



GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399

MEMORANDUM

TO: Members of the Aviation Authority

FROM: Robert K. Brancheau, Senior Director of Planning, Engineering and Construction

DATE: December 4, 2013

ITEM DESCRIPTION

Recommendation to Approve the First Amendment to the Purchase and Sale Agreement with OOCEA for the Widening of SR 528 (Beach line) to Remove the Mainline Toll Plaza

BACKGROUND

On June 20, 2012, the Aviation Authority Board approved the Purchase and Sale Agreement with the Orlando Orange County Expressway Authority (OOCEA) to widen SR 528 from four lanes to six lanes and to replace the existing Airport Mainline Plaza with a new split-plaza configuration equipped with express lanes.

Since that time, OOCEA has collaborated with FDOT and they have determined that the tolling will occur on the Turnpike and the on- and off- ramps of SR 528. This decision also results in the removal of the mainline toll plaza just north of the west runway complex.

The project will provide additional capacity on SR 528 and improved airport access from SR 528 with significant improvement for motorists traveling eastbound on SR 528.

OOCEA still requires the property north of the SR 528 for a retention pond and to relocate utility infrastructure. However, the drainage outfall easement (1,100 square feet) to the South of SR 528 is no longer needed as a result of the redesign of the facility.

ISSUES

The Purchase and Sale Agreement needs to be amended for two reasons. First, to remove the conveyance of a drainage outfall easement that is no longer needed. Second, to allow the Aviation Authority's due diligence period to review the option land swap to begin upon FAA's written approval of the transaction.

ALTERNATIVES

There are no other alternatives under consideration.

FISCAL IMPACT

The removal of the drainage easement conveyance results in a reduction in the purchase price of approximately \$2,500.00.

RECOMMENDED ACTION

It is respectfully requested that the Aviation Authority Board: (1) approve the First Amendment To Purchase and Sale Agreement with OOCEA for the right-of-way for relocation of the Mainline Toll Plaza at SR 528; (2) request Orlando City Council concurrence; (3) authorize an Aviation Authority Officer or the Executive Director to execute all documents related to the transaction following satisfactory review by legal counsel.

CONSENT AGENDA ITEM - C-

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "First Amendment") is made and entered into by and among the GREATER ORLANDO AVIATION AUTHORITY, an agency of the City of Orlando, Florida, existing as an independent special district under the laws of the State of Florida and pursuant to that certain Operation and Use Agreement dated September 27, 1976, between the City and the Authority with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 ("GOAA"), the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a public corporation of the State of Florida with a principal address of 4974 ORL Tower Road, Orlando, FL 32807 ("OOCEA"), and the CITY OF ORLANDO (the "City"), a Florida Municipal Corporation existing under the laws of the State of Florida with a principal address of 400 South Orange Avenue, Orlando, FL 32801. GOAA, OOCEA, and CITY sometimes collectively referred to herein as the "Parties".

RECITALS

WHEREAS, OOCEA, City and GOAA entered into that certain Purchase and Sale Agreement with an effective date of July 30, 2012 ("PSA"); and

WHEREAS, given certain design changes affecting the Project (as such term is defined in the PSA) and the process in obtaining the written consent of the FAA, the Parties desire to amend the PSA, as more particularly set forth herein.

NOW THEREFORE, for and in consideration of the mutual promises contained herein and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereto agree that the PSA is, as of the date hereof, amended as follows:

1. The foregoing recitals are true and correct and are hereby incorporated as covenants and agreements and are made a part hereof.

2. Parcel 803 is hereby withdrawn from the PSA and all references thereto (including exhibits) are hereby deleted. Consequently, the term "Property" refers to Parcel 101, Parcel 801 and the ROE Properties.

3. Paragraph 4(b) of the PSA is hereby amended and restated in its entirety as follows:

(b) Inspection Period. Upon exercise of the option and upon receipt of the FAA's written consent as contemplated under Section 8(e) of this Agreement (provided such consent is received within one hundred eighty (180) days of GOAA's exercise of the Option), GOAA shall have a forty-five (45) day due diligence period in which to investigate the property and make a determination, in its sole and absolute discretion that it wishes to proceed with the option (the GOAA Inspection Period"). GOAA shall deliver to OOCEA written notice of its election to terminate the option within the GOAA Inspection Period. After the Effective Date and prior to any termination as contemplated

herein or until the Closing Date if not terminated, GOAA shall have the privilege of going upon the Conway Extension Property with its agents and engineers as needed to inspect, examine, survey and otherwise undertake those actions which GOAA, in its discretion, deems necessary or desirable to determine the suitability of the Conway Extension Property for its intended uses thereof. Said privilege shall include, without limitation, the right to make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Conway Extension Property, all of the foregoing (hereinafter collectively referred to as the "Inspections") at GOAA's sole cost and expense. Notwithstanding anything to the contrary herein, all such inspections and entry shall not damage the Conway Extension Property or interfere with OOCEA's use or occupancy of the Conway Extension Property. GOAA shall repair any damage occurring as a result of such activities and restore the Conway Extension Property to substantially the condition it was in immediately prior to GOAA's entry thereon. All such entries onto the Conway Exchange Property shall be at the sole risk and expense of GOAA and OOCEA shall have no liability for any injuries or damages sustained by GOAA or any of GOAA's agents or contractors or any other third parties.

4. Except as expressly amended and supplemented in this First Amendment, all other terms of the PSA shall remain in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties hereto have each caused this First Amendment to be executed by its authorized representative on the date so indicated below.

CITY OF ORLANDO, FLORIDA, a Florida
municipal corporation

ATTEST:

By:_____

By:_____

Printed Name:_____

Printed Name:_____

Title:_____

Title:_____

[Official Seal]

Date:_____

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE CITY
OF ORLANDO, ONLY, THIS ____ DAY OF
_____, 2013.

By:_____

Title: _____

Printed Name:_____

**“GOAA”
GREATER ORLANDO AVIATION
AUTHORITY**

ATTEST:

Dayci S. Burnette-Snyder,
Assistant Secretary

Date: _____, 2013

By: _____
Phillip N. Brown, A.A.E.,
Executive Director

APPROVED AS TO FORM AND LEGALITY this
____ day of _____, 2013, for the use and
reliance by the GREATER ORLANDO
AVIATION AUTHORITY, only.

Marchena and Graham, P.A., Counsel.

By: _____
Marchena and Graham, P.A.

**“OOCEA”
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY, a public
Corporation of the State of Florida**

ATTEST:

Darleen Mazzillo, Executive Secretary

By: _____
_____, Executive Director

Date: _____, 2013

APPROVED AS TO FORM AND LEGALITY
FOR USE AND RELIANCE BY THE ORLANDO-
ORANGE COUNTY EXPRESSWAY
AUTHORITY ONLY.

Winderweedle, Haines, Ward & Woodman, P.A.,
Counsel.

By: _____

Print: _____

Date: _____, 2013