

**ORLANDO INTERNATIONAL AIRPORT**

**GROUND LEASE**

**BY AND BETWEEN**

**GREATER ORLANDO AVIATION AUTHORITY**

**AND**

**CITY OF ORLANDO**

**EFFECTIVE DATE**

\_\_\_\_\_

# ORLANDO INTERNATIONAL AIRPORT

## GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between the **GREATER ORLANDO AVIATION AUTHORITY**, an agency of the City of Orlando, Florida, existing as an independent special district under and by virtue of the laws of the State of Florida, whose address is One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399 (the "Authority"), and the **CITY OF ORLANDO**, a municipal corporation organized and existing under the Laws of the State of Florida, whose address is City Hall, 400 S. Orange Avenue, Orlando, FL 32801 ("City").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Amended and Restated Operation and Use Agreement dated August 31, 2015, between the Authority and City, the Authority controls, operates, and maintains an airport in Orange County, State of Florida, known as Orlando International Airport (hereinafter referred to as the "Airport"); and

**WHEREAS**, the Airport is managed by the Authority's Chief Executive Officer, and whenever used in this Agreement, the word "CEO" shall mean the Chief Executive Officer of the Authority, or the designated representative of the Chief Executive Officer; and

**WHEREAS**, the City wishes to build and operate a governmental center to serve local residents on Airport managed property and the Authority desires to honor the City's request.

**NOW, THEREFORE**, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by the reference.

2. Definitions. The following words, terms and phrases wherever used in this Agreement shall for the purposes of this Agreement have the following meanings:

a. Agreement means this Ground Lease Agreement by and between the Authority and City.

b. Airport means Orlando International Airport, owned by the City of Orlando and operated by the Authority, the current boundaries of which are more particularly shown in **Exhibit "A-1"** attached hereto and incorporated herein by this reference, including all real property, easements or any other interest therein as well as all improvements and appurtenances thereto, structures, buildings, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned, leased or operated by the Authority. Exhibit "A-1" may be modified from time to time, and at any time, in the exclusive discretion of the Authority to reflect changes in the boundaries of the Airport. Any modified Exhibit "A-1" shall become part of this

Agreement and replace any prior Exhibit “A-1,” without any further action of the parties hereto, upon delivery by the Authority to the City of such modified Exhibit “A-1”.

c. Annual Rent or Rent shall mean the annual rental payable to the Authority pursuant to Section 5.

d. Attorney’s Fees means reasonable attorneys’ fees and costs, including, without limitation, fees and charges for the services of paralegals or other personnel who operate for and under the supervision of attorneys and whose time is customarily charged to clients.

e. The Authority means the Greater Orlando Aviation Authority, created pursuant to Chapter 57-1658, Special Laws of Florida 1957, as replaced by Chapter 98-492, Laws of Florida, as amended, as an agency of the City of Orlando, Florida existing for purposes of carrying out and exercising the obligations, rights and duties of such entity hereunder, its board and executive staff, as the context requires.

f. Chief Executive Officer means the Chief Executive Officer of the Authority and shall include such person or persons as may from time to time be authorized in writing by the Authority or by the Chief Executive Officer or applicable law to act for the Chief Executive Officer with respect to any or all matters pertaining to this Agreement.

g. City shall mean the City of Orlando, Florida in its capacity as the tenant under the lease and not in its regulatory capacity.

h. Effective Date means the date set forth in paragraph 1, page 1 of this Agreement.

i. Event of Default means either a Termination Event of Default or a Non-Termination-Event of Default, as defined in Section 12.

j. FAA means the Federal Aviation Administration, or its authorized successor(s).

k. Fair Market Value (FMV) shall have the same definition as defined by the FAA as follows: “the highest price estimated in terms of money that a property will bring if exposed for sale in the open market allowing a reasonable time to find a purchaser or City who buys or rents with knowledge of all the uses to which it is adapted and for which it is capable of being used. It is also frequently referred to as the price at which a willing seller would sell and a willing buyer buy, neither being under abnormal pressure. Fair Market Value will fluctuate based on the economic conditions of the area.”

l. Improvement or Improvements means any item which is affixed to the Site or affixed to any Improvement thereto and which cannot be removed without material damage to the Site or another Improvement and shall consist of those improvements to the Site required to operate, maintain, and repair the Site.

m. Operation and Use Agreement means the Amended and Restated Operation and Use Agreement dated August 31, 2015, between the City and Authority as amended from time to time.

n. Permitted Use shall have the meaning set forth in Section 4.c.

o. Plans and Specifications shall have the meaning set forth in Section 4.d.

p. Project means the City of Orlando Southeast Government Center consisting of an approximately 15,000 sq. ft. building, which includes, government offices, meeting rooms and a police substation, and an approximately 20,000 sq. ft. Orange County Public Library building together with associated parking all designed, engineered, permitted and constructed by the City at its sole cost and expense.

q. Rent Commencement Date means the date on which City completes the construction of the Improvements.

r. Site means the area of approximately five (5) acres of vacant, real property located within the Airport as more particularly described on **Exhibit "A-2,"** attached hereto and incorporated herein by this reference, which the City is granted the right to develop, construct, market and manage the Project in accordance with the terms and conditions of this Agreement.

s. Term shall have the meaning set forth in Section 3 contained herein and shall include any Renewal Term.

t. Termination Event of Default shall have the meaning set forth in Section 12.a

Additional defined terms appear in other provisions of this Agreement and will have the respective meanings assigned to them.

### 3. Term.

a. Initial Term. The Initial Term of this Lease shall commence on the Effective Date and shall expire on the date that is thirty (30) years after the Effective Date, as defined above, unless extended or sooner terminated in accordance with the terms and provisions hereof. The Authority shall deliver possession of the Site to City upon the Effective Date of this Agreement.

b. Option to Renew. The Authority hereby grants City the right and option to renew the Term of this Lease for three (3) additional periods of five (5) years each (each a "Renewal Term"), but in no event beyond expiration of the Operation and Use Agreement. In the event City desires to exercise this option to renew and provided City is not in default, City shall so notify the Authority in writing at least ninety (90) days prior to the expiration of the current Term, and upon the giving of such notice, this Lease shall automatically be extended for that Renewal Term.

4. Demise of Site. Subject to the terms and conditions set forth in this Agreement, the Authority hereby demises and leases to City and City hereby leases from the Authority the Site. The Authority acknowledges that the Site may be adjusted during the planning and design phase of the Project, however any change in the Site that increases, decreases, or reconfigures the Site shall be subject to the review and approval of the Authority, in its sole and reasonable discretion. If the City requests an adjustment to the Site, it will provide the Authority with a sketch and legal description of the adjusted Site based upon a survey prepared at the City's expense by a surveyor licensed by the State of Florida and shall be certified to the Authority as being prepared in accordance with the minimum technical standards as set forth in the Florida Administrative Code and shall otherwise be reasonably acceptable to the Authority and shall set forth the square footage of the adjusted Site. The sketch and legal description for the revised Site shall be designated as **Exhibit "A-3"** and added, as an amendment to this Agreement, as the description of the Site for the purposes of this Agreement. Such amendment is considered administrative in nature and may be executed by the City's Real Estate Manager on behalf of the City, and by the Chief Executive Officer on behalf of the Authority, without any further action by the respective governing bodies of the parties.

a. Compliance With Laws. City leases the Site subject to, and City agrees to comply: (i) with all applicable building codes, zoning regulations, and municipal, county, state and federal laws, ordinances and regulations governing or regulating the Project or its uses (collectively, the "Applicable Laws") (provided that City shall have the right to contest Applicable Laws subject to the terms of Section g below), (ii) with all covenants, easements and restrictions of record, (iii) the Greater Orlando Aviation Authority Design Guidelines, as may be amended from time to time ("Airport Design Guidelines"), (iv) materially with all applicable conditions of the Orlando International Airport Master Plan, as may be amended from time to time (the "Airport Master Plan"); (v) East Airfield Planned Development Ordinance, as may be amended from time to time (the "East Airfield PD Ordinance"); and (vi) the Construction of Improvements rules set forth in Exhibit B attached hereto. No such amendments to the Airport Design Guidelines, Airport Master Plan, and East Airfield PD Ordinance shall materially interfere with City's construction and thereafter operation of the Project.

b. Condition of Site. Prior to the Effective Date, City, at its sole cost, undertook such title, wetlands, geotechnical and environmental inspections, testing and survey of the Site as City desired, for the purpose of evaluating the Site regarding the presence of wetlands, the geotechnical characteristics, as well as the surface and subsurface and environmental conditions of the site and identifying conditions which will be factored into the design and cost of construction. Subject to the terms and conditions of this Agreement, City accepts the Site "AS-IS." City acknowledges that the Authority has made no representations or warranties relating to the suitability of the Site for any particular use except as otherwise provided herein, and unless otherwise expressly provided in this Agreement, the Authority shall have no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Site.

c. Permitted Use. City shall be permitted to use the Site for any and all lawful purposes relating to the construction, operation and maintenance of the Project, including the operation of an Orange County Public Library facility. City shall operate the Site in compliance with all Applicable Laws and the terms and conditions of this Agreement. No other use of the Site other than the Permitted Use shall be allowed without the prior written consent of the Authority.

Appropriate signage identifying the Project, including traffic and directional signage, is permitted on the Site as set forth in subsection f below, however, there shall be no display advertising permitted on the Site without the prior, written consent of the Authority.

d. Construction of Improvements by City. City shall have the right, but not the obligation, to construct Improvements related to its Permitted Uses. City, at City's sole expense, shall prepare preliminary plans and specifications in accordance with the Applicable Laws, Airport Design Guidelines, Airport Master Plan and East Airfield Planned Development Ordinance under the seal of a duly licensed architect or engineer (the "Plans") to construct the Project and all Improvements and shall submit the Plans to the Authority for review and approval prior to commencement of construction, such approval shall not be unreasonably withheld. The Authority's review process under the Airport Design Guidelines has two review paths. The first path is presentation to the Design Review Committee of the preliminary plans and specifications and again for approval of building elevations, colors, and signage. Design Review Committee approval is required for any changes to the concept plan, building elevations, colors, or signage. The Design Review Committee is a scheduled meeting, and the Authority will schedule the Project at the next available Design Review Committee meeting subsequent to the City's submittal. Once approved, the second path is the submission of construction plans and specifications for the Technical Design Review process at 30%, 95% and 100% drawing submittals. The Authority agrees to provide the Project with a priority status similar to the City's expedited permitting process for the STC Tenant Concessions. Some submittals may require more than thirty (30) days based on committee dates or other issues, however the Authority will endeavor to have the submittals reviewed and either approved or rejected within thirty (30) days of submittal. The 30-day period does not include the period during the Authority's Design Review Committee review and consideration. This process will allow for submittal of a site package in advance of a vertical package, however the City will proceed at its own risk with site package work prior to approval of the vertical package. If the Authority does not approve the Plans, the Authority's rejection notice shall also include its requested changes to the Plan. After the Authority's approval of the Plans, City, at City's sole expense, shall apply for and diligently pursue all licenses, permits and other authorizations (collectively, the "Permits") needed to construct the Improvements. After receipt of all Permits, City shall provide copies of same to the Authority and shall construct the Improvements in accordance with (i) the Permits and all Applicable Laws (ii) the Plans, (iii) all covenants, easements and restrictions of record, (iv) materially with all applicable conditions of the Airport Design Guidelines, (v) materially with all applicable conditions of the Airport Master Plan, and (vi) East Airfield Planned Development Ordinance.

e. Responsibility for Construction. Any construction or installation by or for the benefit of City shall be at the sole risk of City and shall be in accordance with all Applicable Laws and subject to reasonable inspection by the Chief Executive Officer.

f. Signage. All City signage on the Site shall comply with the Airport Graphic Standards and the Airport Design Guidelines (a copy each is available upon request), as such guidelines may be amended from time to time, and must be approved in writing by the Authority before being installed. Such approval shall not be unreasonably withheld, conditioned or delayed. The City anticipates installing off-Site signage at the entrance to the Project and at the corner of Narcoossee Road and Dowden Road, and the Authority has agreed to allow to such off-Site

signage provided that it complies with the requirements set forth in subsection d above. There shall be no signage on the roof of the buildings.

g. Contest of Applicable Laws. City may exercise any rights provided by law to contest the Applicable Laws and shall not thereby be deemed in default under this Agreement, provided: (i) no Event of Default has occurred and is continuing hereunder; (ii) upon request by the Authority, City shall provide security reasonably satisfactory to the Authority assuring compliance with such Applicable Laws and protecting the Authority and the Site against any penalty, fine, charge or other expense which may arise as a result of any delay in compliance therewith; (iii) such contest shall operate to suspend enforcement of compliance with the Applicable Laws; and (iv) such contest is maintained and prosecuted by City, at City's cost, with due diligence.

h. Rights Reserved by Authority. The Authority reserves the right for itself and others to existing utility easements over, under or across the Site and to run water, sewer, electrical, telephone, gas, drainage and other lines over, under, or through the Site and to grant necessary utility easements therefor, provided that in the exercise of such rights it (i) shall not unreasonably interfere with City's construction of the Improvements or use of the Site, (ii) shall repair any damage to the Site and improvements thereon caused by the Authority as a result of the exercise of such reserved rights, and (iii) shall not reduce the level of service to the Project. The Authority also reserves the right to utilize any existing surface, overhead and underground pipes, pumps, utility lines or hydrant systems on the Site as are necessary to supply water or telephone service, petroleum products, natural gas, electricity, sanitary sewer service, or other utility service to other portions of the Airport or tenants thereon. All utility facilities on the Site at the time of the making of this Agreement, together with any such facilities subsequently constructed or installed will, upon termination of this Agreement for any reason, become the property of the Authority. The cost of relocating any such facilities, if required by the City's Project, will be borne by the City.

i. Access. The Improvements shall include a driveway constructed by the City to provide ingress and egress to and from the Project from Dowden Road. The construction of such driveway shall comply with subsection d above.

j. Berm/Landscape Buffer. Pursuant to Section 5.b of the Memorandum of Understanding Regarding the East Airfield Development Area dated December 15, 2015 (the "Memorandum") between the Northlake Park at Lake Nona Community Association, Inc., Lake Nona Estate Community Association, Inc. (collectively, the "HOAs"), and the Authority, the Authority is required to install a substantial berm covered with landscaping on the north and west sides of the realigned Dowden Road and the future Cargo Road extension (the "Berms"). In areas where the Berms have already been installed, the City may remove or modify the Berms to construct an access driveway to the Site as allowed in Paragraph 5.b. of the Memorandum. The City will install and landscape the Berms required to be installed outside the Site on the north side of the realigned Dowden Road and on the west side of the future Cargo Road Extension. City shall plant drought hardy landscaping and shall be responsible for initial watering in of the landscaping material. Upon such installation by the City and subsequent to the watering in period, GOAA shall be responsible for the maintenance of such Berm, including the landscaping material.

k. Existing Fill Material on Site. The Authority has moved fill material to the Site in an amount equal to approximately 8 feet in depth over the entire Site (the "Fill Material"). The Authority has provided to the City the geotechnical reports relating to the Fill Material. The City accepts the site "AS IS, WHERE IS" which includes the use of the Fill Material currently stored on the Site. In the event the City determines that the existing Fill Material or any portion of the Fill Material is not desired for the Project, to provide cost savings to the City, the City shall, at the City's expense, move and regrade the Fill Material, to the Authority's reasonable specifications, to the Authority's property immediately west of the Site.

l. Noise Ordinance. The City shall comply at all times with the City of Orlando Noise Ordinance, as may be amended from time to time.

5. Payment of Annual Rent and Other Charges.

a. Determination of Fair Market Rental Value. The annual Fair Market Rental Value of the Site shall be equal to Seven percent (7.0%) of the FMV of the Site. The Authority determined through an appraisal that the initial Fair Market Value for the rental of the Site is Eighty-Seven Thousand Five Hundred and 00/100 Dollars (\$87,500.00) per year (\$250,000 per acre at seven percent (7%) for the five (5) acre site). Based on such appraisal, the initial Rent for the first five (5) years of the Term commencing on the Rent Commencement Date shall be Eighty-Seven Thousand Five Hundred and 00/100 Dollars (\$87,500.00) per year. If the Site is adjusted pursuant to Section 4 above, the annual rental shall be adjusted accordingly based on the size of the adjusted Site as shown in Exhibit A-3 to the amendment. The value of any Improvements on the Site which have been installed or constructed by the City in accordance with Section 4, above shall not be included in determining the fair market rental value of the Site now or hereafter.

b. Commencement of Rent and Payments. Payments of annual rent hereunder shall commence on the Rent Commencement Date. Commencing on the Rent Commencement Date, City shall make monthly payments of one-twelfth (1/12) of the total annual rent, as may be adjusted from time to time, for the Site, without demand or invoice, on the first day of each month. Said rentals and charges shall be deemed delinquent if payment is not received by the tenth (10<sup>th</sup>) day of the month.

c. Change in Annual Rent. The initial determination of the annual rent shall be fixed for five (5) years commencing on the Rent Commencement Date. Thereafter, the Authority and City agree that, once every five (5) years during the Term, including any Renewal Terms, the Site will be appraised in accordance with the procedures set forth below. The annual rent shall be adjusted for each such five (5) year period based on the appraised Fair Market Value, provided, however, that the minimum annual rent shall not be less than the minimum annual rent charged during the immediately preceding five (5) year period nor be increased by more than twenty percent (20%) of the previous five (5) year period rent.

Subsequent appraisals of Fair Market Value of the Site shall be determined as follows: The Authority at its expense shall obtain an appraisal of the Fair Market Value from an appraiser (the "First Appraiser") who meets the Appraiser Qualifications, as hereinafter defined. The appraisal shall be obtained by the Authority and provided to City. If City disagrees with the First Appraiser's appraisal, City shall, within thirty (30) days after receipt of such appraisal, notify the



Authority of City's selection of a second appraiser meeting the Appraiser Qualifications (the "Second Appraiser"). If City does not so select a Second Appraiser and notify the Authority of such selection within such thirty (30) day period, the First Appraiser's appraisal shall be conclusive as to the Fair Market Value of the Site. If a Second Appraiser is so selected, the Second Appraiser shall have sixty (60) days to conduct an appraisal of the Fair Market Value of the Site using the appraisal instructions Authority provides to its appraiser, which shall at a minimum require comparison sales within Airport Support District-Medium Intensity zoning. Upon completion, City shall provide the Second Appraiser's appraisal to the Authority and the First Appraiser. If the appraisals by the First Appraiser and Second Appraiser are within ten percent (10%) of each other, then the average of the two appraisals shall be deemed to be the Fair Market Value of the Site. If the two appraisals are not within ten percent (10%) of each other, the City shall select a third appraiser from the Authority's appraisal list within fifteen (15) days of delivery of the second appraisal to the Authority (the "Third Appraiser"). Within thirty (30) days, the Third Appraiser with the benefit of review of the First and Second Appraisals, shall issue a third appraisal of the Fair Market Value. Upon completion of the appraisal by the Third Appraiser, the Fair Market Value obtained by each of the three appraisers shall be reviewed and the two (2) valuations that are closest together shall be added together and divided by two to determine the final, binding Fair Market Value of the Site. Each party shall pay the fees and expenses of each appraiser appointed by such party, and the fees and expenses of the Third Appraiser and all other expenses, if any, shall be borne equally by both parties. Any appraiser designated to serve in accordance with the provisions of this Agreement shall be designated an "MAI" appraiser by the Appraisal Institute, shall be disinterested, shall be qualified under Florida law to appraise real estate of the type covered by this Agreement, and shall have been actively engaged in the appraisal of real estate situated in Orange County, Florida for a period of not less than five (5) years immediately preceding his or her appointment (the "Appraiser Qualifications").

Instructions to the appraiser(s) will include a statement that the value of any Improvements constructed by the City on the Site, shall not be included in determining the fair market value of the Site.

In the event the then Fair Market Value of the Site has not been determined until after the date upon which the required adjustment is to become effective, the annual rent previously in effect shall continue until such Fair Market Value and the new annual rent is determined. Once determined, the new annual rent shall become effective, retroactive to the date upon which such adjustment was required, and within ten (10) days after the City has received notice of the new annual rent, City shall pay to the Authority any additional annual rent that is due and owing, if any.

d. Changes in Rates, Fees and Charges. Adjustments to rates for the annual rent shall apply without the necessity of formal amendment of this Agreement.

e. Delinquent Rent. Any installment of Annual Rent, Additional Rent, or other amounts due from City under this Agreement, that is not received within ten (10) days after written notice from the Authority to City of the Authority's failure to receive such amount, shall bear interest from the date when the same was due until paid by City at the interest rate of the highest rate permitted by law minus three percent (3%).

f. Sales, Use, Ad Valorem and Other Taxes. City shall be solely responsible for the paying when due all applicable taxes, if any (including, without limitation, sales, use, ad valorem or leasehold intangibles taxes, if any are required to be paid), assessments (including, without limitation, stormwater utility charges) and impact fees levied against or in connection with the Site, City's leasehold interest therein, and any Improvements thereto, and shall pay when due all taxes and assessments levied against City's personal property located on the Site or otherwise arising out of City's occupation, use of or operations on the Site. In the event City fails to pay such taxes and assessments when due, City shall be obligated to pay all resulting interest and penalties on such delinquent taxes and assessments. To avoid delinquency, the Authority shall have the right, but not the obligation, to pay any such taxes or assessments on behalf of City and to collect the amount of such payment from City, together with interest assessed by any taxing authority having jurisdiction, as Additional Rent. If the Term of this Agreement expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if the Term of this Agreement commences on a date other than the first day of such tax year, City shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Agreement was in effect during such tax year by the total number of days in such tax year. If this Agreement is in effect for a period less than any entire period for which an assessment other than a tax is imposed, City shall pay a percentage of the assessment calculated by dividing the number of days this Agreement was in effect during that assessment period by the total number of days in the assessment period.

g. City's Tax Rights. City may exercise any rights provided by law to contest or pay under protest any taxes and shall not thereby be deemed in default under this Agreement, provided that such contest or payment under protest does not result in the imposition of a lien for delinquent taxes on the Site or any Improvements and City promptly pays all taxes and assessments (and any interest and penalties with respect thereto) ultimately determined to be due. No provision of this Agreement shall be construed as a release or waiver on the part of the Authority or the City of the right to assess, levy or collect any license, personal property, intangible, occupation or other tax which they, or either of them, may lawfully assess, levy or collect on the business or property of City. City's obligations under this Article shall survive the expiration or earlier termination of this Agreement.

6. Ownership of Improvements. Title to all Improvements and alterations constructed or installed on the Site shall at all times during the Term of this Agreement remain in name of the City. No less than one hundred eighty (180) days prior to the termination of this Agreement (whether by expiration of the Term hereof or upon earlier termination as provided for herein), the Authority shall elect whether to (1) take title to all such Improvements and alterations, in which case all such Improvements and alterations shall vest in the Authority, or (2) require the City to demolish the Improvements and return the Site to a pad ready state prior to the termination of this Agreement. All furniture, signs, and fixtures shall remain the property of the City and shall be removed by City prior to the expiration or earlier termination of this Agreement. Such removal shall be at the City's own expense and shall not cause material injury to the Site or Improvements, and, therefore, the City shall simultaneously therewith repair and restore any damage to the Site or Improvements thereon caused by such removal in a manner reasonably satisfactory to the CEO. Notwithstanding the foregoing, if the Authority requires the City to demolish the Improvements, then the City may remove its furniture, signs and fixtures without regard to damage to the Improvements. The failure to so remove such furniture, signs, and fixtures or other personal

property by the termination of this Agreement shall constitute a hold-over by City, subject to all of the terms and conditions of this Lease, but all such property not removed within the time above specified shall be deemed abandoned, in which case the Authority may use or dispose of the same as it shall see fit without any liability to City therefor.

7. Surety Bonds.

a. Surety Bonds.

i. Prior to the commencement of any improvements greater than \$200,000 at the Airport, City shall obtain, or cause to be obtained by its contractor(s), and deliver to the Authority and record in the public records of Orange County, Florida, payment and performance bonds in sums equal to the full amount of the construction contract awarded by City for the improvements, as described more fully herein, in substantially the same form as attached hereto as Exhibit "D."

ii. Such payment and performance bonds required hereunder shall name the contractor of City as principal, shall name the Authority as an additional obligee thereunder through a multiple obligee rider and shall be drawn from such company licensed to do business in the State of Florida, subject to the Authority's reasonable approval.

iii. All payment bonds required hereunder from any Contractor of City shall be in the sum equal to the full amount of the construction contract awarded by City for the improvements. Such payment bonds shall be conditioned upon the payment of all labor, materials, equipment and supplies used in the performance of said construction contract.

iv. All performance bonds required hereunder from any Contractor of City shall guarantee the faithful performance of said construction contract and shall protect the obligees from losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the obligees sustain because of a default by the Contractor under the contract.

v. Bonds required hereunder shall be submitted in the forms that fully comply, both in form and substance, with the requirements of Section 255.05, *Fla. Stat.*, any successor thereto and any other applicable law or regulation and shall be reasonably acceptable to the Authority. City shall provide the Authority with a certified copy of the bonds as evidence of thereof, which shall be recorded by the City, if requested by the Authority.

vi. Any construction or installation work by or for City at the Airport shall not unreasonably interfere with the operation of the Airport, or otherwise unreasonably interfere with the permitted activities of other Lessees and users. Upon completion of approved construction and within ninety (90) days after City's receipt of a certificate of occupancy, a complete set of as-built drawings shall be delivered to the Chief Executive Officer in a media type and format reasonably acceptable to the Authority for the permanent record of the Authority.

b. Alternate Form of Security.

In lieu of a payment bond and a performance bond in the amount of any contract between City and a contractor, and in lieu of a demolition bond, pursuant to Section 255.05, Fla.

Stat., City may furnish or caused to be furnished to the Authority an alternate form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or security of a type listed in Part II of Chapter 625, Fla. Stat., in the amount of the underlying contract (or the estimated demolition cost in the case of the demolition bond). Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond for which the alternative form of security is being substituted. The determination of the value of an alternative form of security shall be reasonably made by the Authority.

c. Surety's Qualifications.

i. It is further mutually agreed between City and the Authority that if at any time, the surety that issued a bond no longer meets the requirements set forth in subsection ii below, City shall, at its expense, within fifteen (15) days after the receipt of notice from the Authority to do so, furnish or cause to be furnished an additional or replacement bond or bonds from a surety that meets the requirements hereof.

ii. Any bond shall be on a form to be provided by the Authority and shall be written by a company that meets at least one of the following criteria: (i) has at least one investment grade long-term debt rating from Moody's Investors Service ("Moody's"), Standard & Poor's Financial Services (S&P") or Fitch Ratings ("Fitch"); or (ii) has a financial strength rating of A- or better from A.M. Best Company ("A.M. Best"). Any letter of credit provided hereunder shall be on a form provided by the Authority and shall be issued by an FDIC-Insured bank that meets a minimum of one of the following criteria: (i) has at least one investment grade long-term debt rating from Moody's, S&P or Fitch; or (ii) has a financial strength rating of A- or better from A.M. Best; or (iii) has at least \$100 million in total assets, has maintained this asset level for the past three (3) years, and has maintained a tier 1 (core) risk based capital ratio of at least six percent 6% for the past three (3) years. In addition, no bank that is subject to a current enforcement action by any regulatory agency may provide a bond or letter of credit. Finally, bonds and letters of credit must be provided by institutions physically located within the United States.

8. Destruction of Improvements.

a. Obligations of City. In the event the Improvements are damaged or destroyed in whole or in part by fire or other casualty, City shall give prompt written notice thereof to the Authority, and City, shall have the option to either (i) at its own expense, promptly repair, replace and rebuild buildings sufficient to meet the needs of the City, or (ii) terminate this Agreement and surrender the Site to the Authority upon written notice to the Authority, without incurring any liability or any obligation to repair, replace or rebuild the damaged or destroyed Improvements; provided, however, City shall demolish and/or remove any remaining City Improvements, both above and below ground, and/or debris and grade level the Site. Damage to the Improvements shall not cause an abatement of City's obligation to pay Annual Rent to the Authority or to make any other payments required to be made by City under this Agreement.

b. Insurance Proceeds. Upon receipt by City or the Authority of the proceeds of any property or builder's risk insurance policy or policies, City or the Authority shall deposit same in an interest-bearing escrow account to pay for the cost of repair, replacement and

rebuilding. City shall receive and hold such proceeds (and any interest earned thereon) in trust for such work, and City shall distribute such proceeds (and any interest earned thereon during construction) solely to pay the cost of such work. If the amount of such insurance proceeds (together with the interest earned thereon) is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged Improvements, City shall pay any additional sums required, and if the amount of such insurance proceeds (together with the interest earned thereon) is in excess of the costs thereof, the amount of such excess shall be retained by City. Notwithstanding anything in this Section to the contrary, City shall solely be entitled to receive and retain any insurance proceeds for City's personal property.

9. Indemnification and Insurance.

a. Indemnification. City and Authority accept any liabilities arising from its own operation, use or maintenance of the Improvements, Project and/or Site for which it is responsible or obligated as addressed herein this Agreement. To the extent provided by Florida law, the City and Authority shall indemnify and hold harmless, the other from and against any and all loss, cost (including attorneys' fees), damages, expense, and liability (including statutory liability and liability under Worker's Compensation Laws) in connection with claims for damages as a result of injury or death of any person or persons, or property damages to any property sustained by City and/or all other persons which arise from any act or neglect on or about the Site by itself, or its agents, employees, invitees, contractors and subcontractors. Notwithstanding anything herein to the contrary, each party shall not be liable to the other for an amount in excess of the limits set forth in section 768.28, Florida Statutes, and nothing herein shall be construed as a waiver of the each's sovereign immunity under Florida law.

b. Insurance During Construction. During the term of the construction of the Improvements at the Project on Site, the City shall require its contractor to maintain the following insurance:

i. All-Risk Builder's Risk insurance, covering the full construction value of the Improvements, including any City-furnished materials or equipment, and

ii. Commercial General Liability insurance in amounts normally required by the City for a project of this type and size. The City and Authority will be named as additional insureds on such liability insurance.

iii. Professional Liability Insurance. Prior to entering the Site to commence any physical work covered thereby, City, at no cost or expense to the Authority, shall require third parties performing professional services by a licensed and certified person/organization, for, or on behalf of City, in constructing the Project on the Site to procure and maintain, in a policy reasonably acceptable to the Authority, professional liability insurance for its errors or omissions arising thereof in a minimum amount as set forth below. For environmental assessments, land surveying work and any other site work, the coverage shall be not less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) each claim. For architectural, geotechnical engineers, and electrical engineers involved in the Project, the coverage shall be not less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) each claim. For work involving signaling and security matters, the coverage shall not be less than FIVE MILLION AND NO/100

DOLLARS (\$5,000,000.00) each claim. For structural engineers and civil engineers relating to a construction project, the coverage shall be not less than FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) each claim. Such professional liability insurance must be maintained at all times during activities on the Site covered thereby, with tail coverage for at least three (3) years after completion of construction of the Project.

iv. Pollution Legal Liability Insurance covering the City and the Authority in an amount not less than TWENTY-FIVE MILLION AND NO/100 DOLLARS (\$25,000,000.00) per claim and TWENTY-FIVE MILLION AND NO/100 DOLLARS (\$25,000,000.00) aggregate for each policy term. The pollution legal liability policy shall be in effect through the duration of the construction activities on the Site with tail coverage of not less than five (5) years. The policy shall be on a form reasonably acceptable to the Authority and shall include coverage for bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants and shall include groundwater pollution, soil pollution, air pollution. City and Authority shall be named as Additional Insureds.

v. Worker's Compensation. Prior to entering the Site to commence any physical activities therein, worker's compensation insurance in the amount required by law and employer's liability coverage of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each accident, each employee by disease, and policy limit, covering all persons performing work at Project.

c. City Insurance. Authority acknowledges and accepts that in accordance with Florida Statutes section 768 and section 440, the City will maintain a risk management program which may include being self-insured in whole or in part, to respond to claims commonly covered under a Commercial General Liability policy and Workers Compensation policy, respectively. Nothing herein shall be construed as a waiver of City's sovereign immunity under Florida law.

d. No Recourse. No recourse under or upon any obligation, covenant, or agreement contained in this document, or any other agreements or documents pertaining to the operations of the Site hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against the Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member, officer, agent, or employee as such, past, present or future, of the Authority, either directly or through the Authority or otherwise, for any sum that may be due and unpaid by the Authority for, or by reason of the operations of the City hereunder, as such may from time to time be amended. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, agent, or employee as such, to respond by reason of any act or omission on his or her part or otherwise for the payment for, or to the Authority or any receiver therefor or otherwise of any sum that may remain due and unpaid by

the Authority, is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

e. Property Insurance. Upon completion of the Improvements, the City shall maintain All-Risk property insurance on the Site and its Improvements, which shall include, but not be limited to coverage for Named Windstorm and Equipment Breakdown. If the Site or Improvements, or any part thereof, shall be damaged or destroyed, the City shall promptly repair or replace the same regardless of any insurance proceeds received with respect to such damage or destruction and such repair or replacement shall be made to a standard in accordance with Section 8 herein this Agreement.

f. Vendor Insurance. For the duration of this Agreement, City shall require its service providers accessing Improvements or Site to carry Commercial General Liability insurance in amounts normally required by the City for similar services performed for City at other facilities. Such liability insurance shall include the Authority as an additional insured.

g. Insurance Administration.

i. Required Insurance Primary and Noncontributory. The insurance required to be carried herein shall be on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the Additional Insureds.

ii. Required Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of City to any Additional Insured. Any remedy provided to an Additional Insured by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement (including City's indemnity obligations), or otherwise.

iii. Qualification of Insurers. All insurance policies required by this Section 9. shall be on forms reasonably acceptable to the Authority and shall be issued by insurance companies authorized to do business in the State of Florida shall have and maintain throughout the period for which coverage is required, an AM Best's Rating of A-VII or better.

iv. Evidence of Insurance City shall furnish to the Authority, not less than fifteen (15) days before the date the insurance is first required to be carried by City or limits are increased, and thereafter before the expiration of each policy, true and correct certificates of insurance, using the appropriate ACORD form of certificate or its equivalent, and the necessary endorsements that are required to evidence the coverages required under this Section 9.b. with a copy of each policy, if requested by the Authority (with the exception of workers' compensation insurance and professional liability insurance on account of which the Additional Insureds shall not be additional insureds). Such certificates shall provide that should any policies described therein be cancelled before the expiration date thereof, notice will be delivered to the certificate holder by the insurer in accordance with the policy provisions regarding same. Further, City agrees that the insurance coverage required from the City hereunder shall not be terminated or modified in any material way without thirty (30) days advance written notice from City to the Authority and that City shall require the Contractors performing the foregoing work for or on behalf of City to

provide City and the Authority with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

v. The Chief Executive Officer may require, in his reasonable discretion, increases in the amounts of coverage or decreases in self-insured retentions or deductibles as deemed appropriate and such requirement will in the form of thirty (30) days' written notice.

vi. In the event City or its contractors or vendors fail to procure or maintain the insurance required under this Section, the Authority shall be entitled to determine City in default of this Agreement and act accordingly as addressed in Section 12 herein this Agreement.

10. Environmental.

a. General. Notwithstanding any other provisions in this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations, or warranties of City, City hereby expressly covenants, warrants, and represents to the Authority, in connection with City's operations at the Site the following:

i. Contemporaneous with the execution of this Lease, the Authority, at its expense, has delivered to the City a Baseline Environmental Site Assessment Report prepared by \_\_\_\_\_ dated \_\_\_\_\_ and certified to the Authority and City ("Environmental Study") which shall be prima facie evidence of the environmental condition of the Site as of the Effective Date. Within thirty (30) days of expiration or termination of this Agreement, City, at City's cost and expense, shall obtain and provide Authority with a final Phase I environmental Assessment Report ("Final Phase 1 EA") of the Site prepared by a licensed environmental engineering consultant reasonably acceptable to the Authority. The Final Phase 1 EA shall be certified in favor of Authority and City. If any environmental testing subsequent to Effective Date determines existence of environmental conditions that may require Corrective Action (as defined below), City, at City's expense, shall immediately undertake Corrective Action ordered or required by any governmental authority exercising jurisdiction with respect to such contamination, provided, however, that the City shall not be required to undertake Corrective Action of environmental conditions of the Site emanating from a source located outside of the Site not caused by the City.

As used herein, "Corrective Action" means the investigation, active remediation, passive remediation, monitoring, and risk assessment or any combination of these activities engaged in with respect to environmental contamination. Any Corrective Action performed by City will be performed in accordance with applicable regulatory regulations. City may perform the Corrective Action before or after expiration or termination of this Agreement, provided that such Corrective Action is diligently prosecuted and occurs in accordance with applicable regulatory requirements. In each event where Corrective Action is required, City shall obtain and provide Authority with written evidence from all applicable governmental authorities exercising jurisdiction over such Corrective Action that the Corrective Action has been completed and that no further action is required with respect to the Site. City and the Authority shall, in good faith, cooperate with each other with respect to any Corrective Action conducted after the



expiration or termination of this Agreement so as not to interfere unreasonably with the conduct of the Authority's or any third party's business on the Site. The terms and provisions of this Section will survive the expiration or termination of this Agreement.

ii. City is knowledgeable of all applicable federal, state, regional, and local environmental laws (including common law), ordinances, rules, regulations, resolutions, policies, guidelines, and orders, which apply to City's operations at the Site (collectively, "Environmental Laws") and acknowledges that such Environmental Laws change from time-to-time, and City agrees to keep informed of any such future changes.

iii. City shall comply with all applicable Environmental Laws, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time ("CERCLA") and those regulating the storage, handling, and disposal of waste materials as relate to the City's use and operation of the Site.

iv. City shall fully and promptly pay, perform, discharge, defend, indemnify, and hold harmless the Authority and the members (including, without limitation, members of the Authority's Board and members of the citizens advisory committees), officers, employees, and agents, from any and all Claims to the extent arising out of, or as a result of (i) any "releases," as defined in Section 101(22) of CERCLA, occurring after the Effective Date of any "hazardous substance," as defined in Section 101(14) of CERCLA, or petroleum (including crude oil or any fraction thereof) placed into, on, or from the Site by City at any time after the Effective Date; (ii) any contamination of the soil or groundwater or damage to the environment and natural resources of the Site or any other property, as the result of actions by City occurring after the Effective Date, whether arising under CERCLA or other statutes and regulations, or common law; (iii) any toxic, explosive, or otherwise dangerous materials or hazardous substances which have been buried beneath, concealed within, or released on or from the Site by City after the Effective Date.

v. City shall promptly notify the Authority of the release of any hazardous substances on the Site, or other act or omission which results in the Environmental contamination of the Site, if City has actual knowledge of any such release or environmental contamination. The provisions of this Section shall survive the expiration or earlier termination of this Agreement with respect to any release, contamination, act, or omission of City and occurring after the Effective Date, and shall also survive with respect to the City's obligation upon such expiration or termination to remove any storage tank/facility remaining on the Site and to cleanup any hazardous substances or other environmental contamination of the Site resulting from the use of any such storage tank facilities. Notwithstanding the foregoing paragraphs or anything contained in this Agreement to the contrary, City shall not be responsible for any damage to third parties or Authority, or the City, corrective action, remediation, or cleanup of any kind which is the result of (1) contamination migrating to the Site from adjacent parcels or (2) contamination of the Site existing prior to the Baseline EA Date, or (3) contamination after the Effective Date caused by or through the Authority. Further, the Authority or its designated agent shall be authorized to install monitoring wells on the Site, at locations to be determined by the Authority or its designated agent and approved by City (which approval shall not be unreasonably withheld for the purpose of monitoring any contamination migrating from adjacent parcels and shall further be authorized to conduct any studies necessary to determine any contamination of the Site existing as of the

Effective Date. No such action by the Authority or its designated agent shall be construed as an eviction of City as a result of any such action, nor shall the Authority be responsible for the acts of any third party charged with installing or monitoring the monitoring wells on the Site. Notwithstanding the foregoing sentence, the Authority shall use its best efforts to minimize the interference of City's operation of the Site in connection with the installation and monitoring of the monitoring wells and any damage caused to the Site by the Authority or its designated agent as a result of said installation or monitoring will be the responsibility of the Authority.

vi. City agrees to cooperate with any investigation, audit, or inquiry by the Authority or any governmental or quasi-governmental agency, regarding possible violation of any Environmental Law upon the Airport (at no cost to City unless the investigation, audit, or inquiry relates to potential violations of Environmental Laws by City).

vii. City agrees that all remedies of the Authority as provided herein with regard to violation of any Environmental Laws shall be deemed cumulative in nature and shall survive termination of this Agreement.

viii. City agrees that any notice of violation, notice of non-compliance, or other enforcement action relating to the Site shall be provided to the Authority promptly after receipt by City or City's agent. Any violation or notice of violation or non-compliance with any Environmental Laws shall be deemed a Non-Termination Event of Default under this Agreement, subject to applicable notice and cure periods.

ix. With regard to any underground or above ground storage tanks on the Site, City covenants and agrees that it will comply with all regulations concerning the installation, operation, maintenance and inspection of both above ground and underground storage tanks, including financial responsibility requirements. Upon the expiration or earlier termination of this Agreement, or the City's abandonment of such storage tanks during the Term, the City shall be responsible for removing all storage tanks and related facilities installed by City, on City's behalf, or at City's direction after the Effective Date located on the Site and assuring that the Site is free of any hazardous substances or other environmental contamination upon its abandonment of any such storage facilities (installed after the Effective Date) or other expiration or earlier termination of the term of this Agreement.

x. In entering this Agreement, the Authority expressly relies on the covenants, representations, and warranties of City as stated in this Section.

b. Stormwater.

i. A master stormwater system is contemplated by the Authority and a conceptual permit for same has been issued by the South Florida Water Management District. At the time of lease, the master stormwater system has not yet been designed, permitted, or constructed. The City will be required to build the stormwater drainage system for operation of its Site, including any retention or detention ponds, within its Site. The conceptual permit and future plans for the Master Stormwater System include the Site with an impervious area not to exceed 80% of the Site. Upon the initiation of design of the master stormwater system, the Authority will evaluate whether the pond built by the City can be incorporated into the Master

Stormwater System by way of relocation or enlargement. If, in the sole discretion of the Authority, the City pond can be incorporated into the master system for use by the balance of the East Airfield site, the parties shall work together in good faith to revise the Site to exclude the pond and provide the necessary rights for the remaining Site to connect to and utilize the master stormwater system. In the event that the Site is reduced due to the exclusion of the pond pursuant to this section, the City shall be entitled to a corresponding reduction in rent. Notwithstanding any other provision or terms of this Agreement, City acknowledges that certain properties within the Airport, or on Authority and City-owned land, are subject to stormwater rules and regulations and City agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Authority's property and uses thereof.

ii. City acknowledges that any stormwater discharge permit issued to the Authority may name City as a co-permittee. The Authority and City both acknowledge that close cooperation is necessary to insure compliance with any stormwater discharge permit terms and conditions, as well as to insure safety and to minimize cost of compliance. City acknowledges further that it may be necessary to undertake such actions to minimize the exposure of stormwater to "significant materials" generated, stored, handled, or otherwise used by City, as such term may be defined by applicable rules and regulations, by implementing and maintaining "best management practices" as that term may be defined in applicable stormwater rules and regulations.

iii. The Authority will provide City with written notice of any stormwater discharge permit requirements applicable to City and with which City will be obligated to comply from time-to-time, including, but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. City agrees that within thirty (30) days of receipt of such written notice, it shall notify the Authority in writing if it disputes any of the stormwater permit requirements it is being directed to undertake. If City does not provide such timely notice, City will be deemed to assent to undertake such stormwater permit requirements. In that event, City agrees to undertake, at its sole expense, unless otherwise agreed to in writing between the Authority and City, those stormwater permit requirements for which it has received written notice from the Authority, and City agrees that it will hold harmless and indemnify the Authority for any violations or non-compliance with any such permit requirements

#### 11. City's General Obligations.

a. Maintenance. The Authority shall have no obligation to maintain, repair, replace or renovate the Project, City's Improvements or incur any cost or expense with respect to the Project. City shall be solely and fully responsible for all costs of operation and maintenance of the Project during the Term. Without limiting the foregoing, during the Term of this Agreement, City shall, at its sole cost and expense, keep and maintain the Project, including, without limitation, all portions of any buildings, the electrical, HVAC, plumbing and security systems, fixtures, trade fixtures, machinery, furnishings, signage and all other portions of the Improvements, in good repair and working order (reasonable wear and tear and insured casualty excepted), and in a clean, properly maintained and safe condition. The Project and exterior, and interior of any buildings shall be maintained by City in a high quality condition consistent with other maintenance facilities at the Airport and in accordance with applicable City and Authority regulations. All maintenance,

repairs and replacements of the Improvements shall be of a quality at least equal to the original in materials and workmanship. City shall promptly repair, at its expense and in a manner reasonably acceptable to the Authority, any damage to the Authority's property or to the property of others, caused by City or its officers, agents, employees, and contractors. City shall keep and maintain all grass and landscaping on the Project in a neat and attractive manner consistent with other facilities at the Airport. Upon not less than twenty-four (24) hours prior notice (except in cases of emergency), during business hours and accompanied by a representative of City, the Authority shall have the right to enter the Project to determine whether or not City is complying with its maintenance obligations hereunder.

b. Trash and Garbage. During the entire Term of this Agreement, City shall be responsible for the storage, collection and removal from the Site of all trash, garbage and other refuse resulting from City's activities on the Site. City shall provide appropriate, covered, metal receptacles for trash, garbage and other refuse, will maintain the receptacles in a safe and sanitary manner, and will store receptacles in inconspicuous places on the Site that are screened from public view in accordance with the Airport Design Guidelines. City shall not dump any industrial waste or waste that violates local, state or federal regulations. The City may also utilize receptacles for the collection of recyclable materials in compliance with the applicable City Code.

c. Utilities. During the entire Term of this Agreement, City shall be responsible, at City's sole cost and expense, for costs related to utility services on or within the Site; provided, however, City shall not be responsible for the maintenance of any utilities located off the Site. The Authority shall have no liability to City arising out of any failure or interruption of utility service to the Site. Additionally, City shall be responsible for the cost of reclaimed water for irrigation of landscaping on the Site and shall at City's expense install a meter to measure use.

d. Compliance with Laws. The City shall observe and comply with any and all valid and applicable requirements of duly constituted public authorities and with all federal, state or local statutes, ordinances, regulations and standards applicable to City, the Site and the Airport, including, but not limited to, reasonable rules and regulations of uniform application promulgated from time to time by, or at the direction of, the Authority for the administration of the Airport.

e. Surrender upon Termination. The City shall yield up and surrender immediate possession of the Site to the Authority at the termination of this Agreement by lapse of time or otherwise and, upon its failure to do so, thereafter to be considered to be a tenant at sufferance; provided, however, that nothing contained in this subparagraph shall be deemed to constitute a waiver by the Authority of its right of re-entry, nor shall any act in apparent affirmance of the continued tenancy operate as a waiver of the Authority's right to terminate the City's use of the Site by action or otherwise;

## 12. Default.

a. Termination Events of Default by City. The events described below shall each be deemed to be a "Termination Event of Default" by City as such may result in termination of this Agreement:

i. The failure of City to make any payment required to be made by City hereunder when due as herein provided, which failure is not remedied within (30) days after receipt by City of the Chief Executive Officer's written demand, provided that if the amount demanded is in dispute, by payment within such (30) days of (A) the full portion of the amount due which is not in dispute to the Authority and (B) the full portion of the amount which is in dispute into escrow under protest.

ii. The repeated failure (defined for this purposes at least six (6) such failures with any consecutive twelve (12) month period) to make any payment required to be made by City under this Agreement when due and as herein provided (provided that notice of such failure shall have been given to City, but whether or not City shall have remedied any such failure within the time provided for in such notice).

iii. Abandonment of use of the Site by City. "Abandonment" shall be deemed to occur only if the City ceases operations of the Project for a period of 180 days consecutively (subject to extension for Force Majeure Events, and not including ceasing operations necessary due to repair or reconstruction of the Project).

b. Non-Termination Events of Default by City. The events described below shall each be deemed to be a "Non-Termination Event of Default" by City which may result in the Authority pursuing any available right or remedy except for the termination of this Agreement:

i. The failure by City to cure a default in the performance of any of the terms, covenants, and conditions required herein not otherwise listed in this Section 11.b. within thirty (30) days after receipt of written notice from the Authority of such default; or, if by reason of the nature of such default, the same cannot be cured within thirty (30) days following receipt by City of written demand from the Authority to do so, City fails to commence curing such default within such thirty (30) days following such written notice, or having so commenced, shall fail thereafter to continue with diligence the curing thereof and, in any event, fails to cure such default within a reasonable time or ninety (90) days after receipt of notice of such default, whichever is earlier. City shall have the burden of proof to demonstrate (i) that the default cannot be cured within thirty (30) days, and (ii) that it is proceeding with diligence to cure said default, and that such default can be cured within the earlier of a reasonable period of time or ninety (90) days.

ii. The placement of any construction lien upon the Site as a result of City's failure to pay for any work for any Improvements which were installed by or on behalf of City and which is not bonded over or discharged of record within thirty (30) days after receipt of notice by City or any levy under any such lien.

iii. The failure by City to pay any part of the fees and charges due hereunder and the continued failure to pay such amounts in full within thirty (30) days after the Authority's written notice of such default; provided, however, that if a dispute arises between the Authority and City with respect to any obligation or alleged obligation of City to make payments to the Authority, payments under protest by City of the amount due shall not waive any of City's rights to contest the validity or amount of such payment. In the event any court or other body having jurisdiction determines all or any part of the protested payment shall not be due, then the

Authority shall promptly reimburse City or credit against future payments by City any amount determined as not due.

iv. The failure by City to obtain and keep in force insurance coverage in accordance with this Agreement, which is not cured within ten (10) days after receipt of written notice by the Authority of such default. Authority may also require City to immediately discontinue all construction activities related to the Project and immediately discontinue operation of the Project until City has provided the Authority reasonably satisfactory evidence that the required insurance has been obtained. No cessation of construction or operations required by the Authority under this section shall relieve City of any of its other obligations under this Agreement. Furthermore, failure to maintain Property insurance throughout the duration of this Agreement shall give Authority rights to procure such insurance on the Improvements and Site and chargeback applicable insurance premiums to City. Any insurance procured on Site and Improvements does not waive City's obligation to incur costs associated with the repair and replacement of damaged property.

v. Notwithstanding the occurrence of any Event of Default, City shall remain liable to the Authority for all fees and charges payable hereunder and for all preceding breaches of any obligation under this Agreement. Furthermore, unless the Authority elects to cancel this Agreement for a Termination Event of Default, City shall remain liable for and promptly pay all fees and charges accruing hereunder through the end of the Term.

c. The Authority's Remedies. Upon the occurrence of an Event of Default, the following remedies, which shall be cumulative, shall be available to the Authority:

i. The Authority may exercise any remedy provided by law or in equity, including but not limited to the remedies hereinafter specified, subject to the terms hereof.

ii. By mandamus or other proceeding at law or in equity, cause City to remit to the Authority funds sufficient to enable the Authority to cure the Event of Default.

iii. By action or suit in equity, require City to account for all moneys owed to the Authority pursuant to this Agreement.

iv. By action or suit in equity, seek to enjoin any acts or things which may be unlawful.

v. By suing City for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

vi. Because the Authority has given up the right to seek termination for all events of default that are not a Termination Event of Default, the parties acknowledge the Authority's right to seek specific performance without the necessity of proving that money damages are not available.

vii. Only upon the occurrence of a Termination Event of Default may the Authority elect to terminate this Agreement, effective upon the date specified in the notice of cancellation, which shall be no less than ninety (90) days after the date of such notice. Upon the

effective date of the termination, City shall be deemed to have no further rights hereunder and the Authority shall have the right to take immediate possession of the Site. Moreover, for a Termination Event of Default due to Abandonment, the termination of this Agreement shall be the Authority's exclusive remedy therefor and for a Termination Event of Default due to nonpayment as provided above, the termination of this Agreement and receipt of payment due and outstanding as of the effective date of termination shall be the Authority's exclusive remedy therefor.

viii. City shall pay to the Authority all other reasonable costs incurred by the Authority in the exercise of any remedy permitted hereunder, including, but not limited to, Attorney Fees, disbursements, court costs, and expert fees.

13. Non-Waiver. No waiver by the Authority or City of any covenant or condition or of the breach of any covenant or condition of this Agreement shall constitute a waiver of any subsequent breach of such covenant or condition or justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof. The acceptance of Annual Rent or other payments from City by the Authority at any time when City is in default under this Agreement shall not be construed as a waiver of such default or of the Authority's right to exercise any remedy arising out of such default, nor shall any waiver or indulgence granted by the Authority to City be taken as an estoppel against the Authority, it being expressly understood that the Authority may at any time thereafter, if such default continues, exercise any such remedy in the manner hereinbefore provided or as otherwise provided by law or in equity.

14. Required Provisions.

a. Government Agreements. This Agreement shall be subject to all restrictions of record affecting the Site and the use thereof, all federal and state laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any existing agreement between the City, the Authority, and the United States of America or the State of Florida, their boards, members, agencies or commissions, and to any future agreements between the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport, or as a condition precedent to the use of the Airport, or any part thereof, by the City, the Authority, or otherwise. All provisions hereof shall be subordinate to the right of the United States of America to terminate the right of the City, the Authority, or others, to occupy or use the Airport, or any part thereof, during time of war or national emergency.

b. Federal Government's Emergency Clause. All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

c. Nondiscrimination. The City agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance as set forth in more detail in Exhibit "C"

15. Miscellaneous Provisions.

a. The City will not erect or permit the erection on the Site of any permanent or temporary structure or facility which would interfere materially with the use, operation, or future development of the Airport, or permit the generation of electronic emissions from activities on the Site that would interfere with communications and navigation by aircraft using the Airport.

b. If the Federal Aviation Administration shall determine that any right or claim of right in or to the Site herein creates an undue risk or interference with the operation of the Airport or the performance of or compliance with any covenants and conditions to which the use of the Airport is subject, said right or claim shall be extinguished or modified in a manner acceptable to the Federal Aviation Administration.

c. This Agreement confers no right upon the City to use any landing area or air navigation facility at the Airport, and hence, nothing contained in this Agreement shall be construed to grant, or to authorize the granting of, an exclusive right for the use of any such landing area or air navigation facility in violation of Section 308 of the Federal Aviation Act of 1958.

d. The City shall comply with all applicable regulations relating to Airport security set forth in Part 107 of the Federal Aviation Administration's Regulations and shall control the Site so as to prevent unauthorized persons from obtaining access to the air operations area of the Airport.

e. The City shall not, in its operations hereunder, generate any odors, fumes, smoke, noise, glare, vibration, electronic emissions, soot, dust or atmospheric pollution, sewage, industrial or other wastes, in violation of any applicable law, regulation or procedure of any federal, state, county or city authority having jurisdiction with respect to such matters.

f. The Authority reserves unto itself, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Site, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport.

g. City expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Site to such a height so as to comply with Federal Aviation Regulations, Part 77.

h. City agrees to require any lights on the Site to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing or taking off from the Airport.

16. Right to Operate and Develop Airport. Authority reserves the right (1) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways (other than the Site) as it may reasonably see fit, regardless of the desires or views of the City and free from any and all liability to City for damages of any nature whatsoever occasioned during the making of such improvements, repairs, alterations and



additions, and (iii) to establish such fees and charges for the use of the Airport by City and all others as Authority deems advisable.

17. General Provisions.

a. Rights Non-Exclusive. Notwithstanding anything herein contained that may be or appear to the contrary, the rights, privileges, and licenses granted under this Agreement, are "non-exclusive" and the Authority reserves the right to grant similar privileges to others, provided, however, the Authority shall not grant any other party rights to use or occupy the Site.

b. Quiet Enjoyment. The Authority agrees that City shall peaceably have and quietly enjoy its Site and all rights, privileges, and licenses of the Airport, its appurtenances and facilities granted herein, subject to the terms and conditions herein contained.

c. Performance. The parties expressly agree that time is of the essence in this Agreement. Failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the other party, without liability, of any obligation to accept such performance.

d. Waiver of Jury Trial. LESSEE AND THE AUTHORITY HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATED TO, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, CONDITIONS, AND COVENANTS OF THIS AGREEMENT. Initials \_\_\_\_\_ Initials \_\_\_\_\_

e. No Individual Liability. No member, officer, agent, director, or employee of the Authority or City shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

f. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto. It is understood and agreed that neither the method of computation of rentals, fees, and charges, nor any other provisions contained herein, nor any acts of the parties hereto, creates a relationship other than the relationship of the Authority and City.

g. Capacity to Execute. The individuals executing this Agreement have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

h. No Construction Against the Drafter. The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that this Agreement is the result of extensive negotiations between the parties and shall not be construed more strictly against the Authority or City by reason of the preparation of this Agreement by one of the parties.

i. Incorporation of Exhibits. All exhibits and attachments referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

j. Titles. Paragraph titles are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or extent of any provision of this Agreement.

k. Severability. In the event that any covenant, condition, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not materially prejudice either the Authority or City in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

l. Other Agreements; Amendments. Nothing contained in this Agreement shall be deemed or construed to nullify, restrict, or modify in any manner the provisions of any other lease or contract between the Authority and City authorizing the use of the Airport, its facilities, and appurtenances. This Agreement constitutes the entire agreement between the parties hereto with respect to the leasing of the Site contemplated herein and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had between the parties with respect to the leasing of the Site are merged herein. This Agreement may not be modified or amended verbally. Any modification or amendment shall be binding on the parties hereto only if such modification or amendment is in writing and signed by both the Authority and City. No waiver of any of the provisions in this Agreement shall be valid unless in writing and signed by the party against whom such waiver is sought to be enforced.

m. Approvals. Unless otherwise stated, whenever this Agreement calls for approval by the Authority, such approval shall be evidenced by the written approval of the Chief Executive Officer.

n. Governing Law and Legal Forum. This Agreement is to be read and construed in accordance with the laws of the State of Florida. Exclusive venue for all dispute resolution, including litigation, concerning or arising out of this Agreement shall be in Orange County, Florida.

o. Force Majeure. Neither the Authority nor City shall be deemed to be in default hereunder if either party is prevented from performing any of its obligations hereunder, other than the payment of rentals, fees, and charges hereunder, by reason of fire or other casualty, act of nature, earthquake, flood, hurricane, lightning, tornado, epidemic, landslide, war, terrorism, riot, civil commotion, general area-wide unavailability of materials, strike, labor dispute, governmental laws or regulations, delays caused by the other party to this Agreement, or other occurrence beyond City's or the Authority's reasonable control, prevent performance of this Agreement in accordance with its provisions (each, a "Force Majeure Event"), provided that such Force Majeure Event does not arise by reason of the negligence or misconduct of the performing party.

p. Radon Gas. As required by Florida law, the Authority hereby includes the following notification:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

q. Public Entity Crimes Act.

Section 287.133(2)(a), Florida Statutes, provides that:

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

r. Solid And Hazardous Waste. City shall comply with all applicable federal, state and local laws relating to solid or hazardous waste, and any rules and regulations promulgated thereunder, including but not limited to, insuring that the transportation, storage, handling and disposal of such hazardous wastes are conducted in full compliance with applicable Environmental Laws.

City agrees to provide the Authority, upon request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage, disposal and contingency plans and material safety data sheets, within thirty (30) days of any such requests by the Authority. City is required to have, and to implement as needed, a written plan addressing containment and clean-up of fuel and/or oil spills.

s. Air and Noise Quality. City agrees to comply with all applicable laws relating to the air quality and noise levels generated within the Site. Upon written request of Authority, City shall cause air quality sampling to be performed to determine if applicable indoor air quality standards are being met.

t. No Interference by the Authority. Any entry or other rights of the Authority expressly set forth in this Agreement shall be exercised in such a manner so as to not materially interfere with City's construction and thereafter operation of the Project.

u. Recording. This Agreement shall not be recorded.

18. Discontinued Use of Airport. Notwithstanding the provisions of Section 6 entitled Ownership of Improvements, in the event Authority discontinues the use of the Airport as an airport and the underlying property reverts to the City, then the title to all improvements and alterations shall, at that time, permanently vest in the City.

19. Notice.

Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of (i) the date and time the same are personally delivered at the address set forth below, (ii) on the same day if sent between 8:00 A.M. and 5:00 P.M. on Monday through Friday via facsimile transmission to the respective facsimile numbers set forth below, with receipt acknowledged upon transmission as evidenced by a contemporaneous writing, (iii) on the same day if sent between 8:00 A.M. and 5:00 P.M. via electronic mail to the respective electronic mail address set forth below with return receipt acknowledged as evidenced by a contemporaneous writing, or (iv) within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, (iv) within one (1) business day after depositing with Federal Express or other overnight delivery service from which a receipt or written confirmation may be obtained, and addressed as follows:

If intended for the Authority, notices shall be delivered to:

Chief Executive Officer  
Greater Orlando Aviation Authority  
Orlando International Airport  
One Jeff Fuqua Boulevard  
Orlando, FL 32827-4399  
Telephone: (407) 825-2263  
Fax: (407) 825-2526  
E-mail: pbrown@goaa.org

With a copy to:

Daniel J. Gerber, Esquire  
Rumberger, Kirk & Caldwell, P.A.  
300 South Orange Avenue, Suite 1400  
Orlando, FL 32801  
Telephone: 407-832-7300  
E-mail: dgerber@rumberger.com

or to such other address as may be designated by the Authority by written notice to City.

Notices to City shall be delivered to:

Real Estate Manager  
City of Orlando  
400 South Orange Avenue  
Orlando, FL 32801  
Telephone: 407-246-2653  
Telecopy: 407-246-3129  
E-mail: laurie.botts@orlando.gov

And

City Clerk  
City of Orlando  
400 South Orange Avenue  
Orlando, Florida 3280  
Telephone: 407-246-3129  
Telecopy: 407-246-3613  
E-mail: cityclerk@CityofOrlando.net

or to such other address as may be designated by City by written notice to the Authority.

20. Subletting by City. City shall not sublet any part of the Site without the prior written consent of the Authority, which consent shall not be unreasonably withheld.

a. The City may sublease a portion of the Site to the Orange County Library for its construction, operation and maintenance of public library facility as set forth in Section 4.c above.

b. Notwithstanding any approved sublease, City shall remain primarily liable for all of City's obligations under this Agreement.

[Intentionally Blank – Signature Page to Follow]

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed the day and year first above written.

**GREATER ORLANDO AVIATION  
AUTHORITY**

WITNESSES

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Phillip N. Brown, A.A.E.  
Chief Executive Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_  
Assistant Secretary  
Date: \_\_\_\_\_

APPROVED AS FOR FORM AND  
LEGALITY for the use and reliance of the  
Greater Orlando Aviation Authority, only.

By: \_\_\_\_\_  
Christopher J. Wilson, Esq.  
C.J. Wilson Law, P.A.  
Date: \_\_\_\_\_

**CITY OF ORLANDO**

ATTEST:

By: \_\_\_\_\_  
Stephanie Herdocia, City Clerk

By: \_\_\_\_\_

Title: Mayor/Mayor Pro Tem

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY  
For the use and reliance of the City of Orlando,  
Florida, only.

\_\_\_\_\_, 2021.

\_\_\_\_\_  
Assistant City Attorney

**EXHIBIT "A-1"**

Site Plan of Airport



## EXHIBIT "A-2"

### Sketch and Legal Description of Site

#### SKETCH & DESCRIPTION PROPOSED SOUTHEAST PARCEL

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 24 SOUTH, RANGE 30 EAST, IN THE CITY OF ORLANDO AND ORANGE COUNTY, FLORIDA.

SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST  $\frac{1}{4}$  CORNER OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 30 EAST, THENCE RUN S89°58'49"W, ALONG THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 1, A DISTANCE OF 2511.25 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 1; THENCE DEPARTING THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$ , RUN N00°16'11"E ALONG THE WEST LINE OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 1, A DISTANCE OF 134.99 FEET TO THE NORTH RIGHT-OF-WAY LINE OF DOWDEN ROAD, PER RIGHT-OF-WAY DEED IN OFFICIAL RECORDS BOOK 3598, PAGE 1216 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 955.00 FEET, A CENTRAL ANGLE OF 26°10'57", AND A CHORD THAT BEARS N76°51'45"E, 432.62 FEET, THENCE DEPARTING THE WEST LINE OF THE NORTHEAST CORNER OF SAID SECTION 1, RUN ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID DOWDEN ROAD AND SAID CURVE A DISTANCE OF 436.41 FEET; THENCE CONTINUE RUNNING ALONG THE NORTH RIGHT-OF-WAY LINE OF DOWDEN ROAD THE FOLLOWING TWO (2) COURSES, N00°43'19"E, A DISTANCE OF 60.00 FEET, N89°58'23"E, A DISTANCE OF 344.87 FEET; THENCE DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID DOWDEN ROAD, RUN N00°01'33"W, A DISTANCE OF 50.17 FEET TO THE **POINT OF BEGINNING**; THENCE RUN N00°01'33"W, A DISTANCE OF 485.00 FEET; THENCE RUN N89°58'27"E, A DISTANCE OF 401.59 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 865.57 FEET, A CENTRAL ANGLE OF 19°04'17", AND A CHORD THAT BEARS S09°45'48"E, 286.78 FEET; THENCE RUN ALONG THE CURVE A DISTANCE OF 288.11 FEET; THENCE RUN S00°00'00"E, A DISTANCE OF 202.35 FEET; THENCE RUN S89°58'27"W, A DISTANCE OF 450.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL OF LAND CONTAINS 4.906 ACRES, MORE OR LESS.

**Surveyor's Notes:**

1. This is not a survey.
2. The bearing basis for this sketch is the South line of the Northeast  $\frac{1}{4}$  of Section 1, Township 24 South, Range 30 East, being S89°58'49"W, said bearing is assumed.
3. This sketch was prepared without the benefit of title work and there may be easements or encumbrances that affect this property that a search of the public records of Orange County, Florida may uncover.


I hereby certify that this sketch has been prepared under my direction and that this sketch has been prepared in accordance with the adopted "Standards of Practice" as required by Chapter 5J-17 Florida Administrative Code pursuant to Section 472.027, Florida State Statutes.

**Legend**

- PC Point of Curvature  
PT Point of Tangency

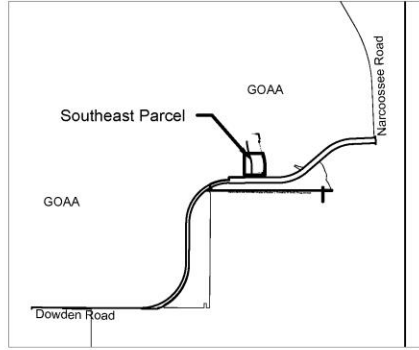
Richard D. Allen  
Professional Surveyor and Mapper No. 6922  
This sketch is not valid without the signature and the original raised/or digital seal of a Florida Licensed Surveyor and Mapper.

SEE SHEETS 2 & 3 FOR SKETCH

	<b>CITY OF ORLANDO</b>	Project Number: 21-204	Drafted By: RDA	Sheet:
	Survey Services Section 400 South Orange Avenue, 8th Floor Orlando, Florida 32802 p. 407.246.3319 f. 407.246.2892	Requested By: A. Oyler	Checked By: BDB	1
		Date of Survey: N/A	Date Drawn: 11/16/21	of
		Approved By: RDA	Scale: 1" = NA	3

# SKETCH & DESCRIPTION

Vicinity Map (Not to Scale)



West Line of the Northeast Quarter of Section 1, Township 24 South, Range 30 East

## GOAA Operation Area

Not Platted

### Southeast Parcel

Not Platted

L=436.41'  
R=955.00'  
Δ=026°10'57"  
CB=N76°51'45"E  
CH=432.62'

POINT OF BEGINNING

N89°58'23"E 344.87'

N00°01'33"W 50.17'

POINT OF COMMENCEMENT

East 1/4 Corner of Section 1  
-Township 24 S - Range 30 East

N00°43'19"E 60.00'

N00°16'11"E 134.99'

S89°58'49"W 2511.25'

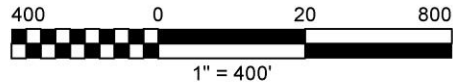
South Line of the Northeast Quarter of Section 1, Township 24 South, Range 30 East

Dowden Road  
Official Records Book 3598, Page 1216

6-24-31

1-24-30

6-24-31



SEE SHEET 1 FOR DESCRIPTION & NOTES



## CITY OF ORLANDO

Survey Services Section  
400 South Orange Avenue, 8th Floor  
Orlando, Florida 32802  
p. 407.246.3319 f. 407.246.2892

Project Number: 21-204

Requested By: A. Oylar

Date of Survey: N/A

Approved By: RDA

Drafted By: RDA

Checked By: BDB

Date Drawn: 11/16/21

Scale: 1" = 400'

Sheet:

2

of

3

# SKETCH & DESCRIPTION

Not Platted

N89°58'27"E 401.59'

PC

N00°01'33"W 485.00'

**Southeast Parcel**

Not Platted

L=288.11'  
R=865.57'  
Δ=019°04'17"  
CB=S09°45'48"E  
CH=286.78'

PT

S00°00'00"E  
202.35'

**POINT OF BEGINNING**

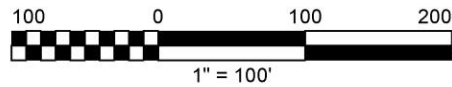
S89°58'27"W 450.00'

Not Platted

North Right-of-Way Line of Dowden Road

**DOWDEN ROAD**  
Official Records Book 3598, Page 1216

N00°01'33"W 50.17'



SEE SHEET 1 FOR DESCRIPTION & NOTES



**CITY OF ORLANDO**

Survey Services Section  
400 South Orange Avenue, 8th Floor  
Orlando, Florida 32802  
p. 407.246.3319 f. 407.246.2892

Project Number: 21-204

Requested By: A. Oylar

Date of Survey: N/A

Approved By: RDA

Drafted By: RDA

Checked By: BDB

Date Drawn: 11/16/2021

Scale: 1" = 100'

Sheet:  
**3**  
of  
**3**

**EXHIBIT "A-3"**

Revised Sketch and Legal Description of Site

[To be Added Via Addendum]

## EXHIBIT "B"

### **Construction of Improvements**

1. Prior to commencement of construction of any Improvements, and prior to commencing to renovate, enlarge, demolish or modify any Improvements now or hereafter existing on the Site, City must obtain the approval of the Chief Executive Officer, which he or she may not unreasonably withhold in his or her reasonable discretion within a reasonable period of time after receipt of City's request for the same. City shall submit Plans in accordance with the approval process reasonably prescribed by Authority in writing prior to commencement of construction of Improvement on the Site. No construction of any type shall commence prior to City's receipt of: (i) Authority's written approval of the Plans, which approval shall not be unreasonably withheld, conditioned or delayed, and (ii) a notice to proceed from the Authority, which notice shall not be unreasonably withheld, conditioned or delayed.

2. Authority's approval of any Plans submitted by City shall not constitute the assumption of any liability by Authority for the compliance or conformity of the Plans with applicable building codes, zoning regulations and municipal, county, state and federal laws, ordinances and regulations, or for their accuracy or suitability for City's intended purpose, and City shall be solely responsible for the Plans. Authority's approval of the Plans shall not constitute a waiver of Authority's right thereafter to require City, at its expense, to amend the same so that they comply with building codes, zoning regulations, municipal, county, state and federal laws, ordinances and regulations either applicable at the time the Improvements were constructed or by laws otherwise made applicable to the City Improvements, and to make such construction changes as are necessary so that the completed work is in conformity with the approved Plans.

3. In the event Authority (acting reasonably) does not approve the Plans, it shall notify City in writing of the changes required to be made (including reference to those portions of this Agreement, the Airport Design Guidelines and the Master Plan forming the basis for disapproval, if applicable), and City shall promptly revise the Plans to incorporate the required changes, and shall resubmit revised Plans to the Authority for approval, which approval shall not be unreasonably withheld, conditioned or delayed

4. City shall obtain, at its expense, all necessary licenses and permits to accomplish its Improvements, and shall pay all applicable impact fees relating thereto. Authority agrees to cooperate with City at City's expense in obtaining any necessary license and/or permit required to accomplish the Improvements contemplated hereunder. City shall be responsible for any impact fees or connection or tap fees for connection of utilities service to the Improvements.

5. All Improvements shall be constructed in accordance with the approved Plans, the Airport Design Guidelines, and all applicable building codes, zoning regulations and municipal, county, state and federal laws, ordinances and regulations.

6. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of Authority, express or implied, to any contractor, subcontractor, laborer, materialman, architect, surveyor or engineer for the performance of any labor or the furnishing of

any materials or services for or in connection with the Site or any part thereof. Notice is hereby given that neither the Authority nor the City shall be liable for any labor or materials, or services furnished or to be furnished to City upon credit, and that no construction or other lien for labor, materials or services shall attach to or affect the fee or reversionary or other estate or interest of the Authority in the Site or in this Agreement. All persons dealing with the Site and with City are hereby put on notice that City does not have the power to deal with the Site in such a manner as to authorize the creation of construction liens, by implication or otherwise; and all persons making improvements to the Site, either by doing work or labor or services or by supplying materials thereto, at the request of City or persons dealing by, through or under City, are hereby put on notice that they must look solely to the City and not to the Site or any part thereof or to this Agreement for the payment of all services, labor or materials performed upon or delivered to the Site.

Exhibit “C”  
“FAA Required Contract Provisions”

The City, for itself, its successors in interest, and assigns (hereinafter referred to as the “City”), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

The City agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this Agreement, the City agrees to comply with the following non-discrimination statutes and authorities:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs

or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).



**EXHIBIT "D"**

ORLANDO INTERNATIONAL AIRPORT

PERFORMANCE/PAYMENT BOND  
COVER SHEET

PERFORMANCE/PAYMENT BOND COVER SHEET. This cover sheet is an integral part of the attached bonds and must not be separated from them.

GREATER ORLANDO AVIATION AUTHORITY  
ORLANDO, FLORIDA

(Public Work)  
In Compliance with Florida Statute Chapter 255.05(1)(a)

PERFORMANCE BOND NO.:		
PAYMENT BOND NO.:		
CONTRACTOR INFORMATION:	Name:	
	Address:	
	Phone:	
SURETY PRINCIPAL: BUSINESS INFORMATION	Name:	
	Address:	
	Phone:	
OWNER INFORMATION:	Name:	Greater Orlando Aviation Authority
	Address:	One Jeff Fuqua Boulevard Orlando, FL 32827
	Phone:	(407) 825-2001
BOND AMOUNT:	\$	
CONTRACT NO. (if applicable):	T-	
DESCRIPTION OF WORK:		
PROJECT LOCATION:	Orlando International Airport, Orlando, FL	
AGENT INFORMATION:	Name:	
	Address:	
	Phone:	

**PAYMENT BOND FORM**

**GREATER ORLANDO AVIATION AUTHORITY**

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_  
\_\_\_\_\_, hereinafter referred to as Principal, and \_\_\_\_\_  
\_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ and licensed to do business in the State of Florida, hereinafter referred to as Surety, are held and  
firmly bound unto the Greater Orlando Aviation Authority, as Obligee, hereinafter referred to as Lessor, in  
the Penal Sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), for the  
payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal  
representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Principal has leased from Lessor real property at Orlando International Airport, in  
accordance with the Orlando International Airport Lease Agreement dated \_\_\_\_\_, which  
is incorporated herein by reference, made a part hereof, and is hereinafter referred to as the Lease, and

**WHEREAS**, Principal has by written agreement dated \_\_\_\_\_, entered into a contract,  
hereinafter referred to as the Contract, with \_\_\_\_\_, hereinafter referred to as Contractor, for  
the construction of improvements to the above-described real property; and

**WHEREAS**, under the terms of the Lease, Principal is required to indemnify and hold harmless  
Lessor from and against any and all claims of claimants, as defined in Sections 255.05(1) and 713.01(16),  
Florida Statutes, for improvements to the above-described real property, and is also required to provide a  
bond protecting the rights of such claimants to payment for services, labor, materials or supplies used  
directly or indirectly in the prosecution of the improvements to the above-described real property; and

**WHEREAS**, Surety is authorized to do business in the State of Florida;

**NOW, THEREFORE**, the condition of this obligation is such that if Principal shall promptly make  
payments to all claimants as defined in Sections 255.05(1) and 713.01(16), Florida Statutes, supplying  
Principal and/or Contractor with services, labor, materials, or supplies, used directly or indirectly by  
Principal and/or Contractor in the prosecution of the improvements to the above-described real property as  
provided for in Section 1.14 of the Lease and in the Contract, then this obligation shall be void; otherwise,  
it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida  
Statutes, to the extent applicable; and for the purpose of exempting any legal or equitable interest in real  
property owned by Lessor or the Principal from liens, and complying with the requirements of Section  
713.23, Florida Statutes, to the extent applicable. It is a specific condition of this bond that a claimant's  
right of action on the bond is limited to the provisions of Sections 255.05 and 713.23, Florida Statutes,  
including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Principal and who  
has not received payment for his services, labor, materials or supplies shall, within forty-five (45) days after  
beginning to furnish services, labor, materials or supplies for the prosecution of the work, furnish the  
Principal with a notice that he intends to look to the bond for protection. Any claimant who has not received  
payment for his services, labor, materials or supplies shall, within ninety (90) days after performance of the  
services or labor or completion of delivery of the materials or supplies, deliver to the Principal and to the

Surety written notice of the performance of the services or labor or delivery of the materials or supplies and of the nonpayment. No action for the services, labor, materials or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the services or labor or completion of the delivery of the materials or supplies.

The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Lease or Contract entered into by Lessor, Principal and/or Contractor without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Lease or Contract granted by Lessor to Principal or by Principal to Contractor without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Lease or Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Lessor, Principal or Contractor that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

Any changes in or under the Lease or Contract and compliance or noncompliance with any formalities connected with the Lease or Contract or the changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Lease and/or the Contract.

**IN WITNESS WHEREOF**, the Principal and Surety have executed this instrument under their several seals on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed, and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of :

\_\_\_\_\_  
\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Countersigned by Florida  
Registered Agent)

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_  
Name:  
Title:

NOTE: If Principal and Surety are corporations, the respective corporate seals shall be affixed and attached.

Surety shall execute and attach a certified copy of Power-of-Authority appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

**EXHIBIT "D"**

**PERFORMANCE BOND FORM**

**GREATER ORLANDO AVIATION AUTHORITY**

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_, hereinafter referred to as Principal, and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Florida, hereinafter referred to as Surety, are held and firmly bound unto the Greater Orlando Aviation Authority as Oblige, hereinafter referred to as Lessor, in the Penal Sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Principal has leased from Lessor real property at the Orlando International Airport, in accordance with the Orlando International Airport Lease Agreement, dated \_\_\_\_\_, which is incorporated herein by reference, made a part hereof, and is hereinafter referred to as the Lease; and

**WHEREAS**, Principal has by written agreement dated \_\_\_\_\_, entered into a contract, hereinafter referred to as the Contract, with \_\_\_\_\_, hereinafter referred to as Contractor, for the construction of improvements to the above-described real property in accordance with the plans and specifications prepared by \_\_\_\_\_, dated \_\_\_\_\_, which were approved by Lessor, and which are incorporated herein by reference and made a part hereof, and which are hereinafter referred to as the Plans and Specifications; and

**WHEREAS**, under the terms of the Lease, Principal is permitted or required to complete the improvements to the above-described property in accordance with the Plans and Specifications and the requirements of the Lease, and is also required to provide a bond guaranteeing the faithful performance of such improvements by the Principal and the Contractor or such replacement contractors as Principal may employ; and

**WHEREAS**, Surety is authorized to do business in the State of Florida;

**NOW, THEREFORE**, the condition of this obligation is such that if Principal, by and through Contractor or such replacement contractors as Principal may employ:

Promptly and faithfully completes and performs such improvements in accordance with the Plans and Specifications, the Contract, and the provisions of Section 4.3 of the Lease, in the time and manner prescribed therein,

Pays Lessor all losses, damages, (liquidated or actual), including, but not limited to, damages caused by delays in performance of the Principal or the Contractor, expenses, costs and attorneys' fees, including those incurred in appellate proceedings, that Lessor sustains resulting directly or indirectly from failure of the Principal or the Contractor to complete the improvements in accordance with the Plans and Specifications or the terms of the Contract, or from any breach or default by Principal or the Contractor under the provisions of Section 4.3 of the Lease in connection therewith., and

Pays Lessor all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services), including those incurred in appellate proceedings, that the Lessor sustains resulting directly or indirectly from conduct of the Principal or the Contractor, including, but not limited to, want of care or skill, negligence, patent infringement, or

intentionally wrongful conduct on the part of the Principal or the Contractor, their officers, agents, employees or any other person or entity for whom the Principal or the Contractor are responsible, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal, individually or by and through the Contractor or such replacement contractors as Principal may employ, shall fail to complete the improvements in accordance with the Plans and Specifications or the terms of the Contract, or to perform any of the terms, covenants and conditions of Section 4.3 of the Lease during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Lessor for all such loss or damage, including reasonable attorneys' fees and other legal costs resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Lessor harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Lessor's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Lease or the Contract entered into by Lessor, Principal and/or Contractor without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Lease or the Contract granted by Lessor to Principal or by Principal to Contractor without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Lease or the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceedings, or (iv) any other action taken by Lessor or Principal or Contractor that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to a statute of limitations of four (4) years for claims arising out of the actual construction of improvements and five (5) years for all other claims arising out of this written contract, as set forth in Section 95.11, Florida Statutes.

Any changes in or under the Lease or the Contract and compliance or noncompliance with any formalities connected with the Lease or the Contract or the changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Lease and/or the Contract.

**IN WITNESS WHEREOF**, the Principal and Surety have executed this instrument under their several seals on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed, and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

Signed, sealed and delivered  
in the presence of :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Countersigned by Florida  
Registered Agent)

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NOTE: If Principal and Surety are corporations, the respective corporate seals shall be affixed and attached.

Surety shall execute and attach a certified copy of Power of Attorney Appointing Individual Attorney-In Fact for execution of Performance Bond on behalf of Surety.