



Interoffice Memorandum

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Terry Devitt, Deputy Director, OCCC
Contact: (407) 685-9867

DATE: September 19, 2022

RE: **Consent Agenda Item – October 11, 2022**
Transit Station License Agreements

A handwritten signature in black ink, appearing to be "Terry Devitt", written over the "FROM:" field.

The Destination Parkway Superstop, constructed by Orange County and opened in the summer of 2008, is located on Orange County Convention Center (OCCC) property, and serves as a transfer point for LYNX ridership, private carriers serving OCCC staff, convention attendees, and contractors working at the OCCC, as well as a shift change point for the I-Ride Trolley operated by the International Drive Master Transit Improvement District (I-Drive MTID).

Over the years, use of the Superstop by private carriers has been defined and regulated through various procurement related contracts between Orange County and those private carriers for OCCC purposes. However, there have never been formal use agreements in place between Orange County, the Central Florida Regional Transportation Authority (LYNX), or the I-Drive MTID. While governance of both LYNX and the I-Drive MTID is comprised of at least some Orange County Government membership, all parties agreed that it would be prudent to enter into formal license agreements to outline allowable uses of the Superstop, maintenance responsibilities, and insurance requirements, amongst other items.

OCCC staff, in conjunction with staff from the County Attorney's Office, developed and negotiated the Transit License Agreements between Orange County and LYNX and Orange County and the I-Drive MTID for use of the Destination Parkway Superstop. All parties are agreeable to the terms contained in their respective agreements.

ACTION REQUESTED: Approval and execution of Transit Station License Agreement LYNX Agreement number A-55 by and between Orange County and the Central Florida Regional Transportation Authority, d/b/a LYNX and Transit Station License Agreement (Destination Parkway Intermodal Center) by and between Orange County and the International Drive Master Transit and Improvement District.

C: Byron W. Brooks, AICP, County Administrator
Jeffrey J. Newton, County Attorney
David Berman, Assistant County Attorney
Mark Tester, Executive Director, OCCC
Ray Walls, Deputy Director, OCCC

BCC Mtg. Date: October 11, 2022

TRANSIT STATION LICENSE AGREEMENT

LYNX AGREEMENT NUMBER A-55

THIS TRANSIT STATION LICENSE AGREEMENT (this "Agreement") is entered into as of this 11th day of October, 2022, by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393 ("Licensor"), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, d/b/a **LYNX**, a body politic and corporate, created by Part II, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida 32801 ("Licensee").

WITNESSTH

WHEREAS, Licensee operates a public transit system that transports the public throughout the Central Florida area; and

WHEREAS, it is critical to the success of the public transit system that passengers have safe and convenient locations to wait for and to board Licensee vehicles; and

WHEREAS, it is beneficial to Licensor and their officials, employees, agents and guests, as well as to commerce throughout the International Drive corridor, that vehicles operated by Licensee pick-up and drop-off passengers at a transit site located on its property described herein; and

WHEREAS, the parties agree that it is in their mutual best interests to place a transportation facility at the Destination Parkway Intermodal Center for use as a transit station for Licensee vehicles, which will provide facilities for the embarking and disembarking of passengers to and from Licensee vehicles that are safe, convenient, accessible and comfortable for passengers on Licensee vehicles.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, Licensor and Licensee hereby agree as follows:

Section 1 - Grant of License. Licensor hereby grants Licensee a license (the "License") to enter upon a certain parcel of real property located in Orange County, Florida, more particularly described and delineated in the attached Exhibit "A" and made a part hereof (the "Transit Site") for the sole and limited purpose of providing transit service, initially bus pull out bays A-E as indicated on Exhibit "B" attached hereto and incorporated herein by reference, subject to all of the terms and conditions provided for herein. Licensor agrees Licensee and passengers of Licensee vehicles may use facilities on the Transit Sites consisting of one or more trash receptacles, benches, signs, passenger waiting shelters, and such other items as may be mutually agreed upon by the parties (collectively, the "Transit Stations").

Section 2 - Ownership of Transit Site and Transit Stations. Licensor shall retain ownership of the Transit Site and Transit Stations while granting Licensee access, use, and maintenance responsibilities as described in this Agreement.

Section 3 - Term. This Agreement shall commence on the date first written above for a term of ten (10) years (the "Term") and shall, subject to the right of termination hereinafter set forth, automatically renew thereafter on a five-year (5) basis. Notwithstanding the foregoing sentence for the term of this Agreement, this Agreement may be terminated by either party hereto by giving ninety (90) days notice to the other party, and, in such case, this Agreement shall terminate at the end of said ninety (90) days.

Section 4 - Maintenance and Damage to the Transit Stations. Licensee shall be responsible for day-to-day normal and customary maintenance of the Transit Stations, including without limitation, washing the Transit Stations from time to time and picking up trash on the Transit Stations on a regular basis, including paint and graffiti removal. Licensee shall be responsible for repair of any damage to the Transit Stations or Transit Site caused by Licensee, its agents or passengers of Licensee vehicles. Additionally, Licensee shall be responsible for the replacement of any fixtures or equipment comprising the Transit Stations. Such replacements shall be done according to the Licensee's normal replacement schedules or as required due to damage or normal wear and tear.

Section 5 - Insurance and Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, each party acknowledges it will maintain commercial insurance or will be self-insured for General Liability and Automobile Liability with coverage limits as set forth in Section 768.28, Florida Statutes. Each party agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with chapter 440, Florida Statutes.

Upon request each party shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the other party agrees to find acceptable for the coverage mentioned above. Either party's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve either party of its liability and obligations under this agreement.

Each party shall require all contractors performing work at the Transit Station to procure and maintain workers' compensation, commercial general liability, business auto liability and contractor's pollution liability coverage. Each party shall be listed as an additional insured on all general liability policies of those contractors performing work at the Transit Stations.

Section 6 - Sovereign Immunity. The parties are aware and understand that the Licensee is a governmental body created by the Florida Legislature and, as such, is entitled to the benefit of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall be deemed to be a waiver by the Licensee of any of its rights under said sovereign immunity.

Section 7 - Advertising. Licensee may place or permit placement of any advertising materials or public notices similar to those customarily placed on or in transit stations within the Licensee system on the exterior or interior of the Transit Stations. Licensee shall have the right to retain all amounts generated by such advertising. Licensor shall have the right to require Licensee to remove from any Transit Station, any advertising which is deemed offensive, controversial, or slanderous in Licensor's sole discretion.

Section 8 - Security. Licensee shall not be responsible for providing security for the Transit Site or for any persons using the Transit Stations.

Section 9 - No Partnership. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

Section 10 - Warranties and Representations. Licensor does hereby represent and warrant to Licensee that as of the date of this Agreement to the best of Licensor's knowledge:

- (a) Licensor has title to the Transit Site, and the legal description attached hereto is correct and accurate.
- (b) There are no encumbrances on the Transit Sites that could adversely affect the License or the Transit Station.

Section 11 - Notices. Any notice, request, demand, approval, consent or other communication which Licensor or Licensee may be required or permitted to give to the other party shall be in writing and shall be mailed or hand delivered to the other party at the addresses set forth below:

If to Licensor:

Orange County BCC
Attn: Manager
P.O. Box 1393
Orlando, Florida 32802-1393

With a copy to: Orange County Convention Center
Attn: Manager
4200 South John Young Parkway
Orlando, Florida 32839-9205

If to Licensee: LYNX
Chief of Administration
455 North Garland Avenue
Orlando, Florida 32801-1518

or to such other address as either party shall have designated by notice to the other pursuant to this paragraph. The time of the rendition of such notice shall be one of the following: (i) two (2) days after same is deposited in an official United States Post Office with postage prepaid, and with certified or registered mail, return receipt requested; (ii) the date of when same is hand delivered; or (iii) the date delivered by overnight courier with confirmation of delivery required.

Section 12 - Authorization. Each of Licensor and Licensee hereby represent and warrant to the other that as of the date of this Agreement, the undersigned is duly authorized to execute this Agreement on behalf of Licensor or Licensee, respectively.

Section 13 - Modification. No modification of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement. For this purpose, the Orange County Administrator or designee thereof is authorized to execute said instrument(s) so long as:

- (a) The modification(s) or amendment(s) are determined by the Orange County Convention Center Manager to be in line with the purpose and intent of this Agreement; and
- (b) The Orange County Risk Management Division reviews and approves the modification(s) or amendment(s) without requiring a change in the insurance, liability, or indemnification provisions of this Agreement.

Section 14 - Emergencies. If an emergency situation arises with respect to the Transit Site where the Transit Site or any condition thereof presents an imminent threat to the health, safety or welfare of persons or property, Licensee shall make reasonable efforts to provide telephone notice to the Licensor's Contact Person. If allowing the emergency situation to continue would pose an imminent threat to health, safety or welfare of persons or property, Licensee may undertake such limited actions as are necessary to eliminate the emergency. For the purposes of this Paragraph, Licensor's Contact Person shall be: **Isaih White**; 9800 International Drive, Orlando, FL 32819; telephone number: **(321) 231-4821**; e-mail address: **Isaih.White@occc.net**. In the event the Licensor's Contact Person or any other information pertaining to the Licensor's Contact Person changes, such change shall be provided to the Licensee's Contract Administrator.

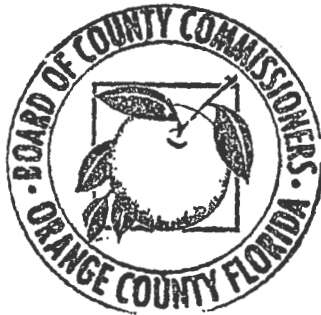
Section 15 - Choice of Law; Venue. This Agreement and the provisions contained herein shall be construed, controlled and interpreted in accordance with the laws of the State of Florida. Venue for any dispute arising as a result of this Agreement shall be Orange County, Florida.

Section 16 - Attorneys Fees. In connection with any legal proceedings arising out of this Agreement, each party shall bear their own costs, expenses, attorney and paralegal fees, including without limitation, those incurred at trial and in any administrative, arbitration, mediation, bankruptcy or appellate proceedings.

Section 17 - Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining provisions.

Section 18 - Recording. Within ten (10) days of full execution hereof, Licensee shall, at the expense of the Licensee, record this Transit Station License Agreement in the Public Records of Orange County and a recorded copy thereof shall be filed with the Licensee's Senior Staff Attorney and the Office of the Chief Executive Officer, or designee.

AGREED TO by the parties hereto as of the date first above written.



"LICENSOR"
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: OCT 1 1 2022

ATTEST: Phil Diamond, CPA, Comptroller
As Clerk of the Board of County
Commissioners

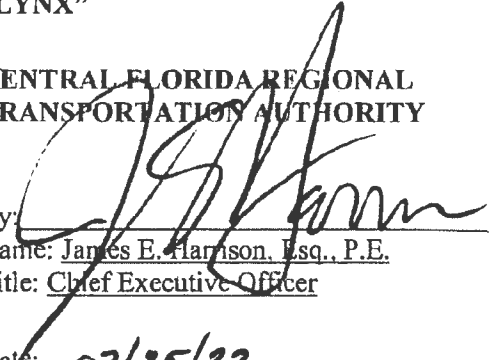
Katiednick

By: Deputy Clerk

Date: OCT 1 1 2022

“LYNX”

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: 
Name: James E. Harrison, Esq., P.E.
Title: Chief Executive Officer

Date: 07/25/22

Reviewed as to Form:

This Contract has been reviewed as to form
by LYNX Senior In-House Counsel. This
confirmation is not to be relied upon by any
person other than LYNX or for any other purpose.

By: 
Name: Carrie L. Sarver, Esq., B.C.S.

Title: Senior In-House Counsel

Date: 7/25/22

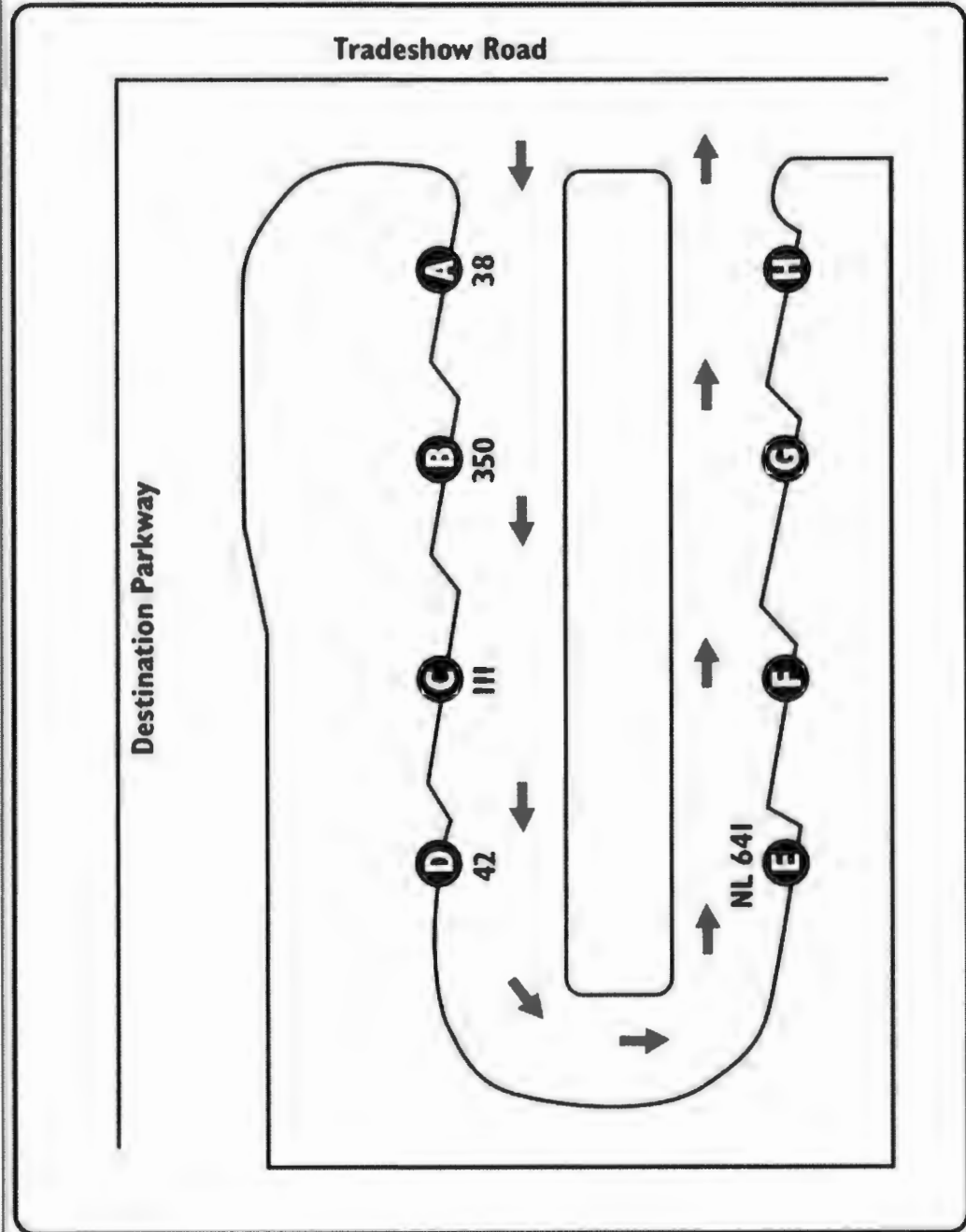
EXHIBIT A



Bounded area above located within property with the following legal description:

PLAZA INTERNATIONAL UNIT 12 29/13 LOT 4 (LESS W 27.35 FT THEREOF)
& LOTS 5 THROUGH 8 SEE 4666/1881 (SUBJ TO R/W RESERVATION PER
6689/3842) & (LESS R/W ON THE NORTH PER 9734/8278)

Exhibit B



BCC Mtg. Date: October 11, 2022

**TRANSIT STATION LICENSE AGREEMENT
(Destination Parkway Intermodal Center)**

This **LICENSE AGREEMENT** (this "Agreement") is entered into as of this 11th day of October, 2022, by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, ("Licensor") and the **INTERNATIONAL DRIVE MASTER TRANSIT AND IMPROVEMENT DISTRICT**, an independent special district created pursuant to Orange County Ordinance No. 92-37, as amended from time to time (the "District" or "Licensee").

RECITALS

WHEREAS, the District was created for the purpose of, among other things, planning, designing, acquiring, constructing, operating and maintaining public transit systems, facilities and services within the District, the boundaries of which encompass portions of the City of Orlando and the unincorporated area of the Orange County, Florida (the "County"); and

WHEREAS, the Licensee provides public transportation trolley service within the boundaries of the District by a private operator (the "Trolley Service"); and

WHEREAS, the delivery of the Trolley Service by and through the District improves mobility for residents and visitors of the County; and

WHEREAS, it is critical to the success of the Trolley Service that drivers involved with the Trolley Service (the "Trolley Service Drivers") have safe and convenient locations to change shifts; and

WHEREAS, it is beneficial to Licensor and their officials, employees, agents, and passengers, as well as to commerce throughout the International Drive corridor, that vehicles involved with the Trolley Service (the "Trolley Service Vehicles") utilize the hereinafter defined Transit Site for shift change operations; and

WHEREAS, the parties agree that it is in their mutual best interests to use a portion of the transportation facility at the Destination Parkway Intermodal Center for such shift change operations, which will provide facilities for the embarking and disembarking of the Trolley Service Drivers to and from the Trolley Service Vehicles that are safe, convenient, accessible and comfortable for the Trolley Service Drivers.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid to Licensor by Licensee and other good and valuable consideration, including, but not limited to, the mutual covenants and agreements of the parties, the receipt of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

Section 1 - Incorporation of Recitals. The above recitals are true and correct and are incorporated into and made a part hereof.

Section 2 - Grant of License. Licensor hereby grants Licensee along with the operator of the Trolley Service a license (the "License") to enter upon a certain parcel of real property located in the County, more particularly described and delineated by the site plans attached hereto as EXHIBITS A-1 and A-2 and made a part of this Agreement (the "Transit Site") for the sole and limited purpose of providing the Trolley Service. Licensor agrees Licensee may use facilities on the Transit Site consisting of: (a) three (3) designated bus pull out bays delineated by yellow circles in the site plan attached hereto as EXHIBIT A-1 (i.e., Bays F, G and H as depicted in EXHIBIT A-2), (b) two (2) staging areas designated by red rectangles in the site plan attached hereto as EXHIBIT A-1, and (c) such other items as may be mutually agreed upon by the parties (collectively, the "Transit Stations"), subject to all of the terms and conditions provided for in this Agreement.

Section 3 - Ownership of Transit Site and Transit Stations. Licensor shall retain ownership of the Transit Site and Transit Stations while granting Licensee access and use as described in this Agreement.

Section 4 - Term. This Agreement shall commence on the date first written above for a term of ten (10) years (the "Term") and shall, subject to the right of termination hereinafter set forth, automatically renew thereafter on a five-year basis. Notwithstanding the foregoing sentence for the term of this Agreement, this Agreement may be terminated by either party by giving ninety (90) calendar days' notice to the other party, and, in such case, this Agreement shall terminate at the end of said ninety (90) calendar days.

Section 5 - Damage to the Transit Stations. Licensee shall only be responsible for repair of any damage caused by Licensee, its agents, or passengers of the Trolley Service Vehicles to: (a) the Transit Stations and (b) the Transit Site, and any fixtures or equipment comprising the Transit Stations. Licensee shall not be responsible for any such repairs and/or replacements caused by any other party, including, but not limited to, the Licensor, any other licensee, agents of other licensees, or passengers of other licensee vehicles.

Section 6 - Insurance and Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained in this Agreement shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, each party acknowledges it will maintain commercial insurance or will be self-insured for General Liability and Automobile Liability with coverage limits as set forth in Section 768.28, Florida Statutes. Each party agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with chapter 440, Florida Statutes.

Upon request each party shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the other party agrees to find acceptable for the coverage mentioned above. Either party's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve either party of its liability and obligations under this Agreement.

Licensor shall require all contractors performing work at the Transit Stations to procure and maintain workers' compensation, commercial general liability, business auto liability and contractor's pollution liability coverage. Licensor and Licensee shall be listed as an additional insured on all general liability policies of those contractors performing work at the Transit Stations.

Section 7 - Sovereign Immunity. The parties are aware and understand that the parties are governmental bodies created by the Florida Legislature or Orange County Board of County Commissioners and, as such, are entitled to the benefit of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall be deemed to be a waiver by any party of any of its rights under said sovereign immunity.

Section 8 - Security. Licensee shall not be responsible for providing security for the Transit Site or for any persons using the Transit Stations.

Section 9 - No Partnership. Nothing contained in this Agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

Section 10 - Warranties and Representations. Licensor does hereby represent and warrant to Licensee that as of the date of this Agreement to the best of Licensor's knowledge:

(a) Licensor has title to the Transit Site, and the legal description attached hereto as EXHIBIT B is correct and accurate.

(b) There are no encumbrances on the Transit Site that could adversely affect the License or the Transit Stations.

Section 11 - Notices. Any notice, request, demand, approval, consent or other communication which Licensor or Licensee may be required or permitted to give to the other party shall be in writing and shall be mailed or hand delivered to the other party at the addresses set forth below:

If to Licensor: Orange County Board of County Commissioners
Attn: Manager
P.O. Box 1393
Orlando, Florida 32802-1393

With a copy to: Orange County Convention Center
Attn: Deputy Director, Fiscal & Operational Support
P.O. Box 691509
Orlando, Florida 32819-1509

If to Licensee: International Drive Master Transit and
Improvement District
Attn: Executive Director
7081 Grand National Drive, Suite 105
Orlando, Florida 32819

With a copy to: Greenberg Traurig, P.A.
Attn: Jean E. Wilson, Esq.
450 S. Orange Avenue, Suite 650
Orlando, Florida 32801

or to such other address as either party shall have designated by notice to the others pursuant to this paragraph. The time of the rendition of such notice shall be one of the following: (a) two (2) business days after same is deposited in an official United States Post Office with postage prepaid, and with certified or registered mail, return receipt requested; (b) the date of when same is hand delivered; or (c) the date delivered by overnight courier with confirmation of delivery required.

Section 12 - Authorization. Each of Licensor and Licensee hereby represent and warrant to the other that as of the date of this Agreement, the undersigned is duly authorized to execute this Agreement on behalf of Licensor or Licensee, respectively.

Section 13 - Emergencies. To the extent that Licensor or Licensee have actual knowledge of an emergency situation with respect to the Transit Site where the Transit Site or any condition thereof presents an imminent threat to the health, safety or welfare of persons or property, Licensor and Licensee shall make reasonable efforts to provide telephone notice to the other party. If allowing the emergency situation to continue would pose an imminent threat to health, safety or welfare of persons or property, Licensor and Licensee may undertake such limited actions as are necessary to eliminate the emergency.

For the purposes of this Section 13, "Licensor's Contact Person" shall be: Isiah White; address: 9800 International Drive, Orlando, Florida 32819; telephone number: (321) 231-4821; e-mail address: Isiah.White@occc.net. In the event the Licensor's Contact Person or any other information pertaining to the Licensor's Contact Person changes, such change shall be provided to the Licensee's Executive Director.

For the purposes of this Section 13, "Licensee's Contact Person" shall be the Executive Director listed in Section 11 of this Agreement.

Section 14 - Choice of Law; Venue. This Agreement and the provisions contained in this Agreement shall be construed, controlled and interpreted in accordance with the laws of the State of Florida. Venue for any dispute arising as a result of this Agreement shall be Orange County, Florida.

Section 15 - Attorney's Fees. In connection with any legal proceedings arising out of this Agreement, each party shall bear their own costs, expenses, attorney and paralegal fees, including without limitation, those incurred at trial and in any administrative, arbitration, mediation, bankruptcy or appellate proceedings.

Section 16 - Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining provisions.

Section 17 - Recording. Within ten (10) business days of full execution of this Agreement, Licensee shall, at the expense of the Licensee, record this Agreement in the Public Records of Orange County, Florida and a recorded copy thereof shall be filed with the Licensee's Executive Director.

Section 18 - No Third-Party Damages. In no event shall this Agreement confer upon any third person, corporation, or entity the right to damages against any party hereto.

Section 19 - Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written. No warranties, representations or other agreements exist between the parties in connection with the subject matter of this Agreement, except as specifically set forth herein.

Section 20 - Amendments and Waivers. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all parties thereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

Section 21 - Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

SIGNATURE PAGE TO
TRANSIT STATION LICENSE AGREEMENT

AGREED TO by the parties hereto as of the date first above written.

ORANGE COUNTY, FLORIDA
BOARD OF COUNTY
COMMISSIONERS

By: *Jerry L. Demings*

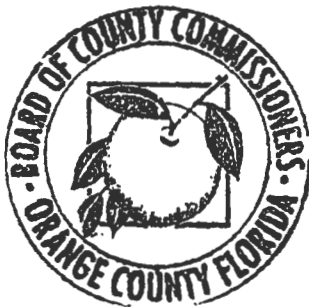
for Jerry L. Demings,
Orange County Mayor

Date: OCT 11 2022

ATTEST:

Katie Smith

for Phil Diamond, CPA
Orange County Comptroller, as Clerk of Board
of County Commissioners



SIGNATURE PAGE TO
TRANSIT STATION LICENSE AGREEMENT

AGREED TO by the parties hereto as of the date first above written.

Signed, sealed and delivered
in the presence of:

INTERNATIONAL DRIVE MASTER
TRANSIT AND IMPROVEMENT
DISTRICT

Lakela Louis
(Signature of Witness)

Lakela Louis
(Name of Witness)

Katie Smith
(Signature of Witness)

Katie Smith
(Name of Witness)

As to "Licensee"

By: Jerry L. Demings
for Jerry L. Demings,
Governing Board Chairman

Date: OCT 1 1 2022



EXHIBIT A-1

SITE PLANS



EXHIBIT A-2

Tradeshow Road

Destination Parkway

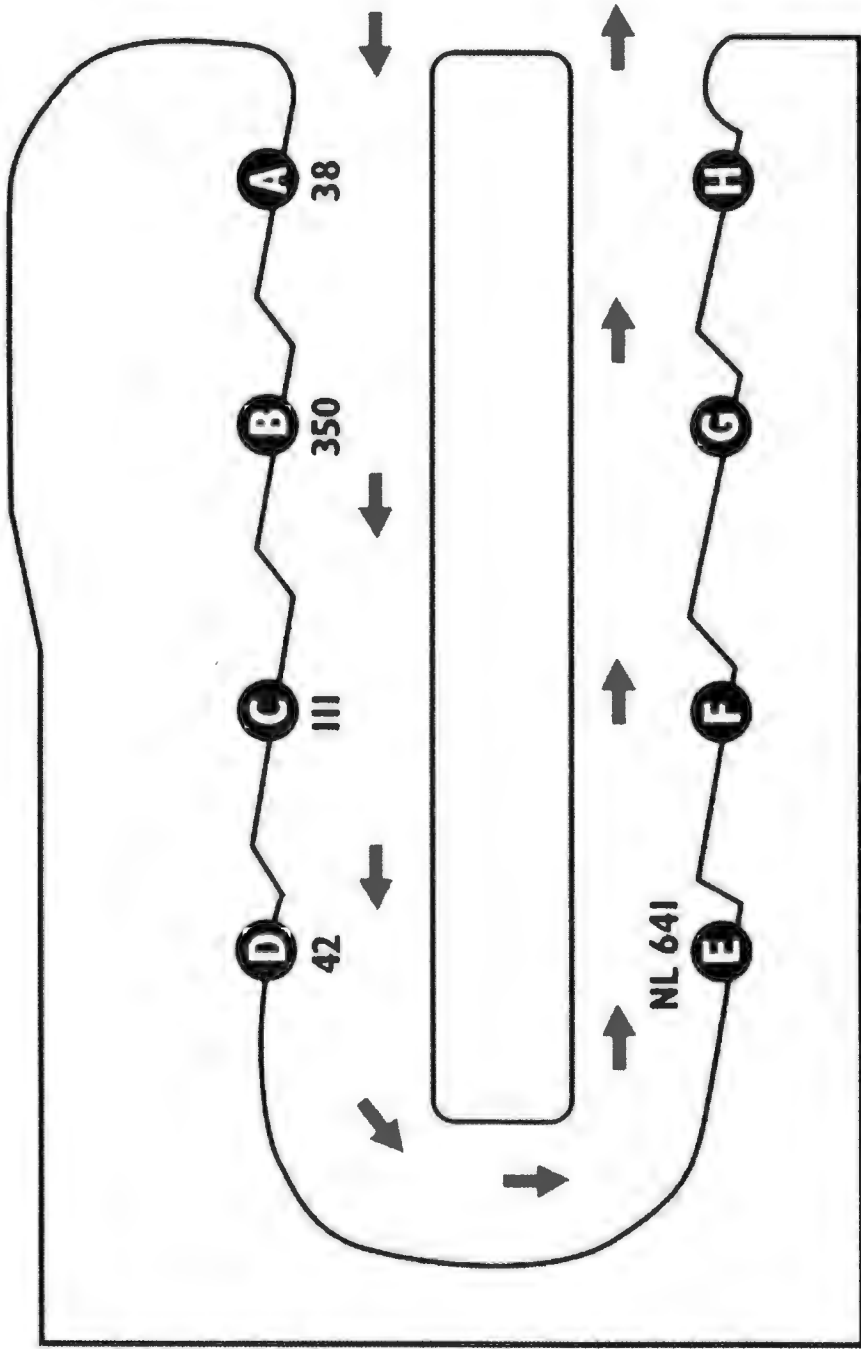


EXHIBIT B
LEGAL DESCRIPTION



Bounded area above located within property with the following legal description:

PLAZA INTERNATIONAL UNIT 12 29/13 LOT 4 (LESS W 27.35 FT THEREOF)
& LOTS 5 THROUGH 8 SEE 4666/1881 (SUBJ TO R/W RESERVATION PER
6689/3842) & (LESS R/W ON THE NORTH PER 9734/8278)