

MEMORANDUM OF UNDERSTANDING
REGARDING PROPERTY EXCHANGE

THIS MEMORANDUM OF UNDERSTANDING REGARDING PROPERTY EXCHANGE (the "MOU") is made and entered into as of the Effective Date, as hereinafter defined, by and between the City of Orlando, Florida, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), and Greater Orlando Aviation Authority, an independent special district and an agency of the City of Orlando, Florida (the "Aviation Authority"). The City and the Aviation Authority are sometimes collectively referred to herein as the "Parties" and individually as a "Party".

WITNESSETH:

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

WHEREAS, the City is the owner of certain real property located in the former Orlando Naval Training Center McCoy Annex which was conveyed to the City as contemplated by the Memorandum of Agreement by and between the United States of America and the City for the Economic Development Conveyance of Properties on the Main Base and McCoy Annex Areas of the Naval Training Center Orlando (the "MOA"), which real property is described on Exhibit "A" attached hereto and expressly incorporated herein by this reference (the "City Parcel");

WHEREAS, the City holds title to certain real property that the Aviation Authority operates pursuant to the Use Agreement located at the Herndon Annex at Orlando Executive Airport for the benefit of the Aviation Authority, which real property is described on Exhibit "B" attached hereto and expressly incorporated herein by this reference (the "the Aviation Authority Parcel"); and

WHEREAS, the deed of conveyance for the Aviation Authority Parcel contains, in sections IV through VI, certain terms, restrictions, reservations, covenants and conditions restricting the use of the Property to public airport purposes ("FAA Restrictions"); and

WHEREAS, the Aviation Authority Parcel has been included in the Orlando Executive Airport Exhibit "A" Map and Airport Layout Plan and is therefore encumbered with grant assurances ("Grant Assurances"); and

WHEREAS, the City and the Aviation Authority desire to exchange property with the Aviation Authority obtaining use of the City Parcel in exchange for the City obtaining use of the Aviation Authority Parcel; and

WHEREAS, it is necessary to release the Aviation Authority Parcel from the FAA Restrictions and Grant Assurances for the City to use such parcel; and

WHEREAS, the Navy and FAA desire the imposition of the FAA restrictions on the City Parcel for the Aviation Authority to use such parcel; and

WHEREAS, the City and the Aviation Authority desire to set forth their understanding as to the exchange of the aforescribed properties and the procedures in order to accomplish such exchange.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein set forth and other good and valuable consideration each to the other in hand paid, the City and the Aviation Authority agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are expressly incorporated herein by this reference.

2. **Appraisals.** At the request of the Parties, the Aviation Authority has performed an appraisal (the "Appraisal") of both the City Parcel and the Aviation Authority Parcel in accordance with industry and FAA standards and has submitted such Appraisal to the Parties. The valuations of the City Parcel and the Aviation Authority Parcel contained in the Appraisal have been accepted by the City and the Aviation Authority, subject to FAA approval and are summarized in Exhibit "C" attached hereto and expressly incorporated herein by this reference.

3. **Title.** Within twenty (20) days of the Effective Date of this MOU, either Party may, at its option and expense, obtain a title insurance commitment (the "Title Commitment") for the respective property such Party is acquiring use of. Either Party may, at its option and expense, obtain title insurance policies at the time of conveyance for its respective properties.

4. **Survey.** The Aviation Authority has obtained a surveyor to provide certified surveys of the City Parcel and the Aviation Authority Parcel (collectively, the "Surveys"). The Surveys shall be prepared in accordance with minimum standards as set forth in the *Florida Statutes* and the *Florida Administrative Code* for boundary and improvement surveys, shall locate all matters set forth in any Title Commitment, and shall be updated and re-certified upon request of either Party. The Surveys shall be completed and delivered to the Parties within thirty (30) days of the Effective Date. The Surveys shall be certified to the City, the Aviation Authority, any applicable title insurance company, and any other parties designated by either the City or the Aviation Authority.

5. **Title and Survey Defects.** Within thirty (30) days of the Effective Date or fifteen (15) days of receipt of the Surveys with title information, the Parties shall provide a title objection letter detailing any matters set forth in any Title Commitment or the Surveys which are unacceptable to either Party, the Parties shall in good faith endeavor to resolve any such matters. In the event there are any unresolved matters relating to title, the Title Commitment or Surveys which are unacceptable to either Party, and such matters cannot be resolved in an acceptable manner, either Party may terminate this MOU upon written notice to the other Party, in which event this MOU shall terminate and the Parties shall be released from any and all liabilities and obligations hereunder, except for the payment of costs incurred to date of termination as herein set forth.

6. **Environmental Reports.** The City has provided any and all environmental studies, reports and information relating to the environmental condition and status of the City

Parcel and the Aviation Authority has provided any and all environmental studies, reports and information relating to the environmental condition of the Aviation Authority Parcel. Either Party may, at its option and expense, obtain additional environmental reports and studies on the Aviation Authority Parcel or the City Parcel, which shall be certified to both Parties. In the event that the City is not satisfied with the environmental condition of the Aviation Authority Parcel or the Aviation Authority is not satisfied with the environmental condition of the City Parcel, then, in such event, such Party may terminate this MOU by written notice to the other Party, in which event this MOU shall terminate and the Parties shall be released from any and all liabilities and obligations hereunder, except for the payment of any costs incurred to date of termination as herein set forth.

7. **Inspection Period/Right of Entry.**

a. Within forty-five (45) days of the Effective Date the Aviation Authority may enter upon and conduct such Surveys, studies and inspections as it deems appropriate on the City Parcel (the "Inspection Period"). The Aviation Authority, in its sole discretion, may elect to terminate the MOU within the Inspection Period for any reason by providing written notice to the City. As it relates to this section, the Aviation Authority agrees, within the limitations of Section 768.28, Florida Statutes, to indemnify, defend and hold completely harmless City, and the members (including, without limitation, members of the City Council, and members of the citizens advisory committee), officers, employees and agents, from and against all liabilities (including, without limitation, liability under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601, et seq., or any other federal, state or local environmental statute, ordinance regulation or rule), losses, suits, claims, demands, judgments, damages, fines, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels), which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of City, or any property of, injury to or death of any person resulting from or arising out of the use or Aviation Authority's occupancy, of the City Parcel for inspections conducted thereon, or the negligent acts or omissions of the Aviation Authority, agents, or employees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, damage, fine, penalty, cost or expense was solely caused by City's negligence or by the joint negligence of City and any person other than the Authority or its officers, agents, or employees, or (ii) arising out of the failure of the Aviation Authority to keep, observe or perform any of the covenants or agreements in this Agreement to be kept, observed or performed by the Aviation Authority. The provisions of this Paragraph 7 shall survive the expiration of earlier termination of this MOU with respect to any acts or omissions occurring during the term of this Agreement.

b. Within forty-five (45) days of the Effective Date the City may enter upon and conduct such Surveys, studies and inspections as it deems appropriate on the Aviation Authority Parcel (the "Inspection Period"). Prior to initiating Development Activities, defined hereafter, the City, in its sole discretion, may elect to terminate the MOU within the Inspection Period for any reason by providing written notice to the Aviation Authority. This right of entry provides the right, but not the obligation, to the City to initiate development activities on the Aviation Authority Parcel, including, but not limited to design, engineering, permitting and construction within the Aviation Authority Property (the "Development Activities"). Development Activities specifically excludes demolition of any structures on the Aviation

Authority Property. Development Activities undertaken by the City prior to the issuance of the FAA approvals contemplated by Section 11 of this MOU are at the sole risk of the City. As it relates to this section, the City agrees, within the limitations of Section 768.28, Florida Statutes, to indemnify, defend and hold completely harmless the Aviation Authority, and the members (including, without limitation, members of the Aviation Authority's Board, and members of the citizens advisory committee), officers, employees and agents, from and against all liabilities (including, without limitation, liability under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601, et seq., or any other federal, state or local environmental statute, ordinance regulation or rule), losses, suits, claims, demands, judgments, damages, fines, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels), which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of the Aviation Authority, or any property of, injury to or death of any person resulting from or arising out of the City's use, or occupancy, of the of the Aviation Authority Parcel for the inspections conducted thereon, or the negligent acts or omissions of the City, agents, or employees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, damage, fine, penalty, cost or expense was solely caused by the Aviation Authority's negligence or by the joint negligence of the Aviation Authority and any person other than the City or its officers, agents, or employees, or (ii) arising out of the failure of the City to keep, observe or perform any of the covenants or agreements in this Agreement to be kept, observed or performed by the City. The provisions of this Paragraph 7 shall survive the expiration of earlier termination of this MOU with respect to any acts or omissions occurring during the term of this Agreement.

8. **Restriction Release/Imposition.** In the event that the Parties elect to proceed with the exchange, the Parties contemplate that each will seek release of the restrictions imposed by the United States of America through the Navy and the FAA on the Aviation Authority Parcel and will seek re-imposition of the FAA Restrictions on the City Parcel. The City shall execute the Deed of Restrictions (Exhibit "D") and record same against the Aviation Authority Parcel subsequent to the Deed of Release issued by the FAA (discussed below). The United States will execute Amendment Number 8 to its MOA with the City, and, as contemplated by Amendment Number 8 to the MOA, shall execute and record a Deed of Restrictions against the City Parcel imposing the FAA Restrictions on such land and execute and record a Release of Restrictions (Exhibit "E") against the Aviation Authority Parcel releasing the Aviation Authority Parcel from the FAA Restrictions. The Aviation Authority will include the City Parcel in its Exhibit "A" map. The Aviation Authority will obtain the Deed of Release for the Aviation Authority Parcel from the FAA, and said deed will be recorded prior to the Deed of Restrictions in a form substantially similar to that shown in Exhibit "F".

9. **Valuation of Parcels.** The respective values of the Aviation Authority Parcel and the City Parcel are shown in Exhibit "C", with the value of the City Parcel and the Aviation Authority Parcel for purposes of the property exchange contemplated hereunder being equal.

10. **Costs and Expenses.** The City and the Aviation Authority shall pay equally the cost of the Appraisal and Surveys. In the event either Party elects to obtain an additional appraisal(s), such appraisal(s) shall be at that Party's expense. Attorneys' fees and related costs shall be borne by each Party as to their respective counsel. Each Party shall pay all costs and expenses relating to any Title Commitment, search fees and title insurance policies, any

additional environmental reports, closing fees and costs, recording fees, and any and all documentary stamp tax or similar taxes imposed on this transaction with respect to the property being transferred to such Party.

11. **Insurance.** City is self insured for general liability purposes within the meaning of Florida law. City covenants and agrees that City will maintain such self- insurance, during the Inspection Period, should City conduct any Development Activities, at City's own cost and expense. During the Inspection Period, should the City conduct any Development Activities, City shall cause its contractors, subcontractors, agents, licensees and permittees accessing the Aviation Authority Parcel to maintain insurance coverage in accordance with Authority's Risk Management/Safety policies and procedures contained in the Authority's Policy and Procedure Manual. Nothing herein shall be construed as a waiver of City's limits of liability under Section 768.28, Florida Statutes (2014).

12. **Utilities.** The Aviation Authority Parcel is on a single water meter with the remainder of the Herndon Annex, excluding the Police Training Facility. Within sixty (60) days following completion of the exchange of restrictions and releases of restrictions contemplated by this MOU, the City will obtain a separate meter or sub-meter to meter water for its development on the Aviation Authority Parcel and the City agrees to cooperate in good faith in resolving issues regarding the service, line and meter charges for the City Communications Center.

13. **Contingencies.** The property exchange provided for herein is contingent upon the prior approval of the Federal Aviation Administration ("FAA"), the United States Navy, the Aviation Authority Board of Directors and the Orlando City Council. The FAA approvals contemplated herein shall require a letter of Consent to the exchange as contemplated by Amendment Number 8 to the MOA and the FAA's execution of the Deed of Release. The Navy approvals contemplated herein shall require the Navy's execution of Amendment Number 8 to the MOA, the Deed of Restrictions and the Release of Deed Restrictions. If any of these agencies does not approve this property exchange, then this MOU shall terminate and the Parties shall be released from any and all liabilities and obligations hereunder, except for the payment of any costs incurred to date of termination as set forth herein.

14. **Additional Documentation.** The Parties agree to cooperate and execute any and all additional documentation or agreements in order to accomplish the conveyance of the City Parcel and the Aviation Authority Parcel in the event the Parties elect to proceed with such exchange.

15. **Effective Date.** The "Effective Date" of this MOU shall be the date this MOU is last approved and executed by the Parties hereto.

16. **Continued Cooperation.** The Parties hereto agree to cooperate with each other in the facilitation and completion of the property transfers contemplated hereby, and with respect to any growth management plan amendments, re-zonings and development order amendments with respect to the subject properties.

17. **Limitation of Remedies.** The Parties expressly agree not to pursue an award of monetary damages for a breach of or non-performance under this MOU, the only remedies available against the breaching or non-performing Party shall be either to withhold further performance under this MOU until the breaching or non-performing Party cures such breach or

non-performance or to seek a court order requiring specific performance of this MOU. The Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida, shall reserve jurisdiction to enforce the terms and provisions of this MOU.

18. **Entire Agreement.** This MOU contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect.

19. **Amendments and Waivers.** This MOU may not be amended, modified, altered, or changed in any respect whatsoever, except by an amendment in writing duly executed by the Parties hereto. No failure by the Parties to insist upon the strict performance of any covenant, duty, agreement or condition of this MOU or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of a future breach of any other covenant, agreement, term or condition. Any Party hereto, by notice, may waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, covenant or breach of any other Party hereto. No waiver shall affect or alter this MOU, but every covenant, agreement, term and condition of this MOU shall continue in full force and effect with respect to any other then existing or subsequent duty, obligation, covenant or breach thereof.

20. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered or transmitted electronically (i.e. telecopier device), within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

City: The City of Orlando, Florida
400 South Orange Avenue
Orlando, Florida 32801
Attn: City Clerk
Telephone: (407) 246-2251
Telecopy: (407) 246-3010

Copy to: The City of Orlando, Florida
400 South Orange Avenue
Orlando, Florida 32801
Attn: Real Estate Manager
Telephone: (407) 246-2653
Telecopy: (407) 246-3129

Copy to: The City of Orlando, Florida
400 South Orange Avenue
Orlando, Florida 32801
Attn: Stacey Y. Adams, Assistant City Attorney
Telephone: (407) 246-3395
Telecopy: (407) 246-2854

AVIATION
AUTHORITY: Greater Orlando Aviation Authority
Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Attn: Executive Director
Telephone: (407) 825-2051
Telecopy: (407) 825-2202

Copy to: Greater Orlando Aviation Authority
Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Attn: Chairman
Telephone: (407) 825-2051
Telecopy: (407) 825-2202

Copy to: Marchena and Graham, PA
976 Lake Baldwin Lane, Suite 101
Orlando, FL 32814
Telephone: (407) 658-8566
Telecopy: (407) 281-8564

or to such other address as either Party hereto shall from time to time designate to the other Party by notice in writing as herein provided.

21. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this MOU, any provision hereof or any matter arising herefrom, the prevailing Party shall be entitled to recover from the losing Party its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in arbitration, in mediation, in any bankruptcy action, in any declaratory action, at trial or on appeal.

22. **Binding Effect.** The provisions of this MOU shall inure to the benefit of and be binding upon the Parties hereto and their respective successors, assigns and legal representatives.

23. **Severability.** This MOU is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this MOU or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this MOU and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

24. **Execution and Counterparts.** To facilitate execution, the Parties hereto agree that this MOU may be executed in as many counterparts as may be required and it shall not be necessary that any signature of or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any Party,

appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

25. **Governing Law.** This MOU shall be construed in accordance with and interpreted under the laws of the State of Florida.

26. **Disclaimer of Third Party Beneficiaries.** This MOU is solely for the benefit of the Parties hereto. No right, remedy, cause of action or claim shall accrue by reason hereof to or for the benefit of any third party who is not a Party executing this MOU.

27. **Construction of Agreement.** This MOU is the result of mutual negotiations between the Parties hereto and all Parties have contributed substantially and materially to the preparation hereof. Accordingly, this MOU shall not be construed more strictly against any one Party than against the others.

28. **Captions and Headings.** The captions and paragraph headings inserted at the beginning of each paragraph or subparagraph are for convenience only, and do not add to or subtract from the meaning and scope of the contents of each such provision.

29. **Recordation.** The Parties agree that this MOU shall not be recorded in the Public Records of Orange County, Florida, or the public records of any other county in the State of Florida.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the date set forth below each signature.

SIGNATURES BEGIN ON FOLLOWING PAGE

“CITY”

The City of Orlando, Florida, a municipal corporation organized and existing under the laws of the State of Florida

ATTEST:

City Clerk

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND
LEGALITY for the use and reliance of the City
of Orlando, Florida only this _____ day of
_____, 2015.

By: _____

Name: _____

Title _____

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

EXHIBIT "A"

The City Parcel

EXHIBIT “B”

The Aviation Authority Parcel

EXHIBIT “C”

Balance Sheet

Transfer to City Use from the Aviation Authority Use

Description	Acreage	Total Value
Aviation Authority Parcel	20.05 acres	\$3,799,000
Building		\$ 81,000
		\$3,880,000

Transfer to the Aviation Authority Use from City Use

Description	Acreage	Total Value
City Parcel	22.27 acres	\$3,880,000

EXHIBIT "D"

Deed of Restrictions

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: _____

Location Map
(Not to Scale)

Map of Boundary Survey
NTC McCoy ANNEX - Exchange Parcel

Located in
Section 32, Township 23 South, Range 30 East
Orange County, Florida

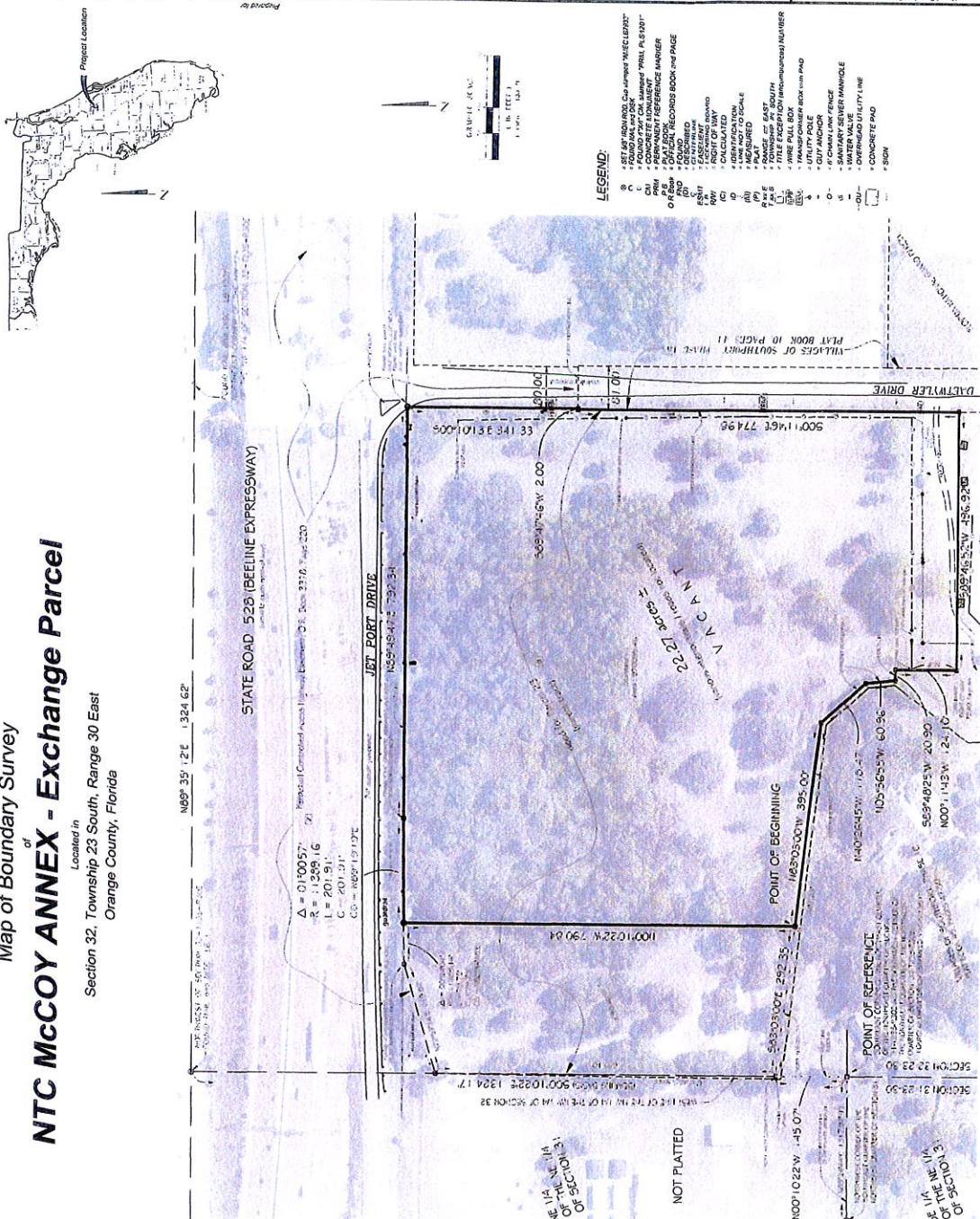


LEGAL DESCRIPTION:

[illegible]

Surveyor's Notes:

- [illegible]



LEGEND:

- [illegible]

Received by



First Day in Field Jun. 12, 2015

[illegible]

First Day in Field Jun. 12, 2015