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4 **AMENDMENT NO. 8**
5 **TO THE**
6 **MEMORANDUM OF AGREEMENT**
7 **BY AND BETWEEN**
8 **THE UNITED STATES OF AMERICA**
9 **AND**
10 **THE CITY OF ORLANDO**
11 **FOR THE**
12 **ECONOMIC DEVELOPMENT CONVEYANCE**
13 **OF PROPERTY ON THE**
14 **MAIN BASE AND MCCOY ANNEX AREAS**
15 **OF**
16 **THE NAVAL TRAINING CENTER, ORLANDO, FLORIDA**
17
18

19 **THIS AMENDMENT NO. 8** ("Amendment No. 8") to the *MEMORANDUM OF*
20 *AGREEMENT BY AND BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF*
21 *ORLANDO FOR THE ECONOMIC DEVELOPMENT CONVEYANCE OF PROPERTY ON THE*
22 *MAIN BASE AND MCCOY ANNEX AREAS OF THE NAVAL TRAINING CENTER, ORLANDO,*
23 *FLORIDA*, effective December 9, 1997, as amended ("Agreement"), is entered into on this
24 ____ day of _____, 2015 by and between the United States of America, acting by and
25 through the Secretary of the Navy (the "Government"), and the City of Orlando, Florida
26 ("City").
27

28 **RECITALS**
29

30 **WHEREAS**, The Government and the City entered into the Agreement for the
31 Government to convey to the City, and for the City to acquire from the Government, portions of
32 the Orlando Naval Training Center, Orlando, Florida, for economic development purposes; and
33

34 **WHEREAS**, Pursuant to the Agreement, the Government, acting by and through the
35 Secretary of the Navy, conveyed certain property on the Naval Training Center, Orlando, known
36 as Parcel 23, to the City at a closing held on October 27, 1999, and
37

38 **WHEREAS**, Subsequent to the closing, and in order to facilitate redevelopment, the City
39 and the Government, with the approval of the Greater Orlando Aviation Authority ("GOAA")
40 and the Federal Aviation Administration ("FAA"), desire to amend the MOA to remove a
41 portion of Parcel 23, as more particularly described in Exhibit "A" attached hereto, ("Portion of
42 Parcel 23") from the purview of the Agreement and, in lieu thereof, encumber such Portion of
43 Parcel 23 with FAA aviation related restrictions in exchange for releasing such aviation related
44 restrictions from a portion of the property known as the Portion of GOAA FAA Parcel, as more
45 particularly described in Exhibit "B" attached hereto, ("Portion of GOAA FAA Parcel") and

AMENMENT NO. 8 TO NTC ORLANDO CONVEYANCE AGREEMENT

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adding the property underlying such Portion of GOAA FAA Parcel to the purview of the Agreement; and

WHEREAS, the FAA consents to the exchange of property and interests contemplated by this Amendment No. 8, as reflected by the FAA Consent Letter set forth as Exhibit "E" attached hereto.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing premises, and the respective representations, agreements, covenants and conditions contained herein, and other good and valuable consideration, the Government and the City agree as follows:

1. The City shall execute that certain *Deed of Restrictions for the Portion of Parcel 23* in the form attached hereto and made a part hereof as Exhibit "C."

2. The Government shall execute that certain *Release of Deed Restrictions for the Portion of FAA Parcel, Herndon Annex* in the form attached hereto and made a part hereof as Exhibit "D."

3. Following the execution and recordation of Exhibits "C" and "D," as described above, the Portion of Parcel 23 shall be removed from the purview of the Agreement and shall no longer be subject to the terms and conditions of the Agreement, and the Portion of GOAA Parcel shall fall under the purview of the Agreement and shall be subject to the terms and conditions of the Agreement.

4. Except as set forth herein, and unless modified specifically by this Amendment No. 8, the terms and conditions set forth in the Agreement, as amended, shall remain in full force and effect. Unless defined separately, the terms used in this Amendment No. 8 shall be the same as used and defined in the Agreement, as amended.

5. The following Exhibits shall be considered part of this Amendment No. 8 as if set forth in full herein:

Exhibit A.	Description of Portion of Parcel 23
Exhibit B.	Description of Portion of FAA Parcel
Exhibit C.	Deed of Restrictions for the Portion of Parcel 23
Exhibit D.	Release of Deed Restrictions for the Portion of FAA Parcel
Exhibit E.	FAA Consent to Exchange of Property and Interests.

[Signature Page Follows]

AMENMENT NO. 8 TO NTC ORLANDO CONVEYANCE AGREEMENT

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1 **IN WITNESS WHEREOF**, the Parties have hereunto set their hands and seals to this
2 Amendment No. 8 as of the date first above written.

3
4
5 **THE UNITED STATES OF AMERICA**
6 **By the Department of the Navy**
7

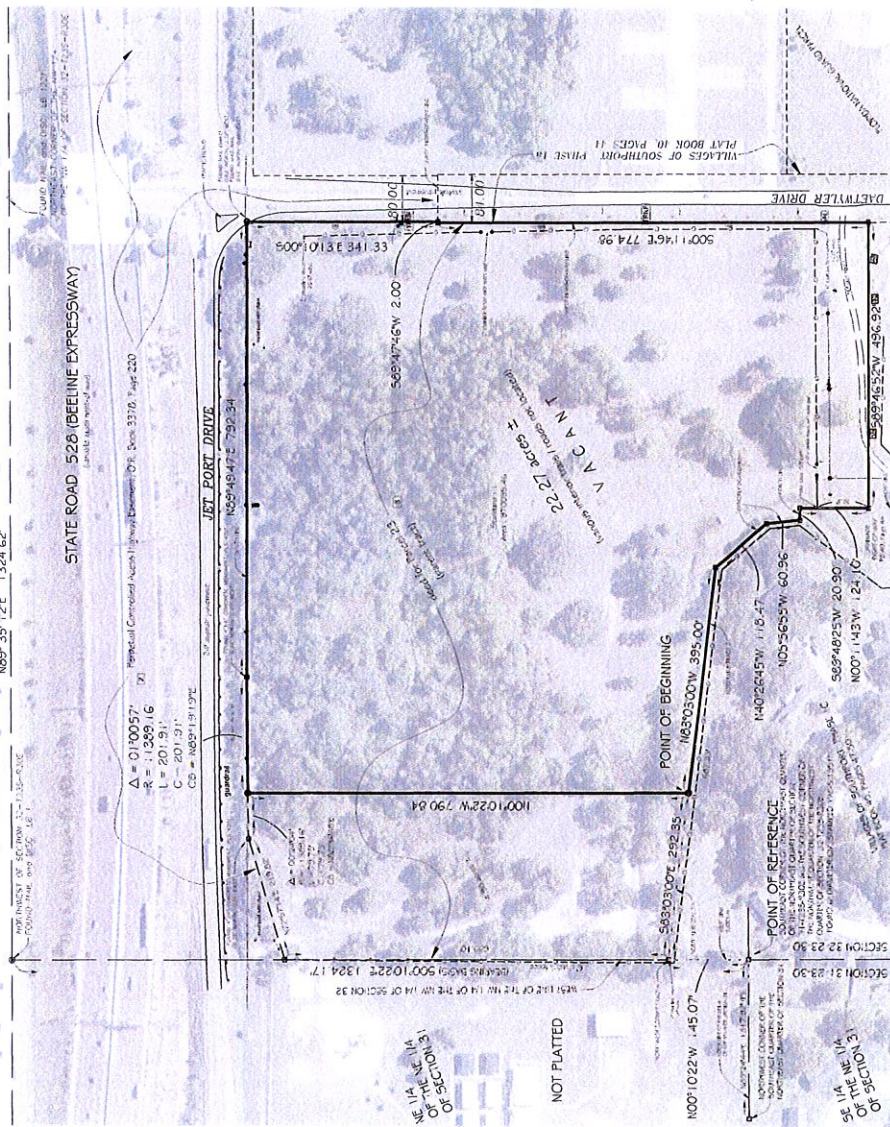
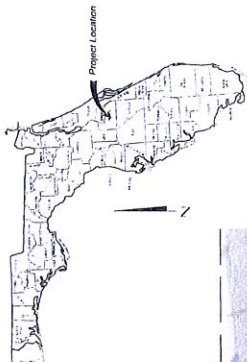
8
9
10 By: _____
11 Name: Gregory C. Preston
12 Title: Real Estate Contracting Officer
13

14
15 **THE CITY OF ORLANDO**
16

17
18
19 By: _____
20 Name:
21 Title:
22

23
24 ATTEST: _____
25 City Clerk

Map of Boundary Survey
or
NTC McCOY ANNEX - Exchange Parcel
Located in
Section 32, Township 23 South, Range 30 East
Orange County, Florida



A tract or parcel of land lying and being in Section 32, Township 23 South, Range 30 East, Tallahassee Meridian, Orange County, Florida, being a portion of those lands described in Official Records Book 50669 at Page 1709 of the Public Records of said Orange County, and being more particularly described as follows:

[illegible]

The above described circuit contains 22 27 series, 6000 or less

1. The Map of Boundary Surveys is not valid without any signature and official stamp seal of a Florida Licensed Surveyor and Mapper.
2. The location and participation of the local government was prepared at the direction and approval of the client. The legal description shown herein was prepared by the surveyor at the request of the client.
3. Boundary depicted herein are subject to the High Accuracy Database of 1984/1985 based on previous surveys by this firm with a grid bearing of the west line of the NW 1/4 of the NW 1/4 of Section 32, Township 22 South, Range 30 East as being S 00 10° 27' 27" E.
4. Unrecorded monuments such as utilities and foundations, if any, were not located.
5. The survey does not address the condition of functional easements or easement lines that

Source of aerial photography: Orange County Property Office - Dental Orthodontic Images dated January 2000

2014.

7 The field data acquisition phase of this survey was completed on 12/16/2014

8. Land's shown herein were not abstracted by this firm for matters of record such as assessments, right of entry, ownership or other instrument of record. Non-surveyed lines, references to neighbors, natural

identification numbers, and instruments of record shown herein are based upon First American Title Insurance Company's Title Search Report file number 2007-127950A. Date of Search: December 3, 2007. All other information is based upon public records.

County of Orange Assessor's Office, the records show that on December 2, 2014 and information obtained from the Orange County Property Appraiser's Office.

I have reviewed the First American Title Insurance Company Title Search Report, file number 2037-3272050,

commitment for life insurance have been shown or noted on the survey.

Note: Numbers listed below match encumbrances listed in report. All referenced documents are filed in this

Public Records of Orange County, Florida
Assessment Record Book C 00000 - 00000 Book 41 Page 460

agreement respondent agrees to, 1940 in ASAC, 10004 1, 1940 420

Grant of Enfranchisement recorded May 10, 1963 in Book 3378, page 220
for planned improvements

Memorandum of Operation and Use Agreement recorded March 19, 1984 in Book 3485, Page 193
(bureau records transferred into a collection of Personal Best kept pictures)

1. Certification reported September 20, 1958 in Book 4015, Page 2949

(www.bvly.com) is a Certified B Corporation®

Environment to Access McCoy Annex Water, Sewer and Electric Distribution Systems recorded September 23, 1997 in Book 5332, Page 235
(only official "large" surveyed but not published)

† Died for Water, Sewer and Electrical Distribution Systems recorded September 23, 1907 in Book 5137.

Page 275.
may affect users somewhat but not critically)

7. Amended and Restated Deed of Assignment Order recorded August 27, 1999 in Book 5827, Page 414
 (LAWSON) cannot be used as evidence of title in ESTATE A, and cannot be used as evidence of title in ESTATE B.

¹⁸ Covenants, Conditions, Restrictions and Limitations contained in Deed for Parcel 23 recorded October 28

1999 in Book 5650, Page 1709 (quest not found in United Nations)

9. **Terms and conditions of any existing unrecorded lease(s), and all rights of lessor(s) and any parties claiming through the lessor(s) under the lease(s)**

MICHAEL CHAFFIN



RESEARCH

STANDARD LINGUISTICS

100

100



THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Stacey Adams, Esq.
Assistant City Attorney
City of Orlando
Office Legal Affairs
400 S. Orange Avenue, 3rd Floor
Orlando, Florida 32801

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

“DEED OF RESTRICTIONS”

**PORTION OF PARCEL 23[Transfer of Restrictions from Orlando
Executive Airport Property (Portion of Herndon FAA Parcel) to
Orlando International Airport Property (Portion of Parcel 23
McCoy Annex)]**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **UNITED STATES OF AMERICA**, acting by and through the Department of the Navy (hereinafter the “Government”), and the **City of Orlando, Florida** (“City”) entered into a Memorandum of Agreement dated December 9, 1997 for the conveyance of property on the Main Base and McCoy Annex Areas of the Naval Training Center Orlando, as amended (the “Agreement”); and

WHEREAS, pursuant to the Agreement, the Government, conveyed certain property on the former Naval Training Center, Orlando, known as Parcel 23, a portion of which is more particularly described in Exhibit “A,” attached hereto and made a part hereof, (“Portion of Parcel 23”) to the City at a closing on October 27, 1999, recorded in Official Records Book 5869, Page 1709, et seq. of the Public Records of Orange County, Florida; and

WHEREAS, subsequent to the closing and in order to facilitate redevelopment and maximize the return to the City and the Government under the Agreement, the City and the Government executed Amendment No. 8 to the Agreement (“Amendment No. 8”) to adjust the boundaries of the various parcels and to therefore remove the Portion of Parcel 23 from the purview of the Agreement and, in lieu thereof, encumber the Portion of Parcel 23 with certain Federal Aviation Administration aviation related restrictions (“FAA Restrictions”) in exchange for releasing and eliminating such FAA Restrictions from the property known as GOAA FAA Parcel (as defined in Amendment No. 8); and

WHEREAS, the Aviation Authority operates and controls Orlando Executive Airport and Orlando International Airport pursuant to that certain Operation and Use Agreement dated September 27, 1976, as amended.

NOW THEREFORE, pursuant to Amendment No. 8, the parcel of land known as Portion of Parcel 23 and more particularly described in Exhibit "A" attached hereto and made a part hereof ("Property"), is hereby made subject to the following terms, restrictions, reservations, covenants, and conditions, which shall run with the land, provided that the Property hereby encumbered may be transferred only with the proviso that any such subsequent transferee assumes all of the obligations imposed upon the Property by the provisions of this Deed of Restrictions:

I. That, except as provided in subparagraph (A) of numbered paragraph III, the Property shall be used for public airport purposes for the use and benefit of the public, on fair and reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the Airport within the meaning of the term "exclusive right" as used in subparagraph (C) of the numbered paragraph III. As used in this Deed of Restrictions, the term "Airport" shall be deemed to include all land easements, buildings, facilities, structures improvements and equipment (both real and personal), including revenues and proceeds derived therefrom, used for public airport purposes.

II. That, except as provided in subparagraph (A) of the numbered paragraph III, the entire landing area, as defined in 49 U.S.C. Section 40102(a)(28), formally known as Section 101 of the Federal Aviation Act of 1958, as amended, and Federal Aviation Regulations pertaining thereto, and all structures, improvements, buildings, facilities and equipment on the Property, shall be maintained for the use and benefit of the public at all times in safe and serviceable condition, to assure its efficient operation and use, provided, however, that such maintenance shall be required as to structures, buildings, improvements, facilities and equipment only during the useful life thereof, as determined by the Secretary of the U.S. Department of Transportation, acting by and through the Administrator of the Federal Aviation Administration, or his/her successor in function, (hereinafter referred to as FAA). In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities, buildings or equipment, they may be procured by demolition of other structures, improvements, buildings, facilities or equipment transferred hereby and located on the above land which have outlived their use as Airport property in the opinion of the FAA.

III. FURTHER, by the acceptance of this Deed of Restrictions or any rights hereunder, the City, as the title holder of the Property, and the Aviation Authority, pursuant to the Operation and Use Agreement, (hereinafter "the City and the Aviation Authority"), for itself, its successors and assigns, also assumes the obligation of, covenants to abide by and agree to, and this transfer is made subject to, the following terms, conditions, covenants, reservations and restrictions set forth in subparagraphs III. A. to III. T., inclusive, which shall run with the land: Provided, that the Property transferred hereby may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the City and the Aviation Authority by the provisions of this Deed of Restrictions.

A. That the Property shall not be used, leased, sold, salvaged, or disposed of by the City and the Aviation Authority for other than Airport purposes without the written consent of the FAA, which consent shall be granted only if the FAA determines that the Property can be used, leased, sold, salvaged, or disposed of for other than Airport purposes without materially and adversely affecting the development, improvement, operation, or maintenance of the Airport at which such Property is located pursuant to 49 U.S.C. 47151-47153, formally known as the Surplus Property Act of 1944, as amended. The term "Property" as used herein is deemed to include revenues or proceeds derived therefrom.

B. Property transferred for the development, improvement, operation or maintenance of the Airport shall be used and maintained for the use and benefit of the public on fair and reasonable terms, without unjust discrimination and without grant or exercise of any exclusive right for use of the Airport within the meaning of the term "exclusive right" as used in subparagraph C of this paragraph. In furtherance of this covenant (but without limiting its general applicability and effect) the City and the Aviation Authority specifically agrees (1) That it will keep the Airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses. Provided, that the City and the Aviation Authority may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided, further, that the City and the Aviation Authority may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport to serve the civil aviation needs of the public. (2) That in its operation and the operation of facilities on the Airport, neither it nor any person or organization occupying space or facilities thereupon will discriminate against any person or class of persons by reason of race, color, creed, age, religion, sex, handicap, or national origin in the use of any of the facilities provided for the public on the Airport. (3) That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the City and the Aviation Authority will insert and enforce provisions requiring the contractor: (a) to furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and (b) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (4) That the City and the Aviation Authority will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform. (5) That in the event the City and the Aviation Authority itself exercises any of the rights and privileges referred to in subsection (3) above, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the City and the Aviation Authority under the provisions of such subsection (3) of this paragraph III.B.

C. The City and the Aviation Authority will not grant to, or permit any exclusive right, which is forbidden by FAA requirements, and as described in 49 U.S.C. Section

40103(e), formally known as Section 308 of the Federal Aviation Act of 1958, as amended, and 49 U.S.C. Section 47152(3)(A) & (B), for the use of the Airport, at which the property described herein is located, by any person or persons to the exclusion of others in the same class and will otherwise comply with all applicable laws. In furtherance of this covenant (but without limiting its general applicability and effect), the City and the Aviation Authority specifically agrees that, unless authorized by the FAA, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right to conduct any aeronautical activity on the Airport including but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales, and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity. The City and the Aviation Authority further agrees that it will terminate as soon as possible and no later than the earliest renewal, cancellation, or expiration date applicable thereto, any exclusive right existing at any Airport owned or controlled by the City and the Aviation Authority or hereafter acquired and that, thereafter, no such right shall be granted. However, nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of nonaviation products and supplies or any services of a non aeronautical nature or to obligate the City and the Aviation Authority to furnish any particular non aeronautical service at the Airport.

D. The City and the Aviation Authority shall, insofar as it is within its powers and to the extent reasonable, adequately clear and protect the aerial approach to the Airport by removing, lowering, relocating, marking, lighting, or otherwise mitigating existing Airport hazards and by preventing the establishment or creation of future Airport hazards. The City and the Aviation Authority will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, or by any other reasonable means, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations [14 CFR Part 77], and, as applicable, according to the approved Airport Layout Plan. In addition, the City and the Aviation Authority will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport in or on any portion of a runway approach area in which the City and the Aviation Authority has control over, or has acquired, or hereafter acquires, property interests permitting the City and the Aviation Authority to so control, the use made of the surface of the land. Insofar as is within its power and to the extent reasonable the City and the Aviation Authority will either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations or by any other reasonable means take action to restrict the use of the land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal Airport operations including landing and takeoff of aircraft.

E. The City and the Aviation Authority will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the FAA, the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users

of the Airport other than facilities owned or controlled by the United States and will not permit any activity thereon which would interfere with its use for Airport purposes: Provided, that nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, hurricane, or other climatic conditions interfere with such operation and maintenance, nor shall anything herein be construed to require the repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the City and the Aviation Authority.

F. That the City and the Aviation Authority will make available all facilities of the Airport at which the Property described herein is located or developed, and all those usable for the landing and taking off of aircraft, to the United States at all times, without charge, for use by Government aircraft in common with other aircraft, except that if the use by Government aircraft in common with other aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. Unless otherwise determined by the FAA, or otherwise agreed to by the City and the Aviation Authority and the Government, substantial use of the Airport by Government aircraft will be considered to exist (1) when operations of such aircraft are in excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft or (2) during any calendar month that either (a) five (5) or more Government aircraft are regularly based at the Airport or on land adjacent thereto, or (b) the total number of movements (counting each landing as a movement and each take-off as a movement) of Government aircraft is 300 or more, or (c) the gross accumulative weight of Government aircraft using the Airport (the total movements of such Government aircraft multiplied by the gross certified weight of such Government aircraft) is in excess of five million pounds.

G. That during any national emergency declared by the President of the UNITED STATES OF AMERICA or the Congress thereof, including any existing national emergency, the Government shall have the right to make exclusive or non-exclusive use and have exclusive or non-exclusive control and possession, without charge, of the Airport, or of such portion thereof as it may desire, provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the Airport as it may use exclusively, or over which it may have exclusive possession and control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use non exclusively or over which it may have non-exclusive control and possession: Provided, further, that the Government shall pay a fair rental as just compensation for its use, control, or possession, exclusively or non exclusively, of any improvement to the Airport made without United States aid and never owned by the United States.

H. The City and Aviation Authority does hereby release the Government and will take whatever action may be required by the FAA to assure the complete release of the Government from any and all liability the Government may be under for restoration or other damages under any lease or other agreement covering the use by the United States of the Airport, or any part thereof, owned, controlled or operated by the City and the Aviation Authority upon which, adjacent to which, or in connection with which, the Property was located or used:

Provided, that this release shall not be construed as depriving the City and the Aviation Authority of any right it may otherwise have to receive reimbursement under Section 17 of the Federal Airport Act [49 App. U.S.C.A. Section 1116] for the necessary rehabilitation or repair of the Airport heretofore or hereafter substantially damaged by the Government.

I. Except as otherwise provided for by the Government in this Deed of Restrictions or pursuant to statute, including, but not limited to CERCLA Section 120(h) and Section 330 of P.L. No. 102-484, the City and the Aviation Authority does hereby release, save, defend, indemnify and hold harmless the Government, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, and costs (including but not limited to consulting, engineering, clean-up, disposal or restoration costs, investigator's fees, attorney fees) and damages (including but not limited to personal injury, death, and property damage) directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the possession, use or occupancy by City and the Aviation Authority, (including the City and the Aviation Authority's officers, agents, employees, tenants, customers, or tenant customers, third persons, or invitees), of the Property, both real and personal, or attributable or incident to the condition or state of repair of the Property, or any activities conducted or services furnished in connection with or pursuant to the Property.

J. That whenever so requested by the FAA, City and the Aviation Authority will furnish without cost to the Government, for construction, operation and maintenance of facilities for air traffic control activities, or weather reporting activities, or communication activities related to air traffic control, such areas of land or water, or estate therein, or rights in buildings and/or facilities of the City and the Aviation Authority located on the Airport or at which the Property described herein is located, as the FAA may consider necessary or desirable for use and/or construction at Government expense of space or facilities for such purposes. The City and the Aviation Authority will make available such areas or any portion thereof for the purposes provided herein within four (4) months after receipt of written request from the FAA, if such are or will be available.

K. The City and the Aviation Authority will: (1) furnish the FAA with annual or special Airport financial and operational reports as may be reasonably requested using either forms furnished by the FAA or in such manner as it elects so long as the essential data are furnished, and (2) upon reasonable request by the FAA, make available for inspection by any duly authorized representative of the FAA the Airport, at which the Property described herein is located, and all Airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments, and will furnish to the FAA a true copy of any such document which may be reasonably requested.

L. That the City and the Aviation Authority will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform or comply with all the terms, covenants, conditions, restrictions, and reservations set forth in this Deed of Restrictions unless by such transaction the obligation to perform or comply with all such terms, covenants, conditions, restrictions, and reservations is assumed by another public agency found by the FAA to be eligible as a public agency, as the term "public agency" is

defined in 49 U.S.C. Section 47102(15), to assume such obligation and have power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the City and the Aviation Authority, the City and the Aviation Authority will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with the terms, covenants, conditions, reservations, and restrictions in this Deed of Restrictions, any applicable Federal statutes, and Federal Regulations.

M. That the City and the Aviation Authority will keep up to date at all times an Airport Layout Plan of the Airport at which the Property described herein is located showing: (a) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the City and the Aviation Authority for Airport purposes and proposed additions thereto; (b) the location and nature of all existing and proposed Airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing Airport facilities; and (c) the location of all existing and proposed non-aviation areas and of all existing improvements thereon and uses made thereof. Such Airport Layout Plan and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the Airport Layout Plan. The City and the Aviation Authority will not make or permit the making of any changes or alterations in the Airport or in any of its facilities which are not in conformity with the Airport Layout Plan as so approved by the FAA, and which might, in the opinion of the FAA, adversely affect the safety, utility, or efficiency of the Airport.

N. That if at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the Airport or Property, described herein, the existence of which creates an undue risk of interference with the operation of the Airport or the performance or compliance with the terms, covenants, conditions, restrictions and reservations set forth herein, the City and the Aviation Authority will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

O. The terms, covenants, conditions, restrictions, and reservations set forth in this Deed of Restrictions are a binding servitude on the Property and shall be deemed to run with the land in perpetuity. The terms, reservations, restrictions, covenants, and conditions contained in this Deed of Restrictions shall be inserted by the City and the Aviation Authority verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any portion thereof.

P. The operation of the Airport shall be subject to such regulations as may be prescribed by the FAA from time to time, and the City and the Aviation Authority, its successors and assigns, shall comply with all pertinent laws, ordinances, rules, orders, guidelines, or other applicable regulations and shall hold the Government harmless from any and all liabilities or penalties which may be imposed by reason of any asserted violation thereof by the City and the Aviation Authority. All rights and powers reserved to the Grantor or the FAA, and all references in this Deed of Restrictions to Grantor or FAA shall include successors in function. The Grantor

may agree in writing, after obtaining the concurrence of the FAA, to waive, eliminate, or reduce the obligations contained in this Deed of Restrictions.

Q. That in the event that any of the aforesaid terms, conditions, covenants, reservations, or restrictions are not met, observed, or complied with by the City and the Aviation Authority or any subsequent transferee, successor or assign, whether caused by the legal inability of said City and the Aviation Authority or any subsequent transferee, successor or assign, to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights in the Property, or any portion thereof, shall at the option of the Government, acting by and through the FAA, revert to the Government in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the FAA. If within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, and complied with, or, if within said sixty (60) days the City and the Aviation Authority shall have commenced the actions necessary to bring the City and the Aviation Authority into compliance with all such terms, conditions, covenants, reservations and restrictions of this Deed of Restrictions in accordance with a compliance schedule approved by the FAA, then said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously terminated or reverted, shall remain vested in the City and the Aviation Authority, its transferees, successors and assigns. This option of reversion shall be a continuing one, and may be exercised by the Government any time the FAA determines the aforesaid terms, covenants, conditions, reservations, or restrictions are not met, observed or complied with by the City and the Aviation Authority or any subsequent transferee, successor or assignee.

R. All local taxes on aviation fuel generated at the Airport (except taxes in effect on December 30, 1987) and all the revenues generated by the Airport shall be used exclusively for the capital or operating costs of the Airport; the local airport system; or any other local facility that is owned or operated by the City and the Aviation Authority and that is directly and substantially related to the air transportation of passengers or property: PROVIDED, that the aforesaid limitations on the use of airport revenue shall not apply if a provision enacted not later than September 2, 1982, in a law controlling financing by the City and the Aviation Authority, or a covenant or assurance in a debt obligation issued not later than September 2, 1982, by the City and the Aviation Authority, provides that the revenues, including local taxes on aviation fuel at the Airport, from any of the facilities of the City and the Aviation Authority, including the Airport, be used to support not only the Airport but also the general debt obligations or other facilities of the City and the Aviation Authority: PROVIDED FURTHER that, the aforesaid limitation shall not be construed to prevent the use of a State tax on aviation fuel to support a State aviation program or the use of airport revenue on or off the Airport for a noise mitigation program.

S. That if the construction as covenants of any of the reservations and restrictions recited in this Deed of Restrictions as covenants or the application of the same as covenants in any particular instance is held invalid, or the particular reservations and restrictions recited in this Deed of Restrictions as covenants or the application of the same as covenants in any particular instance is held invalid, then the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government, acting

by and through the FAA, may exercise its option to cause the title, interest, right of possession, and all other rights transferred to the City and the Aviation Authority, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

T. The failure of the Government to insist in any one or more instances upon complete performance of any of the terms, covenants, conditions, reservations, or restrictions in this Deed of Restrictions shall not be construed as a waiver or a relinquishment of the future performance of any such terms, covenants, conditions, reservations, or restrictions, and the obligations of the City and the Aviation Authority, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IV. AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto and the City and the Aviation Authority, by its acceptance of this Deed of Restrictions, acknowledges its understanding of the agreement, and agrees that, as part of the consideration for this Deed of Restrictions, the City and the Aviation Authority covenants and agrees for itself, its successors and assigns, that: (1) The program for or in connection with which this Deed of Restrictions is made will be conducted in compliance with, and the City and the Aviation Authority, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the U.S. Department of Transportation, the FAA, and 49 CFR Part 21, and any subsequent amendments thereto, issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended; (2) This covenant shall be subject in all respects to the provisions of said regulations; (3) The City and the Aviation Authority, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) The Government, acting by and through the FAA, shall have the right to seek judicial enforcement of this covenant; (5) The City and the Aviation Authority, its successors and assigns, will: (a) obtain from any person (including any legal entity) who, through contractual or other arrangements with the City and the Aviation Authority, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the City and the Aviation Authority, its successors and assigns, by this covenant, and (b) furnish the original of such agreement to the FAA, upon FAA request therefore; and, (6) This covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Government and enforceable by the Government, acting by and through the FAA, against the City and the Aviation Authority, its successors, and assigns.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the City and Government have executed this Deed of Restrictions in the manner and form sufficient to bind them as of the _____ day of _____ 2015.

THE CITY OF ORLANDO

Attest:

By: _____

Name:

Title:

City Clerk

Printed Name:

Date:

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

ACKNOWLEDGMENT

Personally appeared before me this ____ day of _____, 2015, the undersigned authority, _____ and _____ well known to me to be _____ and _____, respectively, of the City of Orlando, Florida, and acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, and that they were duly authorized to do so.

(NOTARY SEAL)

Notary Public

Printed Name:

My Commission Expires: _____

Witnesses:

Print Name

Print Name

“AVIATION AUTHORITY”

Greater Orlando Aviation Authority, an agency
of the City of Orlando, Florida

By: _____

Name: _____

Title: _____

Date: _____

Attest:

By: _____
Dayci Burnette-Snyder, Secretary

APPROVED AS TO FORM AND
LEGALITY this _____ day of
_____, 2015.

Marchena and Graham, PA

By: _____
General Counsel
Greater Orlando Aviation Authority

THE UNITED STATES OF AMERICA

Signed, sealed and delivered
in the presence of:

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: Gregory C. Preston

Title: Contracting Officer

STATE OF _____)

_____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2015, by _____, as _____ on behalf of the United
States of America, who is personally known to me.

Notary Public Signature

(NOTARY SEAL)

Typed or Printed Notary Name

Notary Public-State of _____

Commission No.: _____

My Commission Expires: _____

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

Stacey Adams, Esq.
Assistant City Attorney
City of Orlando
Office of Legal Affairs
400 S. Orange Avenue, 3rd Floor
Orlando, Florida 32801

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

“RELEASE OF DEED RESTRICTIONS”

Portion of FAA Parcel, Herndon Annex

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **UNITED STATES OF AMERICA**, acting by and through the Department of the Navy (the “Grantor”) conveyed to the **CITY OF ORLANDO, FLORIDA** (the “City”), a portion of the property that comprised the Naval Training Center, Orlando (“NTC Orlando”), as further described in Exhibit “A,” attached hereto and made a part hereof (“Property”), via quitclaim deed entitled “Quitclaim Deed for FAA Herndon Annex Parcel ” recorded in Official Records Book 6107, Page 3155, et seq. of the Public Records of Orange County, Florida and “Deed for Early Transfer Portion of Herndon Annex, Study Area 2, FAA Parcel”, recorded in Official Records Book 9140, Page 3036, et seq. of the Public Records of Orange County, Florida (the “Deed”); and

WHEREAS, Sections IV through VI of the Deed contain certain terms, restrictions, reservations, covenants, and conditions restricting the use of the Property to public airport purposes (“FAA Restrictions”); and

WHEREAS, the Grantor and the City entered into a Memorandum of Agreement dated December 9, 1997 for the conveyance of property on the Main Base and McCoy Annex Areas of the Naval Training Center Orlando, as amended (the “Agreement”); and

WHEREAS, pursuant to the Agreement, the Grantor conveyed property on the Naval Training Center Orlando known as the Deed for Parcel 23 to the City at a closing on October 27, 1999, recorded in Official Records Book 5869, Page 1709, et seq. of the Public Records of Orange County, Florida; and

Page 2.

[SIGNATURE PAGE FOLLOWS]

RELEASE OF DEED RESTRICTIONS FROM PORTION OF FAA PARCEL

Page 4.

1

EXHIBIT A

2

DESCRIPTION OF PROPERTY

3

Section 28, Township 22 South, Range 30 East
Orange County, Florida

[illegible]

1. The *King of the Gourd* story is a rural Indian tale of agriculture and magical food of a *Phalsa* tree, which is a *Phalsa* tree. *Phalsa* is a tree that grows in the hills of the Indian subcontinent.
2. The *King of the Gourd* story is a rural Indian tale of agriculture and magical food of a *Phalsa* tree, which is a *Phalsa* tree. *Phalsa* is a tree that grows in the hills of the Indian subcontinent.
3. The *King of the Gourd* story is a rural Indian tale of agriculture and magical food of a *Phalsa* tree, which is a *Phalsa* tree. *Phalsa* is a tree that grows in the hills of the Indian subcontinent.
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9. The *King of the Gourd* story is a rural Indian tale of agriculture and magical food of a *Phalsa* tree, which is a *Phalsa* tree. *Phalsa* is a tree that grows in the hills of the Indian subcontinent.
10. The *King of the Gourd* story is a rural Indian tale of agriculture and magical food of a *Phalsa* tree, which is a *Phalsa* tree. *Phalsa* is a tree that grows in the hills of the Indian subcontinent.

3. Except where shown not abbreviated by first name for mailing or business, given only, last name of each respondent of record. Any first and last names, addresses or e-mail addresses, identification numbers, and adjustments of record shown herein are based upon official American Income Tax Service Corporation, Inc. monthly 31232204, Data Search, December 2, 2011 and are not to be used for any other purpose than the Online Credit Review Application only.

1. *Miller's Station* was imposed by the post at Hualapai, Subdivisions, recorded May 22, 1911, in *Plains Book D*, page 111. *English Records of Oahu County, Hawaii*.

2. *Grant of Emancipation* September 22, 1909 in *Beach 1846*, Page 13.

3. *Temporary Emancipation* January 12, 1912 in *Beach 1846*, Page 33.

5 Memorandum of Circulation and Use Agreement recorded March 19, 1906.

o *Certificado de Nacimiento* September 20, 1930 in Book 4015 Page 3949
 o *Acta de Nacimiento* 1930 in Book 4015 Page 3949

7 Affidavit known and imposed by United of Monsoon Nauru Park, as recorded August 15, 1991 in Part Book 2d, Page 314

3. **Consciousness, Restrictions and Luminous Contact in Qad G'ayin Dead Accorded Obedience**

[illegible]

¹¹ Accords and Duage Electoral Agreement recorded February 15, 2003 in Book 8001, Page 22.
¹² Duage Electoral Agreement recorded June 30, 2008 in Book 9121, Page 631 (volumes 1-10).

13 Service Agreement for Lighting Service recorded September 21, 2009 in Block 2530 Page 394

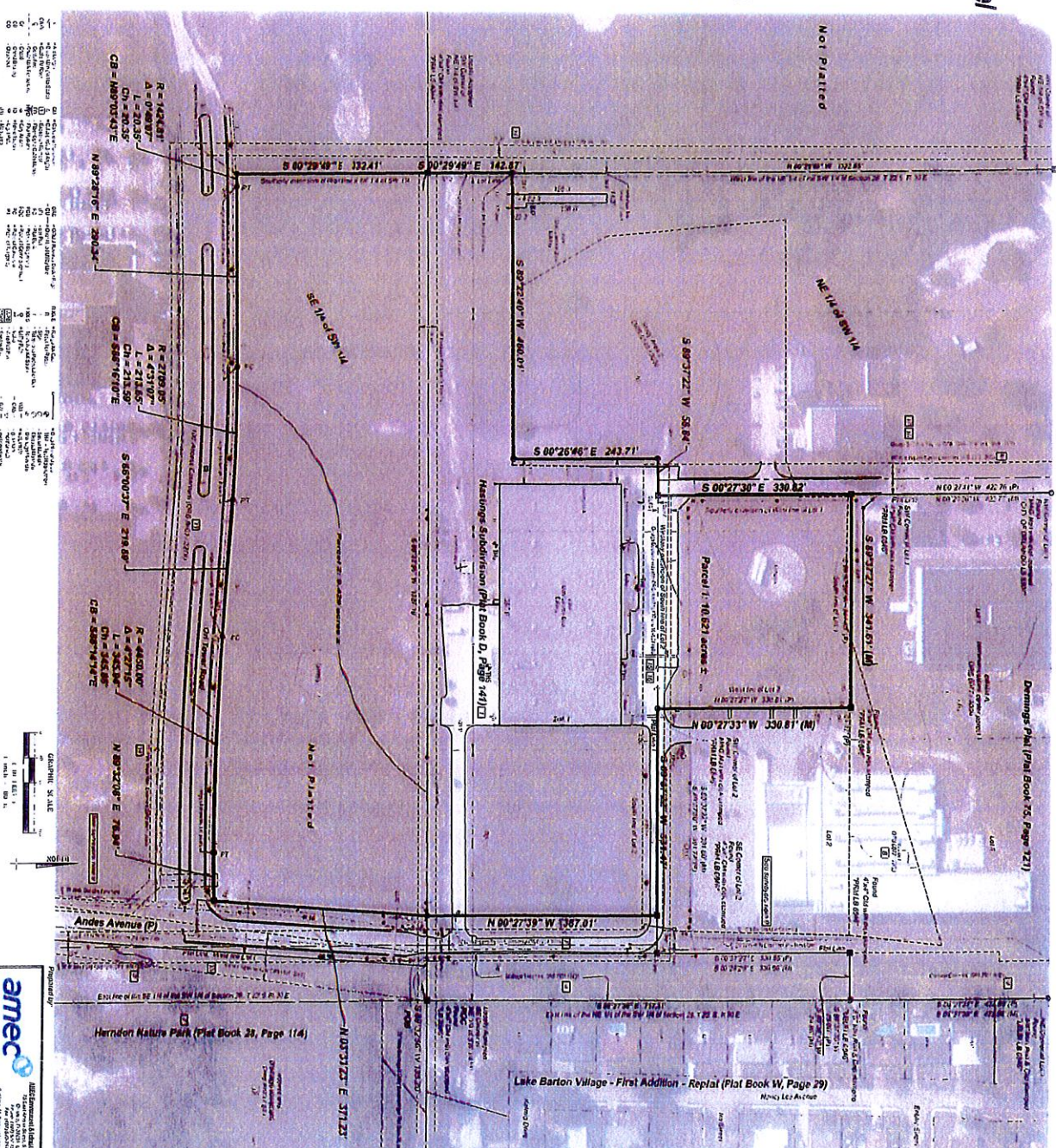
15 Ornaments recorded November 5, 2012 in Block 10-68 Page 7676

9 The consistency of the 10° wide gas line examination and the consistency of the 20° wide helium-nitrogen water immersion examination are comparable and based on previous information shown on maps prepared by:

firm titled "Sketch of Possibility for the Orlando Executive Airport". Project Number 6374010-29, drawing
DATE: January 28, 2011 CHAL

10/20/77
STATE OF
ROBERT M. JONES

UNCLASSIFIED LAND (U/L)



RELEASE OF DEED RESTRICTIONS FROM PORTION OF FAA PARCEL
Page 5.

1

EXHIBIT B

2

FAA AND AVIATION AUTHORITY CORRESPONDENCE

GOAA LETTERHEAD

April 14, 2015

Bart Vernace
Federal Aviation Administration
Orlando Airports District Office
5950 Hazeltine National Drive, Suite 400
Orlando, FL 32822

RE: Orlando International Airport/Orlando Executive Airport
Request for Concurrence: Exchange of McCoy Annex Property and Herndon
Annex Property Between the City of Orlando ("City") and the Greater
Orlando Aviation Authority ("Aviation Authority")

Dear Mr. Vernace:

The Aviation Authority and the City of Orlando ("City") are requesting your approval for an exchange of properties at Orlando International Airport and Orlando Executive Airport. The exchange of properties will facilitate (1) the City's redevelopment of the Aviation Authority property transferred to the City along with other adjacent City-owned property and (2) Aviation Authority's future development of the City's property transferred to Aviation Authority. The Aviation Authority property was acquired from the Department of the Navy in 1999.

The attached "Exhibit A" illustrates the two parcels of land that are affected in this proposed property exchange. They are listed as:

- City Parcel - 22.27 Acres (owned by the City); and
- Aviation Authority Parcel - 20.05 Acres (owned by Aviation Authority).

The attached "Exhibit B" is a balance sheet that represents the value of property transferred from the Aviation Authority to the City to be equal to the value of property transferred from the City to Aviation Authority. The property values included in this balance sheet were provided in a property appraisal.

You may call me at 407-825-3139 with any questions. Upon completion of your review and consideration, please confirm your concurrence with signature and date below to proceed with these property transfers.

Sincerely,

Brad Friel, AAE
Director of Planning

CONCUR: _____ DATE: _____
Bart Vernace

Subject to issuance of an FAA Deed of Release as to Grant Assurances

Enclosure

GOAA LETTERHEAD

April 14, 2015

Bart Vernace
Federal Aviation Administration
Orlando Airports District Office
5950 Hazeltine National Drive, Suite 400
Orlando, FL 32822

RE: Orlando International Airport/Orlando Executive Airport
Request for Concurrence: Exchange of McCoy Annex Property and Herndon
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Sincerely,

Brad Friel, AAE
Director of Planning

CONCUR: _____ DATE: _____

Bart Vernace

Subject to issuance of an FAA Deed of Release as to Grant Assurances

Enclosure