

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
RIGHT-OF-WAY COMMITTEE MEETING
February 24, 2021
2:00 p.m.

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

A. CALL TO ORDER

B. PUBLIC COMMENT

Pursuant to Section 286.0114, Florida Statutes and CFX Rule 1-1.011, the Right-of-Way Committee provides for an opportunity for public comment at the beginning of each regular meeting. The Public may address the Committee on any matter of public interest under the Committee's authority and jurisdiction, regardless of whether the matter is on the Committee's agenda but excluding pending procurement issues. Each speaker shall be limited to 3 minutes. The Public may also submit written comments in advance of the meeting to be read into the record except that if the comments exceed 3 minutes in length, when read, they will only be attached as part of the minutes.

C. APPROVAL OF JANUARY 26, 2021 RIGHT-OF-WAY COMMITTEE MEETING MINUTES (Action Item)

D. AGENDA ITEMS

1. LICENSE AGREEMENT (HELIPAD OBSTRUCTION LIGHTING) BETWEEN ORLANDO HEALTH, INC AND THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, PROJECT: STATE ROAD 417-302, PARCEL 102

Laura N. Kelly, Associate General Counsel (Action Item)

2. BRIGHTLINE AMENDMENT TO CFX RAIL EASEMENT BETWEEN BRIGHTLINE TRAINS FLORIDA, LLC., AND THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, PROJECT: 528-1240: STATE ROAD 528, PORTION OF PARCEL 100

Laura N. Kelly, Associate General Counsel (Action Item)

3. PRESENTATION ON THE POINCIANA PARKWAY, PROJECTS: 538-234, 538-235 and 538-A AND LAKE-ORANGE CONNECTOR PROJECT: 599-225

Glenn Pressimone, Chief of Infrastructure (Informational Item)

E. OTHER BUSINESS

(CONTINUED ON PAGE 2)

F. 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, they will need a record of the proceedings, and that, for such purpose, they 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.

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5316 or by email at Iranetta.Dennis@cfxway.com at least three (3) business days prior to the event.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodations to participate in this proceeding, then they should contact the Central Florida Expressway Authority at (407) 690-5000 no later than two (2) business days prior to the proceeding.

Please note that participants attending meetings held at the CFX Headquarters Building are subject to certain limitations and restrictions in order to adhere to the CDC guidelines and to ensure the safety and welfare of the public.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY Right of Way Committee January 20, 2021

Committee Members Present:

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

Committee Member Not Present:

Christopher Murvin, Citizen Representative
John Denninghoff, Brevard County Representative

CFX Staff Present:

Laura Kelley, Executive Director
Diego "Woody" Rodriguez, General Counsel
Glenn Pressimone, Chief of Infrastructure
Laura Newlin Kelly, Associate General Counsel
Mala Iley, Recording Secretary

Item 1: CALL TO ORDER

The meeting was called to order at 2:02 p.m. by Chairman Todd Hudson. Recording Secretary Mala Iley called the roll and announced there was a quorum.

Item 2: PUBLIC COMMENT

There was no public comment.

Item 3: APPROVAL OF AUGUST 22, 2020 MEETINGS MINUTES

A motion was made by ROW Committee Member Botts and seconded by ROW Committee Member Jerji to approve the August 22, 2020 Right of Way Committee meeting minutes as presented.

Vote: The motion carried unanimously with five (5) members present and voting AYE by roll call vote.

Item 4: FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY FOR THE CONSTRUCTION AND OPERATION OF THE WEKIVA PARKWAY, PROJECT: WEKIVA PARKWAY, PARCEL: SECTION 4A

Associate General Counsel Kelly requested the Committee's recommendation for Board's approval of the First Amendment between CFX and FDOT.

Associate General Counsel Kelly provided the Committee with a brief history on the project. The First Amendment to Interlocal Agreement between FDOT and CFX for the construction and operation of the Wekiva Parkway ("First Amendment") will amend the terms of the Interlocal Agreement to clarify that 4A Joint Pond shall provide for the stormwater drainage from an adjacent trail as well as the Wekiva Parkway.

The First Amendment will also clarify that CFX will be the fee simple owner of the 4A Joint Pond.

A motion was made by ROW Committee Member Sheahan and seconded by ROW Committee Member Babcock to recommend to the Board approval of the First Amendment Between CFX and FDOT in a form substantially similar to the attached agreement, subject to receipt of an updated certificate from the GEC when the final location of the easement area is determined and any minor or clerical modifications or revisions approved by GEC and any minor or clerical revisions approved by the General Counsel or designee.

Vote: The motion carried unanimously with five (5) members present and voting AYE by roll call vote.

Item 5: Amendment and Restatement of Easement and Partial Release of Easement between Duke Energy Florida, LLC ("Duke") and the Central Florida Expressway Authority ("CFX") Project: 528-1240; State Road 528 Portions of Parcel 41-804

Associate General Counsel Kelly requested the Committee's recommendation for Board's approval of the Amendment and Restatement of Easement and the Partial Release of Easement between Duke and CFX.

Associate General Counsel Kelly provided the Committee with a brief history on the project. The proposed Amendment and Restatement of Easement will relocate the utility easement area to a more suitable area outside of the impacts of the proposed rail line. In order to ensure continuity of services for the impacted utility customers, the Original Easement will remain in place until the new utility facilities are completed and the existing utility facilities are removed.

A motion was made by ROW Committee Member Babcock and seconded by ROW Committee Member Jerji to recommend to the Board approval of the (1) Amendment and Restatement of Easement and (2) Partial Release of Easement, both between CFX and Duke in a form substantially similar to the attached Amended Easement and Partial Release, subject to any minor or clerical revisions approved

by the General Counsel or designee, or any revisions to the legal descriptions or exhibits as approved by CFX's General Engineering Consultant.

Vote: The motion carried unanimously with five (5) members present and voting AYE by roll call vote.

Item 6: Property Exchange Agreement and Resolution Declaring Surplus Property between Avatar Properties Inc. ("Avatar") and the Central Florida Expressway Authority, Project: 538-232; State Road 538 Parcels: 538-100 A, 538-100 B and 538-100 C

Associate General Counsel Kelly requested the Committee's recommendation for Board's approval of the Resolution Declaring Property as Surplus Property Available for Sale, Authorizing the Transfer of Surplus Property with Avatar and CFX.

Associate General Counsel Kelly provided the Committee with a brief history on the project. Avatar and CFX desire to enter into the proposed Property Exchange Agreement to clarify certain terms of the Development Agreement related to Avatar and CFX's obligations only, and to otherwise effectuate the transfers anticipated to occur in accordance with the terms of the Development Agreement.

Avatar has agreed to convey to CFX fee simple interest in the drainage ponds for Poinciana Parkway, subject to a drainage easement for joint use and expansion of the Drainage Ponds by a governmental entity. Avatar will also deliver to Osceola County a special warranty deed for the right of way parcel known as RW-1.

As consideration for the conveyance of the drainage ponds and RW-1, CFX will convey the Surplus Property to the Avatar. A waiver of the prohibition on longitudinal lines was also requested to allow Avatar to place longitudinal utility lines in RW-1 upon conveyance of RW-1 to CFX from Osceola County.

Committee members asked questions which were answered by Associate General Counsel Kelly.

A motion was made by ROW Committee Member Botts and seconded by ROW Committee Member Hudson to recommend to the Board approval of the Resolution Declaring Property as Surplus Property Available for Sale, Authorizing the Transfer of Surplus Property with Avatar and Waiver of Section 5-8.04(3) for Longitudinal Lines, and the Approval of the Property Exchange Agreement with CFX and Avatar in a form substantially similar to the attached Agreement, subject to the following: (1) separate notice to the local government in which the Surplus Property is located is not required; (2) waiver of the requirement for an appraisal pursuant to Section 5-4.03 and 5-6.05 and disposition procedures pursuant to 5-6.04; (3) receipt of an updated GEC Certificate from the General Engineering Consultant when the final location of the Surplus Property is determined; (4) approval of the legal descriptions by CFX's General Engineering Consultant; (5) approval of the exhibits to the Agreement by CFX's Chief of Infrastructure, and (6) any minor or clerical revisions approved by the General Counsel or designee.

Vote: The motion carried unanimously with five (5) members present and voting AYE by roll call vote.

Item 7: Easement and Maintenance Agreement between City of Orlando ("City") and the Central Florida Expressway Authority ("CFX") Project: State Road 408 Parcels: 3-286, 3-290 and 253A-700

Associate General Counsel Kelly requested the Committee's recommendation for Board's approval of the Easement and Maintenance Agreement between the City and CFX.

Associate General Counsel Kelly provided the Committee with a brief history on the project. City has requested an easement over a portion of the CFX Parcels for the purpose of designing, constructing, operating, repairing and replacing a multi-purpose recreational trail. The City will be responsible for the maintenance, repair and replacement the path and public art constructed by the City in the easement area. City will, at no cost or expense to CFX, design, permit, and construct a public art display, sculpture, exhibit, installation, or site-integrated aesthetic work recognizing and commemorating the partnership between CFX and the City.

Committee members asked questions which were answered by General Counsel, Woody Rodriguez and Associate General Counsel Kelly.

A motion was made by ROW Committee Member Sheahan and seconded by ROW Committee Member Jerji to recommend to the Board approval of the Agreement Between CFX and City in a form substantially similar to the attached Agreement, subject to receipt of an updated certificate from the GEC when the final location of the Easement Area is determined and the exhibits are finalized, and any minor or clerical modifications or revisions approved by the GEC, General Counsel or designee.

Vote: The motion carried unanimously with five (5) members present and voting AYE by roll call vote.

Item 8: OTHER BUSINESS

Chairman Hudson advised the Committee that next Right of Way Committee Meeting is scheduled for Wednesday, February 24, 2021 at 2:00 p.m.

Item 9: ADJOURNMENT

Chairman Hudson adjourned the meeting at approximately 2:28 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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Right-of-Way Committee Members

FROM: Laura Newlin Kelly, Associate General Counsel *Laura N. Kelly*

DATE: February 15, 2021

RE: License Agreement (Helipad Obstruction Lighting) Between Orlando Health, Inc. and the Central Florida Expressway Authority
Project: 417-302; State Road 417
Portions of Parcel 102

BACKGROUND

Orlando Health, Inc. (“Orlando Health”) is installing a private heliport for emergency room air ambulance use for its hospital located on property adjacent to State Road (“S.R.”) 417. The primary approach and departure path is located directly over S.R. 417 as depicted on the map attached hereto as **Attachment “A”** (“Map”). As a condition of Orlando Health’s permit from the Federal Aviation Authority, Orlando Health is required to install obstruction marking lights on light poles and infrastructure within the limited access right-of-way of SR 417, as depicted on the Map.

Orlando Health has requested a license from CFX for the installation of the obstruction marking lights on light poles and infrastructure within S.R. 417. CFX staff has reviewed the request and is agreeable to granting Orlando Health a license subject to the terms and conditions of the draft License Agreement (Helipad Obstruction Lighting) is attached hereto as **Attachment “B”** (“License Agreement”).

Pursuant to CFX’s Property Acquisition, Disposition & Permitting Procedures Manual, CFX staff and CFX’s General Engineering Consultant have examined the License Agreement and determined that the granting of the License Agreement will not (1) impede or restrict the operation of the Expressway System; (2) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System; or (3) otherwise impair traffic operations or public safety. A copy of the certification is attached hereto as **Attachment “C”**.

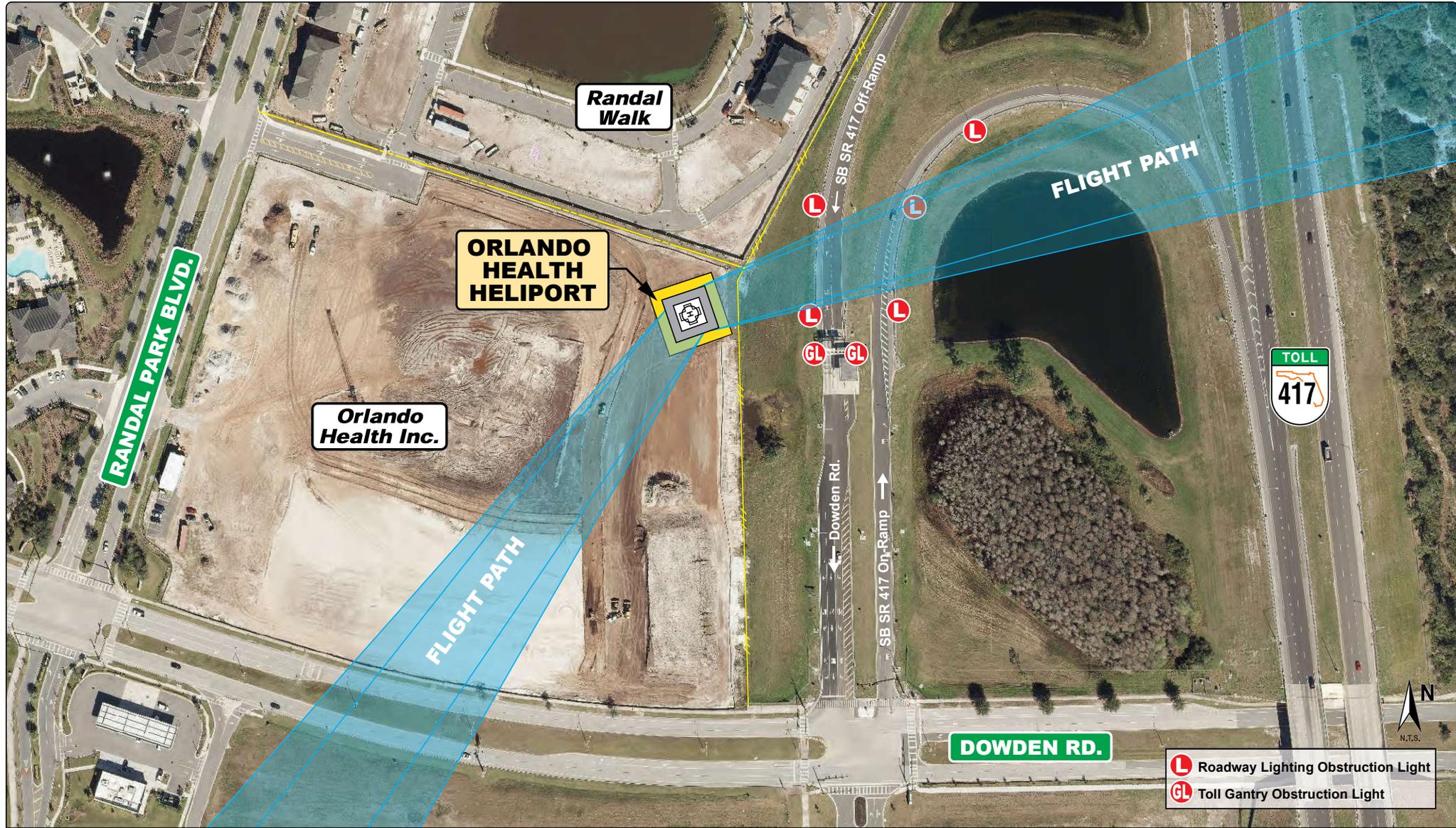
REQUEST

A recommendation by the Right-of-Way Committee for CFX Board's approval of the License Agreement (Helipad Obstruction Lighting) in a form substantially similar to the attached License Agreement, subject to any minor or clerical revisions approved by the General Counsel or designee, or any revisions to the legal descriptions or exhibits as approved by CFX's General Engineering Consultant.

ATTACHMENTS

- A. Map of Approach Path
- B. License Agreement (Helipad Obstruction Lighting)
- C. Certificate from CFX's General Engineering Consultant

ATTACHMENT "A"



Orlando Health Heliport

ATTACHMENT "B"

This Instrument prepared by:
Christopher J. Wilson, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, Florida 32814

LICENSE
AGREEMENT
(Helipad Obstruction Lighting)

THIS LICENSE AGREEMENT ("License"), made and entered into this ____ day of _____ 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body public and corporate, an agency of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX" or "LICENSOR"), hereinafter called the LICENSOR, and ORLANDO HEALTH, INC., a Florida not-for-profit corporation, whose address is 1414 Kuhl Avenue, MP 71, Orlando, FL 32806, hereinafter called the LICENSEE. CFX and LICENSEE shall be collectively referred to herein as the "Parties".

WITNESSETH:

- A. WHEREAS, CFX controls the following-described property, which is situated in the County of Orange and State of Florida: SEE ATTACHED EXHIBIT "A" ("SR 417"); and
- B. WHEREAS, CFX is obligated to operate the Central Florida Expressway Systems within the geographical boundaries of Orange, Seminole, Lake and Osceola Counties; and
- C. WHEREAS, LICENSEE is developing a hospital located on the property adjacent to SR 417, more particularly described on EXHIBIT "B"; and
- D. WHEREAS, as part of the LICENSEE'S development, it is installing a private heliport for air ambulance use associated with its Emergency Department as shown on the attached

Exhibit "C" (the "Heliport"); and

E. WHEREAS, LICENSEE'S Heliport license is to be issued from the State of Florida pursuant to §330, Fla. Stat., et. seq., and has the primary approach/departure path directly over the SR 417; and

F. WHEREAS, as a condition of LICENSEE'S permit and to comply with Federal Aviation Administration ("FAA") regulations, LICENSEE is to place obstruction marking lights on light poles and infrastructure within the limited access right-of-way of SR 417 in an area more particularly described on Exhibit "D" (the "OML AREA"); and

G. WHEREAS, the Parties desire to enter into this License to coordinate (1) obstruction lighting on facilities and light poles within the SR 417 limited access right-of-way; (2) near term coordination relating to the All Electronic Tolling ("AET") gantry; and (3) long term coordination between CFX and LICENSEE on the heliport operation's impact on SR 417 future development and operations.

NOW, THEREFORE, for and in consideration of the mutual benefits hereunder, and of the mutual covenants and conditions contained herein, the LICENSOR and LICENSEE agree as follows:

The Parties hereto agree as follows:

I. OBSTRUCTION MARKING LIGHTING.

1. LICENSOR does hereby grant to LICENSEE over, under and upon that certain license area shown on said drawing and designated thereon as the "OML AREA", the non-exclusive right, privilege and license to (1) construct, locate, operate, inspect, maintain, repair and remove obstruction marking lights within said OML Area, as designated on the drawing attached hereto, including, without limitation, the installation of any electrical conduit reasonably necessary to

support said obstruction marking lights (“Facilities”), and (2) exercise the right of ingress and egress to, over and/or under said lands described in EXHIBIT “D” hereinabove, as reasonably necessary for the purpose of exercising the rights and privileges herein granted, subject to terms, conditions and limitations contained herein.

2. LICENSEE shall have the right, at its sole cost and expense, to construct, locate, lay, operate, inspect, maintain, repair and remove said Facilities, together with the rights and privileges necessary for the full use and enjoyment thereof. Any portion of the Facilities required to be located underground shall be located at a depth of no less than three feet (3’) and no more than ten feet (10’) below the existing surface level within the OML AREA and designated on the drawing. There shall be no cameras installed within the OML AREA. Except as otherwise agreed to in writing by LICENSOR, construction and maintenance, other than emergency maintenance, shall occur in the overnight hours, between 11:00 p.m. – 5:00 a.m. in order to limit impacts to traffic on SR 417. LICENSEE shall prepare a Maintenance of Traffic (“MOT”) plan for its construction of the Facilities and during any maintenance events. The MOT shall be provided to the LICENSOR for coordination, review approval, and comment at least fourteen (14) days prior to its planned implementation. Within thirty (30) days of completion of initial construction and any maintenance that changes the location of the Facilities, LICENSEE shall provide CFX with as-built plans depicting the Facilities. LICENSEE, at its sole cost and expense, shall restore to the reasonable satisfaction of CFX all damages to CFX’s property and improvements that are caused by LICENSEE in the exercise of any of the rights and privileges hereby granted. LICENSEE agrees, understands and acknowledges that CFX makes no representations or warranties as to the suitability of the OML Area, or any of the facilities or structures within the OML Area or SR 417, for LICENSEE’s construction, installation, maintenance or operation of the Facilities, and as such,

LICENSEE understands and agrees that LICENSEE shall, at its sole cost and expense, be required to make any improvements or alterations, as approved by CFX in writing, to the OML Area or facilities or structures therein, reasonably necessary for the use of the OML Area for the purpose set forth in this License.

3. LICENSEE hereby agrees that it will indemnify, defend and hold completely harmless CFX and the members (including, without limitation, members of CFX's Board, and members of the citizens advisory committees of each), officers, employees and agents of each from any and all suits, actions, judgments, and reasonable attorneys' fees, cost and expenses (at trial and all appellate levels) arising from any suits, actions, or claims of any character, type, or description brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the acts or omissions of LICENSEE or its agents, employees, licensees, or invitees in connection with the license granted hereunder.

LICENSEE shall promptly repair any damage to the OML AREA or any other property or infrastructure not owned by LICENSEE, caused by LICENSEE exercising its rights under this License, including, without limitation, landscaping, ground cover, planting, roadways, driveways, sidewalks, parking areas and structures (collectively, "Damaged Property"). In the event that LICENSEE, its employees, agents or contractors cause damage to the OML AREA, or any other property not owned by LICENSEE, in the exercise of the privileges granted herein, LICENSEE agrees to restore said Damaged Property to its original condition and grade to the reasonable satisfaction of LICENSOR.

4. All work performed within the OML AREA under the License granted herein by LICENSEE or LICENSEE's employees, agents, engineers, contractors and other representatives

shall be at the sole risk and expense of the party performing such work and LICENSOR shall not have any liability for any injuries or damages sustained. Except as otherwise waived by CFX in writing, the party performing such work (the "Applicant") shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the activities of the Applicant and those of any and all subcontractors (including officers, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX. Compliance with the insurance requirements below shall not relieve or limit the Applicant's liabilities and obligations under this Permit. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance or endorsement evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

The Applicant shall require all insurance policies in any way related to work performed within the OML AREA to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The Applicant shall require subcontractors, by appropriate written agreements, to include similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the Applicant agrees to notify the insurer and obtain an endorsement for a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. **All insurance coverage required of the Applicant shall be primary over any insurance or self-insurance**

program carried by CFX.

The Applicant, at Applicant's expense, shall provide evidence of all required coverages by providing CFX a certificate of insurance and any applicable endorsements, setting out the current limits of its Commercial General Liability, Business Automotive Liability, and Worker's Compensation Coverage insurances. Unless otherwise waived in writing by CFX, the Applicant shall provide the following coverages:

Commercial General Liability: Shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. CFX shall be listed as an additional insured utilizing an endorsement Form. The policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Applicant, and its employees, contractors, agents and sub-contractors.

Business Automobile Liability: Shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the Applicant does not own automobiles, the Applicant shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. CFX shall be listed as an additional insured utilizing an endorsement Form. The policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Applicant, and its employees, contractors, agents and sub-contractors.

Workers' Compensation Coverage: Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's

Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 minimum policy coverage by disease. The policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Applicant, and its employees, contractors, agents and sub-contractors.

No later than thirty (30) days prior to the expiration of the Certificate of Insurance, the Applicant shall provide LICENSOR with a renewed Certificate of Insurance.

Notwithstanding the foregoing, CFX acknowledges that LICENSEE is self-insured, however, LICENSEE agrees that it shall be required to provide LICENSOR copies of its current self-insurance program upon execution of this License and within thirty (30) days of any material changes to the self-insurance program during the term of this License.

5. All of the rights and privileges granted hereby shall be and remain in effect in perpetuity unless LICENSOR shall permanently discontinue the use of the Facilities or unless LICENSEE shall abandon the use of said Facilities, in which event, the LICENSEE may continue the use of said license rights and privileges for any reasonable period of time thereafter for the purpose of removal by the LICENSEE of the Facilities. In the event LICENSOR determines in its sole and absolute discretion that the Facilities interfere with, impede or obstruct LICENSOR's ability ensure safe travel on SR 417, including, without limitation, by (a) creating a hazard to the public, (b) affecting the integrity of the LICENSOR's structure, expressway or facilities; (c) unreasonably hinders inspection and maintenance operations of the Licensor's structure, expressway, or facility; (d) alters the aesthetics of LICENSOR's structures, expressways, or facilities placed in aesthetically sensitive environments; (e) damages any LICENSOR's structure's reinforcement or stressing ducts or strands; (f) attaches to LICENSOR's bridge girders; (g) resides inside one of LICENSOR's box girder; (h) lowers the LICENSOR's structure's vertical clearance;

(i) restricts the LICENSOR's structure's ability to expand and contract (collectively, "Obstruction"), and such Obstruction is not remedied by LICENSEE within ten (10) days of receipt of written notice from LICENSOR and approval to enter the OML Area, LICENSOR reserves the right to remove the portion of the Facilities creating the Obstruction, in which case LICENSEE agrees to reimburse LICENSOR for the reasonable cost of such removal plus a ten percent (10%) oversight fee within thirty (30) days of receiving a request for the same with documentation of such costs.

In the event of the abandonment and/or such removal of said Facilities by LICENSEE, the License privileges and rights granted herein shall be extinguished. Upon termination of this License, LICENSEE shall, at its sole cost and expense, immediately remove all of the LICENSEE's Facilities and restore the LICENSOR's property to the condition it existed immediately prior to LICENSEE's entry on the property and if LICENSEE fails to do so, LICENSOR reserves the right to remove the Facilities, in which case LICENSEE agrees to reimburse LICENSOR for the reasonable cost of such removal plus a ten percent (10%) oversight fee within thirty (30) days of receiving a request for the same with documentation of such costs.

6. LICENSEE shall submit its plans to LICENSOR for its review and approval to confirm compliance with all terms of this License and to ensure the compatibility of the Facilities within the LICENSOR's infrastructure in the limited right-of-way for SR 417.

7. LICENSEE shall not impact any protected areas, including any protected, wetlands, uplands or conservation easements which are located in the OML Area.

8. LICENSEE shall be solely responsible for maintaining the Facilities in first-class manner (e.g. replace missing bulbs). In the event LICENSEE fails to maintain the Facilities and such failure to maintain the Facilities causes an imminent hazard to vehicular traffic on S.R. 417,

LICENSOR, ten (10) days following receipt of written notice to LICENSEE and granting of permission pursuant to Paragraph 2 above to enter the OML Area, or in the event of an emergency, may elect to perform such maintenance of the Facilities and receive reimbursement from LICENSEE for any such costs incurred by LICENSOR for the maintenance performed. This maintenance right does not create an obligation to inspect or repair the Facilities and shall not create any liability on the part of LICENSOR resulting from LICENSEE's failure to inspect and properly maintain the Facilities.

9. LICENSOR covenants that it has the right to grant the approvals, privileges and license described or stated herein, and LICENSOR covenants that LICENSEE shall have the non-exclusive, quiet and peaceful use and enjoyment of said license not otherwise in conflict with the use of the OML Area by LICENSOR.

10. LICENSEE'S use of the license granted hereunder shall at all times be in compliance with all Federal, State and local laws, rules, regulations, ordinances, codes and statutes.

11. The provisions hereof shall inure to and be binding upon the legal representatives, successors and assigns of the Parties hereto, respectively.

12. Subject to the terms and conditions set forth herein, LICENSOR reserves the right to use the OML AREA for any lawful purposes that do not materially interfere with LICENSEE's rights granted herein. The LICENSOR reserves the right to install and maintain underground utilities perpendicular and parallel to the Facilities provided any installation shall provide a minimum clearance from the Facilities of three feet (3') horizontal, outside of pipe to outside of pipe and three feet (3') vertical, outside of pipe to outside of pipe. The LICENSOR further reserves the right, to request that the Facilities be relocated at LICENSEE's expense, within six (6) months of receipt of written notice from LICENSOR, if required by a project of the LICENSOR.

II. ALL ELECTRONIC TOLLING ENTRY.

13. In the near term, LICENSOR is considering the installation of an AET gantry at the off-ramp location immediately adjacent to the Heliport. The AET gantry is similar to the one shown on the attached Exhibit "E" in the location shown on the attached Exhibit "F." The Parties have reviewed the AET gantry's height and location and determined that as shown on Exhibit "F" there is likely no impact to the AET gantry as a result of the Heliport or the current FAA approved approaches.

14. If LICENSOR installs the AET gantry, it will coordinate with LICENSEE in order for LICENSEE to install additional Facilities on the AET gantry in accordance with the terms and conditions of this License.

III. FUTURE IMPROVEMENTS SR 417.

15. The Parties acknowledge that there are no protections for the Heliport approaches currently approved by the FAA and the LICENSOR is free to develop its property as it deems appropriate, in its sole and absolute discretion. LICENSEE, at its sole cost and expense, will be required to obtain any necessary approvals required to adjust the approved approach paths to its Heliport and/or add any new Facilities as a result of any future development by LICENSOR. Notwithstanding the foregoing, LICENSOR agrees to work in good faith with LICENSEE to permit LICENSEE to relocate the Facilities, at LICENSEE'S sole cost and expense, as necessitated by such future development by LICENSOR.

IV. GENERAL PROVISIONS.

16. Effective Date shall mean the date that the last party executed this License. Notwithstanding the above, in consideration for this Agreement and LICENSOR's support of LICENSEE's Heliport Permit from the State of Florida, LICENSEE agrees that this License shall

be effective upon LICENSEE's execution and LICENSEE shall not withdraw its acceptance of this License during the time that LICENSOR proceeds through its normal administrative process to approve and execute same.

17. This License contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, or otherwise, between the Parties not embodied herein shall be of any force or effect.

18. This License may not be amended, modified, altered, or changed in any respect whatsoever, except by an amendment in writing duly executed by the Parties hereto. No failure by the Parties to insist upon the strict performance of any covenant, duty, agreement or condition of this License or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of a future breach of any other covenant, agreement, term or condition. Any Party hereto, by notice, may waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, covenant or breach of any other Party hereto. No waiver shall affect or alter this License, but every covenant, agreement, term and condition of this License shall continue in full force and effect with respect to any other then existing or subsequent duty, obligation, covenant or breach thereof.

19. 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 transmitted electronically (i.e. telecopier device), within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

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

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

LICENSEE: ORLANDO HEALTH, INC.
1414 Kuhl Avenue, MP71
Orlando, Florida 32806
Attn: Melissa Battles

Copy to: ORLANDO HEALTH, INC.
1414 Kuhl Avenue, MP71
Orlando, Florida 32806
Attn: Sharon Subryan

Copy to: LOWNDES
215 N. Eola Drive
Orlando, FL 32801
Attn: John D. Ruffier

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

20. In the event of any dispute hereunder or of any action to interpret or enforce this License, any provision hereof or any matter arising herefrom, each party shall be reasonable for its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in arbitration, in mediation, in any bankruptcy action, in any declaratory action, at trial or on appeal.

21. The provisions of this License shall inure to the benefit of and be binding upon the Parties hereto and their respective successors, assigns and legal representatives.

22. This License 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 License 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 License 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.

23. To facilitate execution, the Parties hereto agree that this License may be executed in as many counterparts as may be required, including by electronic or digital signatures, and it shall not be necessary that any signature of or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any Party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

24. This License shall be construed in accordance with and interpreted under the laws of the State of Florida.

25. This License is solely for the benefit of the Parties hereto. No right, remedy, cause of action or claim shall accrue by reason hereof to or for the benefit of any third party who is not a Party executing this License.

26. This License is the result of mutual negotiations between the Parties hereto and all Parties have contributed substantially and materially to the preparation hereof. Accordingly, this License shall not be construed more strictly against any one Party than against the others.

27. The Parties agree that this License shall be recorded in the Public Records of Orange County, Florida.

[INTENTIONALLY BLANK – SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto by their duly authorized officers have caused this License to be executed in their names and their seals to be affixed hereto as of the day and year first above written.

WITNESS:

“LICENSOR”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Printed Name: _____

Buddy Dyer, Chairman
Date: _____

Printed Name: _____

ATTEST:

APPROVED AS TO FORM AND
LEGALITY this _____ day of
_____, 2021, for the use
and reliance by the CENTRAL FLORIDA
EXPRESSWAY AUTHORITY only.

Assistant Secretary

Marchena and Graham, P.A., Counsel.

By: _____
Marchena and Graham, P.A.

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me ___ in person ___ by remote online notary this ___ day of _____, 2021, by Buddy Dyer, as Chairman of the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a public and governmental body, existing under and by virtue of the laws of the State of Florida, on behalf of said CENTRAL FLORIDA EXPRESSWAY AUTHORITY. Buddy Dyer is personally known to me or has produced _____ as identification and who did (did not) take an oath.

(SEAL)

Notary Public

Print Name
Commission Expires: _____

WITNESS:

DocuSigned by:
Melissa Battles
Printed Name: Melissa Battles

DocuSigned by:
Aaron Bottenhorn
Printed Name: Aaron Bottenhorn

“LICENSEE”

ORLANDO HEALTH, INC.,
a Florida not-for-profit Corporation

By: Matthew S. Taylor
Printed Name: Matthew S. Taylor
Date: February 12, 2021

DS
MB

DS
AB

DS
MST

STATE OF FLORIDA
COUNTY OF ORANGE

The forgoing instrument was acknowledged before me ___ in person ^x by remote online notary this 12 day of February, 2021, by Matthew S. Taylor of **ORLANDO HEALTH INC.,** a Florida not-for-profit Corporation. He / she personally appeared before me and is ~~s~~ personally known to me or has produced _____ as identification.

(SEAL)

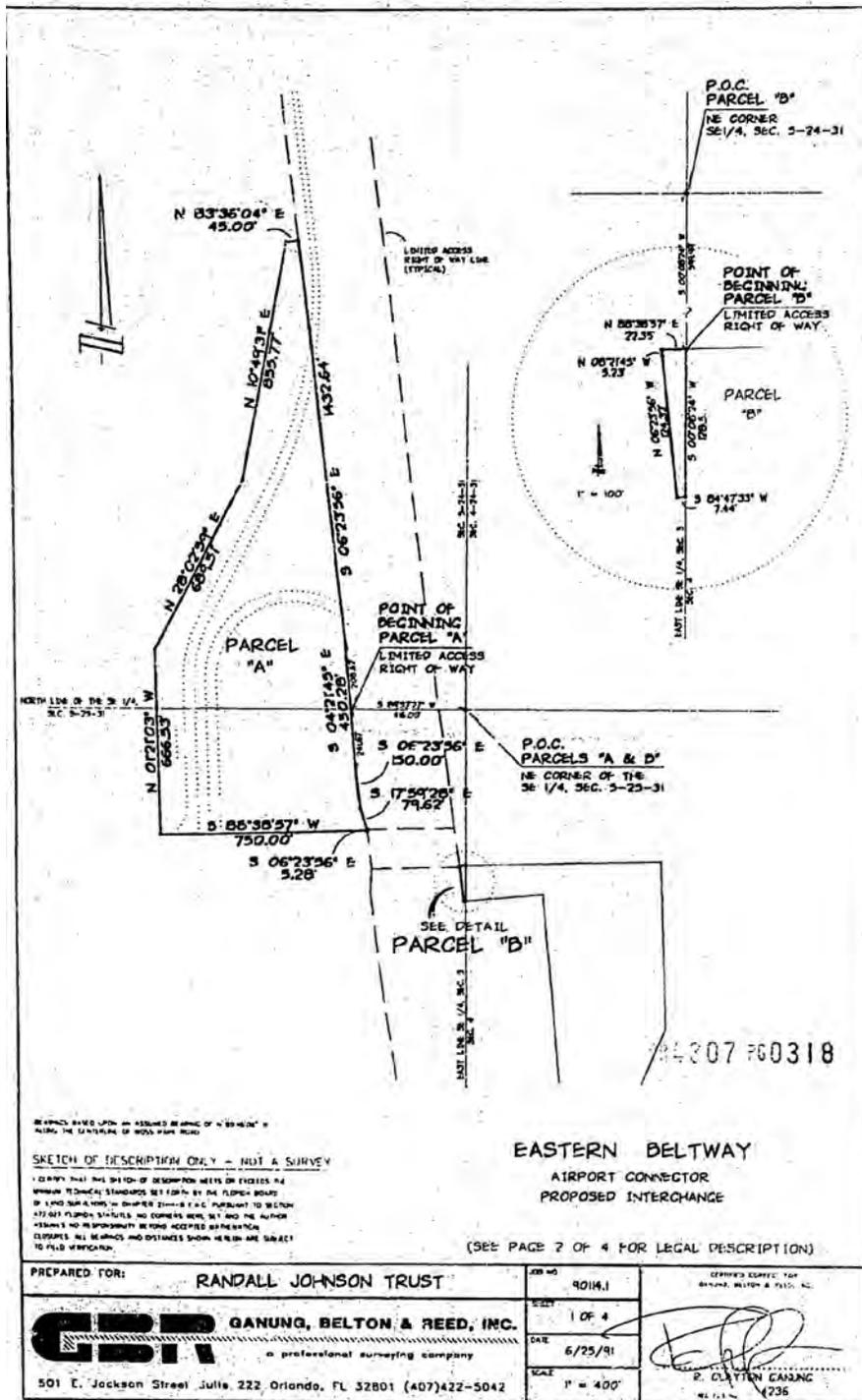
MICHELLE M ALLEN
Notary Public-State of Florida
Commission # GG941294
Commission Expires 3/11/2024

DocuSigned by:
Michelle M. Allen
8C42E1ADE4C34EC
Notary Public
Michelle M. Allen
Print Name
Commission Expires: 3/11/2024

Exhibit "A"

Legal Description

(SR417)



LEGAL DESCRIPTIONPARCEL "A"

A portion of Section 5, Township 24 South, Range 31 East, Orange County, Florida, being more fully described as follows:

Commence at the northeast corner of the Southeast 1/4 of said Section 5; thence S. 89° 57' 27" W., along the north line of the Southeast 1/4 of said Section 5, a distance of 416.00 feet for the POINT OF BEGINNING; said point lying on the proposed westerly Limited Access Right of Way line of the Eastern Beltway; thence run southerly along said proposed westerly right of way line the following four (4) courses and distances; S. 04° 21' 45" E., 241.67 feet; thence S. 06° 23' 56" E., 150.00 feet; thence S. 17° 59' 28" E., 79.62 feet; thence S. 06° 23' 56" E., 5.28 feet; thence S. 88° 38' 57" W., 750.00 feet; thence N. 01° 21' 03" W., 666.53 feet; thence N. 28° 02' 59" E., 689.51 feet; thence N. 10° 49' 31" E., 855.77 feet; thence N. 83° 36' 04" E., 45.00 feet to a point on the aforementioned proposed westerly Limited Access Right of Way line of the Eastern Beltway; thence S. 06° 23' 56" E., along said proposed westerly right of way line, 1432.64 feet; thence S. 04° 21' 45" E., 208.62 feet to the POINT OF BEGINNING.

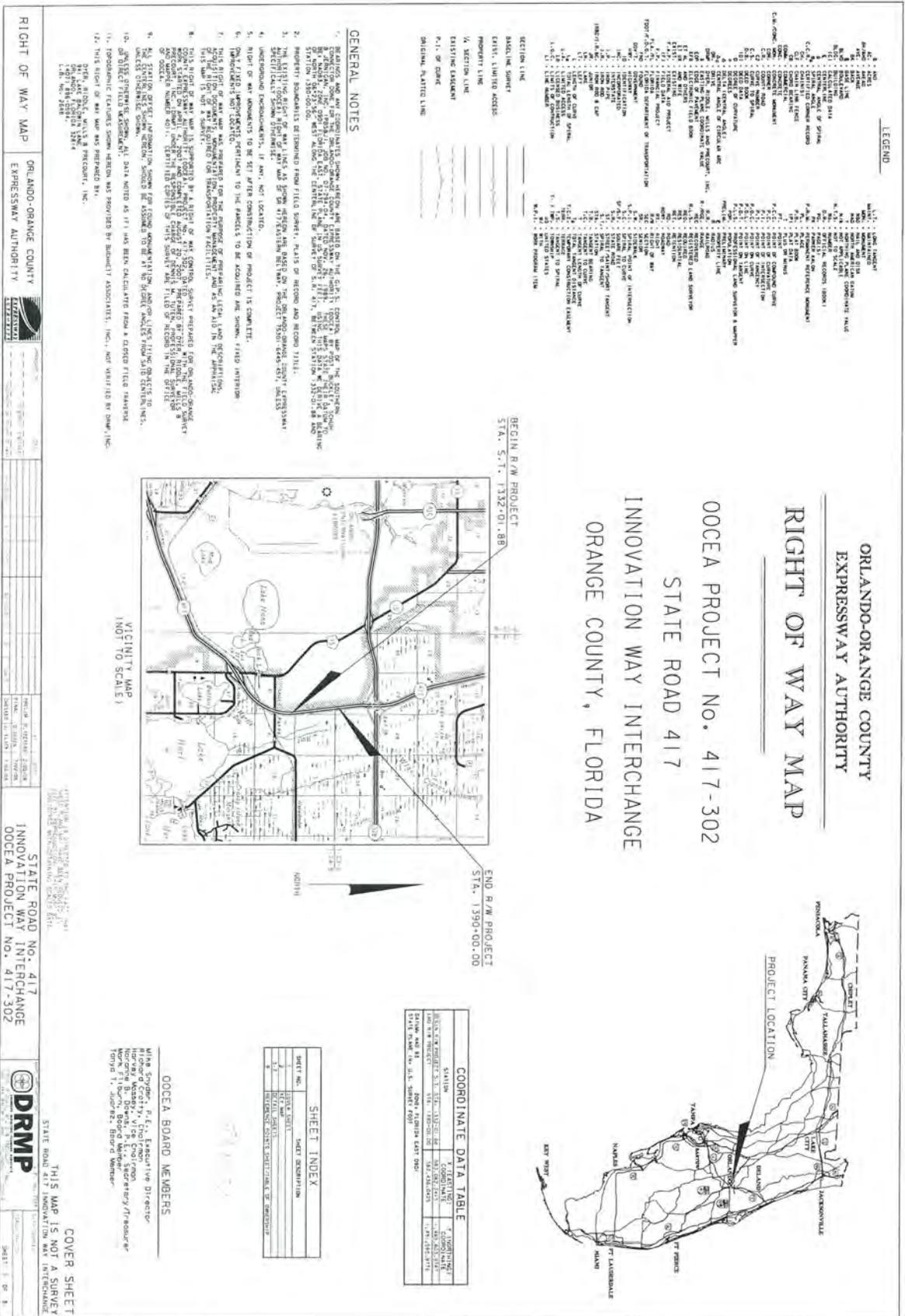
Containing 21.01 acres more or less.

PARCEL "B"

A portion of the Southeast 1/4 of Section 5, Township 24 South, Range 31 East, Orange County, Florida, being more fully described as follows:

Commence at the northeast corner of the Southeast 1/4 of said Section 5; thence S. 00° 08' 24" W., along the east line of the Southeast 1/4 of said Section 5, a distance of 599.99 feet for the POINT OF BEGINNING; thence continue S. 00° 08' 24" W., along said east line of the Southeast 1/4 of Section 5, a distance of 128.58 feet; thence S. 84° 47' 33" W., 7.44 feet; thence N. 06° 23' 56" W., 124.32 feet; thence N. 08° 21' 45" W., 5.23 feet; thence N. 88° 38' 57" E., 22.35 feet to the POINT OF BEGINNING.

Containing 0.04 acres more or less.



LEGEND

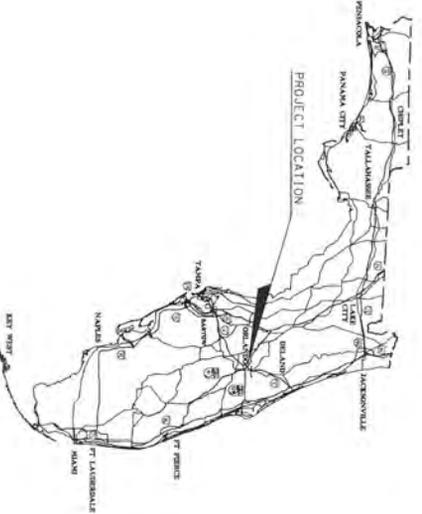
- 1. RIGHT OF WAY LINE
- 2. EXISTING ROAD RIGHT OF WAY LINE
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- 98. EXISTING ROAD RIGHT OF WAY LINE
- 99. EXISTING ROAD CENTERLINE
- 100. EXISTING ROAD RIGHT OF WAY LINE

GENERAL NOTES

1. REVISIONS AND ANY CORRECTIONS, SHOW HEREON, ARE BASED ON THE C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 1988, AND THE 1990 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 1990, AND THE 1992 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 1992, AND THE 1994 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 1994, AND THE 1996 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 1996, AND THE 1998 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 1998, AND THE 2000 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2000, AND THE 2002 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2002, AND THE 2004 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2004, AND THE 2006 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2006, AND THE 2008 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2008, AND THE 2010 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2010, AND THE 2012 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2012, AND THE 2014 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2014, AND THE 2016 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2016, AND THE 2018 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2018, AND THE 2020 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2020.
2. PROPERTY BOUNDARIES DETERMINED FROM FIELD SURVEY, PLATS AND RECORD AND OTHER TITLES.
3. THE EXISTING RIGHT OF WAY LINE IS SHOWN HEREON, AND BASED ON THE 1990 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 1990, AND THE 1992 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 1992, AND THE 1994 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 1994, AND THE 1996 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 1996, AND THE 1998 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 1998, AND THE 2000 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2000, AND THE 2002 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2002, AND THE 2004 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2004, AND THE 2006 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2006, AND THE 2008 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2008, AND THE 2010 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2010, AND THE 2012 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2012, AND THE 2014 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2014, AND THE 2016 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2016, AND THE 2018 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2018, AND THE 2020 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2020.
4. UNDEVELOPED ENCROACHMENTS, IF ANY, NOT LOCATED.
5. RIGHT OF WAY ENCROACHMENTS TO BE SET AFTER CONSTRUCTION OF PROJECT IS COMPLETE.
6. PROPERTY BOUNDARIES REFERENCED TO THE PROJECTS TO BE ACQUIRED ARE SHOWN. FIELD INTERVIEW AND RECORDS NOT LOCATED.
7. PROPERTY BOUNDARIES REFERENCED TO THE PROJECTS TO BE ACQUIRED ARE SHOWN. FIELD INTERVIEW AND RECORDS NOT LOCATED.
8. THIS MAP IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THAT FOR WHICH IT WAS PREPARED AND THE ENGINEER ASSUMES NO LIABILITY FOR ANY DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGE TO PERSONS OR PROPERTY, ARISING FROM THE USE OF THIS MAP FOR ANY PURPOSES OTHER THAN THAT FOR WHICH IT WAS PREPARED.
9. ALL STATIONING, DISTANCE, BEARING, SLOPE, AND OTHER DATA SHOWN ON THIS MAP ARE BASED ON THE 1990 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 1990, AND THE 1992 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 1992, AND THE 1994 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 1994, AND THE 1996 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 1996, AND THE 1998 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 1998, AND THE 2000 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2000, AND THE 2002 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2002, AND THE 2004 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2004, AND THE 2006 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2006, AND THE 2008 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2008, AND THE 2010 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2010, AND THE 2012 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2012, AND THE 2014 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2014, AND THE 2016 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2016, AND THE 2018 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2018, AND THE 2020 C.D.P. CENTER MAP OF THE SOUTHERN FLORIDA REGION, 2020.
10. UNLESS OTHERWISE SHOWN, ALL DATA NOTED AS IT HAS BEEN CALCULATED FROM A CENTER FIELD MEASUREMENT OF DIRECT FIELD MEASUREMENT.
11. PROPOSED FIELDWORK SHOWN HEREON WAS PROVIDED BY BROWN ASSOCIATES, INC., AND VERIFIED BY DRMP, INC.
12. THIS MAP IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THAT FOR WHICH IT WAS PREPARED.
13. THIS MAP IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THAT FOR WHICH IT WAS PREPARED.
14. THIS MAP IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THAT FOR WHICH IT WAS PREPARED.
15. THIS MAP IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THAT FOR WHICH IT WAS PREPARED.
16. THIS MAP IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THAT FOR WHICH IT WAS PREPARED.
17. THIS MAP IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THAT FOR WHICH IT WAS PREPARED.
18. THIS MAP IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THAT FOR WHICH IT WAS PREPARED.
19. THIS MAP IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THAT FOR WHICH IT WAS PREPARED.
20. THIS MAP IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THAT FOR WHICH IT WAS PREPARED.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
RIGHT OF WAY MAP
 OCEA PROJECT NO. 417-302
 STATE ROAD 417
 INNOVATION WAY INTERCHANGE
 ORANGE COUNTY, FLORIDA

BEGIN R/W PROJECT STA. 5+71.1332-01.888
 END R/W PROJECT STA. 1390+00.000



COORDINATE DATA TABLE

STATION	Easting	Northing
5+71.1332	1133201.888	1133201.888
1390+00.000	1390000.000	1390000.000

SHEET INDEX

SHEET NO.	SHEET DESCRIPTION
1	RIGHT OF WAY MAP
2	PROPOSED FIELDWORK
3	PROPOSED FIELDWORK
4	PROPOSED FIELDWORK
5	PROPOSED FIELDWORK
6	PROPOSED FIELDWORK
7	PROPOSED FIELDWORK
8	PROPOSED FIELDWORK
9	PROPOSED FIELDWORK
10	PROPOSED FIELDWORK

OCEA BOARD MEMBERS
 Mike Sogge, P.E., Executive Director
 Orange County, Florida
 Norman B. Bland, Board Member
 Norman B. Bland, Board Member
 Norman B. Bland, Board Member

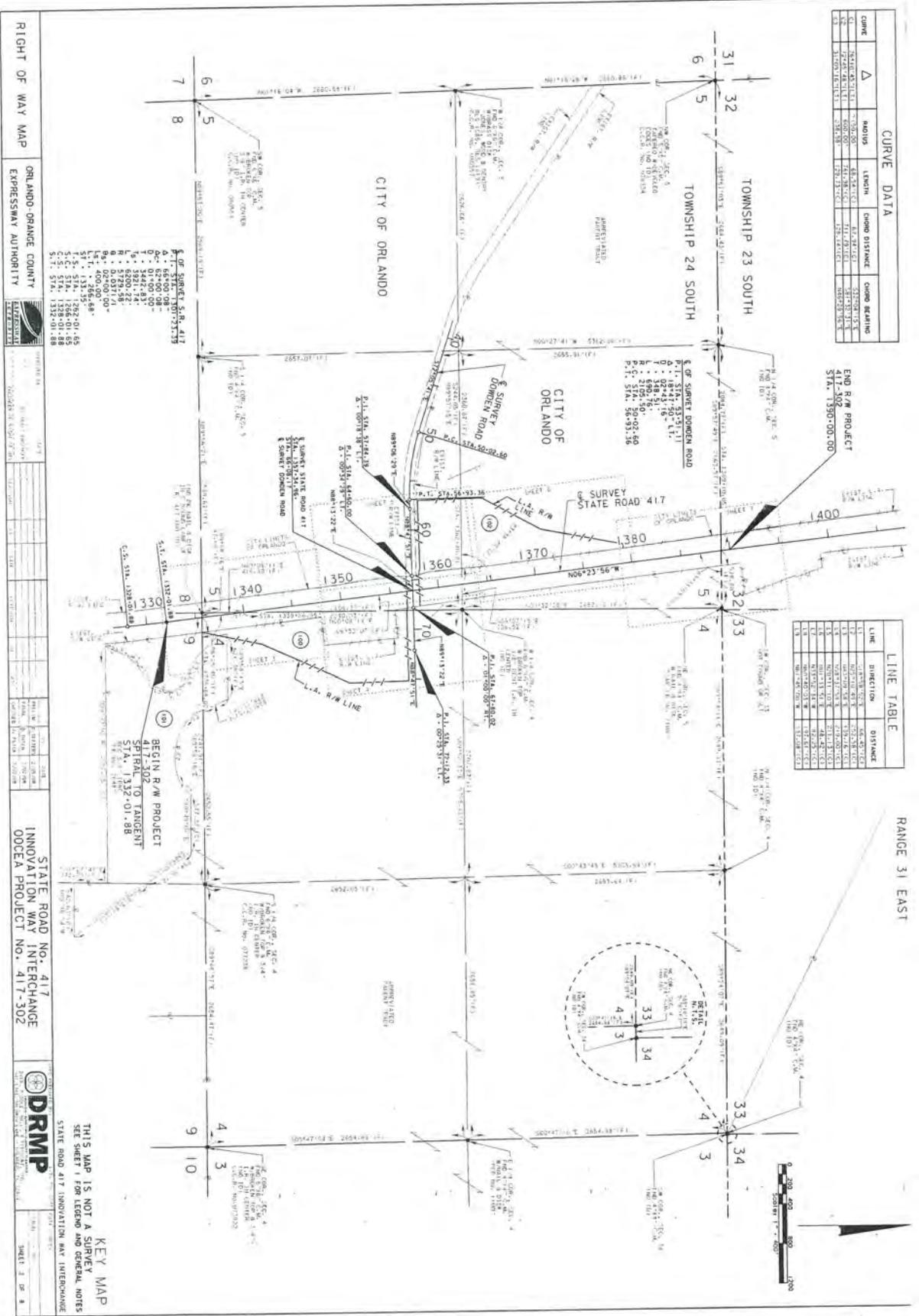
RIGHT OF WAY MAP ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD NO. 417 INNOVATION WAY INTERCHANGE OCEA PROJECT NO. 417-302

DRMP

THIS MAP IS NOT A SURVEY COVER SHEET STATE ROAD 417 INNOVATION WAY INTERCHANGE

SHEET 1 OF 8



CURVE DATA

CURVE	Δ	RAIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C1	114.00'	114.00'	114.00'	114.00'	114.00'
C2	114.00'	114.00'	114.00'	114.00'	114.00'
C3	114.00'	114.00'	114.00'	114.00'	114.00'

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N 0° 00' 00" E	114.00'
L2	S 0° 00' 00" E	114.00'
L3	N 0° 00' 00" E	114.00'
L4	S 0° 00' 00" E	114.00'
L5	N 0° 00' 00" E	114.00'
L6	S 0° 00' 00" E	114.00'
L7	N 0° 00' 00" E	114.00'
L8	S 0° 00' 00" E	114.00'
L9	N 0° 00' 00" E	114.00'
L10	S 0° 00' 00" E	114.00'

RIGHT OF WAY MAP

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY



STATE ROAD NO. 417

INNOVATION WAY INTERCHANGE

ORCEA PROJECT NO. 417-302

STATE ROAD NO. 417

INNOVATION WAY INTERCHANGE

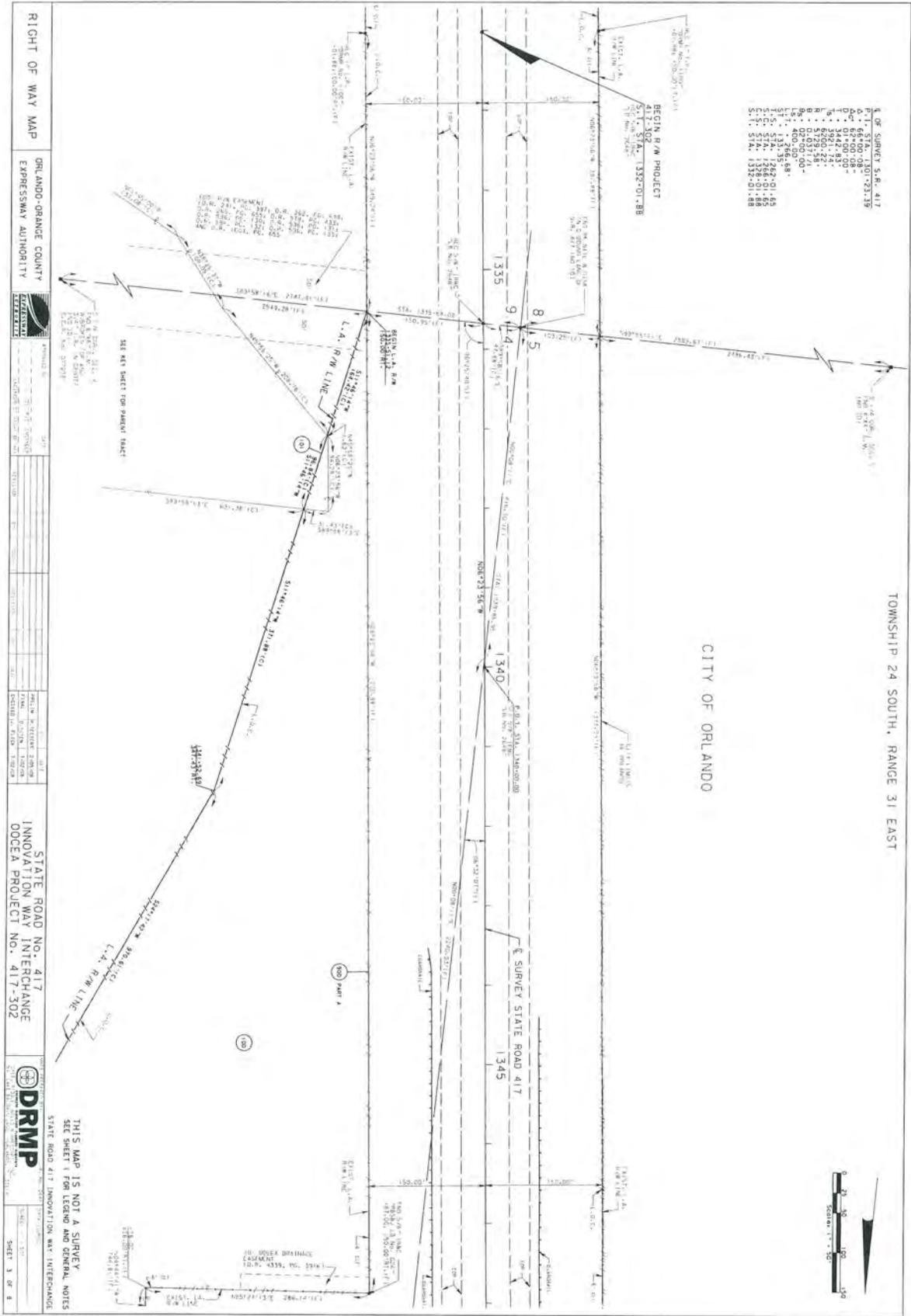
ORCEA PROJECT NO. 417-302

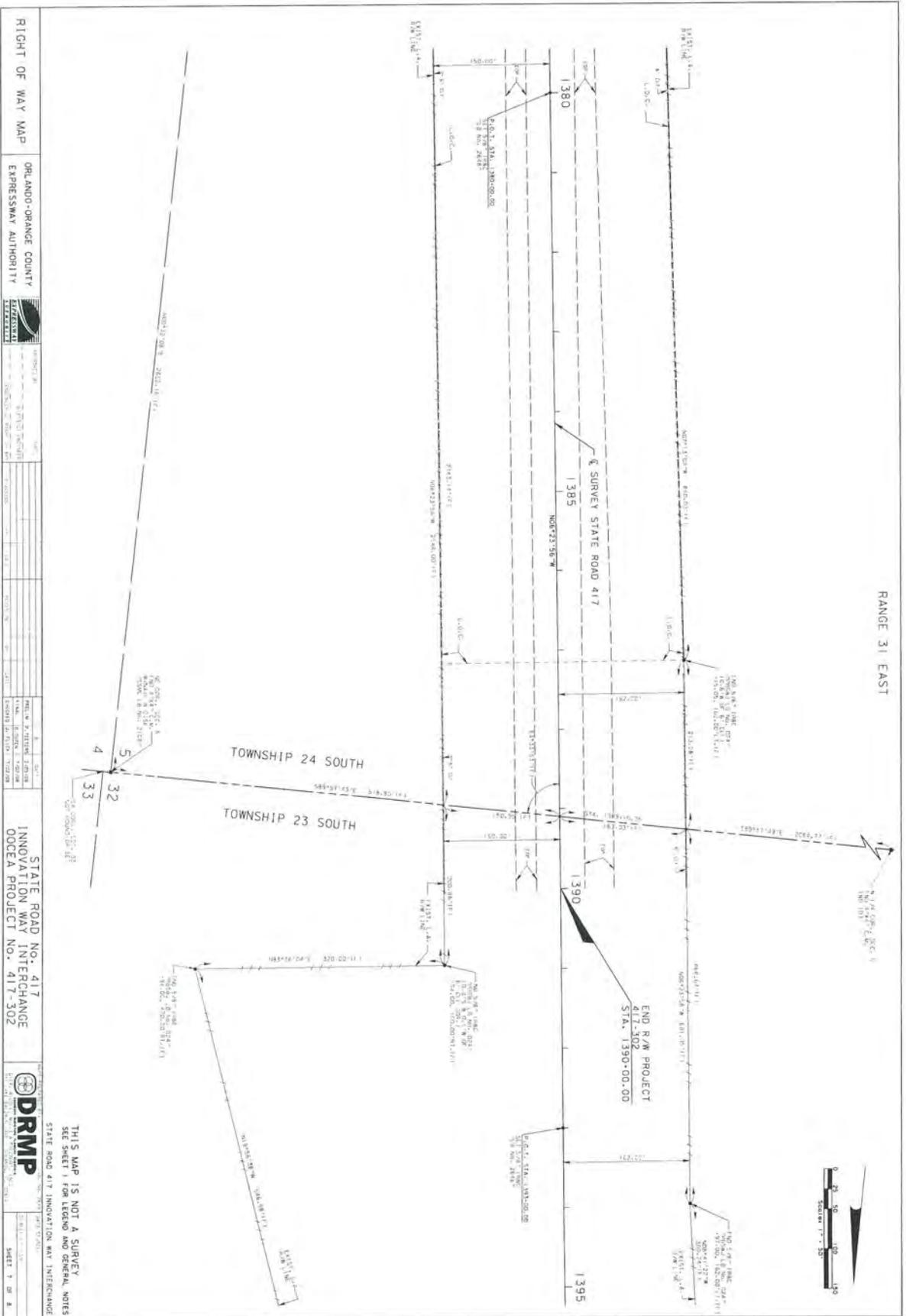


STATE ROAD 417 INNOVATION WAY INTERCHANGE

SHEET 2 OF 8

KEY MAP
 THIS MAP IS NOT A SURVEY
 SEE SHEET 7 FOR LEGEND AND GENERAL NOTES





RIGHT OF WAY MAP

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

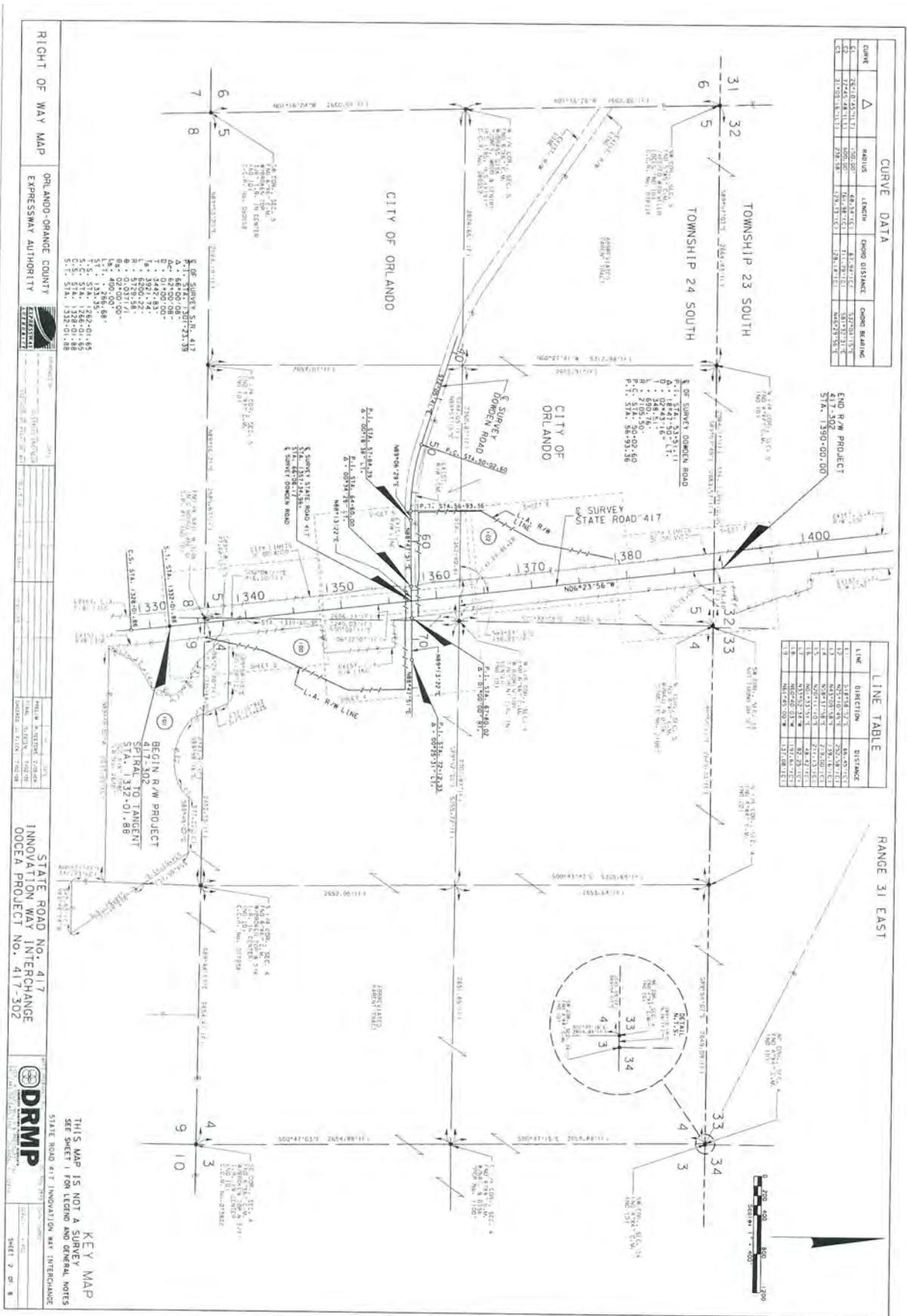
STATE ROAD NO. 417 INNOVATION WAY INTERCHANGE OOCEA PROJECT NO. 417-302

DRMP

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

STATE ROAD 417 INNOVATION WAY INTERCHANGE

SHEET 7 OF 8



CURVE DATA

CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C1	252.027111	150.000	48.347153	35.000000	113.015376
C2	774.627411	450.000	145.037153	105.000000	158.731313
C3	1108.387411	675.000	217.555715	157.500000	193.096969

LINE TABLE

LINE	DIRECTION	DISTANCE
1	S 89° 36' 04" E	65.457153
2	N 00° 23' 56" W	250.000000
3	S 89° 36' 04" E	250.000000
4	N 00° 23' 56" W	250.000000
5	S 89° 36' 04" E	65.457153
6	N 00° 23' 56" W	250.000000
7	S 89° 36' 04" E	65.457153
8	N 00° 23' 56" W	250.000000
9	S 89° 36' 04" E	65.457153
10	N 00° 23' 56" W	250.000000

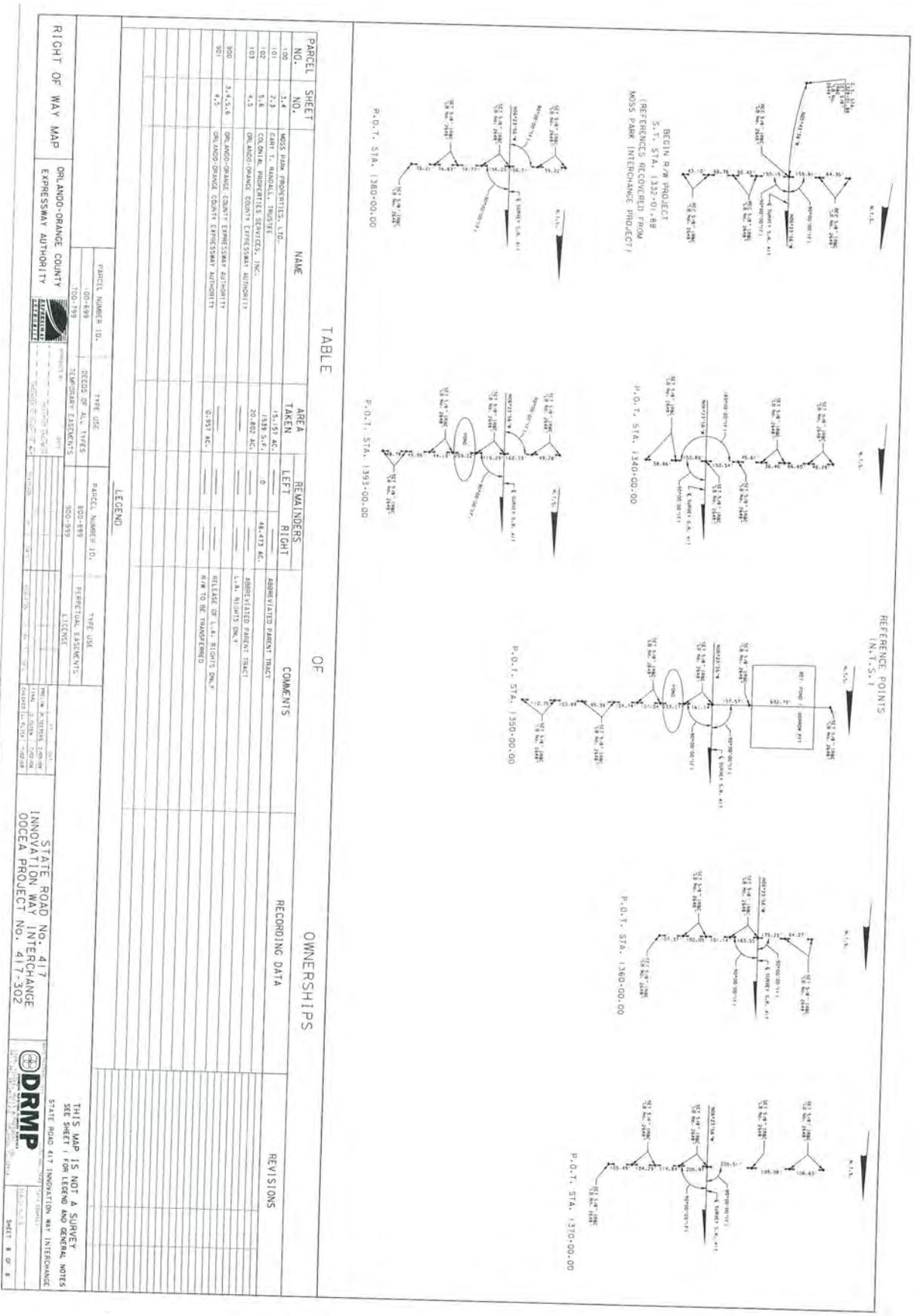
RIGHT OF WAY MAP ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD NO. 417 INNOVATION WAY INTERCHANGE
 INNOVATION WAY INTERCHANGE
 DOCEA PROJECT NO. 417-302

DRMP

THIS MAP IS NOT A SURVEY
 SEE SHEET 1 FOR LEGEND AND GENERAL NOTES
 STATE ROAD 417 INNOVATION WAY INTERCHANGE

KEY MAP
 SHEET 2 OF 8



TABLE

OF

OWNERSHIPS

RECORDING DATA

REVISIONS

PARCEL NO.	SHEET NO.	NAME	AREA TAKEN	REMAINERS LEFT	REMAINERS RIGHT	COMMENTS	RECORDING DATA	REVISIONS
101	4.5	ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY	15.157 AC.	0	44.413 AC.	RELINQUISHMENT OF ALL RIGHTS ONLY TO BE TRANSFERRED		
102	2.2	CARY T. MADOLE, TRUSTEE	1.589 S.C.	0	44.413 AC.	ABANDONED PARCEL TRACT		
103	2.8	CENTRAL PROPERTIES SERVICES, INC.	20.802 AC.	0	44.413 AC.	ABANDONED PARCEL TRACT		
104	2.3	ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY	0.957 AC.	0	44.413 AC.	RELINQUISHMENT OF ALL RIGHTS ONLY TO BE TRANSFERRED		
105	2.4, 3.6	ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY			44.413 AC.			
106	4.5	ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY			44.413 AC.			

Exhibit "B"

A TRACT OF LAND LYING IN SECTION 5, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF RANDAL PARK BOULEVARD AS RECORDED IN PLAT BOOK 77, PAGE 64 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, SAID POINT BEING ON A NON TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY ALONG SAID NON TANGENT CURVE AND THE EASTERLY RIGHT OF WAY OF SAID RANDAL PARK BOULEVARD, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 45.00 FEET, AN ARC LENGTH OF 70.69 FEET, A CHORD BEARING OF NORTH 27°05'41" WEST AND A CHORD DISTANCE OF 63.64 FEET TO THE POINT OF TANGENCY; THENCE RUN THE FOLLOWING COURSES ALONG SAID EASTERLY RIGHT OF WAY LINE OF RANDAL PARK BOULEVARD: NORTH 17°54'19" EAST, 6.03 FEET; THENCE RUN NORTH 11°21'22" EAST, 61.37 FEET; THENCE RUN NORTH 17°54'19" EAST, 163.30 FEET; THENCE RUN NORTH 17°54'19" EAST, 494.18 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN SOUTH 72°05'41" EAST, 776.83 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 417, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4307, PAGE 315 OF SAID PUBLIC RECORDS; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES; THENCE RUN SOUTH 28°02'59" WEST, 21.98 FEET; THENCE RUN SOUTH 01°21'03" EAST, 663.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF DOWDEN ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 9793, PAGE 575 OF SAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING COURSES ALONG SAID NORTHERLY RIGHT OF WAY LINE: SOUTH 89°06'29" WEST, 7.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 13°54'11", A RADIUS OF 2035.00 FEET, AN ARC LENGTH OF 493.80 FEET, A CHORD BEARING OF NORTH 83°56'26" WEST AND A CHORD DISTANCE OF 492.59 FEET; THENCE RUN SOUTH 13°00'40" WEST, 8.61 FEET; THENCE RUN NORTH 76°49'18" WEST, 105.03 FEET TO A NON TANGENT CURVE CONCAVE NORTHERLY; THENCE RUN NORTHWESTERLY ALONG SAID NON TANGENT CURVE HAVING A CENTRAL ANGLE OF 1°57'06", A RADIUS OF 2046.00 FEET, AN ARC LENGTH OF 69.70 FEET, A CHORD BEARING OF NORTH 73°04'14" WEST AND A CHORD DISTANCE OF 69.69 FEET TO A POINT OF TANGENCY THENCE RUN NORTH 72°05'41" WEST, 276.82 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 15.13 ACRES MORE OR LESS.

Exhibit "C" [HELIPORT]

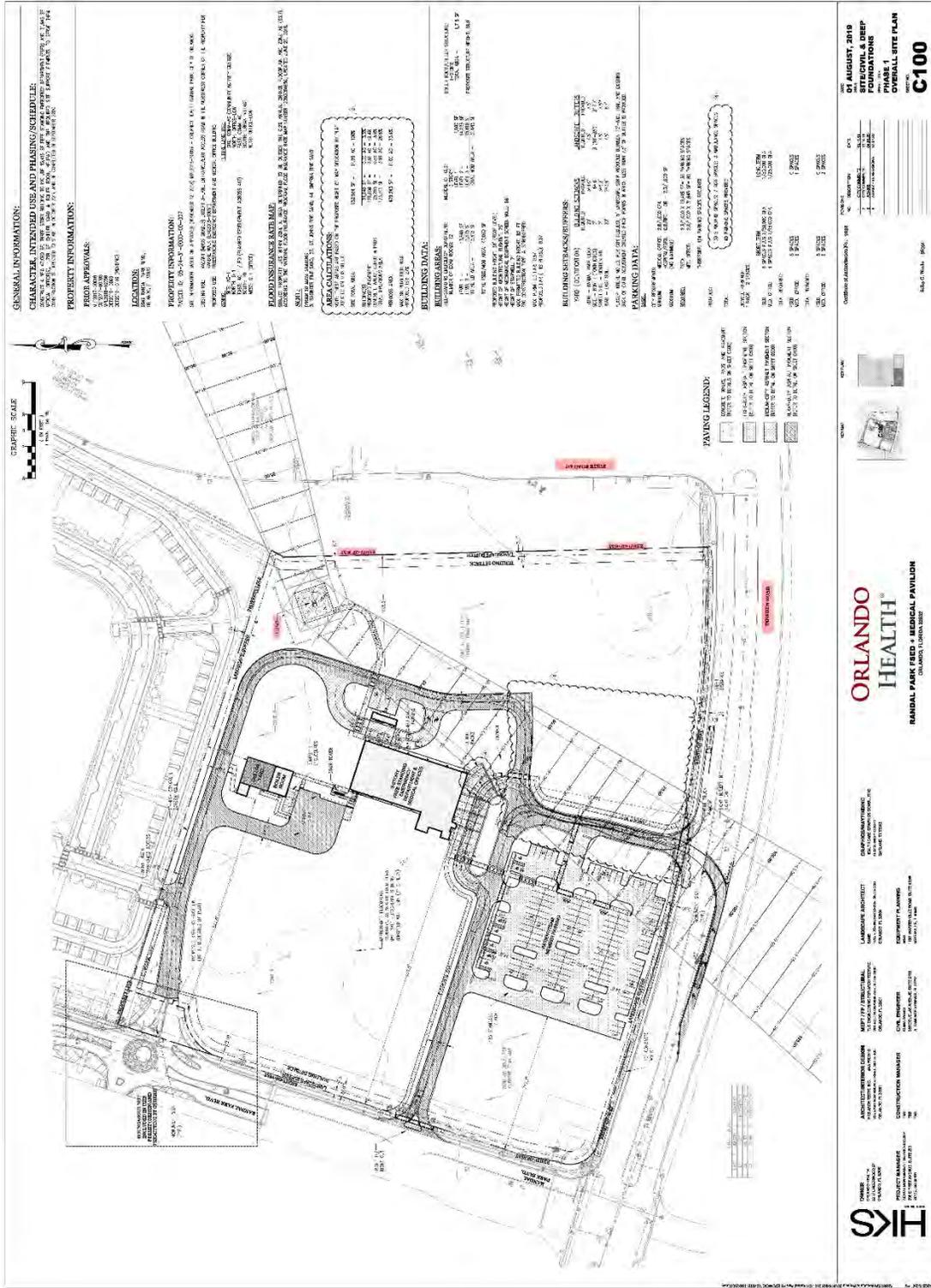
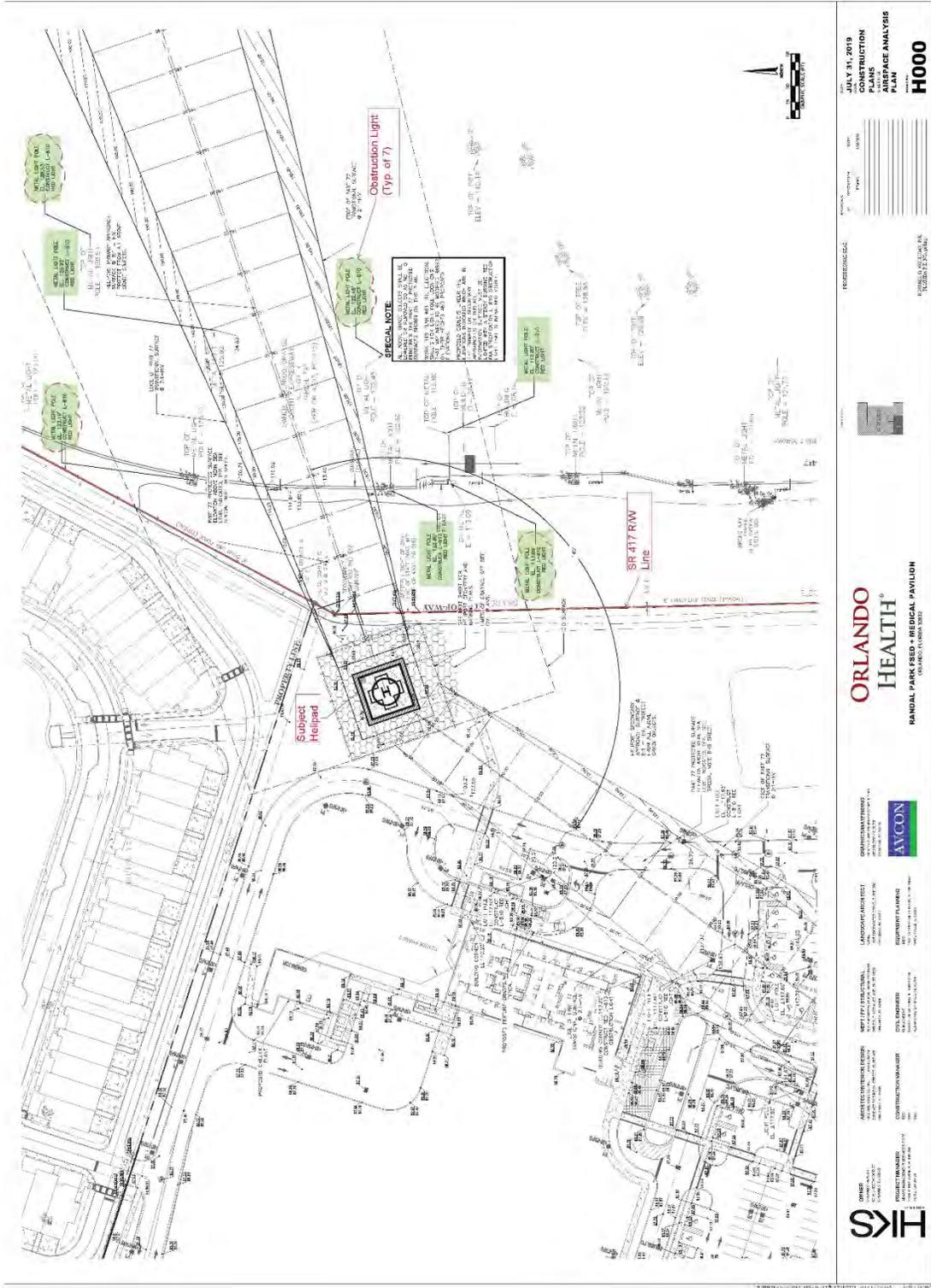


Exhibit "D"

["OML AREA"]

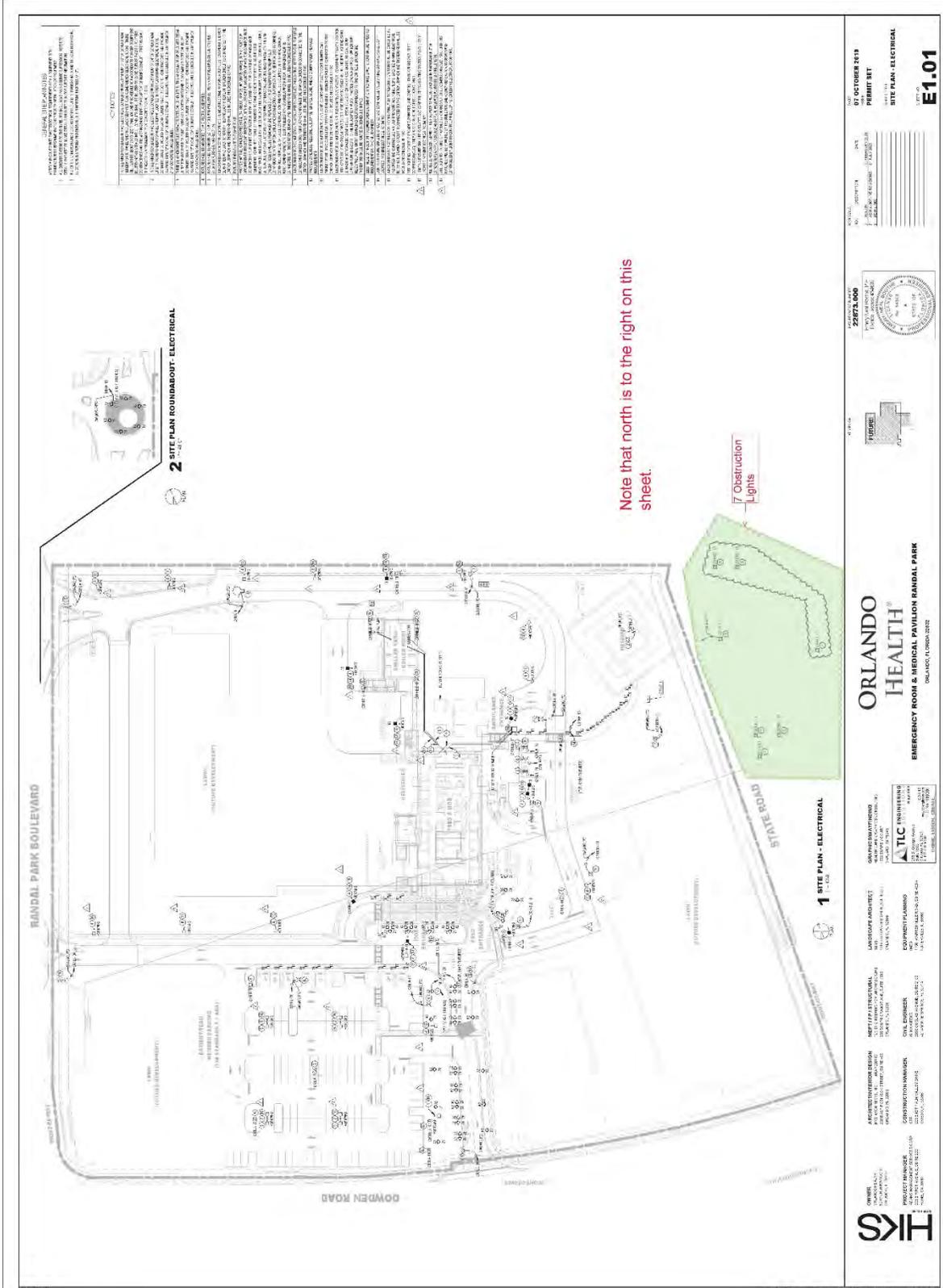


ORLANDO HEALTH
 HANDBAL PARK FESD - MEDICAL PAVILION
 ORLANDO, FLORIDA 32829

AVCON

SIH

DATE: JULY 31, 2019
PROJECT: HANDBAL PARK FESD - MEDICAL PAVILION
PLANS: AIRSPACE ANALYSIS
PLAN: H000



NOTES

1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
3. ALL ELECTRICAL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND SHALL NOT CAUSE UNNECESSARY DISRUPTION TO THE OPERATIONS OF THE FACILITY.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND SERVICES AT ALL TIMES.
5. ALL ELECTRICAL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND SERVICES.
7. ALL ELECTRICAL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND DRAWINGS.
8. THE CONTRACTOR SHALL MAINTAIN CLEAR ACCESS TO ALL EXISTING AND FUTURE ACCESS POINTS.
9. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND CONTROL OF THE PROJECT MANAGER.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
11. ALL ELECTRICAL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND SHALL NOT CAUSE UNNECESSARY DISRUPTION TO THE OPERATIONS OF THE FACILITY.
12. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND SERVICES AT ALL TIMES.
13. ALL ELECTRICAL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND SERVICES.
15. ALL ELECTRICAL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND DRAWINGS.
16. THE CONTRACTOR SHALL MAINTAIN CLEAR ACCESS TO ALL EXISTING AND FUTURE ACCESS POINTS.
17. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND CONTROL OF THE PROJECT MANAGER.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
19. ALL ELECTRICAL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND SHALL NOT CAUSE UNNECESSARY DISRUPTION TO THE OPERATIONS OF THE FACILITY.
20. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND SERVICES AT ALL TIMES.

2 SITE PLAN ROUNDABOUT ELECTRICAL

Note that north is to the right on this sheet.

7 Obstruction Lights

1 SITE PLAN - ELECTRICAL

ORLANDO HEALTH
EMERGENCY ROOM & MEDICAL PAVILION RANDAL PARK
ORLANDO, FL 32816

HKS

DATE: 07 OCTOBER 2019
PERMIT SET
SITE PLAN - ELECTRICAL

PROJECT NO.: 190767
DATE: 07 OCTOBER 2019
SCALE: AS SHOWN

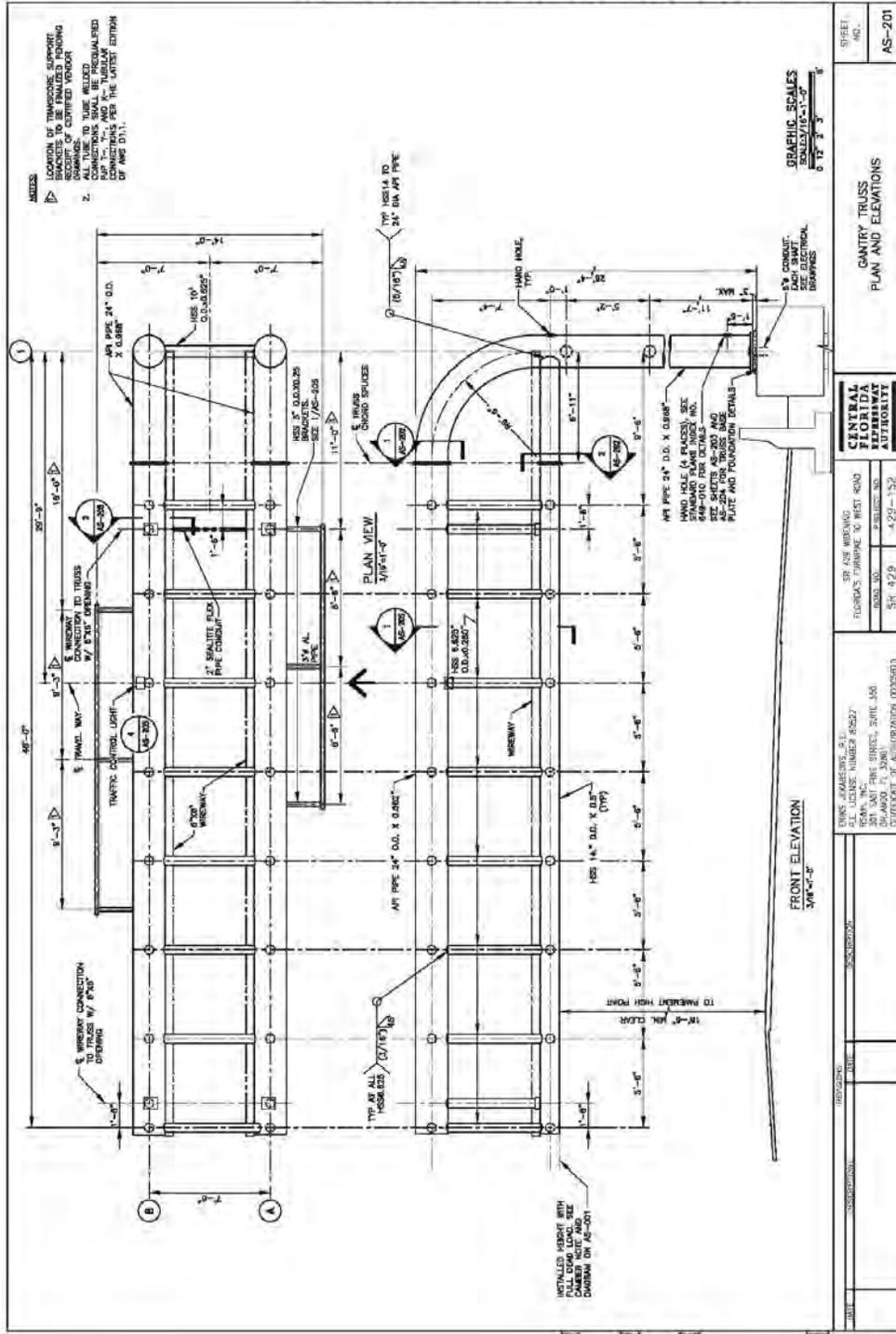
PROJECT VALUE: 2,972,000

DESIGNER: HKS INC. 1500 WEST AVENUE, SUITE 1000, ORLANDO, FL 32801
PROJECT MANAGER: JAMES J. HARRIS
ARCHITECT: HKS INC. 1500 WEST AVENUE, SUITE 1000, ORLANDO, FL 32801
ENGINEER: ATLC ENGINEERING 1000 WEST AVENUE, SUITE 1000, ORLANDO, FL 32801

DATE: 07 OCTOBER 2019
PROJECT NO.: 190767
SCALE: AS SHOWN

Exhibit "E"

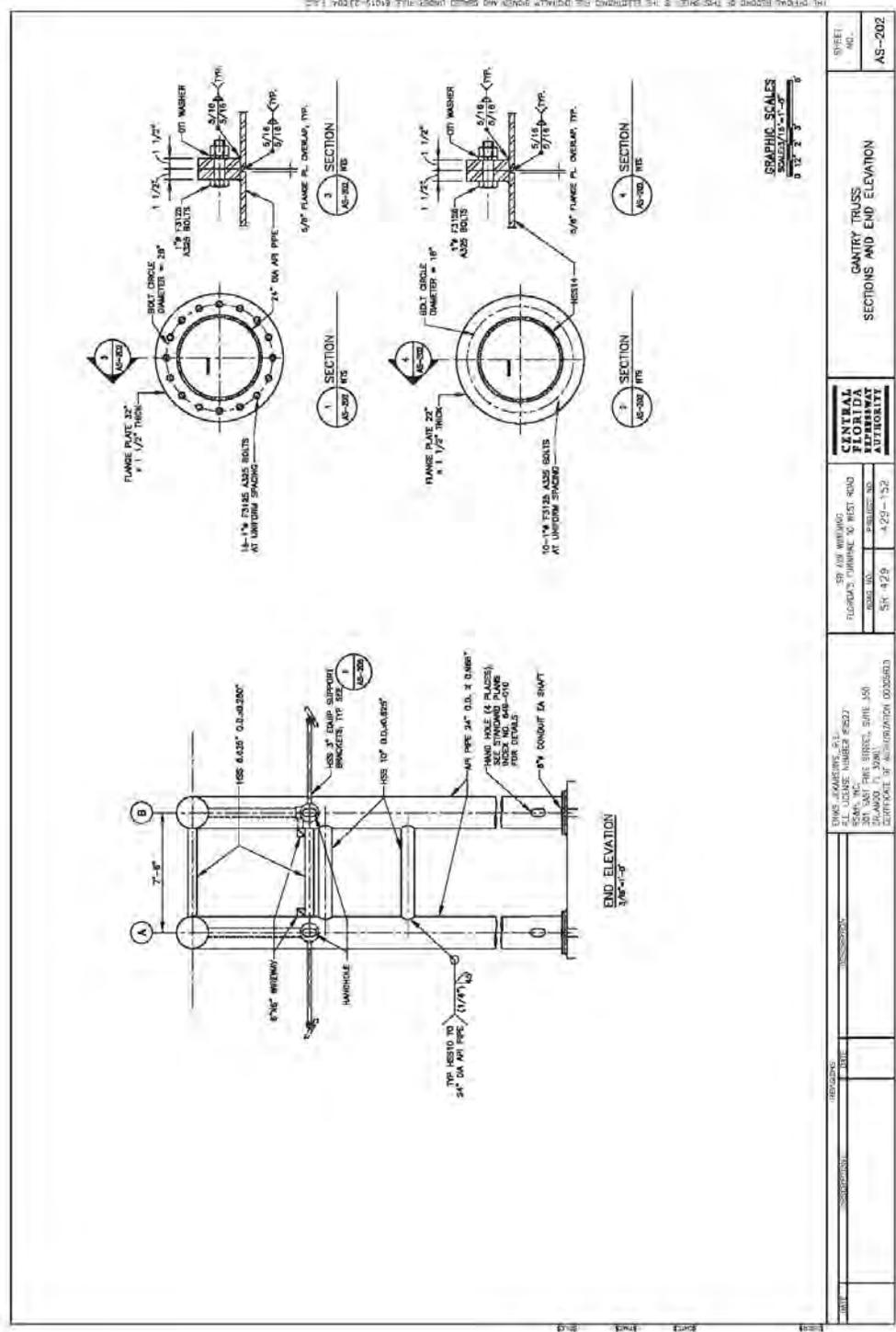
[AET GANTRY]



- NOTES**
1. LOCATION OF TRUSS SUPPORT BRACKETS TO BE FINISHED FINISH BRACKETS TO BE CONFIRMED FOR YOUR RECORDS.
 2. ALL TUBE TO TUBE WELDED JOINTS SHALL BE WELDED PER THE LATEST EDITION OF AWS D11.1.

GRAPHIC SCALES
 1" = 10'-0"
 1/4" = 3'-0"

GENERAL ELECTRICAL AUTHORITY		SHEET NO. AS-201	
SR USE WIRING		FLORIDA'S TURNPIKE TO WEST RIND	
ENGR. J. J. JAMES, P.E.		PUBL. NO. 514 929	
301 EAST FIRE STREET, SUITE 150		4291-152	
TALLAHASSEE, FLORIDA 32303		STATE OF FLORIDA (000000)	

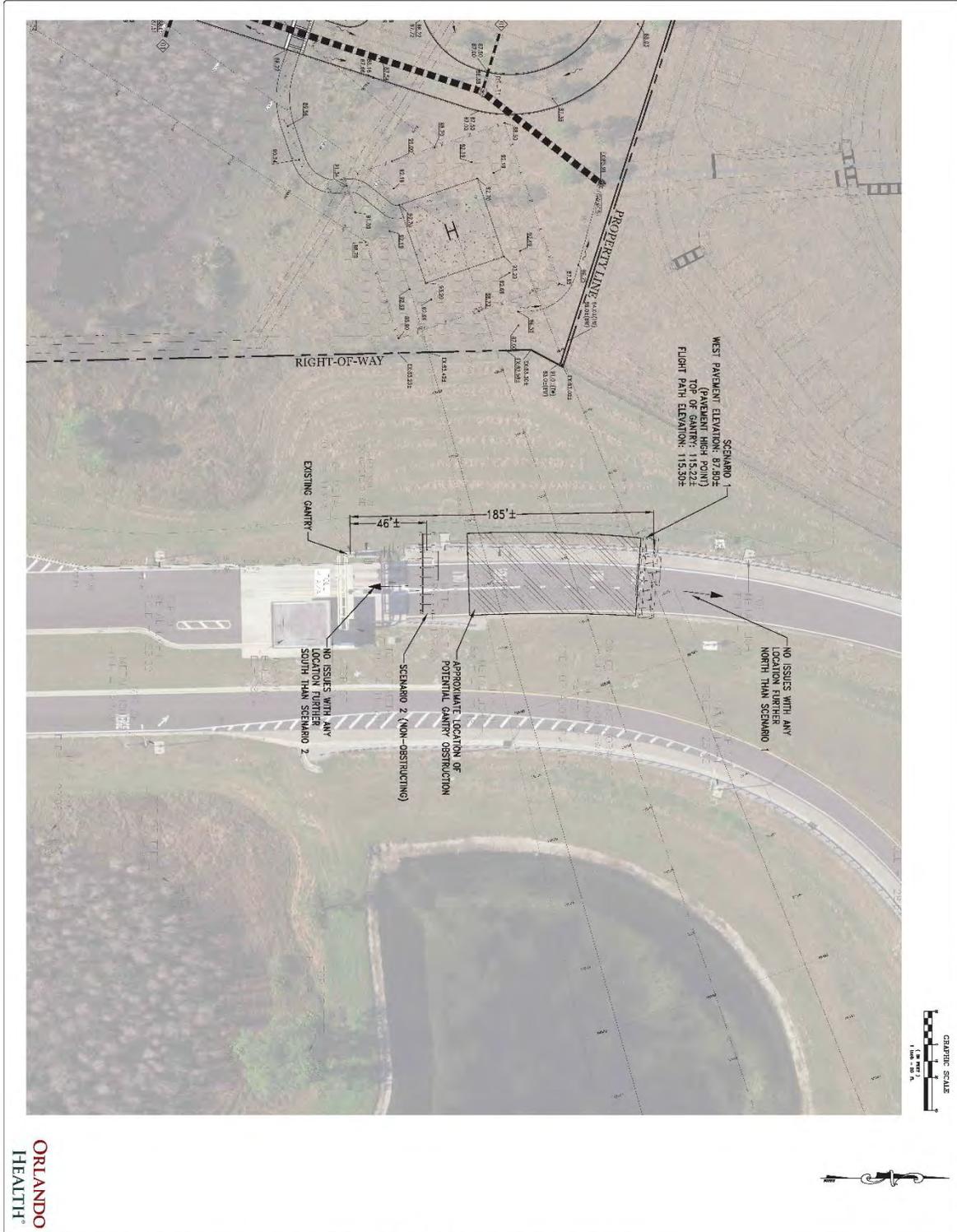


GENERAL CONTRACTOR AUTHORITY		SHEET NO. AS-202	
FEDERAL HIGHWAY DEPARTMENT AUTHORITY		PROJECT NO. 4-29-152	
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		DRAWING NO. 4-29-152	
DATE OF REVISION 10/15/15		REVISION NO. 1	



Exhibit "F"

[AET GANTRY LOCATION AND HEIGHT GRAPHIC]



ORLANDO HEALTH

EX-F

DATE: 08/11/2020
 TIME: 10:00 AM
 PROJECT: ORLANDO HEALTH
 DRAWING: EX-F
 SHEET: 35 OF 35
 SCALE: AS SHOWN
 DRAWN BY: [REDACTED]
 CHECKED BY: [REDACTED]
 APPROVED BY: [REDACTED]

ORLANDO HEALTH - RANDAL PARK
 RANDAL PARK FSED & MEDICAL PAVILION
 ORLANDO, FLORIDA 32832
CFX GANTRY EXHIBIT F

Klima Weeks
 CIVIL ENGINEERING
 300 SOUTH AMERICA ROAD, SUITE 200
 ORLANDO, FLORIDA 32832
 (407) 261-1111
 WWW.KLIMAWEEKS.COM

ATTACHMENT "C"



Dewberry Engineers Inc. | 407.843.5120
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803 | www.dewberry.com

February 17, 2021

Mr. Glenn Pressimone, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: ORLANDO HEALTH LICENSE AGREEMENT

Project: 417-302
CFX Parcel: Portions of 102

Dear Mr. Pressimone:

On behalf of Dewberry Engineers, Inc., as **Consulting Engineer (the "Consulting Engineer")** to the **Central Florida Expressway Authority ("CFX")** does here by certify as follows:

1. We have reviewed the License Agreement for the Helipad Obstruction Lighting within the limited access right-of-way of SR 417 in the Dowden Road area as described in Exhibit A, attached. This license is for the installation of obstruction marking lights on light poles and the required underground electrical conduit within SR 417. In our opinion, based upon the foregoing, we certify that this Agreement would not (1) impede or restrict the operation of the Expressway System; (2) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System; or (3) otherwise impair traffic operations or public safety.
2. Furthermore, this certificate is being provided by the Consulting Engineer to CFX **solely for the purposes of complying with Section 5.4 of CFX's Amended and Restated Master Bond Resolution and the requirements set forth in CFX's Manual** and may not be relied on by any other person or party for any other purpose.

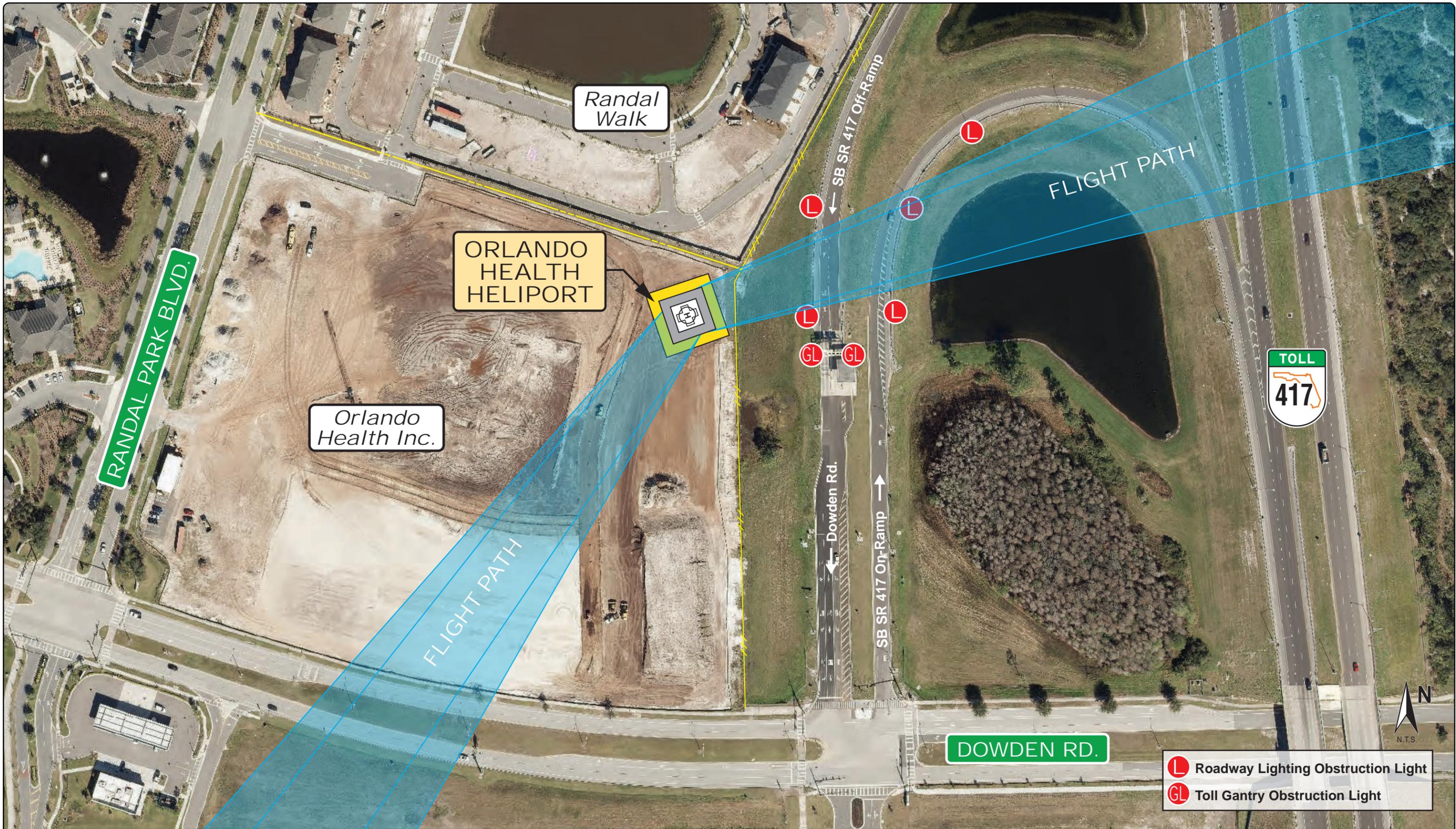
Sincerely,

A handwritten signature in blue ink that reads "R. Keith Jackson".

R. Keith Jackson, P.E.
Program Manager

Attachments

cc: Laura N Kelly, Esq. CFX (w/ enc.)



Orlando Health Heliport



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Right-of-Way Committee Members

FROM: Laura Newlin Kelly, Associate General Counsel *Laura N. Kelly*

DATE: February 15, 2021

RE: Amendment to Central Florida Expressway Authority Rail Easement of Existing Authority Property between Brightline Trains Florida LLC and the Central Florida Expressway Authority
Project: 528-1240; State Road 528
Portions of Parcel 100

BACKGROUND

Brightline Trains Florida LLC f/k/a Virgin Trains USA Florida LLC, f/k/a Brightline Trains LLC, f/k/a All Aboard Florida – Operations LLC (“Brightline”) and the Central Florida Expressway Authority (“CFX”) entered into that certain Rail Line Easement of Existing Authority Property with an effective date as of December 16, 2015, and recorded on December 18, 2016 as Document # 20150654568, Book 11029, Page 9231, of the Public Records of Orange County, Florida (“Agreement”) granting a rail easement to Brightline for the development of the inter-city commercial passenger rail connection between Miami and Orlando with the Orlando terminus located at the Orlando International Airport. A copy of the Agreement is attached hereto as **Attachment “A”**.

Subsequent to entering into the Agreement, CFX acquired certain additional real property identified as Parcel 100 and more particularly depicted on the map attached hereto as **Attachment “B”** and incorporated herein by reference. Brightline and CFX desire to amend the Agreement to include portions of Parcel 100 in the legal descriptions for the Overall Property, Property, and Bridge Piers and Retaining Wall Areas, as more specifically defined in the Agreement. A copy of the proposed Amendment To Central Florida Expressway Authority Rail Easement of Existing Authority Property attached hereto as **Attachment “C”** (“Amendment”).

Pursuant to CFX’s Property Acquisition, Disposition & Permitting Procedures Manual (“Policy”), CFX staff and CFX’s General Engineering Consultant have examined the Amendment and determined that the granting of the Amendment will not (1) impede or restrict the operation of the Expressway System; (2) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System; or (3) otherwise impair traffic operations or public safety. A copy of the certification is attached hereto as **Attachment “D”**.

REQUEST

A recommendation by the Right-of-Way Committee for CFX Board's approval of the Amendment To Central Florida Expressway Authority Rail Easement of Existing Authority Property in a form substantially similar to the attached Amendment, subject to any minor or clerical revisions approved by the General Counsel or designee, or any revisions to the legal descriptions or exhibits as approved by CFX's General Engineering Consultant.

ATTACHMENTS

- A. Rail Line Easement of Existing Authority Property
- B. Map of Parcel 100
- C. Amendment to Central Florida Expressway Authority Rail Easement of Existing Authority Property
- D. Certificate from CFX's General Engineering Consultant

ATTACHMENT "A"

DOC # 20150654568 B: 11029 P: 9231
12/18/2015 10:09 AM Page 1 of 166
Rec Fee: \$1,412.50
Deed Doc Tax: \$1,750.70
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
Ret To: SIMPLIFILE LC

Prepared by/Return to:
Kolleen Cobb, Esq.
Florida East Coast Industries, LLC
2855 S. LeJeune Road, 4th Floor
Coral Gables Florida 33134

Return to:
Karen W. Wankelman
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801

=====

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
RAIL LINE EASEMENT OF EXISTING AUTHORITY PROPERTY**

THIS RAIL LINE EASEMENT OF EXISTING AUTHORITY PROPERTY (this “Easement” or “Agreement”) is made effective as of December 16, 2015 (the “Effective Date”), by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and politic existing pursuant to Chapter 348, Florida Statutes (the “Authority”) and ALL ABOARD FLORIDA – OPERATIONS LLC, a Delaware limited liability company (“AAF” and collectively with the Authority referred to as the “Parties”).

RECITALS

WHEREAS, the Authority was created in 1963 by Chapter 348 Florida Statutes for the purpose of construction and operation of expressways and appurtenant facilities known as the Central Florida Expressway System with the Authority having such other purposes and powers as are set forth in Section 348.754, Florida Statutes (“F.S.”) subject to bond covenants of the Authority and the provisions of the Lease-Purchase Agreement dated December 23, 1985, as amended (the “LPA”) between the Authority and the State of Florida, Department of Transportation (the “Department”);

WHEREAS, on October 3, 2012, the Department advertised a Request for Proposals jointly by the Department and the Authority (the “RFP”) for the State Road 528 right-of-way owned by the Department and the Authority for the purposes of constructing and operating an intercity passenger rail service between Orlando and Miami and the sole proposal, which was submitted by AAF, was determined to be responsive to the RFP;

WHEREAS, since the issuance of the RFP, the Authority has acquired additional land that was not contemplated in the RFP;

WHEREAS, the Authority is the owner of the real property more particularly described on Exhibit “A”, attached to this Agreement and incorporated herein by this reference (the “Overall Property”);

WHEREAS, the Authority is willing to grant AAF easement rights on, over, under, through and across the specified portion of the Overall Property known as the Property (as defined below) for the purpose of constructing and operating Intercity Passenger Rail Service (as defined below), subject to the Authority's rights reserved in this Agreement and the terms and conditions of this Agreement;

WHEREAS, the Intercity Passenger Railroad Service to be operated on the Property by AAF, a railroad company, will be a common carrier service and system, open to the public for transportation-related purposes, shall be part of the public roadway to be used for transportation purposes and shall create a high speed rail system that fulfills an essential public purpose.

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, the Parties hereto covenant and agree as follows:

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

2. GRANT OF EASEMENT; DESCRIPTION OF PROPERTY.

- a. Upon the terms and conditions of this Agreement, the Authority does hereby grant to AAF the rights, privileges and easements on, over, under, through and across all of the real property more particularly described in Composite Exhibit "B", attached to this Agreement and incorporated herein by this reference (the "Property") for the purpose of constructing and operating Intercity Passenger Rail Service (the "Easement"). The Authority hereby agrees that it has not reserved for itself or for others, and that it shall not grant to any person or entity, any rights to construct or operate Intercity Passenger Rail Service on the Property, which rights shall be exclusive to AAF during the Term (as hereinafter defined). This Easement grants to AAF the rights to access (including, without limitation, for ingress and egress), install, place, construct, use, operate, maintain, alter, repair, renew, replace and/or remove Intercity Passenger Rail Improvements in, through, across, over, under and upon the Property; provided, however, that such rights, privileges and easements shall be subject to the terms and conditions of this Agreement, including, without limitation, the terms of Section 5 below as well as the reservations expressly set forth in Section 6 below and, provided further, that the exercise of any rights reserved by or through the Authority with respect to the Property shall be subject to the terms and conditions of this Agreement, including Section 6 below, such that the exercise thereof shall be conducted in a reasonable manner so as to minimize interference with AAF's use and enjoyment of the Property and the safe and reliable operation of the Project and not affect AAF's use and operation of the Intercity Passenger Rail Service or the Project in any material respect (with it being understood that it is material for AAF to be able to operate and maintain the Project in a safe manner in order to deliver uninterrupted service to Project Passengers).

“Intercity Passenger Rail Service” means passenger rail service whose ridership consists of passengers traveling between two or more metropolitan areas, and includes any and all uses and purposes incidental to passenger railroad operations, including without limitation, installing, placing, constructing, occupying, using, operating, altering, maintaining, repairing, renewing and replacing Intercity Passenger Rail Improvements that are reasonably necessary or legally required in connection with the provision of passenger railroad service, operating trains, cars, locomotives and other rail equipment for the movement of such intercity passengers (including excursion and special passenger train service) and the provision of any and all on-board activities that are incidental and related to the transportation of passengers. Notwithstanding the foregoing or anything to the contrary contained herein, the Parties acknowledge and agree that (a) those certain uses ancillary and incidental in the operation of the Project and/or for the benefit of its crew and Project Passengers included within Intercity Passenger Rail Service shall be those more specifically identified and described in Section 30 herein and in Exhibit “C” attached hereto and incorporated in this Agreement and (b) the right to conduct ancillary and incidental uses shall not be construed as authorizing AAF to (i) install, operate, or maintain any billboards or other signage on the Property (with the exception of signage or advertisements as described in Exhibit “C” hereto) or (ii) install, operate, or maintain utilities, telecommunications or other infrastructure for AAF to lease or resell for the provision of services to third parties who are not Project Passengers or AAF’s Project crew or contractors/vendors engaged in the construction, operation, or maintenance of the Project (with it being understood and agreed that the right to conduct ancillary and incidental uses shall authorize AAF to install, operate, or maintain utilities, telecommunications or other infrastructure that AAF may lease, resell or make available for the provision of services to Project Passengers and/or AAF’s Project crew or contractors/vendors while engaged in the construction, operation, or maintenance of the Project). The Parties acknowledge and agree that Intercity Passenger Rail Service is initially contemplated between Orlando and Miami with stops in Ft. Lauderdale and West Palm Beach, and that such Intercity Passenger Rail Service might eventually include additional stops between the Orlando and Miami destinations and/or might be expanded to other destinations beyond the current destinations, but that the addition of certain stops are subject to and as permitted in Section 5 of this Agreement.

“Intercity Passenger Rail Improvements” means all tracks, rails, railbeds, ties, ballast, access ways, switches, rail crossovers, utilities, signals and communication facilities, drainage facilities and any other improvements necessary to provide Intercity Passenger Rail Service within the Property, as well as incidental equipment related thereto to provide on-board services for the benefit of on-board rail passengers, such as telecommunication equipment to provide continuous Wi-Fi and cellular access for the benefit of on-board rail passengers. Further, the term **Intercity Passenger Rail Improvements** includes all cables, conduits, wires, antennae, pipes, low-mass poles for positive train control systems, culverts, equipment, fixtures and apparatus which may be or is proposed to be located on, over or under the Property necessary to provide

Intercity Passenger Rail Service. Notwithstanding the foregoing or anything to the contrary contained herein, the Parties acknowledge and agree that the right to install incidental equipment shall not be construed as authorizing AAF to (i) install, operate, or maintain any billboards or other signage on the Property (with the exception of signage or advertisements as described in Exhibit “C” hereto) or (ii) install, operate, or maintain utilities, telecommunications or other infrastructure for AAF to lease or resell for the provision of services to third parties who are not Project Passengers or AAF’s Project crew or contractors/vendors engaged in the construction, operation, or maintenance of the Project (with it being understood and agreed that the right to conduct ancillary and incidental uses shall authorize AAF to install, operate, or maintain utilities, telecommunications or other infrastructure that AAF may lease, resell or make available for the provision of services to Project Passengers and/or AAF’s Project crew or contractors/vendors while engaged in the construction, operation, or maintenance of the Project).

The description of the Property provided in Composite Exhibit “B” together with the Slope Property and Bridge Piers and Retaining Wall Areas (as such terms are hereinafter defined), and the use of the Maintenance Access Ways and Ponds (as such terms are hereinafter defined) is expected to provide AAF with sufficient property to construct, operate, and maintain those portions of the Project (as defined below) that are located within the Overall Property. The Parties acknowledge that final design and construction of the Project may require adjustment of the description of the Property, the Slope Property, the Signal Pole Area, Bridge Piers and Retaining Wall Areas and/or the Ponds and agree to amend the description to reflect the actual portions of the Property, the Overall Property and the Licensed Property respectively to which easement rights, or a license to use, are granted to AAF under this Agreement. Upon completion of construction of the Project and provision of the survey required under Subsection 8.f.xix of this Agreement, AAF and the Authority shall amend Composite Exhibit “B” to accurately describe the Property. This agreement to adjust the description of the Property is intended to provide a mechanism to allow for shifts in the Project alignment based on conditions on the ground as may be agreed to by the Authority and AAF, but shall not be construed to conflict with the other terms of this Agreement.

- b. Upon the terms and conditions of this Agreement, the Authority does hereby grant to AAF the license on, over, under, through and across the portion of the Overall Property more particularly described in Exhibit “E”, attached to this Agreement and incorporated herein by this reference (the “Southern Slope Property”) for the construction, installation, use, operation, maintenance, repair and improvement of slopes and embankments to support the Easement and the construction and operation of the Intercity Passenger Rail Service and the Southern Maintenance Access Way (as defined in Subsection 8a.) (collectively, the “Southern Slope Improvements”). This license grants to AAF the rights to access the Overall Property (including, without limitation, for ingress and egress), during the initial construction of AAF’s Intercity Passenger Rail Improvements, to install, place,

and construct the Southern Slope Improvements, and thereafter, to access the Southern Slope Property to use, maintain, and/or repair the Southern Slope Improvements. AAF agrees that the construction, operation and maintenance of the Southern Slope Improvements shall be performed and arranged in a manner which will not unreasonably interfere with the Authority's ability to modify or alter the Southern Slope Property to allow for the construction of any future Intermodal Rail Improvements or other proposed future uses which do not interfere with AAF's operation of the Intercity Passenger Rail Service. The plans for such alteration or modification shall be subject to the reasonable approval of AAF and may provide for the construction of a retaining wall or other improvements to allow the continuation of AAF's Intercity Passenger Rail Service. If the Authority constructs a retaining wall or other improvements to allow the continuation of AAF's Intercity Passenger Rail Service without the necessity of support from the Southern Slope Property or the Southern Slope Improvements, AAF agrees upon the completion of such improvements to execute a document terminating its license set forth in this subsection 2b. AAF shall maintain the Southern Slope Improvements until such time as the Authority commences construction of future Intermodal Rail Improvements or other future uses.

- c. Upon the terms and conditions of this Agreement, the Authority does hereby grant to AAF the license on, over, under, through and across the Southern Slope Property for the construction, installation, use, operation, maintenance, repair and improvement of the Southern Maintenance Access Way for access to, across and along the Southern Slope Property in order to access the Property and to perform maintenance on AAF's Intercity Passenger Rail Improvements, that may be located on, over, under, the Property. AAF agrees that the construction, operation and maintenance of the Southern Maintenance Access Way shall be performed and arranged in a manner which will not unreasonably interfere with the Authority's ability to modify or alter the Southern Slope Property to allow for the construction of any future Intermodal Rail Improvements or other proposed future uses, which plans for such alteration or modification shall be subject to the reasonable approval of AAF. If the Authority's construction of Intermodal Rail Improvements or other improvements interferes with AAF's use of the Southern Maintenance Access Way, the Authority shall, to the extent feasible, provide AAF alternative access to the Property mutually acceptable to the Authority and AAF taking into account any space restrictions and provided it does not unreasonably interfere with Commuter Rail Service (as defined herein).
- d. Upon the terms and conditions of this Agreement, the Authority does hereby grant to AAF the license on, over, under, through and across the portion of the Overall Property more particularly described in Exhibit "E", attached to this Agreement and incorporated herein by this reference (the "Northern Slope Property") for the construction and installation of slopes and embankments to support the Easement and the construction and operation of the Intercity Passenger Rail Service and the Northern Maintenance Access Way (as defined in Subsection 8a.) (collectively, the "Northern Slope Improvements"). This license grants to AAF the rights to

access the Overall Property (including, without limitation, for ingress and egress), during the initial construction of AAF's Intercity Passenger Rail Improvements (including, without limitation, for ingress and egress), to install, place, and construct the Northern Slope Improvements. AAF agrees that the construction of the Northern Slope Improvements shall be performed and arranged in a manner which will not unreasonably interfere with the Authority's ability to modify or alter the Northern Slope Property to allow for the construction of any future Intermodal Rail Improvements or other proposed future uses which do not interfere with AAF's operation of the Intercity Passenger Rail Service. The plans for such alteration or modification shall be subject to the reasonable approval of AAF and may provide for the construction of a retaining wall or other improvements to allow the continuation of AAF's Intercity Passenger Rail Service. If the Authority constructs a retaining wall or other improvements to allow the continuation of AAF's Intercity Passenger Rail Service without the necessity of support from the Northern Slope Property or the Northern Slope Improvements, AAF agrees upon the completion of such improvements to execute a document terminating its license set forth in this subsection 2d. It is agreed that the Authority will maintain the Northern Slope Improvements, provided however, if the Authority fails to maintain the Northern Slope Improvements, the Authority grants AAF the license to access the Northern Slope Property to maintain and/or repair the Northern Slope Improvements, except that, after the initial construction of the Northern Slope Improvements, AAF shall be required to execute a Right of Entry Agreement with the Authority substantially similar to the form of agreement in Exhibit "F," attached to this Agreement and incorporated herein by this reference, prior to accessing the Northern Slope Property.

- e. Upon the terms and conditions of this Agreement, the Authority does hereby grant to AAF the license on, over, under, through and across the Northern Slope Property for the construction and installation of the Northern Maintenance Access Way and to perform maintenance on AAF's Intercity Passenger Rail Improvements, including any AAF Drainage Facilities referenced in subsection 2f. below, that might be located on, over, under, the Overall Property. If the Authority's construction of Intermodal Rail Improvements interferes with AAF's use of the Northern Maintenance Access Way, the Authority shall, to the extent feasible, provide AAF alternative access to the Property mutually acceptable to the Authority and AAF taking into account any space restrictions and provided it does not unreasonably interfere with Commuter Rail Service. It is agreed that the Authority will maintain the Northern Maintenance Access Way, provided however, if the Authority fails to maintain the Northern Maintenance Access Way, the Authority grants AAF the license to access the referenced portions of the Northern Maintenance Access Way to maintain, and/or repair said portions of the Northern Maintenance Access Way. AAF agrees and acknowledges that AAF has no right to access the Northern Maintenance Access Way within the Overall Property.
- f. Upon the terms and conditions of this Agreement, the Authority does hereby grant

to AAF during the initial construction of AAF's Intercity Passenger Rail Improvements (including, without limitation, for ingress and egress), the license on, over, under, through and across the Overall Property to enable AAF to install, place and construct (i) the storm water treatment ponds (the "Ponds"), (ii) the storm water treatment swales and the related drainage facilities with respect thereto (collectively, the "Swales"), and (iii) the underground storm water drainage pipes, cross drain pipes, culverts and associated equipment to be built by AAF (the "AAF Drainage Facilities"), all in accordance with and as described in the Approved Plans (as defined in Subsection 8.d.), which may be located outside of the Northern Slope Property and Southern Slope Property and to convey storm water from the Property, the Southern Slope Property and the Northern Slope Property through, over and under the Southern Slope Property, the Northern Slope Property, under and across the portions of the Overall Property into the Ponds or existing waterways. It is agreed that the Authority will maintain the Swales; provided however, if the Authority fails to maintain the Swales, the Authority grants AAF the license to access the Overall Property as required to maintain and/or repair the Swales. AAF shall maintain the Ponds and the AAF Drainage Facilities which may be located outside the Property and, except for the initial construction of the Ponds and AAF Drainage Facilities, AAF shall be required to execute a Right of Entry Agreement with the Authority substantially similar to the form of agreement in Exhibit "F," attached to this Agreement and incorporated herein by this reference, prior to performing such maintenance. Further the Authority shall have no right to change or modify the Ponds, Swales or the AAF Drainage Facilities unless the Authority modifies or constructs new drainage facilities or ponds to compensate for any change in the permitted condition.

- g. Upon the terms and conditions of this Agreement, the Authority does hereby grant to AAF the license to construct, install, use, operate, maintain and repair the signal poles described in the Approved Plans (the "Signal Poles") to be located within the area described on Composite Exhibit "G" attached hereto (the "Signal Pole Area"). AAF shall have no other rights with respect to the Signal Pole Area. The Intercity Passenger Rail Improvements shall include the Signal Poles.
- h. Upon the terms and conditions of this Agreement, the Authority does hereby grant to AAF the license to construct, install, use, and operate, the bridge piers inclusive of the foundations (the "Bridge Piers") and retaining walls inclusive of the supporting straps ("Retaining Walls") described in the Approved Plans. Composite Exhibit "H" attached hereto generally describes and depicts where the Bridge Piers and Retaining Walls are expected to be located, but the exact location for purposes of the license granted pursuant to this subparagraph will be based on the Approved Plans (the "Bridge Piers and Retaining Wall Areas") and this Agreement shall be amended to attach a new sketch and legal description of the Bridge Piers and Retaining Wall Areas consistent with such areas as reflected in the Approved Plans. AAF shall have no other rights with respect to the Bridge Piers and Retaining Wall Areas. The Intercity Passenger Rail Improvements shall include the Bridge Piers and Retaining Walls. In order to perform any maintenance or repairs to the Bridge Piers and Retaining Walls, AAF shall be

required to execute a Right of Entry Agreement with the Authority substantially similar to the form of agreement in Exhibit "F," attached to this Agreement and incorporated herein by this reference.

- i. The Southern Slope Property and the Northern Slope Property are collectively referred to as the "Slope Property." The Ponds, the Slope Property, Bridge Piers and Retaining Wall Areas and the Signal Pole Area are collectively referred to as the "Licensed Property."

3. PRESENT CONDITION. AAF acknowledges that it is accepting the Property and Licensed Property in "as-is" condition except as otherwise expressly set forth in this Agreement, without warranty of title. AAF has inspected the Property and the Licensed Property to the extent desired by AAF and is satisfied with the physical condition of the Property and the Licensed Property. The execution and delivery of this Agreement by AAF is conclusive evidence of AAF's acceptance of the condition of the Property and the Licensed Property, subject to the terms and conditions of this Section and this Agreement. Except as otherwise expressly set forth in this Agreement, the Authority has not made and does not make any representations or warranties as to the physical condition or any matter or thing affecting or pertaining to the Property or the Licensed Property or its suitability for the Project, and AAF expressly acknowledges and agrees that the grant of this Easement is to the Property "AS IS" and AAF takes possession of same "AS IS." It is understood and agreed that all understandings and discussions of the Parties concerning the general subject matter of this Agreement are merged into this Agreement and that this Agreement is entered into after full investigation, with neither party relying upon any statements or representations of the other not embodied in this Agreement. AAF acknowledges that the Authority has afforded and has agreed to continue to afford it the opportunity of a full and complete investigation, examination, and inspection of the Property and the Licensed Property and all matters and items related or connected to the Property and the Licensed Property. There are no express or implied warranties given by the Authority to AAF in connection with the Property or the Licensed Property except as otherwise expressly set forth in this Agreement. AAF EXPRESSLY RELEASES THE AUTHORITY FROM ANY LIABILITY, WARRANTY, OR OBLIGATION TO AAF RELATING TO THE CONDITION OF THE PROPERTY AND THE LICENSED PROPERTY, SPECIFICALLY INCLUDING: LATENT AND PATENT CONDITIONS; ZONING; PERMITTING; SUBSOIL CONDITIONS; STORMWATER DRAINAGE CONDITIONS; THE EXISTENCE OR CONDITION OF ANY UTILITIES; AND ANY AND ALL OTHER MATTERS RELATING TO THE PHYSICAL CONDITION OF THE PROPERTY AND THE LICENSED PROPERTY; PROVIDED, HOWEVER, NOTWITHSTANDING THE FOREGOING, WITH REGARD TO HAZARDOUS OR TOXIC WASTES, SUBSTANCES, AND MATERIALS, OR POLLUTANTS, AAF ONLY RELEASES THE AUTHORITY FROM ANY LIABILITY, WARRANTY, OR OBLIGATION TO AAF RELATING TO THE RELEASE OF HAZARDOUS OR TOXIC WASTES, SUBSTANCES, AND MATERIALS, OR POLLUTANTS, ON OR FROM THE PROPERTY, THE LICENSED PROPERTY, OR ANY ADJOINING LANDS NOT OWNED OR OCCUPIED BY THE AUTHORITY FIRST OCCURRING AFTER THE EFFECTIVE DATE, EXCEPT TO THE EXTENT CAUSED BY OR THROUGH THE AUTHORITY, ITS AGENTS, OR EMPLOYEES, WITH IT BEING UNDERSTOOD AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFICALLY STATED IN SECTION 22 OF THIS AGREEMENT, AAF IS NOT HEREBY ASSUMING

ANY RESPONSIBILITY OR LIABILITY FOR THE PRESENCE OF ANY SUCH HAZARDOUS OR TOXIC WASTES, SUBSTANCES, AND MATERIALS, OR POLLUTANTS, EXISTING BEFORE THE EFFECTIVE DATE OR THE RELEASE THEREOF THAT IS NOT CAUSED BY AAF, ITS AGENTS, EMPLOYEES OR CONTRACTORS, WHETHER KNOWN OR UNKNOWN TO AAF. THE PROVISIONS OF THIS SECTION 3 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

4. TERM. The term of this Agreement shall be for fifty (50) years, beginning on December 1, 2015 and ending on November 30, 2065 (the "Initial Term"), unless sooner terminated in accordance with the terms of this Agreement. Provided this Agreement is in full force and effect and provided that at the time of exercise AAF is using the Property for the Project (subject to Force Majeure Events, as hereinafter defined), AAF shall have the right to renew this Agreement for an additional term of forty-nine (49) years (the "Renewal Term"), under the same terms and conditions, by delivering a written notice of its intention to renew this Agreement to the Authority no later than one hundred eighty (180) days before the end of the current term. The "Initial Term" and the "Renewal Term" (if any) are collectively referred to as the "Term" throughout this Agreement.

5. USE OF THE PROPERTY; COVENANT OF QUIET POSSESSION.

a. AAF shall use the Property and Licensed Property exclusively for the public purpose of the construction, operation, and maintenance of Intercity Passenger Rail Service, and for those certain uses ancillary and incidental in the operation of the Project and/or for the benefit of its crew and Project Passengers, as more specifically identified and described in Section 30 herein and in Exhibit "C" attached hereto and incorporated in this Agreement (the improvements, infrastructure, property utilized for such purposes and such undertaking constitute the "Project"). The term "Project Passengers" shall mean those individual passengers on board or waiting to board the Intercity Passenger Rail Service within the Property. The right to conduct ancillary and incidental uses shall not be construed as authorizing AAF to (i) install, operate, or maintain any billboards or other signage on the Property (with the exception of signage or advertisements as described in Exhibit "C" hereto) or (ii) install, operate, or maintain utilities, telecommunications or other infrastructure for AAF to lease or resell for the provision of services to third parties who are not Project Passengers or AAF's Project crew or contractors/vendors engaged in the construction, operation, or maintenance of the Project (with it being understood and agreed that the right to conduct ancillary and incidental uses shall authorize AAF to install, operate, or maintain utilities, telecommunications or other infrastructure that AAF may lease, resell or make available for the provision of services to Project Passengers and/or AAF's Project crew or contractors/vendors while engaged in the construction, operation, or maintenance of the Project).

b. It is understood and agreed that the Intercity Passenger Rail Service may be expanded to other destinations beyond the current destinations during the Term of this Agreement and/or additional stops or depots may be added, but, prior to including any additional stops or depots between Orlando International Airport and West Palm Beach, Florida, or between Orlando International Airport and Jacksonville, or any expansion west of Orlando International Airport, AAF shall satisfy the following conditions precedent thereto (with the

addition of other stops or depots being permitted hereunder without regard for the following conditions precedent): (i) AAF shall provide the Authority with a reasonably detailed description of the proposed expansion and/or additional stops or depots together with associated internal and consultant studies and reports pertaining to ridership and diverted trips along State Road 528; (ii) at the expense of AAF, the Authority obtains the opinion of the Authority's Traffic and Earnings Consultant for such matters (certified to the Authority in a report), that such expansion and/or additional stops or depots will not cause a reduction in System Pledged Revenues (as such term is defined in the Authority's Amended and Restated Master Bond Resolution adopted by the Authority's governing Board on February 3, 2003, as supplemented and amended from time to time, hereinafter referred to as the "Master Bond Resolution") taking into account any additional compensation with respect to such expansion and/or additional stops or depots that would constitute a System Pledged Revenue, which opinion shall be in form and substance acceptable to the Authority (similar to the opinion obtained by the Authority with respect to the Project prior to the Effective Date); and (iii) at the expense of AAF, the Authority obtains an opinion of the Authority's Bond Counsel (the expense of which will be borne by AAF with each such request) that the same does not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Authority's then outstanding bonds. Until such conditions precedent are satisfied to the reasonable satisfaction of the Authority, no expansion, additional stops or depots may be added to the Intercity Passenger Rail Service between Orlando International Airport and West Palm Beach, Florida, or between Orlando International Airport and Jacksonville, or any expansion west of Orlando International Airport (with it being understood that the satisfaction of said conditions precedent shall be construed as obligating the Authority to approve such stops, depots or expansion but shall not be construed as obligating the Authority to provide AAF the right to use additional property owned by the Authority that is not included within the Property).

c. All rights in and to the Property and Licensed Property not specifically granted to AAF by this Agreement are retained by the Authority, provided, however, that the exercise of the rights reserved by or through the Authority with respect to the Property and Licensed Property shall be conducted in a manner that does not affect AAF's use and operation of the Intercity Passenger Rail Service or the Project in any material respect (with it being understood that it is material for AAF to be able to operate and maintain the Project in a safe manner in order to deliver uninterrupted service to Project Passengers). Subject to the foregoing, the Authority may grant to third-parties the air rights beginning 18 feet above the top of AAF's rails within the Property (perpendicularly or diagonally) at any point along the entire length of the rail corridor within the Property, for purposes of maintaining bridges or flyovers constructed by the Authority over the Property and State Road 528 to connect roadways on either side of the Property and State Road 528. Any such bridges or flyovers, even if owned by third-parties, shall be considered for all purposes hereunder to be the Authority's System and Road Improvements to be completed and maintained by the Authority in accordance with the terms and conditions set forth herein, including, without limitation, the terms of Section 6 regarding the exercise of the Authority's reserved rights and access rights and Section 10 regarding maintenance. Further, as an express condition precedent to the Authority granting to third parties such air rights, any such third party must execute a separate written agreement acceptable to AAF (in its sole but reasonable discretion) regarding the terms and conditions governing the maintenance thereof, which terms and conditions shall, among other things, recognize indemnification and insurance

obligations as well as recognize the priority access rights of AAF's Intercity Passenger Rail Service to use of the Intercity Passenger Rail Improvements. Notwithstanding the foregoing, such separate written agreement will not be required if and to the extent that (a) Authority wishes to grant air rights to Orange County, Florida for purposes of maintenance of all or a portion of any bridge or flyover with respect to the Innovation Way/Beachline Interchange that crosses over the Property and (b) the Authority and AAF execute a written amendment to this Agreement to document the terms and conditions of such maintenance by Orange County, Florida, which terms and conditions shall, among other things, recognize indemnification and insurance obligations as well as the priority access rights of AAF's Intercity Passenger Rail Service to use of the Intercity Passenger Rail Improvements. The foregoing paragraph shall not amend the Declaration, in any way, including, without limitation, the terms and conditions of the Declaration with respect to crossing rights, such as the provisions of Sections 1.2 and 1.5 of the Declaration, as to the parties covered thereunder.

d. Any change in the use of the Property must receive prior written approval from the Authority, which approval may be granted or withheld in its sole and absolute discretion. AAF shall not use the Property to provide Freight Rail Service or Commuter Rail Service (as such terms are defined below). "**Commuter Rail Service**" means passenger rail service whose ridership consists of passengers traveling within the Orlando-Kissimmee-Sanford Metropolitan Statistical Area, as the same is delineated by the United States Office of Management and Budget as of the Effective Date (the "Orlando-Kissimmee-Sanford MSA") as well as passengers from and within Brevard County, Florida traveling to points within the Orlando-Kissimmee-Sanford MSA and passengers from the Orlando-Kissimmee-Sanford MSA traveling to Brevard County, Florida with the commuter trains making stops at two or more stations between Brevard County and the Orlando Airport. "**Freight Rail Service**" means rail service for the transport of freight or cargo and not passengers. AAF shall not use the Property in any manner that would obstruct or interfere with any transportation facilities existing as of the Effective Date or as contemplated in the Existing Eight Laning Memorandum or any Approved Supplemental Eight Laning Memorandum (as each term is defined in Section 8 hereof); or with any other rights in and to the Property which are retained by the Authority under this Agreement, in each instance, unless the same is expressly permitted and described elsewhere in this Agreement, provided that (a) the construction of the Project in accordance with the Approved Plans, and (b) operation of the Project, including the operation of an Intercity Passenger Rail Service and its ancillary train noise and emissions, shall not be deemed to be such an obstruction or interference. "**Intermodal Rail Improvements**" means all tracks, rails, railbeds, ties, ballast, access ways, switches, rail crossovers, utilities, signals and communication facilities, drainage facilities and any other improvements necessary to provide Freight Rail Service or Commuter Rail Service outside the Property and the Signal Pole Area, but which may include the use of the Slope Property and the Bridge Piers and Retaining Wall Areas.

e. AAF will not cause, will not allow those working through AAF to cause and will take reasonable steps to prevent third parties from causing, any nuisance activity of any nature on the Property, provided that, for purposes of this Agreement (i) the construction of the Project in accordance with the Approved Plans, and (ii) operation of the Project, including the operation of an Intercity Passenger Rail Service and its ancillary train noise and emissions, shall not be considered by the Parties to be a nuisance. The Property shall not be used for the

manufacture or storage of flammable, explosive or hazardous materials, with it being acknowledged that flammable, explosive or hazardous materials as would customarily be found in or on or used in the operation of passenger rail cars are permitted, so long as AAF complies with all state or federal laws or regulations regarding hazardous materials or substances that are applicable to the operation of a commercial enterprise such as the Project. AAF will not use or occupy said Property for any unlawful purpose and will, at AAF's sole cost and expense, conform to and obey any applicable ordinances and/or rules, regulations, requirements, and orders of governmental authorities or agencies with jurisdiction over the use and occupation of the Property.

f. AAF shall obtain, at AAF's sole cost and expense, any and all permits or licenses required by applicable law to operate and maintain any facility constructed by or through AAF on the Property as part of the Project. The Authority (at no cost to the Authority) shall reasonably cooperate with AAF in connection with AAF obtaining all such permits and licenses; provided, in no event shall this agreement to cooperate be misconstrued to obligate the Authority to attend any meeting or proceeding or take any action that would, in the Authority's reasonable discretion, be expected to (i) adversely affect any existing rights, entitlements, and/or obligations pertaining to the Property or the Authority's use of the Property (other than to allow for the construction, operation and maintenance of the Project on the Property in accordance with this Agreement), (ii) impose covenants, restrictions or liability upon, or with respect to, the Authority or the Property that are inconsistent with or in contravention of the uses of the Property allowed in this Agreement, or (iii) subject the Authority's funds or property (other than the Property) to the rules, regulations, or jurisdiction of the applicable permitting or licensing agency. Further, for any such permits and licenses to be issued by or through the Authority, the Authority shall process the same in the manner and at such charges, if any, as is customary with others seeking similar permits and licenses.

g. The Authority further hereby covenants that, subject to the terms of this Agreement, and the "Excepted Rights, Documents and Matters" defined below, AAF shall have peaceful and quiet enjoyment of the Property for the Project during the full Term (as defined herein), without interruption or interference by the Authority or any person claiming by, through, or under the Authority, except as otherwise expressly provided for herein. AAF acknowledges and agrees that AAF's right to possession of the Property during the Term of this Agreement will be subject to the following with respect to the Property (the "Excepted Rights, Documents and Matters"): (i) the Authority's rights expressly reserved to the Authority or otherwise expressly provided for in this Agreement (with the exercise of any rights reserved by or through the Authority with respect to the Property to be conducted in a manner that does not affect AAF's use and operation of the Intercity Passenger Rail Service or the Project in any material respect (with it being understood that it is material for AAF to be able to operate and maintain the Project in a safe manner in order to deliver uninterrupted service to Project Passengers)); (ii) the rights of third parties under any permits for Current Utilities as of the Effective Date and under any permits for utilities issued after the Effective Date, subject to the terms of Subsection 6.e and Section 15 hereof; (iii) any rights of the Authority's grantors heretofore conveying any portion of the Property expressly set forth in documents recorded in the Public Records of Orange County, Florida as of the Effective Date; (iv) all covenants, easements, restrictions, reservations, oil, gas and mineral rights, encumbrances, agreements and other matters expressly appearing in the Public Records of Orange County, Florida as of the Effective Date; (v) all matters which could

be discovered by an inspection or survey of the Property existing on the Effective Date; (vi) with respect to any portion of the Property in which fee title is held by the State of Florida Board of Trustees of the Internal Improvement Trust Fund (“TIIF”) (if any), any rights of TIIF, and any and all prior rights of the United States, and any and all prior rights granted by TIIF in documents recorded in the Public Records of Brevard County or Orange County, Florida, as of the Effective Date; (vii) the Existing Eight Laning Memorandum and any Approved Supplemental Eight Laning Memorandum (as each term is defined in Section 8 hereof); and (viii) the right and authority of any police, fire and emergency services and any other security or emergency personnel, including the armed forces, and any Governmental Authority with jurisdiction over the Property to access the Property as necessary for fire and rescue services, emergency management and homeland security purposes, including the prevention of, or response to, a public safety emergency. AAF shall cooperate with police, fire and emergency services and any other security or emergency personnel, including the armed forces, with respect to their exercise of emergency management and homeland security powers. Any entry by the Authority or the State onto the Property required or permitted under this Agreement shall not constitute a reentry, trespass, or a breach of the covenant for quiet enjoyment contained in this Agreement.

h. The construction, operation and maintenance of the Project shall be performed and arranged in a manner which (i) will not unreasonably interfere with the Authority’s use of the Property or with respect to the convenient, safe, and continuous use, or the operation, maintenance and improvement of the Central Florida Expressway System or any portion of the public right-of-way located on or adjacent to the Property and (ii) will be in accordance with the terms of any special permits issued for construction, operation and maintenance of the Project or other safety related matters. In addition, AAF agrees that the construction, operation and maintenance of the Project shall be performed and arranged in a manner which will not unreasonably interfere with the Authority’s ability to modify or alter the Slopes to allow for the construction of any future Intermodal Rail Improvements or other proposed future uses that do not affect AAF’s use and operation of the Intercity Passenger Rail Service or the Project in any material respect (with it being understood that it is material for AAF to be able to operate and maintain the Project in a safe manner in order to deliver uninterrupted service to Project Passengers), which plans for such alteration or modification shall be subject to the reasonable approval of AAF. It is understood and agreed that both during and after completion of construction of the Project, any lighting installed for or in relation to the Project shall be in accordance with rules and regulations mandated by the Federal Railroad Administration and shall be maintained in a manner so as to not create any safety issues or unreasonably interfere with the Authority’s use of the Property or its other properties for transportation purposes as authorized or permitted by applicable law, including its use or operation of the Central Florida Expressway System.

6. RESERVATION OF RIGHTS. In addition to any other rights expressly reserved herein, the Authority reserves for itself, the State, and all grantees, licensees, permittees, and others claiming by, through, or under the Authority or the State, the following rights, including, but not limited to, the right at all times during the Term of this Agreement to enter the Property at all reasonable times and upon reasonable prior notice in the following circumstances, subject to the specified conditions of this Section and this Agreement:

a. AAF acknowledges that the Authority shall have the right to utilize the Maintenance Access Ways for access to, across and along the Property in order to perform maintenance on other Authority facilities (including, without limitation, stormwater ponds), that may be located on, over, under, or adjacent to the Property. In addition, Authority shall have the right to use of the Property and the Slope Property with respect to the convenient, safe, and continuous use, or the maintenance and improvement, of the public right-of-way located on or adjacent to the Property, subject to and in accordance with the terms of this Agreement, including this Section and Section 11, and the terms of the Approved Plans and any permits issued for construction and maintenance of the Project, as well as any safety related matters. The foregoing right includes the Authority's reservation of the right to maintain, expand, install, construct, alter, repair, renew, replace and/or otherwise modify the Authority's transportation facilities by either going over or under the Property and/or Slope Property and AAF's Intercity Passenger Rail Improvements thereon, including altering and/or otherwise modifying the Slope Property to allow for Commuter Rail Service, so long as the Authority does not affect AAF's use and operation of the Intercity Passenger Rail Service or the Project in any material respect (with it being understood that it is material for AAF to be able to operate and maintain the Project in a safe manner in order to deliver uninterrupted service to Project Passengers).

b. If an Event of Default by AAF then exists, the Authority may take any reasonable actions to cure the applicable default in order to protect the interests of the Authority under this Agreement or ensure the continued safety of the traveling public, including entering the Property to perform any work necessary to cure any default and to remediate any release of hazardous substances in violation of this Agreement. If the Authority proceeds pursuant to the foregoing sentence, (i) the Authority's actions shall not be deemed to affect AAF's use and operation of the Intercity Passenger Rail Service or the Project in a material respect and (ii) the amounts reasonably and necessarily incurred by the Authority in doing so shall be reimbursed by AAF to the Authority within thirty (30) days after AAF's receipt of an invoice therefor, accompanied with reasonable documentation of such expenditures, in manner provided for notices under this Agreement as set forth in Subsection 32.o hereof.

c. In the event of an actual or reported emergency, danger, or threat that is reasonably believed by the Authority or police, fire, emergency services, armed forces, and any other governmental security or emergency personnel to have caused (or to present the imminent potential to cause) injury to individuals, damage to property, or threat to the environment or to public safety, the Authority or police, fire, emergency services, armed forces, and any other governmental security or emergency personnel may enter the Property to take, at such times as the Authority or other governmental entity determines necessary in its reasonable discretion and with such notice to AAF as is practicable under the circumstances, such actions as the Authority or other governmental entity determines necessary to respond to or to rectify such emergency, danger, or threat.

d. In the event of any circumstance or event affecting the Project that is not an actual or reported emergency, danger, or threat addressed by Subsection c. above, but is reasonably believed by the Authority to have caused an impairment to the continuous safe operation of State Road 528 or any other Authority-owned transportation facility, and if the Authority in its reasonable discretion determines that, following its written notice to AAF describing the circumstance or event with particularity, AAF is not taking the steps reasonably

necessary to respond to or to rectify such circumstance or event within a reasonable time as is practicable under the circumstances, the Authority may enter the Property to take, at such times as the Authority determines necessary in its reasonable discretion, and with prior written notice to AAF, such actions as the Authority determines may be necessary to respond to or to rectify such circumstance or event or to restore the safe operation of the affected transportation facility, with it being understood and agreed that the use of the Property for the Project in accordance with applicable law, including the operation of an Intercity Passenger Rail Service and its ancillary train noise and emissions, shall not be deemed to cause an impairment to the continuous safe operation of State Road 528 or any other Authority-owned transportation facility.

e. The rights of AAF under this Agreement are subject and subordinate to the rights of the owners of any utilities existing on the Property as of the Effective Date (“Current Utilities”) under the documents governing the same and to the extent the same are inconsistent with AAF’s rights under this Agreement, AAF shall at its expense, attempt to negotiate any needed changes and if not successful in doing so, will remain subject to the same. AAF acknowledges that the Authority may, under current law, be required to issue permits in accordance with the Authority’s rules. With regard to new permits for the installation and maintenance of utilities within the Property from and after the Effective Date, however, the Authority reserves the right to issue such permits in accordance with the Authority’s rules for utilities that will cross the Property perpendicularly (i.e., from north to south) or diagonally, or longitudinally (i.e., from east to west), upon reasonable notice and subject to Section 15 hereof. Notwithstanding the foregoing or anything to the contrary contained herein, AAF shall have the right, but not the obligation, at all times during the Term of this Agreement to install, design, manage, maintain, repair, and rehabilitate utilities or other services for its own account (and not for AAF to lease or resell for the provision of services to third parties who are not Project Passengers or AAF’s Project crew or contractors/vendors engaged in the construction, operation, or maintenance of the Project) to the extent that the said utilities or services are necessary or desirable for the Project.

f. The Authority shall have access to the Property as is reasonably necessary for the Authority to take any reasonable actions in connection with any release of hazardous substances that may have occurred prior to the Effective Date or, if caused by the Authority, after the Effective Date, including sampling of soil and groundwater, monitoring well installations, soil excavation, and groundwater remediation.

g. Upon reasonable prior notice to AAF, the Authority shall have reasonable access to the Property for activities incidental to the Authority’s planning efforts, including but not limited to surveying and conducting an environmental assessment.

h. Upon reasonable prior notice to AAF, the Authority shall have reasonable access to the Property to do any other act or thing the Authority may be obligated to do, or have a right to do, pursuant to statutory authority or under the terms of this Agreement, with it being understood that the Authority has access to the Licensed Property for all such purposes.

i. The reservation of a right by the Authority to enter upon the Property and the Licensed Property and perform any act shall not be deemed to: impose any obligation on the

Authority to do so; make the Authority responsible to AAF or any third party for the failure to do so; or relieve AAF from any of its obligations under this Agreement.

Except as otherwise expressly set forth in Subsections 6.b, 6.d and 10.a of this Agreement with regard to the Authority's self-help rights, the Authority shall exercise its reserved rights in and to the Property, including the foregoing access rights, in a manner that does not affect AAF's use and operation of the Intercity Passenger Rail Service or the Project in any material respect (with it being understood that it is material for AAF to be able to operate and maintain the Project in a safe manner in order to deliver uninterrupted service to Project Passengers). With regard thereto, any such access to the Property may be limited to specific times and will need to be coordinated with AAF following reasonable notice and shall be subject to AAF's standards and requirements for entries onto railroad property, which include, without limitation, the positioning of flag persons, and insurance requirements that are uniformly applicable to contractors performing work within the boundaries of the Project (provided, any such insurance requirement or any indemnification requirement shall apply to the Authority's contractors, but shall not require the Authority to purchase insurance or to make any indemnification in connection with any access that it may exercise through its contractors or employees in connection with any activity otherwise authorized by this Agreement). With regard thereto, it is also acknowledged by the Authority that access to the Property following the commencement of operations of the Project will need to be subject to rules and procedures in order to protect the safety of the public and prevent injury or loss to persons and property, including, without limitation, rules and regulations mandated by the Federal Railroad Administration ("FRA") regarding access to rights of way used for railroad purposes. Without limitation of the foregoing, certain rules that shall govern access before, and after, the commencement of operation of the Project are set forth on Exhibit "D" hereto, as same may be modified from time to time (the "Rules"). The Authority shall require that all access to the Property by or through the Authority, its agents and/or employees shall conform to the Rules. The Rules shall include, among other things, a mechanism by which AAF shall provide a three-hour timeframe for access to the Property within any 24-hour period, when such access is requested by the Authority, in writing, with respect to the Authority's exercise of the foregoing access rights, including the right to maintain, expand, install, construct, alter, repair, renew, replace and/or otherwise modify the Authority's transportation facilities by either going over or under the Property and AAF's Intercity Passenger Rail Improvements thereon. Further, the Rules shall establish procedures by which the Authority shall review with AAF any and all proposed improvements to the Property from and after the Effective Date in order to ensure that any such action is taken in a manner consistent with the Authority's commitment to minimize interference with AAF's use and enjoyment of the Property, which includes an agreement by the Authority to refrain from taking or allowing any action with respect to the Property that would adversely affect AAF's ability to construct the Project as contemplated hereunder, whether taken before or after the completion of the Approved Plans or the commencement of construction. Notwithstanding anything to the contrary contained herein, the Authority's access to the Property during such three-hour timeframe within any 24-hour period shall not be deemed to affect AAF's use and operation of the Intercity Passenger Rail Service or the Project in a material respect (with it being understood that it is material for AAF to be able to operate and maintain the Project in a safe manner in order to deliver uninterrupted service to Project Passengers).

7. AAF'S PROPERTY.

a. During the Term of this Agreement, AAF shall own all facilities, utilities and improvements constructed by or through AAF on the Property, the Slope Property and the Signal Pole Area as part of the Project which are not Road Improvements (as hereinafter defined) (the "Rail Improvements"), with it being understood that such Rail Improvements owned by AAF shall exclude those improvements to Authority transportation facilities provided for in the Road Improvement Plans (as hereinafter defined) (including, but not limited to, the reconstruction of any ramps) constructed by the Authority or by or through AAF that will form a portion of the Central Florida Expressway System (as defined in the Master Bond Resolution and hereinafter referred to as the "Authority's System") (said improvements to the Authority's transportation facilities provided for in the Road Improvement Plans to be constructed by the Authority or by or through AAF are herein referred to as the "Road Improvements"). AAF agrees that all Rail Improvements and Road Improvements constructed by or through AAF on the Property shall be at its risk only and that the Authority shall not be liable for loss or damage to the Rail Improvements or Road Improvements caused by the act of any person, except to the extent caused by an Event of Default (as hereinafter defined) by the Authority or by a tortious act or omission of the Authority, its agents, or its employees, but with respect to tort claims for loss or damage, only to the extent the Legislature has by law waived the Authority's sovereign immunity in tort under the Constitution and laws of the State of Florida. Likewise, the Authority agrees that upon the earlier of (a) its acceptance of the Road Improvements or (b) the authorized use of such Road Improvements by the public, all Road Improvements shall be at its risk only and that AAF shall not be liable for loss or damage to the Road Improvements caused by the act of any person, except to the extent the loss or damage to the Road Improvements is caused by a willful, wanton, or negligent act or omission of AAF, its agents, employees, or contractors, including the negligent design and construction thereof by AAF, its agents, employees, or contractors.

b. Subject to the rights of any Mortgagee (as hereinafter defined) under this Agreement, including the rights set forth in Sections 25 through 29, upon the termination or the expiration of this Agreement, AAF may, within 180 days after termination or expiration of this Agreement, with no obligation to do so, remove all Rail Improvements constructed as part of the Project at no cost to the Authority. AAF may also remove any and all moveable trade fixtures and equipment (specifically including, without limitation, the rolling stock, wayside signals and communications equipment used in the operation of the Project) at no cost to the Authority. If AAF removes any Rail Improvements, then it shall remove all the Rail Improvements and shall then restore the Property where such improvements have been removed to the condition that existed as of the Effective Date (by, for example, removing embankments, track structures and associated improvements and restoring existing topography, re-grading and seeding the areas where improvements were removed and where grass had previously existed) within 365 days after the termination or expiration of this Agreement. The Authority shall provide AAF with reasonable access to the Property for AAF to complete actions permitted and/or required by this paragraph. The terms and provisions of this paragraph shall survive the expiration or earlier termination of this Agreement until completion of such removal and restoration. If AAF elects to not remove all the Rail Improvements, as evidenced by its failure to begin removing Rail Improvements within one hundred eighty (180) days after the termination or expiration of this Agreement, all Rail Improvements and any other AAF property then remaining on the Property

shall be deemed to have been abandoned by AAF, and may be retained or disposed of by the Authority, in its sole discretion, in accordance with applicable law, in which event Authority and AAF shall have no further liability to each other on account thereof. If AAF removes all the Rail Improvements as provided in this paragraph, any other AAF property remaining on the Property on the date that is 365 days after the termination or expiration of this Agreement shall be deemed to have been abandoned by AAF, and may be retained or disposed of by the Authority, in its sole discretion, in accordance with applicable law, in which event Authority and AAF shall have no further liability to each other on account thereof.

c. The terms and provisions of this Section 7 shall survive the termination and expiration of this Agreement.

8. IMPROVEMENTS.

a. It is understood and agreed by the Parties that the Authority's existing State Road 528 right-of-way may be expanded and improved by the Authority, as described in the Technical Memorandum SR 528 (Beachline Expressway), Conceptual Eight Laning Study, dated August 22, 2013 by Atkins North America, Inc. ("Atkins"), inclusive of the Conceptual Level Roadway Design Criteria, Drainage Support Documentation, and Concept Plans attached thereto, all as modified by that certain Supplement to the Technical Memorandum, dated September 26, 2013 by Atkins (collectively, the "Existing Eight Laning Memorandum"). As proposed by AAF, the ultimate design of the Project shall include Rail Improvements and may include Road Improvements and shall take into account and accommodate the planned expansion of and improvements to State Road 528 described in the Existing Eight Laning Memorandum, as may be further supplemented or amended from time to time by the Authority, provided, however, that in designing the Project, AAF shall only be required to take into account and accommodate such further supplements or amendments to the extent that they were requested by AAF (and approved in writing by the Authority, in its sole discretion) or they received prior written approval from AAF, in its sole discretion (such Existing Eight Laning Memorandum as further supplemented or amended from time to time at the request of AAF (and approved by the Authority, in its sole discretion) or with prior written approval from AAF, in its sole discretion, is referred to herein as the "Approved Supplemental Eight Laning Memorandum"). All Road Improvements included as part of the Project shall be constructed in accordance with the Road Improvement Plans, as defined in this Section, as well as the Authority's Construction Project Administration Manual located at the Authority's website at <https://www.ocea.com/DoingBusinessWithUs/ConstructionAdministrationManual/ACPAM/Introduction.aspx> ("ACPAM"), the Authority's General Specifications and Technical Specifications as provided to AAF in connection with each specific Road Improvement to be constructed ("General and Technical Specifications"), the Department's Standard Specifications for Road and Bridge Construction located at the Department's website, at <http://www.dot.state.fl.us/specificationsoffice/Implemented/SpecBooks/2013/Files/2013eBook.pdf> ("FDOT Road and Bridge Standards"), and the Department's standard Design-Build Guidelines located at the Department's website <http://www.dot.state.fl.us/construction/DesignBuild/DBRules/DesignBuildGuidelines.pdf> ("FDOT Design-Build Guidelines") (with the ACPAM, the General and Technical Specifications, the FDOT Road and Bridge Standards and FDOT Design-Build Guidelines that are currently in force at the time the Road Improvements are designed and permitted for

construction collectively referenced herein as the “Authority’s Road Improvement Criteria”). The design and construction of any Road Improvements shall only be undertaken by professional consultants and contractors that are prequalified by the Department and acceptable to the Authority (which acceptance shall not be unreasonably withheld or delayed). AAF shall, at its expense, retain a consulting Construction and Inspection Consultant (the “CEI”) firm prequalified by the Department and acceptable to the Authority to provide the CEI services to the Authority set forth in the ACPAM for all Road Improvements constructed by AAF or its contractor. All required warranties for Road Improvements shall be assignable by AAF and assigned by AAF to the Authority. No at grade crossings of the Authority’s System or other Authority-owned public road will be permitted on the Property. The Authority agrees that all professional consultants and contractors (including without limitation the CEI) that are approved by the Department are deemed to be approved by the Authority.

b. The Project also includes Rail Improvements. All Rail Improvements shall be constructed in accordance with the Approved Plans (as defined below). Before commencing construction of Rail Improvements on a particular portion of the Property, AAF shall provide the Authority with copies of: (i) (A) the construction plans for the Rail Improvements to be constructed on the particular portion of the Property, taking into account and accommodating the planned expansion of and improvements to State Road 528 as described in the Existing Eight Laning Memorandum or any Approved Supplemental Eight Laning Memorandum, which construction plans shall include plans for intelligent transportation system relocation, lighting, signage, utilities, communications systems, access and any maintenance of traffic on existing transportation facilities that will be required for the construction depicted in such plans and any other document incorporated by reference into such construction plans and (B) the long-term operations and maintenance plans for the Project (collectively, the “Railroad Improvement Plans”) and (ii) construction plans for the Road Improvements to be constructed, which plans shall include plans for access and any maintenance of traffic on existing transportation facilities that will be required for the construction depicted in such plans and any other document incorporated by reference into such construction plans, including, where necessary by mutual agreement of the Parties, acting reasonably, space for an access way that is no less than twelve (12) feet wide located south of the proposed rails (the “Southern Maintenance Access Way”) and space for an access way that is no less than twelve (12) feet wide located north of the proposed rails (the “Northern Maintenance Access Way,” which together with the Southern Maintenance Access Way, the “Maintenance Access Ways”) (collectively, the “Road Improvement Plans” and together with the Railroad Improvement Plans, collectively referred to as the “Plans”). The Plans shall not permit lane closures during any holiday period for which the Authority generally suspends work by contractors on the Authority’s System. The Authority may, but shall be not obligated to, review the Plans for the purpose of determining compliance with the provisions of this Agreement and may, but shall not be obligated to, approve or disapprove the Plans in its reasonable discretion. If the Authority reasonably determines that any portion of the Rail Improvements depicted in the Plans conflicts with the obligations of AAF under this Agreement or is otherwise objectionable, the Authority will notify AAF of its determination within twenty-one (21) business days (the term “business day(s)” as used in this Agreement, refers to a day other than a Saturday or Sunday upon which national banks are open for business in Orange County, Florida) of its receipt of the Plans. Any such notice by the Authority shall specifically identify the portions of the Rail Improvements that conflict with the obligations of AAF under this Agreement or the reasons they are otherwise

objectionable and shall particularly describe the nature of the conflict or objection. Upon receipt of such notice, AAF shall cooperate with the Authority to resolve the identified conflict or objection.

c. If the Authority requests AAF to include any additional Road Improvements in its Road Improvement Plans that are not currently contemplated in the Existing Eight Lining Memorandum and are to become part of the Authority's System, and AAF agrees in writing to include such additional Road Improvements and construct same (the agreement to do so being in the sole discretion of AAF and may be denied for any reason with or without justification), then the Authority shall pay or reimburse AAF its expenses and the actual cost to engineer, design and construct such additional Road Improvements. The Parties acknowledge that the Intercity Passenger Rail Improvements are to be elevated at the intersection of the Intercity Passenger Rail Improvements at Monument Parkway/OUC rail facilities (a/k/a International Corporate Parkway (the "ICP")), and that the Parties shall work in good faith to accommodate each Party's construction schedule with respect thereto such that the Intercity Passenger Rail Improvements are completed in a cost effective and timely manner.

d. AAF is authorized to construct the Rail Improvements in accordance with the Railroad Improvement Plans submitted, reviewed and approved by the Authority as described above (or submitted and not reviewed and approved by the Authority as provided above) (the "Approved Railroad Improvement Plans"). Rail Improvements shall also be constructed in accordance with Federal Railroad Administration ("FRA") regulations, requirements and standards, American Railway Engineering and Maintenance of Way Association ("AREMA") standards, and at a minimum, to FRA Class 6 (110 miles per hour operating speed), and all other applicable law, rules, or regulations (collectively, the "Regulations and Standards"). Further, AAF is authorized to construct the Road Improvements in accordance with the Road Improvement Plans submitted, reviewed, and approved by the Authority (the "Approved Road Improvement Plans") and in accordance with the Authority's Road Improvement Criteria, on account of which a permit or authorization to proceed with the Road Improvements is issued (the "Permit"). The Permit, the Approved Railroad Improvement Plans and the Approved Road Improvement Plans are collectively referred to herein as the "Approved Plans". At its option, AAF may submit interim or progress plans for the Road Improvements and/or Rail Improvements for review by the Authority as provided for herein.

e. Each party commits that if the other party is not promptly responding to any request under this Section 8, or if a dispute should arise under this Agreement with respect to the Plans, the Permit or any other issue relating to AAF's design, permitting or construction of the Project, the day-to-day lead person for AAF and the Authority shall, at the written request of either party, endeavor to resolve the issue or dispute by good faith negotiations. If the Parties are unable to resolve their dispute within ten (10) days (the "Dispute Negotiation Period"), then AAF and the Authority shall, at the written request of either party, require that the matter be reviewed by a senior-level executive of each party (in the case of AAF, by a Senior Vice President or higher, and in case of the Authority, by the Director of Engineering or the Director of Construction and Maintenance or higher). If these senior-level executives are unable to resolve the matter within ten (10) business days after the Dispute Negotiation Period (the "Senior Level Review Period"), then AAF and the Authority shall, at the written request of either party,

attempt to mediate their dispute for a period of thirty (30) days following the end of the Senior Level Review Period (the "Mediation Period"), using a third party mediator who is neutral and independent of the Parties to this Agreement (the "Mediator"), such Mediator to be jointly selected by AAF and the Authority within seven (7) business days after the end of the Senior Level Review Period. If the Parties cannot agree on the Mediator within such time period, then within five (5) days thereafter, each party shall select an independent mediator, and those two mediators shall (within five (5) days) select the Mediator. Such mediation shall be conducted in Orange County, Florida, and shall be attended by a senior-level executive of each party. No information exchanged in such mediation shall be discoverable or admissible in any litigation involving the Parties. Any written settlement agreement executed by the Parties incident to any mediation pursuant to this paragraph and, in the case of the Authority, approved by its Governing Board, shall be binding upon the Parties; otherwise neither Party is bound by the mediation process. Such mediation process shall be a condition to either of the Parties filing a lawsuit or an administrative proceeding relating to a dispute with respect to the Plans, the Permit or any other issue relating to AAF's design, permitting or construction of the Project, or other issue herein that first requires dispute resolution.

f. The construction of the Rail Improvements shall be completed in accordance with the Approved Railroad Improvement Plans and the Regulations and Standards and the construction of the Road Improvements shall be completed in accordance with the Approved Road Improvement Plans, the Authority's Road Improvement Criteria and the Permit. Further, the construction of the Project as a whole shall proceed under the following terms and conditions:

i. Construction is expected to commence on or before December 31, 2015 ("Commencement Date") and is projected to be substantially complete on or before November 1, 2017 ("Completion Date"). The actual schedule for construction shall be determined solely by AAF. However, and in any event, should construction of the Project on the Overall Property not commence by January 1, 2021 (subject to extension for Force Majeure Events), the Authority as its sole and exclusive remedy may unilaterally terminate this Agreement as provided below. However, and in any event, should Intercity Passenger Rail Service not commence within ten (10) years from the Effective Date of this Agreement (subject to extension for Force Majeure Events), the Authority as its sole and exclusive remedy may unilaterally terminate this Agreement as provided below. Additionally, should AAF abandon the Project for a period longer than three (3) consecutive years (subject to extension for Force Majeure Events), the Authority, as its sole and exclusive remedy, may unilaterally terminate this Agreement as provided below. For purposes of this Agreement, the terms "abandon" and "abandonment" shall include: (i) the failure to provide any Intercity Passenger Rail Service for three (3) consecutive years; provided, however, if a few trains are operated for a short time period solely for the purpose of avoiding the application of the definition of the term of abandonment by extending or recommencing the three (3) consecutive year period, abandonment shall be deemed to have occurred; (2) the inability to operate Intercity Passenger Rail for more than one hundred eighty (180) days solely due AAF's filing of a bankruptcy petition in any action initiated by, or consented to by, AAF; and (3) AAF's express written notice of abandonment delivered by AAF to the Authority pursuant to the terms of this Agreement that makes specific reference to this section of

this Agreement.

ii. The Authority shall have the authority to temporarily suspend construction work by AAF, wholly or in part, for such period or periods as may be necessary as a result of extreme adverse weather conditions such as flooding, catastrophic occurrences that constitute an unreasonable imposition on the public health, safety or welfare, or upon the issuance of a Governor's Declaration of a State of Emergency. Such suspensions will be in writing and give detailed reasons for the suspension and shall be for the shortest possible time period. Whenever the Authority suspends work, AAF shall be granted additional days equal to the number of days of suspension to extend the ten-year period referenced above. During any period of suspension, AAF shall remove construction equipment and materials from the clear zone, except those required for the safety of the traveling public.

iii. Prior to commencing physical construction on the Project within the Property, AAF (or its contractor) shall obtain (i) a payment and performance bond in an amount not less than the cost of construction of the Road Improvements, written by a surety authorized to do business in the State of Florida, with the Authority as an obligee thereunder, which shall be conditioned upon the prompt payment of all persons furnishing labor, material, equipment, and supplies for the construction of the improvements and (ii) a performance bond in an amount not less than the amount reasonably required to remove the improvements to date within the Property, written by a surety authorized to do business in the State of Florida, with the Authority as an obligee thereunder, which shall be conditioned upon either (A) the completion of the Rail Improvements or (B) the removal of the Rail Improvements. Said bonds in clauses (i) and (ii) above shall each be in a form reasonably acceptable to the Authority and the sureties under said bonds shall meet the requirements for insurers set forth in Section 13 herein. AAF will also have the option of providing the Authority with a different instrument to provide the security described in clause (ii) hereof, such as a letter of credit and/or a guaranty, subject to the Authority's review and approval thereof.

iv. AAF and AAF's contractor shall perform the construction of the improvements for the Project using such means and methodology as will not, except as specifically authorized by the Authority in writing, interfere with the safe and efficient operation of State Road 528 and other transportation facilities located on or abutting the Property. It is understood, however, that lane closures will be permitted as specifically authorized by the Authority in writing or as included in the traffic plans approved by the Authority as part of the Plans and/or Permit pursuant to this Section 8.

v. Prior to commencing construction of the Project, AAF shall provide to the Authority a certification from AAF's contractor, in a form reasonably acceptable to the Authority, verifying that the contractor will not, in any manner in violation of applicable laws and ordinances, use asbestos-containing building materials in the construction of the Project or lead-containing products in pipes or materials in construction of the Project.

vi. All permits and licenses required for construction of the Project shall be obtained by AAF (or its agents or contractors) at AAF's sole cost and expense

from all entities having jurisdiction, including, but not limited to, the following, if and as applicable: Federal Aviation Administration, Federal Highway Administration, FRA, United States Army Corps of Engineers, and the Florida Department of Environmental Protection. The Authority (at no cost to the Authority) shall reasonably cooperate with AAF in connection with seeking all such permits and licenses; provided in no event shall this agreement to cooperate be misconstrued to obligate the Authority to attend any meeting or proceeding or to take any action that would, in the Authority's reasonable discretion, be expected to: (i) adversely affect any existing rights, entitlements, and/or obligations pertaining to the Property or the Authority's use of the Property (other than to allow for the construction, operation and maintenance of the Project on the Property in accordance with this Agreement), (ii) impose covenants, restrictions or liability upon, or with respect to, the Authority or the Property that are inconsistent or in contravention of the uses of the Property allowed in this Agreement, or (iii) subject the Authority's funds or property (other than the Property) to the rules, regulations, or jurisdiction of the applicable permitting or licensing agency. Further, as to any such permits and licenses to be issued by or through the Authority, the Authority shall process the same in the manner and at such charges, if any, as is customary with others seeking similar permits and licenses. AAF shall require all contractors and subcontractors to have all required licenses and certifications. All work performed on the Property shall conform to all applicable federal, state, and local regulations. AAF shall abide by all applicable local development and building codes and regulations and shall provide the necessary studies or data required thereby and shall comply with any applicable provisions of the National Environmental Policy Act. If requested by the Authority, AAF shall provide copies of all permits and reasonable evidence of compliance with applicable local development and building codes and regulations at the time it provides the Authority with Plans for review.

vii. The Authority shall have the right to make such inspections of the Road Improvements and Rail Improvements as it reasonably deems necessary to make sure that all construction is proceeding in accordance with all other terms and conditions of this Agreement, provided that (i) any such inspections shall be conducted in a manner so as to not unreasonably interfere with AAF's construction work and (ii) where reasonable under the circumstances, the Authority shall provide AAF with written notice prior to any such requested inspection. In the event that the Authority's inspector determines that the construction is not proceeding as required by the Plans or that the public health, safety, or welfare is being compromised by the construction in a manner in violation of applicable law, the Authority shall notify AAF in writing, setting forth in reasonable detail the issue(s) identified by the inspector. The Parties shall meet within seven (7) business days after AAF's receipt of the notice in order to discuss the issue(s) and determine a mutually satisfactory resolution, failing which the Parties shall proceed pursuant to the dispute resolution procedure set forth above in this Section 8.

viii. AAF shall provide the Authority no less than thirty (30) days advance written notice before commencing construction of the Project. Within such thirty (30) day period, the Authority shall remove any equipment (including but not limited to road construction and maintenance equipment) located on the Property.

ix. Significant revisions in the design or construction of the Rail

Improvements that deviate from the Approved Railroad Improvement Plans or Regulations and Standards and significant revisions in the design or construction of the Road Improvements that deviate from the Approved Road Improvement Plans, Authority's Road Improvement Criteria or Permit must receive prior written approval from the Authority.

x. All construction of the Project shall be performed in a good and workmanlike manner at no cost or expense to the Authority.

xi. The Authority shall not be required to perform any construction work to prepare the Property for the construction, operation, or maintenance of the Project; however, the Authority shall ensure that access to the Property, in accordance with and provided for in the Approved Plans, is granted to AAF as needed for the construction, operation, or maintenance of the Project pursuant to the Approved Plans.

xii. With respect to the design of the Rail Improvements, prior to the completion of the Plans, the Authority reserves the right to request adjustments to structures or improvements as the Authority reasonably deems necessary for the protection of public health, safety, or welfare, or as may be required by a State or Federal agency with jurisdiction over the Property or the Project, by written notice to AAF setting forth in reasonable detail the adjustments being requested. The Parties shall meet within ten (10) business days after AAF's receipt of the notice in order to discuss the requested adjustments and determine a mutually satisfactory resolution, failing which the Parties shall proceed pursuant to the dispute resolution procedure set forth above in this Section 8. Additionally, the Authority reserves the right to maintain, expand, install, construct, alter, repair, renew, replace and/or otherwise modify the Authority's transportation facilities by either going over or under the Property and AAF's Intercity Passenger Rail Improvements thereon so long as the Authority does not affect AAF's use and operation of the Intercity Passenger Rail Service or the Project in any material respect (with it being understood that it is material for AAF to be able to operate and maintain the Project in a safe manner in order to deliver uninterrupted service to Project Passengers).

xiii. Except in the case of an emergency (and then only to the extent necessary to avoid injury or death to individuals or damage to property) and except for limited access necessary for AAF's performance of its obligations hereunder or its compliance with applicable laws that does not interfere with the Authority's use or operation of such other properties in any material respect, AAF shall not enter upon any property of the Authority or the State adjacent to, above or under the Property, in connection with the Project without the prior approval of the Authority or the State, other than property that is open to the public. Except as otherwise authorized by the Authority in writing, neither AAF nor AAF's contractor is authorized to engage in any construction activities, temporary or permanent, on the Authority's property other than the Property. The Authority shall grant AAF temporary access to the Authority's property that is not part of the Property when necessary for construction of the Project, but it is intended that AAF will use the Property for access in most instances and that the Authority may subject AAF's temporary use of the Authority's property to reasonable rules, restrictions and limitations, including rules regarding stacking or leaving vehicles thereon or using

the same for staging areas and such other reasonable restrictions as the Authority may impose to protect the safety thereof. Such access shall be conditioned upon AAF's obligation to protect and restore any such other Authority property and facilities located thereon, AAF's compliance with the Approved Plans, including the maintenance and traffic plans made a part thereof, and such reasonable restrictions as the Authority may impose to protect the safety of the traveling public.

xiv. AAF shall be liable for all damage to property, real or personal, of third parties to the extent caused by AAF or AAF's contractor in the completion of the Project (and not to the extent caused by others, including, without limitation, the Authority, its agents, or employees).

xv. AAF's storage of materials on the Property shall be confined to areas authorized by the Authority in writing or as shown in the Approved Plans. Temporary buildings may be constructed by AAF only with prior approval of the Authority in writing or as shown in the Approved Plans, and AAF shall bear all costs associated with constructing and removing such temporary buildings. Where materials are transported to a job site, vehicles shall not be loaded beyond the loading capacity prescribed by any applicable federal, state, or local law or regulation. When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by AAF, at no cost to the Authority. AAF shall repair any damage to roads, curbing and sidewalks caused by AAF or AAF's contractor, at no cost to the Authority. AAF shall not store any materials on the Property other than those materials required to construct and/or operate the Project. AAF shall be responsible for any such materials stored at a job site related exclusively to the Project and the Authority shall not be obligated to replace any such Project-related materials lost, damaged, or destroyed at its expense, except to the extent caused by the Authority, its agents, or employees and permitted by law. AAF shall be responsible for clearing from each job site all unreasonable waste materials and rubbish generated by AAF in constructing the Project. Each job site shall at all times be kept free from an unreasonable accumulation of waste material or rubbish (with it being understood that during the construction of the Project the Property shall be a construction site that will be managed by AAF in accordance with reasonable industry standards).

xvi. AAF shall arrange its work for the Project and dispose of its materials so as not to unreasonably interfere with the operations of other contractors engaged in work adjacent to the Property being performed by the Authority or its contractors and to cooperate with the Authority and such other contractors in a reasonable manner in order to endeavor to perform its work in the proper sequence in relation to that of such other contractors about which AAF has been provided advance written notice, all as may be reasonably directed by the Authority. AAF will be liable to the extent damage is done by AAF, its contractors, subcontractors, or agents to work adjacent to the Property being performed by the Authority or its contractors. The Authority shall include provisions substantially similar to these in this Subsection 8.0 in any contracts procured by the Authority after the Effective Date for work to be performed in the vicinity of the Project for the benefit and protection of AAF such that each such Authority contractor shall likewise cooperate with AAF and shall likewise be liable to the extent any damage is done by itself, its subcontractors and/or agents to work at or about the Property for the

Project.

xvii. AAF shall protect all existing structures, improvements, landscaping and drainage systems and facilities on the Authority's right-of-way during construction. AAF shall maintain its work in such condition that adequate drainage will exist at all times. The construction of the Project shall not temporarily or permanently cause a material adverse effect to existing functioning storm sewers, gutters, ditches, and other run-off facilities. Any fire hydrants on or adjacent to the Authority's right-of-way shall be kept accessible at all times and no material or obstruction shall be placed within fifteen (15) feet of any such fire hydrant. Heavy equipment shall not be operated close enough to pipe headwalls or other structures to cause damage or displacement.

xviii. Any and all telecommunication installations shall be consistent with and coordinated with the Authority's overall plans for placement of telecommunications facilities in the Authority's right-of-way in that area through the plan review process described in Section 8. AAF may not install any independent telecommunication facilities except those specifically used for the operation of the Project or as permitted in Sections 2, 5 and/or 30 herein and in Exhibit "C" hereto. After completion of construction, AAF shall have the obligation to specifically call to the attention of the Authority any plans by AAF for the installation of permissible telecommunications facilities that were not reflected in the Approved Plans. It is AAF's intention to place the installation of any such facilities in the Plans submitted for general review by the Authority pursuant to Section 8.

xix. Upon completion of construction of the Project, AAF shall file with the Authority a set of the original drawings, tracings, plans, topographic maps, other maps, and as-built boundary surveys including legal descriptions, along with an as-built set of full-size prints for all structural elements of the Project as well as utility installations. The survey work shall meet or exceed the minimum technical standards for Land Surveyors as set forth in Rule Chapter 5J-17, F.A.C. (2012), pursuant to Section 472.027, F.S. In addition, the as-built plans shall include the identification of all equipment, and interconnection of major equipment components, that were installed upon the Property by or through AAF. AAF's Engineer of Record ("EOR") shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the as-built set, that the work shown on the endorsed sheets was produced by or under the direction of the EOR. With the tracings and the as-built set of prints, the EOR shall submit a final set of design computations. The computations shall be bound in an 8.5" x 11" format and shall be endorsed (seal/signature, as appropriate) by the EOR. The EOR shall also submit the as-built drawings to the Authority in Auto CADD files, using a format and layering system reasonably acceptable to the Authority.

xx. Notwithstanding any provision in this Agreement or the Authority's Road Improvement Criteria to the contrary, without the consent of the owner of any existing utilities installed in, on, or under the Property as of the Effective Date of this Agreement pursuant to permits or other authorization issued by the Authority, construction of the Project shall not interfere with such utilities and no approval of the Plans by the Authority or failure of the Authority to review the Plans shall relieve AAF of

such responsibility.

9. OPERATION. AAF shall operate the Intercity Passenger Rail Service on the Property in a safe and reliable manner, in compliance with the terms of this Agreement (including, without limitation, the long-term operations and maintenance plans for the Project that are made part of the Approved Railroad Improvement Plans) and all applicable federal, state, and local governmental laws and regulations.

10. MAINTENANCE.

a. AAF shall perform such activities as are set forth in AAF's maintenance management plan. Rail Improvements shall be maintained by AAF in accordance with the long-term operations and maintenance plans for the Project that are made part of the Approved Railroad Improvement Plans and in a manner consistent with FRA regulations applicable to FRA Class 6 and AREMA standards. AAF shall also otherwise generally keep and maintain the Property, the portions of the Project located on the Property, and any other structure erected on the Property by AAF, in good working order and safe condition and repair at AAF's own expense during the Term of this Agreement, and shall keep the Property free and clear of the overgrowth of grass, weeds, brush, and debris of any kind, so as to prevent the same becoming dangerous, inflammable, or objectionable. Maintenance shall be accomplished in a manner so as to cause no unreasonable interference with the use of the Property. The Authority shall have no duty to inspect or maintain any of the land, buildings, or other structures, if any, during the Term of this Agreement; however, the Authority shall have the right, upon no less than two (2) business days' written notice to AAF, at the Authority's sole expense, to enter the Property for purposes of inspection, including conducting an environmental assessment if the Authority has reason to believe that a legal violation exists on the Property. Such assessment may include but would not be limited to: surveying, sampling of building materials, soil and groundwater, monitoring well installations, soil excavation, groundwater remediation, emergency asbestos abatement, operation and maintenance inspections, and any other action which might be required by applicable law or commercially reasonable industry practice. The Authority's right of entry shall not obligate inspection of the Property by the Authority, nor shall it relieve AAF of its duty to maintain the Property. Any such inspection by the Authority shall not affect AAF's use and operation of the Intercity Passenger Rail Service or the Project in any material respect (with it being understood that it is material for AAF to be able to operate and maintain the Project in a safe manner in order to deliver uninterrupted service to Project Passengers). If proper maintenance has not been performed by AAF and AAF does not cure the failure within thirty (30) days of the date of its receipt of notice from the Authority, then the Authority may perform or have others perform such maintenance and charge the reasonable and necessary cost of such maintenance to AAF, with it being understood and agreed that the use of the Property for rail purposes (including without limitation train emissions) in accordance with applicable laws shall not require remedial action. If the Authority proceeds pursuant to the foregoing sentence, (i) the Authority's actions shall not be deemed to affect AAF's use and operation of the Intercity Passenger Rail Service or the Project in a material respect and (ii) the amounts reasonably and necessarily incurred by the Authority in doing so shall be reimbursed by AAF to the Authority within thirty (30) days after AAF's receipt of an invoice therefor, accompanied with reasonable documentation of such expenditures, in manner provided for notices under this Agreement as set forth in Subsection 32.o hereof.

b. Notwithstanding the foregoing, it is understood and agreed that, upon the earlier of (i) its acceptance of the Road Improvements or (ii) the authorized use of such Road Improvements by the public, the Road Improvements will form part of the Central Florida Expressway System and shall be owned and maintained by the Authority in accordance with its standard expressway maintenance program and AAF shall thereupon have no maintenance responsibility with regard thereto (which shall not be construed to relieve AAF of liability for damage to the Road Improvements to the extent caused by a willful, wanton, or negligent act or omission of AAF, its agents, employees, or contractors, including the negligent design and construction thereof by AAF, its agents, employees, or contractors).

c. The Authority has an obligation pursuant to Section 5.11 of its Master Bond Resolution to maintain, or cause to be maintained, the Authority's System, with appurtenances and every part and parcel thereof, in good repair, working order and condition, and is further required to make all necessary and proper repairs, replacements and renewals so that at all times the operation of the Authority's System may be properly and advantageously conducted. If there has occurred an event or circumstance that AAF reasonably believes to have caused an impairment to the continuous safe operation of State Road 528 or any other part of the Authority's System (an "Impairment Event") and AAF reasonably believes that such Impairment Event will have a materially adverse effect on the safe, uninterrupted service of the Project, then AAF will provide the Authority and its Consulting Engineer with written notice and a detailed description of the Impairment Event. Within sixty (60) days following its receipt of written notice from AAF of an Impairment Event, the Authority shall provide or cause to be provided to AAF its written analysis of the Impairment Event and its plan to address the Impairment Event so that the portion of the State Road 528 or other part of the Authority's System affected by the Impairment Event is restored to good repair, working order and condition within a reasonable time period based upon the circumstance. If (i) the Authority fails to provide its written analysis to AAF, or unreasonably suspends or discontinues its plan to address the Impairment Event without a plan to continue and complete any repair, renewal, replacement or other improvement necessary to restore the portion of the State Road 528 or other part of the Authority's System affected by the Impairment Event to good repair, working order and condition or (ii) in the event that AAF, in its reasonable discretion, determines that an Impairment Event must be addressed on an expedited basis to avoid injury or death to individuals or damage to property and the Authority is not taking the steps reasonably necessary to respond to or to rectify such circumstance or event within a reasonable time as is practicable under the circumstances following its written notice to the Authority describing the circumstance or event with particularity, then AAF, after prior written notice to the Authority, may take such reasonable steps and actions as AAF reasonably believes are necessary to address the Impairment Event but, in doing so, AAF shall follow the Authority's Road Improvement Criteria and the requirements herein regarding Road Improvements (e.g., the design and construction of any Road Improvements shall only be undertaken by professional consultants and contractors that are prequalified by the Department and acceptable to the Authority (which acceptance shall not be unreasonably withheld or delayed) and AAF shall retain a CEI firm prequalified by the Department and acceptable to the Authority to provide the CEI services to the Authority set forth in the ACPAM for all Road Improvements undertaken by AAF or its contractor. The Authority shall be liable for the costs reasonably and necessarily incurred by AAF in taking any such action, and the Authority shall pay or reimburse AAF from monies on deposit in its System

General Reserve Fund (as defined in the Master Bond Resolution) and available for such purpose; provided, however, that (1) any such payment obligation by the Authority shall be expressly inferior and subordinate to the lien on and pledge of the System Pledged Revenues (as defined in the Master Bond Resolution) securing the payment of any Outstanding Bonds (as such terms are defined in the Master Bond Resolution) of the Authority, and any subordinate lien obligations of the Authority, including without limitation, any Subordinate General Reserve Fund Revenue Bonds and any payment obligations of the Authority to the Department described in Florida Statutes, Section 348.7546 and in that certain Memorandum of Understanding between the Authority and the Department effective on May 29, 2012, and (2) the payment by the Authority to AAF will be made within thirty (30) days after the Authority's receipt of an invoice therefor, accompanied with reasonable documentation of such expenditures, in manner provided for notices under this Agreement as set forth in Subsection 32.o hereof. To the extent that the Impairment Event has been caused by AAF, its agents, employees, contractors or any other person performing services, activities or other actions for, on behalf of, or at the direction of AAF, the Authority shall have no obligations under this Section to pay or reimburse AAF. As used in this Section, AAF's "reasonable belief" or what AAF "reasonably believes" must be based upon the written advice of an engineering consultant who has been prequalified by the Department to provide engineering services on major bridge and roadway projects in the State of Florida.

11. RELOCATION RESPONSIBILITIES; CONDITIONS FOR SHARED USE OF RAIL IMPROVEMENTS.

a. AAF shall design and construct the Project on the Property in a manner that takes into account and accommodates the planned expansion of and improvements to State Road 528 described in the Existing Eight Laning Memorandum or any Approved Supplemental Eight Laning Memorandum. The Authority acknowledges that the Project will represent a substantial capital investment by AAF and that relocation of the Project after construction will, in certain areas, be difficult or impracticable. Subject to AAF's obligations to build the Rail Improvements in accordance with the Approved Railroad Improvement Plans, and AAF's obligations as to Current Utilities and Future Utilities as set forth in Subsection 6.e and Section 15 of this Agreement (collectively, the "AAF Design and Construction Obligations"), the Authority agrees that the Authority and all persons claiming by or through the Authority, including those with agreements, contracts and/or permits with the Authority, will, at no cost to AAF, accomplish future expansion, improvement, or alteration of the Authority's State Road 528 right-of-way or any other Authority owned facility adjoining or crossing the Property in a manner that does not require relocation of the Project as constructed in accordance with the provisions of this Agreement. Except when necessitated by a breach of the AAF Design and Construction Obligations, if the Authority desires to relocate at the Authority's cost and expense some part of the Project, the Authority shall provide AAF with a proposal for the relocation and AAF agrees to consider the proposal in good faith provided that (i) any such proposed relocation must receive prior written approval from AAF, in its sole discretion, for the Parties to proceed therewith, and (ii) the Parties acknowledge and agree that once the Project is constructed, the avoidance of affecting AAF's use and operation of the Intercity Passenger Rail Service and the Project in any material respect is required (with it being understood that it is material for AAF to be able to operate and maintain the Project in a safe manner in order to deliver uninterrupted

service to Project Passengers).

b. It is understood and agreed that nothing in this Agreement entitles the Authority or any other party claiming through the Authority to the use of the Rail Improvements during the Term. If the Authority desires to propose the possible shared use of the Rail Improvements for any purpose, including without limitation Commuter Rail Service or Freight Rail Service, the Authority shall provide, or cause to be provided, to AAF a proposal for such shared use and AAF agrees to consider the proposal in good faith provided that (i) any such shared use must receive prior written approval from AAF, in its sole discretion, of the proposed shared use and the written agreements by which such use shall be accomplished, which agreements shall, without limitation, include terms and conditions regarding the ownership and maintenance of improvements, AAF's control of dispatch and AAF's priority access for its service, as well as the financial terms related thereto, and (ii) the Parties acknowledge and agree that any such shared use must not affect AAF's use and operation of the Intercity Passenger Rail Service or Project in any material respect (with it being understood that it is material for AAF to be able to operate and maintain the Project in a safe manner in order to deliver uninterrupted service to Project Passengers).

12. INDEMNIFICATION.

a. Third Party Claims: Subject to the terms and conditions of this Section 12, AAF shall defend, indemnify, save and hold harmless the Authority and all of its officers, agents and employees, from any and all third-party causes of action and claims for losses, damages, costs, claims, demands, suits, judgments, fines and penalties of any kind or nature, and reasonable attorneys' fees (including appellate and regulatory attorney's fees), to the extent arising out of any act, error, omission, negligence or willful misconduct by or through AAF or its employees, agents, contractors, or subcontractors made in connection with AAF's use of the Property, or any part thereof, or AAF's construction, operation or maintenance of the Project (a "Claim" and collectively "Claims"); provided, however, that AAF will not be liable under this subsection (a) for any Claim to the extent arising out of any act, error, omission, negligence or willful misconduct by or through others, including, without limitation, the Authority, or any of the Authority's officers, agents, employees, or contractors. AAF's above obligation shall be triggered by the Authority's written notice and tender of a Claim for defense and indemnification to AAF that is covered by this subsection (a). For Claims covered by this subsection (a), AAF shall provide counsel reasonably acceptable to the Authority and pay all reasonable attorneys' fees and other litigation costs incurred to fulfill AAF's defense and indemnification obligations under this subsection (a). Within thirty (30) days after receiving written notice of a Claim covered by this subsection (a), AAF shall send written notice to the Authority setting forth a statement of known facts pertaining thereto. AAF shall promptly send the Authority a copy of any summons, suit, or subpoena served upon or received by AAF or any of its agents, employees, or representatives, which asserts a claim or cause of action based upon any act, error, omission, negligence or willful misconduct of AAF or its employees, agents, contractors, or subcontractors in connection with AAF's use of the Property, or any part thereof, or AAF's construction, operation or maintenance of the Project. If the Authority receives notice of a Claim for damages that may have arisen as a result of an act, error, omission, negligence or willful misconduct of AAF or its employees, agents, contractors, or subcontractors, the Authority will

promptly forward the Claim to AAF. The Authority's failure to promptly notify AAF of a Claim will not act as or constitute a waiver of any rights of the Authority under this Agreement, except to the extent that AAF is prejudiced in a material respect as a result of such failure. As AAF proceeds to defend, indemnify, save and hold harmless the Authority from any Claim hereunder, (i) AAF shall control the defense thereof, (ii) the Authority shall, at AAF's cost and expense, provide such assistance and cooperation in good faith as may reasonably be required to ensure the proper and adequate defense of such Claim and (iii) AAF shall have the right, without the consent of the Authority, to enter into any settlement of any such Claim so long as the settlement imposes no cost or expense on the Authority. Moreover, in no event shall the Authority have the right to enter into any settlement of any such Claim that it seeks to have indemnified hereunder without the prior written consent of AAF, which may be withheld in its sole discretion. Notwithstanding the foregoing or anything to the contrary in this Agreement, in no event shall the requirements of this subsection (a) be construed to provide an independent legal basis to hold AAF or the Authority liable to any other person or entity for any damages, whether direct, indirect, punitive, special or consequential damages (including, but not limited to, loss of profits, interest or earnings). Nothing in this subsection (a) shall be construed as a waiver or attempted waiver by the Authority of its sovereign immunity in tort under the Constitution and the laws of the State of Florida.

b. Damage to Authority Facilities: AAF shall also indemnify and hold harmless the Authority from any other actual losses, damages or costs of any kind or nature to State Road 528 or any other Authority owned facility or property, to the extent arising out of any act, error, omission, negligence or willful misconduct by or through AAF or its employees, agents, contractors, or subcontractors in connection with AAF's use of the Property, or any part thereof, or AAF's construction, operation, or maintenance of the Project; provided, however, that AAF will not be liable under this subsection (b) for any losses, damages or costs to State Road 528 or other Authority owned facility or property to the extent arising out of any act, error, omission, negligence or willful misconduct by or through others, including, without limitation, the Authority, or any of the Authority's officers, agents, employees, or contractors.

c. Survival: This Section 12 shall remain in full force and effect in accordance with its terms and shall not be terminated by any breach (fundamental, negligent or otherwise) by any Party of its representations, warranties or covenants hereunder or by the expiration, termination, or rescission of this Agreement by any Party.

13. INSURANCE. The following insurance is required under this Agreement:

a. On the Effective Date, AAF shall obtain and maintain, at its sole cost and expense, commercial general liability insurance under one or more policies covering against loss or liability in connection with bodily injury, personal injury, death, or property damage, occurring on or about the Property to the extent arising out of any act, occurrence, or omission, for which AAF can be legally liable therefor in connection with AAF's use of the Property, or any part thereof, or AAF's construction, operation, or maintenance of the Project (provided, no liability coverage is required if not included in the then current commercial general liability coverage forms filed by its insurance carrier, from time to time, with the Florida Office of Insurance Regulation, with all coverage exclusions therein in effect). The commercial general

liability insurance coverage obtained by AAF under one or more policies as described above shall extend coverage to the Authority as an additional insured (by endorsement to such policy(ies)). The commercial general liability insurance policy shall be written on an occurrence basis. The commercial general liability insurance coverage shall be in an initial amount of not less than TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00) combined single limit for bodily injury, personal injury, death and property damage per occurrence, which limit may be provided by a combination of primary and excess/umbrella coverage. Prior to commencing physical construction of the Project within the Property, the commercial general liability insurance coverage amount shall be increased to a limit of not less than TWO HUNDRED MILLION AND NO/100 DOLLARS (\$200,000,000.00) combined single limit for bodily injury, personal injury, death and property damage per occurrence, which limit may be provided by a combination of primary and excess/umbrella coverage. Upon commencement of Intercity Passenger Rail Service to the paying public, AAF shall obtain and maintain, at its sole cost and expense and in lieu of the foregoing commercial general liability insurance policy, railroad liability insurance under one or more policies providing coverage against loss or liability in connection with bodily injury, personal injury, death, or property damage, occurring on or about the Property to the extent arising out of any act, occurrence, or omission, for which AAF can be legally liable therefor in connection with AAF's use of the Property, or any part thereof, or AAF's operation or maintenance of the Intercity Passenger Rail Service or the Project. The railroad liability insurance coverage to be obtained by AAF shall be maintained under one or more policies and, as described above, shall extend coverage to the Authority as an additional insured (by endorsement to such policy(ies)). Each such railroad liability insurance policy shall be written on an occurrence basis, or where such policy cannot not be procured on an occurrence basis at commercially reasonable rates after good faith effort to procure same by AAF, on a "claims made" basis. The insurance coverage shall not be less than TWO HUNDRED MILLION AND NO/100 DOLLARS (\$200,000,000) per occurrence, or on a claims made basis as the case may be depending on the type of policy procured, which limit can be provided by a combination of primary and excess coverage.

b. The foregoing policy or policies under which such commercial general liability or railroad liability coverage is provided may include a deductible or self-insured retention not in cumulative excess of TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00) on the condition that:

i. Each such insurance policy explicitly provides that the obligations of the policy issuer(s) to the Authority as an additional insured shall not be diminished in any way by AAF's failure to pay its deductible or self-insured retention obligation for any reason (or, in the alternative, if such policies do not so provide with regard to self-insured retentions (A) each such insurance policy explicitly provides that the Authority may pay such self-insured retention should AAF fail to do so when due, and (B) AAF provides security in favor of the Authority, which shall insure the prompt payment of such self-insured retention when due, such as a bond, a letter of credit and/or a guaranty, each subject to the Authority's review and approval of the form and content thereof);

ii. AAF delivers documentation to the Authority upon request, but no less frequently than annually, that provides assurance to the Authority's reasonable

satisfaction that the self-insurance arrangements adequately protect the Authority against liability for bodily injury, personal injury, death and property damage. For example purposes only and not as a means of limitation, an adequate, segregated self-insurance retention fund to cover the deductible or self-insured retention amount will be deemed to satisfy the requirements of this subsection (ii); and

iii. AAF promptly pays any and all amounts due under such deductible or self-insured retention in lieu of insurance proceeds which would have been payable if the insurance policies had not included a deductible or self-insured retention amount.

As used in this Agreement, “self insurance” shall mean that AAF is itself acting as though it were the insurance company providing the insurance required under the provisions of this Agreement. AAF shall furnish evidence of insurance reasonably acceptable to the Authority before the Effective Date and of the increased limit before commencing physical construction of the Project within the Property and shall provide the Authority with evidence of renewal or replacement insurance at least thirty (30) days prior to the expiration or termination of such insurance.

c. Prior to entering the Property to commence any physical work covered thereby, AAF shall provide evidence, in a policy reasonably acceptable to the Authority, of professional liability insurance in a minimum amount of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) for any engineering, architectural, or land surveying work required in constructing the Project on the Property, procured and maintained by those third parties performing such work for or on behalf of AAF. AAF shall provide evidence of such required professional liability insurance coverage at all times during activities on the Property covered thereby, with tail coverage for at least three (3) years after completion of construction of the Project. AAF shall furnish evidence of such insurance reasonably acceptable to the Authority before commencing any physical work covered thereby within the Property and shall require the third parties performing the foregoing work for or on behalf of AAF to provide AAF and the Authority with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

d. Prior to entering the Property to commence any physical activities therein, AAF shall provide evidence of worker’s compensation insurance in the amount required by law and employer’s liability coverage of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence, covering all persons employed by AAF in connection with AAF’s activities and operations within the Property. Such insurance shall be endorsed to provide coverage for any and all liabilities resulting from any applicable employee liability regime, including without limitation, the Federal Employers Liability Act.

e. Prior to commencement of any physical construction of the Project within the Property, AAF shall provide evidence of builders’ risk insurance in the amount of the construction cost of the Rail Improvements, with waiver of subrogation provisions.

f. Upon completion of construction of the Project and prior to commencing operations of the Project within the Property, AAF shall provide evidence of extended or broad

form coverage property insurance with waiver of subrogation provisions covering the Rail Improvements, with coverage sufficient to cover the probable maximum loss of such Rail Improvements and alterations made by AAF pursuant to the terms hereof, which shall include coverage for damage by fire and lightning, theft, vandalism and malicious mischief, or the ISO Causes of Loss - Special Form, as well as flood insurance.

g. Except with respect to railroad liability insurance as set forth below, all insurance policies required to be carried by AAF as provided in this Section shall be issued by insurance companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or an eligible surplus lines insurer under Section 626.918, F.S., or with respect only to Workers' Compensation Insurance, authorized as a group self-insurer pursuant to Section 440.572 F.S. which has been in continuous operation in the State of Florida for five (5) years or more or authorized as a commercial self-insurance fund pursuant to Section 624.462, F.S. which has been in continuous operation in the State of Florida for five (5) years or more. In addition, such insurers, other than those authorized by Section 440.572, F.S. (individual self-insurers) or Section 624.462, F.S. (commercial self insurance funds), shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to the most recent edition of "Best's Key Rating Guide" for insurance companies. It is acknowledged and agreed that insurers providing railroad liability insurance at the applicable coverage limits may not meet the foregoing requirements and such policies may need to be procured from providers outside the United States of America. Nevertheless, such insurers shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to the most recent edition of "Best's Key Rating Guide" for insurance companies. AAF shall furnish to the Authority, not less than fifteen (15) days before the date the insurance is first required to be carried by AAF, and thereafter before the expiration of each policy, true and correct certificates of insurance, using the appropriate ACORD form of certificate or its equivalent, and necessary endorsements evidencing the coverages required under this Section and the inclusion of the Authority as an additional insured, with a copy of each policy, if requested by the Authority (with the exception of workers' compensation insurance and professional liability insurance on account of which the Authority shall not be an additional insured). Such certificates shall provide that should any policies described therein be cancelled before the expiration date thereof, notice will be delivered to the certificate holder by the insurer in accordance with the policy provisions regarding same. Further, AAF agrees that the insurance coverage required from AAF hereunder shall not be terminated or modified in any material way without thirty (30) days advance written notice from AAF to the Authority and that AAF shall require the third parties performing the foregoing work for or on behalf of AAF to provide AAF and the Authority with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. Each policy required from AAF hereunder shall be written on an occurrence basis (except for any professional liability insurance policy, which shall be written on a claims-made basis as provided hereinabove, and with the possible exception of the railroad liability insurance policy when the same cannot be procured on an occurrence basis as provided for in Subsection 13.a herein).

h. In the event AAF shall fail to procure insurance required under this

Section or fail to maintain the same in full force and effect continuously during the Term of this Agreement and any renewal thereof or fail to meet its obligations with respect to any deductible or self-insured retention amount under this Agreement, the Authority shall be entitled, after thirty (30) days prior written notice to AAF of AAF's default hereunder and AAF's failure to cure such default within said thirty (30) days, to require AAF to immediately discontinue all construction activities related to the Project and immediately discontinue operation of the Project until AAF has provided the Authority reasonably satisfactory evidence that the required insurance has been obtained and the other obligations of AAF under this section have been met. No cessation of construction or operations required by the Authority under this section shall relieve AAF of any of its other obligations under this Agreement.

i. To the extent permitted by applicable law, the Authority and AAF hereby waive all rights against each other, and against their consultants, contractors, subcontractors, sub-subcontractors, agents and employees, for damages covered and paid by property insurance obtained by either in connection with the Property. The property insurance policies (including policies for builder's risk insurance) obtained by AAF related to the Property or the Project from and after the Effective Date shall provide waivers of subrogation by endorsement or otherwise.

14. EMINENT DOMAIN. AAF acknowledges and agrees that its relationship with the Authority under this Agreement is one of easement holder and no other relationship either expressed or implied shall be deemed to apply to the Parties under this Agreement. Termination of this Agreement by the Authority pursuant to the terms of this Agreement for any cause expressly provided for in this Agreement shall not be deemed a taking under any eminent domain or other law so as to entitle AAF to compensation for any interest suffered or lost as a result of termination of this Agreement, including but not limited to (a) any residual interest in the Agreement, or (b) any other facts or circumstances arising out of or in connection with this Agreement. AAF acknowledges it has no property interest associated with this Agreement under state or federal law other than an easement interest under this Agreement. However, if the Authority commences an actual eminent domain proceeding to condemn any or all of AAF's easement interest in the Property under this Agreement, AAF shall have the right to seek just compensation for damages in accordance with applicable law. The intent of this section is that: (y) AAF shall not be entitled to assert claims in inverse condemnation or for eminent domain damages, fees, or costs (business, severance or otherwise) in any action between the Parties that is fundamentally a dispute over the rights and responsibilities of the Parties under this Agreement (including the rights of the Authority to terminate this Agreement); but (z) AAF will be able to fully defend against a purely eminent domain action brought by the Authority in which the issues are the Authority's right under the Florida Constitution and applicable Florida Statutes to condemn all or a part of AAF's easement interest and the compensation AAF may be entitled to as a result of the condemnation. Notwithstanding the foregoing, or anything to the contrary contained in this Agreement, it is understood and agreed that AAF has not waived, but rather has expressly reserved, any and all rights, remedies and defenses available to AAF, at law and in equity, in the event that any use, occupancy, or title of the Property, or any part thereof, is taken, requisitioned or sold in, by or on account of any actual or threatened eminent domain proceeding or other action by any person or authority not a party to this Agreement having the power to do so through eminent domain or other law, including without limitation, the right to seek just compensation for damages arising out of any such taking and the right to seek adequate

substitute facilities in accordance with law.

15. UTILITIES. In addition to the provisions of Section 6.e herein:

a. AAF shall be responsible, at no cost or expense to the Authority, for locating and identifying potential conflicts between the Project and Current Utilities. In the event that any conflicts exist with Current Utilities as of the Effective Date, AAF shall make such adjustments in the Project, at no cost or expense to the Authority, so as to avoid the conflict and not disturb the utility without the utility's consent, with it being understood and agreed that nothing herein shall prevent AAF from negotiating, and completing, the relocation of any such Current Utilities with the owners thereof at no cost or expense to the Authority.

b. For utilities to be installed on the Property pursuant to an Authority permit issued after the Effective Date ("Future Utilities"), the Authority shall deliver advance written notice to AAF describing, with specificity, the use and location thereof. When the Authority receives a completed application for a permit to install Future Utilities, the Authority will provide a copy of the completed application to AAF in the manner provided for notice under this Agreement. AAF shall advise the Authority in writing of any potential conflicts between the identified Future Utility and the Project that would adversely affect AAF's use and operation of the Intercity Passenger Rail Service or the Project in any material respect (with it being understood that it is material for AAF to be able to operate and maintain the Project in a safe manner in order to deliver uninterrupted service to Project Passengers) and any specific written objections to the issuance of the permit within ten (10) days of its receipt of a copy of the completed application from the Authority for the Authority to document appropriate conditions when issuing the permit. AAF shall at the same time provide a copy of its response of any potential conflicts with specific written objections to the Future Utility permit applicant and the Authority's Maintenance Engineer at the local office identified in the Authority's notice. Access by or through the Authority to the Property for any such Future Utilities shall be subject to the terms of Section 6 and Future Utilities shall be installed, permitted, designed, managed, maintained, inspected, repaired and rehabilitated (whether by the Authority, the State or third parties) in compliance with the Authority's rules and in accordance with conditions imposed by the Authority in accordance with this Agreement to avoid an adverse material effect on AAF's use and operation of the Project identified by AAF to the Authority as provided above in this subsection b.

c. AAF shall be responsible, at no cost to the Authority, for any property damage to (i) any Current Utilities and (ii) Future Utilities about which AAF receives advance written notice from the Authority (describing, with specificity, the use and location thereof), to the extent caused by AAF's construction, operation, or maintenance activities on the Property and AAF shall hold the Authority harmless pursuant to Section 12 to the extent that Claims of property damage to such Current Utilities and Future Utilities are made by the owners of such utilities arising out of any act, error, omission, negligence or willful misconduct of AAF or its employees, agents, contractors, or subcontractors.

d. Any utilities providing services to AAF in connection with the operation,

maintenance, improvement or repair of Intercity Passenger Rail Service shall apply to the Authority for a utility permit under its rules applicable thereto if installing facilities in the Property. For purposes hereof, "utility(ies)" shall mean infrastructure such as pipes, wires, pole lines, and appurtenances used to transport or transmit, electricity, steam, gas, water, waste, voice or fiber optic cable, data communications, cellular service, radio signals, or storm water not discharged onto the Property, other facilities and uses treated as utilities by governmental departments of transportation or railroads or any other installation for which a permit is required by the Department in accordance with the Department rules adopted under Section 337.401, Florida Statutes or the rules of the Authority.

Notwithstanding the foregoing, AAF shall have the right, but not the obligation, at all times during the term of this Agreement, to install, design, manage, maintain, repair, and rehabilitate utilities or other services for its own account that are necessary or legally required for the operation, maintenance, improvement or repair of Intercity Passenger Rail Service.

16. TAXES AND ASSESSMENTS. AAF shall pay and discharge as they become due, promptly and before any delinquency, all lawfully imposed taxes, assessments, rates, charges, license fees, levies, excises or imposts (collectively, "Taxes"), whether general or special, ordinary or extraordinary, of every name, nature, and kind whatsoever imposed as a result of AAF's use or occupancy of, or conduct of business on or from, the Property or the operation of the Project, including, but not limited to, all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, or charged, including any ad valorem, personal property, or other potentially applicable tax imposed by virtue of the provisions of law, including, but not limited to Chapters 196 or 212, F.S., that may become a lien or charge on or against the Property, AAF's interest in the Property, or any part of the Property. If requested by the Authority, AAF shall obtain and deliver receipts or duplicate receipts for all Taxes required under this Agreement to be paid by AAF. Nothing herein shall prevent AAF from challenging any Taxes.

17. EVENTS OF DEFAULT. Each of the following events is hereby declared an event of default ("Event of Default"):

a. Event of Default by AAF:

i. The determination that any warranty, representation or other statement by AAF contained in this Agreement, was known to be false or misleading at the time made in any material respect.

ii. The entry of an order or decree, with the acquiescence of AAF, appointing a receiver for any part of the Project; or if such order or decree, having been entered without the consent or acquiescence of AAF, shall not be vacated or discharged or stayed on appeal within 120 days after the entry thereof.

iii. The institution of any proceeding, with the acquiescence of AAF, for the purpose of effecting a composition between AAF and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted; or if such proceeding, having been instituted without the

consent or acquiescence of AAF, shall not be vacated or discharged or stayed on appeal within 120 days after the institution thereof.

iv. The institution of any bankruptcy, insolvency or other similar proceeding by AAF under federal or state bankruptcy or insolvency law now or hereafter in effect or the failure by AAF to obtain a dismissal within 120 days after filing of any bankruptcy, insolvency or other similar proceeding against AAF under federal or state bankruptcy or insolvency law now or hereafter in effect.

v. The failure by AAF to complete construction of the Project and begin providing Intercity Passenger Rail Service from South Florida to Orlando within ten (10) years of the Effective Date of this Agreement (subject to extension for Force Majeure Events).

vi. The failure to operate Intercity Passenger Rail Service from South Florida to Orlando, following commencement of Intercity Passenger Rail Service for a period longer than three (3) consecutive years (subject to extension for Force Majeure Events).

vii. Any failure to comply with any other material provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement in any material respects beyond the cure period applicable thereto, if any (a "General Non-compliance Default"), provided, however, that AAF shall have a period of thirty (30) days following receipt of written notice from the Authority within which to cure a General Non-compliance Default; provided, however, that if the General Non-compliance Default reasonably requires more than thirty (30) days to cure, AAF shall have an additional reasonable period to cure the General Non-compliance Default so long as AAF commences to cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

b. Events of Default by Authority. Any failure by the Authority to comply with the material provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement in any material respects, provided, however, that the Authority shall have a period of thirty (30) days following receipt of written notice from AAF within which to cure a default; provided, however, that if the default reasonably requires more than thirty (30) days to cure, the Authority shall have an additional reasonable period to cure the default so long as the Authority commences to cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

18. REMEDIES.

a. Upon any Event of Default by AAF, the Authority may pursue any available remedy at law or in equity, including:

i. By mandamus or other proceeding at law or in equity, cause AAF to remit to the Authority funds sufficient to enable the Authority to cure the Event of Default.

ii. By action or suit in equity, require AAF to account for all moneys owed to the Authority pursuant to this Agreement.

iii. By action or suit in equity, seek to enjoin any acts or things which may be unlawful or in breach of this Agreement or bring an action for specific performance of AAF's obligations under this Agreement.

iv. By applying to a court of competent jurisdiction, seek to cause the appointment of a receiver to manage the Project, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

v. By suing AAF for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

vi. Exercising its self-help right set forth in Subsections 6.b, 6.d and 10.a herein.

b. Notwithstanding anything to the contrary contained in this Agreement, the Authority shall only have the right to terminate or seek to terminate or rescind this Agreement for an Event of Default under Subsection 17.a.v regarding failure to complete construction or Subsection 17.a.vi regarding failure to operate (each, a "Termination Event of Default"). The Authority's exercise of its right to require the discontinuation of all construction activities and operation of the Project in Section 13 upon a failure of AAF to comply with the insurance requirements thereof, shall not be construed as or deemed to be a Termination Event of Default nor shall it be deemed a taking under any eminent domain or other law. Moreover, for a Termination Event of Default, the termination of this Agreement shall be the Authority's exclusive remedy therefor. If the Authority elects to terminate this Agreement for a Termination Event of Default, the Authority may do so by providing 90 days advance written notice to AAF (subject to the rights of any Mortgagee under this Agreement, including the rights set forth in Sections 25 through 28).

c. AAF may also elect to terminate this Agreement at any time prior to the commencement of construction of the Project on the Property, for any reason or for no reason, by providing 90 days advance written notice to the Authority (subject to the rights of any Mortgagee under this Agreement, including the rights set forth in Sections 25 through 28). Further, in the event that (i) a lease is executed by and between the Department and AAF for the use of State Road 528 right-of-way owned by the Department for the purposes of constructing and operating an Intercity Passenger Rail Service between Orlando and Miami, and (ii) that lease is terminated, then (iii) AAF may elect to terminate this Agreement by providing 90 days advance written notice to the Authority (subject to the rights of any Mortgagee under this Agreement, including the rights set forth in Sections 25 through 28).

d. Upon any Event of Default by the Authority, AAF may pursue any available remedy at law or in equity, including the following remedies:

i. By mandamus, specific performance action or other proceeding at law or in equity, to require any act not involving the payment of money.

ii. By action or suit in equity, seek to enjoin any acts or things which may be unlawful or in breach of this Agreement or for the specific performance of the Authority's obligations under this Agreement other than the payment of money or for damages of any kind or nature whatsoever.

e. Notwithstanding the foregoing, or anything to the contrary in this Agreement, in no event shall AAF or the Authority be liable to each other directly for any indirect, punitive, special or consequential damages whether arising in contract, tort or otherwise; provided, however that this provision shall not nullify or excuse AAF's obligation to defend, indemnify, save and hold harmless the Authority from such damages asserted as third party Claims as set forth in Subsection 12(a) herein. Nothing in this Section 18 shall be construed as a waiver or attempted waiver by the Authority of its sovereign immunity in tort under the Constitution and the laws of the State of Florida. The limitation of remedies provided in this paragraph shall survive the expiration or termination of this Agreement.

19. REMEDIES NOT EXCLUSIVE; DELAY AND WAIVER. Except as otherwise expressly set forth in this Agreement, no remedy conferred upon or reserved to the Authority or AAF under this Agreement is exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy. No delay or omission by the Authority or AAF to exercise any right or power accruing as a result of an Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver of any default under this Agreement shall extend to or affect any subsequent default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

20. TERMINATION. Subject to the rights of any Mortgagee under this Agreement, including the rights set forth in Sections 25 through 28, upon the termination or the expiration of this Agreement, this Agreement shall end and the Authority and AAF shall have no further obligation or commitment under this Agreement, except as to obligations and commitments that are expressly stated to survive the expiration or termination of this Agreement (including the applicable terms of Sections 7, 12, 16, 18, 22, 23 and 28 and subsections d, e, h, and m of Section 32, such as the provisions of Section 7 that apply to AAF's option to remove Rail Improvements and other property or abandonment of same).

21. PROHIBITED INTERESTS. Neither AAF nor any of its contractors, subcontractors, or consultants shall enter into any contract with one another, or arrangement in connection with the Project or any property included or planned to be included in the Project, which violates any provision of Chapter 112, Florida Statutes, relating to conflicts of interest and prohibited transactions. AAF shall further diligently abide by all applicable provisions of Florida law regulating AAF with respect to procurement, contracting, and ethics, in all material respects. AAF shall insert in all contracts entered into in connection with the Project subsequent to the date hereof, and shall hereafter require its contractors and consultants to insert in each of their subcontracts the following provision:

“AAF is governed in its contracts and transactions by provisions of Florida law relating to conflicts of interest, prohibited transactions, and ethics in government. All parties to contracts with AAF relating to this project shall familiarize themselves with Chapter 112, Florida Statutes, and with general Florida law regulating ethical requirements, prohibitions, and limitations with respect to procurement and contracts.”

The provisions of this subsection shall not be applicable to any agreement between AAF and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental entity.

22. ENVIRONMENTAL POLLUTION. Execution of this Agreement constitutes a certification by AAF that the Project will be carried out in conformance with all applicable environmental laws and regulations including those relating to:

- a. the manufacture, processing, use, distribution, existence, treatment, storage, disposal, generation, and transportation of hazardous substances and pollutants;
- b. air, soil, surface and subsurface strata, stream sediments, surface water, and groundwater;
- c. releases of hazardous substances and pollutants;
- d. protection of wildlife, endangered, and threatened species and species of special concern, wetlands, water courses and water bodies, historical, archeological, and paleontological resources, and natural resources;
- e. the operation and closure of underground storage tanks (if any) installed by AAF;
- f. health and safety of employees and other persons with respect to hazardous substances;
- g. notification, documentation, and record keeping requirements relating to the foregoing; and
- h. the securing of any applicable permits.

AAF will be responsible for any liability in the event of AAF's non-compliance with applicable environmental laws or regulations, including the securing of any applicable permits, and for any liability that results from AAF's (or its contractor's) failure to exercise due care and take reasonable precautions with respect to any hazardous material or substance or pollution existing on the Property, taking into consideration the characteristics of such hazardous material or substance or pollution, in light of all relevant facts and circumstances, and will reimburse the Authority for any loss incurred in connection therewith. If in the course of, and as a result of, construction of the Project remediation of any hazardous material or substance or pollution existing on the Property as of the Effective Date is required by law, AAF shall timely perform, or cause to be performed, such remediation work as is required under applicable law. AAF and the

Authority shall share equally in the cost of such remediation; provided, however, that if to the Authority's Actual Knowledge by receipt of official written notice from the appropriate state or federal regulatory agency prior to the Effective Date that any such hazardous material or substance or pollution existed on the Property, and the existence thereof was not made known to AAF, in writing, on or before the Effective Date, then the Authority shall be responsible to pay the entire cost of the remediation work.

The provisions of this Section 22 shall survive the expiration or earlier termination of this Agreement.

23. JURY TRIAL WAIVER. AAF AND THE AUTHORITY EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN. The provisions of this Section 23 shall survive the expiration or earlier termination of this Agreement.

24. RESTRICTIONS ON TRANSFERS AND PROHIBITION OF ENCUMBRANCES.

a. AAF shall not assign or transfer any of the rights granted herein without the prior written consent of the Authority, this Easement being executed by the Authority upon the credit and reputation of AAF; provided, however, the foregoing shall not preclude AAF from utilizing its employees or engaging others, such as contractors, operators and agents, in connection with the design, construction, operation and/or maintenance of Intercity Passenger Rail Service within the Property or from granting access to and from the Property in connection therewith. Pursuant to applicable law, including, but not limited to, section 11.066(5), Florida Statutes, the Authority's interest in the Property is not subject to a lien of any kind. Except as provided below, AAF shall not allow any mortgages, liens, or other encumbrances to attach to the Property as a result of the financing or construction of the Project, or use of the Property by AAF and AAF indemnifies and agrees to hold the Authority harmless of and from any such encumbrances.

b. AAF may, without the Authority's consent, effect an assignment or a transfer of an equity interest in AAF as follows (each a "Permitted Transfer"): (i) in connection with a transaction with (A) a parent, subsidiary, affiliate, division, or entity controlling, controlled by, or under common control with AAF; or (B) a successor entity as a result of merger, consolidation, reorganization, or government action; or (ii) any transfer by the member of AAF of a portion of its ownership interests in AAF to an entity provided the member of AAF retains an interest therein. In addition, any change in ownership of the equity interests of AAF as a result of a public offering of stock, and any transfer of the equity interests of AAF by persons or parties through the "over-the-counter market" or through any recognized stock exchange or through a tender offer, shall not be deemed to be an assignment requiring the Authority's consent.

c. If after completion of construction of the Project and the provision of bona

vide Intercity Passenger Rail Service to the paying public on the Property for a period of at least three years, AAF requests the Authority's consent in connection with an assignment of this Agreement that is not a Permitted Transfer, the Authority's consent will not be unreasonably withheld if there is no existing uncured Event of Default by AAF and the Authority reasonably determines, in its sole discretion, that the proposed transferee is capable of performing the obligations and covenants of AAF under this Agreement, which determination shall be based upon and take into account the following factors: (1) the financial strength and integrity of the proposed transferee, its direct or indirect beneficial owners, any proposed managers or operating partners and each of their respective affiliates; (2) the experience of the proposed transferee or any operator to be engaged by the proposed transferee in operating rail systems similar to the Project and performing other relevant projects; (3) whether the proposed transferee, its proposed operator, or any of their respective officers, directors, managers, general partners, or senior management personnel, (a) have been convicted of any felony or misdemeanor involving fraudulent behavior, any violation of state or federal antitrust laws with respect to a public contract, or any violation of any state or federal law involving bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract, or (b) have failed to resolve any material regulatory compliance issue for a sustained period of time; and (4) any law which would prohibit the Authority from directly entering into this Agreement with the proposed transferee. Any proposed transferee shall be required to deliver to the Authority a certificate in which the proposed transferee makes the representations and warranties covering the matters set forth in Section 31(i) of this Agreement. A transferee must agree to be bound by all the terms and conditions of this Agreement from and after the effective date of the transfer. No transfer shall relieve AAF of its obligations under this Agreement with respect to any period after the Effective Date through the effective date of the transfer. Before considered effective, documentation of the assignment or transfer of this Easement shall be recorded in the Official Records of Orange County, Florida, and the cost of such recording and any associated documentary stamps shall be at the expense of AAF or the transferee.

d. The Authority may, without the consent of AAF or the Mortgagee, at anytime during the Term hereof transfer this Agreement and its rights and obligations hereunder to such agency of the State of Florida or department of the State of Florida that by act of the state legislature becomes the owner of the Property by way of merger, consolidation or reorganization.

25. MORTGAGES. AAF may, at its sole cost and expense and without the consent of the Authority, execute, deliver and cause or permit to be recorded against AAF's interest in the Property and AAF's improvements and facilities on the Property (excluding the Road Improvements whether on or adjacent to the Property), one or more Mortgages (as hereinafter defined), if at the time any such Mortgage is executed and delivered to the Mortgagee, no Event of Default by AAF exists or if an existing Event of Default by AAF will be cured in connection with the Mortgage, and upon and subject to the following terms and conditions:

a. a Mortgage may not secure any debt issued by any person other than AAF or for any purpose other than the Project;

b. no Mortgage or other instrument purporting to mortgage, pledge, encumber, or create a lien, charge or security interest on or against any or all of AAF's interest in

the Property shall extend to or affect the fee simple interest in the Property, the Authority's interest hereunder, or any other interest and estate of the Authority in and to the Property or any part thereof;

c. the Authority shall have no liability whatsoever for payment of the principal sum secured by any Mortgage, or any interest accrued thereon or any other sum secured thereby or accruing thereunder, and the Mortgagee shall not be entitled to seek any damages or other amounts against the Authority for any or all of the same;

d. the Authority shall have no obligation to any Mortgagee in the enforcement of the Authority's rights and remedies herein and by law except as expressly set forth in this Agreement and provided further that none of Mortgagee provisions shall (i) be operative unless such Mortgagee has provided the Authority with notice of its Mortgage and a true and complete copy of the of the Mortgage or (ii) remain operative unless such Mortgagee has provided the Authority with true and complete copies of any amendments or modifications to its Mortgage promptly after any such amendments or modifications have been executed by the parties thereto;

e. each Mortgage shall provide that if an event of default under the Mortgage has occurred and is continuing and the Mortgagee gives notice of such event of default to AAF, then the Mortgagee shall give notice of such default to the Authority;

f. subject to the terms of this Agreement and except as specified herein, all rights acquired by a Mortgagee under any Mortgage shall be subject and subordinate to all of the provisions of this Agreement and to all of the rights of the Authority under this Agreement;

g. while any Mortgage is outstanding, the Authority shall not agree to any amendment to or modification of this Agreement or agree to a voluntary surrender or termination of this Agreement by AAF without the consent of the Mortgagee (with it being understood that this does not affect the Authority's right to terminate this Agreement under the provisions of Section 18 herein, subject to the rights of any Mortgagee under Sections 25 through 29);

h. notwithstanding any enforcement of the security of any Mortgage, AAF shall remain responsible to the Authority for the performance and observance of all of AAF's covenants and obligations under this Agreement;

i. except as expressly provided in this Agreement, a Mortgagee shall not, by virtue of its Mortgage, acquire any greater rights or interest in the Property than AAF has at any applicable time under this Agreement;

j. each Mortgagee, the Authority and AAF shall enter into a consent agreement in a form acceptable to all parties whereby all parties consent to the assignment of the Mortgage to an agent in connection with the financing of the Mortgage; provided that such consent agreement shall be in a customary form and shall include the rights and protections provided to the Mortgagee in this Agreement and shall not: (i) obligate the Authority in any manner not contained in this Agreement, (ii) contain any representations, warranties or

indemnifications by the Authority not contained in this Agreement, and (iii) contain any remedy against the Authority not contained in this Agreement. The remedies under said consent agreement shall be also so limited. Nothing in this subsection j shall obligate the Authority to consent to service of process in connection with any legal proceeding brought outside of Orange County, Florida or outside of the State of Florida (or the commencement or prosecution of any legal proceeding brought outside of Orange County, Florida or the State of Florida) or enter into any agreement not governed by Florida law; and

k. whenever a Mortgage exists as to which the Authority has been provided notice in accordance with the requirements of this Agreement, and until the obligations of AAF secured by such Mortgage have been completely paid and performed and the Mortgage has been discharged, the Authority shall send to the Mortgagee, by certified or registered mail, a true, correct and complete copy of any notice to AAF of a default by AAF under the Agreement at the same time as and whenever any such notice of default shall be given by the Authority to AAF, addressed to Mortgagee at the address last furnished to the Authority by such Mortgagee. No notice by the Authority shall be deemed to have been given unless and until a copy thereof shall have been so given to and received by Mortgagee.

AAF or any Mortgagee shall notify the Authority in writing of the execution of such Mortgage and provide the Authority a true and complete copy thereof, and from time to time, true and complete copies of all modifications thereof promptly after any such modifications are executed, and specify the name and place for service of notice upon such Mortgagee. Upon such notification to the Authority that AAF has entered, or is about to enter, into a Mortgage, the Authority hereby agrees for the benefit of such Mortgagee, and within thirty (30) days after written request by AAF, to execute and deliver to AAF and Mortgagee an agreement, in a customary form acceptable to all parties which shall include the rights and protections provided to the Mortgagee in this Agreement and shall not: (i) obligate the Authority in any manner not contained in this Agreement, (ii) contain any representations, warranties or indemnifications by the Authority not contained in this Agreement, or (iii) contain any remedy against the Authority not contained in this Agreement. Nothing herein shall obligate the Authority to consent to service of process in connection with any legal proceeding brought outside of Orange County, Florida or outside the State of Florida (or the commencement or prosecution of any legal proceeding brought outside of Orange County, Florida or outside the State of Florida) or enter into any agreement not governed by Florida law. Notwithstanding anything in this Agreement to the contrary, if there is more than one Mortgagee, only that Mortgagee, to the exclusion of all other Mortgagees, which AAF or the Mortgage first notified the Authority of the execution of a Mortgage, shall have the rights as a Mortgagee under this Agreement, unless such Mortgagee has designated in writing another Mortgagee to exercise such rights; provided, however, that a notice to the Authority of a Mortgage may name more than one Mortgagee and the rights referred to in this Agreement may extend to all Mortgagees named therein if such notice is submitted by a representative of all such Mortgagees (which representative may itself be a Mortgagee). Any references in this Agreement to the "Mortgagee" shall be references to the Mortgagee or representative of more than one Mortgagee, acting on behalf of such Mortgagees, the notice of whose Mortgage was earliest received by the Authority unless the context otherwise requires.

For purposes hereof, a "Mortgage" is a mortgage or other similar security agreements given to any Mortgagee of the easement interest of AAF hereunder, and shall be deemed to

include any mortgage or trust indenture under which this Agreement shall have been encumbered, and including any and all renewals, modifications, advances, additions, and extensions of or to a Mortgage. A "Mortgagee" is a public or private lending source or institution, federal, state, county or municipal governmental agency or bureau, bank, savings and loan, pension fund, insurance company, real estate investment trust, tax credit syndication entity, or other real estate investment or lending entity, savings bank, whether local, national or international, and/or the holder of any purchase money mortgage given back to a transferor, that is or becomes the holder, mortgagee or beneficiary under any Mortgage and the successors or assigns of such holder, mortgagee or beneficiary, and shall be deemed to include, without limitation, the trustee under any such trust indenture and the successors or assigns of such trust. A parent, subsidiary, affiliate, division, or entity controlling, controlled by, or under common control with AAF shall not be a "Mortgagee" for the purposes of this Agreement.

26. MORTGAGEE'S RIGHT TO CURE. AAF irrevocably directs that the Authority accept, and the Authority agrees to accept, performance and compliance by a Mortgagee of and with any term, covenant, agreement, provision, condition or limitation on AAF's part to be kept, observed or performed under the Agreement with the same force and effect as though kept, observed or performed by AAF. Notwithstanding anything provided to the contrary in the Agreement, the Agreement shall not be terminated because of a Termination Event of Default until and unless: (i) notice of any such Termination Event of Default shall have been delivered to Mortgagee in accordance with the provisions of this Agreement; and (ii) the Mortgagee has not cured such default within ninety (90) days following receipt of such notice or, (iii) if such default is curable but cannot be cured within such time period, the Mortgagee has not notified the Authority within such time period that it intends to cure such default, has not diligently commenced to cure such default, or does not prosecute such cure to completion within one hundred eighty (180) days.

Furthermore, notwithstanding anything to the contrary contained herein, if Mortgagee determines to foreclose or cause its designee to foreclose the Mortgage or to acquire or cause its designee to acquire AAF's interest in the Property or to succeed or cause its designee to succeed to AAF's possessory rights with respect to the Property or to appoint a receiver before it effectuates the cure of any AAF default, the cure periods set forth above shall be extended by any period during which foreclosure proceedings, or legal proceedings to succeed to AAF's possessory rights, or proceedings to appoint the receiver are conducted, as the case may be. Any such proceedings shall be commenced promptly after the notice of default is delivered to Mortgagee and shall be diligently prosecuted to conclusion and the Authority is hereby granted the right, but not the obligation, to appear in such proceedings to monitor the diligent prosecution thereof and to urge the Court to require the parties to so proceed with diligence. Promptly after Mortgagee or a designee of Mortgagee acquires the Property pursuant to foreclosure proceedings or otherwise or succeeds to AAF's possessory rights or promptly after a receiver is appointed, as the case may be, Mortgagee or its designee shall cure said default.

27. RIGHTS OF A MORTGAGEE. The Authority hereby consents to the following rights of a Mortgagee, and agrees that a Mortgage may contain provisions for any or all of the following:

a. An assignment of AAF's share of the net proceeds from available insurance coverage or from any award or other compensation resulting from a total or partial taking of the Property by condemnation (including a Mortgagee's right to disburse such proceeds in accordance with the terms of the Mortgage);

b. The entry by Mortgagee upon the Property, upon reasonable notice to the Authority and AAF as necessary to insure the safety of the Project operations and the safety of the travelling public, to view the state of the Property;

c. A default by AAF under the Agreement being deemed to constitute a default under the Mortgage;

d. An assignment of AAF's right, if any, to terminate, cancel, modify, change, supplement, alter, renew, or amend the Agreement;

e. The following rights and remedies (among others) to be available to Mortgagee upon the default under any Mortgage (although the Authority has no responsibility or obligation, to cause these rights and remedies to occur):

i. To the extent permitted by applicable law, the foreclosure of the Mortgage pursuant to a power of sale, by judicial proceedings or other lawful means and the sale of AAF's interest in the Property to the purchaser at the foreclosure sale and a subsequent sale or transfer of AAF's interest in the Property by such purchaser if the purchaser is a Mortgagee or its nominee or designee; provided however, that the right of a Mortgagee to sell or transfer AAF's interest in the Property will be subject to:

a. the proposed transferee (unless it is the Mortgagee or its designee or nominee) entering into an agreement with the Authority, in form and substance satisfactory to the Authority in its sole discretion, wherein the transferee acquires the rights and assumes the obligations of AAF and agrees to perform and observe all of the obligations and covenants of AAF under this Agreement and provided such transferee has and presents evidence to the satisfaction of the Authority that such transferee has a net worth sufficient to meet the assumed obligations of AAF under this Agreement and, further, that before considered effective, such agreement shall be recorded in the Official Records of Orange County, Florida, and the cost of such recording and any associated documentary stamps shall be at the expense of the Mortgagee or the proposed transferee.;

b. the proposed transfer, and subsequent operation of the Project, being permitted by applicable law and being permitted by the applicable rules and regulations of all entities having jurisdiction over the Project, including, but not limited to, the FRA; and

c. the Authority's reasonable determination that the proposed transferee (unless it is the Mortgagee or its designee or nominee) is capable of performing the obligations and covenants of AAF under this Agreement, which determination shall be based upon and take into account the following factors: (1) the financial strength and integrity of the proposed transferee, its direct or indirect beneficial owners, any proposed managers or operating partners and each of their respective affiliates; (2) the experience of the proposed transferee or any operator to be engaged by the proposed transferee in operating rail systems similar to the Project and performing other relevant projects; (3) the background and reputation of the proposed transferee, its direct or indirect beneficial owners, any proposed managers or operating partners, each of their respective officers, directors and employees and each of their respective affiliates (including the absence of criminal, civil or regulatory claims or actions against or initiated by any such person and the quality of any such person's past or present performance on other projects).

ii. The appointment of a receiver, irrespective of whether a Mortgagee accelerates the maturity of all indebtedness secured by the Mortgage;

iii. The right of a Mortgagee or the receiver appointed under subparagraph (ii) above to take possession of the easement rights, to manage and operate the Project, to collect the income generated by the Project or the operation thereof and to cure any default under the Mortgage or any default by AAF under the Agreement; or

iv. An assignment of AAF's easement interest under the Agreement and to any deposit of cash, securities or other property of AAF to secure the performance of all obligations of AAF to the Mortgage, including, without limitation, the covenants, conditions and agreements contained in the Mortgage, in the premiums for or dividends upon any insurance provided for the benefit of any Mortgagee or required by the terms of the Agreement, as well as in all refunds or rebates of taxes or assessments upon or other charges against the Property, whether paid or to be paid;

f. If the ownership of the fee to the Property and easement interests provided for herein should become vested in the same person or entity, then as long as the Mortgage shall remain outstanding, at Mortgagee's option, such occurrence shall not result in a merger of title. Rather, this Agreement and the Mortgage lien recorded against such easement rights shall remain in full force and effect; and

g. The Mortgage may be assigned by Mortgagee in accordance with its terms provided the assignment contains the assignee's acknowledgment that it is bound by the provisions herein and promptly after an assignment written notice will be provided to the Authority, and the assignee will provide the Authority with a true and complete copy of such assignment, and such assignee's contact information for notice purposes.

During any period in which the Mortgagee itself or by an agent or a receiver or a receiver and manager is the owner, or is in control or possession of, AAF's interest in the Property, it shall be bound by all liabilities and obligations of AAF accruing under this Agreement during such period. Once the Mortgagee goes out of possession or control of AAF's interest in the Property or transfers AAF's interest in the Property to another person in accordance with the provisions of this Agreement, the Mortgagee shall cease to be responsible for any of AAF's obligations under this Agreement accruing thereafter, and to the extent assumed by any transferee or any other person reasonably acceptable to the Authority, for any of AAF's obligations under this Agreement accrued during the period in which the Mortgagee itself or by an agent or a receiver and manager was the owner, or was in control or possession of, AAF's interest in the Property, and shall cease to be entitled to any of AAF's rights and benefits contained in this Agreement, except, if the Mortgage remains outstanding, by way of security.

28. NEW EASEMENT AFTER TERMINATION. If this Agreement is terminated for any reason or is extinguished for any reason (including without limitation a rejection of this Agreement in a bankruptcy or other insolvency proceeding), the Mortgagee may elect to demand a new agreement granting the Easement in and to the Property granted by this Agreement (the "New Agreement") by written notice to the Authority within thirty (30) days after such termination. The Authority agrees, if there are outstanding obligations of AAF to the Mortgagee, to enter into a New Agreement with the Mortgagee (or its designee or nominee; provided that such designee or nominee either is controlled by the Mortgagee or meets the requirements of Section 27(e)(i)(a) (b) and (c)) for the remainder of the Term of this Agreement upon all of the covenants, agreements, terms, provisions and limitations of this Agreement, effective as of the date of such termination. The Authority's obligation to enter into a New Agreement pursuant to the preceding sentence is subject to the following requirements, conditions, and provisions:

a. The New Agreement shall be for the remainder of the Term of the Agreement, effective on the date of termination, and shall contain the same covenants, agreements, conditions, provisions, restrictions and limitations as are then contained in the Agreement.

b. The New Agreement shall be executed by the parties and recorded in the in the Official Records of Orange County, Florida within thirty (30) days after receipt by the Authority of notice of Mortgagee's or such other acquiring person's election to enter into a New Agreement.

c. Any New Agreement and the easement interest created thereby shall, subject to the same conditions contained in the Agreement, continue to maintain the same priority as the Agreement with regard to any Mortgage or any other lien, charge or encumbrance affecting the Property. Concurrently with the execution, delivery and recording of the New Agreement in the Official Records of Orange County, Florida, the Authority shall assign to the Mortgagee or easement holder named therein all of its right, title and interest in and to moneys, if any, then held by or payable by the Authority under the Agreement to which AAF would have been entitled to receive but for the termination of the Agreement.

d. If AAF refuses to surrender possession of its easement rights to the Property, the Authority shall, at the request of Mortgagee or such other acquiring person, institute and pursue diligently to conclusion the appropriate legal remedy or remedies to oust or

remove AAF and all other occupants who are not authorized to remain in possession hereunder to the extent the Authority has the right to do so under the Agreement and applicable law. Any such action taken by the Authority at the request of Mortgagee or such other acquiring person shall be at Mortgagee's or such other acquiring person's sole expense which shall be paid in advance on a retainer basis with the retainer to be replenished, in advance, as needed from time to time.

The provisions of this Section 28 shall survive the expiration or earlier termination of this Agreement.

29. GRANTOR'S LIENS. In order to facilitate a Mortgage as well as other financing by AAF for trade fixtures and equipment, the Authority hereby waives and releases any statutory, constitutional, and/or contractual liens against the assets or property of AAF. Although such waiver and release is hereby deemed to be automatic and self-executing, the Authority agrees to execute and deliver to AAF within thirty (30) days following request therefor such waivers and confirmations as AAF may request to evidence the foregoing waiver and release, as well as consents to assignment that may be reasonably requested, provided same shall not: (i) obligate the Authority in any manner not contained in this Agreement, (ii) contain any representations, warranties or indemnifications by the Authority not contained in this Agreement, and (iii) contain any remedy against the Authority not contained in this Agreement. Nothing herein shall obligate the Authority to consent to service of process in connection with any legal proceeding brought outside of Orange County, Florida or outside the State of Florida (or the commencement or prosecution of any legal proceeding brought outside of Orange County, Florida or outside the State of Florida) or enter into any agreement not governed by Florida law.

30. CONCESSIONS. As ancillary and incidental uses in the operation of the Project, AAF, without the Authority's consent, may enter into concession and similar agreements for food and beverage service, Wi-Fi service, cellular access and any such other various services as set forth in Exhibit "C" hereto exclusively for the benefit of Project Passengers and AAF's Project crew and contractors/vendors engaged in the construction, operation, or maintenance of the Project. AAF, from time to time, may request the Authority's consent to provide other services to Project Passengers that are not set forth in this Section 30 or in Exhibit "C", which consent will not be unreasonably withheld but which shall be subject to the issuance of an opinion of the Authority's Bond Counsel (the expense of which will be borne by AAF with each such request) that the same does not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Authority's then outstanding bonds.

31. REPRESENTATIONS.

a. AAF warrants, represents and covenants that:

i. AAF is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and is duly qualified to conduct business in the State.

ii. AAF has full power and authority to enter into this Agreement and to comply with the provisions of this Agreement.

iii. This Agreement has been duly authorized, executed and delivered by AAF and constitutes a valid and legally binding obligation of AAF, enforceable against AAF in accordance with the terms hereof.

iv. No consent is required to be obtained by AAF from, and no notice or filing is required to be given by AAF to or made by AAF with, any person (including any Governmental Authority) in connection with the execution, delivery and performance by AAF of this Agreement. The foregoing does not apply to the necessary licenses, permits, and other approvals to be applied for by AAF in connection with the Project.

v. AAF currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in material default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement, in any material respect.

vi. There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of AAF's knowledge, threatened, which seeks to restrain or enjoin AAF from entering into or complying with this Agreement.

vii. The execution, delivery, and performance of this Agreement will not conflict with, be inconsistent with, or result in any breach or default of any of the terms, covenants, conditions, or provisions of any indenture, bank loan, credit agreement, or other agreement or contract of any kind or nature to which AAF is a party or by which AAF may be bound.

viii. AAF, as of the Effective Date, has a net worth and will take all steps and actions to enable it to maintain a net worth throughout the Term of this Agreement sufficient to meet its obligations hereunder (it being understood that this representation is a material consideration for the Authority entering into this Agreement).

ix. AAF has obtained or reasonably expects that it will obtain all required permits for the construction and operation of the Project on the Property and is not aware of any circumstance presently existing that would materially adversely affect AAF from obtaining any such permits.

b. The Authority warrants, represents and covenants that:

i. The Authority has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof. The Authority has approved the execution and delivery of this Agreement and authorized the performance of its obligations hereunder.

ii. This Agreement has been duly authorized, executed and delivered by the Authority and constitutes a valid and legally binding obligation of the Authority,

enforceable against the Authority in accordance with the terms hereof.

iii. No consent is required to be obtained by the Authority from, and no notice or filing is required to be given by the Authority to or made by the Authority with, any person (including any Governmental Authority) in connection with the execution, delivery and performance by the Authority of this Agreement which has not been obtained.

iv. To the Authority's Actual Knowledge on the Effective Date, it has no knowledge of any action, suit or proceeding, at law or in equity, or before or by any governmental authority, pending against the Authority as of the Effective Date which would (a) have a material adverse effect on the Property or (b) materially affect the validity or enforceability of this Agreement.

v. To the Authority's Actual Knowledge on the Effective Date, it has no knowledge of any pending or threatened claims against the Authority as of the Effective Date arising out of hazardous substances the outcome of which could have a material adverse effect on the Property or this Agreement. The Authority has no duty to supplement this representation at any time (but this does not modify the agreement of the Parties regarding hazardous materials existing as of the Effective Date as set forth in Section 22 above).

vi. As of the Effective Date, the Authority is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in material default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement, in any material respect.

The phrase "Authority's Actual Knowledge," shall be deemed to refer exclusively to matters within the actual knowledge of the persons serving as the Authority's Executive Director as of the Effective Date with respect to Subsection 31.b.iv and, only with respect to Section 22 and Subsection 31.b.v, the Authority's Deputy Executive Director (responsible for engineering, operations, construction and maintenance of the Authority's System) as of the Effective Date (the "Authority's Knowledge Individuals"), who have no obligation to engage in any independent due diligence, investigation or inquiry with respect to any of the representations and warranties contained in this Agreement. Without limiting the foregoing, AAF acknowledges that the Authority's Knowledge Individuals have not performed and are not obligated to perform any investigation or review of any files or other information in the possession of the Authority, or to make any inquiry of any persons, to take any other actions in connection with the representations and warranties of the Authority set forth in this Agreement, or to supplement the applicable representations at any time and that the Authority's Knowledge Individuals shall have no personal liability with regard to the representations and warranties contained in this Agreement.

32. MISCELLANEOUS.

a. AAF acknowledges that it has reviewed this Agreement, is familiar with its terms, and has adequate opportunity to review this Agreement with legal counsel of AAF's choosing. AAF has entered this Agreement freely and voluntarily. The Authority acknowledges that it has reviewed this Agreement, is familiar with its terms, and has adequate opportunity to review this Agreement with legal counsel of the Authority's choosing. The Authority has entered this Agreement freely and voluntarily. This Agreement contains the complete understanding of the Parties with respect to the subject matter of this Agreement. All prior understandings and agreements, oral or written, made between the Parties are merged in this Agreement, which alone, fully and completely expresses the agreement between the Authority and AAF with respect to the terms of this Agreement. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Authority or AAF unless in writing and signed by both Parties.

b. By execution of the Agreement, AAF represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of the easement contemplated by this Agreement in violation of applicable law.

c. AAF understands and agrees that except as otherwise expressly set forth in this Agreement, this easement is absolutely net to the Authority so that AAF shall be responsible for all costs and expenses as to operating, maintenance, repair, taxes, insurance, assessments, governmental charges, electricity, lighting, power, gas, water, telephone, or any other utility or service used by AAF on the Property for the Project. The Authority is responsible for any such utility bills for the Road Improvements and for installations of the Authority that may be located on the Property.

d. Nothing in this Agreement or in any documents executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Authority of its sovereign immunity in tort under the Constitution and laws of the State of Florida.

e. This Agreement is governed by the laws of the State of Florida, and any applicable laws of the United States of America. Venue for any action arising under this Agreement shall exclusively be in Orange County, Florida.

f. If any term or provision of this Agreement is found to be invalid, illegal, or unenforceable, the remainder of this Agreement will remain in full force and effect. The Authority and AAF shall endeavor in good-faith negotiations to replace the invalid, illegal, or unenforceable provision with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal, or unenforceable provision.

g. AAF shall be in full compliance with this Agreement and all applicable federal, state, and local laws, rules, or regulations in effect now or in the future, and applicable judicial or administrative decisions having the effect of law, of any governmental authority having jurisdiction over the Property. If any governmental entity with jurisdiction over AAF, other than the Authority, renders an administrative decision or has rendered in its favor a judicial decision having the effect of law, that AAF's operation on the Property is out of compliance with

its applicable laws, rules, or regulations, such noncompliance will constitute a default under this Agreement (subject to applicable notice and cure periods, and subject to AAF's right to contest and/or appeal any such decision).

h. AAF shall allow public access to all documents, papers, letters or other materials, made or received by AAF in connection with this Agreement and the easement rights to the Property, to the extent such access is required because such documents, papers, letters or other materials are subject to the provisions of s. 24(a) of the State Constitution or Chapter 119, F.S.

i. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

j. All vehicles required by AAF to service, supply, inspect, or otherwise conduct its operations, including vehicles operated by employees or suppliers and distributors, commuting to and from the Property shall pay such tolls on the Authority's System as are of general applicability to the public.

k. No affixed, third-party advertising signs of any kind are permitted on the Property. Signs affixed to the train, signs advertising the Project and facilities and services provided as part of the Project, as well as construction and similar financing signs, shall not be deemed to violate this paragraph, however no signs may be affixed to the Property except in compliance with the provisions of chapter 479, Florida Statutes as applicable.

l. AAF agrees and warrants that in the performance of this Agreement, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by the laws of the United States or the State of Florida applicable to AAF. The Authority shall consider AAF's knowing employment of unauthorized aliens in violation of Section 274(e) of the Immigration and Nationalization Act to be a default under this Agreement.

m. This Agreement shall not create any third party beneficiary under this Agreement, nor shall this Agreement authorize anyone not a party to this Agreement to maintain a suit against the Authority or AAF pursuant to the terms of this Agreement.

n. All Exhibits attached to this Agreement are incorporated in this Agreement.

o. All notices, demands, or other writing required to be given, made, or sent, or which may be given, made, or sent, by either party to the other, shall be deemed to have been fully given, made, or sent when made in writing and either personally delivered by hand, overnight courier, or deposited in the United States mail, registered certified and postage prepaid, and sent to the following:

To Authority:

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attention: Laura Kelley
Executive Director

With a copy to:

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attention: Joe Passiatore, Esq.
General Counsel
To AAF:

All Aboard Florida – Operations LLC
2855 Le Jeune Road, 4th Floor
Coral Gables, FL 33134
Attention: P. Michael Reininger

With copies to:

All Aboard Florida – Operations LLC
2855 Le Jeune Road, 4th Floor, Coral Gables, FL 33134
Attention: Kolleen O. P. Cobb

Akerman Senterfitt
350 East Las Olas Boulevard, Suite 1600
Fort Lauderdale, FL 33301
Attention: Eric D. Rapkin

p. This Agreement may be executed in two or more counterparts and duplicate originals which have been signed and delivered by each of the Parties (a party may execute a copy of this Agreement and deliver it by e-mail transmission; provided, however, that any such party shall promptly deliver an original signed copy of this Agreement).

q. Each of the Parties shall, from time to time, upon thirty (30) days' written request, provide to the requesting party or any other person identified by the requesting party with an estoppel certificate stating whether the other party is in default hereunder, whether this Agreement is in full force and effect, whether this Agreement has been modified, and containing such other certifications as may be reasonably requested.

r. AAF shall have access to the Property 24 hours per day, 7 days per week, 365 days per year.

s. This Agreement shall be binding upon and inure to the benefit of the

Parties hereto and their respective successors and permitted assigns. Unless required by law or government rule or regulation, the Authority will not convey fee title to any portion of the Property to any other person not a unit of the executive branch of the government of the State of Florida.

t. This Agreement may be recorded in any public records.

u. The provisions of subsections d, e, h, and m of this Section 32 shall survive the expiration or earlier termination of this Agreement.

33. FORCE MAJEURE EVENTS. Notwithstanding anything to the contrary contained in this Agreement, should any fire or other casualty, act of nature, earthquake, flood, hurricane, lightning, tornado, epidemic, landslide, war, terrorism, riot, civil commotion, general unavailability of materials, strike, slowdown, labor dispute, governmental laws or regulations, delays caused by the other party to this Agreement, or other occurrence beyond AAF's or the Authority's control ("Force Majeure Event") prevent performance of this Agreement in accordance with its provisions, provided that such event does not arise by reason of the negligence or misconduct of the performing party, performance of this Agreement by either party shall be suspended or excused to the extent commensurate with such occurrence.

34. REASONABLENESS. Unless this Agreement specifically provides for the granting of consent or approval at a party's sole discretion, then consents and approvals which may be given or requested by a party under this Agreement shall not (whether or not so indicated elsewhere in this Agreement) be unreasonably withheld or conditioned by such party and shall be given or denied within the time period provided, and if no such time period has been provided, within a reasonable time. Upon disapproval of any request for a consent or approval, the disapproving party shall, together with notice of such disapproval, submit to the requesting party a written statement setting forth with specificity its reasons for such disapproval. When this Agreement specifically provides for the granting of consent or approval at a party's sole discretion, the consent or approval may be granted or withheld in the party's sole, absolute and unfettered discretion without regard to any standard, including but not by way of limitation, any standard of reasonableness.

35. EXCLUSIVE PASSENGER RAIL USE. Notwithstanding the rights expressly reserved to the Authority in this Agreement in connection with the Authority's use of the Property, in no event shall the Authority enter into any other easement or agreement for (a) all or any part of the Property which would expressly allow or permit any such property to be utilized for purposes of providing Intercity Passenger Rail Service between Orlando and any point(s) in Palm Beach County, Broward County, and/or Miami-Dade County, or (b) except as otherwise required by law or act of the Legislature, any other portion of the right-of-way owned by the Authority, or any other Authority property which would expressly allow or permit any such property to be utilized for purposes of providing Intercity Passenger Rail Service between Orlando and any point(s) in Palm Beach County, Broward County, and/or Miami-Dade County. This restriction shall not be construed to prohibit the Authority from allowing the establishment of any passenger rail service (including commuter service) that does not connect Orlando to any points in Palm Beach County, Broward County, and/or Miami-Dade County. The covenants of

the Authority expressed in this section shall not be construed to restrict the use by a third party of any property other than the Property that is currently owned by the Authority, but which hereafter is sold, transferred, or otherwise conveyed by the Authority to a third party under applicable provisions of law permitting the sale and transfer of property which the Authority determines is not needed for a transportation facility. A determination by a court or other governmental agency with jurisdiction over the subject matter that the covenants of the Authority expressed in this section are: (i) wholly or partially void or unenforceable; (ii) otherwise in excess of the Authority's statutory authority; or (iii) otherwise not controlling on the State of Florida, the Authority, or its successors, shall not constitute an Event of Default by the Authority and neither the State nor the Authority shall have any liability to AAF, any Mortgagee, or any other person as a result thereof.

| [Signatures follow on the next page.]

AAF:

All Aboard Florida – Operations LLC,
a Delaware limited liability company

By: [Signature]
Kolleen Cobb, Vice President

Witnesses:

[Signature]
Print Name: Ambarina Perez

[Signature]
Print Name: Jessica Alvarez

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 15th day of December, 2015, by Kolleen Cobb, as Vice President of All Aboard Florida – Operations LLC, a Delaware limited liability company, on behalf of the limited liability company. She is personally known to me or produced a valid driver's license as identification.



[Signature]
Notary Public
Print name: _____

My commission expires:

EXHIBIT "A"
DESCRIPTION OF THE OVERALL PROPERTY
(SHOWING THE PROPERTY PLUS THE SOUTHERN SLOPE PROPERTY AND
NORTHERN SLOPE PROPERTY, AS APPLICABLE)

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 981 of SR 528 PARCELS (at OIA)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT**

A parcel of land lying in the Sections 34 and 35, Township 23 South, Range 30 East, Orange County, Florida, lying within and adjacent to the existing limited access right of way of State Road 528 as depicted on Orlando Orange County Expressway Authority Map Section 1.2 and Airport Interchange-Bee Line Improvements Right of Way Maps, being more particularly described as follows:

Commence at 6"x6" concrete monument marking the Northeast Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°22'19"East, along the East line of the Northeast 1/4 of said Section 34, a distance of 552.65 feet to the POINT OF BEGINNING; thence South 79°11'53"East, a distance of 15.10 feet to the existing southerly limited access right of way line of said State Road 528; thence along said southerly limited access right of way line, run North 80°13'05"West a distance of 2048.32 feet to a point on a curve with a radius of 5579.58 feet, concave to the south; thence westerly along said existing southerly limited access right of way line and said curve to the left through a central angle of 9°57'40", a distance of 970.03 feet where the chord bears North 85°10'21"West a distance of 968.81 feet; thence South 89°50'49"West, along said existing southerly limited access right of way line, a distance of 260.95 feet; thence South 86°01'30"West, along said existing southerly limited access right of way line, a distance of 34.35 feet; thence South 89°55'38"West, departing said existing southerly limited access right of way line, a distance of 34.51 feet; thence South 89°31'05"West a distance of 58.59 feet; thence South 87°28'14"West a distance of 58.60 feet to a point on a non-tangent curve with a radius of 851.92 feet concave to the southeast; thence southwesterly along said curve to the left through a central angle of 93°13'07", a distance of 1386.05 feet where the chord bears South 39°12'31"West a distance of 1238.16 feet; thence South 09°07'20"East a distance of 61.55 feet; thence South 11°10'07"East a distance of 61.54 feet; thence South 11°30'37"East a distance of 215.27 feet to said existing southerly limited access right of way line; thence along said existing southerly limited access right of way line the following three (3) courses and distances; thence run South 05°26'17"West a distance of 62.41 feet to a point on a curve with a radius of 2980.79 feet concave to the west; thence southerly along said curve to the right through a central angle of 2°24'25", a distance of 125.23 feet where the chord bears South 03°24'20"East a distance of 125.22 feet; thence South 10°55'22"West a distance of 14.82 feet; thence departing said existing southerly limited access right of way line, run North 11°30'37"West a distance of 55.11 feet; thence continue North 11°30'37"West a distance of 357.67 feet; thence North 11°10'09"West a distance of 62.52 feet; thence North 09°08'37"West a distance of 62.53 feet to a point on a curve with a radius of 893.31 feet, concave to the southeast; thence northeasterly along said curve to the right through a central angle of 93°20'55", a distance of 1455.42 feet where the chord bears North 39°12'31"East a distance of 1299.70 feet; thence North 87°33'40"East a distance of 62.53 feet; thence North 89°35'12"East a distance of 62.52 feet; thence North 89°55'39"East a distance of 271.31 feet; thence South 89°58'09"East a distance of 62.08 feet to a point on a curve with a radius of 5752.62 feet, concave to the south; thence easterly along said curve to the right through a central angle of 10°15'19", a distance of 1029.65 feet where the chord bears South 84°38'07"East a distance of 1028.28 feet; thence South 79°18'04"East, a distance of 62.08 feet; thence South 79°11'53"East, a distance of 1908.76 feet to the POINT OF BEGINNING.

Containing 168051.87 square feet or 3.86 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)
- 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
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way 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 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 0.999952.
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-586539-1-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

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

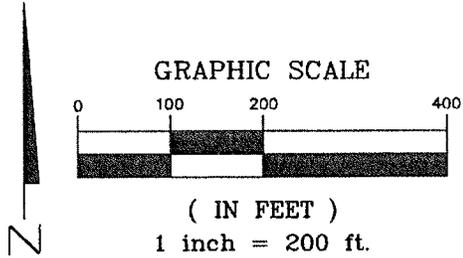
**12/10/15: AMENDED THIS WORK
PRODUCT TO DEPICT LOCATION
OF LIMIT OF SLOPE PROPERTY IN
RELATION TO PARCEL BOUNDARY**

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

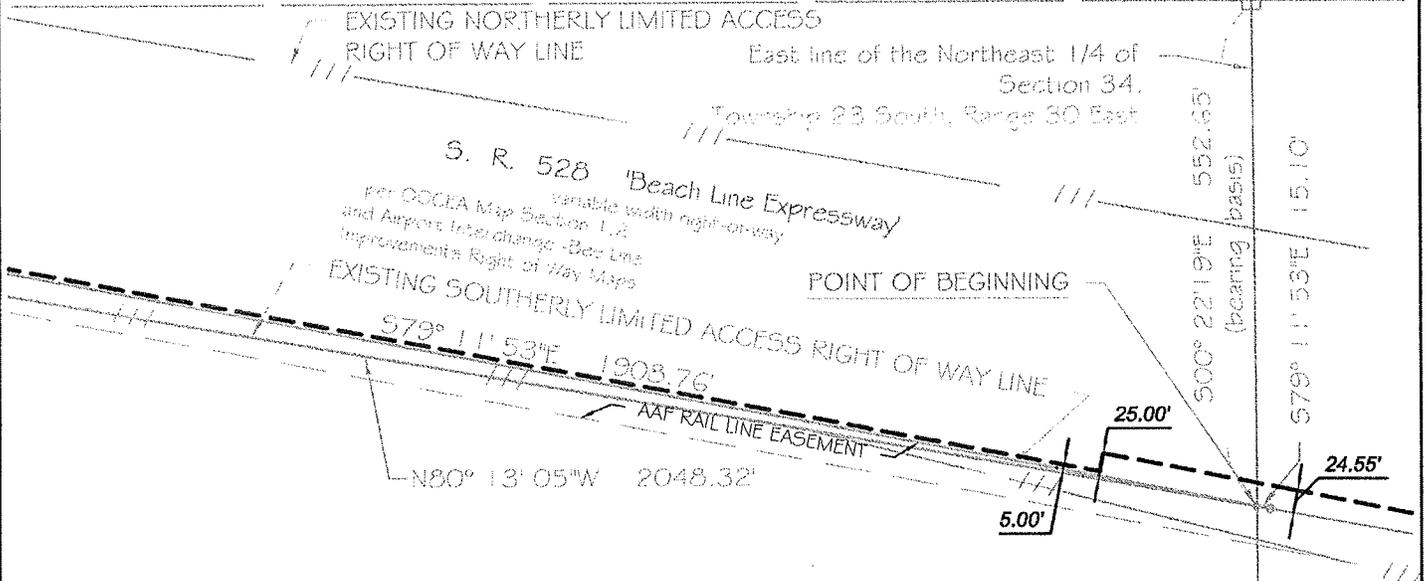
THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 4	
DESIGNED BY: HNTB	DATE: 12/10/2015	Amec Foster Wheeler Environment & Infrastructure, Inc.		REVISIONS	
DRAWN BY: QMW	AMEC JOB No.: 6374150865	75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570		DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240	Certificate of Authorization Number LB-0007932		0885_CFX_Surp_Parc_OIA - SLOP_ESMT.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 981 of SR 528 PARCELS (at OIA)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT



POINT OF COMMENCEMENT
 6"x6" concrete monument
 northeast corner Section 34,
 Township 23 South, Range 30 East



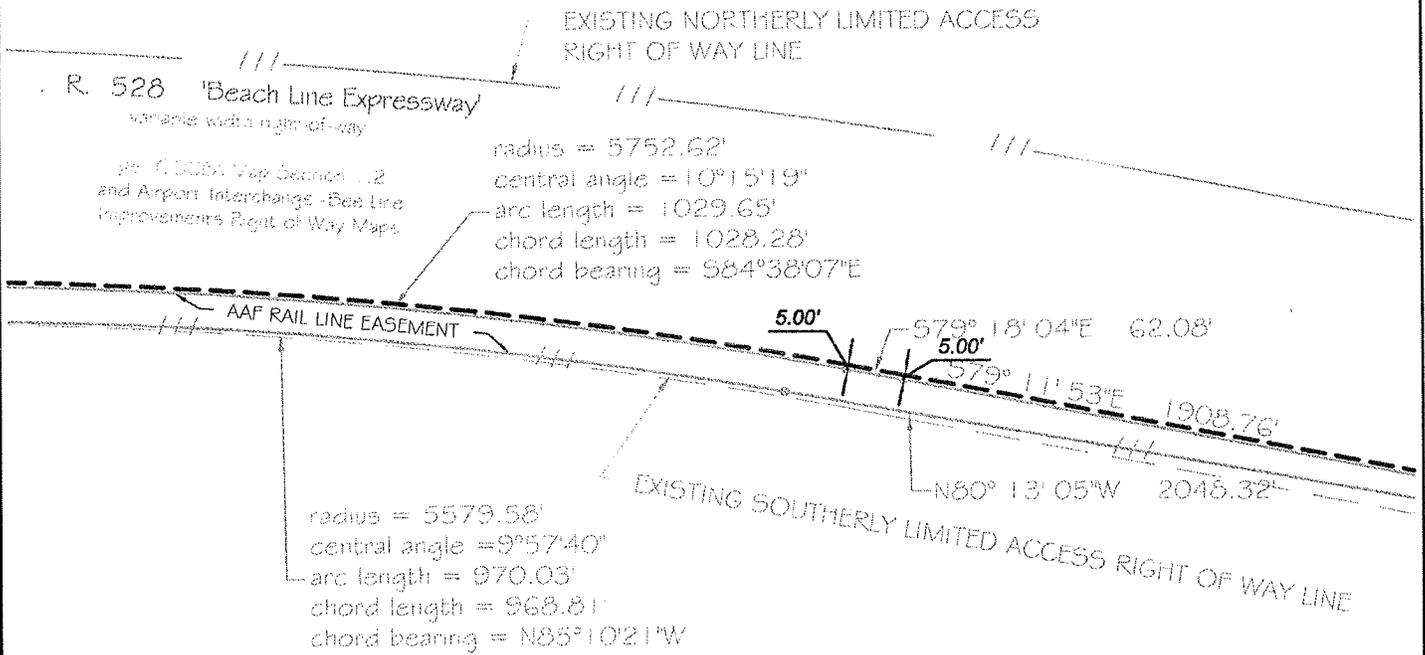
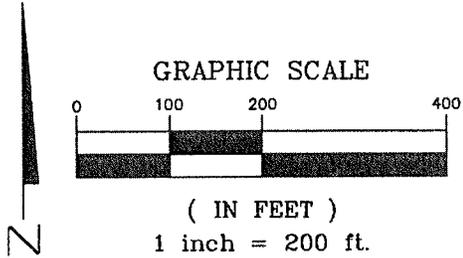
ORLANDO INTERNATIONAL AIRPORT

34 35

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 4			
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						
				0855 CFX Surp Parc OIA - SLOP ESMT.dwg			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 981 of SR 528 PARCELS (at OIA)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT



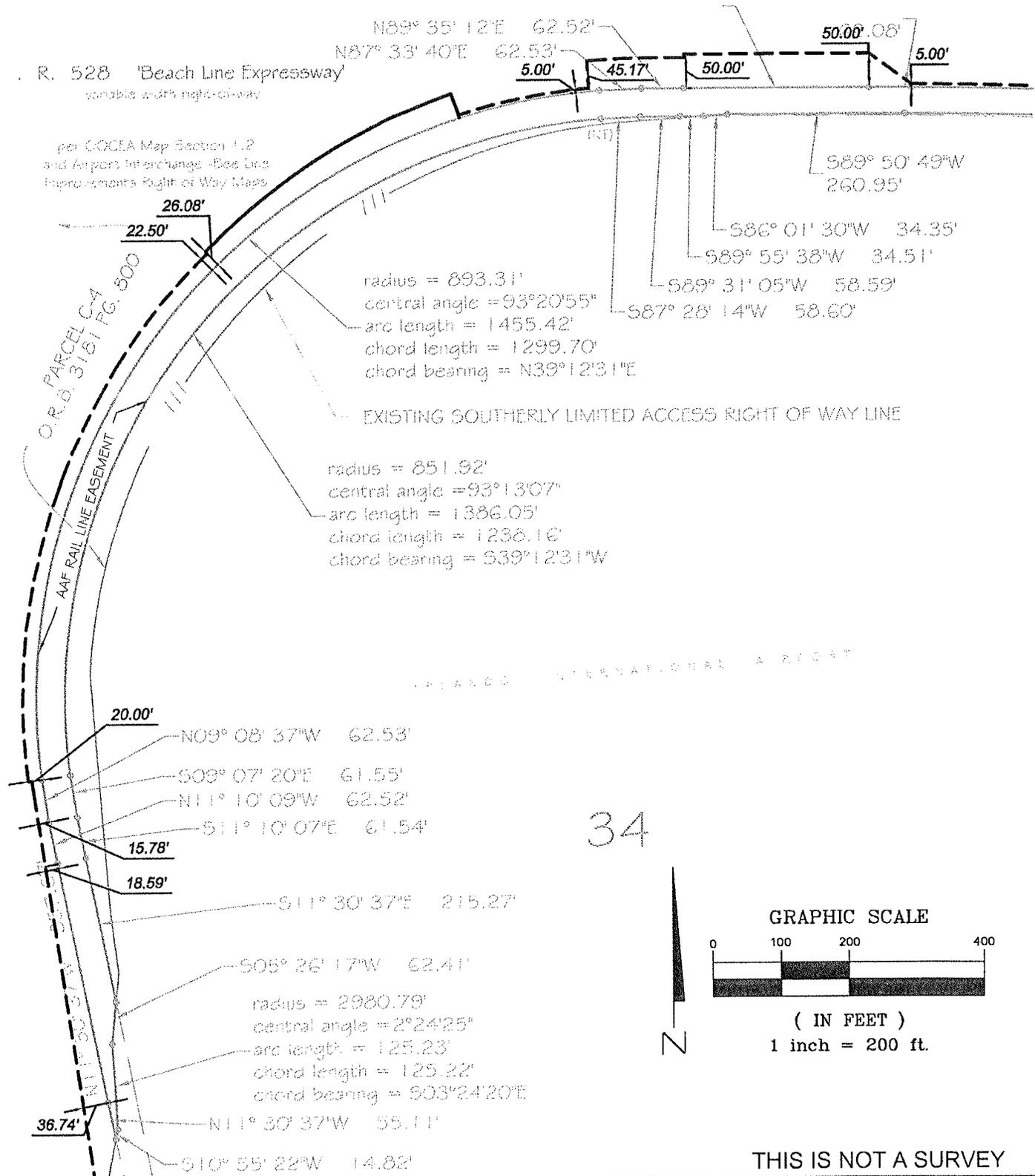
ORLANDO INTERNATIONAL AIRPORT

34

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 3 OF 4	
DESIGNED BY: HNTB	DATE: 12/10/2015	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: QMW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			0685 CFX Supr Parc OIA - SLOP ESMT.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 981 of SR 528 PARCELS (at OIA)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 4 OF 4	
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 982 of SR 528 PARCELS (at OIA) (GOLDENROD ROAD EXTENSION)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT

A parcel of land lying in the Sections 34 and 35, Township 23 South, Range 30 East, Orange County, Florida, lying within and adjacent to the south limited access right of way for Goldenrod Road Extension as depicted on Orlando Orange County Expressway Authority Project No. 903 Right-of-Way Maps, being more particularly described as follows:

Commence at 6"x6" concrete monument marking the Northeast Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°22'19"East, along the East line of the Northeast 1/4 of said Section 34, a distance of 552.65 feet; thence South 79°11'53"East, a distance of 15.10 feet to a point of intersection with the existing southerly limited access right of way line of State Road 528 ("Beachline Expressway") per Orlando Orange County Expressway Authority right of way Map Section 1.2 and the POINT OF BEGINNING; thence, departing said southerly limited access right of way line, run South 79°11'53"East a distance of 24.82 feet; thence South 79°06'03"East a distance of 77.65 feet; thence South 78°31'10"East a distance of 77.65 feet to a point on a curve with a radius of 3834.83 feet, concave to the south; thence easterly along said curve to the right through a central angle of 8°54'36", a distance of 596.35 feet where the chord bears South 73°34'50"East a distance of 595.75 feet; thence South 68°38'30"East a distance of 77.65 feet; thence South 68°03'37"East a distance of 77.65 feet; thence South 67°57'47"East a distance of 231.17 feet; thence South 68°09'12"East a distance of 139.19 feet; thence South 69°17'24"East a distance of 139.20 feet to a point on a curve with a radius of 3493.02 feet concave to the northeast; thence southeasterly along said curve to the left through a central angle of 17°51'51", a distance of 1089.08 feet where the chord bears South 79°10'25"East a distance of 1084.67 feet; thence South 88°33'00"East a distance of 58.66 feet to the south limited access right of way line of said Goldenrod Road Extension; thence, along said south limited access right of way line of Goldenrod Road Extension, South 84°42'52"West a distance of 194.65 feet; thence South 13°30'54"West, continuing along said south limited access right of way line of Goldenrod Road Extension, a distance of 15.44 feet to a point on a curve with a radius of 3520.52 feet concave to the northeast; thence, departing said south limited access right of way line of Goldenrod Road Extension run westerly along said curve to the right through a central angle of 15°39'38", a distance of 962.26 feet where the chord bears North 78°04'18"West a distance of 959.26 feet; thence North 69°17'29"West a distance of 139.87 feet; thence North 68°09'15"West a distance of 139.62 feet; thence North 67°57'47"West a distance of 232.57 feet; thence North 68°07'32"West a distance of 99.85 feet to a point on said south limited access right of way line of Goldenrod Road Extension, said point lying on a curve with a radius of 2770.79 feet concave to the southwest; thence westerly along said south limited access right of way line of Goldenrod Road Extension and said curve to the left through a central angle of 5°00'38", a distance of 242.30 feet where the chord bears North 70°07'58"West a distance of 242.22 feet to a point on a non-tangent curve with a radius of 3807.33 feet, concave to the south; thence, departing said south limited access right of way line of Goldenrod Road Extension, run westerly along said curve to the left through a central angle of 6°05'25", a distance of 404.70 feet where the chord bears North 74°59'25"West a distance of 404.51 feet; thence North 78°30'30"West a distance of 74.73 feet to said south limited access right of way line of Goldenrod Road Extension; thence North 76°11'34"West, along said south limited access right of way line of Goldenrod Road Extension, a distance of 619.43 feet to said existing southerly limited access right of way line of State Road 528; thence, along said existing southerly limited access right of way line, run South 80°13'05"East a distance of 515.20 feet to the POINT OF BEGINNING.

Containing 111124.01 square feet or 2.55 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)
- 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
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way Authority
- No. = Number

--- Limit of Slope Property

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 0.999952.
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-586539-2-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

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

12/10/15: AMENDED THIS WORK PRODUCT TO DEPICT LOCATION OF LIMIT OF SLOPE PROPERTY IN RELATION TO PARCEL BOUNDARY

Robert M. Jones, PLS

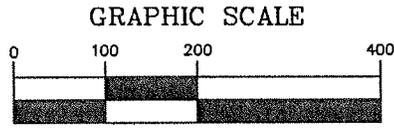
Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

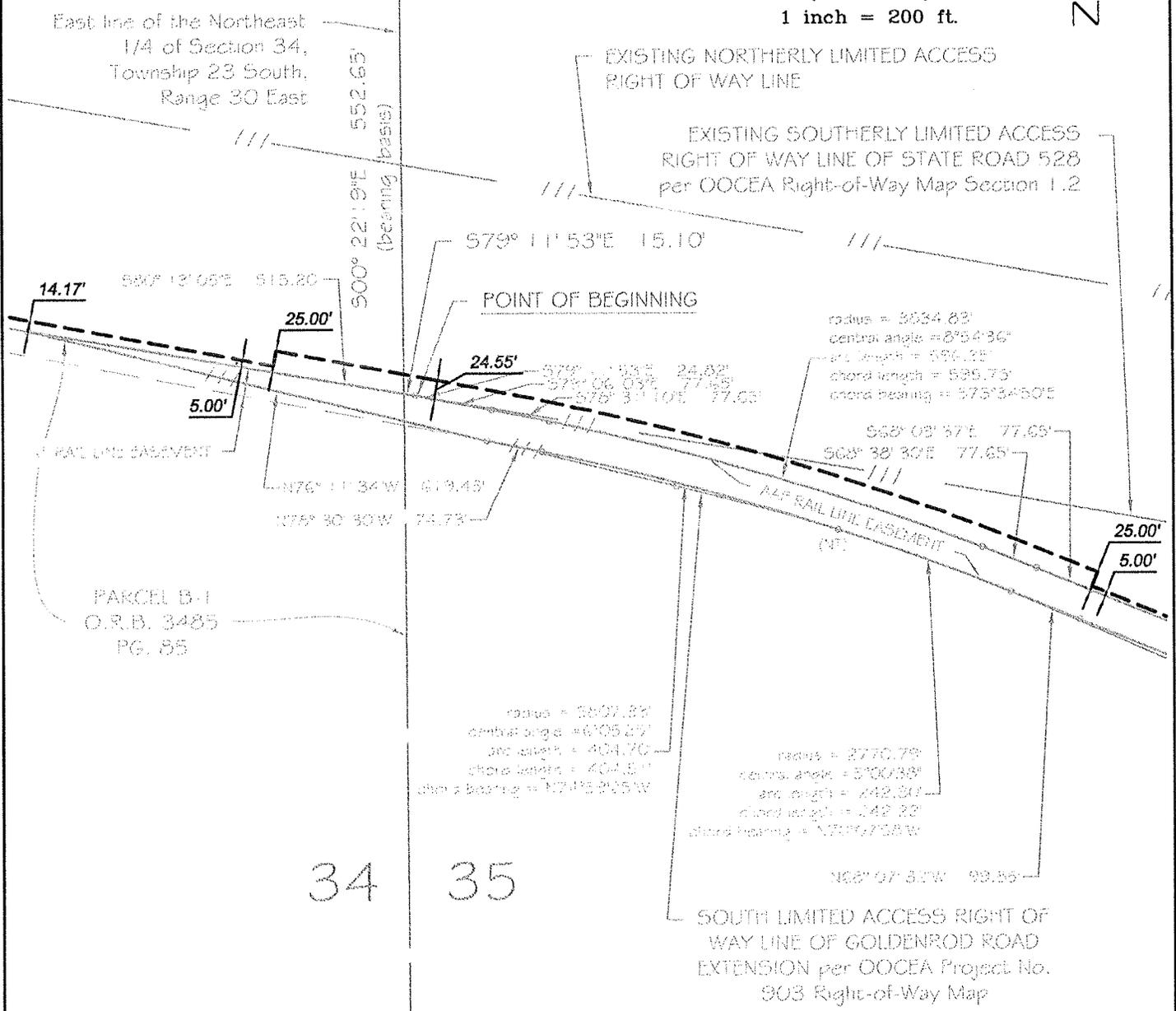
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 3	
DESIGNED BY: HNTB	DATE: 12/10/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: QMW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			0885 CFX Surp Parc OIA - SLOP ESM1.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 982 of SR 528 PARCELS (at OIA) (GOLDENROD ROAD EXTENSION)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT

POINT OF COMMENCEMENT
 6"x6" concrete monument
 northeast corner Section 34,
 township 23 South, Range 30 East



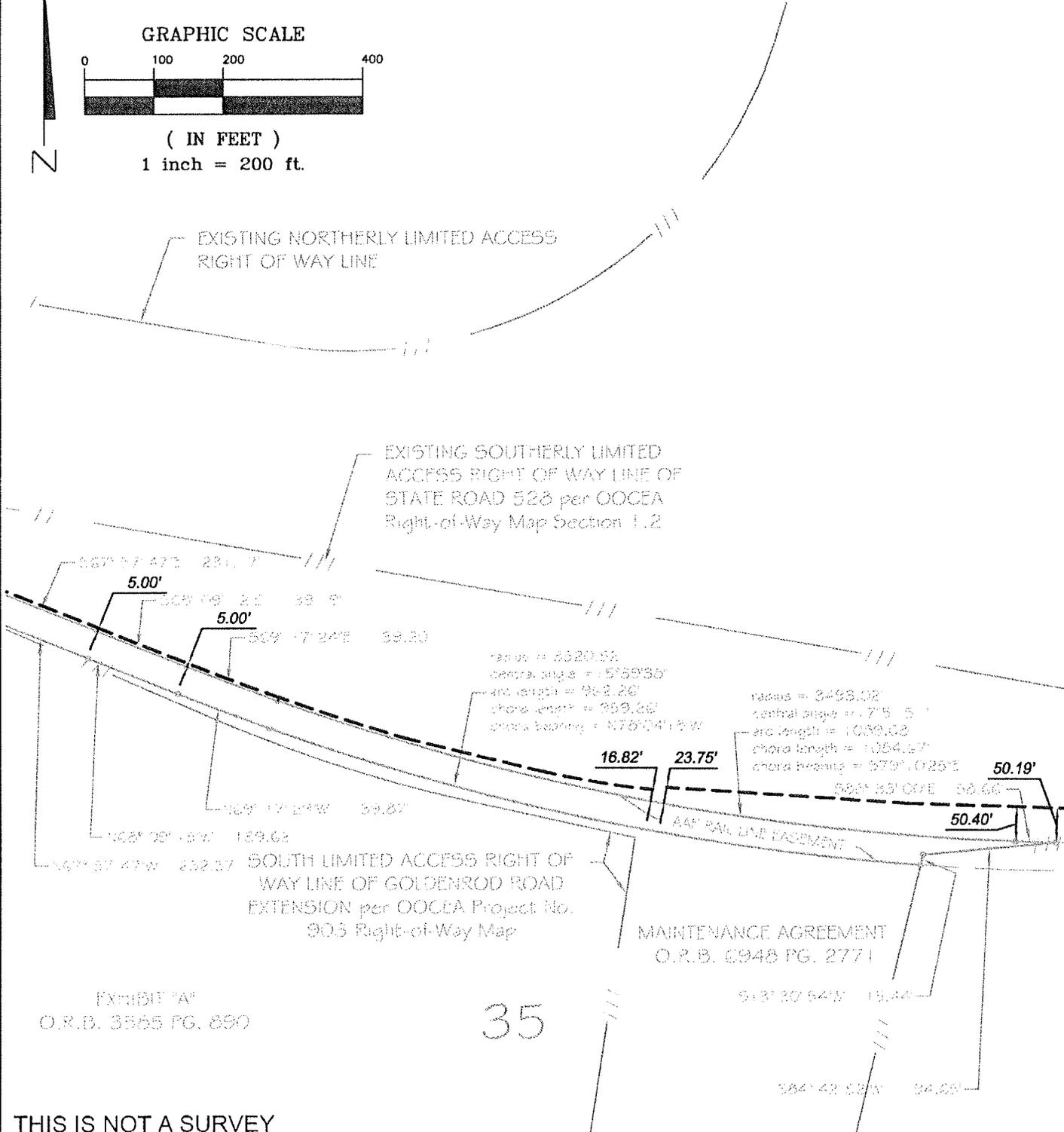
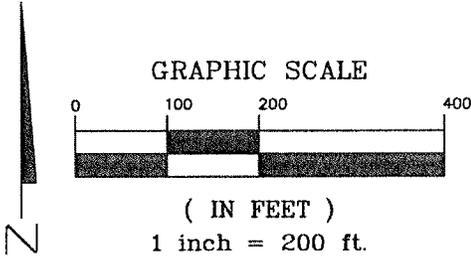
(IN FEET)
 1 inch = 200 ft.



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 3			
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						
				0685 CFX Sup Parc OA - SLOP ESM1.dwg			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 982 of SR 528 PARCELS (at OIA) (GOLDENROD ROAD EXTENSION)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT



35

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 3 OF 3			
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 983 of SR 528 PARCELS (at OIA) (GOLDENROD ROAD EXTENSION)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT**

A parcel of land lying in the Section 35, Township 23 South, Range 30 East, Orange County, Florida, lying within and adjacent to the limited access right of way for Goldenrod Road Extension as depicted on Orlando Orange County Expressway Authority Project No. 903 Right-of-Way Maps, 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 a point of intersection with the existing southerly limited access right of way line of State Road 528 ("Beachline Expressway") per Orlando Orange County Expressway Authority Right-of-Way Map Section 1.2; thence North 89°51'21" West, along said existing southerly limited access right of way line, a distance of 976.57 feet to a point on a curve with a radius of 5879.58 feet, concave to the north; thence westerly along said southerly limited access right of way line and curve to the right through a central angle of 2°29'51", a distance of 256.28 feet where the chord bears North 88°30'26" West a distance of 256.26 feet to a point lying on the south limited access right of way line of said Goldenrod Road Extension and the POINT OF BEGINNING; thence run along said south limited access right of way line of said Goldenrod Road Extension, being a non-tangent curve with a radius of 4969.00 feet concave to the north; thence westerly along said curve to the right through a central angle of 5°55'11", a distance of 513.38 feet where the chord bears North 89°57'17" West a distance of 513.15 feet; thence continuing along said south limited access right of way line of Goldenrod Road Extension, run North 86°59'42" West, a distance of 100.09 feet; thence departing said south limited access right of way line of Goldenrod Road Extension, run North 89°36'58" East, a distance of 262.97 feet; thence North 89°38'14" East, a distance of 62.03 feet; thence North 89°45'49" East, a distance of 62.03 feet to a point on a curve with a radius of 14046.65 feet, concave to the south; thence easterly along said curve to the right through a central angle of 0°21'35", a distance of 88.16 feet where the chord bears South 89°57'04" East a distance of 88.16 feet to a point on said existing southerly limited access right of way line of State Road 528, said point lying on a non-tangent curve with a radius of 5879.58 feet, concave to the north; thence easterly along said existing southerly limited access right of way line of State Road 528, and said curve to the left through a central angle of 1°20'47", a distance of 138.15 feet where the chord bears South 86°41'07" East a distance of 138.15 feet to the POINT OF BEGINNING.

Containing 5768.72 square feet or 0.132 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)
- 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
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way 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 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 0.999952.
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-586539-3-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

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

**12/10/15: AMENDED THIS WORK
PRODUCT TO DEPICT LOCATION
OF LIMIT OF SLOPE PROPERTY IN
RELATION TO PARCEL BOUNDARY**

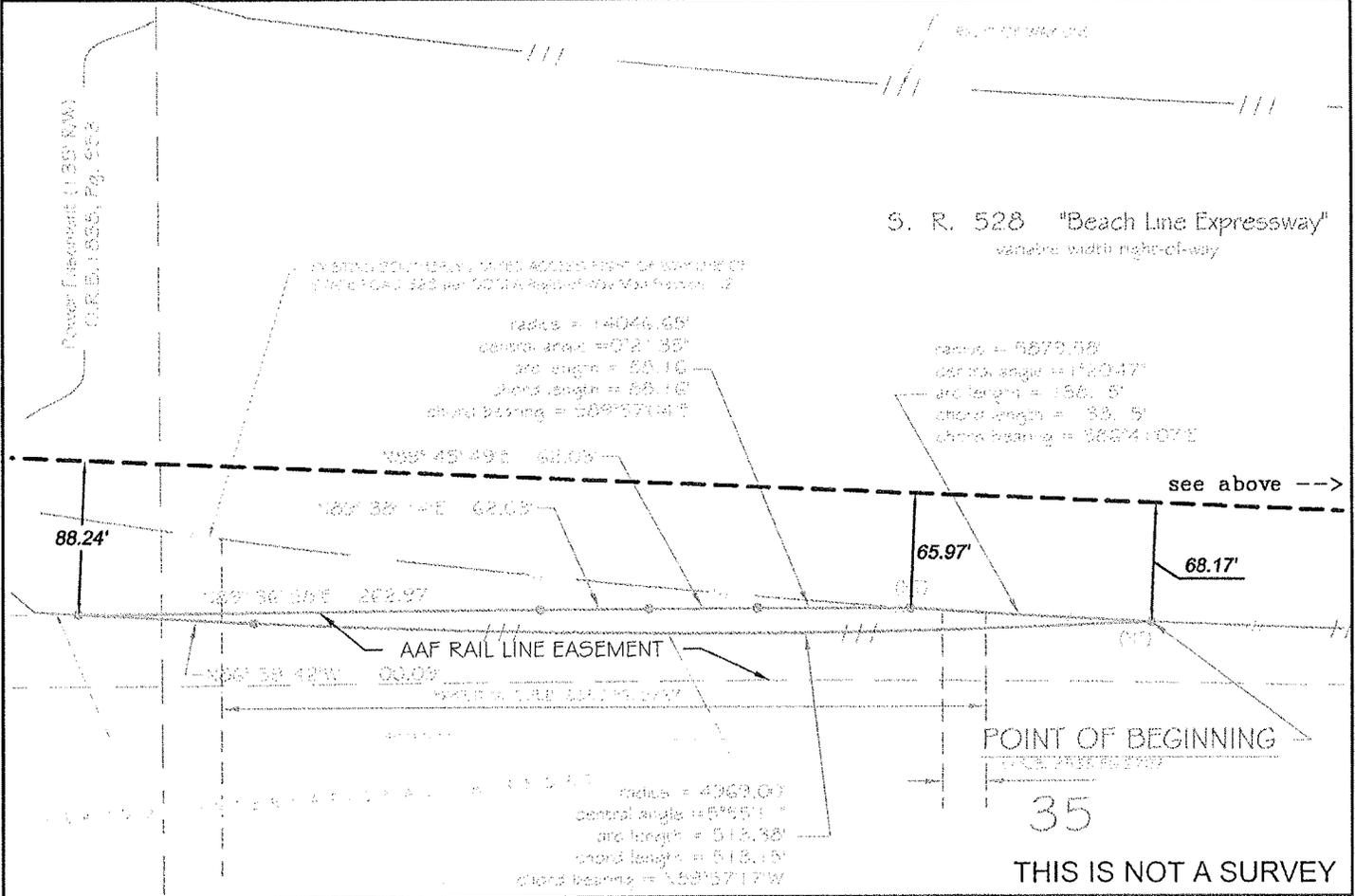
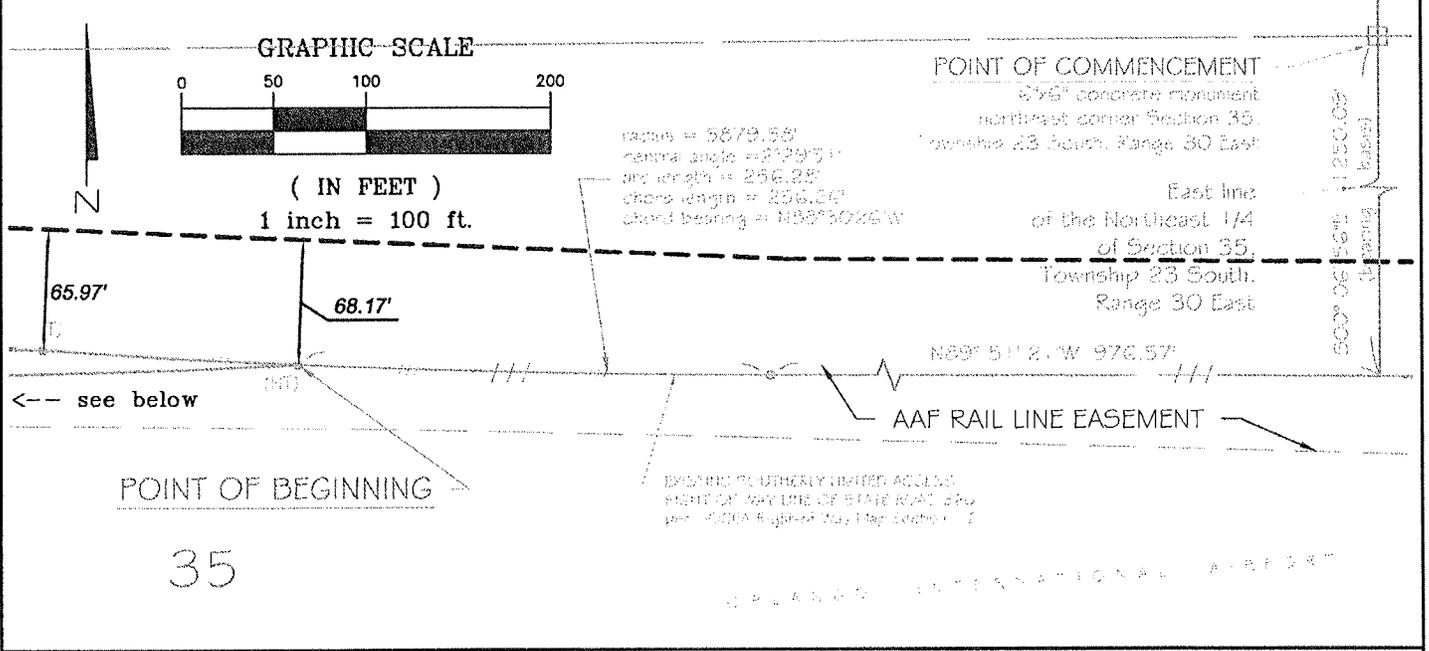
Robert M. Jones, PLS

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 2	
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			0885 CFX Sup Parc OIA - SLOP ESMT.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 983 of SR 528 PARCELS (at OIA) (GOLDENROD ROAD EXTENSION)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT



FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2			
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						

THIS IS NOT A SURVEY

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 984 of SR 528 PARCELS (at OIA)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT**

A parcel of land lying in the Section 35, Township 23 South, Range 30 East, Orange County, Florida lying within the existing limited access right of way of State Road 528, 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 a point of intersection with the existing southerly limited access right of way line of State Road 528 ("Beachline Expressway"); thence North 89°51'21" West, along said existing southerly limited access right of way line, a distance of 674.55 feet to the POINT OF BEGINNING; thence continue, North 89°51'21" West, along said existing southerly limited access right of way line, a distance of 302.02 feet to a point on a curve with a radius of 5879.58 feet, concave to the north; thence westerly along said existing southerly limited access right of way line and curve to the right through a central angle of 3°50'37", a distance of 394.43 feet where the chord bears North 87°56'02" West a distance of 394.35 feet to a point on a non-tangent curve with a radius of 14046.65 feet, concave to the south; thence departing said existing southerly limited access right of way line, run easterly along said curve to the right through a central angle of 1°03'22", a distance of 258.91 feet where the chord bears South 89°14'35" East a distance of 258.90 feet; thence South 88°32'47" East, a distance of 124.07 feet; thence South 88°27'43" East, a distance of 313.32 feet to the POINT OF BEGINNING.

Containing 3746.49 square feet or 0.086 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)
- 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
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way 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 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 0.999952.
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-586539-4-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

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

**12/10/15: AMENDED THIS WORK
PRODUCT TO DEPICT LOCATION
OF LIMIT OF SLOPE PROPERTY IN
RELATION TO PARCEL BOUNDARY**

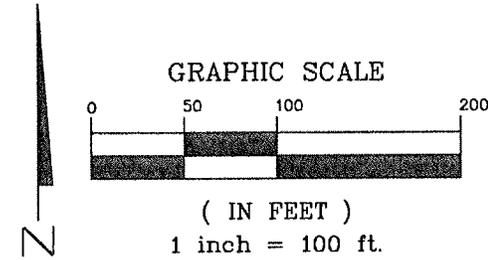
Robert M. Jones, PLS
Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2			
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						

0865 CFX Surp Parc OIA - SLOP ESMT.dwg

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 984 of SR 528 PARCELS (at OIA)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT



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

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

500' OF 528

R. 528 "Beach Line Expressway"
 variable width right-of-way

radius = 14046.65'
 central angle = 1°03'02"
 arc length = 250.8'
 chord length = 255.90'
 chord bearing = S89°14'35"E

CRETS SOUTHBOUND LIMITED ACCESS RIGHT OF WAY LINE

N69°51'21"W 674.55'

56.20'

65.97'

68.17'

56.47'

POINT OF BEGINNING

62.43'

S87°32'47"E 24.07'

S00°27'43"E 313.32'

N69°51'21"W 302.02'

AAF RAIL LINE EASEMENT

35' WIDE VARIABLE WIDTH RIGHT OF WAY
 (SEE PARCEL 984 OF SR 528 PARCELS)

35

radius = 5879.58'
 central angle = 3°50'37"
 arc length = 394.42'
 chord length = 394.35'
 chord bearing = N67°54'02"W

EXISTING STATE HIGHWAY RIGHT OF WAY
 (SEE PARCEL 984 OF SR 528 PARCELS)
 (SEE PARCEL 984 OF SR 528 PARCELS)

STATE ROAD 528 PARCELS (at OIA)

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 12/10/2015
DRAWN BY: QMW	AMEC JOB No.: 6374150865
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 2	
REVISIONS	
DATE	BY
0865 CFX Surp Parc OIA - SLOP ESKIT.dwg	

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 985 Part A of S.R. 528 Parcels (at Narcoossee Road)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT**

A parcel of land lying in Section 36, Township 23 South, Range 30 East, Orange County, Florida, lying within the existing limited access right of way of State Road 528 per Orlando Orange County Expressway Authority State Road 528 / Narcoossee Road Interchange, Project No. 907 Right-of-Way Map, being more particularly described as follows:

Commence at 6"x6" concrete monument (no identification) marking the northeast corner of Section 36, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°15'33" West, along the east line of the northeast 1/4 of said Section 36, a distance of 1216.19 feet; thence South 89°18'55" West, a distance of 1162.57 feet to the westerly right of way line of Narcoossee Road per said Right of Way Map and the POINT OF BEGINNING; thence along said westerly right of way line, run South 30°08'04" East, a distance of 57.42 feet; thence departing said westerly right of way line, run South 89°18'55" West, a distance of 1012.36 feet to the existing southerly limited access right of way line of State Road 528 per said Right-of-Way Map; thence along said existing southerly limited access right of way line, run North 79°44'28" West, a distance of 95.75 feet; thence run North 85°39'53" West, continuing along said existing southerly limited access right of way line, a distance of 363.68 feet; thence departing said existing southerly limited access right of way line, run North 89°18'55" East, a distance of 1440.42 feet to the POINT OF BEGINNING.

Containing 1.37 acres, more or less.

Surveyors Notes

1. This Legal Description and Sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
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. The location and configuration of the lands described and depicted hereon were provided by the client.
4. 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 (FPCS), Florida East Zone (901), US Survey Foot, based on the east line of the northeast 1/4 of Section 36, Township 23 South, Range 30 East as being South 00° 15' 33" West. The average combined scale factor is 0.999945.
5. The location of the right-of-way lines of interest is based on the follow right-of-way map:

Orlando Orange County Expressway Authority State Road 528 / Narcoossee Road Interchange, Project No. 907.

6. This legal description and sketch may have been reduced in size by reproduction.
7. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539-5-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

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

LEGEND:

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- O.R.B. = Official Records Book
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- 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
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way Authority
- No. = Number

**12/10/15: AMENDED THIS WORK
PRODUCT TO DEPICT LOCATION
OF LIMIT OF SLOPE PROPERTY IN
RELATION TO PARCEL BOUNDARY**

----- *Limit of Slope Property*

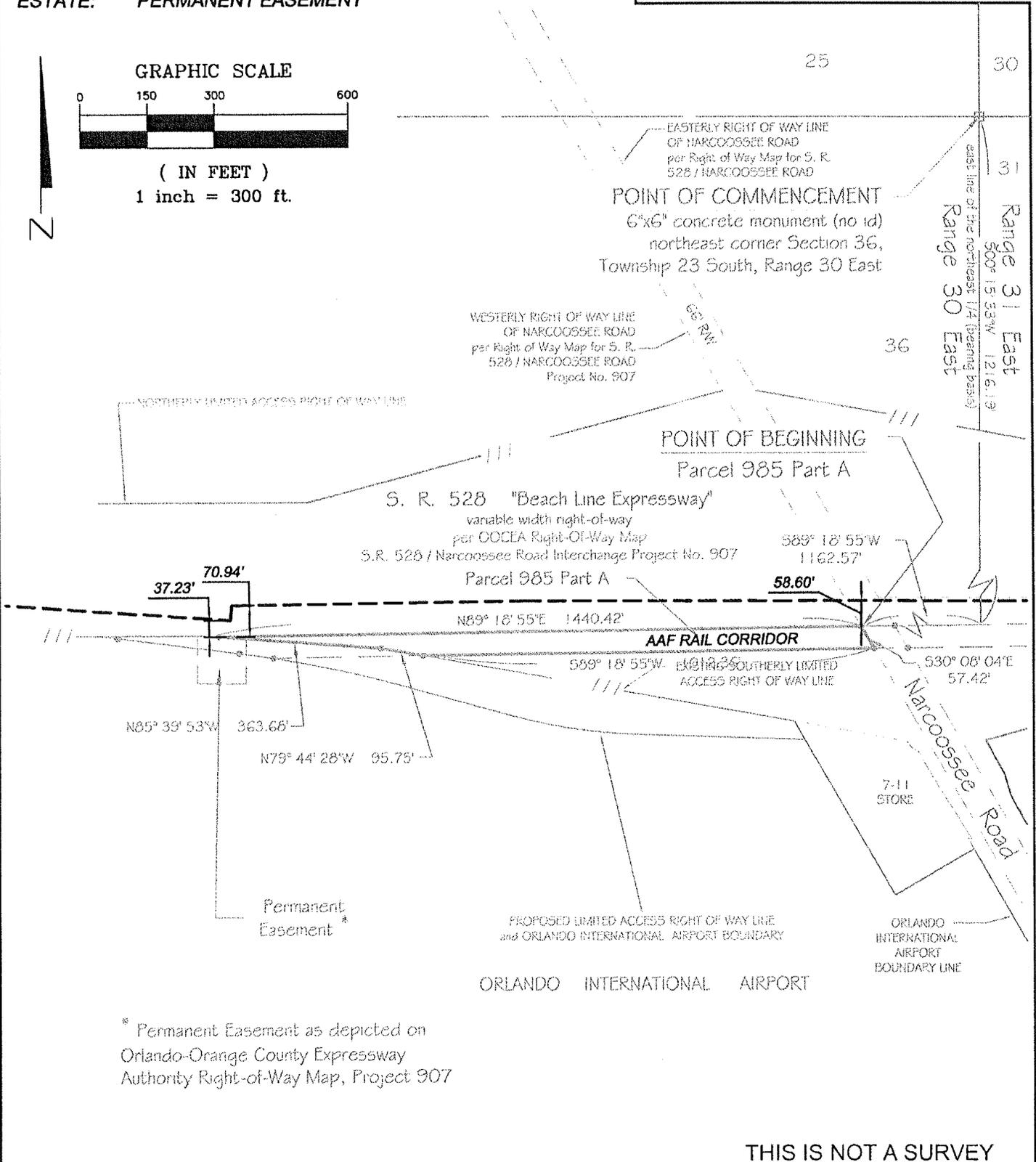
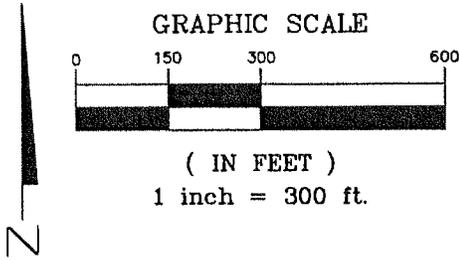
Robert M. Jones, PLS

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 2			
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240					0865 CFX Sup Parc NARC - SLOP ESMT.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 985 Part A of S.R. 528 Parcels (at Narcoossee Road)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT



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

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2			
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						
				0865 CFX Sup Parc NARC -- SLOP ESMT.dwg			

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 985 Part B of S.R. 528 Parcels (at Narcoossee Road)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT**

A parcel of land lying in Section 36, Township 23 South, Range 30 East and Section 31, Township 23 South, Range 31 East, Orange County, Florida, lying within the existing limited access right of way of State Road 528 per Orlando Orange County Expressway Authority State Road 528 / Narcoossee Road Interchange, Project 907 Right-of-way Map, being more particularly described as follows:

Commence at 6"x6" concrete monument (no identification) marking the northwest corner of Section 31, Township 23 South, Range 31 East, Orange County, Florida; thence run South 00°15'33" West, along the west line of the northwest 1/4 of said Section 31, a distance of 1216.19 feet to the POINT OF BEGINNING; thence run North 89°18'55" East, a distance of 561.11 feet; thence run North 89°05'51" East, a distance of 201.14 feet; thence run North 87°47'19" East, a distance of 175.65 feet to a point on a non-tangent curve concave to the north, lying on the existing southerly limited access right of way line of State Road 528 per said Right-of-Way Map; thence along said existing southerly limited access right of way line the following three (3) courses; thence westerly along the arc of said curve, having a radius of 5879.58 feet, a central angle of 07°38'01", a chord length of 782.78 feet bearing South 86°17'21" West, an arc distance of 783.36 feet; thence run North 89°53'38" West, a distance of 156.73 feet to said west line of the northwest 1/4; thence, along said west line, run South 00°15'33" West, a distance of 16.29 feet; thence departing said west line and said existing southerly limited access right of way line, run South 89°18'55" West, a distance of 39.87 feet to said existing southerly limited access right of way line; thence, along said existing southerly limited access right of way line, North 40°38'20" West, a distance of 6.54 feet; thence South 75°03'04" West, continuing along said existing southerly limited access right of way line, a distance of 20.34 feet; thence departing said existing southerly limited access right of way line run South 89°18'55" West, a distance of 993.94 feet to the easterly right of way line of Narcoossee Road per said Right of Way Map; thence along said easterly right of way line run North 30°08'04" West, a distance of 57.42 feet; thence departing said easterly right of way line, run North 89°18'55" East, a distance of 1086.78 feet to the POINT OF BEGINNING.

Containing 1.80 acres, more or less.

Surveyors Notes

1. This Legal Description and Sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
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. The location and configuration of the lands described and depicted hereon were provided by the client.
4. 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 31, Township 23 South, Range 31 East as being South 00° 15' 33" West. The average combined scale factor is 0.999945.
5. The location of the right-of-way lines of interest is based on the follow right-of-way map:
Orlando Orange County Expressway Authority State Road 528 Narcoossee Road Interchange, Project No. 907.
6. This legal description and sketch may have been reduced in size by reproduction.
7. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539-5-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

LEGEND:

- (C) = Calculated
- (D) = Deed
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- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way 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.

12/10/15: AMENDED THIS WORK PRODUCT TO DEPICT LOCATION OF LIMIT OF SLOPE PROPERTY IN RELATION TO PARCEL BOUNDARY

----- *Limit of Slope Property*

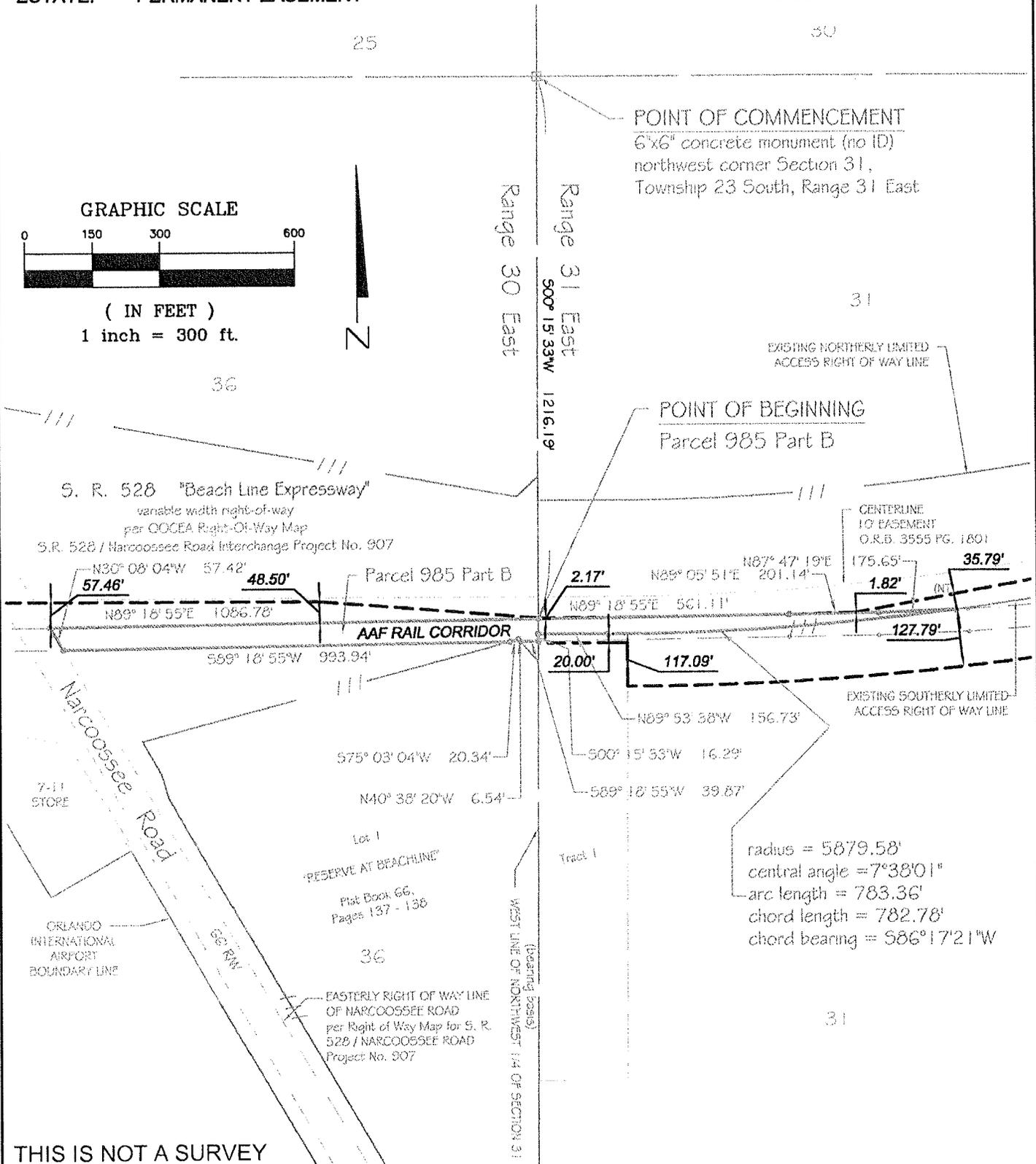
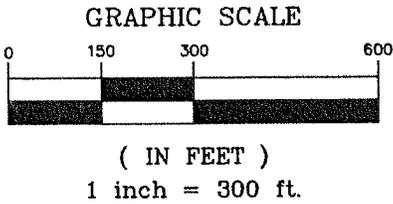
Robert M. Jones, PLS

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 2	
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			0865 CFX Surp Parc NARC - SLOP ESHF.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 985 Part B of S.R. 528 Parcels (at Narcoossee Road)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			0865 CFX Surp Parc NARC - SLOP ESM.dwg	

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 986 of SR 528 PARCELS
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT**

A parcel of land lying in Section 32 Township 23 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument marking the Northwest Corner of Section 32, Township 23 South, Range 31 East, Orange County, Florida; thence run South 00°13'49" West, along the west line of the Northwest 1/4 of said Section 32, a distance of 301.63 feet to a point on a non-tangent curve with a radius of 4926.15 feet, concave to the south and the POINT OF BEGINNING; thence easterly along said curve to the right through a central angle of 01°25'11", a distance of 122.06 feet where the chord bears South 85°06'06" East a distance of 122.05 feet to the south Right of Way line of State Road 528 as described in Official Records Book 1516 at Page 915 of the Public Records of Orange County, Florida; thence run South 89°45'06" West, along said south Right of Way line, a distance of 121.65 feet to said west line of the Northwest 1/4; thence along said west line, run North 00°13'49" East, a distance of 10.98 feet to the POINT OF BEGINNING.

Containing 699 square feet or 0.02 acres, more or less

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- S.R. = State Road
- CFX = Central Florida Expressway Authority
- R/W = Right-of-Way
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- (NT) = Non Tangent
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way Authority
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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 west line of the northwest 1/4 of Section 32, 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.
6. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539-6-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

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

**12/10/15: AMENDED THIS WORK
PRODUCT TO DEPICT LOCATION
OF LIMIT OF SLOPE PROPERTY IN
RELATION TO PARCEL BOUNDARY**

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

THIS IS NOT A SURVEY

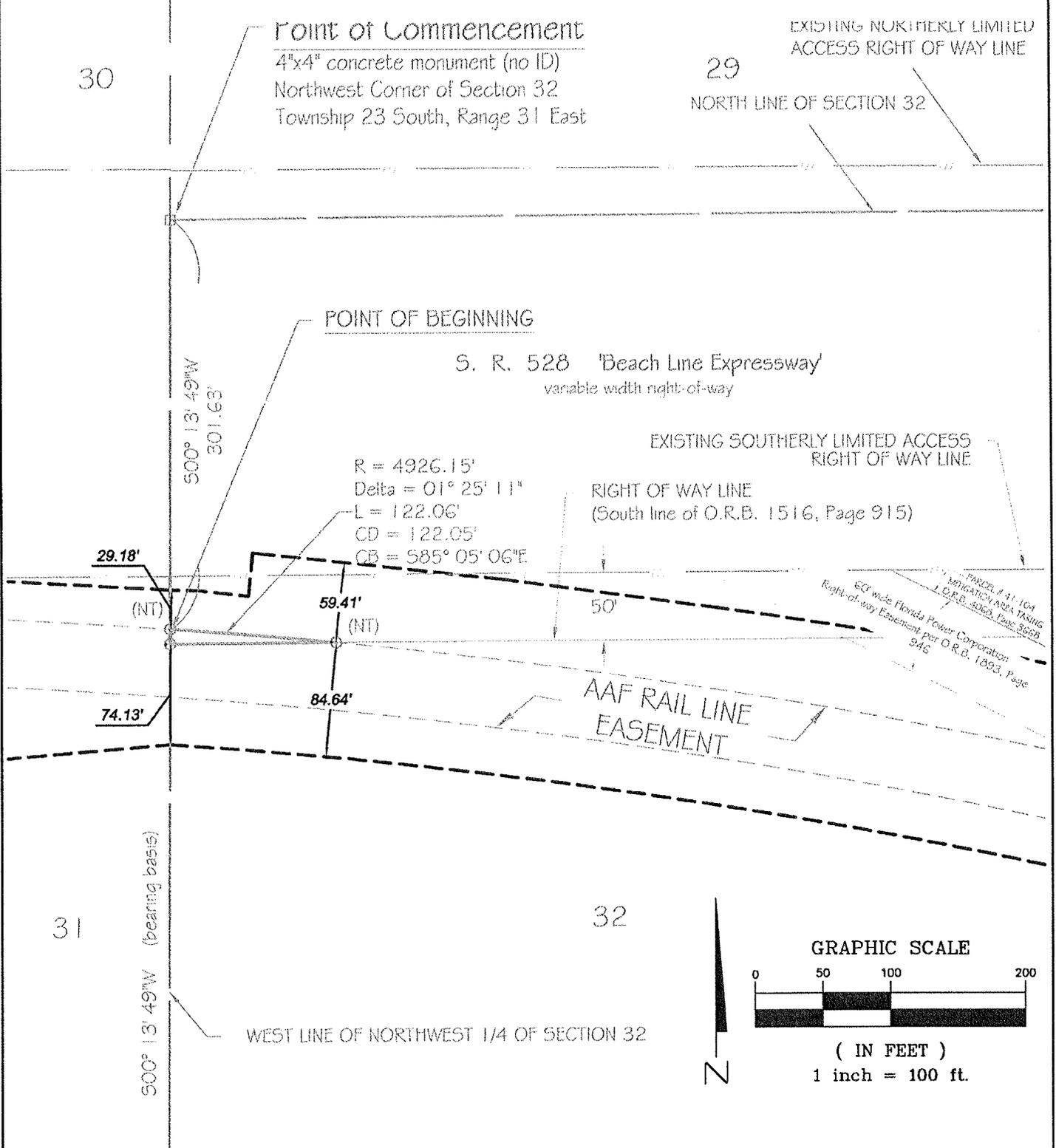
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 12/10/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: QMW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			0865 CFX Scrp Parc 417 - SLOP ESM1.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528

PROJECT No. 528-1240

PARCEL No. 986 of SR 528 PARCELS

PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT



FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2			
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240					0865 CFX Sup Parc 417 - SLOP ESNT.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 987 of SR 528 PARCELS
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT

A parcel of land lying in Section 32 Township 23 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument marking the Northwest Corner of Section 32, Township 23 South, Range 31 East, Orange County, Florida; thence run South 00°13'49" West, along the west line of the Northwest 1/4 of said Section 32, a distance of 312.61 feet to the south Right of Way line of State Road 528 as described in Official Records Book 1516 at Page 915 of the Public Records of Orange County, Florida; thence run North 89°45'06" East, along said south Right of Way line, a distance of 629.95 feet to a point on the southerly line of Parcel #41-104 Mitigation Area Taking, as recorded in Official Records Book 4068 at Page 3668 of said Public Records, also being a point on the northerly line of a 60.00 foot wide Florida Power Corporation Right-of-Way recorded in Official Records Book 1893 at Page 946 of said Public Records; thence run South 63°45'43" East, along said southerly line and northerly Right-of-Way line, a distance of 348.80 feet to a point on a non-tangent curve with a radius of 4926.15 feet, concave to the southwest and the POINT OF BEGINNING; thence southeasterly along said curve to the right through a central angle of 08°43'04", a distance of 749.53 feet where the chord bears S70°17'30"E a distance of 748.80 feet; thence South 65°01'46" East, a distance of 186.29 feet; thence South 63°56'38" East, a distance of 186.27 feet; thence South 63°45'46" East, a distance of 1055.67 feet; thence North 26°14'14" East, a distance of 15.00 feet; thence South 63°45'46" East, a distance of 85.00 feet; thence South 26°14'14" West, a distance of 15.00 feet; thence South 63°45'46" East, a distance of 287.54 feet; thence South 64°03'06" East, a distance of 232.01 feet; thence South 65°48'05" East, a distance of 232.05 feet; to a point on a curve with a radius of 3797.06 feet, concave to the northeast; thence southeasterly and easterly along said curve to the left through a central angle of 19°35'13", a distance of 1298.04 feet where the chord bears South 77°03'03" East a distance of 1291.73 feet to the existing southerly limited access right of way line of State Road 528 as depicted on Orlando Orange County Expressway Authority Right of Way Map , Project No. 6440-401/402; thence, along said existing southerly limited access right of way line, run South 33°00'37" West, a distance of 57.53 feet to a point on a non-tangent curve with a radius of 3847.06 feet, concave to the northeast; thence departing said existing southerly limited access right of way line of State Road 528 run westerly and northwesterly along said curve to the right through a central angle of 19°09'37", a distance of 1286.50 feet where the chord bears North 76°50'15" West a distance of 1280.51 feet; thence North 65°48'25" West, a distance of 233.58 feet; thence North 64°03'13" West, a distance of 233.53 feet; thence North 63°45'46" West, a distance of 1428.22 feet; thence North 63°56'34" West, a distance of 185.33 feet; thence North 65°01'37" West, a distance of 185.34 feet to a point on a curve with a radius of 4876.15 feet concave to the southwest; thence northwesterly along said curve to the left through a central angle of 5°03'05", a distance of 429.91 feet where the chord bears North 68°27'31" West a distance of 429.77 feet to a point on said southerly line of Parcel #41-104 Mitigation Area Taking, also being a point on the northerly line of said 60.00 foot wide Florida Power Corporation Right-of-Way; thence along said southerly line and northerly Right-of-Way line, run North 63°45'43" West, a distance of 317.51 feet to the POINT OF BEGINNING.

Containing 4.80 acres, more or less

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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 west line of the northwest 1/4 of Section 32, 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.
6. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539-7-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

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

**12/10/15: AMENDED THIS WORK
 PRODUCT TO DEPICT LOCATION
 OF LIMIT OF SLOPE PROPERTY IN
 RELATION TO PARCEL BOUNDARY**

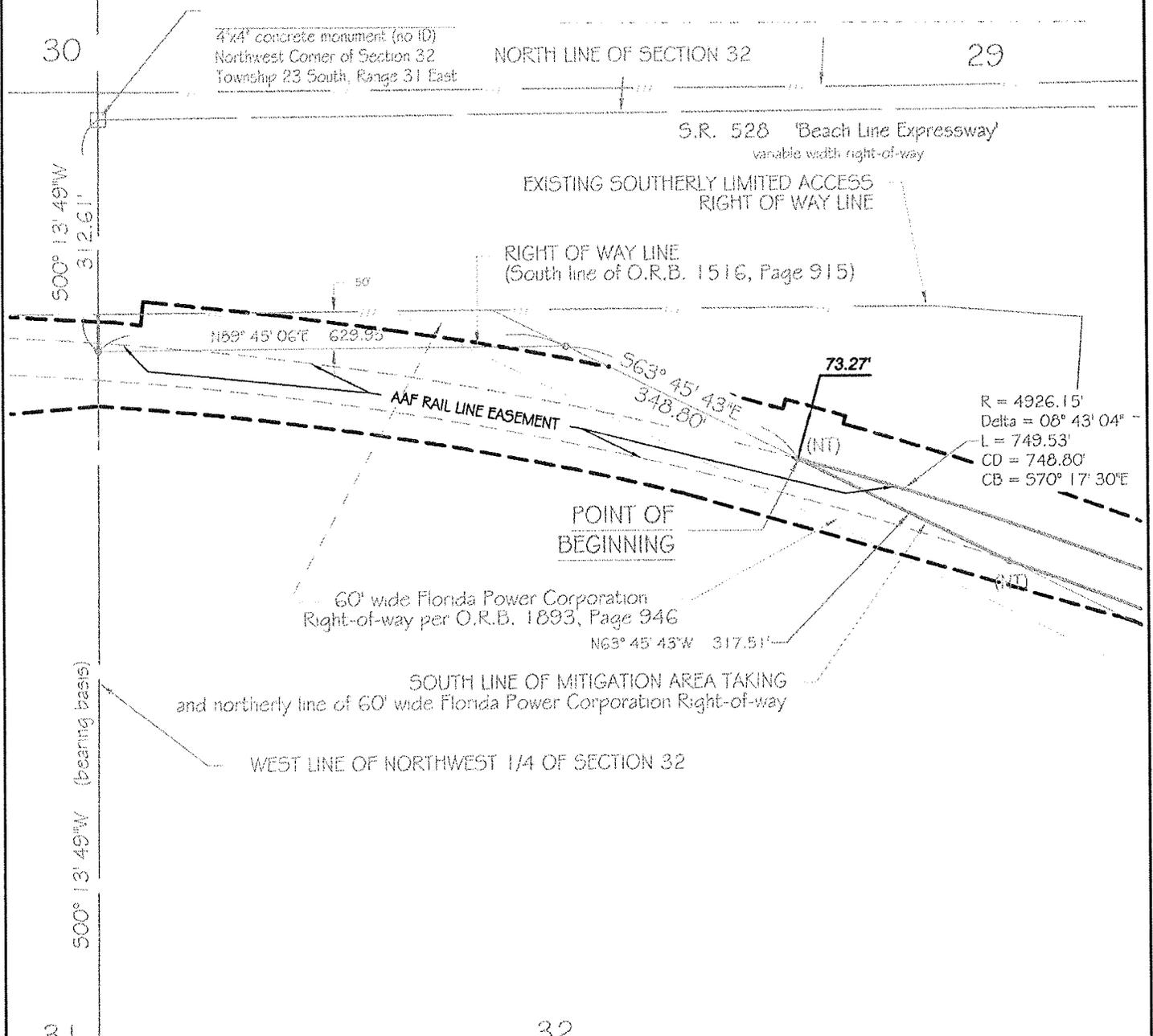
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

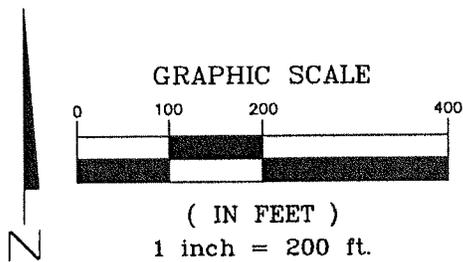
THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 5	
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			0865 CFX Sup Perc 417 - SLOP ESM1.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 987 of SR 528 PARCELS
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT



R = 4926.15'
 Delta = 08° 43' 04"
 L = 749.53'
 CD = 748.80'
 CB = 570° 17' 30"



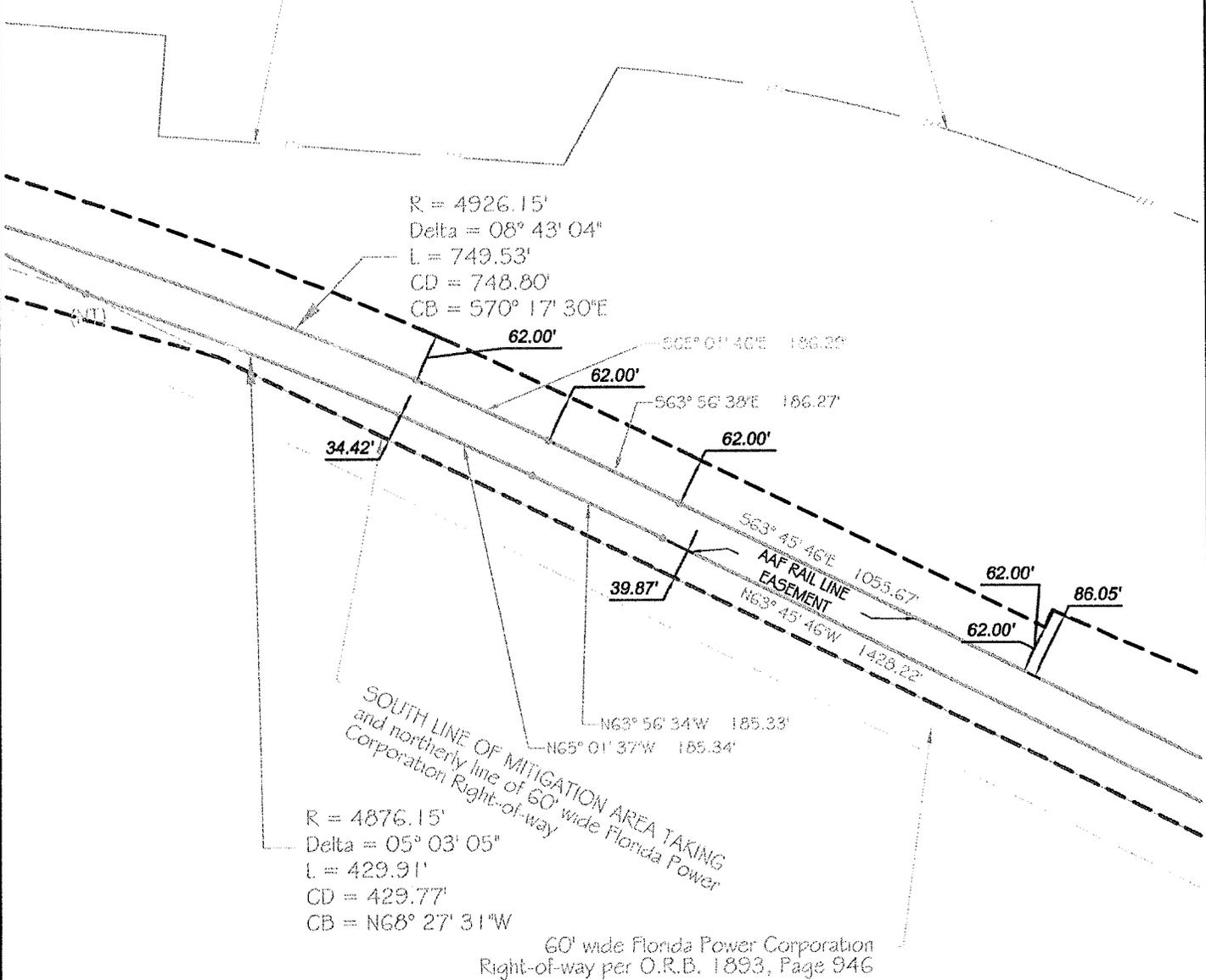
THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 5	
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			0865 CFX Sup Parc 417 - SLOP ESM1.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 987 of SR 528 PARCELS
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT

S. R. 528 'Beach Line Expressway'
 variable width right-of-way

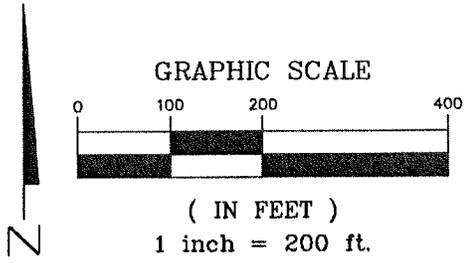
EXISTING SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE



SOUTH LINE OF MITIGATION AREA TAKING
 and northerly line of 60' wide Florida Power
 Corporation Right-of-way

R = 4876.15'
 Delta = 05° 03' 05"
 L = 429.91'
 CD = 429.77'
 CB = N68° 27' 31"W

60' wide Florida Power Corporation
 Right-of-way per O.R.B. 1893, Page 946



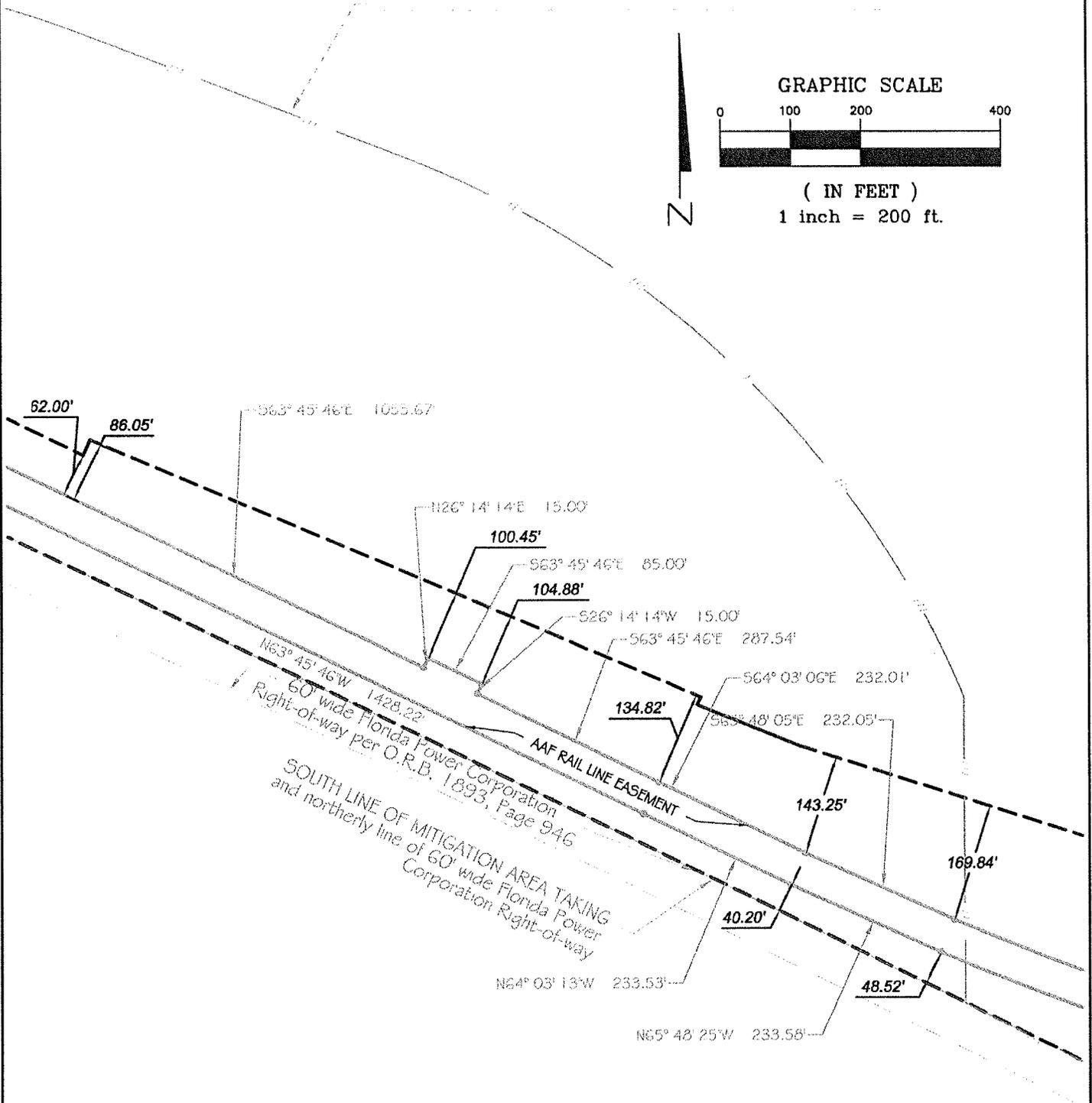
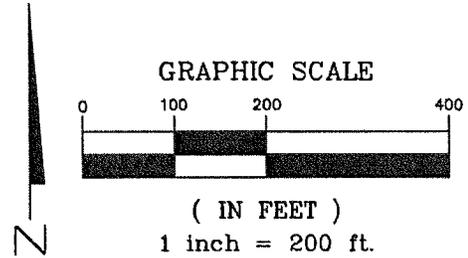
32

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 3 OF 5			
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						

0865 CFX Surp Parc 417 - SLOP ESM1.dwg

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 987 of SR 528 PARCELS
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT**

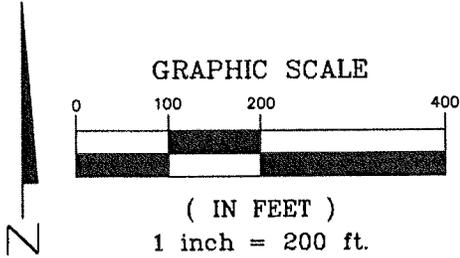


32

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 4 OF 5	
DESIGNED BY: HNTB	DATE: 12/10/2015	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: QMW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			0865 CFX Surp Parc 417 - SLOP ESM1.dwg	

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 987 of SR 528 PARCELS
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT**



STATE ROAD 528 - STATE ROAD 417 INTERCHANGE

EXISTING SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE
per OOCEA Right of Way Map Project No. 6440-401/402

R = 3797.06'
Delta = 19° 35' 13"
L = 1298.04'
CD = 1291.73'
CB = S77° 03' 03"E

184.98'
156.90'

533° 00' 37"W 57.53'

166.17'

159.62'

AAF RAIL LINE
EASEMENT

131.89'

R = 3847.06'
Delta = 19° 09' 37"
L = 1286.50'
CD = 1280.51'
CB = N76° 50' 15"W

(NT)

103.91'

60' wide Florida Power Corporation
Right-of-way per O.R.B. 1893, Page 946

32

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 5 OF 5	
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			0865 CFX Sup Parc 417 - SLOP ESM1.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 988 of SR 528 PARCELS (at ICP)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT

A parcel of land lying in the Section 36, Township 23 South, Range 31 East and in Section 31, Township 23 South, Range 32 East, Orange County, Florida, lying within the existing limited access right of way of State Road 528 as depicted on Orlando Orange County Expressway Authority International Corporate Parkway Interchange Right of Way Map, being more particularly described as follows:

Commence at a nail and disc (LB 68) marking the Northwest Corner of Section 31, Township 23 South, Range 32 East, Orange County, Florida; thence run South 00°07'19"East, along the West line of the Northwest 1/4 of said Section 31, a distance of 359.74 feet to the POINT OF BEGINNING; thence departing said west line run South 89°33'33"East, a distance of 1199.47 feet to a point lying on the existing southerly limited access right of way line of said State Road 528 and the west line of Lot 3 of INTERNATIONAL CORPORATE PARK - PARCEL 10 according to the plat thereof as recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida, said point lying on a non-tangent curve with a radius of 639.49 feet concave to the southeast; thence along said southerly limited access right of way line and said west line of Lot 3, run southwesterly along said curve to the left through a central angle of 7°16'04", a distance of 81.12 feet where the chord bears South 52°21'29"West a distance of 81.06 feet; thence departing said existing southerly limited access right of way line and said west line of Lot 3, run North 89°33'33"West a distance of 1718.71 feet to said existing southerly limited access right of way line; thence along said existing southerly limited access right of way line, run North 77°39'01"West a distance of 242.30 feet; thence, departing said existing southerly limited access right of way line, run South 89°33'33"East a distance of 820.13 feet to the POINT OF BEGINNING.

Containing 2.14 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 = 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
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way Authority
- No. = Number

----- *Limit of Slope Property*

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 31, Township 23 South, Range 32 East as being South 00° 07' 19" East. The average combined scale factor is 0.999939.
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-586539-8-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

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

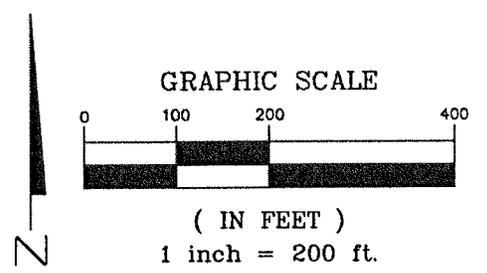
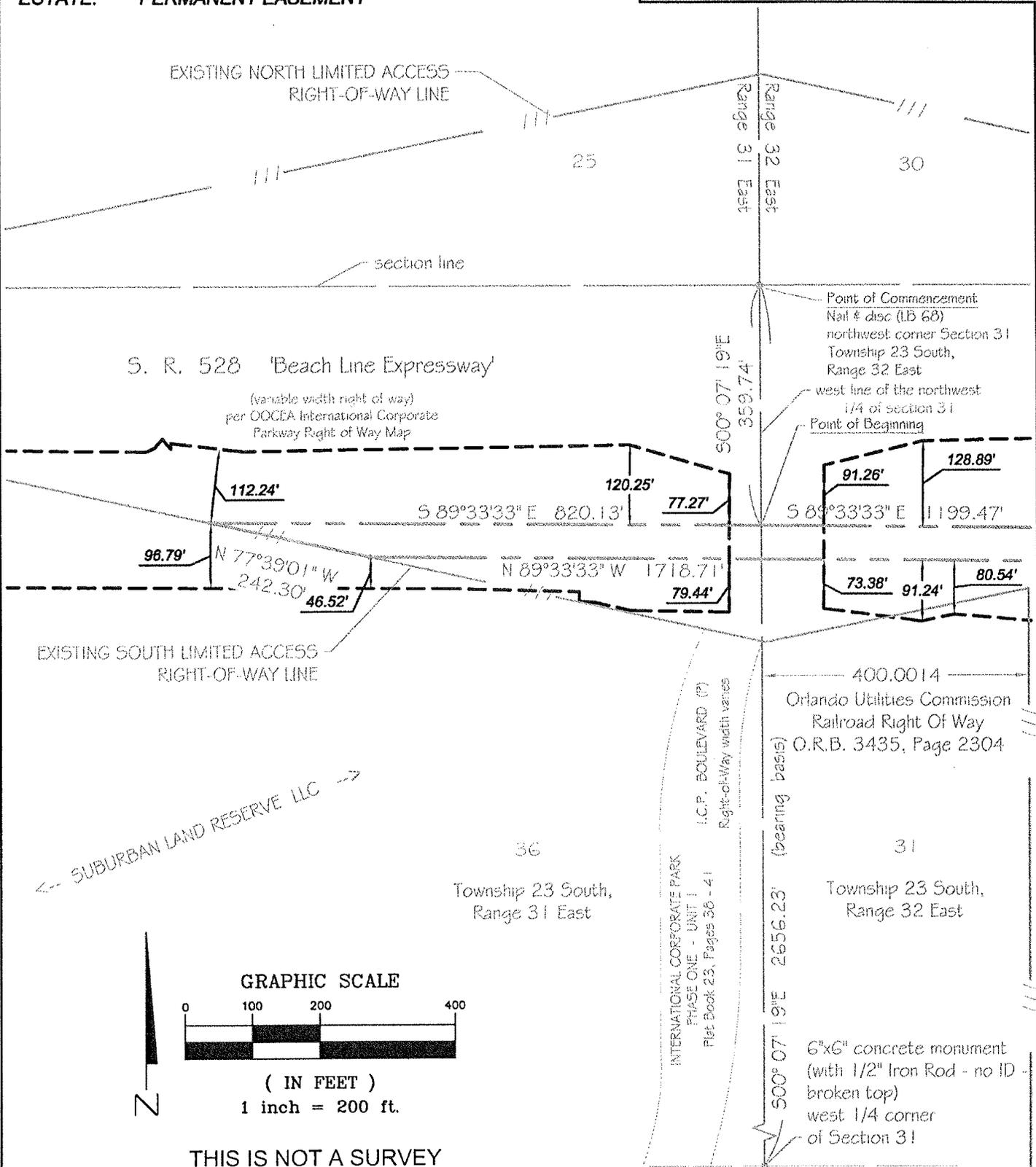
12/10/15: AMENDED THIS WORK PRODUCT TO DEPICT LOCATION OF LIMIT OF SLOPE PROPERTY IN RELATION TO PARCEL BOUNDARY

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 3	
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			0865 CFX Surp Parc ICP.dwg	

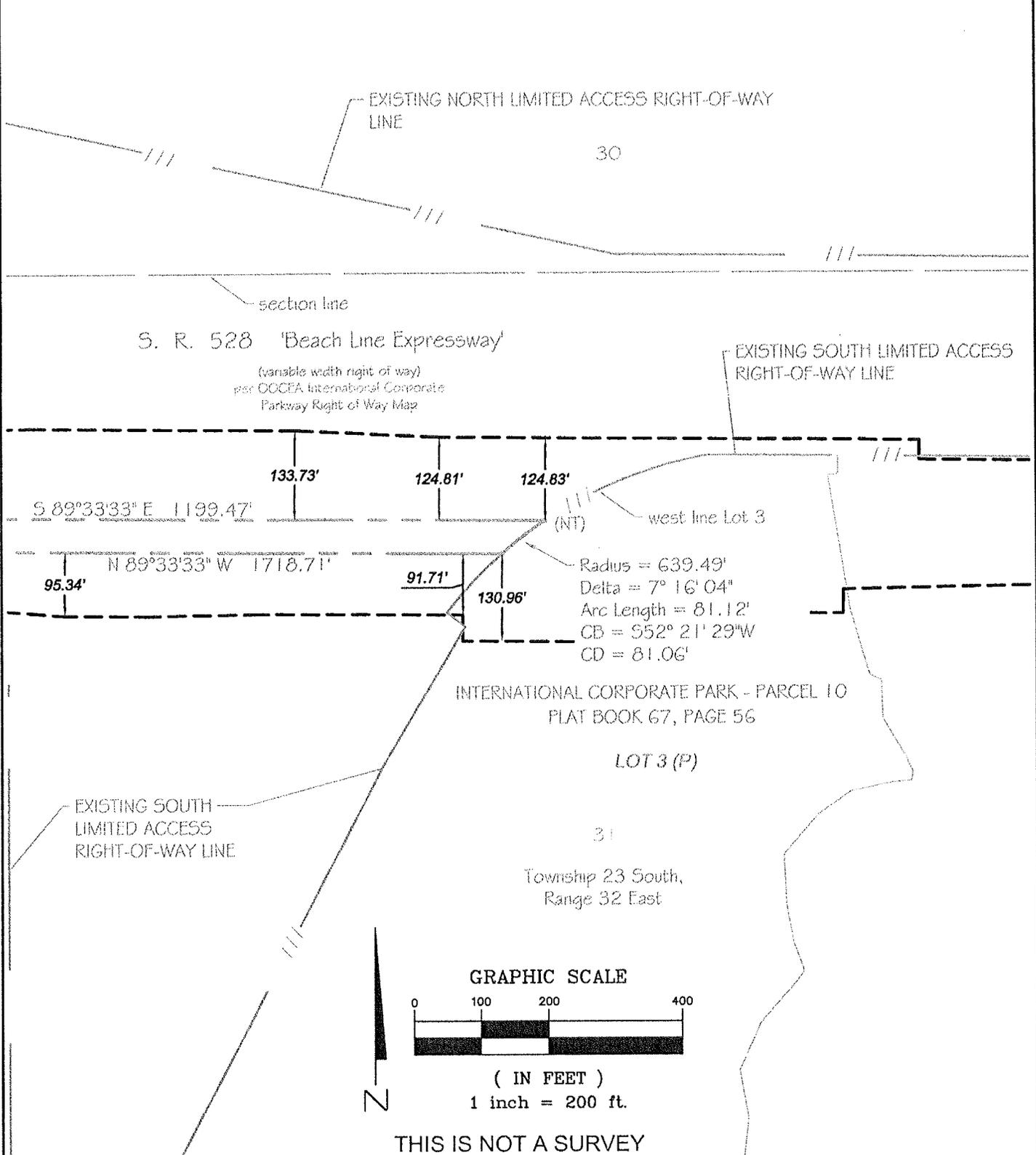
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 988 of SR 528 PARCELS (at ICP)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 3	
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240				
				0865 CFX Surp Parc ICP.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 988 of SR 528 PARCELS (at ICP)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 3 OF 3	
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240				
				0865 CFX Surp Parc ICP.dwg	

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 989 of S.R. 528 PARCELS
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT**

A parcel of land lying in Section 32, Township 23 South, Range 32 East, Orange County, Florida, lying within and adjacent to the southerly right-of-way of State Road 528, per Orlando Orange County Expressway Authority Right-of-Way Map, Sections No. 1.1 and No. 1.2, being more particularly described as follows:

Commence at a 1" Iron Rod (old axle) marking the Northwest Corner of Section 32, Township 23 South, Range 32 East, Orange County, Florida; thence run South 00°09'37" West, along the west line of the northwest ¼ of said Section 32, a distance of 414.41 feet to the POINT OF BEGINNING; thence departing said west line run South 89°33'33" East, a distance of 256.31 feet; thence South 89°31'24" East, distance of 124.05 feet; thence run South 89°19'09" East, distance of 124.05 feet to a point of curvature of a curve concave to the south; thence run easterly along the arc of said curve, having a radius of 17203.76 feet, a central angle of 01°19'46", a chord length of 399.15 feet bearing South 88°28'52" East, an arc distance of 399.16 feet; thence run South 87°38'35" East, a distance of 124.05 feet; thence run South 87°26'20" East, a distance of 124.05 feet; thence run South 87°24'11" East, a distance of 380.98 feet; thence run South 87°26'20" East, a distance of 62.71 feet to the southerly limited access right-of-way line of said State Road 528; thence run South 78°29'33" West, along said southerly limited access right-of-way line, a distance of 205.34 feet; thence departing said southerly limited access right-of-way line run North 87°24'11" West, distance of 244.54 feet; thence run North 87°26'19" West, a distance of 123.87 feet; thence run North 87°38'34" West, a distance of 123.87 feet to a point of curvature of a curve concave to the south; thence run westerly along the arc of said curve, having a radius of 17153.76 feet, a central angle of 01°19'46", a chord length of 397.99 feet bearing North 88°28'52" West, an arc distance of 398.00 feet; thence run North 89°19'10" West, a distance of 123.87 feet; thence run North 89°31'24" West, a distance of 331.86 feet to the south right-of-way line of said State Road 528; thence run North 77°37'04" West, along said south right-of-way line, a distance of 49.19 feet to said west line; thence run North 00°09'37" East, along said west line, a distance of 39.69 feet the POINT OF BEGINNING.

Containing 1.71 acres, more or less.

Surveyors Notes

1. This Legal Description and Sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
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. The location and configuration of the lands described and depicted hereon were provided by the client.
4. 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 32, Township 23 South, Range 32 East as being South 00° 09' 37" West. The average combined scale factor is 0.999939.
5. The location of the right-of-way lines of interest is based on the follow right-of-way maps:
Orlando Orange County Expressway Authority State Road 528, Section No. 1.1 and Section No. 1.2 and Project 528-403
6. This legal description and sketch may have been reduced in size by reproduction.
7. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 24, 2015, file number NCS-586539-9-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)
- CD = Chord distance
- Delta = central angle
- CB = Chord Bearing
- ID = Identification
- Y = Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central Florida Expressway Authority
- R/W = Right-of-Way
- C = Centerline
-  = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- AAF = All Aboard Florida
- OCEA = Orlando Orange County Express Way Authority
- No. = Number

--- Limit of Slope Property

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.

12/10/15: AMENDED THIS WORK PRODUCT TO DEPICT LOCATION OF LIMIT OF SLOPE PROPERTY IN RELATION TO PARCEL BOUNDARY

Robert M. Jones, PLS

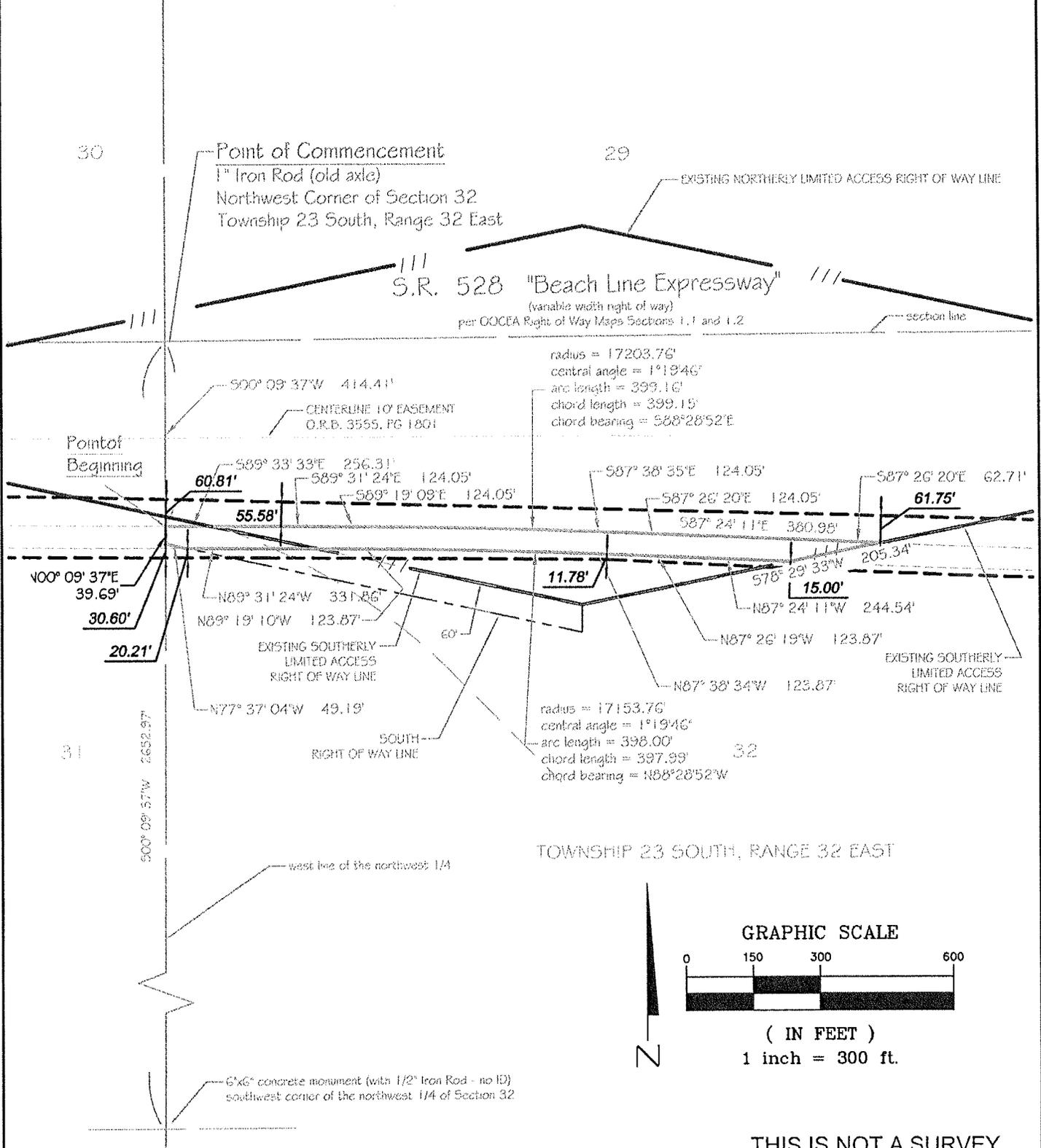
Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

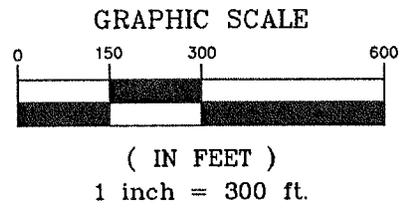
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2			
DESIGNED BY: HNTB	DATE: 12/10/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS			
DRAWN BY: QMW	AMEC JOB No.: 6374150865			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						

0865 CFX Sup Parc FARM - SLOP ESMT.dwg

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 989 of S.R. 528 PARCELS
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT



TOWNSHIP 23 SOUTH, RANGE 32 EAST



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2			
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.9810 of S.R. 528 PARCELS (at Econlockatchee River)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT**

A parcel of land lying in Section 34, Township 23 South, Range 32 East, Orange County, Florida, lying within and adjacent to the southerly limited access right-of-way line of State Road 528, per Orlando Orange County Expressway Authority Right-of-Way Map, Section No. 1.1 and Section No. 1.2 , being more particularly described as follows:

Commence at a 6"x6" concrete monument (with 1/4" iron rod - no identification) marking the Southwest Corner of Section 27, Township 23 South, Range 32 East, Orange County, Florida; thence run South 52°12'30" West, a distance of 72.39 feet to a 4"x4" concrete monument (broken top - no identification) marking the Southeast Corner of Section 28, Township 23 South, Range 32 East as depicted on said Right of Way Map; thence run South 00°09'30" East, a distance of 300.02 feet to said southerly limited access right-of-way line; thence run North 89°15'33" East, along said southerly limited access right-of-way line, a distance of 1079.69 feet to the west boundary of a drainage right of way as depicted on said Right of Way Map; thence run South 00°44'24" East, along said west boundary, a distance of 173.44 feet to the POINT OF BEGINNING; thence run South 89°33'33" East, departing said west boundary, a distance of 600.13 feet to the intersection with the east boundary of said drainage right of way; thence run South 00°44'24" East, along said east boundary, a distance of 50.01 feet; thence run North 89°33'33" West, departing said east boundary, a distance of 600.13 feet to the intersection with said west boundary; thence run North 00°44'24" West, along said west boundary, a distance of 50.01 feet to the POINT OF BEGINNING.

Containing 0.69 acres, more or less.

Surveyors Notes

1. This Legal Description and Sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
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. The location and configuration of the lands described and depicted hereon were provided by the client.
4. 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 34, Township 23 South, Range 32 East as being South 89° 01' 43" West. The average combined scale factor is 0.999938.
5. The location of the right-of-way lines of interest is based on the follow right-of-way maps:
Orlando Orange County Expressway Authority State Road 528, Section No. 1.1 and Section No. 1.2 and Project 528-403
6. This legal description and sketch may have been reduced in size by reproduction.
7. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539-10-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

LEGEND:

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- (D) = Deed
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- Pg. = Page
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- 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
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way Authority
- No. = Number

----- Limit of Slope Property

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.

**12/10/15: AMENDED THIS WORK
PRODUCT TO DEPICT LOCATION
OF LIMIT OF SLOPE PROPERTY IN
RELATION TO PARCEL BOUNDARY**

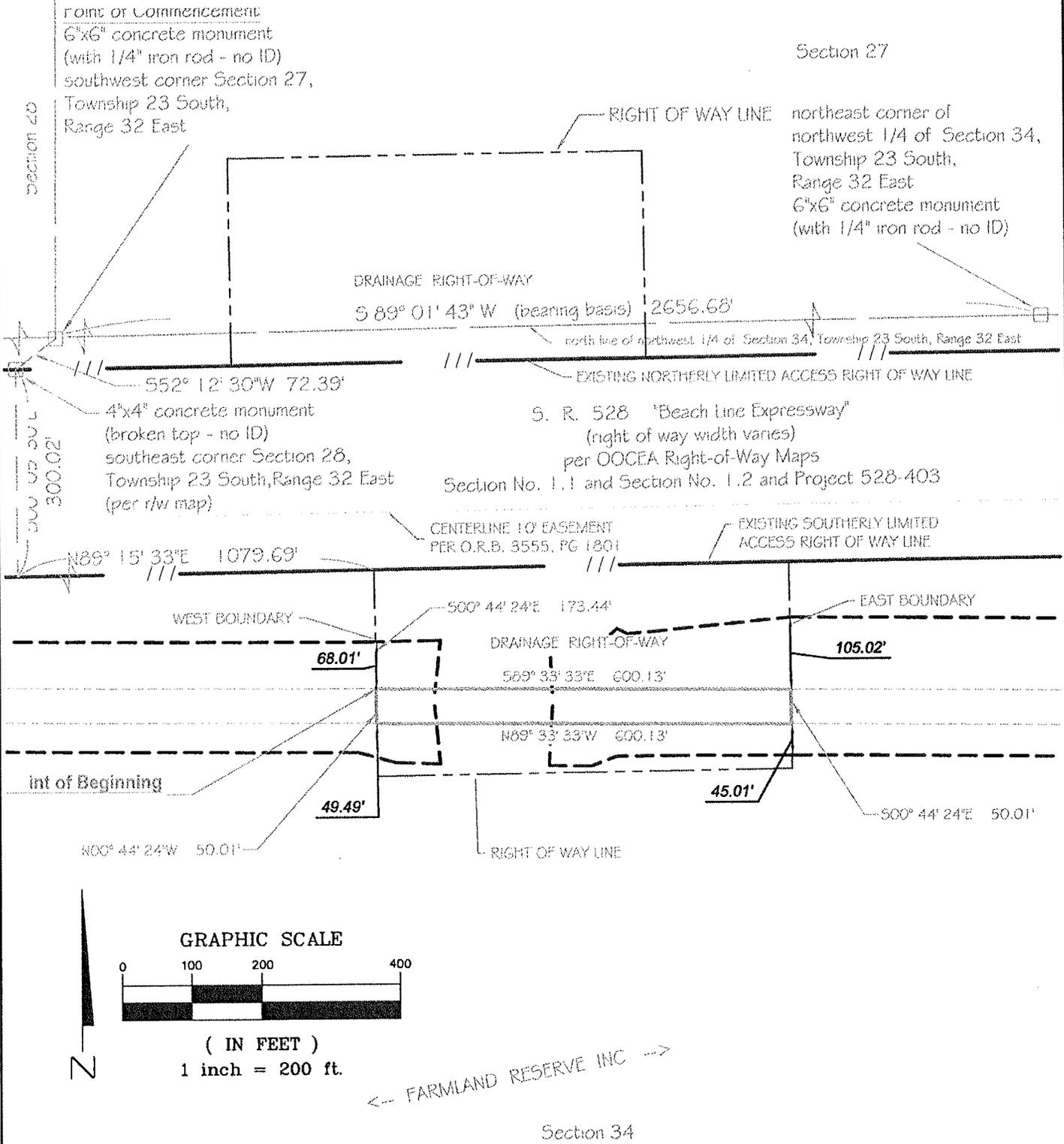
Robert M. Jones, PLS

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 2	
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			0865 CFX Surv Parc FARM - SLOP ESMT.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.9810 of S.R. 528 PARCELS (at Econlockatchee River)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2			
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						
				0885 CFX Sup Parc FARM - SLOP ESMT.dwg			

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 9811 of S.R. 528 PARCELS (at 1st Dallas pond)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT**

A parcel of land lying in Section 36, Township 23 South, Range 32 East, Orange County, Florida, lying within and adjacent to the southerly limited access right-of-way line of State Road 528, per Orlando Orange County Expressway Authority Right-of-Way Maps, Section No. 1.1 and Section No. 1.2 and Project No. 528-403, being more particularly described as follows:

Commence at a 6"x6" concrete monument (broken top - no identification) marking the Northwest Corner of Section 36, Township 23 South, Range 32 East, Orange County, Florida; thence run South 00°01'32" East, a distance of 312.86 feet to said southerly limited access right-of-way line; thence run North 89°15'11" East, along said southerly limited access right-of-way line, a distance of 2793.59 feet; thence run South 00°44'24" East, along said southerly limited access right-of-way line, a distance of 154.29 feet to the POINT OF BEGINNING; thence run North 89°19'30" East, departing said southerly limited access right-of-way line, a distance of 768.78 feet to the intersection with said southerly limited access right-of-way line; thence run South 00°44'44" East, along said southerly limited access right-of-way line, a distance of 50.00 feet; thence run South 89°19'30" West, departing said southerly limited access right-of-way line, a distance of 768.78 feet to the intersection with said southerly limited access right-of-way line; thence run North 00°44'24" West, along said southerly limited access right-of-way line, a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 0.88 acres, more or less.

Surveyor's Notes:

1. This Legal Description and Sketch is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
2. The lands surveyed were not abstracted for ownership, easements, right-of-way or other title matters by this firm.
3. The location and configuration of the lands described and depicted hereon were provided by the client.
4. 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 33 East as being North 89°38'44" West. The average combined scale factor is 0.999938.
5. The location of the right-of-way lines of interest is based on the following right-of-way maps:
Orlando Orange County Expressway Authority State Road 528, Section No. 1.1 and Section No. 1.2 and Project 528-403
6. This Legal Description and Sketch may have been reduced in size by reproduction.
7. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539-11-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

LEGEND:

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- 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
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- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way Authority
- No. = Number

--- Limit of Slope Property

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.

**12/10/15: AMENDED THIS WORK
PRODUCT TO DEPICT LOCATION
OF LIMIT OF SLOPE PROPERTY IN
RELATION TO PARCEL BOUNDARY**

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 2			
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 9811 of S.R. 528 PARCELS (at 1st Dallas Pond)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT

Section 25

6"x6" concrete monument
 (with 1/4" iron rod - no ID)
 northeast corner of
 northwest 1/4 of Section 36,
 Township 23 South,
 Range 32 East

Point of Commencement

6"x6" concrete monument
 (top broken - no ID)
 northwest corner
 of Section 36, Township 23 South,
 Range 32 East

EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE

N 89° 38' 44" W (bearing basis) 2655.04'

north line of the northwest 1/4

S. R. 528 "Beach Line Expressway"
 (right of way width varies)
 per OOCEA Right-of-Way Maps
 Section No. 1.1 and Section No. 1.2 and Project 528-403

CENTERLINE 10' EASEMENT
 PER O.R.B. 3555, PG 1801

500' 01'
 32'E
 312.66'

EXISTING SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE

N 89° 15' 11" E 2793.59'

500° 44' 24" E 154.29'

159.15'

60.00'

N 89° 19' 30" E 765.78'

Point of Beginning

23.69'

22.74'

N 00° 44' 24" W 50.00'

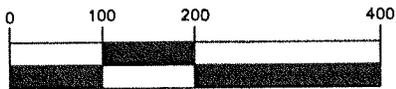
500° 44' 44" E 50.00'

Section 36

← FARMLAND RESERVE INC →



GRAPHIC SCALE



(IN FEET)

1 inch = 200 ft.

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865		DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240				
				0085 CFX Surp Parc FARM - SLOP ESMT.dwg	

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 9812 of S.R. 528 PARCELS (at 2nd Dallas pond)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT**

A parcel of land lying in Section 31, Township 23 South, Range 33 East, Orange County, Florida, lying within and adjacent to the southerly limited access right-of-way line of State Road 528, per Orlando Orange County Expressway Authority Right-of-Way Maps Section No. 1.1 and Section No. 1.2 and Project 528-403, being more particularly described as follows:

Commence at a 4"x4" concrete monument (broken top- no identification) marking the Northeast Corner of Section 31, Township 23 South, Range 33 East, Orange County, Florida; thence run South 00°44'03" East, a distance of 268.13 feet to said southerly limited access right-of-way line; thence run South 89°15'16" West, along said southerly limited access right-of-way line, a distance of 1414.59 feet; thence run South 00°44'44" East, along said southerly limited access right-of-way line, a distance of 100.50 feet to the POINT OF BEGINNING; thence run South 00°44'44" East, along said southerly limited access right-of-way line, a distance of 50.00 feet; thence run South 89°15'08" West, departing said southerly limited access right-of-way line, a distance of 277.92 feet; thence run South 89°12' 18" West, a distance of 139.33 feet; thence run South 88°55'53" West, a distance of 139.33 feet to a point on a curve concave to the south; thence run westerly along the arc of said curve, having a radius of 14439.75 feet, a central angle of 00°57'39", a chord length of 242.12 feet bearing South 88°13'10" West, an arc distance of 242.13 feet to the intersection with said southerly limited access right-of-way line; thence run North 00°44'44" West, along said southerly limited access right-of-way line, a distance of 50.02 feet to a point on a non-tangent curve concave to the south; thence run easterly along the arc of said curve, having a radius of 14489.75 feet, a central angle of 00° 57' 20", a chord length of 241.64 feet bearing North 88°13'20" East, an arc distance of 241.64 feet; thence run North 88° 55'52" East, a distance of 139.57 feet; thence run North 89° 12' 18" East, a distance of 139.57 feet; thence run North 89° 15' 08" East, a distance of 277.92 feet to the POINT OF BEGINNING.

Containing 0.92 acres, more or less.

Surveyor's Notes:

1. This Legal Description and Sketch is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
2. The lands surveyed were not abstracted for ownership, easements, right-of-way or other title matters by this firm.
3. The location and configuration of the lands described and depicted hereon were provided by the client.
4. 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 31, Township 23 South, Range 33 East as being South 89°29'32" West. The average combined scale factor is 0.999938.
5. The location of the right-of-way lines of interest is based on the following right-of-way maps:
Orlando Orange County Expressway Authority State Road 528, Section No. 1.1 and Section No. 1.2 and Project 528-403
Florida Department Of Transportation State Road 528, Section 75005-2501 and State Road 520 Section 75140
6. This Legal Description and Sketch may have been reduced in size by reproduction.
7. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539-12-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 = Identification
- Y = 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
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way 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.

**12/10/15: AMENDED THIS WORK
PRODUCT TO DEPICT LOCATION
OF LIMIT OF SLOPE PROPERTY IN
RELATION TO PARCEL BOUNDARY**

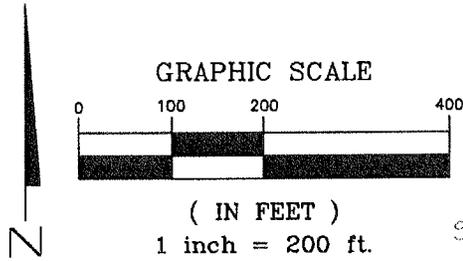
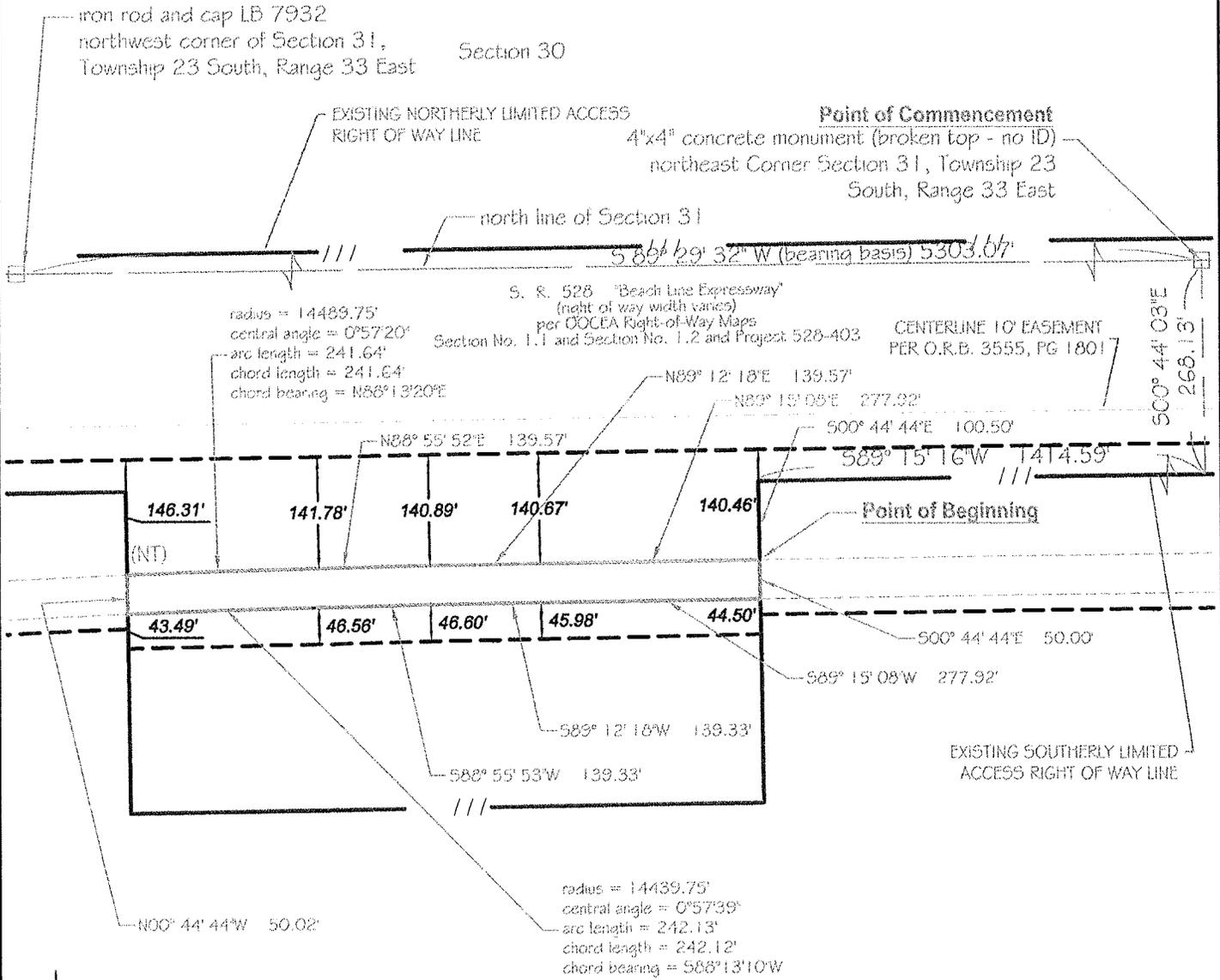
Robert M. Jones, PLS

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 2	
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865		DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240				
				0865 CFX Supr Parc FARR - SLOP ESMT.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 9812 of S.R. 528 PARCELS (at 2nd Dallas pond)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT



← FARMLAND RESERVE INC →

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2		
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 9813 of S.R. 528 PARCELS (at Farm Road 2)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT

A parcel of land lying in Sections 32 and 33 Township 23 South, Range 33 East, Orange County, Florida, lying within and adjacent to the southerly limited access right-of-way line of State Road 528, per Orlando Orange County Expressway Authority Right-of-Way Maps, Section No. 1.1 and Section No. 1.2, being more particularly described as follows:

Commence at a 6"x6" concrete monument (broken top- no identification) marking the Northwest Corner of Section 33, Township 23 South, Range 33 East, Orange County, Florida; thence run South 01°11'05" East, along the southerly projection of the west line of the southwest 1/4 of Section 28 Township 23 South, Range 33 East, a distance of 427.86 feet to the POINT OF BEGINNING, said point lying on a non-tangent curve concave to the north; thence run easterly along the arc of said curve, having a radius of 98206.34 feet, a central angle of 00°06'32", a chord length of 186.42 feet bearing North 89° 47' 14" East, an arc distance of 186.42 feet; thence run North 89°43'15" East, a distance of 62.00 feet; thence run North 89° 42'53" East , a distance of 907.94 feet to said existing southerly limited access right of way line of State Road 528; thence South 77°58'56" West, along said southerly limited access right-of-way line, a distance of 245.89 feet; thence departing said southerly limited access right-of-way line, run South 89°42'53" West, a distance of 667.20 feet; thence run South 89° 43' 15" West, a distance of 62.01 feet to a curve concave to the north; thence run westerly along the arc of said curve, having a radius of 98256.34 feet, a central angle of 00°06'05", a chord distance of 173.93 feet bearing South 89° 47'01" West, an arc distance of 173.93 feet to said southerly limited access right-of-way line; thence run North 78°29'25" West, along said southerly limited access right-of-way line, a distance of 248.57 feet; thence departing said southerly limited access right of way line, run North 89° 59' 14" East, a distance of 2.01 feet to a point on a non-tangent curve concave to the north; thence run easterly along the arc of said curve having a radius 98206.34 feet, a central angle of 00°08'01", a chord distance of 228.83 feet bearing North 89°54'30" East, an arc distance of 228.83 feet to the POINT OF BEGINNING.

Containing 1.31 acres, more or less.

Surveyor's Notes:

- 1) This Legal Description and Sketch is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The lands surveyed were not abstracted for ownership, easements, right-of-way or other title matters by this firm.
- 3) The location and configuration of the lands described and depicted hereon were provided by the client.
- 4) 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 southwest 1/4 of Section 28, Township 23 South, Range 33 East as being South 01°11'05" East. The average combined scale factor is 0.999938.
- 5) The location of the right-of-way lines of interest is based on the following right-of-way maps:
 Orlando Orange County Expressway Authority State Road 528, Section No. 1.1 and Section No. 1.2
- 6) This Legal Description and Sketch may have been reduced in size by reproduction.
7. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539-13-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 = 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
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way Authority
- No. = Number

----- Limit of Slope Property

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.

12/10/15: AMENDED THIS WORK PRODUCT TO DEPICT LOCATION OF LIMIT OF SLOPE PROPERTY IN RELATION TO PARCEL BOUNDARY

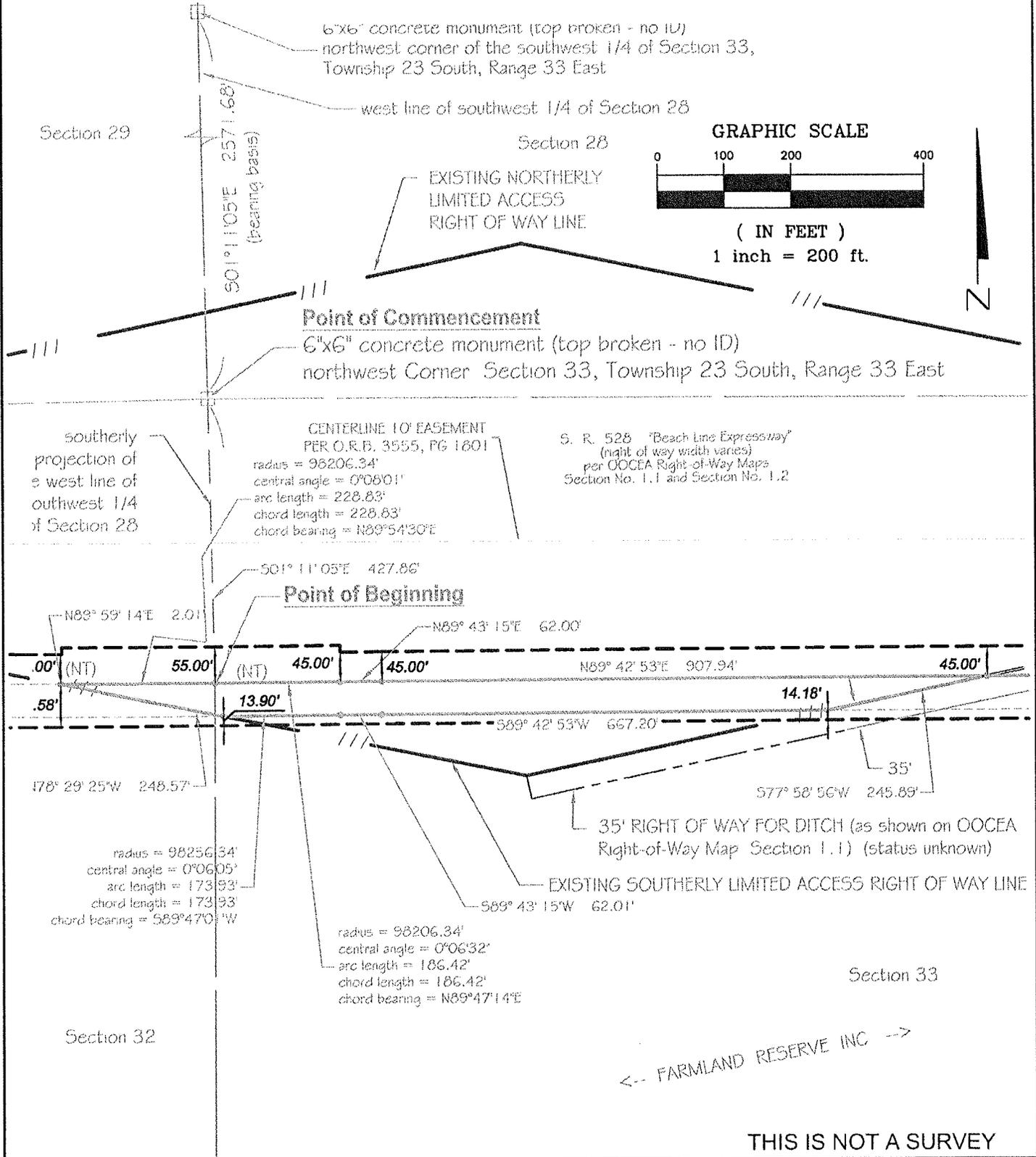
Robert M. Jones, PLS

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 2	
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865		DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240		/ /	/ /

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 9813 of S.R. 528 PARCELS (at Farm Road 2)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2			
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 9814 Part A and Part B of S.R. 528 PARCELS (at S.R. 520)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT**

Part A

A parcel of land lying in Sections 35 and 36, Township 23 South, Range 33 East, Orange County, Florida, lying within and adjacent to the southerly limited access right-of-way line of State Road 528, per Orlando Orange County Expressway Authority State Road 528 Right-of-Way Maps, Section No. 1.1 and Section No. 1.2, Florida Department of Transportation State Road 528 Right of Way Map, Section 75005-2501 and State Road 520 Right of Way Map Section 75140, being more particularly described as follows:

Commence at a 6"x6" concrete monument (no identification) marking the northeast corner of Section 36, Township 23 South, Range 33 East, Orange County, Florida; thence run South 89°28'54" West, along the north line of said Section 36, a distance of 5531.97 feet to the northwest corner of said Section 36; thence run South 00°00'00" East, a distance of 563.24 feet; to the POINT OF BEGINNING, said point lying on a non-tangent curve concave to the north; thence run easterly along the arc of said curve, having a radius of 11444.19 feet, a central angle of 0°26'33", a chord length of 88.36 feet bearing South 89°38'01" East, an arc distance of 88.36 feet to the westerly right-of-way line of said State Road 520; thence run South 34°26'05" East, along said right-of-way line, a distance of 60.67 feet to a point on a non-tangent curve concave to the north; thence, departing said right-of-way line, run westerly along the arc of said curve, having a radius of 11494.19 feet, a central angle of 02°36'22", a chord length of 522.79 feet bearing North 88°43'24" West, an arc distance of 522.84 feet; thence run North 87°03'52" West, a distance of 170.76 feet; thence run North 86°38'23" West, a distance of 170.76 feet; thence run North 86°34'04" West, a distance of 320.42 feet to said southerly limited access right-of-way line; thence run North 52°31'20" West, along said southerly limited access right-of-way line, a distance of 89.31 feet; thence, departing said southerly limited access right-of-way line, run South 86°34'04" East, a distance of 394.42 feet; thence South 86°38'23" East, a distance of 170.39 feet; thence South 87°03'50" East, a distance of 170.39 feet to a point on a non-tangent curve concave to the north; thence, run easterly along the arc of said curve, having a radius of 11444.19 feet, a central angle of 01°59'32", a chord length of 397.90 feet bearing South 88°24'59" East, an arc distance of 397.92 feet to the POINT OF BEGINNING.

Containing 1.38 acres, more or less.

Together with:

Part B

A parcel of land lying in Section 36, Township 23 South, Range 33 East, Orange County, Florida, lying within and adjacent to the southerly limited access right-of-way line of State Road 528, per Orlando Orange County Expressway Authority State Road 528 Right-of-Way Maps, Section No. 1.1 and Section No. 1.2, Florida Department of Transportation State Road 528 Right of Way Map, Section 75005-2501 and State Road 520 Right of Way Map Section 75140, being more particularly described as follows:

Commence at a 6"x6" concrete monument (no identification) marking the northeast corner of Section 36, Township 23 South, Range 33 East, Orange County, Florida; thence run South 89°28'54" West, along the north line of said Section 36, a distance of 5531.97 feet to the northwest corner of said Section 36; thence run South 00°00'00" East, a distance of 563.24 feet to a point lying on a non-tangent curve concave to the north; thence run easterly along the arc of said curve, having a radius of 11444.19 feet, a central angle of 01°38'59", a chord length of 329.53 feet bearing North 89°45'46" East, an arc distance of 329.54 feet to the easterly right-of-way line of said State Road 520 and the POINT OF BEGINNING; thence run easterly along the arc of said curve, having a radius of 11444.19 feet, a central angle of 01°19'12", a chord length of 263.64 feet bearing North 88°16'40" East, an arc distance of 263.65 feet to said southerly limited access right-of-way line; thence run South 10°28'50" West, along said southerly limited access right-of-way line, a distance of 51.28 feet to a point on a non-tangent curve concave to the north; thence, departing said southerly limited access right-of-way line, run westerly along the arc of said curve, having a radius of 11494.19 feet, a central angle of 01°05'57", a chord length of 220.48 feet bearing South 88°13'27" West, an arc distance of 220.48 feet to said easterly right-of-way line of said State Road 520; thence along said easterly right-of-way line, run North 34°26'05" West, a distance of 59.82 feet to the POINT OF BEGINNING.

Containing 12,103 square feet or 0.28 acres, more or less.

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 3	
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865		DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240		---	---	
				0665 CFX Surp Parc FARM - SLOP ESMT.dwg	

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 9814 Part A and Part B of S.R. 528 PARCELS (at S.R. 520)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT**

Surveyor's Notes:

- 1) This Legal Description and Sketch is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The lands surveyed were not abstracted for ownership, easements, right-of-way or other title matters by this firm.
- 3) The location and configuration of the lands described and depicted hereon were provided by the client.
- 4) 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 36, Township 23 South, Range 33 East as being South 89°28'54" West. The average combined scale factor is 0.999938.
- 5) The location of the right-of-way lines of interest is based on the following right-of-way maps:

Orlando Orange County Expressway Authority State Road 528, Section No. 1.1 and Section No. 1.2
Florida Department Of Transportation State Road 528, Section 75005-2501 and State Road 520 Section 75140
- 6) This Legal Description and Sketch may have been reduced in size by reproduction.
7. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539-14-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
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- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way Authority
- No. = Number
- FDOT = Florida Department of Transportation
- — — — — Limit of Slope Property

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.

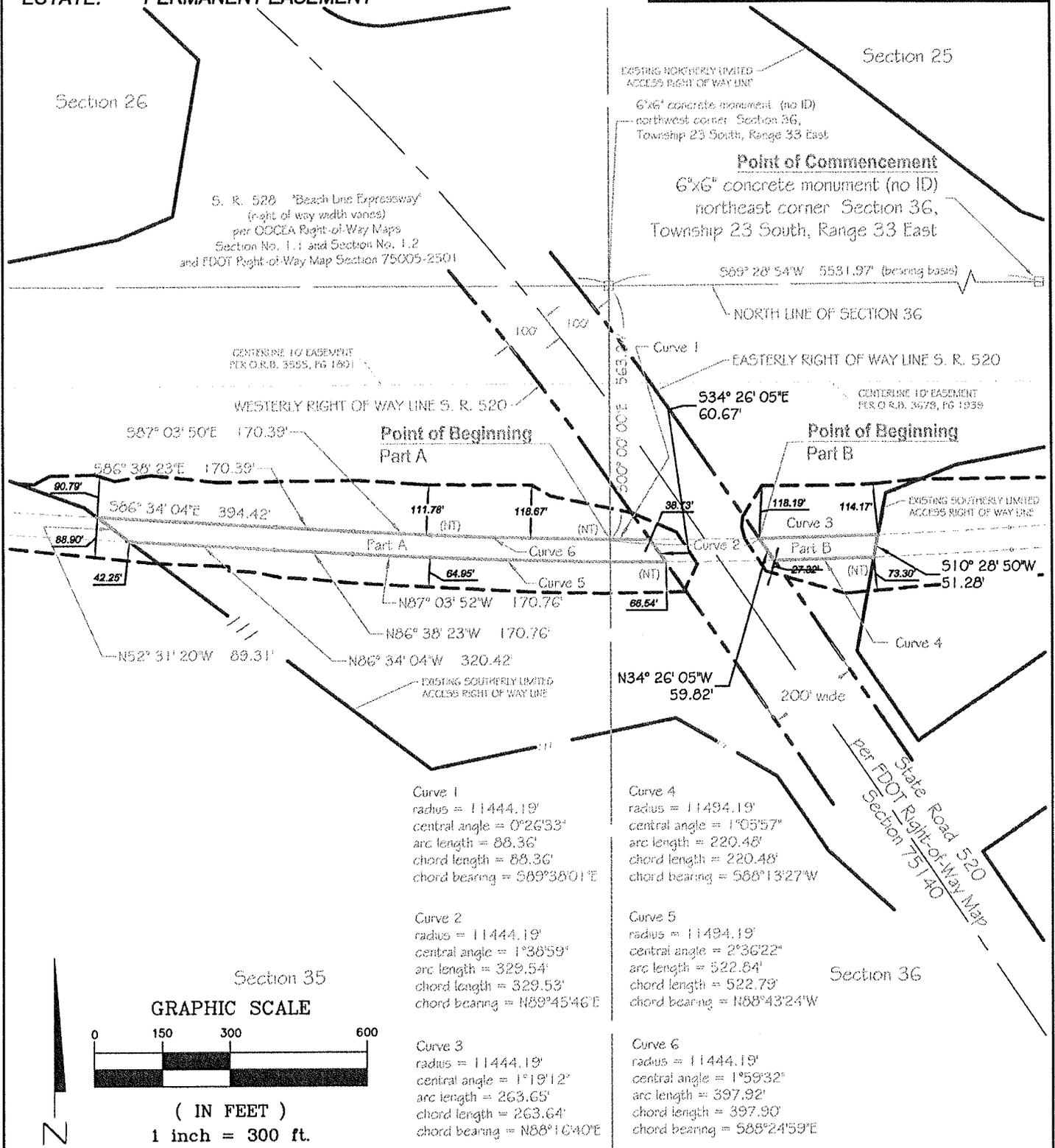
**12/10/15: AMENDED THIS WORK
PRODUCT TO DEPICT LOCATION
OF LIMIT OF SLOPE PROPERTY IN
RELATION TO PARCEL BOUNDARY**

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 2 OF 3			
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240					0885 CFX Sup Parc FARM - SLOP ESMIT.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 9814 Part A and Part B of S.R. 528 PARCELS (at S.R. 520)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 3 OF 3			
DESIGNED BY: HNTB	DATE: 12/10/2015	 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: QMW	AMEC JOB No.: 6374150865			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						
0665 CFX Surp Parc FARW - SLOP ESM1.dwg							

COMPOSITE EXHIBIT "B"
DESCRIPTION OF THE PROPERTY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 981 of SR 528 PARCELS (at OIA)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT

A parcel of land lying in the Sections 34 and 35, Township 23 South, Range 30 East, Orange County, Florida, lying within and adjacent to the existing limited access right of way of State Road 528 as depicted on Orlando Orange County Expressway Authority Map Section 1.2 and Airport Interchange-Bee Line Improvements Right of Way Maps, being more particularly described as follows:

Commence at 6"x6" concrete monument marking the Northeast Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°22'19"East, along the East line of the Northeast 1/4 of said Section 34, a distance of 552.65 feet to the POINT OF BEGINNING; thence South 79°11'53"East, a distance of 15.10 feet to the existing southerly limited access right of way line of said State Road 528; thence along said southerly limited access right of way line, run North 80°13'05"West a distance of 2048.32 feet to a point on a curve with a radius of 5579.58 feet, concave to the south; thence westerly along said existing southerly limited access right of way line and said curve to the left through a central angle of 9°57'40", a distance of 970.03 feet where the chord bears North 85°10'21"West a distance of 968.81 feet; thence South 89°50'49"West, along said existing southerly limited access right of way line, a distance of 260.95 feet; thence South 86°01'30"West, along said existing southerly limited access right of way line, a distance of 34.35 feet; thence South 89°55'38"West, departing said existing southerly limited access right of way line, a distance of 34.51 feet; thence South 89°31'05"West a distance of 58.59 feet; thence South 87°28'14"West a distance of 58.60 feet to a point on a non-tangent curve with a radius of 851.92 feet concave to the southeast; thence southwesterly along said curve to the left through a central angle of 93°13'07", a distance of 1386.05 feet where the chord bears South 39°12'31"West a distance of 1238.16 feet; thence South 09°07'20"East a distance of 61.55 feet; thence South 11°10'07"East a distance of 61.54 feet; thence South 11°30'37"East a distance of 215.27 feet to said existing southerly limited access right of way line; thence along said existing southerly limited access right of way line the following three (3) courses and distances; thence run South 05°26'17"West a distance of 62.41 feet to a point on a curve with a radius of 2980.79 feet concave to the west; thence southerly along said curve to the right through a central angle of 2°24'25", a distance of 125.23 feet where the chord bears South 03°24'20"East a distance of 125.22 feet; thence South 10°55'22"West a distance of 14.82 feet; thence departing said existing southerly limited access right of way line, run North 11°30'37"West a distance of 55.11 feet; thence continue North 11°30'37"West a distance of 357.67 feet; thence North 11°10'09"West a distance of 62.52 feet; thence North 09°08'37"West a distance of 62.53 feet to a point on a curve with a radius of 893.31 feet, concave to the southeast; thence northeasterly along said curve to the right through a central angle of 93°20'55", a distance of 1455.42 feet where the chord bears North 39°12'31"East a distance of 1299.70 feet; thence North 87°33'40"East a distance of 62.53 feet; thence North 89°35'12"East a distance of 62.52 feet; thence North 89°55'39"East a distance of 271.31 feet; thence South 89°58'09"East a distance of 62.08 feet to a point on a curve with a radius of 5752.62 feet, concave to the south; thence easterly along said curve to the right through a central angle of 10°15'19", a distance of 1029.65 feet where the chord bears South 84°38'07"East a distance of 1028.28 feet; thence South 79°18'04"East, a distance of 62.08 feet; thence South 79°11'53"East, a distance of 1908.76 feet to the POINT OF BEGINNING.

Containing 168051.87 square feet or 3.86 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)
- 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
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way 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 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 0.999952.
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-586539-1-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

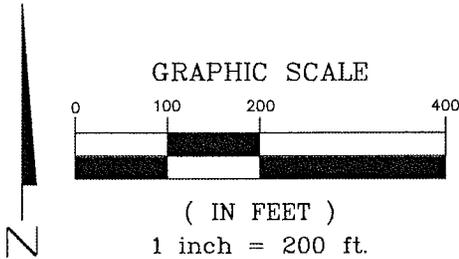
I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative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

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

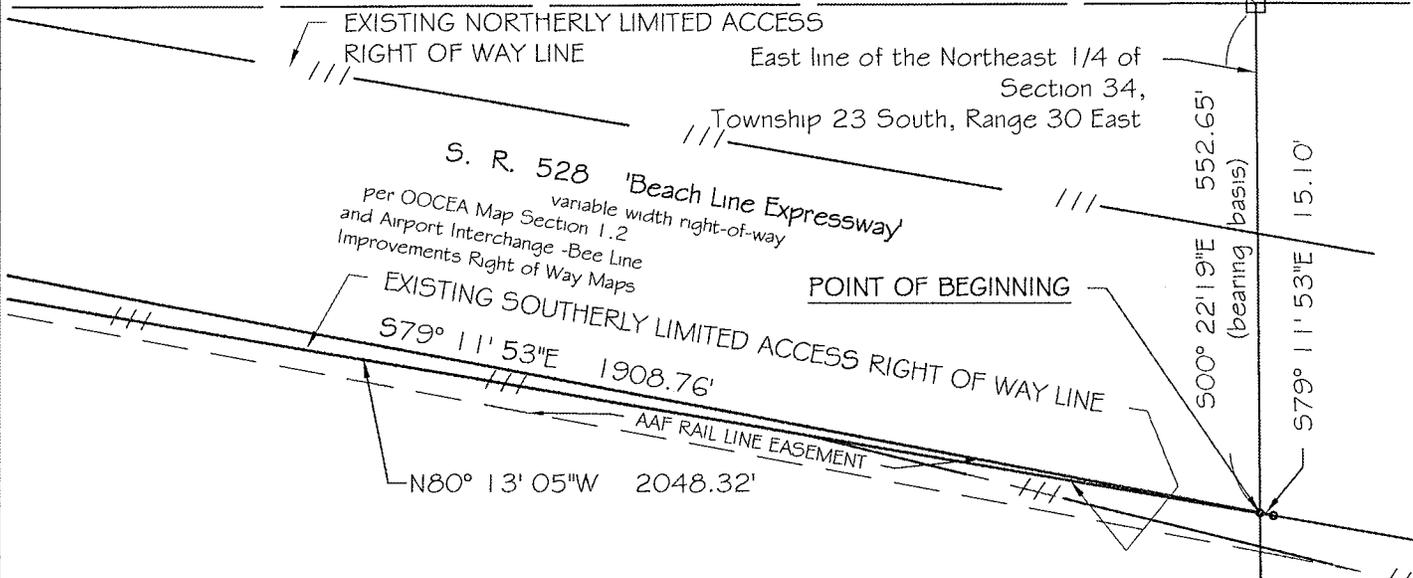
THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 4	
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.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: 0565 07X Surplus Parcels et al.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No. 981 of SR 528 PARCELS (at OIA)
 PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
 ESTATE: PERMANENT EASEMENT



POINT OF COMMENCEMENT
 6"x6" concrete monument
 northeast corner Section 34,
 Township 23 South, Range 30 East



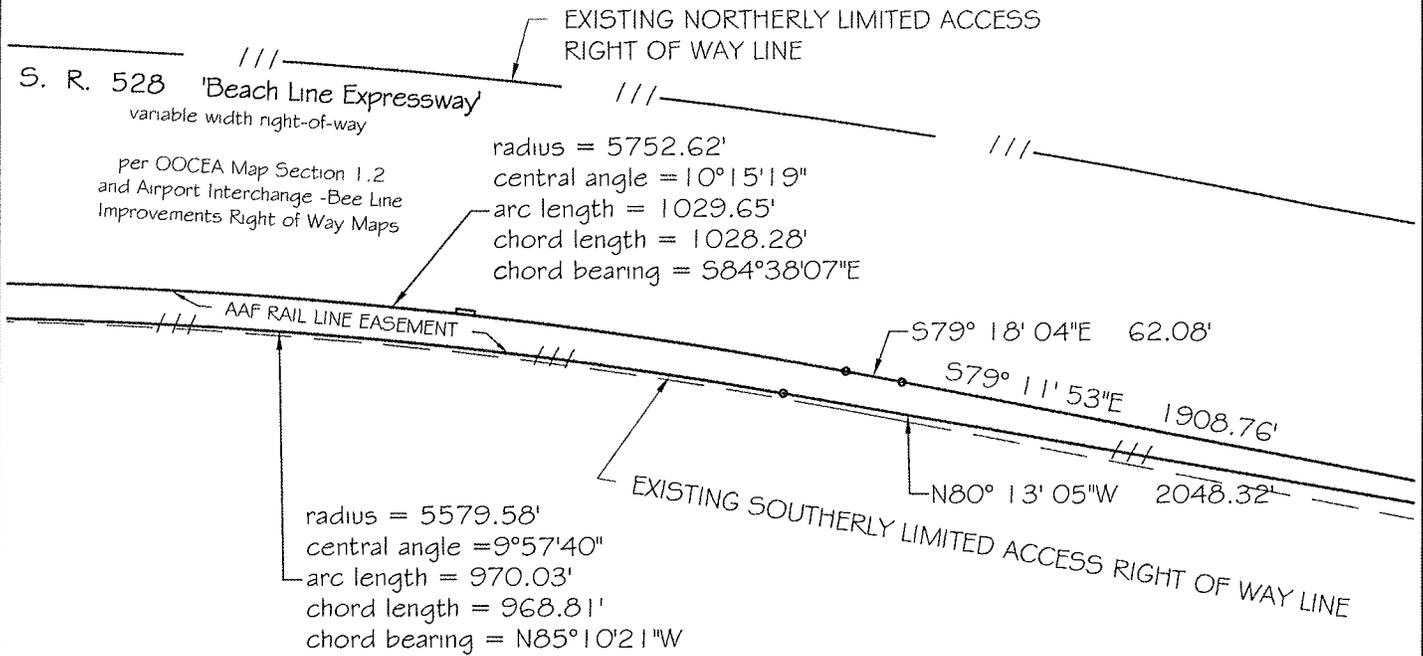
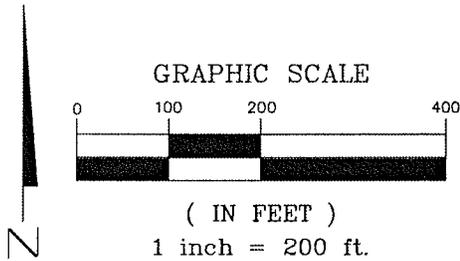
ORLANDO INTERNATIONAL AIRPORT

34 | 35

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 4	
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.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: 0865 CFX Surplus Parcels at OIA/pej	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No. 981 of SR 528 PARCELS (at OIA)
 PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
 ESTATE: PERMANENT EASEMENT



ORLANDO INTERNATIONAL AIRPORT

34

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 3 OF 4	
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.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: 0665 CFX Surplus Parcels at OIA.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528

PROJECT No. 528-1240

PARCEL No. 981 of SR 528 PARCELS (at OIA)

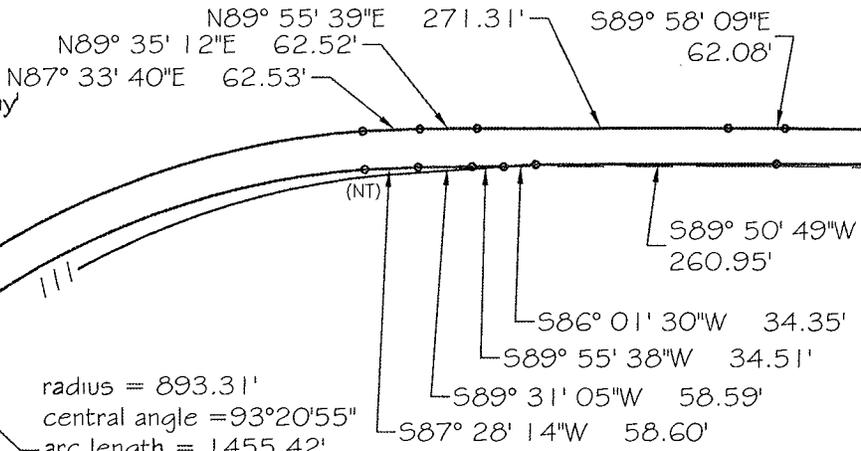
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR

ESTATE: PERMANENT EASEMENT

S. R. 528 'Beach Line Expressway'
variable width right-of-way

per OOCEA Map Section 1.2
and Airport Interchange -Bee Line
Improvements Right of Way Maps

O.R. PARCEL C-4
O.R.B. 3181 PG. 800
AAF RAIL LINE EASEMENT

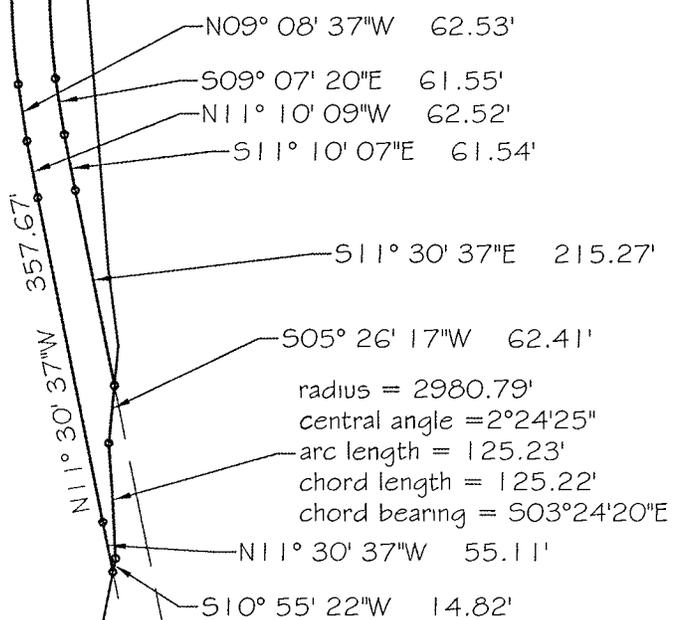


radius = 893.31'
central angle = $93^{\circ} 20' 55''$
arc length = 1455.42'
chord length = 1299.70'
chord bearing = $N39^{\circ} 12' 31'' E$

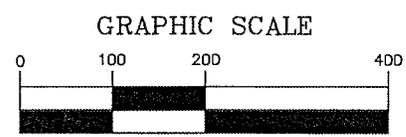
EXISTING SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE

radius = 851.92'
central angle = $93^{\circ} 13' 07''$
arc length = 1386.05'
chord length = 1238.16'
chord bearing = $S39^{\circ} 12' 31'' W$

ORLANDO INTERNATIONAL AIRPORT



34



(IN FEET)
1 inch = 200 ft.

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 4 OF 4	
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.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: 065 CFX Surplus Parcels at OIA.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 982 of SR 528 PARCELS (at OIA) (GOLDENROD ROAD EXTENSION)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT

A parcel of land lying in the Sections 34 and 35, Township 23 South, Range 30 East, Orange County, Florida, lying within and adjacent to the south limited access right of way for Goldenrod Road Extension as depicted on Orlando Orange County Expressway Authority Project No. 903 Right-of-Way Maps, being more particularly described as follows:

Commence at 6"x6" concrete monument marking the Northeast Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°22'19"East, along the East line of the Northeast 1/4 of said Section 34, a distance of 552.65 feet; thence South 79°11'53"East, a distance of 15.10 feet to a point of intersection with the existing southerly limited access right of way line of State Road 528 ("Beachline Expressway") per Orlando Orange County Expressway Authority right of way Map Section 1.2 and the POINT OF BEGINNING; thence, departing said southerly limited access right of way line, run South 79°11'53"East a distance of 24.82 feet; thence South 79°06'03"East a distance of 77.65 feet; thence South 78°31'10"East a distance of 77.65 feet to a point on a curve with a radius of 3834.83 feet, concave to the south; thence easterly along said curve to the right through a central angle of 8°54'36", a distance of 596.35 feet where the chord bears South 73°34'50"East a distance of 595.75 feet; thence South 68°38'30"East a distance of 77.65 feet; thence South 68°03'37"East a distance of 77.65 feet; thence South 67°57'47"East a distance of 231.17 feet; thence South 68°09'12"East a distance of 139.19 feet; thence South 69°17'24"East a distance of 139.20 feet to a point on a curve with a radius of 3493.02 feet concave to the northeast; thence southeasterly along said curve to the left through a central angle of 17°51'51", a distance of 1089.08 feet where the chord bears South 79°10'25"East a distance of 1084.67 feet; thence South 88°33'00"East a distance of 58.66 feet to the south limited access right of way line of said Goldenrod Road Extension; thence, along said south limited access right of way line of Goldenrod Road Extension, South 84°42'52"West a distance of 194.65 feet; thence South 13°30'54"West, continuing along said south limited access right of way line of Goldenrod Road Extension, a distance of 15.44 feet to a point on a curve with a radius of 3520.52 feet concave to the northeast; thence, departing said south limited access right of way line of Goldenrod Road Extension run westerly along said curve to the right through a central angle of 15°39'38", a distance of 962.26 feet where the chord bears North 78°04'18"West a distance of 959.26 feet; thence North 69°17'29"West a distance of 139.87 feet; thence North 68°09'15"West a distance of 139.62 feet; thence North 67°57'47"West a distance of 232.57 feet; thence North 68°07'32"West a distance of 99.85 feet to a point on said south limited access right of way line of Goldenrod Road Extension, said point lying on a curve with a radius of 2770.79 feet concave to the southwest; thence westerly along said south limited access right of way line of Goldenrod Road Extension and said curve to the left through a central angle of 5°00'38", a distance of 242.30 feet where the chord bears North 70°07'58"West a distance of 242.22 feet to a point on a non-tangent curve with a radius of 3807.33 feet, concave to the south; thence, departing said south limited access right of way line of Goldenrod Road Extension, run westerly along said curve to the left through a central angle of 6°05'25", a distance of 404.70 feet where the chord bears North 74°59'25"West a distance of 404.51 feet; thence North 78°30'30"West a distance of 74.73 feet to said south limited access right of way line of Goldenrod Road Extension; thence North 76°11'34"West, along said south limited access right of way line of Goldenrod Road Extension, a distance of 619.43 feet to said existing southerly limited access right of way line of State Road 528; thence, along said existing southerly limited access right of way line, run South 80°13'05"East a distance of 515.20 feet to the POINT OF BEGINNING.

Containing 111124.01 square feet or 2.55 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)
- 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
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way 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 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 0.999952.
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-586539-2-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

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

Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

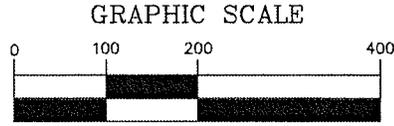
THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 3	
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.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: 0865 CFX Surplus Parcels at OIA.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 982 of SR 528 PARCELS (at OIA) (GOLDENROD ROAD EXTENSION)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT

POINT OF COMMENCEMENT

6"x6" concrete monument
 northeast corner Section 34,
 Township 23 South, Range 30 East



(IN FEET)

1 inch = 200 ft.

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

EXISTING NORTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

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

POINT OF BEGINNING

radius = 3834.83'
 central angle = 8°54'36"
 arc length = 596.35'
 chord length = 595.75'
 chord bearing = 573°34'50"E

580° 13' 05"E 515.20'

579° 11' 53"E 24.82'
 579° 06' 03"E 77.65'
 578° 31' 10"E 77.65'

AAF RAIL LINE EASEMENT

568° 03' 37"E 77.65'
 568° 38' 30"E 77.65'

N76° 11' 34"W 619.43'
 N78° 30' 30"W 74.73'

AAF RAIL LINE EASEMENT
 (NT)

PARCEL B-1
 O.R.B. 3485
 PG. 85

OUC Water Easement (20' wide)
 O.R.B. 5986, Pg. 4492

radius = 3807.33'
 central angle = 6°05'25"
 arc length = 404.70'
 chord length = 404.51'
 chord bearing = N74°59'25"W

radius = 2770.79'
 central angle = 5°00'38"
 arc length = 242.30'
 chord length = 242.22'
 chord bearing = N70°07'58"W

N68° 07' 32"W 99.85'

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

34 35

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

LEGAL DESCRIPTION and SKETCH

SHEET 2 OF 3

DESIGNED BY: HNTB

DATE: 11/24/2015

Amec Foster Wheeler Environment & Infrastructure, Inc.

REVISIONS

DRAWN BY: PEW

AMEC JOB No.: 6374150865



75 East Amelia Street, Suite 200

Orlando, FL 32801 USA

Phone: (407) 522-7570

Certificate of Authorization Number LB-0007932

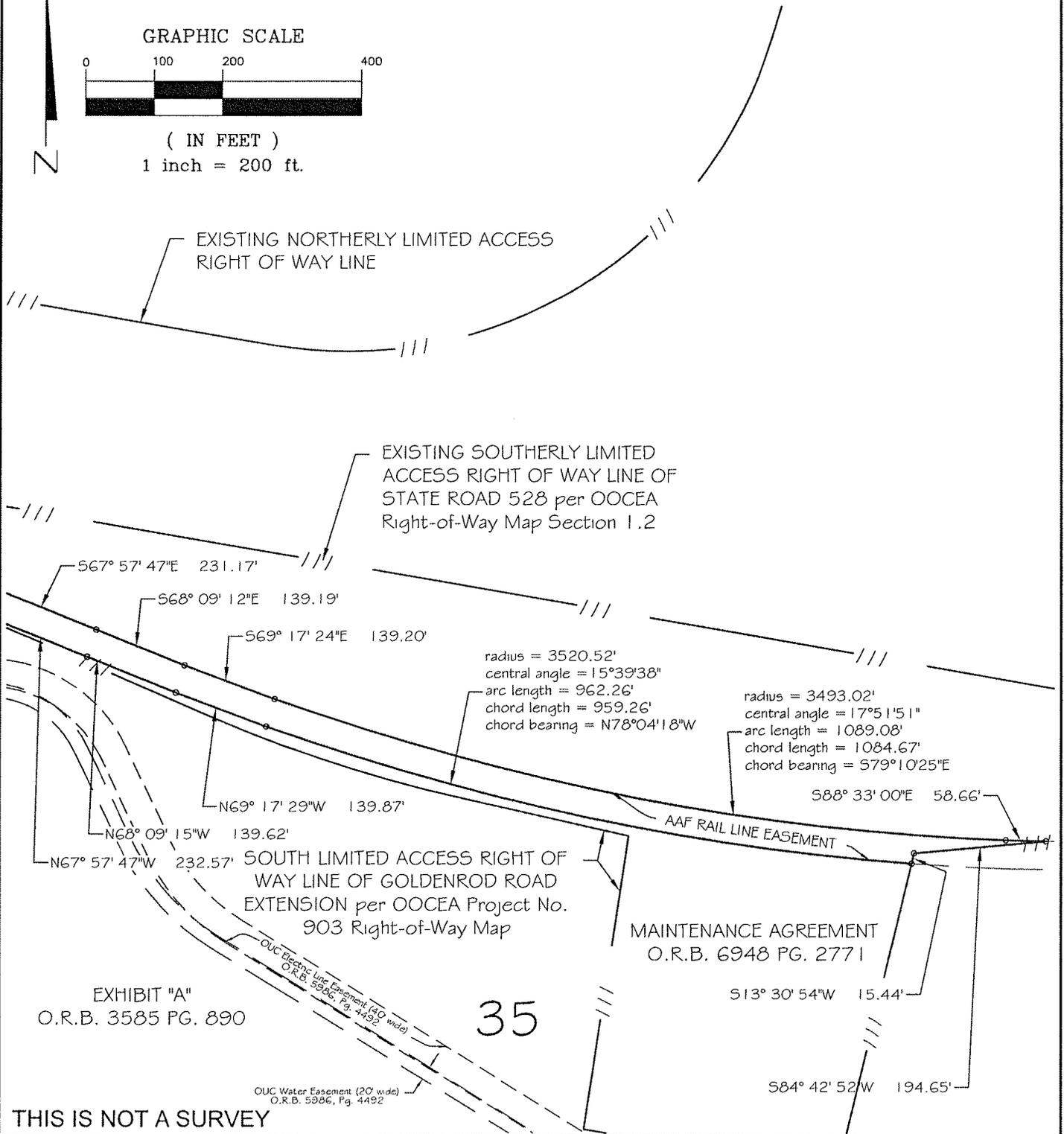
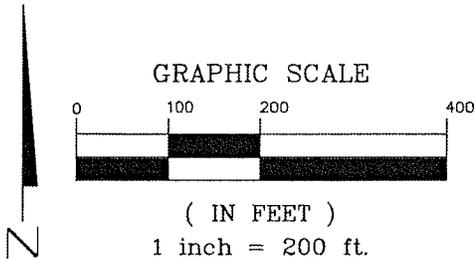
DATE BY

APPROVED BY: RMJ

CFX PROJECT No.: 528-1240

DRAWING NAME: 0855 CFX Surplus Parcels of OIA.dwg

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 982 of SR 528 PARCELS (at OIA) (GOLDENROD ROAD EXTENSION)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 11/24/2015
DRAWN BY: PEW	AMEC JOB No.: 6374150865
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 3 OF 3	
REVISIONS	
DATE	BY
DRAWING NAME: 0265 CFX Simple Parcels at OIA.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 983 of SR 528 PARCELS (at OIA) (GOLDENROD ROAD EXTENSION)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT

A parcel of land lying in the Section 35, Township 23 South, Range 30 East, Orange County, Florida, lying within and adjacent to the limited access right of way for Goldenrod Road Extension as depicted on Orlando Orange County Expressway Authority Project No. 903 Right-of-Way Maps, 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 a point of intersection with the existing southerly limited access right of way line of State Road 528 ("Beachline Expressway") per Orlando Orange County Expressway Authority Right-of-Way Map Section 1.2; thence North 89°51'21" West, along said existing southerly limited access right of way line, a distance of 976.57 feet to a point on a curve with a radius of 5879.58 feet, concave to the north; thence westerly along said southerly limited access right of way line and curve to the right through a central angle of 2°29'51", a distance of 256.28 feet where the chord bears North 88°30'26" West a distance of 256.26 feet to a point lying on the south limited access right of way line of said Goldenrod Road Extension and the POINT OF BEGINNING; thence run along said south limited access right of way line of said Goldenrod Road Extension, being a non-tangent curve with a radius of 4969.00 feet concave to the north; thence westerly along said curve to the right through a central angle of 5°55'11", a distance of 513.38 feet where the chord bears North 89°57'17" West a distance of 513.15 feet; thence continuing along said south limited access right of way line of Goldenrod Road Extension, run North 86°59'42" West, a distance of 100.09 feet; thence departing said south limited access right of way line of Goldenrod Road Extension, run North 89°36'58" East, a distance of 262.97 feet; thence North 89°38'14" East, a distance of 62.03 feet; thence North 89°45'49" East, a distance of 62.03 feet to a point on a curve with a radius of 14046.65 feet, concave to the south; thence easterly along said curve to the right through a central angle of 0°21'35", a distance of 88.16 feet where the chord bears South 89°57'04" East a distance of 88.16 feet to a point on said existing southerly limited access right of way line of State Road 528, said point lying on a non-tangent curve with a radius of 5879.58 feet, concave to the north; thence easterly along said existing southerly limited access right of way line of State Road 528, and said curve to the left through a central angle of 1°20'47", a distance of 138.15 feet where the chord bears South 86°41'07" East a distance of 138.15 feet to the POINT OF BEGINNING.

Containing 5768.72 square feet or 0.132 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)
- 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
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- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way 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 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 0.999952.
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-586539-3-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

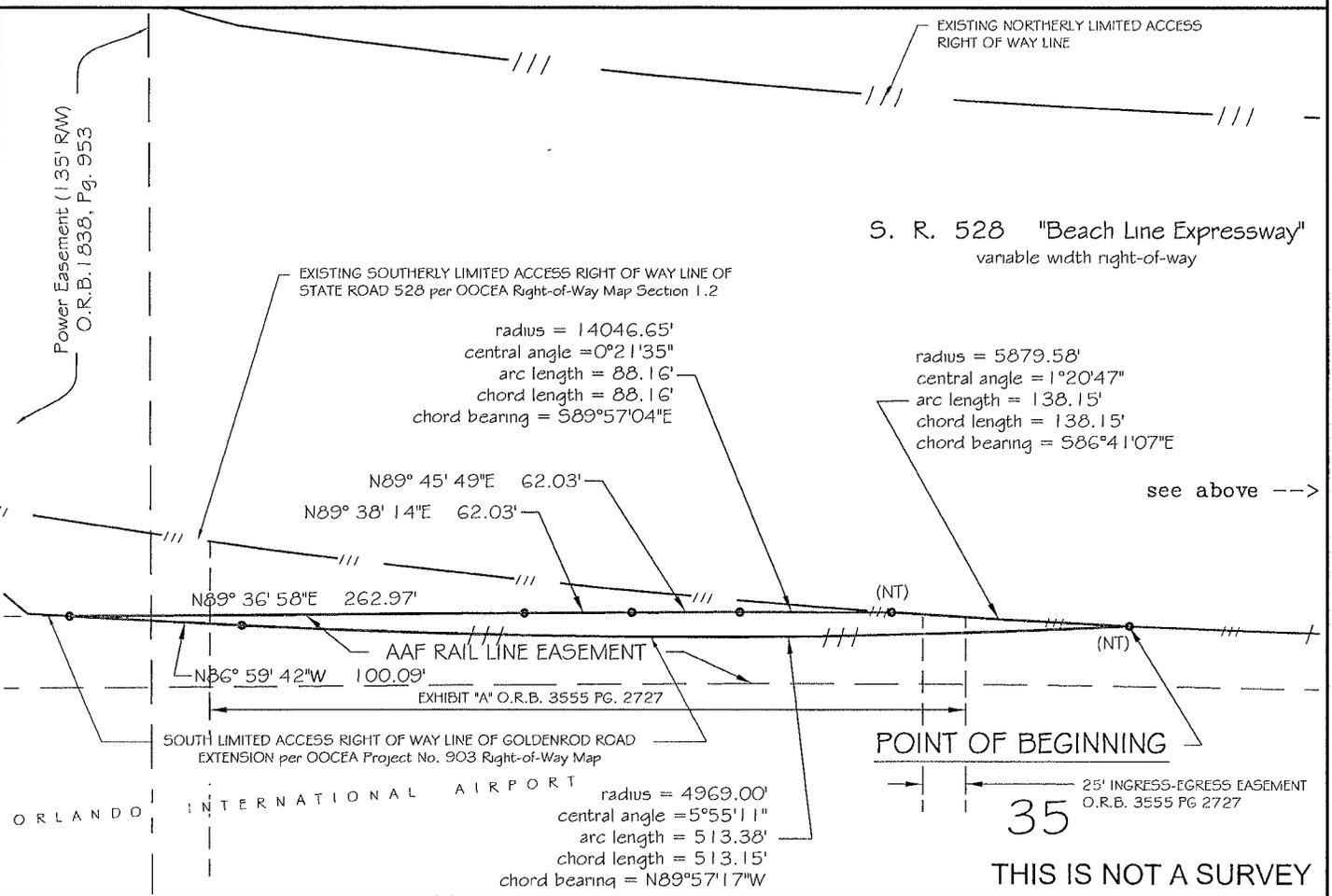
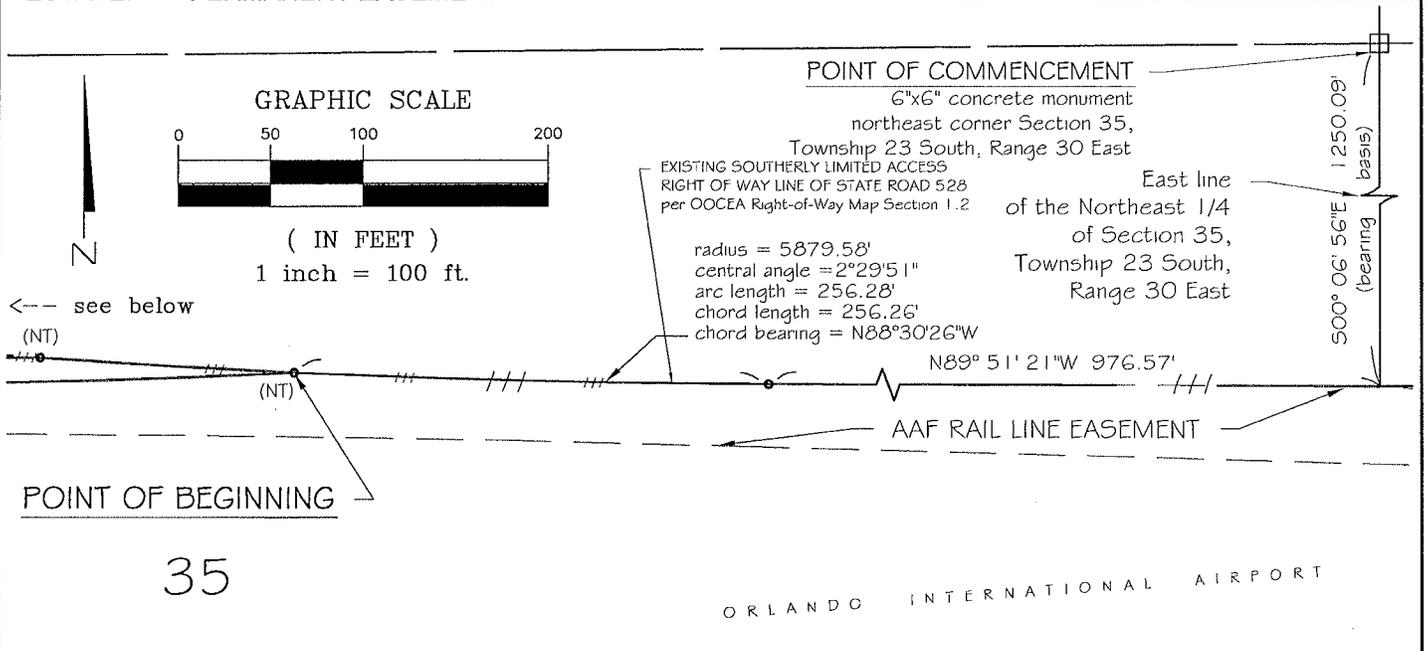
I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative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

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

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		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.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: 0865 CFX Surplus Parcels at OIA.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 983 of SR 528 PARCELS (at OIA) (GOLDENROD ROAD EXTENSION)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 11/24/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: 0865 CFX Surplus Parcels at OIA.dwg	

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 984 of SR 528 PARCELS (at OIA)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT**

A parcel of land lying in the Section 35, Township 23 South, Range 30 East, Orange County, Florida lying within the existing limited access right of way of State Road 528, 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 a point of intersection with the existing southerly limited access right of way line of State Road 528 ("Beachline Expressway"); thence North 89°51'21" West, along said existing southerly limited access right of way line, a distance of 674.55 feet to the POINT OF BEGINNING; thence continue, North 89°51'21" West, along said existing southerly limited access right of way line, a distance of 302.02 feet to a point on a curve with a radius of 5879.58 feet, concave to the north; thence westerly along said existing southerly limited access right of way line and curve to the right through a central angle of 3°50'37", a distance of 394.43 feet where the chord bears North 87°56'02" West a distance of 394.35 feet to a point on a non-tangent curve with a radius of 14046.65 feet, concave to the south; thence departing said existing southerly limited access right of way line, run easterly along said curve to the right through a central angle of 1°03'22", a distance of 258.91 feet where the chord bears South 89°14'35" East a distance of 258.90 feet; thence South 88°32'47" East, a distance of 124.07 feet; thence South 88°27'43" East, a distance of 313.32 feet to the POINT OF BEGINNING.

Containing 3746.49 square feet or 0.086 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)
- 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
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way 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 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 0.999952.
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-586539-4-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

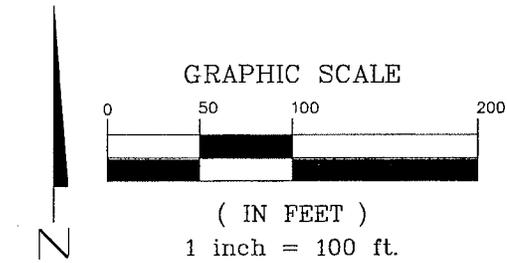
I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative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

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

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		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.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: ODES CFX Surplus Parcels at OIA.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 984 of SR 528 PARCELS (at OIA)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT



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

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

EXISTING NORTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

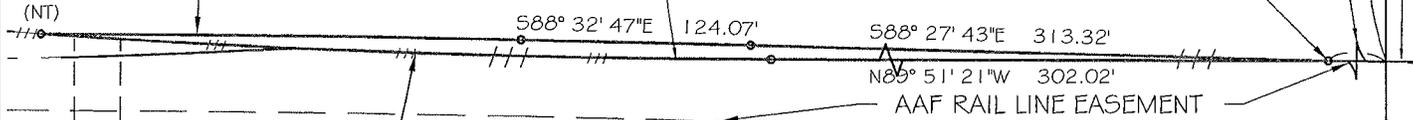
S. R. 528 "Beach Line Expressway"
 variable width right-of-way

EXISTING SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE

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

N89° 51' 21"W 674.55'

POINT OF BEGINNING



radius = 14046.65'
 central angle = 1°03'22"
 arc length = 258.91'
 chord length = 258.90'
 chord bearing = S89°14'35"E

25' INGRESS-EGRESS EASEMENT
 O.R.B. 3555 PG 2727
 radius = 5879.58'
 central angle = 3°50'37"
 arc length = 394.43'
 chord length = 394.35'
 chord bearing = N87°56'02"W

ORLANDO INTERNATIONAL AIRPORT

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		 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.: 6374150865	DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			
			DRAWING NAME: 0865 CFX Surplus Parcels of OIA.dwg	

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 985 Part A of S.R. 528 Parcels (at Narcoossee Road)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT**

A parcel of land lying in Section 36, Township 23 South, Range 30 East, Orange County, Florida, lying within the existing limited access right of way of State Road 528 per Orlando Orange County Expressway Authority State Road 528 / Narcoossee Road Interchange, Project No. 907 Right-of-Way Map, being more particularly described as follows:

Commence at 6"x6" concrete monument (no identification) marking the northeast corner of Section 36, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°15'33" West, along the east line of the northeast 1/4 of said Section 36, a distance of 1216.19 feet; thence South 89°18'55" West, a distance of 1162.57 feet to the westerly right of way line of Narcoossee Road per said Right of Way Map and the POINT OF BEGINNING; thence along said westerly right of way line, run South 30°08'04" East, a distance of 57.42 feet; thence departing said westerly right of way line, run South 89°18'55" West, a distance of 1012.36 feet to the existing southerly limited access right of way line of State Road 528 per said Right-of-Way Map; thence along said existing southerly limited access right of way line, run North 79°44'28" West, a distance of 95.75 feet; thence run North 85°39'53" West, continuing along said existing southerly limited access right of way line, a distance of 363.68 feet; thence departing said existing southerly limited access right of way line, run North 89°18'55" East, a distance of 1440.42 feet to the POINT OF BEGINNING.

Containing 1.37 acres, more or less.

Surveyors Notes

1. This Legal Description and Sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
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. The location and configuration of the lands described and depicted hereon were provided by the client.
4. 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 36, Township 23 South, Range 30 East as being South 00° 15' 33" West. The average combined scale factor is 0.999945.
5. The location of the right-of-way lines of interest is based on the follow right-of-way map:
Orlando Orange County Expressway Authority State Road 528 / Narcoossee Road Interchange, Project No. 907.
6. This legal description and sketch may have been reduced in size by reproduction.
7. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539-5-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
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way 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.

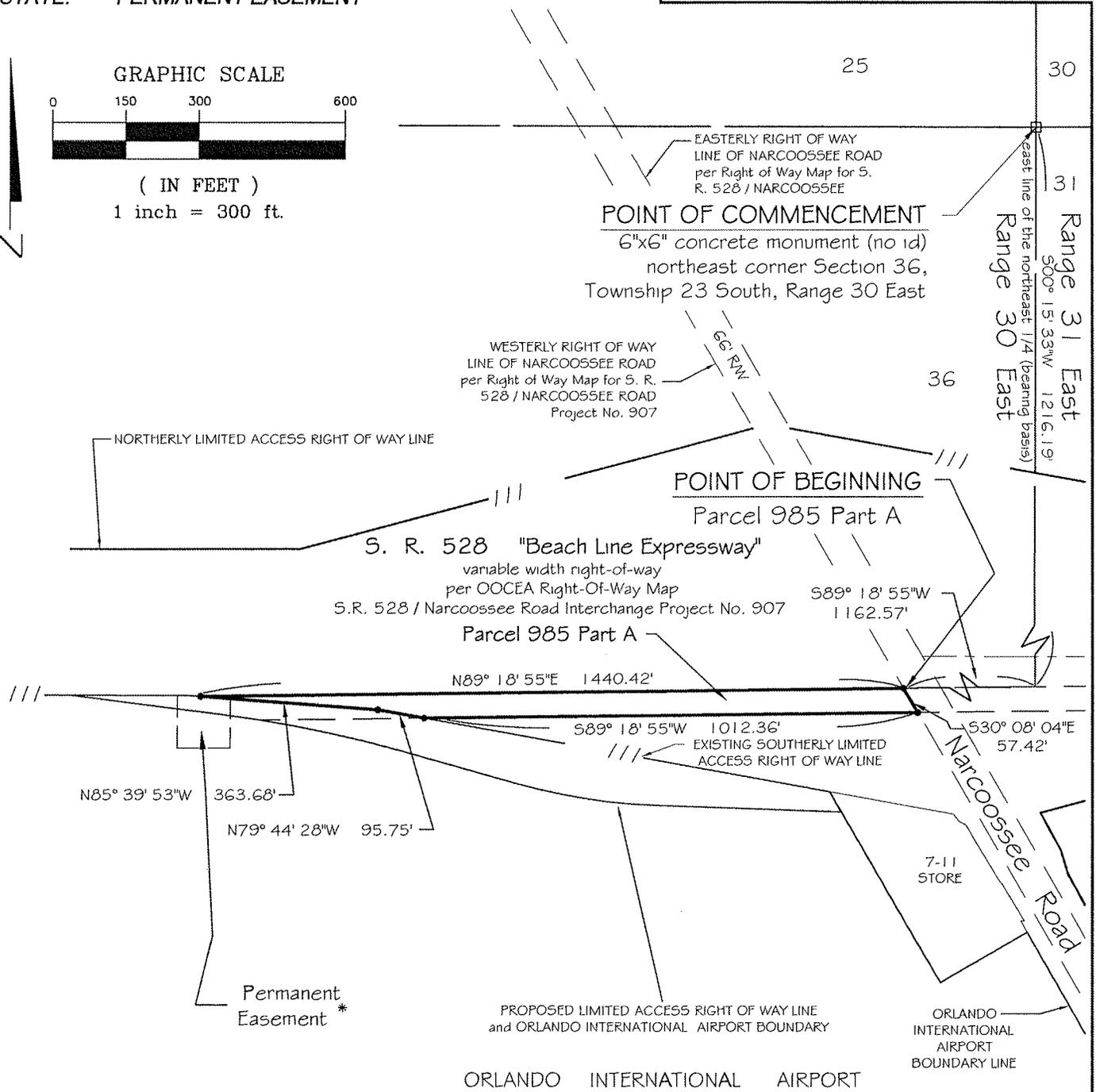
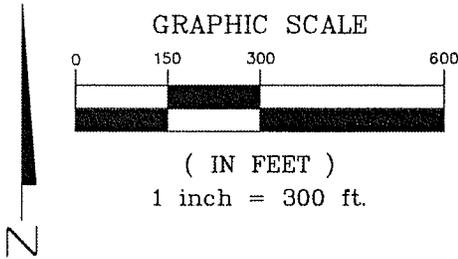
Robert M. Jones, PLS

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 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.: 6374150865		DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240		DRAWING NAME: Narcoossee Road Surplus Parcel 985.dwg		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No. 985 Part A of S.R. 528 Parcels (at Narcoossee Road)
 PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
 ESTATE: PERMANENT EASEMENT



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

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 11/24/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932	REVISIONS		
DRAWN BY: PEW	AMEC JOB No.: 6374150865		DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240				
			DRAWING NAME: Narcoossee Road Surplus Parcel 985.dwg		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 985 Part B of S.R. 528 Parcels (at Narcoossee Road)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT

A parcel of land lying in Section 36, Township 23 South, Range 30 East and Section 31, Township 23 South, Range 31 East, Orange County, Florida, lying within the existing limited access right of way of State Road 528 per Orlando Orange County Expressway Authority State Road 528 / Narcoossee Road Interchange, Project 907 Right-of-way Map, being more particularly described as follows:

Commence at 6"x6" concrete monument (no identification) marking the northwest corner of Section 31, Township 23 South, Range 31 East, Orange County, Florida; thence run South 00°15'33" West, along the west line of the northwest 1/4 of said Section 31, a distance of 1216.19 feet to the POINT OF BEGINNING; thence run North 89°18'55" East, a distance of 561.11 feet; thence run North 89°05'51" East, a distance of 201.14 feet; thence run North 87°47'19" East, a distance of 175.65 feet to a point on a non-tangent curve concave to the north, lying on the existing southerly limited access right of way line of State Road 528 per said Right-of-Way Map; thence along said existing southerly limited access right of way line the following three (3) courses; thence westerly along the arc of said curve, having a radius of 5879.58 feet, a central angle of 07°38'01", a chord length of 782.78 feet bearing South 86°17'21" West, an arc distance of 783.36 feet; thence run North 89°53'38" West, a distance of 156.73 feet to said west line of the northwest 1/4; thence, along said west line, run South 00°15'33" West, a distance of 16.29 feet; thence departing said west line and said existing southerly limited access right of way line, run South 89°18'55" West, a distance of 39.87 feet to said existing southerly limited access right of way line; thence, along said existing southerly limited access right of way line, North 40°38'20" West, a distance of 6.54 feet; thence South 75°03'04" West, continuing along said existing southerly limited access right of way line, a distance of 20.34 feet; thence departing said existing southerly limited access right of way line run South 89°18'55" West, a distance of 993.94 feet to the easterly right of way line of Narcoossee Road per said Right of Way Map; thence along said easterly right of way line run North 30°08'04" West, a distance of 57.42 feet; thence departing said easterly right of way line, run North 89°18'55" East, a distance of 1086.78 feet to the POINT OF BEGINNING.

Containing 1.80 acres, more or less.

Surveyors Notes

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4. 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 31, Township 23 South, Range 31 East as being South 00° 15' 33" West. The average combined scale factor is 0.999945.
5. The location of the right-of-way lines of interest is based on the follow right-of-way map:
 Orlando Orange County Expressway Authority State Road 528 Narcoossee Road Interchange, Project No. 907.
6. This legal description and sketch may have been reduced in size by reproduction.
7. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539-5-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

LEGEND:

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- (D) = Deed
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- ∕ = Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
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- R/W = Right-of-Way
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- PC = Point of Curvature
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- (NT) = Non Tangent
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way 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.

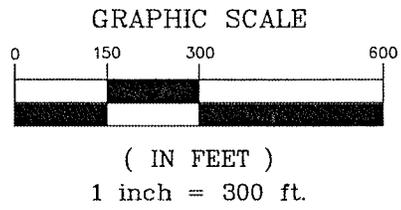
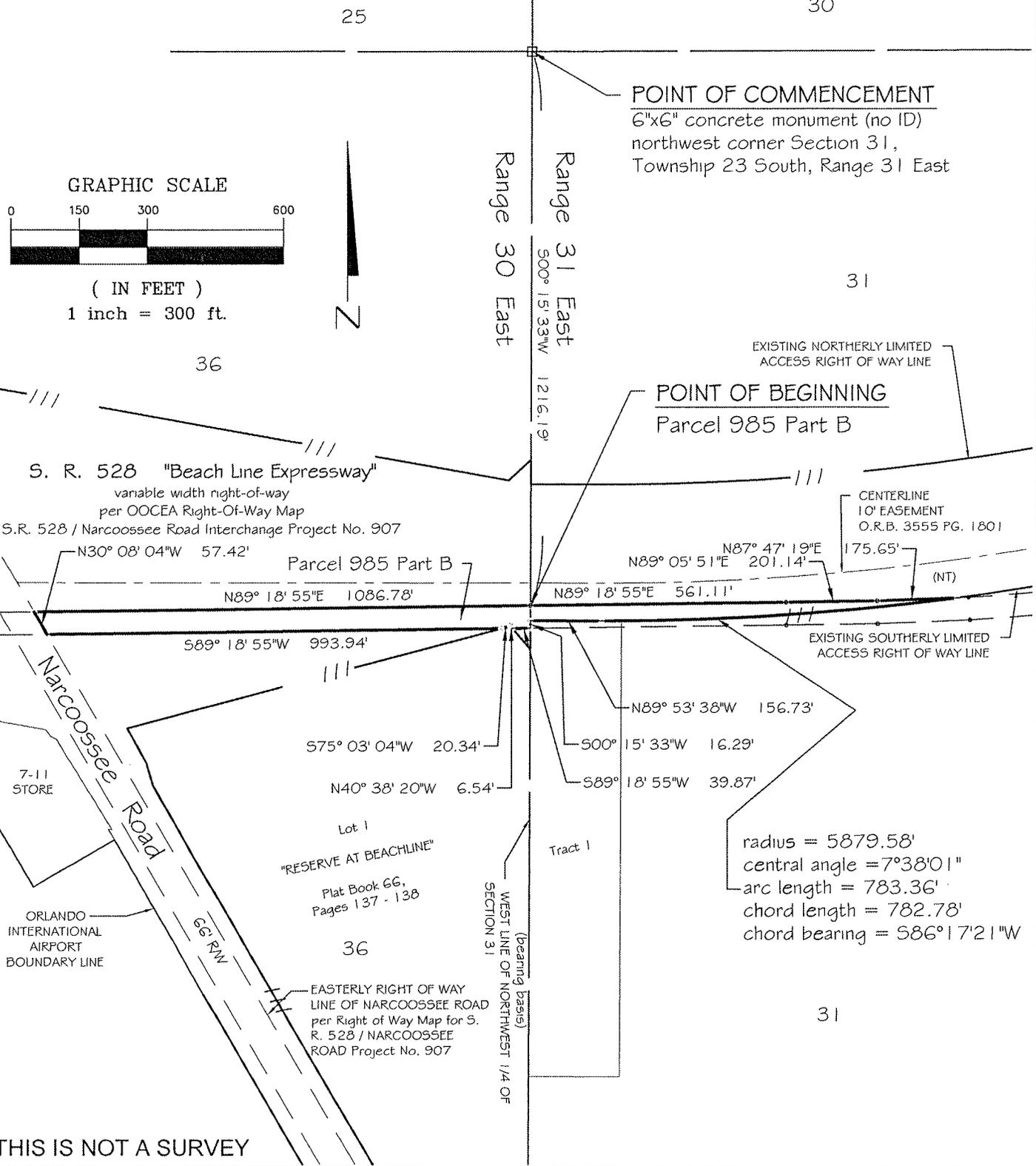
Robert M. Jones, PLS

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 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.: 6374150865			DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240					
				DRAWING NAME: Narcoossee Road Surplus Parcel 985.dwg		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 985 Part B of S.R. 528 Parcels (at Narcoossee Road)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 11/24/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: Narcoossee Road Surplus Parcel 985 Part B	

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 986 of SR 528 PARCELS
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT**

A parcel of land lying in Section 32 Township 23 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument marking the Northwest Corner of Section 32, Township 23 South, Range 31 East, Orange County, Florida; thence run South 00°13'49" West, along the west line of the Northwest 1/4 of said Section 32, a distance of 301.63 feet to a point on a non-tangent curve with a radius of 4926.15 feet, concave to the south and the POINT OF BEGINNING; thence easterly along said curve to the right through a central angle of 01°25'11", a distance of 122.06 feet where the chord bears South 85°05'06" East a distance of 122.05 feet to the south Right of Way line of State Road 528 as described in Official Records Book 1516 at Page 915 of the Public Records of Orange County, Florida; thence run South 89°45'06" West, along said south Right of Way line, a distance of 121.65 feet to said west line of the Northwest 1/4; thence along said west line, run North 00°13'49" East, a distance of 10.98 feet to the POINT OF BEGINNING.

Containing 699 square feet or 0.02 acres, more or less

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- PID = Parcel Identification Number
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- R/W = Right-of-Way
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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 west line of the northwest 1/4 of Section 32, 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.
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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.
6. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539-6-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

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

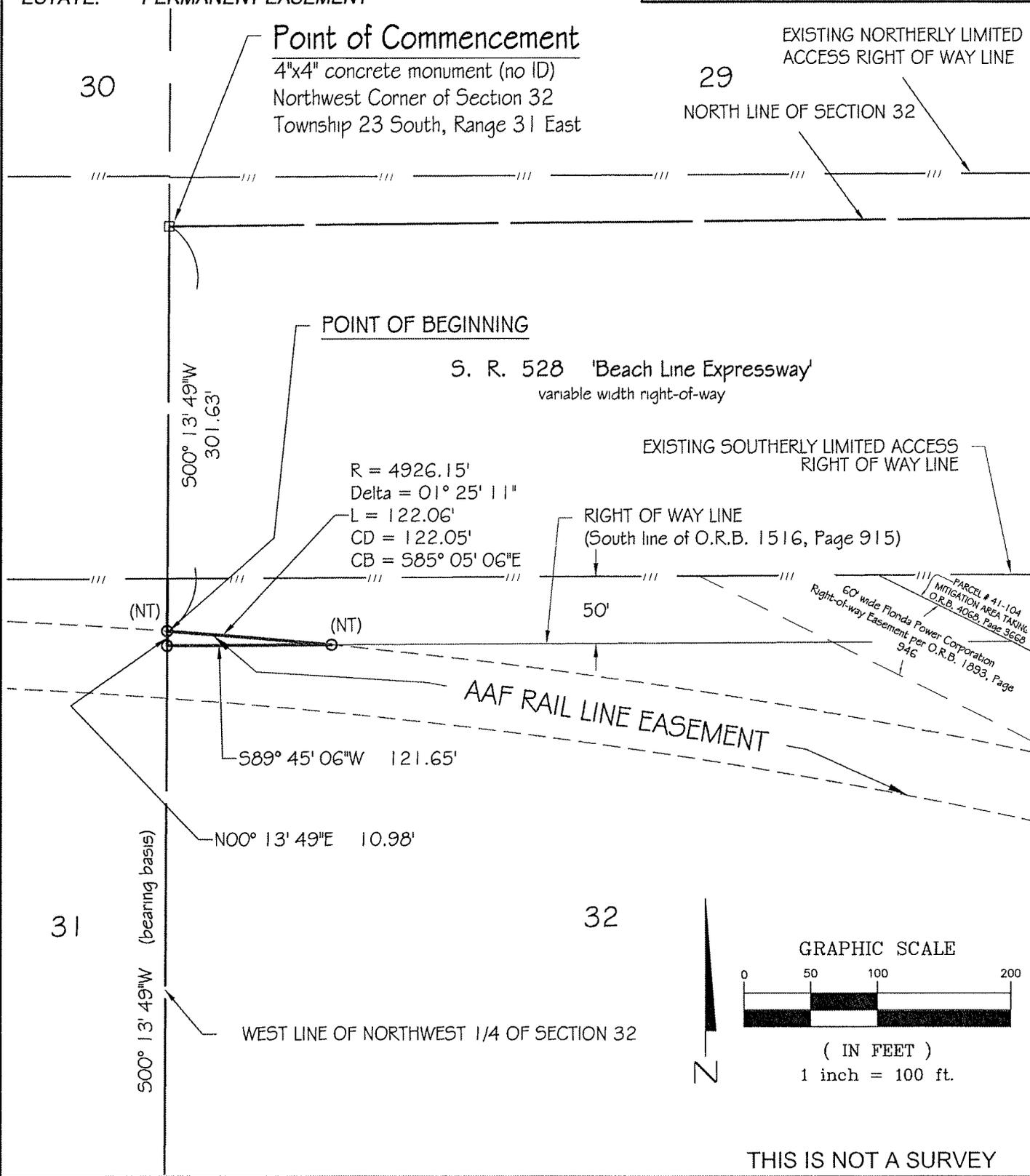
Robert M. Jones, PLS
Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932	SHEET 1 OF 2
DESIGNED BY: HNTB	DATE: 11/24/2015		REVISIONS
DRAWN BY: PEW	AMEC JOB No.: 6374150865	DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240	---	---

DRAWING NAME: 0885 CFX Surplus Parcel of 417.dwg

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No. 986 of SR 528 PARCELS
 PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
 ESTATE: PERMANENT EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 11/24/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: 0865 CFX Surplus Parcel at 411.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 987 of SR 528 PARCELS
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT

A parcel of land lying in Section 32 Township 23 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument marking the Northwest Corner of Section 32, Township 23 South, Range 31 East, Orange County, Florida; thence run South 00°13'49" West, along the west line of the Northwest 1/4 of said Section 32, a distance of 312.61 feet to the south Right of Way line of State Road 528 as described in Official Records Book 1516 at Page 915 of the Public Records of Orange County, Florida; thence run North 89°45'06" East, along said south Right of Way line, a distance of 629.95 feet to a point on the southerly line of Parcel #41-104 Mitigation Area Taking, as recorded in Official Records Book 4068 at Page 3668 of said Public Records, also being a point on the northerly line of a 60.00 foot wide Florida Power Corporation Right-of-Way recorded in Official Records Book 1893 at Page 946 of said Public Records; thence run South 63°45'43" East, along said southerly line and northerly Right-of-Way line, a distance of 348.80 feet to a point on a non-tangent curve with a radius of 4926.15 feet, concave to the southwest and the POINT OF BEGINNING; thence southeasterly along said curve to the right through a central angle of 08°43'04", a distance of 749.53 feet where the chord bears S70°17'30"E a distance of 748.80 feet; thence South 65°01'46"East, a distance of 186.29 feet; thence South 63°56'38"East, a distance of 186.27 feet; thence South 63°45'46"East, a distance of 1055.67 feet; thence North 26°14'14"East, a distance of 15.00 feet; thence South 63°45'46"East, a distance of 85.00 feet; thence South 26°14'14"West, a distance of 15.00 feet; thence South 63°45'46"East, a distance of 287.54 feet; thence South 64°03'06"East, a distance of 232.01 feet; thence South 65°48'05"East, a distance of 232.05 feet; to a point on a curve with a radius of 3797.06 feet, concave to the northeast; thence southeasterly and easterly along said curve to the left through a central angle of 19°35'13", a distance of 1298.04 feet where the chord bears South 77°03'03"East a distance of 1291.73 feet to the existing southerly limited access right of way line of State Road 528 as depicted on Orlando Orange County Expressway Authority Right of Way Map , Project No. 6440-401/402; thence, along said existing southerly limited access right of way line, run South 33°00'37"West, a distance of 57.53 feet to a point on a non-tangent curve with a radius of 3847.06 feet, concave to the northeast; thence departing said existing southerly limited access right of way line of State Road 528 run westerly and northwesterly along said curve to the right through a central angle of 19°09'37", a distance of 1286.50 feet where the chord bears North 76°50'15"West a distance of 1280.51 feet; thence North 65°48'25"West, a distance of 233.58 feet; thence North 64°03'13"West, a distance of 233.53 feet; thence North 63°45'46"West, a distance of 1428.22 feet; thence North 63°56'34"West, a distance of 185.33 feet; thence North 65°01'37"West, a distance of 185.34 feet to a point on a curve with a radius of 4876.15 feet concave to the southwest; thence northwesterly along said curve to the left through a central angle of 5°03'05", a distance of 429.91 feet where the chord bears North 68°27'31"West a distance of 429.77 feet to a point on said southerly line of Parcel #41-104 Mitigation Area Taking, also being a point on the northerly line of said 60.00 foot wide Florida Power Corporation Right-of-Way; thence along said southerly line and northerly Right-of-Way line, run North 63°45'43"West, a distance of 317.51 feet to the POINT OF BEGINNING.

Containing 4.80 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
- ∕ = 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
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way 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 west line of the northwest 1/4 of Section 32, 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.
6. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539-7-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

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

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

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 5	
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.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: 0365 OF Surplus Parcel at 417.dwg	

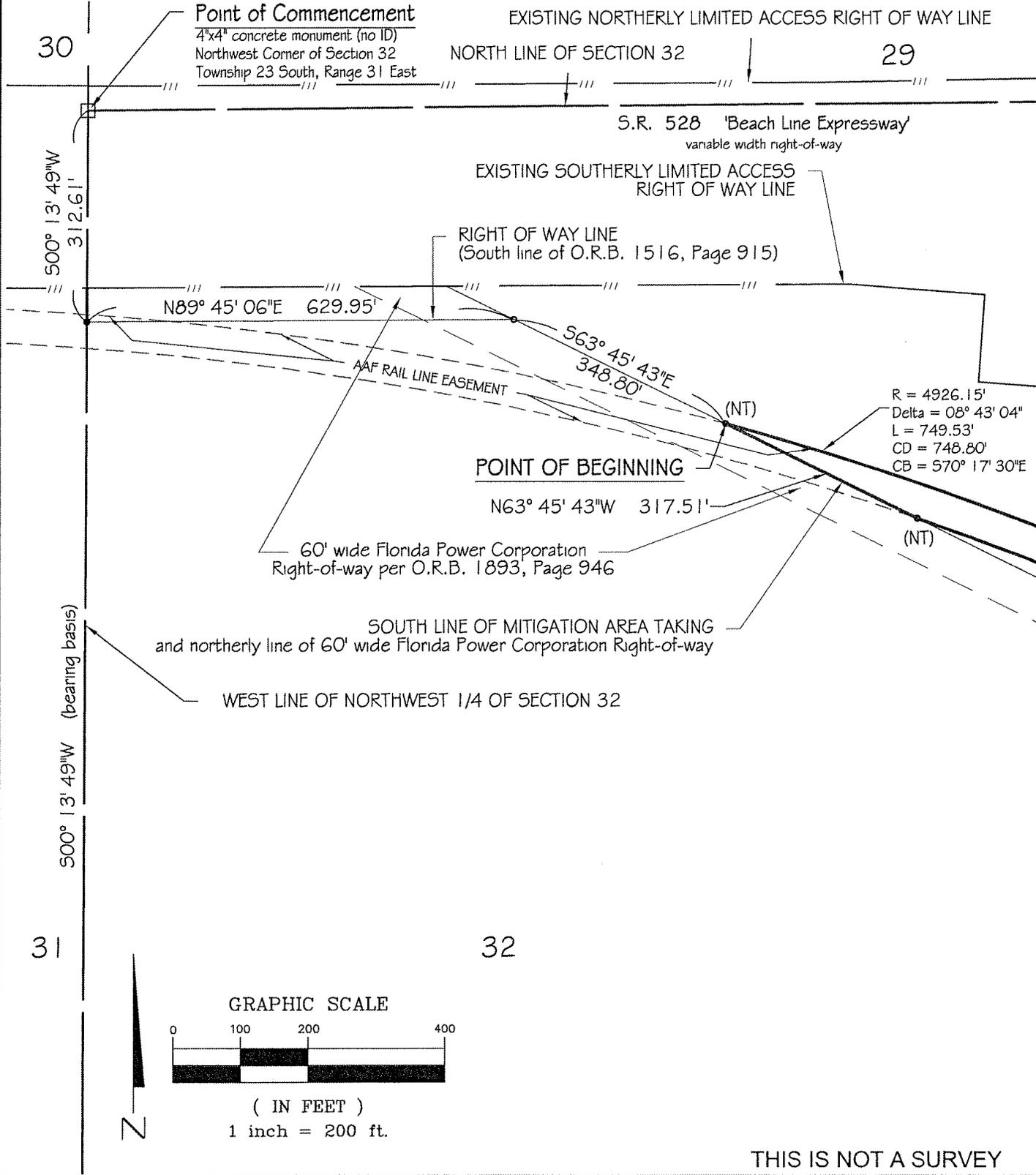
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528

PROJECT No. 528-1240

PARCEL No. 987 of SR 528 PARCELS

PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR

ESTATE: PERMANENT EASEMENT



GRAPHIC SCALE



(IN FEET)

1 inch = 200 ft.

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 11/24/2015
DRAWN BY: PEW	AMEC JOB No.: 6374150865
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 5	
REVISIONS	
DATE	BY
DRAWING NAME: 0865 CFX Surplus Parcel at 417.dwg	

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 987 of SR 528 PARCELS
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT

S. R. 528 'Beach Line Expressway'
variable width right-of-way

EXISTING SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE

R = 4926.15'
Delta = 08° 43' 04"
L = 749.53'
CD = 748.80'
CB = 570° 17' 30"E

(NT)

S65° 01' 46"E 186.29'

S63° 56' 38"E 186.27'

S63° 45' 46"E 1055.67'
AAF RAIL LINE EASEMENT

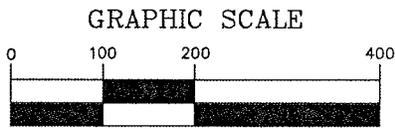
N63° 45' 46"W 1428.22'

N63° 56' 34"W 185.33'
N65° 01' 37"W 185.34'

SOUTH LINE OF MITIGATION AREA TAKING
and northerly line of 60' wide Florida Power
Corporation Right-of-way

R = 4876.15'
Delta = 05° 03' 05"
L = 429.91'
CD = 429.77'
CB = N68° 27' 31"W

60' wide Florida Power Corporation
Right-of-way per O.R.B. 1893, Page 946



GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.

32

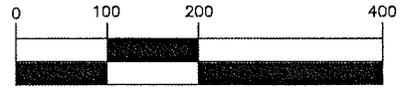
THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 3 OF 5	
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.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240				
DRAWING NAME: 0865 CFX Surplus Parcel of 417.dwg					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No. 987 of SR 528 PARCELS
 PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
 ESTATE: PERMANENT EASEMENT

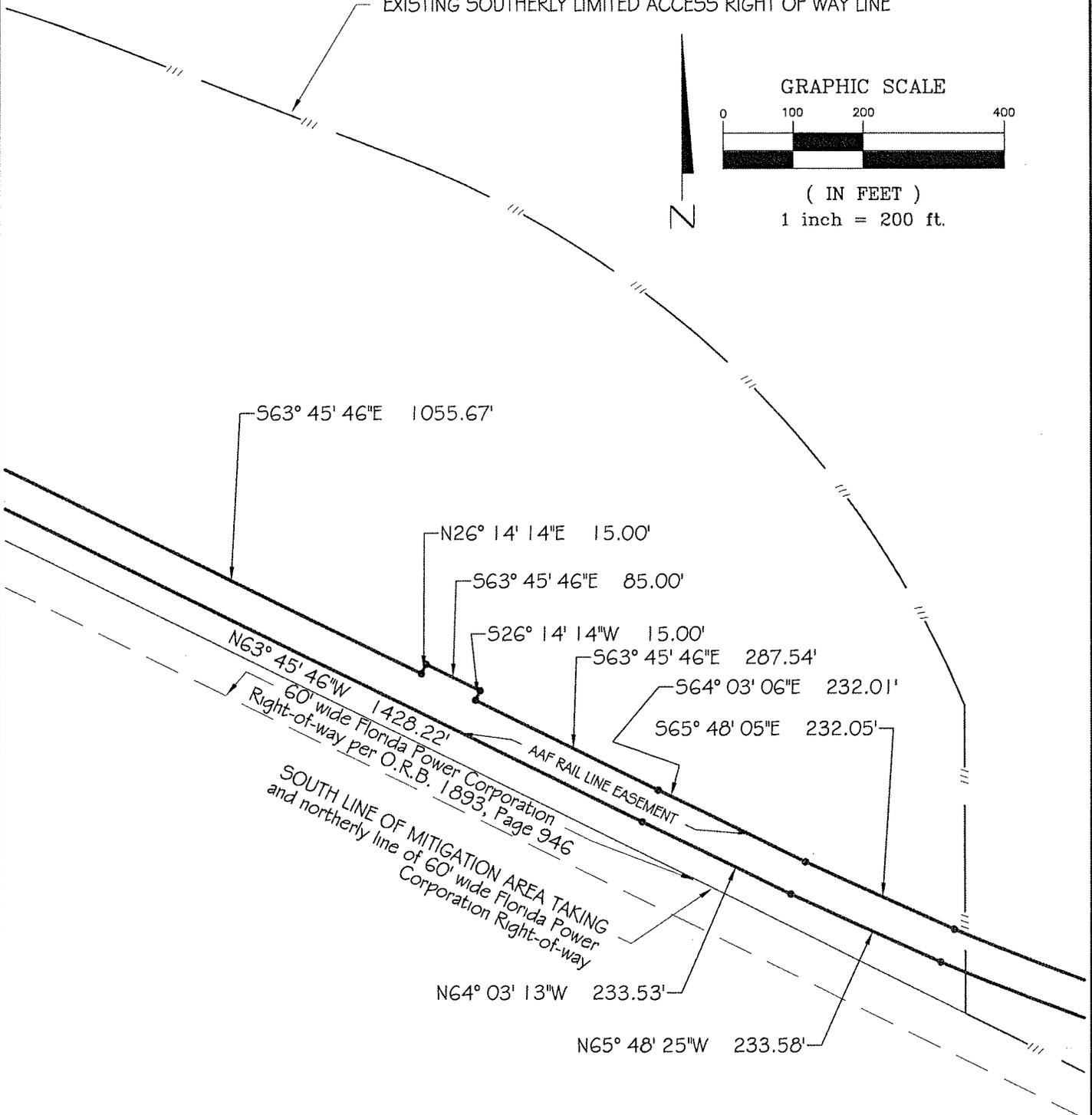
EXISTING SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE

GRAPHIC SCALE



(IN FEET)

1 inch = 200 ft.

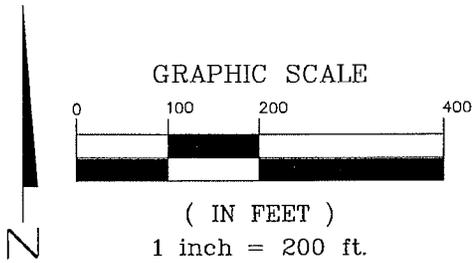


32

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 4 OF 5	
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.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: 0865_CFX_Surplus Parcel at 417.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No. 987 of SR 528 PARCELS
 PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
 ESTATE: PERMANENT EASEMENT



STATE ROAD 528 - STATE ROAD 417 INTERCHANGE

EXISTING SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE
 per OOCEA Right of Way Map Project No. 6440-401/402

$R = 3797.06'$
 $\Delta = 19^\circ 35' 13''$
 $L = 1298.04'$
 $CD = 1291.73'$
 $CB = 577^\circ 03' 03''E$

$533^\circ 00' 37''W$ 57.53'

AAF RAIL LINE EASEMENT

$R = 3847.06'$
 $\Delta = 19^\circ 09' 37''$
 $L = 1286.50'$
 $CD = 1280.51'$
 $CB = N76^\circ 50' 15''W$

60' wide Florida Power Corporation
 Right-of-way per O.R.B. 1893, Page 946

(NT)

32

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 5 OF 5		
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.: 6374150865			DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240					
				DRAWING NAME: 0865 CFX Surplus Parcel of 417.dwg		

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 988 of SR 528 PARCELS (at ICP)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT**

A parcel of land lying in the Section 36, Township 23 South, Range 31 East and in Section 31, Township 23 South, Range 32 East, Orange County, Florida, lying within the existing limited access right of way of State Road 528 as depicted on Orlando Orange County Expressway Authority International Corporate Parkway Interchange Right of Way Map, being more particularly described as follows:

Commence at a nail and disc (LB 68) marking the Northwest Corner of Section 31, Township 23 South, Range 32 East, Orange County, Florida; thence run South 00°07'19"East, along the West line of the Northwest 1/4 of said Section 31, a distance of 359.74 feet to the POINT OF BEGINNING; thence departing said west line run South 89°33'33"East, a distance of 1199.47 feet to a point lying on the existing southerly limited access right of way line of said State Road 528 and the west line of Lot 3 of INTERNATIONAL CORPORATE PARK - PARCEL 10 according to the plat thereof as recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida, said point lying on a non-tangent curve with a radius of 639.49 feet concave to the southeast; thence along said southerly limited access right of way line and said west line of Lot 3, run southwesterly along said curve to the left through a central angle of 7°16'04", a distance of 81.12 feet where the chord bears South 52°21'29"West a distance of 81.06 feet; thence departing said existing southerly limited access right of way line and said west line of Lot 3, run North 89°33'33"West a distance of 1718.71 feet to said existing southerly limited access right of way line; thence along said existing southerly limited access right of way line, run North 77°39'01"West a distance of 242.30 feet; thence, departing said existing southerly limited access right of way line, run South 89°33'33"East a distance of 820.13 feet to the POINT OF BEGINNING.

Containing 2.14 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
- ∕ = 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
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way 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 west line of the northwest 1/4 of Section 31, Township 23 South, Range 32 East as being South 00° 07' 19" East. The average combined scale factor is 0.999939.
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-586539-8-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

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

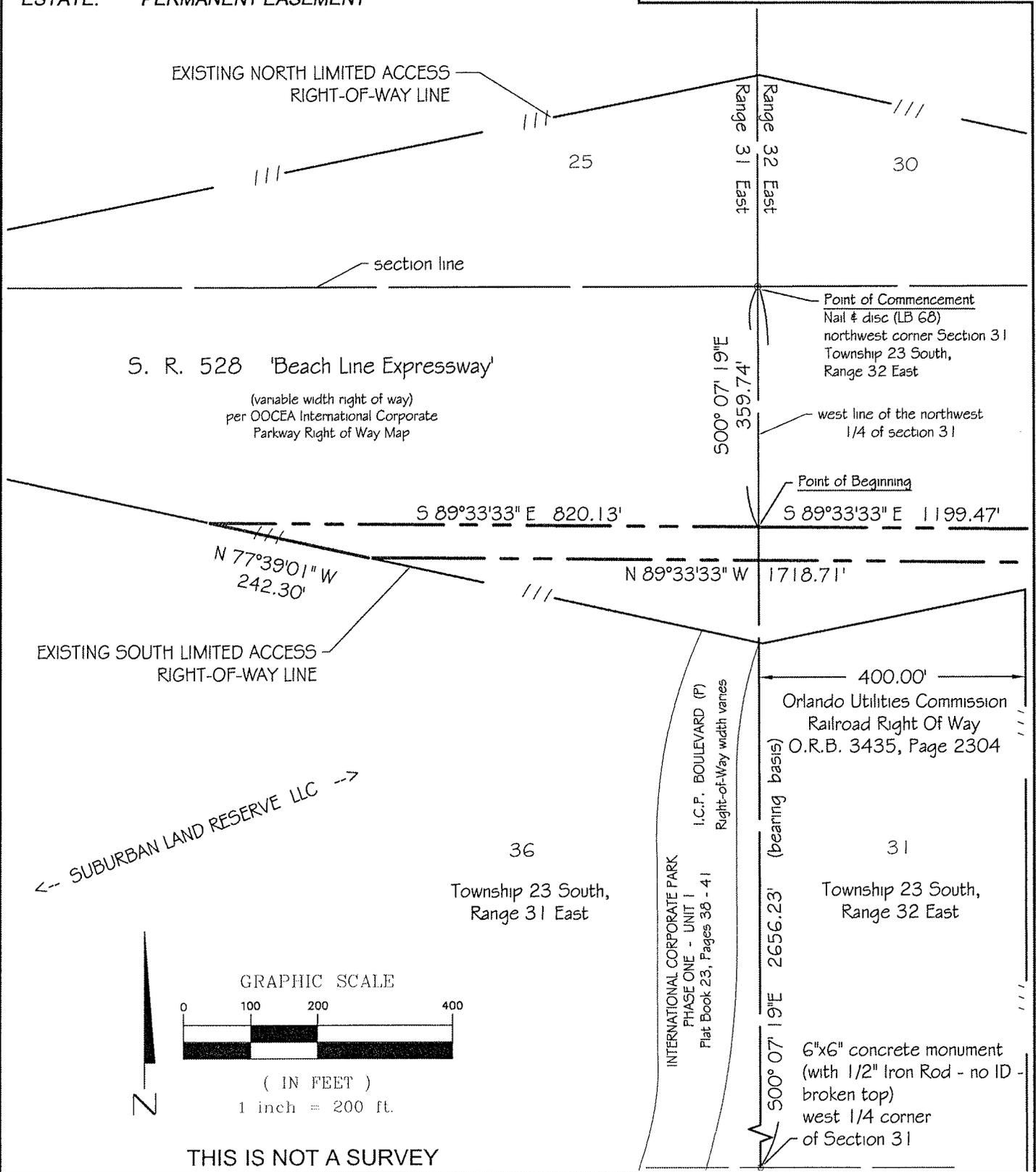
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 3	
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		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240	Certificate of Authorization Number LB-0007932		DRAWING NAME: 0865 CFX Surplus Parcel at ICP.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No. 988 of SR 528 PARCELS (at ICP)
 PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
 ESTATE: PERMANENT EASEMENT



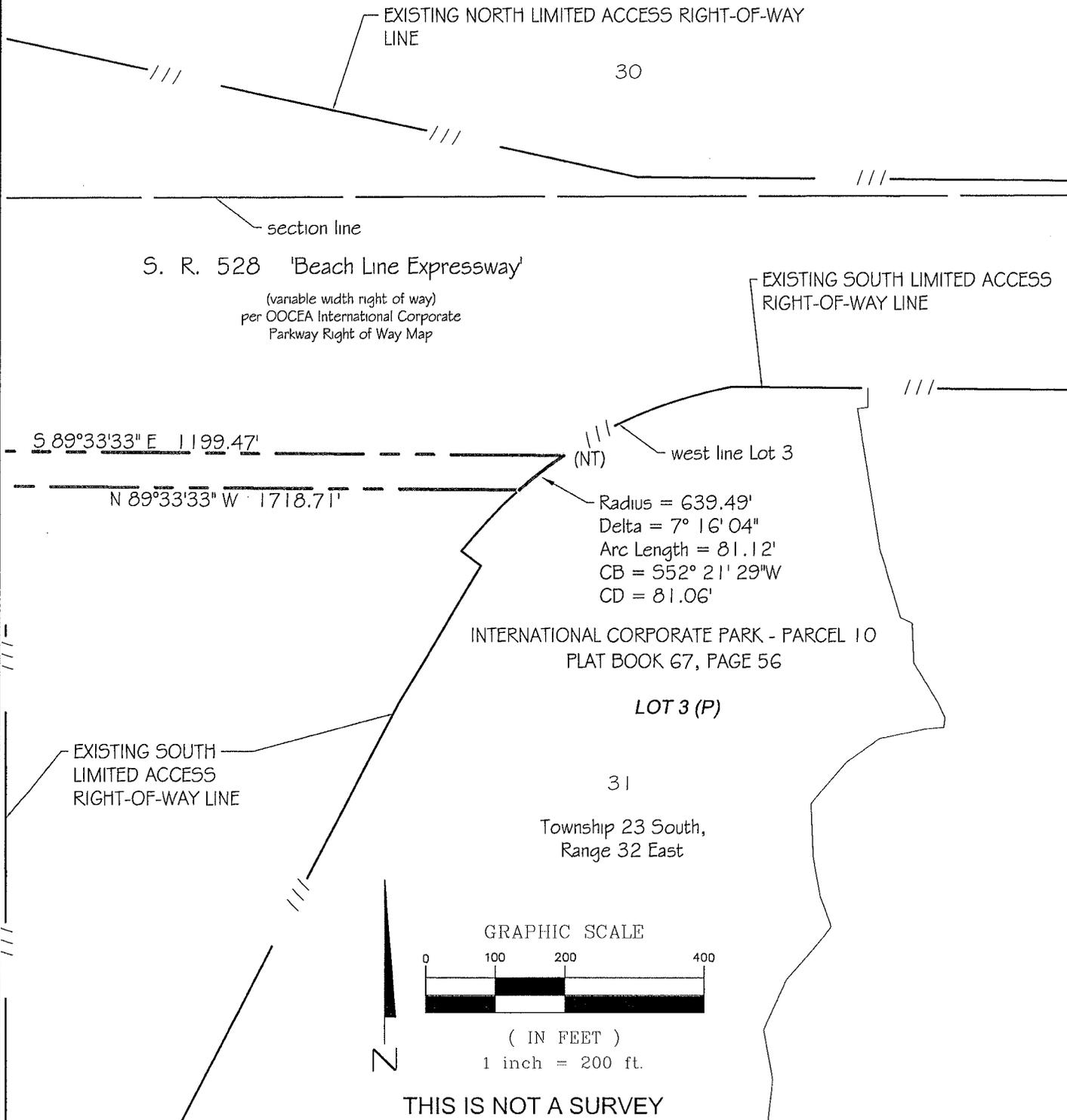
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 11/24/2015
DRAWN BY: PEW	AMEC JOB No.: 6374150865
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240

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
DRAWING NAME: 0865 CFX Surplus Parcel at ICP.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No. 988 of SR 528 PARCELS (at ICP)
 PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
 ESTATE: PERMANENT EASEMENT



FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 3 OF 3		
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.: 6374150865			DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240					
				DRAWING NAME: 0865 CFX Surplus Parcel at ICP.dwg		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 989 of S.R. 528 PARCELS
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT

A parcel of land lying in Section 32, Township 23 South, Range 32 East, Orange County, Florida, lying within and adjacent to the southerly right-of-way of State Road 528, per Orlando Orange County Expressway Authority Right-of-Way Map, Sections No. 1.1 and No. 1.2, being more particularly described as follows:

Commence at a 1" Iron Rod (old axle) marking the Northwest Corner of Section 32, Township 23 South, Range 32 East, Orange County, Florida; thence run South 00°09'37" West, along the west line of the northwest ¼ of said Section 32, a distance of 414.41 feet to the POINT OF BEGINNING; thence departing said west line run South 89°33'33" East, a distance of 256.31 feet; thence South 89°31'24" East, distance of 124.05 feet; thence run South 89°19'09" East, distance of 124.05 feet to a point of curvature of a curve concave to the south; thence run easterly along the arc of said curve, having a radius of 17203.76 feet, a central angle of 01°19'46", a chord length of 399.15 feet bearing South 88°28'52" East, an arc distance of 399.16 feet; thence run South 87°38'35" East, a distance of 124.05 feet; thence run South 87°26'20" East, a distance of 124.05 feet; thence run South 87°24'11" East, a distance of 380.98 feet; thence run South 87°26'20" East, a distance of 62.71 feet to the southerly limited access right-of-way line of said State Road 528; thence run South 78°29'33" West, along said southerly limited access right-of-way line, a distance of 205.34 feet; thence departing said southerly limited access right-of-way line run North 87°24'11" West, distance of 244.54 feet; thence run North 87°26'19" West, a distance of 123.87 feet; thence run North 87°38'34" West, a distance of 123.87 feet to a point of curvature of a curve concave to the south; thence run westerly along the arc of said curve, having a radius of 17153.76 feet, a central angle of 01°19'46", a chord length of 397.99 feet bearing North 88°28'52" West, an arc distance of 398.00 feet; thence run North 89°19'10" West, a distance of 123.87 feet; thence run North 89°31'24" West, a distance of 331.86 feet to the south right-of-way line of said State Road 528; thence run North 77°37'04" West, along said south right-of-way line, a distance of 49.19 feet to said west line; thence run North 00°09'37" East, along said west line, a distance of 39.69 feet the POINT OF BEGINNING.

Containing 1.71 acres, more or less.

Surveyors Notes

1. This Legal Description and Sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
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. The location and configuration of the lands described and depicted hereon were provided by the client.
4. 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 32, Township 23 South, Range 32 East as being South 00° 09' 37" West. The average combined scale factor is 0.999939.
5. The location of the right-of-way lines of interest is based on the follow right-of-way maps:
 Orlando Orange County Expressway Authority State Road 528, Section No. 1.1 and Section No. 1.2 and Project 528-403
6. This legal description and sketch may have been reduced in size by reproduction.
7. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 24, 2015, file number NCS-586539-9-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
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- S.R. = State Road
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- R/W = Right-of-Way
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- (NT) = Non Tangent
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way Authority
- No. = Number

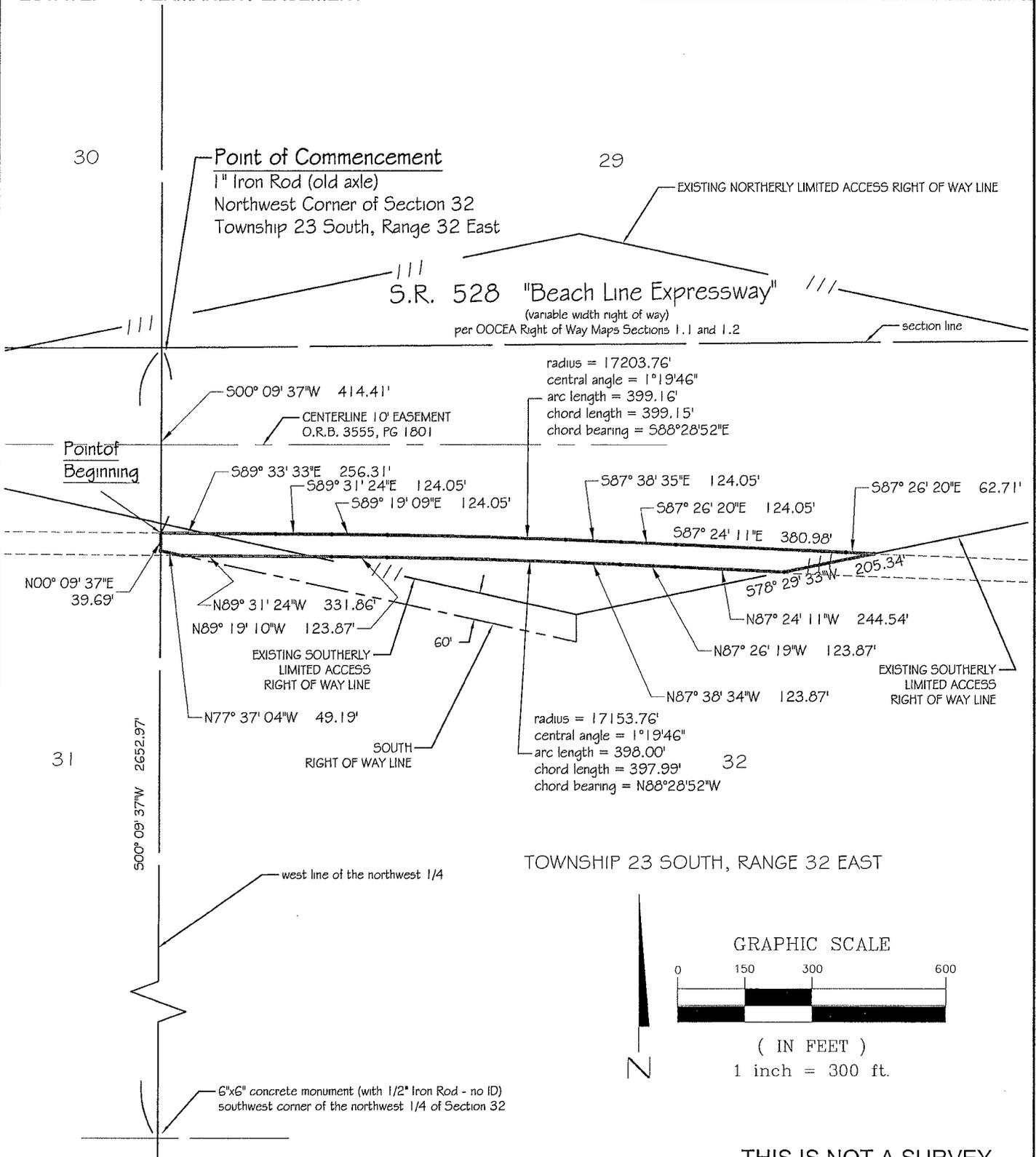
I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 51-17, Florida Administrative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

Robert M. Jones, PLS
 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 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.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: 0855 CFX Surplus Parcel et al .dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No. 989 of S.R. 528 PARCELS
 PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
 ESTATE: PERMANENT EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 11/24/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932	REVISIONS		
DRAWN BY: PEW	AMEC JOB No.: 6374150865		DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240		DRAWING NAME: 0865 CFX Surplus Parcel of ____ .dwg		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.9810 of S.R. 528 PARCELS (at Econlockatchee River)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT

A parcel of land lying in Section 34, Township 23 South, Range 32 East, Orange County, Florida, lying within and adjacent to the southerly limited access right-of-way line of State Road 528, per Orlando Orange County Expressway Authority Right-of-Way Map, Section No. 1.1 and Section No. 1.2 , being more particularly described as follows:

Commence at a 6"x6" concrete monument (with 1/4" iron rod - no identification) marking the Southwest Corner of Section 27, Township 23 South, Range 32 East, Orange County, Florida; thence run South 52°12'30" West, a distance of 72.39 feet to a 4"x4" concrete monument (broken top - no identification) marking the Southeast Corner of Section 28, Township 23 South, Range 32 East as depicted on said Right of Way Map; thence run South 00°09'30" East, a distance of 300.02 feet to said southerly limited access right-of-way line; thence run North 89°15'33" East, along said southerly limited access right-of-way line, a distance of 1079.69 feet to the west boundary of a drainage right of way as depicted on said Right of Way Map; thence run South 00°44'24" East, along said west boundary, a distance of 173.44 feet to the POINT OF BEGINNING; thence run South 89°33'33" East, departing said west boundary, a distance of 600.13 feet to the intersection with the east boundary of said drainage right of way; thence run South 00°44'24" East, along said east boundary, a distance of 50.01 feet; thence run North 89°33'33" West, departing said east boundary, a distance of 600.13 feet to the intersection with said west boundary; thence run North 00°44'24" West, along said west boundary, a distance of 50.01 feet to the POINT OF BEGINNING.

Containing 0.69 acres, more or less.

Surveyors Notes

1. This Legal Description and Sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
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. The location and configuration of the lands described and depicted hereon were provided by the client.
4. 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 34, Township 23 South, Range 32 East as being South 89° 01' 43" West. The average combined scale factor is 0.999938.
5. The location of the right-of-way lines of interest is based on the follow right-of-way maps:
 Orlando Orange County Expressway Authority State Road 528, Section No. 1.1 and Section No. 1.2 and Project 528-403
6. This legal description and sketch may have been reduced in size by reproduction.
7. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539-10-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 = 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
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way 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.

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 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		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240	Certificate of Authorization Number LB-0007932		DRAWING NAME: 0865 CFX Surplus Parcel of .463	

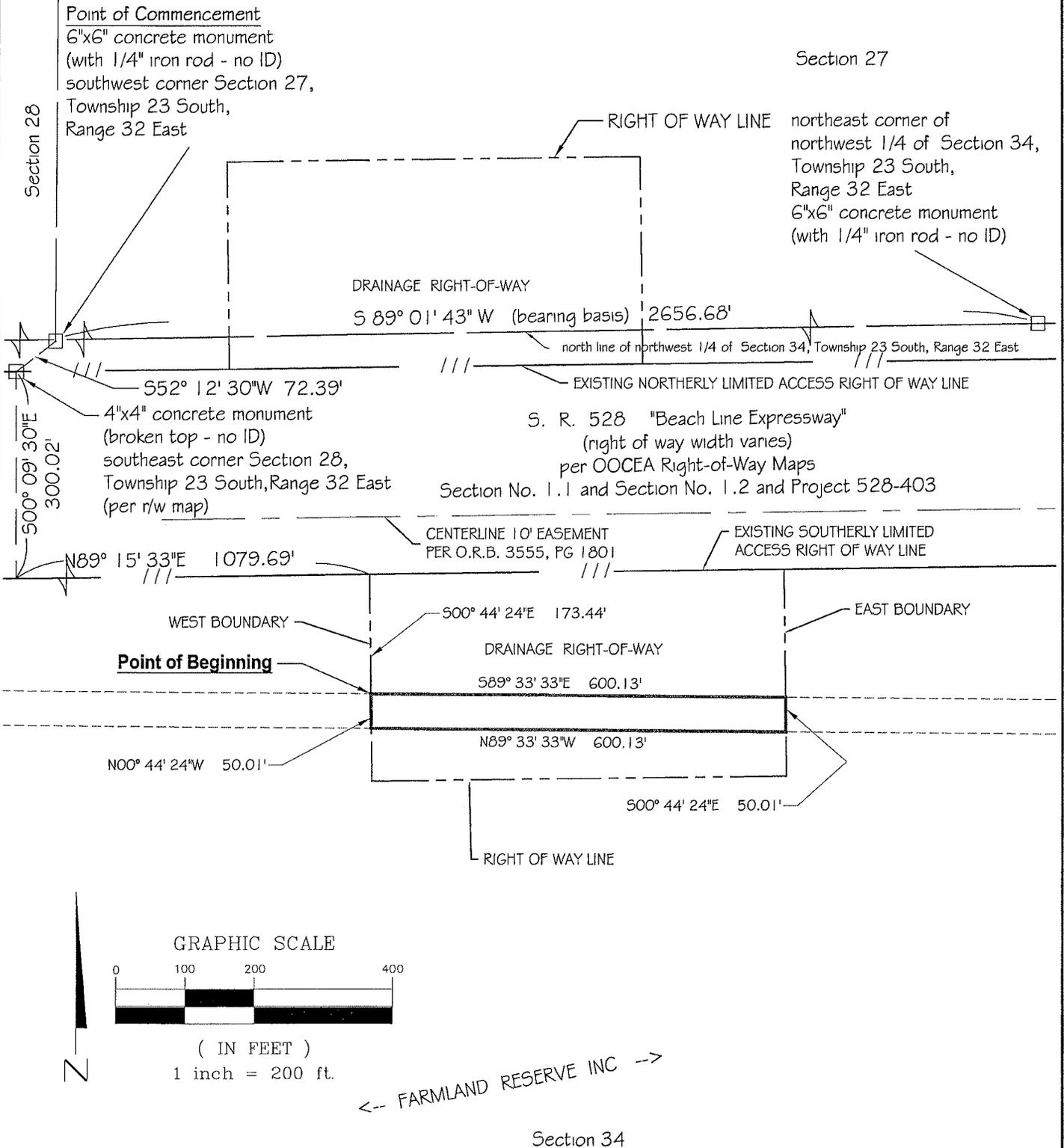
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528

PROJECT No. 528-1240

PARCEL No. 9810 of S.R. 528 PARCELS (at Econlockatchee River)

PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR

ESTATE: PERMANENT EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2		
DESIGNED BY: HNTB	DATE: 11/24/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS		
DRAWN BY: PEW	AMEC JOB No.: 6374150865			DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240					
				DRAWING NAME: DB65 CFX Surplus Parcel of .dwg		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 9811 of S.R. 528 PARCELS (at 1st Dallas pond)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT

A parcel of land lying in Section 36, Township 23 South, Range 32 East, Orange County, Florida, lying within and adjacent to the southerly limited access right-of-way line of State Road 528, per Orlando Orange County Expressway Authority Right-of-Way Maps, Section No. 1.1 and Section No. 1.2 and Project No. 528-403, being more particularly described as follows:

Commence at a 6"x6" concrete monument (broken top - no identification) marking the Northwest Corner of Section 36, Township 23 South, Range 32 East, Orange County, Florida; thence run South 00°01'32" East, a distance of 312.86 feet to said southerly limited access right-of-way line; thence run North 89°15'11" East, along said southerly limited access right-of-way line, a distance of 2793.59 feet; thence run South 00°44'24" East, along said southerly limited access right-of-way line, a distance of 154.29 feet to the POINT OF BEGINNING; thence run North 89°19'30" East, departing said southerly limited access right-of-way line, a distance of 768.78 feet to the intersection with said southerly limited access right-of-way line; thence run South 00°44'44" East, along said southerly limited access right-of-way line, a distance of 50.00 feet; thence run South 89°19'30" West, departing said southerly limited access right-of-way line, a distance of 768.78 feet to the intersection with said southerly limited access right-of-way line; thence run North 00°44'24" West, along said southerly limited access right-of-way line, a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 0.88 acres, more or less.

Surveyor's Notes:

1. This Legal Description and Sketch is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
2. The lands surveyed were not abstracted for ownership, easements, right-of-way or other title matters by this firm.
3. The location and configuration of the lands described and depicted hereon were provided by the client.
4. 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 33 East as being North 89°38'44" West. The average combined scale factor is 0.999938.
5. The location of the right-of-way lines of interest is based on the following right-of-way maps:
 Orlando Orange County Expressway Authority State Road 528, Section No. 1.1 and Section No. 1.2 and Project 528-403
6. This Legal Description and Sketch may have been reduced in size by reproduction.
7. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539-11-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
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- 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
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way 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.

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 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.: 6374150865		DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240		DRIVING NAME: 0865 CFX Surplus Parcel atdwg		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No. 9811 of S.R. 528 PARCELS (at 1st Dallas Pond)
 PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
 ESTATE: PERMANENT EASEMENT

Section 25

6"x6" concrete monument
 (with 1/4" iron rod - no ID)
 northeast corner of
 northwest 1/4 of Section 36,
 Township 23 South,
 Range 32 East

Point of Commencement

6"x6" concrete monument
 (top broken - no ID)
 northwest corner
 of Section 36, Township 23 South,
 Range 32 East

EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE

N 89° 38' 44" W (bearing basis) 2655.04'

north line of the northwest 1/4

S. R. 528 "Beach Line Expressway"
 (right of way width varies)
 per OOCEA Right-of-Way Maps

Section No. 1.1 and Section No. 1.2 and Project 528-403

CENTERLINE 10' EASEMENT
 PER O.R.B. 3555, PG 1801

500° 01' 32"E
 312.86'

N 89° 15' 11"E 2793.59'

EXISTING SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE

500° 44' 24"E 154.29'

Point of Beginning

N 89° 19' 30"E 768.78'

S 89° 19' 30"W 768.78'

N 00° 44' 24"W 50.00'

500° 44' 44"E 50.00'

GRAPHIC SCALE



(IN FEET)

1 inch = 200 ft.

Section 36

<-- FARMLAND RESERVE INC -->

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 11/24/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932	REVISIONS		
DRAWN BY: PEW	AMEC JOB No.: 6374150865		DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240		_____ _____ _____		
		DRAWING NAME: 0605 CFX Surplus Parcel atdwg			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 9812 of S.R. 528 PARCELS (at 2nd Dallas pond)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT

A parcel of land lying in Section 31, Township 23 South, Range 33 East, Orange County, Florida, lying within and adjacent to the southerly limited access right-of-way line of State Road 528, per Orlando Orange County Expressway Authority Right-of-Way Maps Section No. 1.1 and Section No. 1.2 and Project 528-403 , being more particularly described as follows:

Commence at a 4"x4" concrete monument (broken top- no identification) marking the Northeast Corner of Section 31, Township 23 South, Range 33 East, Orange County, Florida; thence run South 00°44'03" East, a distance of 268.13 feet to said southerly limited access right-of-way line; thence run South 89°15'16" West, along said southerly limited access right-of-way line, a distance of 1414.59 feet; thence run South 00°44'44" East, along said southerly limited access right-of-way line, a distance of 100.50 feet to the POINT OF BEGINNING; thence run South 00°44'44" East, along said southerly limited access right-of-way line, a distance of 50.00 feet; thence run South 89°15'08" West, departing said southerly limited access right-of-way line, a distance of 277.92 feet; thence run South 89°12' 18" West, a distance of 139.33 feet; thence run South 88°55'53" West, a distance of 139.33 feet to a point on a curve concave to the south; thence run westerly along the arc of said curve, having a radius of 14439.75 feet, a central angle of 00°57'39", a chord length of 242.12 feet bearing South 88°13'10" West, an arc distance of 242.13 feet to the intersection with said southerly limited access right-of-way line; thence run North 00°44'44" West, along said southerly limited access right-of-way line, a distance of 50.02 feet to a point on a non-tangent curve concave to the south; thence run easterly along the arc of said curve, having a radius of 14489.75 feet, a central angle of 00° 57' 20", a chord length of 241.64 feet bearing North 88°13'20" East, an arc distance of 241.64 feet; thence run North 88° 55'52" East, a distance of 139.57 feet; thence run North 89° 12' 18" East, a distance of 139.57 feet; thence run North 89° 15' 08" East, a distance of 277.92 feet to the POINT OF BEGINNING.

Containing 0.92acres, more or less.

Surveyor's Notes:

1. This Legal Description and Sketch is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
2. The lands surveyed were not abstracted for ownership, easements, right-of-way or other title matters by this firm.
3. The location and configuration of the lands described and depicted hereon were provided by the client.
4. 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 31, Township 23 South, Range 33 East as being South 89°29'32" West. The average combined scale factor is 0.999938.
5. The location of the right-of-way lines of interest is based on the following right-of-way maps:
 Orlando Orange County Expressway Authority State Road 528, Section No. 1.1 and Section No. 1.2 and Project 528-403
 Florida Department Of Transportation State Road 528, Section 75005-2501 and State Road 520 Section 75140
6. This Legal Description and Sketch may have been reduced in size by reproduction.
7. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539-12-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
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- Pg. = Page
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- = Line Not To Scale
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- S.R. = State Road
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- ⊕ = Centerline
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- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way 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.

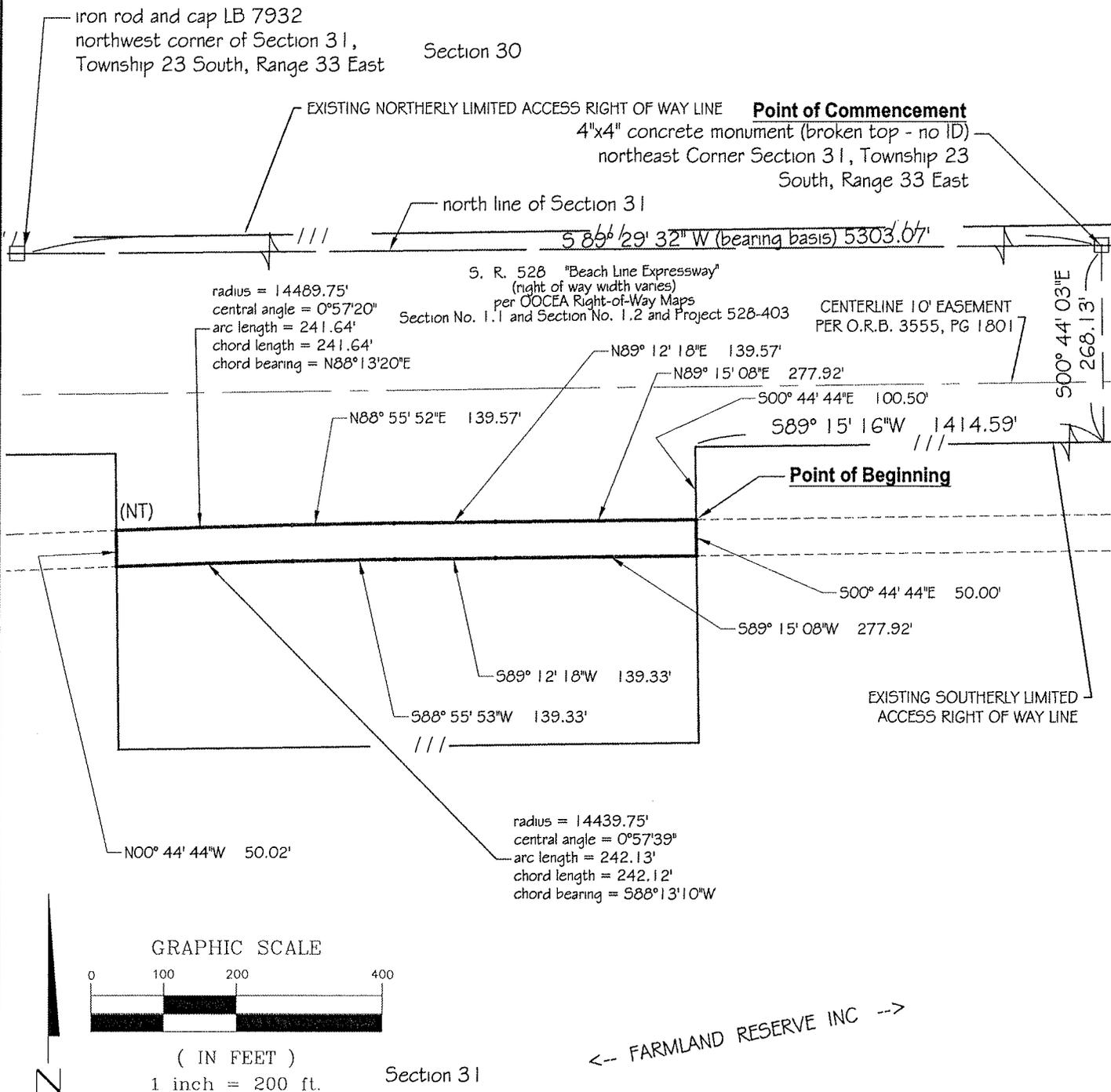
Robert M. Jones, PLS

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 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.: 6374150865			DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240					
DRAWING NAME: ORRS CFX Surplus Parcel of ..._dwg						

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No. 9812 of S.R. 528 PARCELS (at 2nd Dallas pond)
 PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
 ESTATE: PERMANENT EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 11/24/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932	REVISIONS		
DRAWN BY: PEW	AMEC JOB No.: 6374150865		DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240		DRAWING NAME: D855 CFX Surplus Parcel of .dwg		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 9813 of S.R. 528 PARCELS (at Farm Road 2)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT

A parcel of land lying in Sections 32 and 33 Township 23 South, Range 33 East, Orange County, Florida, lying within and adjacent to the southerly limited access right-of-way line of State Road 528, per Orlando Orange County Expressway Authority Right-of-Way Maps, Section No. 1.1 and Section No. 1.2, being more particularly described as follows:

Commence at a 6"x6" concrete monument (broken top- no identification) marking the Northwest Corner of Section 33, Township 23 South, Range 33 East, Orange County, Florida; thence run South 01°11'05" East, along the southerly projection of the west line of the southwest 1/4 of Section 28 Township 23 South, Range 33 East, a distance of 427.86 feet to the POINT OF BEGINNING, said point lying on a non-tangent curve concave to the north; thence run easterly along the arc of said curve, having a radius of 98206.34 feet, a central angle of 00°06'32", a chord length of 186.42 feet bearing North 89° 47' 14" East, an arc distance of 186.42 feet; thence run North 89°43'15" East, a distance of 62.00 feet; thence run North 89° 42'53" East , a distance of 907.94 feet to said existing southerly limited access right of way line of State Road 528; thence South 77°58'56" West, along said southerly limited access right-of-way line, a distance of 245.89 feet; thence departing said southerly limited access right-of-way line, run South 89°42'53" West, a distance of 667.20 feet; thence run South 89° 43' 15" West, a distance of 62.01 feet to a curve concave to the north; thence run westerly along the arc of said curve, having a radius of 98256.34 feet, a central angle of 00°06'05", a chord distance of 173.93 feet bearing South 89° 47'01" West, an arc distance of 173.93 feet to said southerly limited access right-of-way line; thence run North 78°29'25" West, along said southerly limited access right-of-way line, a distance of 248.57 feet; thence departing said southerly limited access right of way line, run North 89° 59' 14" East, a distance of 2.01 feet to a point on a non-tangent curve concave to the north; thence run easterly along the arc of said curve having a radius 98206.34 feet, a central angle of 00°08'01", a chord distance of 228.83 feet bearing North 89°54'30" East, an arc distance of 228.83 feet to the POINT OF BEGINNING.

Containing 1.31 acres, more or less.

Surveyor's Notes:

- 1) This Legal Description and Sketch is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The lands surveyed were not abstracted for ownership, easements, right-of-way or other title matters by this firm.
- 3) The location and configuration of the lands described and depicted hereon were provided by the client.
- 4) 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 southwest 1/4 of Section 28, Township 23 South, Range 33 East as being South 01°11'05" East. The average combined scale factor is 0.999938.
- 5) The location of the right-of-way lines of interest is based on the following right-of-way maps:
 Orlando Orange County Expressway Authority State Road 528, Section No. 1.1 and Section No. 1.2
- 6) This Legal Description and Sketch may have been reduced in size by reproduction.
7. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539-13-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

LEGEND:

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- No. = Number

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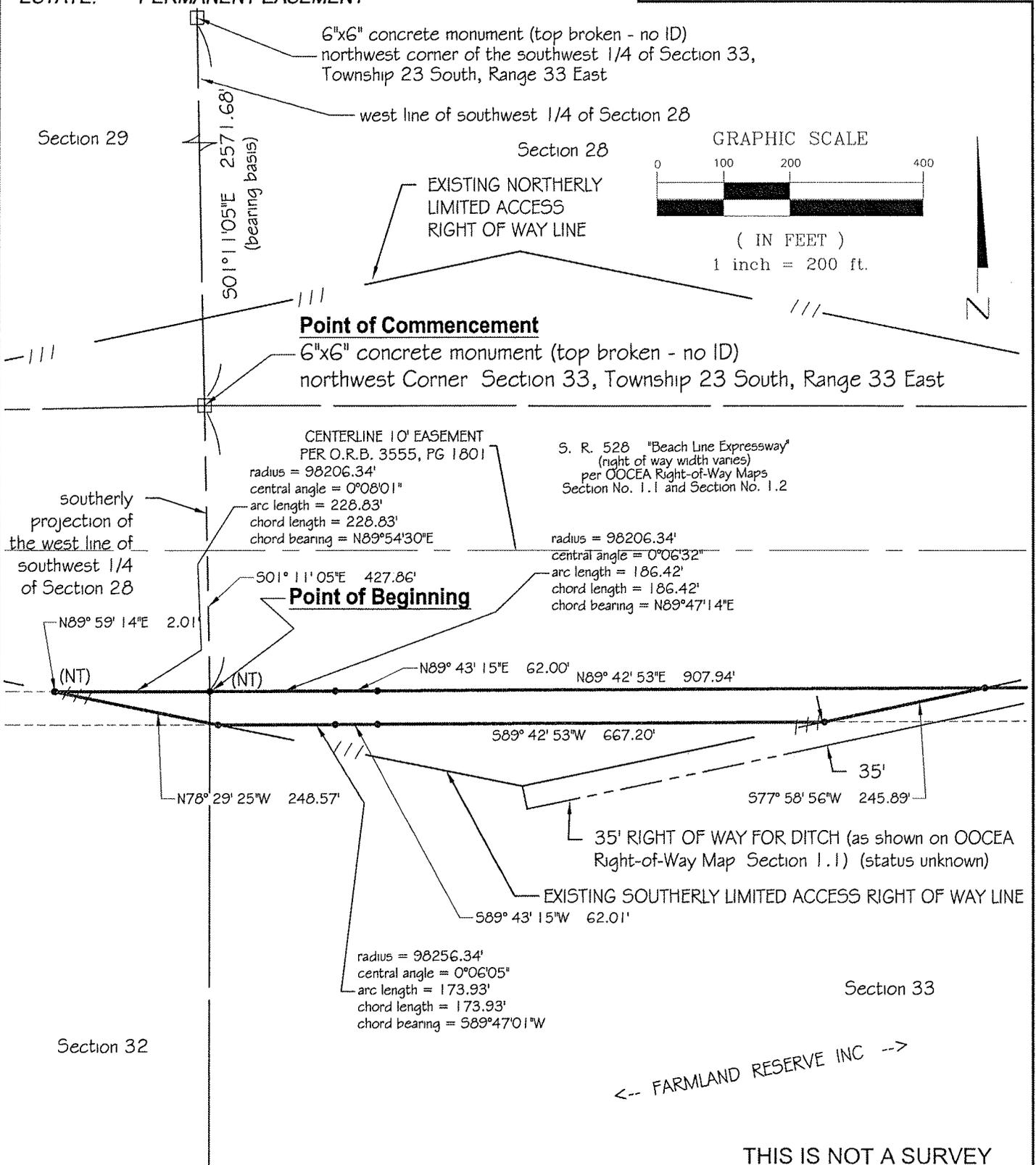
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

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FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		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.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: 0065 CFX Surplus Parcel at .Ang	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No. 9813 of S.R. 528 PARCELS (at Farm Road 2)
 PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
 ESTATE: PERMANENT EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2		
DESIGNED BY: HNTB	DATE: 11/24/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS		
DRAWN BY: PEW	AMEC JOB No.: 6374150865			DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240					
				DRAWING NAME: 0865 CFX Surplus Parcel at .dwg		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 9814 Part A and Part B of S.R. 528 PARCELS (at S.R. 520)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT

Part A

A parcel of land lying in Sections 35 and 36, Township 23 South, Range 33 East, Orange County, Florida, lying within and adjacent to the southerly limited access right-of-way line of State Road 528, per Orlando Orange County Expressway Authority State Road 528 Right-of-Way Maps, Section No. 1.1 and Section No. 1.2, Florida Department of Transportation State Road 528 Right of Way Map, Section 75005-2501 and State Road 520 Right of Way Map Section 75140, being more particularly described as follows:

Commence at a 6"x6" concrete monument (no identification) marking the northeast corner of Section 36, Township 23 South, Range 33 East, Orange County, Florida; thence run South 89°28'54" West, along the north line of said Section 36, a distance of 5531.97 feet to the northwest corner of said Section 36; thence run South 00°00'00" East, a distance of 563.24 feet; to the POINT OF BEGINNING, said point lying on a non-tangent curve concave to the north; thence run easterly along the arc of said curve, having a radius of 11444.19 feet, a central angle of 0°26'33", a chord length of 88.36 feet bearing South 89°38'01" East, an arc distance of 88.36 feet to the westerly right-of-way line of said State Road 520; thence run South 34°26'05" East, along said right-of-way line, a distance of 60.67 feet to a point on a non-tangent curve concave to the north; thence, departing said right-of-way line, run westerly along the arc of said curve, having a radius of 11494.19 feet, a central angle of 02°36'22", a chord length of 522.79 feet bearing North 88°43'24" West, an arc distance of 522.84 feet; thence run North 87°03'52" West, a distance of 170.76 feet; thence run North 86°38'23" West, a distance of 170.76 feet; thence run North 86°34'04" West, a distance of 320.42 feet to said southerly limited access right-of-way line; thence run North 52°31'20" West, along said southerly limited access right-of-way line, a distance of 89.31 feet; thence, departing said southerly limited access right-of-way line, run South 86°34'04" East, a distance of 394.42 feet; thence South 86°38'23" East, a distance of 170.39 feet; thence South 87°03'50" East, a distance of 170.39 feet to a point on a non-tangent curve concave to the north; thence, run easterly along the arc of said curve, having a radius of 11444.19 feet, a central angle of 01°59'32", a chord length of 397.90 feet bearing South 88°24'59" East, an arc distance of 397.92 feet to the POINT OF BEGINNING.

Containing 1.38 acres, more or less.

Together with:

Part B

A parcel of land lying in Section 36, Township 23 South, Range 33 East, Orange County, Florida, lying within and adjacent to the southerly limited access right-of-way line of State Road 528, per Orlando Orange County Expressway Authority State Road 528 Right-of-Way Maps, Section No. 1.1 and Section No. 1.2, Florida Department of Transportation State Road 528 Right of Way Map, Section 75005-2501 and State Road 520 Right of Way Map Section 75140, being more particularly described as follows:

Commence at a 6"x6" concrete monument (no identification) marking the northeast corner of Section 36, Township 23 South, Range 33 East, Orange County, Florida; thence run South 89°28'54" West, along the north line of said Section 36, a distance of 5531.97 feet to the northwest corner of said Section 36; thence run South 00°00'00" East, a distance of 563.24 feet to a point lying on a non-tangent curve concave to the north; thence run easterly along the arc of said curve, having a radius of 11444.19 feet, a central angle of 01°38'59", a chord length of 329.53 feet bearing North 89°45'46" East, an arc distance of 329.54 feet to the easterly right-of-way line of said State Road 520 and the POINT OF BEGINNING; thence run easterly along the arc of said curve, having a radius of 11444.19 feet, a central angle of 01°19'12", a chord length of 263.64 feet bearing North 88°16'40" East, an arc distance of 263.65 feet to said southerly limited access right-of-way line; thence run South 10°28'50" West, along said southerly limited access right-of-way line, a distance of 51.28 feet to a point on a non-tangent curve concave to the north; thence, departing said southerly limited access right-of-way line, run westerly along the arc of said curve, having a radius of 11494.19 feet, a central angle of 01°05'57", a chord length of 220.48 feet bearing South 88°13'27" West, an arc distance of 220.48 feet to said easterly right-of-way line of said State Road 520; thence along said easterly right-of-way line, run North 34°26'05" West, a distance of 59.82 feet to the POINT OF BEGINNING.

Containing 12,103 square feet or 0.28 acres, more or less.

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 3			
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.: 6374150865			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						
				DRAWING NAME: 0665 CFX Surplus Parcel atdwg			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 9814 Part A and Part B of S.R. 528 PARCELS (at S.R. 520)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT

Surveyor's Notes:

- 1) This Legal Description and Sketch is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The lands surveyed were not abstracted for ownership, easements, right-of-way or other title matters by this firm.
- 3) The location and configuration of the lands described and depicted hereon were provided by the client.
- 4) 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 36, Township 23 South, Range 33 East as being South 89°28'54" West. The average combined scale factor is 0.999938.
- 5) The location of the right-of-way lines of interest is based on the following right-of-way maps:

Orlando Orange County Expressway Authority State Road 528, Section No. 1.1 and Section No. 1.2

Florida Department Of Transportation State Road 528, Section 75005-2501 and State Road 520 Section 75140

6) This Legal Description and Sketch may have been reduced in size by reproduction.

7. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539-14-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 = 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
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way Authority
- No. = Number
- FDOT = Florida Department of Transportation

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

Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 3	
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.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: 0865 CFX Surplus Parcel of ...dwg	

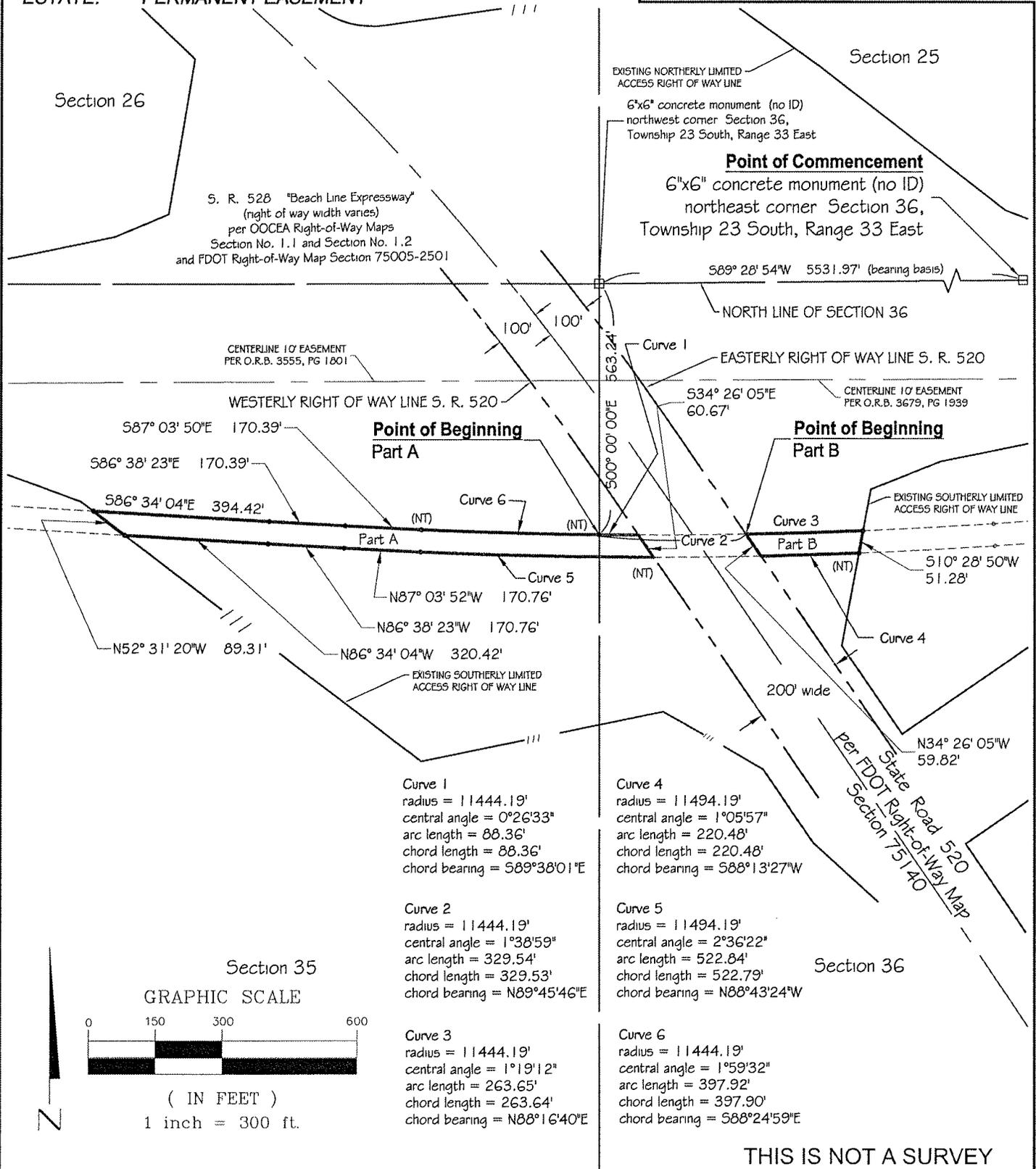
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528**

PROJECT No. 528-1240

PARCEL No. 9814 Part A and Part B of S.R. 528 PARCELS (at S.R. 520)

PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR

ESTATE: PERMANENT EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 11/24/2015
DRAWN BY: PEW	AMEC JOB No.: 6374150865
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 3 OF 3	
REVISIONS	
DATE	BY
DRAWING NAME: 0865 CFX Surplus Parcel of ...	

EXHIBIT "C"
THE PROJECT AND ANCILLARY AND INCIDENTAL USES

PROJECT

The Project consists of the design, development, acquisition, construction, installation, equipping, ownership, operation and maintenance of a privately owned and operated intercity passenger rail system and related facilities, with stations located in Orlando, West Palm Beach, Fort Lauderdale and Miami, Florida.

The Company's passenger rail service will offer leisure, business, and personal travelers fast, reliable, convenient and comfortable travel within Southeast and Central Florida. The Company expects 16 daily departures from each of Miami and Orlando, with stops in West Palm Beach and Fort Lauderdale when fully operational. The Project's express trains will be able to make the 235-mile trip between Miami and Orlando in approximately three hours, travelling at speeds of up to 125 mph while offering on-board amenities to passengers. Train stations will be conveniently located in city centers and Orlando International Airport, and will offer multiple connections to local commuter rail and public ground transportation.

ANCILLARY AND INCIDENTAL USES

As ancillary and incidental uses in the operation of the Project, AAF, without the Authority's consent, may enter into the following arrangements which are exclusively for the benefit of Project Passengers and AAF's Project crew and contractors/vendors engaged in the construction, operation, or maintenance of the Project.

- Construction
 - Construction, installation, repair, replacement of the Intercity Passenger Rail Improvements
- Maintenance
 - Maintenance of Intercity Passenger Rail Improvements (includes routine maintenance activities, inspections, installation, repair, replacement)
 - Maintenance of Rolling Stock (includes routine maintenance activities, inspections and repairs)
 - Maintenance of Southern Slope Improvements (including mowing, repairing and replacement)
- Operations
 - Scheduled passenger service and special/charter service
 - Cleaning (interior of train)
 - Food and beverage service on the train (complimentary and for sale)
 - Retail on the train (complimentary and for sale)
 - Wi-Fi & cellular service on the train (complimentary and for sale)
 - Emergency access as required
 - Ability to bring in equipment and vehicles related to derailment & rerailment
 - Marketing, advertising, promotions, exposure in and on the train
 - No Fueling Operations

EXHIBIT "D"
RULES

**Rules Regarding Access to Property and the Pond, Slope Property,
and Maintenance Access Ways**

The following provisions (as the same may be amended from time to time by All Aboard Florida – Operations LLC, a Delaware limited liability company ("AAF")) shall be included by the Central Florida Expressway Authority, a body corporate and politic existing pursuant to Chapter 348, Florida Statutes (the "Authority") in any agreement for work or services entered into by the Authority and any third party referred to below as a "Consultant") pursuant to which such Consultant may require access to the Property and the Pond, Slope Property, and Maintenance Access Ways (all as defined in the foregoing Rail Line Easement to which this exhibit is attached, collectively, the "ROW") as part of its agreement with the Authority. In the event that Authority utilizes its own employees, in lieu of the Consultant, for any work on the ROW, then Authority and its employees shall comply with all of the provisions contained in this Exhibit "D".

**Contract Provision
ROW REQUIREMENTS**

Consultant acknowledges that in the performance of its Services, Consultant may access the ROW. Consultant's access to the ROW is subject to the foregoing Rail Line Easement, including this Exhibit "D" (the "Governing Documents"). Consultant shall not do or permit to be done any act or thing which will constitute a breach or violation of any of the terms, covenants, conditions, or provisions of the Governing Documents. Moreover, Consultant agrees to be bound by and agrees to perform all of the acts and responsibilities required by the Governing Documents as are applicable to the access to and use of the ROW. This includes, without limitation, the requirements and restrictions set forth in the ROW Requirements set forth below. Further, whether or not Consultant performs services within the ROW, Consultant shall adopt, monitor and enforce reasonable rules and regulations for the conduct of its employees, patrons, agents and contractors (including employees thereof) or any other persons to protect them from injury while on, about or near any track on or adjoining the ROW.

ROW REQUIREMENTS

As provided in the Agreement, if the services of Consultant relate to property located within the ROW, Consultant shall comply with, and not do or permit to be done any act or thing which is restricted under, the provisions of the easement rights granted to AAF. This includes, without limitation, the following (the "ROW Requirements"):

- A. Consultant shall not in any way, or at any time, interfere with or obstruct the use of ROW by the Authority or AAF or their respective agents, employees, patrons or assigns.
- B. Consultant will not discharge surface water upon any portion of the ROW or any of AAF's property and/or railroad tracks and Consultant hereby expressly releases the Authority and AAF from liability for any surface water flowing across the ROW.

C. Consultant further agrees not to alter the ROW so as to cause water to drain or flow onto the ROW or any of AAF's property nor so as to cause an undermining of the ROW or any adjacent property.

D. Consultant shall not have or assert any claim or demand whatsoever for compensation or damages against the Authority, AAF, the ROW or to any improvements now or hereafter erected or property located thereon which may be caused by the operation, maintenance, repair, relocation, or removal of AAF's railroad, its operations or which may be caused by vibration resulting from the operation of said railroad and Consultant releases the Authority and AAF from any liability for any such damage.

E. Consultant acknowledges and agrees that no right of way, expressed or implied, over the ROW is granted by this Agreement.

F. Consultant acknowledges that Consultant will have no authority or power, express or implied, to create or cause any construction lien or mechanics' or materialmen's lien or claim of any kind against any portion of the ROW. Consultant will promptly cause any such liens or claims to be released by payment, bonding or otherwise, but in any event not more than ten (10) business days after request by the Authority, and will indemnify the Authority, and AAF against losses arising out of any such claim including, without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT AAF WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO SUPPLIER HEREUNDER, OR TO ANYONE PROVIDING LABOR, SERVICES, MATERIALS OR EQUIPMENT THROUGH OR UNDER SUPPLIER, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES, MATERIALS OR EQUIPMENT WILL ATTACH TO OR AFFECT THE INTEREST OF AAF IN THE ROW. CONSULTANT WILL DISCLOSE THE FOREGOING PROVISIONS TO EACH CONTRACTOR OR PARTY ENGAGED BY CONSULTANT PROVIDING LABOR, SERVICES, MATERIALS AND/OR EQUIPMENT WITH REGARD TO THE ROW.

G. Consultant shall have no claim of any kind or description for damages to goods, wares, personal property or merchandise on the ROW from any cause whatsoever, INCLUDING FIRE, STORM, CASUALTY OR ACT OF GOD, OR NEGLIGENCE OF THE AUTHORITY OR RAIL COMPANY UNLESS CAUSED BY THE WILLFUL OR INTENTIONAL ACTS OF THE AUTHORITY OR AAF.

H. A railroad watchman or flagman shall be present at all times work is being performed by Consultant to the extent that a watchman and/or flagman is required to comply with any applicable laws, the then-existing documented safety policies of AAF, and those of the Florida East Coast Railway, L.L.C., or if requested by the Authority or AAF. The Authority or AAF shall advise if a railway watchman or flagman is to be present during the time Services are being performed by Consultant (including by anyone acting on Consultant's behalf). Consultant shall provide the Authority and AAF no less than fourteen (14) calendar days' advance written notice of its intention to perform work at or around the ROW to allow the Authority or AAF to provide such notice regarding required watchmen or flagmen, if and as necessary. Such notice to AAF shall be provided in writing via email and facsimile to the attention of the following person:

All Aboard Florida - Operations LLC
2855 LeJeune Road, 4th Floor, Coral Gables, FL 33134
Attn: Adrian Share
Email address: Adrian.Share@allaboardflorida.com
Facsimile Number: 305-520-2400

The Consultant shall pay the cost and expense of any such required watchmen and/or flagmen.

I. Consultant hereby waives any and all claims against AAF and the Authority relating to accidents, injuries, loss or damage of or to any person (including the employees, agents or representatives of Consultant or any other entity working for or through the Consultant) or property arising from or in any manner relating to the use of or access to the ROW and hereby agrees to indemnify and hold harmless AAF and the Authority against any and all damages and costs resulting from any claims made against AAF and/or the Authority by any person or entity working for or through the Consultant including the employees, agents or representatives thereof.

J. Without limiting Consultant's obligations in the Agreement to comply with applicable law, it is understood that Consultant shall comply with all applicable federal, state and municipal regulations as to health, safety, zoning, police, nuisance, fire, water, liquid, solid waste and hazardous waste, highways, sidewalks and other matters, and with the regulations of all persons or corporations supplying water, gas, heat, electricity, telephone, or steam on the ROW, and shall indemnify the Authority and AAF against all fines, penalties, expense, damages and costs for violation thereof.

K. Without limiting Consultant's obligations in the Agreement to obtain all necessary permits and approvals related to the performance of the Services, it is understood that Consultant is solely responsible for obtaining any and all applicable federal, state and local licenses, permits, or other authority for its use of the ROW and shall indemnify and hold harmless the Authority and AAF against all fines, penalties, expenses, damage and costs for violation of or failure to comply with any federal, state or local laws or regulations.

L. Consultant agrees and acknowledges that the Authority intends to consult with AAF to confirm whether or not Consultant's use of and access to the ROW is in compliance with the terms of the Agreement, and upon the written request of the Authority, Consultant shall provide the information and assistance needed to resolve any non-compliance issues identified by AAF.

M. In addition to the insurance requirements set forth in the Agreement,

1. Consultant shall procure and maintain the following insurance in accordance with the terms and conditions set forth in the Agreement, as well as Railroad Protective Liability Insurance, of \$2,000,000 per accident, \$6,000,000 aggregate, naming AAF as a named insured. The definition of designated contractor must be amended in such insurance policy to include contractors of every tier.

2. All policies required by the Agreement and herein shall: (i) name the Authority, and AAF as additional insureds (with the exception of workers' compensation insurance and professional liability insurance); (ii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to the Authority and/or AAF or any mortgagee or lender thereto; and (iii) have all railroad exclusions removed.

3. The CGL policy must delete restrictions for indemnity or work within 50 feet of a railroad or on railroad property.

4. All policies required to be provided pursuant to this Agreement shall contain a waiver of subrogation in favor of the Authority and AAF and their insurers, officers, officials, employees and volunteers. Consultant's insurance companies, in their endorsements, must agree to such waiver of subrogation.

N. The Authority shall advise Consultant of any other applicable requirements or restrictions related to the AAF's easements prior to the commencement of Services. Consultant agrees that it shall comply with, and not do or permit to be done any act or thing which is restricted under, any such other requirements or restrictions about which it receives notice from the Authority or AAF.

O. All notices given under these ROW Requirements may be given by receipt-confirmed email.

P. The provisions of these ROW Requirements shall survive the expiration or termination of this Agreement.

Q. Without limiting the generality of the foregoing, any Authority or Consultant employees that utilize any access over the Property must undergo specific right-of way training.

R. Consultant shall comply with all rules and regulations mandated by the Federal Railroad Administration regarding access to right-of way for railroad purposes.

S. Consultant shall comply with all provisions of the Florida East Coast Railway Company Handbook for Contractors, which AAF hereby adopts and incorporate herein by reference.

T. AAF shall provide a three-hour timeframe for access to the ROW within any 24-hour period, when such access is requested by the Authority, in writing, with respect to the Authority's exercise of the foregoing access rights, including the right to maintain, expand, install, construct, alter, repair, renew, replace and/or otherwise modify the Authority's transportation facilities by either going over or under the ROW and AAF's Intercity Passenger Rail Improvements thereon. Authority's access to the ROW during such three-hour timeframe within any 24-hour period shall not be deemed to affect AAF's use and operation of the Intercity Passenger Rail Service or the Intercity Passenger Rail Project ("Project") in a material respect (with it being understood that it is material for AAF to be able to operate and maintain the Project in a safe manner in order to deliver uninterrupted service to AAF Passengers).

U. Authority shall review with AAF any and all proposed improvements to the ROW from and after the Effective Date of the Rail Line Easement in order to ensure that any such action is taken in a manner consistent with the Authority's commitment to minimize interference with AAF's use and enjoyment of the ROW, which includes an agreement by the Authority to refrain from taking or allowing any action with respect to the ROW that would adversely affect AAF's ability to construct and/or operate the Project as contemplated hereunder, whether taken before or after the completion of the Project plans or the commencement of construction.

EXHIBIT "E"
SOUTHERN SLOPE PROPERTY
AND
NORTHERN SLOPE PROPERTY

See depiction of Southern Slope Property and Northern Slope Property as shown by the dashed line on the depiction of the Overall Property on Exhibit A.

EXHIBIT "F"

RIGHT OF ENTRY AGREEMENT

3. Special Conditions. Licensee further agrees to the following special conditions:

- a. No pullboxes or other surface structures shall be permanently placed within Authority right-of-way.
- b. Licensee shall apply for and obtain all necessary permits, including permits issued by or through the Florida Department of Transportation, and comply with all applicable laws, rules, ordinances, and regulations.

c. _____

d. _____

e. _____

f. _____

4. Term. This is a license agreement terminable at will by the Authority. Unless terminated sooner, this Agreement will expire upon the earlier of: (a) completion of the Project; or (b) _____ (____) days from the date of execution by Authority.

5. Coordination. Activities to be performed in connection with the Project shall be coordinated with Authority prior to the initiation of the activity. Coordination with Authority shall be accomplished through contact and cooperation with both Pat Collins at 407-690-5056 and Steve Geiss at 407-630-5335, at least 72 hours in advance to assist in locating the existing Authority roadway lighting lines, fiber optic network lines, and any other underground improvements and to confirm no on-going maintenance in the area.

6. Restoration of Site. Licensee shall be responsible for any and all costs related to the Project, including installation, operation and removal and restoration of equipment on and around the Property. At Licensee's sole cost and expense, Licensee shall remove from the Property all materials generated during its activities at the Property and Licensee shall be fully responsible for the proper disposal of such materials in accordance with applicable laws, rules, ordinances and regulations. Additionally, Licensee agrees to promptly repair any and all damage to the Property caused by the Project with specific attention to surface sod, concrete, and asphalt. Restoration of the Property shall be equal or superior to its present condition as nearly as may reasonably be possible. Upon completion of restoration, Licensee shall contact Pat Collins at 407-690-5056 and Steve Geiss at 407-630-5335, who shall inspect the Property and, if satisfied, issue a notice of satisfaction, which notice may be transmitted by electronic mail. Failure to obtain said notice of satisfaction may result in pursuit by Authority against Licensee or its contactors or agents for damages and costs associated with proper restoration of the Property.

7. Indemnification. Licensee shall indemnify, defend and hold Authority harmless and shall cause Licensee's contractors and agents to indemnify, defend and hold Authority harmless from and against any and all costs, expenses, fines, fees, penalties, claims, suits or proceedings (including attorneys' fees at the trial or appellate level), demands, liabilities, damages, injuries (including death) arising from their respective use or work performed on or about the Property or in connection with the Project, excepting only those claims arising from the sole negligence of the Authority, its officials, or employees.

8. Sovereign Immunity. Nothing contained in this Agreement shall be construed as a waiver or attempt at a waiver by the Authority of its sovereign immunity under the Constitution and laws of the State of Florida.

9. Insurance. Licensee shall provide a certificate of general liability insurance and specifically list Authority as an additional insured or provide a policy covering contractual liability before any work commences. Policy shall be an occurrence basis policy, with minimum limits of \$1 million per occurrence with a deductible of no more than \$500, and \$2 million in the aggregate combined single limits covering bodily injury, property damage, personal injury and liability.

10. Assumption of Risk; Release. Licensee, on behalf of its employees, contractors, and agents, assumes the risk associated with any activities arising out of this Agreement or on or around the Property. Licensee, on behalf of its employees and agents, hereby releases Authority, its officials, employees, and contractors from any and all liability, loss, claims, damages, costs and expenses of any nature in connection with any injury or damage to any person or any real or personal property which Licensee and its employees, contractors, or agents may suffer or incur in connection with this Agreement.

11. Reservation of Rights. Authority expressly reserves all rights to pursue any claims it may have against the Licensee, its contractors or its agents for damages, violations, contributions and indemnity, or for any other losses which may have been caused by the Licensee, its contractors, or its agents within the Property.

12. Governing Law. All parties agree that this Agreement and the contents thereof are to be interpreted and enforced pursuant to the laws of the State of Florida. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision hereof shall be instituted and maintained only in the courts of the State of Florida.

13. Notice. Except as otherwise provided in the paragraphs with the headings of Coordination and Restoration of Site, all notices required to be delivered to Licensee or Authority shall be delivered via certified mail return receipt requested to the respective parties at the addresses provided below:

With respect to Licensee:

With respect to Authority:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807-1684
Telephone: (407) 690-5000
Facsimile: (407) 690-5011
Attention: Deputy Executive Director of Engineering, Operations
Construction & Maintenance

and

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807-1684
Telephone: (407) 690-5000
Facsimile: (407) 690-5011
Attention: General Counsel

14. Authorized Signatories. Licensee represents and warrants that the person signing below is duly authorized to sign this Agreement to which the Licensee and its employees, contractors, and agents will be duly bound.

15. The Parties agree that neither this Agreement nor any memorandum or notice of the same shall be recorded in the Official Records of Orange County, Florida or any other County in the State of Florida.

16. Licensee understands and agrees that this Agreement does not take effect until it is fully executed by all the parties and that Licensee cannot rely upon the representations of staff.

IN WITNESS HEREOF, Authority and Licensee have executed this Right of Entry Agreement effective on the last date of execution.

Witnesses:

First Witness

By: _____

Print Name: _____

Second Witness

By: _____

Print Name: _____

LICENSEE:

Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Witnesses:

First Witness

By: _____

Print Name: _____

Second Witness

By: _____

Print Name: _____

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____

Print Name: _____

Title: _____

Date: _____

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

By: _____
General Counsel /Deputy General Counsel

Date: _____

Attachments

Exhibit A. Description of the Real Property

Exhibit B. Project Plans

COMPOSITE EXHIBIT "G"

DESCRIPTION OF SIGNAL POLE AREA

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 981 Part A of SR 528 PARCELS (at OIA)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: SIGNAL POLE PERMANENT EASEMENT**

A parcel of land lying in the Section 34, Township 23 South, Range 30 East, Orange County, Florida, lying within and adjacent to the existing limited access right of way of State Road 528 as depicted on Orlando Orange County Expressway Authority Map Section 1.2 and Airport Interchange-Bee Line Improvements Right of Way Maps, being more particularly described as follows:

Commence at 6"x6" concrete monument marking the Northeast Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°22'19" East, along the east line of the northeast 1/4 of said Section 34, a distance of 552.65 feet; thence departing said east line, run North 79°11'53" West, a distance of 1908.76 feet; thence run North 79°18'04" West a distance of 62.08 feet to a point on a curve with a radius of 5752.62 feet, concave to the south; thence westerly along said curve to the left through a central angle of 4°03'34", an arc distance of 407.59 feet where the chord bears North 81°32'14" West a distance of 407.50 feet to the POINT OF BEGINNING; thence continue westerly along said curve to the left with a radius of 5752.62 feet, through a central angle of 0°11'57", an arc distance of 20.00 feet where the chord bears North 83°40'00" West a distance of 20.00 feet; thence North 06°20'00" East, a distance of 5.00 feet; thence South 83°40'00" East, a distance of 20.00 feet; thence South 06°20'00" West, a distance of 5.00 feet to the POINT OF BEGINNING.

Containing 100 square feet or 0.002 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 0.999952.
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-586539-1-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 = 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
- AAF = All Aboard Florida
- 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.

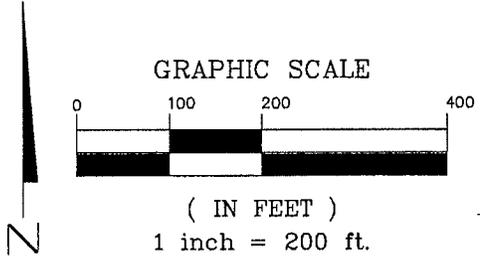
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. 1S-0004201

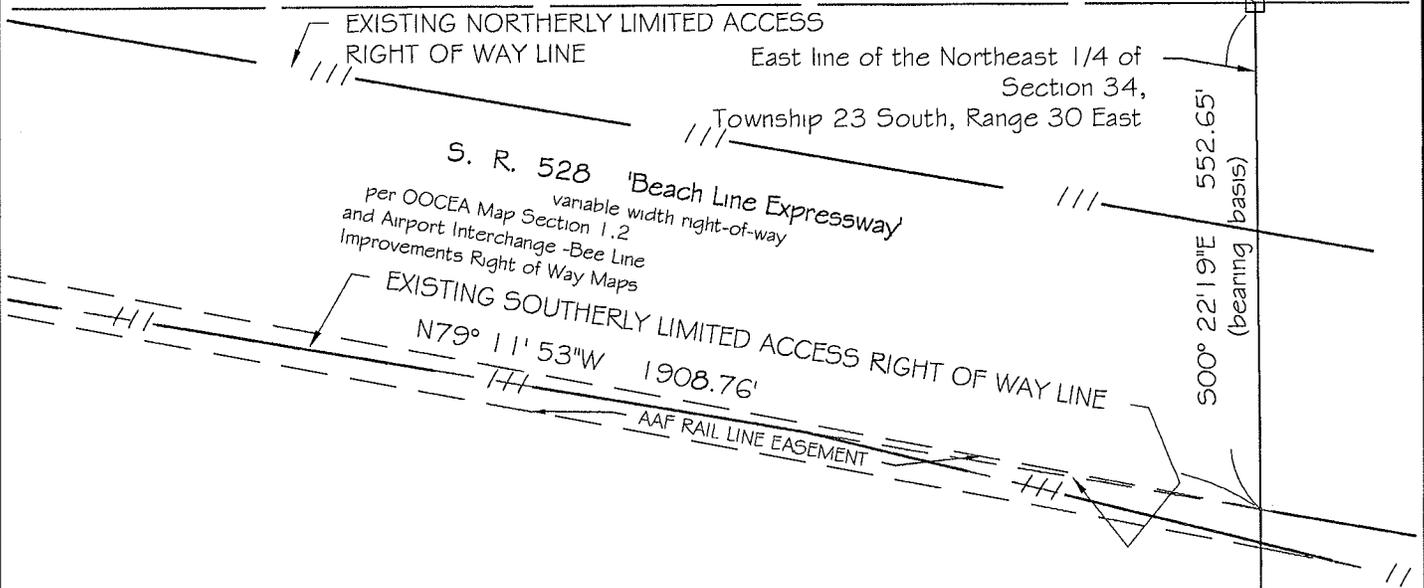
THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 3	
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.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			---	---
				DRAWING NAME: 0865 CFX Surplus Parcels at OIA.dwg	

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 981 Part A of SR 528 PARCELS (at OIA)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: SIGNAL POLE PERMANENT EASEMENT



POINT OF COMMENCEMENT
6"x6" concrete monument
northeast corner Section 34,
Township 23 South, Range 30 East



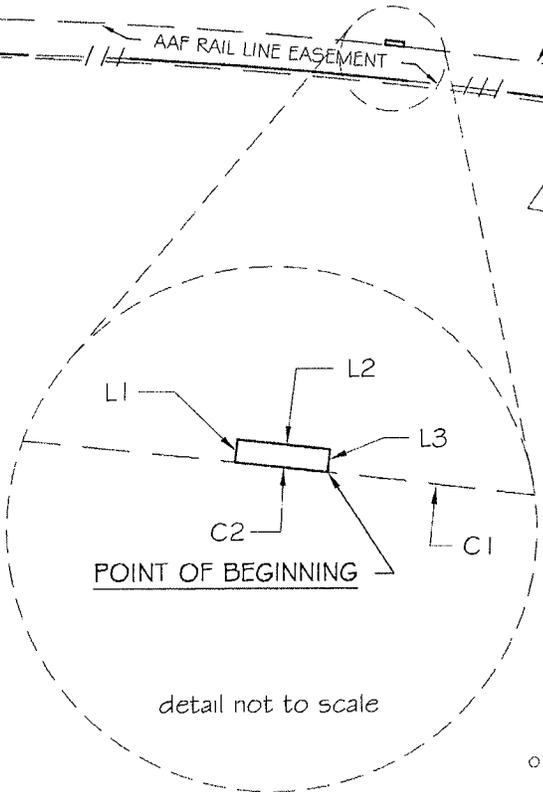
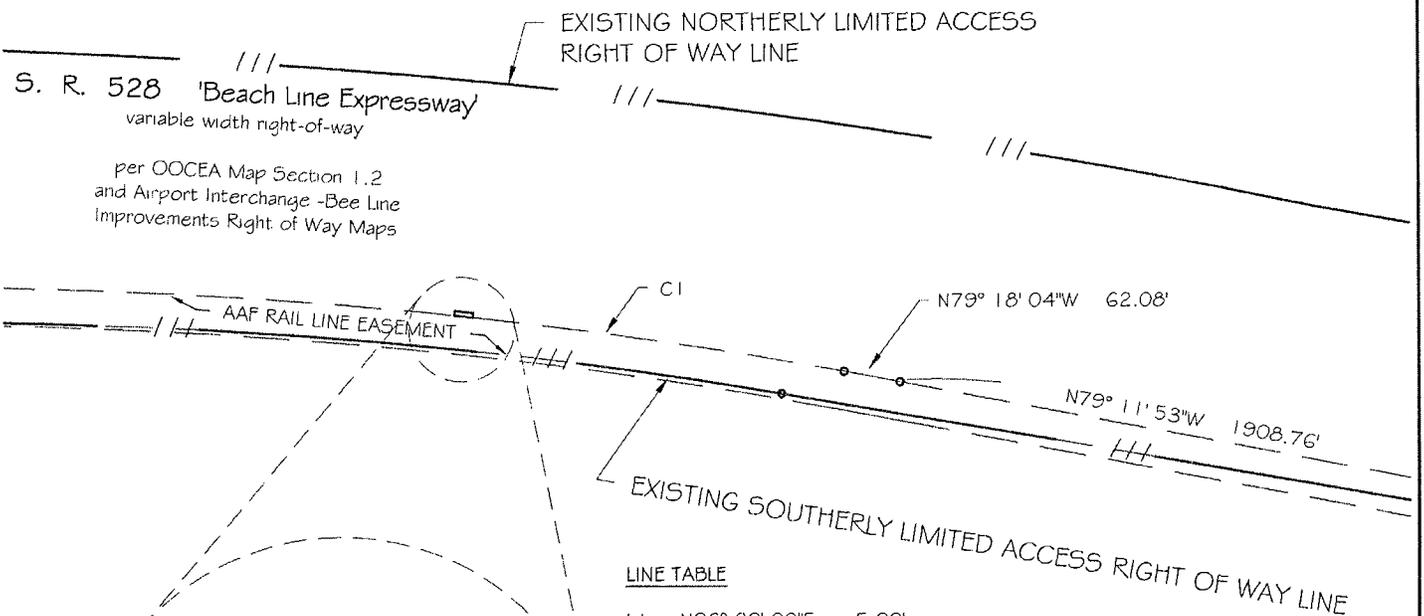
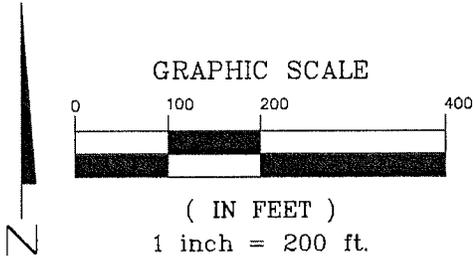
ORLANDO INTERNATIONAL AIRPORT

34 35

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 3	
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.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: 0865 CFX Surplus Parcels at OIA.dwg	

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 981 Part A of SR 528 PARCELS (at OIA)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: SIGNAL POLE PERMANENT EASEMENT



LINE TABLE

L1 =	N06° 20' 00"E	5.00'
L2 =	S83° 40' 00"E	20.00'
L3 =	S06° 20' 00"W	5.00'

CURVE - C1

radius = 5752.62'
central angle = 4°03'34"
arc length = 407.59'
chord length = 407.50'
chord bearing = N81°32'14"W

CURVE - C2

radius = 5752.62'
central angle = 0°11'57"
arc length = 20.00'
chord length = 20.00'
chord bearing = N83°40'00"W

ORLANDO INTERNATIONAL AIRPORT

34

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 3 OF 3	
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.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: 6805 CFX Surplus Percents at OIA.dwg	

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 987 Part C of S.R. 528 Parcels (at S.R. 417 Interchange)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: SIGNAL POLE PERMANENT EASEMENT**

Part C:

A parcel of land lying in Section 32 Township 23 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument (no identification) marking the Northwest Corner of Section 32, Township 23 South, Range 31 East, Orange County, Florida; thence run South 00°13'49" West, along the west line of the Northwest 1/4 of said Section 32, a distance of 312.61 feet to the south Right of Way line of State Road 528 as described in Official Records Book 1516 at Page 915 of the Public Records of Orange County, Florida; thence run North 89°45'06" East, along said south Right of Way line, a distance of 629.95 feet to a point on the southerly line of Parcel #41-104 Mitigation Area Taking, as recorded in Official Records Book 4068 at Page 3668 of said Public Records, also being a point on the northerly line of a 60.00 foot wide Florida Power Corporation Right-of-Way recorded in Official Records Book 1893 at Page 946 of said Public Records; thence run South 63°45'43" East, along said southerly line and northerly Right-of-Way line, a distance of 348.80 feet to a point on a non-tangent curve with a radius of 4926.15 feet, concave to the southwest; thence southeasterly along said curve to the right through a central angle of 08°43'04", an arc distance of 749.53 feet where the chord bears South 70°17'30" East a distance of 748.80 feet; thence South 65°01'46" East, a distance of 186.29 feet; thence South 63°56'38" East, a distance of 186.27 feet; thence South 63°45'46" East, a distance of 1055.61 feet to the POINT OF BEGINNING; thence North 26°14'14" East, a distance of 5.00 feet; thence South 63°45'46" East, a distance of 20.00 feet; thence run South 26°14'14" West, a distance of 5.00 feet; thence run North 63°45'46" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 100 square feet or 0.002 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 west line of the northwest 1/4 of Section 32, 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.
6. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586839-7-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
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- PID = Parcel Identification Number
- S.R. = State Road
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- AAF = All Aboard Florida
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- No. = Number

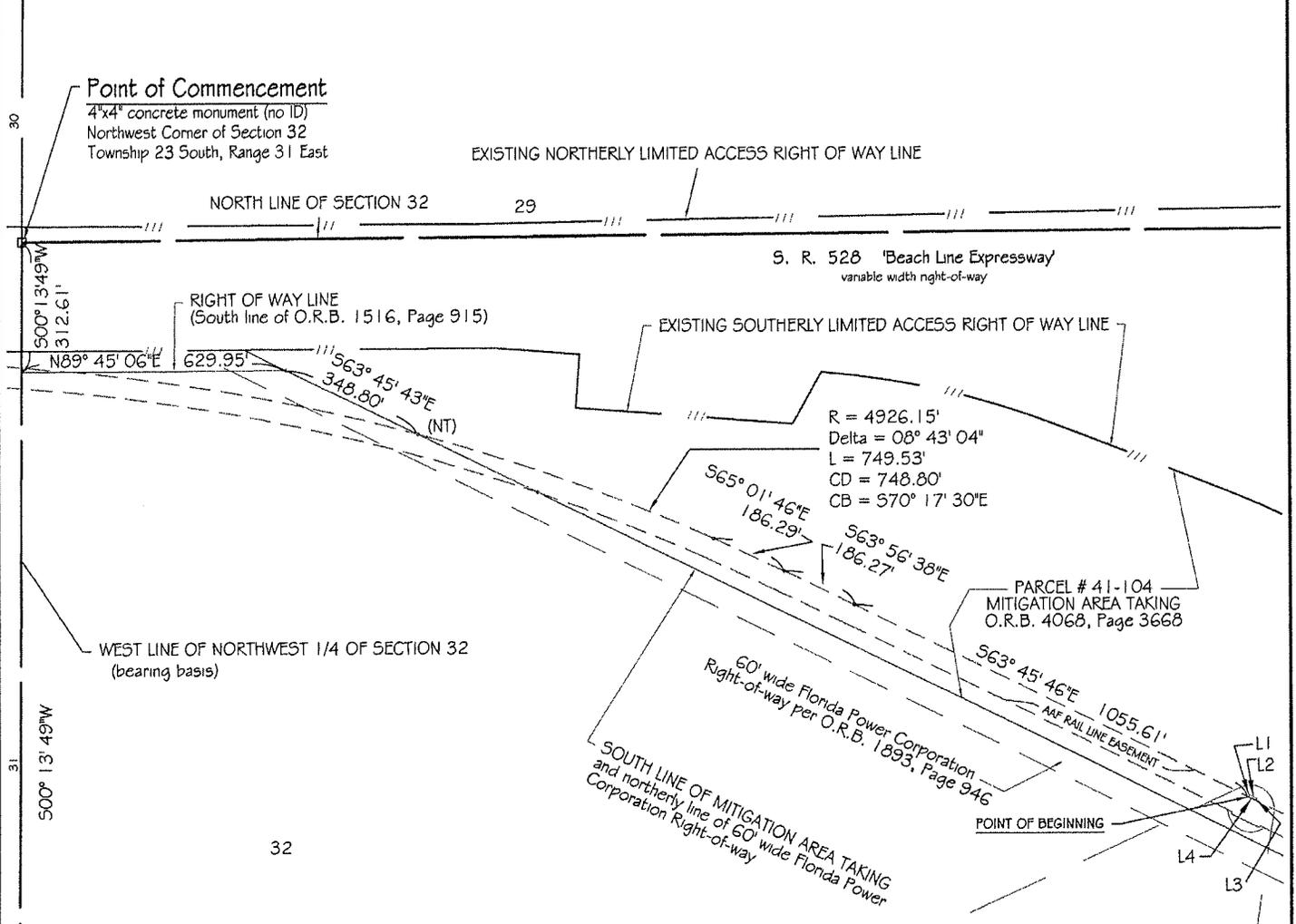
I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative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

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

THIS IS NOT A SURVEY

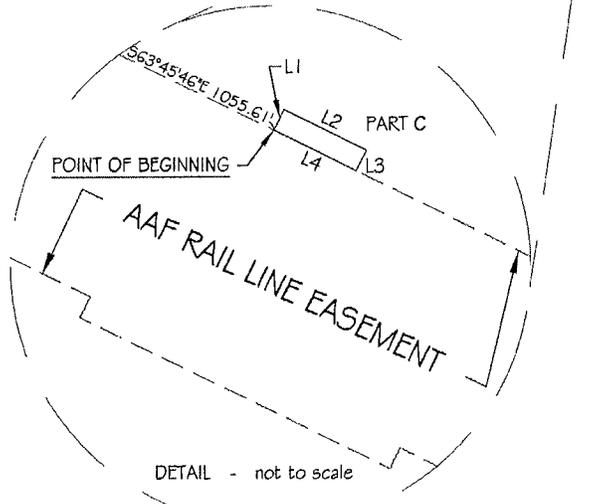
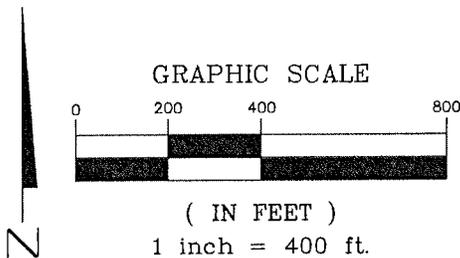
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 11/24/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: 0865 Signal Pole parcel at 417.dwg	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 987 Part C of S.R. 528 Parcels (at S.R. 417 Interchange)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: SIGNAL POLE PERMANENT EASEMENT



LINE TABLE

L1 = N26° 14' 14"E	5.00'
L2 = S63° 45' 46"E	20.00'
L3 = S26° 14' 14"W	5.00'
L4 = N63° 45' 46"W	20.00'



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 11/24/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			DRAWING NAME: 0365 Signal Pole parcel at 417.dwg	

COMPOSITE EXHIBIT "H"

DESCRIPTION OF BRIDGE PIERS AND RETAINING WALL AREAS

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 985 Part D and Part E of S.R. 528 Parcels (at Narcoossee Road)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: BRIDGE and RETAINING WALL PERMANENT EASEMENT**

Part D:

A parcel of land lying in Section 36, Township 23 South, Range 30 East, Orange County, Florida, lying within the existing limited access right of way of State Road 528 per Orlando Orange County Expressway Authority State Road 528 / Narcoossee Road Interchange, Project 907 Right-of-way Map, being more particularly described as follows:

Commence at 6"x6" concrete monument (no identification) marking the northwest corner of Section 31, Township 23 South, Range 31 East, Orange County, Florida; thence run South 00°15'33" West, along the west line of the northwest 1/4 of said Section 31, a distance of 1216.19 feet; thence run South 89°18'55" West, a distance of 50.59 feet to the POINT OF BEGINNING; thence run South 89°18'55" West, a distance of 205.00 feet; thence run North 00°41'05" West, a distance of 25.66 feet; thence run North 82°24'20" East, a distance of 147.74 feet; thence run North 89°18'55" East, a distance of 58.33 feet; thence run South 00°41'05" East, a distance of 43.44 feet to the POINT OF BEGINNING.

Containing 7,601.21 square feet or 0.17 acres, more or less.

Part E:

A parcel of land lying in Section 36, Township 23 South, Range 30 East, Orange County, Florida, lying within the existing limited access right of way of State Road 528 per Orlando Orange County Expressway Authority State Road 528 / Narcoossee Road Interchange, Project 907 Right-of-way Map, being more particularly described as follows:

Commence at 6"x6" concrete monument (no identification) marking the northwest corner of Section 31, Township 23 South, Range 31 East, Orange County, Florida; thence run South 00°15'33" West, along the west line of the northwest 1/4 of said Section 31, a distance of 1216.19 feet; thence run South 89°18'55" West, a distance of 255.59 feet; thence run South 00°41'05" East, a distance of 50.00 feet to the POINT OF BEGINNING; thence run North 89°18'55" East, a distance of 190.98 feet to the existing southerly limited access right of way line of State Road 528; thence, along said existing southerly limited access right of way line, run South 75°03'04" West, a distance of 197.05 feet; thence run North 00°41'05" West, a distance of 48.55 feet to the POINT OF BEGINNING.

Containing 4,636.27 square feet or 0.11 acres, more or less.

Surveyors Notes

1. This Legal Description and Sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
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. The location and configuration of the lands described and depicted hereon were provided by the client.
4. 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 31, Township 23 South, Range 31 East as being South 00° 15' 33" West. The average combined scale factor is 0.999945.
5. The location of the right-of-way lines of interest is based on the follow right-of-way map: Orlando Orange County Expressway Authority State Road 528 Narcoossee Road Interchange, Project 907.
6. This legal description and sketch may have been reduced in size by reproduction.
7. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539-5-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

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

LEGEND:

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- (D) = Deed
- (M) = Measured
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Robert M. Jones, PLS

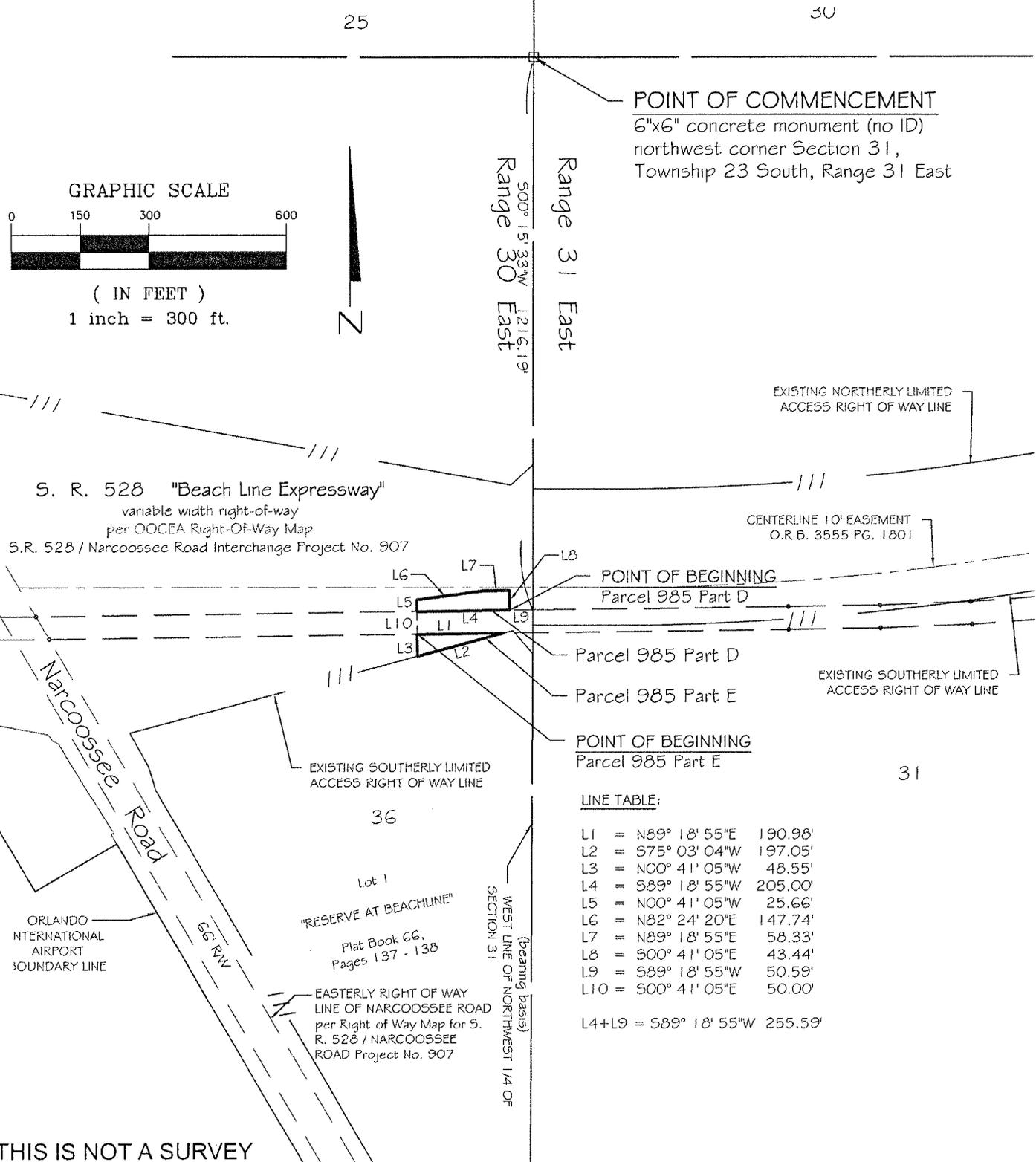
Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 12/14/2015	 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.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240				

ORANGE COUNTY BRIDGE and pier project at Narcoossee Road/528

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 985 Part D and Part E of S.R. 528 Parcels (at Narcoossee Road)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: BRIDGE and RETAINING WALL PERMANENT EASEMENT



FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2			
DESIGNED BY: HNTB	DATE: 12/14/2015	 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.: 6374150865			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240						

ORLANDO INTERNATIONAL AIRPORT Bridge and pier parcels of Narcoossee Road

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 985 Part F of S.R. 528 Parcels (at Narcoossee Road)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: BRIDGE and RETAINING WALL PERMANENT EASEMENT**

Part F:

A parcel of land lying in Section 36, Township 23 South, Range 30 East, Orange County, Florida, lying within the existing limited access right-of-way of State Road 528 per Orlando Orange County Expressway Authority State Road 528/Narcoossee Road Interchange Project 907 right-of-way map, being more particularly described as follows:

Commence at 6"x6" concrete monument (no identification) marking the northeast corner of Section 36, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°15'33" West, along the east line of the northeast 1/4 of said Section 36, a distance of 1216.19 feet; thence run South 89°18'55" West, a distance of 2204.16 feet to the POINT OF BEGINNING; thence continue South 89°18'55" West, a distance of 68.00 feet; thence run North 00°41'05" West, a distance of 51.43 feet; thence run South 76°02'26" East, a distance of 70.28 feet; thence run South 00°41'05" East, a distance of 33.66 feet to the POINT OF BEGINNING.

Containing 2,893 square feet or 0.07 acres, more or less.

Surveyors Notes

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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. The location and configuration of the lands described and depicted hereon were provided by the client.
4. 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 36, Township 23 South, Range 30 East as being South 00° 15' 33" West. The average combined scale factor is 0.999945.
5. The location of the right-of-way lines of interest is based on the follow right-of-way maps:
Orlando Orange County Expressway Authority State Road 528 / Narcoossee Road Interchange, Project 907.
6. This legal description and sketch may have been reduced in size by reproduction.
7. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539-5-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

LEGEND:

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- (NT) = Non Tangent
- AAF = All Aboard Florida
- 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.

Robert M. Jones, PLS

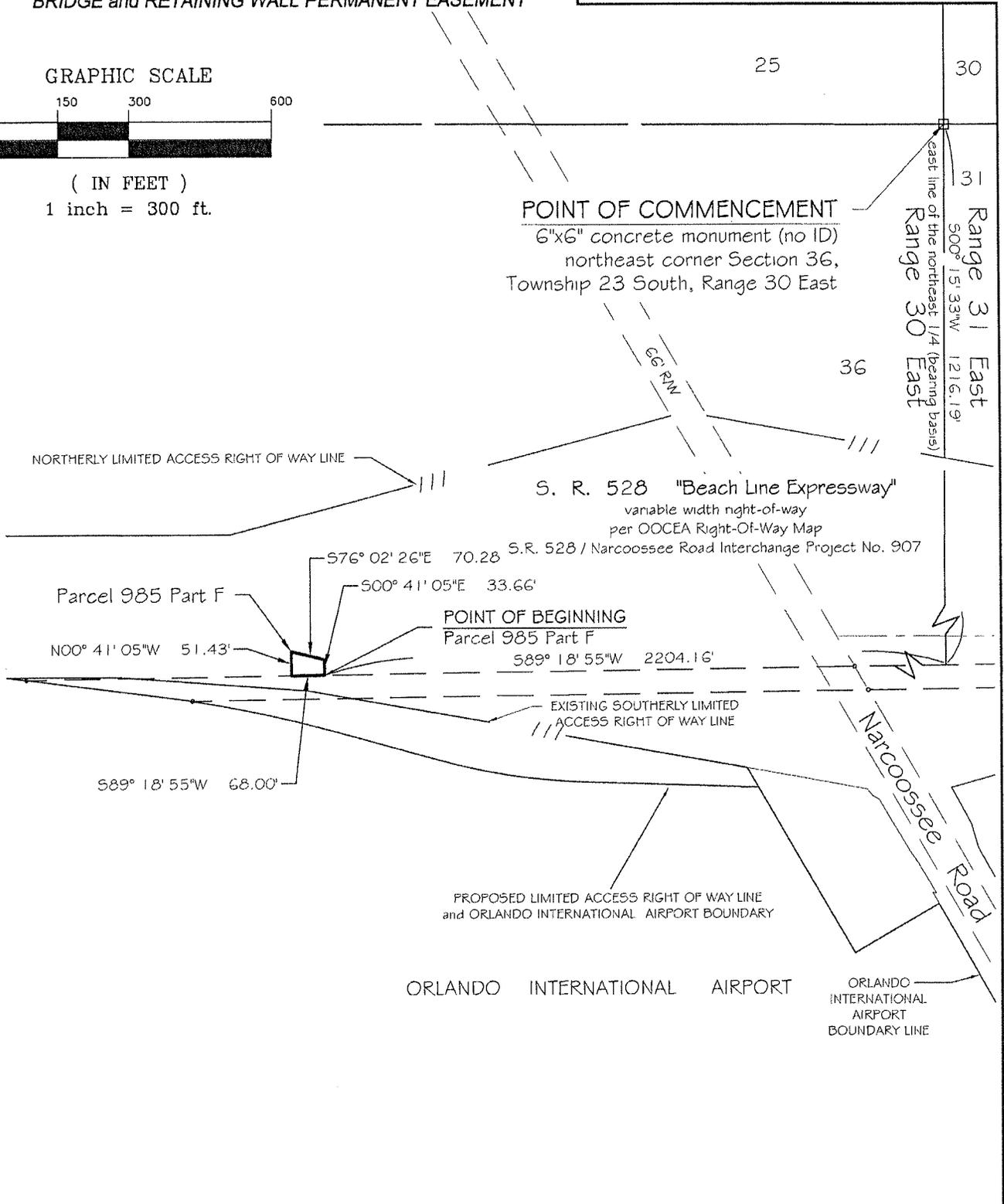
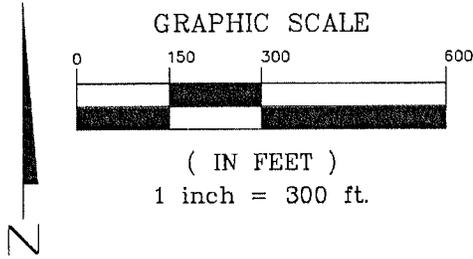
Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 12/14/2015	 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.: 6374150865		DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240				

ORANGE COUNTY 1983 Bridge and pier parcels at Narcoossee Road/Proj

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No. 985 Part F of S.R. 528 Parcels (at Narcoossee Road)
 PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
 ESTATE: BRIDGE and RETAINING WALL PERMANENT EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		 amec foster wheeler 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: 12/14/2015		REVISIONS
DRAWN BY: PEW	AMEC JOB No.: 6374150865	DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240		

DRAWING MADE FROM FIELD AND PLAN PARCELS AT Narcoossee Road

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 987 Part A and Part B of S.R. 528 Parcels (at S.R. 417 Interchange)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: BRIDGE and RETAINING WALL PERMANENT EASEMENT**

Part A:

A parcel of land lying in Section 32 Township 23 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument (no identification) marking the Northwest Corner of Section 32, Township 23 South, Range 31 East, Orange County, Florida; thence run South 00°13'49" West, along the west line of the Northwest 1/4 of said Section 32, a distance of 312.61 feet to the south Right of Way line of State Road 528 as described in Official Records Book 1516 at Page 915 of the Public Records of Orange County, Florida; thence run North 89°45'06" East, along said south Right of Way line, a distance of 629.95 feet to a point on the southerly line of Parcel #41-104 Mitigation Area Taking, as recorded in Official Records Book 4068 at Page 3668 of said Public Records, also being a point on the northerly line of a 60.00 foot wide Florida Power Corporation Right-of-Way recorded in Official Records Book 1893 at Page 946 of said Public Records; thence run South 63°45'43" East, along said southerly line and northerly Right-of-Way line, a distance of 348.80 feet to a point on a non-tangent curve with a radius of 4926.15 feet, concave to the southwest; thence southeasterly along said curve to the right through a central angle of 08°43'04", a distance of 749.53 feet where the chord bears South 70°17'30" East a distance of 748.80 feet; thence South 65°01'46" East, a distance of 186.29 feet; thence South 63°56'38" East, a distance of 186.27 feet; thence South 63°45'46" East, a distance of 1428.21 feet; thence South 64°03'06" East, a distance of 232.01 feet; thence South 65°48'05" East, a distance of 232.05 feet to a point on a curve with a radius of 3797.06 feet, concave to the northeast; thence southeasterly and easterly along said curve to the left through a central angle of 04°09'33", an arc distance of 275.63 feet where the chord bears South 69°20'13" East a distance of 275.57 feet to the POINT OF BEGINNING; thence run North 18°20'48" East, a distance of 134.80 feet; thence run North 90°00'00" East, a distance of 108.42 feet; thence run South 22°44'03" East, a distance of 170.34 feet; thence run South 12°37'43" East, a distance of 39.89 feet to a point on a non-tangent curve with a radius of 3797.06 feet, concave to the northeast; thence northwesterly along said curve to the right through a central angle of 03°33'13", an arc distance of 235.50 feet where the chord bears North 73°11'36" West a distance of 235.46 feet to the POINT OF BEGINNING.

Containing 27,375 square feet or 0.63 acres, more or less

Part B:

A parcel of land lying in Section 32 Township 23 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument (no identification) marking the Northwest Corner of Section 32, Township 23 South, Range 31 East, Orange County, Florida; thence run South 00°13'49" West, along the west line of the Northwest 1/4 of said Section 32, a distance of 312.61 feet to the south Right of Way line of State Road 528 as described in Official Records Book 1516 at Page 915 of the Public Records of Orange County, Florida; thence run North 89°45'06" East, along said south Right of Way line, a distance of 629.95 feet to a point on the southerly line of Parcel #41-104 Mitigation Area Taking, as recorded in Official Records Book 4068 at Page 3668 of said Public Records, also being a point on the northerly line of a 60.00 foot wide Florida Power Corporation Right-of-Way recorded in Official Records Book 1893 at Page 946 of said Public Records; thence run South 63°45'43" East, along said southerly line and northerly Right-of-Way line, a distance of 348.80 feet to a point on a non-tangent curve with a radius of 4926.15 feet, concave to the southwest; thence southeasterly along said curve to the right through a central angle of 08°43'04", a distance of 749.53 feet where the chord bears South 70°17'30" East a distance of 748.80 feet; thence South 65°01'46" East, a distance of 186.29 feet; thence South 63°56'38" East, a distance of 186.27 feet; thence South 63°45'46" East, a distance of 1428.21 feet; thence South 64°03'06" East, a distance of 232.01 feet; thence South 65°48'05" East, a distance of 232.05 feet to a point on a curve with a radius of 3797.06 feet, concave to the northeast; thence southeasterly and easterly along said curve to the left through a central angle of 16°11'05", an arc distance of 1072.58 feet where the chord bears South 75°20'59" East a distance of 1069.01 feet to the POINT OF BEGINNING; thence run North 23°59'19" East, a distance of 153.86 feet; thence run South 81°54'32" East, a distance of 103.98 feet; thence run South 04°12'22" West, a distance of 140.93 feet to a point on a non-tangent curve with a radius of 3797.06 feet, concave to the northeast; thence northwesterly along said curve to the right through a central angle of 02°21'06", an arc distance of 155.85 feet where the chord bears North 84°37'04" West a distance of 155.84 feet to the POINT OF BEGINNING.

Containing 18,755 square feet or 0.43 acres, more or less

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 4			
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.: 6374150865			DATE	BY		
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240					DRAWING NAME: 088C: Bridge and pier parcels at 417.dwg	

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 987 Part A and Part B of S.R. 528 Parcels (at S.R. 417 Interchange)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: BRIDGE and RETAINING WALL PERMANENT 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 west line of the northwest 1/4 of Section 32, 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.
6. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539-7-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)
- CD = 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
- AAF = All Aboard Florida
- 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.

Robert M. Jones, PLS

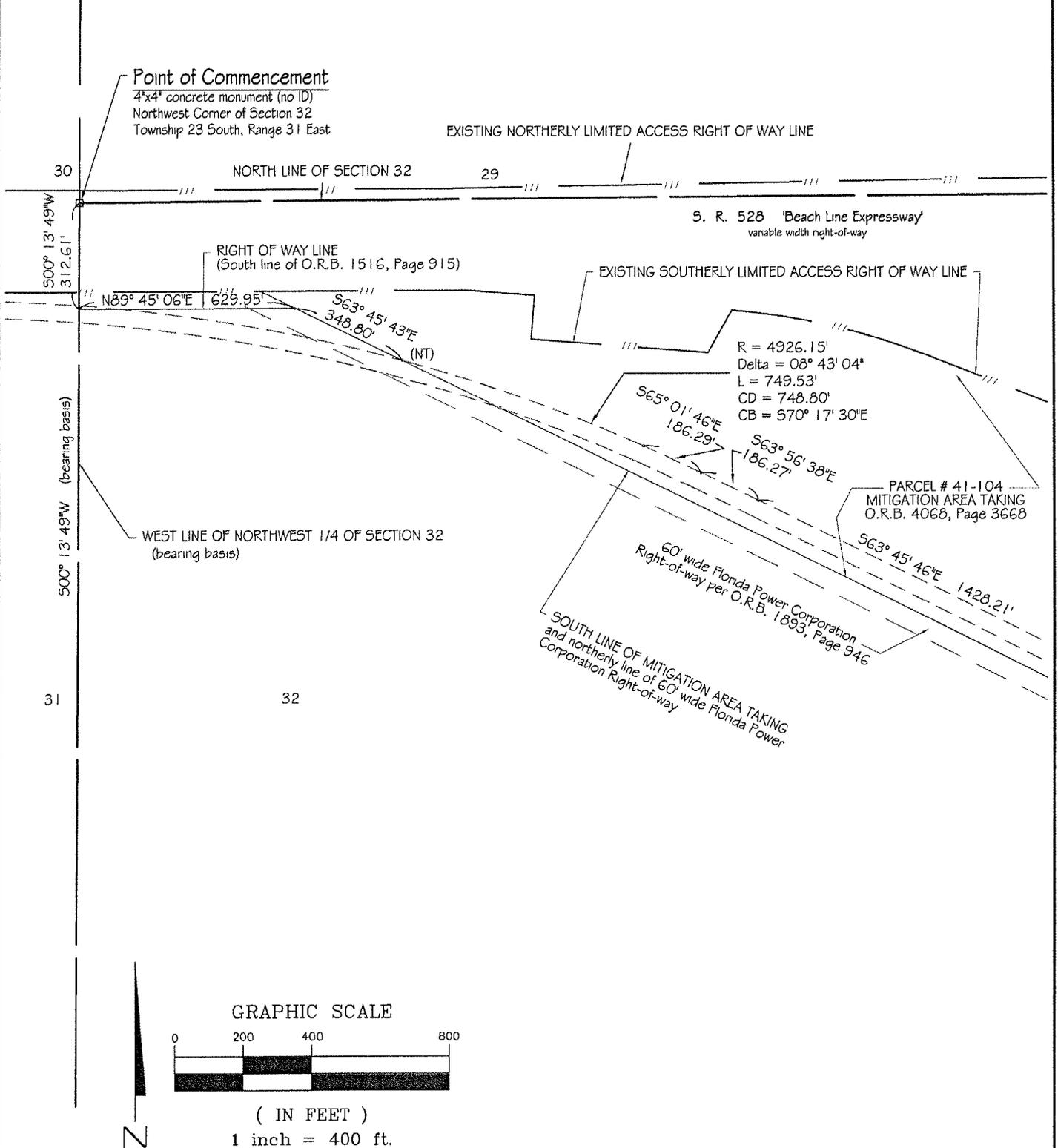
Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 4		
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.: 6374150865			DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240					

DRAWING NAME: 0865 Bridge and pier parcels at 417.dwg

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 987 Part A and Part B of S.R. 528 Parcels (at S.R. 417 Interchange)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: BRIDGE and RETAINING WALL PERMANENT EASEMENT



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 3 OF 4		
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.: 6374150865			DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240					
				DRAWING NAME: 0565 Bridge and pier parcels at 417.dwg		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 987 Part A and Part B of S.R. 528 Parcels (at S.R. 417 Interchange)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: BRIDGE and RETAINING WALL PERMANENT EASEMENT

EXISTING SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE

LINE TABLE

L1 = N18° 20' 48"E	134.80'
L2 = N90° 00' 00"E	108.42'
L3 = S22° 44' 03"E	170.34'
L4 = S12° 37' 43"E	39.89'
L5 = N23° 59' 19"E	153.86'
L6 = S81° 54' 32"E	103.98'
L7 = S04° 12' 22"W	140.93'

CURVE # C1

R = 3797.06'
Delta = 04° 09' 33"
L = 275.63'
CD = 275.57'
CB = S69° 20' 13"E

CURVE # C2

R = 3797.06'
Delta = 03° 33' 13"
L = 235.50'
CD = 235.46'
CB = N73° 11' 36"W

CURVE # C3

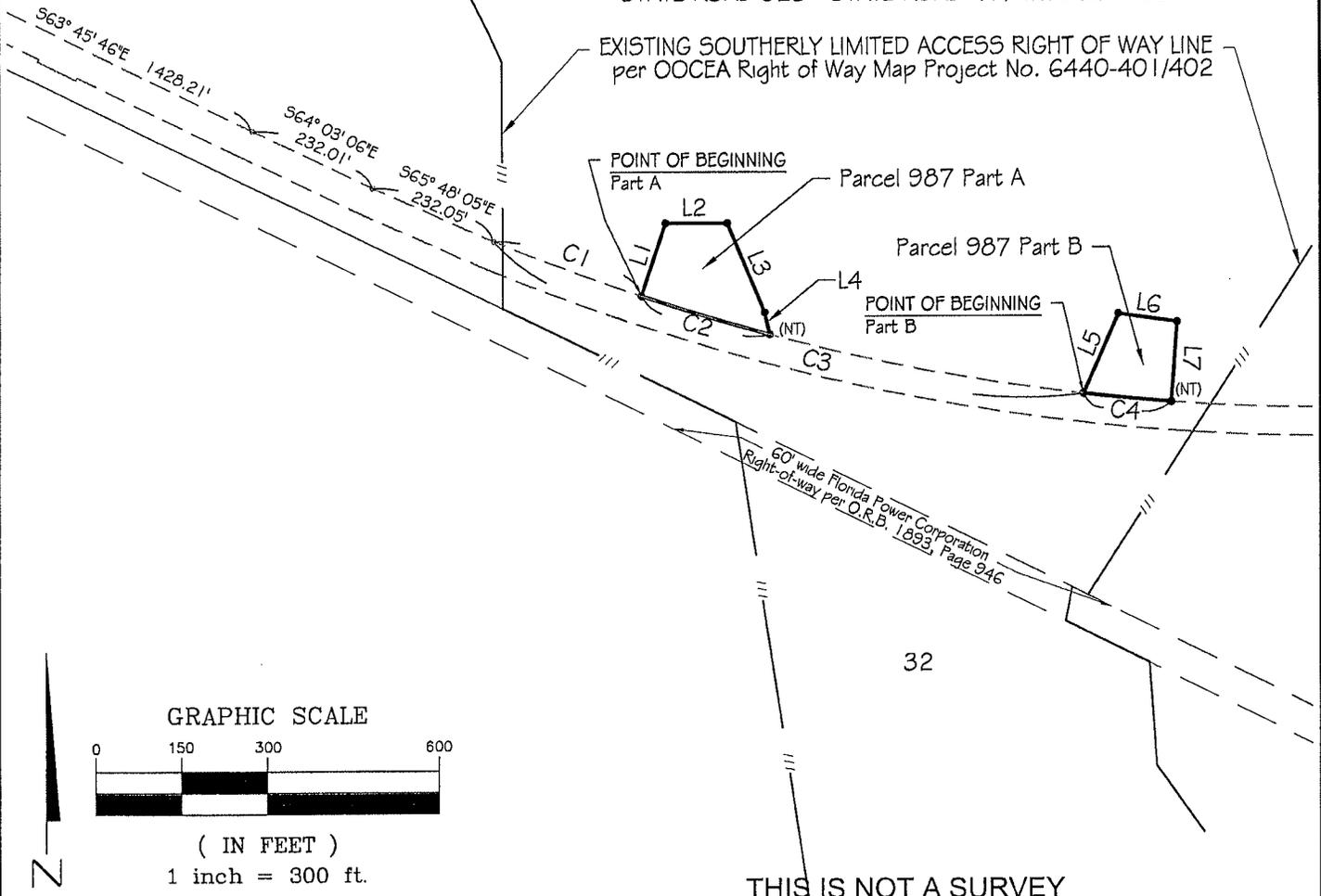
R = 3797.06'
Delta = 16° 11' 05"
L = 1072.58'
CD = 1069.01'
CB = S75° 20' 59"E

CURVE # C4

R = 3797.06'
Delta = 02° 21' 06"
L = 155.85'
CD = 155.84'
CB = N84° 37' 04"W

STATE ROAD 528 - STATE ROAD 417 INTERCHANGE

EXISTING SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE per OOCEA Right of Way Map Project No. 6440-401/402



FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
DESIGNED BY: HNTB	DATE: 11/24/2015
DRAWN BY: PEW	AMEC JOB No.: 6374150865
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 4 OF 4	
REVISIONS	
DATE	BY
DRAWING NAME: 0865 Bridge and pier parcels of 417.dwg	

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 988 Part A of S.R. 528 PARCELS (at ICP)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: BRIDGE and RETAINING WALL PERMANENT EASEMENT**

A parcel of land lying in Section 31, Township 23 South, Range 32 East, Orange County, Florida, lying within the existing limited access right of way of State Road 528 as depicted on Orlando Orange County Expressway Authority International Corporate Parkway Interchange Right of Way Map, being more particularly described as follows:

Commence at a nail and disc (LB 68) marking the northwest corner of Section 31, Township 23 South, Range 32 East, Orange County, Florida; thence run South 00°07'19" East, along the west line of the northwest 1/4 of said Section 31, a distance of 359.74 feet; thence departing said west line run South 89°33'33" East, a distance of 19.40 feet to the POINT OF BEGINNING; thence run North 00°45'57" East a distance of 3.00 feet; thence run South 89°33'33" East a distance of 22.00 feet; thence run South 00°45'57" West a distance of 3.00 feet; thence run North 89°33'33" West a distance of 22.00 feet to the POINT OF BEGINNING.

Containing 66.00 square feet or 0.001 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 west line of the northwest 1/4 of Section 31, Township 23 South, Range 32 East as being South 00° 07' 19" East. The average combined scale factor is 0.999939.
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-586539-8-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
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- 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
- AAF = All Aboard Florida
- 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.

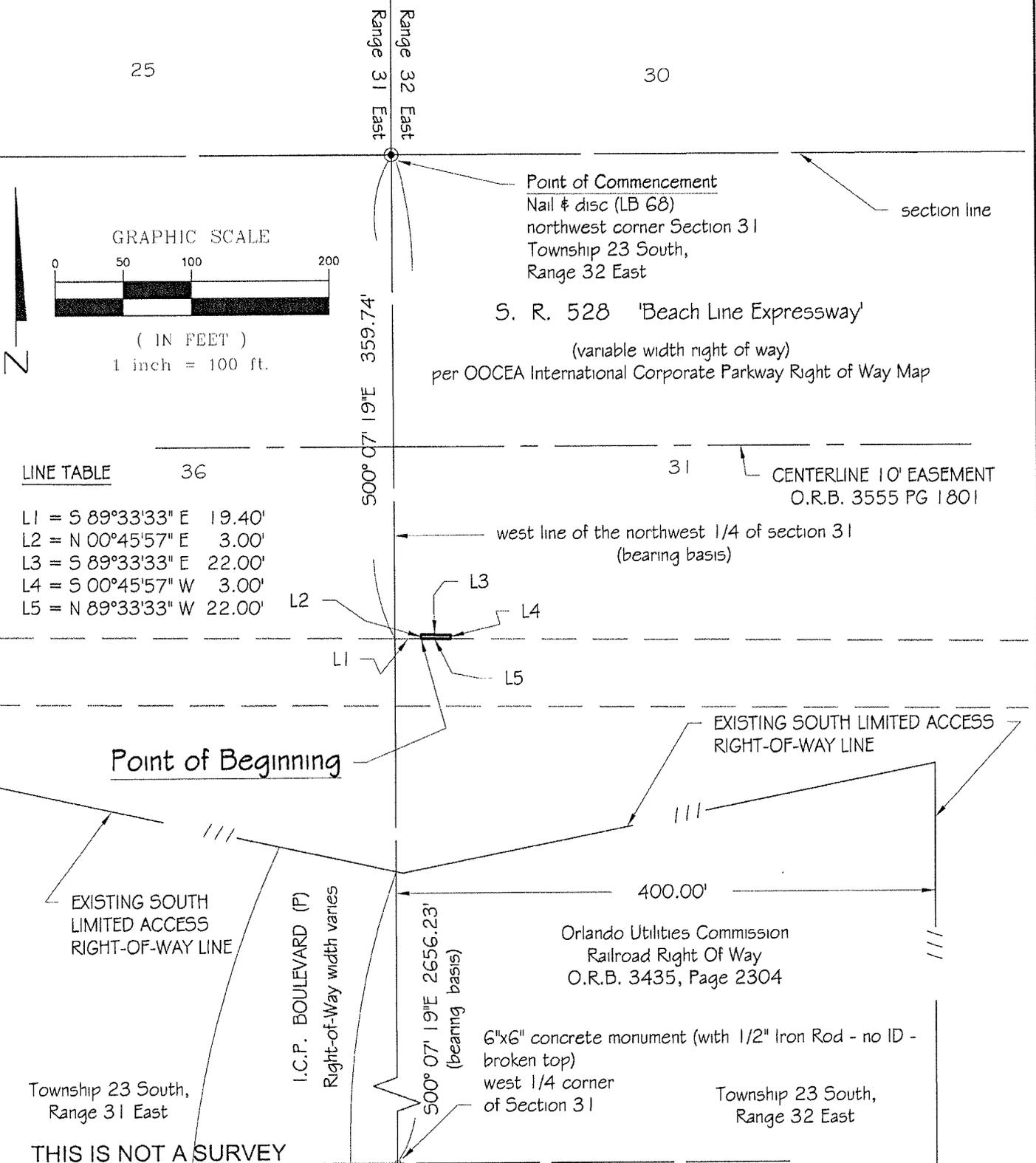
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		 LEGAL DESCRIPTION and SKETCH Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932	SHEET 1 OF 2					
DESIGNED BY: HNTB	DATE: 11/24/2015		<table border="1"> <tr> <th colspan="2">REVISIONS</th> </tr> <tr> <th>DATE</th> <th>BY</th> </tr> <tr> <td> </td> <td> </td> </tr> </table>	REVISIONS		DATE	BY	
REVISIONS								
DATE	BY							
DRAWN BY: PEW	AMEC JOB No.: 6374150865							
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240		<small>(DRAWING NAME: 0865 Bridge and Pier Parcel of ICP.dwg)</small>					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No. 528-1240
 PARCEL No. 988 Part A of S.R. 528 PARCELS (at ICP)
 PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
 ESTATE: BRIDGE and RETAINING WALL PERMANENT EASEMENT

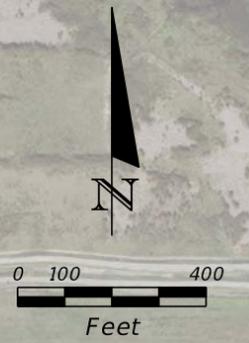


LINE TABLE

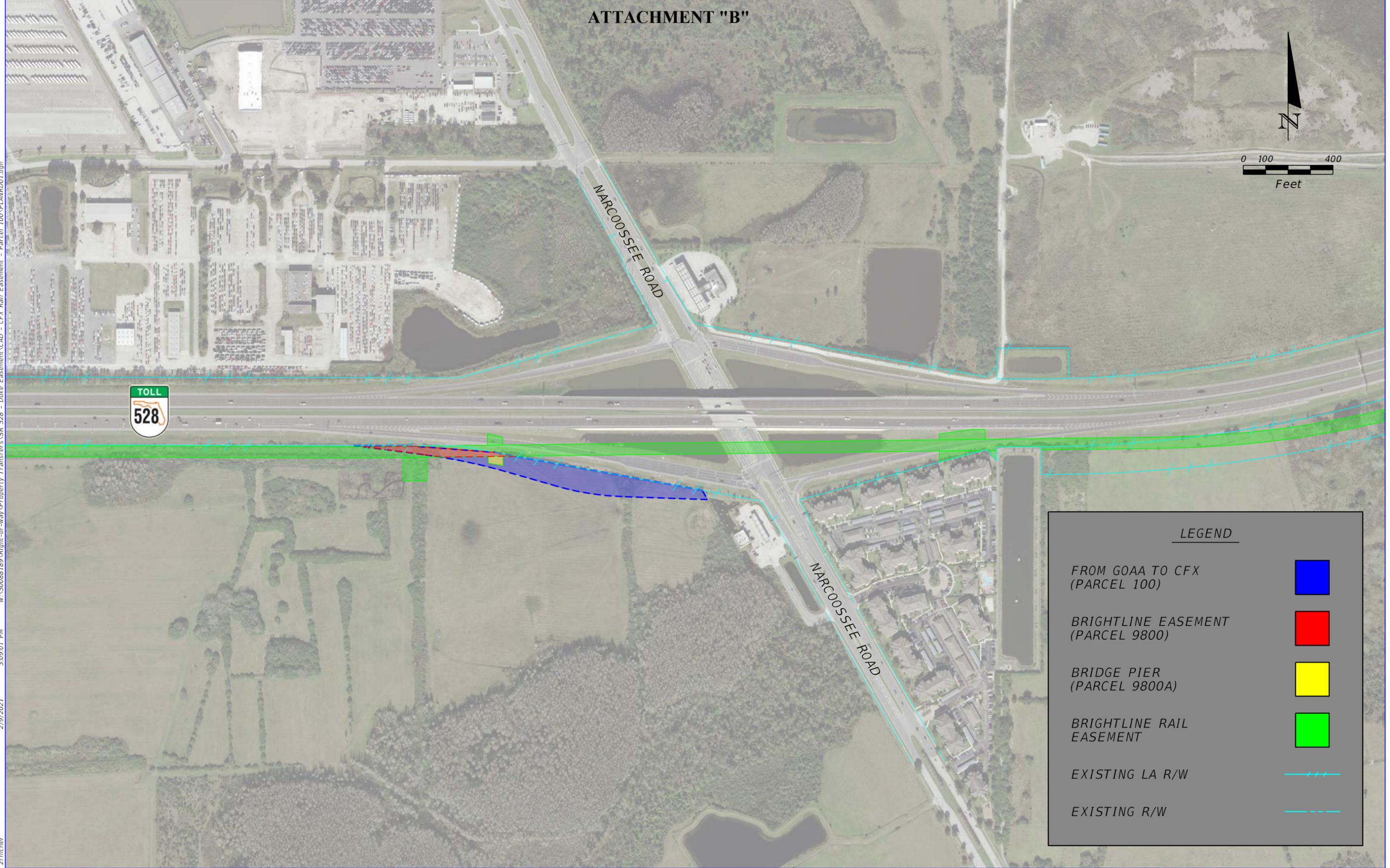
- L1 = S 89°33'33" E 19.40'
- L2 = N 00°45'57" E 3.00'
- L3 = S 89°33'33" E 22.00'
- L4 = S 00°45'57" W 3.00'
- L5 = N 89°33'33" W 22.00'

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2		
DESIGNED BY: HNTB	DATE: 11/24/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS		
DRAWN BY: PEW	AMEC JOB No.: 6374150865			DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240					

ATTACHMENT "B"



W:\50088189\Right-of-way\Property Transfers\SR 528 - Duke Easement\CAD - CFX Rail Easement - Parcel 100\PLA\RD01.dgn 3:09:01 PM 2/9/2021 zfincher

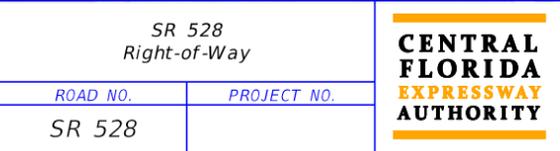


LEGEND

- FROM GOAA TO CFX (PARCEL 100)
- BRIGHTLINE EASEMENT (PARCEL 9800)
- BRIDGE PIER (PARCEL 9800A)
- BRIGHTLINE RAIL EASEMENT
- EXISTING LA R/W
- EXISTING R/W

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

SR 528 Right-of-Way
ROAD NO. PROJECT NO.
SR 528



CFX RAIL EASEMENT
PARCEL 100

SHEET NO.
1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

ATTACHMENT "C"

Prepared by/Return to:

Kolleen Cobb, Esq.
700 NW 1st Avenue, Suite 1620
Miami, Florida 33136

**AMENDMENT TO CENTRAL FLORIDA EXPRESSWAY AUTHORITY
RAIL LINE EASEMENT OF EXISTING AUTHORITY PROPERTY**

THIS AMENDMENT TO RAIL LINE EASEMENT OF EXISTING AUTHORITY PROPERTY (this "Amendment") is made effective as of _____, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and politic existing pursuant to Chapter 348, Florida Statutes (the "Authority") and BRIGHTLINE TRAINS FLORIDA LLC, a Delaware limited liability company (f/k/a Virgin Trains USA Florida LLC, f/k/a Brightline Trains LLC, f/k/a All Aboard Florida – Operations LLC) ("Brightline" or "AAF" and collectively with the Authority referred to as the "Parties").

RECITALS

WHEREAS, the Authority and Brightline entered into that certain Rail Line Easement of Existing Authority Property with an effective date as of December 16, 2015, and recorded on December 18, 2015 as Document # 20150654568, Book 11029, Page 9231, of the Public Records of Orange County, Florida (the "Easement" or "Agreement"); and

WHEREAS, the Authority and Brightline desire to make certain amendments to the Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and incorporated herein by this reference.
2. **Defined Terms**. Any capitalized terms used in this Amendment, but which are not defined herein, shall have the meanings attributed to those terms in the Agreement.
3. **Overall Property**. The Parties agree to add to the Overall Property (as defined in the Agreement) the real property described in Exhibit "A-1" attached to this Amendment and made a part hereof; therefore, the Parties agree that Exhibit "A-1" to this Amendment is hereby added to and made a part of Exhibit "A" attached to the Agreement.
4. **Property**. The Parties agree to add to the Property (as defined in the Agreement) the real property described in Exhibit "B-1" attached to this Amendment and made a part hereof; therefore, the Parties agree that Exhibit "B-1" to this Amendment is hereby added to and made a part of Composite Exhibit "B" attached to the Agreement.

5. Bridge Piers and Retaining Wall Areas. The Parties agree to add to the Bridge Piers and Retaining Wall Areas (as defined in the Agreement) the real property described in Exhibit “H-1” attached to this Amendment and made a part hereof; therefore, the Parties agree that Exhibit “H-1” to this Amendment is hereby added to and made a part of Composite Exhibit “H” attached to the Agreement.

6. Authority. The Authority and Brightline affirm and covenant that each has the authority to enter this Amendment, to abide by the terms hereof, and that the signatories hereto are authorized representatives of their respective entities empowered by their respective entities to execute this Amendment.

7. Provisions of Amendment Control. To the extent the provisions of this Amendment are inconsistent with the Agreement, the terms of this Amendment shall control.

8. Force and Effect. Except as expressly amended or modified herein, all other terms, covenants and conditions of the Agreement shall remain in full force and effect.

9. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

10. Recording. This Amendment may be recorded in any public records.

11. Counterparts and Digital Signatures. This Amendment may be executed in any number of counterparts and by the separate Parties hereto in separate counterparts, including by electronic or digital signatures in compliance with Chapter 668, each of which when taken together shall be deemed to be one and the same instrument.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment the day and year first above written.

AUTHORITY:

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

Witnesses:

Print Name:_____

Print Name:_____

By: _____
Buddy Dyer, Chairman

ATTEST: _____
Regla ("Mimi") Lamaute
Board Services Coordinator

Approved as to form and legality by legal
counsel to the Central Florida Expressway
Authority on this ____ day of _____,
20 __ for its exclusive use and reliance.

By: _____
Diego "Woody" Rodriguez
General Counsel

State of Florida
County of Orange

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization, this _____ day of _____, 2021, by Buddy Dyer, as Chairman of the Central
Florida Expressway Authority, a body corporate and politic existing pursuant to Chapter 38, Florida
Statutes.

(Seal) _____

(Signature of Notary)

(Printed, Typed, or Stamped Name of Notary)

[] Personally Known OR

[] Produced Identification

Type of Identification* _____

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment the day and year first above written.

BRIGHTLINE:

BRIGHTLINE TRAINS FLORIDA LLC

Witnesses:

Print Name:_____

Print Name:_____

By: _____
Name: _____
Title: _____

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ as _____ for Brightline Trains Florida LLC, a Delaware limited liability company.

(Seal) _____
(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

[] Personally Known OR
[] Produced Identification
Type of Identification* _____

EXHIBIT A-1

[See attached description added to Overall 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 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.

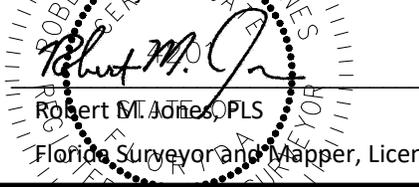
Surveyors Notes

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
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- ∩ = 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

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 54-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes, subject to notes and notations shown hereon.


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

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2			
DESIGNED BY: HNTB	DATE: 11/24/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS			
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY		
APPROVED BY: RMJ							
				DRAWING NAME: CFX of GOAA-r2 3-24.dwg			

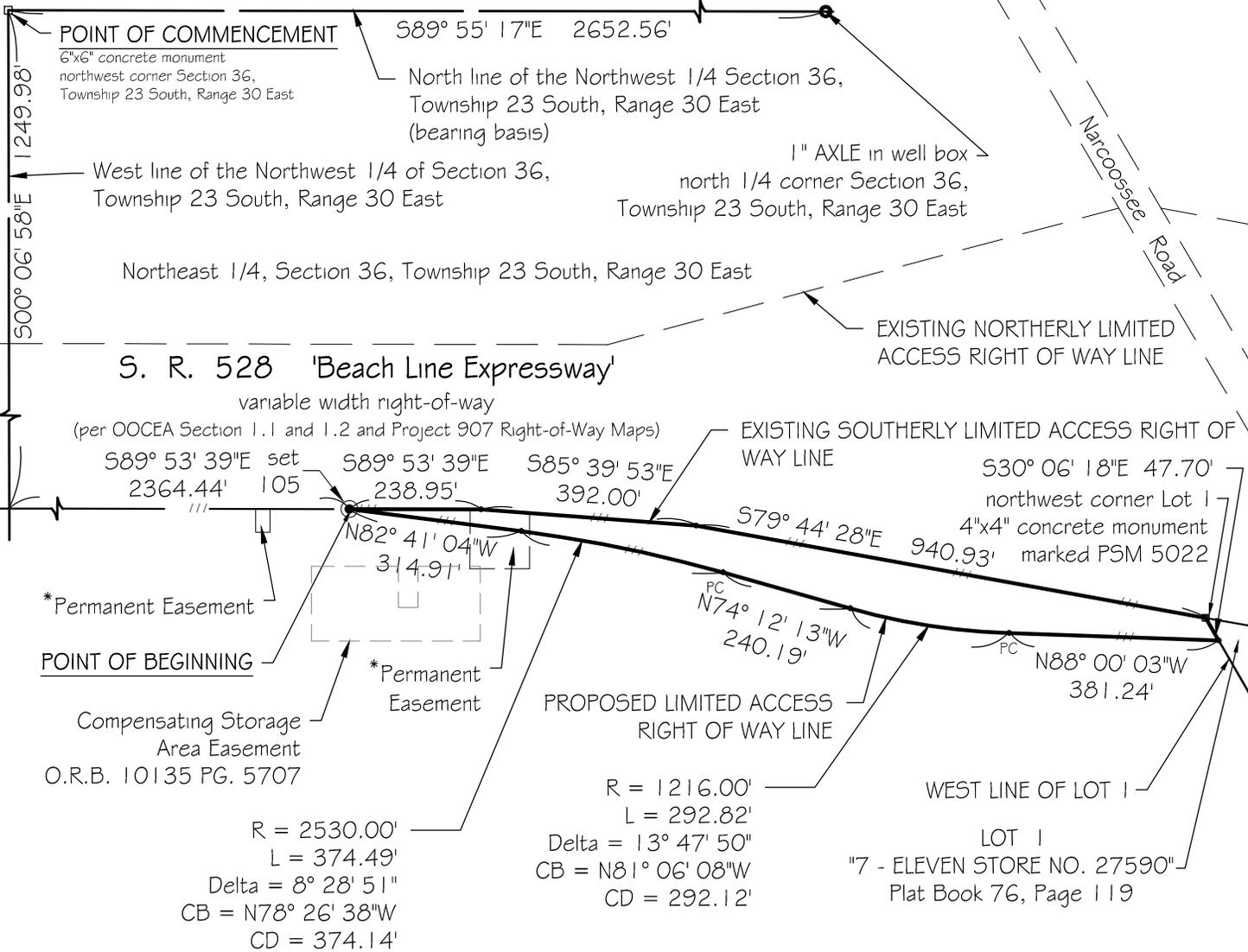
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528**

PROJECT No.: 528-1240

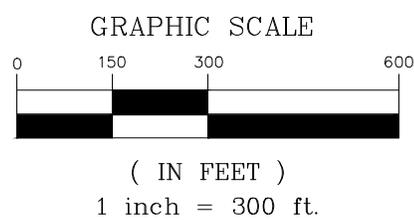
PARCEL No.: 100

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE



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



THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH 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				

DRAWING NAME: CFX of GOAA-r2 3-24.dwg

EXHIBIT B-1

[See attached description added to Property]

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 9800 of S.R. 528 Parcels (at Narcoossee Road)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT 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 6"x6" concrete monument (no identification) marking the northeast corner of Section 36, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°15'33" West, along the east line of the northeast 1/4 of said Section 36, a distance of 1216.19 feet; thence run South 89°18'55" West, a distance of 2602.99 feet to the existing southerly limited access right of way line of State Road 528 per Orlando Orange County Expressway Authority State Road 528/Narcoossee Road Interchange, Project 907 right-of-way map and the POINT OF BEGINNING; thence along said existing southerly limited access right of way, run South 85°39'53" East, a distance of 363.68 feet; thence run South 79°44'28" East, continuing along said existing southerly limited access right of way line, a distance of 95.75 feet; thence departing said existing southerly limited access right of way line, run South 89°18'55" West, a distance of 335.10 feet to a point on the proposed limited access right of way line of State Road 528 and Orlando International Airport boundary line, said point lying on a non-tangent curve concave to the south; thence westerly along said curve and said proposed limited access right of way line and boundary line, having a radius of 2530.00 feet, a central angle of 01°45'11", a chord length of 77.41 feet bearing North 81°48'28" West, an arc distance of 77.41 feet; thence North 82°41'04" West, along said proposed limited access right of way line and boundary line, a distance of 273.43 feet; thence departing said proposed limited access right of way line and boundary line, run North 89°18'55" East, a distance of 226.05 feet to the POINT OF BEGINNING.

Containing 15,649 square feet or 0.36 acres, more or less.

Surveyors Notes

1. This Legal Description and Sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
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. The location and configuration of the lands described and depicted hereon were provided by the client.
4. 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 36, Township 23 South, Range 30 East as being South 00° 15' 33" West. The average combined scale factor is 0.999945.
5. The location of the right-of-way lines of interest is based on the follow right-of-way maps:
Orlando Orange County Expressway Authority State Road 528 / Narcoossee Road Interchange, Project No. 907.
6. This legal description and sketch may have been reduced in size by reproduction.
7. 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.

LEGEND:

- (C) = Calculated
- (D) = Deed
- (M) = Measured
- (P) = Plat
- O.R.B.= Official Records Book
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- L = Length of curve (arc distance)
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- Delta = central angle
- CB = Chord Bearing
- ID = Identification
- |— = Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central Florida Expressway Authority
- R/W = Right-of-Way
- ⊕ = Centerline
- ||— = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Express Way 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.

Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

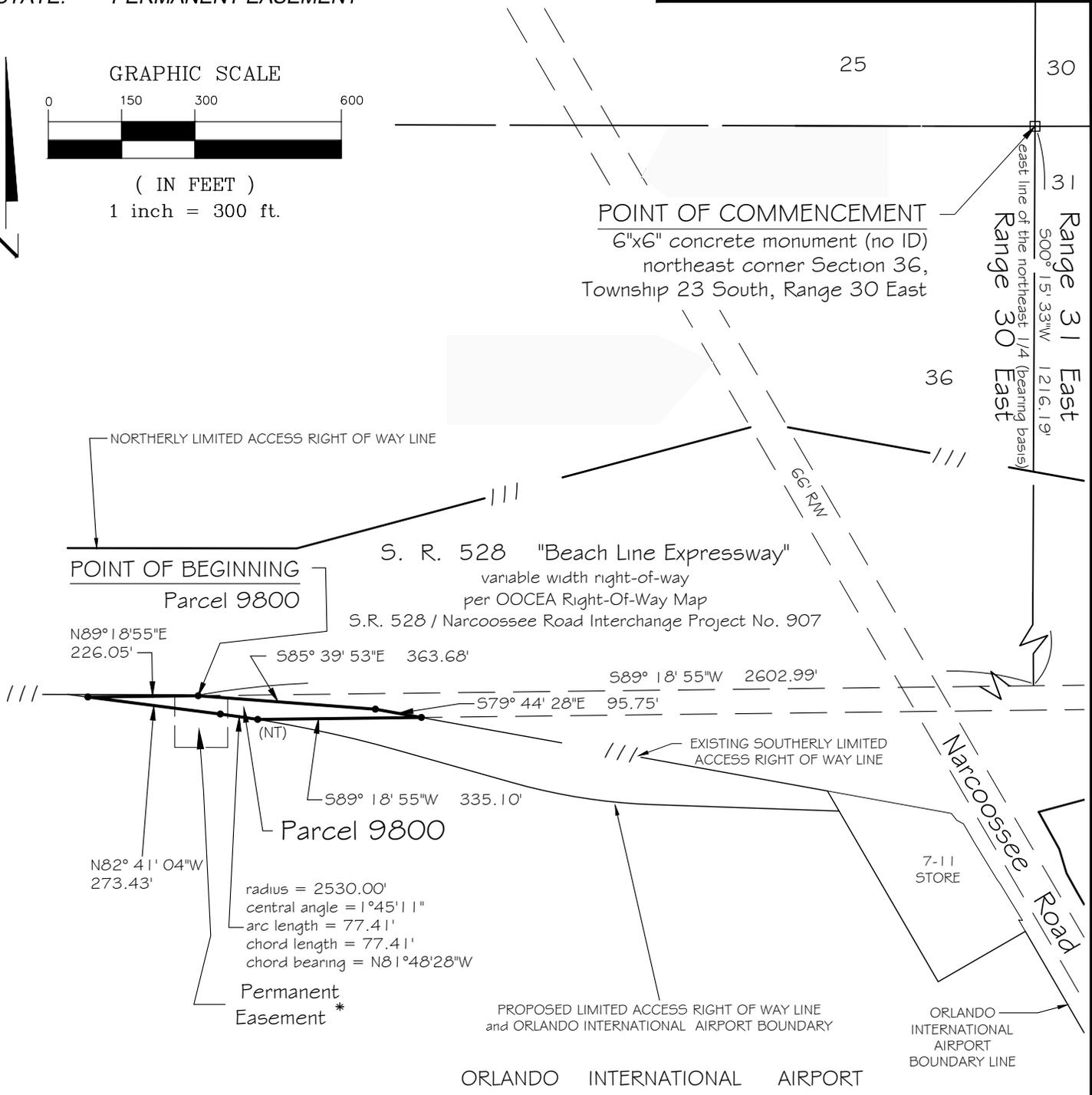
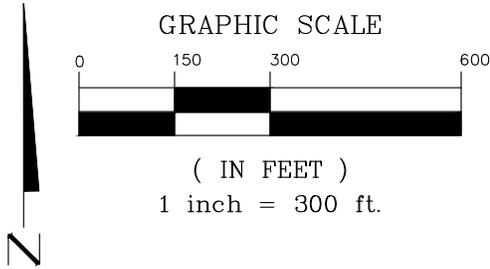
2/15/2021 revised description to address CFX comments

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		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.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			2 / 15 / 2021	TW
				DRAWING NAME: Narcoossee Road Surplus Parcel 9805.dwg	

P:\6374\2013\6374150865-AAF-Entm within CFX Parcel 100\Narcoossee Road Surplus Parcel 9805.dwg

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 9800 of S.R. 528 Parcels (at Narcoossee Road)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: PERMANENT EASEMENT



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

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 11/24/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			2 / 15 / 2021	TW
				DRAWING NAME: Narcoossee Road Surplus Parcel 985.dwg	

P:\6374\2013\6374150865-AAF-Easmt-within-CFX-Parcel 100\Narcoossee Road Surplus Parcel 985.dwg

EXHIBIT H-1

[See attached description added to Bridge Piers and Retaining Wall]

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 9800 Part A of S.R. 528 Parcels (at Narcoossee Road)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: BRIDGE and RETAINING WALL PERMANENT EASEMENT**

Parcel 9800 Part A:

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 6"x6" concrete monument (no identification) marking the northeast corner of Section 36, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°15'33" West, along the east line of the northeast 1/4 of said Section 36, a distance of 1216.19 feet; thence run South 89°18'55" West, a distance of 2204.16 feet; thence run South 00°41'05" East, a distance of 50.17 feet to the POINT OF BEGINNING; thence continue South 00°41'05" East, a distance of 41.08 feet; thence run North 80°57'01" West, a distance of 66.95 feet; thence run North 00°41'05" West, a distance of 29.76 feet; thence run North 89°18'55" East, a distance of 65.99 feet to the POINT OF BEGINNING.

Containing 2,337 square feet or 0.05 acres, more or less.

Surveyors Notes

1. This Legal Description and Sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
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. The location and configuration of the lands described and depicted hereon were provided by the client.
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5. The location of the right-of-way lines of interest is based on the follow right-of-way maps:

Orlando Orange County Expressway Authority State Road 528 / Narcoossee Road Interchange, Project 907.

6. This legal description and sketch may have been reduced in size by reproduction.

7. A commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539A-1-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

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

Robert M. Jones
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

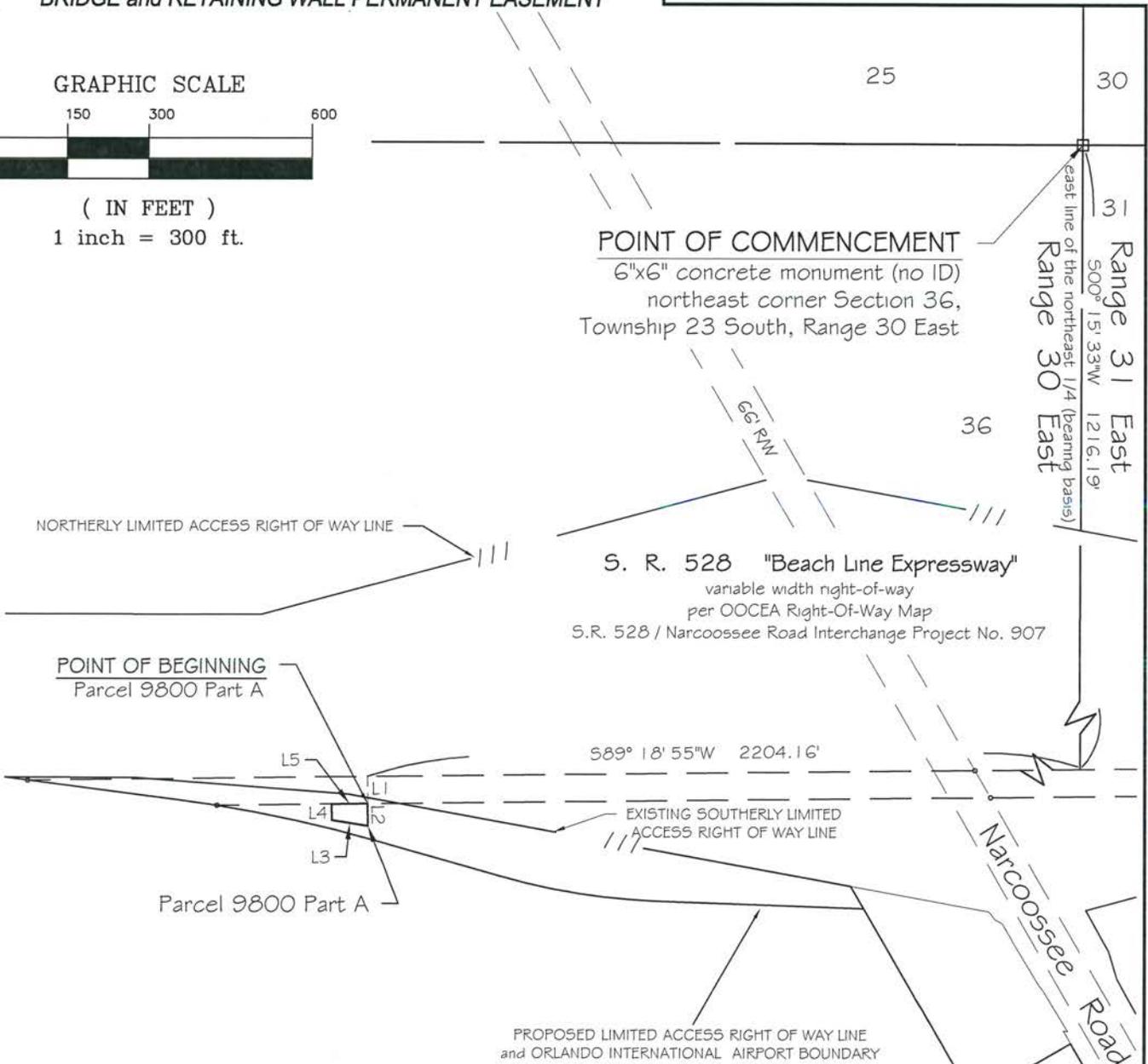
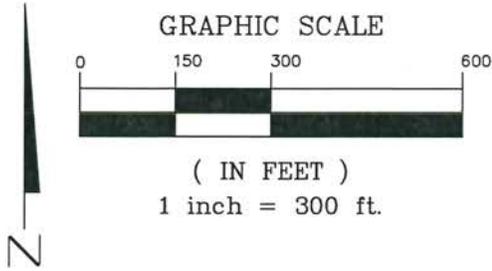
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- S.R. = State Road
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- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- AAF = All Aboard Florida
- OOCEA = Orlando Orange County Expressway Authority
- No. = Number

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 12/14/2015	 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.: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240			/ /	/ /
DRAWING NAME: 0865 Bridge and pier parcels of Narcoossee Road.dwg					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 9800 Part A of S.R. 528 Parcels (at Narcoossee Road)
PURPOSE: ALL ABOARD FLORIDA RAIL CORRIDOR
ESTATE: BRIDGE and RETAINING WALL PERMANENT EASEMENT



LINE TABLE:

L1	=	500° 41' 05"E	50.17'
L2	=	500° 41' 05"E	41.08'
L3	=	N80° 57' 01"W	66.95'
L4	=	N00° 41' 05"W	29.76'
L5	=	N89° 18' 55"E	65.99'

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 12/14/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570	REVISIONS		
DRAWN BY: PEW	AMEC JOB No.: 6374150865		DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240				
			Certificate of Authorization Number LB-0007932		

DRAWING NAME: 0865 Bridge and pier parcels of Narcoossee Road.dwg

ATTACHMENT "D"



Dewberry Engineers Inc. | 407.843.5120
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803 | www.dewberry.com

February 17, 2021

Mr. Glenn Pressimone, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

**RE: BRIGHTLINE TRAINS FLORIDA, LLC, f/k/a VIRGIN TRAINS USA
FLORIDA, LLC, f/k/a BRIGHTLINE TRAINS, LLC, f/k/a ALL ABOARD
FLORIDA – OPERATIONS LLC**
Project: 528-1240
CFX Parcel: Portions of 100

Dear Mr. Pressimone:

On behalf of Dewberry Engineers, Inc., as Consulting Engineer (the “Consulting Engineer”) to the Central Florida Expressway Authority (“CFX”) does here by certify as follows:

1. We have reviewed the Amendment to the existing CFX Rail Easement, dated December 16, 2015. Subsequently CFX acquired additional real property and identify it as Parcel 100. A portion (parcel 9800) of which is identified in Exhibit A, attached. This Amendment to the Rail Easement is for the installation of bridge piers and retaining wall area as defined in the agreement. In our opinion, based upon the foregoing, we certify that this Agreement would not (1) impede or restrict the operation of the Expressway System; (2) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System; or (3) otherwise impair traffic operations or public safety.
2. Furthermore, this certificate is being provided by the Consulting Engineer to CFX **solely for the purposes of complying with Section 5.4 of CFX’s Amended and Restated Master Bond Resolution and the requirements set forth in CFX’s Manual** and may not be relied on by any other person or party for any other purpose.

Sincerely,

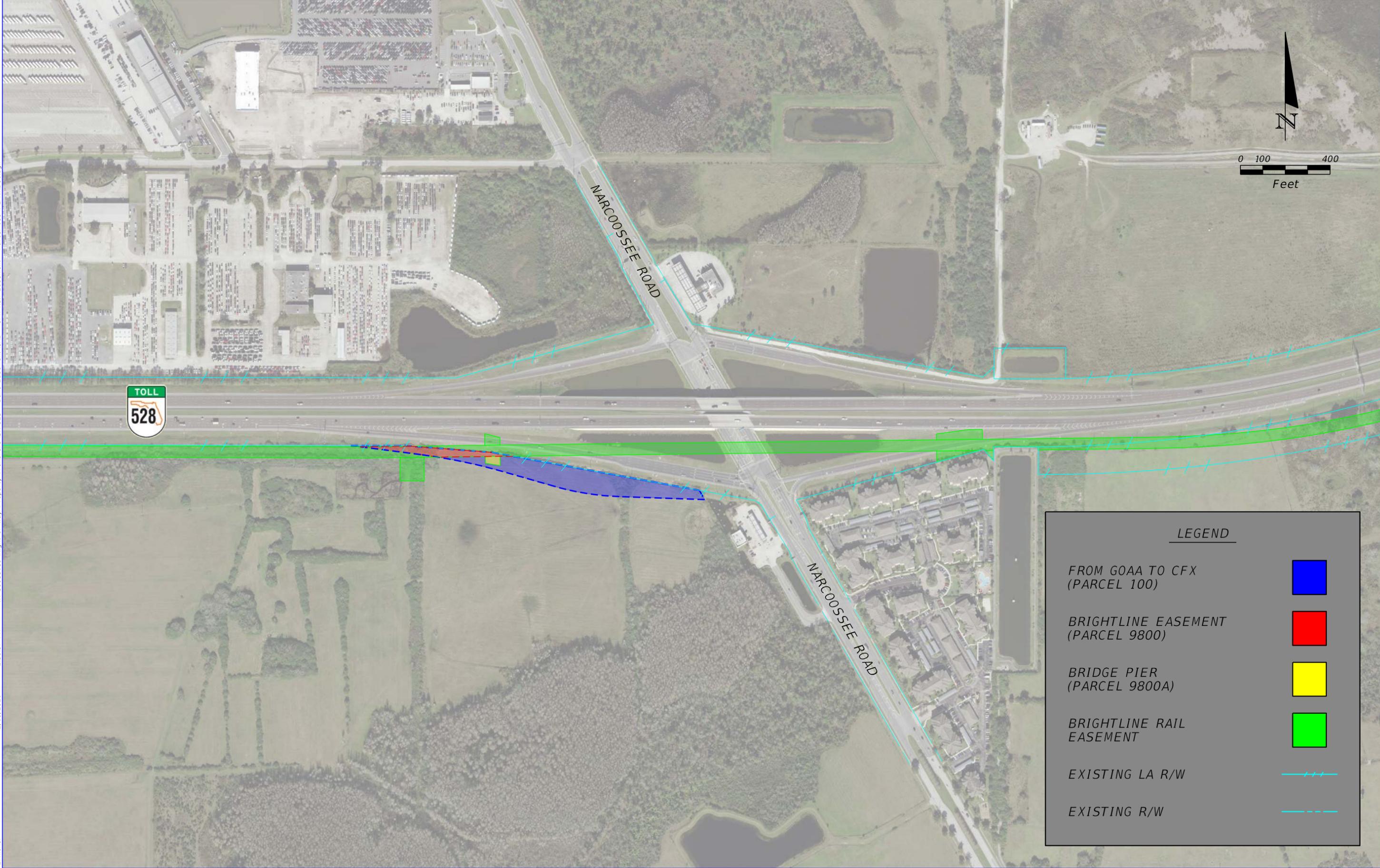
A handwritten signature in blue ink that reads "R. Keith Jackson".

R. Keith Jackson, P.E.
Program Manager

Attachments

cc: Laura N Kelly, Esq. CFX (w/ enc.)

W:\50088189\Right-of-way\Property Transfers\SR 528 - Duke Easement\CAD - CFX Rail Easement - Parcel 100\PLA\RD01.dgn
 2/16/2021 2:56:57 PM zfincher



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

--

SR 528 Right-of-Way	
ROAD NO.	PROJECT NO.
SR 528	



CFX RAIL EASEMENT PARCEL 100

SHEET NO.
1