Dewey & LeBoeuf LLP
1301 Avenue of the Americas
New York, NY 10019-6092

DEWEY & LEBOEUF

April 29, 2009

To: North Carolina Turnpike Authority

Re: Pre-Development Agreement for Mid-Currituck Bridge Project dated April 29, 2009, between North Carolina Turnpike Authority and The Currituck Development Group, LLC

Ladies and Gentlemen:

We have acted as special New York counsel to The Currituck Development Group, LLC, a Delaware limited liability company (the "Developer"), and ACS Infrastructure Development, Inc., a Delaware corporation ("ACSID" and, together with the Developer, the "Project Parties") in connection with (i) that certain Pre-Development Agreement, dated as of the date hereof (the "PDA"), between the North Carolina Turnpike Authority ("NCTA") and the Developer and (ii) that certain Guaranty, dated as of the date hereof (the "Guaranty"), by ACSID in favor of the NCTA. This opinion is being furnished pursuant to Section 2 of the PDA. Capitalized terms used herein without definition have the meanings ascribed to such terms in the PDA.

In connection with the opinions contained herein, we have examined executed counterparts, or copies of such executed counterparts certified or otherwise identified to our satisfaction, of the PDA and the Guaranty (together, the "Transaction Documents"). In addition, we have reviewed copies certified or otherwise identified to our satisfaction of the agreements and other instruments of ACSID and the Developer listed on **Exhibit A** hereto.

We have further examined and relied upon the accuracy of original, certified, conformed, photocopied or telecopied copies of such records, agreements, certificates and other documents as we have deemed necessary or appropriate to enable us to render the opinions expressed herein. In all such examinations we have assumed the genuineness of signatures on original documents and the conformity to such original documents of all copies submitted to us as certified, conformed, photocopied or telecopied copies, and as to certificates given by public officials, we have assumed the same to have been properly given and to be accurate. We have further assumed that none of such documents has been subsequently rescinded, revoked, restated, modified or amended in any way other than by documents that have been submitted to us. We

have made no independent inquiry or investigation of any factual matters or circumstances relevant to the opinions herein set forth, but instead have relied solely upon the accuracy of written statements and representations of officers and other representatives of the Project Parties, statements, representations and warranties made in the Transaction Documents and certificates of public officials.

In our examination, we have assumed, without independent investigation, (i) the authorization, execution and delivery by each party of each Transaction Document to which it is a party does not, and such party's performance thereunder will not, breach, conflict with, or constitute a violation of any provision of any agreement or instrument to which any such party or its properties may be bound, except that no assumption is made with respect to breaches or creation of defaults with respect to the Project Parties under the agreements and instruments listed in the certificate attached hereto as **Exhibit A** and (ii) the legal capacity of all natural persons.

We are opining as to the effect on the subject transaction only of Applicable Laws. As used herein, "Applicable Laws" means those laws, rules and regulations of the United States of America applicable to the Project Parties which, in our experience, are normally applicable to transactions of the type contemplated by the Transaction Documents and, as they relate to corporate and limited liability company formalities only, the Delaware Limited Liability Company Act and the General Corporation Law of the State of Delaware.

Based upon the foregoing and our examination of such questions of law as we have deemed necessary or appropriate, and subject to limitations and qualifications set forth below, it is our opinion that:

1. The Developer is a limited liability company duly formed, validly existing and in good standing under the laws of Delaware.

2. The execution and delivery by the Developer of the PDA and the performance by the Developer of its obligations thereunder are within its limited liability company powers and authority, the Developer has taken all necessary limited liability company action to authorize the execution, delivery and performance of PDA, and the PDA has been duly executed and delivered by the Developer.

3. ACSID has been duly incorporated and is a corporation validly existing and in good standing under the laws of the State of Delaware, and ACSID has the corporate power to own its properties and assets, to carry on its business and to enter into the Guaranty and to perform its obligations under the Guaranty.

4. The execution and delivery by ACSID of the Guaranty and the performance by ACSID of its obligations thereunder are within its corporate power and authority,

ACSID has taken all necessary corporate action to authorize the execution, delivery and performance of the Guaranty and the Guaranty has been duly executed and delivered by ACSID.

5. Neither the execution and delivery by either of the Project Parties of the Transaction Documents to which either is a party nor the performance by the Project Parties of any of their respective obligations thereunder (a) violates, in the case of the Developer, its certificate of formation or limited liability company agreement, or in the case of ACSID, its certificate of incorporation or its bylaws, (b) violates any Applicable Laws or (c) results in a breach of or constitutes a default under any agreement or other instrument identified in the certificate of the Developer and ACSID attached hereto as **Exhibit A**.

Our opinions are subject to the following additional assumptions, limitations and qualifications:

A. Our opinions are subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity. These principles include, without limitation, concepts of commercial reasonableness, materiality and good faith and fair dealing. Without limiting the foregoing qualifications, the opinions expressed herein do not purport to cover, and we express no opinion with respect to, the applicability of Section 548 of the federal Bankruptcy Code or any comparable provision of state law, including the provisions relating to fraudulent conveyances.

B. Our opinion in paragraph 3 regarding the due incorporation of ACSID assumes by reliance on the file-stamped copy of the certificate of incorporation for ACSID that all necessary taxes and fees authorized by law to be collected by the Delaware Secretary of State in connection with the filing of the certificate of incorporation were tendered to the Delaware Secretary of State.

This letter speaks only as of the date hereof, and we undertake no obligation to update this letter to take into account any future changes of fact or law. This letter is being delivered to you in connection with the transactions evidenced by the Transaction Documents, and you may rely upon our opinions set forth in this letter in connection with those transactions. You may not rely upon our opinions set forth in this letter for any other purpose. Our opinions set forth in this letter may not be relied upon by any other person, firm, corporation, partnership or other entity (other than McGuireWoods LLP for the sole purpose of giving its opinion on even date herewith) without our prior written consent.

Very truly yours,

Dewey & LeBoeuf LLP

ACS INFRASTRUCTURE DEVELOPMENT, INC.

OFFICER'S CERTIFICATE

I, Juan Santamaria, certify that I am a duly appointed and qualified officer of ACS INFRASTUCTURE DEVELOPMENT, INC., a Delaware corporation (the "Corporation"), the sole member of THE CURRITUCK DEVELOPMENT GROUP, LLC ("CDG") and that as such, I am authorized to execute this Officer's Certificate on behalf of the Corporation and CDG. I do hereby certify, in the name of and on behalf of the Corporation and CDG, and solely in my capacity as an officer of the Corporation, that (i) the Corporation has not entered into any material agreement, indenture, mortgage, deed of trust or other instruments other than those set forth on **Exhibit A** hereof and (ii) CDG has not entered into any material agreement, indenture, mortgage, deed of trust or other instruments other than those set forth on **Exhibit B** hereof.

IN WITNESS WHEREOF, I have executed this Officer's Certificate of the Company this 29th day of April 2009.

By: _____

Name: Juan Santamaria
Title: Chief Operating Officer

Exhibit A

List of Agreements – ACS Infrastructure Development, Inc. (the "Corporation")

(i) Guaranty, dated as of the date hereof, by the Corporation in favor of the North Carolina Turnpike Authority;

(ii) Equity Contribution Agreement, dated as of March 3, 2009, by and among I 595 Express, LLC, the Corporation and The Bank of New York Mellon, as collateral agent for the benefit of the Secured Parties (as defined therein);

(iii) Borrower Membership Interest Pledge Agreement, dated as of March 3, 2009, by the Corporation, in favor of The Bank of New York Mellon, as collateral agent for the benefit of the Secured Parties (as defined in therein);

(iv) Office Lease, dated June 2, 2008, as amended by that certain First Amendment to Office Lease dated January 7, 2009, including the Work Agreement attached thereto, between Coral Gables Associates, as the landlord, and the Company, as the tenant;

(v) Master Purchase Agreement, dated August 7, 2006, between the Corporation and SunTrust Bank or SunTrust Capital Markets, Inc.;

(vi) Business Sweep Services Agreement, dated August 7, 2006, between the Corporation and SunTrust Bank or SunTrust Capital Markets, Inc.;

(vii) Business Sweep Services Agreement, dated December 13, 2006, between the Corporation and SunTrust Bank or SunTrust Capital Markets, Inc.;

(viii) DNS Support Agreement between Database Network Specialists, Inc. and the Corporation;

(ix) Tax Services Agreement, dated January 14, 2009, between the Corporation and Ernst & Young LLP;

(x) Engagement Letter, dated August 21, 2008, between the Corporation and McGladrey & Pullen, certified public accountants;

(xi) Engagement Letter, dated January 20, 2009, between the Corporation and McGladrey & Pullen, certified public accountants;

(xii) Agreement to Provide Services, dated July 9, 2007, between the Corporation and BDO Seidman, LLP, accountants and consultants;

(xiii) Consulting Agreement, dated April 1, 2009, between the Corporation and Soluciones Internacionales L.L.C.;

(xiv) Engagement Letter, dated March 16, 2009, between the Corporation and McGladrey & Pullen, certified public accountants; and

(xv) Letter Agreement, dated January 15, 2009, between Diversified Search Ray & Berndtson.

Exhibit B

List of Agreements – The Currituck Development Group, LLC (the "Developer")

Capitalized terms used herein without definition have the meanings ascribed to such terms in the PDA (defined below).

Pre-Development Agreement, dated as of the date hereof (the "PDA"), between the North Carolina Turnpike Authority and the Developer.