and acknowledge and agree that except as expressly set forth in this Agreement, it is acquiring the 528 Ramp Property “AS IS, WHERE IS, WITH ALL FAULTS” and that City and GOAA have disclaimed herein any and all warranties, express or implied.

10. Closing Date

(a) Closing Date. The closing of the transaction contemplated under this Agreement (the “Closing”) shall be held on a day and time mutually agreeable to the Parties upon not less than fifteen (15) days' written notice to CFX, City and GOAA after Conditions Precedent have been met, unless such date is extended in order to secure the required Deed of Release and other releases from the Federal Aviation Administration (“FAA”) or by agreement in writing by the Parties (the “Closing Date”). Closing shall occur at the offices of CFX’s attorney or any other place which is mutually acceptable to the Parties. Without limiting anything contained herein, Closing may be accomplished by mail or courier. The Closing shall occur after satisfaction of the conditions precedent set forth in Section 7 above. The parties agree that the Closing shall occur on or before 11/15/2011, unless extended by written agreement approved by the City, GOAA, and CFX, through the Mayor, Chief Executive Officer, and Executive Director,

respectively. In the event that the Closing does not occur prior to the deadline, as it may be extended, this Agreement automatically terminates.

(b) Conveyance of Title for 528 Ramp Property. At the Closing, City and GOAA shall execute and deliver to CFX a Special Warranty Deed, substantially in the form of **Exhibit** □□□ conveying fee simple marketable record title to the 528 Ramp Property to CFX, free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances, except the Permitted Exceptions. GOAA shall execute a Consent to said deed, as required by CFX. Additionally, at Closing, GOAA, at GOAA's cost, shall deliver to CFX an executed FAA letter and Deed of Release as to the 528 Ramp Property pursuant to paragraph 26. In the event any mortgage, lien or other encumbrance encumbers 528 Ramp Property at Closing and is not paid and satisfied by GOAA, such mortgage, lien or encumbrance shall, at CFX's election, be satisfied and paid by Rail Company. City, GOAA, and CFX agree that such documents, resolutions and certificates as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at Closing, including, without limitation, an affidavit by GOAA and/or City in form sufficient to enable CFX's title company to delete all standard title exceptions from CFX's title policy.

(c) Conveyance of Title for Cargo Road Ramp Property. At the Closing, CFX shall execute and deliver to GOAA, a Special Warranty Deed, substantially in the form of **Exhibit** □□□ conveying fee simple marketable record title to the Cargo Road Ramp Property to GOAA, free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances, except the Permitted Exceptions, the preservation or reestablishment of CFX's limited access boundaries and rights as set forth in the legal descriptions, the Special Warranty Deed, or official public records, and easements for existing drainage or other such encumbrances that are necessary or beneficial for CFX to retain pursuant to that certain Drainage Easement Agreement to be dated as of the Closing Date. In the event any mortgage, lien or other encumbrance encumbers Cargo Road Ramp Property at Closing and is not paid and satisfied by CFX, such mortgage, lien or encumbrance shall, at GOAA's election, be satisfied and paid with the proceeds of the GOAA Purchase Price and the GOAA Purchase Price shall be increased by the amount so paid. City, GOAA, and CFX agree that such documents, resolutions and certificates as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at Closing, including, without limitation, an affidavit by CFX in form sufficient to enable GOAA's title company to delete all standard title exceptions from GOAA's title policy, should GOAA elect to obtain a title policy, subject to CFX approval of the form of the affidavit.

(d) Conveyance of Possession of 528 Ramp Property. City and GOAA shall deliver exclusive possession of the 528 Ramp Property to CFX at Closing.

(e) Conveyance of Possession of Cargo Road Ramp Property. CFX shall deliver exclusive possession of the Cargo Road Ramp Property to the City and GOAA at Closing, subject to the drainage easement in favor of CFX, preservation or reestablishment of CFX's limited access boundaries where applicable, and such encumbrances that are

necessary or beneficial for CFX to retain pursuant to that certain Drainage Easement Agreement to be dated as of the Closing Date.

(f) Conveyance of Easement in Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804. At the Closing, City and GOAA shall execute and deliver to CFX, a Drainage Easement, substantially in the form of **Exhibit** conveying a non-exclusive drainage easement in Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 to CFX, free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances, except the Permitted Exceptions. Additionally, at Closing, GOAA, at GOAA's cost, shall deliver to CFX an executed FAA letter and Deed of Release as to the Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 pursuant to paragraph 26. In the event any mortgage, lien or other encumbrance encumbers Easement Parcel 801 and/or Easement Parcel 802, Easement Parcel 803 and/or Easement Parcel 804, or the underlying fee simple interests, at Closing and is not paid and satisfied by GOAA, such mortgage, lien or encumbrance shall, at CFX's election, be satisfied and paid with the proceeds of the GOAA Purchase Price. City, GOAA, and CFX agree that such documents, resolutions and certificates as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at Closing, including, without limitation, an affidavit by GOAA and/or City in form sufficient to enable CFX's title company to delete all standard title exceptions from CFX's title policy.

(g) Prorating of Taxes and Assessments. Rail Company shall pay all taxes, assessments, and charges applicable to the Cargo Road Ramp Property, 528 Ramp Property and the Easement Parcels, if any, for all years through the Closing Date.

(h) Closing Costs. Rail Company shall, at Closing, pay: (i) all real property transfer and transaction taxes and levies, including documentary stamps on the deeds and easements, if any, relating to the purchase and sale of the Properties (provided, that the Parties shall cooperate in good faith to evidence and confirm all applicable exemptions from said taxes); (ii) the cost of recording the deeds and easements for Properties; (iii) all costs pertaining to the Commitments, including, but not limited to, title insurance premiums, title search fees, and the premiums for any endorsements requested by CFX, the City and GOAA including but not limited to the ALTA 9-06 Endorsement (commonly known as the "Florida Form 9"), and all costs related to the issuance of the Commitments and any title insurance policy insuring title to the Properties or any portion thereof; (iv) all of the costs and expenses associated with the surveying of the Properties and preparation of the legal descriptions and sketch of descriptions thereof; and (v) all costs of CFX and the City and GOAA's due diligence inspections of the Property. For the 528 Ramp Property and Easement Parcels, GOAA shall pay: (i) all costs of recording corrective title documents, if any, required in order to deliver title in condition as provided in Paragraph 9(a) above. GOAA shall pay the costs associated with obtaining the Deed of Release from the Federal Aviation Administration ("FAA"). For the Cargo Road Ramp Property, Rail Company shall pay all costs of recovering corrective title documents, if any, required in order to deliver title in condition as provided in Paragraph 9(b) above. Each party shall pay its own attorneys' fees and costs in connection with this Agreement and the Closing, with

the exception that Rail Company shall also pay the fees and costs of attorneys representing CFX in connection with this Agreement and the Closing. All other costs incurred at Closing shall be borne by the Rail Company.

11. GOAA To induce CFX and Rail Company to enter into this Agreement and to purchase the 528 Ramp Property and easements, GOAA, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is given to the best of GOAA's knowledge:

(a) That, pursuant to the GOAA Act and the Operating Agreement and subject to issuance of the necessary deed and letters of release from the FAA, GOAA has the full right, power, and authority to enter into and deliver this Agreement, to sell, convey and consent to the purchase and sale and conveyance of the 528 Ramp Property and Drainage Easements in accordance herewith and to perform all covenants and agreements of GOAA hereunder.

(b) Pursuant to the GOAA Act and the Operating Agreement, GOAA has the present, exclusive right to occupy, operate, control and use the 528 Ramp Property and the Easement Parcels, and there are no tenancy, rental or other occupancy agreements affecting the 528 Ramp Property and the Easement Parcels other than the Permitted Exceptions.

(c) That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the 528 Ramp Property and the Easement Parcels or any portion thereof, or relating to or arising out of the ownership of the 528 Ramp Property and the Easement Parcels, in any court, or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(d) With the exception of the notice provisions associated with surplus federal property, no person, firm or other legal entity other than CFX has any right or option whatsoever to acquire the interest contemplated herein as to the 528 Ramp Property and the Drainage Easements or any portion or thereof or any interest therein.

(e) Subject to obtaining written consent from the FAA, that the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by GOAA of any provision of any agreement or other instrument to which GOAA is a party or to which GOAA may be subject although not a party or which may otherwise affect or encumber the 528 Ramp Property and the Easement Parcels, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against GOAA, including, without limitation, the covenants contained in that certain Quit Claim Deed recorded in Official Records Book 933, Page 129, Public Records of Orange County, Florida.

(f) Subject to issuance of a deed and letter of release from the FAA, that the sale of the 528 Ramp Property and Easement Parcels to CFX and the use of the 528 Ramp

STATE ROAD 528
CFX PROJECT: 528-1240

Property and Easement Parcels will not interfere with the landing and takeoff of aircraft at the Orlando International Airport, nor interfere with the air navigation and or communication facilities serving the Orlando International Airport nor otherwise constitute an airport hazard.

(g) To the best knowledge of GOAA, as of the date of this Agreement, GOAA has not received written notice from any governmental authority or agency of any material violation with respect to the 528 Ramp Property and the Easement Parcels of laws relating to Hazardous Materials (as hereinafter defined) which violation remains uncured in any material respect. For purposes of this Agreement, the term Hazardous Materials shall mean (a) any toxic substance or hazardous waste, hazardous substance or related hazardous material; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of presently existing federal, state or local safety guidelines, whichever are more stringent; and (c) any substance, material or chemical which is defined as or included in the definition of "hazardous substances", "toxic substances", "hazardous materials", "hazardous wastes" or words of similar import under any federal, state or local statute, law, code, or ordinance or under the regulations adopted or guidelines promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9061 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq., provided, however, that the term "Hazardous Material" shall not include (i) motor oil and gasoline contained in or discharged from vehicles not used primarily for the transport of motor oil or gasoline, or (ii) materials which are stored or used in the ordinary course of operating the 528 Ramp Property.

(h) That each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(i) In the event that any changes occur as to any information, documents or exhibits referred to in the subparagraphs of this section, or in any other part of this Agreement, of which GOAA has knowledge, GOAA shall immediately disclose same to CFX and Rail Company when such knowledge is first available; and in the event of any change which may be deemed by CFX to be materially adverse, CFX may, at its election, terminate this Agreement.

12. City of Orlando City of Orlando City To induce CFX and Rail Company to enter into this Agreement and to purchase the 528 Ramp Property, City, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is given to the best of City's knowledge:

(a) That City, as fee simple owner of the 528 Ramp Property and the Easement Parcels, has taken all steps necessary under its Charter, the GOAA Act, and the Operating

STATE ROAD 528
CFX PROJECT: 528-1240

Agreement to approve and authorize the sale and conveyance of the 528 Ramp Property and the Drainage Easements contemplated herein, including, without limitation, conveyance of the fee simple [and the granting of perpetual easements] Further, no person, firm or other legal entity other than CFX has any right or option whatsoever to acquire the interest contemplated herein as to the 528 Ramp Property and the Drainage Easements or any portion thereof or any interest therein.

(b) To the best knowledge of the City, there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the 528 Ramp Property or the Easement Parcels or any portion thereof or relating to or arising out of City's fee ownership of the 528 Ramp Property and the Easement Parcels, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(c) Subject to obtaining written consent from the FAA, that the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by City of any provision of any agreement or other instrument to which City is a party, or to which City may be subject although not a party or which may otherwise affect or encumber the 528 Ramp Property and the Easement Parcels, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against City, including, without limitation, the covenants contained in that certain Quit Claim Deed recorded in Official Records Book 933, Page 129, Public Records of Orange County, Florida.

(d) To the best knowledge of City, as of the date of this Agreement, City has not received written notice from any governmental authority or agency of any material violation with respect to the 528 Ramp Property and the Easement Parcels of laws relating to Hazardous Materials (as hereinafter defined) which violation remains uncured in any material respect. For purposes of this Agreement, the term Hazardous Materials shall mean (a) any toxic substance or hazardous waste, hazardous substance or related hazardous material; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of presently existing federal, state or local safety guidelines, whichever are more stringent; and (c) any substance, material or chemical which is defined as or included in the definition of "hazardous substances", "toxic substances", "hazardous materials", "hazardous wastes" or words of similar import under any federal, state or local statute, law, code, or ordinance or under the regulations adopted or guidelines promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9061 *et seq.*; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, *et seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, *et seq.*; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, *et seq.*, provided, however, that the term "Hazardous Material" shall not include (i) motor oil and gasoline contained in or discharged from vehicles not used primarily for the transport of motor oil or gasoline, or (ii) materials which are stored or used in the ordinary course of operating the 528 Ramp Property.

(e) That each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(f) In the event that any changes occur as to any information, documents, or exhibits referred to in the subparagraphs of this section, or in any other part of this Agreement, of which City has knowledge, City shall immediately disclose same to CFX and Rail Company when such knowledge is first available; and in the event of any change which may be deemed by CFX to be materially adverse, CFX may, at its election, terminate this Agreement.

13. Representation and Warranty of CFX To induce the City and GOAA to enter into this Agreement and to purchase the Cargo Road Ramp Property, CFX, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is given to the best of CFX's knowledge:

(a) That, pursuant to the CFX Act, CFX has the full right, power, and authority to enter into and deliver this Agreement, to sell, convey and consent to the purchase and sale and conveyance of the Cargo Road Ramp Property in accordance herewith, including, without limitation, conveyance of the Cargo Road Ramp Property and to perform all covenants and agreements of CFX hereunder.

(b) Pursuant to the CFX Act, CFX has the present, exclusive right to occupy, operate, control and use the Cargo Road Ramp Property, and there are no tenancy, rental or other occupancy agreements affecting the Cargo Road Ramp Property other than the Permitted Exceptions.

(c) That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Cargo Road Ramp Property or any portion thereof, or relating to or arising out of the ownership of the Cargo Road Ramp Property, in any court, or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(d) With the exception of the items in the official public records and the reserved drainage easement, no person, firm or other legal entity other than GOAA and City have any right or option whatsoever to acquire the interest contemplated herein as to the Cargo Road Ramp Property or any portion or thereof or any interest therein.

(e) The execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by CFX of any provision of any agreement or other instrument to which CFX is a party or to which CFX may be subject although not a party or which may otherwise affect or encumber the Cargo Road Ramp Property, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against CFX.

(f) To the best knowledge of CFX, as of the date of this Agreement, CFX has not received written notice from any governmental authority or agency of any material violation with respect to the Property of laws relating to Hazardous Materials (as hereinafter defined) which violation remains uncured in any material respect. For purposes of this Agreement, the term Hazardous Materials shall mean (a) any toxic substance or hazardous waste, hazardous substance or related hazardous material; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of presently existing federal, state or local safety guidelines, whichever are more stringent; and (c) any substance, material or chemical which is defined as or included in the definition of “hazardous substances”, “toxic substances”, “hazardous materials”, “hazardous wastes” or words of similar import under any federal, state or local statute, law, code, or ordinance or under the regulations adopted or guidelines promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9061 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq., provided, however, that the term “Hazardous Material” shall not include (i) motor oil and gasoline contained in or discharged from vehicles not used primarily for the transport of motor oil or gasoline, or (ii) materials which are stored or used in the ordinary course of operating the Property.

(g) That each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(h) In the event that any changes occur as to any information, documents or exhibits referred to in the subparagraphs of this section, or in any other part of this Agreement, of which CFX has knowledge, CFX shall immediately disclose same to GOAA when such knowledge is first available; and in the event of any change which may be deemed by GOAA to be materially adverse, GOAA may, at its election, terminate this Agreement.

14. f In the event any party breaches any warranty or representation contained in this Agreement, or fails to comply with or perform any of the conditions to be complied with, or any of the covenants, agreements or obligations to be performed by such party under the terms and provisions of this Agreement, a non-defaulting party, in its sole discretion, shall be entitled to: (i) exercise any and all rights and remedies available to it under this Agreement, at law and in equity, including without limitation, the right of specific performance; or (ii) terminate this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the right of specific performance shall automatically terminate one (1) year from the date on which this Agreement has been executed by all parties, unless extended by approval of the GOAA Chief Executive Officer and CFX Executive Director. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or

effect. Prior to exercising any remedies, the non-defaulting party shall provide the defaulting party with thirty (30) days' written notice and opportunity to cure the default.

15. 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 or 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 as follows:

CFX: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director

Copy to: Joseph L. Passiatore, Esq.
General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

GOAA: GREATER ORLANDO AVIATION AUTHORITY
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Attn: Chief Executive Officer

Copy to: MARCHENA AND GRAHAM, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, Florida 32814
Attn: Marcos R. Marchena, Esq.

CITY: CITY OF ORLANDO
400 South Orange Avenue
Orlando, Florida 32801
Attn: Chief Administrative Officer

Copy to: CITY OF ORLANDO
Office of Legal Affairs
400 South Orange Avenue
Orlando, Florida 32801
Attn: Roy K. Payne, Esq.

pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

18. Entire Agreement 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.

19. Attorney Fees In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof, or any matter arising herefrom, each party shall bear their own fees, costs and expenses..

20. Waiver of Trial by Jury THE PARTIES VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

21. Radon Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

22. 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 CFX, City, GOAA, or Rail Company executes this Agreement.

23. City and GOAA Release CFX Release

(a) City and GOAA Release. By execution of this Agreement, City and GOAA acknowledge and agree that the amounts set forth in this Agreement represent the full compensation to City and GOAA for the 528 Ramp Property and the Drainage Easements, and City and GOAA each hereby waives and releases CFX and Rail Company from any claim for loss of access or severance damages to any remaining property owned or occupied by City or GOAA, that results from the CFX’s acquisition of the 528 Ramp Property and the Drainage Easements, or construction of improvements thereon. Nothing contained herein shall release CFX from it liabilities or obligations with respect to (i) warranties, representations and covenants in the Agreement expressly surviving Closing, or (ii) any loss or damages caused by the negligence or willful wrongdoing of CFX, its employees, contractors or agents.

(b) CFX Release. By execution of this Agreement, CFX acknowledges and agrees that as of the date of City’s execution and delivery of the deed, and GOAA’s consent

thereto, CFX shall remise, release, acquit, satisfy, and forever discharge City and GOAA of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which CFX may have against City or GOAA for, upon, or by reason pertaining to the physical condition or suitability for use of the 528 Ramp Property; provided, however, such release shall specifically exclude (i) any warranties, representations and covenants in the Agreement expressly surviving Closing; (ii) any misrepresentation by City or GOAA regarding this Agreement; or (iii) any loss or damages caused by the negligence or willful wrongdoing of City or GOAA, or their respective employees, contractors, or agents.

24. CFX Release

(a) CFX Release. By execution of this Agreement, CFX acknowledges and agrees that the amounts set forth in this Agreement represent the full compensation to CFX for the Cargo Road Ramp Property, and CFX hereby waives and releases GOAA and City from any claim for loss of access or severance damages to any remaining property owned or occupied by CFX that results from the GOAA and City's acquisition of the Cargo Road Ramp Property, or construction of improvements thereon. Nothing contained herein shall release GOAA from its liabilities or obligations with respect to (i) warranties, representations and covenants in the Agreement expressly surviving Closing, or (ii) any loss or damages caused by the negligence or willful wrongdoing of GOAA and City, and their respective employees, contractors or agents.

(b) GOAA and City Release. By execution of this Agreement, GOAA and City acknowledge and agree that as of the date of CFX's execution and delivery of the deed, GOAA and City shall remise, release, acquit, satisfy, and forever discharge CFX of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which GOAA and City may have, against CFX for, upon, or by reason pertaining to the physical condition or suitability for use of the Cargo Road Ramp Property; provided, however, such release shall specifically exclude (i) any warranties, representations and covenants in the Agreement expressly surviving Closing; (ii) any misrepresentation by CFX regarding this Agreement; or (iii) any loss or damages caused by the negligence or willful wrongdoing of CFX, or its employees, contractors, or agents.

(c) Limited-Access Lines. In further consideration of CFX's agreement to release or partially release any limited-access line, GOAA and the City hereby release and discharge CFX from all past, present and future claims or actions arising out of, or in any way connected with, the location or relocation of the limited-access lines, including any claim for loss of access to any party's remaining property, business damages, severance damages or any other damages. The release or partial release of any limited-access line shall expressly state that it is not conveying or restoring any other abutter's rights including, without limitation, any claims for air, light and view between any abutting property and CFX's property. (CFX Manual, Sec. 5-7.05)

25. **Br** City, GOAA, Rail Company and CFX hereby represent and warrant each to the other that said warranting party has not engaged or dealt with any agent, broker, or finder in regard to this Agreement, or to the sale and purchase of the Property contemplated hereby. It is agreed by all parties hereto that any warranting party breaching or having breached this warranty shall indemnify all other non-breaching warranting parties for any damages, fines, penalties or losses incurred by them as a result of or arising from such breach. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City, GOAA, or CFX may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

26. **ir** On or before Closing, GOAA shall request any releases or other documentation required from the FAA as it relates to the 528 Ramp Property and the Easement Parcels. The Parties' obligation to close is subject to the FAA issuing the required deeds and letters of release. The FAA requires certain provisions be made to the Agreement as a condition of the Deeds of Release being issued by the FAA, and in accordance with the requirements of the FAA, CFX, City and GOAA hereby agree to the following provisions as conditions of conveyance for the 528 Ramp Property and the Drainage Easements as follows (i.e., the following or substantially similar language will be included as part of the covenants, conditions and restrictions in the deeds conveying the 528 Ramp Property and the Drainage Easements):

(i) City and GOAA reserve unto themselves, their successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of, or in the said airspace, for use of said airspace for landing on, or taking off from, or operating on Orlando International Airport.

(ii) CFX, City and GOAA expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with the FAA Regulations, Part 77.

(iii) CFX, City and GOAA expressly agree for themselves, their successors and assigns, to prevent any use of the herein described real property which would interfere with the landing or takeoff of aircraft at the Orlando International Airport, or interfere with the air navigation, and or communication facilities serving the Airport, or otherwise constitute an airport hazard.

(iv) CFX, City and GOAA, and their successors and assigns shall not permit/afford access from the subject 528 Ramp Property onto Orlando International Airport Property for aeronautical purposes.

(v) City and GOAA shall insure that if the 528 Ramp Property is used or converted to a municipal use, an amount equal to the fair market value will be deposited into an identifiable interest bearing account prior to conversion of the 528 Ramp Property

to the municipal use. The proceeds should remain in this account until utilized in accordance with the FAA Order 5190.6B, paragraph 22.17.e.

27. **Exhibit** The following Exhibits are attached hereto and incorporated herein by reference:

- Exhibit "A"— 528 Ramp Property
- Exhibit "B"— Cargo Road Ramp Property
- Exhibit "C"— Easement Parcel 801
- Exhibit "D"— Easement Parcel 802
- Exhibit "E"— Easement Parcel 803
- Exhibit "F"— Easement Parcel 804
- Exhibit "G"— Form of Special Warranty Deed (528 Ramp Property)
- Exhibit "H"— Form of Special Warranty Deed (Cargo Road Property)
- Exhibit "I"— Form of Drainage Easement
- Exhibit "J"— CFX Permitted Exceptions
- Exhibit "K"— GOAA Permitted Exceptions

28. Intentionally Deleted.

29. For title and interest in the City To induce CFX to enter into this Agreement and to purchase the 528 Ramp Property and to induce City and GOAA to enter this Agreement and to purchase the Cargo Road Ramp Property, the Rail Company, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is given to the best of the Rail Company's knowledge:

(a) That the use of the 528 Ramp Property by Rail Company for the Rail Project, or other ancillary uses, including all rail cars and other structures to be placed thereon or therein by the Rail Company, will not violate the height limitations necessary to comply with the FAA Regulations, Part 77.

(b) That the Rail Company acknowledges and agrees to comply with all FAA Requirements set forth in Section 26 herein.

(c) That the Rail Company will not object to whatever condition that CFX accepts title to the 528 Ramp Property and will not object to the condition of the 528 Ramp Property once purchased, and the Rail Company agrees that its final construction plans are subject to CFX's approval.

(d) That the Rail Company will not object to whatever condition that GOAA and the City accept title to the Cargo Road Ramp Property and will not object to the condition of the Cargo Road Ramp Property once purchased.

STATE ROAD 528
CFX PROJECT: 528-1240

□□□□□□□**E** □□□**E**□ □□□□□□ □□□□

STATE ROAD 528
CFX PROJECT: 528-1240

the parties hereto have caused these presents to be executed in their respective names as of the date first above written.

C
a Florida municipal corporation

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

[Official Seal]

Date: _____

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF ORLANDO, ONLY, THIS ___ DAY OF _____, 2018.

By: _____
City Attorney
Printed Name: _____

E
a Florida municipal corporation

Dayci S. Burnette-Snyder,
Assistant Secretary

By: _____
Phillip N. Brown, A.A.E.,
Chief Executive Officer

Date: _____, 2018

APPROVED AS TO FORM AND LEGALITY this ___ day of _____, 2018, for the use and reliance by the GREATER ORLANDO AVIATION AUTHORITY, only. Marchena and Graham, P.A., General Counsel.

By: _____
Marchena and Graham, P.A.

STATE ROAD 528
CFX PROJECT: 528-1240

**“CFX”
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**, a public
Corporation of the State of Florida

ATTEST:

Regla Lamaute, Executive Assistant

By: _____
Laura Kelley, Executive Director

Date: _____, 2018

APPROVED AS TO FORM AND
LEGALITY FOR USE AND RELIANCE
BY THE CENTRAL FLORIDA
EXPRESSWAY AUTHORITY ONLY.

_____,
Counsel.

By: _____
Print: _____
Date: _____, 2018

**ALL ABOARD FLORIDA –
OPERATIONS LLC**

ATTEST:

Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____
Dated: _____, 2018

WITNESSES:

Print Name: _____

Print Name: _____

STATE ROAD 528
CFX PROJECT: 528-1240

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□ □ □ □ □ M □ □ □ □ E □ □ □ □

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: 100
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

A parcel of land lying in Section 36, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at a 6"x6" concrete monument marking the Northwest Corner of Section 36, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°06'58" East, along the West line of the Northwest 1/4 of said Section 36, a distance of 1249.98 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 per Orlando Orange County Expressway Authority, Section 1.1 and 1.2 and Project 907 Right-of-Way Maps; thence run along said existing southerly Limited Access Right-of-Way Line the following four courses and distances: run South 89°53'39" East, a distance of 2364.44 feet for the POINT OF BEGINNING; thence continue South 89°53'39" East, a distance of 238.95 feet; thence run South 85°39'53" East, a distance of 392.00 feet; thence run South 79°44'28" East, a distance of 940.93 feet to the Northwest corner of Lot 1 of the plat of "7 - ELEVEN STORE NO. 27590" as recorded in Plat Book 76 at Page 119 of the Public Records of Orange County, Florida; thence departing said existing southerly Limited Access Right-of-Way Line, run South 30°06'18" East, along the west line of said Lot 1, a distance of 47.70 feet; thence departing said west line, run North 88°00'03" West, a distance of 381.24 feet to a point of curvature of a curve concave to the northeast; thence run northwesterly along the arc of said curve having a radius of 1216.00 feet, a central angle of 13°47'50", a chord length of 292.12 feet bearing North 81°06'08" West, an arc distance of 292.82 feet; thence run North 74°12'13" West, a distance of 240.19 feet to a point of curvature of a curve concave to the southwest; thence run northwesterly along the arc of said curve having a radius of 2530.00 feet, a central angle of 08°28'51", a chord length of 374.14 feet bearing North 78°26'38" West, an arc distance of 374.49 feet; thence run North 82°41'04" West, a distance of 314.91 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view to, from or across any of the above described right-of-way property which may otherwise accrue to any property adjoining said right-of-way.

Containing 2.28 acres, more or less.

LEGEND:
(C) = Calculated
(D) = Deed
(M) = Measured
(P) = Plat
O.R.B. = Official Records Book
Pg. = Page
R = Radius
L = Length of curve (arc distance)
CD = Chord distance
Delta = central angle
CB = Chord Bearing
ID = Identification
ID ✓ = Line Not To Scale
PID = Parcel Identification Number
S.R. = State Road
CFX = Central FL Expressway Authority
R/W = Right-of-Way
C = Centerline
---|--- = Limited Access Right-of-way line
PC = Point of Curvature
PT = Point of Tangency
PCC = Point of Compound Curvature
PRC = Point of Reverse Curvature
(NT) = Non Tangent
CM = Concrete Monument
--- = section line
--- = 1/4 section line
OOCEA = Orlando Orange County Expressway Authority
No. = Number

Surveyors Notes

- Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901) , US Survey Foot, based on the north line of the northwest 1/4 of Section 36, Township 23 South, Range 30 East as being South89°55'17"East. The average combined scale factor is 0.9999452.
- The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
- This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
- The location and configuration of the lands described and depicted hereon were provided by the client.
- This legal description and sketch may have been reduced in size by reproduction.
- A Commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539A-1-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

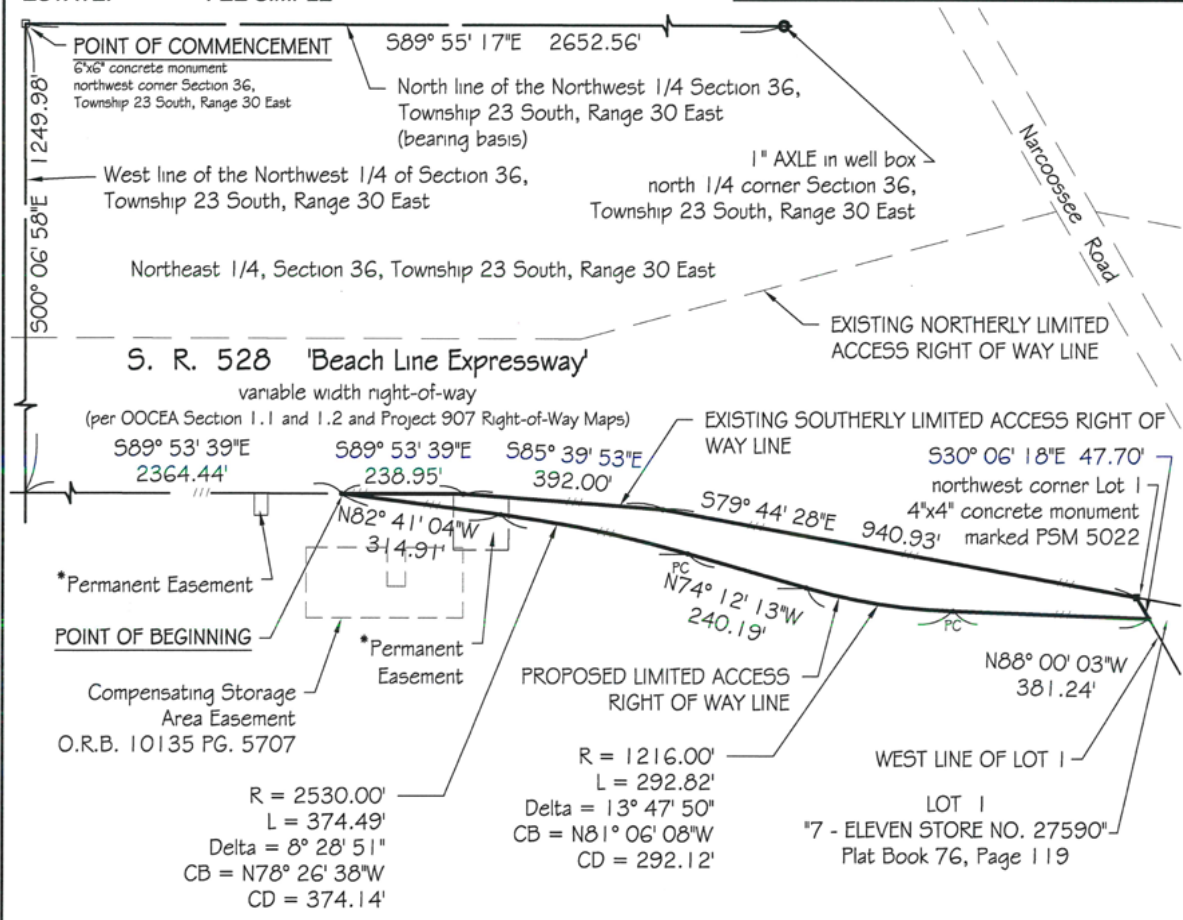
I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

Robert M. Jones, PLS
Florida Surveyor and Mapper, License No. LS-0004201

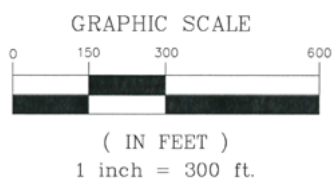
THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 11/24/2015	Amec Foster Wheeler Environment & Infrastructure, Inc.		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802	75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570		DATE	BY
APPROVED BY: RMJ		Certificate of Authorization Number LB-0007932		DRAWING NAME: C11 et G2A-1/2 3-26.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: 100
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE



* as depicted on Orlando-Orange County Expressway Authority SR 528 Right-of-Way Map Project 907



THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 11/24/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY
APPROVED BY: RMJ					DRAWING NAME: DX et 0044-r2 3-24.dwg

STATE ROAD 528
CFX PROJECT: 528-1240

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C □ □ □ □ □ □ □ □ M □ □ □ □ E □ □ □ □ □

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: C-4 (PARTIAL)
ESTATE: FEE SIMPLE

A parcel of land lying in Section 34, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at a 90d Nail marking the Northwest Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°08'13" East, along the West line of the Northwest 1/4 of said Section 34, a distance of 2817.96 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 as described in Official Records Book 3313 at Page 1917 of the Public Records of Orange County, Florida and a point on a non-tangent curve concave to the north; thence northeasterly along said existing southerly Limited Access Right-of-Way Line the following four courses and distances: run northeasterly along the arc of said curve having a radius of 420.00 feet, a central angle of 08°49'01", a chord length of 64.57 feet bearing North 68°30'28" East, an arc distance of 64.63 feet; thence run North 63°53'38" East, non-tangent to said curve, a distance of 263.53 feet to point of curvature of a non-tangent curve concave to the southeast; thence run northeasterly along the arc of said curve having a radius of 880.00 feet, a central angle of 19°05'36", a chord length of 291.90 feet bearing North 73°27'27" East, an arc distance of 293.25 feet; thence run North 83°01'47" East, non-tangent to said curve, a distance of 451.28 feet to the POINT OF BEGINNING; thence departing said existing southerly Limited Access Right-of-Way Line, run North 14°23'08" East, a distance of 88.02 feet to the south boundary of a parcel of land identified as pole square "sign number 136 east" as described in Official Records Book 10401 at Page 5069 of said Public Records; thence run South 80°05'11" East, along the said south boundary, a distance of 3.20 feet; thence North 09°54'49" East, along the east boundary of said parcel, a distance of 10.00 feet; thence North 80°05'11" West, along the north boundary of said parcel, a distance of 2.42 feet; thence departing said north boundary, run North 14°23'08" East, a distance of 113.90 feet; thence run North 83°00'42" East, a distance of 36.08 feet to said existing southerly Limited Access Right-of-Way Line; thence run South 06°43'35" West, along said existing southerly Limited Access Right-of-Way Line, a distance of 203.18 feet; thence run South 83°01'47" West, along said existing southerly Limited Access Right-of-Way Line, 65.15 feet to the POINT OF BEGINNING.

Containing 9963 square feet or 0.229 acres, more or less.

Reserving all rights of ingress, egress, light, air and view to, from or across any Central Florida Expressway Authority right-of-way property which may otherwise accrue to any property adjoining said right-of-way. Subject to permanent drainage easement in favor Central Florida Expressway Authority.

Surveyors Notes

LEGEND:

- (C) = Calculated
- (D) = Deed
- (M) = Measured
- (P) = Plat
- O.R.B.= Official Records Book
- Pg. = Page
- R = Radius
- L = Length of curve (arc distance)
- C = Chord distance
- Delta = central angle
- CB = Chord Bearing
- ID = Identification
- ∕ = Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central Florida Expressway Authority
- R/W = Right-of-Way
- C = Centerline
- ||— = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- = 1/4 section line

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901) , US Survey Foot, based on the north line of Section 34, Township 23 South, Range 30 East as being North89°50'49" East. The average combined scale factor is 0.9999476.
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
5. This legal description and sketch may have been reduced in size by reproduction.

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

DRAFT

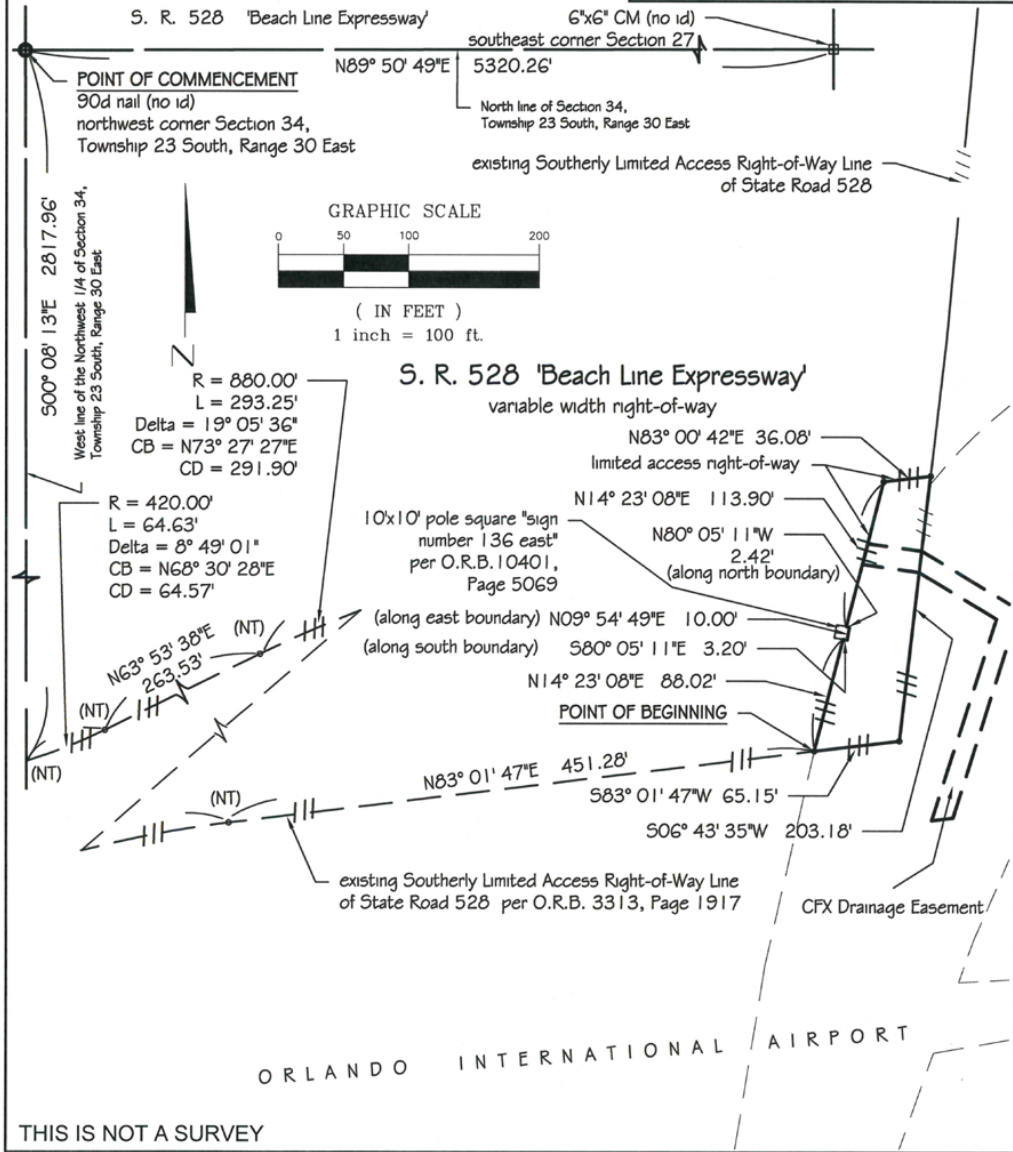
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 09/22/2015	AMEC Environment & Infrastructure, Inc. <small>75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932</small>		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY
APPROVED BY: RMJ					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: C-4 (PARTIAL)
ESTATE: FEE SIMPLE



THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2			
DESIGNED BY: HNTB	DATE: 09/22/2015	AMEC Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS			
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY		
APPROVED BY: RMJ							
				DRAWING NAME: 021 at 02M-5 9-15.dwg			

STATE ROAD 528
CFX PROJECT: 528-1240

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E □ □ EME □ □ □ □ □ CE □ □ □ □ □

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #1
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in Section 34, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at a 90d Nail marking the Northwest Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°08'13" East, along the West line of the Northwest 1/4 of said Section 34, a distance of 2817.96 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 as described in Official Records Book 3313 at Page 1917 of the Public Records of Orange County, Florida and a point on a non-tangent curve concave to the north; thence northeasterly along said existing southerly Limited Access Right-of-Way Line the following four courses and distances: run northeasterly along the arc of said curve having a radius of 420.00 feet, a central angle of 08°49'01", a chord length of 64.57 feet bearing North 68°30'28" East, an arc distance of 64.63 feet; thence run North 63°53'38" East, non-tangent to said curve, a distance of 263.53 feet to point of curvature of a non-tangent curve concave to the southeast; thence run northeasterly along the arc of said curve having a radius of 880.00 feet, a central angle of 19°05'36", a chord length of 291.90 feet bearing North 73°27'27" East, an arc distance of 293.25 feet; thence run North 83°01'47" East, non-tangent to said curve, a distance of 451.28 feet; thence run North 14°23'08" East, a distance of 88.02 feet to a parcel of land identified as pole square "sign number 136 east" as described in Official Records Book 10401 at Page 5069 of said Public Records; thence run South 80°05'11" East, a distance of 3.20 feet; thence North 09°54'49" East, a distance of 10.00 feet; thence North 80°05'11" West, a distance of 2.42 feet; thence departing said parcel of land, run North 14°23'08" East, a distance of 48.93 feet to the POINT OF BEGINNING; thence run North 14°23'08" East, a distance of 16.18 feet; thence run South 82°34'56" East, a distance of 41.56 feet; thence run South 59°09'28" East, a distance 86.60 feet; thence run South 17°35'33" West, a distance 166.48 feet; thence run South 82°52'52" West, a distance of 16.56 feet; thence run North 17°55'55" East, a distance of 161.32 feet; thence run North 59°07'59" West, a distance of 68.96 feet; thence run North 82°08'40" West, a distance of 43.72 feet to the POINT OF BEGINNING.

Containing 4240 square feet or 0.097 acres, more or less.

Surveyors Notes

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- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- — — = 1/4 section line

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

DRAFT

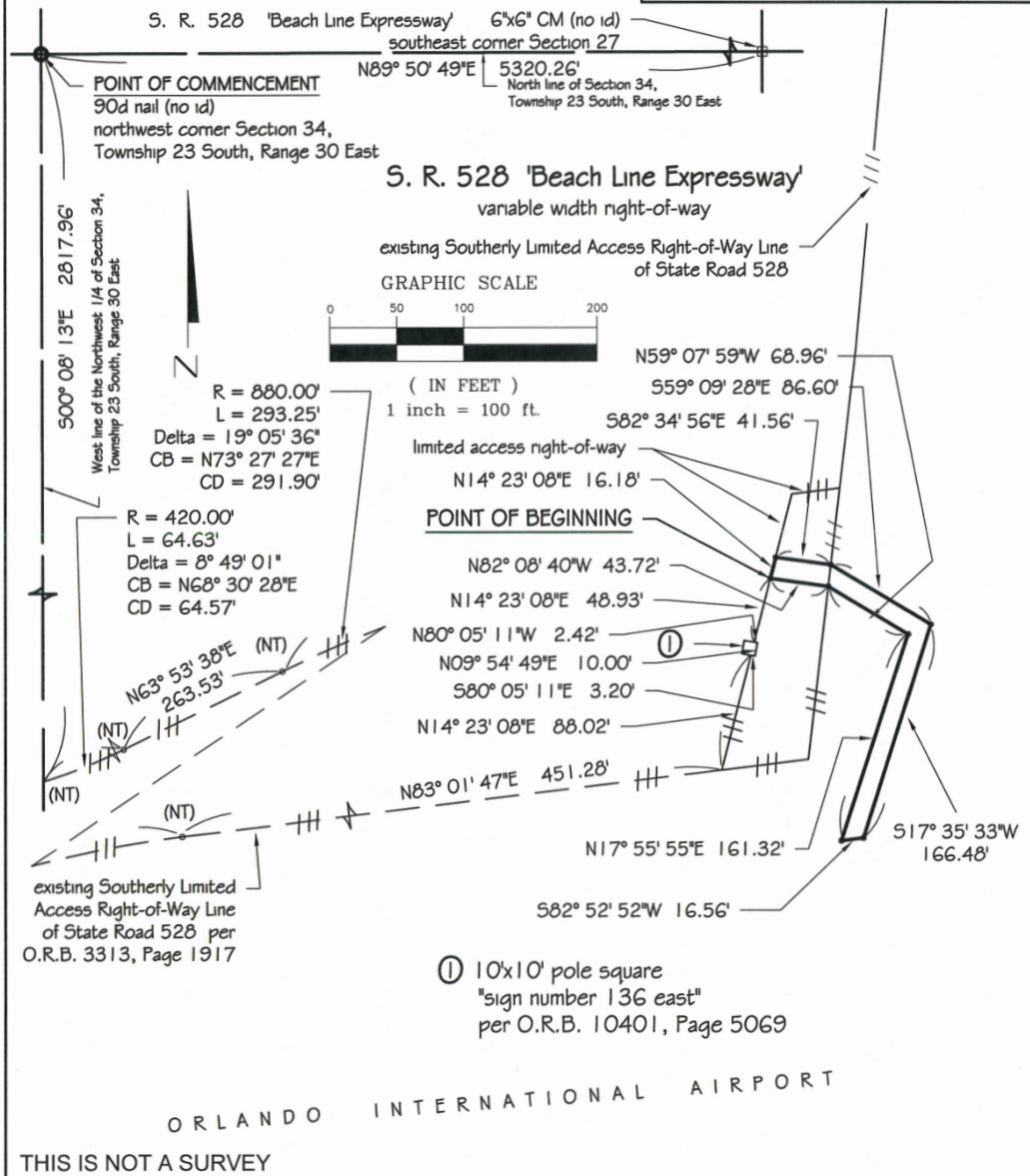
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2			
DESIGNED BY: HNTB	DATE: 09/21/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS			
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY		
APPROVED BY: RMJ					
				DRAWING NAME: Drainage Area No.1 in OIA.dwg			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #1
ESTATE: PERMANENT DRAINAGE EASEMENT



FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2			
DESIGNED BY: HNTB	DATE: 09/21/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS			
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY	...	
APPROVED BY: RMJ				
				DRAWING NAME: Drainage Area No.1 in OIA.dwg			

STATE ROAD 528
CFX PROJECT: 528-1240

E □ □ B □ □ □ □
E □ EME □ □ □ □ CE □ □ □ □

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #2
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in the Section 34, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at 6"x6" concrete monument marking the Northeast Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°22'19" East, along the East line of the Northeast 1/4 of said Section 34, a distance of 589.13 feet to the southerly Limited Access Right-of-Way Line of State Road 528; thence run along said southerly Limited Access Right-of-Way Line the following two courses and distances: thence N76°11'34"W, a distance of 507.78 feet; thence N80°13'05"W, a distance of 39.30 feet to the POINT OF BEGINNING; thence departing said southerly Limited Access Right-of-Way line run S 11°28' 31" W, a distance of 66.64 feet; thence run N 78° 18' 15" W, a distance of 23.07 feet; thence run N 11° 28' 54" E, a distance of 65.87 feet to said southerly Limited Access Right-of-Way Line; thence run S 80° 13' 05" E, along said southerly Limited Access Right-of-Way line, a distance of 23.07 feet to the POINT OF BEGINNING.

Containing 1528 square feet or 0.035 acres, more or less.

Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901) , US Survey Foot, based on the north line of Section 34, Township 23 South, Range 30 East as being North89°50'49"East. The average combined scale factor is 0.9999476.
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
5. This legal description and sketch may have been reduced in size by reproduction.

LEGEND:

- (C) = Calculated
- (D) = Deed
- (M) = Measured
- (P) = Plat
- O.R.B.= Official Records Book
- Pg. = Page
- R = Radius
- L = Length of curve (arc distance)
- C = Chord distance
- Delta = central angle
- CB = Chord Bearing
- ID = Identification
- /— = Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central Florida Expressway Authority
- R/W = Right-of-Way
- ⊙ = Centerline
- ||— = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- = 1/4 section line

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

DRAFT

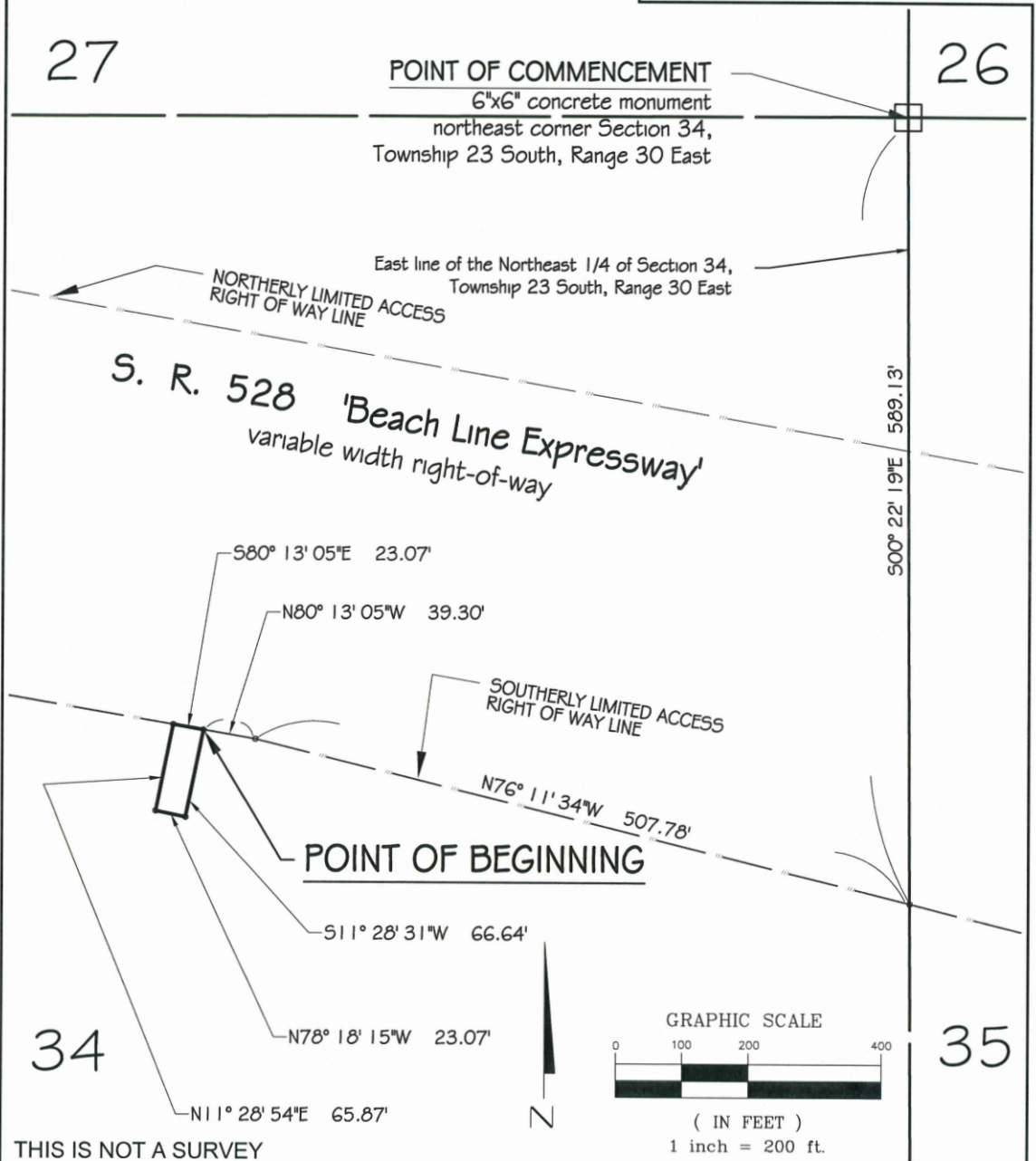
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2
DESIGNED BY: HNTB	DATE: 09/21/2015	Amec Foster Wheeler Environment & Infrastructure, Inc.		REVISIONS
DRAWN BY: PEW	AMEC JOB No.: 6374150802	75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570		DATE BY
APPROVED BY: RMJ	.	Certificate of Authorization Number LB-0007932		... ..
				DRAWING NAME: Drainage Area No.2 in OIA.doc

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-800
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #2
 ESTATE: PERMANENT DRAINAGE EASEMENT



THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH  Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932	SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 09/21/2015		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802		DATE	BY
APPROVED BY: RMJ			...	...
			DRAWING NAME: Drainage Area No.2 in OIA.dwg	

STATE ROAD 528
CFX PROJECT: 528-1240

E □ □ □ B □ □ □ E □
E □ □ EME □ □ □ □ □ CE □ □ □ □ □

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #3
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in the Section 36, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at 6"x6" concrete monument marking the Northeast Corner of Section 35, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°06'56" East, along the East line of the Northeast 1/4 of said Section 35, a distance of 1250.09 feet to the southerly Limited Access Right-of-Way Line of State Road 528; thence run S89°53'39"E, along said southerly Limited Access Right-of-Way Line, a distance of 2583.98 feet to the northwest corner of Permanent Easement Parcel 907-801/ Part C as depicted on Orlando -Orange County Expressway Right-of- Way Map , Project 907; thence run S00° 06' 21" W, departing said southerly Limited Access Right-of-Way Line, along the west line of said Easement, a distance of 108.00 feet to the southwest corner of said Easement and the POINT OF BEGINNING; thence run S89° 53' 39" E , along the south line of said Easement, a distance of 108.27 feet to the southeast corner of said Easement; thence departing said south line, run S00° 17' 29" E, a distance of 47.30 feet; thence run S89° 58' 12 " W, a distance of 108.53 feet; thence run N 00° 01' 41" E, a distance of 47.56 feet to the POINT OF BEGINNING.

Containing 5141 square feet or 0.118 acres, more or less.

Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901) , US Survey Foot, based on the north line of Section 34, Township 23 South, Range 30 East as being North89°50'49"East. The average combined scale factor is 0.9999476.
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
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- (M) = Measured
- (P) = Plat
- O.R.B.= Official Records Book
- Pg. = Page
- R = Radius
- L = Length of curve (arc distance)
- C = Chord distance
- Delta = central angle
- CB = Chord Bearing
- ID, = Identification
- y/l = Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central Florida Expressway Authority
- RAW = Right-of-Way
- ☉ = Centerline
- ||— = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- — — = 1/4 section line

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

DRAFT

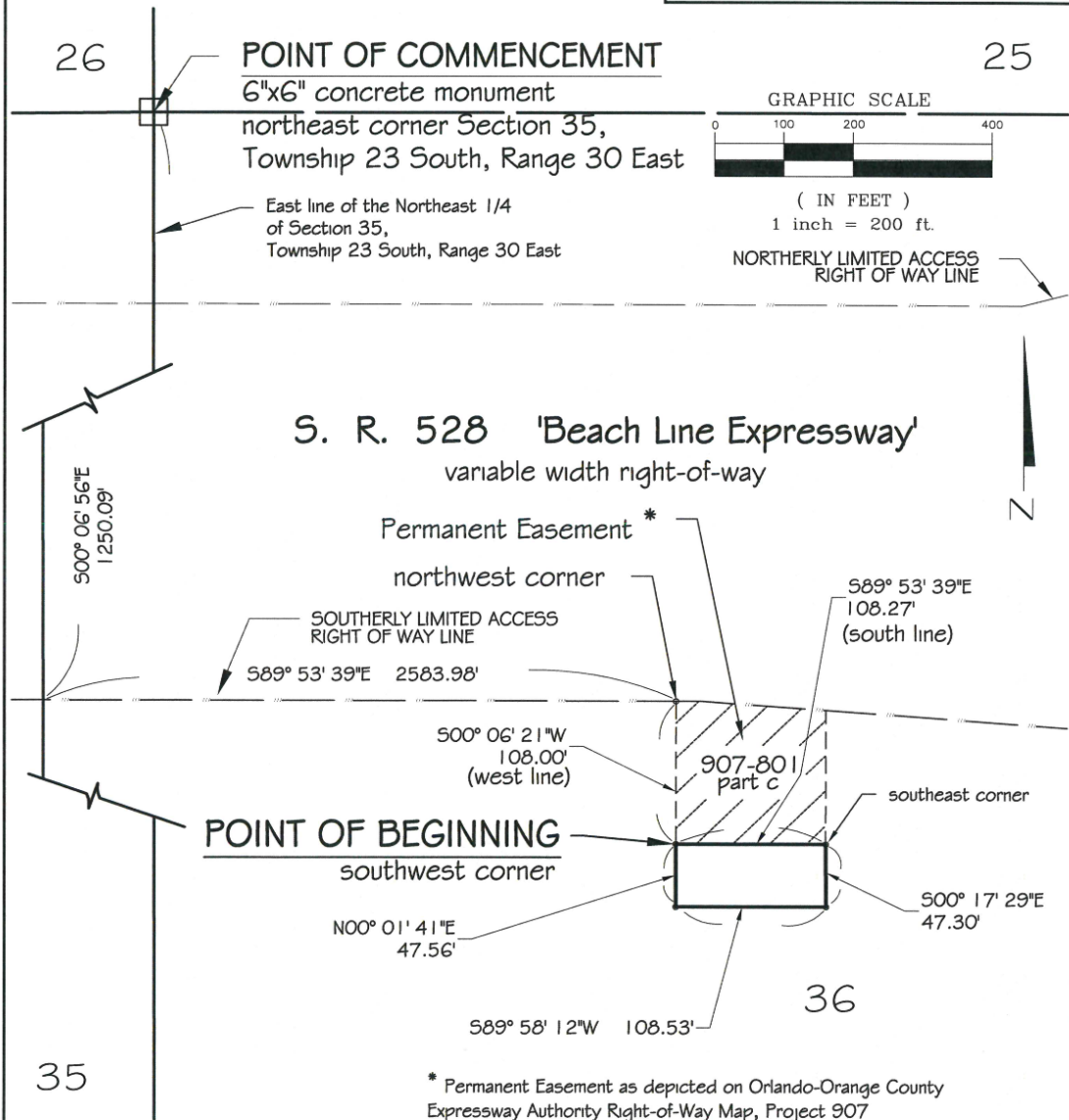
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 09/21/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY
APPROVED BY: RMJ					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-800
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #3
 ESTATE: PERMANENT DRAINAGE EASEMENT



THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2			
DESIGNED BY: HNTB	DATE: 09/21/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS			
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY		
APPROVED BY: RMJ			
				DRAWING NAME: Drainage Area No.3 in OA.dwg			

STATE ROAD 528
CFX PROJECT: 528-1240

E **B**
E **E** **C**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #804
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in the Section 35, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at a 6"x6" concrete monument (no identification) marking the Northwest Corner of Section 35, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°22'19" East, along the west line of the Northwest 1/4 of said Section 35, a distance of 589.13 feet to the south Limited Access Right-of-Way Line of State Road 528 per Orlando Orange County Expressway Authority Goldenrod Road Extension Project 903 Right-of-Way Maps; thence run along said south Limited Access Right-of-Way Line the following four (4) courses and distances; thence run South 76°11'34" East, a distance of 368.99 feet; thence run South 75°51'57" East, a distance of 98.35 feet to a point on a non-tangent curve with a radius of 2770.79 feet, concave to the south; thence easterly along said curve to the right through a central angle of 7°40'18", a chord distance of 370.72 feet where the chord bears S71°21'21"E an arc distance of 371.00 feet to the point of intersection with a non-tangent line; thence S66°51'16"E, a distance of 98.35 feet; thence run S66°31'16"E, a distance of 233.65 feet to the POINT OF BEGINNING; thence continue along said south Limited Access Right-of-Way Line the following four (4) courses and distances; thence run S66°31'16"E, a distance of 199.42 feet to a point on a curve with a radius of 2000.00 feet, concave to the north; thence easterly along said curve to the left through a central angle of 10°53'25", a chord distance of 379.57 feet where the chord bears S71°57'58"E an arc distance of 380.14 feet; thence run S77°24'41"E, a distance of 246.47 feet; thence run South 08°35'44" West, a distance of 22.89 feet; thence departing said south Limited Access Right-of-Way Line, run westerly along a curve to the right through a central angle of 8°55'54", a chord distance of 556.26 feet where the chord bears N74°42'26"W an arc distance of 556.83 feet; thence run North 68°44'48" West, a distance of 274.06 feet; thence run North 22°02'13" East, a distance of 29.40 feet to the POINT OF BEGINNING.

Containing 0.42 acres, more or less.

Surveyors Notes

LEGEND:

- (C) = Calculated
- (D) = Deed
- (M) = Measured
- (P) = Plat
- O.R.B.= Official Records Book
- Pg. = Page
- R = Radius
- L = Length of curve (arc distance)
- CD = Chord distance
- Delta = central angle
- CB = Chord Bearing
- ID, or id = Identification
- ∕ = Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central Florida Expressway Authority
- R/W = Right-of-Way
- ⊙ = Centerline
- ||— = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- — = 1/4 section line
- OOCEA = Orlando Orange County Expressway Authority
- No. = Number

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901) , US Survey Foot, based on the west line of the northwest 1/4 of Section 35, Township 23 South, Range 30 East as being South 00°22'19" East. The average combined scale factor is 0.9999476.
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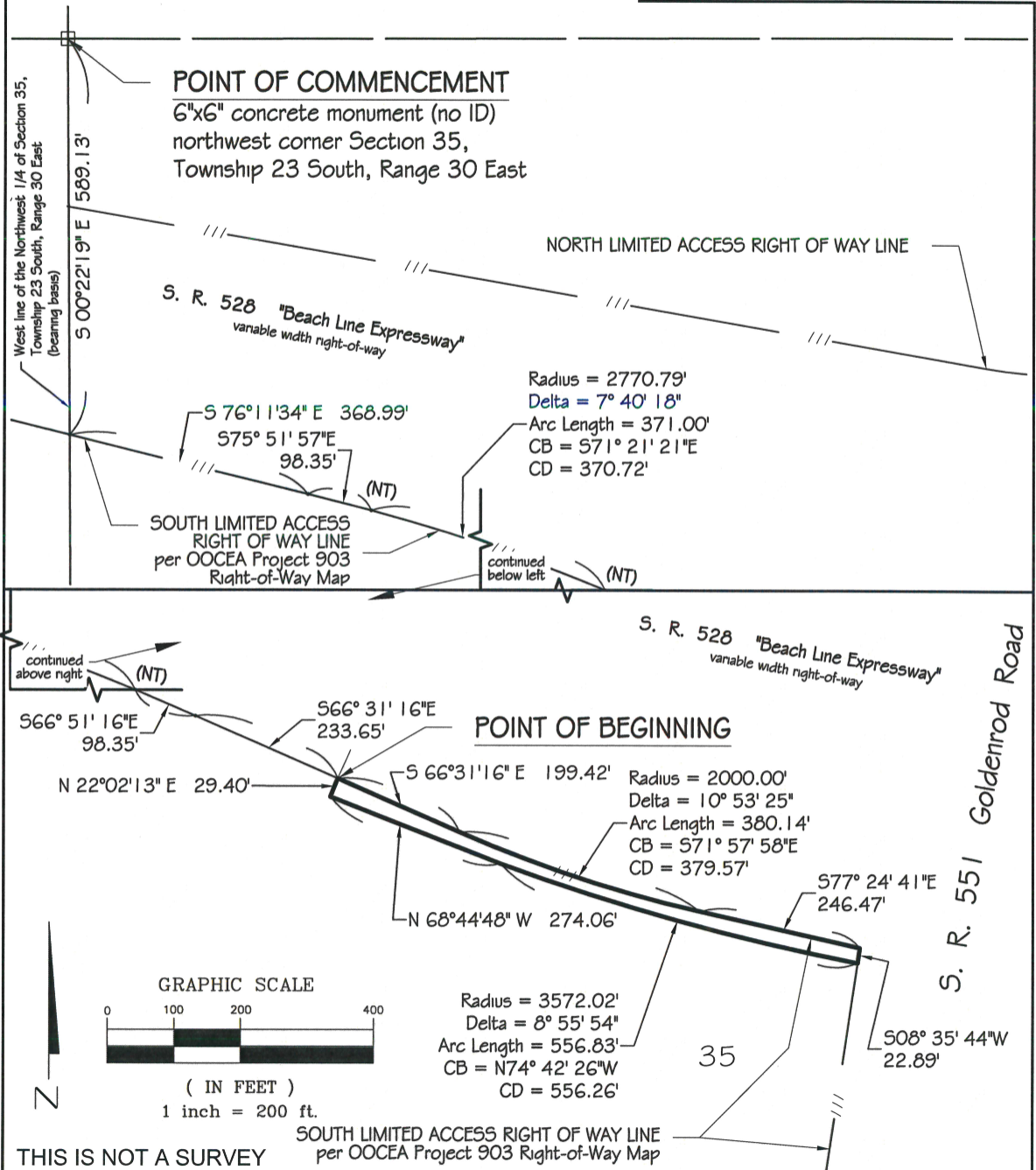
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2			
DESIGNED BY: HNTB	DATE: 03/18/2016	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS			
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY		
APPROVED BY: RMJ			
				DRAWING NAME: Drainage Area No.4 in OIA.dwg			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #804
ESTATE: PERMANENT DRAINAGE EASEMENT



FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2			
DESIGNED BY: HNTB	DATE: 03/18/2016	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS			
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY		
APPROVED BY: RMJ							
				DRAWING NAME: Drainage Area No.4 in OIA.dwg			

EXHIBIT "G"
(FORM OF SPECIAL WARRANTY DEED [528 RAMP PROPERTY])

Prepared By and Return To:

Christopher J. Wilson, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane
Suite 101
Orlando, Florida 32812

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10) and 12B-4.054(24) F.A.C. and Florida Statute 201.02(6).

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed effective as of the ____ day of _____, 2018, by the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 ("GOAA"), and **THE CITY OF ORLANDO**, a Florida Municipal Corporation existing under the laws of the State of Florida, with a principal address of 400 South Orange Avenue, Orlando, FL 32801 ("City") (hereinafter collectively referred to as "**Grantors**") to the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate and agency of the State of Florida, ("CFX"), with a principal address of 4974 ORL Tower Road, Orlando, FL 32807 (hereinafter referred to as "**Grantee**").

WITNESSETH:

THAT GRANTORS, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, transfer, alien, remise, release, convey, and confirm unto Grantee all Grantors' interest in those certain parcels of land situated in the City of Orlando, Orange County, Florida, more particularly described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter referred to as the "**Subject Property**"), together with all rights of ingress, egress, light, air and view to, from and across any State Road 528 road right-of-way which may otherwise accrue to any property adjoining said right-of-way.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging to or anywise appertaining, and all the estate, right, title, interest, claim.

AND the Grantors do hereby covenant with said Grantee that Grantors are lawfully seized of said land in fee simple; that Grantors have good right and lawful authority to sell and convey said land; that Grantors hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever claiming by or through Grantors.

SUBJECT TO taxes for the current year and subsequent years and the covenants, conditions and restrictions which are set forth below:

- a) Grantors reserve unto themselves, their successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right

to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on Orlando International Airport.

b) Grantors and Grantee expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with the FAA Regulations, Part 77.

c) Grantors and Grantee expressly agree for themselves, their successors and assigns, to prevent any use of the hereinafter described real property which would interfere with the landing or takeoff of aircraft at Orlando International Airport or interfere with the air navigation and or communication facilities serving Orlando International Airport, or otherwise constitute an airport hazard.

d) Grantors, Grantee, and their successors and assigns shall not permit/afford access from the subject property onto Orlando International Airport property for aeronautical purposes.

e) Grantors shall insure that if the property is used or converted to a municipal use, an amount equal to the fair market value will be deposited into an identifiable interest bearing account prior to conversion of the property to the municipal use. The proceeds should remain in this account until utilized in accordance with the FAA Order 5190.6A, paragraph 7-9.c.

Notice of Grantor's Release

The following provision is added as a condition of conveyance for the Subject Property:

(a) Grantors acknowledge and agree that the upon conveyance of the Subject Property to the Grantee, that the Subject Property shall be and is released from the provisions, covenants and other matters set forth in that certain Amended and Restated Operation and Use Agreement between the City of Orlando and Greater Aviation Authority dated August 31, 2015, and that certain Memorandum of Amended and Restated Operation and Use Agreement filed March 23, 2016 in Official Records as Clerk's Document No. 20160146368, Public Records of Orange County, Florida.

[THIS SPACE LEFT BLANK INTENTIONALLY]

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOWING]

"CITY"

CITY OF ORLANDO, FLORIDA,

a Florida municipal corporation existing under the laws of the State of Florida.

ATTEST:

By: _____

Printed Name: _____

Title: _____

[Official Seal]

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF ORLANDO, ONLY, THIS ___ DAY OF _____, 2018.

WITNESSES:

Print Name: _____

Print Name: _____

By: _____

City Attorney

**STATE OF FLORIDA
COUNTY OF ORANGE**

ACKNOWLEDGMENT

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared _____, as _____, of the City of Orlando, personally known to me to be the individual and officer described in and who executed the foregoing instrument on behalf of said City of Orlando, and acknowledged the execution thereof to be his/her free act and deed as such officer and that he/she was duly authorized so to do.

In witness whereof, I have hereunto set my hand and official seal at Orlando, in the County of Orange, State of Florida, this _____ day of _____, 2018.

Notary Seal

Notary Public

Print Name: _____

My commission expires: _____

**"GOAA"
GREATER ORLANDO AVIATION
AUTHORITY**

ATTEST:

By: _____
Dayci S. Burnette-Snyder, Assistant Secretary

By: _____
Phillip N. Brown, A.A.E.,
Chief Executive Officer

WITNESSES:

Date: _____, 2018

Print Name: _____

Print Name: _____

APPROVED AS TO FORM AND LEGALITY
THIS _____ DAY OF _____, 2018,
for the use and reliance of the Greater
Orlando Aviation Authority, only.
Marchena and Graham, P.A., General
Counsel

By: _____
Marchena and Graham, P.A.

**STATE OF FLORIDA
COUNTY OF ORANGE**

ACKNOWLEDGMENT

Personally Appeared before me this ____ day of _____, 2018, the undersigned authority, Phillip N. Brown, A.A.E., well known to me and known by me to be the Chief Executive Officer of the Greater Orlando Aviation Authority, and acknowledged before me that he executed the foregoing instrument on behalf of the Greater Orlando Aviation Authority as its true act and deed, and that he was duly authorized to do so.

Notary Seal

Notary Public

Print Name: _____

Commission Expires: _____

COMPOSITE EXHIBIT "A"

Legal Description of Subject Property (528 Ramp Parcel)

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528**
PROJECT No.: 528-1240
PARCEL No.: 100
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

A parcel of land lying in Section 36, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at a 6"x6" concrete monument marking the Northwest Corner of Section 36, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°06'58" East, along the West line of the Northwest 1/4 of said Section 36, a distance of 1249.98 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 per Orlando Orange County Expressway Authority, Section 1.1 and 1.2 and Project 907 Right-of-Way Maps; thence run along said existing southerly Limited Access Right-of-Way Line the following four courses and distances: run South 89°53'39" East, a distance of 2364.44 feet for the POINT OF BEGINNING; thence continue South 89°53'39" East, a distance of 238.95 feet; thence run South 85°39'53" East, a distance of 392.00 feet; thence run South 79°44'28" East, a distance of 940.93 feet to the Northwest corner of Lot 1 of the plat of "7 - ELEVEN STORE NO. 27590" as recorded in Plat Book 76 at Page 119 of the Public Records of Orange County, Florida; thence departing said existing southerly Limited Access Right-of-Way Line, run South 30°06'18" East, along the west line of said Lot 1, a distance of 47.70 feet; thence departing said west line, run North 88°00'03" West, a distance of 381.24 feet to a point of curvature of a curve concave to the northeast; thence run northwesterly along the arc of said curve having a radius of 1216.00 feet, a central angle of 13°47'50", a chord length of 292.12 feet bearing North 81°06'08" West, an arc distance of 292.82 feet; thence run North 74°12'13" West, a distance of 240.19 feet to a point of curvature of a curve concave to the southwest; thence run northwesterly along the arc of said curve having a radius of 2530.00 feet, a central angle of 08°28'51", a chord length of 374.14 feet bearing North 78°26'38" West, an arc distance of 374.49 feet; thence run North 82°41'04" West, a distance of 314.91 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view to, from or across any of the above described right-of-way property which may otherwise accrue to any property adjoining said right-of-way.

Containing 2.28 acres, more or less.

LEGEND:

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- CB = Chord Bearing
- ID = Identification
- ∕ = Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central FL Expressway Authority
- R/W = Right-of-Way
- ⊕ = Centerline
- ||— = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- — — = 1/4 section line
- OOCEA = Orlando Orange County Expressway Authority
- No. = Number

Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901) , US Survey Foot, based on the north line of the northwest 1/4 of Section 36, Township 23 South, Range 30 East as being South89°55'17"East. The average combined scale factor is 0.9999452.
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
5. This legal description and sketch may have been reduced in size by reproduction.
6. A Commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539A-1-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

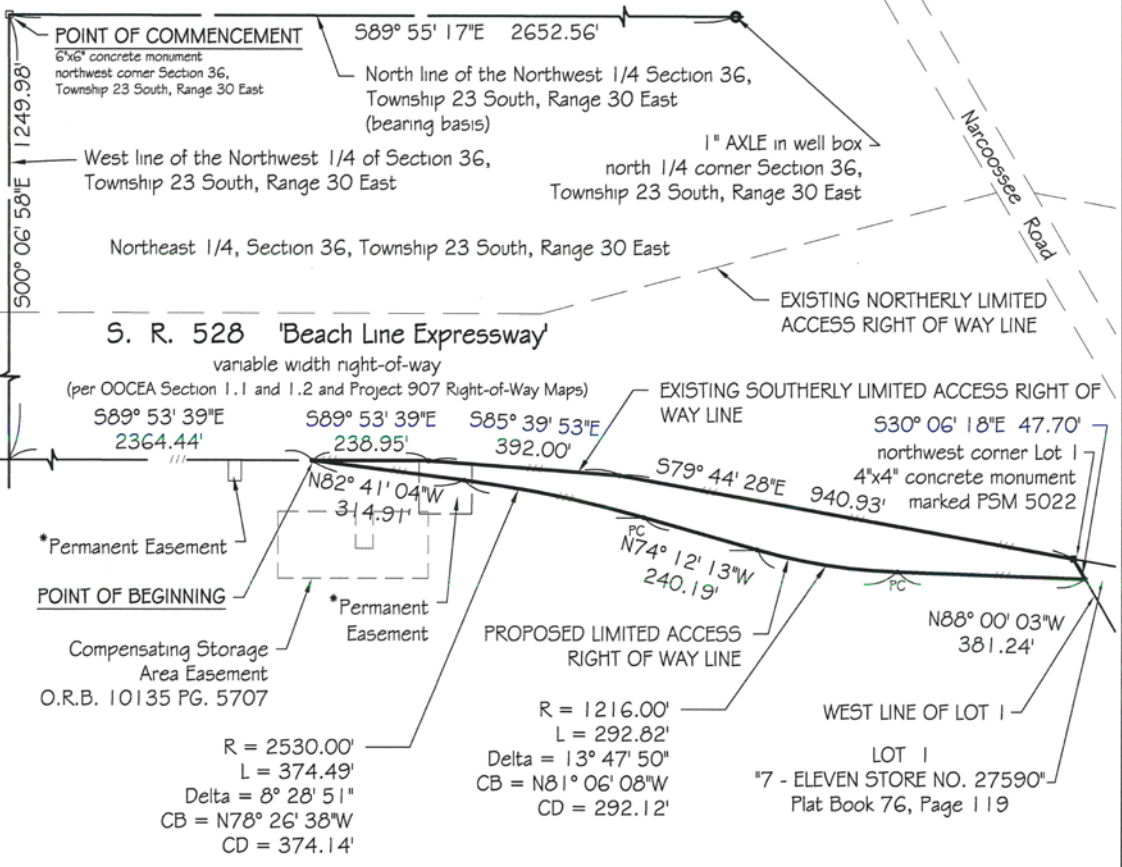
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

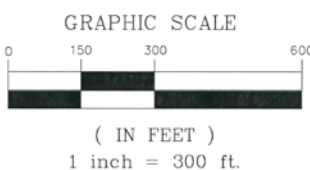
THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 11/24/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY
APPROVED BY: RMJ				DRAWING NAME: CFX et. OOA-12 3-24.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: 100
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE



* as depicted on Orlando-Orange County Expressway Authority SR 528 Right-of-Way Map Project 907



THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 11/24/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY
APPROVED BY: RMJ				DRAWING NAME: C:\x et\G041-12.3-24.dwg	

EXHIBIT "H"
(FORM OF SPECIAL WARRANTY DEED [CARGO ROAD PROPERTY])

Prepared By and Return To:

Christopher J. Wilson, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane
Suite 101
Orlando, Florida 32812

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10) and 12B-4.054(24) F.A.C. and Florida Statute 201.02(6).

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed effective as of the _____ day of _____, 2018, by the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate and agency of the State of Florida, ("CFX"), with a principal address of 4974 ORL Tower Road, Orlando, FL 32807 (hereinafter collectively referred to as "**Grantor**") to **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 ("GOAA"), and **THE CITY OF ORLANDO**, a Florida Municipal Corporation existing under the laws of the State of Florida, with a principal address of 400 South Orange Avenue, Orlando, FL 32801 ("City") (hereinafter referred to as "**Grantees**").

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, transfer, alien, remise, release, convey, and confirm unto Grantees all Grantor's interest in those certain parcels of land situated in the City of Orlando, Orange County, Florida, more particularly described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter referred to as the "**Subject Property**"), together with all rights of ingress, egress, light, air and view to, from and across any State Road 528 road right-of-way which may otherwise accrue to any property adjoining said right-of-way.

Needs to be corrected. Change to "reserving" and release 1/ a separately.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging to or anywise appertaining, and all the estate, right, title, interest, claim.

AND the Grantor does hereby covenant with said Grantees that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land, and will defend the same against lawful claims of all persons whomsoever claiming by or through Grantor.

SUBJECT TO taxes for the current year and subsequent years.

[SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWING]

"CFX"
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, a public Corporation of the
State of Florida

ATTEST:

By: _____
Regla Lamaute, Executive Assistant

By: _____
Laura Kelley, Executive Director

Date: _____, 2018

WITNESSES:

Printed Name: _____

Printed Name: _____

APPROVED AS TO FORM AND LEGALITY
FOR USE AND RELIANCE BY THE CENTRAL
FLORIDA EXPRESSWAY AUTHORITY ONLY.

Counsel.

STATE OF FLORIDA
COUNTY OF ORANGE

ACKNOWLEDGMENT

Personally Appeared before me this ____ day of _____, 2018, the undersigned authority, _____, well known to me and known by me to be the Executive Director of the Central Florida Expressway Authority, and acknowledged before me that he executed the foregoing instrument on behalf of the Central Florida Expressway Authority as its true act and deed, and that he was duly authorized to do so.

Notary Seal

Notary Public

Print Name: _____

Commission Expires: _____

COMPOSITE EXHIBIT "A"

Legal Description of Subject Property (Cargo Road Parcel)

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: C-4 (PARTIAL)
ESTATE: FEE SIMPLE**

A parcel of land lying in Section 34, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at a 90d Nail marking the Northwest Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°08'13" East, along the West line of the Northwest 1/4 of said Section 34, a distance of 2817.96 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 as described in Official Records Book 3313 at Page 1917 of the Public Records of Orange County, Florida and a point on a non-tangent curve concave to the north; thence northeasterly along said existing southerly Limited Access Right-of-Way Line the following four courses and distances: run northeasterly along the arc of said curve having a radius of 420.00 feet, a central angle of 08°49'01", a chord length of 64.57 feet bearing North 68°30'28" East, an arc distance of 64.63 feet; thence run North 63°53'38" East, non-tangent to said curve, a distance of 263.53 feet to point of curvature of a non-tangent curve concave to the southeast; thence run northeasterly along the arc of said curve having a radius of 880.00 feet, a central angle of 19°05'36", a chord length of 291.90 feet bearing North 73°27'27" East, an arc distance of 293.25 feet; thence run North 83°01'47" East, non-tangent to said curve, a distance of 451.28 feet to the POINT OF BEGINNING; thence departing said existing southerly Limited Access Right-of-Way Line, run North 14°23'08" East, a distance of 88.02 feet to the south boundary of a parcel of land identified as pole square "sign number 136 east" as described in Official Records Book 10401 at Page 5069 of said Public Records; thence run South 80°05'11" East, along the said south boundary, a distance of 3.20 feet; thence North 09°54'49" East, along the east boundary of said parcel, a distance of 10.00 feet; thence North 80°05'11" West, along the north boundary of said parcel, a distance of 2.42 feet; thence departing said north boundary, run North 14°23'08" East, a distance of 113.90 feet; thence run North 83°00'42" East, a distance of 36.08 feet to said existing southerly Limited Access Right-of-Way Line; thence run South 06°43'35" West, along said existing southerly Limited Access Right-of-Way Line, a distance of 203.18 feet; thence run South 83°01'47" West, along said existing southerly Limited Access Right-of-Way Line, 65.15 feet to the POINT OF BEGINNING.

Containing 9963 square feet or 0.229 acres, more or less.

Reserving all rights of ingress, egress, light, air and view to, from or across any Central Florida Expressway Authority right-of-way property which may otherwise accrue to any property adjoining said right-of-way. Subject to permanent drainage easement in favor Central Florida Expressway Authority.

Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901) , US Survey Foot, based on the north line of Section 34, Township 23 South, Range 30 East as being North89°50'49"East. The average combined scale factor is 0.9999476.
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
5. This legal description and sketch may have been reduced in size by reproduction.

LEGEND:

- (C) = Calculated
- (D) = Deed
- (M) = Measured
- (P) = Plat
- O.R.B.= Official Records Book
- Pg. = Page
- R = Radius
- L = Length of curve (arc distance)
- C = Chord distance
- Delta = central angle
- CB = Chord Bearing
- ID = Identification
- √/ = Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central Florida Expressway Authority
- R/W = Right-of-Way
- ⊕ = Centerline
- ||— = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- = 1/4 section line

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

DRAFT

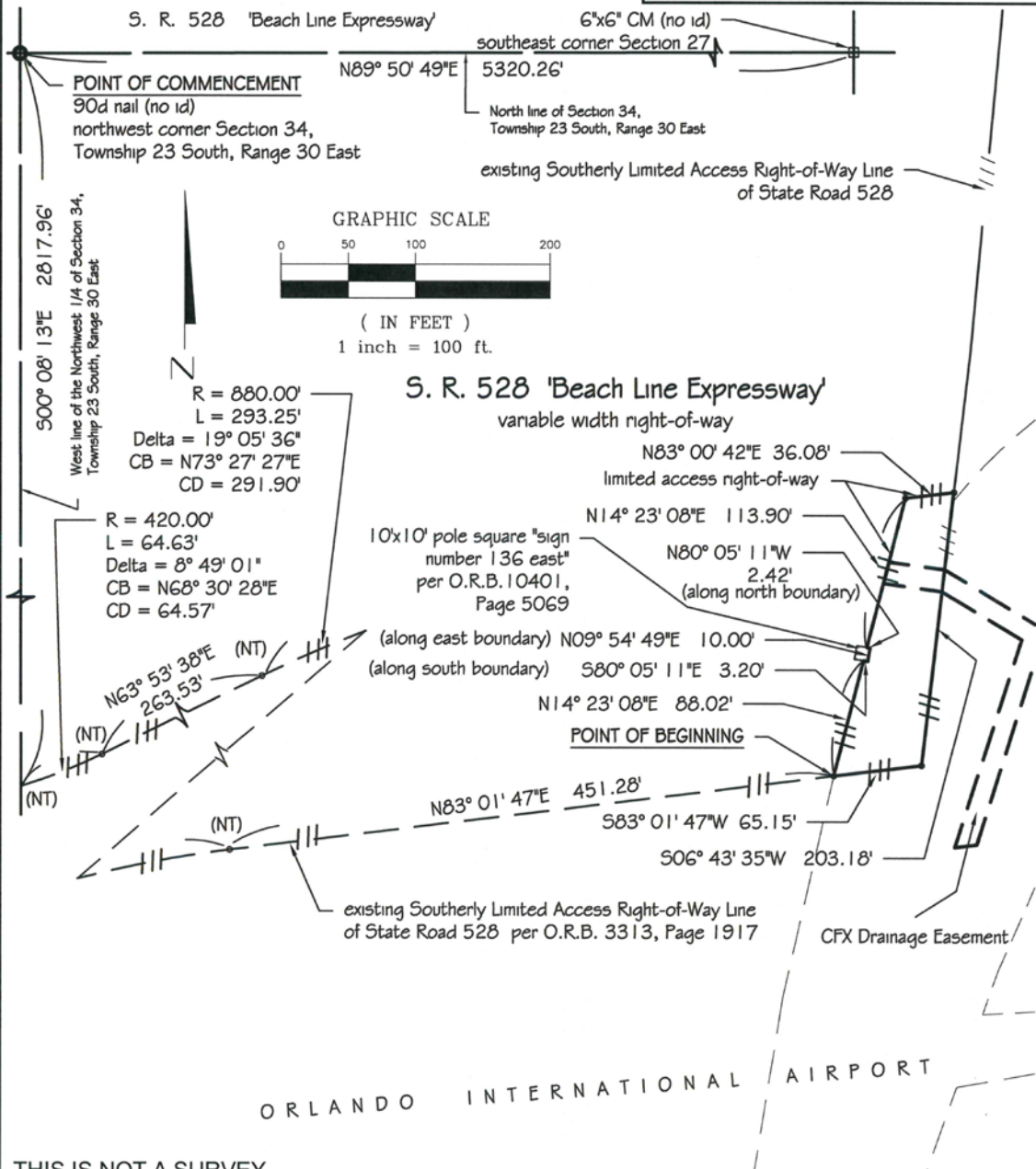
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 09/22/2015	 AMEC Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY
APPROVED BY: RMJ	.			...	...
				DRAWING NAME: CFX at G04A-r5 9-15.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: C-4 (PARTIAL)
ESTATE: FEE SIMPLE



THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2			
DESIGNED BY: HNTB	DATE: 09/22/2015	AMEC Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 203 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS			
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY		
APPROVED BY: RMJ			
				DRAWING NAME: CFX of GDM-r5 9-15.dwg			

**EXHIBIT “I”
(FORM OF DRAINAGE EASEMENT)**

Prepared By and Return To:
Christopher J. Wilson, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, FL 32814-6687

For Recording Purposes Only

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2018, by and between the **CITY OF ORLANDO** (the “City”), a Florida Municipal Corporation existing under the laws of the State of Florida with a principal address of 400 South Orange Avenue, Orlando, FL 32801, the **GREATER ORLANDO AVIATION AUTHORITY**, with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 (“GOAA”), an agency of the City of Orlando, existing as an independent special district under the laws of the State of Florida, to and in favor of the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation of the State of Florida with a principal address of 4974 ORL Tower Road, Orlando, FL 32807 (“CFX”).

WHEREAS, GOAA is a public body corporate and politic duly organized and validly existing under Chapter 98-492, Special Laws of Florida 1998, as amended (the “Act”), as an independent special district and agency of the City; and

WHEREAS, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.097 acres, being more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (“Easement Parcel 801” or “CFX Drainage Easement at OIA #1”); and

WHEREAS, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.035 acres, being more particularly described on **Exhibit “B”** attached hereto and incorporated herein by this reference (“Easement Parcel 802” or “CFX Drainage Easement at OIA #2”); and

WHEREAS, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.118 acres, being more particularly described on **Exhibit “C”** attached hereto and incorporated herein by this reference (“Easement Parcel 803” or “CFX Drainage Easement at OIA #3”); and

WHEREAS, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.42 acres, being more particularly described on **Exhibit**

“D” attached hereto and incorporated herein by this reference (“Easement Parcel 804” or “CFX Drainage Easement at OIA #4”); and

WHEREAS, GOAA occupies, controls and operates the Orlando International Airport (the “Airport”) where Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 (collectively the “Easement Parcels”) are located, pursuant to that certain Amended and Restated Operation and Use Agreement, dated August 31, 2015 (the “Operating Agreement”); and

WHEREAS, All Aboard Florida (the “Rail Company”) is developing an inter-city commercial passenger rail connection between Miami and Orlando with the Orlando terminus located at the Orlando International Airport (the “Rail Project” or “Project”); and

WHEREAS, as a result of the development of the Rail Project, CFX will have to redirect drainage and will require drainage easements from City and GOAA on the Easement Parcels (“Drainage Easements”); and

WHEREAS, City and GOAA desire to grant such the Drainage Easements to CFX in the Easement Parcels, as defined below, under terms and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the sum of One and no/100 Dollars (\$1.00) and other good and valuable considerations and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is thereupon understood and agreed as follows:

1. **Recitals.** That all of the foregoing recitals contained in this Agreement are true and correct and are incorporated herein by this reference.

2. **Grant of Easement.** City and GOAA hereby grant and convey to CFX, for the benefit of CFX, a non-exclusive easement for ingress, egress, access, drainage, use, construction, maintenance, repair and replacement of a drainage ditch, pipe, line and facility (the “Drainage Facilities”) on, over, across, under the Easement Parcels free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances, except such conveyance is subject to the permitted exceptions set forth in **Exhibit “E”** attached hereto and incorporated herein by this reference (the “CFX Permitted Exceptions”). City and GOAA or their successors in interest shall be entitled to use the Easement Parcels for any use not inconsistent with CFX’s use; provided, such use shall not in any manner adversely affect CFX’s use or enjoyment of the Easement Parcels.

3. **CFX’s Covenants.** CFX agrees that all materials to be furnished and work to be performed on the Easement Parcels shall be performed in accordance with all applicable laws, ordinances, and regulations and City and GOAA shall not be responsible to pay for any materials or work to be performed on the Easement Parcels in connection with the Drainage Easements.

4. **Maintenance.** CFX agrees to maintain said Drainage Easements within the Easement Parcels, and to pay all costs and expenses associated with its use of the Drainage Easements. CFX shall have the right to clear and keep clear all trees, undergrowth and other non-

vital obstructions that may interfere with the normal operation or maintenance of the Drainage Facilities, out of and away from the herein granted easement. CFX shall bear all costs and expenses for the continuing maintenance associated with its use of the Drainage Easements. Maintenance shall be accomplished in a manner so as to cause no unreasonable interference with the use of the Airport property. CFX shall be responsible for ensuring that all improvements with the Drainage Easement shall at all times be and remain in compliance with the requirements of any and all applicable governmental authorities. City or GOAA shall have no duty to inspect or maintain the Drainage Facilities, Easement Parcels or improvements. In the event that CFX fails to maintain the Drainage Easement or Easement Parcels in accordance with any and all applicable governmental authorities, City and/or GOAA (as applicable) shall provide written notice of CFX's failure to maintain. If proper maintenance has not been performed by CFX and CFX does not cure within thirty (30) days of the date of its receipt of notice from City or GOAA (as applicable), then City or GOAA may perform or have others perform such maintenance and shall charge the reasonable and necessary cost of such maintenance to CFX. Within thirty (30) days of CFX receipt of written notice from City or GOAA of such charges incurred for the performance of maintenance pursuant to this section, CFX shall reimburse City or GOAA (as applicable) for the cost and expense of such maintenance. CFX shall not be required to reimburse City or GOAA (as applicable) for costs and expenses unrelated to CFX's use of the Drainage Easement.

5. **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, transmitted electronically or 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 as follows:

CFX: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director

Copy to: Joseph L. Passiatore, Esq.
General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

GOAA: GREATER ORLANDO AVIATION AUTHORITY
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Attn: Chief Executive Officer

Copy to: Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101

Orlando, Florida 32814
Attn: Marcos R. Marchena, Esq.

CITY: CITY OF ORLANDO
400 South Orange Avenue
Orlando, Florida 32801
Attn: Chief Administrative Officer

Copy to: City Attorney
Office of Legal Affairs
400 South Orange Avenue
Orlando, Florida 32801
Attn: Roy K. Payne, Esq.

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

6. **Modification.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further Agreement in writing duly executed by the parties hereto and recorded in the Public Records of Orange County, Florida.

7. **Successors and Assigns.** All easements contained herein shall be appurtenant to the lands herein described, and, except as hereinafter set forth, shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of the parties hereto. All obligations of City, GOAA, and CFX hereunder shall be binding upon their respective successors-in-title and assigns; provided the covenants and obligations herein are only personal to and enforceable against the parties or successors-in-title, as the case may be, owning title to the respective properties at the time any liability or claim arising under this Agreement shall have accrued, it being intended that upon the conveyance of title by a party, the party conveying title shall thereupon be released from any liability hereunder as to the property conveyed for any breach of this Agreement or claim arising under this Agreement accruing after the date of such conveyance. The easements set forth in this Agreement shall be perpetual.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

9. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party shall bear their own fees, costs and expenses.

[SIGNATURE PAGES FOLLOWING]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names as of the date first above written.

**“GOAA”
GREATER ORLANDO AVIATION
AUTHORITY**

ATTEST:

Dayci S. Burnette-Snyder,
Assistant Secretary

By: _____
Phillip N. Brown, A.A.E.,
Chief Executive Officer

Date: _____, 2018

WITNESSES:

Print Name: _____

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE CITY
OF ORLANDO, ONLY, THIS ___ DAY OF
_____, 2018.
Marchena and Graham, P.A., General Counsel.

Print Name: _____

By: _____
Marchena and Graham, P.A.

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared Phillip N. Brown, A.A.E., as Chief Executive Officer of the Greater Orlando Aviation Authority, personally known to me to be the individual and officer described in and who executed the foregoing instrument on behalf of said Greater Orlando Aviation Authority, and acknowledged the execution thereof to be his free act and deed as such officer and that he was duly authorized so to do.

In witness whereof, I have hereunto set my hand and official seal at Orlando, in the County of Orange, State of Florida, this _____ day of _____, 2018.

Notary Public
My commission expires: _____

“CITY”
CITY OF ORLANDO, FLORIDA,
a Florida municipal corporation existing under the laws of the State of Florida.

ATTEST:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

[Official Seal]

Date: _____

WITNESSES:

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF ORLANDO, ONLY, THIS ___ DAY OF _____, 2018.

Printed Name: _____

By: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared _____, as _____, of the City of Orlando, personally known to me to be the individual and officer described in and who executed the foregoing instrument on behalf of said City of Orlando, and acknowledged the execution thereof to be his/her free act and deed as such officer and that he/she was duly authorized so to do.

In witness whereof, I have hereunto set my hand and official seal at Orlando, in the County of Orange, State of Florida, this _____ day of _____, 2018.

Notary Public
My commission expires: _____

**“CFX”
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY, a public
Corporation of the State of Florida**

ATTEST:

Regla Lamaute, Executive Assistant

By: _____
Laura Kelley, Executive Director

Date: _____, 2018

WITNESSES:

Print Name: _____

APPROVED AS TO FORM AND LEGALITY
FOR USE AND RELIANCE BY THE CENTRAL
FLORIDA EXPRESSWAY AUTHORITY ONLY.
_____, Counsel.

Print Name: _____

By: _____
Print: _____
Date: _____, 2018

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by _____, as Executive Director of the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation and an agency of the State of Florida, on behalf of the agency. He is personally known to me.

(Signature of Notary Public)

(Printed name of Notary Public)
Notary Public, State of Florida
Commission No. & Expiration _____

EXHIBIT "A"
("Easement Parcel 801")

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #1
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in Section 34, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at a 90d Nail marking the Northwest Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°08'13" East, along the West line of the Northwest 1/4 of said Section 34, a distance of 2817.96 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 as described in Official Records Book 3313 at Page 1917 of the Public Records of Orange County, Florida and a point on a non-tangent curve concave to the north; thence northeasterly along said existing southerly Limited Access Right-of-Way Line the following four courses and distances: run northeasterly along the arc of said curve having a radius of 420.00 feet, a central angle of 08°49'01", a chord length of 64.57 feet bearing North 68°30'28" East, an arc distance of 64.63 feet; thence run North 63°53'38" East, non-tangent to said curve, a distance of 263.53 feet to point of curvature of a non-tangent curve concave to the southeast; thence run northeasterly along the arc of said curve having a radius of 880.00 feet, a central angle of 19°05'36", a chord length of 291.90 feet bearing North 73°27'27" East, an arc distance of 293.25 feet; thence run North 83°01'47" East, non-tangent to said curve, a distance of 451.28 feet; thence run North 14°23'08" East, a distance of 88.02 feet to a parcel of land identified as pole square "sign number 136 east" as described in Official Records Book 10401 at Page 5069 of said Public Records; thence run South 80°05'11" East, a distance of 3.20 feet; thence North 09°54'49" East, a distance of 10.00 feet; thence North 80°05'11" West, a distance of 2.42 feet; thence departing said parcel of land, run North 14°23'08" East, a distance of 48.93 feet to the POINT OF BEGINNING; thence run North 14°23'08" East, a distance of 16.18 feet; thence run South 82°34'56" East, a distance of 41.56 feet; thence run South 59°09'28" East, a distance 86.60 feet; thence run South 17°35'33" West, a distance 166.48 feet; thence run South 82°52'52" West, a distance of 16.56 feet; thence run North 17°55'55" East, a distance of 161.32 feet; thence run North 59°07'59" West, a distance of 68.96 feet; thence run North 82°08'40" West, a distance of 43.72 feet to the POINT OF BEGINNING.

Containing 4240 square feet or 0.097 acres, more or less.

Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901) , US Survey Foot, based on the north line of Section 34, Township 23 South, Range 30 East as being North89°50'49"East. The average combined scale factor is 0.9999476.
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
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- Delta = central angle
- CB = Chord Bearing
- ID = Identification
- ∕ = Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central Florida Expressway Authority
- R/W = Right-of-Way
- ⊙ = Centerline
- ||— = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- — = 1/4 section line

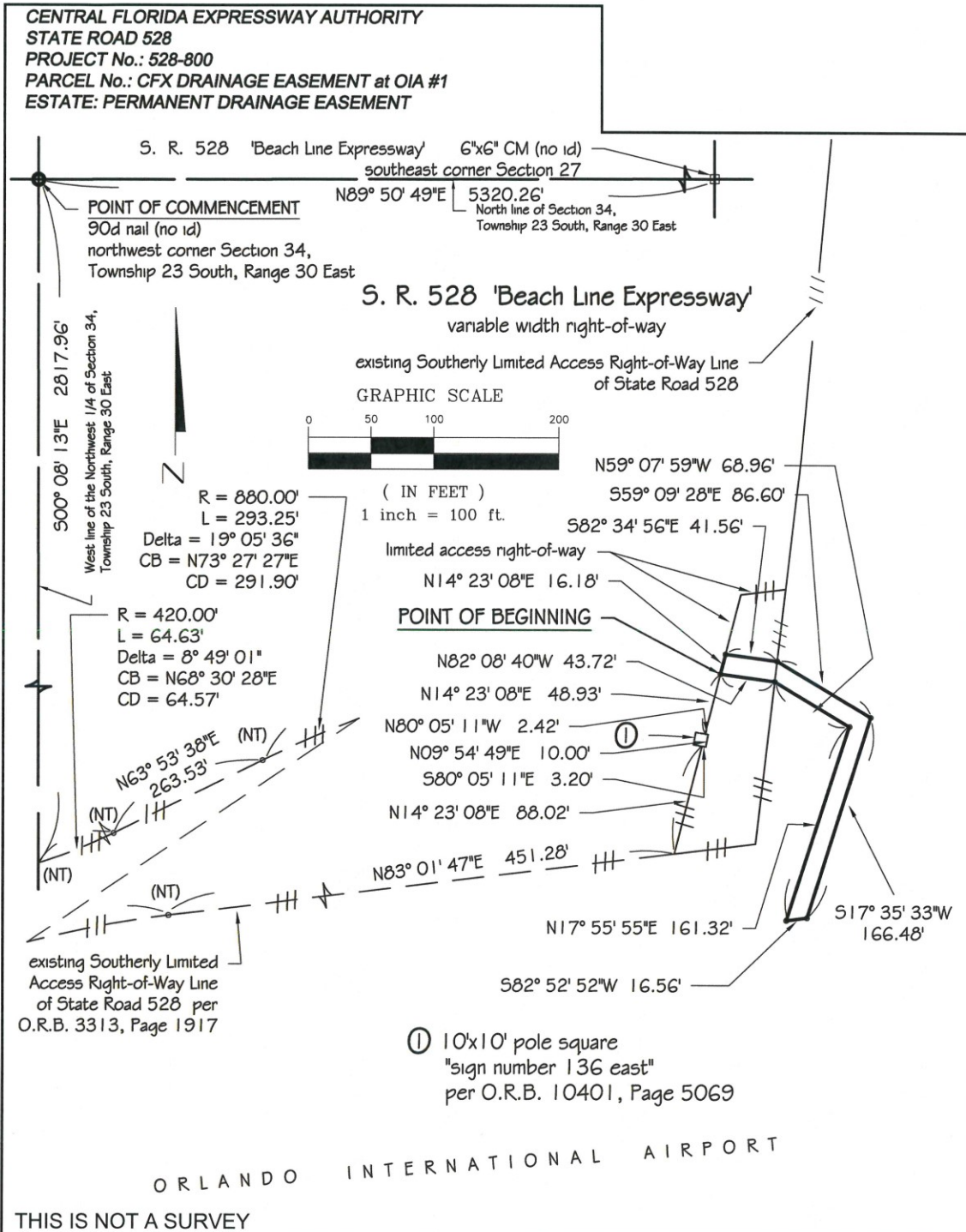
I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

DRAFT

Robert M. Jones, PLS
 Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 09/21/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY
APPROVED BY: RMJ					DRAWING NAME: Drainage Area No.1 in OIA.dwg



FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 09/21/2015	Amec Foster Wheeler Environment & Infrastructure, Inc.		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802	75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		DATE	BY
APPROVED BY: RMJ				...	...
				DRAWING NAME: Drainage Area No.1 in OIA.dwg	

DRAINAGE Easement #1 Closure:

North: 1494537.6305' East: 557623.4426'

Segment #1 : Line

Course: N14° 23' 08.06"E Length: 16.180'

North: 1494553.3032' East: 557627.4624'

Segment #2 : Line

Course: S82° 34' 56.07"E Length: 41.557'

North: 1494547.9381' East: 557668.6716'

Segment #3 : Line

Course: S59° 09' 27.76"E Length: 86.602'

North: 1494503.5393' East: 557743.0265'

Segment #4 : Line

Course: S17° 35' 32.70"W Length: 166.481'

North: 1494344.8445' East: 557692.7087'

Segment #5 : Line

Course: S82° 52' 51.80"W Length: 16.558'

North: 1494342.7924' East: 557676.2783'

Segment #6 : Line

Course: N17° 55' 55.04"E Length: 161.318'

North: 1494496.2741' East: 557725.9461'

Segment #7 : Line

Course: N59° 07' 58.82"W Length: 68.963'

North: 1494531.6553' East: 557666.7510'

Segment #8 : Line

Course: N82° 08' 40.07"W Length: 43.719'

North: 1494537.6306' East: 557623.4422'

Perimeter: 601.379' Area: 4239.64 Sq. Ft.

Error Closure: 0.0003 Course: N69° 37' 47.36"W

Error North: 0.00012 East: -0.00032

Precision 1: 2004593.333

EXHIBIT "B"
("Easement Parcel 802")

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #2
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in the Section 34, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at 6"x6" concrete monument marking the Northeast Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°22'19" East, along the East line of the Northeast 1/4 of said Section 34, a distance of 589.13 feet to the southerly Limited Access Right-of-Way Line of State Road 528; thence run along said southerly Limited Access Right-of-Way Line the following two courses and distances: thence N76°11'34"W, a distance of 507.78 feet; thence N80°13'05"W, a distance of 39.30 feet to the POINT OF BEGINNING; thence departing said southerly Limited Access Right-of-Way line run S 11°28' 31" W, a distance of 66.64 feet; thence run N 78° 18' 15" W, a distance of 23.07 feet; thence run N 11° 28' 54" E, a distance of 65.87 feet to said southerly Limited Access Right-of-Way Line; thence run S 80° 13' 05" E, along said southerly Limited Access Right-of-Way line, a distance of 23.07 feet to the POINT OF BEGINNING.

Containing 1528 square feet or 0.035 acres, more or less.

Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901) , US Survey Foot, based on the north line of Section 34, Township 23 South, Range 30 East as being North89°50'49"East. The average combined scale factor is 0.9999476.
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
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- Delta = central angle
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- ID = Identification
- Y/I = Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central Florida Expressway Authority
- R/W = Right-of-Way
- C = Centerline
- /—/— = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- = 1/4 section line

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

DRAFT

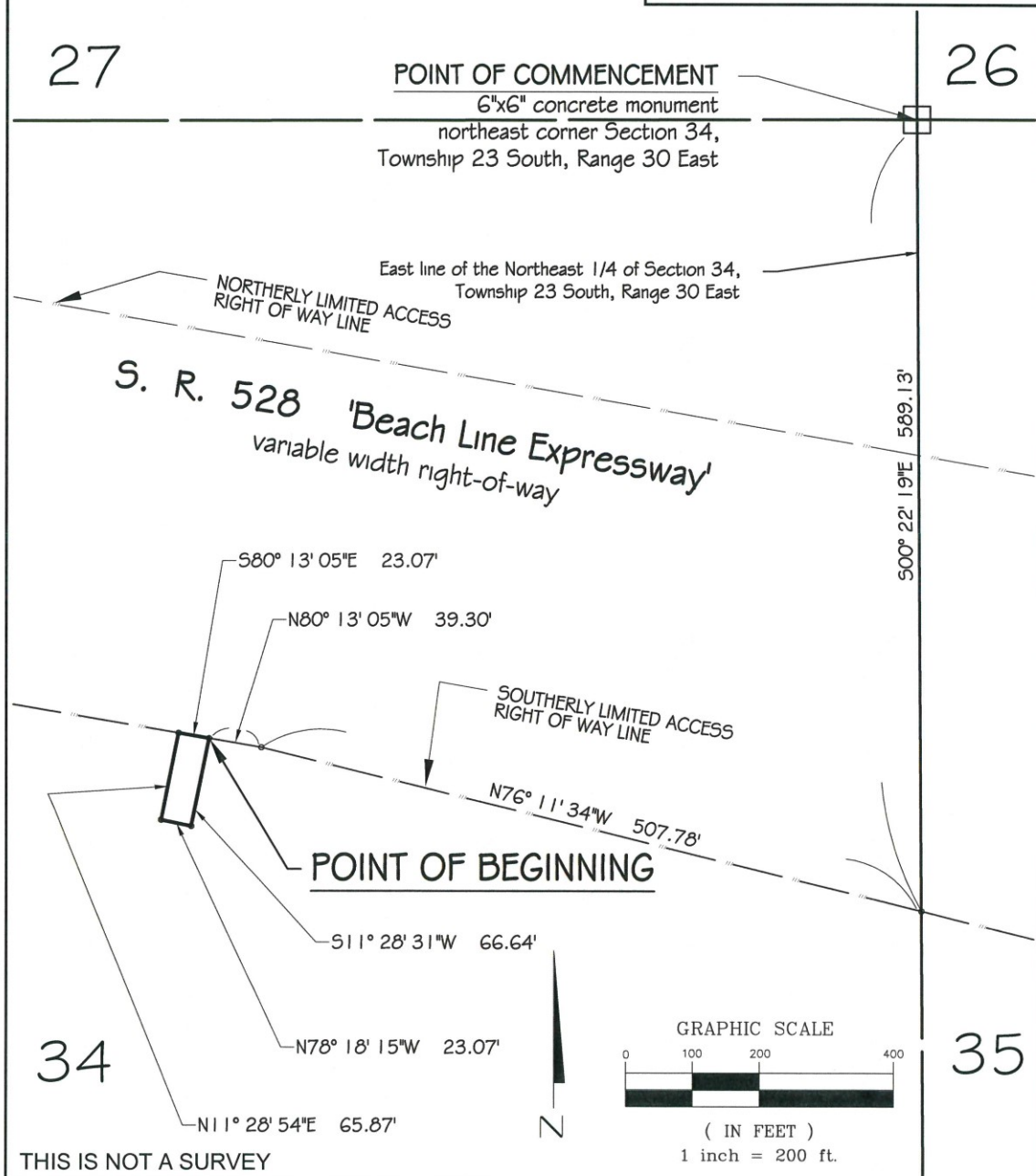
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932	SHEET 1 OF 2
DESIGNED BY: HNTB	DATE: 09/21/2015		REVISIONS
DRAWN BY: PEW	AMEC JOB No.: 6374150802		DATE BY
APPROVED BY: RMJ	.		... ..
			DRAWING NAME: Drainage Area No.2 in OIA.dwg

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-800
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #2
 ESTATE: PERMANENT DRAINAGE EASEMENT



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FOR: ALL ABOARD FLORIDA		 LEGAL DESCRIPTION and SKETCH Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932	SHEET 2 OF 2
DESIGNED BY: HNTB	DATE: 09/21/2015		REVISIONS
DRAWN BY: PEW	AMEC JOB No.: 6374150802		DATE
APPROVED BY: RMJ			BY
			DRAWING NAME: Drainage Area No.2 in OIA.dwg

DRAINAGE EASEMENT #2 Closure:

North: 1496488.6832' East: 561347.7177'

Segment #1 : Line

Course: S11° 28' 30.99"W Length: 66.637'

North: 1496423.3782' East: 561334.4606'

Segment #2 : Line

Course: N78° 18' 15.04"W Length: 23.066'

North: 1496428.0540' East: 561311.8735'

Segment #3 : Line

Course: N11° 28' 53.96"E Length: 65.866'

North: 1496492.6020' East: 561324.9844'

Segment #4 : Line

Course: S80° 13' 04.97"E Length: 23.069'

North: 1496488.6826' East: 561347.7181'

Perimeter: 178.638' Area: 1527.91 Sq. Ft.

Error Closure: 0.0007 Course: S27° 41' 24.54"E

Error North: -0.00061 East: 0.00032

Precision 1: 255197.143

EXHIBIT "C"
("Easement Parcel 803")

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #3
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in the Section 36, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at 6"x6" concrete monument marking the Northeast Corner of Section 35, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°06'56" East, along the East line of the Northeast 1/4 of said Section 35, a distance of 1250.09 feet to the southerly Limited Access Right-of-Way Line of State Road 528; thence run S89°53'39"E, along said southerly Limited Access Right-of-Way Line, a distance of 2583.98 feet to the northwest corner of Permanent Easement Parcel 907-801/ Part C as depicted on Orlando -Orange County Expressway Right-of- Way Map , Project 907; thence run S00° 06' 21" W, departing said southerly Limited Access Right-of-Way Line, along the west line of said Easement, a distance of 108.00 feet to the southwest corner of said Easement and the POINT OF BEGINNING; thence run S89° 53' 39" E , along the south line of said Easement, a distance of 108.27 feet to the southeast corner of said Easement; thence departing said south line, run S00° 17' 29" E, a distance of 47.30 feet; thence run S89° 58' 12 " W, a distance of 108.53 feet; thence run N 00° 01' 41" E, a distance of 47.56 feet to the POINT OF BEGINNING.

Containing 5141 square feet or 0.118 acres, more or less.

Surveyors Notes

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- CB = Chord Bearing
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- √/ = Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central Florida Expressway Authority
- R/W = Right-of-Way
- ☉ = Centerline
- ||— = Limited Access Right-of-way line
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- (NT) = Non Tangent
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- = section line
- — — = 1/4 section line

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

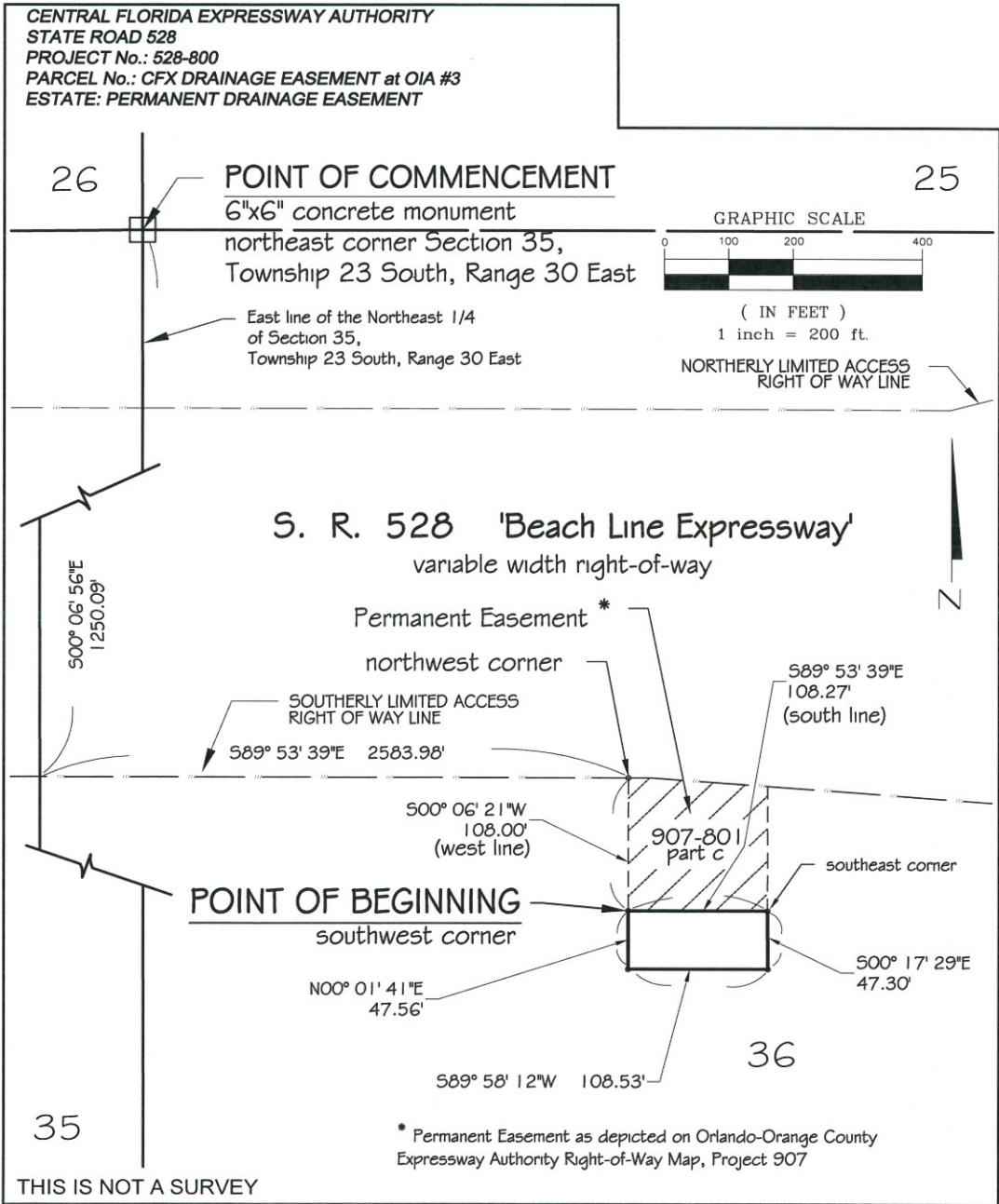
DRAFT

Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

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FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 09/21/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY
APPROVED BY: RMJ			
				DRAWING NAME: Drainage Area No.3 in OIA.dwg	



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FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2			
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DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY		
APPROVED BY: RMJ							
				DRAWING NAME: Drainage Area No.3 in OIA.dwg			

DRAINAGE EASEMENT #3 Closure:

North: 1495618.3839' East: 569752.9976'

Segment #1 : Line

Course: S89° 53' 39.19"E Length: 108.270'

North: 1495618.1840' East: 569861.2675'

Segment #2 : Line

Course: S00° 17' 28.61"E Length: 47.299'

North: 1495570.8856' East: 569861.5079'

Segment #3 : Line

Course: S89° 58' 11.62"W Length: 108.534'

North: 1495570.8286' East: 569752.9739'

Segment #4 : Line

Course: N00° 01' 41.43"E Length: 47.555'

North: 1495618.3836' East: 569752.9973'

Perimeter: 311.658' Area: 5141.13 Sq. Ft.

Error Closure: 0.0005 Course: S46° 14' 51.70"W

Error North: -0.00031 East: -0.00033

Precision 1: 623316.000

EXHIBIT "D"
("Easement Parcel 804")

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #804
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in the Section 35, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at a 6"x6" concrete monument (no identification) marking the Northwest Corner of Section 35, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°22'19" East, along the west line of the Northwest 1/4 of said Section 35, a distance of 589.13 feet to the south Limited Access Right-of-Way Line of State Road 528 per Orlando Orange County Expressway Authority Goldenrod Road Extension Project 903 Right-of-Way Maps; thence run along said south Limited Access Right-of-Way Line the following four (4) courses and distances; thence run South 76°11'34" East, a distance of 368.99 feet; thence run South 75°51'57" East, a distance of 98.35 feet to a point on a non-tangent curve with a radius of 2770.79 feet, concave to the south; thence easterly along said curve to the right through a central angle of 7°40'18", a chord distance of 370.72 feet where the chord bears S71°21'21"E an arc distance of 371.00 feet to the point of intersection with a non-tangent line; thence S66°51'16"E, a distance of 98.35 feet; thence run S66°31'16"E, a distance of 233.65 feet to the POINT OF BEGINNING; thence continue along said south Limited Access Right-of-Way Line the following four (4) courses and distances; thence run S66°31'16"E, a distance of 199.42 feet to a point on a curve with a radius of 2000.00 feet, concave to the north; thence easterly along said curve to the left through a central angle of 10°53'25", a chord distance of 379.57 feet where the chord bears S71°57'58"E an arc distance of 380.14 feet; thence run S77°24'41"E, a distance of 246.47 feet; thence run South 08°35'44" West, a distance of 22.89 feet; thence departing said south Limited Access Right-of-Way Line, run westerly along a curve to the right through a central angle of 8°55'54", a chord distance of 556.26 feet where the chord bears N74°42'26"W an arc distance of 556.83 feet; thence run North 68°44'48" West, a distance of 274.06 feet; thence run North 22°02'13" East, a distance of 29.40 feet to the POINT OF BEGINNING.

Containing 0.42 acres, more or less.

Surveyors Notes

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- ID or id = Identification
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- No. = Number

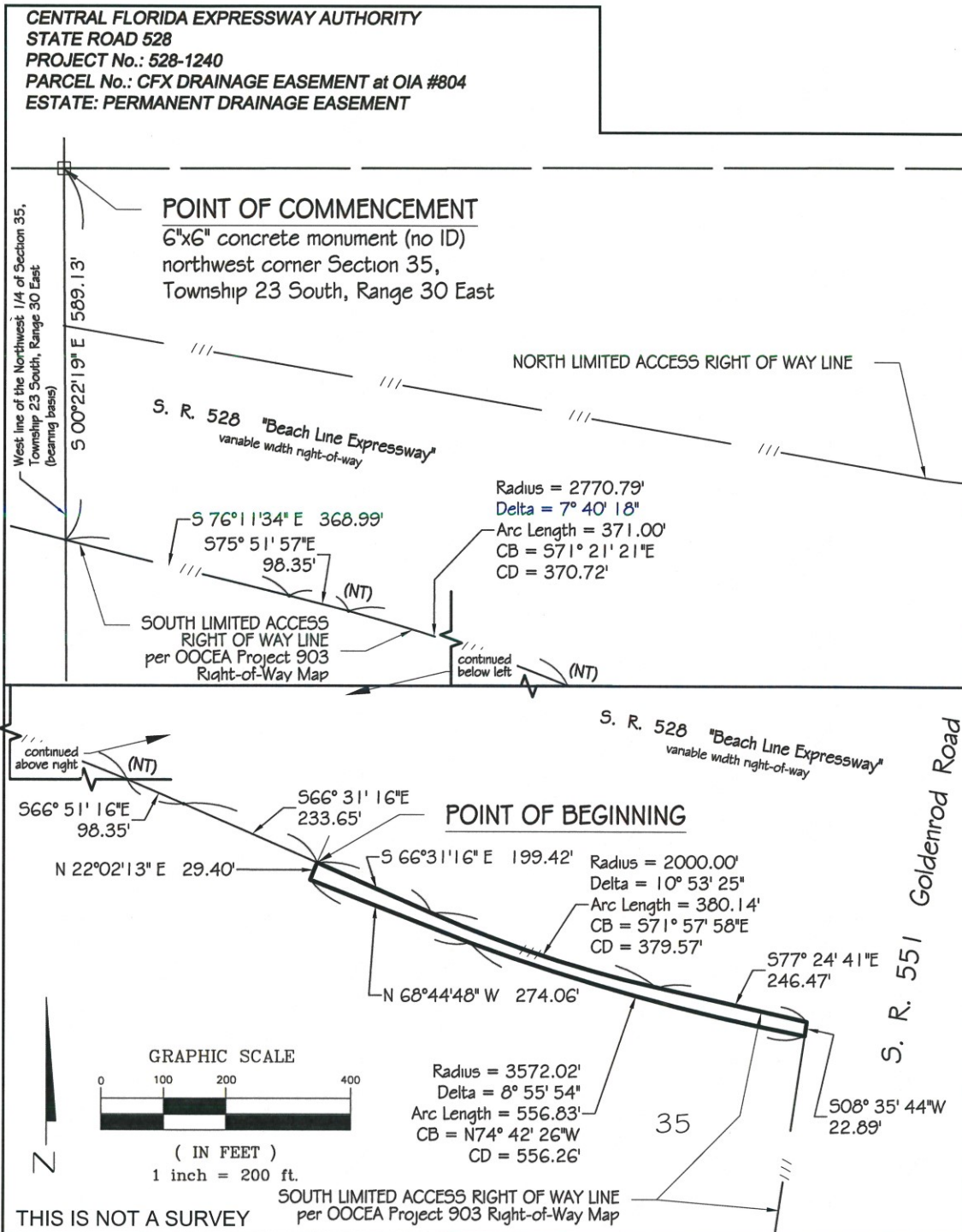
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 Florida Surveyor and Mapper, License No. LS-0004201

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FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 03/18/2016	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY
APPROVED BY: RMJ					
DRAWING NAME: Drainage Area No.4 in OIA.dwg					



FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 03/18/2016	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY
APPROVED BY: RMJ				DRAWING NAME: Drainage Area No.4 in OIA.dwg	

Closure for Drainage Easement 4:

North: 1495998.4786' East: 562989.2665'

Segment #1 : Line

Course: S66° 31' 15.61"E Length: 199.419'

North: 1495919.0275' East: 563172.1748'

Segment #2 : Curve

Length: 380.142' Radius: 2000.000'

Delta: 010° 53' 25" Tangent: 190.646'

Chord: 379.570' Course: S71° 57' 58.11"E

Course In: N23° 28' 44.39"E Course Out: S12° 35' 19.39"W

RP North: 1497753.4399' East: 563969.0006'

End North: 1495801.5207' East: 563533.0979'

Segment #3 : Line

Course: S77° 24' 40.61"E Length: 246.470'

North: 1495747.8023' East: 563773.6427'

Segment #4 : Line

Course: S08° 35' 43.92"W Length: 22.890'

North: 1495725.1694' East: 563770.2216'

Segment #5 : Curve

Length: 556.825' Radius: 3572.024'

Delta: 008° 55' 54" Tangent: 278.978'

Chord: 556.262' Course: N74° 42' 26.11"W

Course In: N10° 49' 37.09"E Course Out: S19° 45' 30.70"W

RP North: 1499233.6075' East: 564441.2037'

End North: 1495871.8840' East: 563233.6564'

Segment #6 : Line

Course: N68° 44' 48.08"W Length: 274.061'

North: 1495971.2289' East: 562978.2351'

Segment #7 : Line

Course: N22° 02' 13.02"E Length: 29.398'

North: 1495998.4791' East: 562989.2654'

Perimeter: 1709.206' Area: 18433.80 Sq. Ft.

Error Closure: 0.0012 Course: N65° 37' 08.45"W

Error North: 0.00048 East: -0.00105

Precision 1: 1423391.667

EXHIBIT “E”
(“CFX Permitted Exceptions”)

1. City and GOAA reserve unto themselves, their successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of, or in the said airspace, for use of said airspace for landing on, or taking off from, or operating on Orlando International Airport.
2. CFX, City and GOAA expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with the FAA Regulations, Part 77.
3. CFX, City and GOAA expressly agree for themselves, their successors and assigns, to prevent any use of the herein described real property which would interfere with the landing or takeoff of aircraft at the Orlando International Airport, or interfere with the air navigation, and or communication facilities serving the Airport, or otherwise constitute an airport hazard.
4. CFX, City and GOAA, and their successors and assigns shall not permit/afford access from the Easement Parcels onto Orlando International Airport Property for aeronautical purposes.
5. City and GOAA shall insure that if the Easement Parcels are used or converted to a municipal use, an amount equal to the fair market value will be deposited into an identifiable interest bearing account prior to conversion of the Easement Parcels to the municipal use. The proceeds should remain in this account until utilized in accordance with the FAA Order 5190.6B, paragraph 22.17.e.

STATE ROAD 528
CFX PROJECT: 528-1240

E **B**
 C **E** **M** **E** **E** **C**

STATE ROAD 528
CFX PROJECT: 528-1240

E **B**
 E **M** **E** **E** **CE**

**RESOLUTION NO. 2015- 346
Surplus Property
(SR 528 – Project 528-1240
Multimodal Corridor)**

**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AUTHORIZING SALE OF FEE PARCEL TO THE
GREATER ORLANDO AVIATION AUTHORITY**

WHEREAS, the Central Florida Expressway Authority, (“CFX”), is empowered by Chapter 348, Part III, Florida Statutes to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the “System”), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, CFX has adopted that certain Policy Regarding the Disposition of Excess Lands, section 5-6.01, *et. seq.* of CFX’s Permanent Policies and Rules (referred to herein as the “Policy”), which Policy provides for identification and disposal of real property not needed to support existing Expressway Facilities (“Excess Property”); and

WHEREAS, pursuant to the Policy, if the CFX Board determines by resolution that the Excess Property is not essential for present or future construction, operation or maintenance of an Expressway Facility or essential for CFX purposes, said Excess Property shall be designated as “Surplus Property”; and

WHEREAS, CFX has determined that the parcel identified in Exhibit “A”, attached hereto, constitute Surplus Property; and

WHEREAS, CFX’s General Consulting Engineer, Atkins North America, Inc., has certified that the parcel will not be needed for the current or future construction, operation or maintenance of the System; and

WHEREAS, CFX’s Right of Way Committee has determined that, the sale of the property to the Greater Orlando Aviation Authority would be in the best interest of CFX; and

WHEREAS, in light of the foregoing circumstances, CFX’s Right of Way Committee has recommended that the CFX Board declare the property as Surplus Property available for sale and further recommend that the Surplus Property be sold to the Greater Orlando Aviation Authority.


NOW, THEREFORE, BE IT RESOLVED:

Section 1. That CFX hereby declares that the property is not essential for the present or future construction, operation or maintenance of an Expressway Facility or essential for CFX purposes.

Section 2. That CFX declares it is in the public interest, under the circumstances, to declare the property as Surplus Property and available for sale to Greater Orlando Aviation Authority, at appraised value.

Resolved this 12th day of November, 2015.

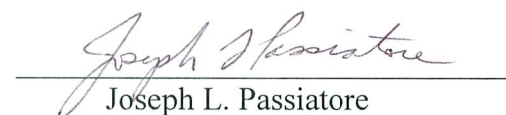
**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**



Welton G. Cadwell
Chairman

Attest: Darleen Mazzillo
Darleen Mazzillo, Executive Assistant

Approved as to form and legality



Joseph L. Passiatore
General Counsel

EXHIBIT "A"
See Attached Depiction
Surplus Property (SR 528 – Multimodal Corridor)

DRAFT



Atkins North America, Inc.
482 South Keller Road
Orlando, Florida 32810-6101
Telephone: +1.407.647.7275
www.atkinsglobal.com/northamerica

November 4, 2015

Joseph A. Berenis, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

**Re: Central Florida Expressway Authority
Disposition of Property
Project 528-800
Parcel 7.1, C-4 (Partial)**


Dear Mr. Berenis:

We have reviewed the limits of the above designated parcel, as depicted on the attached. In our opinion, this property is no longer essential for the operation of the Expressway System and disposition of the subject parcel would not impede or restrict the current or future operation by the Central Florida Expressway Authority (CFX) of the Expressway System.

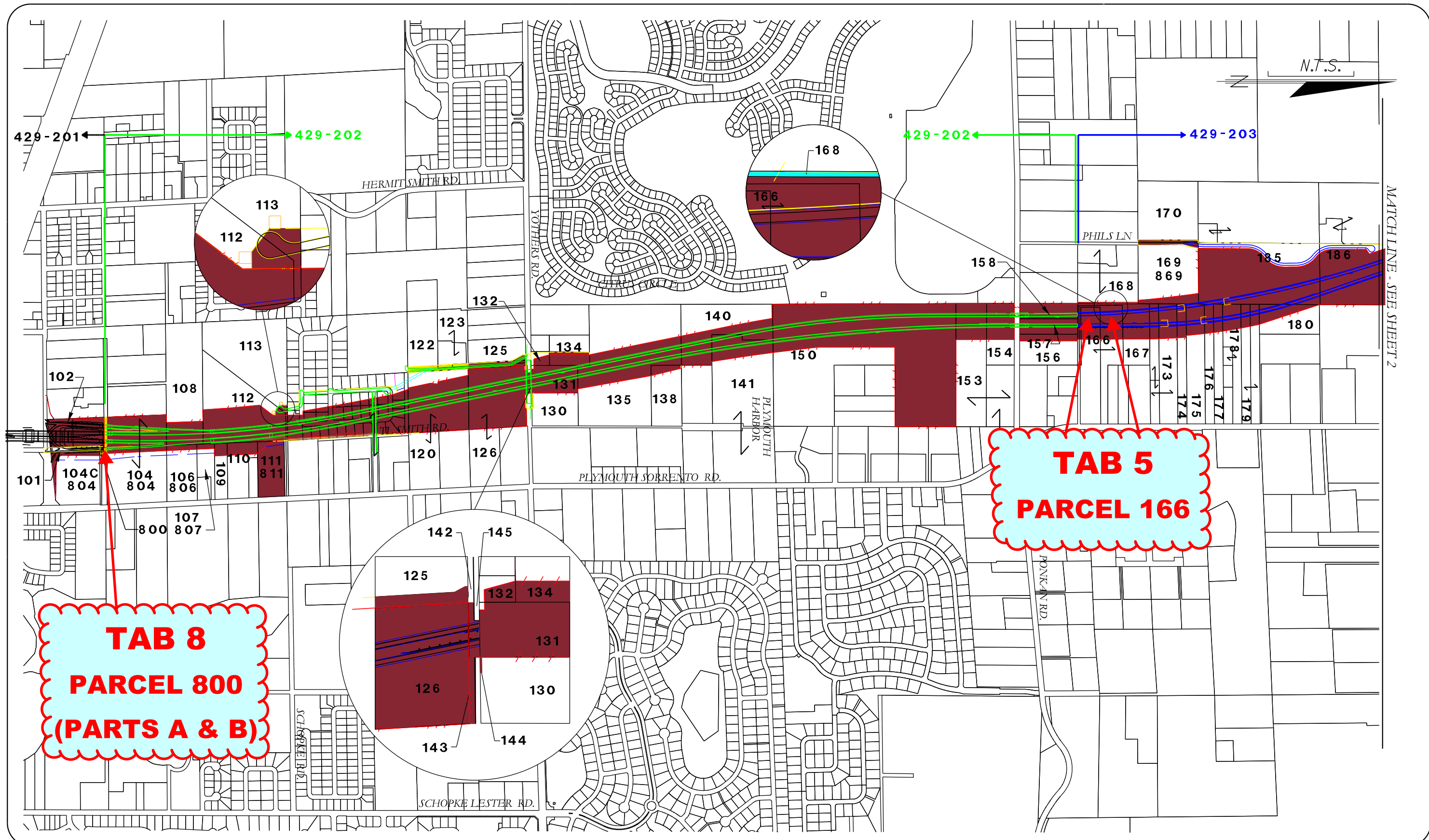
This letter is based on a review of All Aboard Florida's (AAF) Section PE01 plans dated February 6, 2015 and related follow-up submittals, which confirmed AAF's proposed installation of required drainage infrastructure.

This letter pertains only to the parcel designated above and is not to be construed as acceptance of the AAF plans for the entire project.

Sincerely,


Nathan P. Silva, P.E.
GEC Program Manager

Attachment



**TAB 8
PARCEL 800
(PARTS A & B)**

**TAB 5
PARCEL 166**

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

WEKIVA PARKWAY

Legend
■ ACQUIRED/COMPLETE
■ ACQUIRED/PENDING LITIGATION
■ ACQUIRED/PENDING FEES & COSTS

RIGHT-OF-WAY EXHIBIT
February 28, 2018
SUBJECT TO CHANGE

1
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W:\50088189\Right-of-way\Wekiva Parkway\RW Exhibits\Wekiva\exhibit02-b.dgn

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

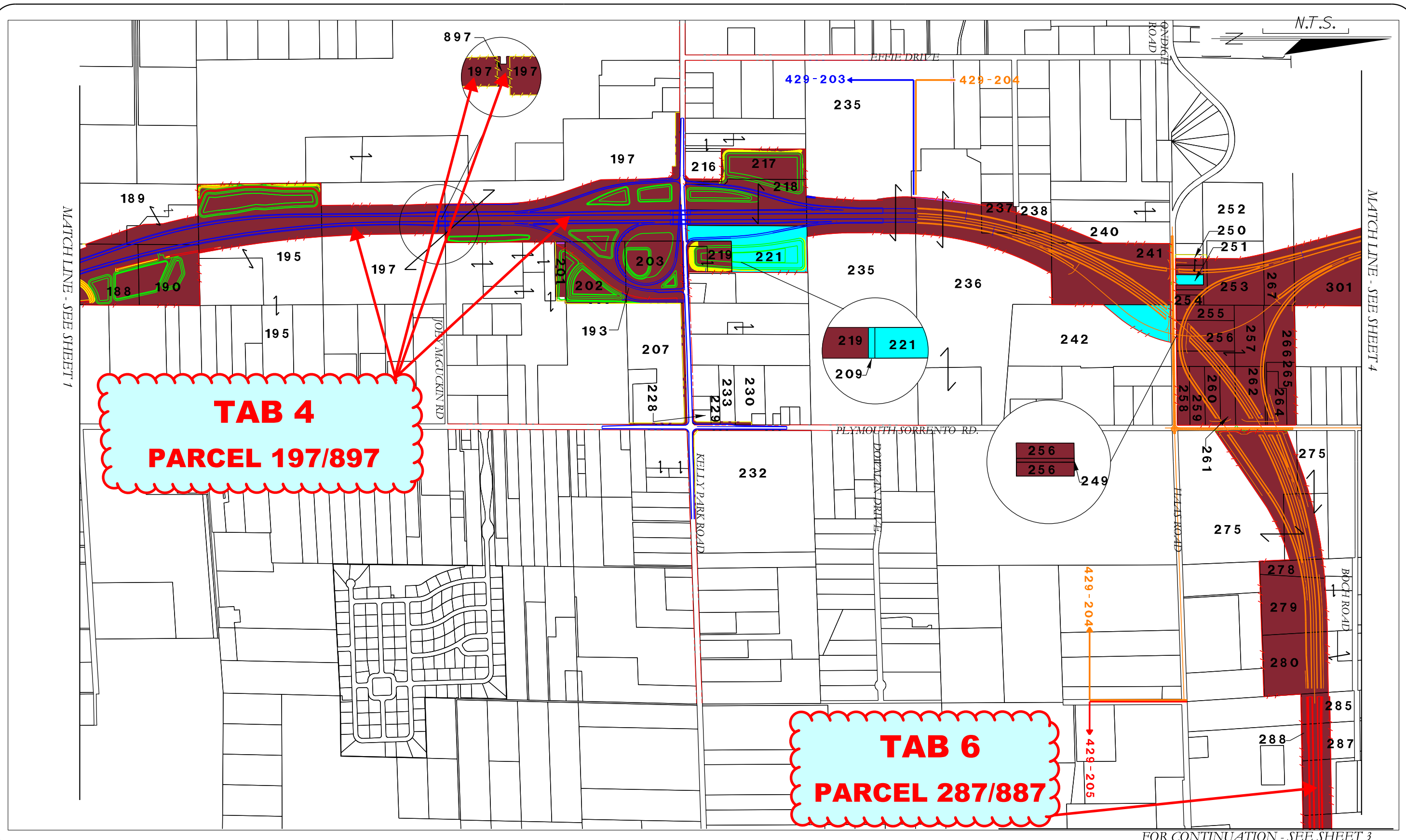
WEKIVA PARKWAY

Legend

- ACQUIRED/COMPLETE
- ACQUIRED/PENDING LITIGATION
- ACQUIRED/PENDING FEES & COSTS

RIGHT-OF-WAY EXHIBIT

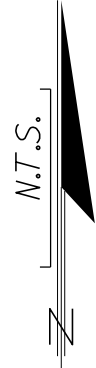
February 28, 2018
SUBJECT TO CHANGE



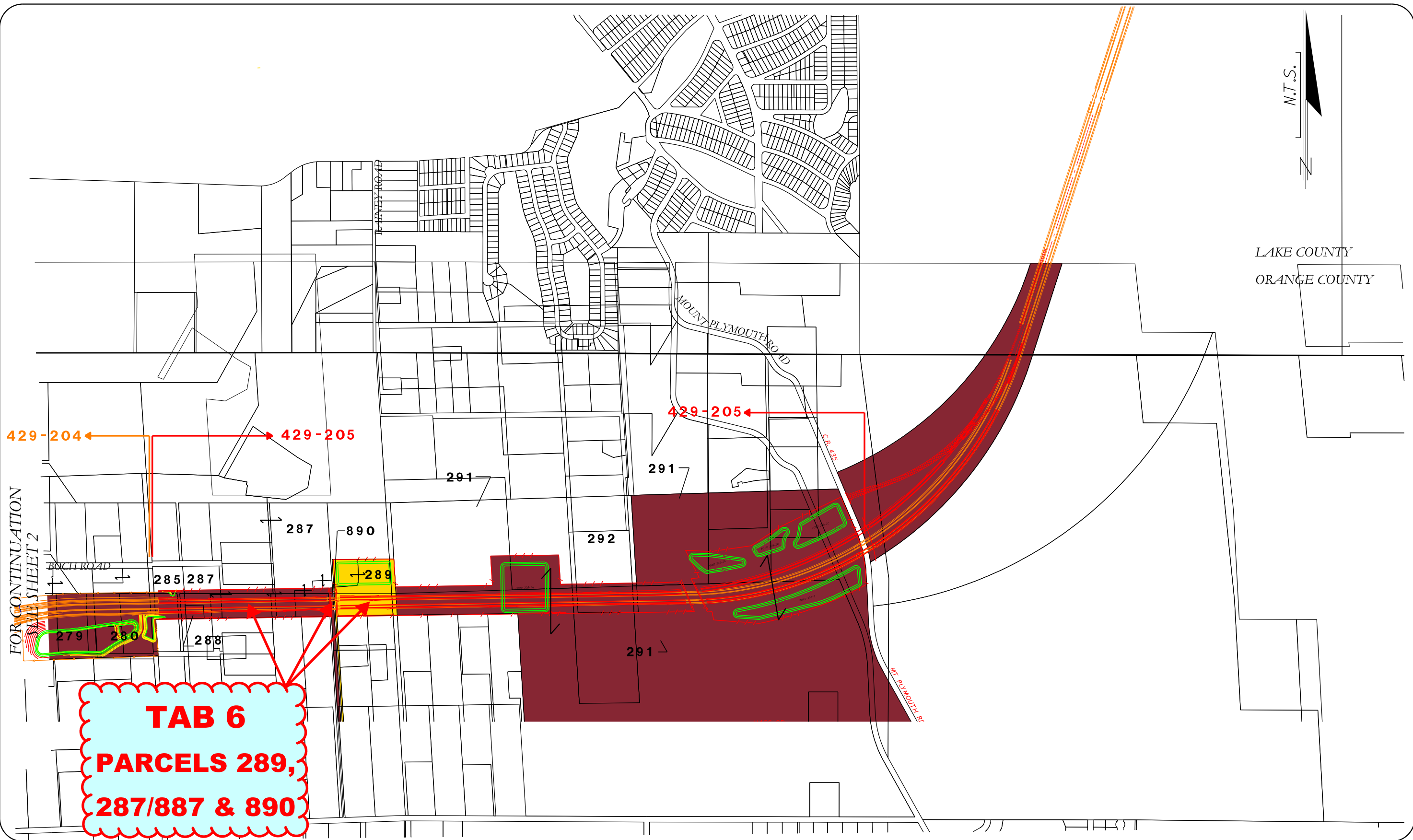
TAB 4
PARCEL 197/897

TAB 6
PARCEL 287/887

FOR CONTINUATION - SEE SHEET 3



LAKE COUNTY
ORANGE COUNTY



FOR CONTINUATION
SEE SHEET 2

TAB 6
PARCELS 289,
287/887 & 890

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

WEKIVA PARKWAY

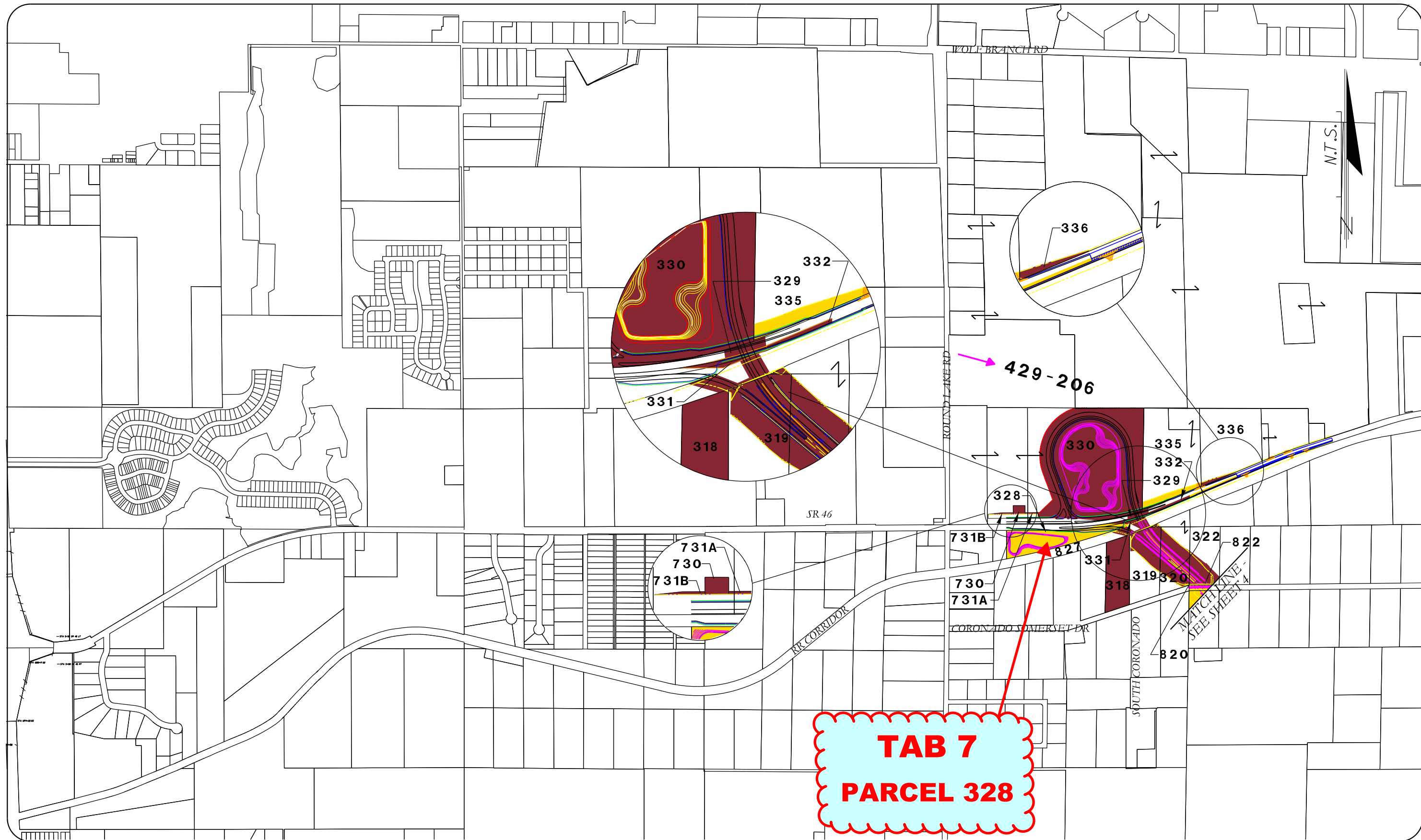
Legend

	ACQUIRED/COMPLETE
	ACQUIRED/PENDING LITIGATION
	ACQUIRED/PENDING FEES & COSTS

RIGHT-OF-WAY EXHIBIT
February 28, 2018
SUBJECT TO CHANGE

Legend

- ACQUIRED/COMPLETE
- ACQUIRED/PENDING LITIGATION
- ACQUIRED/PENDING FEES & COSTS



CFX Project Section Map

