

AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
RIGHT OF WAY COMMITTEE

January 22, 2020

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 November 20, 2019 minutes.

Action Item.

4. AAF-CARGO ROAD/NARCOOSSEE DRAINAGE: REINSTATEMENT OF THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

PROJECT: 429-205, PARCELS: 802B, 805 and 806, EASEMENT HOLDER: GOAA

–Diego “Woody” Rodriguez, CFX

Requesting the Committee's recommendation for Board approval of the Reinstatement and Third Amendment to Purchase and Sale Agreement.

Action Item.

5. PARTIAL RELEASE AND AMENDMENT OF INDENTURE (AT&T)

PROJECT: 528-1240, LOCATION: ADJACENT TO 528

–Diego “Woody” Rodriguez, CFX

Requesting the Committee's recommendation for Board approval of the Partial Release and Amendment of Indenture.

Action Item.

AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
RIGHT OF WAY COMMITTEE

January 22, 2020

2:00 p.m.

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

6. **AGREEMENT TO AMEND THE INDENTURE (SPRINT)**

PROJECT: 528-1240, LOCATION: ADJACENT TO 528

–Diego “Woody” Rodriguez, CFX

Requesting the Committee’s recommendation for Board approval of the Agreement to Amend the Indenture.

Action Item.

7. **APPROVAL OF SETTLEMENT AGREEMENT FOR EXPERT FEES AND COSTS OF JURIS CORP. AND SUPPLEMENTAL ATTORNEYS’ FEES AND COSTS**

PROJECT: 429-205, CASE NUMBER: 2013-CA-014398-O, PARCEL: 112 (PART A & B);712

OWNERS: CYNTHIA J. HENDERSON AND ROBERT S. HENDERSON

–Diego “Woody” Rodriguez, CFX

Requesting the Committee’s recommendation for Board approval of the Proposed Order Awarding Experts’ Fees and Costs of Juris Corp. and Supplemental Attorneys’ Fees and Costs as to Parcels 112 (Parts A & B) and 712.

Action Item.

8. **OTHER BUSINESS**

9. **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 November 20, 2019

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

Committee Members Present:

Jean Jerji, Seminole County, Representative
Laurie Botts, City of Orlando Representative
Bob Babcock, Orange County Alternative Representative
Todd Hudson, Osceola County Representative- Alternative Chairman
John Denninghoff, Brevard County Representative
Brian Sheahan, Lake County Representative

Committee Members Not Present:

Christopher Murvin, Citizen Representative, Committee Chairman

CFX Staff Present at Dais:

Laura Kelley, Executive Director
Diego "Woody" Rodriguez, General Counsel
Mala Iley, Recording Secretary

Item 1: CALL TO ORDER

The meeting was called to order at 2:03 p.m. by Chairman Todd Hudson.

Item 2: PUBLIC COMMENT

- James Erwin, Florida League of Women Voters, provided a letter regarding Split Oak. (**Attached as Exhibit A**).
 - Kimberly Buchheit, Orlando Resident, commented on the Osceola Parkway Extension Agreement.
 - Nicole Wilson, Windemere Resident, commented on Osceola Parkway Extension Agreement.
 - Darel Campbell, St. Cloud Resident, commented on Osceola Parkway Extension Agreement.
 - Gretchen Robinson, Orlando Resident, commented on the Split Oak Forest.
-

- Brian Denham, Denham Engineering was here to answer questions that the Right-of-Way Committee may have regarding the last item on the agenda; Agreement for The Donation of Limited Access Rights Along Sr 438 A/K/A Franklin Street.

Item 3: APPROVAL OF MINUTES

A motion was made by Mr. Sheahan and seconded by Mr. Jerji to approve the October 23, 2019 Right of Way Committee meeting minutes as presented.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote.

**Item 4: RIGHT-OF-WAY ACQUISITION AGREEMENT AND AN AGREEMENT TO CONVEY CONSERVATION LANDS
PROJECT: OSCEOLA PARKWAY EXTENSION PROJECT 599-2210
PARTIES: TAVISTOCK AND SUBURBAN LAND RESERVE**

General Counsel advised the Right of Way Committee and the members of the public that CFX outside counsel, Attorney Bob Mallett, was in attendance to provide background information on the two agreements. The Committee was informed that it was not voting on an alignment at this meeting.

Attorney Mallett from Nelson, Mullins, Broad, and Cassel requested the Committee's recommendation for Board approval of the Right of Way Acquisition Agreement between "Suburban Land Reserve and Lake Nona Land Company et al. ("Owners") and the Central Florida Expressway Authority, ("CFX") for the acquisition of 484 acres of right of way as described in the Right of Way Agreement for a value not to exceed \$93 million and contingent upon other conditions as described in the Right of Way Agreement.

CFX and the Owners agree to cooperate in obtaining all approvals required for the project and use of the portion of the Split Oak Property that is being impacted by the proposed right of way. CFX will also support the Owners' efforts to retain certain access points between the owners' adjacent lands and the Conservation Lands to allow construction and maintenance of trails and improvements for hiking, bicycling and other uses consistent with the approvals.

Ms. Botts reiterated General Counsel's comment that the Committee's role is strictly deciding to move on the two agreements and not the decision makers for the alignment.

Discussion ensued.

Mr. Denninghoff believes there may be a possibility he may have a conflict of interest. Mr. Rodriguez advised Mr. Denninghoff to abstain from the vote and would be provided Form 8-B after the meeting should there be a conflict. Mr. Rodriguez further instructed that Mr. Denninghoff indicate his vote for the record.

Ms. Botts restated that the Committee is only approving the transaction before them and not the alignment choice. The not to exceed the 93 million is a wise choice however the final decision is up to the Board.

A motion was made by Ms. Botts and seconded by Mr. Sheahan to recommend to the Board approval of the Right of Way Acquisition Agreement between Suburban Land Reserve and Lake Nona Land Company et al. and the Central Florida Expressway Authority for the acquisition of 484 acres of right of way as described in the Right of Way Agreement for a value not to exceed \$93 million and contingent upon other conditions as described in the Right of Way Agreement.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote.

A second motion was made by Mr. Babcock and seconded by Mr. Jerji to recommend to the Board approval of the Conservation Lands Agreement which will result in a donation and conveyance to CFX or its Nominee of over 1,500 acres subject to certain contingencies and conditions as spelled out in the Conservation Agreement, including the necessary approvals from other governmental entities.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote.

**Items 5: AGREEMENT FOR THE DONATION OF LIMITED ACCESS RIGHTS ALONG SR 438 A/K/A FRANKLIN STREET
OWNER: 501 FRANKLIN LAND TRUST
PROJECT: 602
PARCEL: 62-115
LOCATION: PORTION OF OCOEE VILLAGE LOCATED AT THE NORTHEAST CORNER OF SR 429 AND SR 438 A/K/A FRANKLIN STREET**

General Counsel requested the Committee recommend for Board's approval the Agreement for Donation of Limited Access Rights along State Road 438 a/k/a/ Franklin Street.

The owner of the property located at the northeast corner of SR 429 and Franklin Street agreed to donate a 227-foot limited access line to CFX by delivering the attached Quit Claim Deed. The donation of the limited access line to CFX will benefit the health, safety and welfare of the public by prohibiting driveway connections in areas that are too close to expressway ramps. As a condition precedent to the donation, and as consideration for the donation, CFX needs to review and approve the property owner's request for a driveway connection. The driveway connection has also been provided to the Florida Department of Transportation and they have no objections to its designed location.

Discussion ensued.

A motion was made by Ms. Botts and seconded by Mr. Newton to recommend to the Board approval of the Agreement for the Donation of Limited Access Rights Along State Road 438 (also known as Franklin Street).

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote.

**Item 6: SUBORDINATION OF EASEMENT AGREEMENT FOR PARCEL 289 FROM ORANGE COUNTY
PROJECT: 429-205
PARCEL: PARCEL 289, SHOLLENBERGER, ET AL.,
EASEMENT HOLDER: ORANGE COUNTY, FLORIDA
LOCATION: HAAS ROAD**

General Counsel requested the Committee's recommendation for Board approval of a Subordination of Easement Agreement for Parcel 289.

This eminent domain case involved the acquisition of property encumbered by a drainage easement owned by Orange County, Florida, recorded in 1997 at O.R. Book 5203, Page 4002. The drainage easement is adjacent to Haas Road and is only 10 feet by 10 feet. It is located at the southern end of the flagged shaped driveway to Parcel 289.

Orange County has agreed to subordinate its easement interests to CFX. Attached is a proposed Subordination of Easement Agreement between CFX and Orange County. The form of the agreement has been reviewed and approved by both the Orange County Public Works Department and the County Attorney's Office.

Discussed ensued.

A motion was made by Ms. Botts and seconded by Mr. Sheahan to recommend to the Board approval of the Subordination of Drainage Easement Agreement for Project 429-205.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote.

Item 8: OTHER BUSINESS

Mr. Hudson advised the Committee that next Right of Way Committee Meeting would be Wednesday, January 22, 2020 at 2:00 p.m.

Item 9: ADJOURNMENT

Chairman Hudson adjourned the meeting at approximately 2:43 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: CFX Right of Way Committee Members

FROM:  Diego "Woody" Rodriguez, General Counsel

DATE: January 22, 2020

SUBJECT: AAF-Cargo Road/Narcoossee Drainage
Reinstatement and Third Amendment to Purchase and Sale Agreement
Easement Holder: GOAA
Project: 429-205
Parcels: 802B, 805 and 806

BACKGROUND

Virgin Trains USA Florida, LLC ("Virgin Trains") is developing an inter-city commercial passenger rail connection between Miami and Orlando with the Orlando terminus located at the Orlando International Airport.

Virgin Trains along with the City of Orlando ("City"), the Greater Orlando Aviation Authority ("GOAA") and CFX previously entered into a Purchase and Sale Agreement dated November 21, 2018 (referred to as the "Original Agreement" and attached in the meeting materials). The Agreement was subsequently amended by a "First Amendment" dated January 15, 2019 and a "Second Amendment" dated July 5, 2019. Both of the amendments are also attached in the meeting materials for ease of reference.

Together the documents formalize the terms and conditions whereby:

- (1) GOAA and City shall sell and convey title to the 528 Ramp Property to CFX;
- (2) CFX shall sell and convey title to the Cargo Road Ramp Property to GOAA;
- (3) City, GOAA and City shall grant easements to CFX in Easement Parcel 801, Easement Parcel 802, Easement Parcel 803, and Easement Parcel 804 (the "Original Easement Parcels"); and,
- (4) Virgin Trains to fund the various transactions.

The Original Agreement had a closing date of October 1, 2019. Virgin Train proposed an Alternate Technical Concept to GOAA that, if approved, would eliminate need for the Cargo Road Ramp Property and, as a result, CFX's need for a drainage easement in Easement Parcel 801. The parties have now negotiated new terms as part of a Third Amendment and are now proposing the following:

- (1) Two separate closings with the “First Closing” to take place by March 1, 2020 and provide for the sale of the 528 Ramp Property and the granting of easements in Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 from GOAA and City to CFX;
- (2) A Second Closing in which GOAA and City will grant the easements in the New Easement Parcels to CFX;
- (3) If required, CFX will sell the Cargo Road Ramp Property to GOAA and City and GOAA and City will grant the easement in Easement Parcel 801 to CFX;
- (4) Appraisals and purchase price as to the Cargo Road Ramp to be obtained and determined, if needed prior to the Second Closing; and,
- (5) The Second Closing to occur by December 31, 2020 with Virgin Trains again agreeing to fund the various transactions.

The requirement to sell the Cargo Road Ramp Property is tentative and would essentially be triggered if the FAA, which has ultimate authority on proposals recommended by GOAA, rejects the proposed alignment.

REQUESTED ACTION

A recommendation by the Right of Way Committee for CFX Board’s approval of the attached Reinstatement and Third Amendment to The Purchase and Sale Agreement.

ATTACHMENTS

- A. Reinstatement and Third Amendment to The Purchase and Sale Agreement
- B. Exhibit A to the Reinstatement and Third Amendment to The Purchase and Sale Agreement (Parcel 802B)
- C. Exhibit B to the Reinstatement and Third Amendment to The Purchase and Sale Agreement (Parcel 805)
- D. Exhibit C to the Reinstatement and Third Amendment to The Purchase and Sale Agreement (Parcel 806)
- E. Agreement for Purchase and Sale dated November 21, 2018
- F. First Amendment to Purchase Agreement dated January 15, 2019
- G. Second Amendment to Purchase Agreement dated July 5, 2019
- H. Drainage Easement for Parcel 803 (for informational purposes only)
- I. Drainage Easement for Parcel 804 (for informational purposes only)
- J. Drainage Easement for Parcel 802A (for informational purposes only)

**REINSTATEMENT AND THIRD AMENDMENT
TO PURCHASE AND SALE AGREEMENT**

THIS REINSTATEMENT AND THIRD AMENDMENT TO THE PURCHASE AND SALE AGREEMENT ("Third Amendment") is made and entered into as of the ___ day of _____, 2020, by and between 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, 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"), 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, and **VIRGIN TRAINS USA FLORIDA LLC**, a Delaware limited liability company (f/k/a Brightline Trains LLC (f/k/a All Aboard Florida - Operations LLC)), 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".

RECITALS

WHEREAS, 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");

WHEREAS, the Parties previously entered into a Purchase and Sale Agreement dated November 21, 2018, as amended by that certain First Amendment to Purchase and Sale Agreement dated January 15, 2019, as further amended by that certain Second Amendment to Purchase and Sale Agreement (the "Second Amendment") dated July 5, 2019 (as amended, the "Agreement") formalizing the terms and conditions whereby GOAA and 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 City, GOAA and City shall grant easements to CFX in Easement Parcel 801, Easement Parcel 802, Easement Parcel 803, and Easement Parcel 804 (the "Original Easement Parcels") and Rail Company shall fund the transactions;

WHEREAS, the Agreement states that the Closing at which 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 should occur on or before October 1, 2019, unless extended by written agreement approved by the City, GOAA, and CFX, through the Mayor, Chief Executive Officer, and Executive Director, respectively;

WHEREAS, Rail Company has proposed an Alternate Technical Concept to GOAA that, if approved, will eliminate need for the Cargo Road Ramp Property and, as a result, CFX's need for a drainage easement in Easement Parcel 801;

WHEREAS, the Parties have determined that GOAA and City shall grant easements to CFX in the easement parcel described on Exhibit A (“Easement Parcel 802B”), in the easement parcel described on Exhibit B (“Easement Parcel 805”), and in the easement parcel described on Exhibit C (“Easement Parcel 806”), (which together are described as the “New Easement Parcels”) and Rail Company shall fund the transactions; and

WHEREAS, the parties desire to extend the deadline for, and bifurcate the Closing, as defined in the Agreement, to allow for the sale of the 528 Ramp Property and the granting of easements in Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 from GOAA and City to CFX (the “First Closing”) to occur prior to and separate from GOAA and City granting the easement in the New Easement Parcels to CFX and, if required, CFX’s sale of the Cargo Road Ramp Property to GOAA and City, and GOAA and City granting the easement in Easement Parcel 801 to CFX (the “Second Closing”), all in accordance with the terms and conditions set forth in the Agreement, as modified by this Third Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, CFX, Rail Company, GOAA, and City hereby covenant and agree as follows:

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

2. Appraisal and Purchase Price. Rail Company shall follow the appraisal process set forth in the Agreement to determine the purchase price for the New Easement Parcels. Paragraph 6 with the heading “Appraisal and Purchase Price,” shall be modified as follows:

a. Under subparagraph 6(c), entitled “Easement Parcels,” the following paragraph shall be added at the end:

“The purchase price (the “New Easement Parcels Purchase Price”) to be paid by Rail Company for CFX to GOAA and City for a drainage easement in Easement Parcel 802B, Easement Parcel 805, and Easement Parcel 806 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 “New Easement Appraisals”), which New 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 the Second Closing. It is specifically acknowledged and agreed that, in preparation of the New 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 New Easement Appraisals shall utilize the FAA’s definition of Fair Market Value and are subject to FAA 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 New Easement Appraisals shall not be issued until Rail Company has reviewed and approved the New Easement Appraisals. Between thirty (30) to sixty (60) days before the Closing Date, the Rail Company, at its expense, shall obtain and deliver to City, Rail Company and GOAA the New Easement Appraisals and review certification as to Easement Parcel 802B, Easement Parcel 805 and Easement Parcel 806.”

- b. Subparagraph 6(d) entitled “Set-off” will be deleted in its entirety and replaced with the following:

“(d) Purchase Price. At the First Closing, Rail Company shall pay the 528 Ramp Property Purchase Price to GOAA, and the purchase price for Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 to GOAA. At the Second Closing, Rail Company shall pay the purchase price for the New Easement Parcels (Easement Parcel 802B, Easement Parcel 805 and Easement Parcel 806) to GOAA and, if applicable, Rail Company shall pay the Cargo Road Purchase Price to CFX and the purchase price for Easement Parcel 801 to GOAA.”

- 3. Closing. Section 10(a) and Paragraph 4 of the Second Amendment are deleted and replaced with the following paragraph:

“The First Closing, as defined above, shall occur on or before March 1, 2020 (the “First Closing Date”), subject to the satisfaction of the conditions precedent as set forth in the Agreement, including obtaining the required Deed of Release from the FAA, unless extended by written agreement approved by the City, GOAA, and CFX, through the Mayor, Chief Executive Officer, and Executive Director, respectively. The Second Closing, as defined above, shall occur on or before December 31, 2020 (the “Second Closing Date”), subject to the satisfaction of the conditions precedent, including obtaining the required Deed of Release from the FAA as to the New Easement Parcels, 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 GOAA rejects the Alternative Technical Concept and the Second Closing does not occur on or before the Second Closing Date, as may be extended, then CFX’s obligation to sell and convey the Cargo Road Ramp Property to GOAA and the City, and GOAA and City’s obligation to grant the easement in Easement Parcel 801 to CFX shall automatically terminate and the Agreement shall be modified as set forth below in subparagraphs 5(a) through 5(l).”

- 4. Evidence of Title. The following paragraph shall be added to Section 9 of the Agreement:

(e) New Easement Parcels. Prior to March 30, 2020, 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 “New 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 New CFX Commitment shall be attached thereto. The New 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 New Easement Parcels in an amount satisfactory to CFX. In addition, Rail Company shall provide a survey of the New 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 thirty (30) 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 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 thirty (30) 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)."

5. Ratification. Except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

6. Counterparts; Email Signatures. This Third Amendment may be executed in any number of counterparts, each of which shall be considered an original, and all of such counterparts shall constitute one amendment. To facilitate execution of this Second Amendment, any of the Parties may execute and exchange by e-mail as a portable document format or other electronic imaging, counterparts of the signature page, which shall be deemed original signatures for all purposes.

[SIGNATURE PAGES TO FOLLOW]

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

“CITY”

CITY OF ORLANDO, FLORIDA, a Florida municipal corporation

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 _____, 2020.

By: _____

City Attorney
Roy Payne

**“GOAA”
GREATER ORLANDO AVIATION AUTHORITY**

ATTEST:

Dayci S. Burnette-Snyder,
Assistant Secretary

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

Date: _____, 2020

APPROVED AS TO FORM AND LEGALITY this
____ day of _____, 2020, 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.

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

ATTEST:

Regla (“Mimi”) Lamuate
Board Services Coordinator

By: _____
Laura Kelley, Executive Director

Date: _____, 2020

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

By: _____

Print Name: _____

Date: _____, 2020

**“RAIL COMPANY”
VIRGIN TRAINS USA FLORIDA LLC**

ATTEST:

Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____
Dated: _____, 2020

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT A
EASEMENT PARCEL 802B

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT NO.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #802 Part B
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 6"x6" concrete monument (no identification) marking the Northeast Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence S 00°22'19" E, along the East line of the Northeast 1/4 of said Section 34, a distance of 589.13 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 per Orlando Orange County Expressway Authority Goldenrod Road Extension Project 903 Right of Way Map; thence run along said southerly Limited Access Right-of-Way Line the following two courses and distances: thence N 76°11'34" W, a distance of 507.78 feet; thence N 80°13'05" W, a distance of 39.30 feet; thence departing said southerly Limited Access Right-of-Way line run S 11°28'31" W, a distance of 66.64 feet to the **POINT OF BEGINNING**; thence S 11°28'31" W, a distance of 20.40 feet; thence run N 78°18'15" W, a distance of 23.07 feet; thence N 11°28'54" E, a distance of 20.40 feet; thence run S 78°18'15" E, a distance of 23.07 feet to the **POINT OF BEGINNING**.

Containing 471 square feet or 0.011 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 East line of the Northeast 1/4 of Section 34, Township 23 South, Range 30 East as being S00°22'19"E. 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:

- OOCEA = Orlando Orange County Expressway Authority
- (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 annotations shown hereon.

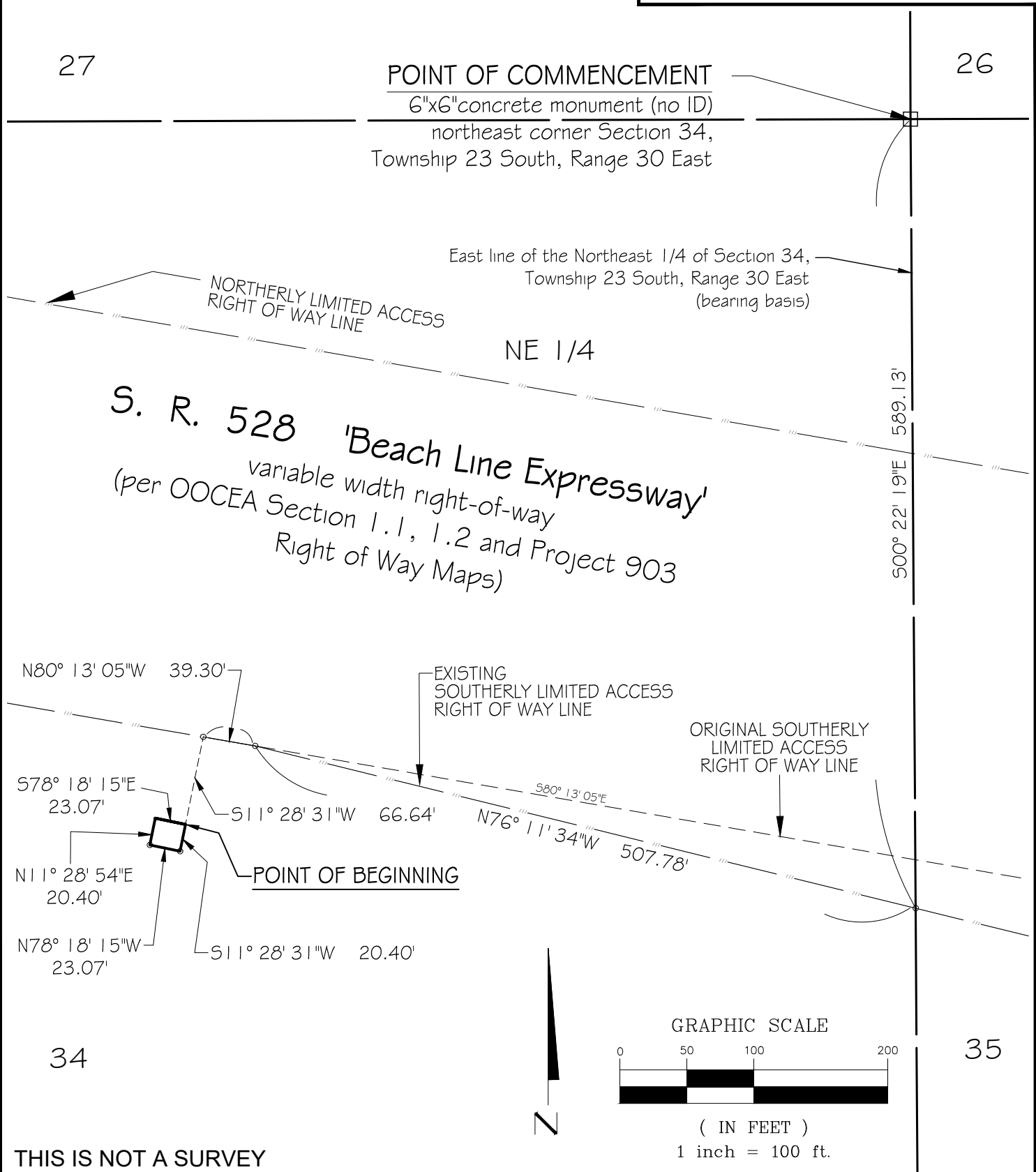
Robert M. Jones
ROBERT MICHAEL JONES
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA
 LICENSE NO. 4201
 LAND SURVEYING

Robert M. Jones, PLS
 Florida Surveyor and Mapper, License No. LS-0004201

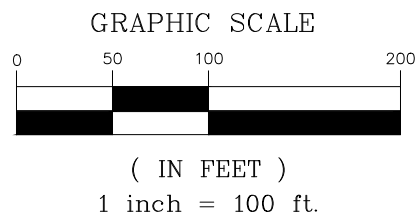
THIS IS NOT A SURVEY

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.802 in OIA_Part B.dwg			1/13/2020	TW
				addressed CFX comments	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT NO.: 528-1240
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #802 Part B
 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.802 in OIA Part B.dwg	1/13/2020	TW	
			addressed CFX comments	

P:\63742015\6374150802 - AAF - GONIA and CFX ROW\Tony Waters\CFX Drainage Easements 802-806\CFX Drainage Area No. 802 in OIA Part B.dwg, 1/13/2020 7:48:09 AM, AutoCAD PDF (General Documentation).pc3

EXHIBIT B
EASEMENT PARCEL 805

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT NO.: 528-1240
PARCEL: CFX DRAINAGE EASEMENT AT OIA #805
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in Section 36, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

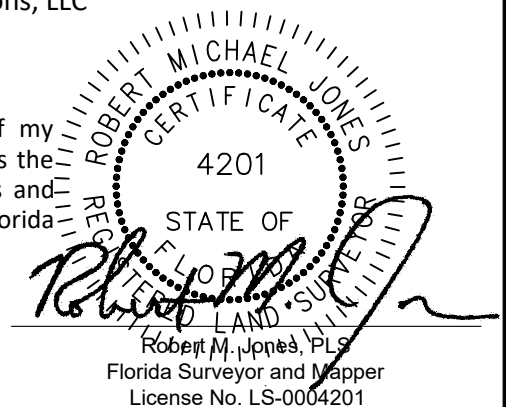
Commence at a 6" x 6" concrete monument marking the Northeast Corner of Section 35, Township 23 South, Range 30 East, Orange County, Florida; thence run S00°06'56"E, along the East line of the Northeast 1/4 of said Section 35, a distance of 1250.09 feet to the existing Southerly Limited Access Right-of-Way Line of State Road 528 per Orlando Orange County Expressway Authority Section 1.2 Right of Way Map; thence Easterly along said Southerly Limited Access Right-of-Way Line S89°53'39"E, a distance of 528.03 feet to the **POINT OF BEGINNING** of the herein described parcel; thence continue along said Southerly Limited Access Right-of-Way Line, S89°53'39"E, a distance of 25.00 feet; thence departing said Southerly Limited Access Right-of-Way Line S00°31'44"W, a distance of 113.48 feet; thence N89°31'40"W, a distance of 25.00 feet; thence N00°31'44"E, a distance of 113.32 feet to the Southerly Limited Access Right-of-Way Line of State Road 528 and the **POINT OF BEGINNING**.

Containing 2835 square feet or 0.065 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 East line of the Northeast 1/4 of Section 35, Township 23 South, Range 30 East as being South 00°06'56" 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. This legal description and sketch is certified to: All Aboard Florida-Operations, LLC

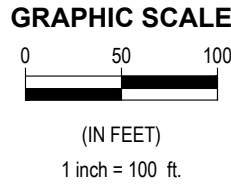
I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.



THIS IS NOT A SURVEY

PROJECT TITLE: <i>Sketch of Description</i> CFX Drainage Parcel 805 Section 36, Township 23 South, Range 30 East City of Orlando, Orange County, Florida	1/13/2020	TW	Added CFX review comments	
	DATE	BY	DESCRIPTION	
 Wood Environment & Infrastructure Solutions, Inc. 550 Northlake Boulevard, Suite 1000 Altamonte Springs, FL 32701 USA Phone: (407) 522-7570 www.woodplc.com Certificate of Authorization Number LB-0007932	REVISION			
	DRAWN BY:	TW	CHKD. BY: RMJ	
	DATE:	12/09/2019	DATE:	12/09/2019
	JOB No. 6374150802	SCALE: N/A	SHT. 1 OF 2	
DRAWING NAME: CFX Drainage Easements 805.dwg				

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT NO.: 528-1240
 PARCEL: CFX DRAINAGE EASEMENT AT OIA #805
 ESTATE: PERMANENT DRAINAGE EASEMENT**



35 36
POINT OF COMMENCEMENT
 6"x6" concrete monument
 northeast corner Section 35,
 Township 23 South, Range 30 East

1250.09'

S00° 06' 56"E

LEGEND:

- AAF = All Aboard Florida
- ORB = Official Records Book
- S.R. = State Road
- C.R. = County Road
- CFX = Central Florida Expressway Authority
- ||--- = Limited Access Right-of-way line
- RLSE = All Aboard Florida Rail line slope easement
- RLE = All Aboard Florida Rail line easement
- OOCEA = Orlando Orange County Expressway Authority
- CS = Point of change from circular curve to spiral curve
- TRK = Track
- ST = Point of change from spiral curve to tangent

East line of the Northeast 1/4 of Section 35,
 Township 23 South, Range 30 East
 (Bearing Basis)

S. R. 528 "Beach Line Expressway"
 300' wide Right of Way (per OOCEA Section 1.2 Right of Way Map)

Existing Southerly Limited Access
 Right of Way line per OOCEA Map Section 1.2

S89° 53' 39"E 25.00'
Point of Beginning

S89° 53' 39"E 528.03'

N00° 31' 44"E 113.32'

TS TRK 2 5494+67.16

RLSE 80 I

SC TRK 2 5495+91.16

RLSE 85 I

N89° 31' 40"W 25.00'

S00° 31' 44"W 113.48'

RLSE 852

THIS IS NOT A SURVEY

PROJECT TITLE:

**Sketch of Description
 CFX Drainage Parcel 805**
 Section 36, Township 23 South, Range 30 East
 City of Orlando, Orange County, Florida

1/13/2020 TW Added CFX review comments

DATE BY DESCRIPTION

REVISION

DRAWN BY: TW CHKD. BY: RMJ
 DATE: 12/09/2019 DATE: 12/09/2019

JOB No. SCALE: SHT. 2
 6374150802 1" = 100' OF 2

DRAWING NAME: CFX Drainage Easements 805.dwg

Wood Environment & Infrastructure Solutions, Inc.

550 Northlake Boulevard, Suite 1000
 Altamonte Springs, FL 32701 USA
 Phone: (407) 522-7570
 www.woodplc.com

Certificate of Authorization Number LB-0007932



EXHIBIT C
EASEMENT PARCEL 806

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT NO.: 528-1240
PARCEL: CFX DRAINAGE EASEMENT AT OIA #806
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in Section 36, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

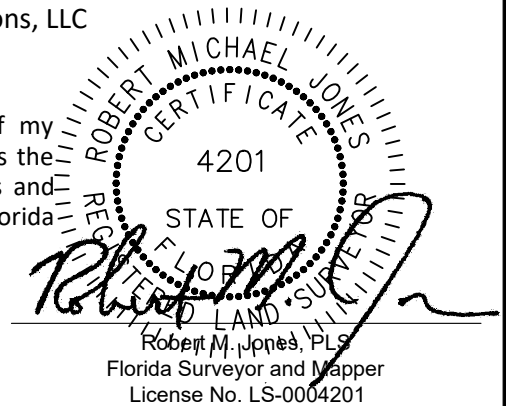
Commence at a 6" x 6" concrete monument marking the Northeast Corner of Section 35, Township 23 South, Range 30 East, Orange County, Florida; thence run S00°06'56"E, along the East line of the Northeast 1/4 of said Section 35, a distance of 1250.09 feet to the existing Southerly Limited Access Right-of-Way Line of State Road 528 per Orlando Orange County Expressway Authority Section 1.2 Right of Way Map; thence Easterly along said Southerly Limited Access Right-of-Way Line S89°53'39"E, a distance of 894.83 feet to the Northwest corner of Parcel 907-801, Part A as described in document 20180748072 of the Public Records of Orange County, Florida; thence departing said Southerly Limited Access Right-of-Way Line S00°06'21"W, along the West line of said parcel, a distance of 37.50 feet to the **POINT OF BEGINNING** of the herein described parcel; thence S89°53'39"E, along the South line of said parcel, a distance of 25.50 feet to the Southeast corner of said parcel; thence departing said parcel line S00°06'21"W, a distance of 77.58 feet; thence N89°53'39"W, a distance of 25.50 feet; thence N00°06'21"E, a distance of 77.58 feet to the **POINT OF BEGINNING**.

Containing 1978 square feet or 0.045 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 East line of the Northeast 1/4 of Section 35, Township 23 South, Range 30 East as being South 00°06'56" 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. This legal description and sketch is certified to: All Aboard Florida-Operations, LLC

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.

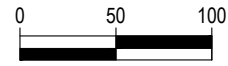


THIS IS NOT A SURVEY

PROJECT TITLE: <i>Sketch of Description</i> CFX Drainage Parcel 806 Section 36, Township 23 South, Range 30 East City of Orlando, Orange County, Florida	1/13/2020	TW	Added CFX review comments	
	DATE	BY	DESCRIPTION	
 Wood Environment & Infrastructure Solutions, Inc. 550 Northlake Boulevard, Suite 1000 Altamonte Springs, FL 32701 USA Phone: (407) 522-7570 www.woodplc.com Certificate of Authorization Number LB-0007932	REVISION			
	DRAWN BY:	TW	CHKD. BY: RMJ	
	DATE:	12/09/2019	DATE:	12/09/2019
	JOB No. 6374150802	SCALE: N/A	SHT. 1 OF 2	
DRAWING NAME: CFX Drainage Easement 806.dwg				

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT NO.: 528-1240
 PARCEL: CFX DRAINAGE EASEMENT AT OIA #806
 ESTATE: PERMANENT DRAINAGE EASEMENT**

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

NORTH

35 → 36

POINT OF COMMENCEMENT
 6"x6" concrete monument
 northeast corner Section 35,
 Township 23 South, Range 30 East

1250.09'
 S00° 06' 56"E

LEGEND:

- AAF = All Aboard Florida
- ORB = Official Records Book
- S.R. = State Road
- C.R. = County Road
- CFX = Central Florida Expressway Authority
- ||--- = Limited Access Right-of-way line
- RLSE = All Aboard Florida Rail line slope easement
- RLE = All Aboard Florida Rail line easement
- OOCEA = Orlando Orange County Expressway Authority
- CS = Point of change from circular curve to spiral curve
- TRK = Track
- ST = Point of change from spiral curve to tangent

S. R. 528 "Beach Line Expressway"
 300' wide Right of Way (per OOCEA Section 1.2 Right of Way Map)

East line of the Northeast 1/4 of Section 35,
 Township 23 South, Range 30 East
 (Bearing Basis)

Existing Southerly Limited Access
 Right of Way line per OOCEA Map Section 1.2

Point of Beginning

(west line)
 S00° 06' 21"W
 37.50'

Parcel 907-801 Part A
 Document No. 20180748072

S89° 53' 39"E 894.83'

(south line)
S89° 53' 39"E
25.50'

(N.W.
 Corner)

(S.E. Corner)

5500+00

5500+00

RLE 801

RLSE 851

N00° 06' 21"E 77.58'

N89° 53' 39"W 25.50'

S00° 06' 21"W 77.58'

THIS IS NOT A SURVEY

PROJECT TITLE: Sketch of Description CFX Drainage Parcel 806 Section 36, Township 23 South, Range 30 East City of Orlando, Orange County, Florida	1/13/2020	TW	Added CFX review comments
	DATE	BY	DESCRIPTION
Wood Environment & Infrastructure Solutions, Inc. 550 Northlake Boulevard, Suite 1000 Altamonte Springs, FL 32701 USA Phone: (407) 522-7570 www.woodplc.com Certificate of Authorization Number LB-0007932	REVISION		
	DRAWN BY: TW	CHKD. BY: RMJ	
	DATE: 12/09/2019	DATE: 12/09/2019	
	JOB No. 6374150802	SCALE: 1" = 100'	SHT. 2 OF 2
	DRAWING NAME: CFX Drainage Easement 806.dwg		





MARCHENA AND GRAHAM, P.A.

MARCOS R. MARCHENA
KEITH A. GRAHAM
YOVANNIE RODRIGUEZ
CHRISTOPHER J. WILSON

976 LAKE BALDWIN LANE, SUITE 101
ORLANDO, FL 32814
TELEPHONE: (407) 658-8566
TELECOPIER: (407) 281-8564

MEREDITH WEBER HAMMOCK
JESSICA A. MAUGERI
ANNE VAN DEN BERG
SHANNON M. WIGGINS

WRITER'S EMAIL: JMAUGERI@MGFIRM.COM

November 30, 2018

'18 DEC 3 am 11:49

VIA FEDERAL EXPRESS

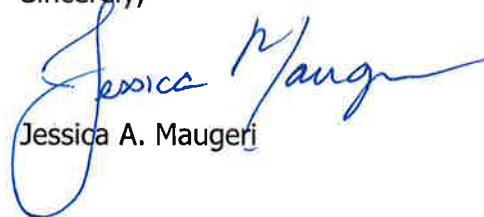
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn.: Linda Lanosa
Deputy General Counsel

Re: Purchase and Sale Agreement by and between the Greater Orlando Aviation Authority, Central Florida Expressway Authority, the City of Orlando and All Aboard Florida – Operations, LLC

Dear Ms. Lanosa,

Enclosed please find a fully-executed original of the above-referenced Agreement. If you have any questions, please do not hesitate to contact our office.

Sincerely,



Jessica A. Maugeri

JAM/lac
Enclosure

Linda Lanosa

From: Jessica Maugeri <jmaugeri@mgfirm.com>
Sent: Tuesday, December 04, 2018 12:22 PM
To: Linda Lanosa; Christopher Wilson
Cc: dkeeter@dewberry.com
Subject: RE: 528-1240, Purchase and Sale Agreement (PSA)

Linda,

I did see your handwritten changes to Exhibit "H" and are ok with you modifying your fully-executed original to include the same change. Once it comes time to close, we will make sure that the deed executed at closing includes the handwritten revisions to the form of the Deed in Exhibit "H" to the PSA. Is this plan acceptable to you?

Thank you,

Jessica A. Maugeri, Esq.

Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, FL 32814
Tel: 407-658-8566
Fax: 407-281-8564
E-mail: jmaugeri@mgfirm.com

Donal *CB*



MARCHENA&GRAHAM PA

The information contained in this E-mail and/or attachments is intended only for the personal and confidential use of the intended recipient. This message may be an attorney-client communication, and as such is privileged and confidential. If the reader of this message is not the intended recipient(s) or an agent responsible for delivering it to the intended recipient(s), you are hereby notified that you have received this document in error. Any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you.

IRS CIRCULAR 230 DISCLOSURE Under regulations issued by the U.S. Treasury, to the extent that tax advice is contained in this communication (or any attachment or enclosure hereto), you are advised that such tax advice is not intended or written to be used, and cannot be used by you, or any other party to whom this correspondence is shown, for the purpose of: (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing or recommending the tax advice addressed herein to any other party.

From: Linda Lanosa <Linda.Lanosa@cfxway.com>
Sent: Monday, December 3, 2018 4:12 PM
To: Christopher Wilson <cwilson@mgfirm.com>; Jessica Maugeri <jmaugeri@mgfirm.com>
Cc: dkeeter@dewberry.com
Subject: RE: 528-1240, Purchase and Sale Agreement (PSA)

Chris and Jessica,

Thank you for sending me a fully-executed original PSA. Unfortunately, Exhibit H did not include the correct form of the Special Warranty Deed showing a reservation of limited access (L/A) rights. Exhibit H should have stated that L/A rights are being reserved, not conveyed. This will allow the L/A lines being reestablished to be reserved. The L/A lines that will be released will be addressed through the filing of a separate notice of release, which notice was not incorporated into the PSA.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into as of the 21st day of November, 2018, by and between 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, 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”), 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, and **ALL ABOARD FLORIDA – OPERATIONS LLC**, 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”.

WITNESSETH:

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 2.28 acres, being more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “528 Ramp Property”); and

WHEREAS, 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

WHEREAS, 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 “B”** attached hereto and incorporated herein by this reference (the “Cargo Road Ramp Property”); and

STATE ROAD 528
CFX PROJECT: 528-1240

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 "C"** attached hereto and incorporated herein by this reference ("Easement Parcel 801"); 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 "D"** attached hereto and incorporated herein by this reference ("Easement Parcel 802"); 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 "E"** attached hereto and incorporated herein by this reference ("Easement Parcel 803"); 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 "F"** attached hereto and incorporated herein by this reference ("Easement Parcel 804"); and

WHEREAS, 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

WHEREAS, 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 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

WHEREAS, 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

WHEREAS, 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

WHEREAS, 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

WHEREAS, 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

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; and

WHEREAS, 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;

NOW THEREFORE, 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. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Agreement to Convey 528 Ramp Property**. 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 "G."**
3. **Agreement to Convey Cargo Road Ramp Property**. 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 "H."**
4. **Agreement to Convey Easements on Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804**. 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 "I."**
5. **Agreement to Fund the Purchase Price**. 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(h).

6. **Appraisal and Purchase Price.**

(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

STATE ROAD 528
CFX PROJECT: 528-1240

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 **January 22, 2014** 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. **Right of Entry; Insurance.**

(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

STATE ROAD 528
CFX PROJECT: 528-1240

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. Evidence of Title.

(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 "J,"** 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 "K,"** 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 AND 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 AND WITH ALL FAULTS**" and that City and GOAA have disclaimed herein any and all warranties, express or implied.

10. **Closing Date, Closing Procedures and Requirements.**

(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 **December 31, 2018**, 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 "G"**, 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 "H"** 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

STATE ROAD 528
CFX PROJECT: 528-1240

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 "I"** 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

STATE ROAD 528
CFX PROJECT: 528-1240

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. **Warranties and Representations of 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. **Warranties and Representations of 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. **Warranties and Representations 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.

STATE ROAD 528
CFX PROJECT: 528-1240

(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. **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, 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

STATE ROAD 528
CFX PROJECT: 528-1240

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. **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 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.

STATE ROAD 528
CFX PROJECT: 528-1240

RAIL COMPANY: ALL ABOARD FLORIDA – OPERATIONS LLC
2855 LeJeune Road, 4th Floor
Coral Gables, FL 33134
Attention: P. Michael Reininger

Copy to: ALL ABOARD FLORIDA – OPERATIONS LLC
2855 LeJeune Road, 4th Floor
Coral Gables, FL 33134
Attention: Kolleen Cobb

Copy to: AKERMAN LLP
350 East Las Olas Boulevard, Suite 1600
Fort Lauderdale, FL 33301
Attention: Eric D. Rapkin

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.

16. **General Provisions.** No failure of any 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 any party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto with respect to the subject matter of this Agreement, 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 be 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. City, GOAA, 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 exclusively in the state courts of Orange County, Florida.

17. **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,

STATE ROAD 528
CFX PROJECT: 528-1240

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. **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.

19. **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..

20. **Waiver of Jury Trial.** THE PARTIES VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

21. **Radon Gas.** 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. **Release for 528 Ramp Property, Easement 801, Easement 802, Easement 803, and Easement 804.**

(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. **Release for Cargo Road Ramp Property.**

(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)

STATE ROAD 528
CFX PROJECT: 528-1240

25. **Brokerage.** 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. **FAA Requirements.** 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

STATE ROAD 528
CFX PROJECT: 528-1240

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. **Exhibits.** 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. **Warranties and Representations of Rail Company.** 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

[SIGNATURE PAGES FOLLOWING]

STATE ROAD 528
CFX PROJECT: 528-1240

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

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

ATTEST:

By: Denise Aldridge
Printed Name: Denise Aldridge
Title: City Clerk

[Official Seal]

By: Patty Sheehan
Printed Name: Patty Sheehan
Title: Mayor Pro Tem
Date: April 17, 2018

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND
RELIANCE OF THE CITY OF
ORLANDO, ONLY, THIS 21 DAY OF
May, 2018.

By: [Signature]
City Attorney
Printed Name: Ray Payne

“GOAA”
GREATER ORLANDO AVIATION
AUTHORITY

ATTEST:

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.

City Council Meeting: 4-16-18
Item: K-6 Documentary: 180416K06

STATE ROAD 528
CFX PROJECT: 528-1240

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

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

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.


By: _____

City Attorney

Printed Name: _____

“GOAA”
GREATER ORLANDO AVIATION
AUTHORITY

ATTEST:



Dayci S. Burnette-Snyder,
Assistant Secretary

By:  _____

Phillip N. Brown, A.A.E.,
Chief Executive Officer

Date: 5-29, 2018

APPROVED AS TO FORM AND
LEGALITY this 23 day of
May, 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

ATTEST:

Regia Lamaute, Executive Assistant


"CFX"
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY, a public
Corporation of the State of Florida

By: 
Laura Kelley, Executive Director

Date: Nov. 21, 2018

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

Counsel.

By: 
Print: Linda S.B. Lanosa
Date: Nov. 21, 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

**“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: Kathleen Cobb
Title: Vice President
Dated: 2/21, 2018

WITNESSES:


Print Name: Belcanna Hernandez

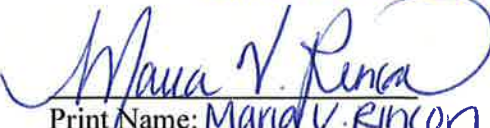

Print Name: Maria V. Rincon

EXHIBIT "A"
(528 RAMP PROPERTY)

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 03°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.

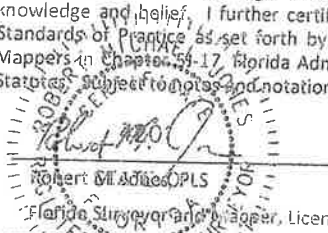
LEGEND:

- (C) = Calculated
- (D) = Deed
- (M) = Measured
- (P) = Plat
- Q.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
- 1/4 = 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-536539A-1-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

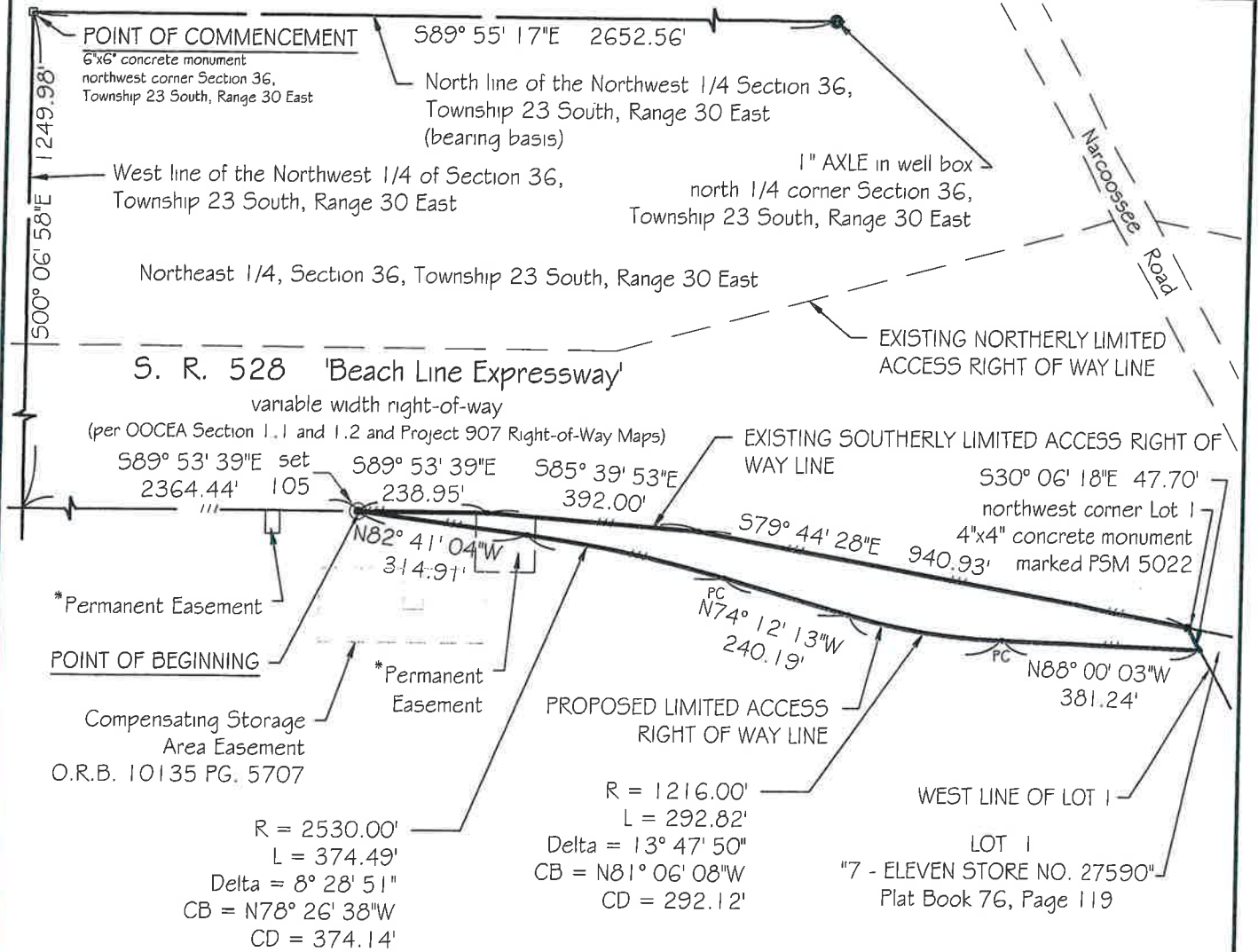
I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes, subject to notes and notations shown hereon.



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) 522-7670		REVISIONS
DRAWN BY: PEW	AMEC JOB No 6374150802	Certificate of Authorization Number LB-0007632		DATE: 3P
APPROVED BY: RMJ				ISSUED DATE: 11/24/15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: 100
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE



*Permanent Easement

POINT OF BEGINNING

Compensating Storage Area Easement
 O.R.B. 10135 PG. 5707

R = 2530.00'
 L = 374.49'
 Delta = 8° 28' 51"
 CB = N78° 26' 38\"W
 CD = 374.14'

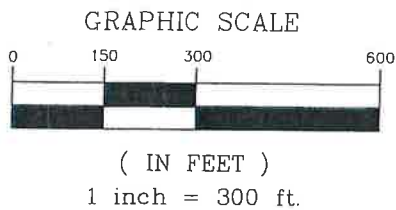
PROPOSED LIMITED ACCESS RIGHT OF WAY LINE

R = 1216.00'
 L = 292.82'
 Delta = 13° 47' 50"
 CB = N81° 06' 08\"W
 CD = 292.12'

WEST LINE OF LOT 1

LOT 1
 "7 - ELEVEN STORE NO. 27590"
 Plat Book 76, Page 119

* 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		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802	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	DATE	BY
APPROVED BY: RMJ			DATE	BY
			DRAWING NAME: CFX of CDAA-2 3-24.dwg	

EXHIBIT "B"
(CARGO ROAD RAMP PROPERTY)

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 90° Nail marking the Northwest Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 06°08'10" East, along the West line of the Northwest 1/4 of said Section 34, a distance of 2917.36 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 as described in Official Records Book 3313 at Page 1077 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 64.53 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 126 east" as described in Official Records Book 10401 at Page 5089 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 26.08 feet to said existing southerly Limited Access Right-of-Way Line; thence run South 06°42'35" 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 9063 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.

6. A Commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539A-C4-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 57-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

LEGEND:

- CC - Calculated
- DB - Dead
- MM - Measured
- PL - Plat
- O.R.B. - Official Records Book
- Pa - Page
- R - Radius
- L - Length of curve (arc distance)
- CD - Chord distance
- CA - Central angle
- CB - Chord Bearing
- ID - Identification
- L - Line Not to Scale
- PIC - Parcel Identification Number
- S.R. - State Road
- CFE - Central Florida Expressway Authority
- R/W - Right-of-Way
- C - Centerline
- LAL - Limited Access Right-of-Way
- PO - Point of Curvature
- PI - Point of Intersection
- POC - Point of Curvature of Circle
- PRC - Point of Radius Curvature
- NT - Non-Tangent
- CM - Concrete Monument
- - Section 1/4
- - 1/4 Section 1/4



THIS IS NOT A SURVEY

Florida Surveyor and Mapper, License No. 13-0004201

FOR ALL AROUND FLORIDA

LEGAL DESCRIPTION and SKETCH

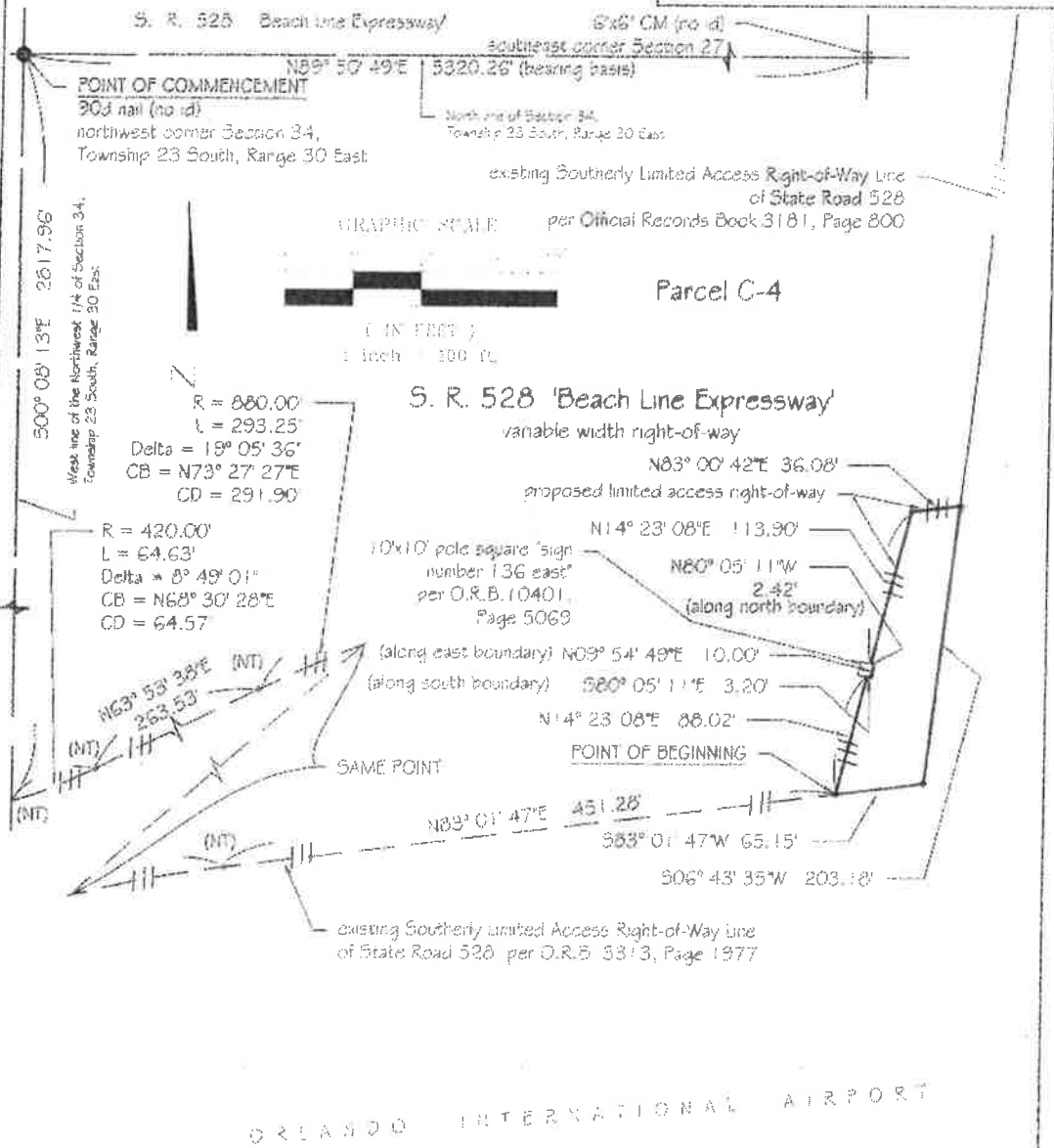
DESIGNED BY: PNTB DATE: 11/24/2015

AMEC Environment & Infrastructure, Inc.

DRAWN BY: PEW AMEC JOB NO. 07/15/0007

APPROVED BY: RML

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

DESIGNED BY: HNTB DATE: 11/24/09

DRAWN BY: PEW AMEC JOB No.: 637190502

APPROVED BY: RMJ

LEGAL DESCRIPTION and SKETCH
 AMEC Environment & Infrastructure, Inc.
 2005 S. Orange Avenue
 Suite 200
 Orlando, FL 32801 USA
 Phone: 407.251.1234
 Fax: 407.251.1235
 Email: info@amec.com

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-000
PARCEL No.: C-4 (PARTIAL)
PURPOSE: LIMITED ACCESS RIGHTS RELEASE

Release of a portion of the Limited Access Rights along State Road 528 as shown on Orlando-Orange County Expressway Authority (OOCEA) Right-of-Way Map "AIRPORT INTERCHANGE - BEE LINE IMPROVEMENTS" and OOCEA Specific Purpose Survey "STATE ROAD 528 (BEACHLINE EXPRESSWAY)", 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 2917.96 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 as described in Official Records Book 3313 at Page 1977 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 380.00 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 continue along said existing southerly Limited Access Right-of-Way Line, run North 83°01'47" East, a distance of 66.15 feet to said southerly Limited Access Right-of-Way Line as described in Official Records Book 3181 at Page 800 of said Public Records; thence run North 06°43'35" East along said existing southerly Limited Access Right-of-Way Line, a distance of 203.18 feet to the POINT OF TERMINATION.

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 at 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.
6. A Commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct 14, 2015, file number NCS-586539A-C4-ORI was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

LEGEND:

- (C) = Calculator
- (D) = Deed
- (M) = Measures
- (P) = Plat
- (O.R.B) = Official Records Book
- (P) = Page
- (R) = Radius
- (L) = Length of curve (arc distance)
- (CD) = Chord distance
- (Delta) = Central angle
- (CB) = Chord Bearing
- (ID) = Identification
- (LNS) = Line Not To Scale
- (PID) = Parcel Identification Number
- (SR) = State Road
- (CFX) = Central Florida Expressway Authority
- (RW) = Right-of-Way
- (C) = Centerline
- (LAW) = Limited Access Right-of-Way
- (PC) = Point of Curvature
- (PT) = Point of Tangency
- (PCC) = Point of Curvature Concave
- (PRC) = Point of Reverse Curvature
- (NT) = Non-Tangent
- (CM) = Curved Measurement
- (L) = Length
- (B) = Bearing

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.



THIS IS NOT A SURVEY

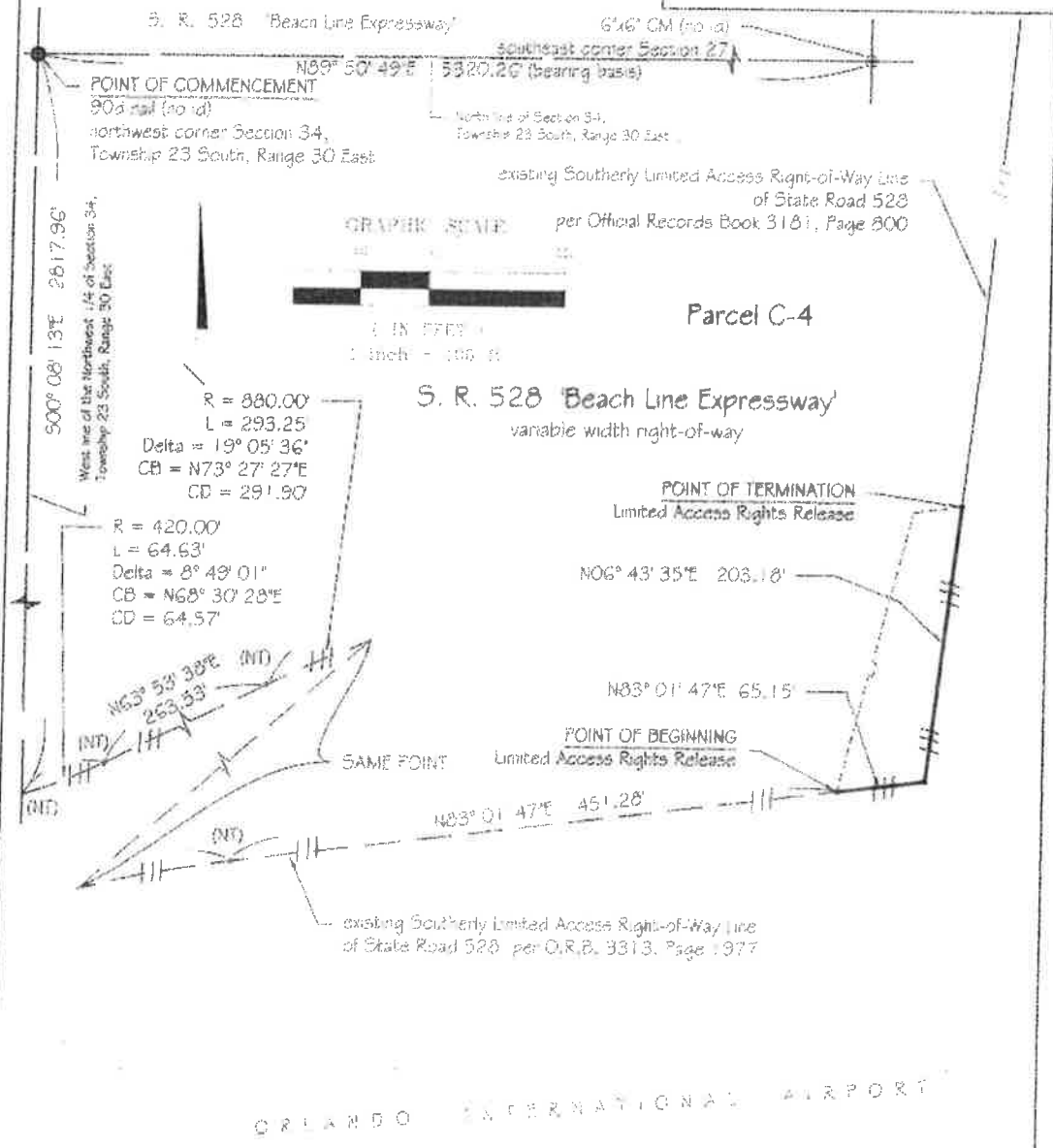
FOR ALL ABOARD FLORIDA

DESIGNED BY: HNTB DATE: 02/02/18
 DRAWN BY: PEW ANEC JOB NO.: 637-18002
 APPROVED BY: RML

LEGAL DESCRIPTION and SKETCH

AMEC Environment & Infrastructure, Inc.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: C-4 (PARTIAL)
PURPOSE: LIMITED ACCESS RIGHTS RELEASE



THIS IS NOT A SURVEY

FOR: ALI ABOARD FLORIDA

DESIGNED BY: HNI/2 DATE: 03/27/2018

DRAWN BY: PEW/1 AMEC JOB No.: 137815/000

APPROVED BY: RLL

LEGAL DESCRIPTION and SKETCH
 AMEC Environment & Infrastructure, Inc.

EXHIBIT "C"
(EASEMENT PARCEL 801)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #801
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 380.00 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 5089 of said Public Records; thence run South 80°05'11" East, a distance of 3.20 feet; thence North 09°54'48" 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 16.16 feet; thence run South 82°34'56" East, a distance of 41.56 feet; thence run South 59°09'29" East, a distance 86.60 feet; thence run South 17°35'33" West, a distance of 186.48 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

- 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 (90.1), 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.
- 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 MCS-586538A-2-ORI was reviewed by this firm. Schedule B-if exceptions, if any, that can be plotted are shown.

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, PID = Identification
- ST = Lines Not To Scale
- PI = Parcel Identification Number
- SR = State Road
- CFA = Central Florida Expressway Authority
- RAW = Right-of-Way
- E = Centerline
- LA = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- POC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- (M) = M section line
- etc = Number

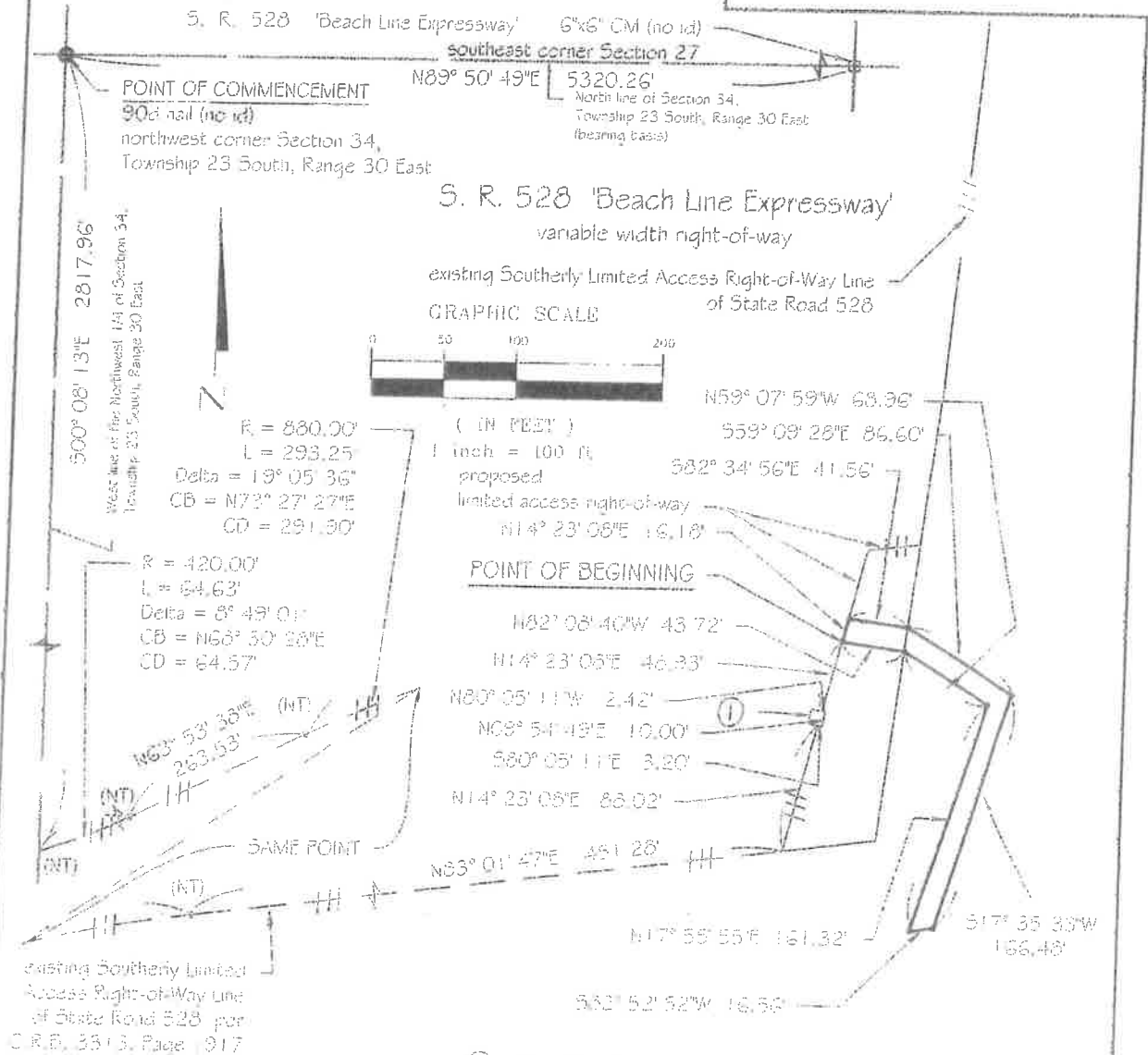
I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.



THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 1
DESIGNED BY: HNTB	DATE: 11/24/2015	Amec Foster Wheeler Environment & Infrastructure, Inc.		REVISIONS
DRAWN BY: PEW	AMEC JOB No.: 8374150802	75 E. 9th Avenue Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 325-7670		DATE: 01/15/17 BY: [Signature]
APPROVED BY: RMJ		Certificate of Authorization Number LS-0002932		DATE: 01/15/17 BY: [Signature]

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-1240
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #801
 ESTATE: PERMANENT DRAINAGE EASEMENT



① 10x10' pole square
 "sign number 136 east"
 per O.R.B. 10401, Page 5069

ORLANDO INTERNATIONAL AIRPORT

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 3 OF 3	
DESIGNED BY: HNTB	DATE: 11/24/2015	AMEC Foster Wheeler Environment & Infrastructure, Inc. 72 East Analle Street, Suite 200 Orlando, FL 32801, USA Phone: (407) 923-7570		REVISIONS	
DRAWN BY: PEW	AMEC JOB No: 8374150802			NO	DATE
APPROVED BY: RMJ		Calculate of Admittance Number LB-0007532		DATE: 11/24/2015	

**STATE ROAD 528
CFX PROJECT: 528-1240**

**EXHIBIT "D"
(EASEMENT PARCEL 802)**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #802
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 (no identification) 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 552.92 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 Right-of-Way Maps; thence run North 80°13'05" West, along said existing southerly Limited Access Right-of-Way Line, a distance of 539.44 feet to the POINT OF BEGINNING; thence departing said existing southerly Limited Access Right-of-Way line run South 11°28' 31" West, a distance of 66.64 feet; thence run North 78°18'15" West, a distance of 23.07 feet; thence run North 11°28'54" East, a distance of 65.87 feet to said existing southerly Limited Access Right-of-Way Line; thence run South 80°13'05" East, along said existing 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.

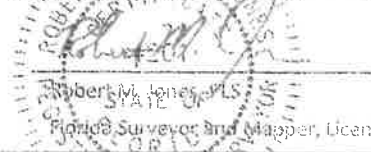
Surveyors Notes

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 east line of the northeast 1/4 of Section 34, Township 23 South, Range 30 East as being South 00°22'19" 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.
6. A Commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number MCS-566539A-2-ORI was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

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, or id = Identification
- L# = Line Not To Scale
- FID = 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
- (HT) = Non Tangent
- CM = Concrete Monument
- = section line
- - - - - = 1/4 section line
- OCCEA = Orlando Orange County Expressway Authority
- No. = Number

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 51-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

Robert M. Jones, PLS

 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.: 537-1150302	22 E. Lake Street, Suite 200 Orlando, FL 32801, USA Phone: (971) 525-2670		DATE
APPROVED BY: RMJ		Certificate of Authorization Number: LB-0001952		DRAWN AND CHECKED BY: RMJ

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-1240
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #802
 ESTATE: PERMANENT DRAINAGE EASEMENT

27

26

POINT OF COMMENCEMENT
 6"x6" concrete monument (no ID)
 northeast corner Section 34,
 Township 23 South, Range 30 East

East line of the Northeast 1/4 of Section 34,
 Township 23 South, Range 30 East
 (bearing basis)

EXISTING NORTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

S. R. 528 'Beach Line Expressway'
 variable width right-of-way
 (per OOCEA Section 1.1 and 1.2 Right-of-Way Maps)

500° 22' 19" W 552.92'

S80° 13' 05" E 23.07'

EXISTING SOUTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

N80° 13' 05" W 532.44'

POINT OF BEGINNING

S51° 28' 31" W 66.64'

N78° 18' 15" W 23.07'

N1° 28' 54" E 65.87'

34

35

GRAPHIC SCALE



(IN FEET)
 1 inch = 100 feet

THIS IS NOT A SURVEY

FOR ALL ABOARD FLORIDA

DESIGNED BY HNTB

DATE: 11/24/2015

DRAWN BY PEW

AMEC JOB No.: 6374150802

APPROVED BY RMJ

LEGAL DESCRIPTION and SKETCH

Amec Foster Wheeler Environment & Infrastructure, Inc.

27 Edge Avenue Street, Suite 200

Orlando, FL 32801 USA

Phone: (407) 823-7570

SHEET 2 OF 3

REVISIONS

DATE

BY

STATE ROAD 528
CFX PROJECT: 528-1240

EXHIBIT "E"
(EASEMENT PARCEL 803)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #803
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"xd" 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 per Orlando Orange County Expressway Authority Right-of-Way Maps, Section 1.1 and 1.2 and Project 907; thence run South 89°53'39" East, 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 said Orlando Orange County Expressway Right-of-Way Map, Project 907; thence run South 00° 06' 21" West, 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 South 89° 53' 39" East, 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 South 00° 17' 29" East, a distance of 47.30 feet; thence run South 89°58'12" West, a distance of 108.53 feet; thence run North 00°01'41" East, a distance of 47.56 feet to the POINT OF BEGINNING.

Containing 5141 square feet or 0.118 acres, more or less

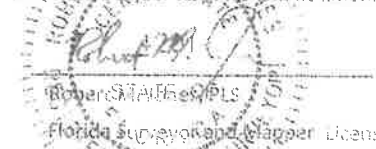
Surveyors Notes

- 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 east line of the northeast 1/4 of Section 35, Township 23 South, Range 30 East as being South 00°06'56" East. The average combined scale factor is 0.9999476.
- 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-536539A-2-ORL was reviewed by this firm. Schedule B-(i) exceptions, if any, that can be plotted are shown.

LEGEND:

- CT = Calculated
- DI = Dead
- MI = Measured
- FI = Fiat
- 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 or ID = Identification
- N.T. = Line Not To Scale
- AD = Parcel Identification Number
- S.R. = State Road
- CFX = Central Florida Expressway Authority
- R/W = Right-of-Way
- S = Centerline
- LA = 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
- OCOR = Orange Orange County
Exp. Expressway Authority
- No. = Number

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 17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes, subject to notes and notations shown hereon.


Robert Stables, 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. 637-1150802	1 East Ave. B Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 659-7870		DATE: 11/24/2015
APPROVED BY: RMJ		Certificate of Registration Number LS-0007932		DATE: 11/24/2015

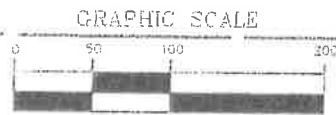
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-1240
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #803
 ESTATE: PERMANENT DRAINAGE EASEMENT

26

POINT OF COMMENCEMENT

6"x6" concrete monument
 northeast corner Section 35,
 Township 23 South, Range 30 East

25



East line of the Northeast 1/4
 of Section 35,
 Township 23 South, Range 30 East
 (bearing basis)

NORTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

S. R. 528 'Beach Line Expressway'
 variable width right-of-way
 (per OOCEA Right-of-Way Maps Section 1.1 and
 1.2 and Project 907)

SAME POINT

500° 06' 56"E
 1250.08'

Permanent Easement
 northwest corner

SOUTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

589° 53' 39"E 2583.98'

589° 53' 39"E
 108.27'
 (south line)

500° 06' 21"W 108.00'
 (west line)

POINT OF BEGINNING

southwest corner

907-801
 part c

southeast corner

Compensating Area
 Easement
 O.R.B. 10135
 PG 5707

N00° 01' 41"E
 47.80'

500° 17' 29"E
 47.30'

36

359° 58' 12"W 108.53'

* Permanent Easement as depicted on Orlando-Orange County
 Expressway Authority Right-of-Way Map Project 907

35

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA

DESIGNED BY: HNTB DATE: 11/24/2015

DRAWN BY: PEW AMEC JOB No. 3374150802

APPROVED BY: RMJ

LEGAL DESCRIPTION and SKETCH

Antec Foster Wheeler Environment & Infrastructure, Inc.

20 East Orange Street, Suite 200

Orlando, FL 32801, USA

Phone: (407) 522-7870

Certificate of Registration Number 1E-0227002

SHEET 2 OF 2

REVISIONS

DATE

BY

REVISION

EXHIBIT "F"
(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 five (5) 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 South 71°21'21" East an arc distance of 371.00 feet to the point of intersection with a non-tangent line; thence South 66°51'16" East, a distance of 98.35 feet; thence run South 66°31'16" East, 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 South 66°31'16" East, 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 South 71°57'58" East an arc distance of 380.14 feet; thence run South 77°24'41" East, a distance of 246.47 feet; thence run South 08°35'44" West, a distance of 22.89 feet to a point on a non-tangent curve with a radius of 3572.02 feet, concave to the north; thence departing said south Limited Access Right-of-Way Line, run westerly along said 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 29.46 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
- RAW = Right-of-Way
- = Centerline
- /— = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- POC = 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.
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
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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.

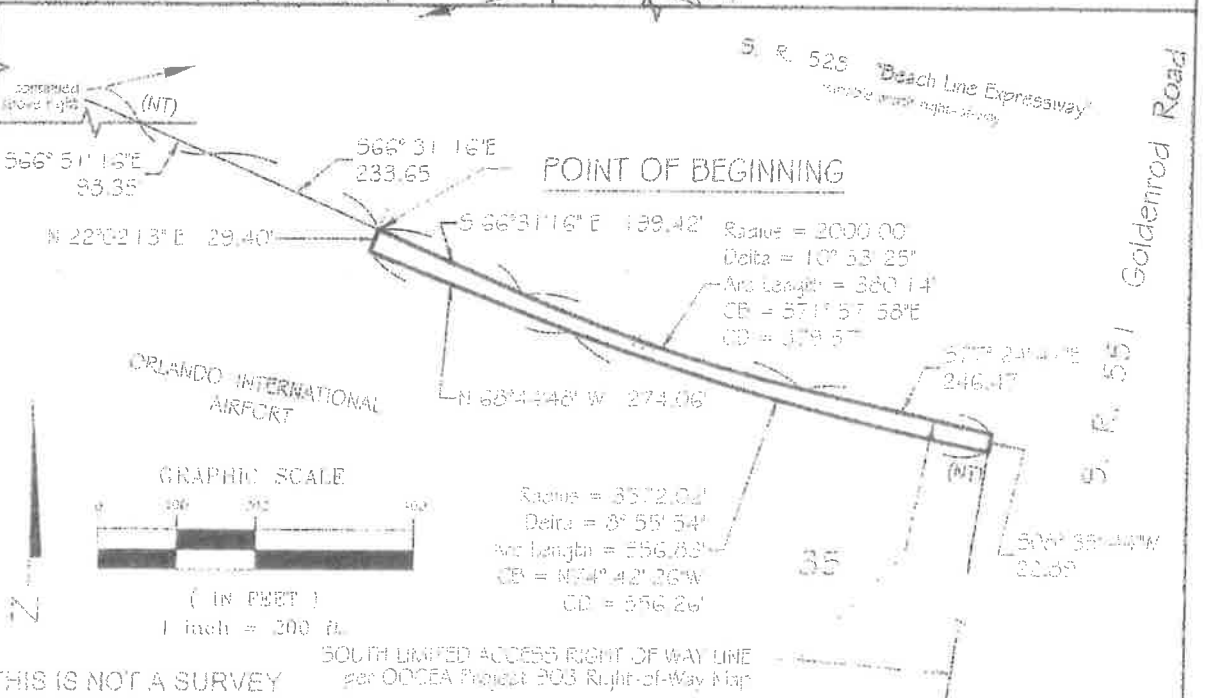
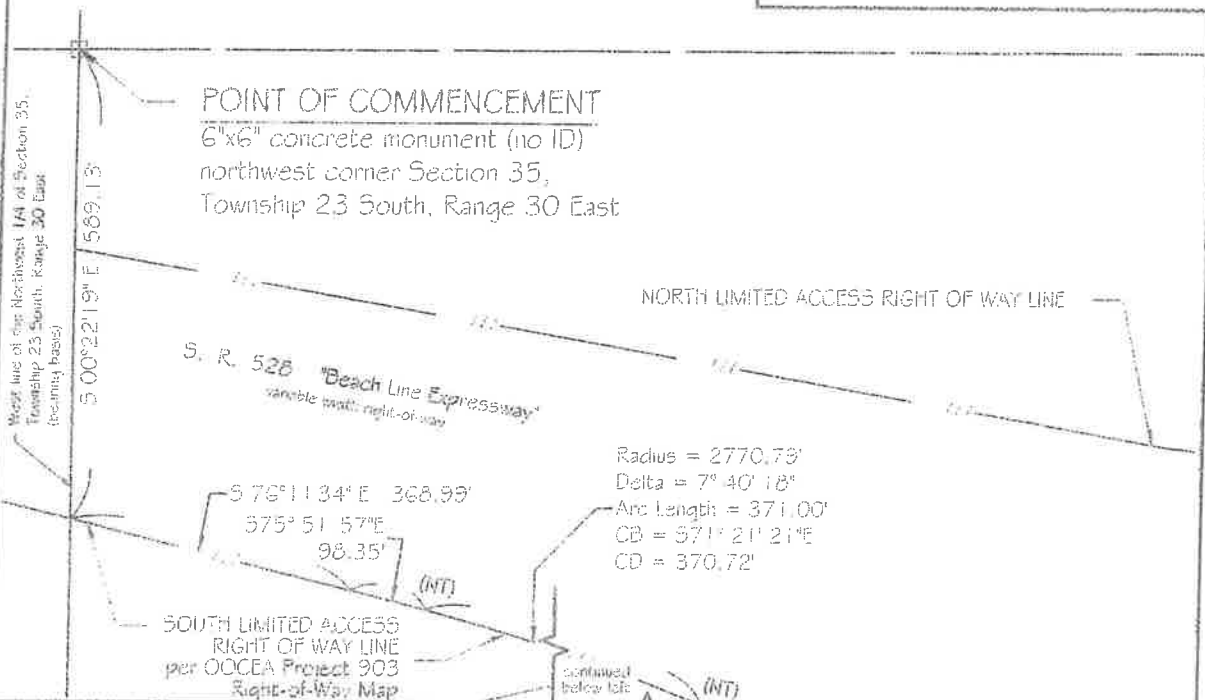
I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief; I further certify that this legal description and sketch meets the Standards of Practice, as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 51-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

Robert M. Jones, PLS
STATE OF FLORIDA
Robert M. Jones, PLS
Florida Surveyor and Mapper, License No. 1S-0004201

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2
DESIGNED BY: HNTB	DATE: 04/13/2016	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: 05
APPROVED BY: RMJ		Certificate of Authorization Number LS-0007932		

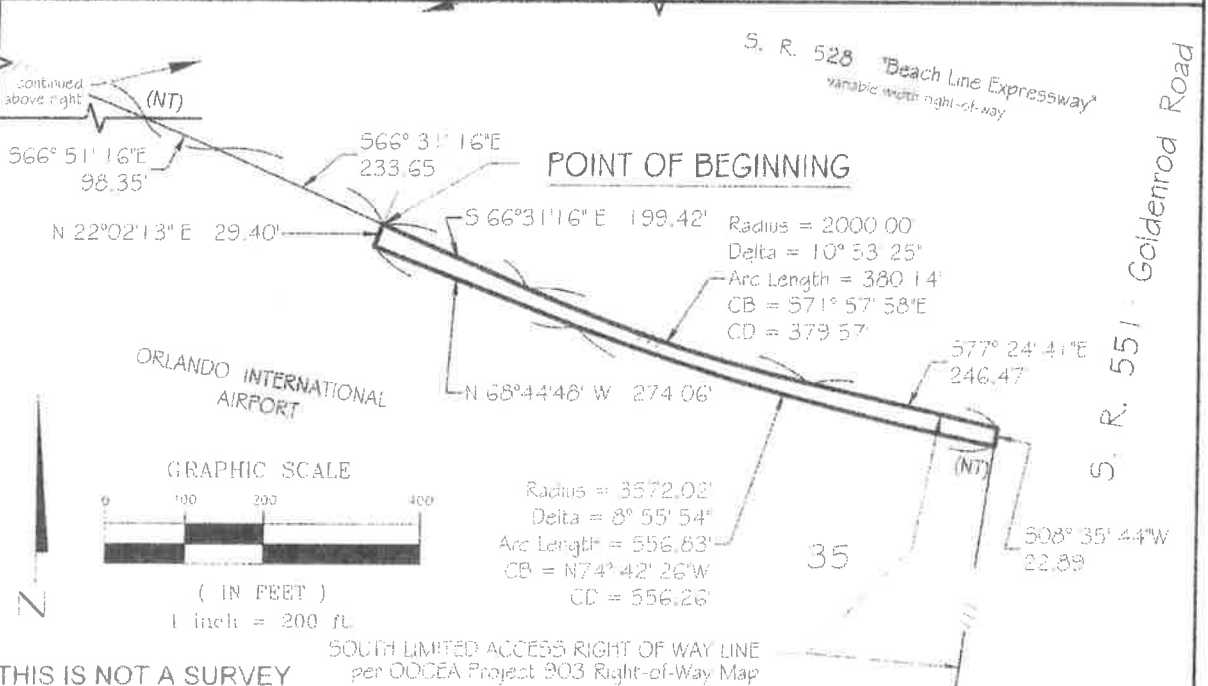
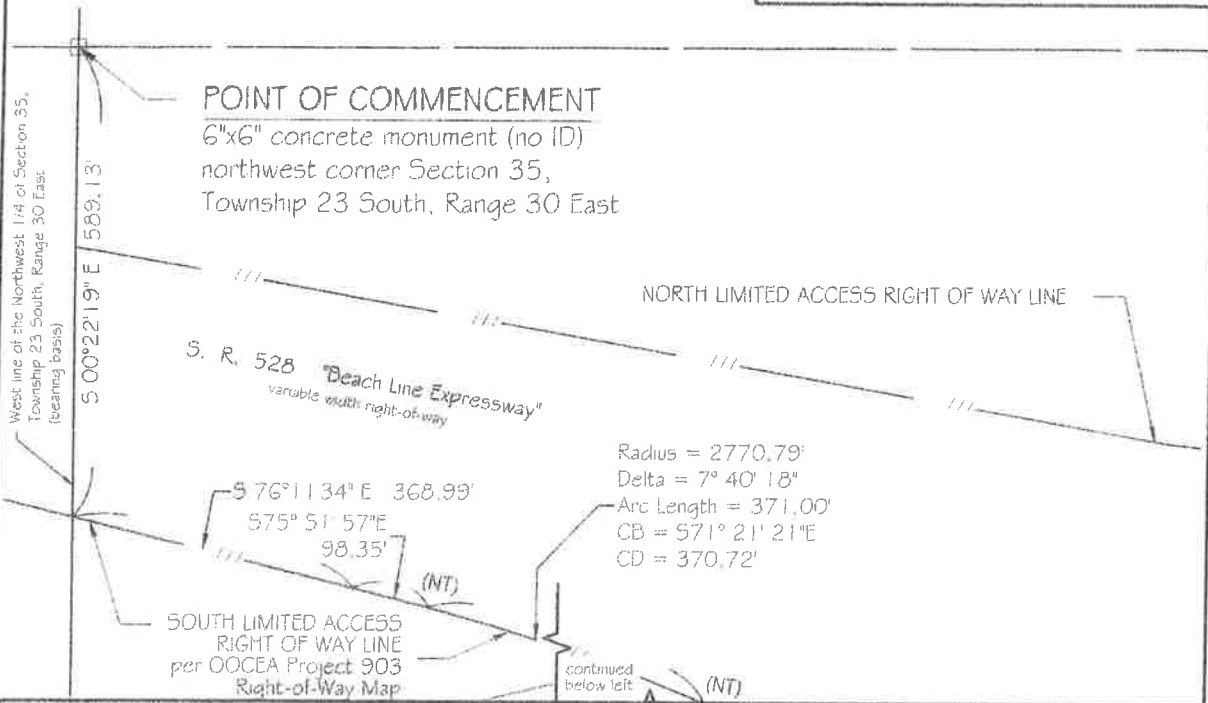
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-1240
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #804
 ESTATE: PERMANENT DRAINAGE EASEMENT



THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 04/13/2016			SECTIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150202			DATE	
APPROVED BY: RMJ				DATE	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-1240
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #804
 ESTATE: PERMANENT DRAINAGE EASEMENT



THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA	
DESIGNED BY: HNTB	DATE: 04/13/2016
DRAWN BY: PEW	AMEC JOB No.: 6374150802
APPROVED BY: RMJ	

LEGAL DESCRIPTION and SKETCH
 Amec Foster Wheeler Environment & Infrastructure, Inc.
 75 East Amelia Street, Suite 200
 Orlando, FL 32801, USA
 Phone: (407) 523-7370
 Certificate of Authorization Number: LB-DNU-7332

SHEET 2 OF 2	
REVISIONS	
DATE	BY

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:

Print Name: _____

Print Name: _____

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: _____

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 to 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.

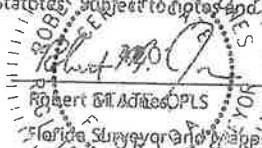
LEGEND:

- (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
- 1/4 = 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
- OCECA = 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.

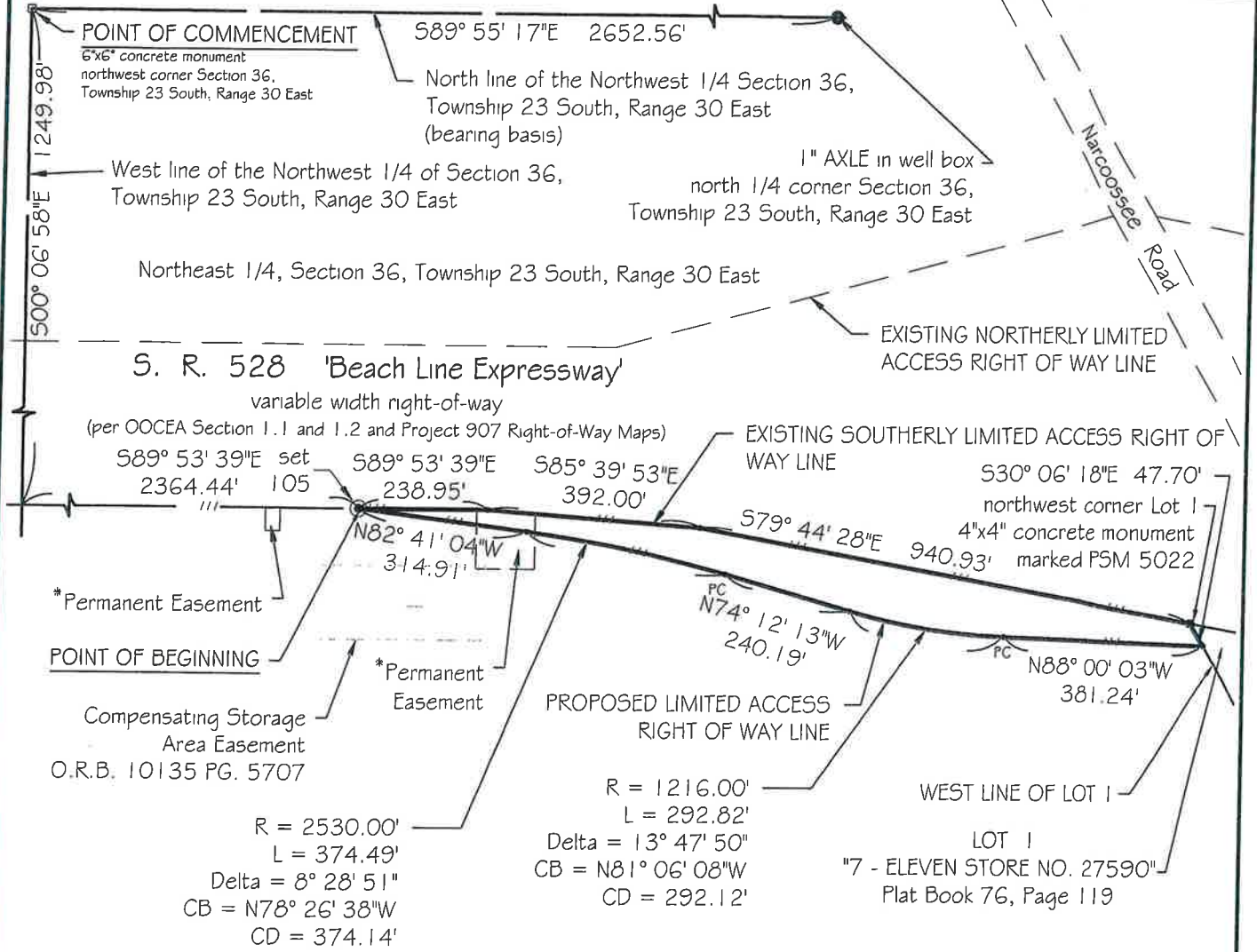
I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 59-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes, subject to notes and notations shown hereon.



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-0307932		(2844) (04) (24 x 600) (2 1/4) (14)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: 100
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE



*Permanent Easement

POINT OF BEGINNING

Compensating Storage Area Easement
 O.R.B. 10135 PG. 5707

R = 2530.00'
 L = 374.49'
 Delta = 8° 28' 51"
 CB = N78° 26' 38"W
 CD = 374.14'

R = 1216.00'
 L = 292.82'
 Delta = 13° 47' 50"
 CB = N81° 06' 08"W
 CD = 292.12'

WEST LINE OF LOT 1
 LOT 1
 "7 - ELEVEN STORE NO. 27590"
 Plat Book 76, Page 119

* as depicted on Orlando-Orange County Expressway Authority SR 528 Right-of-Way Map Project 907



(IN FEET)
 1 inch = 300 ft.



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: 11/24/2015		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802	DATE	BY	
APPROVED BY: RMJ				

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. *reserving*

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: _____

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

Printed Name: _____

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 900 Nail marking the Northwest Corner of Section 04, 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 2917.95 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 as depicted in Official Records Book 3013 at Page 1937 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 03°49'01", a chord length of 64.57 feet bearing North 68°30'28" East, an arc distance of 64.83 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°05'38", a chord length of 201.90 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 461.26 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 135 east" as described in Official Records Book 10401 at Page 5089 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 113.80 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 3963 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.
6. A Commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-536539A-C4-ORL was reviewed by this firm. Schedule B-11 exceptions, if any, that can be plotted are shown.

LEGEND:

- CD - Calculated
- DL - Deed
- ML - Measured
- PL - Plot
- ORL - Official Records Book
- PR - Page
- SL - Station
- S - Length of curve and distance
- CD - Chord Distance
- CS - Chord Slope
- CB - Chord Bearing
- HL - Horizontal
- LT - Line Not To Scale
- PIA - Partial Identification Arrow
- SR - State Road
- CFE - Central Florida Expressway Authority
- ROW - Right of Way
- C - Centerline
- LA - Limited Access Right-of-Way Line
- PC - Point of Curvature
- PL - Point of Tangency
- AC - Point of Curvature to Curve
- PR - Point of Relative Curvature
- NT - Non-Tangent
- CM - Control Monument
- - Easement
- - Easement

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 31A7, Florida Administrative Code, pursuant to Chapter 372, Florida Statute. Subject to notes and notations known hereon.


 Robert M. Jones, PLS
 Florida Surveyor and Mapper, License No. 13-0004291

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA

DESIGNED BY: HMTB DATE: 11/24/2015

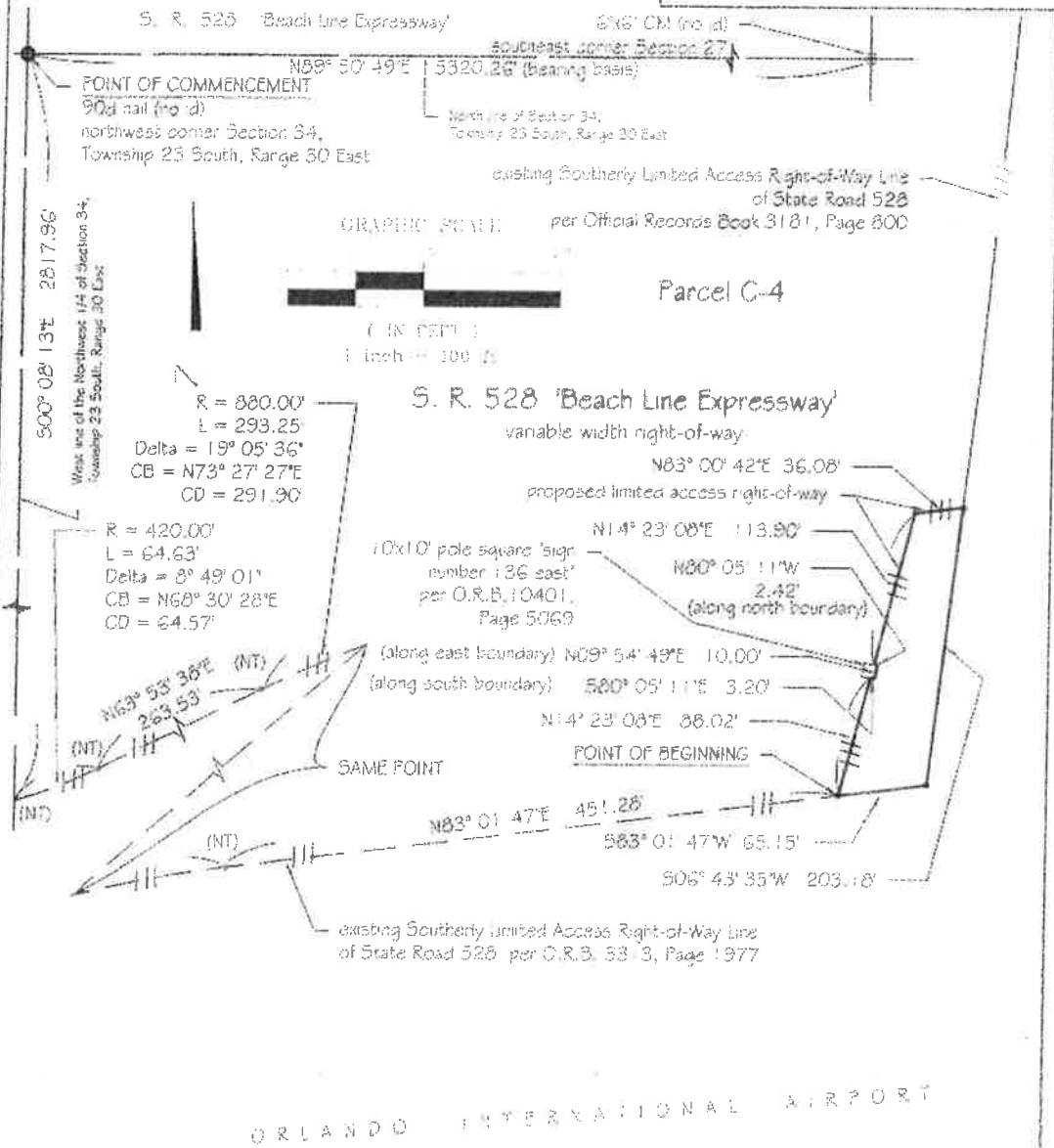
DRAWN BY: PEY AMEC ENVIRONMENTAL & INFRASTRUCTURE, INC.

APPROVED BY: RML

LEGAL DESCRIPTION AND SKETCH

AMEC Environment & Infrastructure, Inc.

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

DESIGNED BY: HNTB DATE: 1/24/2018
 DRAWN BY: PEW AMEC JOB No: 6374150202
 APPROVED BY: AMJ

LEGAL DESCRIPTION and SKETCH
 AMEC Environment & Infrastructure, Inc.
 2000 West Lake N. Suite 200
 Orlando, FL 32807
 407.850.1234
 www.amec.com

EXHIBIT "J"
(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]

For Recording Purposes Only

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: _____

For Recording Purposes Only

“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: _____

WITNESSES:

Printed Name: _____

Printed Name: _____

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

By: _____

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: _____

For Recording Purposes Only

“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:

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

Print Name: _____

By: _____
Print: _____
Date: _____, 2018

Print Name: _____

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 _____

STATE ROAD 528
CFX PROJECT: 528-1240

EXHIBIT "A"
("EASEMENT PARCEL 801")

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #801
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 58°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 461.28 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 15.18 feet; thence run South 32°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 of 188.48 feet; thence run South 82°52'52" West, a distance of 15.56 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

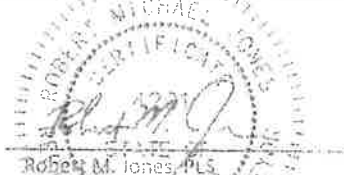
Surveyors Notes

- 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.
- 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 MCS 546539A-7-01, was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

LEGEND:

- C₁ = Calculated
- D₁ = Dead
- M = Measured
- RP = Plat
- O.P.B. = Official Records Book
- Pg. = Page
- R = Radius
- L = Length of curve (arc distance)
- CD = Chord distance
- DA = central angle
- CB = Chord Bearing
- D.C. = Identification
- L.S. = Line Not To Scale
- RIC = Range Identification Number
- S.R. = State Road
- C.F.A. = Central Florida Expressway Authority
- R.W. = Right-of-Way
- C = Centerline
- L.A.R. = Limited Access Right-of-Way line
- P.C. = Point of Curvature
- PT = Point of Tangency
- P.C.C. = Point of Compound Curvature
- P.R.C. = Point of Reverse Curvature
- N.T. = Non Tangent
- CM = Concrete Monument
- = section line
- = 1/4 section line
- NO = Number

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 59-17, 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. 15-0004201

THIS IS NOT A SURVEY

FOR ALL ABOARD FLORIDA

DESIGNED BY: HINTS DATE: 11/24/2015
DRAWN BY: PEW AMEC JOB No.: 6374150802
APPROVED BY: RMJ

LEGAL DESCRIPTION and SKETCH

Central Florida Expressway Authority & Infrastructure, Inc.

1100 N. US Highway 1
Orlando, FL 32811-1131
Phone: 407.222.2222

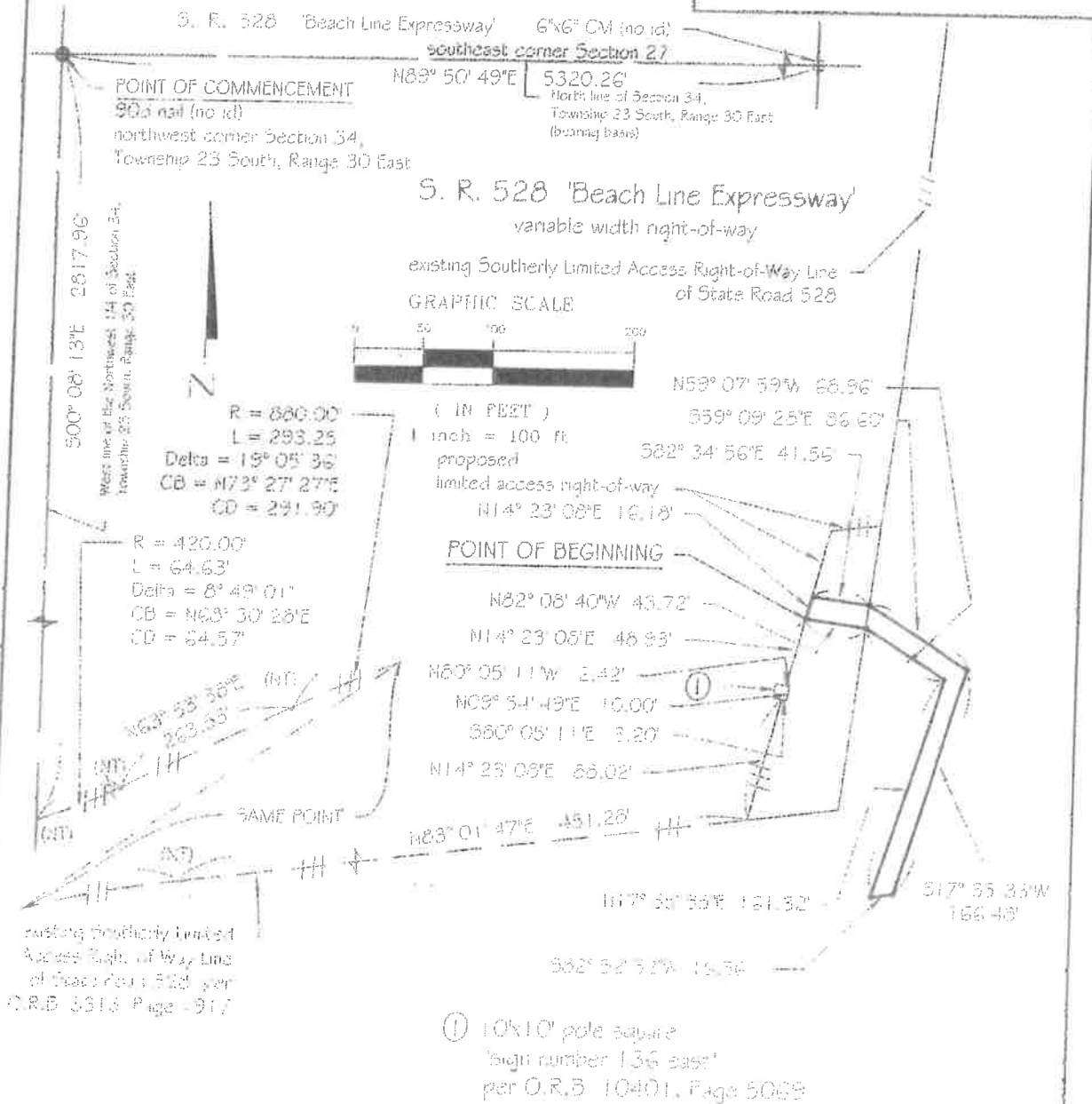
Sheet 1 of 1

11/24/2015

11/24/2015

11/24/2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-1240
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #801
 ESTATE: PERMANENT DRAINAGE EASEMENT



ORLANDO INTERNATIONAL AIRPORT

THIS IS NOT A SURVEY

FOR ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 4	
DESIGNED BY: HNTS	DATE: 11/24/2015	AMEC Foster Wheeler Environmental & Infrastructure, Inc.		11/24/2015	
DRAWN BY: PEW	AMEC JOB No. 6374150802	22 One Park Plaza, Suite 203 Orlando, FL 32801, USA Phone: (407) 221-7550		DATE PLOTTED: 11/24/15	
APPROVED BY: RML		Certificate of Environmental Review: LE-000-000		DATE PLOTTED: 11/24/15	

STATE ROAD 528
CFX PROJECT: 528-1240

EXHIBIT "B"
("EASEMENT PARCEL 802")

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #802
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 (no identification) 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 552.92 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 Right-of-Way Maps; thence run North 80°13'05" West, along said existing southerly Limited Access Right-of-Way Line, a distance of 539.44 feet to the POINT OF BEGINNING; thence departing said existing southerly Limited Access Right-of-Way line run South 11°28' 31" West, a distance of 66.64 feet; thence run North 78°18'15" West, a distance of 23.07 feet; thence run North 11°28'54" East, a distance of 65.87 feet to said existing southerly Limited Access Right-of-Way Line; thence run South 80°13'05" East, along said existing 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 east line of the northeast 1/4 of Section 34, Township 23 South, Range 30 East as being South 00°22'19" 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.
6. A Commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number MCS-586539A-2-ORI was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

LEGEND:

- :(C) = Calculated
- (D) = Deed
- (M) = Measured
- (P) = Plat
- O.R.B. = Official Records Book
- Pg = Page
- R = Radius
- L = Length of curve (arc distances)
- C = Chord distance
- Delta = central angle
- CB = Chord Bearing
- ID, or ID = Identification
- y = Line Not To Scale
- PID = Parcel Identification Number
- S.P. = State Road
- CFX = Central Florida Expressway Authority
- R/W = Right-of-Way
- C = Cancellation
- L--- = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- POC = Point of Curvature Continued
- RPO = Point of Reverse Curvature
- NT = Not Tangent
- CM = Concrete Monument
- S--- = section line
- ID--- = Identification line
- COCEA = Orlando Orange County Expressway Authority
- No = Number

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 Rule 6J-17, Florida Administrative Code, pursuant to Chapter 471, Florida Statutes. Subject to notes and notations shown hereon.


Robert M. Jones, PLS
Florida Surveyor and Mapper, License No. 45-0004201

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA	LEGAL DESCRIPTION and SKETCH	SHEET 1 OF 1
DESIGNED BY: HNTB DATE: 11/24/2015	AmeC Foster Wheeler Environment & Infrastructure Inc.	REVISIONS
DRAWN BY: PEW AMEC JOB No. 8374130802	2200 South Street Suite 200 Orlando, FL 32801 USA Phone: (407) 622-0700	
APPROVED BY: [Signature]		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-1240
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #802
 ESTATE: PERMANENT DRAINAGE EASEMENT

27

26

POINT OF COMMENCEMENT
 6"x6" concrete monument (no ID)
 northeast corner Section 34,
 Township 23 South, Range 30 East

East line of the Northeast 1/4 of Section 34,
 Township 23 South, Range 30 East
 (bearing basis)

EXISTING NORTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

S. R. 528 'Beach Line Expressway'
 variable width right-of-way
 (per OOCEA Section 1.1 and 1.2 Right-of-Way Maps)

S60° 22' 19"E 552.92'

S80° 13' 05"E 23.07'

EXISTING SOUTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

N80° 13' 05"W 339.44'

POINT OF BEGINNING

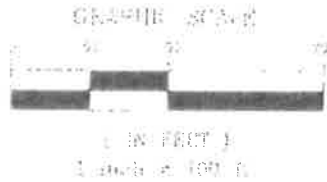
S81° 17' 23" 31"W 65.64'

S73° 13' 15"W 23.07'

S 112° 04"E 65.37'

34

35



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.		NO. 010001
DRAWN BY: PEW	AMEC JOB No.: 6374150802	2750 Westinghouse Blvd., Suite 100 Orlando, FL 32801 USA Phone: (407) 520-0377		DATE: 11/24/2015
APPROVED BY: BATT				

**STATE ROAD 528
CFX PROJECT: 528-1240**

**EXHIBIT "C"
("EASEMENT PARCEL 803")**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #803
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 per Orlando Orange County Expressway Authority Right-of-Way Maps, Section 1, 1 and 12 and Project 907; thence run South 89°53'39" East, 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 said Orlando Orange County Expressway Right-of-Way Map, Project 907; thence run South 00° 06' 21" West, 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 South 89° 53' 39" East, 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 South 00° 17' 29" East, a distance of 47.30 feet; thence run South 89°58'12" West, a distance of 108.53 feet; thence run North 00°01'41" East, a distance of 47.56 feet to the POINT OF BEGINNING.

Containing 5141 square feet or 0.118 acres, more or less

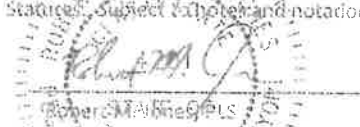
Surveyors Notes

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 east line of the northeast 1/4 of Section 35, Township 23 South, Range 30 East as being South 00°06'56" 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.
6. A Commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586529A-2-ORL was reviewed by this firm. Schedule B-4 exceptions, if any, that can be plotted are shown.

LEGEND:

- (C) = Calculated
- (D) = Deed
- (M) = Measured
- (F) = Plat
- O.R.B. = Official Record Book
- Pg. = Page
- R = Radius
- L = Length of curve (arc distance)
- C = Chord distance
- Delta = Central angle
- CB = Chord Bearing
- ID or ID = Identification
- Line Not To Scale
- PC = Parcel Identification Number
- SP = State Road
- CFX = Central Florida Expressway Authority
- R/W = Right-of-Way
- C = Centerline
- LA = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- POC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- INT = Iron Tapered
- CM = Concrete Monument
- section line
- 1/4 section line
- ORCEA = Orlando Orange County Expressway Authority
- No. = Number

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 set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.



THIS IS NOT A SURVEY

Florida Surveyor and Mapper, License No. LS-0004201

FOR ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		PROJECT 1 OF 2
DESIGNED BY HNTB	DATE 1/24/2015	Aman Foster Wheeler Environment & Infrastructure, Inc.		SCALE NONE
DRAWN BY PEW	AMEC JOB No. 537+160802	28 East Florida Street, Suite 201 Orlando, FL 32801, USA Phone: (407) 522-7870		DATE 1/24/15
APPROVED BY RMJ		Specialty of Authorization Number LS-340795		PROJECT 1 OF 2

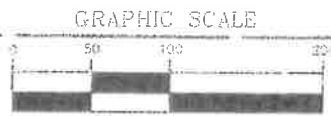
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-1240
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #803
 ESTATE: PERMANENT DRAINAGE EASEMENT

26

25

POINT OF COMMENCEMENT

6"x6" concrete monument
 northeast corner Section 35,
 Township 23 South, Range 30 East



(IN FEET)

1 inch = 100 ft.

NORTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

East line of the Northeast 1/4
 of Section 35,
 Township 23 South, Range 30 East
 (bearing basis)

S. R. 528 'Beach Line Expressway'
 variable width right-of-way
 (per OOCEA Right-of-Way Maps Section 1.1 and
 1.2 and Project 907)



SAME POINT

500' 06" 56"E
 1250.03'

Permanent Easement*
 northwest corner

SOUTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

589° 58' 39"E 2583.93'

589° 58' 39"E
 108.27'
 (south line)

500' 06" 21"W 108.00'
 (west line)

POINT OF BEGINNING
 southwest corner

907-801
 part C

southeast corner

Conservation Easement
 O 281 10135
 PG 5707

500' 01" 14"E
 47.56'

800' 17' 39"E
 47.50'

36

589° 58' 21"W 108.00'

* Permanent Easement as depicted on Orlando-Orange County
 Expressway Authority Right-of-Way Map Project 907

35

THIS IS NOT A SURVEY

FOR: ALL AEGARD FLORIDA

LEGAL DESCRIPTION and SKETCH

DESIGNED BY: HNTB DATE: 11/24/2015

AMEC Foster Wheeler Environmental & Infrastructure, Inc.

DRAWN BY: PEW AMEC JOB No.: 6374150302

75 East Anella Street, Suite 200
 Orlando, FL 32801, USA

APPROVED BY: RMD

Phone: (407) 324-7500

Copyright of Amec Foster Wheeler 2015

SHEET 1 OF 2

DATE: 11/24/2015

SCALE: AS SHOWN

DATE: 11/24/2015

SCALE: AS SHOWN

STATE ROAD 528
CFX PROJECT: 528-1240

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 five (5) 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 South 71°21'21" East an arc distance of 371.00 feet to the point of intersection with a non-tangent line; thence South 66°51'16" East, a distance of 98.35 feet; thence run South 66°31'16" East, 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 South 66°31'16" East, 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 South 71°57'58" East an arc distance of 380.14 feet; thence run South 77°24'41" East, a distance of 246.47 feet; thence run South 08°35'44" West, a distance of 22.89 feet to a point on a non-tangent curve with a radius of 3572.02 feet, concave to the north; thence departing said south Limited Access Right-of-Way Line, run westerly along said 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:

- CO = Calculated
- DE = Deed
- M = Measured
- PL = Plat
- C.R.B. = Official Records Book
- Pg. = Page
- R = Radius
- L = Length of curve (arc distance)
- CL = Chord distance
- CA = central angle
- CB = Chord Bearing
- C.I. = identification
- 1" = 1 inch Not To Scale
- PL = Parcel Identification Number
- SR = State Road
- CFX = Central Florida Expressway Authority
- R.O.W. = Right-of-Way
- C = Contour
- = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- POC = Point of Curvature Curvature
- PRS = Point of Reverse Curvature
- NT = Non Tangent
- CM = Concrete Monument
- = section line
- = 1/4 section line
- OCCEA = Orlando Orange County Expressway Authority
- 100 = 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.
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.

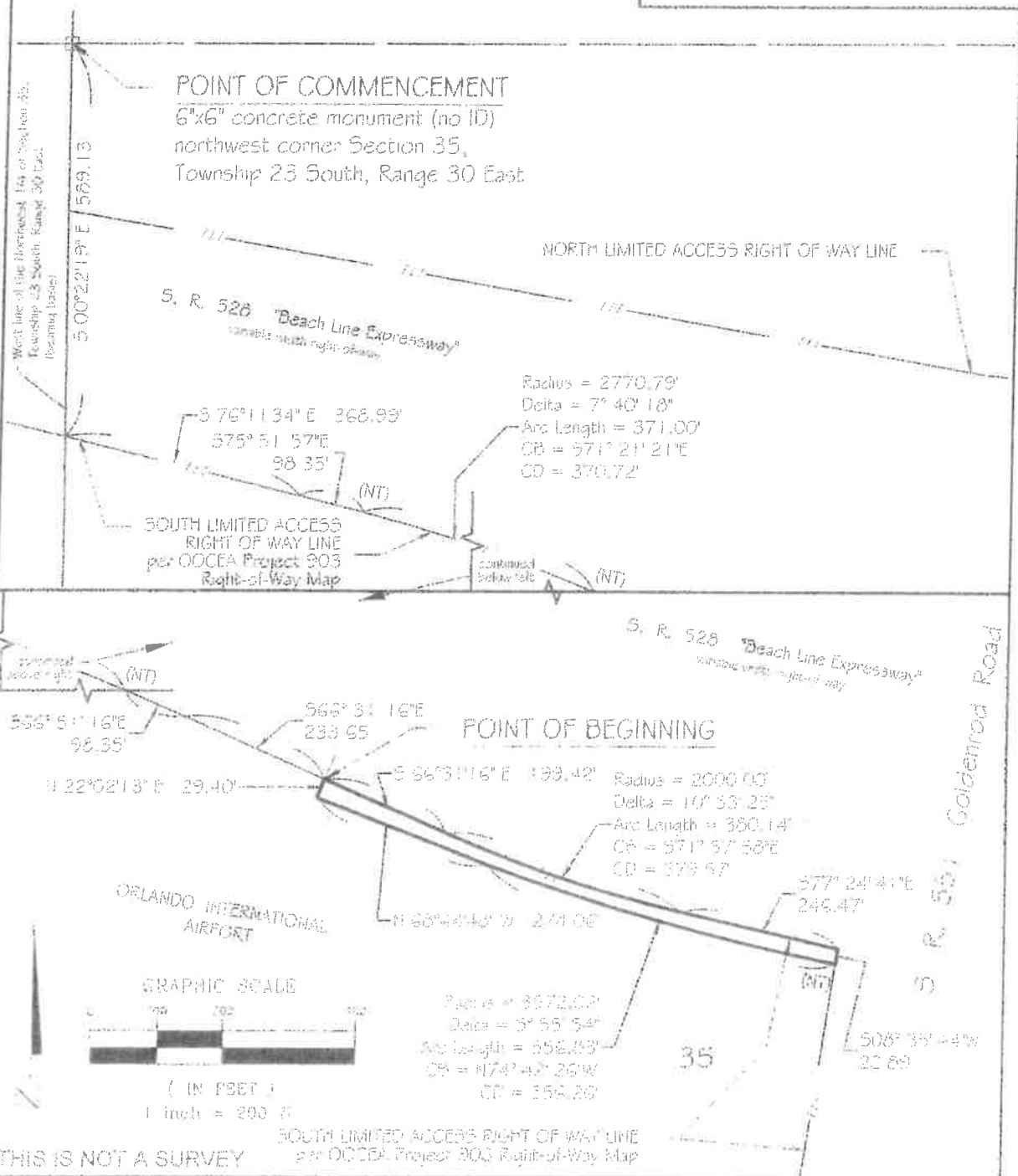
I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 47, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

Robert M. Jones, P.S.
STATE OF FLORIDA
Robert M. Jones, P.S.
Florida Surveyor and Mapper License No. LS-0004201

THIS IS NOT A SURVEY

FOR ALL ABCARD FLORIDA		LEGAL DESCRIPTION and SKETCH	SHEET 1 OF 1
DESIGNED BY: HMTB	DATE: 04/13/2018	AMEC Foster Wheeler Environment & Infrastructure, Inc.	PROJECT NO.:
DRAWN BY: PEW	AMEC JOB No.: 6374180002	21 East 9th Street, Suite 150	DATE:
APPROVED BY: RML		Orlando, FL 32801, USA	SCALE:
		Phone: (407) 322-7576	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-1240
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #804
 ESTATE: PERMANENT DRAINAGE EASEMENT



THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA	LEGAL DESCRIPTION and SKETCH	SHEET 1 OF 2
DESIGNED BY: HNTB	AMEC Foster Wheeler Environmental & Infrastructure, Inc. 2301 South State Street Orlando, FL 32801 USA Phone: (407) 525-7070	DATE: 04/13/2018
DRAWN BY: PEW	AMEC JOB No. 3374150802	PROJECT: STATE ROAD 528
APPROVED BY: RMJ		SCALE: AS SHOWN

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

EXHIBIT "J"
(CFX PERMITTED EXCEPTIONS)

STATE ROAD 528
CFX PROJECT: 528-1240

EXHIBIT "K"
(GOAA PERMITTED EXCEPTIONS)

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO THE PURCHASE AND SALE AGREEMENT (“First Amendment”) is made and entered into as of the 15th day of January, 2018⁹, by and between 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, 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”), 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, and ***ALL ABOARD FLORIDA – OPERATIONS LLC**, 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”.

* Brightline Trains LLC
fka

RECITALS

WHEREAS, 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, the Parties previously entered into a Purchase and Sale Agreement (“Agreement”) formalizing 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;

WHEREAS, the Agreement states that the Closing should occur on or before December 31, 2018, unless extended by written agreement approved by the City, GOAA, and CFX, through the Mayor, Chief Executive Officer, and Executive Director, respectively;

WHEREAS, the parties desire to extend the deadline for a Closing to July 1, 2019;

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, CFX, Rail Company, GOAA, and the City hereby covenant and agree as follows:

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

2. Closing. The Closing should occur on or before July 1, 2019.

3. Ratification. Except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

4. Counterparts; Email Signatures. This First Amendment may be executed in any number of counterparts, each of which shall be considered an original, and all of such counterparts shall constitute one amendment. To facilitate execution of this First Amendment, any of the Parties may execute and exchange by e-mail as a portable document format or other electronic imaging, counterparts of the signature page, which shall be deemed original signatures for all purposes.

[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.

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

ATTEST:
By: Denise Aldridge
Printed Name: DENISE ALDRIDGE
Title: CITY CLERK
[Official Seal]

By: [Signature]
Printed Name: REGINA F. HILL
Title: MAYOR PRO TEM
Date: JANUARY 14, 2019

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF ORLANDO, ONLY, THIS 7 DAY OF JAN, 2019.

By: [Signature]
City Attorney
Printed Name: ROY PATRICK

“GOAA”
GREATER ORLANDO AVIATION
AUTHORITY

ATTEST:

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 30th day of November, 2018, for the use and reliance by the GREATER ORLANDO AVIATION AUTHORITY, only.

Marchena and Graham, P.A., General Counsel.
By: [Signature]
Marchena and Graham, P.A.

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

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

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 _____, 2018.

By: _____

City Attorney

Printed Name: _____

**“GOAA”
GREATER ORLANDO AVIATION
AUTHORITY**

ATTEST:

Dayci S. Burnette-Snyder,
Assistant Secretary

By: _____

Phillip N. Brown, A.A.E.,
Chief Executive Officer

Date: 12/4/18, 2018

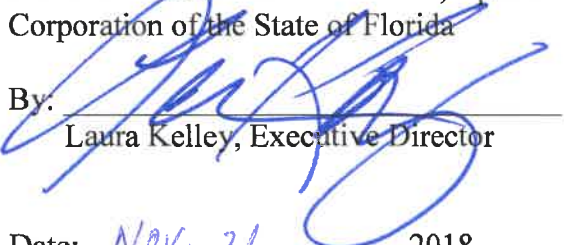
APPROVED AS TO FORM AND LEGALITY this 30th day of November, 2018, for the use and reliance by the GREATER ORLANDO AVIATION AUTHORITY, only. Marchena and Graham, P.A., General Counsel.

By: Marchena and Graham, P.A.
Marchena and Graham, P.A.

"CFX"
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY, a public
Corporation of the State of Florida

ATTEST:

Regla ("Mimi") Lamaute,
Board Services Coordinator

By: 
Laura Kelley, Executive Director
Date: Nov. 21, 2018

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

_____,
Counsel.

By: Linda S. B. Lanosa
Print: Linda S. B. LANOSA
Date: Nov. 21, 2018

ALL ABOARD FLORIDA –
OPERATIONS LLC

ATTEST:

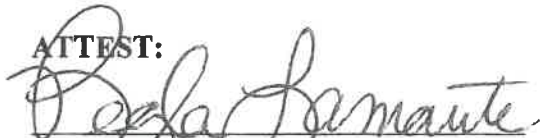
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____
Dated: _____, 2018

WITNESSES:

Print Name: _____

Print Name: _____

ATTEST:

Regla ("Mimi") Lamaute,
Board Services Coordinator

"CFX"
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY, a public
Corporation of the State of Florida

By: 
Laura Kelley, Executive Director


Date: Nov. 21, 2018

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

_____,
Counsel.



By: Linde S. B. Lanose
Print: Linde S. B. Lanose
Date: Nov. 21, 2018

Brightline Trains LLC (fka
**ALL ABOARD FLORIDA –
OPERATIONS LLC**)

By: 
Print Name: Kathleen Cobb
Title: Vice President
Dated: January 15th, 2018

ATTEST:

Print Name: _____
Title: _____

WITNESSES:

Print Name: Beccanna Hernandez

Print Name: Jessica Perez

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO THE PURCHASE AND SALE AGREEMENT ("Second Amendment") is made and entered into as of the 5th day of July, 2019, by and between 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, 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"), 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, and **VIRGIN TRAINS USA FLORIDA LLC**, a Delaware limited liability company (f/k/a Brightline Trains LLC (f/k/a All Aboard Florida - Operations LLC)), 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".

RECITALS

'19 JUL 15 PM 12:23

WHEREAS, Rail Company has changed its name from All Aboard Florida – Operations LLC to Brightline Trains LLC and then to Virgin Trains USA Florida LLC, with no change to its legal status or its U.S. federal tax identification number or need for an assignment of contracts;

WHEREAS, 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");

WHEREAS, the Parties previously entered into a Purchase and Sale Agreement dated November 21, 2018, as amended by that certain First Amendment to Purchase and Sale Agreement dated January 15, 2019 (as amended, the "Agreement") formalizing the terms and conditions whereby GOAA and 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 City, GOAA and City shall grant easements to CFX in Easement Parcel 801, Easement Parcel 802, Easement Parcel 803, and Easement Parcel 804 (the "Easement Parcels") and Rail Company shall fund the transactions;

WHEREAS, the Agreement states that the Closing at which 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 should occur on or before July 1, 2019, unless extended by written agreement approved by the City, GOAA, and CFX, through the Mayor, Chief Executive Officer, and Executive Director, respectively;

WHEREAS, Rail Company has proposed an Alternate Technical Concept to GOAA that, if approved, will eliminate need for the Cargo Road Ramp Property and, as a result, CFX's

City Council Meeting: 06-17-19
Item: K-1 Documentary: 190617K01

need for a drainage easement in Easement Parcel 801; and

WHEREAS, the parties desire to extend the deadline for, and bifurcate the Closing, as defined in the Agreement, to allow for the sale of the 528 Ramp Property and the granting of easements in Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 from GOAA and City to CFX (the "First Closing") to occur prior to and separate from CFX's sale of the Cargo Road Ramp Property to GOAA and City, and GOAA and City granting the easement in Easement Parcel 801 to CFX (the "Second Closing"), all in accordance with the terms and conditions set forth in the Agreement, as modified by this Second Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, CFX, Rail Company, GOAA, and City hereby covenant and agree as follows:

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

'19 JUL 15 PM12:23

2. Name Change. Effective as of May 30, 2018, All Aboard Florida - Operations LLC changed its legal name to Brightline Trains LLC and, effective as of March 21, 2019, Brightline Trains LLC changed its legal name to Virgin Trains USA Florida LLC, a Delaware limited liability company, with no other changes to the Federal Tax Identification Number (FEIN), corporate business address, or legal status; provided however, Virgin Trains USA Florida LLC changed its business address to 161 NW 6th Street, Miami, Florida 33136.

3. Appraisal and Purchase Price. Paragraph 6 with the heading "Appraisal and Purchase Price," shall be modified as follows:

a. Under subparagraph 6(a), entitled "528 Ramp Property," the third sentence shall be modified as shown by the below strike-out:

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~~.

b. Under subparagraph 6(b), entitled "Cargo Road Ramp Property," the third sentence shall be modified as shown by the below strike-out:

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~~.

c. Under subparagraph 6(c), entitled "Easement Parcels," the third sentence shall be modified as shown by the below strike-out:

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~~.

d. Subparagraph 6(d) entitled "Set-off" will be deleted in its entirety and replaced

with the following:

(d) Purchase Price. At the First Closing, Rail Company shall pay the 528 Ramp Property Purchase Price to GOAA, and the purchase price for Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 to GOAA. At the Second Closing, if applicable, Rail Company shall pay the Cargo Road Purchase Price to CFX and the purchase price for Easement Parcel 801 to GOAA.

4. Closing. The First Closing, as defined above, shall occur on or before October 1, 2019 (the "First Closing Date"), subject to the satisfaction of the conditions precedent as set forth in the Agreement, including obtaining the required Deed of Release from the FAA, unless extended by written agreement approved by the City, GOAA, and CFX, through the Mayor, Chief Executive Officer, and Executive Director, respectively. The Second Closing, as defined above, is subject to GOAA's approval of the Alternative Technical Concept. If GOAA rejects the Alternative Technical Concept, the Second Closing shall occur on or before December 31, 2019 (the "Second Closing Date"), subject to the satisfaction of the conditions precedent, including obtaining the required Deed of Release from the FAA as to Easement Parcel 801, 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 GOAA rejects the Alternative Technical Concept, but the Second Closing does not occur on or before the Second Closing Date, as may be extended, then CFX's obligation to sell and convey the Cargo Road Ramp Property to GOAA and the City, and GOAA and City's obligation to grant the easement in Easement Parcel 801 to CFX shall automatically terminate and the Agreement shall be modified as set forth below in subparagraphs 5(a) through 5(l).

5. Alternative Technical Concept. The Parties agree that if GOAA approves the Alternative Technical Concept proposed by the Rail Company for an alternate Cargo Road Ramp Configuration, then: (i) GOAA shall give CFX and Rail Company notice within ten (10) days of such approval; (ii) CFX shall not sell or convey the Cargo Road Ramp Property to GOAA and City; (iii) GOAA and City shall not grant the easement in Easement Parcel 801 to CFX; and (iv) the provisions of the Agreement related thereto will no longer be operative or will be modified as follows:

- a. The definition of "Easement Parcels" shall be modified to exclude Easement Parcel 801, and the definition of the "Property" shall be modified to exclude Easement Parcel 801 and the Cargo Road Ramp Property.
- b. Paragraph 3 entitled "Agreement to Convey Cargo Road Ramp Property" will be deleted.
- c. Under Paragraph 6 with the heading "Appraisal and Purchase Price," subparagraph 6(b) entitled "Cargo Road Ramp Property" will be deleted, except that Rail Company will remain responsible for the costs and expenses incurred pursuant to this subparagraph.
- d. Under Paragraph 9 with the heading "Evidence of Title," subparagraph 9(b) entitled "Cargo Road Ramp Property" shall be deleted, except that Rail Company

will remain responsible for the costs and expenses incurred pursuant to this subparagraph.

- e. Under Paragraph 9 with the heading "Evidence of Title," subparagraph 9(c) "As-Is Conveyance" shall be deleted.
- f. Under Paragraph 10 with the heading of "Closing Date, Closing Procedures and Requirements," subparagraphs 10(c) entitled "Conveyance of Title for Cargo Road Ramp Property" and 10(e) entitled "Conveyance of Possession of Cargo Road Ramp Property" shall be deleted.
- g. Under Paragraph 10 with the heading of "Closing Date, Closing Procedures and Requirements," subparagraph 10(g) entitled "Prorating of Taxes and Assessments" shall be modified by deleting "Cargo Road Ramp Property" as shown by the strike-out below:

(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. Under Paragraph 10 with the heading of "Closing Date, Closing Procedures and Requirements," subparagraph 10(h) entitled "Closing Costs" shall be modified by deleting the third sentence as shown by the strike-out below:

(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.

- i. Paragraph 13 with the heading "Warranties and Representations by CFX" shall be deleted in its entirety.
- j. Paragraph 24 with the heading "Release for Cargo Road Ramp Property" shall be deleted in its entirety.
- k. Paragraph 29 with the heading "Warranties and Representations of Rail Company" shall be modified as shown by the strike-out below.

29. **Warranties and Representations of Rail Company.** 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:

- l. Under Paragraph 29 with the heading "Warranties and Representations of Rail Company," subparagraph 29(d) shall be deleted.

6. **Ratification.** Except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

7. **Counterparts; Email Signatures.** This Second Amendment may be executed in any number of counterparts, each of which shall be considered an original, and all of such counterparts shall constitute one amendment. To facilitate execution of this Second Amendment, any of the Parties may execute and exchange by e-mail as a portable document format or other electronic imaging, counterparts of the signature page, which shall be deemed original signatures for all purposes.

[SIGNATURE PAGES TO FOLLOW]

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

“CITY”

CITY OF ORLANDO, FLORIDA, a Florida municipal corporation

ATTEST:

By: Denise Aldridge

Printed Name: Denise Aldridge

Title: City Clerk

[Official Seal]

By: Robert F. Stuart

Printed Name: ROBERT F. STUART

Title: MAYOR PRO TEM

Date: JULY 5, 2019

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF ORLANDO, ONLY, THIS 3 DAY OF July, 2019.

By: Roy Payne

City Attorney
Roy Payne

'19 JUL 15 PM12:23

City Council Meeting: 06-17-19
Documentary: 190617K01

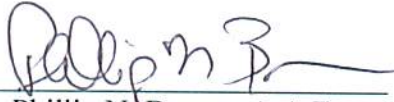
**“GOAA”
GREATER ORLANDO AVIATION AUTHORITY**

ATTEST:



Dayci S. Burnette-Snyder,
Assistant Secretary

By:



Phillip N. Brown, A.A.E.,
Chief Executive Officer

Date:

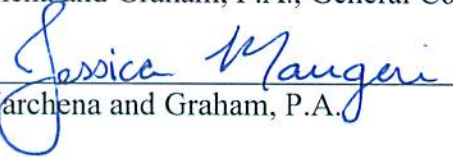
6/27/19

, 2019

APPROVED AS TO FORM AND LEGALITY this
26 day of June, 2019, 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.

'19 JUL 15 PM12:23

"CFX"
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY, a public
Corporation of the State of Florida

ATTEST:


Regla ("Mimi") Lamuate
Board Services Coordinator

By: 
Laura Kelley, Executive Director

Date: 6-18, 2019

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

By: 

Print Name: Linda S. B. Lanosa


Date: June 13,, 2019

'19 JUL 15 PM 12:23

**"RAIL COMPANY"
VIRGIN TRAINS USA FLORIDA LLC**

ATTEST:

Print Name: _____
Title: _____

By: 
Print Name: Kolleen Cobb
Title: Vice President
Dated: June 4th, 2019

WITNESSES:


Print Name: Belanna Hernandez


Print Name: Mariela Santos

'19 JUL 15 PM12:23

City Attorney's Office
RECEIVED

JUN 28 2019

City of Orlando

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #803
ESTATE: PERMANENT DRAINAGE EASEMENT

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 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 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 South 89°53'39" East, 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 said Orlando Orange County Expressway Right-of-Way Map, Project 907; thence departing said southerly Limited Access Right-of-Way Line run South 00° 06' 21" West, 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 South 89° 53' 39" East, 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 South 00° 17' 29" East, a distance of 47.30 feet; thence run South 89°58'12" West, a distance of 108.53 feet; thence run North 00°01'41" East, a distance of 47.56 feet to the POINT OF BEGINNING.

Containing 5141 square feet or 0.118 acres, more or less.

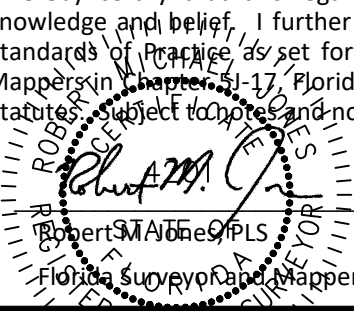
Surveyors Notes

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 east line of the northeast 1/4 of Section 35, Township 23 South, Range 30 East as being South 00°06'56" 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.
6. A Commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539A-2-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

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 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

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.



THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 11/24/2015	REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802	DATE	BY
APPROVED BY: RMJ	DRAWING NAME: Drainage Area No.3 in OIA.dwg	1/13/2020	TW
 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		ADDRESSED CFX COMMENTS	

P:\63742015\6374150802 - AAF GOA and CFX ROW\Drainage Easements\Drainage Area No.803 in OIA.dwg, 1/14/2020 7:12:16 AM, AutoCAD PDF (General Documentation).pc3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-1240
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #803
 ESTATE: PERMANENT DRAINAGE EASEMENT

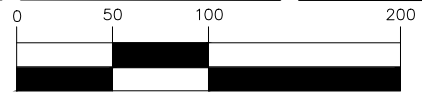
26

POINT OF COMMENCEMENT

6"x6" concrete monument
 northeast corner Section 35,
 Township 23 South, Range 30 East

25

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

NORTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

East line of the Northeast 1/4
 of Section 35,
 Township 23 South, Range 30 East
 (bearing basis)

S. R. 528 'Beach Line Expressway'
 variable width right-of-way
 (per OOCEA Right-of-Way Maps Section 1.1 and
 1.2 and Project 907)

SAME POINT

500° 06' 56"E
 1250.09'

Permanent Easement *

northwest corner

589° 53' 39"E
 108.27'
 (south line)

EXISTING SOUTHERLY LIMITED
 ACCESS RIGHT OF WAY LINE

589° 53' 39"E 2583.98'

500° 06' 21"W 108.00'
 (west line)

907-801
 part c

southeast corner

POINT OF BEGINNING

southwest corner

Compensating Area
 Easement
 O.R.B. 10135,
 PG 5707

N00° 01' 41"E
 47.56'

500° 17' 29"E
 47.30'

36

589° 58' 12"W 108.53'

* Permanent Easement as depicted on Orlando-Orange County
 Expressway Authority Right-of-Way Map, Project 907

35

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA

DESIGNED BY: HNTB

DATE: 11/24/2015

DRAWN BY: PEW

AMEC JOB No.: 6374150802

APPROVED BY: RMJ

DRAWING NAME: Drainage Area No.3 in OIA.dwg

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

REVISIONS

DATE	BY
1/13/2020	TW

ADDRESSED CFX COMMENTS

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 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 existing 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 five (5) 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 South 71°21'21" East an arc distance of 371.00 feet to the point of intersection with a non-tangent line; thence South 66°51'16" East, a distance of 98.35 feet; thence run South 66°31'16" East, 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 South 66°31'16" East, 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 South 71°57'58" East an arc distance of 380.14 feet; thence run South 77°24'41" East, a distance of 246.47 feet; thence run South 08°35'44" West, a distance of 22.89 feet to a point on a non-tangent curve with a radius of 3572.02 feet, concave to the north; thence departing said south Limited Access Right-of-Way Line, run westerly along said 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 18435 square feet or 0.423 acres, more or less.

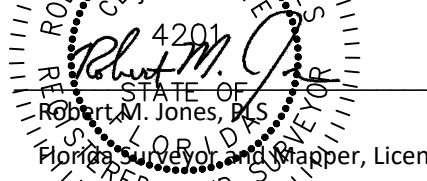
Surveyors Notes

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.
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.

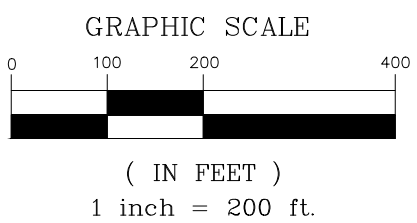
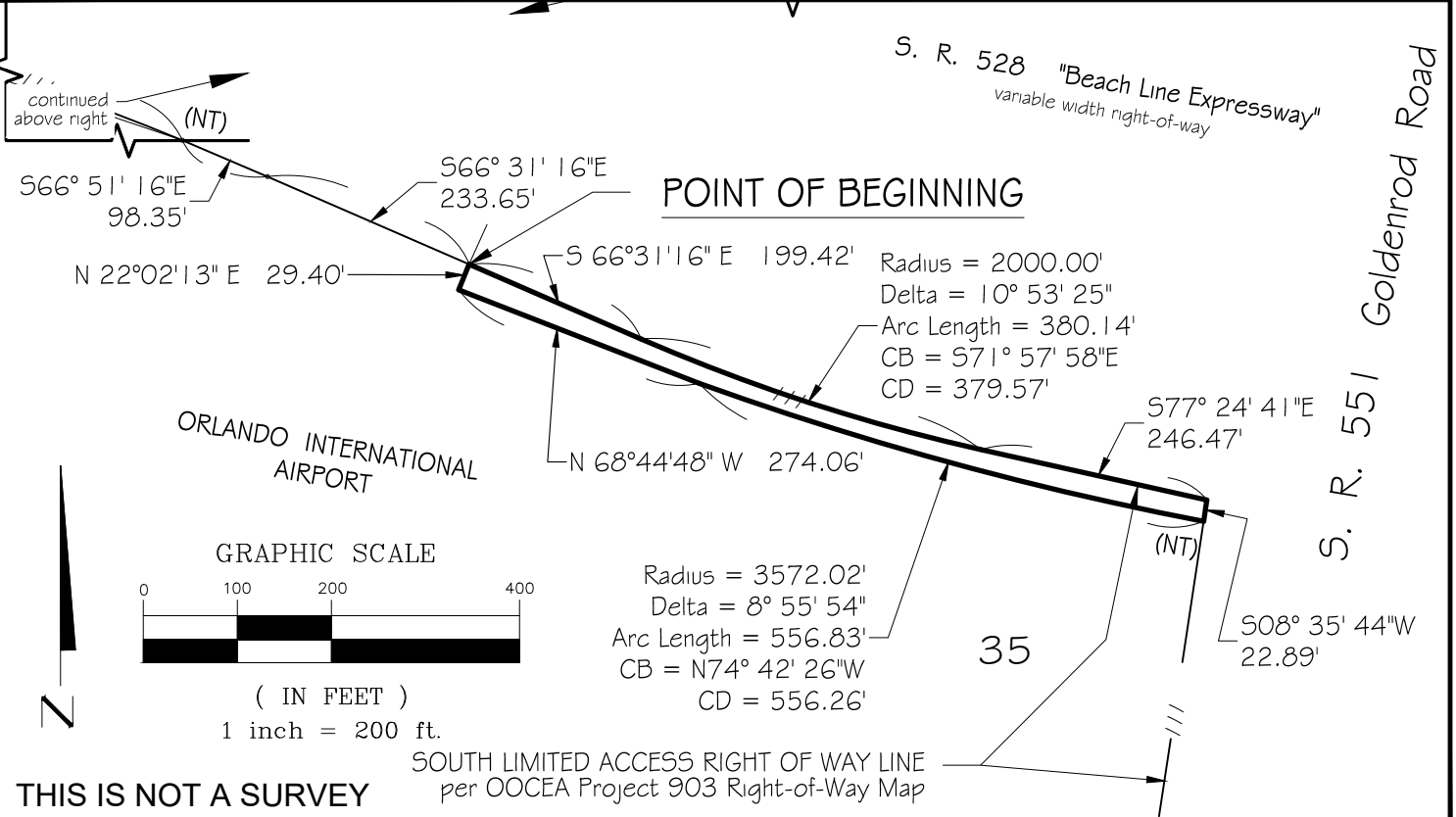
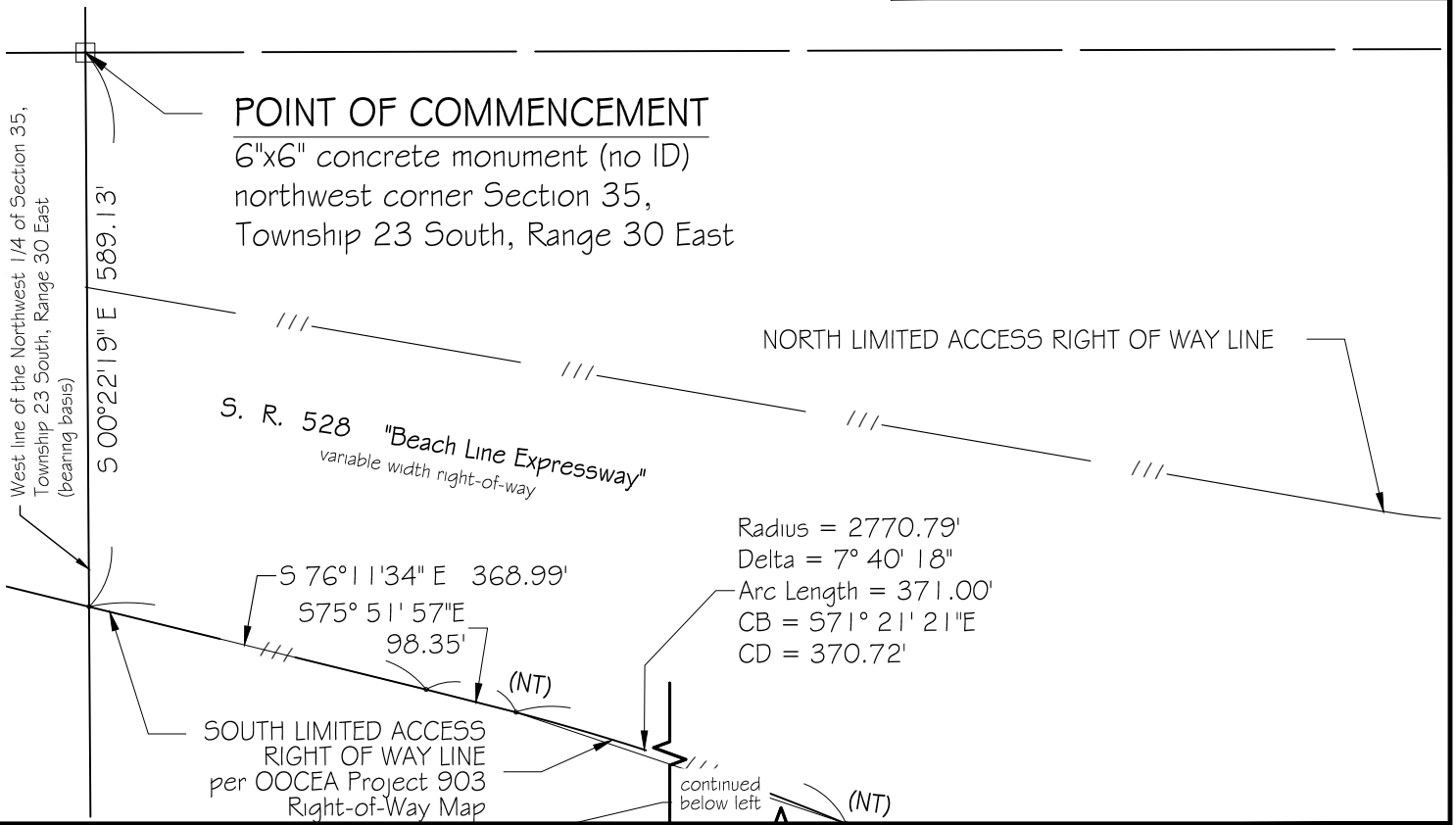
I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief, I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes, subject to notes and notations shown hereon.



THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 04/13/2016	 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			1/13/2020	TW
				ADDRESSED CFX COMMENTS	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #804
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: 04/13/2016	 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			1/13/2020	TW
				ADDRESSSED CFX COMMENTS	

P:\63742015\6374150802 - AAF GONA and CFX ROW\Drainage Easements\Drainage Area No.4 in OIA.dwg 1/14/2020 8:48:21 AM, AutoCAD PDF (General Documentation).pc3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #802 Part A
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 6"x6" concrete monument (no identification) 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 existing southerly 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 southerly Limited Access Right-of-Way Line the following two courses and distances: thence N 76°11'34" W, a distance of 507.78 feet; thence N 80°13'05" W, a distance of 39.30 feet to the POINT OF BEGINNING; thence departing said existing southerly Limited Access Right-of-Way line run South 11°28' 31" West, a distance of 66.64 feet; thence run North 78°18'15" West, a distance of 23.07 feet; thence run North 11°28'54" East, a distance of 65.87 feet to said existing southerly Limited Access Right-of-Way Line; thence run South 80°13'05" East, along said existing 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.

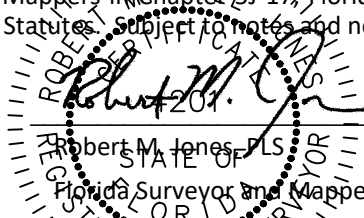
Surveyors Notes

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 east line of the northeast 1/4 of Section 34, Township 23 South, Range 30 East as being South 00°22'19" 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.
6. A Commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539A-2-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

LEGEND:

- (C) = Calculated
- (D) = Deed
- (M) = Measured
- (P) = Plat
- O.R.B.= Official Records Book
- Pg. = Page
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- = section line
- — = 1/4 section line
- OOCEA = Orlando Orange County Expressway Authority
- No. = Number

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.



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: Drainage Area No.802 in OIA_Part A.dwg			1/13/2020	TW
				addressed CFX comments	

P:\63742015\6374150802 - AAF GONA and CFX ROW\Tony Waters\CFX Drainage Area No. 2 580 802\Drainage Area No.802 in OIA_Part A.dwg 1/13/2020 4:49:46 PM, AutoCAD PDF (General Documentation).pc3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-1240
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #802 Part A
 ESTATE: PERMANENT DRAINAGE EASEMENT

27

26

POINT OF COMMENCEMENT
 6"x6" concrete monument (no ID)
 northeast corner Section 34,
 Township 23 South, Range 30 East

East line of the Northeast 1/4 of Section 34,
 Township 23 South, Range 30 East
 (bearing basis)

EXISTING NORTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

S. R. 528 'Beach Line Expressway'
 variable width right-of-way
 (per OOCEA Section 1.1 and 1.2 and Project 903 Right-of-Way Maps)

500° 22' 19"E 589.13'

580° 13' 05"E 23.07'

N80° 13' 05"W 39.30'

EXISTING SOUTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE
 (per project 903)

ORIGINAL SOUTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

POINT OF BEGINNING

N80° 13' 05"W
 N76° 11' 34"W 507.78'

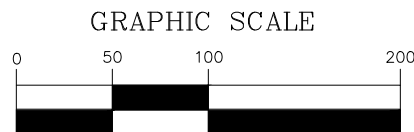
S11° 28' 31"W 66.64'

N78° 18' 15"W 23.07'

N11° 28' 54"E 65.87'

34

35



(IN FEET)
 1 inch = 100 ft.

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA

DESIGNED BY: HNTB

DATE: 11/24/2015

DRAWN BY: PEW

AMEC JOB No.: 6374150802

APPROVED BY: RMJ

DRAWING NAME: Drainage Area No.802 in OIA_Part A.dwg

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

REVISIONS


DATE	BY
1/13/2020	TW

addressed CFX comments

P:\637420\1516374150802 - AAF GONIA and CFX ROW\Tony Waters\CFX Drainage Area No. 2 580 802\Drainage Area No.802 in OIA_Part A.dwg 1/13/2020 4:49:47 PM AutoCAD PDF (General Documentation).pc3

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM:  Diego "Woody" Rodriguez, General Counsel

DATE: January 22, 2020

SUBJECT: *Partial Release and Amendment of Indenture (AT & T)*
Project: 528-1240
Location: Adjacent to S.R. 528

BACKGROUND

On November 21, 1979, the Orlando/Orange County Expressway Authority (now "CFX") and Southern Bell Telephone and Telegraph Company, ("Southern Bell" now AT&T), executed an Indenture agreement that was recorded on November 30, 1979 (OR 3073/PG 376, see meeting materials). A Partial Assignment of Easement dated September 20, 1982 was entered into between Bellsouth, as assignor, and AT&T, as assignee, and was recorded on November 10, 1982 (OR 3325/PG 347, see meeting materials). Collectively, the easements granted to Southern Bell and Bellsouth, and AT&T as the successor entity, easement over certain properties owned by CFX to construct, operate, maintain, modify, enlarge, and replace a telecommunications system.

As a result of CFX's multi-party agreement with the City of Orlando, the Greater Aviation Authority and Virgin Trains USA Florida, LLC ("Virgin Trains") to develop an inter-city commercial passenger rail connection between Miami and Orlando with the Orlando terminus located at the Orlando International Airport, the existing location of certain utilities and telecommunications lines will need to be shifted to allow for the construction of the proposed rail.

With the approval of the latest alignment certain carriers will need to be relocated while still maintaining continuity of services for their customers throughout the relocation process. To facilitate that need, the proposed Partial Release and Amendment of Indenture ("Partial Release") provides for the parties to release the existing easement further described in Exhibits 2 and 3 to the Partial Release while establishing a new easement for access to the relocated lines as provided for in Exhibit 1 to the Partial Release.

Note that in the event the location must shift during final installation, a modified as-built will be recorded to establish the definitive location of the easement. The agreement will also allow AT&T to continue providing services in the existing locations until such time as the new services are finalized. Throughout the process, AT&T and their contractors, will be working closely with CFX staff and CFX outside consultants to verify the location of the lines.

Costs related to these transactions will be eventually assumed by Virgin Trains but CFX is not receiving any compensation or consideration from AT&T for the relocation. However, the original indenture terms apply including AT&T's obligation to indemnify CFX, as may be necessary.

REQUESTED ACTION

A recommendation by the Right of Way Committee for CFX Board's approval of the attached Partial Release and Amendment of Indenture.

ATTACHMENTS

- A. Partial Release and Amendment of Indenture
- B. Exhibit 1 to Partial Release and Amendment of Indenture
- C. Exhibit 2 to Partial Release and Amendment of Indenture
- D. Exhibit 3 to Partial Release and Amendment of Indenture
- E. Original Indenture with Southern Bell (OR 3073/PG 376)
- F. Partial Assignment between Bellsouth and AT&T (OR 3325/PG 347)

Prepared by and return to:
Ambarina A. Perez
Florida East Coast Industries LLC
700 NW 1st Avenue, Suite 1620
Miami, Florida 33136

PARTIAL RELEASE AND AMENDMENT OF INDENTURE

THIS PARTIAL RELEASE AND AMENDMENT OF INDENTURE ("Agreement") is made and entered into as of the ____ day of _____, 20__, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the State under the laws of the State of Florida (the "CFX" or "Grantor") and BELLSOUTH TELECOMMUNICATIONS LLC d/b/a AT&T Florida (successor in interest to Southern Bell Telephone and Telegraph Company, a New York Corporation) ("BellSouth") and AT&T CORP., a New York corporation (successor in interest to American Telephone and Telegraph Company, a New York corporation) ("AT&T Corp.", which together with BellSouth are collectively referred to as the "Grantee"). CFX, AT&T Corp. and BellSouth are hereinafter sometimes referred to individually as a "Party" and collectively, as the "Parties".

RECITALS

A. Orlando/Orange County Expressway Authority, a body politic and corporate and agency of the State of Florida ("OOCEA"), as grantor, and Southern Bell Telephone and Telegraph Company, a New York corporation ("Southern Bell"), as grantee, executed that certain Indenture dated November 21, 1979, recorded on November 30, 1979, in Official Records Book 3073, Page 376, of the Public Records of Orange County, Florida, as affected by that certain Partial Assignment of Easement dated September 20, 1982 by and between Bellsouth, as assignor, and American Telephone and Telegraph Company, a New York Corporation ("AT&T"), as assignee, recorded on November 10, 1982, in Official Records Book 3325, Page 347, of the Public Records of Orange County Florida (as same may have been amended, collectively, the "Easement").

B. CFX is the owner of the property burdened by the Easement as such property is more particularly described in the Easement (the "Easement Property") and CFX succeeded to the interest of OOCEA, as grantor of the Easement.

C. BellSouth and AT&T Corp., each succeeded to the interest of Southern Bell and AT&T, respectively, as grantees of the Easement.

D. BellSouth and AT&T Corp. have been requested to release from the Easement a portion of the Easement Property, and BellSouth and AT&T Corp. are willing to release the Release Property (as hereinafter defined) from the Easement in consideration for CFX amending the Easement to substitute an easement in favor of BellSouth and AT&T Corp. in the real property more particularly described on **Exhibit "1"** attached to this Agreement and made a part hereof, to the Easement, in place of the Release Property, all subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, CFX, BellSouth and AT&T Corp. hereby covenant and agree as follows:

1. The recitals set forth above are true and correct and they are incorporated herein by this reference. All capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to them in the Easement.

2. BellSouth and AT&T Corp. hereby release and discharge and by these presents do release and discharge all of their right, title, interest, claim and demand which BellSouth and AT&T Corp. have in and to the portion of the Easement Property more particularly described on **Exhibit “2”** attached hereto and made a part hereof (the “Release Property”). Provided, that nothing herein contained shall in anyway or manner impair, alter or diminish the rights, purpose, effect, encumbrance or provisions of the Easement on that portion of the Easement Property not included in the Release Property (the “Remainder Easement Property”), which Remainder Easement Property is not hereby being released from the Easement. For clarity, the Remainder Easement Property is described and depicted on **Exhibit “3”** attached hereto and made a part hereof.

3. AT&T Corp., BellSouth and CFX hereby amend the Easement by adding the following sentence immediately after the first (1st) sentence and before the second (2nd) sentence of Section 1 of the Easement:

“Further, the Grantor does hereby convey unto Grantee, its successors and assigns, a ten (10) foot, non-exclusive easement for the following purposes: to construct, operate, maintain, modify, enlarge, replace and remove an underground communications system consisting of a maximum of four (4) main cables and such auxiliary and appurtenant cables as shall be required, wires, surface testing terminals, manholes, markers, and other appurtenances, through lands of Grantor situated in the County of Orange, State of Florida, said easement being more particularly described on **Exhibit “1”** attached hereto.”

4. Except as to the Release Property, and except as expressly modified by this Agreement, the Easement shall remain unmodified and in full force and effect with respect to the Remainder Easement Property and the property described in **Exhibit “1”** attached to this Agreement, and, the Easement, as modified and amended hereby, is restated and expressly ratified and confirmed by the Parties hereto, it being understood and agreed that the Parties’ rights with respect to the Remainder Easement Property and the property described in **Exhibit “1”** attached to this Agreement , but excluding the Release Property, shall be governed by the terms of the Easement, as amended by this Agreement. To the extent any of the provisions of this Agreement are inconsistent with any of the provisions set forth in the Easement, the provisions of this Agreement shall govern and control.

5. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK;

SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first above written.

**Central Florida Expressway Authority, a body
politic and corporate, and an agency of the
State under the laws of the State of Florida**

ATTEST:

Signature
Print Name: _____

Title: _____

By: _____
Print Name: _____

Title: _____

**Signed, sealed and delivered in
the presence of:**

Witness:
Print Name: _____

Witness:
Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, _____, of the Central Florida Expressway Authority, a body politic and corporate, and an agency of the State of Florida, on behalf of said entity, who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Print Name: _____
Notary Public
My Commission Expires: _____

IN WITNESS WHEREOF, the said Grantee has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

AT&T Corp., a New York corporation

Witness:
Print Name: _____

By: _____

Print Name: _____
Title: _____

Witness:
Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, _____, of AT&T Corp., a New York corporation, on behalf of said corporation, who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public
My Commission Expires: _____

(Notary Seal)

IN WITNESS WHEREOF, the said Grantee has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

**Bellsouth Telecommunications LLC
(d/b/a AT&T Florida)**

Witness:
Print Name: _____

By: _____

Print Name: _____
Title: _____

Witness:
Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, _____, of Bellsouth Telecommunications LLC (d/b/a AT&T Florida), on behalf of said limited liability company, who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public
My Commission Expires: _____

(Notary Seal)

EXHIBIT “1”

[see attached]

EXHIBIT “2”

Description and Sketch of the Release Property

[see attached]

For clarity, the Release Property is meant to include property added to the Easement by virtue of unrecorded amendment(s), modification(s), or informal correspondence, if any, to the Easement (as such term is defined in the foregoing Agreement to which this legal description is attached), provided, however, that the Release Property does not include the Remainder Easement Property described on **Exhibit “3”** attached to the Agreement.

EXHIBIT “3”

Description and Sketch of the Remainder Easement Property

[see attached]

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT

SHEET INDEX

Surveyors Notes

Sheet Number	Sheet Description
1	Cover
2	Sheet Index
3 - 7	Legal Description
8 - 70	Sketches

- 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 east line of Section 31, Township 23 South, Range 31 East as being South 00° 13' 49" West. The average combined scale factor is 0.999943.
- 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.
- Last revision on December 17, 2019.

LEGEND:

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- (D) = Deed
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- /— = Line Not To Scale
- PID = Parcel Identification Number
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- CFX = Central Florida Expressway Authority
- R/W or 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
- SEC or sec = section
- FDOT = Florida Department of Transportation
- SRD = State Road Department
- OOCEA = Orlando Orange County Expressway Authority
- FPL = Florida Power & Light Company
- I.C.P. = International Corporate Parkway
- O.I.A. = Orlando International Airport
- No. = Number

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

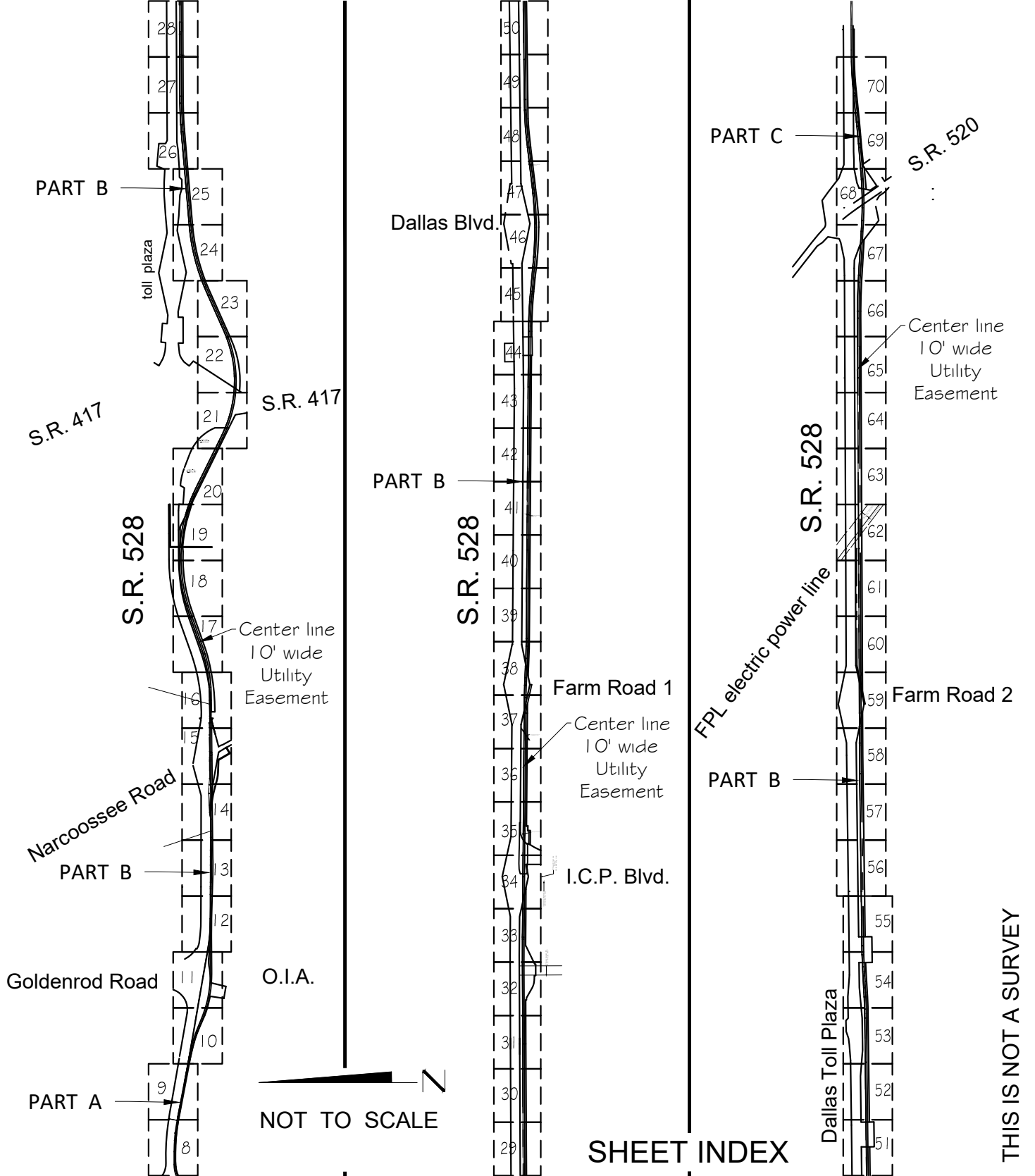
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			05/02/2019	EMO
				DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT



SHEET INDEX

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FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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	
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CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT

LEGAL DESCRIPTION:

Three (3) non-contiguous strips of land lying in Sections 27, 34, 35, and 36, Township 23 South, Range 30 East, Sections 31, 32, 33, 34, 35, and 36, Township 23 South, Range 31 East, Sections 31, 32, 33, 34, 35 and 36, Township 23 South, Range 32 East, Sections 31, 32, 33, 34, 35 and 36, Township 23 South, Range 33 East, Orange County, Florida, and lying within the Existing Limited Access Right-of-Way Line of State Road 528, being more particularly described as follows:

Part A

A strip of land 10 feet wide lying 5 feet on each side of the following described centerline;

Commence at a point lying N00°00'00"E, a distance of 98.37 from a 90D nail (no id) marking the Southwest corner Section 27, Township 23 South, Range 30 East, Orange County, Florida; thence run easterly along a line lying 67.00 feet north of and parallel with the centerline of State Road 528 as depicted on Orlando-Orange County Expressway Authority Right-Of-Way Map, Section 1.2 (75002-3503) the following three (3) courses; (1) thence N 89° 50' 48" E a distance of 2341.25 feet to a curve concave to the south; (2) thence easterly along said curve to the right having radius of 5796.58 feet; a central angle of 9° 57' 42" a distance of 1007.81 feet where the chord bears N 85° 10' 36" W a distance of 1006.54 feet; and (3) thence S 80° 11'07" E a distance of 54.56 feet; thence departing said line run N 09° 56' 04" E a distance of 87.11 feet to the Existing Northerly Limited Access Right-of-Way line of State Road 528 and the POINT OF BEGINNING of the herein described centerline:

thence S09°56'04"W, a distance of 264.47 feet; thence S79°36'47"E, a distance of 124.44 feet; thence S79°11'53"E, a distance of 1731.07 feet; thence S80°10'14"E, a distance of 135.61 feet to a point lying S00°22'19"E, a distance 547.84 feet from a 6"x6" concrete monument (no identification) marking the Northeast Corner of Section 34, Township 23 South, Range 30 East;

thence continue S80°10'14"E, a distance of 3382.43 feet to a point on a non-tangent curve with a radius of 5872.58 feet, concave to the north; thence easterly along said curve to the left through a central angle of 6°38'13", a distance of 680.25 feet where the chord bears S83°30'37"E a distance of 679.87 feet to the point of intersection with a non-tangent line; thence S89°11'33"E, a distance of 293.77 feet; thence S89°50'53"E, a distance of 748.54 feet; thence S89°24'14"E, a distance of 180.41 feet; thence S89°00'06"E, a distance of 58.96 feet to a point lying S00°06'56"E, a distance 1242.87 feet from a 6"x6" concrete monument (no identification) marking the Northeast of Corner Section 35, Township 23 South, Range 30 East;

thence S89°00'06"E, a distance of 142.35 feet; thence S89°53'39"E, a distance of 534.45 feet; thence S89°53'40"E, a distance of 169.10 feet; thence N89°58'08"E, a distance of 93.27 feet; thence N89°44'03"E, a distance of 200.49 feet; thence S89°40'32"E, a distance of 400.06 feet; thence S89°56'02"E, a distance of 191.10 feet; thence S89°51'36"E, a distance of 372.80 feet; thence N80°51'04"E, a distance of 137.36 feet; thence N84°14'17"E, a distance of 72.41 feet; thence N87°16'30"E, a distance of 227.47 feet; thence N87°22'24"E, a distance of 365.02 feet; thence S88°44'06"E, a distance of 267.06 feet; thence S84°15'48"E, a distance of 189.12 feet; thence S89°51'59"E, a distance of 550.72 feet; thence S89°13'22"E, a distance of 52.09 feet; thence N89°43'27"E, a distance of 43.06 feet; thence N89°57'59"E, a distance of 8.35 feet to the Westerly Limited Access Right of Way Line of Narcoossee Road per ORLANDO - ORANGE COUNTY EXPRESSWAY AUTHORITY Right of Way Map for State Road 528 / Narcoossee Road Project No. 907, and the POINT OF TERMINATION of said center line, the sidelines of said strip of land to be extended or shortened to meet at angle points and curves and to terminate at said Westerly Limited Access Right of Way Line of Narcoossee Road.

Containing 2.667 acres, more or less.

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 3 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			05/02/2019	EMO
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CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT

Part B

A strip of land 10 feet wide lying 5 feet on each side of the following described centerline;

Commence at a 5/8" Iron Rod (no identification) marking the Northeast Corner of Section 36, Township 23 South, Range 30 East, Orange County, Florida; thence run S00°15'33"W, along the east line of the Northeast 1/4 of said Section 36, a distance of 1216.19 feet; thence run S89°18'55"W, a distance of 1039.70 feet to the Easterly Limited Access Right of Way Line of Narcoossee Road per Right of Way Map for State Road 528 / Narcoossee Road Project No. 907; thence run N30°08'04"W, along said Easterly Limited Access Right of Way Line, a distance of 22.51 feet for the POINT OF BEGINNING of said centerline; thence N89°57'59"E, a distance of 21.47 feet; thence N89°10'03"E, a distance of 514.39 feet; thence N89°55'20"E, a distance of 225.19 feet; thence N85°26'01"E, a distance of 145.96 feet; thence S09°35'15"E, a distance of 27.68 feet; thence N88°34'25"E, a distance of 139.87 feet to a point lying S00°15'13"W, a distance of 1213.54 feet to centerline from said Northeast corner of Section 36, Township 23 South, Range 30 East;

thence continue N88°34'25"E, a distance of 69.31 feet; thence N89°06'06"E, a distance of 368.16 feet; thence N89°18'56"E, a distance of 123.61 feet to a point on a non-tangent curve with a radius of 8800.89 feet, concave to the north; thence easterly along said curve to the left through a central angle of 2°37'04", a distance of 402.09 feet where the chord bears N88°26'36"E a distance of 402.05 feet to a point on a non-tangent curve with a radius of 4387.54 feet, concave to the north; thence easterly along said curve to the left through a central angle of 13°37'32", a distance of 1043.40 feet where the chord bears N79°52'43"E a distance of 1040.94 feet to a point on a non-tangent curve with a radius of 8826.37 feet, concave to the north; thence easterly along said curve to the left through a central angle of 2°36'36", a distance of 402.08 feet where the chord bears N71°19'23"E a distance of 402.05 feet to the point of intersection with a non-tangent line; thence N70°27'03"E, a distance of 807.75 feet to a point on a non-tangent curve with a radius of 9867.81 feet, concave to the south; thence easterly along said curve to the right through a central angle of 2°09'52", a distance of 372.76 feet where the chord bears N71°10'30"E a distance of 372.73 feet to a point on a non-tangent curve with a radius of 4931.15 feet, concave to the south; thence easterly along said curve to the right through a central angle of 21°34'49", a distance of 1857.29 feet where the chord bears N83°24'39"E a distance of 1846.33 feet to a point lying S00°13'49"W, a distance of 296.61 feet from a 4"x4" concrete monument (no identification) marking the Northwest Corner of Section 32, Township 23 South, Range 31 East; thence easterly along said curve to the right with a radius of 4931.15 feet through a central angle of 19°51'58", a distance of 1709.77 feet to a point on a non-tangent curve with a radius of 9840.57 feet, concave to the southwest; thence southeasterly along said curve to the right through a central angle of 2°10'13", a distance of 372.76 feet where the chord bears S64°29'13"E a distance of 372.73 feet to the point of intersection with a non-tangent line; thence S63°45'46"E, a distance of 1428.22 feet to a point on a non-tangent curve with a radius of 7614.94 feet, concave to the northeast; thence southeasterly along said curve to the left through a central angle of 3°29'22", a distance of 463.78 feet where the chord bears S64°55'34"E a distance of 463.70 feet to a point on a non-tangent curve with a radius of 3792.06 feet, concave to the north; thence southeasterly along said curve to the left through a central angle of 24°59'59", a distance of 1654.58 feet where the chord bears S79°45'26"E a distance of 1641.49 feet to a point lying S00°16'08"E, a distance of 2037.44 feet from the Northwest Corner of Section 33, Township 23, Range 31 East;

thence easterly along said curve to the left with a radius of 3792.06 feet through a central angle of 18°18'18", a distance of 1211.51 feet to a point on a non-tangent curve with a radius of 7614.93 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 3°29'22", a distance of 463.78 feet where the chord bears N67°06'23"E a distance of 463.70 feet to the point of intersection with a non-tangent line; thence N65°56'36"E, a distance of 987.36 feet to a point on a non-tangent curve with a radius of 12578.49 feet, concave to the southeast; thence northeasterly along said curve to the right through a central angle of 1°16'22", a distance of 279.44 feet where the chord bears N66°22'09"E a distance of 279.43 feet to a point on a non-tangent curve with a radius of 6277.93 feet, concave to the south; thence northeasterly along said curve to the right through a central angle of 2°16'35", a distance of 249.41 feet where the chord bears N68°21'30"E a distance of 249.40 feet to the point of curvature of a compound curve with a radius of 6278.02 feet, concave to the south; thence easterly along said curve to the right through a central angle of 14°25'41", a distance of 1580.92 feet to a point on a non-tangent curve with a radius of 12574.49 feet, concave to the south; thence easterly along said curve to the right through a central angle of 1°16'24", a distance of 279.44 feet where the chord bears N84°46'32"E a distance of 279.44 feet to the point of

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FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		 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 4 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374130684		DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240		05/02/2019	EMO
		DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg		

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT

intersection with a non-tangent line; thence N85°12'06"E, a distance of 490.55 feet to a point lying S00°00'52"W, a distance of 620.13 feet from the Northwest Corner of Section 34, Township 23 South, Range 31 East;

thence N85°12'06"E, a distance of 2299.38 feet; thence N85°23'19"E, a distance of 217.19 feet to a point on a non-tangent curve with a radius of 11122.54 feet, concave to the south; thence easterly along said curve to the right through a central angle of 3°26'39", a distance of 668.61 feet where the chord bears N87°29'02"E a distance of 668.50 feet to the point of intersection with a non-tangent line; thence N89°34'45"E, a distance of 217.19 feet; thence N89°45'57"E, a distance of 1923.91 feet to a point lying S00°11'15"E, a distance 355.46 feet from a 5/8" Iron Rod (no identification) marking the Northwest Corner of Section 35, Township 23 South, Range 31 East;

thence continue N89°45'57"E, a distance of 5316.56 feet to a point lying S00°11'37"W, a distance 342.40 feet from a 4"x4" concrete monument (no identification) marking the Northwest Corner of Section 36, Township 23 South, Range 31 East;

thence continue N89°45'57"E, a distance of 2660.99 feet to a point on a non-tangent curve with a radius of 68787.94 feet, concave to the south; thence easterly along said curve to the right through a central angle of 0°37'24", a distance of 748.47 feet where the chord bears S89°53'48"E a distance of 748.47 feet to the point of intersection with a non-tangent line; thence S89°34'04"E, a distance of 62.01 feet; thence S89°33'33"E, a distance of 1965.94 feet to a point lying S00°06'50"E, a distance of 354.74 feet from a Nail & Disc (LB 68) marking the Northwest Corner of Section 31, Township 23 South, Range 32 East;

thence continue S89°33'33"E, a distance of 2458.50 feet; thence S89°33'33"E, a distance of 2863.31 feet to a point lying S00°09'37"W, a distance of 409.41 feet from A 1" Iron Rod (old axle - no identification) marking the Northwest Corner of Section 32, Township 23 South, Range 32 East;

thence continue S89°33'33"E, a distance of 256.33 feet; thence S89°25'17"E, a distance of 248.14 feet to a point on a non-tangent curve with a radius of 17208.76 feet, concave to the south; thence easterly along said curve to the right through a central angle of 1°19'46", a distance of 399.28 feet where the chord bears S88°28'52"E a distance of 399.27 feet to the point of intersection with a non-tangent line; thence S87°32'27"E, a distance of 248.14 feet; thence S87°24'11"E, a distance of 380.98 feet; thence S87°32'27"E, a distance of 247.86 feet to a point on a non-tangent curve with a radius of 17168.76 feet, concave to the north; thence easterly along said curve to the left through a central angle of 1°19'46", a distance of 398.35 feet where the chord bears S88°28'52"E a distance of 398.34 feet to the point of intersection with a non-tangent line; thence S89°25'17"E, a distance of 247.86 feet; thence S89°33'33"E, a distance of 2877.75 feet to a point lying S00°20'37"W, a distance 535.95 feet from a 6"x6" concrete monument (with 1/4" iron rod - no identification) marking the Northwest Corner of Section 33, Township 23 South, Range 32 East;

thence continue S89°33'33"E, a distance of 5306.53 feet to a point lying S00°00'00"E, a distance 490.96 feet from a 6"x6" concrete monument (with 1/4" iron rod - no identification) marking the Northwest Corner of Section 34, Township 23 South, Range 32 East;

thence continue S89°33'33"E, a distance of 1805.96 feet to a point on a non-tangent curve with a radius of 23061.85 feet, concave to the south; thence easterly along said curve to the right through a central angle of 0°50'53", a distance of 341.30 feet where the chord bears S89°16'31"E a distance of 341.29 feet to a point on a non-tangent curve with a radius of 11492.19 feet, concave to the south; thence easterly along said curve to the right through a central angle of 3°06'35", a distance of 623.72 feet where the chord bears S87°09'10"E a distance of 623.64 feet to a point on a non-tangent curve with a radius of 23061.82 feet, concave to the south; thence easterly along said curve to the right through a central angle of 0°50'53", a distance of 341.30 feet where the chord bears S85°01'49"E a distance of 341.29 feet to the point of intersection with a non-tangent line; thence S84°44'47"E, a distance of 794.58 feet; thence S84°59'36"E, a distance of 317.40 feet to a point on a non-tangent curve with a radius of 11426.19 feet, concave to the north; thence easterly along said curve to the left through a central angle of 5°26'56", a distance of 1086.62 feet where the chord bears S88°12'27"E a distance of 1086.21 feet to the point of curvature of a compound curve with a radius of 11426.19 feet, concave to the north, and lying S00°11'23"W, a distance 794.43 feet from a Nail & Disc (LB 7932) marking the Northwest Corner of Section 35, Township 23 South, Range 32 East; thence continue easterly along said curve to the left with a radius of 11426.19 feet, through a central angle of 5°00'21", a distance of 998.28 feet to a point on a non-tangent curve with a radius of 20828.58 feet, concave to the north; thence

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FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 5 OF 70	
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CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT

easterly along said curve to the left through a central angle of 0°50'19", a distance of 304.81 feet where the chord bears N83°31'36"E a distance of 304.81 feet to the point of intersection with a non-tangent line; thence N83°12'32"E, a distance of 1186.74 feet; thence N83°29'34"E, a distance of 341.29 feet to a point on a non-tangent curve with a radius of 11492.19 feet, concave to the south; thence easterly along said curve to the right through a central angle of 4°24'47", a distance of 885.17 feet where the chord bears N86°16'01"E a distance of 884.95 feet to the point of intersection with a non-tangent line; thence N89°02'28"E, a distance of 341.29 feet; thence N89°19'30"E, a distance of 1307.07 feet to a point lying S00°05'14"E, a distance 458.64 feet from a 6"x6" concrete monument (no identification) marking the Northwest Corner of Section 36, Township 23 South, Range 32 East;

thence continue N89°19'30"E, a distance of 5421.55 feet to a point lying S00°15'23"W, a distance 442.75 feet from a 5/8" Iron Rod and Cap (LB7932) marking the Northeast Corner of Section 36, Township 23 South, Range 32 East;

thence continue N89°19'30"E, a distance of 1372.87 feet; thence N89°08'12"E, a distance of 278.80 feet to a point on a non-tangent curve with a radius of 14107.76 feet, concave to the north; thence easterly along said curve to the left through a central angle of 1°31'51", a distance of 376.92 feet where the chord bears N87°59'38"E a distance of 376.91 feet to the point of intersection with a non-tangent line; thence N86°51'05"E, a distance of 278.80 feet; thence N86°39'46"E, a distance of 376.87 feet; thence N86°50'49"E, a distance of 279.19 feet to a point on a non-tangent curve with a radius of 14494.75 feet, concave to the south; thence easterly along said curve to the right through a central angle of 1°29'06", a distance of 375.65 feet where the chord bears N87°57'27"E a distance of 375.64 feet to the point of intersection with a non-tangent line; thence N89°04'05"E, a distance of 279.19 feet; thence N89°15'08"E, a distance of 1692.49 feet to a point lying S00°44'03"E, a distance 363.58 feet from a 4"x4" concrete monument (no identification) marking the Northeast Corner of Section 31, Township 23 South, Range 33 East;

thence continue N89°15'08"E, a distance of 3648.54 feet to a point on a non-tangent curve with a radius of 69179.35 feet, concave to the south; thence easterly along said curve to the right through a central angle of 0°47'18", a distance of 951.81 feet where the chord bears N89°37'22"E a distance of 951.80 feet to the point of intersection with a non-tangent line; thence N89°59'33"E, a distance of 516.60 feet to a point on a non-tangent curve with a radius of 98201.34 feet, concave to the north; thence easterly along said curve to the left through a central angle of 0°14'32", a distance of 415.23 feet where the chord bears N89°51'15"E a distance of 415.23 feet to the point of intersection with a non-tangent line; thence N89°42'53"E, a distance of 5104.75 feet to a point lying S00°38'14"E, a distance 391.34 feet from a 4"x4" concrete monument (no identification) marking the Northwest Corner Section 34, Township 23 South, Range 33 East;

thence continue N89°42'53"E, a distance of 5301.58 feet to a point lying S00°00'00"E, a distance 415.63 feet from a 4"x4" concrete monument (no identification) marking the Northwest of Corner Section 35, Township 23 South, Range 33 East;

thence continue N89°42'53"E, a distance of 1854.44 feet; thence N89°50'08"E, a distance of 217.13 feet to a point on a non-tangent curve with a radius of 17208.76 feet, concave to the south; thence easterly along said curve to the right through a central angle of 2°59'39", a distance of 899.28 feet where the chord bears S88°25'35"E a distance of 899.18 feet to the point of intersection with a non-tangent line; thence S86°41'18"E, a distance of 217.13 feet; thence S86°34'04"E, a distance of 1360.60 feet to a point on a non-tangent curve with a radius of 22979.19 feet, concave to the north; thence easterly along said curve to the left through a central angle of 0°50'58", a distance of 340.70 feet where the chord bears S86°51'08"E a distance of 340.70 feet to a point on a non-tangent curve with a radius of 11426.19 feet, concave to the north; thence easterly along said curve to the left through a central angle of 1°59'23", a distance of 396.77 feet where the chord bears S88°24'58"E a distance of 396.75 feet to the point lying S00°00'00"E, a distance 558.27 feet from a 6"x6" concrete monument (no identification) marking the Northwest Corner of Section 36, Township 23 South, Range 33 East; thence continue easterly along said curve to the left with a radius of 11426.19 feet, through a central angle of 0°25'33", a distance of 84.95 feet to the westerly Right of Way Line of State Road 520 and the POINT OF TERMINATION of said centerline, the sidelines of said strip of land to be extended or shortened to meet at angle points and curves and to terminate at said Easterly Existing Limited Access Right of Way Line of Narcoossee Road and said Westerly Right of Way Line of State Road 520.

Containing 21.217 acres, more or less.

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DESIGNED BY: HNTB	DATE: 09/20/2016		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374130684		DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240		05/02/2019	EMO

Containing 21.217 acres, more or less.

CENTRAL FLORIDA
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 STATE ROAD 528
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 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT

Part C

A strip of land 10 feet wide lying 5 feet on each side of the following described centerline;

Commence at a 6"x6" concrete monument (no identification) marking the Northwest Corner of Section 36, Township 23 South, Range 33 East, Orange County, Florida; thence S00°00'00"E, a distance 558.27 feet; to the point on a curve, said curve having a radius of 11426.19 feet, concave to the north; thence easterly along said curve to the left through a central angle of 1°38'08", a distance of 326.18 feet where the chord bears N89°46'17"E a distance of 326.16 feet a point on the easterly Right of Way Line of State Road 520 for the POINT OF BEGINNING of said centerline; thence continue easterly along said curve to the left having a radius of 11426.19 feet,, concave to the north; thence easterly along said curve to the left through a central angle of 2°48'27", a distance of 559.90 feet to a point on a non-tangent curve with a radius of 22979.25 feet, concave to the north; thence easterly along said curve to the left through a central angle of 0°50'58", a distance of 340.70 feet where the chord bears N85°34'37"E a distance of 340.70 feet to the point of intersection with a non-tangent line; thence N85°17'33"E, a distance of 643.13 feet; thence N85°15'12"E, a distance of 123.96 feet to a point on a non-tangent curve with a radius of 30135.68 feet, concave to the north; thence easterly along said curve to the left through a central angle of 1°01'51", a distance of 542.19 feet where the chord bears N84°39'34"E a distance of 542.19 feet to the point of intersection with a non-tangent line; thence N84°03'56"E, a distance of 123.96 feet; thence N84°01'34"E, a distance of 825.96 feet to a point on a non-tangent curve with a radius of 21653.42 feet, concave to the south; thence easterly along said curve to the right through a central angle of 0°13'26", a distance of 84.58 feet where the chord bears N83°59'16"E a distance of 84.58 feet to point lying on the original Southerly Limited Access Right of Way Line of State Road 528, and the POINT OF TERMINATION of said centerline, the sidelines of said strip of land to be extended or shortened to meet at angle points and curves and to terminate at said Easterly Right of Way Line of State Road 520 and at said original Southerly Limited Access Right of Way Line of State Road 528.

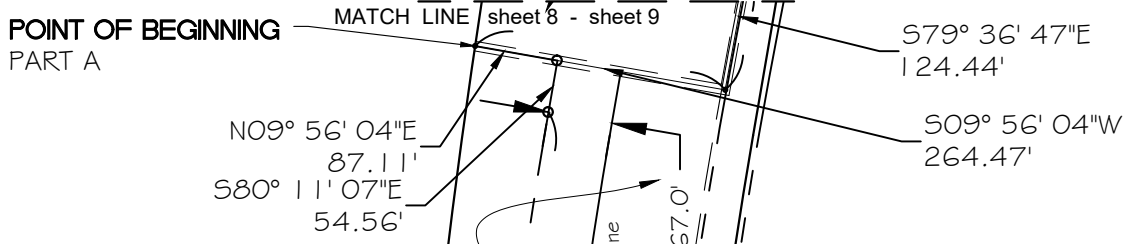
Containing 0.745 acres, more or less.

Total area of Parts A, B and C is 24.629 acres, more or less.

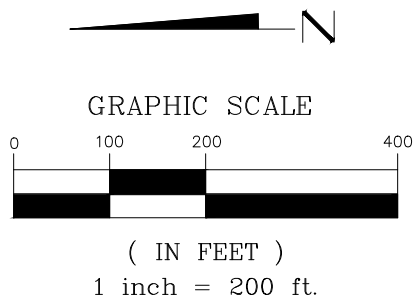
THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 7 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			05/02/2019	EMO
				DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT



Radius = 5796.58'
Delta = 9° 57' 42"
Arc Length = 1007.81'
Chord Bearing = N85° 10' 36"W
Chord Distance = 1006.54'



Section 27

Section 34

EXISTING
NORTHERLY LIMITED
ACCESS RIGHT OF
WAY LINE

N89° 50' 48"E
2341.25'

POINT OF COMMENCEMENT ±
PART A

98.37' North of 90d nail (no id)
marking Southwest corner Section 27,
Township 23 South, Range 30 East

THIS IS NOT A SURVEY

MATCH LINE sheet 8 - sheet 9

S.R. 528 centerline
67.0'

"Beach Line Expressway"
S. R. 528 (VARIABLE WIDTH RIGHT-OF-WAY)
per Orlando Orange County Expressway Authority Right-of-Way Map,
Section No. 1, 2 and Airport Interchange - Bee Line
Improvements Right of Way Maps

AAF RAIL EASEMENT PARCEL

limit of Northern
Slope Property

EXISTING SOUTHERLY
LIMITED ACCESS RIGHT
OF WAY LINE

90d nail (no id)
Southwest corner Section 27,
Township 23 South, Range 30 East

ORLANDO INTERNATIONAL AIRPORT

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DESIGNED BY: HNTB

DATE: 09/20/2016

DRAWN BY: PEW

AMEC JOB No.: 6374130684

APPROVED BY: RMJ

CFX PROJECT No.: 528-1240

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 8 OF 70

REVISIONS

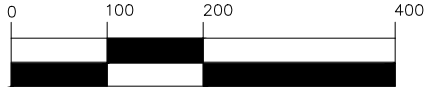
DATE	BY

DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg

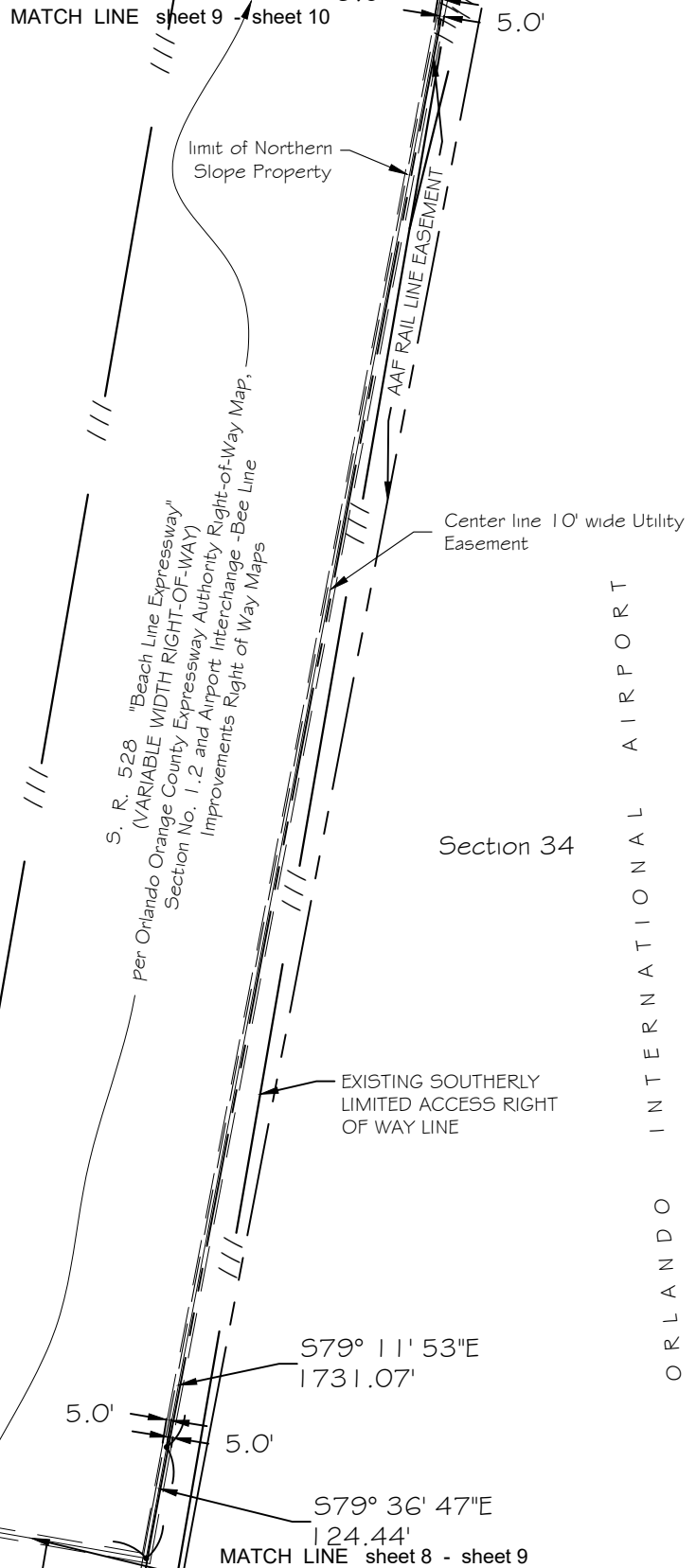
CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT



GRAPHIC SCALE



(IN FEET)
 1 inch = 200 ft.



POINT OF BEGINNING
 PART A
 THIS IS NOT A SURVEY

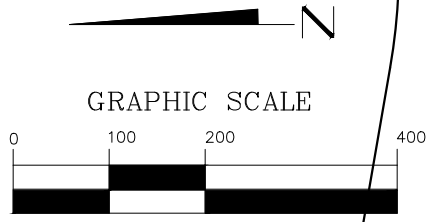
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 09/20/2016
DRAWN BY: PEW	AMEC JOB No.: 6374130684
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

LEGAL DESCRIPTION and SKETCH

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 75 East Amelia Street, Suite 200
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SHEET 9 OF 70	
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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT



(IN FEET)
 1 inch = 200 ft.

EXISTING
 NORTHERLY LIMITED
 ACCESS RIGHT OF
 WAY LINE

S. R. 528 "Beach Line Expressway"
 (VARIABLE WIDTH RIGHT-OF-WAY)
 Section No. 1.2 and Airport Interchange -Bee Line
 Improvements Right of Way Map,
 per Orlando Orange County Expressway
 Section No. 1.2

EXISTING SOUTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE OF STATE ROAD 528
 Per OCEA Right-of-Way Map Section 1.2

SOUTH LIMITED ACCESS RIGHT OF WAY LINE
 OF GOLDENROD ROAD EXTENSION
 per OCEA Project No. 903
 Right-of-Way Map

Center line 10' wide Utility
 Easement

**POINT OF
 COMMENCEMENT
 PART A**

6"x6" concrete
 monument (no id)
 Northeast corner
 Section 34,
 Township 23 South,
 Range 30 East

limit of Northern
 Slope Property

Center line 10' wide Utility
 Easement

580° 10' 14"E
 3382.43'

500° 22' 19"E
 548.26'

580° 10' 14"E
 135.61'

5.0'

5.0'

THIS IS NOT A SURVEY

MATCH LINE sheet 9 - sheet 10

MATCH LINE sheet 10 - sheet 11

Section 35

Section 34

ORLANDO INTERNATIONAL AIRPORT

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 09/20/2016
DRAWN BY: PEW	AMEC JOB No.: 6374130684
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

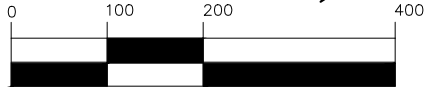
LEGAL DESCRIPTION and SKETCH
 Amec Foster Wheeler Environment & Infrastructure, Inc.
 75 East Amelia Street, Suite 200
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 Phone: (407) 522-7570
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SHEET 10 OF 70	
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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT



GRAPHIC SCALE



(IN FEET)
 1 inch = 200 ft.

MATCH LINE sheet 11 - sheet 12

EXISTING SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE

limit of Northern Slope Property

S. R. 528 "Beach Line Expressway" (VARIABLE WIDTH RIGHT-OF-WAY) Per Orlando Orange County Expressway Authority Right-of-Way Map, Section No. 1.2 and OOCEA Project 903 Right-of-Way Maps

SOUTH LIMITED ACCESS RIGHT OF WAY LINE OF GOLDENROD ROAD EXTENSION Per OOCEA Project No. 903 Right-of-Way Map

GOLDENROD ROAD

58° 10' 14"E
 3382.43'

Center line 10' wide Utility Easement

EXISTING SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 528 per OOCEA Right-of-Way Map Section 1.2

MAINTENANCE AGREEMENT O.R.B. 6948 PAGE 2771

Section 35

5.0' 5.0'

SOUTH LIMITED ACCESS RIGHT OF WAY LINE OF GOLDENROD ROAD EXTENSION per OOCEA Project No. 903 Right-of-Way Map

MATCH LINE sheet 10 - sheet 11

ORLANDO INTERNATIONAL AIRPORT

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 09/20/2016
DRAWN BY: PEW	AMEC JOB No.: 6374130684
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

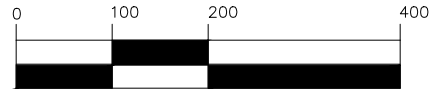
LEGAL DESCRIPTION and SKETCH
 Amec Foster Wheeler Environment & Infrastructure, Inc.
 75 East Amelia Street, Suite 200
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 Certificate of Authorization Number LB-0007932

SHEET 11 OF 70	
REVISIONS	
DATE	BY
05/02/2019	EMO
DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT

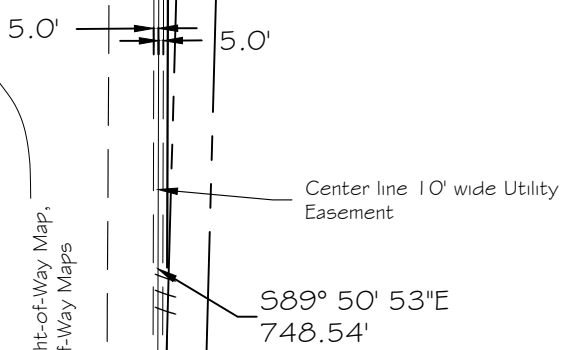


GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

MATCH LINE sheet 12 - sheet 13



S. R. 528 "Beach Line Expressway"
(VARIABLE WIDTH RIGHT-OF-WAY)
per Orlando Orange County Expressway Authority Right-of-Way Map,
Section No. 1.2 and OOOCEA Project 903 Right-of-Way Maps

Section 35

EXISTING
NORTHERLY LIMITED
ACCESS RIGHT OF
WAY LINE



Radius = 5872.58'
Delta = 6° 38' 13"
Arc Length = 680.25'
Chord Bearing = 583° 30' 37"E
Chord Distance = 679.87'

EXISTING SOUTHERLY
LIMITED ACCESS RIGHT
OF WAY LINE

limit of Northern
Slope Property

SOUTH LIMITED ACCESS
RIGHT OF WAY LINE
OF GOLDENROD ROAD EXTENSION
per OOOCEA Project No. 903
Right-of-Way Map

THIS IS NOT A SURVEY

MATCH LINE sheet 11 - sheet 12

ORLANDO INTERNATIONAL AIRPORT

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 09/20/2016
DRAWN BY: PEW	AMEC JOB No.: 6374130684
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

LEGAL DESCRIPTION and SKETCH
 Amec Foster Wheeler Environment & Infrastructure, Inc.
 75 East Amelia Street, Suite 200
 Orlando, FL 32801 USA
 Phone: (407) 522-7570
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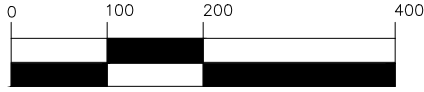


SHEET 12 OF 70	
REVISIONS	
DATE	BY
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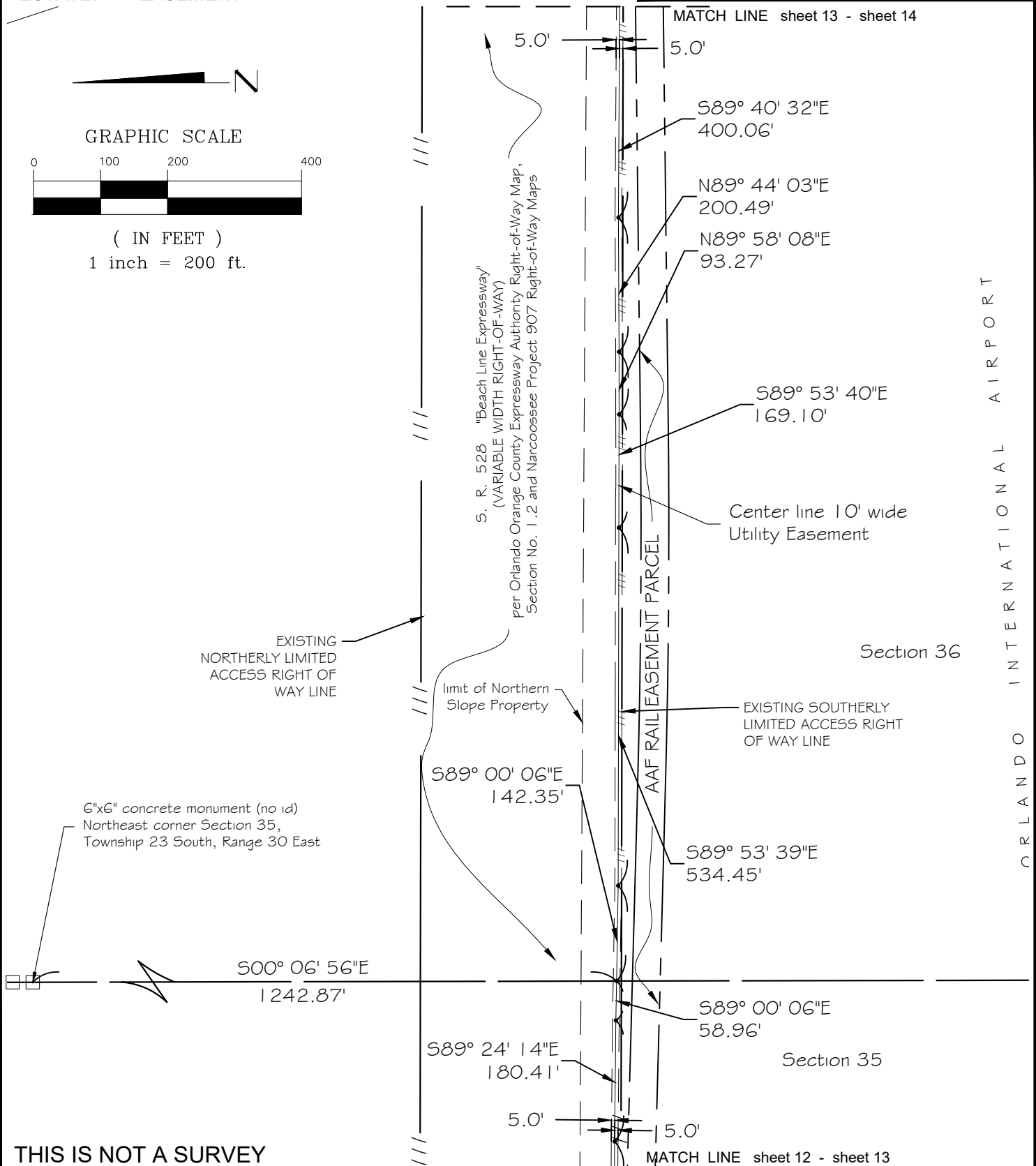
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT



GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 13 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			05/02/2019	EMO
				DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT

MATCH LINE sheet 14 - sheet 15



GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

$588^{\circ} 44' 06''E$
267.06'

5.0'

5.0'

ORIGINAL and
EXISTING SOUTHERLY
LIMITED ACCESS
RIGHT OF WAY LINE

PROPOSED LIMITED ACCESS
RIGHT OF WAY LINE

Center line 10' wide
Utility Easement
 $N87^{\circ} 22' 24''E$
365.02'

S. R. 528 "Beach Line Expressway"
(VARIABLE WIDTH RIGHT-OF-WAY)
per Orlando Orange County Expressway Authority Right-of-Way Map,
Section No. 1.2 and Narcoossee Project 907 Right-of-Way Maps

$N87^{\circ} 16' 30''E$
227.47'

$N84^{\circ} 14' 17''E$
72.41'

$N80^{\circ} 51' 04''E$
137.36'

EXISTING
NORTHERLY LIMITED
ACCESS RIGHT OF
WAY LINE

EXISTING SOUTHERLY
LIMITED ACCESS
RIGHT OF
WAY LINE

AAF RAIL
EASEMENT PARCEL

$589^{\circ} 51' 36''E$
372.80'

Section 36

limit of Northern
Slope Property

$589^{\circ} 56' 02''E$
191.10'

5.0'

5.0'

THIS IS NOT A SURVEY

MATCH LINE sheet 13 - sheet 14

ORLANDO INTERNATIONAL AIRPORT

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 09/20/2016
DRAWN BY: PEW	AMEC JOB No.: 6374130684
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

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 14 OF 70	
REVISIONS	
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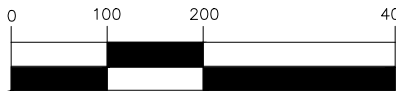
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT

MATCH LINE sheet 15 - sheet 16

"RESERVE AT BEACHLINE"
 Plat Book 66, Page 137-138



GRAPHIC SCALE



(IN FEET)
 1 inch = 200 ft.

POINT OF BEGINNING
 PART B

EASTERLY LIMITED ACCESS RIGHT OF WAY LINE per OOCEA Right of Way Map for S.R. 528 / NARCOOSSEE ROAD Project No. 907

N89° 55' 20"E
 225.19'

5.0' 5.0'

EXISTING SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE

Center line 10' wide Utility Easement

S89° 18' 55"W 1039.70'

N89° 10' 03"E
 514.39'

N89° 57' 59"E
 21.47'

N30° 08' 04"W
 22.51'

WESTERLY LIMITED ACCESS RIGHT OF WAY LINE per OOCEA Right of Way Map for S.R. 528 / NARCOOSSEE ROAD Project No. 907

N88° 16' 16"E
 168.26'

EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE

N89° 57' 59"E
 8.35'

Narcoossee Road

POINT OF TERMINATION
 PART A

Center line 10' wide Utility Easement

N89° 43' 27"E
 43.06'
 S89° 13' 22"E
 52.09'

Section 36

EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE

S89° 51' 59"E
 550.72'

ORIGINAL and EXISTING SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE

PROPOSED LIMITED ACCESS RIGHT OF WAY LINE

5.0' 5.0'

S84° 15' 48"E
 189.12'

limit of Northern Slope Property

AAF RAIL EASEMENT PARCEL

ORLANDO INTERNATIONAL AIRPORT

THIS IS NOT A SURVEY

MATCH LINE sheet 14 - sheet 15

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 09/20/2016
DRAWN BY: PEW	AMEC JOB No.: 6374130684
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

LEGAL DESCRIPTION and SKETCH
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 75 East Amelia Street, Suite 200
 Orlando, FL 32801 USA
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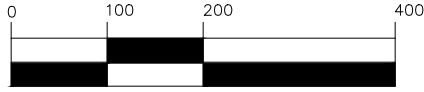


SHEET 15 OF 70	
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DATE	BY
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DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT



GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

MATCH LINE sheet 16 - sheet 17

Radius = 4387.54'
Delta = 13° 37' 32"
Arc Length = 1043.40'
Chord Bearing = N79° 52' 43"E
Chord Distance = 1040.94'

ORIGINAL SOUTHERLY
LIMITED ACCESS RIGHT OF WAY

limit of Southern
Slope Property Section 31

Radius = 8800.89'
Delta = 2° 37' 04"
Arc Length = 402.09'
Chord Bearing = N88° 26' 36"E
Chord Distance = 402.05'

10' non-exclusive access easement
ORB 3638, Pg. 1248

N89° 18' 56"E

123.61'

EXISTING SOUTHERLY
LIMITED ACCESS RIGHT
OF WAY LINE PER
ORB 11002, Pg. 294

S. R. 528 "Beach Line Expressway"
(VARIABLE WIDTH RIGHT-OF-WAY)
Per Orlando Orange County Expressway Authority Right-of-Way Map,
Sections No. 1, 1, No. 1.2 and Narcoossee Project 907 Right-of-Way Maps

EXISTING
NORTHERLY LIMITED
ACCESS RIGHT OF
WAY LINE

Center line 10' wide
Utility Easement

N89° 06' 06"E
368.16'

500° 15' 33"W 1216.19'
East line of northeast 1/4 of Section 36

POINT OF COMMENCEMENT

PART B 500° 15' 33"W
5/8" iron rod (no id)
Northeast corner Section 36,
Township 23 South, Range 30 East

Section 36
THIS IS NOT A SURVEY

N88° 34' 25"E 139.87'
509° 35' 15"E 27.68'
N85° 26' 01"E 145.96'

N88° 34' 25"E
69.31'

Range 31 East

Range 30 East

589° 18' 55"W
1039.70'

MATCH LINE sheet 15 - sheet 16

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 09/20/2016
DRAWN BY: PEW	AMEC JOB No.: 6374130684
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

LEGAL DESCRIPTION and SKETCH
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Orlando, FL 32801 USA
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SHEET 16 OF 70	
REVISIONS	
DATE	BY
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DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT

MATCH LINE sheet 18 - sheet 19

Radius = 4931.15'
 Delta = 21° 34' 49"
 Arc Length = 1857.29'
 Chord Bearing = N83° 24' 39"E
 Chord Distance = 1846.33'

Center line 10' wide
 Utility Easement

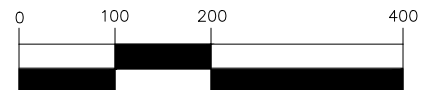
EXISTING SOUTHERLY
 LIMITED ACCESS RIGHT
 OF WAY LINE PER
 ORB 11002, Pg. 294

Section 31

limit of Southern
 Slope Property



GRAPHIC SCALE



(IN FEET)

1 inch = 200 ft.

EXISTING
 NORTHERLY LIMITED
 ACCESS RIGHT OF
 WAY LINE

ORIGINAL SOUTHERLY
 LIMITED ACCESS
 RIGHT OF WAY LINE

limit of Northern
 Slope Property

Radius = 9867.81'
 Delta = 2° 09' 52"
 Arc Length = 372.76'
 Chord Bearing = N71° 10' 30"E
 Chord Distance = 372.73'

THIS IS NOT A SURVEY MATCH LINE sheet 17 - sheet 18

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 09/20/2016
DRAWN BY: PEW	AMEC JOB No.: 6374130684
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

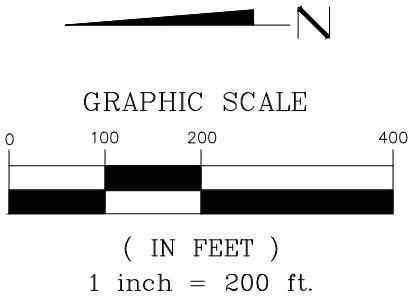
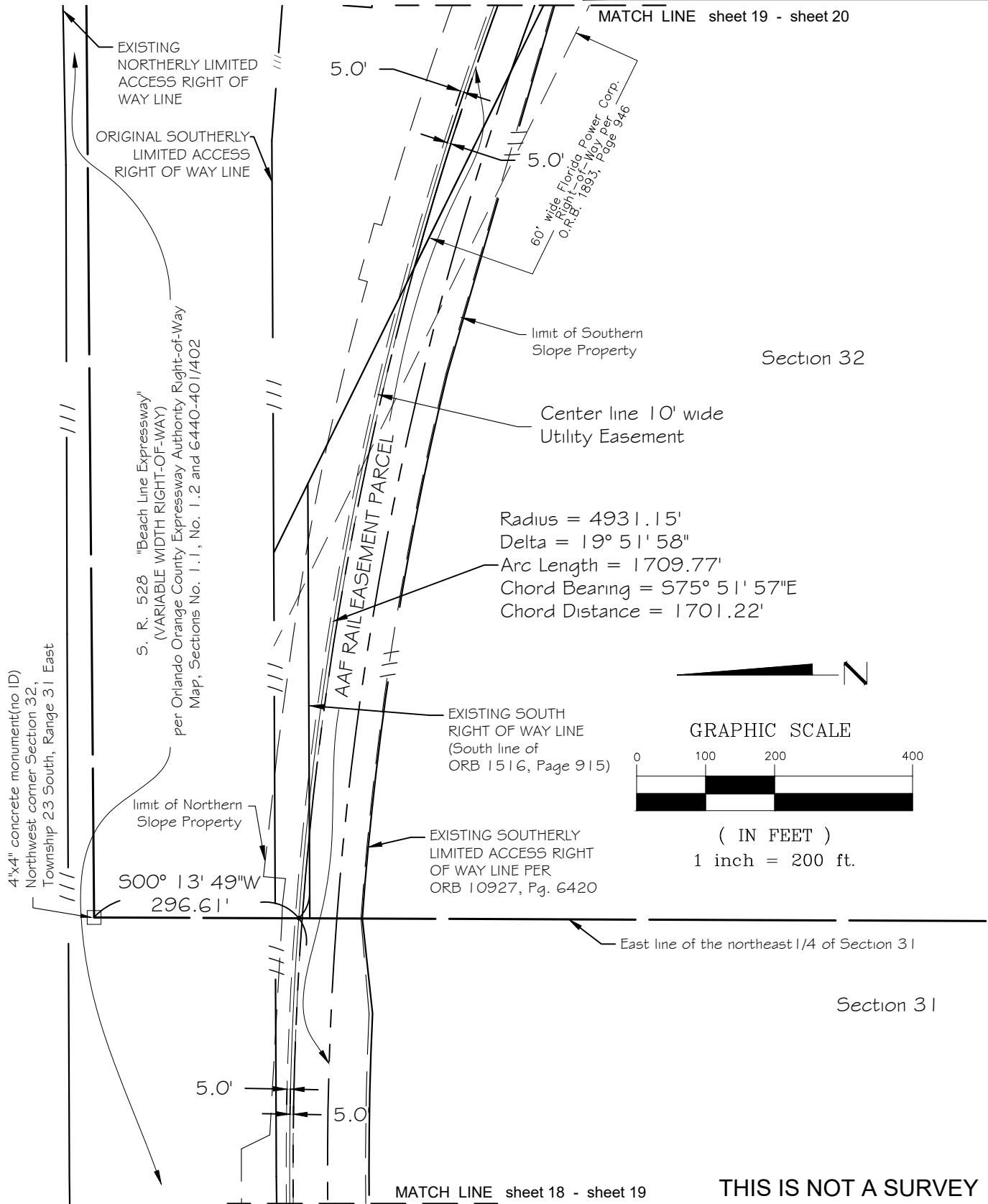
LEGAL DESCRIPTION and SKETCH

Amec Foster Wheeler Environment & Infrastructure, Inc.
 75 East Amelia Street, Suite 200
 Orlando, FL 32801 USA
 Phone: (407) 522-7570
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SHEET 18 OF 70	
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DATE	BY
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CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT



MATCH LINE sheet 18 - sheet 19 THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 19 OF 70			
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						
				DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg			

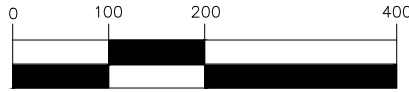
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT

MATCH LINE sheet 20 - sheet 21

ORIGINAL SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE



GRAPHIC SCALE



(IN FEET)
 1 inch = 200 ft.

563° 45' 46"E
 1428.22'

PARCEL # 41-104
 MITIGATION AREA TAKING
 O.R.B. 4068, Page 3668

Section 32

Radius = 9840.57'
 Delta = 2° 10' 13"
 Arc Length = 372.76'
 Chord Bearing = 564° 29' 13"E
 Chord Distance = 372.73'

AAF RAIL EASEMENT PARCEL

Center line 10' wide Utility Easement

EXISTING SOUTHERLY RIGHT OF WAY LINE

S. R. 528 "Beach Line Expressway"
 (VARIABLE WIDTH RIGHT-OF-WAY)
 per Orlando Orange County Expressway Authority Right-of-Way
 Map, Sections No. 1, 1, No. 1.2 and 6440-40/402

limit of Northern Slope Property

limit of Southern Slope Property

60' Wide Florida Power Corporation Right-of-Way Per O.R.B. 1893, Page 946

MATCH LINE sheet 19 - sheet 20

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 09/20/2016
DRAWN BY: PEW	AMEC JOB No.: 6374130684
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

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 20 OF 70	
REVISIONS	
DATE	BY
05/02/2019	EMO
DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT

MATCH LINE sheet 21 - sheet 22

State Road 417
per OOCEA Right-of-Way Maps
6440-401/402

Radius = 3792.06'
Delta = 24° 59' 59"
Arc Length = 1654.58'
Chord Bearing = S79° 45' 26"E
Chord Distance = 1641.49'

Section 32

Center line 10' wide
Utility Easement

AAF RAIL EASEMENT PARCEL

EXISTING SOUTHERLY
LIMITED ACCESS RIGHT
OF WAY LINE

ORIGINAL and
EXISTING SOUTHERLY
LIMITED ACCESS
RIGHT OF WAY LINE

Radius = 7614.94'
Delta = 3° 29' 22"
Arc Length = 463.78'
Chord Bearing = S64° 55' 34"E
Chord Distance = 463.70'

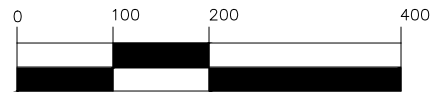
limit of Northern
Slope Property

limit of Southern
Slope Property

PARCEL # 41-104
MITIGATION AREA TAKING
O.R.B. 4068, Page 3668



GRAPHIC SCALE



(IN FEET)

1 inch = 200 ft.

THIS IS NOT A SURVEY

MATCH LINE sheet 20 - sheet 21

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 09/20/2016
DRAWN BY: PEW	AMEC JOB No.: 6374130684
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

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 21 OF 70	
REVISIONS	
DATE	BY
05/02/2019	EMO
DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

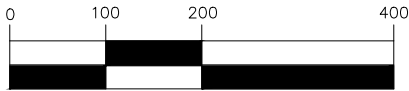
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT

MATCH LINE sheet 22 - sheet 23

50' Utility Easement Agreement
 O.R.B. 9872, Page 2915
 (under construction at time of survey)



GRAPHIC SCALE



(IN FEET)
 1 inch = 200 ft.

Radius = 3792.06'
 Delta = 18° 18' 18"
 Arc Length = 1211.51'
 Chord Bearing = N78° 35' 25"E
 Chord Distance = 1206.36'

limit of Northern Slope Property

limit of Southern Slope Property

EXISTING SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE PER ORB 11002, Pg. 368

Section 33

Center line 10' wide Utility Easement

AAF RAIL EASEMENT PARCEL

Northwest corner Section 33, Township 23 South, Range 31 East corner falls in retaining wall calculated position based on certified corner record # 078327

500° 16' 08"E
 2037.44'

State Road 417
 per OOCEA Right-of-Way Maps
 6440-401/402

EXISTING EASTERLY S.R. 417 LIMITED ACCESS RIGHT OF WAY LINE

Section 32

Radius = 3792.06'
 Delta = 24° 59' 59"
 Arc Length = 1654.58'
 Chord Bearing = S79° 45' 26"E
 Chord Distance = 1641.49'

THIS IS NOT A SURVEY

MATCH LINE sheet 21 - sheet 22

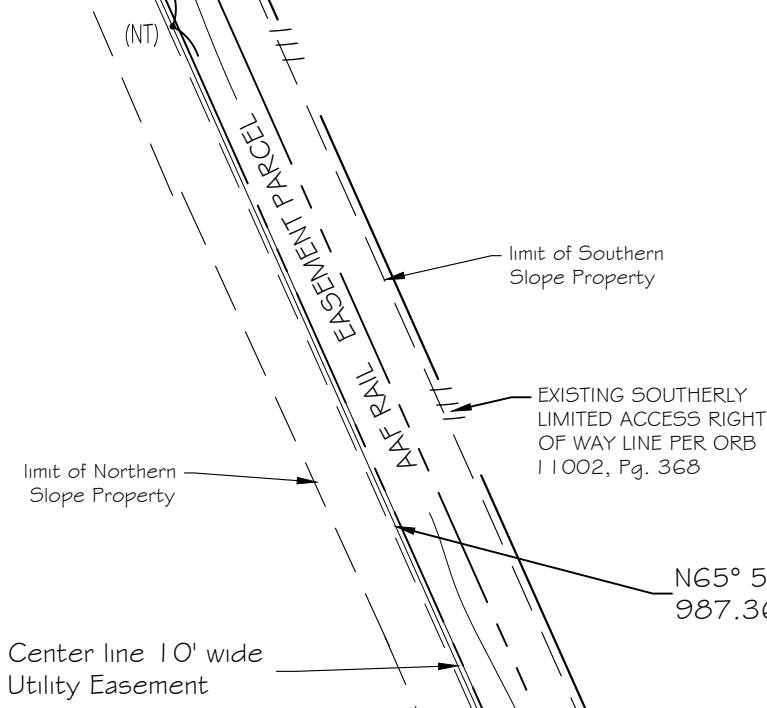
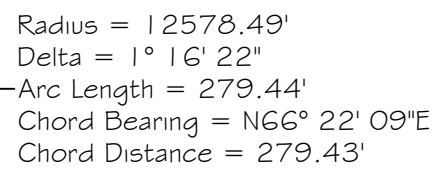
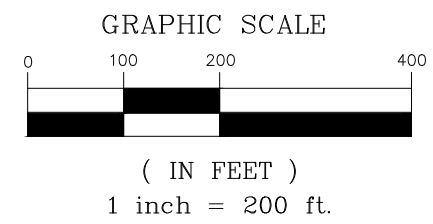
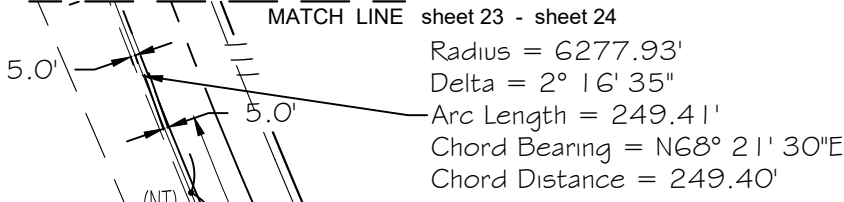
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 09/20/2016
DRAWN BY: PEW	AMEC JOB No.: 6374130684
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

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

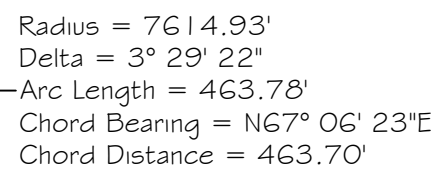


SHEET 22 OF 70	
REVISIONS	
DATE	BY
05/02/2019	EMO
DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

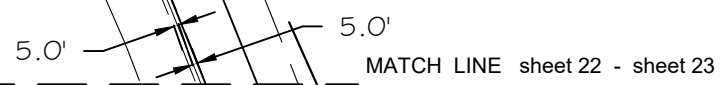
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT



Section 33



THIS IS NOT A SURVEY



FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 23 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			05/02/2019	EMO
				DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT

MATCH LINE sheet 24 - sheet 25

Radius = 12574.49'
 Delta = 1° 16' 24"
 Arc Length = 279.44'
 Chord Bearing = N84° 46' 32"E
 Chord Distance = 279.44'

limit of Southern Slope Property

Center line 10' wide Section 33 Utility Easement

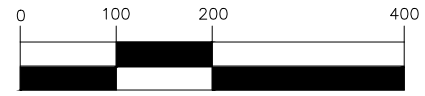
EXISTING SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE PER ORB 11002, Pg. 368

limit of Northern Slope Property

S. R. 528 "Beach Line Expressway" (VARIABLE WIDTH RIGHT-OF-WAY) per Orlando Orange County Expressway Authority Right-of-Way Map, Sections No. 1, 1.1, No. 1.2 and 6440-401/402



GRAPHIC SCALE



(IN FEET)
 1 inch = 200 ft.

ORIGINAL SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE

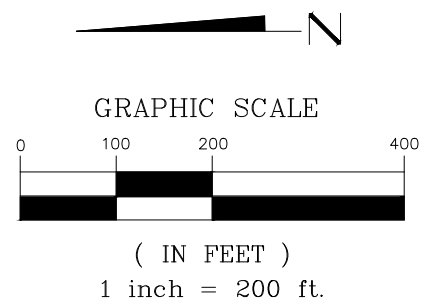
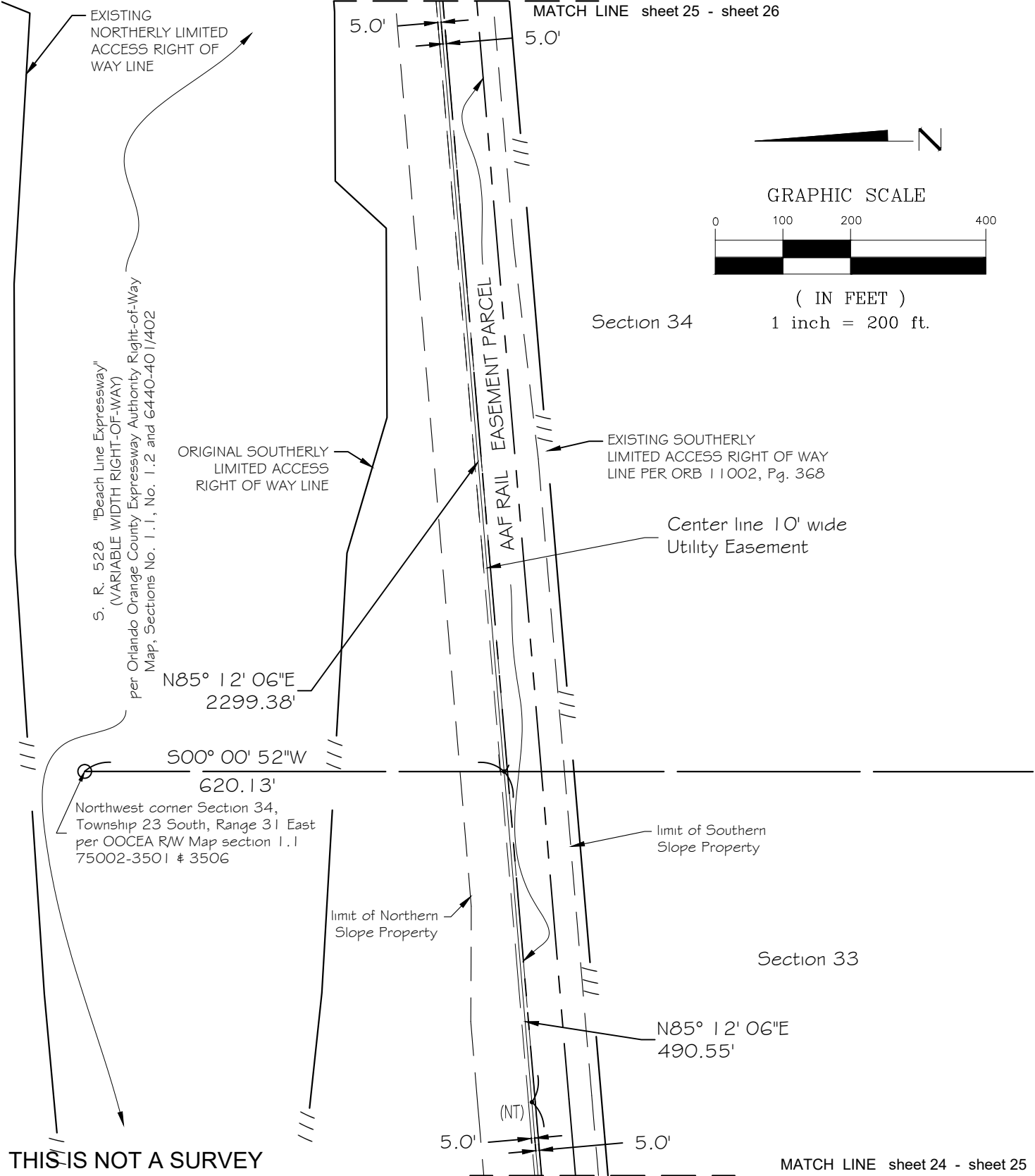
Radius = 6278.02'
 Delta = 14° 25' 41"
 Arc Length = 1580.92'
 Chord Bearing = N76° 42' 38"E
 Chord Distance = 1576.75'

MATCH LINE sheet 23 - sheet 24

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 24 OF 70			
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			05/02/2019	EMO		
				DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT

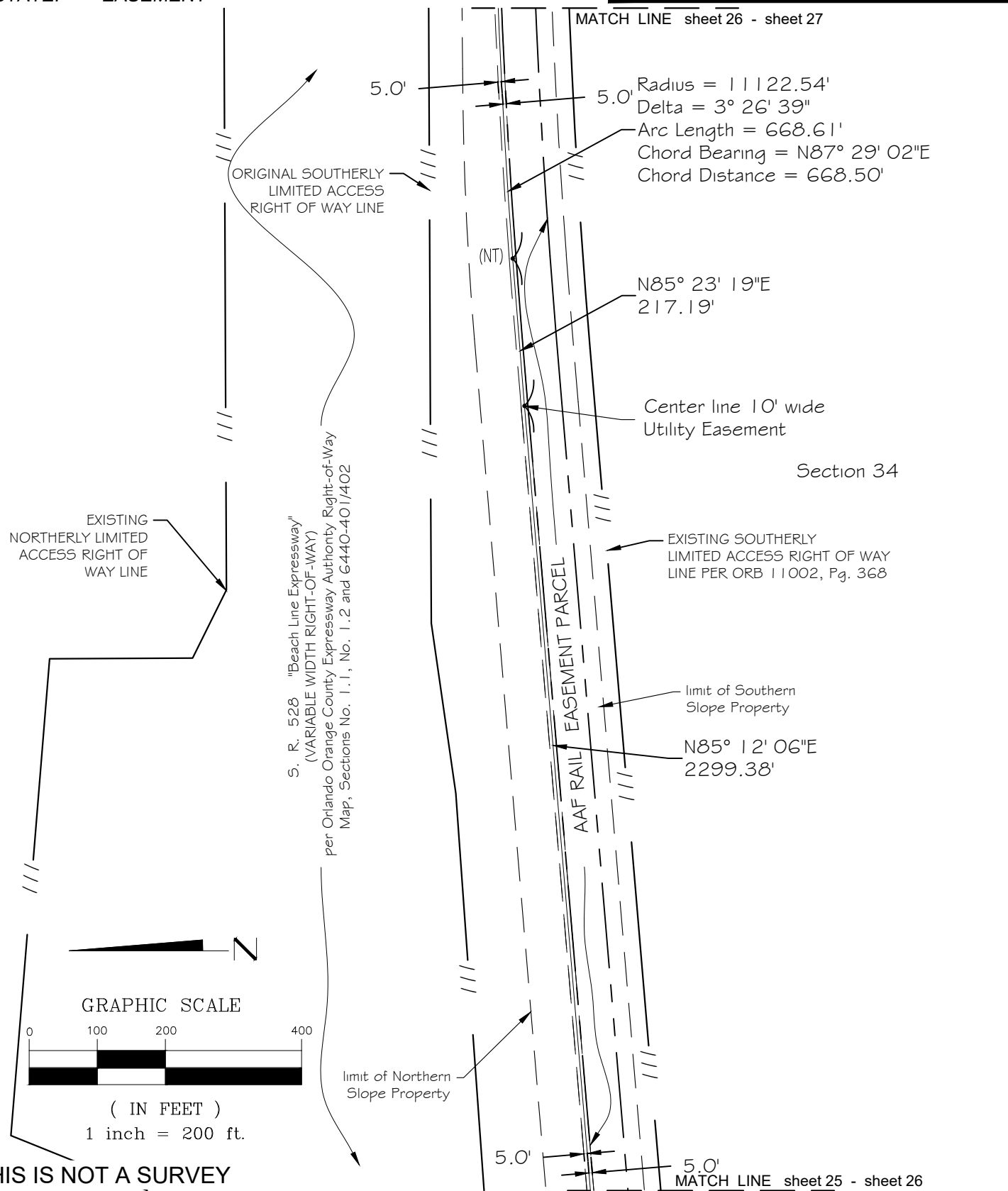


THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 25 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			05/02/2019	EMO
				DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

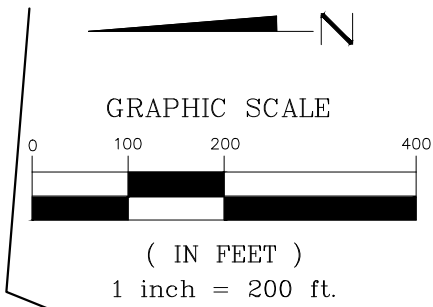
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT

MATCH LINE sheet 26 - sheet 27



S. R. 528 "Beach Line Expressway"
 (VARIABLE WIDTH RIGHT-OF-WAY)
 per Orlando Orange County Expressway Authority Right-of-Way
 Map, Sections No. 1, 1, No. 1.2 and 6440-401/402

EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE



THIS IS NOT A SURVEY

MATCH LINE sheet 25 - sheet 26

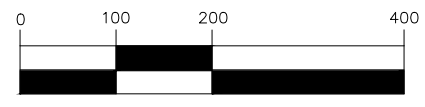
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 26 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240	05/02/2019	EMO	DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT

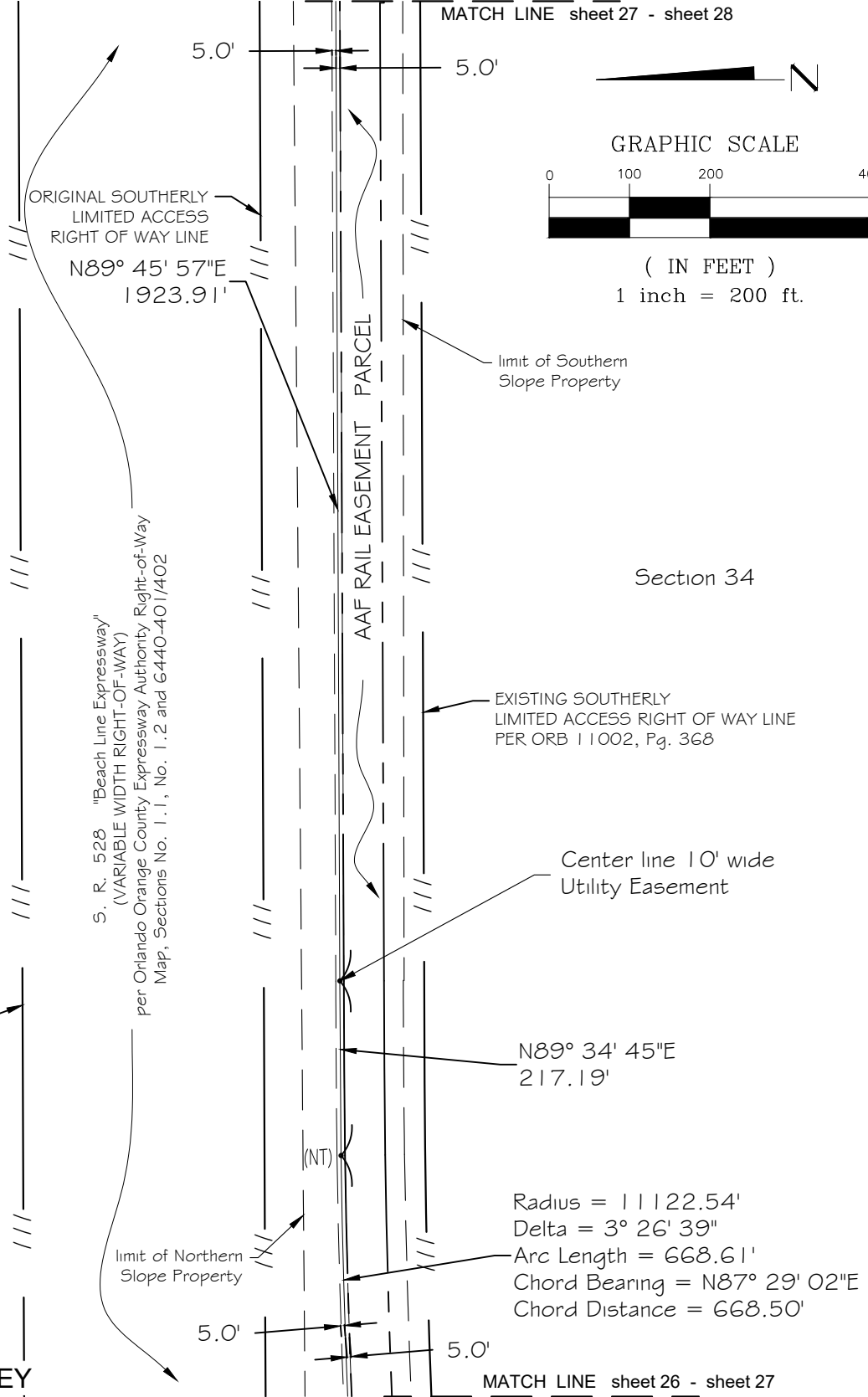
MATCH LINE sheet 27 - sheet 28



GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.



Section 34

THIS IS NOT A SURVEY

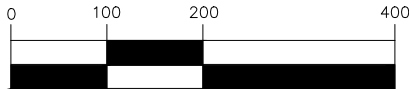
MATCH LINE sheet 26 - sheet 27

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 27 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg	

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT

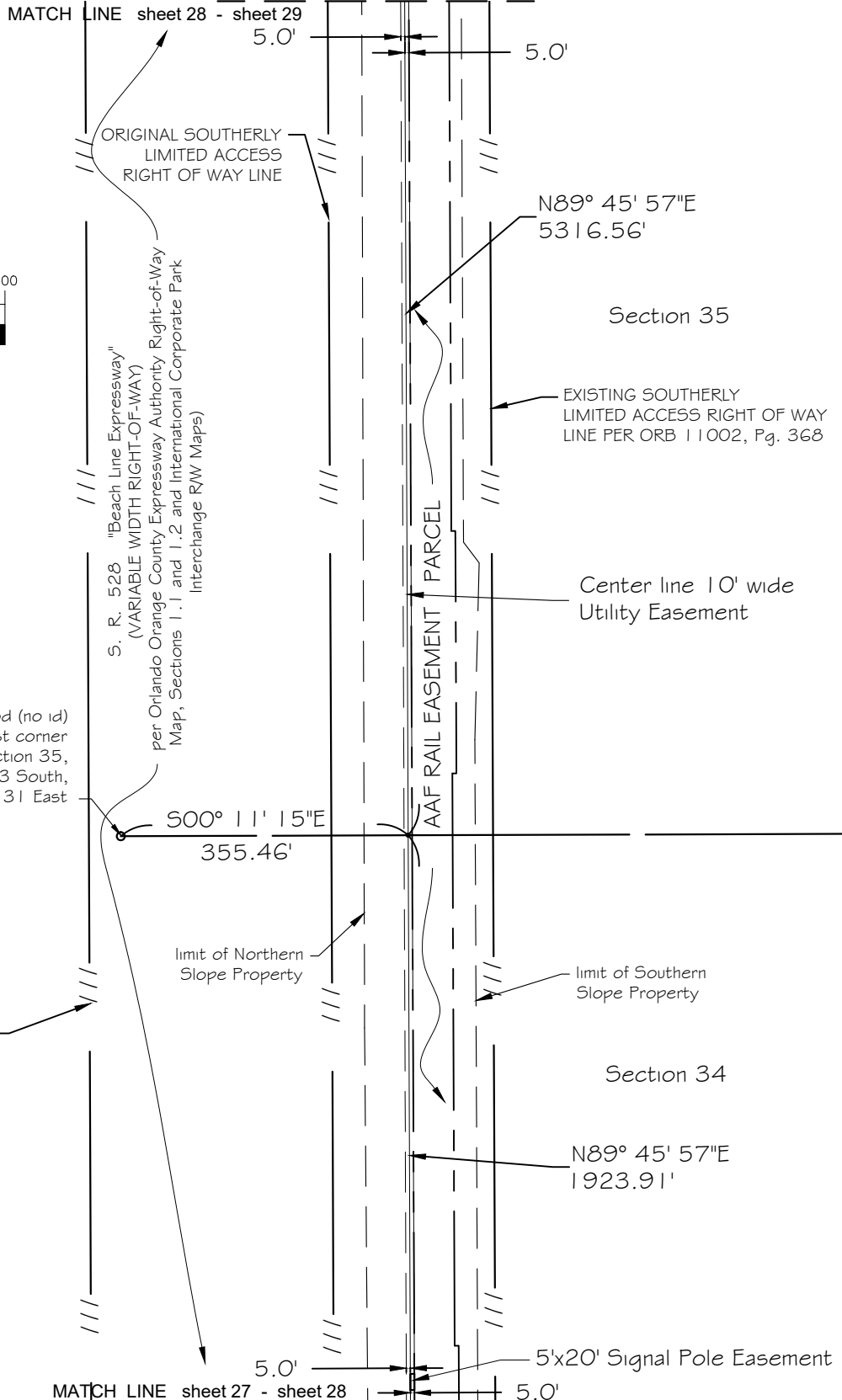


GRAPHIC SCALE



(IN FEET)

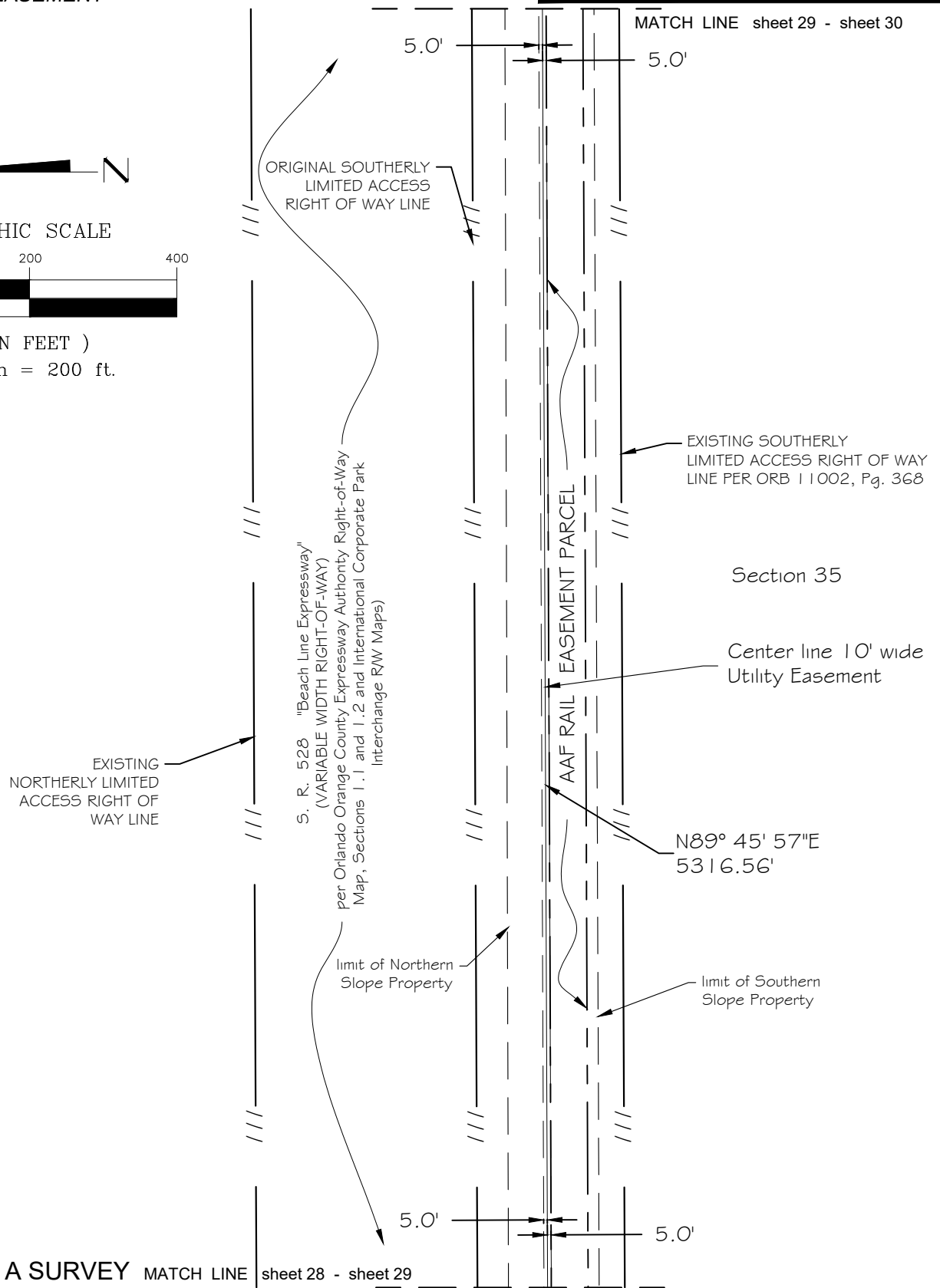
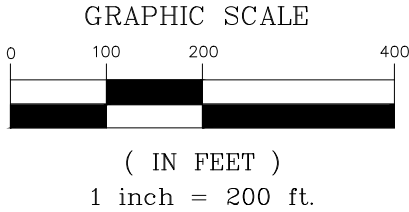
1 inch = 200 ft.



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 28 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg	

CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT

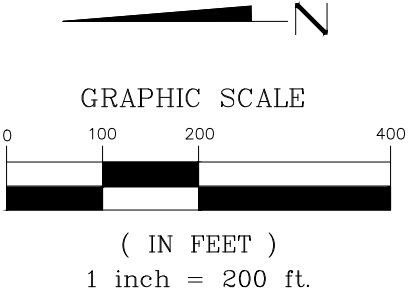
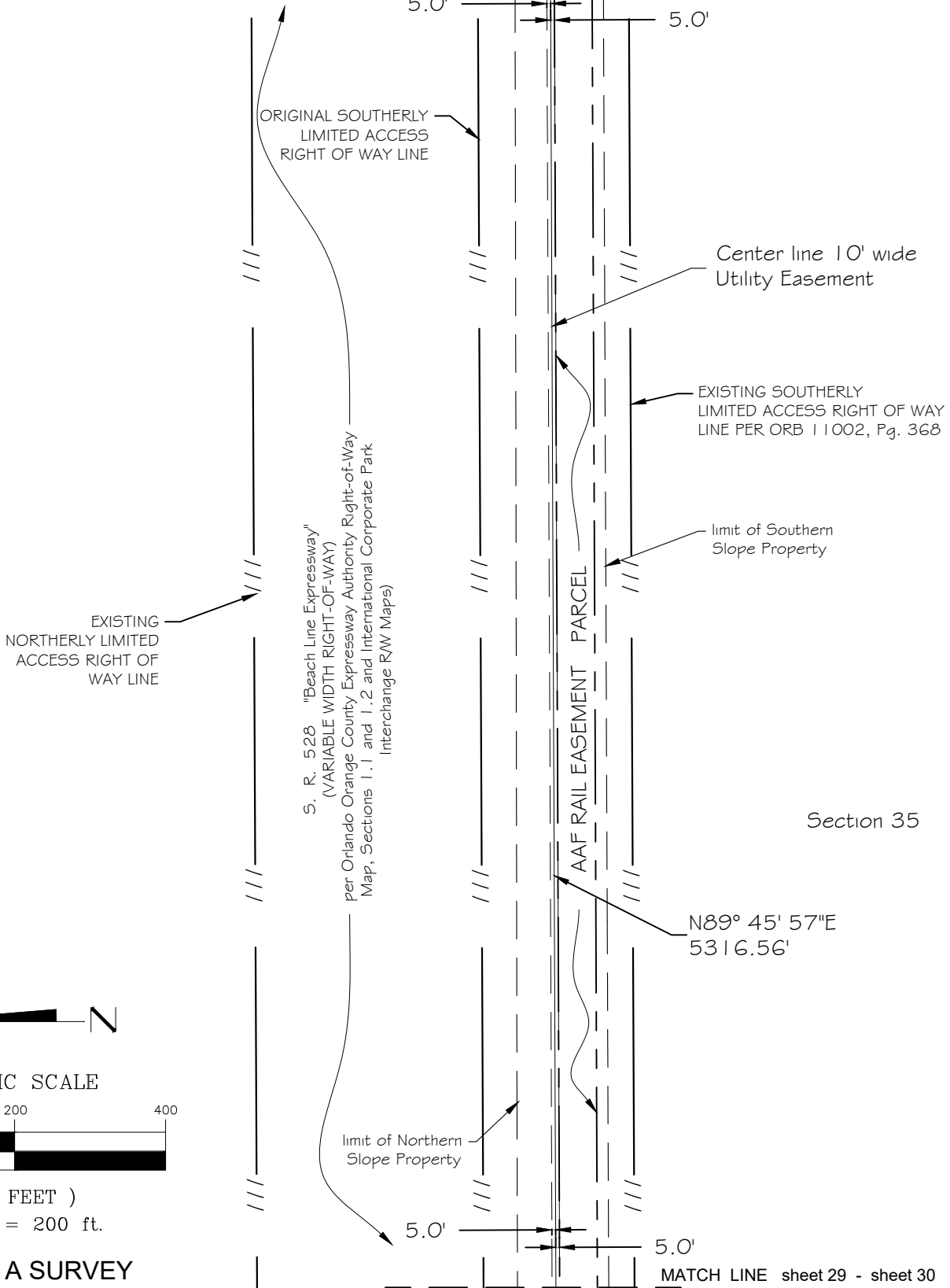


THIS IS NOT A SURVEY MATCH LINE sheet 28 - sheet 29

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 29 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg	

CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT

MATCH LINE sheet 30 - sheet 31

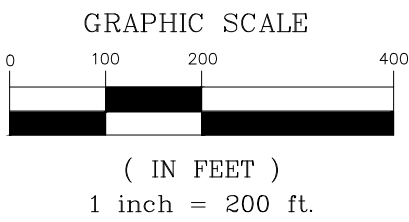
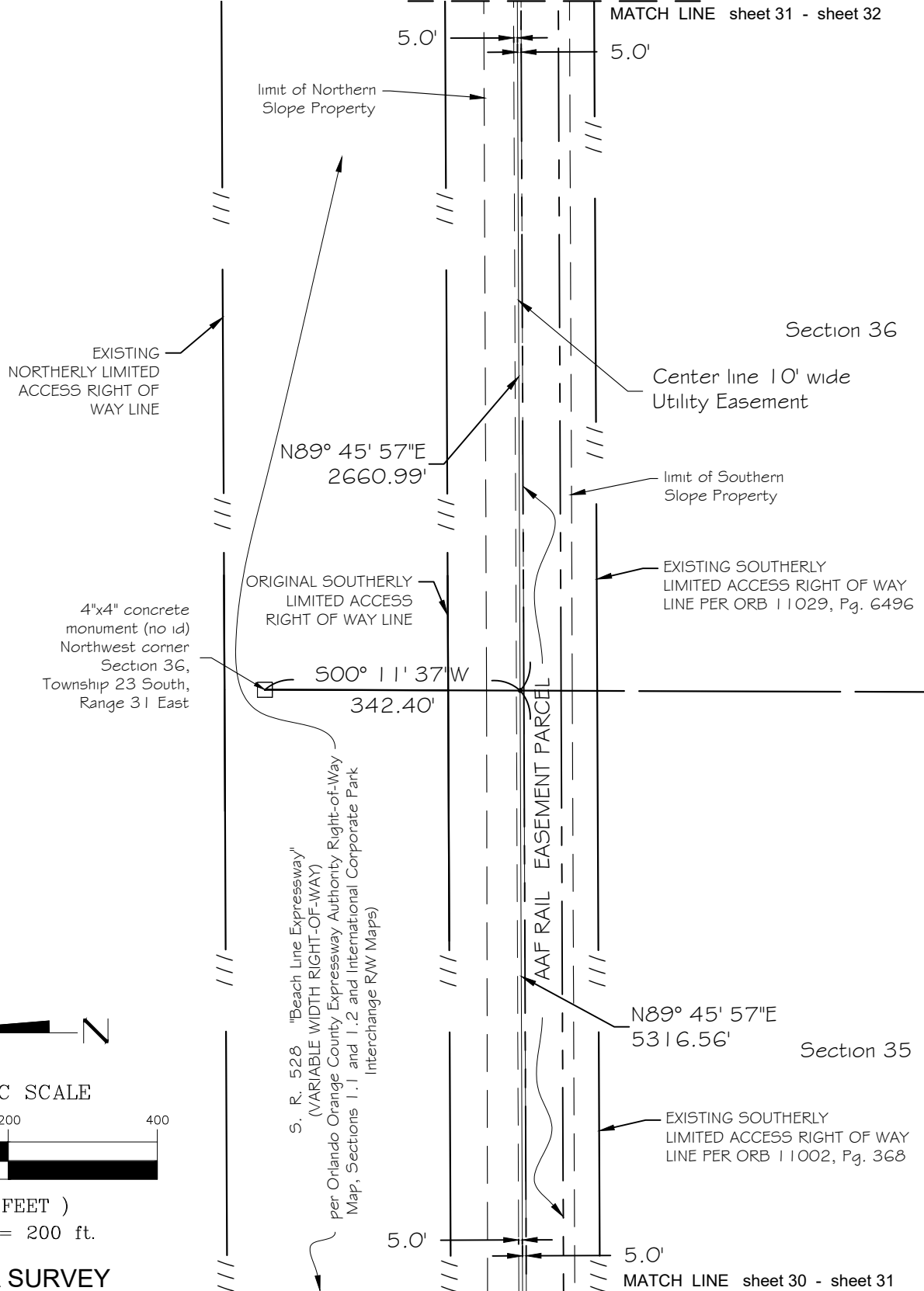


THIS IS NOT A SURVEY

MATCH LINE sheet 29 - sheet 30

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 30 OF 70			
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						
				DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg			

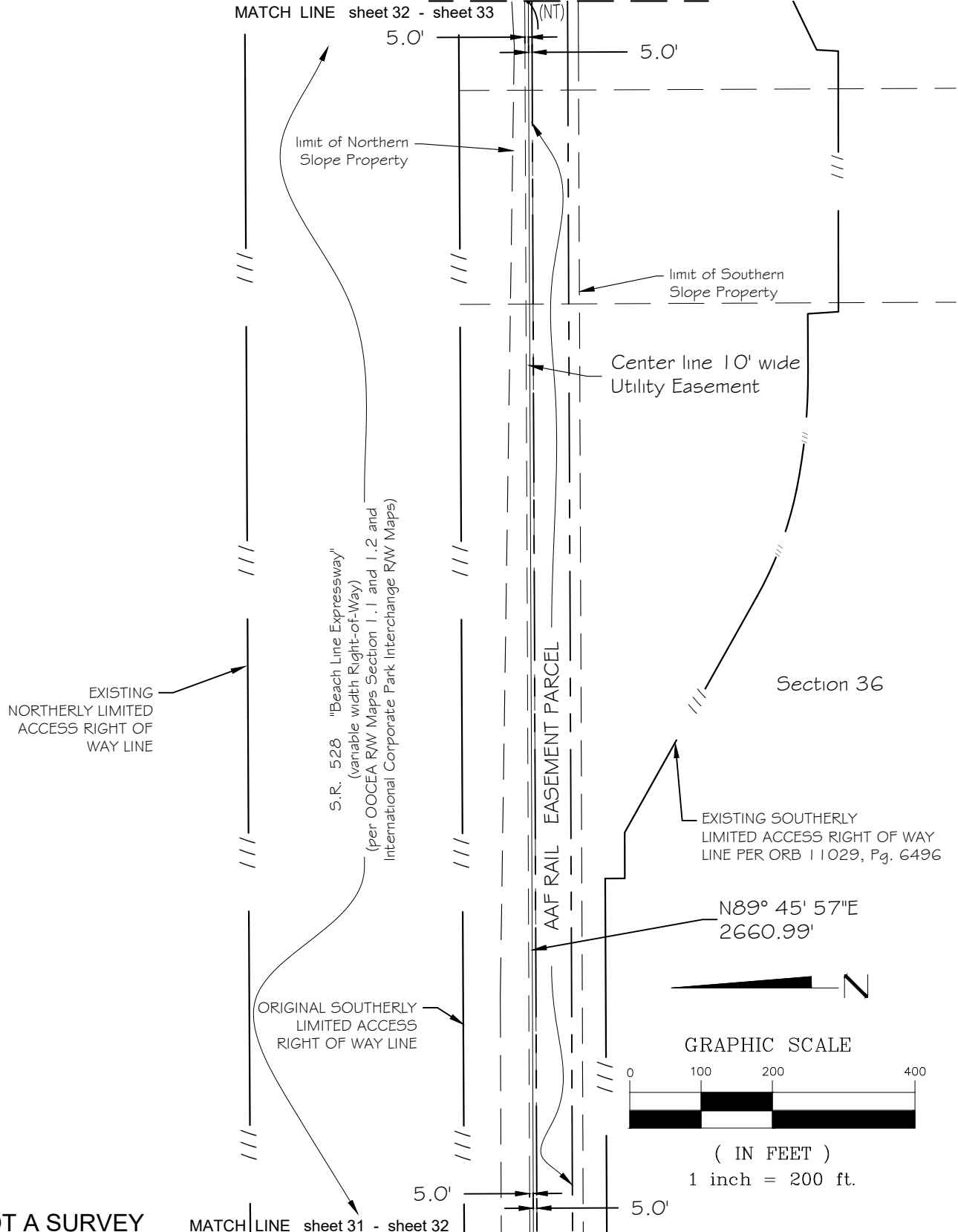
CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 31 OF 70			
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						
				DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg			

CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT



THIS IS NOT A SURVEY

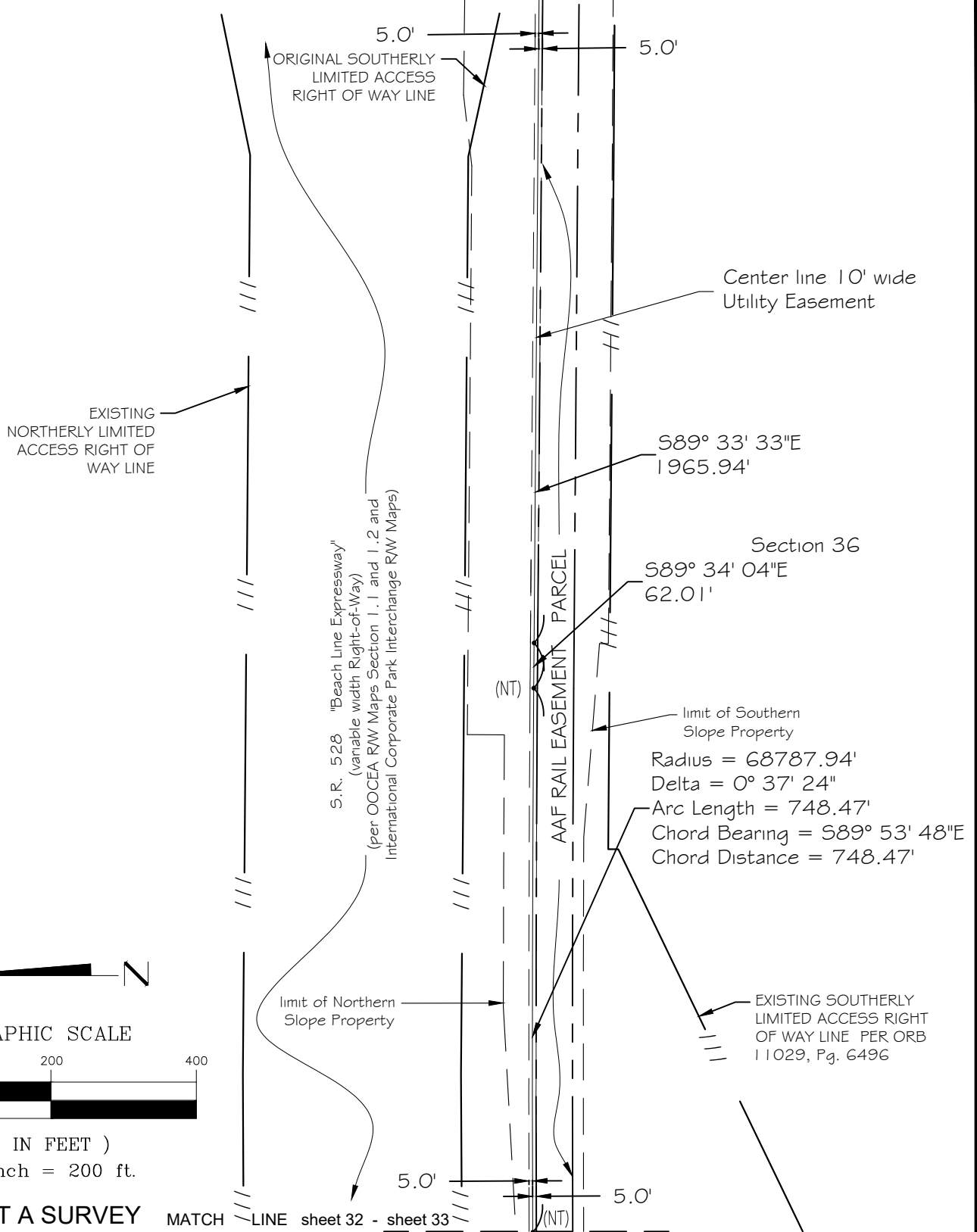
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 09/20/2016
DRAWN BY: PEW	AMEC JOB No.: 6374130684
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

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 32 OF 70	
REVISIONS	
DATE	BY
DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg	

CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT

MATCH LINE sheet 33 - sheet 34



EXISTING
 NORTHERLY LIMITED
 ACCESS RIGHT OF
 WAY LINE

ORIGINAL SOUTHERLY
 LIMITED ACCESS
 RIGHT OF WAY LINE

Center line 10' wide
 Utility Easement

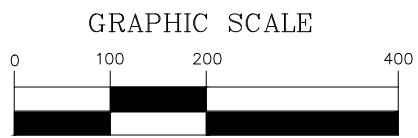
589° 33' 33"E
 1965.94'

Section 36
 589° 34' 04"E
 62.01'

limit of Southern
 Slope Property
 Radius = 68787.94'
 Delta = 0° 37' 24"
 Arc Length = 748.47'
 Chord Bearing = 589° 53' 48"E
 Chord Distance = 748.47'

limit of Northern
 Slope Property

EXISTING SOUTHERLY
 LIMITED ACCESS
 RIGHT OF WAY LINE PER ORB
 11029, Pg. 6496



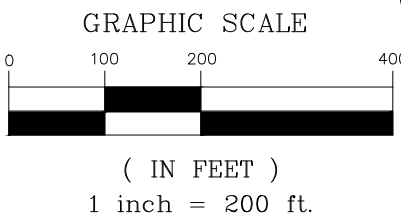
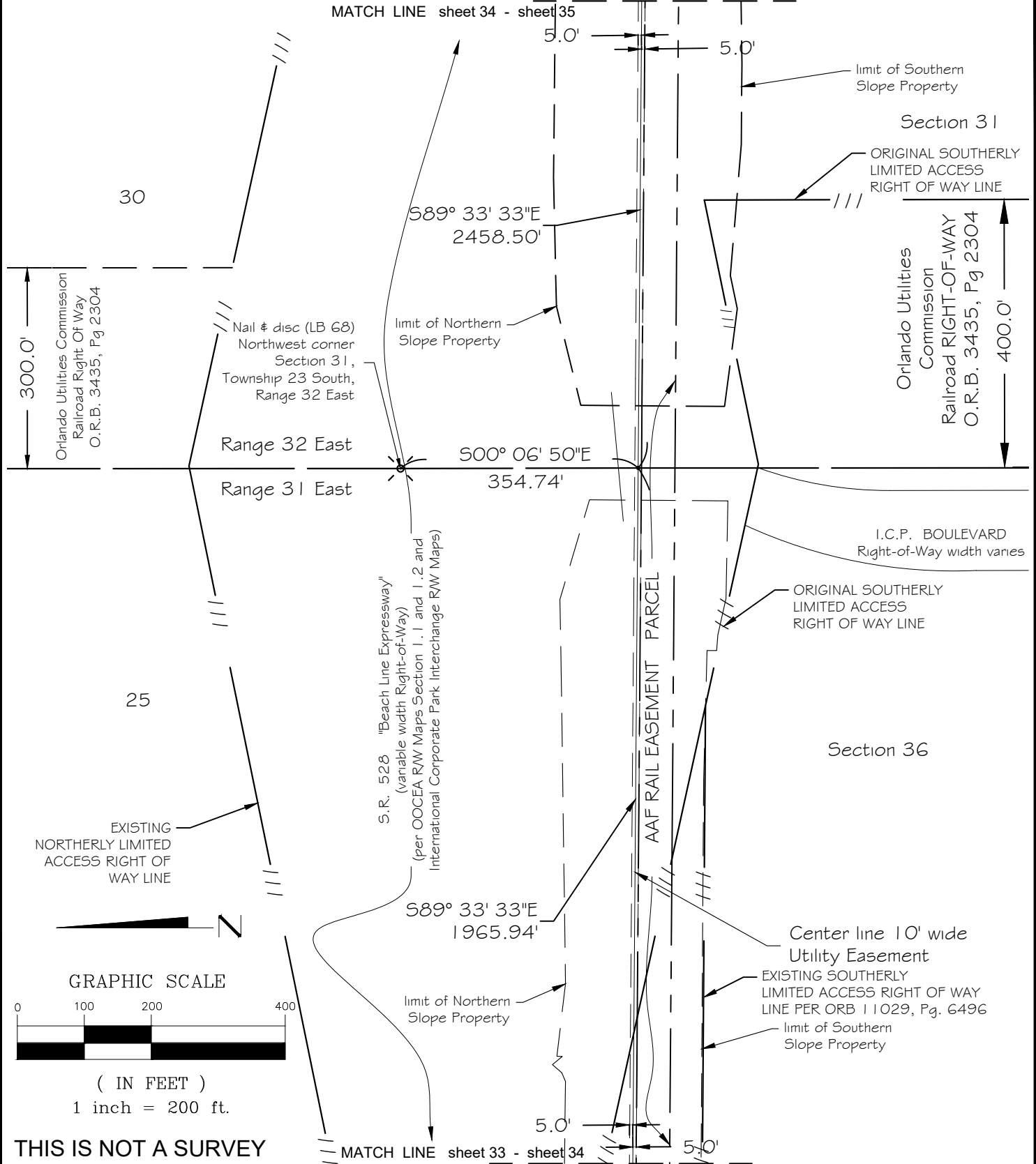
(IN FEET)
 1 inch = 200 ft.

THIS IS NOT A SURVEY

MATCH LINE sheet 32 - sheet 33

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 33 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240	05/02/2019	EMO	DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT

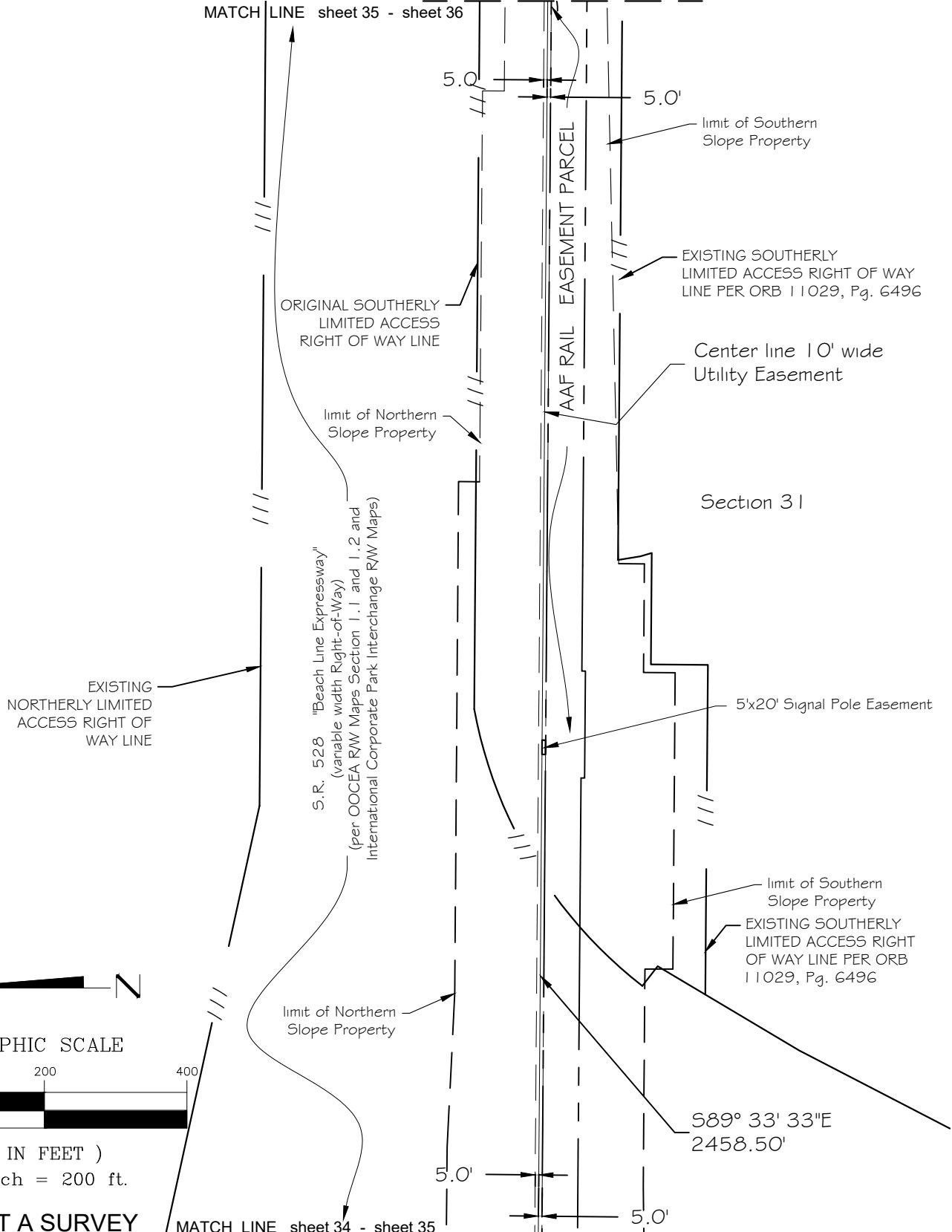


THIS IS NOT A SURVEY

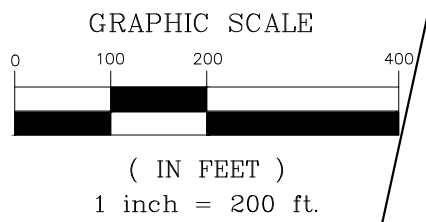
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 34 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			05/02/2019	EMO
				DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT

MATCH LINE sheet 35 - sheet 36



Section 31



THIS IS NOT A SURVEY

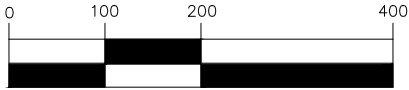
MATCH LINE sheet 34 - sheet 35

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 35 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			05/02/2019	EMO
				DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT

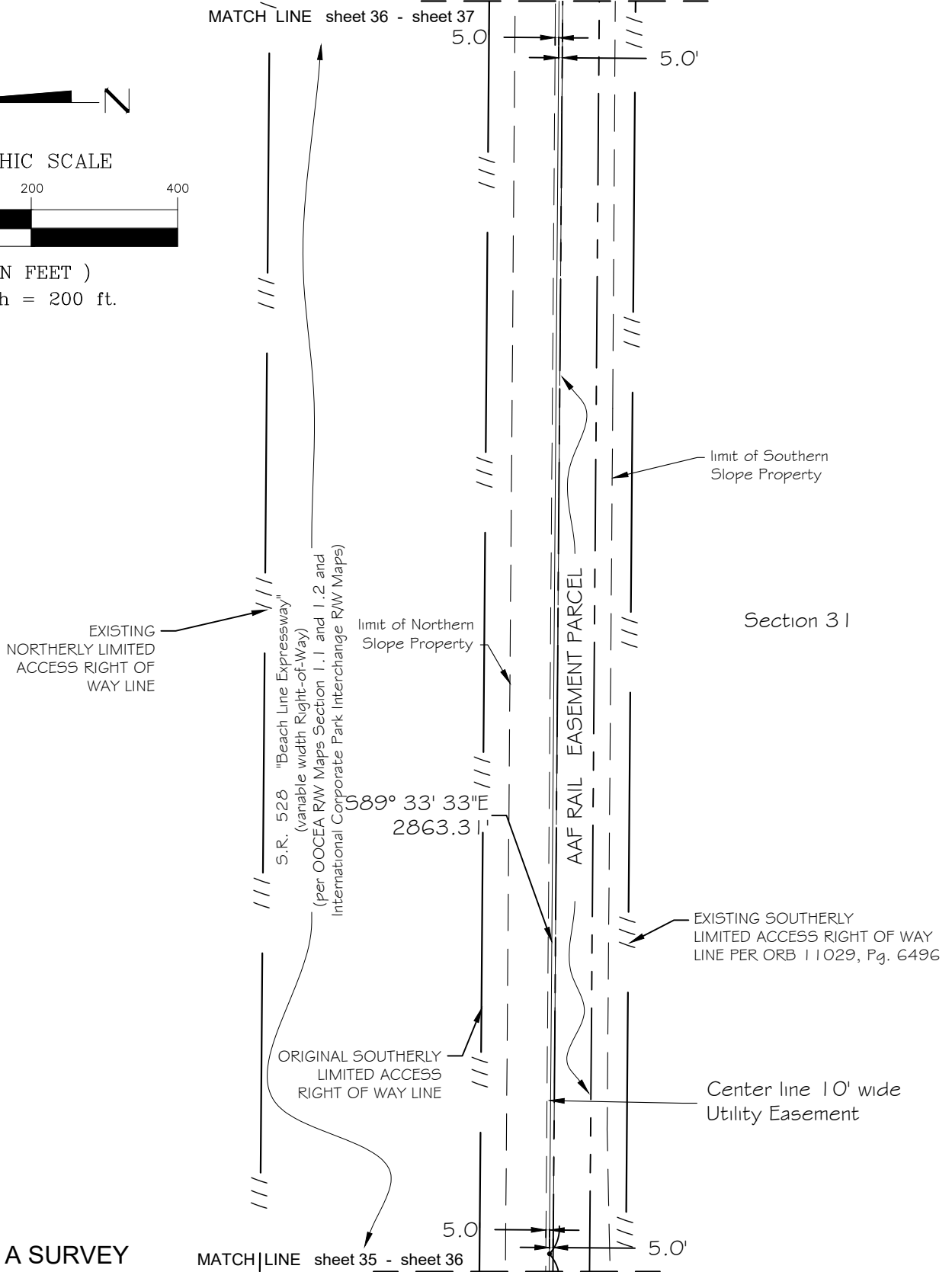


GRAPHIC SCALE



(IN FEET)

1 inch = 200 ft.



THIS IS NOT A SURVEY

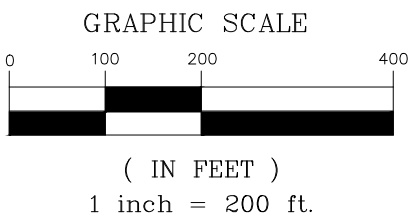
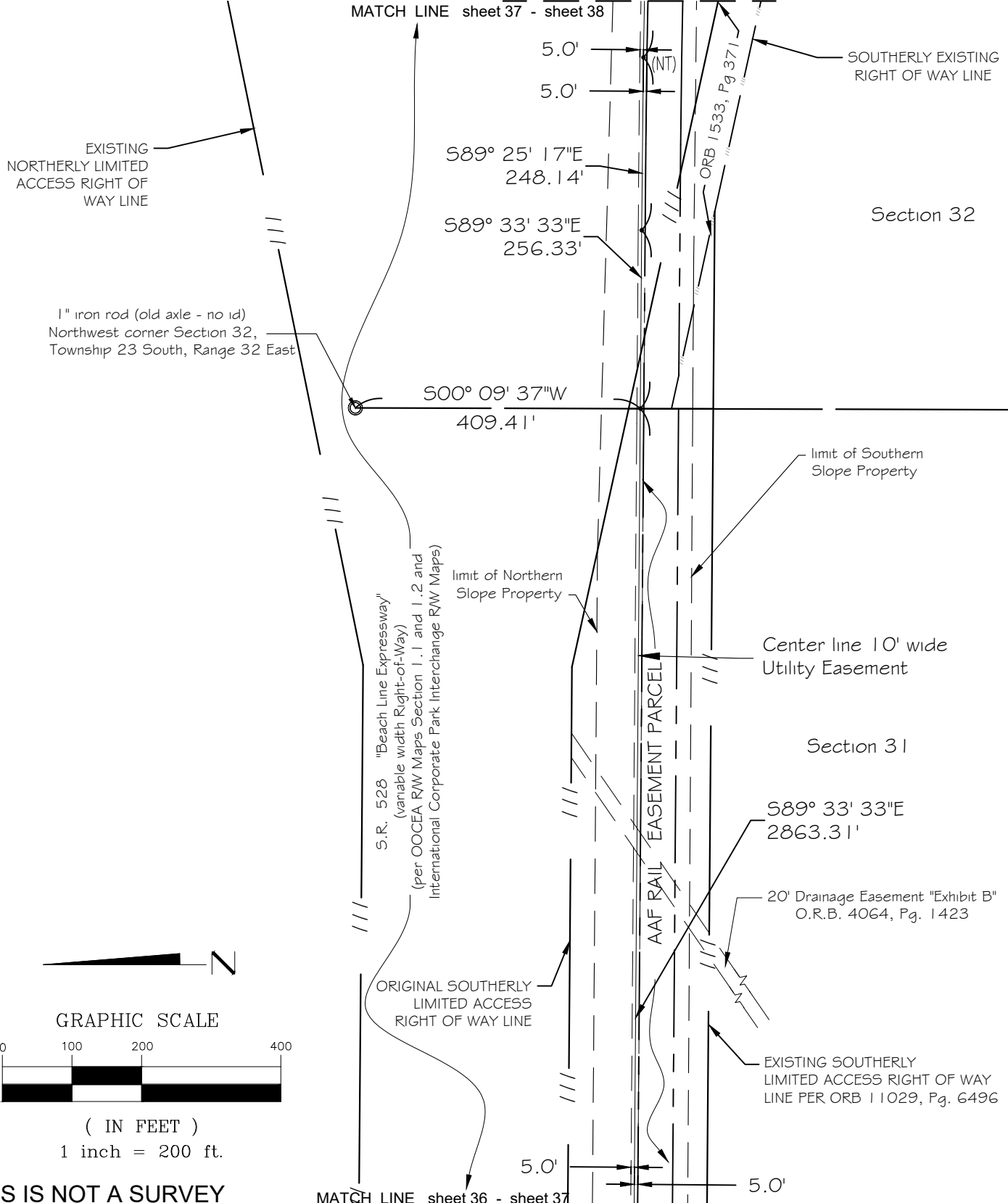
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 09/20/2016
DRAWN BY: PEW	AMEC JOB No.: 6374130684
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

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 36 OF 70	
REVISIONS	
DATE	BY
05/02/2019	EMO
DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

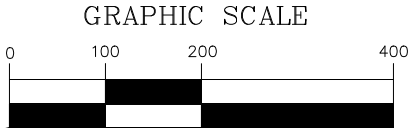
CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT



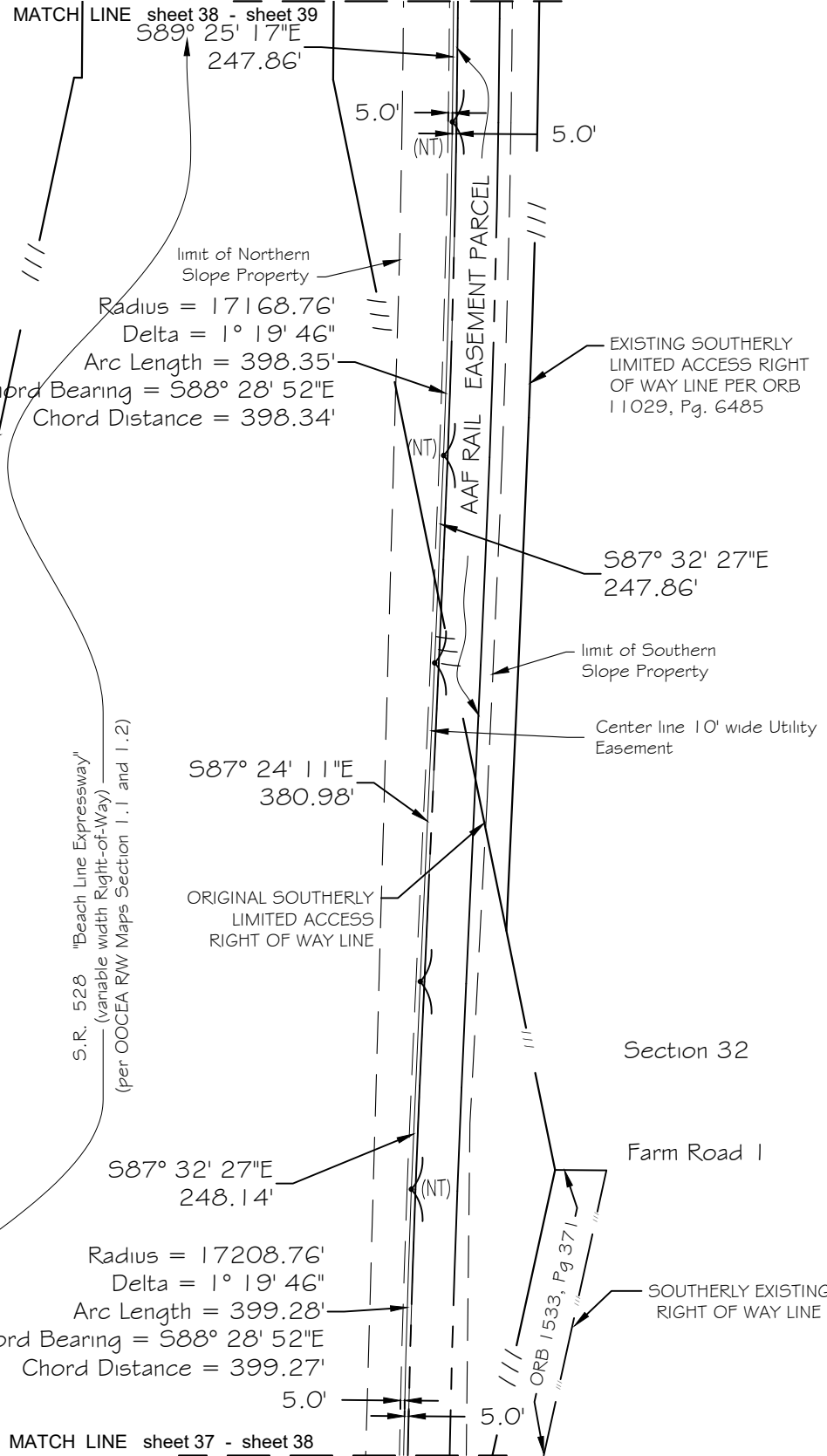
THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 37 OF 70			
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						
				DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg			

CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT



(IN FEET)
 1 inch = 200 ft.

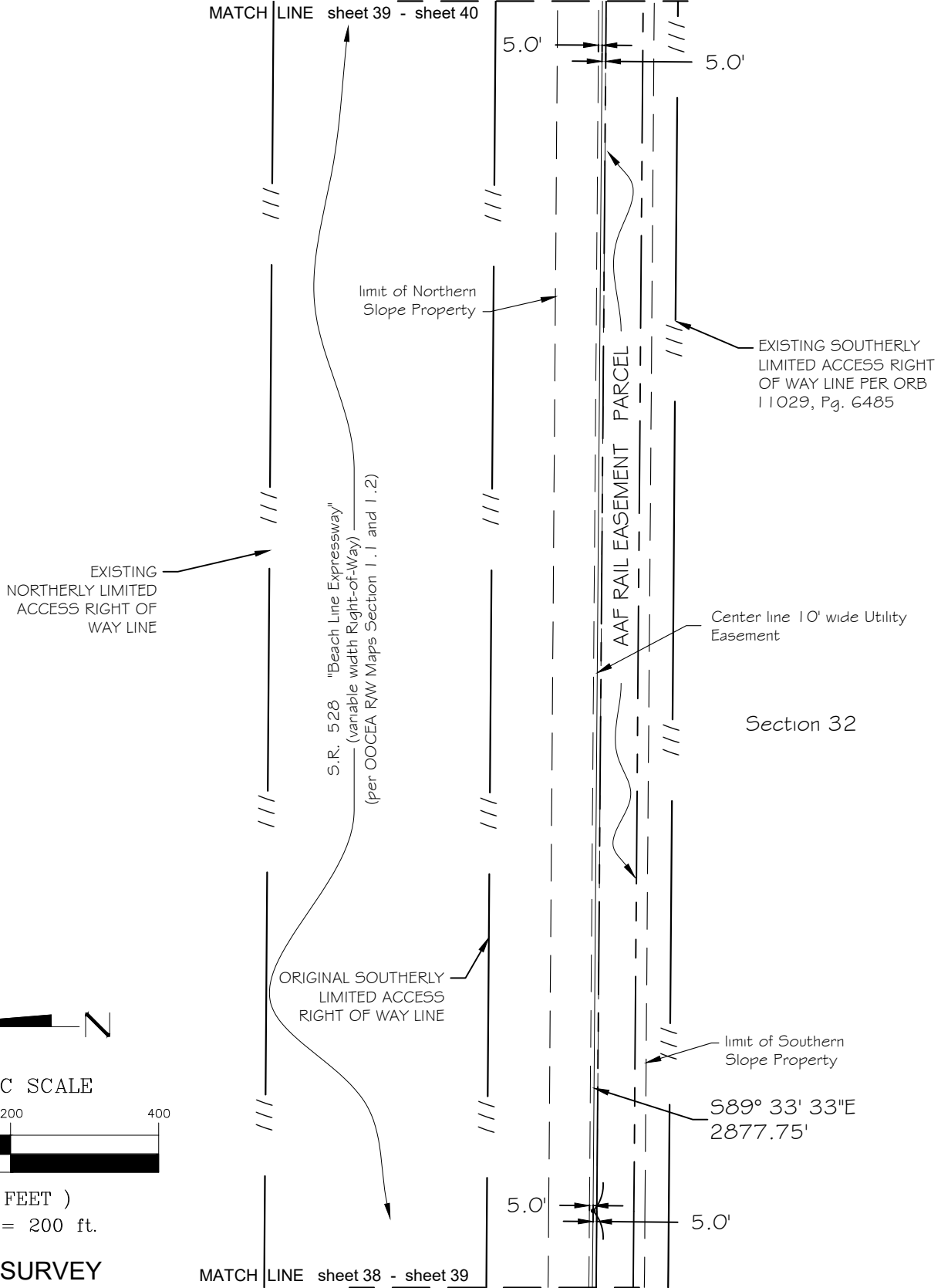


THIS IS NOT A SURVEY

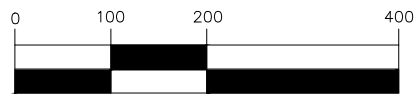
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 38 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240	05/02/2019	EMO	DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT

MATCH LINE sheet 39 - sheet 40



GRAPHIC SCALE



(IN FEET)
 1 inch = 200 ft.

THIS IS NOT A SURVEY

MATCH LINE sheet 38 - sheet 39

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 39 OF 70			
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						
				DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg			

CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT

MATCH LINE sheet 40 - sheet 41

6"x6" Concrete Monument
 (with 1/4" iron rod - no id)
 Northwest corner Section 33,
 Township 23 South, Range 32 East

500° 20' 37"W
 535.95'

Section 33
 589° 33' 33"E
 5306.53'

EXISTING SOUTHERLY
 LIMITED ACCESS RIGHT
 OF WAY LINE PER ORB
 11029, Pg. 6485

S.R. 528 "Beach Line Expressway"
 (variable width Right-of-Way)
 (per OOOCEA RW Maps Section 1.1 and 1.2)

589° 33' 33"E
 2877.75'

EXISTING
 NORTHERLY LIMITED
 ACCESS RIGHT OF
 WAY LINE

AAF RAIL
 EASEMENT PARCEL

Section 32

limit of Northern
 Slope Property

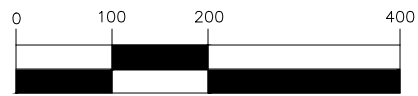
Center line 10' wide Utility
 Easement

ORIGINAL SOUTHERLY
 LIMITED ACCESS
 RIGHT OF WAY LINE

limit of Southern
 Slope Property



GRAPHIC SCALE



(IN FEET)
 1 inch = 200 ft.

MATCH LINE sheet 39 - sheet 40

THIS IS NOT A SURVEY

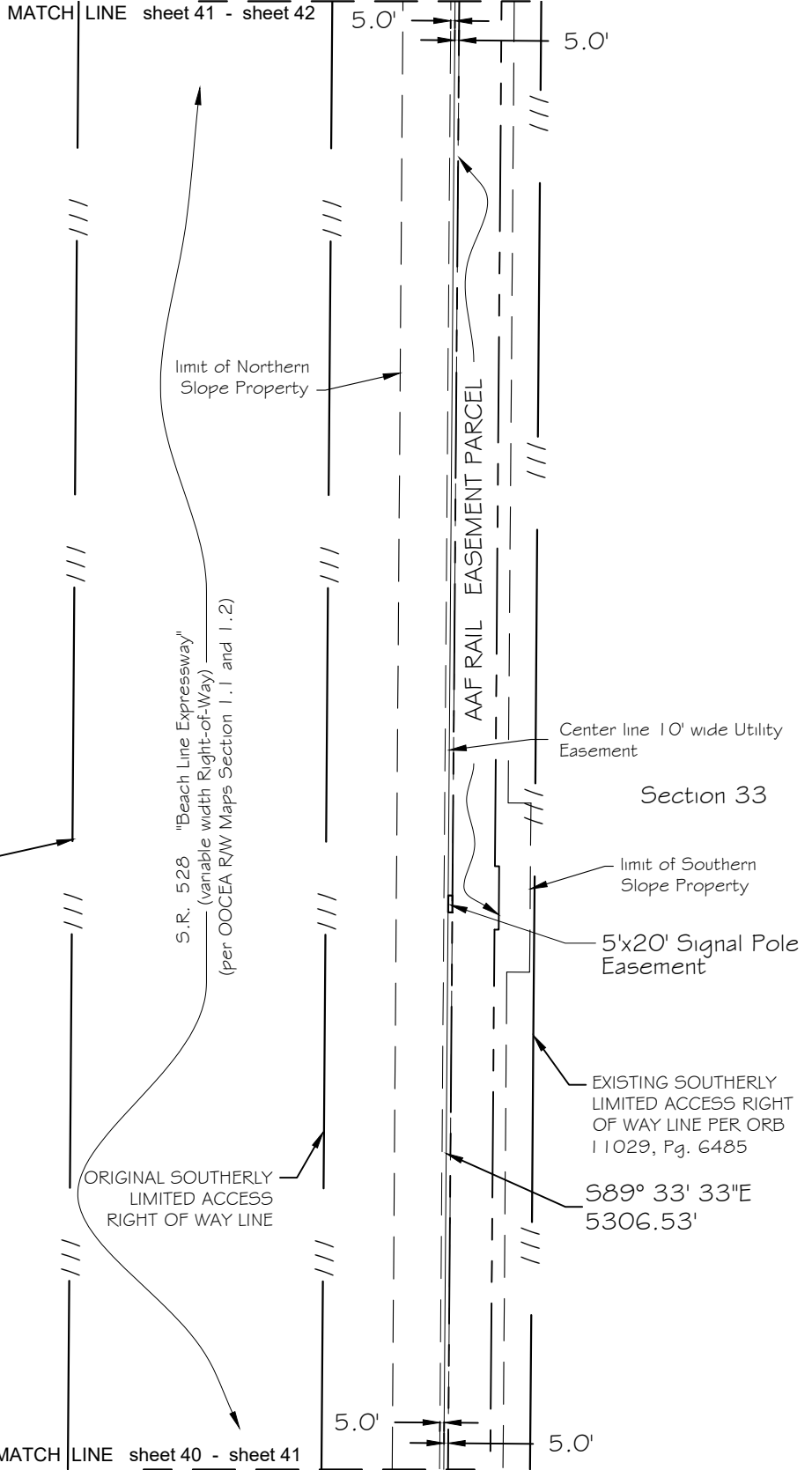
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 09/20/2016
DRAWN BY: PEW	AMEC JOB No.: 6374130684
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

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 40 OF 70	
REVISIONS	
DATE	BY
DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg	

CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT



GRAPHIC SCALE



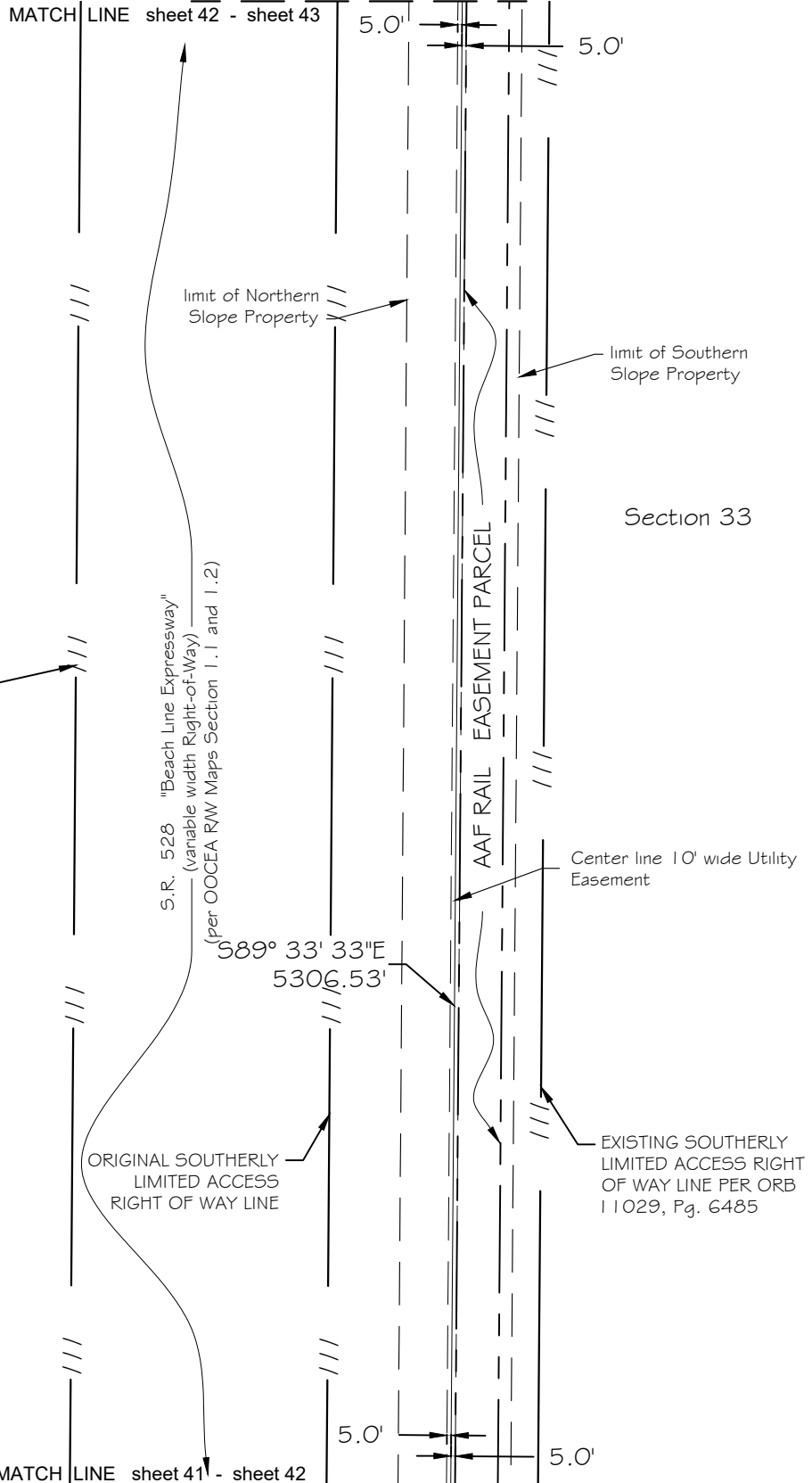
(IN FEET)
 1 inch = 200 ft.

THIS IS NOT A SURVEY

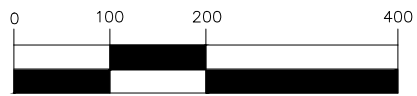
MATCH LINE sheet 40 - sheet 41

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 41 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg	

CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT



GRAPHIC SCALE



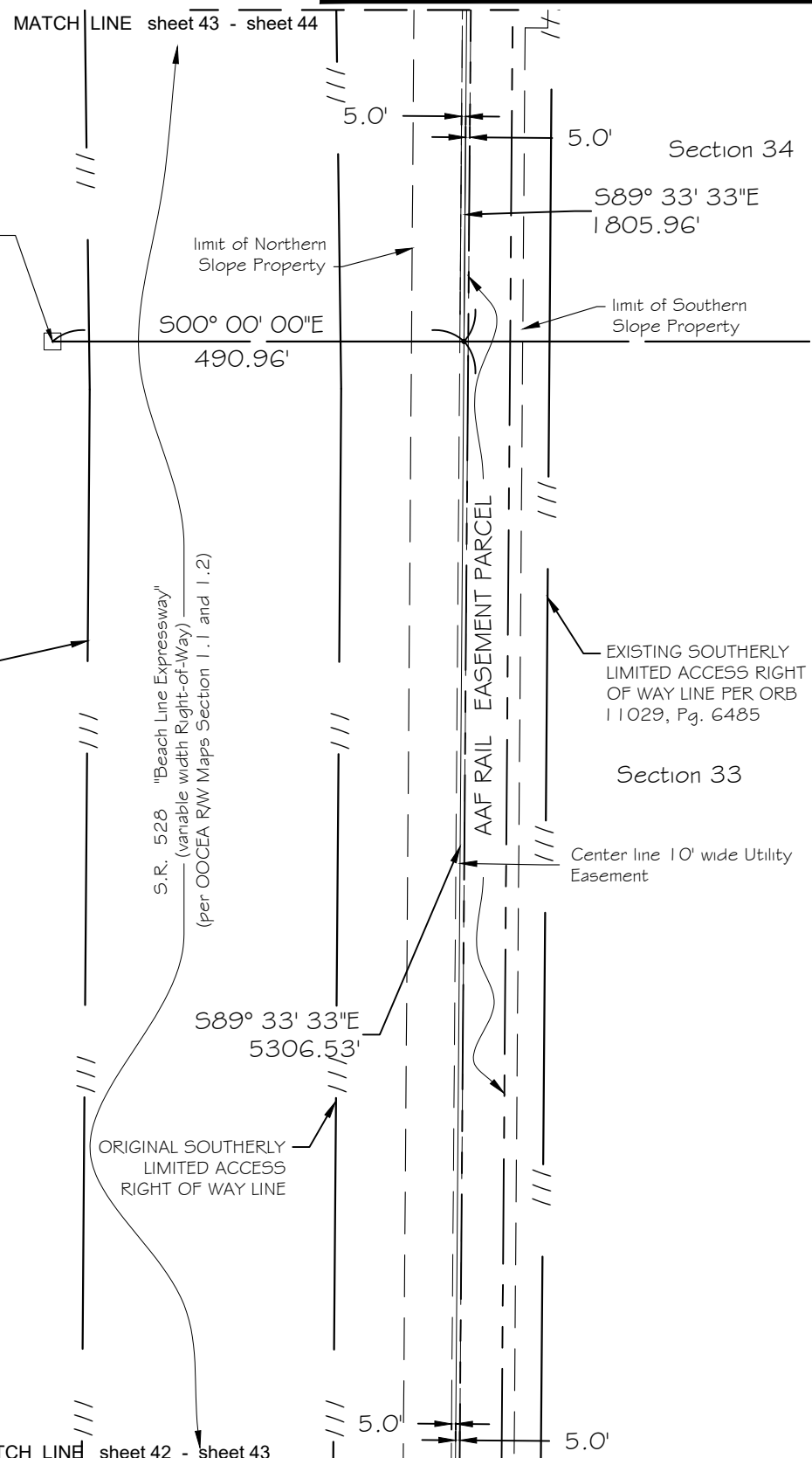
(IN FEET)
 1 inch = 200 ft.

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 42 OF 70			
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						
				DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg			

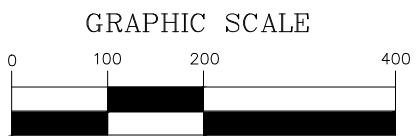
CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT

6"x6" Concrete Monument
 (with 1/4" iron rod - no id)
 Northwest corner Section 34,
 Township 23 South, Range 32 East



EXISTING
 NORTHERLY LIMITED
 ACCESS RIGHT OF
 WAY LINE

EXISTING SOUTHERLY
 LIMITED ACCESS
 RIGHT OF WAY LINE PER ORB
 11029, Pg. 6485



(IN FEET)
 1 inch = 200 ft.

THIS IS NOT A SURVEY

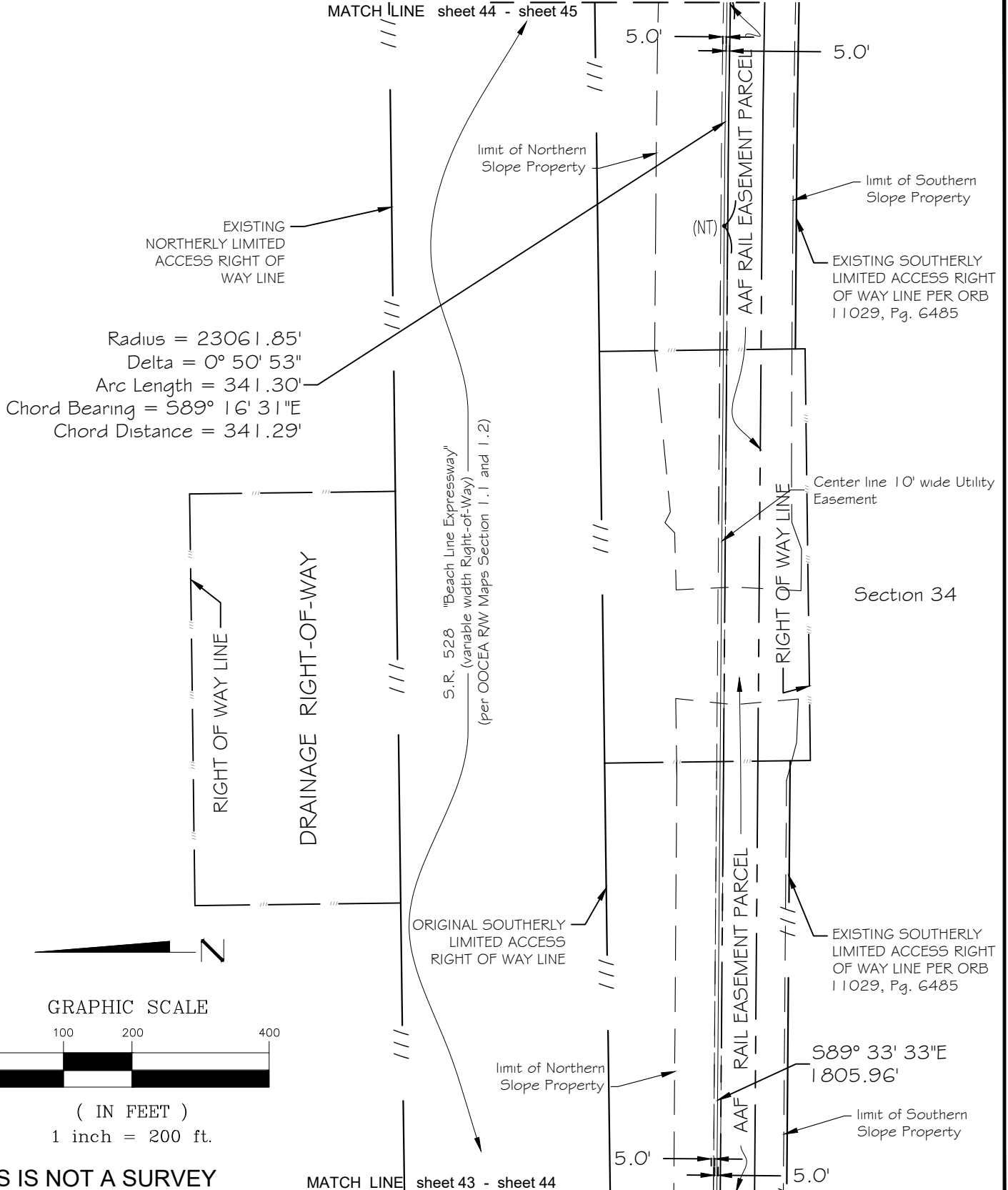
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 09/20/2016
DRAWN BY: PEW	AMEC JOB No.: 6374130684
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

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

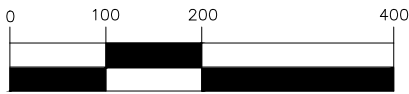
SHEET 43 OF 70	
REVISIONS	
DATE	BY
05/02/2019	EMO
DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT

MATCH LINE sheet 44 - sheet 45



GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

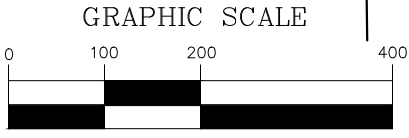
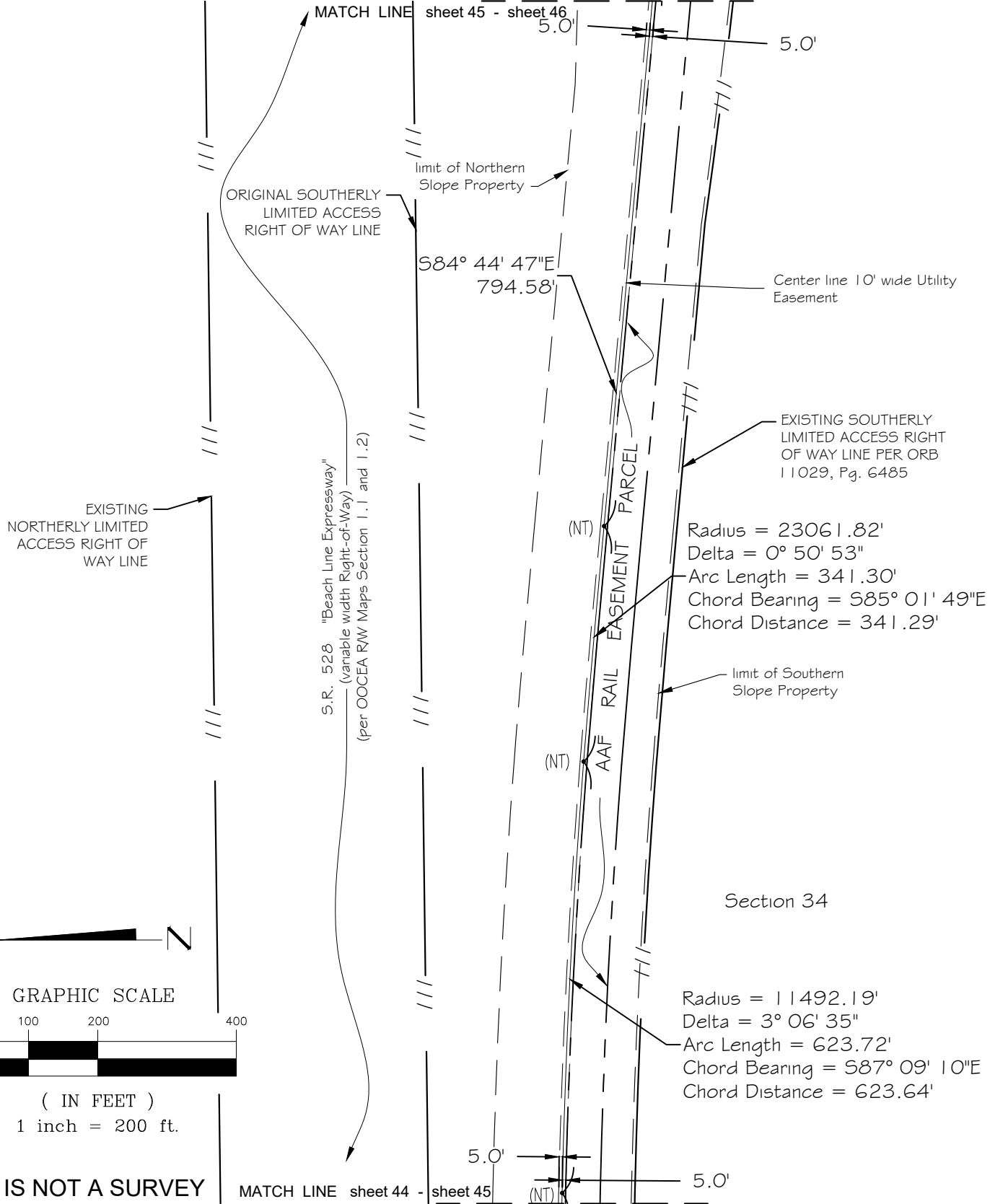
THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 09/20/2016
DRAWN BY: PEW	AMEC JOB No.: 6374130684
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

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 44 OF 70	
REVISIONS	
DATE	BY
05/02/2019	EMO
DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT



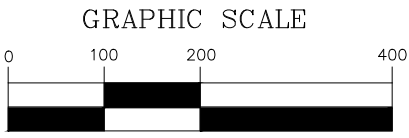
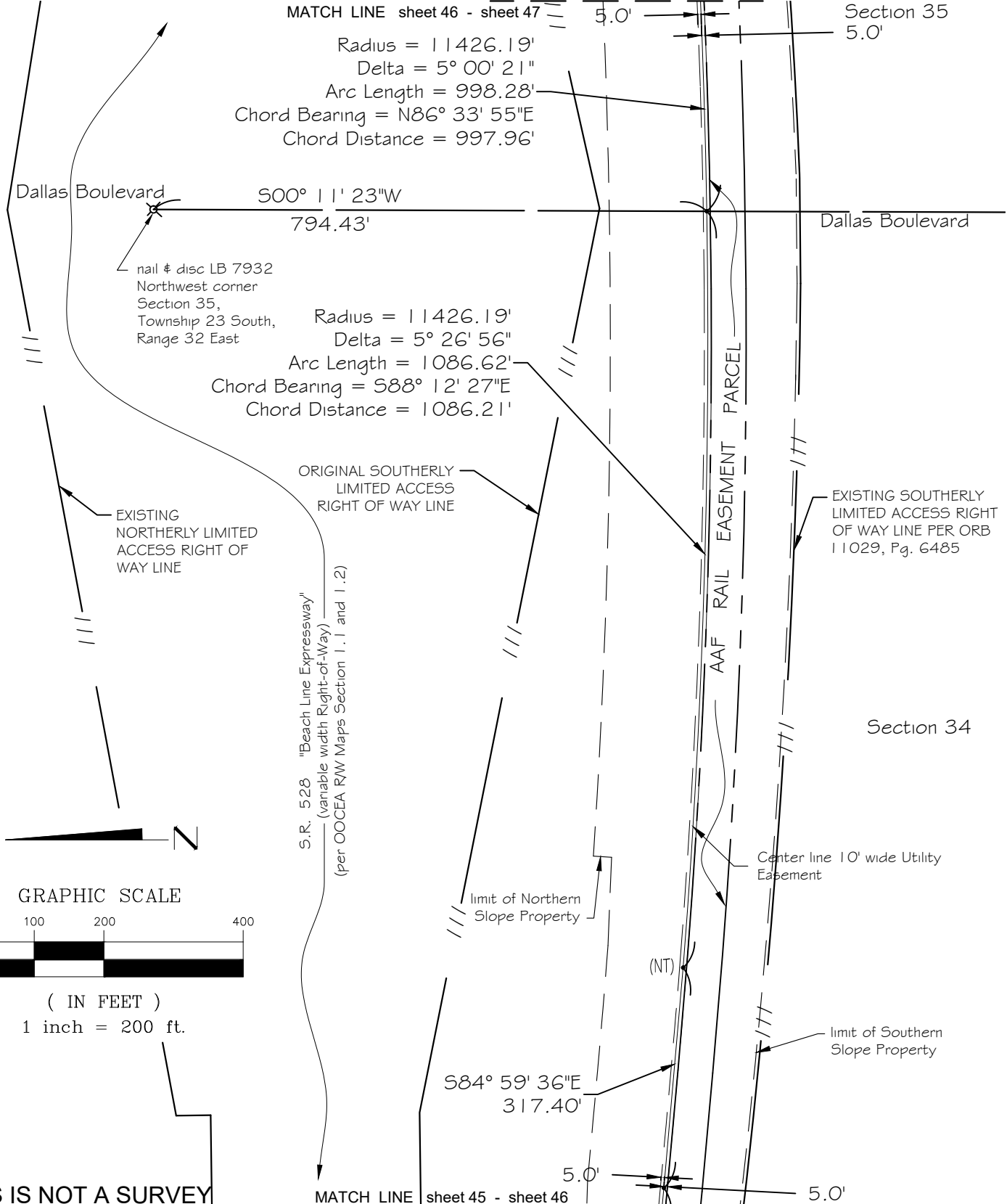
(IN FEET)
1 inch = 200 ft.

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 45 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			05/02/2019	EMO

DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT



(IN FEET)
 1 inch = 200 ft.

THIS IS NOT A SURVEY

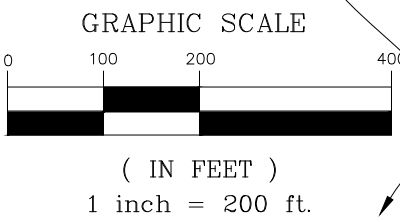
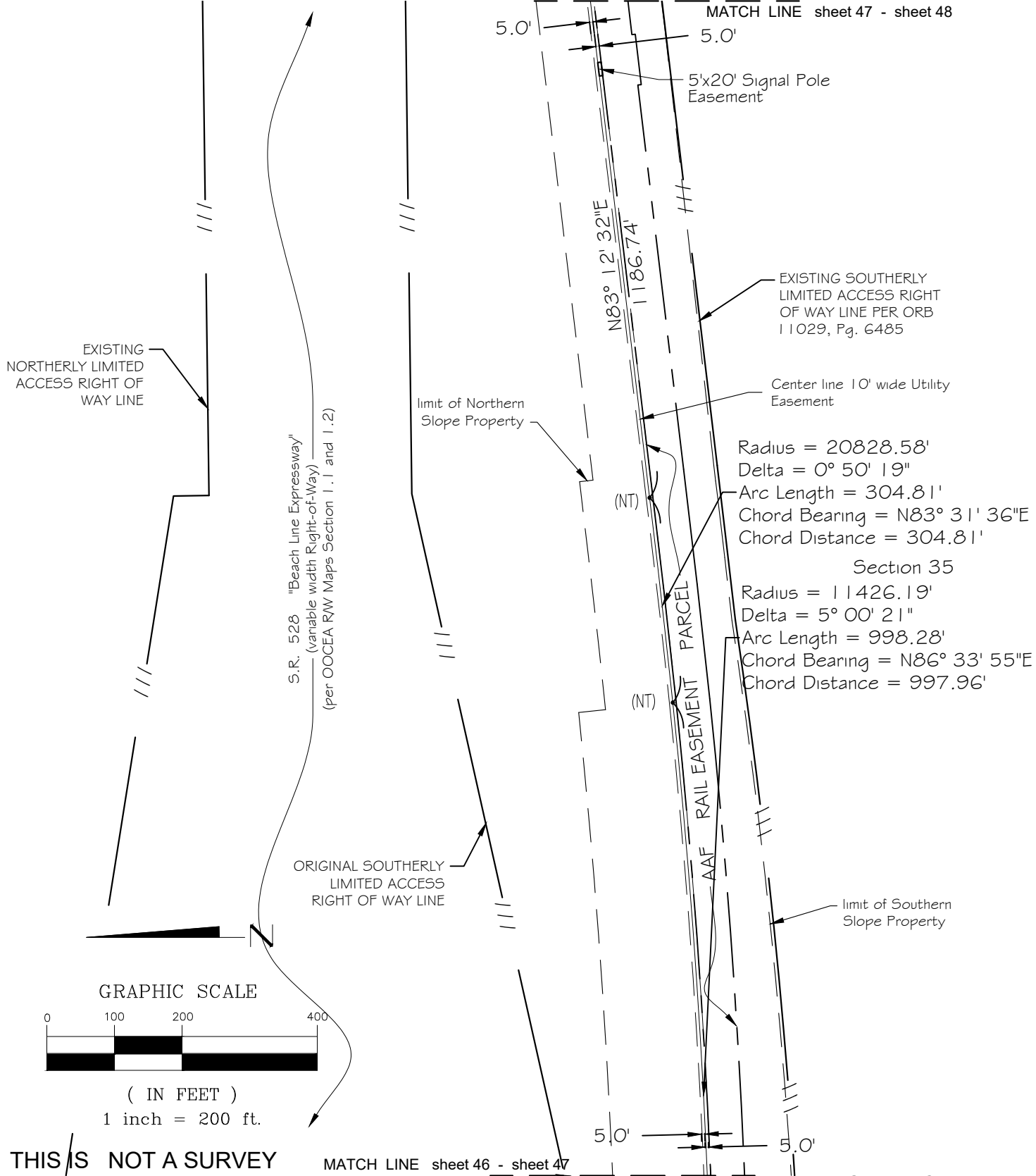
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 09/20/2016
DRAWN BY: PEW	AMEC JOB No.: 6374130684
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

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 46 OF 70	
REVISIONS	
DATE	BY
05/02/2019	EMO
DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

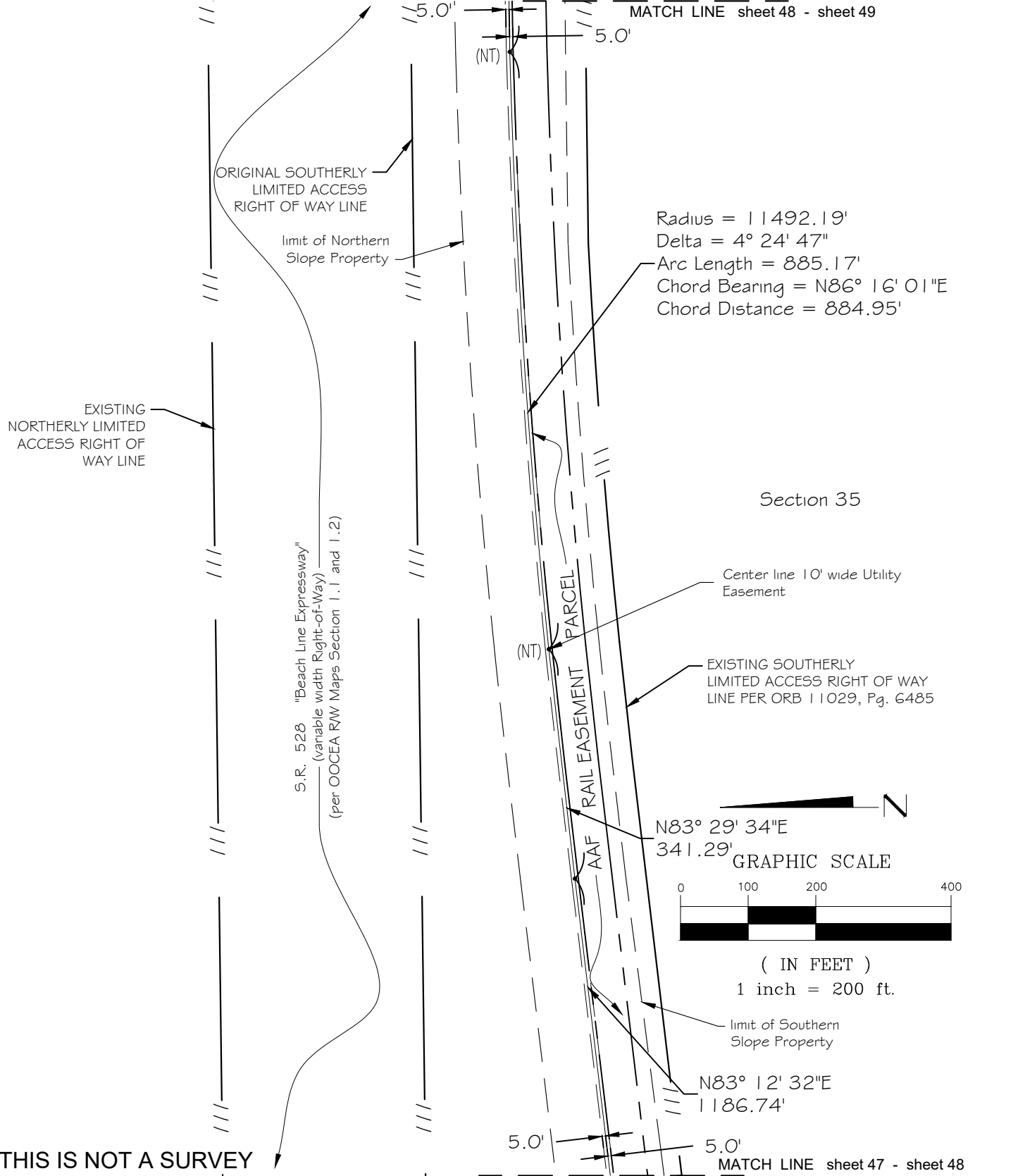
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT



THIS IS NOT A SURVEY MATCH LINE sheet 46 - sheet 47

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 47 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			05/02/2019	EMO
				DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 09/20/2016
DRAWN BY: PEW	AMEC JOB No.: 6374130684
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

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 48 OF 70	
REVISIONS	
DATE	BY
05/02/2019	EMO
DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT

6"x6" Concrete
Monument (no id)
Northwest corner
Section 36,
Township 23 South,
Range 32 East

500° 05' 14"E
458.64'

MATCH LINE sheet 49 - sheet 50
5.0'

Section 36

ORIGINAL SOUTHERLY
LIMITED ACCESS
RIGHT OF WAY LINE

limit of Northern
Slope Property

EXISTING SOUTHERLY
LIMITED ACCESS RIGHT OF WAY
LINE PER ORB 11029, Pg. 6485

EXISTING
NORTHERLY LIMITED
ACCESS RIGHT OF
WAY LINE

S.R. 528 "Beach Line Expressway"
(variable width Right-of-Way)
(per OCEA RW Maps Section 1.1 and 1.2)

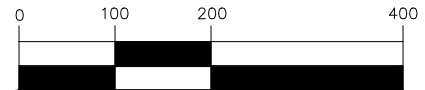
AAF RAIL EASEMENT PARCEL

limit of Southern
Slope Property

Section 35



GRAPHIC SCALE



N89° 19' 30"E (IN FEET)
1307.07' 1 inch = 200 ft.

Center line 10' wide Utility
Easement

N89° 02' 28"E
341.29'

5.0'

THIS IS NOT A SURVEY

MATCH LINE sheet 48 - sheet 49

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 09/20/2016
DRAWN BY: PEW	AMEC JOB No.: 6374130684
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

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

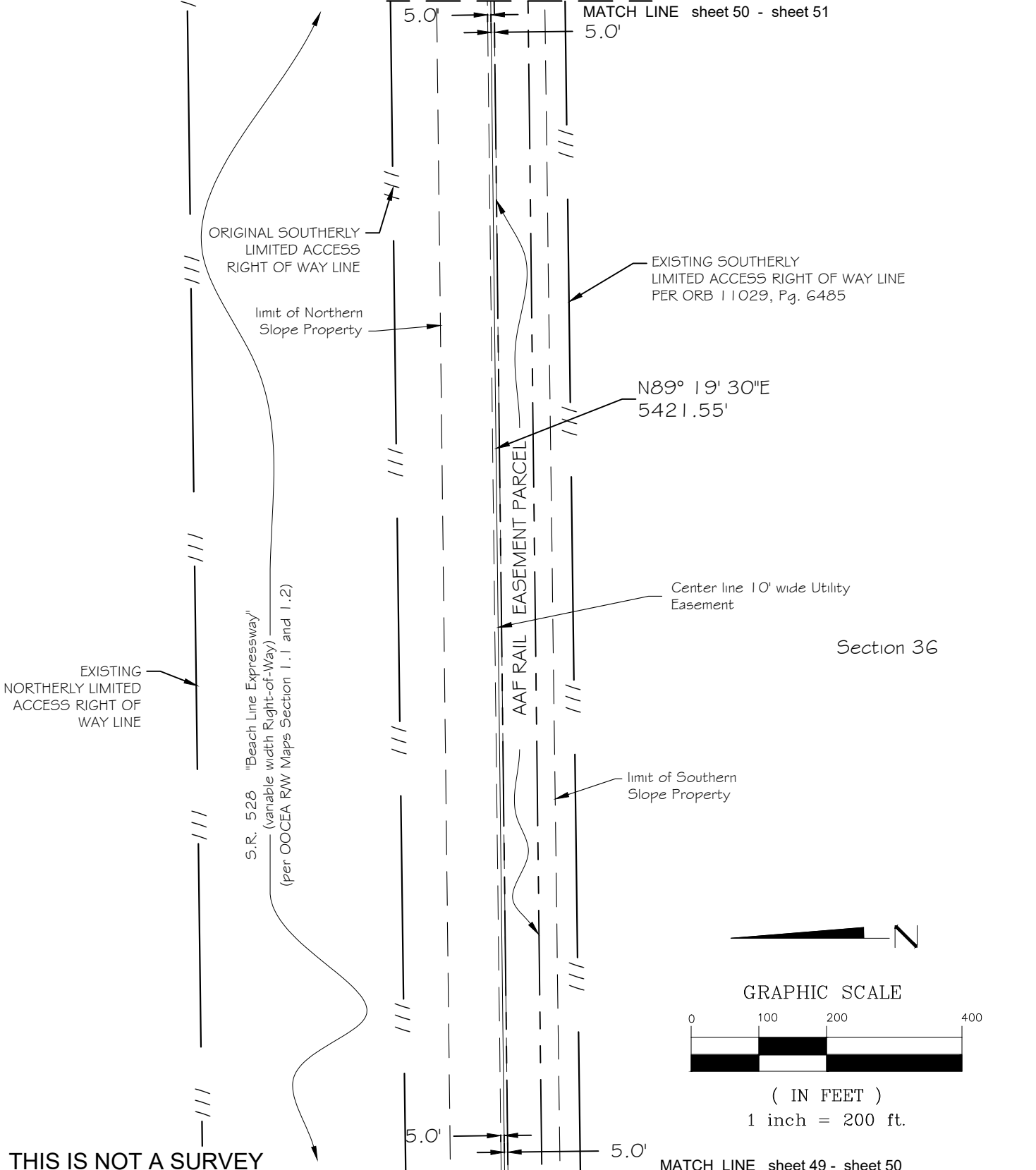
SHEET 49 OF 70

REVISIONS

DATE	BY

DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg

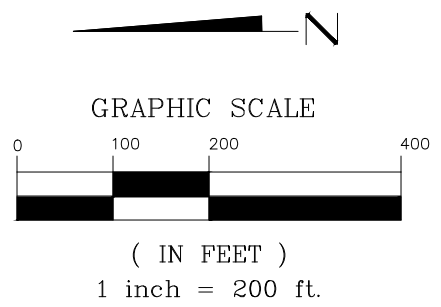
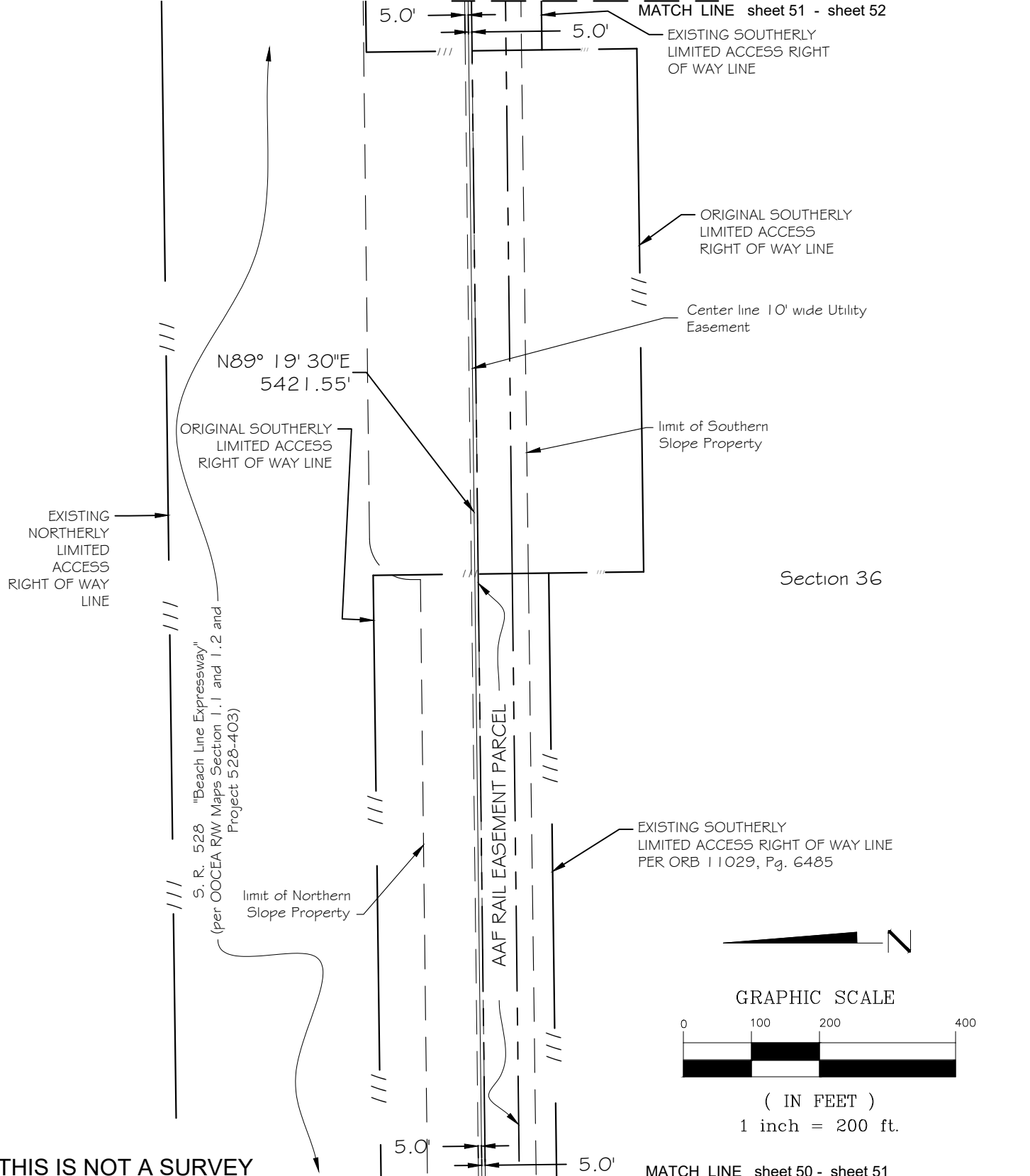
CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 50 OF 70			
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						
				DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg			

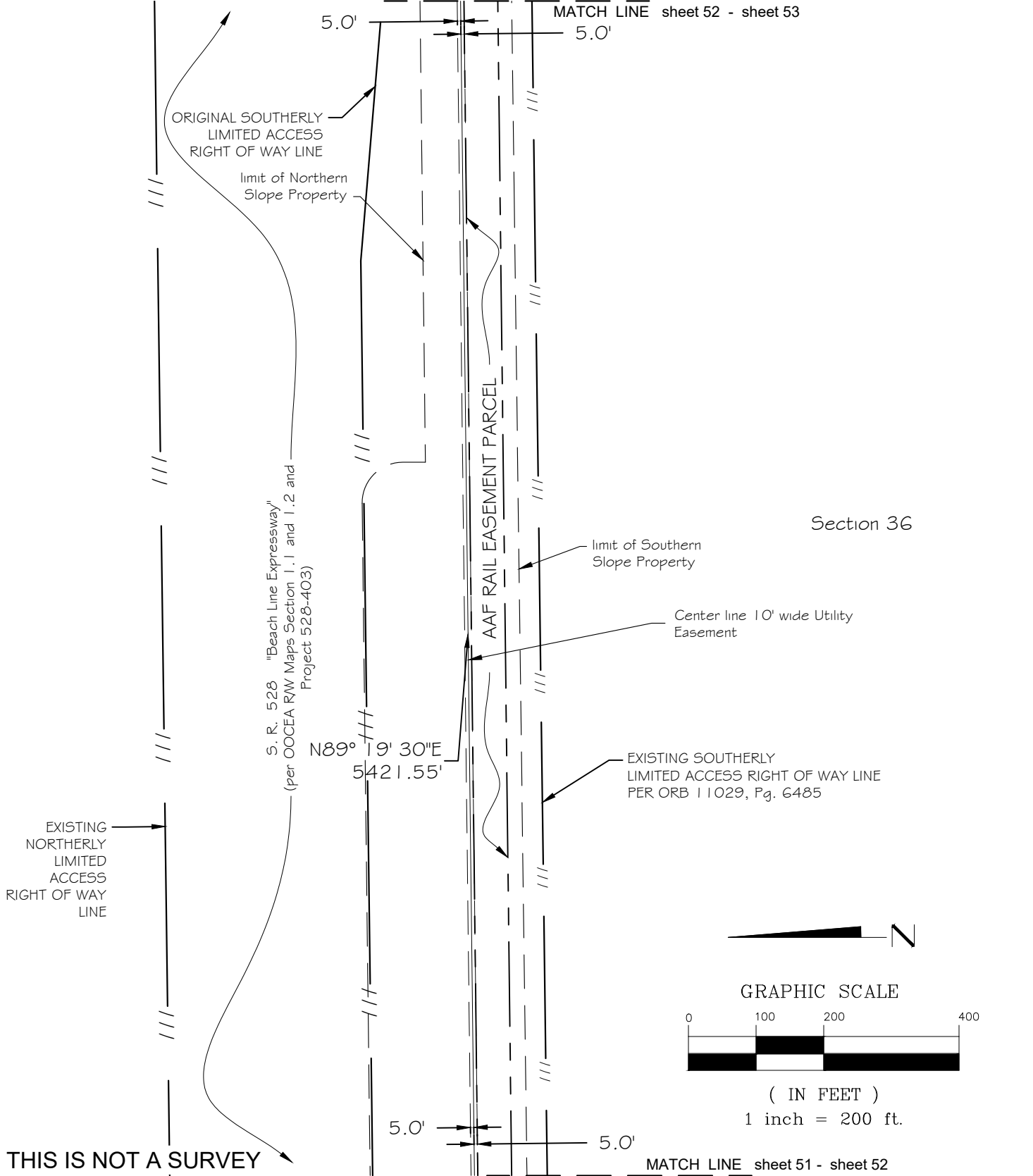
CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT



THIS IS NOT A SURVEY

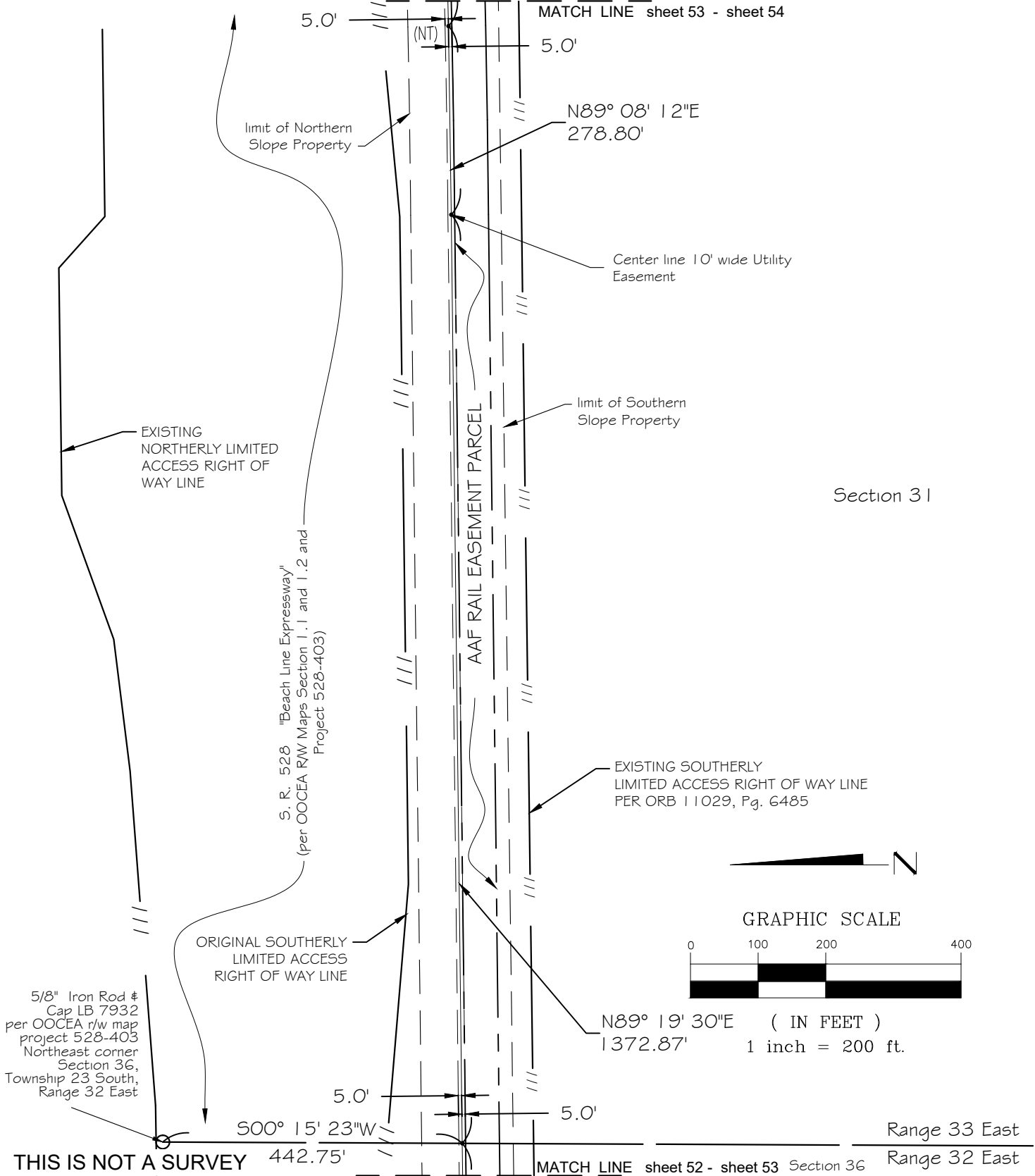
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 51 OF 70			
DESIGNED BY: HNTB	DATE: 09/20/2016	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS			
DRAWN BY: PEW	AMEC JOB No.: 6374130684			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						
				DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT



FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 52 OF 70			
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						
				DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg			

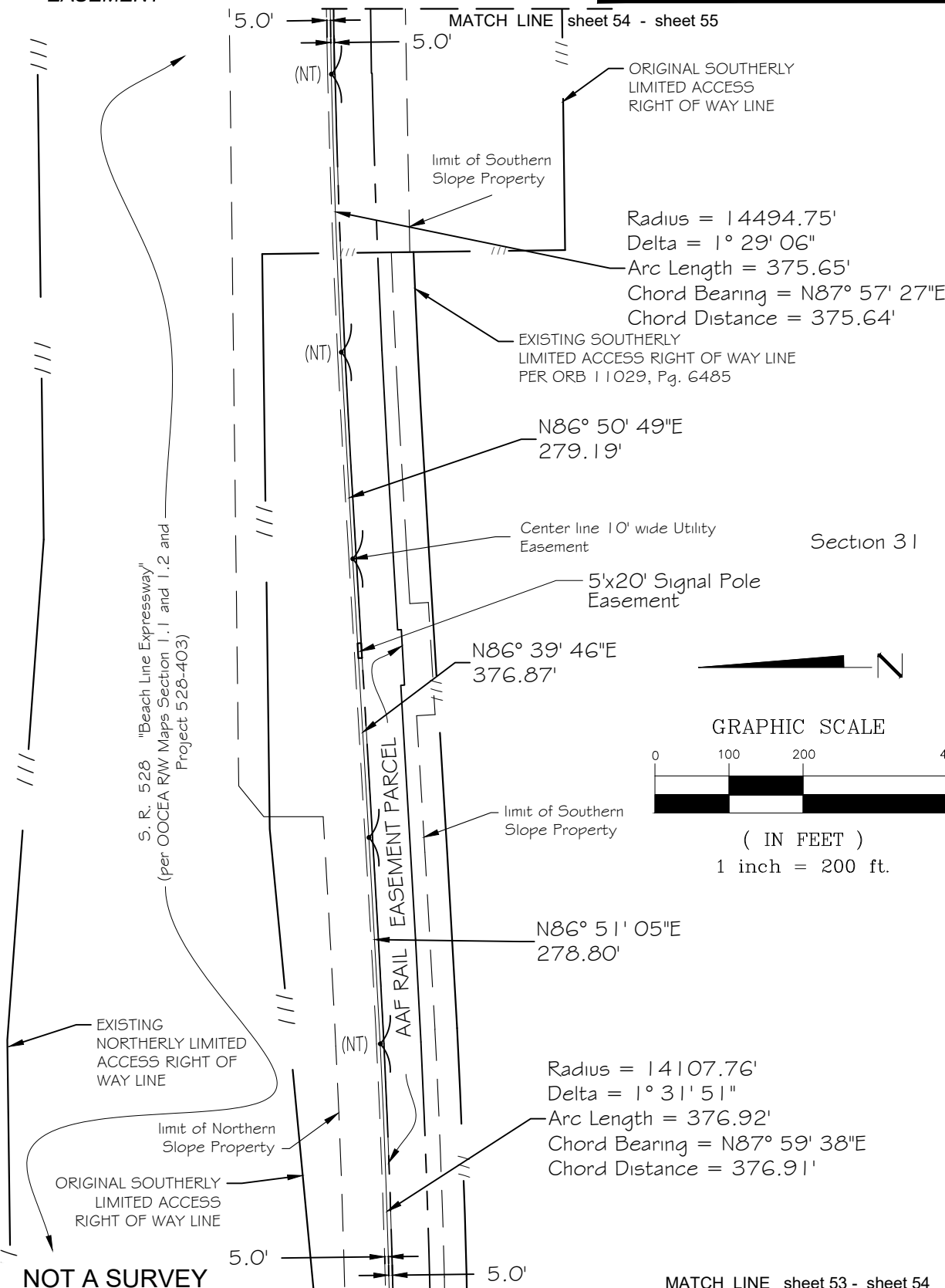
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT



THIS IS NOT A SURVEY

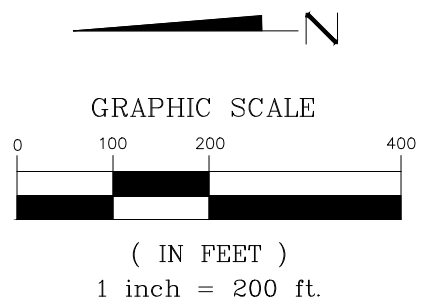
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 53 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT



S. R. 528 "Beach Line Expressway"
 (per OOCEA RW Maps Section 1.1 and 1.2 and
 Project 528-403)

Section 31

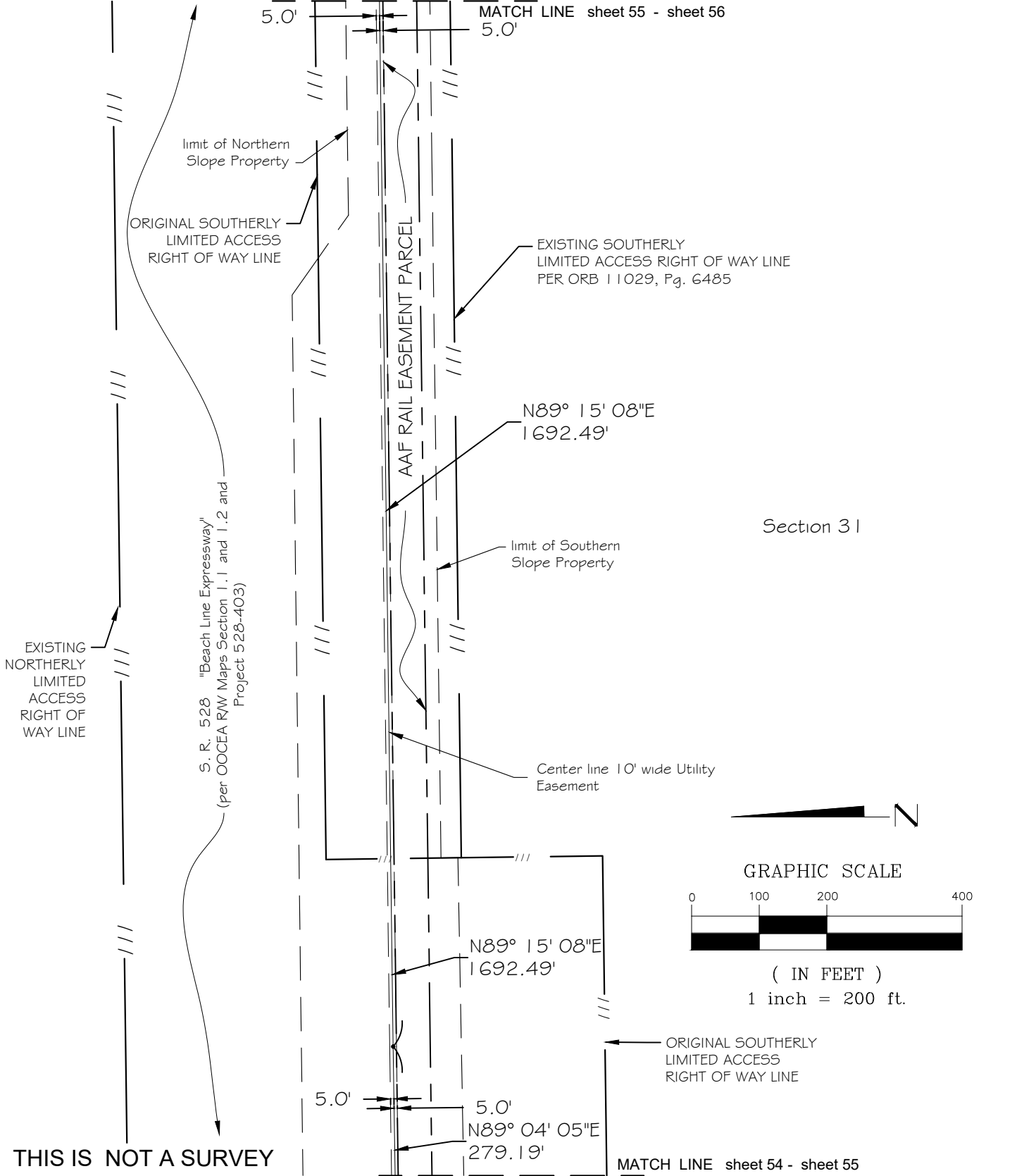


THIS IS NOT A SURVEY

MATCH LINE sheet 53 - sheet 54

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 54 OF 70			
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						
				DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT



THIS IS NOT A SURVEY

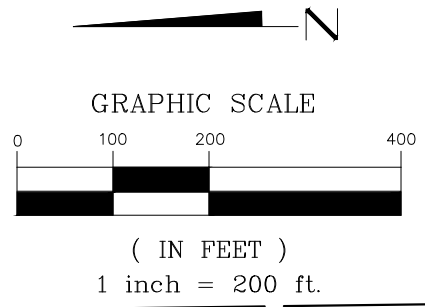
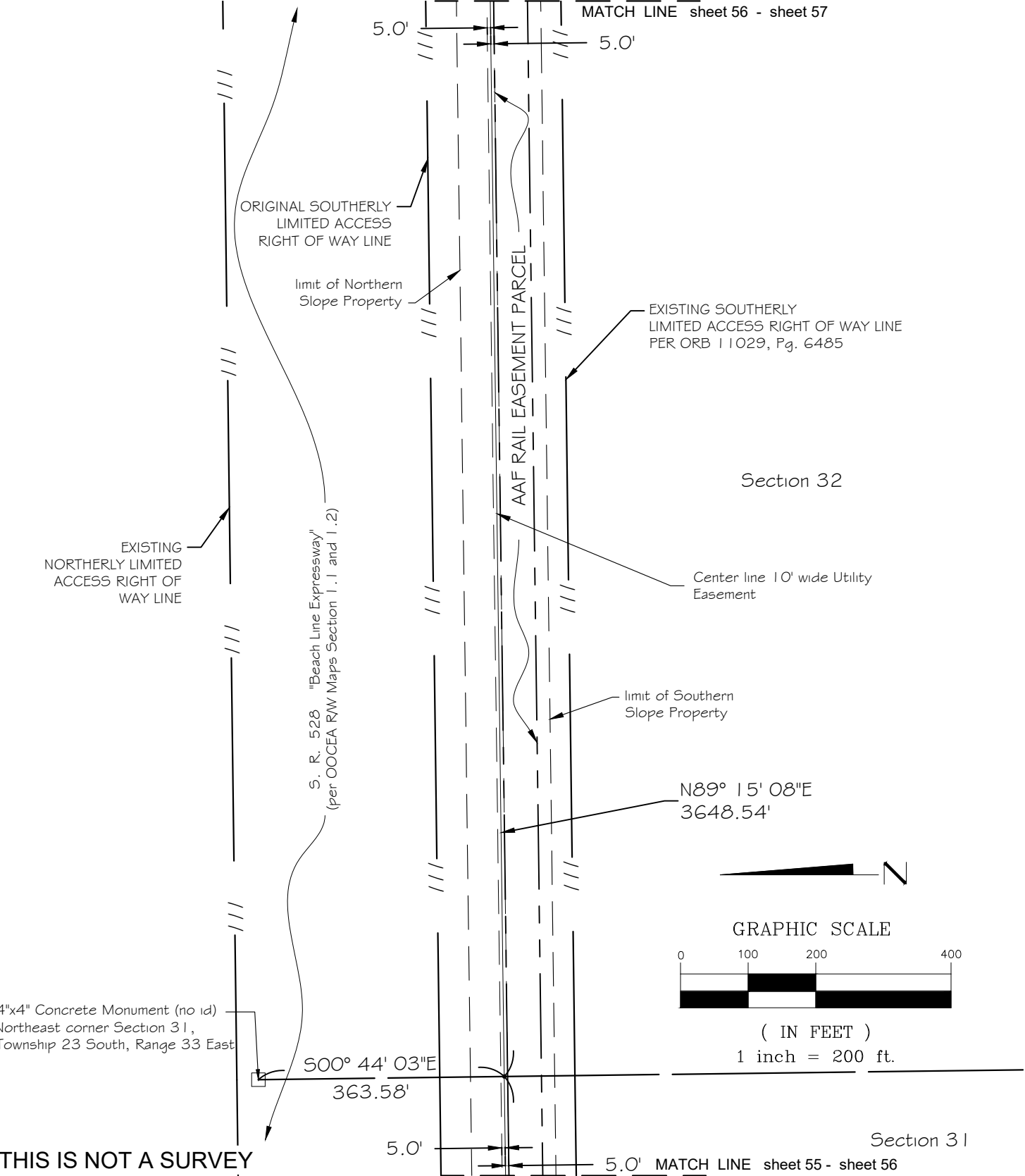
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 09/20/2016
DRAWN BY: PEW	AMEC JOB No.: 6374130684
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

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 55 OF 70	
REVISIONS	
DATE	BY
DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg	

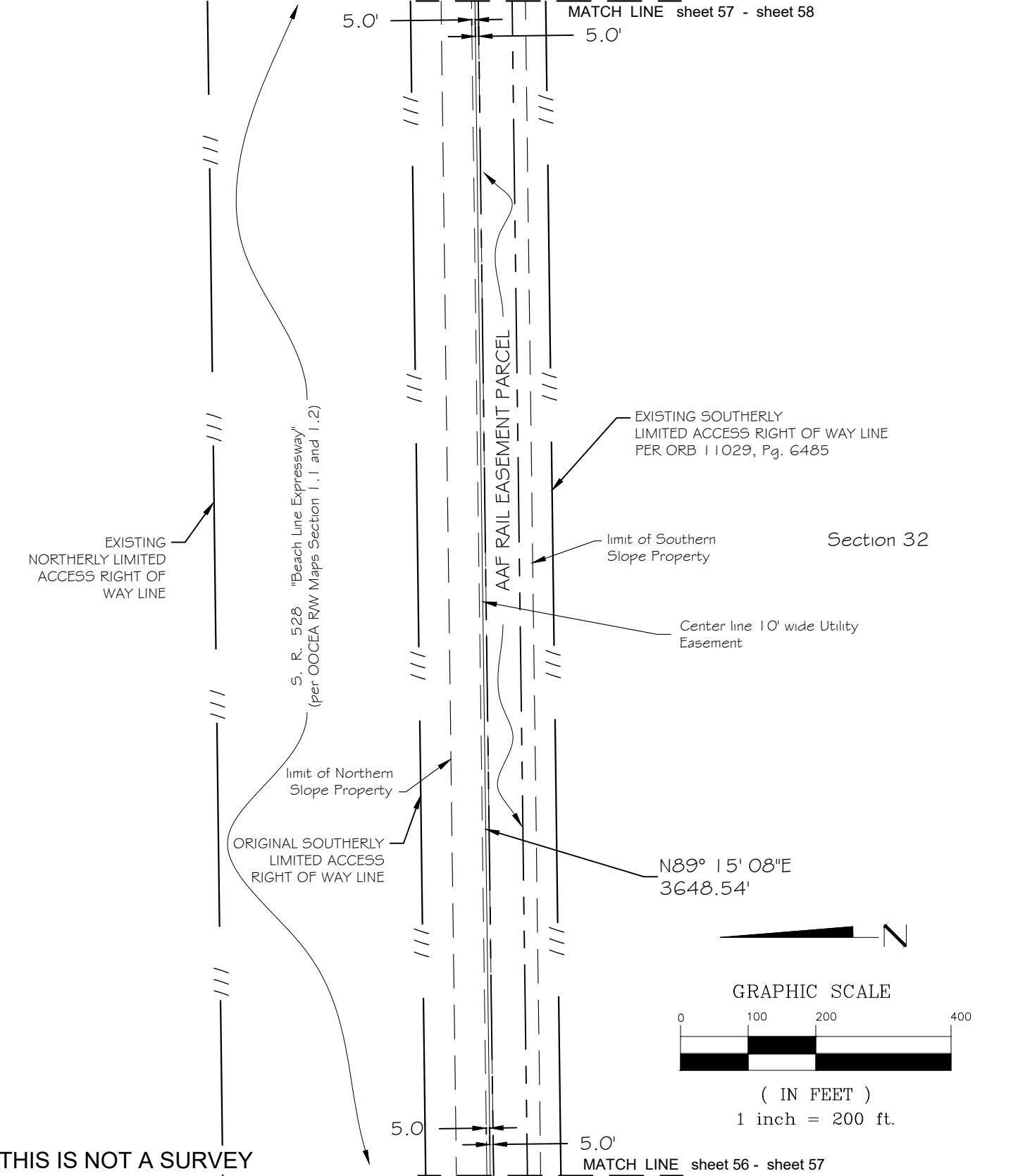
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 56 OF 70			
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						
				DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg			

CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT



THIS IS NOT A SURVEY

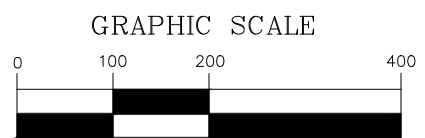
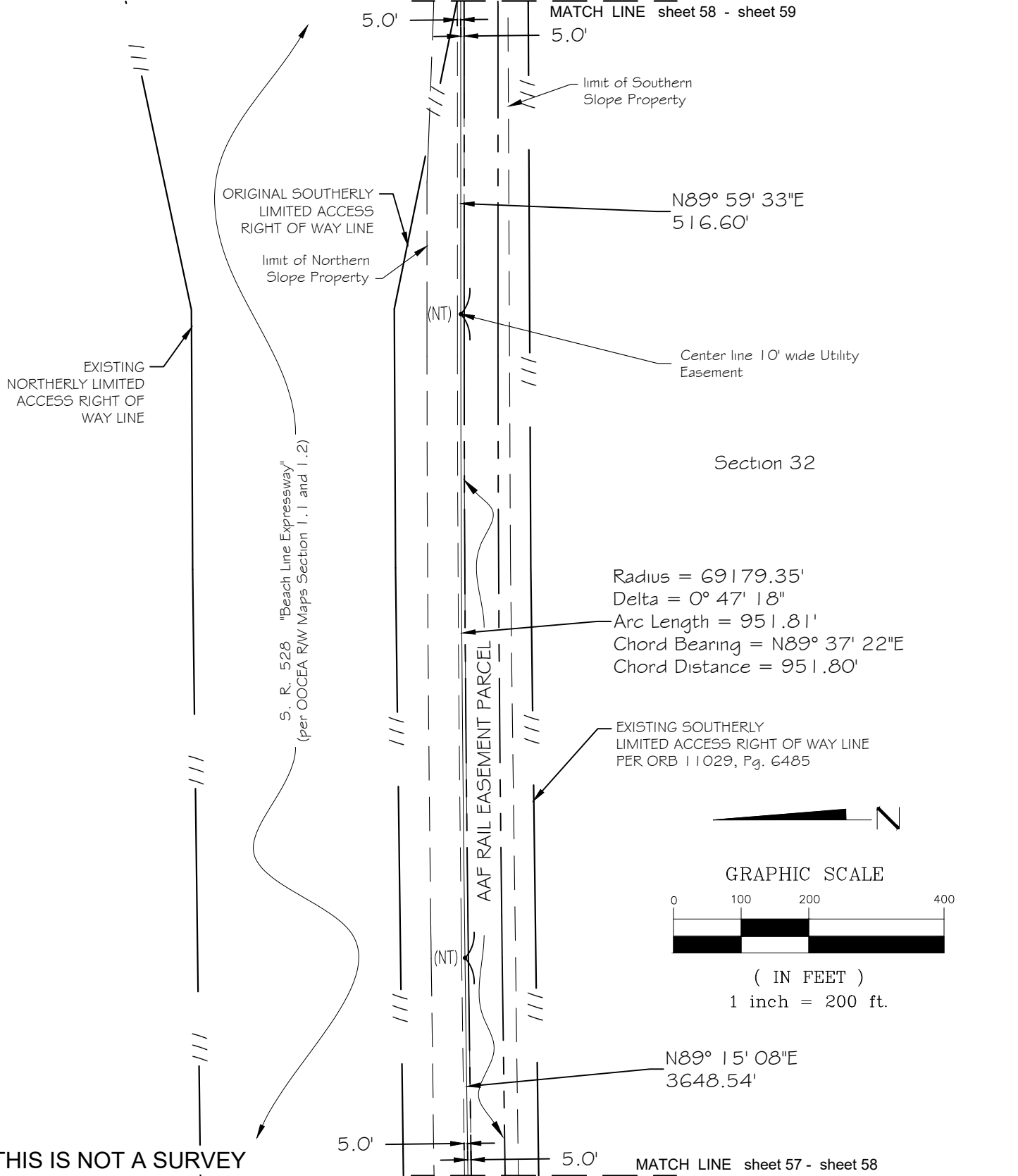
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 09/20/2016
DRAWN BY: PEW	AMEC JOB No.: 6374130684
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

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 57 OF 70	
REVISIONS	
DATE	BY
DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT

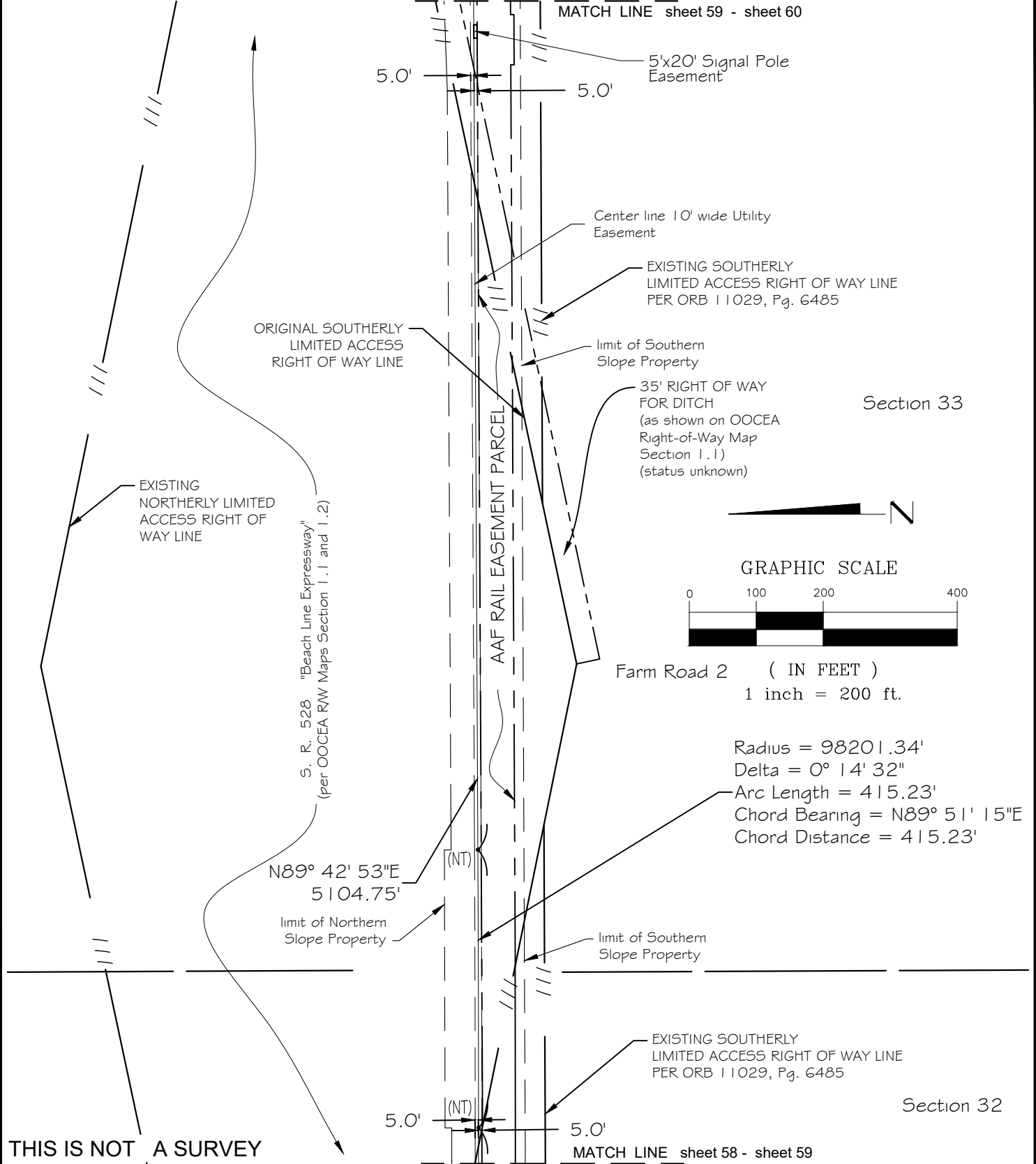


(IN FEET)
 1 inch = 200 ft.

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 58 OF 70			
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY		
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				DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT

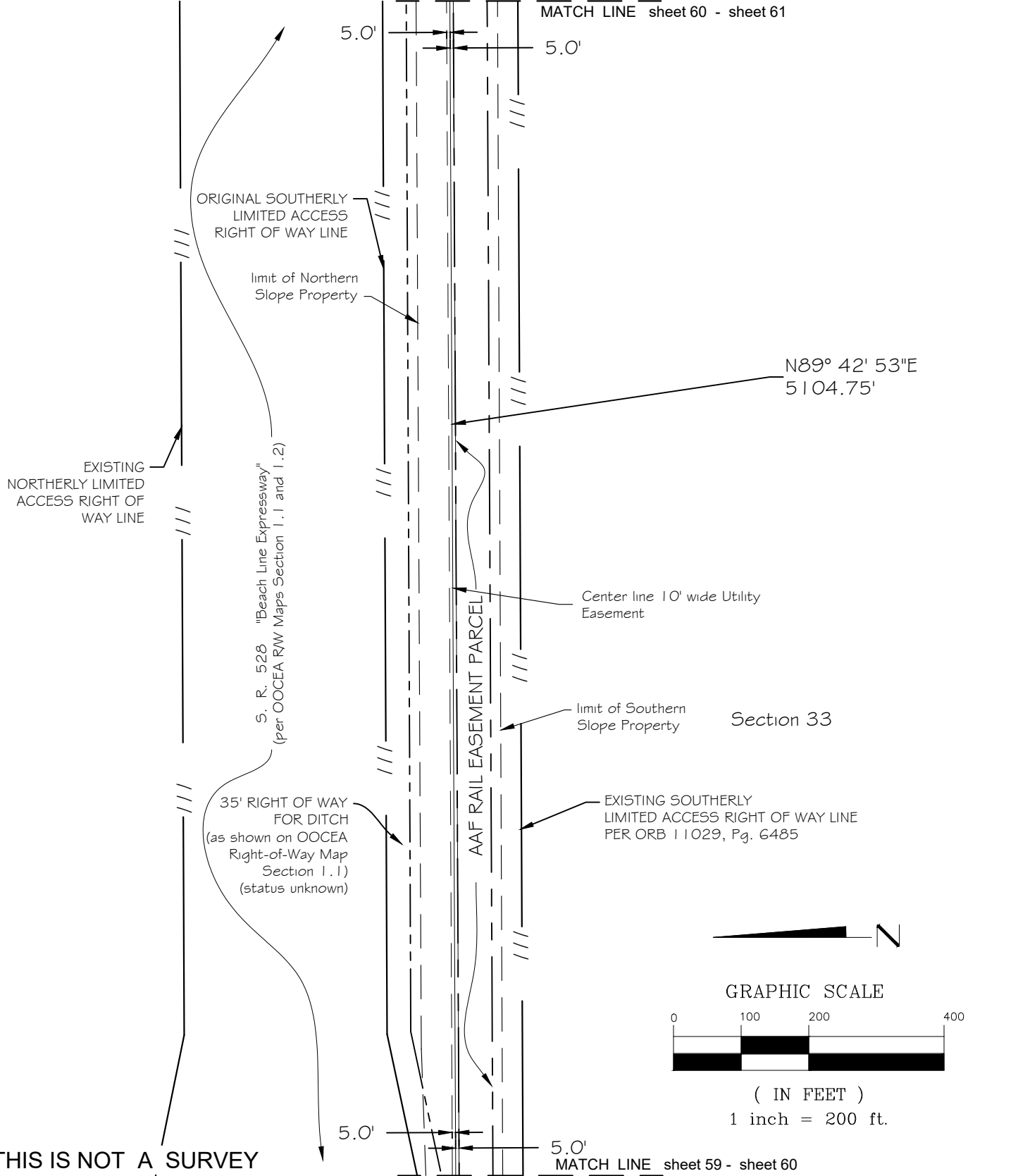


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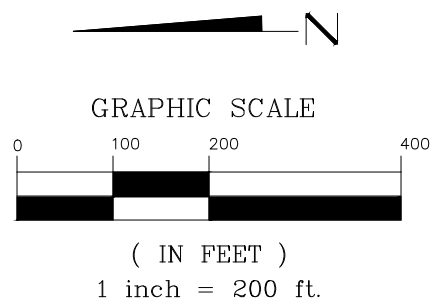
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 59 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			05/02/2019	EMO
				DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT

MATCH LINE sheet 60 - sheet 61

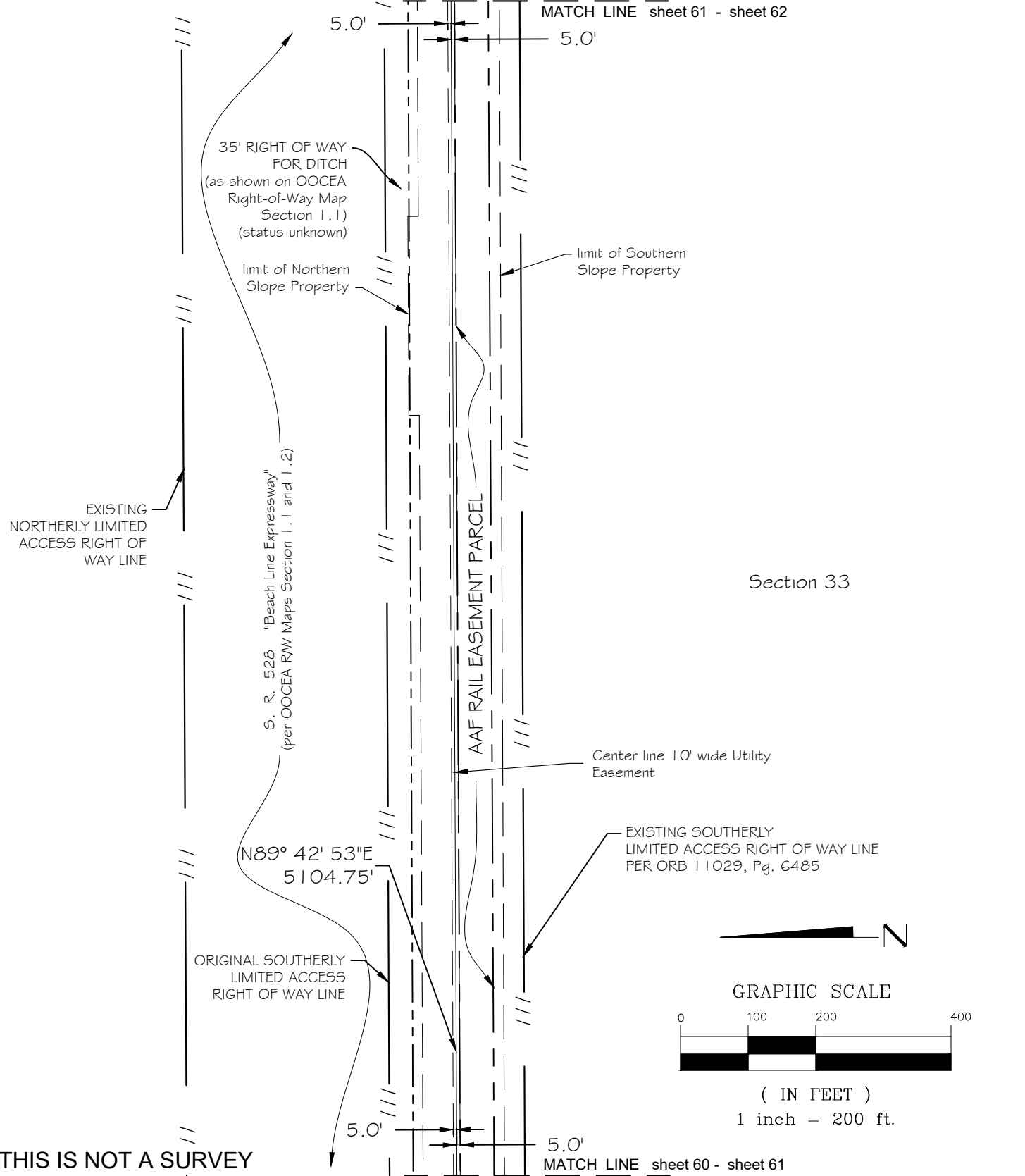


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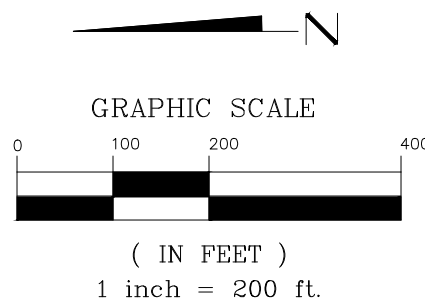


FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 60 OF 70			
DESIGNED BY: HNTB	DATE: 09/20/2016	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS			
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APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						
				DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg			

CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT

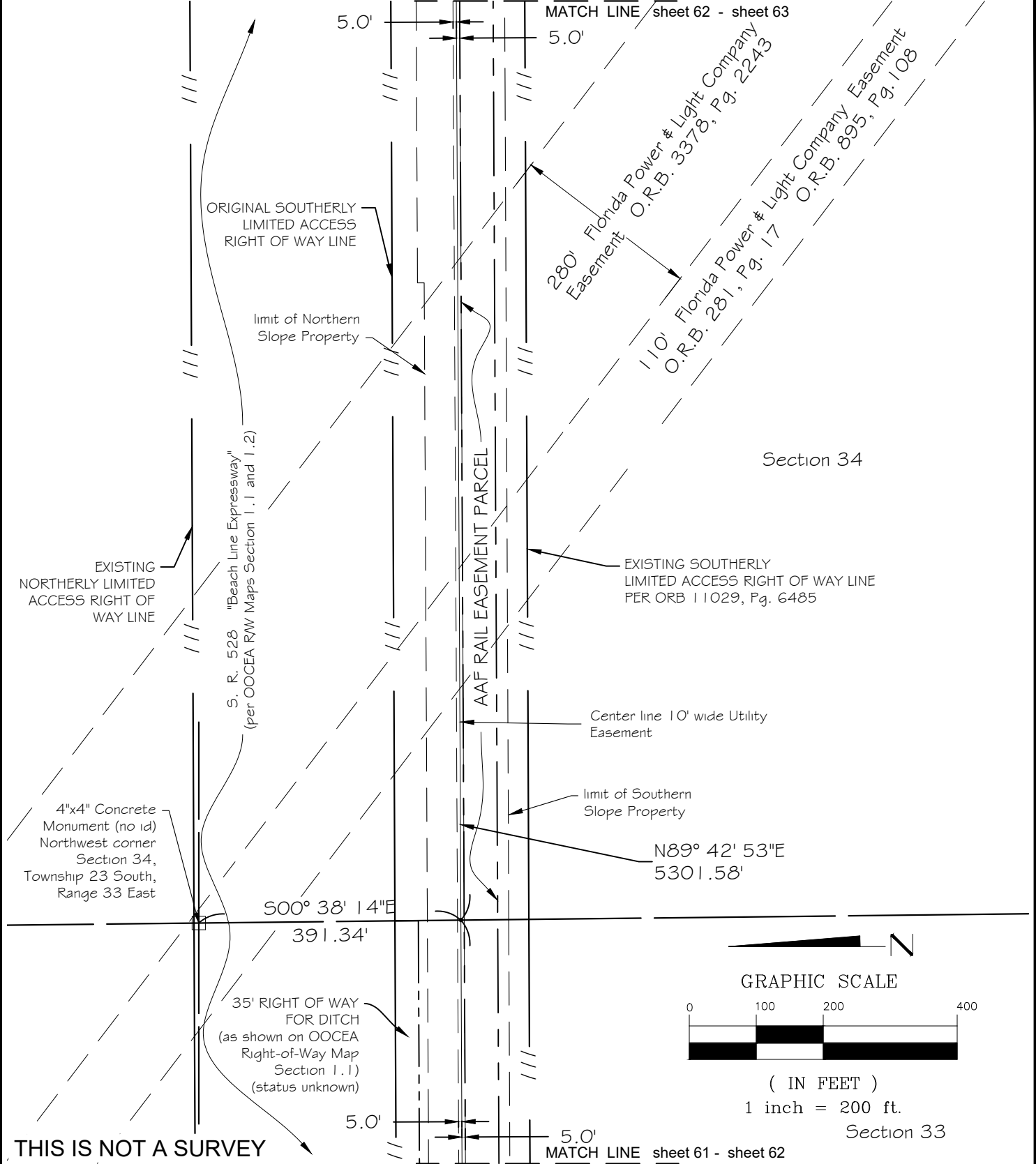


THIS IS NOT A SURVEY



FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 61 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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	
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APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg	

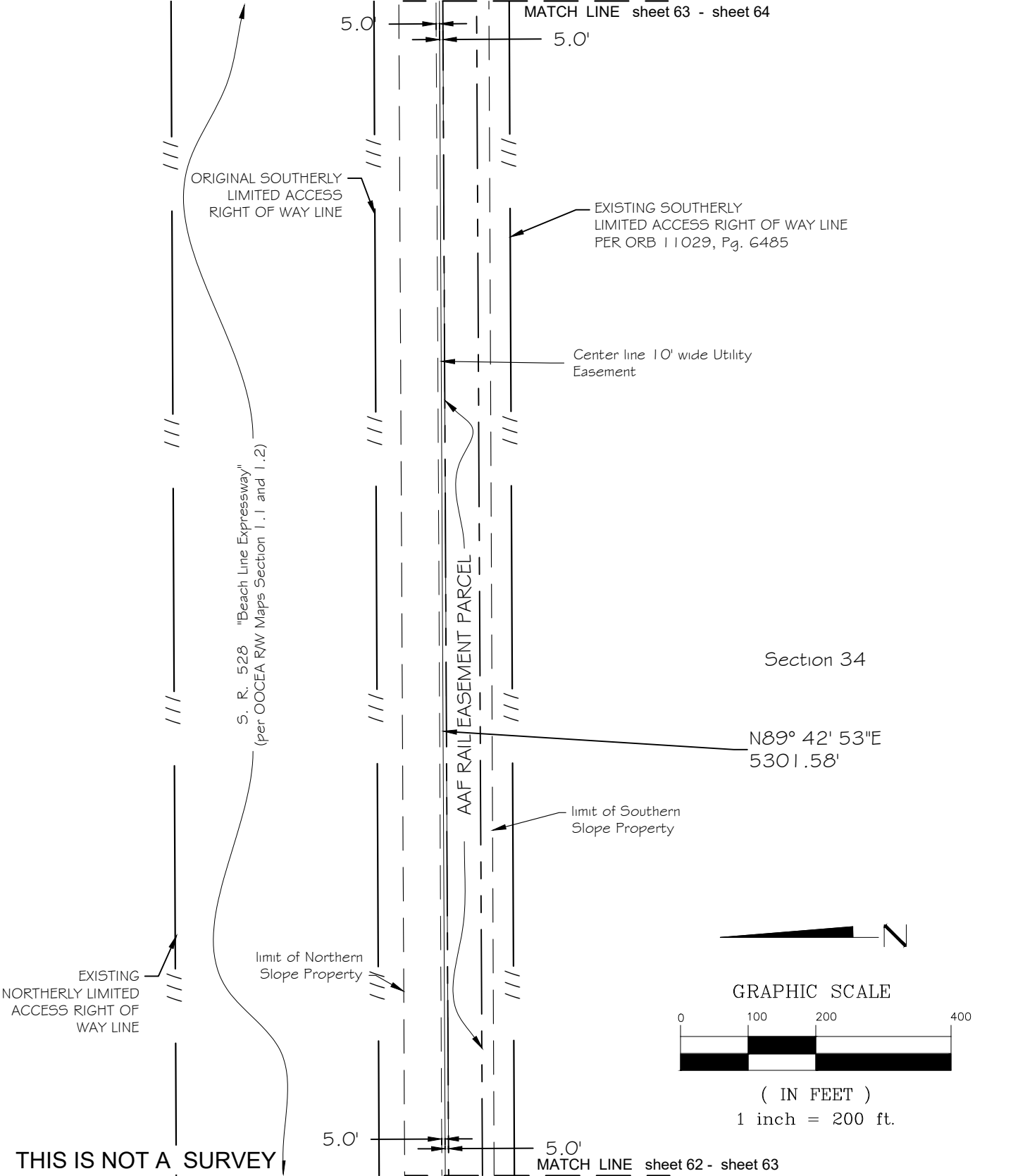
CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 62 OF 70			
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						
				DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT

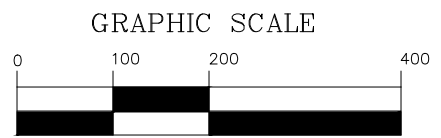


Section 34

N89° 42' 53"E
 5301.58'

limit of Southern Slope Property

limit of Northern Slope Property

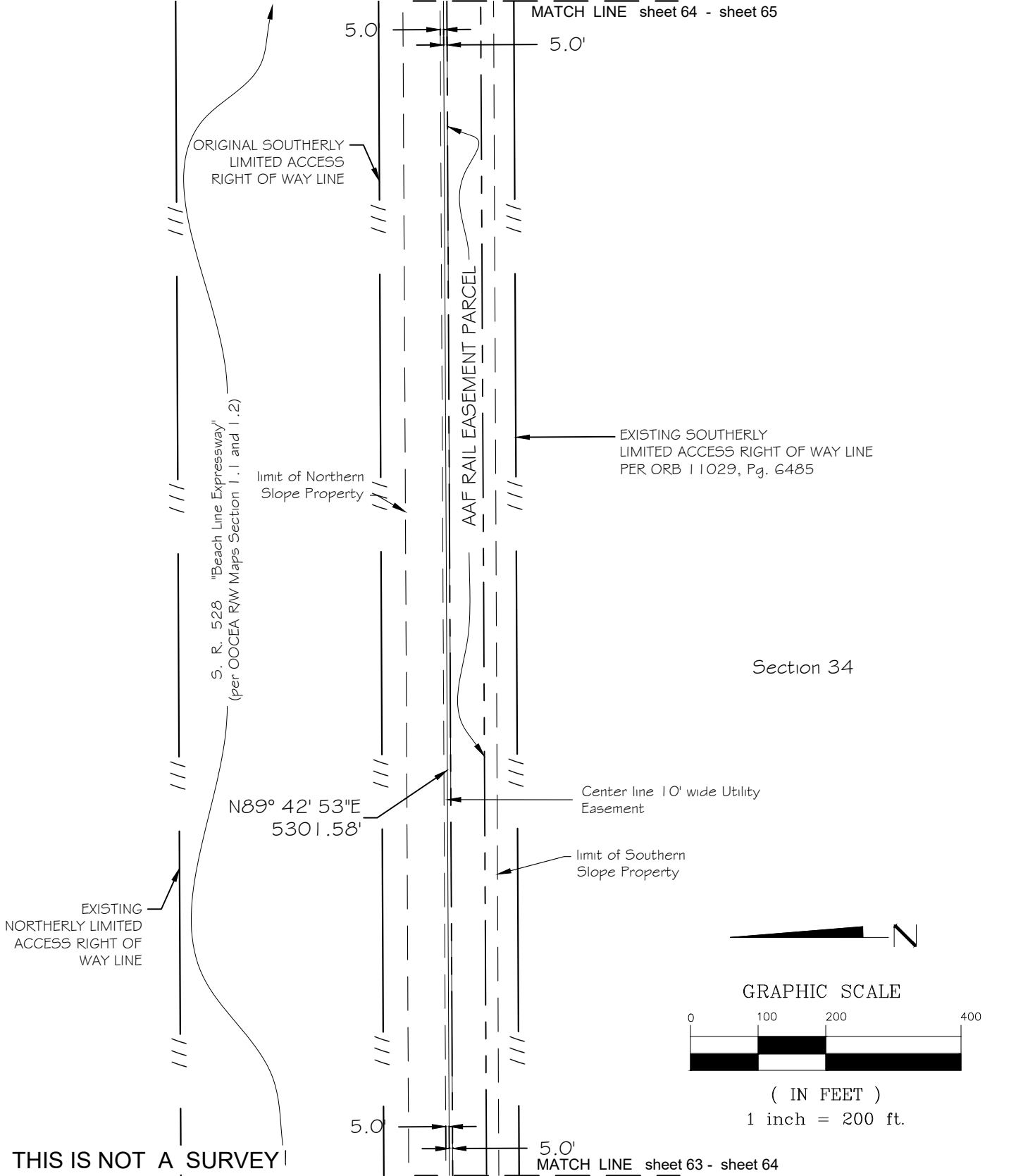


(IN FEET)
 1 inch = 200 ft.

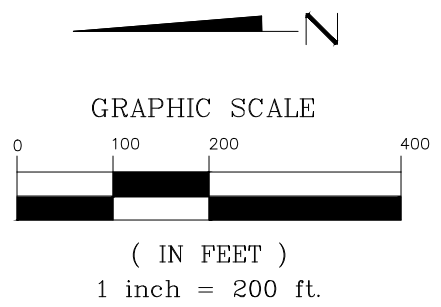
THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 63 OF 70			
DESIGNED BY: HNTB	DATE: 09/20/2016	 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			
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APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						
				DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg			

CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT

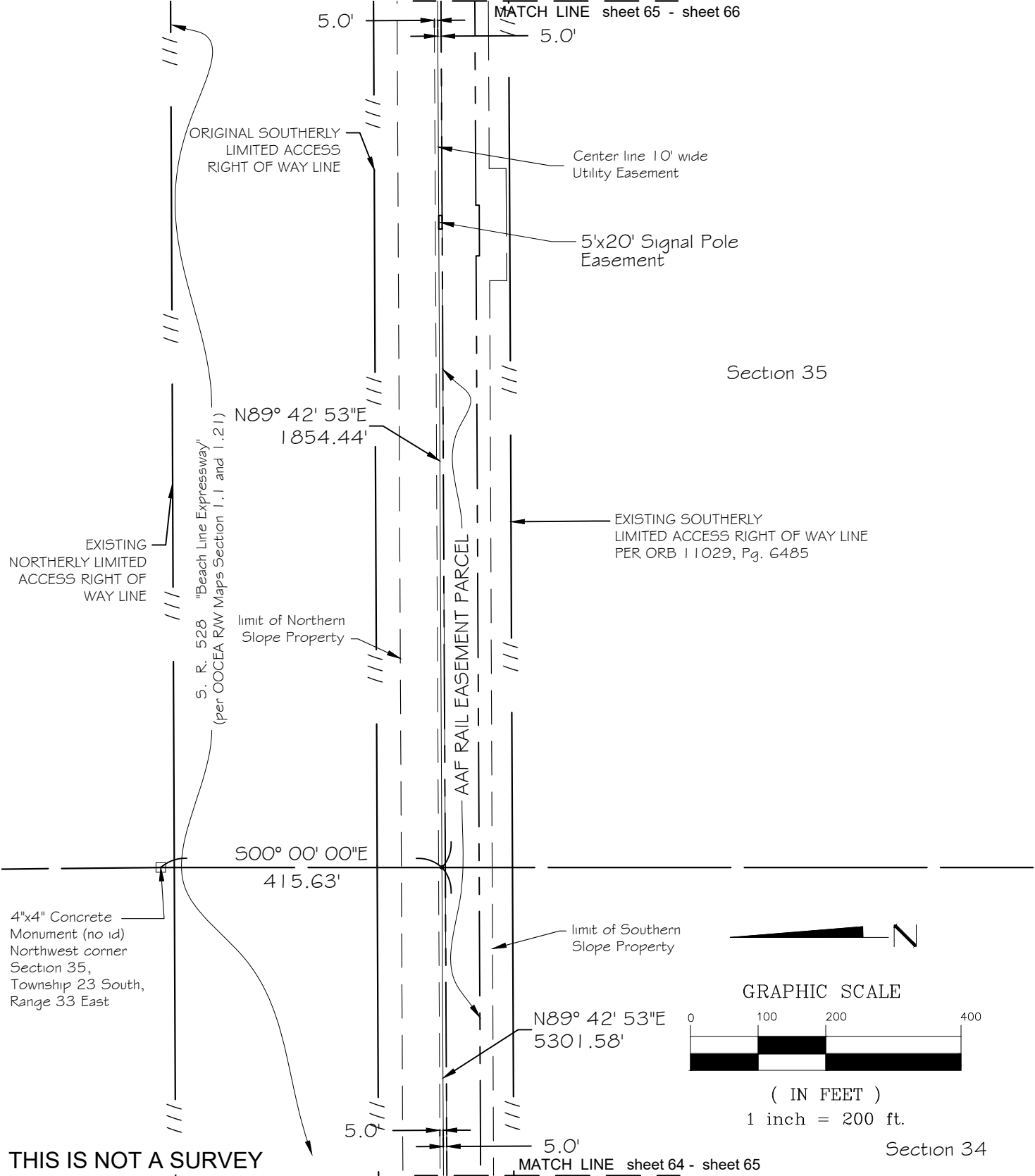


THIS IS NOT A SURVEY!



FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 64 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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	
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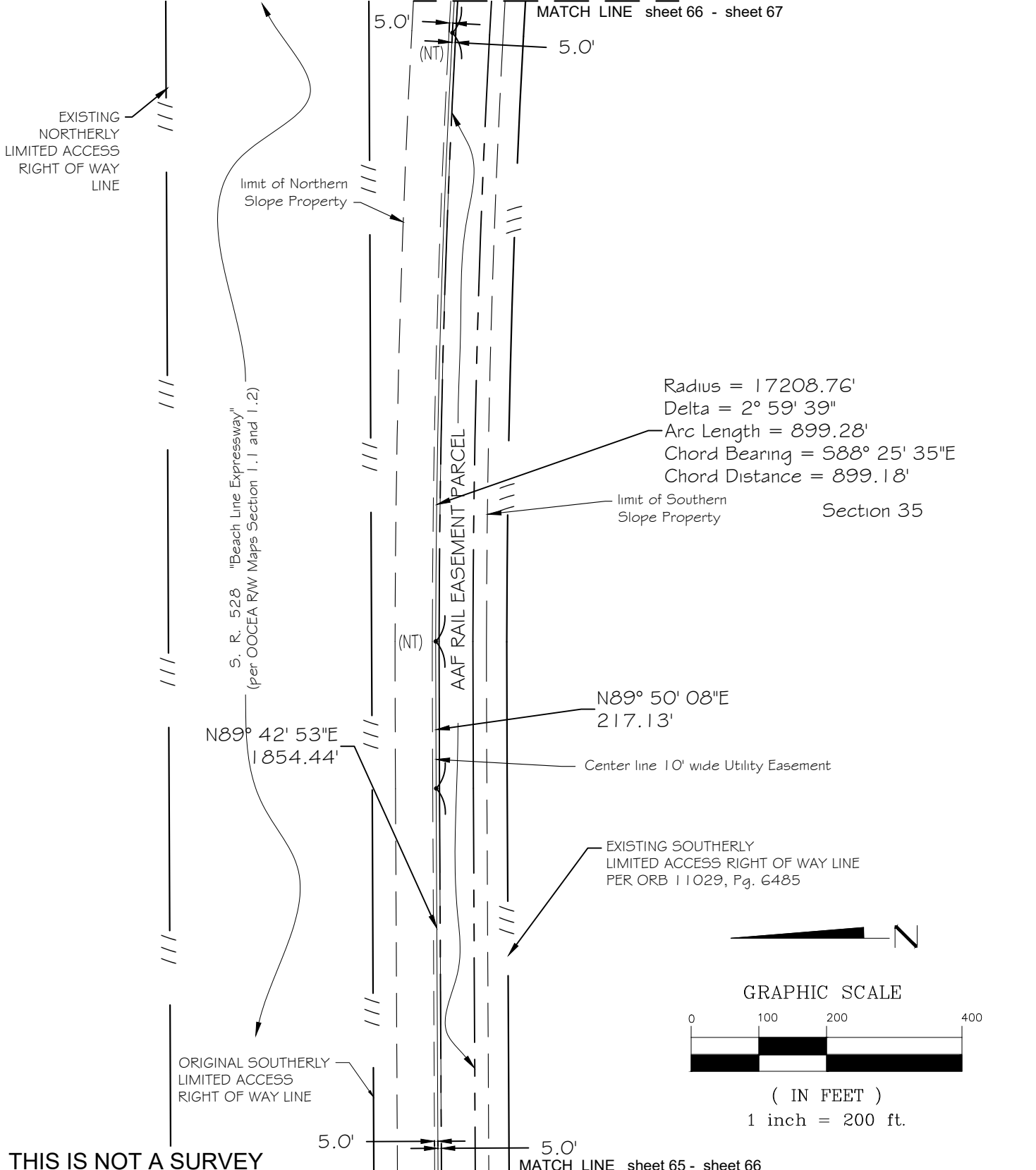
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 65 OF 70			
DESIGNED BY: HNTB	DATE: 09/20/2016	 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			
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APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						
				DRAWING NAME: CFX Utility Easement ATT 09-19-2016.dwg			

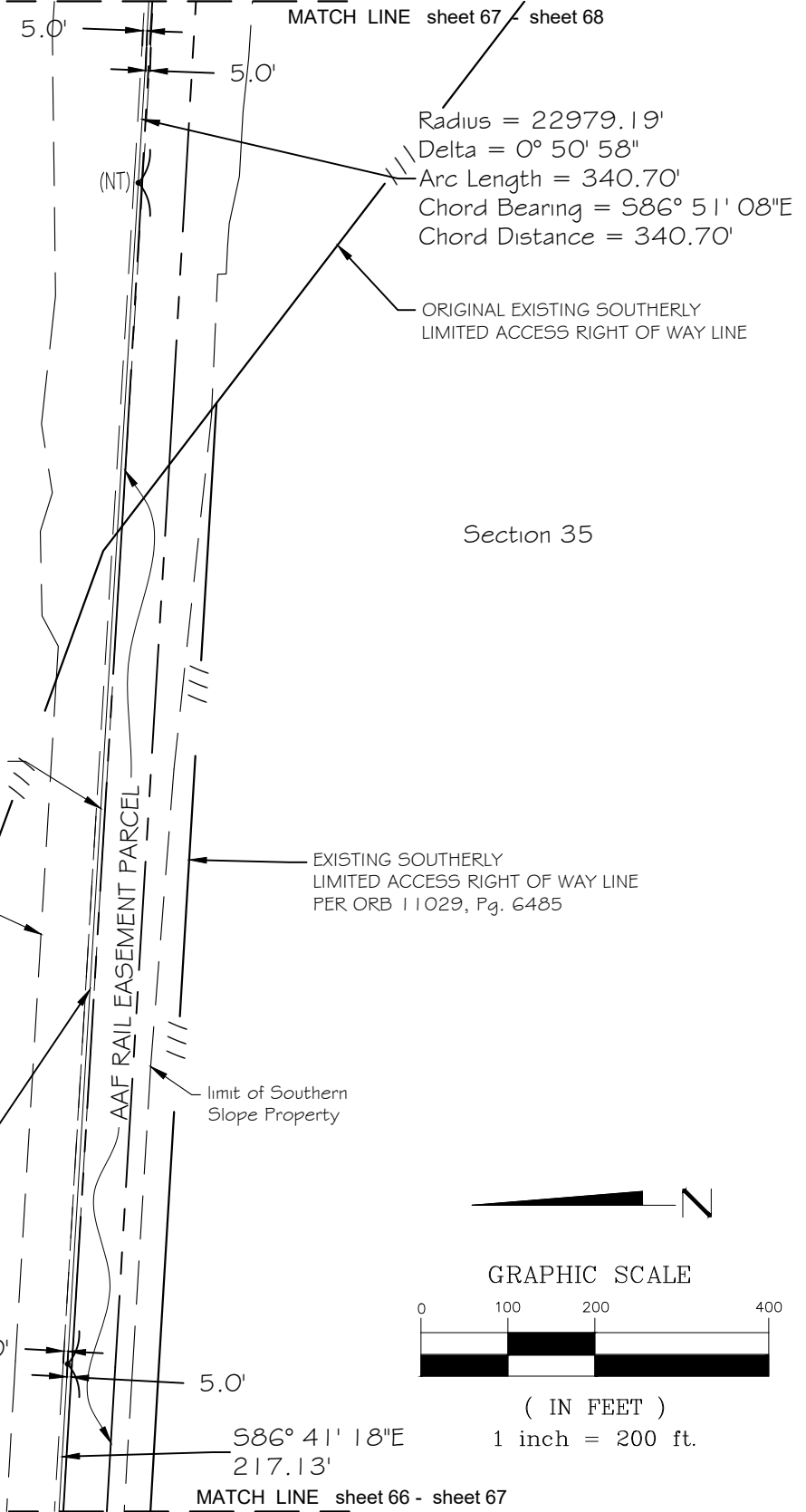
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 66 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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	
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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
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S. R. 528 "Beach Line Expressway"
 (per OCEA RW Maps Section 1.1 and 1.2 and FDOT /
 SRD RW Map Section 75005-2501)

Center line 10' wide Utility Easement

limit of Northern Slope Property

EXISTING SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE PER ORB 11029, Pg. 6485

EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE

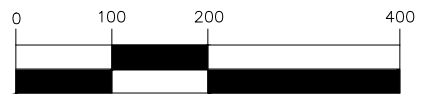
limit of Southern Slope Property

586° 34' 04"E
 1360.60'

ORIGINAL SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE



GRAPHIC SCALE



(IN FEET)
 1 inch = 200 ft.

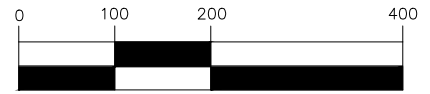
MATCH LINE sheet 66 - sheet 67

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 67 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			05/02/2019	EMO
				DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

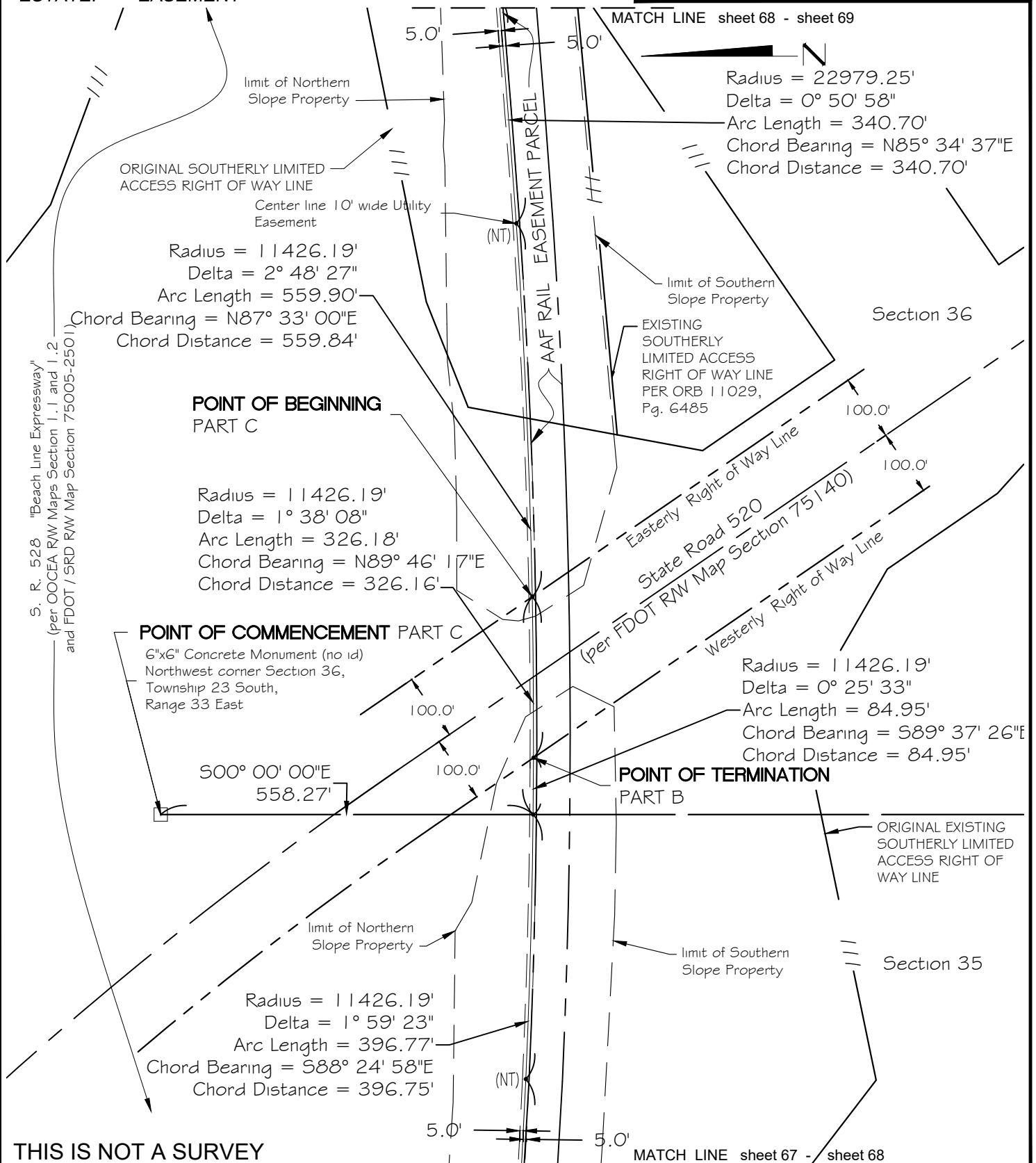
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT

GRAPHIC SCALE



(IN FEET)

1 inch = 200 ft.

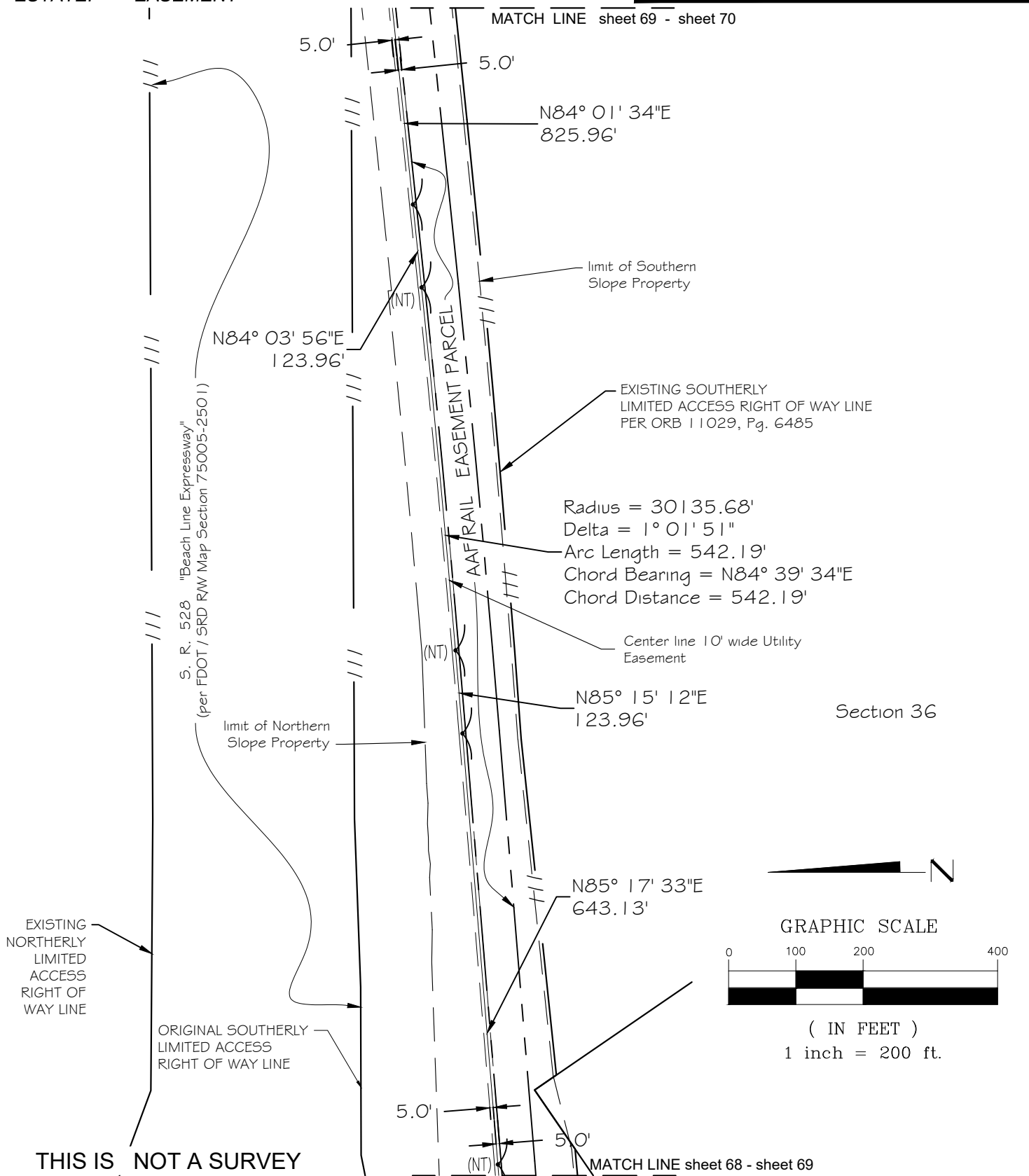


THIS IS NOT A SURVEY

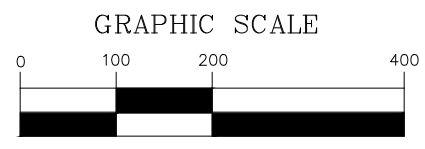
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 68 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			05/02/2019	EMO
				DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: UTILITY (ATT)
ESTATE: EASEMENT

MATCH LINE sheet 69 - sheet 70



Section 36



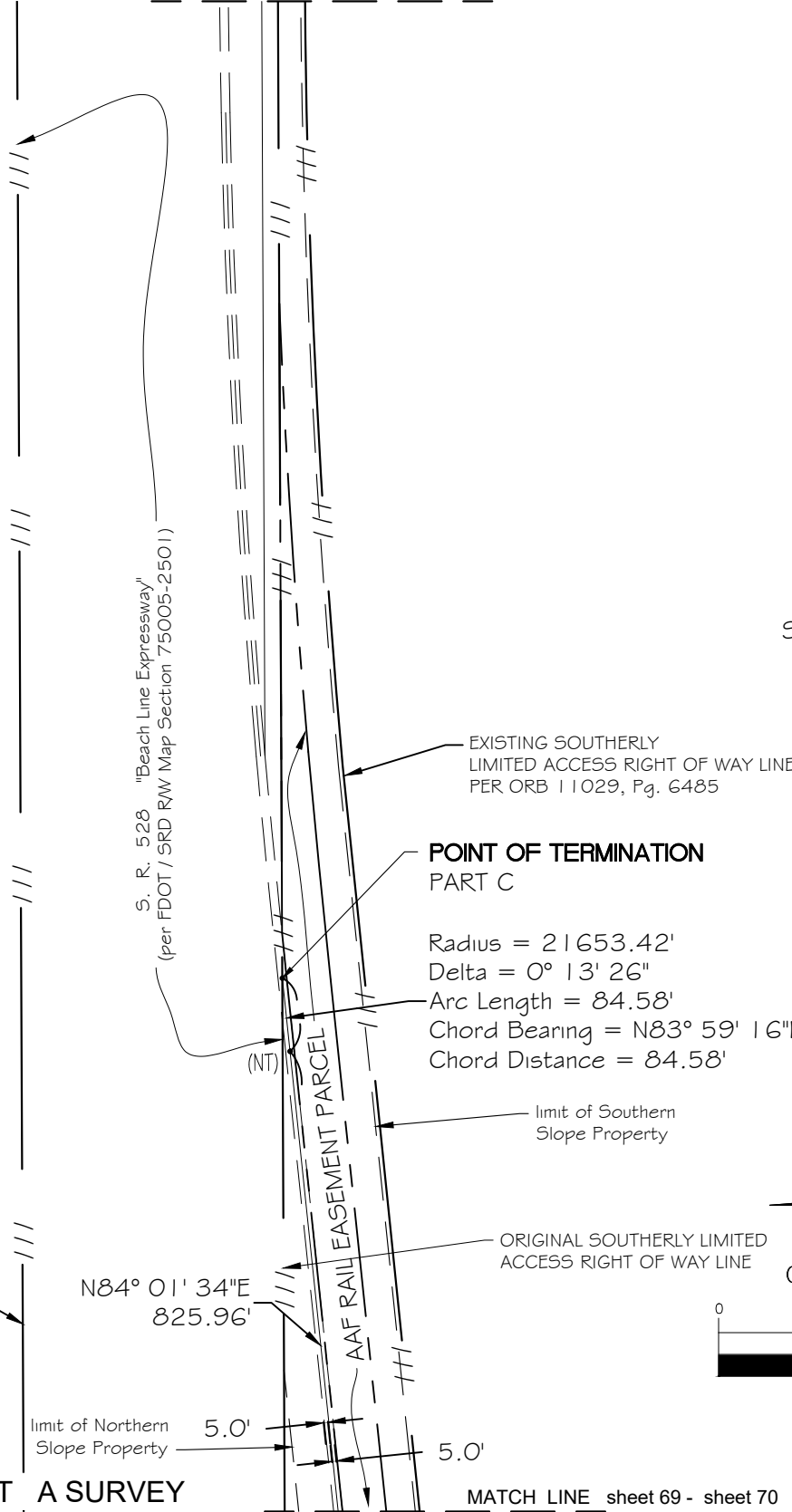
(IN FEET)
1 inch = 200 ft.

THIS IS NOT A SURVEY

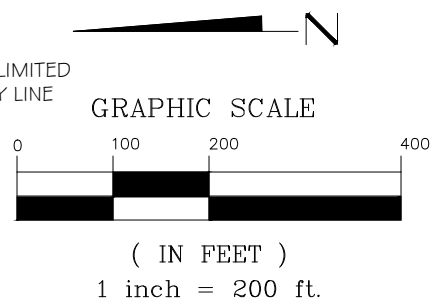
MATCH LINE sheet 68 - sheet 69

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 69 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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	
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				DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT)
 ESTATE: EASEMENT



Section 36



THIS IS NOT A SURVEY

MATCH LINE sheet 69 - sheet 70

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 70 OF 70	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			05/02/2019	EMO
				DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT) To be released
 ESTATE: EASEMENT

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 east line of Section 31, Township 23 South, Range 31 East as being South 00° 13' 49" West. The average combined scale factor is 0.999943.
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:

P.O.B = Point of Beginning
 P.O.T.= Point of Terminus
 ATT = AT & T, inc.
 AAF = All Aboard Florida
 O.R.B. or ORB = Official Records Book
 Pg. = Page
 PID = Parcel Identification Number
 S.R. = State Road
 CFX = Central Florida Expressway Authority
 R/W or r/w = Right-of-Way
 SEC = section
 OOCEA = Orlando Orange County Expressway Authority
 FPL = Florida Power & Light Company
 I.C.P. = International Corporate Parkway
 O.I.A. = Orlando International Airport
 T23S = Township 23 South
 R30E = Range 30 East
 R33E = Range 33 East

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.

SHEET INDEX

Sheet Number	Sheet Description
1	Cover
2	Sketch
3	Legal Description

Robert M. Jones, PLS
 Florida Surveyor and Mapper
 License No. LS-0004201

12/18/2019
 11/26/2019 BJB
 BJB

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 3	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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	
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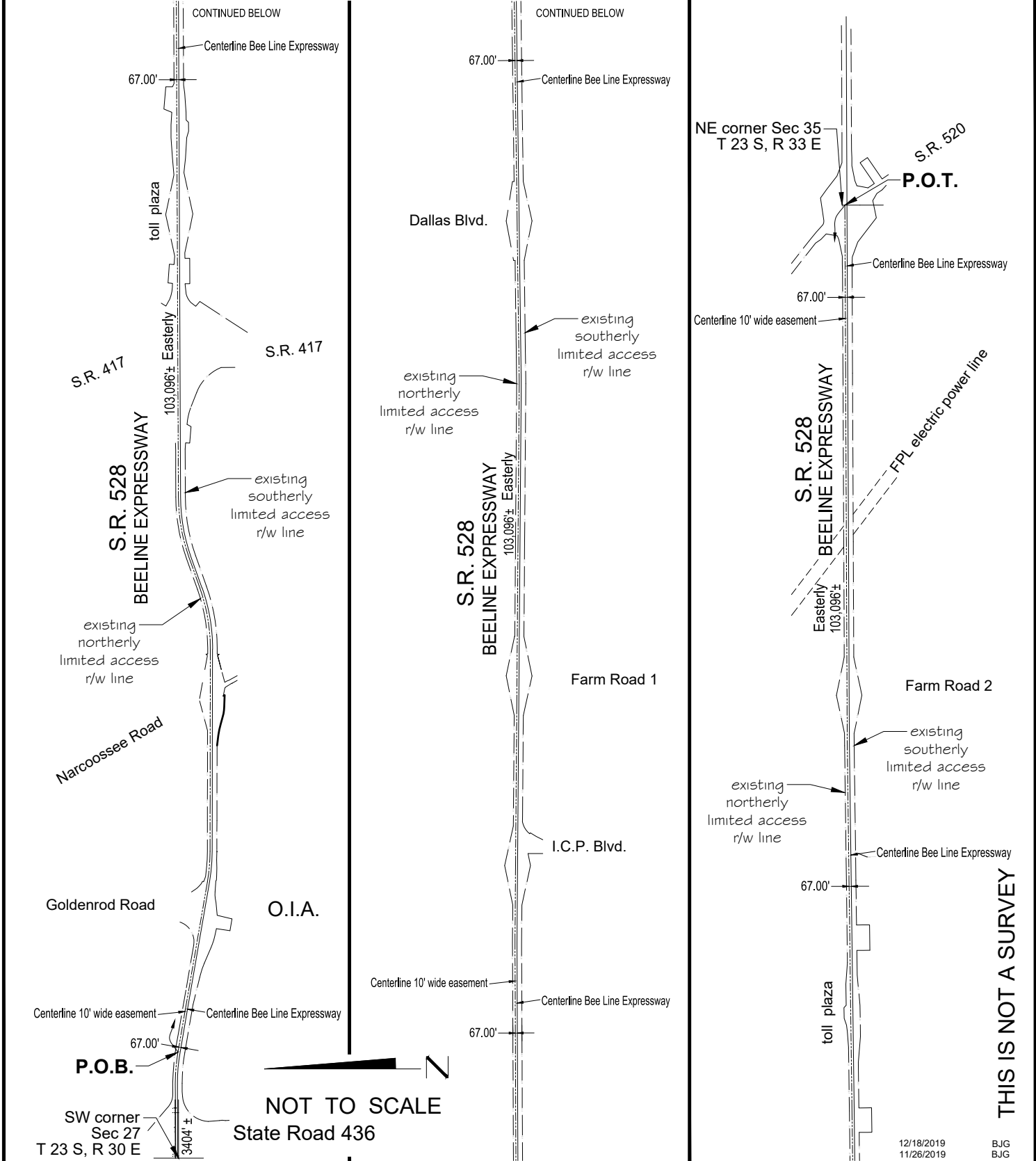
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528

PROJECT No. 528-1240

PARCEL No.

PURPOSE: UTILITY (ATT) To be released

ESTATE: EASEMENT



THIS IS NOT A SURVEY

12/18/2019
 11/26/2019
 BJB
 BJB

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 3	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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	
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CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT) To be released
 ESTATE: EASEMENT

EXHIBIT 2 (Release Property)

Those lands lying in Orange County, Florida conveyed by the ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY contained in INDENTURE recorded in Official Records Book 3073 at Page 376 of the Public Records of Orange County, Florida, being more particularly described as follows:

A 10-foot easement for the installation, maintenance and operation of underground communications systems lying 5 feet left and 5 feet right of the following described center line:

Commencing 67 feet north of the centerline of the Bee Line Expressway and its intersection with State Road 436 at the southwest corner of Section 27, Township 23 South, Range 30 East, in Orange County, Florida; thence in an easterly direction along a line parallel with and 67 feet north of the centerline of said Bee Line Expressway, a distance of 3404 feet, more or less, to the Point of Beginning of said center line; thence continue along said center line, lying parallel with and 67 feet north of the centerline of said Bee Line Expressway, a distance of 103,096 feet, more or less, to a point 67 feet north of the intersection of said Bee Line Expressway and State Road 520 at the northeast corner of Section 35, Township 23 South, Range 33 East, in Orange County, Florida for the Point of Terminus of said center line. At points where obstructions, topography or other considerations may require location of Grantee's underground communications systems elsewhere than on the easement as described herein, it shall be placed in such locations as shall be agreed upon between Grantor and Grantee.

THIS IS NOT A SURVEY

12/18/2019 BJB
 11/26/2019 BJB

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		 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 3 OF 3	
DESIGNED BY: HNTB	DATE: 09/20/2016		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374130684		DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240		05/02/2019	EMO
			DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT) To remain
 ESTATE: EASEMENT

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 east line of Section 31, Township 23 South, Range 31 East as being South 00° 13' 49" West. The average combined scale factor is 0.999943.
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:

P.O.B = Point of Beginning
 P.O.T.= Point of Terminus
 ATT = AT & T, inc.
 AAF = All Aboard Florida
 O.R.B. or ORB = Official Records Book
 Pg. = Page
 PID = Parcel Identification Number
 S.R. = State Road
 CFX = Central Florida Expressway Authority
 R/W or r/w = Right-of-Way
 SEC = section
 OOCEA = Orlando Orange County Expressway Authority
 FPL = Florida Power & Light Company
 I.C.P. = International Corporate Parkway
 O.I.A. = Orlando International Airport
 T23S = Township 23 South
 R30E = Range 30 East
 R33E = Range 33 East

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.

SHEET INDEX

Sheet Number	Sheet Description
1	Cover
2	Sketch
3	Legal Description

Robert M. Jones, PLS
 Florida Surveyor and Mapper
 License No. LS-0004201

THIS IS NOT A SURVEY

12/18/2019 BJB

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 3	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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	
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				DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT) To remain
 ESTATE: EASEMENT

P.O.T

existing northerly limited access r/w line

existing southerly limited access r/w line

5.00'

67.00'

Centerline 10' wide easement

Centerline Bee Line Expressway

3404' ± Easterly

S.R. 528
 BEELINE EXPRESSWAY

State Road 436

State Road 436

South line Section 27

5.00'

67.00'

West line Section 27

P.O.B

SW corner
 Sec 27
 T 23 S, R 30 E



NOT TO SCALE

THIS IS NOT A SURVEY

12/18/2019 B/JG

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 09/20/2016
DRAWN BY: PEW	AMEC JOB No.: 6374130684
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

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 3	
REVISIONS	
DATE	BY
05/02/2019	EMO
DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No.
 PURPOSE: UTILITY (ATT) To remain
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EXHIBIT 3 (Remainder Property)

Those lands lying in Orange County, Florida conveyed by the ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY contained in INDENTURE recorded in Official Records Book 3073 at Page 376 of the Public Records of Orange County, Florida, being more particularly described as follows:

A 10-foot easement for the installation, maintenance and operation of underground communications systems lying 5 feet left and 5 feet right of the following described center line:

Beginning at a point 67 feet north of the centerline of the Bee Line Expressway and its intersection with State Road 436 at the southwest corner of Section 27, Township 23 South, Range 30 East, in Orange County, Florida; thence in an easterly direction parallel with and 67 feet north of the centerline of said Bee Line Expressway, a distance of 3404 feet, more or less, to the Point of Terminus of said Centerline.

At points where obstructions, topography or other considerations may require location of Grantee's underground communications systems elsewhere than on the easement as described herein, it shall be placed in such locations as shall be agreed upon between Grantor and Grantee.

THIS IS NOT A SURVEY

12/18/2019 BJK

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 3 OF 3	
DESIGNED BY: HNTB	DATE: 09/20/2016	 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.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			05/02/2019	EMO
				DRAWING NAME: CFX Utility Easement ATT 03-05-2019.dwg	

1463047 ORANGE
NOV 30 3 23 PM '79

3700
pd

C.R. 3073 PG 376

INDENTURE

THIS INDENTURE made and entered into this 21st day of NOVEMBER, 1979, by and between the ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate and agency of the State of Florida, hereinafter called "Grantor" and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a New York corporation, hereinafter called "Grantee".

480.00

WITNESSETH:

WHEREAS, Grantor is owner of certain parcels of real estate and premises located in the County of Orange, State of Florida, upon which and in connection with which it operates a certain highway and appurtenances known as the "Bee Line Expressway", and

WHEREAS, Grantor, as owner of the real property in connection with said highway, has the full right and power to grant easements upon, through, and across said real property; and

WHEREAS, Grantee desires to secure from Grantor an easement in connection with the installation, maintenance and operation of underground communications systems; and

WHEREAS, Grantor desires to grant and convey unto Grantee an easement for such purposes, upon certain terms and conditions;

NOW, THEREFORE, in consideration of the premises and covenants herein exchanged, and in consideration of the payment by Grantee to Grantor of the consideration hereinafter specified, the parties do agree as follows:

Ed Scott - will call
(S. Bell)

ORANGE COUNTY 219872

STATE OF FLORIDA	DOCUMENTARY	STAMP TAX
DEPT. OF REVENUE		
NOV 30 1979	480.00	-1-

1. The Grantor does hereby convey unto the Grantee, its successors and assigns, a ten (10) foot easement for the following purposes, excluding all others, to construct, operate, maintain, modify, enlarge, replace and remove an underground communications system consisting of a maximum of four (4) main cables and such auxiliary and appurtenant cables as shall be required, wires, surface testing terminals, manholes, markers, and other appurtenances, through lands of Grantor on the "Bee Line Expressway", situated in the County of Orange, State of Florida, said easement being more particularly described on Exhibit "A" attached hereto.

It is the intent of the Grantor and the Grantee that a maximum of four (4) cables are to be installed within the conveyed easement and that said cables will be of the type referred to as ^{communications} ~~12~~ cables and that the installation of additional cables would only be authorized if agreed upon by both the Grantee and the Grantor; that auxiliary and appurtenant cables are those short sections of cable between the main cables and repeater stations or other points off the easement; that the right to replace does not include the right to substitute the main cables or any major segment thereof with new and different cables unless agreed upon as stipulated above, but does relate generally to replacement of equipment and facilities for maintenance purposes; further that any major maintenance, replacement, modification or removal of said communications system will be done only in a manner mutually agreed to in advance by the Grantor and the Grantee.

2. Grantee shall pay Grantor for said easement consideration in the amount of \$ 120,000.00 in cash, to the

LL
grace

ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY.

3. The rights herein granted include (a) the right of ingress and egress to and from the property of Grantor for the installation, maintenance and operation of said communications systems, at such points as shall be necessary and desirable, provided that the rights as granted shall not apply to vehicles. Vehicles shall enter and leave only at toll plazas, and (b) except under conditions covered by paragraph 8, relating to changes or improvements in the Bee Line Expressway right of way, there shall be no structures or encroachments placed or permitted on Grantee's ten (10) foot easement without the written consent of Grantee. Provided, however, anything contained herein to the contrary notwithstanding, the Grantor shall have the right to ingress and egress and to traverse the easement herein granted and to pave areas of said easement or to permit encroachments or structures thereon which are not inconsistent with the Grantee's use.

4. Special Conditions:

In connection with the construction, operation and maintenance of the said communications system, the Grantee agrees to:

(a) Construct crossings of access roads, fills or areas of embankment, toll plazas and structures to include bridges, box culverts and pavement areas in the manner and at such locations as shall be prescribed by the Grantor.

(b) Secure all necessary permits from the respective state, county, railroad, drainage district or other authority. All construction shall be in strict accordance with such permits.

(c) Maintain, including seeding, fertilizing and mulching, all backfill and other area disturbed by construction until they are restored to the condition existing prior to construction and to the satisfaction of the Grantor.

(d) Reimburse Grantor for the costs incurred for maintenance crews doing immediate repair and restoration work on the Bee Line Expressway during construction of the communications system.

(e) Furnish traffic control flagmen, warning signs, flares, blinker lights and other safety devices as required by either Grantor or Grantee during construction or maintenance work. The Manual on Traffic Controls and Safe Practices for Street & Highway Construction, Maintenance and Utility Operations - 1978, is to be used as a guideline.

(f) 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.

(g) Release and hold harmless the Grantor from any damage to existing telephone lines or cables, water, electric, sewer, or drainage lines or pipe lines which may be encountered or crossed during construction or maintenance of said communications system. Grantee will be notified in advance of any future system/s that might be placed adjacent to or across the easement.

(h) Reimburse Grantor for all costs incurred for one or more inspectors during construction operations or wherever deemed necessary by the Grantor.

(i) Pay tolls for the entrance and exit of all equipment and vehicles of Grantee and its contractors at the prevailing rates.

(j) Pay all lawful taxes due and owing on said communications system.

5. Grantee assumes full responsibility for all injuries to, or death of, any persons and for damages to property and for all claims, losses or expense which may in any way arise out of construction, maintenance, relocation, change, existence, use or removal of said communications system if caused by negligence of Grantee, its employees, agents or contractors, and Grantee shall indemnify and save Grantor harmless from all liens, losses, expenses or claims of any sort, including loss of revenue, which may arise out of or by reason of the exercise of the rights granted herein and shall defend on behalf of the Grantor any suit brought against said Grantor for any such damage, injury or death.

6. 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 the Grantor in the land to be entered upon and used by Grantee, which said right, title and interest is the ownership in fee simple of all of the real property used in connection with said Bee Line Expressway. The Grantee will, at all times, assume the risk of and indemnify and save harmless Grantor from and against any and all loss, damage, cost or expense, arising in any manner, or growing out of the exercise or attempted exercise by the Grantee of the herein granted rights and privileges, as to any of the lands not owned in fee simple by the Grantor.

7. Upon the failure, neglect or refusal of Grantee, upon notice in writing from the Grantor, to immediately perform any repair work on said Bee Line Expressway, its access roads, or other improvements, or other property of the Grantor which may be affected by Grantee in the exercise of the rights

granted hereunder, the Grantor may undertake and perform such repair work, and upon receipt of bills for such repair work from the Grantor, Grantee shall forthwith reimburse Grantor for such costs reasonably so incurred.

8. In the event it shall become necessary to rearrange, remove or relocate the communication system to accommodate changes or improvements on or to the Bee Line Expressway and such rearrangements, removals and relocations are reasonably required for such purposes, they will be made by the Grantee at its own expense upon written notice from the Grantor to do so; provided, however, that if the Grantee shall fail to do such work, and within sixty (60) days of receipt of such notice, fails to inform Grantor of its intention to do so and furnish the Grantor with a reasonable schedule for doing such work, the Grantor shall have the right, at its option, to perform said work, at the risk and expense of the Grantee. The provisions of this paragraph are for the exclusive protection of the Grantor, or its successors in title, nearby municipalities and counties in which the Bee Line Expressway is located and shall not apply to any conflict of the Grantee's facilities with improvements contemplated or requested by other parties. Notices to Grantee shall be sent to SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, General Manager, Distribution, 867 Jacobs Building, Jacksonville, FL 32202. In construing this paragraph, it is the intent of the parties that they will each fully cooperate with the other and that the Grantee shall make such changes and relocations as may be necessary to accomplish Grantor's purposes and further, the Grantor will cooperate with the Grantee to the end that such changes and relocations shall be held to the minimum necessary to accomplish the Grantor's purposes, thereby causing a minimum of

disturbance to the Grantee's system.

9. In the event that the said Bee Line Expressway or any portion or part thereof should ever be designated as part of the public highway system, including but not limited to the Federal Interstate System of Highways, and be taken under the control of some authority other than the Grantor, or pursuant to which the Grantor should be under the jurisdiction of others, and under such circumstances as to bring any removal or relocation of the communication system to be constructed hereunder within the coverage of the provisions of any law which provides for or authorizes the payment, repayment or reimbursement of costs of such removal or relocation from public funds, including but not by way of limitation, Section III of Federal Aid Highway Act of 1956, being Public Law 627 of the 84th Congress, any amendment or re-enactment thereof, then, in such event, Grantee or its assigns, upon complying with all terms and conditions of the law and rules and regulations adopted pursuant thereto, shall be entitled to receive reimbursement of the cost of such removal or relocation of such communications system to the extent such payment is provided for under such law; provided, however, that nothing contained herein shall require payment or reimbursement to be made by the Grantor.

10. The rights herein granted to Grantee may be assigned or transferred in whole or in part to any company allied or associated with Grantee; provided, however, that such assignment or transfer shall not relieve the new owner or Grantee of any of the duties, obligations or liabilities imposed upon the Grantee by this instrument.

11. Grantee will, if requested by Grantor, file with the Grantor and its Trustee, copies of all contractor's performance bonds affecting any work or service in connection with the construction of the communications system within the easement herein conveyed.

12. The work of constructing and installing the communications system upon and within the easement hereby granted, shall be carried out within a construction period of one (1) year to commence at a date to be agreed upon by the Grantor and the Grantee, unless said construction is modified or extended by mutual agreement of the Grantor and the Grantee.

(a) For the purpose of this Agreement, the construction of said communications system shall be considered complete when the trench has been backfilled and the grading and seeding (restoration) work completed as specified in paragraph 4 (c), and all incidental cleanup work has been completed.

13. All rights of the 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 the Orlando/Orange County Expressway Authority 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 the Orlando/Orange County Expressway Authority 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.

14. The Grantee herein agrees that it will, if called upon, execute such papers or documents as are necessary to effect such subordination in connection with any past or future trust indentures of the Orlando/Orange County Expressway Authority.

15. The term of this easement shall be in perpetuity subject to the conditions hereinbefore set forth.

AGREEMENT BINDING:

The covenants and agreements contained in the foregoing document are binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year above written.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: *[Signature]*
Grantor

ATTEST: *[Signature]*

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

[Signature]
[Signature]

By: *[Signature]*
VICE PRESIDENT Grantee

ATTEST: *[Signature]*
Assistant Secretary

APPROVED BY:

DEPARTMENT OF TRANSPORTATION OF THE STATE OF FLORIDA

By: *[Signature]*

APPROVED AS TO FORM
[Signature]
ATTORNEY

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

C.F. 3073 PG 385

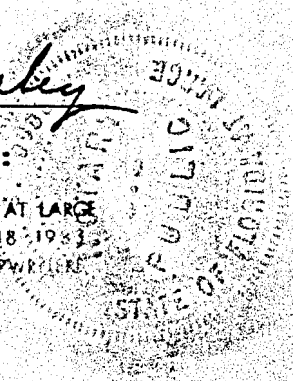
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared L. EARL CRITTENDEN well known to me to be the Vice President-North Florida of SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of November, 1979.


Notary Public

My Commission expires:

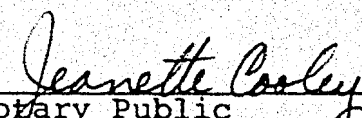
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 18 1983
BONDED THRU GENERAL INS UNDISPENSED



STATE OF GEORGIA)
)
COUNTY OF FULTON)

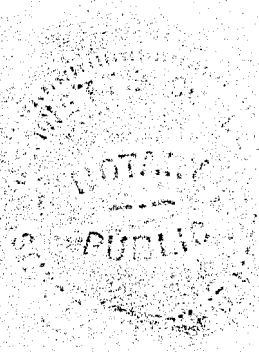
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared NELL^A THOMAS well known to me to be the Assistant Secretary of SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation, and that she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of November, 1979.


Notary Public

My Commission expires:

Notary Public, Georgia, State at Large
My Commission Expires July 4, 1983



This instrument prepared by:

J. Fenimore Cooper, Jr.
P. O. Drawer 1271
Orlando, Florida 32802

A 10 foot easement lying 5 feet left and 5 feet right of the following described center line:

Beginning at a point 67 feet north of the centerline of the Bee Line Expressway and its intersection with SR 436 at the southwest corner of Section 27, Township 23 South, Range 30 East, in Orange County, Florida; thence in an easterly direction parallel with and 67 feet north of the centerline of the said Bee Line Expressway, a distance of 106,500 feet, more or less, to a point 67 feet north of the intersection of the said Bee Line Expressway and State Road 520 at the northeast corner of Section 35, Township 23 South, Range 83 East, in Orange County, Florida. At points where obstructions, topography or other considerations may require location of Grantee's communications system elsewhere than on the easement as described, it shall be placed in such locations as shall be agreed upon between the Grantor and Grantee.

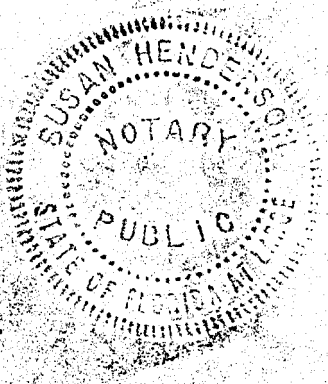
EXHIBIT "A"

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

C.R. 3073 PG 387

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared James B. Greene and George M. Barley, Sr., well known to me to be the Chairman and Secretary of the Orlando-Orange County Expressway Authority, a State Agency, and that they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of November, 1979.



Susan Henderson

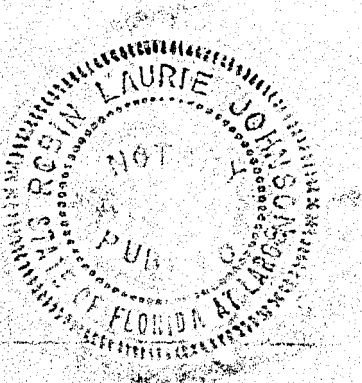
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 27, 1982
Bonded By American Fire & Casualty Company

STATE OF FLORIDA)
)
COUNTY OF LEON)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Larry K. O'Dell, well known to me to be the Deputy Secretary for Administration for the Florida Department of Transportation, a State Agency, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of November, 1979.



Robin Laurie Johnson

Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 7, 1982
Bonded By American Fire & Casualty Company

RECORDED & RECORD VERIFIED

James B. Greene
County Comptroller, Orange Co., Fla

1856768 ORANGE
CO., FL

Nov 10 9 34 AM '82

O.R. 3325 PG 347

1378

PARTIAL ASSIGNMENT OF EASEMENT

This Partial Assignment of Easement, made this 20th day of September, 1982, between SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a New York corporation, hereinafter called "Grantor" and AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a New York corporation, hereinafter called "Grantee;"

W I T N E S S E T H :

45
WHEREAS, Grantor is the owner of a certain ten (10) foot easement conveyed to it by Indenture dated November 21, 1979, by ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY and recorded in Official Records Book 3073, page 376, et seq., public records of Orange County, Florida; and

WHEREAS, said Indenture provides that the rights therein granted to Southern Bell Telephone and Telegraph Company may be assigned or transferred in whole or in part to any company allied or associated with Southern Bell; and

WHEREAS, Southern Bell desires to make this partial assignment of such rights to its parent company.

NOW THEREFORE, Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to it paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey, assign, transfer and set over unto Grantee, its associated and allied companies, its and their respective successors and assigns, the right and privilege to construct, operate, maintain, modify, enlarge, replace

Return to: A T & T Long Lines. Glen From, Room # AS 355 A
Box 13970, Orlando, Fla. 32859

and remove an underground communications cable system consisting of one (1) main cable and such auxiliary and appurtenant cables as shall be required, wires, surface testing terminals, manholes, markers and other appurtenances, within that certain easement on the lands of the ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY known as the "Bee Line Expressway" in Orange County, Florida, together with all the rights and privileges thereunto ensuing pursuant to that certain Indenture dated the 21st day of November, 1979, between the ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY and Grantor, recorded in O.R. 3073, Page 376, et seq., Orange County, Florida;

That the Grantee shall adhere to and abide by all conditions imposed upon Grantor by said easement, both Grantor and Grantee shall remain subject to the duties, obligations and liabilities imposed by said Indenture, and that Grantee shall cooperate fully with the ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY in the exercise of the rights assigned herein.

Grantor expressly reserves all rights in said easement and under said Indenture except those specifically assigned and transferred to Grantee by this partial assignment of easement.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed as of the day and year first above written.

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

WITNESSES:

Nathan H. Wilson
Deanne H. Smith

By L. E. Crittenden
L. E. Crittenden
Title Vice President

ATTEST:
By Nell C. Thomas
Title Assistant Secretary

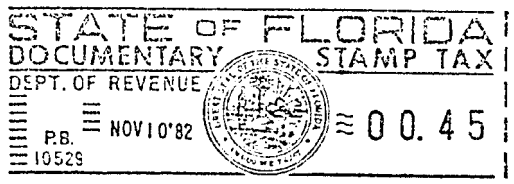
STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared L. E. CRITTENDEN, well-known to me to be the Vice President-Distribution for Florida of Southern Bell Telephone and Telegraph Company, a corporation, and that he acknowledged executing the same in the presence of two (2) subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 20th day of September, 1982.

ORANGE COUNTY 299747



Deanne St. Smith
Notary Public, State of Florida
at Large.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Sept. 10, 1985

STATE OF GEORGIA

COUNTY OF FULTON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared NELL A. THOMAS, well-known to me to be the Assistant Secretary of Southern Bell Telephone and Telegraph Company, a corporation, and that (s)he acknowledged affixing and attesting the corporate seal of said corporation freely and voluntarily under the authority duly vested in her/him by said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 25th day of ~~September~~, 1982.
October

Janette Cooley
Notary Public


My Commission Expires:
Notary Public, Georgia, State at Large
My Commission Expires July 4, 1983

RECORDED & RECORD VERIFIED

Thomas H. Fisher
County Comptroller, Orange Co., Fla.

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM:  Diego "Woody" Rodriguez, General Counsel

DATE: January 22, 2020

SUBJECT: *Agreement to Amend the Indenture (Sprint)*
Project: 528-1240
Location: Adjacent to S.R. 528

BACKGROUND

On July 23, 1984, the Orlando/Orange County Expressway Authority (now "CFX") and GTE Sprint Communications Corporation ("GTE" now "Sprint"), executed an Indenture agreement that was recorded on September 18, 1984 (OR 3555/PG 1801, see meeting materials). The agreement granted to GTE, and Sprint as the successor entity, a 10-foot perpetual easement over certain property owned by CFX to construct, operate, maintain, modify, enlarge, replace, and remove components of a fiber optic cable telecommunications system.

As a result of CFX's multi-party agreement with the City of Orlando, the Greater Aviation Authority and Virgin Trains USA Florida, LLC ("Virgin Trains") to develop an inter-city commercial passenger rail connection between Miami and Orlando with the Orlando terminus located at the Orlando International Airport, the existing location of certain utilities and telecommunications lines will need to be shifted to allow for the construction of the proposed rail.

With the approval of the latest alignment certain carriers will need to be relocated while still maintaining continuity of services for their customers throughout the relocation process. To facilitate that need, the proposed Agreement to Amendment Indenture provides for CFX to provide Sprint with a right of entry while relocating the lines. The parties will then eventually execute an Amendment to the Original Indenture, so that the location of the new easement premises will be a 10-foot strip of land, the centerline of which is the relocated facilities and will release the non-operational portions of the existing system.

Unlike the AT&T agreement, there are no current legal descriptions for the new locations, however, the as-built locations will be recorded to establish the definitive location of the easement. This Agreement to the Original Indenture will allow Sprint to continue providing services in the existing locations until such time as the new services are finalized. Throughout the process, Sprint and their contractors, will be working closely with CFX staff and CFX outside consultants to verify the location of the lines.

Project: 528-1240
Agreement to Amend the Indenture (Sprint)
Page 2 of 2

Costs related to these transactions will be eventually assumed by Virgin Trains but CFX is not receiving any compensation or consideration from Sprint for this relocation. However, the original indenture terms apply including Sprint's obligation to indemnify CFX, as may be necessary.

REQUESTED ACTION

A recommendation by the Right of Way Committee for CFX Board's approval of the attached Agreement to Amendment Indenture.

ATTACHMENTS

- A. Agreement to Amendment Indenture
- B. Original Indenture with Sprint (OR 3555/PG 1801)

AGREEMENT TO AMEND INDENTURE

This Agreement to Amend Indenture (this “Agreement”) is entered into as of _____, 20__ by and between Sprint Communications Company L.P., a Delaware Limited Partnership authorized to do business in the State of Florida (“Sprint”), and Central Florida Expressway Authority, a body politic and corporate and agency of the State of Florida (“CFX”).

RECITALS

A. On July 23, 1984, the Orlando/Orange County Expressway Authority (the “OOCEA”) and GTE Sprint Communications Corporation (“GTE”) entered into an Indenture (the “Indenture”) under which OOCEA granted to GTE a 10-foot perpetual easement (the “Original Easement”) in the right-of-way of the Martin Anderson Bee Line Expressway (the “Right-of-Way”) to construct, operate, maintain, modify, enlarge, replace, and remove components of a fiber optic cable telecommunications system (the “Sprint Facilities”). The Indenture was recorded as Doc. No. 2195737, on September 18, 1984, in Official Records Book 3555, Page 1801, of the Public Records of Orange County, Florida.

B. Sprint is the successor in interest to GTE. CFX is the successor in interest to OOCEA.

C. Under the Indenture, GTE installed the Sprint Facilities and two additional PVC conduits (the “CFX Conduits”). The CFX conduits are owned by CFX.

D. Exhibit A to the Indenture fixes the location of the Original Easement by legal description.

E. Virgin Trains USA Florida LLC, f/k/a Brightline Trains LLC, f/k/a All Aboard Florida – Operations, LLC (“Virgin Trains”) is in the process of building an inter-city passenger rail line between Orlando and Cocoa in the Right-of-Way (the “Rail Project”). The Rail Project conflicts with the Sprint Facilities and with the CFX Conduit in certain locations within the Right-of-Way. Virgin Trains has requested the relocation of the portions of the Sprint Facilities and the CFX Conduit that are in conflict with the Rail Project.

F. Sprint and CFX have agreed to the relocation of the Sprint Facilities and the CFX Conduit requested by Virgin Trains.

G. CFX has approved the construction plans (the “Relocation Plans”) under which some of the Sprint Facilities will be relocated by installing replacement facilities (the “Relocated Facilities”) in a portion of the Right-of-Way outside the Original Easement.

THEREFORE, the Parties agree as follows:

AGREEMENTS

1. CFX hereby grants to Sprint a temporary right of entry under which Sprint is permitted to perform the work described in the Relocation Plans and to locate the Relocated Facilities in the Right-of-Way. This temporary right of entry includes the right to have the work performed through Sprint’s retained contractors and through contractors retained by Virgin Trains.

2. When all of the Relocated Facilities are operational and all of the Sprint Facilities they replace are no longer operating (the “Effective Events”), the Parties shall execute an Amendment to Indenture, in the form of Exhibit 1 to this Agreement (the “Amendment”), under which (a) Exhibit A to the Indenture is amended so that the easement premises (i) include a 10-foot strip of land, the centerline of which is the Relocated Facilities, and (ii) exclude the portions of the Original Easement on which are located the Sprint Facilities that will no longer be operational on the occurrence of the Effective Events (the “Released Easement Premises”); (b) Sprint releases all of its right, title, and interest in the Released Easement Premises; and (c) CFX grants to Sprint the right to abandon in place the Sprint Facilities that are located in the Released Easement Premises.

3. Promptly following the execution of the Amendment, Sprint shall record the Amendment in Orange County and provide to CFX a copy of the recorded version.

4. Except as expressly provided in this Agreement, the terms of the Indenture shall remain in full force and effect.

5. If any part of this Agreement is adjudicated to be invalid, unenforceable or illegal by a court of competent jurisdiction, such adjudication shall not affect or impair in whole or in part, the validity, enforceability or legality of any remaining portions of this Agreement.

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

7. This Agreement may not be modified, amended or supplemented, except in writing duly executed by both parties. No failure or delay in the exercise of any right hereunder, and no course of conduct, shall operate as a waiver of any provision of this Agreement.

8. The persons executing this Agreement represent and warrant that they have proper authority to bind their respective principals.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one agreement.

10. The parties have mutually drafted this Agreement and to the extent there are any ambiguities or uncertainties contained herein, they will not be construed for or against either party hereto as the drafter of this Agreement.

WHEREFORE, the parties have caused this Agreement to be executed by their proper duly authorized officials.

(Signature pages to follow)

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

BY: _____

TITLE: _____

Date: _____

Attest:

**Approved as to form and legal sufficiency
for the reliance of CFX only:**

General Counsel of CFX

**SPRINT COMMUNICATIONS
COMPANY, L.P.**

BY: _____

TITLE: _____

Date: _____

Witnesses for Sprint:

Print Name: _____

Print Name: _____

EXHIBIT 1 TO AGREEMENT TO AMEND INDENTURE

AMENDMENT TO INDENTURE

This Amendment to Indenture (this "Amendment") is entered into as of _____, 20__ by and between Sprint Communications Company L.P., a Delaware Limited Partnership authorized to do business in the State of Florida ("Sprint"), and Central Florida Expressway Authority, a body politic and corporate and agency of the State of Florida ("CFX").

RECITALS

A. On July 23, 1984, the Orlando/Orange County Expressway Authority (the "OOCEA") and GTE Sprint Communications Corporation ("GTE") entered into an Indenture (the "Indenture") under which OOCEA granted to GTE a 10-foot perpetual easement (the "Original Easement") in the right-of-way of the Martin Anderson Bee Line Expressway to construct, operate, maintain, modify, enlarge, replace, and remove components of a fiber optic cable telecommunications system (the "Sprint Facilities"). The Indenture was recorded as Doc. No. 2195737, on September 18, 1984, in Official Records Book 3555, Page 1801, of the Public Records of Orange County, Florida.

B. Sprint is the successor in interest to GTE. CFX is the successor in interest to OOCEA.

C. Exhibit A to the Indenture fixes the location of the Original Easement by legal description.

D. Portions of the Sprint Facilities have been relocated to accommodate the construction of an inter-city passenger rail line by Virgin Trains USA Florida LLC.

THEREFORE, the Parties agree as follows:

AGREEMENTS

1. The Indenture is hereby amended by deleting Exhibit A to the Indenture and substituting in its place Exhibit A-1 to this Amendment. The real property described in Exhibit A-1 to this Amendment is referred to below as the "Relocated Easement Premises".

2. CFX represents and warrants that it owns fee simple title to the Relocated Easement Premises and that the Relocated Easement Premises are not subject to any declaration, covenant, easement, condition, or agreement that would permit any person to interfere with, impede, supersede, or otherwise adversely affect the Sprint Facilities or Sprint's use and enjoyment of the Relocated Easement Premises as contemplated by the Indenture, as amended by this Amendment.

3. Sprint hereby releases all of Sprint's right, title, and interest in that portion of the Original Easement that is not included within the Relocated Easement Premises (the "Released Easement Premises").

4. CFX hereby grants to Sprint the right to abandon in place the Sprint Facilities that are located in the Released Easement Premises.

5. Except as expressly provided in this Amendment, the terms of the Indenture shall remain in full force and effect.

WHEREFORE, the parties have caused this Amendment to be executed by their proper duly authorized officials.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SPRINT COMMUNICATIONS COMPANY, L.P.
BY: _____ TITLE: _____	BY: _____ TITLE: _____
Date: _____	Date: _____
Attest: _____	Witnesses for Sprint: _____
Approved as to form and legal sufficiency for the reliance of CFX only: _____	Print Name: _____ _____
General Counsel of CFX	Print Name: _____

CFX ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this ___ day of _____, 20___, before me, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be who executed this Amendment as _____ on behalf of the Central Florida Expressway Authority and acknowledged to me that he was fully authorized to do so on its behalf.

WITNESS my hand and official seal:

NOTARY PUBLIC

SPRINT ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this ___ day of _____, 20___, before me, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be who executed this Amendment as _____ on behalf of Sprint Communications Company L.P. and acknowledged to me that he was fully authorized to do so on its behalf.

WITNESS my hand and official seal:

NOTARY PUBLIC

4500
p 2

RECORDING REQUESTED BY
GTE SPRINT COMMUNICATIONS CORPORATION

SEP 18 1 35 PM '84

When recorded mail to
GTE SPRINT COMMUNICATIONS CORPORATION
6220 South Orange Blossom Trail
Suite #138
Orlando, Florida 32809

O.R. 3555 PG 1801

INDENTURE

THIS INDENTURE made and entered into this 23rd day of JULY, 1984, by and between the ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate and agency of the State of Florida, hereinafter called "Grantor" and GTE SPRINT COMMUNICATIONS CORPORATION, a corporation licensed to do business in the State of Florida, hereinafter called "Grantee".

W I T N E S S E T H:

WHEREAS, Grantor is owner of certain parcels of real estate and premises located in the County of Orange, State of Florida, upon which and in connection with which it operates a certain highway and appurtenances known as the "Martin Anderson Bee Line Expressway", and

WHEREAS, Grantor, as owner of the real property in connection with said highway, has the full right and power to grant easements upon, through, and across said real property; and

WHEREAS, Grantee desires to secure from Grantor an easement in connection with the installation, maintenance and operation of underground fiber optic cable; and

WHEREAS, Grantor desires to grant and convey unto Grantee an easement for such purposes, upon certain terms and conditions;

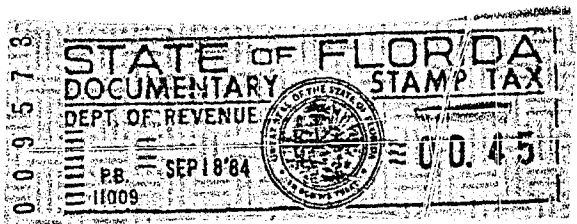
NOW, THEREFORE, in consideration of the premises and covenants herein exchanged, and in consideration of the payment by Grantee to Grantor of the consideration hereinafter specified, the parties do agree as follows:

1. The Grantor does hereby convey unto the Grantee, its successors and assigns, a 10 foot perpetual non-exclusive easement, subject to the reverters hereinafter set forth, for the following purposes, excluding all others, to construct, operate,

GRANTEES ADDRESS: GTE SPRINT
6220 South Orange Blossom Trail
Suite #138
Orlando, Florida 32809

45

(D)



(Case)

maintain, modify, enlarge, replace and remove an underground fiber optic cable through lands of the Grantor on a portion of the Martin Anderson Bee Line Expressway situate in the County of Orange, State of Florida, more particularly described on Exhibit "A" and attached hereto. It is the intent of the Grantor and Grantee that the Grantee will install two 2" I.D. PVC conduit for fiber optic cable for the Grantee's use and two additional 2" I.D. PVC conduit, which shall be the property of the Grantor and which shall become the property of the Grantor upon completion and which may be used by the Grantor in any manner in its sole discretion including, but not limited to, leasing to competitors of the Grantee. The conduit to become the property of the Grantor shall be clearly marked so as to be identifiable from those of the Grantee and shall be equally accessible with those of the Grantee. The right of the Grantee to replace does not include the right to substitute the fiber optic system or any major segment thereof with any different systems unless agreed upon by both the Grantor and Grantee but does relate generally to replacement of equipment and facilities for maintenance purposes and any maintenance, replacement, modification or removal of fiber optic system will be done only in the manner mutually agreed to, in advance, by the Grantor and Grantee.

2. Grantee shall pay Grantor for said easement consideration in the amount of SEVENTY THOUSAND and 00/100 DOLLARS (\$70,000.00), said sum to be paid within ten (10) days of the execution of this Agreement, plus cost of materials and installation of the two additional 2" I.D. PVC pipe which are to become the property of the Grantor.

3. The rights herein granted include (a) the right of ingress and egress to and from the property of Grantor for the installation, maintenance and operation of said fiber optic system, at such points as shall be necessary and desirable provided that the rights as granted shall not apply to vehicles.

Vehicles shall enter and leave only at toll plazas, and (b) except under conditions covered by paragraph 8, relating to changes or improvements in the Martin Anderson Bee Line Expressway right of way, there shall be no structures or encroachments placed or permitted on Grantee's 10 foot easement without the written consent of Grantee. Provided, however, anything contained herein to the contrary notwithstanding, the Grantor shall have the right to ingress and egress and to traverse the easement herein granted and to pave areas of said easement or to permit encroachments or structures thereon which are not inconsistent with the Grantee's use.

4. Special Conditions:

In connection with the construction, operation and maintenance of the said communications system, the Grantee agrees to:

(a) Construct crossings of access roads, fills or areas of embankment, toll plazas and structures to include bridges, box culverts and payment areas in the manner and at such locations as shall be prescribed by the Grantor.

(b) Secure all necessary permits from the respective state, county, railroad, drainage district or other authority. All construction shall be in strict accordance with such permits.

(c) Maintain, including seeding, fertilizing and mulching, all backfill and other area disturbed by construction until they are restored to the condition existing prior to construction and to the satisfaction of the Grantor.

(d) Reimburse Grantor for the costs incurred for maintenance crews doing immediate repair and restoration work on

the Martin Anderson Bee Line Expressway during construction of the fiber optic system.

(e) Furnish traffic control flagmen, warning signs, flares, blinker lights and other safety devices as required by either Grantor or Grantee during construction or maintenance work. The Manual on Traffic Controls and Safe Practices for Street & Highway Construction, Maintenance and Utility Operations - 1978, is to be used as a guideline.

(f) 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.

(g) Release and hold harmless the Grantor from any damage to existing telephone lines or cables, water, electric, sewer or drainage lines or pipe lines which may be encountered or crossed during construction or maintenance of said fiber optic system. Grantee will be notified in advance of any future system/s that might be placed adjacent to or across the easement.

(h) Reimburse Grantor for all costs incurred for one or more inspectors during construction operations or wherever deemed necessary by the Grantor.

(i) Pay tolls for the entrance and exit of all equipment and vehicles of Grantee and its contractors at the prevailing rates.

(j) Pay all lawful taxes due and owing on said fiber optic system.

5. Grantee assumes full responsibility for all injuries to or death of, any persons and for damages to property and for all claims, losses or expense which may in any way arise out of construction, maintenance, relocation, change, existence, use or removal of said communications system if caused by negligence of

Grantee, its employees, agents or contractors, and Grantee shall indemnify and save Grantor harmless from all liens, losses, expenses or claims of any sort, including loss of revenue, which may arise out of or by reason of the exercise of the rights granted herein and shall defend on behalf of the Grantor any suit brought against said Grantor for any such damage, injury or death.

6. 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 the Grantor in the land to be entered upon and used by Grantee, which said right, title and interest is the ownership in fee simple of all of the real property used in connection with said Martin Anderson Bee Line Expressway. The Grantee will, at all times, assume the risk of and indemnify and save harmless Grantor from and against any and all loss, damage, cost or expense, arising in any manner, or growing out of the exercise or attempted exercise by the Grantee of the herein granted rights and privileges, as to any of the lands not owned in fee simple by the Grantor.

7. Upon the failure, neglect or refusal of Grantee, upon notice in writing from the Grantor, to immediately perform any repair work on said Martin Anderson Bee Line Expressway, its access roads, or other improvements, or other property of the Grantor which may be affected by Grantee in the exercise of the rights granted hereunder, the Grantor may undertake and perform such repair work, and upon receipt of bills for such repair work from the Grantor, Grantee shall forthwith reimburse Grantor for such costs reasonably so incurred.

8. In the event that it shall become necessary to rearrange, remove or relocate the fiber optic system and the two

2" I.D. PVC conduit which are the property of the Grantor and which have not been leased by Grantor to anyone other than a governmental entity to accommodate changes or improvements on or to the Martin Anderson Bee Line Expressway and such rearrangements, removals and relocations are reasonably required for such purposes, they will be made by the Grantee at its own expense upon written notice from the Grantor to do so; provided, however, that if the Grantee shall fail to do such work, and within sixty (60) days of receipt of such notice, fails to inform Grantor of its intention to do so and furnish the Grantor with a reasonable schedule for doing such work, the Grantor shall have the right, at its option, to perform said work, at the risk and expense of the Grantee. The provisions of this paragraph are for the exclusive protection of the Grantor, or its successors in title, nearby municipalities and counties in which the Martin Anderson Bee Line Expressway is located and shall not apply to any conflict of the Grantee's facilities with improvements contemplated or requested by other parties. Notices to Grantee shall be sent to GTE SPRINT COMMUNICATIONS CORPORATION, P.O. Box 974, 1 Adrian Court, Burlingame, California 94010, Attention: Network Real Estate. In construing this paragraph, it is the intent of the parties that they will each fully cooperate with the other and that the Grantee shall make such changes and relocations as may be necessary to accomplish Grantor's purposes and further, the Grantor will cooperate with the Grantee to the end that such changes and relocations shall be held to the minimum necessary to accomplish the Grantor's purposes, thereby causing a minimum of disturbance to the Grantee's system.

10. The rights herein granted to the Grantee may only be assigned or transferred in whole or in part to wholly-owned subsidiaries of the Grantee and such assignments shall provide

for the termination should the assignee cease to be a wholly-owned subsidiary of the Grantee and provided further that such assignment or transfer shall not relieve the new owner or Grantee of any of the duties, obligations or liabilities imposed upon the Grantee by this instrument.

11. Grantee will, if requested in writing by Grantor, file with the Grantor and its Trustee, copies of all contractor's performance bonds affecting any work or service in connection with the construction of the fiber optic system within the easement herein conveyed.

12. The work of constructing and installing the fiber optic system upon and within the easement hereby granted, shall be carried out within a construction period of six (6) months to commence at a date to be agreed upon by the Grantor and the Grantee, unless said construction is modified or extended by mutual agreement of the Grantor and the Grantee.

(a) For the purpose of this Agreement, the construction of said communications system shall be considered complete when the trench has been backfilled and the grading and seeding (restoration) work completed as specified in paragraph 4(c), and all incidental cleanup work has been completed.

13. All rights of the 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 the Orlando/Orange County Expressway Authority 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 the Orlando/Orange County Expressway Authority 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.

14. The Grantee herein agrees that it will, if called upon, execute such papers or documents as are necessary to effect such subordination in connection with any past or future trust indentures of the Orlando/Orange County Expressway Authority.

15. The term of this easement shall be subject to the conditions hereinbefore set forth.

16. This easement will revert to the Grantor on the occurrence of any of the following occurrences:

- (a) Failure of the Grantee or its assigns to comply with any of the terms of this Agreement, after receiving fifteen (15) days written notice by the Grantor of non-compliance.
- (b) Abandonment by the Grantee or its assignee.
- (c) Attempted involuntary encumbrance, (whether by judgment, attachment or other form attempted by third-party imposition) or, in the event of

filing of bankruptcy, arrangement for creditors, or any other form of insolvency proceeding - state or federal - (voluntary or involuntary).

17. Time shall be of the essence in the Indenture.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year above written.

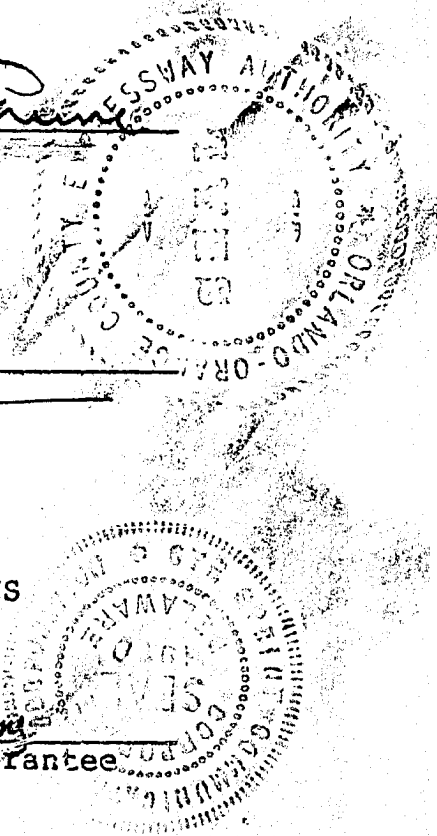
Signed, sealed and delivered in the presence of:

ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY

[Handwritten signatures]

By: James P. [Handwritten]
Chairman

ATTEST: [Handwritten Signature]
Secretary-Treasurer



GTE SPRINT COMMUNICATIONS CORPORATION

Ronald C. [Handwritten]
Howard L. [Handwritten]

By: D. Spaulding VP Engineering
Grantee

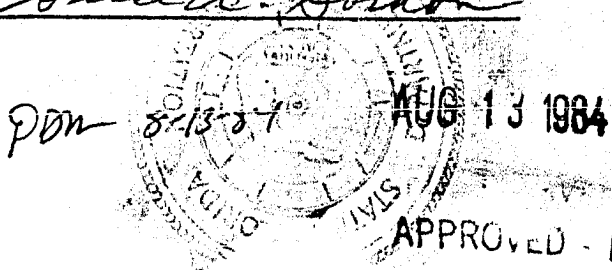
ATTEST:

[Handwritten Signature]
ASSISTANT SECRETARY

APPROVED BY:

DEPARTMENT OF TRANSPORTATION OF THE STATE OF FLORIDA

By: [Handwritten Signature]



APPROVED AS TO FORM, LEGALITY
FLORIDA DEPARTMENT OF TRANSPORTATION

APPROVED - FISCAL

DW 8/13/84

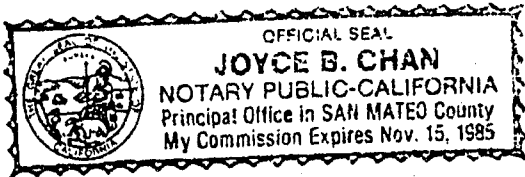
ATTORNEY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared D. SPALDON and J.E. GUZMAN JR. well known to me to be the VICE PRESIDENT and ASSISTANT SECRETARY, respectively, of G.T.E. SPRINT COMMUNICATIONS CORPORATION, a Delaware Corporation, and that they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11TH day of JULY 1984.

Joyce B. Chan
Notary Public

My Commission Expires: 11-15-85



GTE/SPRINT EASEMENTEXHIBIT "A"

A ten foot easement lying 5 feet left and 5 feet right of the following described centerline:

1. Beginning at a point 67 feet south of the centerline of the Bee Line Expressway and its intersection with SR-15 at the northeast corner of Section 36, Township 23 South, Range 30 East, in Orange County, Florida; thence in an easterly direction parallel with and 67 feet south of the centerline of the said Bee Line Expressway, a distance of 91,220 feet, more or less to a point 67 feet south of the intersection of the said Bee Line Expressway and SR-520 at the northeast corner of Section 35, Township 23 South, Range 33 East, in Orange County, Florida. At points where obstructions, topography or other considerations may require location of Grantee's communications system elsewhere than on the easement as described, it shall be placed in such locations as shall be agreed upon between the Grantor and Grantee.
2. At completion of installation, an "As Built" set of drawings (mylar/sepia) showing distance of cables from right-of-way, location of pull boxes and bridge attachments will be submitted to the Orlando-Orange County Expressway Authority for future reference.
3. The 2" PVC conduits will be color coded as to ownership and have metal tape attached for detection.


RECORDED & RECORD VERIFIED

Thomas H. Miller

County Comptroller, Orange Co., Fla.

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM:  Diego "Woody" Rodriguez, General Counsel

DATE: January 22, 2020

SUBJECT: *Central Florida Expressway Authority v. Cynthia J. and Robert S. Henderson, as Trustees, et al.*
Case No. 2013-CA-014398-O, Project: 429-202, Parcels 112 (Parts A & B), 712
Location: 1430 Plymouth Sorrento Road, Apopka, Florida
Date of Taking: February 19, 2014

BACKGROUND

Litigation regarding CFX and the Hendersons was a result of the Wekiva Parkway project and has been ongoing for some time. The only outstanding issue was the resolution of the amount of fees for one expert, Juris Corp., used by owner's counsel, Tom Callan. The initial deposit was in the amount of \$385,700. CFX paid \$854,825, inclusive of attorney's fees but excluding supplemental attorney's fees, expert fees and costs. Those amount of all other experts combined were settled for \$173,243 with an additional \$24,966.92 paid for supplemental attorney's fees.

The initial Juris invoice was in the amount of \$63,142.50. Attorney Linda Brehmer Lanosa, on behalf of CFX, was negotiating this matter prior to her departure. After negotiations to reduce the amount were unsuccessful, the Right of Way Committee voted on January 24, 2018 to proceed to a fee hearing. The fee hearing was held in March 2018 but was continued by Judge Rene Roche. Preparations and expenses for the hearing could be assessed to CFX as neither party was deemed to be the cause for the continuation.

The fee hearing was continued to October 2018 and as of September 21, 2018, owner's counsel was claiming supplemental fees and costs and the invoice amounts of over \$105,000. He offered to settle with a 33% reduction or about \$70,000. The offer was apparently rejected by CFX and the fee hearing was again continued, this time at owner's attorney's request and with a new judge.

In August 2019, Attorney Brehmer Lanosa attempted to negotiate the expert fees and supplemental attorney's fees. The offer of \$70,000 was rejected and a new offer of \$89,000 was provided by owner's counsel. Attorney Brehmer Lanosa believed a fair amount for the Juris fees would be around \$33,000 plus counsel's supplemental attorney's fees. Owner's counsel wanted \$47,000 plus supplemental fees. As no global number could be reached, the matter was set for hearing for December 3, 2019 before Judge Chad Alvaro.

Upon Attorney Brehmer Lanosa's departure, General Counsel reviewed the file and resumed negotiations. Initially outside counsel, Shutts & Bowen, was contacted to assist with representation in the upcoming December 2019 fee hearing.

Project: 429-205, Parcel 112 (part A&B);712
Case No:2013-CA-014398-O
Settlement Agreement for Expert Fees and
Cost of Juris Corporation and Supplemental
Attorneys' Fees and Costs
Page 2 of 2

Preparation and attendance at the hearing was projected at 20-30 hours with the use of a litigation attorney from one of the firm's South Florida offices. Given travel and the amount of prior testimony, including depositions taken, those hourly estimates were readjusted to 30-40 hours. Projected costs of the use of outside counsel was expected to be in the \$7,500 to \$10,000 range.

In addition, as part of due diligence, General Counsel requested additional settlements in which Juris and Shutts & Bowen attorneys had resolved to determine the reasonableness of the fees. Parcel 311 was in Lake County with attorney Raymer Maguire and Parcel 242 was in Orange County with attorney Tom Callan.

For Parcel 311, the requested amount of Juris fees was \$32,540 and the amount of supplemental fees was \$7,950 for a demand of \$40,490. That matter was settled for \$32,500 or about 80% of the requested value.

For Parcel 242, the requested amount of Juris fees was \$41,375 and the amount of supplemental fees was \$15,196 for a demand of \$56,571. That matter was settled for \$36,000 or about 64% of the requested value.

At the time of negotiations, the latest offer presented to CFX was for \$47,000 for Juris' invoices and over \$42,000 in supplemental attorney's fees for a ballpark figure of \$89,000. Initial offer was for \$78,000 all inclusive. After further negotiations, parties reached a tentative agreement of \$56,000 inclusive of all supplemental fees and costs, subject to CFX Board approval. The amount represents 63% of the requested compensation based on the \$89,000 settlement offer in August 2019 and 53% of the requested value when compared to the \$105,000 figure from October 2018. By avoiding the fee hearing CFX also avoids the additional expense to CFX of \$7,500 or more in defense costs.

The amount of the settlement has been reviewed by General Counsel who also consulted with former counsel Brehmer Lanosa and the amount is determined to be a good settlement to resolve this matter and avoid any uncertainty future litigation may yield.

REQUESTED ACTION

A recommendation by the Right of Way Committee for CFX Board's approval of the attached Proposed Order on Expert Fees and Costs as to Juris.

ATTACHMENTS

A. Motion and Order on Expert Fees and Costs as to Juris

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,

CASE NO. 2013-CA-14398-O

v.

Division 39

CYNTHIA J. HENDERSON and ROBERT S.
HENDERSON, as Trustees under the provisions
of a certain Trust Agreement, dated October 25,
2006, and known as the Cynthia J. Henderson
Revocable Trust; et al.;

Parcel: 112 (Parts A & B), 712

Respondents.

JOINT MOTION FOR STIPULATED ORDER
AWARDING EXPERT FEES AND COSTS OF JURIS CORP.
AND SUPPLEMENTAL ATTORNEYS' FEES AND COSTS
AS TO PARCELS 112 (PARTS A & B) AND 712

Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY, and Respondents,
CYNTHIA J. HENDERSON and ROBERT S. HENDERSON, as Trustees under the provisions
of a certain Trust Agreement, dated October 25, 2006, and known as the Cynthia J. Henderson
Revocable Trust, by and through their undersigned counsel, respectfully move for entry of the
attached Stipulated Order Awarding Expert Fees and Costs and Supplemental Attorneys' Fees of
Juris Corp. and Supplemental Attorney's Fees and Costs as to Parcels 112 (Parts A & B) and 712.
The undersigned are authorized to enter into this Motion.

DIEGO "WOODY" RODRIGUEZ, ESQ.

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General Counsel for Petitioner

mrichmond@callanlaw.com
efilings.clfpa@gmail.com
efilings@callanlaw.com
Attorney for Respondent,

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that, pursuant to Florida Rule of Judicial Administration 2.516, the foregoing was filed with the Clerk of the Court this _____ day of February, 2020, by using the Florida Courts E-Filing Portal System. Accordingly, a copy of the foregoing is being served on this day to all attorneys or interested parties identified on the e-Portal Electronic Service List, via transmission of Notices of Electronic Filing generated by the e-Portal System and listed in **Schedule A** below.

/s Diego "Woody" Rodriguez

Diego "WOODY" RODRIGUEZ, ESQ.

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General Counsel for Petitioner

SCHEDULE A

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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,

CASE NO. 2013-CA-014398-O

v.

Division 39

CYNTHIA J. HENDERSON and ROBERT S.
HENDERSON, as Trustees under the provisions
of a certain Trust Agreement, dated October 25,
2006, and known as the Cynthia J. Henderson
Revocable Trust; et al.;

Parcel: 112 (Parts A & B), 712

Respondents.

STIPULATED ORDER AWARDING
EXPERT FEES AND COSTS OF JURIS CORP.
AND SUPPLEMENTAL ATTORNEYS' FEES AND COSTS
AS TO PARCELS 112 (PART A & B) AND 712

THIS CAUSE having come on for consideration upon the Joint Motion for Stipulated Order Awarding Experts' Fees and Costs of Juris Corp. and Supplemental Attorneys' Fees and Costs as to Parcels 112 (Parts A & B) and 712 by Petitioner, **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** ("Petitioner" or "CFX"), and **RESPONDENTS, CYNTHIA J. HENDERSON and ROBERT S. HENDERSON, as Trustees under the provisions of a certain Trust Agreement, dated October 25, 2006, and known as the Cynthia J. Henderson Revocable Trust** ("Respondents" or "Hendersons"). The Court has reviewed the file, heard argument of counsel, and is duly advised in the premises. Accordingly, this Court finds that the parties reached an agreement as to the expert fees and costs and supplemental attorney's fees and costs as set forth below. Therefore, it is

ORDERED AND ADJUDGED that the Joint Motion for Stipulated Order Awarding Experts' Fees and Costs of Juris Corp. and Supplemental Attorneys' Fees and Costs as to Parcels 112 (Parts A & B) and 712 shall be and is hereby **GRANTED** as follows:

1. Respondents shall have and recover from Petitioner, Central Florida Expressway Authority, the sum of FIFTY SIX THOUSAND AND NO/100 DOLLARS (\$56,000.00), in full payment, settlement, and satisfaction of any and all of the expert fees and costs for Parcel 112, including any supplemental attorneys' fees and costs of the Callan Law Firm, P.A. incurred on behalf of Respondents in this matter.

2. That within thirty (30) days of receipt by Petitioner of a certified copy of this Order, Petitioner shall issue a check in the sum of **FIFTY SIX THOUSAND AND NO/100 DOLLARS (\$56,000.00)**, made payable to "Callan Law Firm, P.A., Trust Account," and shall deliver said check by U.S. Mail to Thomas P. Callan, Esq., Callan Law Firm, P.A., 921 Bradshaw Terrace, Orlando, Florida 32806 as payment in full for all experts' fees and costs and supplemental attorneys' fees and costs for Respondents for proper disbursement of the same.

3. Upon Petitioner's payment of the above-referenced sum, Respondents shall not make nor be entitled to any further claims for experts' fees, experts' costs, attorney's fees, or costs pertaining to the taking of Parcels 112 (Parts A & B) and 712 and any supplemental attorneys' fees that may be incurred in connection with any required fee hearing.

4. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 242, severance damages, business damages, tort damages, interest, statutory attorney's fees, supplemental attorneys' fees, attorney's costs, expert fees, expert costs, and any other claims that may have been raised in connection with this matter.

5. Respondents' counsel shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary.

DONE AND ORDERED in Chambers at Orlando, Orange County, Florida, this _____ day of _____, 2020.

CHAD K. ALVARO
Circuit Judge

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that the foregoing was filed with the Clerk of the Court this _____ day of _____, 2020, by using the Florida Courts E-Filing Portal System. Accordingly, a copy of the foregoing is being served on this day to all attorneys/ interested parties identified on the e-Portal Electronic Service List, via transmission of Notices of Electronic Filing generated by the e-Portal System.

Judicial Assistant/Attorney/Paralegal