

**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 NOVATION AGREEMENT 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 **Hollis O. McCall ("H. McCall"), Ronald W. McCall ("R.W. McCall"), Randall E. McCall ("R. McCall"), and Tyler W. McCall ("T. McCall") and Off the Ranch, Inc. ("OTR").**

H. McCall, R.W. McCall, R. McCall, T. McCall, and OTR 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 Novation Agreement Regarding Wetlands Park and Hunting Rights dated January 18, 2008 ("Novation Agreement"), wherein the City granted the McCalls, among other things, certain hunting and fishing 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 and fishing rights, and a right of first refusal to purchase the Property, to the City; and

WHEREAS, the McCalls have also agreed to relinquish and convey to the City any mineral rights they have in the Property pursuant to Section 8 of the Novation Agreement, Section 1 of the Contract to Survive Closing dated April 14, 1986 between the City, OTR and H.K. Ranch, Inc. (the "Contract to Survive Closing"), and which they have or may acquire under any other documents; 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 and the Contract to Survive Closing; 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;

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 and fishing rights, mineral 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 5 of the Novation Agreement, the fishing rights set forth in Section 6 of the Novation Agreement, the mineral rights set forth in Section 8 of the Novation Agreement, and the Right of First Refusal set forth in Section 9 of the Novation Agreement.

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 5 of the Novation Agreement, the fishing rights set forth in Section 6 of the Novation Agreement, the mineral rights set forth in Section 8 of the Novation Agreement, and the Right of First Refusal set forth in Section 9 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. Covenant Regarding 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 9 of the Novation Agreement, or any other rights under the Novation Agreement, to any individuals, corporation, partnership, limited liability company or other business entity owned or controlled by the McCalls.

7. Covenant Regarding Personal Property and Equipment. The McCalls hereby covenant and agree that they have removed all personal property and equipment from the Property as of the Effective Date.

8. Contract to Survive Closing. The McCalls hereby relinquish and release any and all rights they have pursuant to the Contract to Survive Closing.

9. Conveyance of Mineral Rights. The McCalls hereby relinquish, and will convey to the City, 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, the Wilderness Park Settlement

Agreement dated September 8, 1992, and any deeds, easements, agreements or other related documents.

10. Miscellaneous.

A. This document shall be recorded in the public records of Orange County, Florida.

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 Novation Agreement 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.

(Affix Seal)

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

Benevolence J. McCall POA

Hollis O. McCall

Witness:

Sign: Hillary Jones

Print: Hillary Jones

Witness:

Sign: Sheila M. Yunes

Print: Sheila M. Yunes

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 16th day of November 2015, by Hollis O. McCall. He is personally known to me or has produced FL DL as identification.



Hillary Jones
Notary Public
State of Florida
My Commission Expires 05/15/2018
Commission No. FF 123588
Bonded through CNA Surety

Hillary Jones
Notary Public

My Commission Expires: 05/15/2018

Ronald W. McCall

Ronald W. McCall

Witness:

Sign: Hillary Jones

Print: Hillary Jones

Witness:

Sign: Sheila M. Yunes

Print: Sheila M. Yunes

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 16th day of November 2015, by Ronald W. McCall. He is personally known to me or has produced FL DL as identification.



Hillary Jones
Notary Public
State of Florida
My Commission Expires 05/15/2018
Commission No. FF 123588
Bonded through CNA Surety

Hillary Jones
Notary Public

My Commission Expires: 05/15/2018

DEM. C

Randall E. McCall

Witness:

Sign: Hillary Jones

Print: Hillary Jones


STATE OF Florida
COUNTY OF Seminole

Witness:

Sign: Shella M. Jones

Print: Shella M. Jones

The foregoing instrument was acknowledged before me this 16th day of November, 2015, by Randall E. McCall. He is personally known to me or has produced FL DL as identification.

 Hillary Jones
Notary Public
State of Florida
My Commission Expires 05/15/2018
Commission No. FF 123588
Bonded through CNA Surety

Hillary Jones
Notary Public
My Commission Expires: 05/15/2018

Tyler W. McCall

Tyler W. McCall

Witness:

Sign: Thoma Laverde

Print: Thoma Laverde

STATE OF Florida
COUNTY OF Hillsborough

Witness:

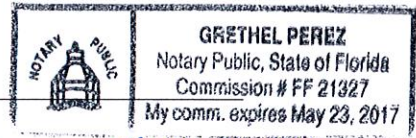
Sign: Betty R. Kirkland

Print: Betty R. Kirkland

The foregoing instrument was acknowledged before me this 14 day of November, 2015, by Tyler W. McCall. He is personally known to me or has produced Florida Driver License as identification.

Grethel Perez
Notary Public

My Commission Expires: May 23, 2017

 GRETHEL PEREZ
Notary Public, State of Florida
Commission # FF 21327
My comm. expires May 23, 2017

Off the Ranch, Inc.

By Ronald W. McCall

Name: RONALD W. MCCALL

Title: PRESIDENT

Witness:

Sign: Hillary Jones

Print: Hillary Jones

STATE OF Florida

COUNTY OF Seminole

Witness:

Sign: Hillary Jones

Print: Shirley M. Jones

The foregoing instrument was acknowledged before me this 16th day of November, 2015, by Ronald W. McCall the President of Off the Ranch, Inc., on behalf of the corporation. He/she is personally known to me or has produced FL DL as identification.



Hillary Jones
Notary Public
State of Florida
My Commission Expires 05/15/2018
Commission No. FF 123588
Bonded through CNA Surety

Hillary Jones
Notary Public

My Commission Expires: 05/15/2018

EXHIBIT A

Parcel I.D. 14-22-33-0000-00-001

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

Parcel I.D. 22-22-33-0000-00-001

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.