

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY COMMITTEE

August 28, 2019

2:00 p.m.

Meeting location: Central Florida Expressway Authority Board Room
4974 ORL Tower Road, Orlando, FL 32807

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 May 22, 2019 minutes.
Action Item.

4. S.R. 528-436, PROJECT 528-143

AGREEMENT TO RELOCATE POLE SQUARES FOR SIGNAGE ALONG S.R. 436 (JEFF FUQUA BLVD.) BETWEEN GREATER ORLANDO AVIATION AUTHORITY ("GOAA"), CITY OF ORLANDO ("CITY"), AND CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX")

Requesting the Committee's recommendation for Board Approval of an Agreement to relocate Pole Squares for Signage along S.R. 436 between GOAA, City and CFX.

– Linda S. Brehmer Lanosa, CFX

Action Item.

5. S.R. 528

REQUEST FOR A LIGHT LANE EASEMENT WITHIN S.R. 528 FROM THE GREATER ORLANDO AVIATION AUTHORITY ("GOAA") AND THE CITY OF ORLANDO ("CITY") FOR THE APPROACH LIGHTING

Requesting the Committee's recommendation for Board Approval of a directive to staff to proceed with the review and analysis of the request from GOAA and the City for an easement for its approach lighting equipment.

– Scott A. Glass, *Shutts & Bowen*

– Linda S. Brehmer Lanosa, CFX

Action Item.

AGENDA

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RIGHT OF WAY COMMITTEE

August 28, 2019

2:00 p.m.

Meeting location: Central Florida Expressway Authority Board Room
4974 ORL Tower Road, Orlando, FL 32807

6. OTHER BUSINESS

7. 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 ext. 5316 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
May 22, 2019

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

Committee Members Present:

Jean Jreij, Seminole County, Committee Chairman
Laurie Botts, City of Orlando Representative
Bob Babcock, Orange County Alternative Representative
Todd Hudson, Osceola County Representative
Brian Sheahan, Lake County Representative
John Denninghoff, Brevard County Representative
Christopher Murvin, Citizen 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 2:00 p.m. by Chairman Jreij.

Item 2: PUBLIC COMMENT

Chairman Jerji next recognized Mr. Joseph Byrd, City Attorney, and Ms. Pam Richmond from City of Apopka. Mr. Joseph Byrd and Ms. Pam Richmond submitted public comment cards on items 4 and 5. Public comment was delayed and addressed during items 4 and 5.

Item 3: APPROVAL OF MINUTES

A motion was made by Mr. Babcock and seconded by Mr. Hudson to approve the May 22, 2019 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 PROJECTS 429-202 AND 429-203
RIGHT-OF-WAY TRANSFER OF PORTIONS OF KELLY PARK ROAD, YOTHERS ROAD AND
JOSHUA RIDGE LANE WITH THE CITY OF APOPKA

Ms. Brehmer Lanosa is requesting **the Committee's recommendation for Board** approval of a Right of Way Transfer and Continuing Maintenance Agreement **between CFX and the City of Apopka ("the City")**. Per the agreement, CFX will transfer portions of Kelly Park Road, Yothers Road, and Joshua Ridge Lane to the City, subject to an easement for Expressway Facilities over Kelly Park Road. In return, other portions of Yothers Road will be transferred to CFX.

The City would assume responsibility both now and in the future for maintenance and liability for Kelly Park Road, two Ponds, Yothers Road and Joshua Ridge Lane. The conveyance will be by Quit Claim Deeds for **an "as is"** conveyance. CFX will reserve limited access rights. The Deeds will include a reverter clause in case the property is not used for public right of way purposes. CFX will receive an easement for the CFX bridge over Kelley Park Road.

Mr. Byrd, City Attorney, has reviewed the Agreement and has no objection. Mr. Bass, City Administrator, and Ms. Richmond, City Planner, were present.

Discussion ensued.

A motion was made by Mr. Hudson and seconded by Mr. Babcock to recommend to the Board approval of a Right-of-Way Transfer and Continuing Maintenance Agreement between CFX and City of Apopka in a form substantially similar to the Agreement in the back-up, subject to confirmation of **the legal description, deeds, maintenance functions, and maintenance responsibilities by CFX's** General Engineering Consultant and General Counsel or designee.

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

Items 5: S.R. 429, WEKIVA PARKWAY PROJECTS 429-201 AND 429-202
**CITY OF APOPKA'S REQUEST FOR ROAD RIGHT-OF-WAY AND PROPERTY NEEDED TO
IMPLEMENT ITS WESTERN GATEWAY TRANSPORTATION MASTER PLAN IMPROVEMENT**

The City of Apopka ("**the City**") has made an application to CFX to purchase two pieces of property. One parcel is just north of Connector Road and the other parcel is CFX's 1/8th fractional interest in Southfork Drive. The City has a Transportation Master Plan that needs the first parcel for **the City's** transportation network. The City stated that the parcel was essential to its network.

As consideration, the City will accept the future and ongoing maintenance responsibilities for Connector Road **and Southfork Drive via CFX's standard jurisdictional transfer and maintenance** agreement. The City will pay

fair market value for both parcels and, as further consideration, the City will agree to only use the property for public right-of-way purposes subject to a reverter clause.

Ms. Brehmer Lanosa is requesting direction from the Committee to proceed with the review and analysis **of Apopka's request.**

Mr. Sheahan asked if this would come back to the ROW Committee for final approval and Ms. Brehmer Lanosa answered in the affirmative.

Ms. Botts asked if the City would do the appraisal report. Ms. Lanosa stated that the City would pay for the appraisal report **and the appraiser would work for CFX, which is CFX's standard process.**

Ms. Botts noted that the property had an irregular shape and asked for information about the use of the property. Ms. Lanosa deferred to Ms. Richmond. Ms. Richmond advised that the parcel is needed primarily for the connection between Connector Road and Fudge Road. The City would like to use the property for a gateway feature, such as a water feature, or stormwater ponds. The property will always be in the possession of the City and it will not be used for development in the area.

Ms. Botts recommended that the restrictive covenant not be too restrictive.

A motion was made by Mr. Sheahan and seconded by Ms. Botts to recommend to the Board approval **of a directive to staff to proceed with the review and analysis of Apopka's request to purchase property adjacent to Connector Road and CFX's fractional interest in Southfork Drive to be used for public road right-of-way purposes, and the preparation of CFX's standard real estate agreement to sell surplus property, resolutions, jurisdictional transfer and ongoing maintenance agreement as to Connector Road, and other documents.**

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

Items 6: S.R. 429, WEKIVA PARKWAY PROJECT 429-202, PARCEL 800 (PARTS A AND B)
FRACTIONAL OWNER: ITAY S. GUY

Ms. Brehmer Lanosa is **seeking the Committee's recommendation for Board approval of an all-inclusive settlement with Itay S. Guy ("Owner" or "Mr. Guy").**

Ms. Brehmer Lanosa provided a brief history of the parcel. The Wekiva Parkway also known as S.R. 429 goes over Southfork Drive and required a bridge easement and a utility easement referred to as Parcel 800, Part A and B, consisting of 0.400 acres and 0.081 acres, respectively.

Southfork Drive is a platted right of way. Mr. Guy owns a 1/8 fractional interest in Southfork Drive as a tenant in common. Mr. Guy also owns 4.43-acre residential lot on Southfork Drive improved with a home, a two-car garage, a utility building, and a nine-stall barn.

CFX appraised its easements at \$13,200. **Mr. Guy's 1/8 interest has a value of \$1,650.**

In contrast, Ms. Zeigler, the **Owner's attorney, who is present here today, claimed severance damages in the amount of twenty percent (20%) based upon the argument that the parent tract should be expanded to include Mr. Guy's home on Southfork Drive ("Residential Lot"). Mr. Guy's Residential Lot as improved was valued at \$620,000, resulting in severance damages of \$120,000. In addition, Ms. Ziegler retained experts to prepare an appraisal report and to do engineering studies, incurring expert fees in the amount of \$21,019. Statutory attorney's fees based upon the Owner's theory of the case is \$39,000. The total initial demand from Mr. Guy was \$180,872.**

CFX filed a motion for summary judgment and argued that the Owner's definition of the parent tract was incorrect and did not satisfy the unity of ownership test. The trial court agreed and entered an Order Granting CFX's Motion for Summary Judgment. The Owner's attorney indicated that she would move forward with a motion for rehearing and then appeal.

After lengthy discussions, the parties reached a proposed all-inclusive settlement for the sum of Twenty-Eight Thousand Two Hundred Dollars (\$28,200), including statutory interest and all claims related to real estate and **business damages, severance damages, tort damages, attorney's fees and litigation costs, expert witness fees, costs, apportionment claims, or other supplemental proceedings.** In addition, the Owner agreed to assign to CFX any claim he may have to the previously deposited good faith estimate of value and agreed to waive any apportionment claim that he may have or will have. The Owner also agreed to be fully responsible for any apportionment claim from his ex-wife. Last, the Owner agreed to release all claims against CFX arising from the taking of Parcel 800 (Parts A and B), or any other claims related to or arising from the construction of State Road 429 Project or the Wekiva Parkway Project.

Discussion ensued.

A motion was made by Mr. Sheahan and seconded by Mr. Hudson to recommend to the Board to approve an all-inclusive settlement with Itay S. Guy in the amount of Twenty-Eight Thousand Two Dollars (28,200), as more particularly described in the Settlement Agreement.

Item 7: OTHER BUSINESS

Mr. Jreij advised the Committee that next Right of Way Committee Meeting would be Wednesday, June 26, 2019.

Item 8: ADJOURNMENT

Chairman Jreij adjourned the meeting at approximately 2:20 p.m.


Minutes approved on _____.

Pursuant to the Florida Public Records Law and Central Florida Expressway Authority Records and Information Management Program Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Custodian of Public Records at (407) 690-5326, publicrecords@CFXWay.com or 4974 ORL Tower Road, Orlando, Florida 32807.

DRAFT

MEMORANDUM

TO: Right of Way Committee Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: August 8, 2019

RE: Agreement to Relocate Pole Squares for Signage along S.R. 436 (Jeff Fuqua Blvd.) between Greater Orlando Aviation Authority (“GOAA”), City of Orlando (“City”), and Central Florida Expressway Authority (“CFX”), Project 528-143

BACKGROUND

CFX intends to improve the interchange of S.R. 528 and S.R. 436, necessitating the relocation of ramps and associated signage to and from the Orlando International Airport, as part of CFX Project 528-143 (the “Project”). Three (3) signs will be impacted by the Project. The three signs are owned by City and GOAA and are located on six 10’ by 10’ squares of property (referred to as “Pole Squares”), which are also owned by City and GOAA subject to a right of reverter in favor of CFX. Two (2) of the Pole Squares and associated signage will be removed to accommodate the Project and four (4) Pole Squares and associated signage will be removed and relocated or replaced by CFX into easement areas within CFX’s existing right-of-way as shown in **Exhibit “A”** attached hereto.

CFX, City, and GOAA desire to enter into an agreement to set forth the terms and conditions for the removal and conveyance of the existing Pole Squares to CFX from GOAA and City in exchange for an easement for the relocated Pole Squares from CFX (“Easement”), and for the removal and reversion of the abandoned Pole Squares to CFX by GOAA and City, all to accommodate CFX’s improvements to interchange of S.R. 528 and S.R. 436.

There are several conditions precedent to closing, including finalization and approval of the legal descriptions for the easement areas, a certificate from CFX’s General Engineering Consultant, and a certificate from CFX’s bond counsel.

REQUEST

We request the Committee’s recommendation for Board approval of the attached Agreement to Relocate Pole Squares for Signage along S.R. 436 between Greater Orlando Aviation Authority, City of Orlando, and Central Florida Expressway Authority, subject to minor revisions with the approval of CFX’s Executive Director and General Counsel, or their designees, and CFX’s General Engineering Consultant and bond counsel.

Project 528-143
August 8, 2019
Page 2 of 3

Attachments:

- 1) Proposed Agreement to Relocate Pole Squares for Signage along S.R. 436

**AGREEMENT TO RELOCATE POLE SQUARES
FOR SIGNAGE ALONG S.R. 436 (JEFF FUQUA BLVD.)**

THIS AGREEMENT TO RELOCATE POLE SQUARES FOR SIGNAGE ALONG S.R. 436 (JEFF FUQUA BLVD.) (the “Agreement”), effective as of the last date of execution (the “Effective Date”), is entered into by and among **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, **CITY OF ORLANDO** (“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 **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, an agency of the state, hereinafter called “CFX,” with a principal address of 4974 ORL Tower Road, Orlando, FL 32807. GOAA, City, and CFX are sometimes collectively referred to as the “Parties” or individually referred to as a “Party.”

RECITALS

WHEREAS, 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;

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;

WHEREAS, City is fee owner of the Orlando International Airport property (“Airport”);

WHEREAS, GOAA occupies, controls, and operates the Airport, 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;

WHEREAS, CFX intends to improve the interchange of S.R. 528 and S.R. 436, necessitating the relocation of ramps and associated signage to the Orlando International Airport, as part of CFX Project 528-143 (the “Project”);

WHEREAS, City and GOAA previously acquired eighteen (18) 10’ by 10’ pole squares from CFX by Special Warranty Deed, recorded at Doc. # 20120347465 (O.R. Book 10401, Page 5069), for signage along S.R. 436 a/k/a Jeff Fuqua Boulevard (“the Signs”), subject to a right of

reverter in favor of CFX;

WHEREAS, six (6) of the eighteen (18) pole squares owned by GOAA and City must be removed to accommodate the Project, of which four (4) of the six (6) pole squares and associated signage (“Existing Pole Squares”) will be removed and replaced by CFX with four (4) pole squares and similarly sized signage and relocated into an easement area within CFX’s existing right-of-way (“Relocated Pole Squares”) as shown in **Exhibit “A”** attached hereto and incorporated herein by this reference;

WHEREAS, the four (4) Existing Pole Squares are the pole squares identified on **Exhibit “A”** as Sign Numbers 40A East, 40A West, and two without sign numbers and the Relocated Pole Squares are identified as Sign Numbers 40A East R19, 40A West R19, 20 East R19, and 20 West R19;

WHEREAS, the Parties agree that the remaining two (2) pole squares identified as Sign Numbers 730 East and 730 West, as shown in **Exhibit “A,”** along with the corresponding sign are no longer needed and, as such, will be abandoned by GOAA and City and will revert back to CFX (“Abandoned Pole Squares”);

WHEREAS, the Parties hereto desire to enter into this Agreement to set forth the terms and conditions for the removal and conveyance of the Existing Pole Squares to CFX from GOAA and City in exchange for an Easement for the Relocated Pole Squares from CFX (“Easement”), and for the removal and reversion of the Abandoned Pole Squares to CFX by GOAA and City, all to accommodate CFX’s improvements to interchange of S.R. 528 and S.R. 436; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties hereto hereby agree as follows:

1. Recitals. The above recitations are true and correct and are incorporated herein as fully as if set forth hereafter.
2. Exchange of Pole Squares. Subject to the terms and conditions contained herein, CFX agrees to convey an Easement for the Relocated Pole Squares to City and GOAA; and City and GOAA agree to convey the Existing Pole Squares to CFX and to execute a Notice of Reverter pertaining to the Abandoned Pole Squares. The Existing Pole Squares, the Relocated Pole Squares, and the Abandoned Pole Squares are hereinafter collectively referred to as the “Pole Squares”.
3. Property Exchange/Abandonment. The Parties agree that the Easement for the Relocated Pole Squares is substantially similar in value to the fee interest in the Existing Pole Squares, and that GOAA and City are abandoning the Abandoned Pole Squares, which shall revert

back to CFX pursuant to its right of reverter under the Special Warranty Deed (O.R. Book 10401, Page 5069). As additional consideration, CFX shall relocate or replace the existing structures and signage. The Parties also acknowledge that the value in question is de minimis and the cost to obtain and review an appraisal likely exceeds the value of the Pole Squares.

4. Signed and Sealed Legal Descriptions. CFX shall provide to City and GOAA final legal descriptions and sketches for the Easement for the Relocated Pole Squares no later than sixty (60) of the Effective Date, which time frame may be extended upon mutual agreement by the Parties hereto. The Easement for the Relocated Pole Squares shall collectively encumber the same square footage of property as the Existing Pole Squares. GOAA and City shall have fifteen (15) days after receipt to review the final legal descriptions and provide written notice of its comments, objections, or approval to CFX. Once the final legal descriptions are approved, the legal descriptions will be signed and sealed. In addition, GOAA and City shall have the right, at any time before Closing, to have the Easement for the Relocated Pole Squares independently surveyed at its sole cost and expense. In the event that the final legal descriptions need to be modified after construction, the Parties agree to cooperate fully and in a timely manner to assist in correcting any error or omission in the legal descriptions, when the correction of same is deemed to be desirable or necessary by the Parties.

5. Inspections; Condition of Relocated Pole Squares.

a. GOAA and City shall have thirty (30) days after delivery of the final legal descriptions (the "Inspection Period"), to determine, in their discretion, that the Relocated Pole Squares and Easement are suitable and satisfactory for signage. During the Inspection Period, GOAA, City and their representatives shall have the right to enter upon the property on which the Relocated Pole Squares are to be located pursuant to **Exhibit "A"** attached hereto; provided, however, such entry shall be coordinated with CFX and shall not unreasonably damage the Easement areas for the Relocated Pole Squares ("Easement Area") or interfere with CFX's or any third party's use or occupancy of the Easement Area or the adjacent expressway. GOAA and City shall repair any damage occurring to the Easement Area as a result of such activities and restore the Easement Area to substantially the same condition as the Easement Area was in immediately prior to GOAA's or City's entry thereon. All such entries onto the Easement Area during the Inspection Period shall be at the sole risk and expense of GOAA and City, and CFX shall have no liability for any injuries or damages sustained by GOAA or City or any of their agents, contractors or other third parties. GOAA and City agree to indemnify and hold CFX harmless from any and all loss, claim, action, demand or liability against CFX or the Easement Area which may arise directly from GOAA's or City's exercise of their rights during the Inspection Period pursuant to this Paragraph 5(a), including any damage to the Easement Area. This paragraph shall survive the expiration or earlier termination of this Agreement for the limited purpose of allowing CFX to provide notice of a claim arising under this Paragraph 5(a).

b. CFX shall provide to City and GOAA the final proposed location, structure and associated signage for the Relocated Pole Squares at the commencement of the Inspection Period. If GOAA and/or City object to the location, structure or associated signage CFX has proposed for one or more of the Relocated Pole Squares, then GOAA and/or City shall notify CFX in writing (“Notice of Objection”) within the Inspection Period, which Notice of Objection shall include a proposed alternate location, structure or signage for the Relocated Pole Square(s) at issue. The Parties shall work together in good faith to reach a mutually agreement for the Relocated Pole Square(s) at issue. In the event GOAA and City shall fail to provide CFX with the Notice of Objection within the Inspection Period, GOAA and City shall be deemed to have waived the right to alter the location, structure or signage for the Relocated Pole Squares; provided, however, that if it is determined that additional modifications are needed to the location, structure or signage proposed for one or more of the Relocated Pole Squares from what was identified and agreed upon by GOAA and City at the expiration of the Inspection Period, then neither Party shall have waived the right to object to the location, structure or signage of such Relocated Pole Squares and the Parties shall work together to determine an agreed upon alternate location, structure or signage.

c. In the event CFX deems it necessary to rearrange, remove or relocate one or more of the Relocated Pole Squares to accommodate changes or improvements on or to CFX’s Expressway System after the Pole Squares and associated signage are installed within the Easement Area pursuant to this Agreement then such rearrangement, removal or relocation shall be completed by CFX, at its sole cost and expense, subject to CFX obtaining prior written consent from GOAA’s Chief Executive Officer. .

6. Conditions Precedent. 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 close unless and until all the requirements set forth in CFX's Property Acquisition, Disposition & Permitting Procedures Manual ("Manual") and Bond Covenants have occurred, including those related to the receipt of a certificate from CFX’s General Engineering Consultant and Bond Counsel, and GOAA has obtained approval from the Federal Aviation Administration (the “FAA”) approval.

7. Closing Date and Closing Procedures and Requirements.

a. Closing Date. The closing of the property exchange contemplated under this Agreement (the “Closing”) shall be held on or after GOAA’s and City’s approval of the legal descriptions for the Easement Area and the Conditions Precedent have been met, but in no event later than thirty (30) days after the expiration of the Inspection Period or the satisfaction of the Conditions Precedent, whichever is later, on a date and time specified by CFX (the “Closing Date”) upon not less than thirty (30) days’ written notice to GOAA and City, unless such date is extended

in order to secure the required approval from the FAA. Closing shall be held at CFX's headquarters or at such other place as GOAA, City and CFX shall agree. Notwithstanding the foregoing, closing may be by mail or overnight courier.

b. Conveyance of an Easement for the Relocated Pole Squares. At the Closing, CFX shall execute and deliver to GOAA or City an Easement, substantially in the form and content attached hereto as **Exhibit "B"** and incorporated herein by reference, conveying a perpetual, non-exclusive Easement for the use and benefit of GOAA and City for the purpose of installing and maintaining information signage on the Relocated Pole Squares along the ingress and egress to the Airport, subject to a reservation unto CFX all rights of ingress, egress, light, air, and view to, from, across and between CFX's Expressway System and the Property. In conjunction therewith, GOAA and City shall execute and deliver a Special Warranty Deed to CFX conveying or releasing the Existing Pole Squares and a Notice of Reverter releasing the Abandoned Pole Squares, substantially in the form and content of **Exhibit "C"** and **Exhibit "D"**, respectively.

c. Reverter. The parties agree that in the event City or GOAA cease utilizing the Easement for the Relocated Pole Squares (or any portion thereof) for signage or otherwise fail to comply with the restrictions in the Easement, then that portion of the Easement shall revert to and be vested in CFX at which time City or GOAA will cause to be executed and recorded any and all documents required to provide proper notice of said reverter.

d. Delivery of Possession; Risk of Loss. GOAA and City shall be given possession of the Easement Area for the Relocated Pole Squares on the Closing Date as described in the Easement. All risk of loss prior to closing shall be borne by CFX, except to the extent of GOAA's or City's liability for damage to the Easement Area under Paragraph 6(a) of this Agreement caused by GOAA or City, its employees, agents or contractors, which shall be borne by GOAA or City, respectively. Similarly, CFX shall be given possession of the Existing Pole Squares on the Closing Date. All risk of loss prior to closing shall be borne by GOAA and City, except to the extent of CFX's liability for damage to the Existing Pole Squares caused by CFX, its employees, agents or contractors, which shall be borne by CFX.

e. Closing Costs; Prorations. CFX shall pay all costs of the recording of the Deed (including documentary stamp taxes, if any), Easement, and Notice of Reverter. The Parties shall each pay their own attorney's fees. Real property taxes and assessments on the Existing Pole Squares, Relocated Pole Squares and Abandoned Pole Squares, if any, shall be prorated as of the date of Closing. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Orange County, Florida.

f. General Closing Documents. At Closing, the parties shall sign a closing statement or statements, an agreement for future cooperation to correct errors or omissions, and

such other documents as are necessary to complete the transaction. CFX, City, and GOAA shall each sign an affidavit that it 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 the Party's taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that it is exempt from withholding tax on the Purchase Price under FIRPTA).

8. Warranties and Representations of CFX. To induce the City and GOAA to enter into this Agreement and to exchange the Existing Pole Squares for an Easement for the Relocated Pole Squares, 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 exchange of the Existing Pole Squares for an Easement for the Relocated Pole Squares 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 Easement Area, and there are no tenancy, rental or other occupancy agreements affecting the Easement Area other than the Permitted Exceptions and utilities.

c. That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Easement Area or any portion thereof, or relating to or arising out of the ownership of the Easement Area, 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, 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 Easement Area 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 Easement Area, 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 Relocated Pole Squares 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 Easement Area.

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 and City when such knowledge is first available; and in the event of any change which may be deemed by GOAA and/or City to be materially adverse, GOAA and/or City may, at its election, terminate this Agreement.

9. Warranties and Representations of GOAA and City. GOAA and City agree to provide the same warranties as provided by CFX with respect to the Existing Pole Squares and Abandoned Pole Squares. More specifically, 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 approval 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 conveyance of the Existing Pole Squares and the Abandoned Pole Squares 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 Existing Pole Squares and the Abandoned Pole Squares, and there are no tenancy, rental or other occupancy agreements affecting the Existing Pole Squares and the Abandoned Pole Squares 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 Existing Pole Squares and the Abandoned Pole Squares or any portion thereof, or relating to or arising out of the ownership of the Existing Pole Squares and the Abandoned Pole Squares, 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 legal entity other than CFX has any right or option whatsoever to acquire the interest contemplated herein as to the Existing Pole Squares and the Abandoned Pole Squares or any portion or thereof or any interest therein.

e. That, subject to obtaining written consent from the FAA, 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 Existing Pole Squares and the Abandoned Pole Squares, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against GOAA.

f. That, subject to approval from the FAA, the conveyance of the Existing Pole Squares and the Abandoned Pole Squares to CFX and the use of the Existing Pole Squares and the Abandoned Pole Squares by CFX will not interfere with the landing and takeoff of aircraft at the Orlando International Airport, the air navigation and/or communication facilities serving the Orlando International Airport, or otherwise constitute an airport hazard.

g. To the best of GOAA's knowledge, 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 Existing Pole Squares and the Abandoned Pole Squares of laws relating to Hazardous Materials (as defined above) which violation remains uncured in any material respect.

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 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. Warranties and Representations of City. To induce CFX to enter into this Agreement and to purchase the Existing Pole Squares and the Abandoned Pole Squares, 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 Existing Pole Squares and the Abandoned Pole Squares, has taken all steps necessary under its Charter, the GOAA Act, and the Operating Agreement to approve and authorize the sale and conveyance of the Existing Pole Squares and the Abandoned Pole Squares contemplated herein, including, without limitation, conveyance of the fee simple. Further, no person, firm or legal entity other than CFX has any right or option whatsoever to acquire the interest contemplated herein as to the Existing Pole Squares and the Abandoned Pole Squares 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 Existing Pole Squares and the Abandoned Pole Squares or any portion thereof or relating to or arising out of City's fee ownership of the Existing Pole Squares and the Abandoned Pole Squares, 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 Existing Pole Squares and the Abandoned Pole Squares, 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 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 Existing Pole Squares and the Abandoned Pole Squares of laws relating to Hazardous Materials (as defined above) which violation remains uncured in any material respect.

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.

11. Failure of Performance.

a. On the part of CFX: In the event of a default by CFX under this Agreement prior to closing, then as GOAA's and City's sole remedy hereunder, GOAA and City may terminate this Agreement. If terminated, CFX shall repair any damage occurring to the premises and the six (6) pole squares to be removed pursuant to this Agreement, and restore the premises, pole squares and associated signage to substantially the same condition as immediately prior to this Agreement. GOAA and City expressly waive any and all other remedies, legal or equitable, including any action for damages.

b. On the part of GOAA and City: In the event of a default by GOAA or City under this Agreement prior to Closing, then as CFX's sole remedy hereunder, CFX may terminate this Agreement. CFX expressly waives any and all other remedies, legal or equitable, including any action for damages.

12. No Recording. With the exception of the exhibits attached hereto, neither this Agreement nor any record or memorandum thereof shall be recorded in the Public Records of any county in the State of Florida. Recording of this Agreement or any of the terms and provisions hereof, or any record or memorandum thereof shall, at the option of the Party, constitute grounds for termination of the Agreement. Nevertheless, this Agreement will be included in the official records of each Party as a public record.

13. General Provisions. No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to

demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by GOAA, City, and CFX. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors. 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, 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 or after closing if desirable or necessary to assist in correcting errors or omissions. This Agreement shall be interpreted under the laws of the State of Florida. GOAA, City, and CFX acknowledge that this Agreement was prepared after substantial negotiations between the Parties and this Agreement shall not be interpreted against either Party solely because such Party or its counsel drafted the Agreement. The Parties hereto agree that venue for any legal action authorized hereunder shall be exclusively in the courts of Orange County, Florida. Time is of the essence of this agreement and each and every provision hereof.

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

15. Design, Location and Funding Disclosure. In accordance with Section 5.2.5 of CFX's Manual, GOAA and City acknowledge that: (i) the design and location of any contemplated or proposed roadway systems or access scenarios are not guaranteed unless otherwise specified therein; (ii) funding has not been completed for the Project; and (iii) this Agreement may be subject to funding by a CFX bond issue or other applicable sources.

16. Not an Offer. Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed an offer nor admissible in any subsequent eminent domain proceeding with respect to the Existing Pole Squares or the Relocated Pole Squares.

17. Inspector General. The Parties agree to comply with Section 20.055(5), Florida Statutes, and agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. The Parties agree to incorporate the obligation to

comply with Section 20.055(5) in all subcontracts such Party enters into in connection with the removal and relocation of the Pole Squares contemplated herein.

18. No Third-Party Benefits. This Agreement is solely for the benefit of the Parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party that is not a party hereto.

19. Right of Entry. It is acknowledged and agreed by the Parties that the Project timing may require CFX and its contractors to enter onto the Existing Pole Squares, the Relocated Pole Squares, and the Abandoned Pole Squares (collectively "Pole Squares") to relocate the Signs prior to the Closing contemplated herein. With respect to the Pole Squares, GOAA and City agree and hereby grant to CFX and its contractor, and their respective employees, agents, engineers, contractors, assigns (including utility providers) and other representatives, for that period of time beginning upon the effective date hereof and ending upon conveyance of the Pole Squares to CFX or the completion of the Project, whichever is applicable, 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 Pole Squares as may be necessary for the Project. This right of entry shall include the right to enter upon, over, under, and through the Existing Pole Squares, the Easement Area for the Relocated Pole Squares, and the Abandoned Pole Squares for the purposes of inspection, design, engineering, permitting and construction. Said right and license shall merge and terminate upon the Closing or earlier termination of this Agreement.

20. Insurance and Third-Party Beneficiary. All work performed within the Existing Pole Squares, the Easement Area for the Relocated Pole Squares, or Abandoned Pole Squares under the rights of entry granted herein to CFX or its contractors and their employees, agents, engineers, contractors, assigns (including utility providers) and other representatives shall be at the sole risk and expense of CFX or the parties performing such work contemplated herein. Neither GOAA nor City shall have any liability whatsoever for any injuries or damages sustained by CFX or any of CFX's agents or contractors or any other third parties. CFX agree to indemnify and hold GOAA and City harmless from any and all loss, claim, action, demand or liability against GOAA and/or City for the work performed within the Pole Squares or Easement Area for the Relocated Pole Squares which may arise directly or indirectly out of CFX's removal and relocation of the pole squares and signage from their current location in connection with the Project. CFX shall include in its applicable contracts related to the relocation or replacement of the Signs that GOAA and City are third-party beneficiaries of its contracts as to indemnification and an additional insured as to insurance related to the use of the Existing Pole Squares, Relocated Pole Squares, or applicable portions thereof, pursuant to the grants of right-of-entry. This paragraph shall survive the expiration or termination of this Agreement.

21. Notice. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered (a) when hand delivered to the official hereinafter designated, or (b) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail return receipt requested, addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the Party shall have specified in written notice to the other Party in accordance herewith.

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: Chief of Infrastructure

Copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel

GOAA: GREATER ORLANDO AVIATION AUTHORITY
Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Attn: Chief Executive Officer
Telephone: (407) 825-2051
Telecopy: (407) 825-2202

Copy to: GREATER ORLANDO AVIATION AUTHORITY
Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Attn: Chief Operation Officer
Telephone: (407) 825-2051
Telecopy: (407) 825-2202

Copy to: Marchena and Graham, PA
976 Lake Baldwin Lane, Suite 101
Orlando, FL 32814
Attn: Christopher Wilson, Esq.
Telephone: (407) 658-8566
Telecopy: (407) 281-8564

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.

22. Defaults. Each of the Parties hereto shall give the other Party written notice of any alleged defaults hereunder and shall allow the defaulting Party thirty (30) days from the date of receipt to cure such defaults.

23. Severability. If any court finds part of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of the Agreement (i) if the rights and obligations of the Parties contained therein are not materially prejudiced and, (ii) if the intentions of the Parties can continue to be effective. To that end, this Agreement is declared severable.

24. Sovereign Immunity. Nothing herein is intended as a waiver of any Party's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law.

25. Brokerage. City, GOAA, 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.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Joint Participation Agreement to be executed as of the day and year written below.

**“GOAA”
GREATER ORLANDO AVIATION
AUTHORITY**

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

Date: _____

ATTEST

By: _____
Dayci S. Burnette-Snyder
Assistant Secretary

APPROVED AS TO FORM AND LEGALITY this _____ day of _____, 2019, for the use and reliance by the Greater Orlando Aviation Authority, only.

Marchena and Graham, P.A., Counsel

By: _____
Marchena and Graham, P.A.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“CITY”
CITY OF ORLANDO, FLORIDA,
a Florida municipal corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY this
__ day of _____, 2019, for the use and
reliance by the City of Orlando, only.

By: _____
City Attorney

Printed Name: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**“CFX”
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Chairman Jay Madara

Date: _____

ATTEST:

Mimi Lamaute, Executive Secretary

APPROVED AS TO FORM for execution
by a signatory of the Central Florida
Expressway Authority

General Counsel

Exhibits

- Exhibit “A” Sketches of the Pole Squares
- Exhibit “B” Easement from CFX for the Relocated Pole Squares
- Exhibit “C” Special Warranty Deed from City and GOAA for the Existing Pole Squares
- Exhibit “D” Notice of Abandonment from City and GOAA for the Abandoned Pole Squares and
Notice of Reverter to CFX

EXHIBIT "A" SKETCHES OF THE POLE SQUARES

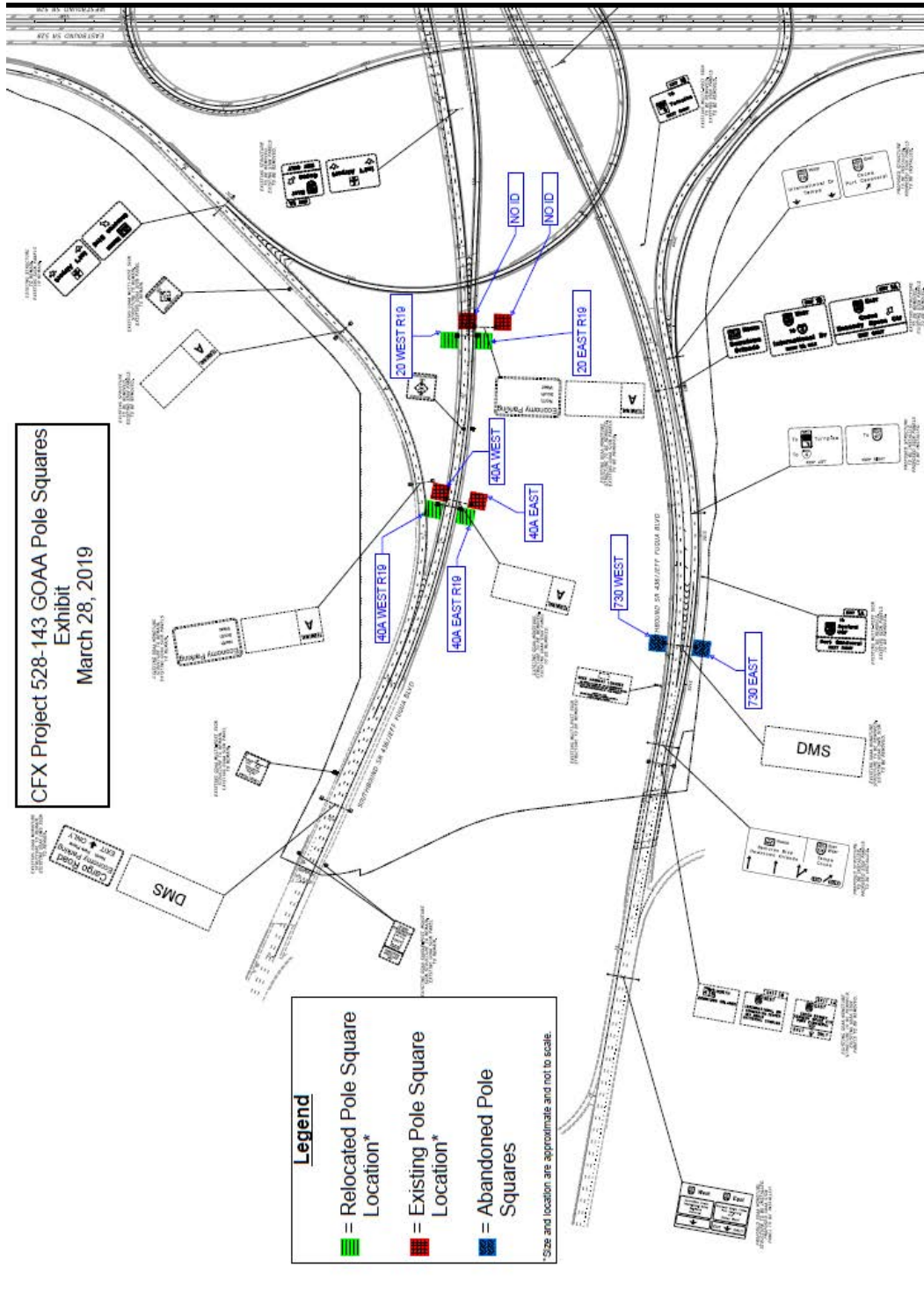


EXHIBIT "B"
FORM OF EASEMENT
FOR THE RELOCATED POLE SQUARES FROM CFX

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

S.R. 528/S.R. 436 Interchange Improvements
Project 599-143, Sign Numbers 730 East, 730 West,
40A East, 40A West, No Id East, No Id West

EASEMENT AGREEMENT
(FOUR RELOCATED POLE SQUARES)

THIS EASEMENT AGREEMENT (the “Agreement”), effective as of the last date of execution (the “Effective Date”), is entered into by and among **GREATER ORLANDO AVIATION AUTHORITY**, an agency of the City of Orlando, existing as an independent special district under the laws of the State of Florida with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 (“GOAA”), **CITY OF ORLANDO** (“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 **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, an agency of the state, (“CFX”), with a principal address of 4974 ORL Tower Road, Orlando, FL 32807. GOAA, City, and CFX are sometimes collectively referred to as the “Parties” or individually referred to as a “Party.”

WHEREAS, 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;

WHEREAS, CFX is owner of certain parcels of real estate and premises located in the County of Orange, State of Florida, including the certain limited-access highway, ramps, appurtenances, other facilities known as State Road (“S.R.”) 528;

WHEREAS, CFX intends to improve the interchange of S.R. 528 and S.R. 436, necessitating the relocation of ramps and associated signage to the Orlando International Airport, as part of CFX Project 528-143 (the “Project”);

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 City is fee owner of the Orlando International Airport property (“Airport”);

WHEREAS, GOAA occupies, controls, and operates the Airport, 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;

WHEREAS, in order to accommodate the Project, four (4) of the pole squares owned by GOAA and City and used for informational signage have been or will be removed and relocated into an easement area within CFX’s existing right-of-way (“Relocated Pole Squares”) as shown in **Exhibit “A”** attached hereto and incorporated herein by this reference;

WHEREAS, CFX desires to grant to City and GOAA, and City and GOAA desire to obtain from CFX, a perpetual non-exclusive easement for the Relocated Pole Squares and associated signage (the “Easement”), 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. CFX (“GRANTOR”) hereby grants and conveys to City and GOAA (jointly, the “GRANTEE”) a perpetual non-exclusive easement, subject to the restrictions and reverters hereinafter set forth, over parcels of real property located along the ingress and egress of the Airport containing approximately four pole squares (each referred to as a “Pole Square” and collectively referred to as “the Property”), as more particularly described in **Exhibit “A.”**

3. Subject to the following restrictions:

a. The Property conveyed by GRANTOR is for the use and benefit of GRANTEE and shall be utilized for the following purpose, excluding all others, of installing and maintaining informational signage along the Expressway System to the Orlando International Airport. GRANTEE expressly agrees to refrain from any use of the Property which would interfere with the Expressway System, or otherwise constitute a hazard for the Expressway System.

4. Subject to the following right of reverter in favor of GRANTOR: In the event that GRANTEE ceases to utilize the Property (or any portion thereof) for signage or otherwise

fails to comply with the restriction provided in Paragraph 3 above, then the interest herein granted by this Easement to the Property shall cease and revert to and be vested in the GRANTOR, its successors or assigns, and the Property will automatically revert to the GRANTOR at which time City and GOAA will cause to be executed and recorded any and all documents required to provide proper notice of said reverter, at CFX's expense.

5. Subject to the following reservations in favor of GRANTOR:

a. Reserving unto GRANTOR all rights of ingress, egress, light, air, and view to, from, across and between State Road 528 right of way, including ramps and ponds, collectively referred to as "CFX's Expressway System," and the Property.

b. Reserving the right to ingress and egress and to traverse the Property; to landscape, pave, or modify areas of said Property or permit encroachments or structures thereon which are not inconsistent with GRANTEE'S use; and for any use not inconsistent with GRANTEE's use, provided, such use shall not in any manner adversely affect GRANTEE's use of the Property. GRANTEE acknowledges that CFX shall have the right to utilize the Property for access to, across and along the Property in order to perform maintenance on CFX's Expressway System that may be located on, over, under, or adjacent to the Property. The foregoing right includes CFX's reservation of the right to maintain, expand, install, construct, alter, repair, renew, replace and/or otherwise modify CFX's Expressway System either going over or under the Property and improvements thereon, including altering and/or otherwise modifying the Property so long as CFX does not affect GRANTEE's use and operation of the Property for informational signage.

6. Special Conditions: In connection with its construction, operation, maintenance and modification of the Signs, GRANTEE agrees to:

a. Secure all necessary permits from the respective state, county, city, or other authority. All construction shall be in strict accordance with such permits.

b. Abide by all regulations for traffic control as prescribed by the Florida Department of Transportation for similar type work and/or the Florida Highway Patrol and any other applicable agency or authority.

c. Maintain the informational signage and associated structures ("Sign Structures") within the Property, and to pay all costs and expenses associated with GRANTEE's use of the Property. GRANTEE's maintenance of the Sign Structures shall be accomplished in a manner so as to cause no unreasonable interference with the use of CFX's Expressway System. CFX shall have no duty to inspect or maintain the Sign Structures.

d. Not interfere with the safe and efficient operation of CFX's Expressway System. It is understood, however, that lane closures will be permitted as specifically authorized in writing by CFX as part of CFX's permitting process and CFX shall process the same in the manner as is customary with others seeking similar permits. Similarly, any maintenance activity that impacts CFX's Expressway System shall require an approved CFX permit. GRANTEE shall require all

contractors and subcontractors to have all required licenses and certifications. All work performed on the Property shall conform to all applicable federal, state, and local regulations.

e. In the event that GRANTEE fails to maintain the Sign Structures in accordance with any applicable law, regulation or ordinance, CFX shall provide written notice to GRANTEE of such failure. If GRANTEE fails to cure the failure within thirty (30) days of the date of its receipt of CFX's written notice, then CFX may perform or have others perform such maintenance to the Sign Structures and GRANTEE shall reimburse GRANTOR for the reasonable costs it incurred to perform such maintenance within thirty (30) days of GRANTEE's receipt from GRANTOR of an invoice and any other supporting documentation reasonably requested by GRANTEE evidencing the costs to be reimbursed. Notwithstanding the foregoing, if GRANTEE's failure to perform or cure such failure to maintain the Sign Structures is a result of GRANTOR's or another governmental entities failure to grant GRANTEE access to the Property to perform such maintenance then GRANTEE shall have no obligation to reimburse GRANTOR for any maintenance GRANTOR performs or has others perform on the Sign Structures pursuant to this Paragraph 6(e). GRANTEE shall not be required to reimburse CFX for costs and expenses unrelated to GRANTEE's use of the Sign Structures on the Property.

f. Release and hold harmless the GRANTOR from any damage to CFX's Expressway System, including existing telephone lines, cables, water, electric, sewer or drainage lines or pipelines which may be encountered or crossed during GRANTEE's, its employees', agents' or contractors' maintenance, replacement or use of the Sign Structures. GRANTEE will be notified in advance, in accordance with Paragraph 10, of any future systems that might be placed adjacent to or across the Property.

g. Assume full responsibility for all injuries to or death of, any persons and for damages to property and for all claims, losses or expense which arises out of GRANTEE's maintenance, change, use or removal of said Sign Structures if caused by negligence of GRANTEE, its employees, agents or contractors, and GRANTEE shall indemnify and hold GRANTOR harmless from all liens, losses, expenses or claims which arise out of the negligence of GRANTEE, its employees, agents or contractors, in the exercise of the rights granted herein.

h. Not impose covenants, restrictions or liability upon, or with respect to, CFX or the Property that are inconsistent with or in contravention of the uses of the Property allowed in this Agreement.

7. In the event that CFX deems it shall become necessary to rearrange, remove or relocate one or more of the Pole Squares to accommodate changes or improvements on or to CFX's Expressway System, the Parties agree to fully cooperate with the other to reach a mutual agreement as to the changes necessary to accommodate CFX's request, and as consideration for such accommodation, GRANTOR shall make such agreed upon changes and/or relocations as may be necessary to accomplish GRANTOR's purpose, as applicable, at GRANTOR's sole cost and expense. Further, GRANTOR will cooperate with GRANTEE to the end that such changes and relocations shall be held to the minimum necessary to accomplish GRANTOR's purposes, thereby causing a minimum of disturbance to GRANTEE's Sign Structures and Property.

8. The rights of GRANTEE under this Agreement are subject and subordinate to the rights of the owners of any utilities existing on the Property as of the Effective Date ("Current Utilities"), if any, under the documents governing the same and to the extent the same are inconsistent with GRANTEE'S rights under this Agreement. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the right, title and interest of GRANTOR in the land to be entered upon and used by GRANTEE.

9. All rights of GRANTEE herein shall be subordinate to the rights of the bondholders or to holders of bonds which from time to time in the future may be issued for the purposes of providing funds to construct any additional projects under and secured by the 1965 Trust Indenture, the 1970 Supplemental Trust Indenture and subsequent supplemental trust indentures. The Easement granted herein shall also be subordinate and inferior to the Lease Purchase Agreement between CFX and the State Road Department of Florida executed in connection with the 1965 Trust Indenture and the Supplemental Lease Purchase Agreement between the Division of Bond Finance of the Department of General Services of the State of Florida, and CFX and the Department of Transportation of the State of Florida, executed in connection with the 1970 Supplemental Trust Indenture and such future lease purchase agreements as may be executed in connection with the sale of bonds to finance additional projects. GRANTEE herein agrees that it will cooperate with GRANTOR in good faith, if called upon, to execute such papers or documents as are reasonably necessary to affect such subordination in connection with any past or future trust indentures of CFX.

10. 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
Attention: Executive Director

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

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

Copy to: Marchena and Graham, P.A.

976 Lake Baldwin Lane, Suite 101
Orlando, Florida 32814
Attention: Marcos R. Marchena, Esq.

CITY: CITY OF ORLANDO
400 South Orange Avenue
Orlando, Florida 32801
Attention: Chief Administrative Officer

Copy to: City Attorney
Office of Legal Affairs
400 South Orange Avenue
Orlando, Florida 32801
Attention: 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.

11. 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.

12. 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.

[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: _____, 2019

WITNESSES:

Print Name: _____

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE CITY
OF ORLANDO, ONLY, THIS ___ DAY OF
_____, 2019.
Marchena and Graham, P.A., General Counsel.

Print Name: _____

By: _____
Marchena and Graham, P.A.

STATUTORY SHORT FORM OF ACKNOWLEDGMENT PER § 695.25, FLA. STAT.

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Phillip N. Brown, A.A.E., the Chief Executive Officer of the Greater Orlando Aviation Authority, who is personally known to me or who has produced _____ as identification.

Notary Seal

Notary Public

Print Name: _____

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
_____, 2019.

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 _____, 2019.

Notary Public
My commission expires: _____

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

ATTEST:

Regla (“Mimi”) Lamaute
Board Services Coordinator

By: _____
Jay Madara, Chairman

Date: _____, 2019

WITNESSES:

Print Name: _____

APPROVED FOR EXECUTION BY CENTRAL
FLORIDA EXPRESSWAY AUTHORITY ONLY.

Print Name: _____

By: _____
Print Name: _____
Date: _____, 2019

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____,
2019, by _____, as Chairman 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 _____

Project 528-143, S.R. 528 / S.R. 436 Interchange
Sign Numbers 730 East, 730 West, 40A East, 40A West, No Id East, No Id West

EXHIBIT “C”

**FORM OF SPECIAL WARRANTY DEED
FOR THE EXISTING POLE SQUARES FROM CITY AND GOAA**

Prepared By:

Jessica Maugeri, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane
Suite 101
Orlando, Florida 32814

Reserved for Recording

S.R. 528/S.R. 436 Interchange Improvements
Project 599-143,
Sign Numbers 40A East R19, 40A West R19, 20 East R19, 20 West R19

This deed is a conveyance of property between two governmental entities and 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 Section 201.02(6), Florida Statutes.

**SPECIAL WARRANTY DEED
(Existing Pole Squares)**

THIS SPECIAL WARRANTY DEED, made and executed on the ____ day of _____, 2019, by CITY OF ORLANDO, a municipal corporation under the laws of the State of Florida (“City”), with a principal address is 400 South Orange Avenue, Orlando, Florida 32801, and the GREATER ORLANDO AVIATION AUTHORITY, a public and governmental body, existing under and by virtue of the laws of the State of Florida (“GOAA”), whose principal address is One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399 (hereinafter, City and GOAA are jointly referred to as the “GRANTORS”) to 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 (hereinafter referred to as the “GRANTEE”).

WITNESSETH:

THAT GRANTORS, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, do hereby grant, bargain, sell, remise, release and confirm unto GRANTEE forever, all the rights, title, interest, claim and demand which the GRANTORS have in and to that certain real property located in Orange County, Florida, being more particularly described in **Composite Exhibit “A”** attached hereto and incorporated herein (the “Property”).

SUBJECT TO taxes for the current year and subsequent years.

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.

IN WITNESS WHEREOF, the GRANTORS have caused these presents to be signed in its name by its duly authorized representative.

“CITY”
CITY OF ORLANDO, FLORIDA,
a Florida municipal corporation existing under the laws of the State of Florida.

ATTEST:

By: _____

By: _____

Print Name: _____

Print 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
_____ 2019.

WITNESSES:

By: _____

City Attorney

Print Name: _____

Print Name: _____

STATUTORY SHORT FORM OF ACKNOWLEDGMENT PER § 695.25, FLA. STAT.

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ___ day of _____
by _____, who is personally
known to me or who has produced _____ as identification.

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: _____, 2019

Print Name:

Print Name: _____

APPROVED AS TO FORM AND LEGALITY
THIS _____ DAY OF _____, 2019
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.

STATUTORY SHORT FORM OF ACKNOWLEDGMENT PER § 695.25, FLA. STAT.

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Phillip N. Brown, A.A.E., the Chief Executive Officer of the Greater Orlando Aviation Authority, who is personally known to me or who has produced _____ as identification.

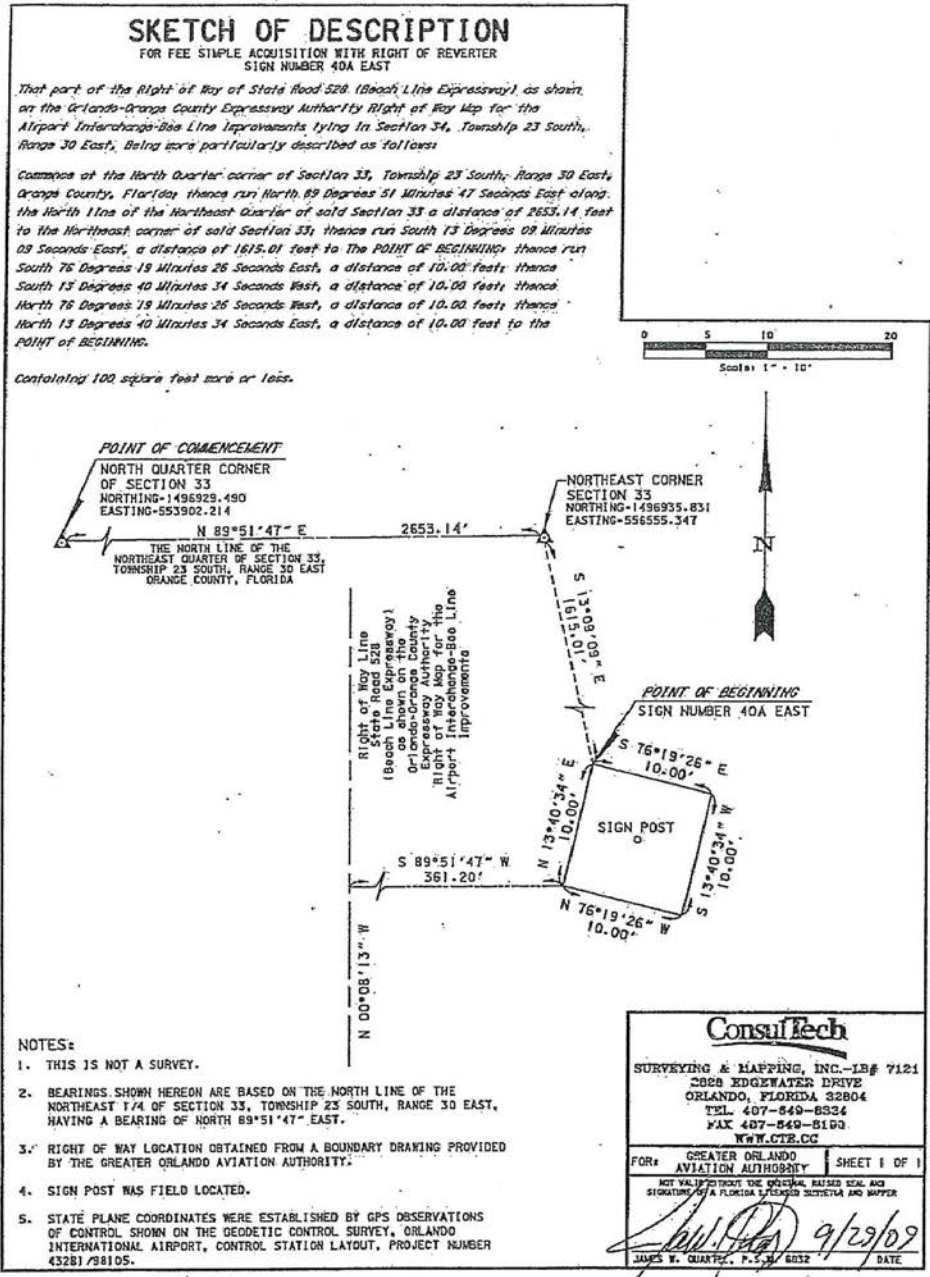
Notary Seal

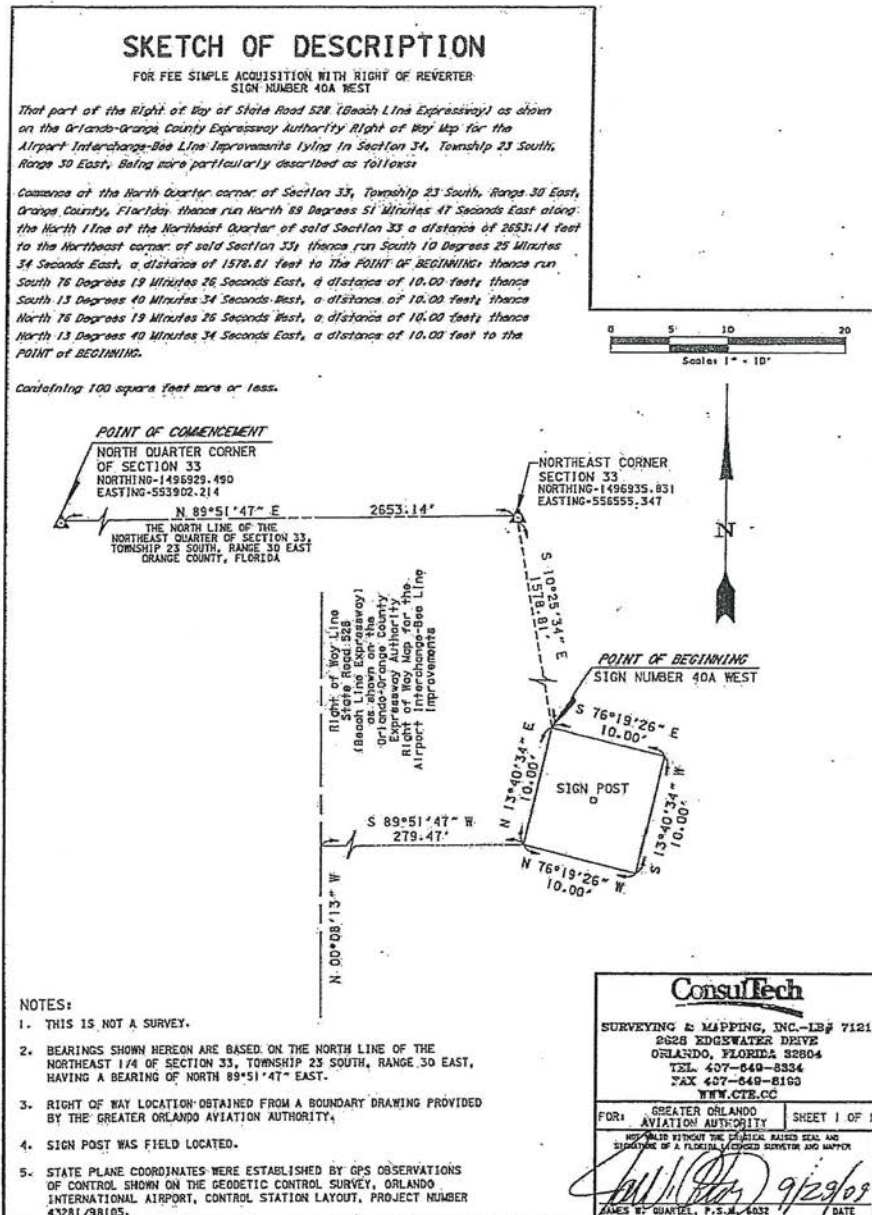
Notary Public

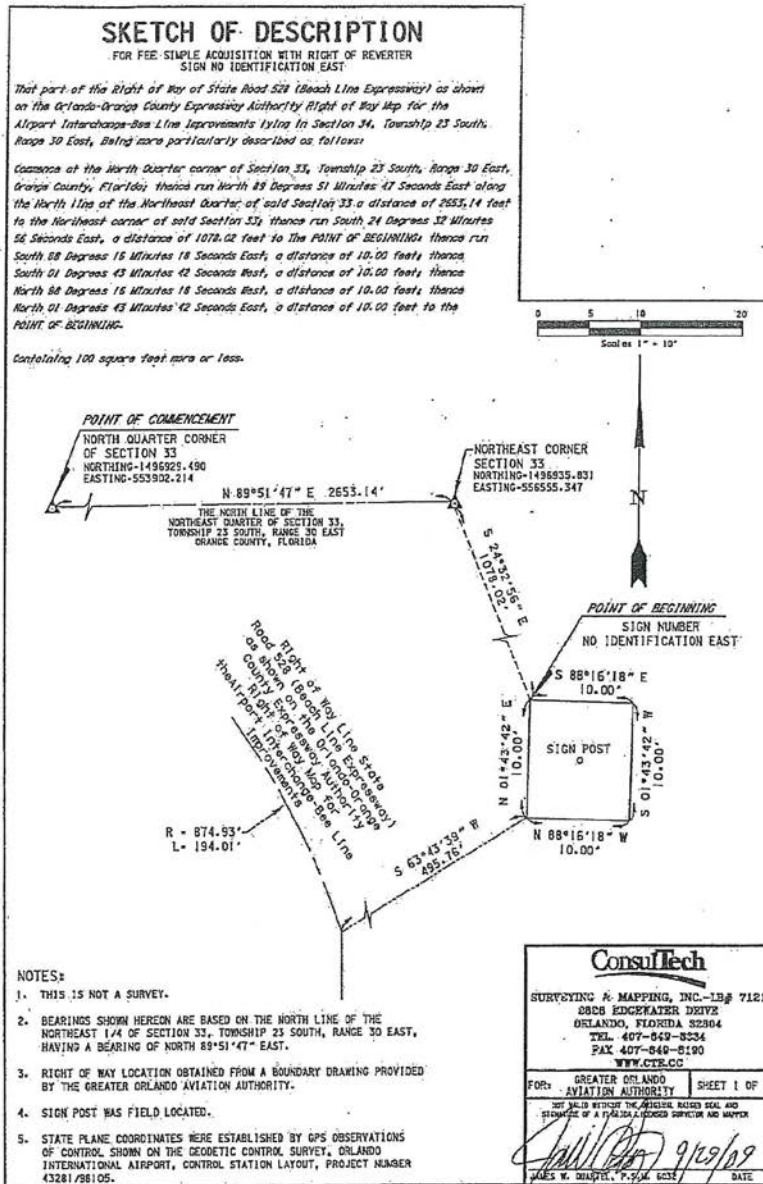
Print Name: _____

Commission Expires: _____

COMPOSITE EXHIBIT "A"







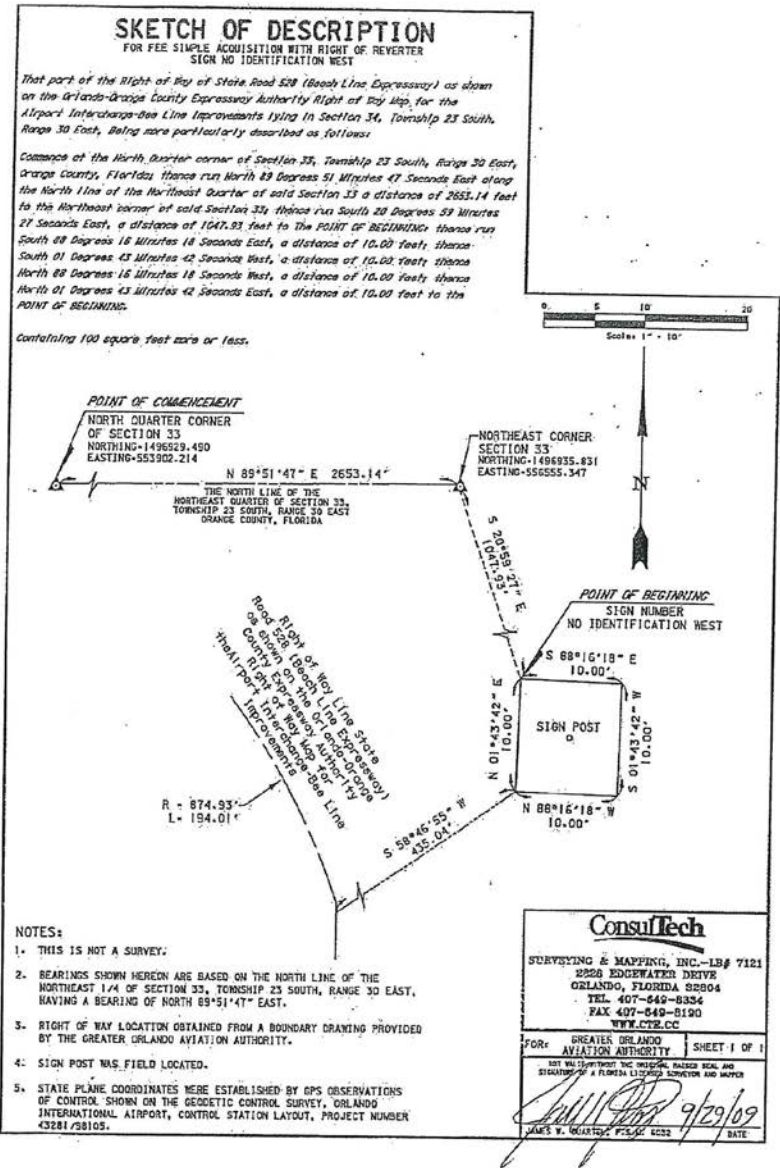


EXHIBIT “D”

**FORM OF NOTICE OF REVERTER FROM CITY AND GOAA
FOR THE ABANDONED POLE SQUARES**

Prepared By:

Jessica Maugeri, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane
Suite 101
Orlando, Florida 32814

Reserved for Recording

S.R. 528/S.R. 436 Interchange Improvements
Project 599-143, Sign Numbers 730 East and 730 West

This deed is a conveyance of property between two governmental entities and 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 Section 201.02(6), Florida Statutes.

**NOTICE OF ABANDONMENT AND NOTICE OF REVERTER
(Two Pole Squares)**

THIS NOTICE OF ABANDONMENT is effective on the ____ day of _____, 2019, by CITY OF ORLANDO, a municipal corporation under the laws of the State of Florida ("City"), with a principal address is 400 South Orange Avenue, Orlando, Florida 32801, and the GREATER ORLANDO AVIATION AUTHORITY, a public and governmental body, existing under and by virtue of the laws of the State of Florida ("GOAA"), whose principal address is One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399 (hereinafter, City and GOAA are jointly referred to as the "GRANTORS"), and NOTICE OF REVERTER to 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 (hereinafter referred to as the "GRANTEE").

RECITALS:

WHEREAS, CFX intends to improve the interchange of S.R. 528 and S.R. 436, necessitating the relocation of ramps and associated signage to the Orlando International Airport, as part of CFX Project 528-143;

WHEREAS, City and GOAA previously acquired eighteen (18) 10' by 10' pole squares from CFX by Special Warranty Deed ("Deed"), recorded at Doc. # 20120347465 (O.R. Book 10401, Page 5069), for signage along S.R. 436 a/k/a Jeff Fuqua Boulevard, subject to a right of

reverter in favor of CFX;

WHEREAS, two (2) pole squares identified as Sign Numbers 730 East and 730 West, as shown in **Composite Exhibit “A,”** hereinafter “Abandoned Pole Squares,” along with the corresponding sign are no longer needed and, as such, GOAA and City seek to formally abandon, release, relinquish, and waive any and all interests and rights to the Abandoned Pole Squares causing title to revert back to CFX; and

WITNESSETH:

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which GOAA and City hereby acknowledge, GOAA and City declare and give notice as follows:

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

2. **Abandonment and Reverter.** GOAA and City hereby expressly abandon, release, relinquish, and waive any and all interests and rights to the Abandoned Pole Squares as more particularly set forth on **EXHIBIT “A”** attached hereto and incorporated herein by this reference, thereby causing title to revert back to the Central Florida Expressway Authority per the terms of the Deed.

IN WITNESS WHEREOF, GOAA and City have caused these presents to be signed in its name by its duly authorized representative.

“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: _____

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE CITY
OF ORLANDO, ONLY, THIS ___ DAY OF
_____ 2019.

WITNESSES:

Print Name: _____

Print Name: _____

By: _____
City Attorney

STATUTORY SHORT FORM OF ACKNOWLEDGMENT PER § 695.25, FLA. STAT.

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this _____ day of _____
by _____, who is personally
known to me or who has produced _____ as identification.

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: _____, 2019

Print Name:

Print Name: _____

APPROVED AS TO FORM AND LEGALITY
THIS _____ DAY OF _____, 2019
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.

STATUTORY SHORT FORM OF ACKNOWLEDGMENT PER § 695.25, FLA. STAT.

**STATE OF FLORIDA)
COUNTY OF ORANGE)**

The foregoing instrument was acknowledged before me this ____ day of _____,
2019, by Phillip N. Brown, A.A.E., the Chief Executive Officer of the Greater Orlando Aviation
Authority, who is personally known to me or who has produced
_____ as identification.

Notary Seal

Notary Public

Print Name: _____

Commission Expires: _____

APPROVED AND ACCEPTED BY:

**“CFX”
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Chairman Jay Madara

Date: _____

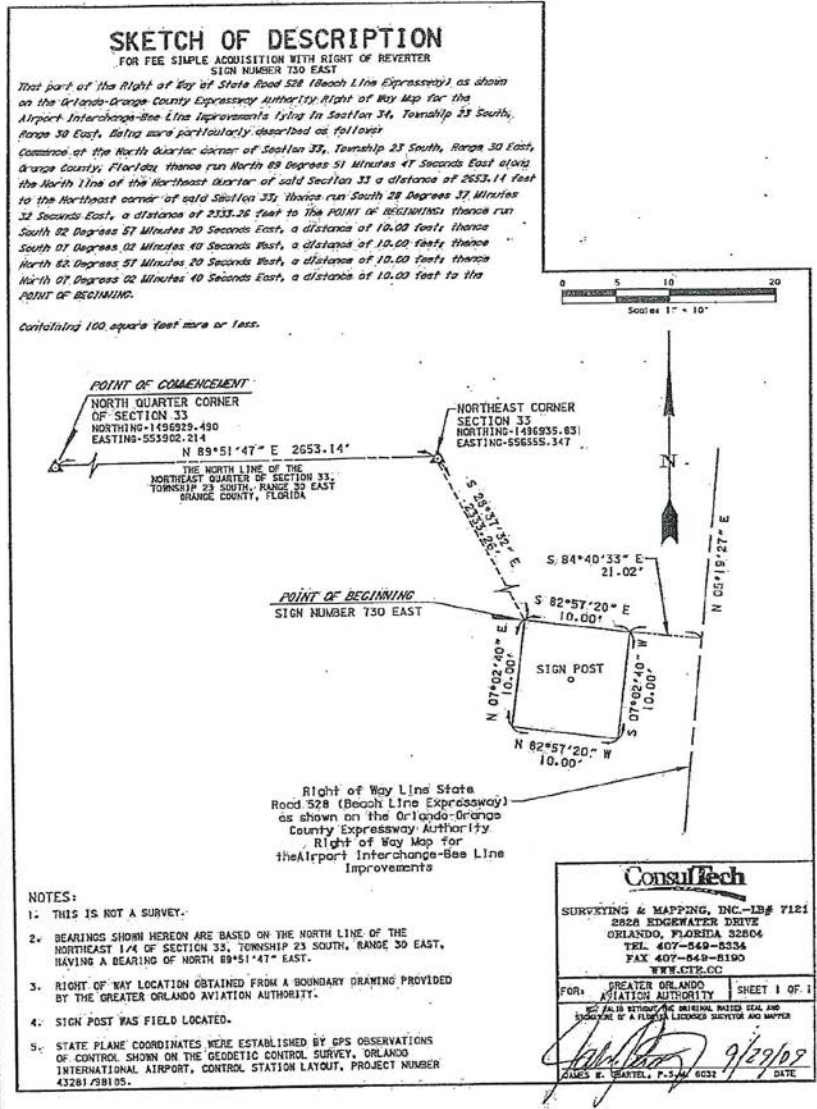
ATTEST:

Mimi Lamaute, Executive Secretary

APPROVED AS TO FORM for execution
by a signatory of the Central Florida
Expressway Authority


General Counsel

COMPOSITE EXHIBIT "A"



MEMORANDUM

TO: Right of Way Committee Members

FROM: Scott A. Glass, Esquire, Shutts & Bowen
Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: August 8, 2019

RE: Request for a Light Lane Easement within S.R. 528 from the Greater Orlando Aviation Authority (“GOAA”) and the City of Orlando (“City”) for Approach Lighting Equipment

BACKGROUND

GOAA and City have made an application to the Central Florida Expressway Authority (“CFX”) to obtain an easement on S.R. 528 for certain equipment and underground utilities for approach lighting for runway 17L. Certain approach lighting equipment is currently located within a portion of S.R. 528 by virtue of a permit, rather than an easement. GOAA and City have asked for an easement agreement and have agreed to relocate the easement when the property is needed for the expansion of S.R. 528 and to pay for the cost of relocation.

Given the time and expense involved in obtaining legal descriptions, ordering appraisal reports, and preparing the agreements and other documents, the parties seek direction from the Right of Way Committee.

REQUEST

We request the Committee’s recommendation for Board approval of a directive to staff to proceed with the review and analysis of the request from GOAA and the City for an easement for its approach lighting equipment.