

Settlement Agreement Exhibits – 11/20/18

Ex. A	List of Existing Martin Crossing Agreements
Ex. B	List of Existing Indian River Crossing Agreements
Ex. C-1	Schedule of Martin Additional Improvements
Ex. C-2	Martin Crossing Plans
Ex. D-1	Schedule of Indian River Additional Improvements
Ex. D-2	Indian River Crossing Plans
Ex. E-1	Martin ROW Permit Application
Ex. E-2	Indian River ROW Permit Application
Ex. F	County Crossing Amendment
Ex. G	Municipality Crossing Amendment
Ex. H	Municipality Agreement
Ex. I	FECR Aerial Easement Agreement
Ex. J	Martin Fencing Locations
Ex. K	Indian River Fencing Locations
Ex. L	FECR Fencing Lease
Ex. M	Jt. Stip. Of Dismissal
Ex. N	Martin BCC Resolution
Ex. O	Indian River BCC & ESD Resolution
Ex. P	CARE Resolution
Ex. Q	BL Resolution

Indian River County Roadway Jurisdiction

City	Crossing Name
Sebastian	Roseland Dr (SR 514) - 212+2991'
Sebastian	CR 512 Westbound, Sebastian Blvd W - 214+4375'
Sebastian	Fellsmere Rd (SR 512 EB), Sebastian Blvd E - 215+315'
Sebastian	Old Dixie Hwy - 216+20'
Sebastian	99th St / Vickers Rd - 217+3226'
Winter Beach	85th St, Wabasso Rd, 510 - 219+3059'
Winter Beach	77th St, Hobart Rd - 220+3689'
Winter Beach	69th St - North Winter Beach - 2121+4212'
Winter Beach	65th St, South Winter Beach Rd - 222+1704'
Gifford	53rd St - 223+4730'
Gifford	49th St - 224+2199'
Gifford	45th St - 224+4945'
Gifford	43rd St - 225+632'
Gifford	41st St (CR 630) - 225+2,418'
Vero Beach	16th St, 17th St - 228+118'
Oslo	12th St - 228+3486'
Oslo	Glendale Rd - 229+983'
Oslo	4th St, Indian River Blvd - 229+3982'
Oslo	1st St - 230+767'
Oslo	Oslo Rd (SR 606), 9th Ln SW - 231+1651'
Oslo	Highland Dr SE, 20th Place SW - 232+4523'

Indian River County - Non-County Crossings

City/Location	Crossing Name	Crossing Agreement Holder
Sebastian	Main St	FEC
Sebastian	Schumann Dr	CITY OF SEBASTIAN
Sebastian	Barber St	CITY OF SEBASTIAN
Vero Beach	32nd St, Aviation Blvd	CITY OF VERO BEACH
Vero Beach	26th St	CITY OF VERO BEACH
Vero Beach	14th Ave	CITY OF VERO BEACH
Vero Beach	23rd St	CITY OF VERO BEACH
Vero Beach	21st St, SR 60 East	CITY OF VERO BEACH
Vero Beach	20th St, SR 60 West	FDOT
Vero Beach	19th Pl	FDOT
Gifford	Hawks Nest Rd, Golf Club Entrance	

BRIGHTLINE PHASE II
ZONE 4 BETTERMENTS

Location	Description	Remarks
INDIAN RIVER COUNTY		
Roseland Rd MP 212.57	Install exit gates and Vehicle Presence Detection	Within ROW
	5-foot paved shoulders through crossing	Within ROW
Main St MP 214.42	Provide dedicated pedestrian access on both sides of ROW	Within ROW
CR 512 West / Sebastian Blvd MP 214.70	Modify crossing and pavement markings to accommodate 5-ft bike lane	Within ROW
CR 512 Eastbound / Fellsmere Rd MP 215.06	Accommodate 5-ft bike lane terminating on EB approach	Within ROW
Old Dixie Hwy MP 216.00	Improve vertical curve	Contingent on IRC ROW permit
Schumann Dr MP 216.59	Reconstruct approach to widen to current standards and Schumann Dr typical section	Within ROW
85th St / Wabasso Rd MP 219.58	Improve vertical transition	Contingent on IRC ROW permit
Hobart Rd MP 220.70	Improve vertical transition	Contingent on IRC ROW permit
69th St / N Winter Beach Rd MP 221.80	Improve vertical transition	Contingent on IRC ROW permit
65th St MP 222.17	Improve vertical transition	Contingent on IRC ROW permit
Hawk's Nest Crossing MP 223.18	Widen roadway to current standards Guardhouse bypass	Contingent on IRC ROW permit Contingent on IRC ROW permit
53rd St MP 223.90	Reconstruct approach and widen to existing standards Correct crossing to accommodate existing bike lanes	Within ROW Within ROW
49th St MP 224.42	Partner with County on intersection project Roadway crossing corrected to accommodate existing bike lanes through crossing	Within ROW Within ROW
45th St MP 224.94	Provide pedestrian facilities on both sides Partner with County on intersection project	Within ROW Within ROW
41st St MP 225.46	Reconstruct existing approach to current standards Partner with County on intersection project	Within ROW Within ROW
4th St MP 229.74	Install Exit Gates and Vehicle Presence Detection	Within ROW
1st St MP 230.14	Install Exit Gates and Vehicle Presence Detection and Extend crossing panels Widen pavement & add pedestrian crossing	Within ROW Within ROW
Oslo Rd (SR 606) MP 231.31	Improve vertical transition Address ADA drop off	Contingent on IRC ROW permit Contingent on IRC ROW permit
Highlands Dr MP 232.86	Pedestrian crossings on both sides of Highlands Dr.	Within ROW
Various	Security Fence Installation; FDOT Type B, 6'	Up to \$1MM Cap
Various	Install signage and pavement markings	Contingent on IRC ROW permit

RIGHT-OF-WAY CONDITIONS

1. Applicant shall not begin construction of any kind in the County right-of-way prior to application and issuance of a valid permit by the Department of Public works.
2. Any areas disturbed in the County right-of-way must be restored by applicant to a condition equal to or better than existing just prior to construction, including but not limited to compaction, grading, paving, seeding mulching and sodding, etc., as the case may be. The quality of construction, materials, and workmanship shall be in accordance with County standards.
3. *Applicant shall notify the Engineering Division at least 48 hours prior to the placement of concrete, paving of asphalt, installation of culverts, or backfilling of trenches, so that the County may inspect installations as necessary. Applicant shall further notify the County in writing of its request for final inspection and approval at the completion of the permitted activity.
4. This permit shall **EXPIRE WITH THE ASSOCIATED LAND DEVELOPMENT OR SITE PLAN PERMIT** unless otherwise stated in writing on the face of this permit by an authorized representative of the Engineering Division.
5. ~~The applicant shall assume the responsibility for all maintenance, replacement or removal of any right-of-way improvement authorized by this permit; and applicant further agrees by acceptance of this permit to indemnify and save harmless the county, its officers, employees, or agents, from any damages, claims, causes of actions, or losses whether for personal injury, loss of life or property damage, arising from the actions or omissions of applicant, its officers, agents, or employees, associated with the placement, maintenance or removal of installations authorized by this permit.~~ The applicant agrees to use all reasonable care under the given circumstances to assure that members of the traveling public are not unreasonably inconvenienced nor endangered by the activities conducted hereunder, including the use of reflectorized barriers, warning signals, flagmen or other prudent measures as described in the Manual on Uniform Traffic Control Devices, (MUTCD), 2000 Edition, published by US Department of Transportation, Federal Highway Administration.
6. The validity of this permit is contingent upon applicant obtaining necessary permits from any other agencies having jurisdiction. Issuance of this permit does not relieve applicant of liability for trespass to private property.
7. This permit shall be considered a license only, for the limited purpose of installation, placement and maintenance of the improvements specified on the face hereof, and does not convey any other right, title, or interest of the County in the subject right-of-way property.
8. ~~Applicant agrees to remove or alter such installations without objection or cost to the County as the County may direct, at any time and within a reasonable time after receipt of direction by the County Engineer or his authorized representative.~~
9. Applicant is cautioned that electrical, water and sewer, or other installations or utilities may be located within the construction area, and applicant shall use diligent efforts to first detect and locate all such installations, and shall coordinate construction with all lawful users of said right-of-way. Applicant shall be liable in every manner for all damages proximately resulting from its interference with or interruption of services provided by other lawful right-of-way users.
10. *In cases where a concrete driveway is to extend to a paved road, that portion of the driveway from property line to edge of the road pavement shall be a minimum thickness of four inches for residential, local roads only, all others will be six inches, as specified in Chapter 312.19(2B) of the County Right-of-Way Ordinance. If road is unpaved concrete/asphalt driveway shall not extend beyond the property line.

INDIAN RIVER COUNTY RIGHT-OF-WAY INFORMATION & FEE SCHEDULE

<u>PERMIT/REVIEW TYPE</u>	<u>FEE</u>
STORMWATER TYPE C	\$100.00
SINGLE FAMILY ROW & DRAINAGE REVIEW (PRIVATE)	\$ 45.00
SINGLE FAMILY ROW & DRAINAGE REVIEW/PERMIT (PUBLIC)	\$ 75.00
UTILITY ROW PERMIT	\$350.00
LAND DEVELOPMENT ROW PERMIT	\$550.00
COMMERCIAL ROW PERMIT	\$300.00

ADDITIONAL FEES

RE-INSPECTION AFTER 2 SITE VISITS – (CHARGED @ AN HOURLY RATE)

PLAN REVIEW AFTER 3rd RESUBMITTAL – (CHARGED @ AN HOURLY RATE)

Fees and Security Requirement Waived as Part of Settlement

F

**CROSSING AGREEMENT AMENDMENT BY AND AMONG
FLORIDA EAST COAST RAILWAY, LLC, BRIGHTLINE TRAINS LLC,
AND _____ COUNTY, PERTAINING TO RAILWAY CROSSINGS
COVERED BY EXISTING CROSSING LICENSE AGREEMENTS**

THIS Crossing Agreement Amendment (hereinafter "Amendment") is made and entered into this _____ day of _____, 2018, by and among **FLORIDA EAST COAST RAILWAY LLC**, a Florida Limited Liability Company, with an address of 7411 Fullerton Street, Suite 300, Jacksonville, FL 32256 (hereinafter "FECR") **BRIGHTLINE TRAINS LLC**, a Delaware Limited Liability Company (authorized to do business in Florida), with an address of 161 NW 6TH ST, STE. 900, Miami, FL 33136 (hereinafter "BRIGHTLINE"), and _____ **COUNTY**, a Political Subdivision of the State of Florida (hereinafter "COUNTY") (collectively, the "Parties").

RECITALS

WHEREAS, FECR owns and operates a rail corridor located within the boundaries of _____ COUNTY; and

WHEREAS, COUNTY has various roadways that cross the FECR right-of-way as listed in **Exhibit A**, as such Crossings are more particularly defined in various license and/or crossing agreements(hereinafter individually and in the aggregate, as the case requires, referred to as "Crossings"); and

WHEREAS, FECR has entered into various license and/or crossing agreements with COUNTY that set forth the rights and obligations of the Parties with respect to each of the Crossings, as amended and assigned to date, as listed in Exhibit A (hereinafter "License Agreements"); and

WHEREAS, BRIGHTLINE is developing an intercity passenger rail service from Miami to Orlando, to be located within FECR's railway right-of-way (hereinafter "Project"); and

WHEREAS, FECR has agreed to allow BRIGHTLINE to utilize its rail corridor for the Project; and

WHEREAS, in order to accommodate the Project it is necessary for BRIGHTLINE to install a second track which requires improvement, construction and alterations to existing Crossings; and

WHEREAS, pursuant to the License Agreements, COUNTY is responsible for a portion of the costs related to improvements made to each Crossing; and

WHEREAS, BRIGHTLINE has agreed to incur all costs related to the Crossing improvements to the extent required for the Project to ensure safety at public crossings and to commence passenger rail service; and

WHEREAS, COUNTY finds that the terms of this Amendment will benefit the safety and welfare of the public; and

WHEREAS, BRIGHTLINE has entered into a Settlement Agreement with COUNTY and others, dated _____, 2018 (hereinafter "Settlement Agreement");

NOW THEREFORE, for the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. PURPOSE

The purpose of this Amendment is to memorialize the agreement reached relating to the Project with respect to the Crossings and terms related to the construction, maintenance and safety of the Crossings.

Section 2. LICENSE AGREEMENTS

The Crossings, as improved for the Project, shall continue to be governed by the terms and provisions of the License Agreements, listed on Exhibit A.

Section 3. BRIGHTLINE REPRESENTATIONS

3.1 Initial Development Costs. BRIGHTLINE shall fund and be responsible for all necessary and reasonable capital investments to complete the initial installation of crossing improvements at the Crossings to the extent required for compliance with currently applicable laws and requirements for passenger rail service (hereinafter, the "Initial Development Costs"). The Initial Development Costs may include some or all of the following, based on the individual requirements for each Crossing, as more specifically described in the final plans and drawings for each Crossing provided by BRIGHTLINE to COUNTY: the installation, relocation or alteration of new track and/or the existing track; cables; railroad devices; crossing structures; railroad signalization equipment; grade crossing surfaces; roadway, signage and pavement marking; co-habitation of roadway traffic signals impacted by the Project to railroad truss structures; relocation of any permitted COUNTY utilities and, any other element necessary to comply with all applicable laws and regulations. The Initial Development Costs do not include the costs of any other improvements to the Crossings related to the establishment of quiet zones or any other improvements required or desired by COUNTY, except as provided in the Settlement Agreement. Regardless of any provision to the contrary the License Agreements, COUNTY shall have no responsibility for any Initial Development Costs, except as provided in the Settlement Agreement.

3.2 Maintenance of Existing Crossing. If there is required regular maintenance to be performed in connection with the currently existing crossing surface that is outside of the scope of the Project, that maintenance is not included within the scope of BRIGHTLINE's work and expense, provided, however, that BRIGHTLINE and FECR will endeavor to coordinate their respective work so as to minimize any existing crossing surface maintenance costs that the COUNTY may bear in accordance with the existing License Agreements.

3.3 Standards. BRIGHTLINE shall construct all track and crossing Project improvements at each Crossing in compliance with the crossing construction plans submitted by BRIGHTLINE to the COUNTY and incorporated in the Settlement Agreement, in Exhibit ___.

3.4 Coordination. BRIGHTLINE and COUNTY agree to coordinate and cooperate with each other at all times with regard to notice, permitting, mobilization and construction timing of the Project improvements. Elements of the Project may extend beyond the FECR right-of-way at certain Crossing(s) in order to complete the Project within

aforementioned standards and guidelines. Where elements of the crossing upgrades extend beyond the FECR right-of-way at any crossing, BRIGHTLINE shall coordinate any required crossing upgrade work which must be performed outside of the FECR right-of-way with the COUNTY and obtain all necessary permits, subject to the terms of the Settlement Agreement. COUNTY acknowledges that it will grant to BRIGHTLINE the necessary permits for the installation and construction of any aspects of the crossing upgrades outside of the FECR right-of-way, subject to the terms of the Settlement Agreement. BRIGHTLINE will repave or restore the COUNTY's right-of-way if impacted by the crossing upgrade construction at BRIGHTLINE's expense. If there is striping on COUNTY streets which extends beyond the FECR right-of-way ~~for a reasonably short distance~~, then as part of the Project, BRIGHTLINE will re-stripe COUNTY's street along with the portions of the street within FECR's right-of-way at BRIGHTLINE's expense, subject to the terms of the Settlement Agreement. In connection with future maintenance at these Crossings, if comparable restriping is necessary outside of the FECR right-of-way, FECR will perform that restriping, and the costs of such restriping in the COUNTY's right-of-way shall be apportioned to COUNTY, subject to Section 6 below.

3.5 Minimal Disruption. BRIGHTLINE shall perform and complete the Project in a manner that minimizes disruption and inconvenience to COUNTY and the public but COUNTY recognizes that, as with any construction project, there will be unavoidable disruptions and inconvenience to COUNTY and the public. BRIGHTLINE will make every effort to coordinate Crossing closures so as not to adversely impact COUNTY'S scheduled special events. BRIGHTLINE shall make reasonable efforts to only close individual crossings for a period of not more than three (3) consecutive days, provided that the COUNTY acknowledges that some crossings may take longer, ideally no more than five days. BRIGHTLINE will coordinate with the COUNTY so that the crossing improvement work minimizes disruption and inconvenience to the COUNTY and its residents.

3.6 Maintenance of Traffic. BRIGHTLINE shall be responsible for the costs of Maintenance of Traffic signage during the Project. BRIGHTLINE or its contractor shall submit a Maintenance of Traffic plan for each individual Crossing to the COUNTY a minimum of four (4) weeks prior to the commencement of Project work. COUNTY agrees to approve such plan, provided it is in compliance with federal, state, and local maintenance of traffic requirements.

3.7 Quiet Zone. If COUNTY successfully obtains approval to classify the crossings within its boundaries as part of a Quiet Zone, prior to BRIGHTLINE's installation of the various crossing upgrades identified above, BRIGHTLINE agrees to install the quiet zone required improvements to the crossings, at the expense of COUNTY or such other governmental agency that agrees to pay the expenses associated therewith.

3.8 Budget Estimates. To accommodate COUNTY's statutory budget process and fiscal year (October 1st - September 30th, referred to as "Government Fiscal Year"), FECR agrees to utilize commercially reasonable efforts to provide to COUNTY, no later than April 1st each year, the list of Crossings scheduled for maintenance during the upcoming Government Fiscal Year, along with an estimate of any and all costs or expenses for which COUNTY will be responsible under the License Agreements during such Government Fiscal Year. COUNTY acknowledges that emergency and unanticipated repairs may be necessary at crossings periodically, and FECR may not be able to provide normal advance notice thereof. This provision shall survive any expiration or termination of the License Agreements, as amended.

Section 4. FECR REPRESENTATIONS

4.1 **Agreement with BRIGHTLINE.** FECR hereby acknowledges that FECR and BRIGHTLINE have entered into an agreement under which BRIGHTLINE will utilize the FECR rail corridor for the Project.

4.2 **Waiver.** FECR hereby waives all rights to reimbursement from COUNTY of the Initial Development Costs under the License Agreements.

4.3 **Maintenance of Existing Crossing During Project Construction.** If, during the course of the Project construction work, there is required regular maintenance to be performed in connection with the currently existing crossing surface that is outside of the scope of the Project, such maintenance is not included within the scope of BRIGHTLINE's work and expense; provided, however, that BRIGHTLINE and FECR will endeavor to coordinate their respective work so as to minimize any existing crossing surface maintenance costs that COUNTY may bear in accordance with the existing License Agreements. FECR agrees to provide the estimate for such costs at least ninety (90) days in advance of an invoice.

4.4 **Ongoing Maintenance.** For so long as FECR is the party responsible for maintaining the Crossings following the Project upgrades, COUNTY may continue to interface solely with FECR in connection with that maintenance and COUNTY required reimbursement in connection therewith. FECR and COUNTY agree to coordinate and cooperate with each other regarding Crossing(s) maintenance with regard to notice, permitting, mobilization and construction. This provision shall survive any expiration or termination of this Agreement.

4.5 **Ongoing Maintenance Costs.** For so long as FECR is the party responsible for maintaining the Crossings FECR shall apportion the costs for crossing surface maintenance and future crossing upgrade charges with COUNTY as provided for in the License Agreements, subject to subject to Section 6 below. Charges for FECR's inspection of the crossing signals will continue to be assessed in accordance with FDOT's then-current standard chart for signal inspection costs, as such chart is updated and amended. This provision shall survive expiration or termination of the License Agreements, as amended.

Section 5. COUNTY REPRESENTATIONS

5.1 **Permits; Maintenance of Traffic.** COUNTY will grant to BRIGHTLINE the necessary permits for the installation and construction of any Project elements that may be required beyond the FECR right-of-way, subject to the terms of the Settlement Agreement.

5.2 **Maintenance of Existing Crossing During Project Construction.** If, during the course of the Project construction work, there is required regular maintenance to be performed in connection with the currently existing crossing surface that is outside of the scope of the Project, such maintenance is not included within the scope of BRIGHTLINE's work and expense; and COUNTY acknowledges that FECR may apportion the appropriate share of such costs to COUNTY in accordance with the existing License Agreements.

5.3 **Ongoing Maintenance Costs.** COUNTY acknowledges that the costs for crossing surface maintenance and future crossing surface and signal upgrade charges shall be reimbursed by COUNTY as provided for in the License Agreements, subject to Section 6 below. Charges for FECR's inspection of the crossing signals will continue to be assessed in accordance with FDOT's then-current standard chart for signal inspection costs, as such chart is updated and amended. This provision shall survive expiration or termination of the License Agreements,

as amended.

Section 6. MAINTENANCE COST SHARING

This Amendment shall not alter COUNTY's rights or obligations as to FECR, except that for a period of 14 years from the date BRIGHTLINE begins passenger revenue operations from West Palm Beach to Orlando (the "14-year period"), COUNTY and BRIGHTLINE shall share responsibility for paying COUNTY's road surface, signal, and other crossing maintenance and rehabilitation costs, as follows: COUNTY shall pay up to \$_____ of the total amount invoiced by FECR for road surface, signal, and other crossing maintenance and rehabilitation costs each calendar year, and BRIGHTLINE shall pay the balance of such costs; provided, however, that if COUNTY does not pay its share of such road surface, signal, and other crossing maintenance and rehabilitation costs as contemplated herein, BRIGHTLINE shall have no responsibility for paying any portion of such costs for the year in question. For example, if COUNTY were to receive a total of \$_____ in invoices from FECR in a particular calendar year, COUNTY would be obligated to pay those invoices in full; but if COUNTY were to receive a total of \$_____ in invoices from FECR in a particular calendar year, COUNTY would only be obligated to pay \$_____, and upon such payment, BRIGHTLINE would be obligated to pay the balance due – \$_____. For each of the first three years after the 14-year period concludes, COUNTY and BRIGHTLINE shall share responsibility for paying COUNTY's road surface, signal, and other crossing maintenance and rehabilitation costs, as follows: COUNTY shall pay up to the average total amount invoiced by FECR for such costs each year during years 8 through 14 of the 14-year period, and BRIGHTLINE shall pay the balance of such costs; provided, however, that if COUNTY does not pay its share of such costs as contemplated herein, BRIGHTLINE shall have no responsibility for paying any portion of such costs for the year in question. COUNTY shall remain solely responsible for paying FECR the applicable license fee for each crossing per year, and:

- (i) COUNTY shall not indemnify, defend, or hold harmless BRIGHTLINE for any reason whatsoever in connection with the License Agreements, as amended, except as otherwise provided in the Settlement Agreement;
- (ii) COUNTY shall not add BRIGHTLINE onto its insurance for any reason whatsoever in connection with the License Agreements, as amended; and
- (iii) COUNTY shall not consent to waive its sovereign immunity for any action that involves BRIGHTLINE. COUNTY acknowledges that sovereign immunity does not apply for alleged or actual breaches of express written agreements and amendments thereto entered by the COUNTY that are duly authorized by its Board of County Commissioners, including the License Agreements, as amended, and the Settlement Agreement;

Section 7. THIRD PARTY BENEFICIARY

The Parties agree that BRIGHTLINE shall be a third party beneficiary with respect to the License Agreements identified in Exhibit A attached hereto, with the right to enforce the terms and conditions thereof. BRIGHTLINE shall have no greater rights with respect to COUNTY than FECR has under the License Agreements. Each of the aforesaid License Agreements is hereby deemed amended to reflect the provisions of this Section 7. This provision shall survive any expiration or termination of the License Agreements, as amended.

No provision of this Amendment is intended to, or shall be construed to, create any additional third party beneficiary or to provide any rights to any person or entity not a party to this Amendment, including but not limited to any citizen or employees of the COUNTY and/or BRIGHTLINE.

Section 8. CONFLICTS WITH SETTLEMENT AGREEMENT

For avoidance of doubt, as between BRIGHTLINE and COUNTY, in the event of a conflict between the terms of this Amendment and the Settlement Agreement, the terms of the Settlement Agreement shall govern.

Section 9. EFFECTIVE DATE AND TERM

9.1 **Effective Date.** This Amendment will become effective upon approval by the governing body of the COUNTY and execution by all parties.

9.2 **Term.** The term of this Amendment will be concurrent with the term of each License Agreement to which it is applicable.

Section 10. VENUE AND CHOICE OF LAW

The License Agreements, as amended herein, will be governed by the laws of the State of Florida. Any questions or matters arising under the License Agreements as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Amendment shall be as provide in the License Agreements.

Section 11. NOTICE

All notices required in the License Agreements, as amended, shall be sent by, hand delivery or overnight commercial courier. Notices shall be addressed as follows:

To FECR: Attention: Robert Ledoux, VP and General Counsel
Florida East Coast Railway L.L.C.
7411 Fullerton Street, Suite 300
Jacksonville, FL 32256

To BRIGHTLINE: Attention: Patrick Goddard, President
Brighthline Trains LLC
161 NW 6th St, Ste. 900
Miami, FL 33136

To COUNTY: Attention:

Section 12. SEVERABILITY

If any term or provision of the License Agreements, as amended, or the application thereof to any person or circumstances, shall, to any extent, be held invalid or unenforceable, the remainder of the License Agreements, as amended, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected, and every other term and provision of the License Agreements, as amended, shall be deemed valid and enforceable to the extent permitted by law.

Section 13. EXHIBIT(S)

The Exhibit(s) attached to this Amendment are incorporated fully into this Amendment by this reference.

Section 14. CAPTIONS

The captions and section designations contained in this Amendment are for convenience only and shall have no substantive meaning.

Section 15. MODIFICATIONS TO AGREEMENT

None of the provisions, terms and conditions contained in the License Agreements, as amended, may be added to, modified, superseded or otherwise altered, except by written instrument duly executed by the parties to this Amendment.

Section 16. PUBLIC RECORDS

The parties to this Amendment shall have access to public records pursuant to Chapter 119, Florida Statutes.

Section 17. ENTIRETY OF AGREEMENT

It is agreed that, except as provided in the License Agreements and the Settlement Agreement, this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated in this document.

Section 18. ACCESS AND AUDITS

BRIGHTLINE shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the work associated with such charges, expenses and costs. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at BRIGHTLINE's place of business.

FECR:

Florida East Coast Railway, L.L.C.

By: _____
Robert Ledoux, VP and General Counsel

Date: _____

BRIGHTLINE:

Brightline Trains LLC

By: _____
Patrick Goddard, President

Date: _____

Attest:

CLERK & COMPTROLLER

By: _____
Deputy Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
County Attorney

**COUNTY
BOARD OF COUNTY COMMISSIONERS:**

By: _____

Date: _____

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Department Director

Date: _____

EXHIBIT A
Crossing Agreements Listing

Location	Mile Post	Street Name	AAR/DOT#	Agreement Holder	License Agreement
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**CROSSING AGREEMENT AMENDMENT BY AND AMONG
FLORIDA EAST COAST RAILWAY, LLC, BRIGHTLINE TRAINS LLC,
AND THE CITY OF _____, PERTAINING TO RAILWAY CROSSINGS
COVERED BY EXISTING CROSSING LICENSE AGREEMENTS**

THIS Crossing Agreement Amendment (hereinafter "Amendment") is made and entered into this ____ day of _____, 2018, by and among **FLORIDA EAST COAST RAILWAY LLC**, a Florida Limited Liability Company, with an address of 7411 Fullerton Street, Suite 300, Jacksonville, FL 32256 (hereinafter "FECR") **BRIGHTLINE TRAINS LLC**, a Delaware Limited Liability Company (authorized to do business in Florida), with an address of 161 NW 6TH ST, STE. 900, Miami, FL 33136 (hereinafter "BRIGHTLINE"), and **THE CITY OF _____**, a Florida municipal corporation (hereinafter "CITY") (collectively, the "Parties").

RECITALS

WHEREAS, FECR owns and operates a rail corridor located within the boundaries of CITY; and

WHEREAS, CITY has various roadways that cross the FECR right-of-way as listed in **Exhibit A**, as such Crossings are more particularly defined in various license and/or crossing agreements(hereinafter individually and in the aggregate, as the case requires, referred to as "Crossings"); and

WHEREAS, FECR has entered into various license and/or crossing agreements with CITY that set forth the rights and obligations of the Parties with respect to each of the Crossings, as amended and assigned to date, as listed in Exhibit A (hereinafter "License Agreements"); and

WHEREAS, BRIGHTLINE is developing an intercity passenger rail service from Miami to Orlando, to be located within FECR's railway right-of-way (hereinafter "Project"); and

WHEREAS, FECR has agreed to allow BRIGHTLINE to utilize its rail corridor for the Project; and

WHEREAS, in order to accommodate the Project it is necessary for BRIGHTLINE to install a second track which requires improvement, construction and alterations to existing Crossings; and

WHEREAS, pursuant to the License Agreements, CITY is responsible for a portion of the costs related to improvements made to each Crossing; and

WHEREAS, BRIGHTLINE has agreed to incur all costs related to the Crossing improvements to the extent required for the Project to ensure safety at public crossings and to commence passenger rail service; and

WHEREAS, CITY finds that the terms of this Amendment will benefit the safety and welfare of the public; and

WHEREAS, BRIGHTLINE has entered into a Settlement Agreement with MARTIN and INDIAN RIVER COUNTIES and others, dated _____, 2018 (hereinafter "Settlement Agreement");

NOW THEREFORE, for the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. PURPOSE

The purpose of this Amendment is to memorialize the agreement reached relating to the Project with respect to the Crossings and terms related to the construction, maintenance and safety of the Crossings.

Section 2. LICENSE AGREEMENTS

The Crossings, as improved for the Project, shall continue to be governed by the terms and provisions of the License Agreements, listed on Exhibit A.

Section 3. BRIGHTLINE REPRESENTATIONS

3.1 Initial Development Costs. BRIGHTLINE shall fund and be responsible for all necessary and reasonable capital investments to complete the initial installation of crossing improvements at the Crossings to the extent required for compliance with currently applicable laws and requirements for passenger rail service (hereinafter, the "Initial Development Costs"). The Initial Development Costs may include some or all of the following, based on the individual requirements for each Crossing, as more specifically described in the final plans and drawings for each Crossing provided by BRIGHTLINE to CITY: the installation, relocation or alteration of new track and/or the existing track; cables; railroad devices; crossing structures; railroad signalization equipment; grade crossing surfaces; roadway, signage and pavement marking; co-habitation of roadway traffic signals impacted by the Project to railroad truss structures; relocation of any permitted CITY utilities and, any other element necessary to comply with all applicable laws and regulations. The Initial Development Costs do not include the costs of any other improvements to the Crossings related to the establishment of quiet zones or any other improvements required or desired by CITY, except as provided in the Settlement Agreement. Regardless of any provision to the contrary the License Agreements, CITY shall have no responsibility for any Initial Development Costs, except as provided in the Settlement Agreement.

3.2 Maintenance of Existing Crossing. If there is required regular maintenance to be performed in connection with the currently existing crossing surface that is outside of the scope of the Project, that maintenance is not included within the scope of BRIGHTLINE's work and expense, provided, however, that BRIGHTLINE and FECR will endeavor to coordinate their respective work so as to minimize any existing crossing surface maintenance costs that the CITY may bear in accordance with the existing License Agreements.

3.3 Standards. BRIGHTLINE shall construct all track and crossing Project improvements at each Crossing in compliance with the crossing construction plans submitted by BRIGHTLINE to the CITY and incorporated in the Settlement Agreement, in Exhibit ___.

3.4 Coordination. BRIGHTLINE and CITY agree to coordinate and cooperate

with each other at all times with regard to notice, permitting, mobilization and construction timing of the Project improvements. Elements of the Project may extend beyond the FECR right-of-way at certain Crossing(s) in order to complete the Project within aforementioned standards and guidelines. Where elements of the crossing upgrades extend beyond the FECR right-of-way at any crossing, BRIGHTLINE shall coordinate any required crossing upgrade work which must be performed outside of the FECR right-of-way with the CITY and obtain all necessary permits, subject to the terms of the Settlement Agreement. CITY acknowledges that it will grant to BRIGHTLINE the necessary permits for the installation and construction of any aspects of the crossing upgrades outside of the FECR right-of-way, subject to the terms of the Settlement Agreement. BRIGHTLINE will repave or restore the CITY's right-of-way if impacted by the crossing upgrade construction at BRIGHTLINE's expense. If there is striping on CITY streets which extends beyond the FECR right-of-way for a reasonably short distance, as part of the Project, BRIGHTLINE will re-stripe CITY's street along with the portions of the street within FECR's right-of-way at BRIGHTLINE's expense, subject to the terms of the Settlement Agreement. In connection with future maintenance at these Crossings, if comparable restriping is necessary outside of the FECR right-of-way, FECR will perform that restriping, and the costs of such restriping in the CITY's right-of-way shall be apportioned to CITY, subject to Section 6 below.

3.5 Minimal Disruption. BRIGHTLINE shall perform and complete the Project in a manner that minimizes disruption and inconvenience to CITY and the public but CITY recognizes that, as with any construction project, there will be unavoidable disruptions and inconvenience to CITY and the public. BRIGHTLINE will make every effort to coordinate Crossing closures so as not to adversely impact CITY'S scheduled special events. BRIGHTLINE shall make reasonable efforts to only close individual crossings for a period of not more than three (3) consecutive days, provided that the CITY acknowledges that some crossings may take longer, ideally no more than five days. BRIGHTLINE will coordinate with the CITY so that the crossing improvement work minimizes disruption and inconvenience to the CITY and its residents.

3.6 Maintenance of Traffic. BRIGHTLINE shall be responsible for the costs of Maintenance of Traffic signage during the Project. BRIGHTLINE or its contractor shall submit a Maintenance of Traffic plan for each individual Crossing to the CITY a minimum of four (4) weeks prior to the commencement of Project work. CITY agrees to approve such plan, provided it is in compliance with federal, state, and local maintenance of traffic requirements.

3.7 Quiet Zone. If CITY successfully obtains approval to classify the crossings within its boundaries as part of a Quiet Zone, prior to BRIGHTLINE's installation of the various crossing upgrades identified above, BRIGHTLINE agrees to install the quiet zone required improvements to the crossings, at the expense of CITY or such other governmental agency that agrees to pay the expenses associated therewith.

3.8 Budget Estimates. To accommodate CITY's statutory budget process and fiscal year (October 1st - September 30th, referred to as "Government Fiscal Year"), FECR agrees to utilize commercially reasonable efforts to provide to CITY, no later than April 1st each year, the list of Crossings scheduled for maintenance during the upcoming Government Fiscal Year, along with an estimate of any and all costs or expenses for which CITY will be responsible under the License Agreements during such Government Fiscal Year. CITY acknowledges that emergency and unanticipated repairs may be necessary at crossings periodically, and FECR may not be able to provide normal advance notice thereof. This provision shall survive any expiration or termination of the License Agreements, as amended.

Section 4. FECR REPRESENTATIONS

4.1 Agreement with BRIGHTLINE. FECR hereby acknowledges that FECR and BRIGHTLINE have entered into an agreement under which BRIGHTLINE will utilize the FECR rail corridor for the Project.

4.2 Waiver. FECR hereby waives all rights to reimbursement from CITY of the Initial Development Costs under the License Agreements.

4.3 Maintenance of Existing Crossing During Project Construction. If, during the course of the Project construction work, there is required regular maintenance to be performed in connection with the currently existing crossing surface that is outside of the scope of the Project, such maintenance is not included within the scope of BRIGHTLINE's work and expense; provided, however, that BRIGHTLINE and FECR will endeavor to coordinate their respective work so as to minimize any existing crossing surface maintenance costs that CITY may bear in accordance with the existing License Agreements. FECR agrees to provide the estimate for such costs at least ninety (90) days in advance of an invoice.

4.4 Ongoing Maintenance. For so long as FECR is the party responsible for maintaining the Crossings following the Project upgrades, CITY may continue to interface solely with FECR in connection with that maintenance and CITY required reimbursement in connection therewith. FECR and CITY agree to coordinate and cooperate with each other regarding Crossing(s) maintenance with regard to notice, permitting, mobilization and construction. This provision shall survive any expiration or termination of this Agreement.

4.5 Ongoing Maintenance Costs. For so long as FECR is the party responsible for maintaining the Crossings FECR shall apportion the costs for crossing surface maintenance and future crossing upgrade charges with CITY as provided for in the License Agreements, subject to subject to Section 6 below. Charges for FECR's inspection of the crossing signals will continue to be assessed in accordance with FDOT's then-current standard chart for signal inspection costs, as such chart is updated and amended. This provision shall survive expiration or termination of the License Agreements, as amended.

Section 5. CITY REPRESENTATIONS

5.1 Permits; Maintenance of Traffic. CITY will grant to BRIGHTLINE the necessary permits for the installation and construction of any Project elements that may be required beyond the FECR right-of-way, subject to the terms of the Settlement Agreement.

5.2 Maintenance of Existing Crossing During Project Construction. If, during the course of the Project construction work, there is required regular maintenance to be performed in connection with the currently existing crossing surface that is outside of the scope of the Project, such maintenance is not included within the scope of BRIGHTLINE's work and expense; and CITY acknowledges that FECR may apportion the appropriate share of such costs to CITY in accordance with the existing License Agreements.

5.3 Ongoing Maintenance Costs. CITY acknowledges that the costs for crossing surface maintenance and future crossing surface and signal upgrade charges shall be reimbursed by CITY as provided for in the License Agreements, subject to Section 6 below. Charges for FECR's inspection of the crossing signals will continue to be assessed in accordance

with FDOT's then- current standard chart for signal inspection costs, as such chart is updated and amended. This provision shall survive expiration or termination of the License Agreements, as amended.

Section 6. MAINTENANCE COST SHARING

This Amendment shall not alter CITY's rights or obligations as to FECR, except that for a period of 14 years from the date BRIGHTLINE begins passenger revenue operations from West Palm Beach to Orlando, the CITY and Brightline shall share responsibility for paying the CITY's road surface, signal, and other crossing maintenance and rehabilitation costs, as follows: the CITY shall pay up to its Average Historical Cost, as defined below, each year, and Brightline shall pay the balance of such costs; provided, however, that if the CITY does not pay its share of such costs as contemplated herein, Brightline shall have no responsibility for paying any portion of such costs for the year in question. The CITY's Average Historical Cost shall be calculated by (a) determining the average of the total amount invoiced by FECR each year between 2011 and 2017 for crossing maintenance and rehabilitation costs other than signal inspection fees, and (b) adding to that average the amount invoiced by FECR for signal inspection fees during the year 2017. CITY shall remain solely responsible for paying FECR the applicable license fee for each crossing per year.

Section 7. THIRD PARTY BENEFICIARY

The Parties agree that BRIGHTLINE shall be a third party beneficiary with respect to the License Agreements identified in Exhibit A attached hereto, with the right to enforce the terms and conditions thereof. BRIGHTLINE shall have no greater rights with respect to CITY than FECR has under the License Agreements. Each of the aforesaid License Agreements is hereby deemed amended to reflect the provisions of this Section 7. This provision shall survive any expiration or termination of the License Agreements, as amended.

No provision of this Amendment is intended to, or shall be construed to, create any additional third party beneficiary or to provide any rights to any person or entity not a party to this Amendment, including but not limited to any citizen or employees of the CITY and/or BRIGHTLINE.

Section 8. CONFLICTS WITH SETTLEMENT AGREEMENT

For avoidance of doubt, as between BRIGHTLINE and CITY, in the event of a conflict between the terms of this Amendment and the Settlement Agreement, the terms of the Settlement Agreement shall govern.

Section 9. EFFECTIVE DATE AND TERM

9.1 **Effective Date.** This Amendment will become effective upon approval by the governing body of the CITY and execution by all parties.

9.2 **Term.** The term of this Amendment will be concurrent with the term of each License Agreement to which it is applicable.

Section 10. VENUE AND CHOICE OF LAW

The License Agreements, as amended herein, will be governed by the laws of the State

of Florida. Any questions or matters arising under the License Agreements as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Amendment shall be as provide in the License Agreements.

Section 11. NOTICE

All notices required in the License Agreements, as amended, shall be sent by, hand delivery or overnight commercial courier. Notices shall be addressed as follows:

To FECR: Attention: Robert Ledoux, VP and General Counsel
Florida East Coast Railway L.L.C.
7411 Fullerton Street, Suite 300
Jacksonville, FL 32256

To BRIGHTLINE: Attention: Patrick Goddard, President
Brighthline Trains LLC
161 NW 6th St, Ste. 900
Miami, FL 33136

To CITY: Attention:

Section 12. SEVERABILITY

If any term or provision of the License Agreements, as amended, or the application thereof to any person or circumstances, shall, to any extent, be held invalid or unenforceable, the remainder of the License Agreements, as amended, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the License Agreements, as amended, shall be deemed valid and enforceable to the extent permitted by law.

Section 13. EXHIBIT(S)

The Exhibit(s) attached to this Amendment are incorporated fully into this Amendment by this reference.

Section 14. CAPTIONS

The captions and section designations contained in this Amendment are for convenience only and shall have no substantive meaning.

Section 15. MODIFICATIONS TO AGREEMENT

None of the provisions, terms and conditions contained in the License Agreements, as amended, may be added to, modified, superseded or otherwise altered, except by written instrument duly executed by the parties to this Amendment.

Section 16. PUBLIC RECORDS

The parties to this Amendment shall have access to public records pursuant to Chapter 119, Florida Statutes.

Section 17. ENTIRETY OF AGREEMENT

It is agreed that, except as provided in the License Agreements and the Settlement Agreement, this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated in this document.

Section 18. ACCESS AND AUDITS

BRIGHTLINE shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the work associated with such charges, expenses and costs. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at BRIGHTLINE's place of business.

FECR:

Florida East Coast Railway, L.L.C.

By: _____
Robert Ledoux, VP and General Counsel

Date: _____

BRIGHTLINE:

Brightline Trains LLC

By: _____
Patrick Goddard, President

Date: _____

Attest:

CLERK & COMPTROLLER

By: _____
Deputy Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
CITY Attorney

**CITY
BOARD OF CITY COMMISSIONERS:**

By: _____

Date: _____

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Department Director

Date: _____

EXHIBIT A
Crossing Agreements Listing

Location	Mile Post	Street Name	AAR/DOT#	Agreement Holder	License Agreement
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MUNICIPAL CROSSING COST REDUCTION AGREEMENT

This Municipal Crossing Cost Reduction Agreement (the “Agreement”) is made and entered into as of [Date] (the “Effective Date”), by and between [City/Town], a Florida municipal corporation (“Municipality”), and Brightline Trains LLC (“Brightline”) (together, the “Parties”).

RECITALS

WHEREAS, Municipality is a Florida municipal corporation governed by a [City / Town Council] (the “Municipal Council”);

WHEREAS, Municipality is located in [Martin / Indian River] County, a political subdivision of the State of Florida;

WHEREAS, Brightline is a corporate entity tasked with developing and operating express passenger rail service between Miami and Orlando, Florida (the “Brightline Project”);

WHEREAS, the bulk of Brightline’s planned passenger service route, including the portion which will pass through [Martin / Indian River] County, will use the Florida East Coast Railway LLC (“FECR”) railroad right-of-way (the “FECR ROW”);

WHEREAS, Municipality has independent roadway crossing agreements with FECR, which are listed in Exhibit __ (the “Existing Municipal Crossing Agreements”);

WHEREAS, to accommodate Brightline’s express passenger service, Brightline is upgrading the portion of the FECR ROW between Miami and Cocoa by, *inter alia*, upgrading existing railroad ties and tracks, installing a second set of mainline tracks, improving roadway crossings, and installing and activating Positive Train Control systems;

WHEREAS, [Martin / Indian River] County and others recently entered into a Settlement Agreement with Brightline (the “Settlement Agreement”) which included as a condition that Municipality be offered the opportunity to enter into this Agreement; and

WHEREAS, Municipality desires to obtain the benefits of this Agreement, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and other good and valuable consideration the receipt and the sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. Incorporation of Definitions and Recitals. The definitions and recitals above are incorporated herein by reference and made a substantive part of this Agreement.
2. Municipality Roadway Crossing Maintenance.

Municipality shall execute amendments to the Existing Municipal Crossing Agreements, in the form attached as Exhibit __. The amendments shall not alter Municipality’s rights or obligations as to FECR, except that for a period of 14 years from the date Brightline begins passenger revenue operations from West Palm Beach to Orlando, Municipality and Brightline

shall share responsibility for paying Municipality's road surface, signal, and other crossing maintenance and rehabilitation costs, as follows: Municipality shall pay up to \$[Average Historical Cost] of the total amount invoiced by FECR for road surface, signal, and other crossing maintenance and rehabilitation costs each calendar year, and Brightline shall pay the balance of such costs; provided, however, that if Municipality does not pay its share of such costs as contemplated herein, Brightline shall have no responsibility for paying any portion of such costs for the year in question. For example, if Municipality were to receive a total of \$[Amount Less Than Average Historical Cost] in invoices from FECR in a particular calendar year, Municipality would be obligated to pay those invoices in full; but if Municipality were to receive a total of \$[Amount More Than Average Historical Cost] in invoices from FECR in a particular calendar year, Municipality would only be obligated to pay \$[Average Historical Cost], and upon such payment, Brightline would be obligated to pay the balance due – \$[Difference]. The amendments shall further provide that Municipality shall remain solely responsible for paying FECR the applicable license fee for each crossing per year.

[Note: Municipality's Average Historical Cost shall be calculated by (a) determining the average of the total amount invoiced by FECR each year between 2011 and 2017 for crossing maintenance and rehabilitation costs other than signal inspection fees, and (b) adding to that average the amount invoiced by FECR for signal inspection fees during the year 2017.]

3. Commitments of Municipality Regarding the Brightline Project.

(a) Municipality hereby agrees that it will not oppose or challenge, or encourage others to oppose or challenge, any pending or future federal, state, or local approval, permit, or authorization relating to the Brightline Project, or the financing of the Brightline Project, or seek any further state, federal or local environmental or other review with respect to the improvements which Brightline is committing to make in the Settlement Agreement, during the period of construction and the first five (5) years of Brightline passenger revenue operations between West Palm Beach and Orlando, including but not be limited to any approval, permit, or authorization issued by the U.S. Department of Transportation, the Federal Railroad Administration, the U.S. Army Corps of Engineers, the U.S. Coast Guard, the Florida Department of Transportation, the St. Johns River Water Management District, and the South Florida Water Management District, as well as the Final Environmental Impact Statement issued for the Brightline Project and any other NEPA, NHPA, or related project review/consultation documents.

(b) Municipality hereby acknowledges and agrees that it has evaluated the work currently proposed to be done within Municipality as part of the Brightline Project and has determined that the work to be done inside the FECR ROW is not subject to any Municipal permitting requirements.

(c) Municipality shall not seek to impose any local approval or permitting requirements with respect to work to be done within the FECR ROW.

(d) During the period of construction and the first three years of Brightline passenger revenue operations between West Palm Beach and Orlando, Municipality will not pass any resolution or adopt any other official act that publicly supports or actively encourages others to support any federal or state legislation, or new local laws or regulations that would directly

and adversely impact the Brightline Project.

(e) Municipality will not pass any resolution or adopt any other official act that publicly supports or actively encourages others to support any federal, state, county, or local laws or regulations that would directly and adversely impact Brightline's ability to comply with any term of the Settlement Agreement or this Agreement, or vary any commitment made under the Settlement Agreement or this Agreement.

4. Notice and Opportunity to Cure.

In the event that a Party alleges another Party to be in material breach of this Agreement, the Party alleging the material breach shall provide the other Party with written notice identifying with specificity the date and location of the perceived material breach and the provision of the Agreement breached ("Cure Notice"). The Party receiving such Cure Notice shall have thirty (30) days from the time it receives the Cure Notice (the "Cure Period") to either (a) cure the alleged material breach and respond in writing, describing what remedial action has been taken, or (b) respond in writing, explaining why no breach has occurred. During the Cure Period, and afterward, the Parties shall cooperate in good faith to resolve the alleged material breach. If the Party alleged to have materially breached this Agreement cures or otherwise satisfactorily responds to the alleged material breach within the Cure Period, the Party alleging the material breach shall not file a lawsuit or take other action predicated upon the alleged material breach. If the Party alleged to have materially breached the Agreement does not cure or satisfactorily respond to the alleged material breach within the Cure Period, the other Party shall be entitled to file suit to cure the alleged material breach and seek to terminate this Agreement and/or the contemplated amendments to the Existing Municipal Crossing Agreements.

5. Compromise. This Agreement is made in compromise of a dispute. Nothing herein shall be construed or deemed an admission of liability or wrongdoing.

6. Entire Agreement. This Agreement contains the entire agreement of the Parties, and supersedes any and all prior negotiations, representations, understandings, and agreements, whether oral or in writing, with respect to the subject matter hereof.

7. Modification. This Agreement may not be amended, modified, released, discharged, or otherwise terminated, in whole or part, except by an instrument in writing signed by authorized representatives of the parties hereto.

8. Construction. This Agreement was drafted by counsel for the Parties and shall not be construed more strictly against any Party on the ground that it was the drafter.

9. Governing Law; Attorneys' Fees. This Agreement shall be construed and the legal relations between the Parties shall be determined in accordance with Florida law. In any litigation or other legal proceeding arising out of or related to this Agreement, both parties agree to waive claims for attorneys' fees and costs.

10. Waiver. Each Party acknowledges and agrees that it has had the opportunity to consult with counsel of its choice in deciding whether to enter this Agreement. Each Party further acknowledges that it was not fraudulently induced, coerced, or intimidated to sign this

Agreement, and agrees not to seek to upset this Agreement by reason of any fact or matter, including but not limited to the discovery of any claim or defense not presently known to it. Each Party affirmatively waives and releases any claim that it has been misled or fraudulently induced to enter this Agreement.

11. Authority. Each Party represents and warrants that it is authorized to enter this Agreement, and that the individual executing this Agreement on its behalf has the legal authority to do so. The Municipal Council's resolution authorizing the execution of this Agreement are attached hereto as Exhibit __. The Brightline resolution authorizing the execution of this Agreement is attached hereto as Exhibit __.

12. Counterparts. This Agreement may be executed in counterparts, by facsimile, each of which shall be deemed an original but all of which shall constitute one instrument.

13. Venue. Venue for disputes arising out of or relating to this Settlement Agreement shall be in the U.S. District Court for the Southern District of Florida, Fort Pierce Division, or state court in St. Lucie County, Florida.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have set their hands and seals to this instrument as of the Effective Date above.

ACCEPTANCE BY MARTIN COUNTY

_____,
a Florida municipal corporation,

ATTESTED:

By: _____
Chairman, Municipal Council

By: _____
[INSERT]

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
[INSERT]
Municipality Attorney

ACCEPTANCE BY BRIGHTLINE TRAINS LLC

BRIGHTLINE TRAINS LLC,
a Delaware limited liability company

ATTESTED:

By: _____
Patrick Goddard
President

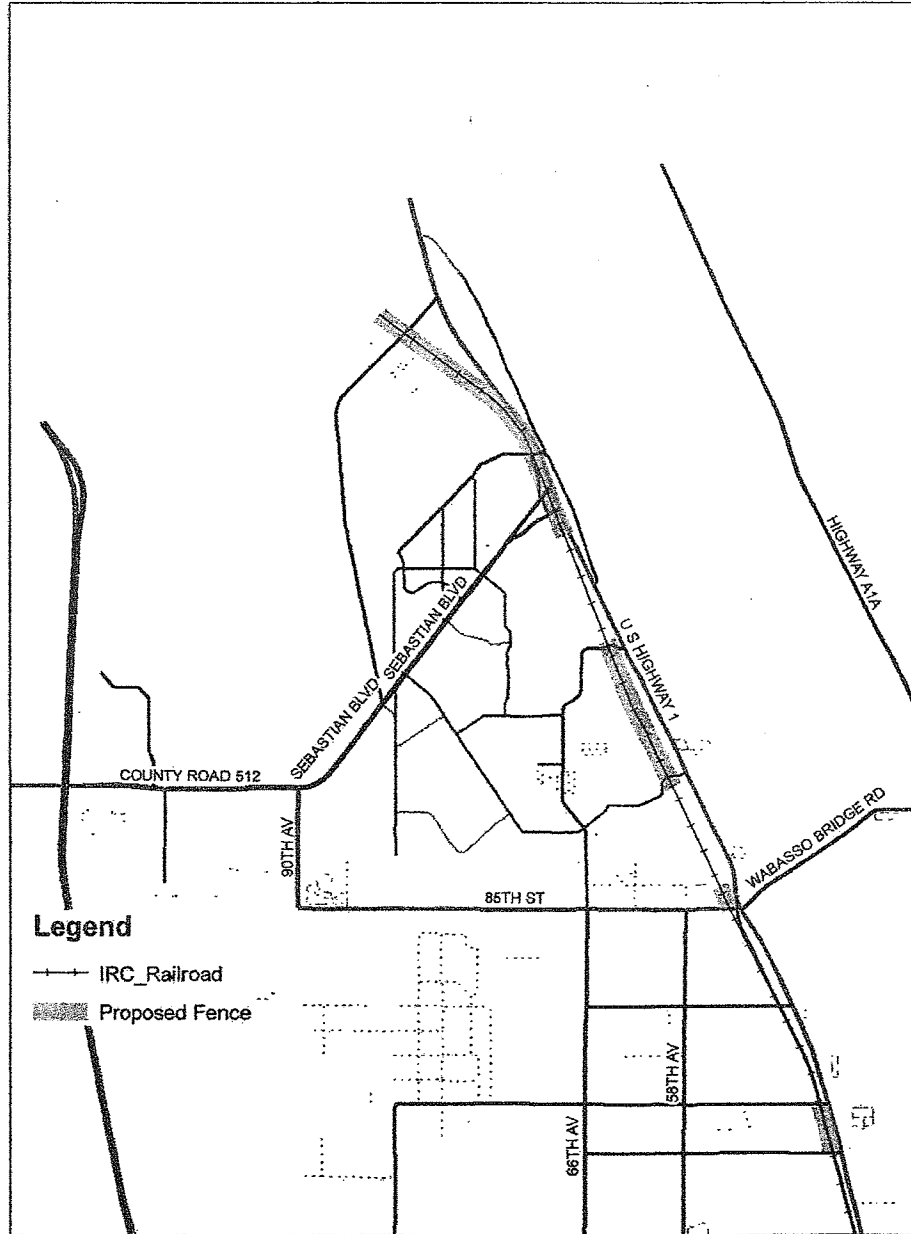
By: _____
Myles L. Tobin, Esq.
General Counsel



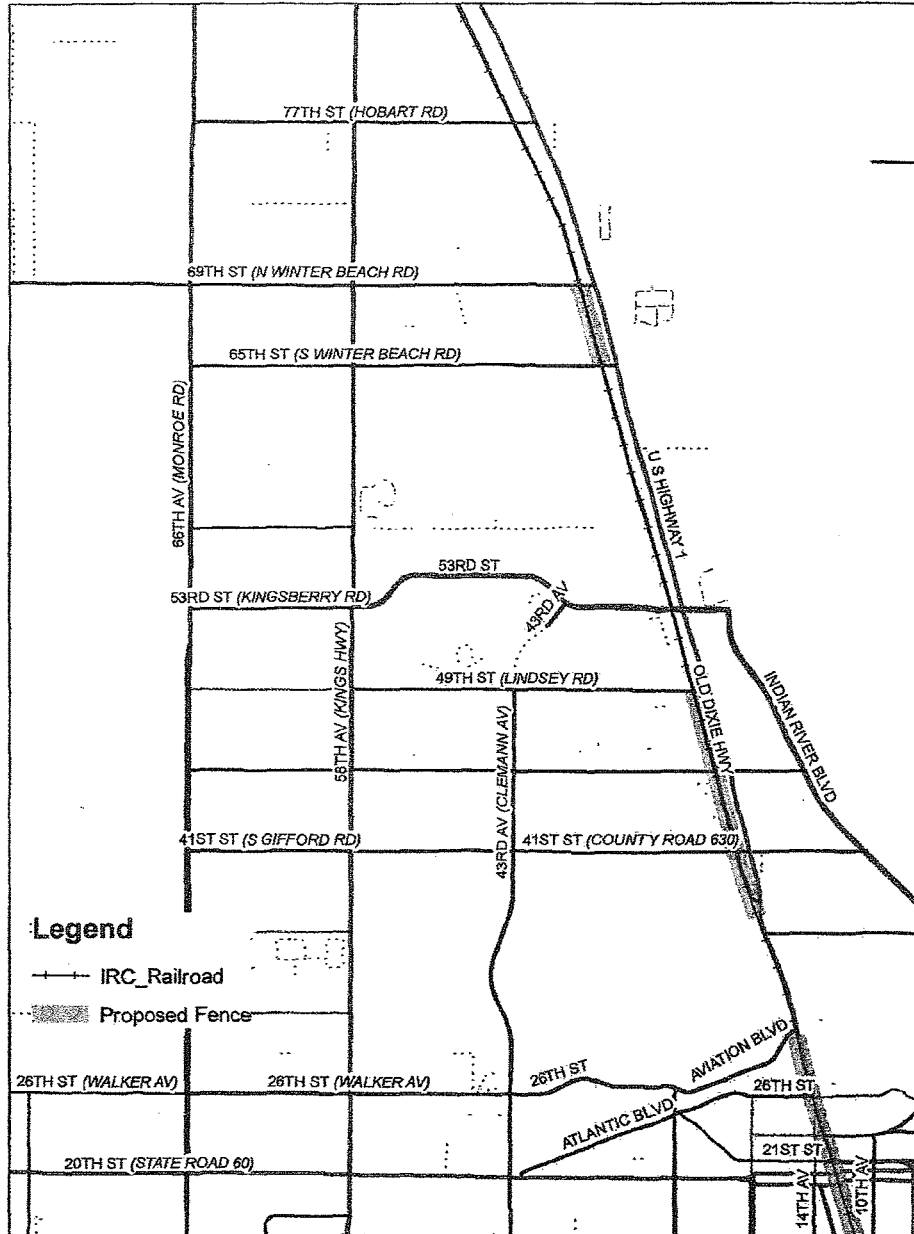
Attachment 2

Proposed Brightline Security Fence Segments	
North Limit	South Limit
River (North County Line)	Sebastian Industrial Place
Manly Avenue	South of Barber Street (Gator Drive)
North of 87 th Street	South of CR 510
69 th Street	65 th Street
North of 49 th Street	38 th Lane
Aviation Boulevard	17 th Street
13 th Lane	8 th Street
4 th Place	15 th Street SW
Highland Drive	South County Line

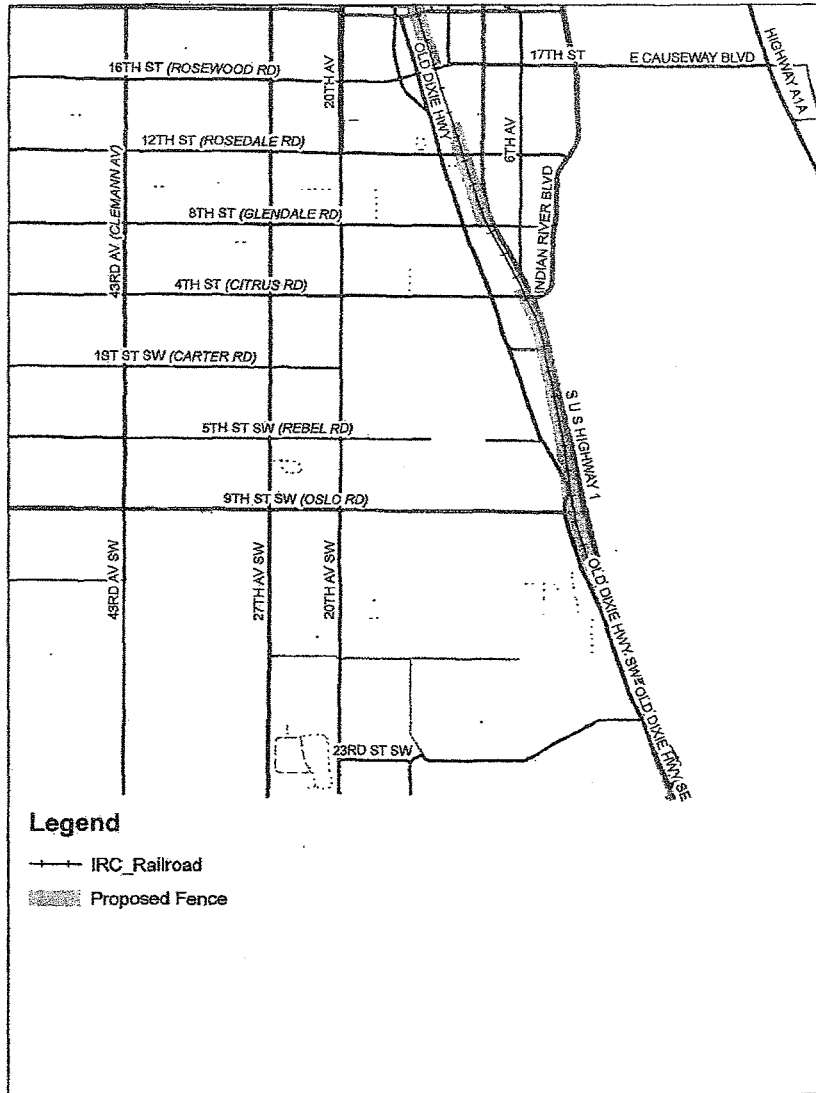
Proposed Security Fence Segments



Proposed Security Fence Segments



Proposed Security Fence Segments



L

REAL ESTATE LEASE
(Land, Inside ROW – Annual Term)

The Real Estate Lease (this “Lease”) is made effective as of this ___ day of _____, 201___, by and between **FEC ROW LLC**, a Florida limited liability company (“Lessor”) and [Name of Lessee], a [Type of Entity], whose business address is [Lessee’s Address] (“Lessee”).

1.A Leased Premises: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor under the terms and conditions set forth in this Lease, the following described property:

SEE EXHIBIT A
[Attached hereto and made a part hereof]

All as shown on Lessor’s Drawing No [Insert Drawing #], dated [Insert Drawing Date], attached hereto as Exhibit B, and made a part hereof, located within the Florida East Coast Railway, L.L.C. right of way (the “ROW”) (collectively with any buildings, facilities and improvements currently or in the future located on the described property, the “Leased Premises”).

1.B Railway and BRIGHTLINE are Third Party Beneficiaries

The parties hereto agree and acknowledge that (i) Lessor, formerly known as FDG Flagler Station II LLC, which, in turn, was formerly known as FDG ROW Holdings LLC, and Florida East Coast Railway, L.L.C., successor by merger to Florida East Coast Railway Company (the “Railway”) entered into that certain First Amended and Restated Grant of Easements (the “Easement”) as recorded in Book 46741 Page 177 in current Public Records of Broward County, Florida, pursuant to which the Railway granted to Lessor certain rights with respect to the ROW, including the right to enter into this Lease, and (ii) the terms and conditions of the Easement require that the Railway and Brightline Trains LLC “BRIGHTLINE” (including its successors and assignors) shall be third party beneficiaries of this Lease due to the Railway’s and BRIGHTLINE’s continuing use of the ROW. Accordingly, by executing this Lease (with initials set forth below), Lessee agrees to abide by the terms and conditions set forth herein (including, without limitation, those terms and conditions that are for the benefit of the Railway and BRIGHTLINE) and that, in addition to the rights and remedies granted Lessor herein, the terms and conditions set forth herein shall be enforceable against Lessee by the Railway and BRIGHTLINE as third party beneficiaries. Further, unless requested otherwise by Lessor and excluding payments hereunder, a copy of each notice, request (including requests for consent) and/or delivery made by the Lessee hereunder to Lessor shall be simultaneously delivered to the Railway at c/o General Counsel, Florida East Coast Railway, L.L.C., 7411 Fullerton Street, Suite 300, Jacksonville, Florida 32256.

2. Term

The term of this Lease shall be from [Insert month, day & year] through [Insert month, day, & year] (the "Term"); provided, however, that Lessee shall have no right to possession of the Leased Premises until (a) the Security Deposit has been delivered to Lessor and, if the Security Deposit is in the form of a check, the Security Deposit shall not be deemed delivered to Lessor until that check has cleared the bank and funds have been credited to Lessor's account and (b) Lessee has provided Lessor with a certificate of insurance evidencing the insurance coverages Lessee is obligated to maintain pursuant to this Lease.

This Lease shall automatically renew after the expiration of the Term, for successive twelve (12) month renewal periods (the "Renewal Terms") unless terminated at least thirty (30) days before the expiration of the Term or Renewal Term, as the case may be, by furnishing written notice of termination to the other party. Unless Lessor indicates otherwise in writing, the covenants and conditions of this Lease in force during the Term, as the same may be modified from time to time, shall continue to be in effect during all Renewal Terms, except that the Base Rent (as hereinafter defined) for each Renewal Term shall be increased by five percent (5%) of the Base Rent for the term immediately preceding the Renewal Term or, upon 30 days notification to Lessee by Lessor prior to the termination of the Renewal Term, Lessor shall establish a new Base Rent in its sole discretion. Except as set forth in this paragraph 2, Lessee shall have no expectation of renewal and this Lease may be terminated in accordance with its terms regardless of the length of time Lessee has occupied the Leased Premises, or the construction by Lessee of any buildings, structures, works, paving, barricades or the placement of Lessee's personal property on the Leased Premises.

3. Rent

(a) Base Rent

During the Term of this Lease, the Lessee shall pay to Lessor [an/a] [annual/semi-annual/quarterly/monthly] rent in advance on or before the 1st day of each term [year/half-year/quarter/month] plus all sales or use taxes levied by any governmental body for the use or occupancy of the Leased Premises ("Sales and Use Tax"), as set forth below ("Base Rent"):

Effective Date

Base Rent

Base Rent and Additional Rent (as hereinafter defined) shall be paid to Lessor at FEC ROW LLC, P.O. Box 744305, Atlanta, Georgia 30374, or as otherwise indicated on the applicable invoices. The requirement to pay Base Rent, Additional Rent and other payments shall survive expiration or termination of this Lease until all Lessee's Property (as defined in paragraph 14 hereof) is removed from the Leased Premises in accordance with this Lease and the requirements of paragraph 14 of this Lease are met.

(b) Additional Charges

If Lessee's presence or activities on the Leased Premises causes Lessor to incur costs for cleaning, trash removal, inspections, or like expenses, Lessee agrees to pay such cost to Lessor on demand, the amount of such costs incurred by Lessor. Notwithstanding the foregoing, Lessee will pay on demand the greater of the actual inspection costs or \$350.00 for any inspection conducted by Lessor or its agents (including representatives of the Railway and BRIGHTLINE) on the Leased Premises the results of which show, in Lessor's sole determination, a violation of this Lease or any federal, state or municipal law or regulation. Lessee shall also pay on demand the greater of the actual inspection costs or \$350.00 for any follow-up inspections related to the violation.

(c) Late Charge

If any Base Rent or other payment due under this Lease is not received by Lessor within ten (10) days of the due date of such payment, Lessee shall pay, in addition to such payment a late charge equal to the greater of five percent (5%) of the payment which is past due or Two Hundred Fifty and No/100 Dollars (\$250.00). If any payment due from Lessee shall remain overdue for more than ten (10) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the lesser of eighteen percent (18%) per annum or the highest rate permitted by law. Interest on the past due amount shall be in addition to and not in lieu of the five percent (5%) late charge or any other remedy available to Lessor hereunder, at law and/or in equity.

(d) Additional Rent

All charges payable by Lessee under the terms of this Lease other than Base Rent, including, without limitation, Sales and Use Tax, and charges, expenses, costs or payments due pursuant to Paragraphs 3(b), 3(c), 4(a), 4(b), 4(c) and 4(d) of this Lease are called "Additional Rent." Unless this Lease provides otherwise, all Additional Rent shall be paid with the next [annual/semi-annual/quarterly/monthly] installment of Base Rent and shall include all applicable sales or use taxes. The term "Rent" shall mean Base Rent and Additional Rent.

4. Utility Charges, Taxes, Document Stamps

(a) Utility Charges

All charges on the Leased Premises for all utilities, including but not limited to water, electricity, telephone, gas, heat, storm water, and sewers and for taxes on Lessee's improvements shall be paid by the Lessee within ten (10) days after date of invoice.

(b) Ad Valorem Taxes

Lessee agrees to pay, within thirty (30) days after presentation unto Lessee by Lessor, bills for all special assessments, ad valorem taxes and any other taxes of whatsoever kind or nature levied by the United States of America, State of Florida, any county, municipality or special taxing district organized and existing under the laws of the State of Florida, upon any of

the Leased Premises on a pro-rated basis. All taxes and special assessments, payable on an annual basis, are to be pro-rated by the parties hereto for the year during which this Lease is made, as well as the year in which the same may be terminated.

(c) Document Stamps

Lessee shall pay any necessary documentary stamp taxes required to be affixed to this Lease under the laws of the United States of America, the State of Florida, or both.

(d) Sales and Use Tax, Personal Property Tax

Lessee will pay all Sales and Use Taxes and all personal property taxes that may be levied or assessed against the personal property of the Lessee.

5. As Is, Maintenance

LESSOR MAKES NO WARRANTY, REPRESENTATION OR UNDERTAKING, EXPRESSED OR IMPLIED AS TO THE CONDITION OF THE LEASED PREMISES and Lessee, at its sole cost and expense, hereby agrees to put the Leased Premises in such condition for its proposed use and to maintain them in their entirety. The Leased Premises is leased as it currently exists in an AS IS condition and the Lessee, who has inspected the Leased Premises prior to entering into this Lease, accepts the Leased Premises AS-IS and shall henceforth be responsible for any and all repairs and maintenance to the land and any buildings, facilities and improvements located thereon. Lessee shall, at its sole cost and expense, obtain any required permits and consents and perform all work required for the preparation of the Leased Premises for occupancy by Lessee, in the absence of any special provision herein contained to the contrary, and Lessee does hereby accept the Leased Premises as now being in fit and leaseable condition for all purposes of Lessee.

Lessee will keep the Leased Premises free and clear of any and all trash, brush and debris of any kind, so as to prevent the trash, brush and debris from becoming dangerous, inflammable or objectionable. Lessor shall have no duty to inspect or maintain any of the Leased Premises during the term of this Lease.

Lessee shall have no claim of any kind or description for damages to goods, wares, personal property or merchandise on the Leased Premises from any cause whatsoever, INCLUDING FIRE, STORM, CASUALTY OR ACT OF GOD, OR NEGLIGENCE OF LESSOR, THE RAILWAY, OR BRIGHTLINE UNLESS CAUSED BY THE WILLFUL OR INTENTIONAL ACTS OF LESSOR, THE RAILWAY, OR BRIGHTLINE.

6. Lessee's Compliance With Law

(a) Zoning and Use Regulation

Lessee will release Lessor from any loss, claim or damage which Lessee may sustain arising directly or indirectly by reason of either existing or future zoning or other regulations promulgated by any governmental agency which may adversely affect use by Lessee

of the Leased Premises. Lessee shall assume all responsibility for procuring or complying with any ordinance, resolution, order, permit, consent or other such regulation, promulgated by any governmental agency whatsoever, for building or otherwise, required for the use of the Leased Premises or for the construction of any facilities upon the Leased Premises. Lessee shall indemnify, defend and hold harmless Lessor, BRIGHTLINE and the Railway from any loss, claim or damage suffered by Lessor, BRIGHTLINE or the Railway for Lessee's failure to properly and completely perform this responsibility,

(b) Other Regulation

Lessee shall comply with all 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 premises, and shall indemnify Lessor, BRIGHTLINE and the Railway against all fines, penalties, expense, damages and costs for violation thereof. Lessee is solely responsible for obtaining any and all federal, state and local licenses, permits, or other authority for its use of the premises and shall indemnify and hold harmless Lessor, BRIGHTLINE and the Railway against all fines, penalties, expenses, damage and costs for violation of or failure to comply with any federal, state or local laws or regulations. The provisions of this Paragraph 6 shall survive the expiration or any termination of this Lease.

7. Hazardous Materials

Lessee will prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Leased Premises except that Hazardous Materials may be used in the Leased Premises as necessary for the customary maintenance of the Leased Premises provided that same are used, stored and disposed of in the ordinary course of business in strict compliance with applicable laws. For purposes of this provision, the term "Hazardous Materials" will mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any federal, state or local laws.

If Lessee's activities at the Leased Premises or Lessee's use of the Leased Premises (a) results in a release of Hazardous Materials that is not in compliance with applicable laws or permits issued thereunder; (b) gives rise to any claim or requires a response under common law or applicable laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then Lessee shall, at its sole cost and expense: (i) immediately provide verbal notice thereof to Lessor (with a follow-up of written notice to Lessor in the manner required by this Lease), which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken; and (i) promptly take all action in response to such situation required by applicable laws, provided that Lessee shall first obtain Lessor's approval of the non-emergency remediation plan to be undertaken. The provisions of this Paragraph 7 shall survive the expiration or any termination of this Lease.

8. Inspection and Access by Railway and BRIGHTLINE

Lessor shall have the right, at reasonable times and upon reasonable prior notice to Lessee, to enter the Leased Premises for the purpose of examining and inspecting the condition of the Leased Premises and to evaluate Lessee's compliance with the terms and conditions of this Lease. The Lessee agrees and acknowledges that Lessor intends to consult with the Railway and BRIGHTLINE to confirm whether or not Lessee's use of the Leased Premises is in compliance with the terms of this Lease, and upon the written request of Lessor, Lessee shall work directly with the Railway and/or BRIGHTLINE to resolve any non-compliance issues identified by the Railway and/or BRIGHTLINE. In accordance with the foregoing, each of Lessor, BRIGHTLINE and the Railway shall have the right at all times to enter the Leased Premises without prior notice to Lessee and take action in the event of any emergency affecting the Leased Premises, including but not limited to leakage of Hazardous Materials or other materials from or onto the Leased Premises, the detection of odors that appear to be coming from the Leased Premises, suspected illegal activity on or use of the Leased Premises for like activities or events. Lessee hereby releases and holds Lessor, BRIGHTLINE and the Railway harmless from any action taken by Lessor, BRIGHTLINE and/or the Railway to access the Leased Premises under the conditions set forth herein and/or to control or respond to any emergency affecting the Leased Premises.

9. Signs

Lessee shall not place any signs on the Leased Premises except with the prior written consent of the Lessor, including consent as to location and design, which may be withheld in Lessor's sole discretion. Any and all such approved signs shall be installed and shall be maintained by Lessee, at its sole cost and expense and shall be in compliance with all applicable laws. Lessee shall be responsible to Lessor for the installation, use, or maintenance of said signs and any damage caused thereby. Any signs on the Leased Premises shall be considered part of Lessee's Property for purposes of Paragraph 14 hereof and Lessee shall remove said signs in accordance with same prior to termination or expiration of the Lease.

10. INDEMNIFICATION

A. Indemnification

Lessee hereby agrees to indemnify, defend and hold harmless Lessor, BRIGHTLINE and the Railway from and against any and all liability for any loss, injury or damage, including, without limitation, damage to the Leased Premises or to Lessee's property, consequential damage, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Lessor, BRIGHTLINE and/or the Railway, as applicable, by any person whomsoever that occurs on or in (i) the Leased Premises, or (ii) any lands, buildings, structures, access areas or the like adjacent to the Leased Premises, as a result of or arising from or related in any way to the acts or failure to act of Lessee, its employees, agents or contractors, including any failure to comply with the terms and conditions of this Lease, or the presence of Lessee, its employees, agents or contractors, or the property of any of the same, on the Leased Premises or adjacent areas, and REGARDLESS OF THE CAUSE AND REGARDLESS OF WHETHER ATTRIBUTABLE TO THE FAULT, FAILURE OR NEGLIGENCE OF LESSOR, BRIGHTLINE AND/OR THE

RAILWAY. The commercial liability insurance that Lessee is required to carry pursuant this Lease shall include coverage of the foregoing contractual indemnity. The provisions of this paragraph 10.A. shall survive the expiration or any termination of this Lease.

B. Lessee's Insurance

Lessee will throughout the Term and any Renewal Terms (and any other period when Lessee is in possession of the Leased Premises or has failed to comply with the requirements of paragraph 14 of this Lease) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Leased Premises, in the amounts specified with deductible amounts reasonably satisfactory to Lessor:

(1) Commercial General Liability Insurance. Commercial general liability ("CGL") insurance covering claims arising from personal injury, death and property damage with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and insuring against legal liability of the insured with respect to the Leased Premises or arising out of the maintenance, use or occupancy thereof. The CGL policy shall include contractual liability coverage of all such liabilities arising pursuant to this Lease.

(2) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance with a limit of not less than \$1,000,000.00 per occurrence for bodily injury, \$500,000.00 per person and \$100,000.00 property damage or a combined single limit of \$1,000,000 for both owned and non-owned vehicles.

(3) Excess Liability Insurance. Lessee shall also carry and maintain umbrella liability insurance with a limit of not less than \$4,000,000.00 per occurrence.

(4) Property Insurance. None.

(5) Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance covering all employees of Lessee, as required by the laws of the State of Florida and Employers' Liability coverage subject to a limit of no less than \$500,000 each employee, \$500,000 each accident, and \$1,000,000 policy limit.

(6) Policy Form. All policies referred to above shall: (i) be taken out with insurers licensed to do business in Florida having an A.M Best's rating of A-, Class IX, or otherwise approved in advance by Lessor; (ii) name Lessor, BRIGHTLINE and the Railway as additional insured; (iii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to Lessor, BRIGHTLINE and the Railway or any mortgagee; (iv) have all railroad exclusions removed, and (v) contain an obligation of the insurers to notify Lessor, BRIGHTLINE and the Railway by certified mail not less than thirty (30) days prior to any material change, cancellation, or termination of any such policy. Certificates of insurance on Lessor's standard form or, if required by a mortgagee, copies of such insurance policies certified by an authorized officer of Lessee's insurer as being complete and current, shall be delivered to Lessor prior to Lessee's use of the Leased Premises hereunder and promptly upon request. If Lessee fails to deliver the required certificates or certified policies, fails to take out or to keep in force any

insurance required hereunder, or should any such insurance not be approved by Lessor or any mortgagee, then Lessor has the right, without assuming any obligation in connection therewith, to procure such insurance at the sole cost of the Lessee, and all outlays by Lessor shall be paid by the Lessee to Lessor without prejudice to any other rights or remedies of Lessor under this Lease. Lessee shall not keep or use in the Leased Premises any article that may be prohibited by any fire, casualty or other insurance policy in force from time to time covering the Leased Premises. Lessee agrees and acknowledges that Lessor intends to consult with the Railway and BRIGHTLINE to confirm whether or not the insurance maintained by Lessee is in compliance with the terms of this Lease, and upon the written request of Lessor, Lessee shall work directly with the Railway and/or BRIGHTLINE to resolve any non-compliance issues identified by the Railway and/or BRIGHTLINE.

C. Claims Handling

If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

11. Purpose of Lease

The premises shall be used only for the purpose of **[Insert description of use]**.

12. No Interference with Railway and/or BRIGHTLINE Operations, Reservation of Rights

The Lessee's use and/or maintenance of the Leased Premises shall not in any way, or at any time, interfere with or obstruct the use of the Leased Premises or of the ROW by Lessor, BRIGHTLINE or the Railway or their respective agents, employees, patrons or assigns. The Lessee will not discharge surface water upon any portion of the ROW or any of the Railway's or BRIGHTLINE's property and/or railroad tracks and Lessee hereby expressly releases Lessor, BRIGHTLINE and the Railway from liability for any surface water flowing across the ROW. Lessee further agrees not to alter the Leased Premises so as to cause water to drain or flow onto the ROW or any of the Railway's or BRIGHTLINE's property nor so as to cause an undermining of the ROW or any adjacent property.

Lessee shall notify Lessor before performing any work on the Leased Premises. Notification shall be made to FEC ROW LLC, Attn: Craig Olson, 7411 Fullerton Street, Suite 301, Jacksonville, Florida 32256. Lessee agrees and acknowledges that Lessor intends to consult with the Railway and BRIGHTLINE to confirm whether or not the Railway and/or BRIGHTLINE objects to any such work, and upon the written request of Lessor, Lessee shall work directly with the Railway and/or BRIGHTLINE to resolve any issues identified by the Railway and/or BRIGHTLINE with respect to such work.

If Railway or BRIGHTLINE requires a railway watchman or flagman be present while work is performed on the Leased Premises, the Railway or BRIGHTLINE will provide such watchman or flagman at Lessee's sole cost and expense.

Lessee shall not have or assert any claim or demand whatsoever for compensation or damages to the Leased Premises 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 the Railway's or BRIGHTLINE's railroad, their respective operations or which may be caused by vibration resulting from the operation of said railroad and Lessee releases Lessor, BRIGHTLINE and the Railway from any liability for any such damage.

Unless specifically set forth in this Lease, no right of way, expressed or implied, over the ROW is granted by this Lease.

It is understood between the parties hereto that Lessor reserves unto itself, its successors, permittees, licensees, or other persons, the right to construct and maintain other facilities, including but not limited to pipelines and/or communication cables, over, under and across the Leased Premises, and further, that Lessee shall take no measures to interfere with the construction or maintenance of said facilities and shall at all times allow ingress and egress to the Leased Premises by Lessor, BRIGHTLINE, the Railway and their respective successors, permittees, licensees or other persons provided that such shall not unreasonably interfere with Lessee's use of the Leased Premises in accordance with the terms hereof.

Lessee acknowledges that the Leased Premises may contain fiber optic communication systems, railway signal and train control cables and other utilities. Prior to any digging or subgrade work on the leased premises, Lessee must notify Lessor and call SUNSHINE for utility locations at 1-800-432-4770 and the Railway Signal Department at 1-800-342-1131 ext. 2377 for signal and train control cable locations. Proper notification is required for cable locations and field inspections to protect against damages.

13. Termination

Either party may, in its discretion, for any reason whatsoever, terminate this Lease at any time by the giving of 30 days prior written notice to the other party. Notwithstanding the foregoing, until the requirements of Paragraph 14 of this Lease are met by Lessee, such termination shall not in any way release Lessee from any of its obligations under this Lease, including but not limited to Lessee's obligations to pay Rent and other charges and fees and maintain insurance, each in accordance with the terms and conditions of this Lease.

14. Condition of Premises on Termination

The Lessee shall not mutilate, damage, misuse, or alter, the Leased Premises, but shall keep the same in good condition and repair. Any and all repairs, alterations or improvements made on the Leased Premises by Lessor at Lessee's request shall be at Lessee's sole cost and expense unless otherwise expressly agreed in writing.

Except as otherwise set forth herein, upon the termination or expiration of the Lease, Lessee shall surrender the Leased Premises to Lessor in condition acceptable to Lessor. Prior to termination or expiration of this Lease, Lessee shall properly remove all trash, debris, and other waste materials from the Leased Premises. If Lessee is not then in default and if the personal

property of Lessee on the Leased Premises (the "Lessee's Property") is not then subject to any other rights, liens or interests of Lessor or if removal is not prohibited by law, Lessee shall also properly remove Lessee's Property prior to termination or expiration of this Lease. If Lessee is in default or Lessee's Property is subject to any other rights, liens or interest of Lessor, then Lessee shall remove only such of Lessee's Property as Lessor shall direct. In addition, if Lessor so directs Lessee shall remove any other property on the Leased Premises, whether such property was placed on the Leased Premises by Railway, BRIGHTLINE, Lessor or others and whether it was placed on the Leased Premises prior to or during the Lease term (the "Additional Property"). In no event, however, shall Lessee remove any of the following materials or equipment unless Lessor directs otherwise in writing: any power wiring or power panels; lighting or lighting fixtures; millwork and cabinetry; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners, or any other heating or air conditioning equipment; fencing or security gates; plumbing fixtures, water fountains; or other similar building operating equipment and decorations, structures, foundations, concrete, asphalt or fencing (collectively, "Fixtures"). Should Lessor direct Lessee to remove any or all of the Fixtures, whether such Fixtures were placed on the Leased Premises by Lessee, Railway, BRIGHTLINE, Lessor or others prior to or during the Lease term, Lessee shall properly remove such Fixtures prior to termination or expiration of this Lease. The removal of Lessee's Property, the Additional Property and the Fixtures shall be at Lessee's sole cost and expense. Lessee shall repair, at Lessee's expense, any damage to the Leased Premises caused by the removal of any of Lessee's Property, the Additional Property or the Fixtures. If Lessee fails to remove Lessee's Property, the Additional Property or the Fixtures, in addition to the payment requirements set forth in paragraph 3 hereof, at Lessor's option all or part of Lessee's Property, the Additional Property and/or the Fixtures will become the property of Lessor and/or at Lessor's option, Railway or BRIGHTLINE may cause removal of all or part of Lessee's Property, the Additional Property and/or the Fixtures from the Leased Premises and/or storage thereof. The reasonable cost or expense of removal and/or storage of any of Lessee's Property, Additional Property or Fixtures shall be paid by Lessee to Lessor forthwith upon demand for same.

15. Lessee Improvements

Lessee will not erect or cause to be erected any building or other structure, and will not make or allow to be made any alterations in or to the Leased Premises, including, without limitation, the planting or installation of any trees, plants, shrubbery or other vegetation (collectively, the "Alterations") without first obtaining the written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion. Lessor may require Lessee to provide demolition and/or lien and completion bonds in form and amount satisfactory to Lessor. All Alterations shall be accomplished in a good and workmanlike manner at Lessee's sole expense, in conformity with all applicable laws by a licensed and bonded contractor approved in advance by Lessor, such approval of contractor not to be unreasonably withheld. All contractors working on Alterations shall carry workers' compensation insurance, commercial general liability insurance, automobile insurance and excess liability insurance in amounts reasonably acceptable to Lessor and shall deliver a certificate of insurance evidencing such coverages to Lessor prior to commencing work on the Leased Premises. Upon completion of any such work, Lessee shall provide Lessor with "as built" plans, copies of all construction contracts and/or landscape contracts, and proof of payment for all labor and materials. All legal and consulting'

fees and expenses incurred by Lessor in connection with Lessee's improvement plans and/or landscape plans, pursuant to this paragraph, together with any legal and consulting' fees and disbursements incurred in the review of any improvement plans, landscape plans, "as-built" plans, construction contracts, landscape contracts or any other documentation, will be paid by Lessee within thirty (30) days of invoice for payment thereof, as Additional Rent. Any Alterations to the Leased Premises made by or installed by either party hereto will remain upon and be surrendered with the Leased Premises and become the property of Lessor upon the expiration or earlier termination of this Lease without credit to Lessee; provided, however, Lessor, at its option, may require Lessee to remove or repair any Alterations to restore the Leased Premises to the condition existing at the time Lessee took possession, with all costs of removal, repair, restoration, or alterations, including, without limitation, removal of any trees, plants, shrubbery and vegetation to be borne by Lessee. This clause will not apply to moveable equipment, furniture moveable trade fixtures, or other personal property owned by Lessee, which shall be considered Lessee's Property for purposes of paragraph 14 and shall be removed by Lessee in accordance with Paragraph 14. Lessee 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 the Leased Premises or any portion thereof or any portion of the ROW. Lessee will promptly cause any such liens or claims to be released by payment, bonding or otherwise, but in any event not more than thirty (30) days after request by Lessor, and will indemnify Lessor, BRIGHTLINE and the Railway against losses arising out of any such claim including, without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT LESSOR, BRIGHTLINE AND THE RAILWAY WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO LESSEE, OR TO ANYONE HOLDING THE PREMISES THROUGH OR UNDER LESSEE, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF LESSOR BRIGHTLINE AND/OR THE RAILWAY IN THE PREMISES. LESSEE WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY LESSEE PROVIDING LABOR, SERVICES OR MATERIAL TO THE LEASED PREMISES.

Lessee agrees and acknowledges that Lessor intends to consult with the Railway and BRIGHTLINE to confirm whether or not the Railway and/or BRIGHTLINE objects to any proposed Alterations, and upon the written request of Lessor, Lessee shall work directly with the Railway and/or BRIGHTLINE to resolve any issues identified by the Railway and/or BRIGHTLINE with respect to any such proposed Alterations.

16. Assignment

Lessee will not assign this Lease, in whole or in part, or sublease the Leased Premises, in whole or in part, without the prior written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion, and in no event will Lessee be released from any obligation or liability under this Lease following any such assignment or sublease. Along with Lessee's request to Lessor to assign this Lease or sublease the Leased Premises, Lessee shall provide, along with any other information and documentation that Lessor may request, a copy of the proposed assignment or sublease. No assignee or sublessee of the Leased Premises or any portion thereof, may further assign or sublease its interest in the Leased Premises or any portion

thereof. All legal fees and expenses incurred by Lessor in connection with the review by Lessor of Lessee's requested assignment or sublease pursuant to this paragraph, together with any legal fees and disbursements incurred in the preparation and/or review of any documentation, will be paid by Lessee within thirty (30) days of invoice for payment thereof, as Additional Rent, but in no event, prior to execution by Lessor of the Assignment. If the rent due and payable by any assignee or sublessee under any permitted assignment or sublease exceeds the Base Rent payable under this Lease for such space, Lessee will pay to Lessor all such excess rent and other excess consideration within ten (10) days following receipt thereof by Lessee.

17. INTENTIONALLY OMITTED

18. Care Around Tracks

Lessee shall adopt, monitor and enforce reasonable rules and regulations for the conduct of Lessee's employees, patrons, agents and contractors (including employees thereof) or any other persons using the Leased Premises to protect them from injury while on, about or near any track on or adjoining the Leased Premises and/or the ROW.

19. Destruction or Damage to Leased Premises

If the Leased Premises (which shall not include Lessee's Property or property of a third party) are at any time materially damaged or destroyed by fire or other Acts of God preventing all use of the Leased Premises by Lessee for the purposes set forth in this Lease and the extent of such damage or destruction does not in any way result or arise from the acts or failure to act of Lessee, its employees, agents, invitees, visitors, customers, assignees, sublessees, contractors or subcontractors, Lessor shall have sixty (60) days from such damage or destruction to determine in its sole discretion and inform Lessee whether Lessor will restore the Leased Premises (excluding any Alterations and/or other improvements constructed by Lessee) to substantially the condition that existed immediately prior to the occurrence of the casualty. If Lessor determines not to restore the Leased Premises, it will notify Lessee and Lessee's sole remedy shall be to terminate the Lease upon 30 days prior written notice to Lessor. If Lessor elects to restore the Leased Premises (excluding any Alterations and/or other improvements constructed by Lessee), it will give Lessee its reasonable estimation of the time it will take to restore the Leased Premises. If in Lessor's reasonable estimation, the Leased Premises cannot be restored within two hundred forty (240) days of such damage or destruction, then either party may terminate this Lease by written notice to the other party. Subsequent to Lessor's determination to restore the Leased Premises as set forth herein, and until such restoration of the Leased Premises is complete, there shall be an abatement of the Base Rent. If all or part of the Leased Premises may be used by Lessee for the purposes set forth in this Lease during the period of such restoration, there will be no abatement of Base Rent. In addition, if the damage or destruction was caused by or increased in any way by the acts or failure to act of Lessee, its employees, agents, invitees, visitors, customers, assignees, sublessees, contractors or subcontractors, then Lessee shall be solely responsible for promptly returning the Leased Premises to their former condition and there will be no abatement of Base Rent.

20. Default

(a) DEFAULT. The following will be events of default by Lessee under this Lease:

(1) Failure to pay when due any installment of Rent or any other payment required pursuant to this Lease;

(2) Failure to deliver, maintain and/or timely restore the Security Deposit required under this Lease;

(3) Failure to obtain and maintain the insurance required under this Lease;

(4) The filing of a petition for bankruptcy or insolvency under any applicable federal or state bankruptcy or insolvency law; an adjudication of bankruptcy or insolvency or an admission by Lessee that it cannot meet its financial obligations as they become due, or the appointment of a receiver or trustee for all or substantially all of the assets of Lessee; the foregoing shall also apply to any guarantor of this Lease (a "Guarantor"), if any;

(5) A transfer in fraud of creditors or an assignment for the benefit of creditors, by Lessee or any Guarantor;

(6) Any act which results in a lien being filed against all or a portion of the Leased Premises or the ROW;

(7) The liquidation, termination or dissolution of Lessee or any Guarantor of this Lease, or, if Lessee or any Guarantor is a natural person, the death of Lessee or such Guarantor; and

(8) Failure to cure any breach or default of any provision of this Lease (excluding any provision dealing with payment of Rents or any other payments hereunder and/or any other provisions dealing with the matters contemplated by subsections (1)-(7) above) within 20 days after written notice thereof to Lessee.

(b) REMEDIES. In the event of any default hereunder by Lessee, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, Lessor shall have the following rights and remedies, which are cumulative and not alternative:

(1) Lessor may terminate this Lease by notice to Lessee and retake possession of the Leased Premises for Lessor's account. Lessee shall then quit and surrender the Leased Premises to Lessor in accordance with the requirements of this Lease. Lessee's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder, including to the extent legally permissible, payment of all Rent and other charges until the date this Lease would have expired had such termination not occurred and the surrender of the Leased Premises in accordance with the requirements of this Lease. If Lessor so elects, Rent may be accelerated and Lessee shall pay Lessor damages in the amount of any and all sums that would have been due for the remainder of the Initial Term and/or any Renewal Term.

(2) Lessor may enter the Leased Premises as agent of the Lessee to take possession of any property of the Lessee on the Leased Premises, to store such property at the expense and risk of Lessee or to sell or otherwise dispose of such property in such manner as Lessor may see fit without notice to Lessee. Lessor shall not be liable in any way in connection with its actions pursuant to this section, to the extent that its actions are in accordance with applicable law.

(3) Lessor may relet all or any part of the Leased Premises for all or any part of the unexpired portion of the term of this Lease or for any longer period, and may accept any Rent then attainable; grant any concessions of Rent, and agree, at Lessee's expense, to paint or make any special repairs, alterations, and decorations for any new lessee as it may deem advisable in its sole and absolute discretion. Lessor shall be under no obligation to relet or to attempt to relet the Leased Premises greater than that imposed by applicable law.

(4) Lessor may remedy or attempt to remedy any default of the Lessee under this Lease for the account of the Lessee and Lessor (and its agents and/or representatives) may enter upon the Leased Premises for such purposes. No notice of Lessor's intention to perform such covenants need be given. Lessor shall not be liable to Lessee for any loss or damage caused by acts of Lessor in remedying or attempting to remedy such default and Lessee shall pay to Lessor all expenses incurred by Lessor in connection with remedying or attempting to remedy such default. Any expenses incurred by Lessor shall accrue interest from the date of payment by Lessor until repaid by Lessee at the highest rate permitted by applicable law.

(c) COSTS.

Lessee shall pay to Lessor on demand all costs incurred by Lessor, including reasonable attorneys' fees and costs, (whether incurred in preparation for or at trial, on appeal, or in bankruptcy), incurred by Lessor in enforcing any of the obligations of Lessee under this Lease. In addition, upon any default by Lessee, Lessee shall also be liable to Lessor for the expenses incurred by Lessor in connection with re-entering the Leased Premises, reletting the Leased Premises and putting the Leased Premises into the condition necessary for such reletting (including attorneys' fees and disbursements, marshall's fees, and brokerage fees, in so doing), and any other expenses reasonably incurred by Lessor.

(d) WAIVER.

No delay or omission by Lessor in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

(e) DEFAULT BY LESSOR.

In the event of any default by Lessor of any material term of this Lease, Lessee will give Lessor written notice specifying such default with particularity, and Lessor shall have a period of thirty (30) days following the date of such notice in which to commence the appropriate cure of such default. If Lessor fails to commence and diligently pursue the appropriate cure of such

default after such notice or complete same within a reasonable period of time, Lessee may terminate this Lease upon written notice to Lessor. Notwithstanding any provision of this Lease, Lessor shall not at any time have any personal liability under this Lease, and Lessee's sole remedy with respect thereto shall be termination of the Lease.

21. Hold Over

If Lessee remains in possession of the Premises after expiration of the Term without Lessor's written consent and without any express written agreement between the parties on an extension of the Term, Lessee shall be a tenant at sufferance as provided in § 83.04, Florida Statutes, and such tenancy shall be subject to the provisions thereof, except that Base Rent during the holdover period shall be one hundred fifty percent (150%) of the final payment of Base Rent in effect during the final month of the Term. Nothing in this paragraph shall be construed as the consent of Lessor to Lessee's possession of the Premises after the expiration of the Term. In addition to and not limiting any other rights or remedies which Lessor may have on account of Lessee holding over without written consent of Lessor, Lessee shall be liable for any and all direct and consequential damages incurred by Lessor on account of such unapproved holding over including claims by tenants entitled to future possession.

22. Condemnation

If all or a portion of the Leased Premises shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this Lease, at the option of Lessor, shall forthwith terminate and the Lessee shall have no claim or interest in or to any award of damages for such taking.

23. Quiet Enjoyment

If Lessee pays the Rent and all other charges and fully performs all of its obligations under this Lease, Lessee shall be entitled to peaceful and quiet enjoyment of the Leased Premises for the full term without interruption or interference by Lessor or any person claiming through Lessor.

24. No Waiver or Modification

None of the provisions hereof shall be waived or modified, except by mutual agreement, in writing, and no alleged verbal or written inducement prior to execution nor subsequent verbal waiver, or modification, shall be binding under any circumstances. This Lease constitutes the entire understanding of the parties and neither the failure of Lessor to enforce each and every provision, nor any course of conduct by Lessor shall be considered as a waiver of these provisions.

25. Successors and Assigns

The provisions hereof shall be binding upon and inure to the benefit of the successor, executors, administrators and permitted assigns of the respective parties.

26. Special Notice Regarding Radon Gas

Lessee is hereby notified that radon gas is a naturally occurring radioactive gas that, when accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in the State of Florida. Lessee is further notified that additional information regarding radon gas, and the testing for radon gas, may be obtained from the Public Health Units of the various counties.

27. Restrictions

Lessee agrees that no plants, shrubbery, trees or other vegetation that would obstruct the view of motor vehicles or train crews using a crossing at grade, or interfere with the operation of trains, will be placed on the Leased Premises. In addition to the above restriction, no plants, shrubbery, trees or other vegetation having a height of more than two (2) feet will be placed within two hundred and fifty (250) feet of any at grade street crossing, and if such vegetation exceeds two (2) feet in height, Lessor, BRIGHTLINE or the Railway may trim such vegetation to a two (2) foot height at Lessee's expense. Plants, shrubbery, trees or other vegetation shall be trimmed by Lessee so as to maintain a distance from the centerline of the nearest track of twenty-five (25) feet and if such vegetation is closer than twenty-five (25) feet from the centerline of the nearest track, Lessor, BRIGHTLINE or the Railway may trim or remove such vegetation so that no vegetation is within twenty-five (25) feet of the centerline of the nearest track at Lessee's expense. This restriction in no way limits the indemnification requirements set forth in this Lease. Also, no plants, shrubbery, trees or other vegetation of a hazardous or noxious nature that might produce injury to any person coming in contact with said plants, shrubbery, trees or other vegetation will be placed upon the Leased Premises, the ROW or any adjacent property by Lessee. The placement of any wells by Lessee on the Leased Property, the ROW or any adjacent property is strictly prohibited.

28. Notices

Any notice, request or communication (a "Notice") to be given or to be served upon any party hereunder, in connection with this Lease, must be in writing and must be given by certified or registered mail and shall be deemed to have been given and received when a certified or registered letter, containing such Notice, properly addressed, with postage prepaid, is deposited in the U.S. Mail; or, if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such Notices shall be addressed to the parties herein at the following addresses:

TO LESSOR:

Craig Olson, Vice President
7411 Fullerton Street, Suite 301
Jacksonville, Florida 32256

WITH A COPY

TO RAILWAY: General Counsel
Florida East Coast Railway, L.L.C.
7411 Fullerton Street, Suite 300
Jacksonville, Florida 32256

TO LESSEE: [Insert Lessee's Name & Address]

WITH A COPY TO: [Insert Name & Address, if required]

Any Notice hereunder shall also be made or given to the extent required by Section 1B hereof.

29. Governing Law

This Lease shall be governed by the laws of the State of Florida. In the event any suit, action or proceeding is brought by either party with respect to this Lease, such action, suit or proceeding shall be brought in any federal or state court located in Duval County, Florida.

30. Cancel and Supersede

As of the date of this Lease, this Lease supersedes that certain Lease Agreement by and between the parties hereto dated [Insert Date or N/A].

31. Illegality

If any provision of this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

32. Security Deposit

Upon the execution of this Lease by Lessee, and prior to the execution of this Lease by Lessor, Lessee shall remit to Lessor a security deposit in the amount of [Insert Deposit Amount] in cash or certified check or cashiers check (the "Security Deposit"). The Security Deposit represents security for the faithful performance and observance by Lessee of each and every term of this Lease. Lessor may apply all or part of the Security Deposit to any unpaid Rent as set forth in paragraph 3 of this Lease or any other charges due from Lessee under this Lease, or to cure any other default of Lessee. The Security Deposit shall not constitute liquidated damages. If Lessor uses any part of the Security Deposit, Lessee shall restore the Security Deposit to its full amount within ten (10) days after notice from Lessor. No interest shall accrue to or for the benefit of Lessee on the Security Deposit. Lessor shall not be required to keep the Security Deposit separate from its other accounts, and no trust relationship is created with respect to the Security Deposit. Lessor shall not be obligated to return the Security Deposit to Lessee upon the expirations or earlier termination of the Lease unless and until all of the following events occurs: (i) the payment in full of all Rent and other chargers due pursuant to the Lease and (ii) compliance with the terms and conditions of Sections 14 and 15 hereof including, without limitation, the repair of any and all damage to the Leased Premises.

Signed, sealed and delivered

in the presence of:

Witness as to Lessor

Witness as to Lessor

FEC ROW LLC

A Florida Limited Liability Company

By: _____ (SEAL)

Title: _____

Date of Execution: _____

[NAME OF LESSEE]

By: _____ (SEAL)

Title: _____

(Print Name) _____

Witness as to Lessee

(Print Name) _____

Witness to Lessee

(Print Name) _____

Date of Execution: _____

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PREMISES

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

<hr/>)	
MARTIN COUNTY, FLORIDA, <i>et al.</i> ,))	
<i>Plaintiffs,</i>))	
))	
v.))	Civil Action No. 1:18-cv-00333-CRC
))	
U.S. DEPT. OF TRANSPORTATION, <i>et al.</i> ,))	
<i>Defendants.</i>))	
<hr/>))	

JOINT STIPULATION OF DISMISSAL WITH PREJUDICE

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), the Plaintiffs, Defendants, and Intervenor AAF Holdings LLC hereby stipulate to the dismissal of this action with prejudice, with each party to bear its own attorneys’ fees and costs.

Respectfully submitted on November __, 2018

/s/ Stephen M. Ryan
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 ctaub@steptoe.com

*Attorneys for Intervenor
AAF Holdings LLC*

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RESOLUTION 2018-__

A RESOLUTION OF THE INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE EXECUTION OF THE SETTLEMENT AGREEMENT WITH BRIGHTLINE TRAINS, LLC AND AUTHORIZING THE COUNTY ATTORNEY TO MODIFY NON-SUBSTANTIVE TERMS OF THE SETTLEMENT AGREEMENT AND ACCEPT MODIFIED EXHIBITS, AS NEEDED, TO FINALIZE THE SETTLEMENT AGREEMENT PRIOR TO EXECUTION BY THE CHAIR.

WHEREAS, on November 20, 2018, the Indian River County Board of County Commissioners (“BOCC”) in a public meeting considered approval of a Settlement Agreement with Brightline Trains, LLC in the civil action styled *Martin County, et al. v. U.S. Department of Transportation, et al.*, Case No. 1:18-cv-00333-CRC, United States District Court for the District of Columbia (the “Federal Litigation”); and

WHEREAS, the BOCC recognizes that it is in the best interest of Indian River County to resolve the Federal Litigation pursuant to the terms of the Settlement Agreement, which will, among other things, provide additional safety enhancements, as well as defray costs for road crossing maintenance for years to come.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA THAT:

1. The Indian River County Board of County Commissioners, on behalf of Indian River County and the Indian River County Emergency Services District, hereby approves the Settlement Agreement with Brightline Trains, LLC in the Civil Action *Martin County, et al. v. U.S. Department of Transportation, et al.*, Case No. 1:18-cv-00333-CRC, which is attached hereto and incorporated by reference; and
2. The Indian River County Board of County Commissioners, on behalf of Indian River County and the Indian River County Emergency Services District, hereby authorizes the County Attorney to make non-substantive changes to the Settlement Agreement as well as its Exhibits to ensure correctness and accuracy prior to execution by the Chair
3. The Chair is hereby authorized to execute the Settlement Agreement as well as any and all documents necessary and appropriate in connection with the Settlement Agreement.

The foregoing resolution was moved for adoption by Commissioner _____, and seconded by Commissioner _____, and, upon being put to a vote, the vote was as follows:

RESOLUTION 2018-___

Commissioner Susan Adams _____
Commissioner Joseph E. Flescher _____
Commissioner Tim Zorc _____
Commissioner Peter D. O'Bryan _____
Commissioner Bob Solari _____

The Chairman thereupon declared the resolution duly passed and adopted this 20th day of November, 2018.

ATTEST: Jeffrey R. Smith, Clerk of Court
and Comptroller

**BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
, Chairman

Approved as to form and legal sufficiency:

By: _____
Dylan Reingold, County Attorney