

**THIS DOCUMENT PREPARED BY
AND RETURN RECORDED COPY TO:**

Wesley Powell
Assistant City Attorney
City of Orlando
400 South Orange Avenue
Orlando, FL 32801
407-246-3478

**TERMINATION OF OMNIBUS NOVATION AGREEMENT
REGARDING WETLANDS PARK AND HUNTING RIGHTS**

**THIS TERMINATION OF OMNIBUS CONTINGENT NOVATION REGARDING
WETLANDS PARK AND HUNTING RIGHTS** ("Termination") is executed this _____ day
of _____, 2015 ("Effective Date"), by and between the **City of Orlando, Florida**
("City"), and **Gary McCall ("G. McCall")**, and **Matthew McCall ("M. McCall")**.

**G. McCall and M. McCall are hereinafter collectively referred to as the McCalls.
The McCalls and the City are hereinafter collectively referred to as the Parties.**

WHEREAS, the Parties previously entered into an Omnibus Contingent Novation
Regarding Wetlands Park and Hunting Rights dated January 30, 2008 ("Novation Agreement"),
wherein the City granted the McCalls, among other things, certain hunting rights on the property
known as Orlando Wetlands Park, as more particularly described in Exhibit A, attached hereto,
and incorporated herein, by reference (the "Property"); and

WHEREAS, the McCalls have agreed to sell, relinquish, and re-convey all their rights
under the Novation Agreement, including, but not limited to, hunting rights, and a right of first
refusal to purchase the Property, to the City; and

WHEREAS, the City is the fee simple owner of the Property, and has agreed to purchase
the rights granted under the Novation Agreement from the McCalls so that the City's ownership
and use of the Orlando Wetlands Park is no longer impacted by such rights; and

WHEREAS, in consideration for the purchase price from the City, the McCalls have
agreed to relinquish all of their rights under the Novation Agreement, as well as the Contract for
Sale and Purchase dated January 11, 1985, the Contract to Survive Closing dated April 14, 1986
and the Wilderness Park Settlement Agreement dated September 8, 1992; and

WHEREAS, the Parties have agreed to terminate the Novation Agreement, and the
McCalls shall execute and record a quit claim conveying all its rights under the Novation
Agreement to the City; and

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein, by reference.

2. Purchase Price. The purchase price to be paid by the City to the McCalls in exchange for the termination and relinquishment of any and all rights of the McCalls under the Novation Agreement, including, but not limited to, hunting rights, and Right of First Refusal, is Two Hundred Thousand Dollars (\$200,000.00), which the parties agree reflects the fair market value of the rights on the Property. The City shall pay the purchase price to the McCalls on the Effective Date.

3. Relinquishment of Rights. The McCalls hereby sell, relinquish, and convey to the City, any and all of their rights, title and interest existing under the Novation Agreement, including, but not limited to, the hunting rights set forth in Section 6 of the Novation Agreement, the Right of First Refusal set forth in Section 8 of the Novation Agreement, and any mineral rights which the McCalls have, may have, or claim to have individually or through any corporate entity, existing or dissolved, or which they may subsequently acquire through deed, devise, gift or otherwise under the Contract for Sale and Purchase dated January 11, 1985, the Contract to Survive Closing dated April 14, 1986 and the Wilderness Park Settlement Agreement dated September 8, 1992.

4. Quit Claim Deed. The McCalls shall convey to the City by quitclaim deed all rights, title and interest under the Novation Agreement, including, but not limited to, the hunting rights set forth in Section 6 of the Novation Agreement, and the Right of First Refusal set forth in Section 8 of the Novation Agreement.

5. Termination of Novation Agreement. The Novation Agreement is hereby terminated in its entirety and all terms, conditions, rights and obligations therein are of no force and effect, and all rights and obligations of the Parties under the Novation Agreement are hereby terminated.

6. Right of First Refusal. The McCalls hereby covenant and agree that as of the Effective Date they have not assigned the right of first refusal under section 8 of the Novation Agreement to any corporation, partnership, limited liability company or other business entity owned or controlled by the McCalls.

7. Miscellaneous.

A. This document shall be recorded in the public records of Orange County, Florida as a covenant running with the land.

B. This document shall be governed by and construed in accordance with the laws of the state of Florida.

C. The location for the settlement of any dispute arising from this document shall be Orange County, Florida.

IN WITNESS WHEREOF, the Parties have executed this Termination of Omnibus Contingent Novation Regarding Wetlands Park and Hunting Rights as of the date first written above.

ATTEST:

CITY OF ORLANDO, FLORIDA

Celeste Brown, City Clerk

By: _____
Mayor/Pro Tem

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

_____, 2015

Assistant City Attorney

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____, 2015, by Buddy Dyer, and Celeste Brown, the Mayor and City Clerk, respectively, of the **CITY OF ORLANDO, FLORIDA**, a municipal corporation of the State of Florida, who [] are personally known to me or [] have produced _____ as identification.

Notary Public, State of Florida at Large
My Commission Expires:
Commission No.

(Affix seal)

SIGNATURES CONTINUED ON FOLLOWING PAGE



Gary McCall

Witness:

Sign: _____

Print: _____

Witness:

Sign: _____

Print: _____

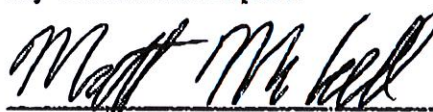
STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18 day of NOVEMBER, 2015, by Gary McCall. He is personally known to me or has produced _____ as identification.





Cynthia A. King
Notary Public
My Commission Expires:



Matthew McCall

Witness:

Sign: _____

Print: _____

Witness:

Sign: _____

Print: _____

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18 day of NOVEMBER, 2015, by Matthew McCall. He is personally known to me or has produced _____ as identification.





Cynthia A. King
Notary Public
My Commission Expires:

EXHIBIT "A"

All of Section 14, Township 22 South, Range 33 East, Orange County, Florida
And

All of Section 15 (Less the South 30 Feet for Road Right of Way), Township 22
South, Range 33 East, Orange County, Florida

And

The North 1/2 (Less the North 30 Feet for Road Right of Way) and the
Northwest 1/2 of the Southeast 1/4 of Section 22, Township 22 South, Range 33
East, Orange County, Florida.