

AGREEMENT FOR PURCHASE AND SALE

This Agreement for Purchase and Sale ("Agreement") is entered into this ____ day of _____, 2016, ("Effective Date") by and between City of Orlando, Florida, a Florida municipal corporation ("Seller") and Triple Bogey Partners, LLC or assigns, a Florida limited liability company ("Buyer").

RECITALS

A. Seller acquired certain land from the United States of America, acting by and through the Department of the Navy, Naval Facilities Engineering Command, Southern Division ("U.S.") pursuant to the Government Deeds as defined and identified herein.

B. Since the time of the conveyance, Seller has not engaged in any activities on the property conveyed to the Seller by the U.S. with the exception of the demolition of all existing buildings thereon.

C. Buyer will purchase the Land, as herein defined, with full knowledge of all environmental issues with the intention of constructing a high-quality sustainable warehouse/industrial complex, a use of the subject land that is not precluded by the Government Deeds, all to be completed in accordance with the terms and conditions hereof.

NOW THEREFORE in consideration of the foregoing Recitals, the mutual promises made by each party to the other as contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.** In addition to the terms defined elsewhere herein, the terms listed below shall mean as follows:

1.1 "**Agreement**" - - this instrument together with all exhibits, addenda, and proper amendments.

1.2 "**Closing**" -- the completion of the purchase and sale transaction contemplated by this Agreement, on the Closing Date pursuant to the terms hereof.

1.3 "**Closing Date**" -- the date determined in accordance with **Section 5** hereof, unless extended by the terms of this Agreement.

1.4 "**Current Funds**" -- funds wired on the Federal Reserve Wire Network into an account designated by Seller.

1.5 "**Deposit**" -- the amount paid by Buyer as an earnest money deposit hereunder pursuant to **Section 3.1**, together with all interest, profits, and accumulations earned or

accrued thereon.

1.6 "Effective Date" -- the date upon which a copy of this instrument has been fully executed by Seller and Buyer, which is the date set forth above.

1.7 "Escrow Agent" -- the Title Company when acting in its capacity as escrow agent for this transaction.

1.8 "Government Deeds" -- collectively the Quitclaim Deeds issued by the United States of America to Seller as recorded in Official Records Book 5869 beginning at Page 1854, Official Records Book 6902 beginning at Page 3098, Official Records Book 6902, beginning at Page 3114 and Official Records Book 6902, beginning at Page 3130 of the Public Records of Orange County, Florida. True copies of the Government Deeds are attached hereto as **Exhibit "A"** and made a part hereof.

1.9 "Inspection Period" -- the ninety (90) day period following the date of Orlando City Council's approval of this agreement for Buyer's investigation of the Land in accordance with the provisions of **Section 7** hereof.

1.10 "Land" -- that certain real property located in Orange County, Florida and specifically described in **Exhibit "B"** attached hereto and made a part hereof, which Buyer will purchase pursuant to this Agreement. The Land is currently part of a larger tract owned by Seller ("Seller's Larger Tract"). It is the intent of Seller and Buyer to subdivide Seller's Larger Tract such that the Land becomes a separate and distinct platted lot.

1.11 "Parties" -- Buyer and Seller (sometimes individually referred to as "Party").

1.12 "Permitted Exceptions" -- taxes for the year of Closing and subsequent years, oil, gas and mineral rights of record (without right of entry), zoning and other governmental regulations, easements of record and any other matters disclosed in the title commitment to be provided hereunder, together with those matters described or to be described in the Quitclaim Deed attached, as well as any title exceptions that Buyer may accept, subsequent to the Effective Date.

1.13 "Purchase Price" -- the amount Buyer shall pay to Seller for acquisition of the Land as provided in **Section 4.1** hereof.

1.14 "Quitclaim Deed" -- the Quitclaim Deed attached hereto as **Exhibit "C"**, which shall be used as the instrument of conveyance from Seller to Buyer.

1.15 "Seller's Realtor" -- CBRE, INC., a Florida corporation, the real estate

brokerage firm employed to represent Seller in the transaction evidenced by this Agreement.

1.16 "Survey" -- The survey described in **Section 19** hereof.

1.17 "Title Company" -- Empire Title Company of Florida, Inc., 28 West Central Boulevard, Suite 400, Orlando, Florida 32801, which shall act as the title company in this transaction as well as escrow agent for the Deposit at the times provided herein.

2. PURCHASE AND SALE. Subject to and in accordance with the terms and provisions hereof, Seller agrees to sell the Land to Buyer, and Buyer agrees to purchase the Land from Seller as described in **Exhibit "B"** hereto, in accordance with the terms of this Agreement. Seller has excluded from the Land a wastewater lift station and reserved easements for wastewater lines and related improvements necessary for providing wastewater services to the Land and other property adjacent thereto. The parcel of land that is identified as the "Less and Except" land from the description of the Land contains the sanitary sewer system lift station owned by the Seller ("Lift Station Parcel"). Seller agrees to relocate the Lift Station Parcel at Buyer's request to allow Buyer to develop its property in a more efficient manner as Buyer determines in its reasonable discretion. In the event Buyer elects to do so, Buyer shall pay all costs associated with the relocation including but not limited to the conveyances of the Lift Station Parcel and its replacement exchange parcel, demolition of the old structure and construction of the new lift station and all connections and easement modifications to provide for connection to the sewer system. This Section 2 shall survive the Closing and remain in effect for a period of three (3) years after Closing.

3. DEPOSIT AND ESCROW AGENT.

3.1 Deposit. Simultaneously with Buyer's execution of this Agreement, Buyer is depositing with Title Company the sum of Two Hundred Thousand Dollars (\$200,000.00) (the "Deposit") in Current Funds. The Deposit shall be disbursed by Title Company as provided in this Agreement.

3.2 Escrow Funds. Title Company, when acting as escrow agent, shall have the sole obligation under this Agreement to hold the Deposit in trust in accordance with the terms hereof. Title Company, acting as Escrow Agent, shall hold the Deposit in an interest-bearing account. Upon disbursement of the Deposit as provided herein, Title Company in its capacity as Escrow Agent shall automatically be released and discharged of its responsibilities as Escrow Agent. In the event of any dispute between the Parties with respect to the disposition of the Deposit, Title Company may continue to hold the Deposit in trust pending directions by a court of competent jurisdiction, or Title Company may interplead the Deposit. All interest earned on the Deposit shall be credited against the Purchase Price.

3.3 Buyer Financial Statements. Simultaneously with the delivery of the offer to purchase, Buyer shall also furnish to Seller's Realtor financial statements and related

financial information of Buyer, in form and detail acceptable to Seller's Realtor. Seller's Realtor shall have fifteen (15) days after receipt of complete and acceptable financial information to review and evaluate such information for purposes of verifying Buyer's financial ability to effectively market and develop the Land. If Seller's Realtor determines, in its sole and absolute discretion that the financial strength of Buyer is not satisfactory to Seller, Seller's City Staff may reject the offer by written notice to Buyer within twenty (20) days after the date Buyer submitted its financial information to Seller's Realtor. Upon such notification, the Deposit shall be returned to Buyer, and the Parties shall be released of further obligations under this Agreement. Seller's Realtor agrees to keep all such financial information confidential and not disclose it to Seller or any third parties, but rather shall only use the information to provide its opinion to Seller as to the financial ability of Buyer to complete the transaction in the manner described herein.

3.4 Presentation to City Council. On January 25, 2016, after Buyer has submitted to City Staff this agreement as fully executed by Buyer, City Council shall either approve or reject it. The offer shall be irrevocable until January 26, 2016 or rejected by City Staff in accordance with Section 3.3, whichever occurs first.

4. PURCHASE PRICE AND METHOD OF PAYMENT.

4.1 Purchase Price. The Purchase Price for the Land shall be calculated as follows:

A.	48.639 acres at \$85,000.00 per acre --	\$4,134,315.00
B.	5.34 acres at \$35,000.00 --	\$ 186,900.00
	Total Purchase Price --	\$4,321,215.00

4.2 Method of Payment. The Purchase Price shall be paid to Seller as follows:

4.2.1 The Deposit in the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) plus accrued interest to be held by Title Company in escrow pending expiration of the Inspection Period;

4.2.2 On the Closing Date, Buyer shall pay to Seller in Current Funds the balance of the Purchase Price, subject to adjustments, credits, and prorations as herein provided.

5. CLOSING. The conveyance of the Land by Seller to Buyer shall be closed at the offices of Seller or Title Company as Seller may specify, on a date that is no more than thirty (30) days after the end of the Inspection Period. If the date falls on a weekend or holiday, the Closing Date shall be the next business day.

6. EVIDENCE OF TITLE. Within twenty (20) days after the Effective Date, Seller

shall deliver to Buyer an owner's title insurance commitment issued by the Title Company agreeing to issue to Buyer, following the recording of the Quitclaim Deed to Buyer, a standard owner's title insurance policy in the amount of the Purchase Price insuring Buyer's fee title interest in the Land subject only to the Permitted Exceptions. Seller shall cause all "standard exceptions" to be deleted from the title insurance policy, except that the standard survey exception will be deleted or modified only in accordance with matters shown on a current survey of the Land, and the Title Company will so indicate by updating the title insurance commitment at Closing.

Seller shall have no obligation to take any action whatsoever with respect to the removal of exceptions to Seller's title disclosed in the Title Commitment or any subsequently discovered exception. Buyer shall be deemed to have accepted the Title Commitment without modification and all Permitted Exceptions, if this Agreement is not terminated by Buyer during the Inspection Period.

7. RIGHT OF ENTRY; INSPECTION PERIOD; REPLATTING AND REZONING PERIOD.

(a) For a period of ninety (90) calendar days after January 25, 2016 (the date on which City Council will be scheduled to approve this agreement), Buyer and Buyer's authorized agents shall have the right to enter upon the Land from and after the Effective Date to conduct such studies, tests and inspections as Buyer deems necessary, including but not limited to soil tests, environmental audits, surveys and engineering studies including all activities as may be needed to address Hazardous Material issues referred to in Section 20, all to be done at Buyer's expense. TIME IS OF THE ESSENCE. Buyer shall give Seller reasonable prior notice of any such entry and shall enter the Land only when accompanied by Seller's representative unless otherwise approved by Seller in writing. Buyer shall provide evidence to Seller of comprehensive general liability insurance, with limits of at least One Million Dollars (\$1,000,000.00) per occurrence, covering the activities of Buyer on the Land. Further, Buyer shall indemnify, defend and hold Seller its elected and appointed officials, officers, agents, councils, departments, boards, employees, successors and assigns harmless from any loss, claim, liability or cost, including without limitation, damage to the Land, injury to or death of persons, construction liens and reasonable attorney's fees and costs caused by or associated with Buyer's entry, inspection or testing of the Land. Buyer shall not commit waste and shall restore the Land to its condition prior to Buyer's entry, in the event this Agreement is terminated and there is no Closing. Buyer's obligations under this Section shall survive the Closing or any termination hereunder and Seller's rights under this Section shall be in addition to and not in limitation of any other rights or remedies of Seller hereunder.

(b) Buyer shall be entitled to terminate this Agreement by giving notice of termination to Seller during the Inspection Period, if Buyer determines in its sole discretion for any reason whatsoever the Land is not satisfactory; whereupon, after Buyer has completed any necessary restoration of the Land, Escrow Agent shall return the Deposit to Buyer, and the Parties shall

thereupon be released of further obligations under this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Inspection Period as provided in this paragraph, Escrow Agent shall disburse the Deposit to Seller, which amount at that point becomes nonrefundable (except as otherwise provided in **Section 15.1**). If the City Council does not approve this Agreement on January 25, 2016, Escrow Agent shall disburse the Deposit to Buyer, at Buyer's election.

8. **SELLER'S LAND DOCUMENTATION.** Within five (5) days after the Effective Date, Seller shall provide Buyer with any and all documents, studies, reports, surveys and other documentation pertaining to the Land as Buyer reasonably requests.

9. **SELLER'S REPRESENTATIONS/CERTIFICATIONS.** As a material inducement to Buyer to enter into this Agreement, Seller represents and certifies it is a municipal corporation duly organized under the laws of the State of Florida and in good standing thereunder; moreover, all documents that are executed or to be executed by Seller and that are to be delivered to Buyer on or before the Closing Date will be duly authorized, executed, and delivered by Seller, will be legal, valid, and binding obligations of Seller, will be sufficient to convey title (if they purport to do so), and will not violate any agreement to which Seller is a party or to which Seller is subject.

10. **BUYER'S REPRESENTATIONS/CERTIFICATIONS.** As a material inducement to Seller to enter into this Agreement, Buyer represents and certifies that it is a general partnership duly organized and validly existing under the laws of Florida, in good standing thereunder and authorized to do business in Florida; moreover, all documents that are executed or to be executed by Buyer and that are to be delivered to Seller on or before the Closing Date will be duly authorized, executed, and delivered by Buyer, will be legal, valid, and binding obligations of Buyer and will not violate any agreement to which Buyer is a party or to which Buyer is subject.

11. **CONDITION OF LAND.** From and after the Effective Date and through the Closing Date, Seller shall maintain the Land at Seller's expense in the same manner as Seller has previously and shall on the Closing Date deliver the Land to Buyer in the same condition as on the Effective Date, condemnation or other taking by eminent domain or sale in lieu thereof, and damage or destruction caused by fire, windstorm, or other calamity beyond the control of Seller excepted.

12. **CLOSING DOCUMENTS.**

12.1 As a condition precedent to Buyer's delivery to Seller of the Purchase Price, Seller shall (at Seller's expense) obtain and deliver to Buyer on the Closing Date the following documents:

12.1.1 A Quitclaim Deed, substantially in the form attached and made a

part hereof as Exhibit "C", conveying to Buyer title to the Land, subject only to the Permitted Exceptions including the environmental terms and conditions as set forth in the Government Deeds;

12.1.2 Seller's affidavit as to ownership of the Land in such form sufficient to permit the Title Company to delete the standard exception for parties in possession;

12.1.3 Seller's affidavit stating that Seller has no knowledge of any easements or matters adverse to Seller's title not shown in the public records, except as set forth in the Permitted Exceptions;

12.1.4 Seller's affidavit with respect to construction liens sufficient to permit the Title Company to delete the construction lien standard exception from a title policy and stating that the Land is free and clear of all liens, encumbrances, leases, licenses, contracts, or claims of rights that may serve as a basis for a lien or charge against the Land, except as set forth in the Permitted Exceptions; and

12.1.5 Seller's Representations/Certifications described in Section 9 continue to be true and correct as of the Closing Date.

12.2 As a condition precedent to Seller's obligation to close, Buyer shall (at Buyer's expense) deliver to Seller on the Closing Date the following documents:

12.2.1 An affidavit acceptable to the Title Company stating that there are no matters as a result of Buyer's inspection of the Land that may serve as a basis for a lien or charge against the Land;

12.2.2 Buyer's Representations/Certifications described in Section 10 continue to be true and correct as of the Closing Date;

12.2.3 Such other instruments, documents, certificates, affidavits, closing statements or agreements reasonably requested by counsel for either party or the Title Company in order to effectuate the purposes of this Agreement.

13. CLOSING COSTS AND PRORATIONS.

13.1 CLOSING COSTS. Buyer shall pay the cost of recording the Quitclaim Deed and documentary stamps to be affixed thereto, the title work, title commitment, final title policy and all other closing costs, except for the survey. Buyer's title insurance agent shall be the agent of record for purposes of the issuance of the final title policy. Seller shall pay for the survey. Each Party shall pay its own attorney's fees.

13.2 PRORATIONS. Since Seller does not pay real property taxes on its real property used for governmental purposes, there will be no proration of real estate taxes, as none

will be due for that time during the year when Seller held title. Buyer will pay the storm water fees for the year in which the Closing occurs. Any other charges against the property will be prorated as of 12:01 a.m. on the Closing Date based upon the current year's charges with due allowance for the maximum allowable discount or other exemptions. If the closing occurs on a date when the amount of such charges for the current year are not fixed, such charges shall be prorated on the prior year's amounts; provided that charges shall be re-prorated at the request of either Party upon the issuance of final bills. Either Party owing a sum to the other based upon a subsequent proration shall promptly pay such sum to the other Party. This provision shall survive the Closing.

14. POSSESSION. On the Closing Date, Seller shall deliver possession of the Land to Buyer.

15. DEFAULT.

15.1 BY SELLER. If at any time between the Effective Date and the Closing Date Seller is in default in a material respect in the performance of any of Seller's obligations under this Agreement and such default is not cured within thirty (30) days after written notice thereof to Seller, Buyer shall have the option of either (a) terminating this Agreement and receiving a refund of the Deposit; whereupon, this Agreement shall become null and void and of no further force and effect, or (b) enforcing this Agreement by specific performance.

15.2 BY BUYER. If the Closing fails to occur on the Closing Date because of the refusal or default of Buyer, and such default is not cured within thirty (30) days after written notice thereof to Buyer, then Seller shall have the option of either (a) terminating this Agreement and receiving the Deposit as full liquidated damages, whereupon this Agreement shall become null and void and of no further force and effect, or (b) enforcing this Agreement in accordance with its terms.

15.3 OWNERSHIP OF DOCUMENTS UPON TERMINATION OR BUYER'S FAILURE TO CLOSE. If Buyer elects to terminate this Agreement as provided herein or if Buyer defaults or otherwise fails to close the transaction contemplated by this Agreement, prior to a return of the Deposit, if due, Buyer, without charge to Seller, shall transfer to Seller copies and ownership of all construction, engineering, architectural, landscaping and other plans, drawings and specifications relating to the development of the Land (if any); and all surveys, maps, plats and other graphics and work product of all professionals in connection with the Land, including without limitation, permits, soil tests, environmental audits and market studies (if any).

15.4 DAMAGES WAIVER. It is specifically agreed and understood that neither party will be responsible to the other for any indirect, special, incidental, exemplary, punitive or consequential loss or damage whatsoever (including lost profits, loss of use and opportunity costs), arising out of this Agreement or anything done in connection herewith.

Further, there shall be no recovery of any such indirect, special, incidental, exemplary, punitive or consequential loss or damage whether based on a claim brought or made in contract or in tort (including negligence and strict liability), under any warranty, or otherwise. In no event shall this waiver limit the protections afforded by any indemnification provisions contained in this Agreement.

16. NOTICES. Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand, certified mail, postage prepaid and certified return receipt requested, Federal Express or similar overnight delivery service, or by telecopy as follows:

Seller: Laurie Botts, Real Estate Division Manager,
City of Orlando
400 S. Orange Ave.,
City Hall, 7th Floor
Orlando, FL 32801
Telephone No. 407-246-2653
Telecopier No. 407-246-3129

Buyer: Triple Bogey Partners, LLC
20 North Division Avenue,
Orlando, FL 32801
Telephone No. 407-234-8524
Telecopier No: _____

or to such other address as the pertinent Party may direct by written notice. Each such notice or other communication shall be deemed delivered: (a) on the date delivered if done so by hand or via telecopy; (b) three (3) days after the date deposited in the U.S. mail; or (c) the day following delivery to a nationally recognized overnight delivery service.

17. CONDEMNATION. If prior to the Closing Date all or part of the Land becomes the subject of a condemnation proceeding by any governmental authority, then Buyer shall have the right to elect within ten (10) days of receiving actual notice of such proceeding to:

(a) take title to the Land on the Closing Date without an abatement or adjustment to the Purchase Price, in which event Seller shall unconditionally assign Seller's rights in the condemnation award (or portion thereof allocated to the portion of the Land being taken) to Buyer (or give Buyer a credit against the Purchase Price equal to such award if it has theretofore been received by Seller); or

(b) terminate this Agreement, whereupon the duties and obligations hereunder of the Parties shall end, and Seller shall promptly return the Deposit after Buyer has satisfied all conditions of this Agreement.

The Closing Date may be extended at the option of Buyer to permit the full running of the aforementioned ten (10) days prior thereto.

18. BROKERS. Seller has engaged a real estate broker to represent it in this transaction; however, Buyer has not. Buyer has agreed to pay Seller's Broker the real estate commission owed, should the Closing occur. The real estate commission to be paid shall be three and one-half percent (3 & 1/2%) of the Purchase Price.

19. SURVEY. Within fifteen (15) days after the Effective Date, Seller shall obtain, pay for and provide a copy to Buyer of a current survey of the Land prepared by a duly registered surveyor licensed to do business in the State of Florida, prepared in accordance with the Minimum Technical Standards for Surveys set forth by the Florida Board of Surveyors pursuant to Fla. Stat. 472.027 ("Survey"). The Survey shall be certified to Seller, Buyer and Title Company. The Survey shall further disclose the number of acres (to the 1/100th) comprising the Land.

20. ENVIRONMENTAL MATTERS. The Land was part of a former military installation that was ordered to be closed pursuant to the Defense Base Closure and Realignment Act of 1990, as amended. The Land was conveyed to Seller, as the Local Redevelopment Agency, by the U.S. Buyer acknowledges that Seller would not sell the Land except on an "AS IS, WHERE IS" basis and BUYER acknowledges that Seller makes no representations or warranties of any kind whatsoever, express or implied, including, without limitation, any implied warranty of fitness of the Land for any particular purpose. Seller's sole obligation with respect to the environmental condition of the Land shall be to provide Buyer the documentation in its possession, related to the agreements, assessments, reports and representations of the United States concerning Hazardous Substances, Pollutants and Contaminants on the Land. The documentation is provided "AS IS" without recourse, representation or warranty. Buyer agrees not to rely on the documentation provided by Seller but rather shall use the information only as a beginning of its own environmental investigation of the Land, and shall independently verify the obligations of the U.S. respecting the environmental condition of the Land. Seller makes no representations or warranties concerning the presence or absence of any Hazardous Substances, Pollutants or Contaminants, as defined herein, upon, in or under the Land or the groundwater contained therein or adjacent thereto.

For purposes of this Agreement, "Hazardous Substances, Pollutants or Contaminants" shall mean (i) any petroleum or petroleum-based products, hazardous, toxic or dangerous waste, substance or material defined or listed as such in (or for the purposes of) CERCLA, SARA, FWPCA, RCRA or any other federal, state or local environmental law as now or at any time hereafter be in effect, (ii) any other waste, substance or material that exhibits any of the characteristics enumerated in 40 C.F.R. §§261.20-261.24, inclusive, and those extremely hazardous chemical substances listed under 40 C.F.R. 355 Appendices "A" & "B" and toxic or hazardous chemical substances listed under OSHA.

At the time of Seller's acquisition of the Land, a number of buildings existed thereon, which contained asbestos materials and lead-based paint. Since acquiring the property, Seller's only activity on the Land has been to demolish and remove the buildings and asbestos materials and lead-based paint in accordance with the requirements of law. An Abatement Oversight and Air Monitoring Report at the Southport Navy Housing Apartment Complex, Oceanus Drive, Orlando, Florida, prepared for the City of Orlando by Professional Service Industries, Inc, PSI Project No. 0663340, dated December 23, 2010 was prepared for the project ("Report"). Based upon completion of its due diligence to determine whether to acquire the Land including its review of the Report, if Buyer elects to complete the acquisition, Buyer thereby shall have acknowledged and agreed Seller has not caused any environmental contamination to the Land.

21. LIABILITY LIMITS. Seller is a Florida municipal corporation whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of Seller beyond that provided in Section 768.28, Florida Statutes. Further, nothing herein is intended as a waiver of Seller's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything which might allow claims otherwise barred by sovereign immunity or operation of law. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall Seller be liable to Buyer (or any person or entity claiming under or through Buyer) under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits set forth in Section 768.28 of the Florida Statutes which limits shall be applicable to all manner of claims against Seller.

22. CONSTRUCTION OF LANGUAGE. The language in all parts of this Agreement shall in all cases be construed as a whole according to its usual meaning. Each party has participated extensively in the negotiations and drafting of this Agreement. Each has been represented by legal counsel.

23. WAIVER. The failure or delay of either Party at any time to require performance by the other Party of any provisions of this Agreement shall not affect the right of such Party thereafter to require performance of the subject provision or to exercise any right, power, or remedy hereunder. The waiver by any Party of a breach of any provisions of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of such provision, or a waiver of any right, power, or remedy under this Agreement.

24. TIME OF THE ESSENCE. Time is of the essence with respect to each provision of this Agreement that requires action to be taken by a Party within a stated time period or upon a specified date, including but not limited to the Closing Date and the Inspection Period.

25. ATTORNEY'S FEES AND COSTS. In connection with any litigation arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover as costs all of such Party's expense incurred in connection therewith, including reasonable attorney's fees for any pre-litigation activities, as well as for the trial and all appellate levels and in bankruptcy

court.

26. AUTHORITY. Each signatory to this Agreement on behalf of the party for whom it is executing this Agreement represents and warrants to all other signatories and parties executing this Agreement that such signatory is duly authorized to execute and deliver this Agreement on behalf of such entity and that no other person or organization is required to join in or sign this Agreement, in order to bind the party on whose behalf such person(s) signs this document. If requested by any party, the requested party agrees to deliver to all others evidence of such authority satisfactory to all others. Each party represents and warrants to the other that the execution and performance of this Agreement by that party has been duly authorized by all applicable laws and regulations and all necessary corporate/company action, and this Agreement constitutes the valid and binding obligation of such party, enforceable in accordance with its terms.

27. ASSIGNMENT. This Agreement may not be assigned by Buyer without Seller's prior written consent, which consent may be withheld for any reason or no reason, except that Buyer may assign this Agreement to a corporation to be formed in which Buyer is a shareholder, or assigned to a limited liability company in which Buyer is an owner of an interest therein, on the Closing Date.

28. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, and permitted assigns.

29. ENTIRE AGREEMENT. This Agreement incorporates and merges all agreements, understandings, promises, covenants, conditions, representations, and warranties between the Parties with respect to the Land. No claimed modification of this Agreement shall be effective and binding unless such modification is in writing and duly executed by the Party sought to be charged therewith.

30. VENUE AND GOVERNING LAW. Venue for all proceedings in connection with this Agreement shall be exclusively in Orange County, Florida, and all aspects of this Agreement shall be governed by the laws of the State of Florida.

31. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

32. NOT RECORDABLE. Neither this Agreement nor any part hereof shall be recorded in the public records of any county in the State of Florida.

33. RADON. 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

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 public health unit.

34. SURVIVABILITY. In addition to those matters that by the terms hereof expressly survive the Closing, all other matters that by virtue of the context or nature thereof would reasonably be expected to survive the Closing shall also survive the Closing.

35. JURY WAIVER. Seller and Buyer waive trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of or in any way connected with this Agreement.

36. INTERNAL REVENUE CODE SECTION 1031 "LIKE KIND" EXCHANGE. Seller and Buyer acknowledge that the purchase of the Land by Buyer may be part of a 1031 exchange. Buyer and Seller agree to cooperate with each other and agree to execute all documents reasonably necessary to complete the 1031 exchange. Nothing herein shall be construed as the 1031 exchange being a condition precedent or prerequisite to the Closing. The Seller shall not be responsible for any cost incurred due to the 1031 exchange, nor shall any party be liable should the 1031 exchange not take place.

37. JOINDER IN LAND USE MODIFICATION APPLICATION. Prior to Closing, Seller agrees to allow Buyer to include the Land along with some of Buyer's adjacent land, in Buyer's application for rezoning. In consideration for Seller's agreeing to cooperate in this regard, Buyer irrevocably agrees that the second reading of the zoning ordinance before the Orlando City Council shall not be done until after Closing, except in the sole and absolute discretion of Seller.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed on the respective dates set forth below.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

CITY OF ORLANDO, FLORIDA, a
Florida municipal corporation

By: _____

Print Name: _____

its _____

Date executed: _____, 2016.

Attest:

Celeste T. Brown, City Clerk

Witnesses:



Print name: _____

Print name: _____

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

_____, 2016.

Assistant City Attorney


Print name: Robert L. Murphy

Print name: Lawrence R. Roth

Triple Bogey Partners, LLC, a Florida
limited liability company

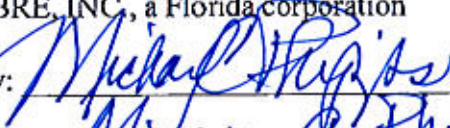
By: 
Brian M. Mulvaney, Managing Member

Date executed: 12/22, 2015

LIMITED JOINDER BY SELLER'S REALTOR

CBRE, INC., as Seller's Broker, hereby joins in this Agreement for the limited purpose
of agreeing to the terms and conditions of Sections 3.3 and 18.

CBRE, INC., a Florida corporation


By: 
Print Name: Michael C. Thipps

As its: Agent

Date executed: 12/30, 2015

Witnesses:


Print name: CLAYTON B. GREEN


Print name: Lawrence R. Roth

LIMITED JOINDER BY TITLE COMPANY AS ESCROW AGENT

Empire Title Company of Florida, Inc., hereby joins in this Agreement for the limited purpose of agreeing to act as Escrow Agent in accordance with the terms and conditions of Section 3.2.

EMPIRE TITLE COMPANY OF
FLORIDA, INC.

By: [Signature]

Print Name: MELANIE O'BRIEN

As its: Vice Pres.

Date executed: June 22, 2015

Witnesses:

[Signature]
Print name: Dane E. Solley

[Signature]
Print name: Roger Curseff

EXHIBIT "A" (To Agreement)
(GOVERNMENT DEEDS ATTACHED)

EXECUTION VERSION
3/28/03



STATE OF FLORIDA)
)
COUNTY OF ORANGE)

INSTR 20030257129
OR BK 06902 PG 3130
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
05/08/2003 11:14:35 AM
DEED DOC TAX 0.70
REC FEE 69.00

"DEED FOR DRAINAGE PARCEL"

QUITCLAIM DEED

1 This indenture, made this 31st day of March, 2003, between the United States of
2 America, acting by and through the Department of the Navy, Naval Facilities Engineering
3 Command, Southern Division, 2155 Eagle Drive, North Charleston, South Carolina 29406
4 (hereinafter called "GRANTOR"), and the City of Orlando, Florida, 400 South Orange Avenue,
5 Orlando, Florida 32801 (hereinafter called "GRANTEE").
6

WITNESSETH:

7
8
9 The GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) plus other
10 good and valuable consideration, to it in hand paid by the GRANTEE, the receipt whereof is
11 hereby acknowledged, releases and quitclaims to the GRANTEE, its heirs and assigns forever,
12 all interest in a parcel of land comprising approximately 4.77 acres, more or less, (hereinafter
13 "Property") described in Exhibit "A" attached hereto and made a part hereof.
14

15 TO HAVE AND TO HOLD the above described Property, together with all rights and
16 appurtenances thereto and any way belonging, unto said GRANTEE, its successors, and assigns
17 forever.
18

19 TOGETHER WITH ALL rights, members, hereditaments and appurtenances to the said
20 Property belonging or in any way appertaining, including fixtures, structures, mineral rights, air
21 rights, the banks, beds and waters of any streams or lakes opposite or fronting upon said
22 Property, and any alleys, roads, streets, ways, strips, gores or railroad rights of way abutting or
23 adjoining said Property, and in any means of ingress and egress appurtenant thereto, subject to

DEED FOR DRAINAGE PARCEL

all easements, covenants and restrictions of record or as set forth within this Deed, or as further described in Exhibit "B" ("Permitted Exceptions") attached hereto and made a part hereof.

A Finding of Suitability to Transfer (FOST) is attached as Exhibit "C" to this Deed; an Environmental Baseline Survey (EBS) report is referenced in the FOST; the FOST and EBS reference environmental conditions on the Property and on other property not subject to this Deed. The information concerning those environmental conditions described in the FOST and EBS, which are applicable to the Property, is contained in this Deed. The FOST sets forth the basis for the GRANTOR's determination that the Property is suitable for transfer. The GRANTEE is hereby made aware of the notifications contained in the EBS and the FOST.

NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

The information contained in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" or "Superfund"), 42 U.S.C. Section 9620 (h).

The polycyclic aromatic hydrocarbon Benzo[a]pyrene ("BAP") was detected in a sediment sample collected from the north-south drainage canal on the Property. BAP is a common non-point source pollutant that often results from incomplete combustion of hydrocarbon fuels. The BAP incorporated into sediments in the canal is not a threat to human health or the environment.

The pesticide Aldrin was detected in surface water in the north-south canal on the Property at a concentration greater than the annual average Florida Surface Water Cleanup Target Level (SWCTL) but less than the "maximum" concentration not to be exceeded at any time (FDEP, 1996). The pesticide Aldrin incorporated into surface water is not a threat to human health or the environment.

GRANTOR covenants that all remedial action necessary to protect human health and the environment with respect to any known hazardous substances or petroleum product remaining on the Property has been taken before the date of transfer. No hazardous substances are known to have been stored or released on the Property in excess of the reportable quantities specified under 40 Code of Federal Regulations Part 302; therefore, no remedial actions were required.

GRANTOR covenants that any remedial action found to be necessary after such date of transfer shall be performed by the United States.

GRANTEE covenants that the GRANTOR, its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of CERCLA, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property. GRANTEE will take no action to interfere with future necessary remedial and investigative actions of the GRANTOR. The GRANTOR and the

DEED FOR DRAINAGE PARCEL

1 GRANTEE, its successors and assigns, agree to cooperate in good faith to minimize any conflict
2 between necessary environmental investigation and remediation activities and operations of
3 GRANTEE, its successors and assigns, and of any lessee or any sublessee of the Property. Any
4 inspection, survey, investigation, or other response or remedial action will, to the extent
5 practicable, be coordinated with representatives designated by GRANTEE or its successors and
6 assigns.

7
8 The GRANTOR recognizes its obligations under Section 330 of the National Defense
9 Authorization Act of 1993 (Pub. L. 102-484), as amended by Section 1002 of the National
10 Defense Authorization Act for Fiscal Year 1994 (Pub. L. 103-160).

11
12 GRANTEE covenants for itself, successors, and assigns and every successor in interest to
13 the Property, or any part thereof, that GRANTEE and such successors, and assigns shall not
14 discriminate upon the basis of race, color, religion, disability, or national origin in the use,
15 occupancy, sale, or lease of the Property, or in their employment practices conducted thereon.
16 This covenant shall not apply however, to the lease or rental of a room or rooms within a family
17 dwelling unit, nor shall it apply with respect to Property used primarily for religious purposes.
18 The United States of America shall be deemed a beneficiary of this covenant without regard to
19 whether it remains the owner of any land or interest therein in the locality of the Property hereby
20 conveyed and shall have the sole right to enforce this covenant in any court of competent
21 jurisdiction.

22
23
24
25
26 [SIGNATURE PAGE FOLLOW]
27

DEED FOR DRAINAGE PARCEL

EFFECTIVE the 31st day of March, 2003.

UNITED STATES OF AMERICA
Acting by and through

WITNESS:

By: [Signature]
Real Estate Contracting Officer

[Signature]
Printed Name: Gina C. Cooper
[Signature]
Printed Name: Dierdra L. Scott

Printed Name: E.R. Nelson, Jr.
Naval Facilities Engineering Command
Southern Division
2155 Eagle Drive
North Charleston, South Carolina 29406

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 31st day of March, 2003 by E.R. Nelson, Jr., whose title is Director, Real Estate Division and who is personally known to me or who has produced as identification.

[Signature]
Notary Public
JEAN M. KING
Printed Name:

My Commission Expires: February 17, 2005

Quitclaim Deed prepared by:
Bruce W. Joseph, Esquire
Southern Division, NAVFAC, Charleston, SC

WHEN RECORDED RETURN TO:
City of Orlando
400 South Orange Avenue
Orlando, Florida 32801
Attn: Ms. Lisa Pearson, Esq.

LEGAL DESCRIPTION: DRAINAGE PARCEL

All that tract or parcel of land lying and being in Sections 6 & 7, Township 24 South, Range 30 East, Tallahassee meridian, Orange County, Florida, more particularly described as follows:

For a point of reference commence at a 4"x4" concrete monument at the intersection of the South Right of way line of 8th Street and the Southeasterly Right of way line of Avenue "C" per Villages of Southport Phase 1E, according to the plat thereof recorded in Plat Book 41 at pages 113 thru 120 of the Public Records of Orange County, Florida; thence run along the arc of a curve concave to the Southwest, having a radius length of 930.02 feet, a central angle of 02°07'00", and a chord bearing of S56°51'58"E, a arc length of 34.36 feet; thence run S55°48'28"E, 287.55 feet to a point of curvature, of a curve concave to the Northeast; thence along the arc of said curve, having a radius length of 1460.00 feet, a central angle of 08°07'09", and a chord bearing S59°52'03"E, a arc length of 206.89 feet; thence along a non-tangent line, run S31°46'57"W, 211.02 feet; thence run S38°53'50"W, 671.31 feet; thence run S43°24'57"W, 40.02 feet; thence run S39°02'51"W, 96.30 feet; thence run S09°07'01"W, 18.22 feet; thence run S39°03'49"W, 432.82 feet; thence run N89°31'59"W, 296.51 feet; thence run S45°28'00"W, 83.03 feet for a Point of Beginning; thence run S00°09'41"E, a distance of 997.13 feet; thence run N89°39'41"W, a distance of 245.71 feet; thence run N00°11'00"W, a distance of 30.00 feet; thence run N00°10'15"E, a distance of 663.27 feet; thence run S89°34'15"E, a distance of 120.00 feet; thence run N00°10'15"E, a distance of 321.53 feet; thence run S89°31'32"E, a distance of 120.00 feet; thence run S00°09'41"E, a distance of 17.23 feet to the Point of Beginning.
Containing 4.77 acres more or less.

Exhibit "A"

EXHIBIT "B"

Permitted Title Exceptions

1. Matters reflected on the Plat of Prosper Colony, Block 1, according to the plat thereof as recorded in Plat Book D, Page 103.
2. Grant of Easement in favor of Central Florida Pipeline Corporation recorded April 17, 1996 in Official Records Book 5043, Page 844.
3. Drainage Easement record in Official Records Book 2655, Page 1491.

**FINDING OF SUITABILITY
FOR TRANSFER**

**WETLANDS PARCELS #1 AND #2
AND
DRAINAGE PARCEL
McCOY ANNEX**

**NAVAL TRAINING CENTER
ORLANDO, FLORIDA**



**Prepared by:
Department of the Navy
Southern Division
Naval Facilities Engineering Command
North Charleston, South Carolina**

January 2003

Exhibit "C"

**FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

1.0 PURPOSE

This Finding of Suitability to Transfer (FOST) documents my determination, as the responsible Department of Defense (DoD) component official, that certain real property known as Wetland Parcel #1, Wetland Parcel #2, and the Drainage Parcel located at the McCoy Annex, Naval Training Center (NTC), Orlando, Florida, (hereafter Subject Property), is environmentally suitable for deed transfer to the City of Orlando (City). This decision is based on my review of information contained in the attached Environmental Baseline Survey for Transfer (EBST) and the Reuse Plan for the McCoy Annex as developed by the City. Factors leading to this decision and other pertinent information related to property transfer requirements are stated below.

2.0 DESCRIPTION OF PROPERTY

Figure 1 in the attached EBST shows the location of the Subject Property on the McCoy Annex of the former NTC. Wetland Parcel #1 is located just off the northeast corner of the McCoy Annex golf course; Wetland Parcel #2 is located just north of the lower half of the golf course property; and the Drainage Parcel is located just west of the existing townhouses. There are no improvements on the Subject Property. The Subject Property was originally to be transferred as part of the Operable Unit (OU 2) Parcel (McCoy Annex Landfill); however, it will now be transferred independent of the OU 2 Parcel. A site map of the Subject Property is presented in Figure 2 of the attached EBST. Survey coordinates for the Subject Property are included on Figure 2 and a legal description is provided in Appendix A of the EBST. The acreage for each of the parcels is shown below.

Parcel	Area to Be Transferred (Acres)
Wetland Parcel #1	2.52
Wetland Parcel #2	2.82
Drainage Parcel	4.77
Total	10.11

**FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

3.0 PAST USE AND PROPOSED REUSE

Beginning in 1940, the NTC facilities were operated as the Orlando Army Air Base under the command of the U.S. Army Air Corps. Between 1947 and 1968, the U.S. Air Force commanded the facilities, which were renamed the Orlando Air Force Base. The Air Force ceased operation at the base, and the property was commissioned as NTC, Orlando in 1968. Wetland Parcel #1 and Wetland Parcel #2 are vacant heavily vegetated tracts of land on which no buildings or structures of any kind were ever located. The wetlands border the McCoy Annex golf course and are mostly surrounded by the Annex townhouse area. Both parcels collect surface runoff from the surrounding area. The Drainage Parcel contains a canal that runs from north to south through the entire property and, although the area is vegetated, there are open land areas. There are no Department of the Navy (Navy) buildings or structures associated with the Drainage Parcel although, during a visual site inspection performed in October 2001, a pig pen, an abandoned trailer, and miscellaneous debris (scrap wood, plastic pipe fittings, and fiberglass storage tanks) were observed west of the drainage canal on Navy property (TINUS, 2001c). It is believed that these items are associated with the tenant located on the western portion of the Drainage Parcel. Actions have been initiated to remove the tenant from the Navy property.

The Subject Property is projected for use in stormwater retention associated with land development in the area of the existing townhouses.

4.0 ENVIRONMENTAL FINDINGS

All available information concerning the past storage, release, or disposal of hazardous substances and/or petroleum products on the Subject Property as collected through record searches, aerial photographs, personnel interviews, and on-site visual inspections is contained in the attached EBST. The following summarizes those findings and the corresponding DoD Condition of Property Classification assigned to the real property to be transferred.

A. Hazardous Substance Contamination

The pesticide Aldrin was detected in surface water in the north-south canal on the Drainage Parcel at a concentration greater than the annual average Florida Surface Water Cleanup Target Level (SWCTL) but less than the "maximum" concentration not to be exceeded at any time

**FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

(FDEP, 1996). The pesticide was also detected in a second sample collected in a connecting canal approximately 180 feet upstream and west of Navy property. Since Aldrin was detected in the surface water sample collected upstream from the Drainage Parcel but not in samples collected downstream, the pesticide is not considered to be associated with activity on the Navy property. Since the concentration of Aldrin detected is less than the maximum concentration not to be exceeded, no remediation was necessary.

B. Petroleum Contamination

The polycyclic aromatic hydrocarbon benzo[a]pyrene (BAP) was detected in a sediment sample collected from the north-south drainage canal. BAP is a common non-point source pollutant that often results from incomplete combustion of hydrocarbon fuels. The source of the BAP could have been vehicles operating on the parcel or sediments transported from the large pond to the north of the Drainage Parcel. Since the sample location is northwest (upstream) of the landfill area at OU 2, it is unlikely that the landfill was the source of the BAP. Regardless of the source, the BAP found in sediments in the canal was not considered to pose a threat to human health or the environment requiring a response action.

C. Condition of Property Classifications

In the original EBST document, the Subject Property was not assigned condition of property color classifications in accordance with DoD Property Condition Classification Guidelines. Wetland Parcels #1 and #2 are classified as Category 1/WHITE (*areas where no release or disposal of hazardous substances or petroleum products has occurred, including no migration of these substances from adjacent areas*). The Drainage Parcel is classified as Category 3/LIGHT GREEN (*areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial action*) due to detections of the pesticide Aldrin in surface water and benzo[a]pyrene (BAP) in sediment.

Parcel Description	Environmental Condition of Property ⁽¹⁾
Wetland Parcel #1	1/WHITE
Wetland Parcel #2	1/WHITE
Drainage Parcel	3/LIGHT GREEN

⁽¹⁾ The environmental conditions of property definitions are derived from the CERFA Guidance, the DoD BRAC Cleanup Plan Guidebook, and OSWER Directive 9345.0-09, EPA 540/F-94/32, PB94-983249 as revised by DoD in October 1996.

**FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

D. Other Environmental Aspects

1. Ordnance

There is no evidence of ordnance handling, storage, or disposal activities having been conducted on the Subject Property.

2. Asbestos-Containing Materials

There are no buildings or other improvements associated with the Subject Property and therefore no asbestos-containing material (ACM) concerns. There are no records that ACM has ever been disposed on the Subject Property.

3. Lead-Based Paint

There are no buildings or other improvements associated with the Subject Property and therefore no lead-based paint concerns. In addition, there are no records indicating that a small arms range or other facility that could introduce lead contamination was located on the Subject Property.

4. Polychlorinated Biphenyls

There is no evidence that equipment containing polychlorinated biphenyls (PCBs) had been associated with the Subject Property nor are there any records that PCBs were ever stored or disposed on the Subject Property.

5. Radon

There are no buildings or other improvements associated with the Subject Property and therefore no radon concerns.

6. Iron and Manganese

At Wetland Parcel #2, Iron and manganese were detected at concentrations that exceed the Florida Secondary Drinking Water Standards. Secondary standard contaminants may cause cosmetic effects (such as skin or tooth discoloration) or aesthetic effects (such as taste, odor,

**FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

or color) in drinking water, but are not generally associated with adverse health effects. The detected concentrations of iron and manganese are typical of those measured at other McCoy Annex locations and are considered to represent background conditions. As a result, it is not believed that waste materials have affected the groundwater quality at Wetland Parcel #2.

5.0 REQUIREMENTS APPLICABLE TO PROPERTY TRANSFER

A. NEPA Compliance

In accordance with National Environmental Policy Act (NEPA) requirements, an Environmental Impact Statement (SOUTHDIR, 1996) and a NEPA Record of Decision (ROD) have been prepared and executed in connection with the planned disposal and reuse of NTC, Orlando. The ROD was signed in November 1996.

B. Hazardous Substance Notice

In accordance with Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and 40 CFR 373, the deed(s) transferring the Subject Property must provide notice of those hazardous substances, if any, which it is known, based upon a complete search of agency files, were stored for 1 year or more, released, or disposed of, on the Subject Property in excess of their respective reportable quantities under 40 CFR 302 and all response actions taken to date to address any such releases or disposals. In this instance, no hazardous substances are known to have been stored or released on the Subject Property in excess of the reportable quantities specified under 40 CFR 302 and no response actions were required. Hence, no specific deed notice is required.

C. CERCLA Covenants

In accordance with CERCLA Section 120(h)(3)(A)(ii)(I), the deed(s) transferring the Subject Property shall contain a covenant warranting that all remedial action necessary to protect human health and the environment with respect to any hazardous substances remaining on the property has been taken before the date of transfer.

**FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

In accordance with CERCLA Section 120(h)(3)(A)(II)(I), the deed(s) transferring the Subject Property shall contain a covenant warranting that any additional remedial action found to be necessary after the date of transfer shall be conducted by the United States.

In accordance with CERCLA Section 120(h)(4)(D)(I), the deed(s) transferring the Subject Property shall contain a covenant warranting that any response action or corrective action found to be necessary after the date of transfer shall be conducted by the United States. (For Category 1/White parcel only).

D. CERCLA Access Clause

In accordance with CERCLA Sections 120(h)(3)(A)(III) and 120(h)(4)(D)(II), the deed(s) transferring the Subject Property shall contain a clause granting to the United States, its officers, agents, employees, and contractors the right to enter upon the transferred property in any case that remedial or corrective action is found to be necessary after the date of transfer. The right to enter to be set forth shall include the right to conduct annual physical inspections, tests, investigations, long term monitoring, 5-year reviews, and surveys, including, where necessary, drilling, test pitting, boring, and other similar activities. Such right shall also include the right to construct, operate, maintain, or undertake any other response or remedial action as required or necessary, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. The United States retains the authority to enter to conduct investigations on adjacent parcels as well as the parcel subject to the transfer. These access rights are in addition to those granted to Federal, state, and local authorities under appropriate and applicable environmental laws and regulations.

E. Land and/or Groundwater Restrictions

The Navy will transfer all of the Subject Property without restrictions. The Subject Property is suitable for its intended use in stormwater retention associated with land development in the area of the existing townhouses.

**FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

F. Transferee Indemnification

The federal government shall hold harmless, defend and indemnify the City and any future successor, assignee, transferee, lender, or lessee of the Subject Property from any suit, demand, cost or liability arising out of any claim for personal injury or property damage that may result from, or be predicated upon, the release or threatened release of any hazardous substance, pollutant, and/or petroleum or petroleum derivative contaminant resulting from DoD activities on the property subject to the conditions specified in, and to the extent authorized by, Section 330 of Public Law 102-484 as amended by Public Law 103-160.

G. Environmental Compliance Agreements / Permits / Orders

There are no environmental compliance agreements, permits, or orders associated with the Subject Property.

H. Notification To Regulatory Agencies / Public

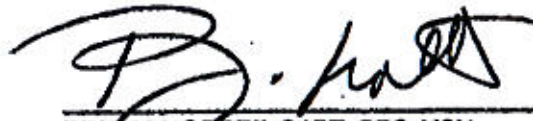
In accordance with DoD guidance, the U.S. EPA Region 4 and the Florida Department of Environmental Protection (FDEP) have been advised of the proposed transfer of the Wetland Parcel #1, Wetland Parcel #2, and the Drainage Parcel, and copies of the Draft EBST and Draft FOST have been provided to those agencies for review. The Draft EBST and FOST have also been made available for public review during a 21- day public comment period. All regulatory agency and public comments received have been considered and incorporated as deemed appropriate. All comments and the Navy's responses thereto have been included in Appendix D to the EBST as appropriate. Copies of all transfer documentation provided to the transferees will be made available to U.S. EPA and FDEP representatives upon request after execution of the same.

**FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

8.0 SUITABILITY DECLARATION

NOW THEREFORE, based on my review of the information contained in the attached EBST as well as the Reuse Plan for the NTC, I have determined that the Subject Property is presently suitable for deed transfer to the City for the intended reuse.

6 FEB 2003
Date


BRIAN M. SCOTT, CAPT, CEC, USN
Vice Commander
Southern Division
Naval Facilities Engineering Command
North Charleston, South Carolina

EXECUTION VERSION
10/27/99

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

"DEED FOR PARCEL 26"

QUITCLAIM DEED

1 This indenture, made this 27th day of October, 1999, between the United States of
2 America, acting by and through the Department of the Navy, Naval Facilities Engineering
3 Command, Southern Division, 2155 Eagle Drive, North Charleston, South Carolina 29406
4 (hereinafter called "GRANTOR"), and the City of Orlando, Florida, 400 South Orange Avenue,
5 Orlando, Florida 32801 (hereinafter called "GRANTEE").

WITNESSETH:

6
7 The GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) plus other
8 good and valuable consideration, to it in hand paid by the GRANTEE, the receipt whereof is
9 hereby acknowledged, releases and quitclaims to the GRANTEE, its heirs and assigns forever,
10 all interest in a parcel of land comprising approximately 54.66 acres, more or less, (hereinafter
11 "Property") described in Exhibit "A" attached hereto and made a part hereof.

12 TO HAVE AND TO HOLD the above described Property, together with all rights and
13 appurtenances thereto and any way belonging, unto said GRANTEE, its successors, and assigns
14 forever.

15 TOGETHER WITH ALL rights, members, hereditaments and appurtenances to the said
16 Property belonging or in any way appertaining, including fixtures, structures, mineral rights, air
17 rights, the banks, beds and waters of any streams or lakes opposite or fronting upon said
18 Property, and any alleys, roads, streets, ways, strips, gores or railroad rights of way abutting or
19 adjoining said Property, and in any means of ingress and egress appurtenant thereto, subject to
20 all easements, covenants and restrictions of record or as set forth within this deed, or as further
21 described in Exhibit "B" ("Permitted Exceptions") attached hereto and made a part hereof.

22 A Finding of Suitability to Transfer (FOST) is attached as Exhibit "C" to the Deed; an
23 Environmental Baseline Survey (EBS) report is referenced in the FOST; the FOST and EBS

1 reference environmental conditions on the Property and on other property not subject to this
2 Deed. Those restrictions and environmental conditions described in the FOST and EBS which
3 are applicable to the Property are contained in this Deed. The FOST sets forth the basis for the
4 GRANTOR's determination that the Property is suitable for transfer. The GRANTEE is hereby
5 made aware of the notifications contained in the EBS and the FOST.

6 At the time of transfer, the Property contains the following buildings or portions of
7 buildings: 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726,
8 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745,
9 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761 and 762.

10 NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

11 *The information contained in this notice is required under the authority of regulations*
12 *promulgated under Section 120(h) of the Comprehensive Environmental Response,*
13 *Compensation and Liability Act (CERCLA or "Superfund") 42 U.S.C. Section 9620 (h).*

14 Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard,
15 building construction workplaces have been associated with asbestos-related diseases. Both
16 Occupational Safety and Health Administration (OSHA) and the Environmental Protection
17 Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to
18 airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the
19 risk of asbestos-related diseases, which include certain cancers and which can result in disability
20 or death.

21 The GRANTEE hereby acknowledges that friable and non-friable asbestos containing
22 materials (collectively, "ACM") have been found on the Property, as described in the "Friable
23 Asbestos-Containing Material Survey at the Naval Training Center Orlando, FL" and
24 summarized in the EBS, both of which are on file in the City Clerk's office, City of Orlando.
25 The GRANTOR represents that it does not have knowledge of any ACM on the Property other
26 than ACM identified in the "Friable Asbestos-Containing Material Survey at the Naval Training
27 Center Orlando, FL", and summarized in the EBS. The ACM on the Property does not currently
28 pose a threat to human health or the environment. All friable asbestos that posed a risk to human
29 health has either been removed or encapsulated. GRANTEE shall manage the ACM in
30 accordance with applicable laws and regulations.

31 The Property contains improvements that, due to their age, are likely to have been painted
32 with lead based paint. A Lead Based Paint Disclosure Statement is provided as Exhibit D to this
33 deed.

34 At such time as the ACM and lead-based paint are removed from the buildings on the
35 Property, GRANTOR shall deliver to GRANTEE, in recordable form, a Notice of Release (the

1 "Notice") which shall be deemed to remove all notices and restrictions relating to ACM and
2 lead-based paint from title to the Property. The ACM and lead-based paint shall be deemed
3 removed from the Property upon delivery to GRANTOR of reasonable evidence of demolition of
4 the buildings described above, together with a certificate reasonably acceptable to the
5 GRANTOR, executed by GRANTEE, or its successors and assigns, to the effect that the ACM
6 and lead-based paint have been removed from the Property in connection with the demolition of
7 the buildings in accordance with all applicable laws. The certificate of GRANTEE, or its
8 successors and assigns, shall, absent conclusive evidence to the contrary, be prima facie evidence
9 of such removal and shall be sufficient to cause GRANTOR to execute the aforementioned
10 Notice. In addition, the execution and recording of the Notice shall be deemed GRANTOR's
11 acknowledgment as to the satisfaction of any requirements of the FOST relating to the ACM and
12 lead-based paint located on the Property and shall be sufficient to permit any person to rely on
13 such Notice.

14 No hazardous substances as defined in CERCLA and no petroleum products or their
15 derivatives are known to have been released or disposed of on the Property.

16 GRANTOR covenants that any remedial action found to be necessary after such date of
17 transfer shall be performed by the United States.

18 GRANTEE covenants that the GRANTOR, its officers, agents, employees, contractors
19 and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental
20 Response, Compensation and Liability Act, shall have access to the Property in any case in
21 which remedial action or corrective action is found to be necessary after the date of the
22 conveyance of the Property. GRANTEE agrees to comply with activities of the GRANTOR in
23 furtherance of these covenants and will take no action to interfere with future necessary remedial
24 and investigative actions of the GRANTOR. The GRANTOR and the GRANTEE agree to
25 cooperate in good faith to minimize any conflict between necessary environmental investigation
26 and remediation activities and operations of GRANTEE, its successors and assigns, and of any
27 Lessee or any Sublessee of the Property. Any inspection, survey, investigation, or other response
28 or remedial action will to the extent practicable, be coordinated with representatives designated
29 by GRANTEE or its successors and assigns.

30 The GRANTOR recognizes its obligations under section 330 of the National Defense
31 Authorization Act of 1993, as amended (Pub. L. No. 102-484).

32 GRANTEE covenants for itself, successors, and assigns and every successor in interest to
33 the Property, or any part thereof, that GRANTEE and such successors, and assigns shall not
34 discriminate upon the basis of race, color, religion, disability, or national origin in the use,
35 occupancy, sale, or lease of the Property, or in their employment practices conducted thereon.
36 This covenant shall not apply however, to the lease or rental of a room or rooms within a family
37 dwelling unit, nor shall it apply with respect to Property used primarily for religious purposes.

1 The United States of America shall be deemed a beneficiary of this covenant without regard to
2 whether it remains the owner of any land or interest therein in the locality of the Property hereby
3 conveyed and shall have the sole right to enforce this covenant in any court of competent
4 jurisdiction.

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24 [SIGNATURE PAGES FOLLOW]

1 EFFECTIVE the 27th day of OCTOBER, 1999.

2 UNITED STATES OF AMERICA
3 Acting by and through

4 WITNESS:

5 Howard D. Kelsey

6 Howard D. Kelsey

7 Printed Name:

8 Ray M. Bourgeois

9 Printed Name:

10 RAY M. BOURGEOIS

By: Earl G. Baham

Real Estate Contracting Officer

Earl G. Baham
Printed Name:

Naval Facilities Engineering Command
Southern Division
2155 Eagle Drive
North Charleston, South Carolina 29406

1 STATE OF FLORIDA)
2)
3 COUNTY OF ORANGE)
4)
5)

6 ACKNOWLEDGMENT

7
8 The foregoing instrument was acknowledged before me this 27th day of
9 October, 1999 by EARL G. BAHAM, whose title is
10 Head Land Agent Ochs, and who is personally known to me or who has produced
11 #002189301 as identification.

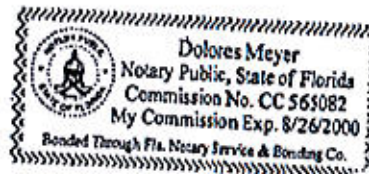
12 South Carolina Driver's License

13 Dolores Meyer
14 Notary Public

15
16
17 Dolores Meyer
18 Printed Name:

19
20
21 My Commission Expires: _____
22
23
24

25 Quitclaim Deed prepared by:
26 Bruce W. Joseph, Esquire
27 Southern Division, NAVFAC, Charleston, SC
28
29
30
31
32



33 WHEN RECORDED RETURN TO:
34 City of Orlando
35 400 South Orange Avenue
36 Orlando, Florida 32801
37 Attn: Ms. Stacey Young Adams, Esq.
38
39



LEGAL DESCRIPTION: (DI-MCIC-26)

All that tract or parcel of land lying and being in Sections 5 and 6, Township 24 South, Range 30 East, Tallahassee meridian, Orange County, Florida, more particularly described as follows:

For a point of reference commence at the Northwest corner of the Northeast quarter of the Northeast quarter of Section 6, Township 24 South, Range 30 East, run S00°15'21"W, along the West line of said Northeast quarter of the Northeast quarter of said Section 6, 1214.90 feet; thence departing said West line N75°53'17"E, 174.98 feet; thence S61°58'59"E, 63.71 feet to a point on a non-tangent curve, concave to the West; thence along the arc of said curve, having a radius length of 345.00 feet, a central angle of 13°42'29", and a chord bearing of S00°01'08"E, a arc length of 82.54 feet; thence S83°05'21"E, 460.67 feet; thence S14°52'25"W, 369.38 feet; thence S58°49'08"E, 131.86 feet; thence S49°09'12"E, 499.30 feet; thence S85°17'32"E, 595.39 feet; thence S28°16'21"E, 111.51 feet; thence S24°41'09"W, 109.00 feet; thence S28°16'46"E, 49.77 feet; thence S61°35'23"W, 160.65 feet for a Point of Beginning; thence S28°24'37"E, 74.62 feet to a point of curvature, of a curve concave to the West; thence along the arc of said curve, having a radius length of 162.50 feet, a central angle of 51°00'32", and a chord bearing of S02°54'21"E, a arc length of 144.67 feet to a point of reverse curvature of a curve concave to the East; thence along the arc of said curve, having a radius length of 1048.50 feet, a central angle of 27°59'23", and a chord bearing of S08°36'13"W, a arc length of 512.21 feet to a point of cusp with a curve concave to the North; thence along the arc of said curve, having a radius length of 1370.00 feet, a central angle of 08°07'21", and a chord bearing of S78°52'35"E, a arc length of 194.22 feet to a point of tangency; thence S82°56'15"E, 883.60 feet to a point of curvature, of a curve concave to the South; thence along the arc of said curve, having a radius length of 953.00 feet, a central angle of 15°26'18", and a chord bearing of S75°13'06"E, a arc length of 256.79 feet; thence S67°29'57"E, 76.06 feet to the current westerly boundary of Orlando International Airport; thence along said westerly boundary S00°52'41"E, 108.94 feet; thence leaving said westerly boundary N67°29'57"W, 119.29 feet to a point of curvature of a curve concave to the South; thence along the arc of said curve, having a radius length of 853.00 feet, a central angle of 15°26'18", and a chord bearing of N75°13'06"W, a arc length of 229.84 feet; thence N82°56'15"W, 883.60 feet to a point of curvature, of a curve concave to the North; thence along the arc of said curve, having a radius length of 1470.00 feet, a central angle of 06°26'07", and a chord bearing of N79°43'12"W, a arc length of 165.11 feet to a point of cusp with a curve, concave to the East; thence along the arc of said curve, having a radius length of 1048.50 feet, a central angle of 09°56'21", and a chord bearing of S16°17'10"E, a arc length of 181.88 feet to a point of reverse curvature, of a curve concave to the West; thence along the arc of said curve, having a radius length of 130.00 feet, a central angle of 20°38'25", and a chord bearing of S10°56'08"E, a arc length of 46.83 feet; thence S00°36'55"E, 102.55 feet; thence S89°26'32"W, 335.54 feet; thence S54°47'27"W, 86.11 feet; thence S38°52'08"W, 100.93 feet; thence S51°24'17"E, 236.06 feet; thence N79°00'19"E, 177.77 feet; thence S53°14'40"E, 159.84 feet; thence S01°20'15"W, 693.09 feet; thence S03°32'42"W, 182.20 feet; thence S00°53'00"E, 200.94 feet; thence S45°07'11"W, 70.52 feet; thence S81°51'27"W, 538.92 feet; thence N57°14'10"W, 94.59 feet; thence N08°21'55"W, 304.63 feet; thence S80°56'33"W, 245.59 feet; thence S62°15'54"W, 192.93 feet; thence S18°51'46"W, 60.90 feet; thence S40°45'43"W, 161.21 feet; thence S89°53'54"W, 237.69 feet; thence N43°12'29"W, 113.38 feet; thence S89°50'19"W, 42.46 feet to the West line of the East half of said Section 6; thence N00°09'41"W, along said West line, 640.82 feet to a point on the present boundary of the Taft Army Reserve Center; thence along said boundary the following courses: N45°28'00"E, 83.03 feet; thence S89°31'59"E, 296.51 feet; thence N39°03'49"E, 432.82 feet; thence N09°07'01"E, 18.22 feet; thence N39°02'51"E, 96.30 feet; thence N43°24'57"E, 40.02 feet; thence N38°53'50"E, 671.31 feet; thence N31°46'57"E, 211.02 feet to a point on a non-tangent curve, concave to the Northeast; thence along the arc of said curve, having a radius of length 1460.00 feet, a central angle of 08°07'09", and a chord bearing of N59°52'03"W, a arc length of 206.89 feet; thence N55°48'28"W, 287.55 feet to a point of curvature, of a curve concave to the Southwest; thence along the arc of said curve, having a radius length of 930.02 feet, a central angle of 02°07'00", and a chord bearing of N56°51'58"W, a arc length of 34.36 feet; thence N61°35'23"E, leaving said present boundary, 865.78 feet to the Point of Beginning. Containing 54.66 acres more or less.

EXHIBIT "B"

(MCCOY ANNEX)

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 1999, if any, which are not yet due and payable.
2. Easements, reservations, restrictions, covenants and conditions as set forth in that certain Quit Claim Deed from the United States of America, acting by and through the Administrator of General Services, to the City of Orlando, a municipality created, operating and existing under the laws of the State of Florida, dated April 17, 1975 and recorded April 17, 1975 in Official Records Book 2614, Page 100; as modified by that certain Deed of Release for Easement dated May 6, 1985 and recorded May 9, 1985 in Official Records Book 3642, Page 2364 ; and as modified by Assignment of Easement dated March 6, 1986 and recorded March 12, 1986 in Official Records Book 3759, Page 974, all in the Public Records of Orange County, Florida.
(Affects Parcel B [Retail and Office Parcel #2])
3. Grant of Easement made by the United States of America, acting by and through the Department of the Navy, to the Orlando Utilities Commission and the City of Orlando, a municipal corporation, for the purpose of the construction, installation, operation, maintenance, repair, and replacement of electrical distribution or transmission lines, dated May 20, 1976 and recorded June 8, 1976 in Official Records Book 2704, Page 1741; as modified by that certain Partial Release of Easements dated October 11, 1982 and recorded May 18, 1983 in Official Records Book 3378, Page 216 all in the Public Records of Orange County, Florida.
[Contract NF (R) -35680]
(Affects Parcels D, F, H, and I)
4. Grant of Easement made by the United States of America, acting by and through the Department of the Navy, to City of Orlando, a municipal corporation and the Orlando Utilities Commission for the purpose of the construction, installation, operation, maintenance repair and replacement of water lines, dated July 26, 1976 and recorded September 3, 1976 in Official Records Book 2725, page 483; as modified by that certain Partial Release of Easements dated October 11, 1982 and recorded May 18, 1983 in Official Records Book 3378, Page 216 all in the Public Records of Orange County, Florida.
[Contract NF (R) -35767]
(Affects Parcels B [Retail and Office Parcel #2], D, F, and H)
5. Grant of Easements made by the United States of America, acting by and through the Department of the Navy to the Central Florida Pipeline Corporation, a Delaware corporation, for the purpose of the use, operation, maintenance, repair and replacement of a petroleum products pipeline, dated April 30, 1975 and recorded July 2, 1975 in Official Records Book 2630, Page 466 of the Public Records of Orange County, Florida.

[Contract NF (R) -25500
(Affects Parcel D)]

6. Grant of Easement made by the United States of America, acting by and through the Department of the Navy to the Orlando-Orange County Expressway Authority for the purpose of the construction, installation, operation, maintenance, repair, and replacement of a controlled access highway, dated November 17, 1982 and recorded May 18, 1983 in Official Records Book 3378, Page 220 of the Public Records of Orange County, Florida.
[Contract N62467-83-RP-00038]
(Affects Parcel A [Retail and Office Parcel #1] and Parcel B [Retail and Office Parcel #2])
7. Covenants and conditions as set forth in that certain Special Warranty Deed from City of Orlando to the United States of America dated January 25, 1984 and recorded January 25, 1984 in Official Records Book 3466, Page 368 of the Public Records of Orange County, Florida.
(Affects Parcel B [Retail and Office Parcel #2])
8. Terms and provisions of that certain Operation and Use Agreement dated September 27, 1976 as evidenced by Memorandum of Operation and Use Agreement made by and between the City of Orlando, a Florida municipal corporation, and Greater Orlando Aviation Authority dated November 23, 1983 and recorded March 19, 1984 in Official Records Book 3485, Page 195, Public Records of Orange County, Florida.
9. Grant of Easement made by the United States of America, acting by and through the Department of the Navy to the City of Orlando, Florida for the purpose of construction, installation, operation, maintenance, repair and replacement of sewage force main and lift station, dated June 19, 1985 and recorded August 21, 1985 in Official Records Book 3678, Page 1398, Public Records of Orange County, Florida.
[Contract No.: N662467-85-RP-00113]
(Affects Parcel C and Parcel D)
10. Notice of Adoption of Development Order dated March 21, 1986 and recorded March 25, 1986 in Official Records Book 3764, Page 887, Public Records of Orange County, Florida.
(Affects Parcel B [Retail and Office Parcel #2])
11. Grant of Easement made by the United States of America, acting by and through the Department of the Navy, and Central Florida Pipeline Corporation, a Florida corporation, for the purpose of use, operation, maintenance, repair and replacement of a petroleum products pipeline dated November 3, 1987 and recorded January 5, 1988 in Official Records Book 3947, Page 4211, Public Records of Orange County, Florida.
(Affects Parcel D)

12. Certification (of Exhibits to Operation and Use Agreement) recorded September 20, 1988 in Official Records Book 4015, Page 2949, Public Records of Orange County, Florida.
13. Grant of Easement made by the United States of America, acting by and through the Department of the Navy, and Central Florida Pipeline Corporation, a Florida corporation for the purpose of the construction, use, operation, maintenance, repair and replacement of a petroleum products pipeline, dated April 4, 1996 and recorded April 17, 1996 in Official Records Book 5043, Page 844, Public Records of Orange County, Florida.
[N62467-96-RP-00092]
(Affects Parcel D)
14. Easement to Access McCoy Annex Water, Sewer, and Electric Distribution Systems made by the United States of America, acting by and through the Department of the Navy to the City of Orlando, dated September 22, 1997 and recorded September 23, 1997 in Official Records Book 5332, Page 235, Public Records of Orange County, Florida.
15. Deed for Water, Sewer, and Electrical Distribution Systems made by the United States of America, acting by and through the Department of the Navy, to the City of Orlando, Florida, dated September 22, 1997 and recorded September 23, 1997 in Official Records Book 5332, Page 275, Public Records of Orange County, Florida.
16. Matters as reflected upon the plat of Sphaller's Addition to Prosper Colony, according to the plat thereof as recorded May 31, 1915 in Plat Book F, page 113, Public Records of Orange County, Florida.
(Affects Parcel C)
17. Matters as reflected upon the plat of Prosper Colony, Block I, according to the plat thereof as recorded April 9, 1910 in Plat Book D, page 103, Public Records of Orange County, Florida.
(Affects Parcel D)
18. Matters as reflected upon the plat of Taft Manor Subdivision No. 2, according to the plat thereof as recorded July 13, 1925 in Plat Book L, Pages 13 and 14, Public Records of Orange County, Florida.
(Affects Parcel C and Parcel D)
19. Reservations and Restrictions as contained in that certain Quit Claim Deed from the United States of America, acting by and through the Administrator of General Services, to the City of Orlando, Florida dated February 4, 1980 filed March 10, 1980 in Official Records Book 3100, Page 2284, Public Records of Orange County, Florida
(Affects Parcel F)
20. Declaration of Covenants, Conditions, Restrictions and Easements for the Villages of Southport dated August 14, 1998 and recorded August 14, 1998 in Official Records Book 5549, Page 2103; Supplemental Declaration recorded December 28, 1998 in Official

Records Book 5645, Page 4648; Second Supplemental Declaration recorded March 22, 1999 in Official Records Book 5708, Page 3932, re-recorded in Official Records Book 5715, Page 2299, Public Records of Orange County, Florida.
(Affects Parcel E and Parcel F)

21. Matters as reflected upon the Plat of Villages of Southport Phase 1A, according to the plat thereof as recorded August 13, 1998 in Plat Book 40, Pages 44, 45 and 46, Public Records of Orange County, Florida.
22. Subject to the rights of the public in and to said property by virtue of the Dedications referenced in the Plat of Villages of Southport Phase 1A, as recorded in Plat Book 40, Pages 44, 45 and 46, Public Records of Orange County, Florida.
(Affects Parcel E and Parcel F)
23. Matters of survey as disclosed by those certain "Boundary Surveys of Lowland Parcel, Retail and Office Parcel #1, Retail and Office Parcel #2, Multi-Family and R.O.W. Parcel to be Conveyed by the City of Orlando at the Naval Training Center-McCoy Annex - Orlando, Florida" dated March 18, 1998 and being Job No. 98-121, by Robert M. Jones, Professional Land Surveyor and Mapper License No. LS 4201, of the firm of Regional Engineers, Planners and Surveyors, Inc. (REPS), 6500 All American Boulevard, Orlando, Florida 32810-4350.
24. Matters of survey as described by those certain Boundary Surveys, of lands lying in Sections 31 and 32, Township 23 South, Range 30 East, Job No. 97-077, dated December 16, 1997, and of lands lying in Section 32, Township 23 South, Range 30 East, Job No. 98186, dated July 30, 1998, by Robert M. Jones, Professional Land Surveyor and Mapper License No. LS 4201, of the firm of Regional Engineers, Planners and Surveyors, Inc. (REPS), 6500 All American Boulevard, Orlando, Florida 32810-4350.
25. Loss or damage occasioned by claims raised in the lawsuits styled Mellon v. Secretary of Defense, Case No. 97-848-Civ-Orl-19, and Mellon v. William J. Cassidy, Jr., Case No. 98-763-Civ-Orl-19B, both filed in the United States District Court, Middle District of Florida, Orlando Division, including all appeals therefrom, and any future claims by Mellon or any other persons or entities challenging the validity of transfers of the land from the Department of the Navy to the City of Orlando and from the City of Orlando to NTC Partners based upon the issues raised in the above referenced lawsuits or substantially similar issues.
26. Covenants, restrictions and limitations to be imposed by Quit Claim Deeds from the United States of America to the City of Orlando, Florida to be recorded in the Public Records of Orange County, Florida.

NOTE: 1998 Real Property Taxes are EXEMPT as to Parcel Identification Number: 31-23-30-0000-00018.

**FINDING OF SUITABILITY TO TRANSFER
TOWNHOUSES
MC COY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

I have reviewed the Environmental Baseline Survey for Transfer (EBST) prepared to assess the suitability for deed transfer of 53 townhouse buildings containing 300 townhouse style apartments located at McCoy Annex, a non-contiguous property of the Naval Training Center (NTC), Orlando, Florida to the City of Orlando (City). The townhouses and ancillary facilities (hereinafter referred to as subject property) are located on approximately 46.2 acres of property. I have also reviewed those portions of the City's Reuse Plan for the NTC which are pertinent to the planned reuse of these facilities and their associated realty. Based upon these reviews and in reliance upon the specific findings in this EBST, I have determined that subject property is suitable for transfer to the City for use as public housing and that such reuse would be in conformance with the said Reuse Plan.

Built in 1975, all of the townhouses are currently being used as housing for Navy and Army personnel and their families and will continue to be so used until operational closure of NTC Orlando in April 1999. It is planned to transfer the property to the City of Orlando as part of the Economic Development Conveyance and to lease the townhouses back until the Navy has no further need of them. At that time, the City will convert the property to public housing.

A review of all reasonably ascertainable information reveals that no hazardous substances and/or petroleum products have been released and/or disposed of on subject property. Therefore, in accordance with Department of Defense (DOD) policy, subject property has been classified as 1/WHITE (areas where no release or disposal of hazardous substances or petroleum products has occurred, including no migration of these substances from adjacent areas).

The buildings were constructed in 1975; however, a lead based paint survey was conducted in September 1995 and the survey revealed no lead based paint on either the interior or exterior of the units.

An asbestos survey was conducted in October 1996 and non-friable asbestos was found in the form of joint compound, floor tile mastic, kitchen sink mastic duct insulation mastic, exterior flashing sealer mastic and roofing felt. No friable asbestos was identified. However, asbestos warning signs have been placed within the units.

In accordance with Section 120(h)(4)(D) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980 (as amended by the Community Environmental Response Facilitation Act (CERFA) of 1992), the deed executed for transfer of the subject property will include:



(i) a covenant warranting that any response action or corrective action found to be necessary after the date of such sale or transfer shall be conducted by the United States; and

(ii) a clause granting the United States access to the property in any case in which a response action or corrective action is found to be necessary after such date at such property, or such access is necessary to carry out a response action or corrective action on adjoining property

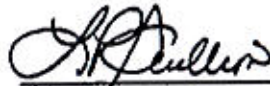
No Federal Facility Agreements (FFAs) or Interagency Agreements (IAGs) pertain to this property. The requirements of the National Environmental Policy Act (NEPA) of 1970 have been complied with in that the requisite NEPA Record of Decision was executed on 15 November 1996.

In accordance with DOD and Navy policy, notification of the Navy's intent to sign this Finding of Suitability to Transfer (FOST) has been given to the Environmental Protection Agency (EPA), the Florida Department of Environmental Protection (FDEP) and to the public via a published notification. Regulatory comments are included as an Appendix to the EBST. There were no public comments.

This FOST, as well as the EBST for subject property, shall be made part of the transfer agreement to the City of Orlando and copies will be provided to the City of Orlando, as well as the appropriate EPA and FDEP representatives after execution of same.

NOW THEREFORE, based on the information contained herein, subject structures and land areas are hereby deemed suitable for transfer.

30 January 1998
(Date)


L. P. SCULLION, CAPT, CEC, USN
Commanding Officer
Southern Division
Naval Facilities Engineering Command
Charleston, SC

LEAD-BASED PAINT DISCLOSURE

The Government hereby informs and does acknowledges to the LRA that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Pursuant to the Federal Lead-based paint regulations, the Government and the LRA acknowledge the following:

Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, impaired memory, and even death. Lead poisoning also poses a particular risk to pregnant women.

The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

"Residential Real Property" means any housing constructed prior to 1978, except housing for the elderly (households reserved for and composed of one or more persons 62 years of age or more at the time of initial occupancy) or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any zero-bedroom dwelling.

Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey, which has been provided to the LRA. Additionally, the following reports pertaining to lead-based paint and/or lead-based paint hazards have been provided to the LRA:

"The Housing have lead-based paint (LBP). Lead levels in soil around the housing was analyzed due to the peeling paint. The results were that they were below the USEPA corrective action level of 400 mg/kg for residential soil. GRANTEE shall not use the housing for residential purposes until the LBP has been abated in accordance with applicable laws and regulations."



The LRA hereby acknowledges receipt of federally-approved pamphlet on lead poisoning prevention.

Recorded - Martha O. Haynie

The LRA acknowledges that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this Memorandum of Agreement.

The LRA assumes no liability for (i) remediation or damages for personal injury, illness, disability, or death suffered or incurred by the Government, its officers, agents and employees or by any other person, including members of the general public, arising from any exposure of any person to lead-based paint on any portion of the Property occurring prior to the date of conveyance or lease of such portion of the Property to the LRA or (ii) any failure of the Government to comply with any legal requirements applicable to lead-based paint conditions on any portion of the Property prior to the Government's conveyance or lease of such portion of the Property to the LRA pursuant to this Memorandum of Agreement.

EXECUTION VERSION

3/31/03



INSTR 20030257128

OR BK 06902 PG 3113

MARTHA O. HAYNIE, COMPTROLLER

ORANGE COUNTY, FL

05/08/2003 11:14:35 AM

DEED DOC TAX 0.70

REC FEE 78.00

STATE OF FLORIDA)

COUNTY OF ORANGE)

"DEED FOR WETLAND PARCEL 1"

QUITCLAIM DEED

1 This indenture, made this 31st day of March, 2003, between the United States of
2 America, acting by and through the Department of the Navy, Naval Facilities Engineering
3 Command, Southern Division, 2155 Eagle Drive, North Charleston, South Carolina 29406
4 (hereinafter called "GRANTOR"), and the City of Orlando, Florida, 400 South Orange Avenue,
5 Orlando, Florida 32801 (hereinafter called "GRANTEE").
6

WITNESSETH:

7
8
9 The GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) plus other
10 good and valuable consideration, to it in hand paid by the GRANTEE, the receipt whereof is
11 hereby acknowledged, releases and quitclaims to the GRANTEE, its heirs and assigns forever,
12 all interest in a parcel of land comprising approximately 2.52 acres, more or less, (hereinafter
13 "Property") described in Exhibit "A" attached hereto and made a part hereof.
14

15 TO HAVE AND TO HOLD the above described Property, together with all rights and
16 appurtenances thereto and any way belonging, unto said GRANTEE, its successors, and assigns
17 forever.
18

19 TOGETHER WITH ALL rights, members, hereditaments and appurtenances to the said
20 Property belonging or in any way appertaining, including fixtures, structures, mineral rights, air
21 rights, the banks, beds and waters of any streams or lakes opposite or fronting upon said
22 Property, and any alleys, roads, streets, ways, strips, gores or railroad rights of way abutting or
23 adjoining said Property, and in any means of ingress and egress appurtenant thereto, subject to

EXECUTION VERSION
3/31/03

INSTR 20030257128
OR BK 06902 PG 3114

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

"DEED FOR WETLAND PARCEL 1"

QUITCLAIM DEED

1 This indenture, made this 31st day of March, 2003, between the United States of
2 America, acting by and through the Department of the Navy, Naval Facilities Engineering
3 Command, Southern Division, 2155 Eagle Drive, North Charleston, South Carolina 29406
4 (hereinafter called "GRANTOR"), and the City of Orlando, Florida, 400 South Orange Avenue,
5 Orlando, Florida 32801 (hereinafter called "GRANTEE").

WITNESSETH:

6
7
8
9 The GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) plus other
10 good and valuable consideration, to it in hand paid by the GRANTEE, the receipt whereof is
11 hereby acknowledged, releases and quitclaims to the GRANTEE, its heirs and assigns forever,
12 all interest in a parcel of land comprising approximately 2.52 acres, more or less, (hereinafter
13 "Property") described in Exhibit "A" attached hereto and made a part hereof.

14
15 TO HAVE AND TO HOLD the above described Property, together with all rights and
16 appurtenances thereto and any way belonging, unto said GRANTEE, its successors, and assigns
17 forever.

18
19 TOGETHER WITH ALL rights, members, hereditaments and appurtenances to the said
20 Property belonging or in any way appertaining, including fixtures, structures, mineral rights, air
21 rights, the banks, beds and waters of any streams or lakes opposite or fronting upon said
22 Property, and any alleys, roads, streets, ways, strips, gores or railroad rights of way abutting or
23 adjoining said Property, and in any means of ingress and egress appurtenant thereto, subject to

DEED FOR WETLAND PARCEL 1

all easements, covenants and restrictions of record or as set forth within this Deed, or as further described in Exhibit "B" ("Permitted Exceptions") attached hereto and made a part hereof.

A Finding of Suitability to Transfer (FOST) is attached as Exhibit "C" to this Deed; an Environmental Baseline Survey (EBS) report is referenced in the FOST; the FOST and EBS reference environmental conditions on the Property and on other property not subject to this Deed. The information concerning those environmental conditions described in the FOST and EBS, which are applicable to the Property, is contained in this Deed. The FOST sets forth the basis for the GRANTOR's determination that the Property is suitable for transfer. The GRANTEE is hereby made aware of the notifications contained in the EBS and the FOST.

NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

The information contained in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" or "Superfund"), 42 U.S.C. Section 9620 (h).

No hazardous substances are known to have been stored or released on the Property in excess of the reportable quantities specified under 40 Code of Federal Regulations Part 302; therefore, no remedial actions were required.

GRANTOR covenants that any response action or corrective action found to be necessary after such date of transfer shall be performed by the United States.

GRANTEE covenants that the GRANTOR, its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of CERCLA, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property. GRANTEE will take no action to interfere with future necessary remedial and investigative actions of the GRANTOR. The GRANTOR and the GRANTEE, its successors and assigns, agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and operations of GRANTEE, its successors and assigns, and of any lessee or any sublessee of the Property. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by GRANTEE or its successors and assigns.

The GRANTOR recognizes its obligations under Section 330 of the National Defense Authorization Act of 1993 (Pub. L. 102-484), as amended by Section 1002 of the National Defense Authorization Act for Fiscal Year 1994 (Pub. L. 103-160).

GRANTEE covenants for itself, successors, and assigns and every successor in interest to the Property, or any part thereof, that GRANTEE and such successors, and assigns shall not discriminate upon the basis of race, color, religion, disability, or national origin in the use,

DEED FOR WETLAND PARCEL 1

1 occupancy, sale, or lease of the Property, or in their employment practices conducted thereon.
2 This covenant shall not apply however, to the lease or rental of a room or rooms within a family
3 dwelling unit, nor shall it apply with respect to Property used primarily for religious purposes.
4 The United States of America shall be deemed a beneficiary of this covenant without regard to
5 whether it remains the owner of any land or interest therein in the locality of the Property hereby
6 conveyed and shall have the sole right to enforce this covenant in any court of competent
7 jurisdiction.
8
9
10
11
12
13

[SIGNATURE PAGE FOLLOW]

DEED FOR WETLAND PARCEL 1

EFFECTIVE the 31st day of March, 2003.

UNITED STATES OF AMERICA
Acting by and through

WITNESS:

By:

[Signature]
Real Estate Contracting Officer

E. R. Nelson, Jr.

Printed Name:
Naval Facilities Engineering Command
Southern Division
2155 Eagle Drive
North Charleston, South Carolina 29406

[Signature]

Printed Name: Gina C. Cooper

[Signature]

Printed Name: Dierdre L. Scott

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 31st day of March, 2003 by E. R. Nelson, Jr., whose title is Director, Real Estate Division, and who is personally known to me, or who has produced as identification.

[Signature]
Notary Public

JEAN M. KING

Printed Name:

My Commission Expires: February 17, 2005

Quitclaim Deed prepared by:
Bruce W. Joseph, Esquire
Southern Division, NAVFAC, Charleston, SC

WHEN RECORDED RETURN TO:

City of Orlando
400 South Orange Avenue
Orlando, Florida 32801
Attn: Ms. Lisa Pearson, Esq.

LEGAL DESCRIPTION: WETLAND PARCEL #1

All that tract or parcel of land lying and being in Sections 5 & 6, Township 24 South, Range 30 East, Tallahassee meridian, Orange County, Florida, more particularly described as follows:

For a point of reference commence at a 4"x4" concrete monument at the intersection of the South Right of way line of 8th Street and the Southeasterly Right of way line of Avenue "C" per Villages of Southport Phase 1B, according to the plat thereof recorded in Plat Book 41 at pages 113 thru 120 of the Public Records of Orange County, Florida; thence run along the arc of a curve concave to the Southwest, having a radius length of 930.02 feet, a central angle of 02°07'00", and a chord bearing of S56°51'58"E, a arc length of 34.36 feet; thence run S55°48'28"E, 287.55 feet to a point of curvature, of a curve concave to the Northeast; thence along the arc of said curve, having a radius length of 1460.00 feet, a central angle of 08°07'09", and a chord bearing S59°52'03"E, a arc length of 206.89 feet; thence run along a non-tangent line, S68°26'26"E, 321.04 feet to a point on a non-tangent curve, concave to the Northeast; thence run along the arc of said curve, having a radius length of 1048.50 feet, a central angle of 09°56'21", and a chord bearing S16°17'10"E, a arc length of 181.88 feet to a point of reverse curvature of a curve concave to the Southwest; thence run along the arc of said curve, having a radius length of 130.00 feet, a central angle of 20°38'25", and a chord bearing S10°56'08"E, a arc length of 46.83 feet; thence run S00°36'55"E, 102.55 feet for a Point of Beginning; thence run S03°00'01"E, a distance of 340.97 feet; thence run N53°14'40"W, a distance of 159.84 feet; thence run S79°00'19"W, a distance of 177.77 feet; thence run N51°24'17"W, 236.03 feet; thence run N38°52'08"E, a distance of 100.93 feet; thence run N54°47'27"E, a distance of 86.11 feet; thence run N89°26'32"E, a distance of 335.54 feet to the Point of Beginning. Containing 2.52 acres more or less.

Exhibit "A"

EXHIBIT "B"

Permitted Title Exceptions

1. Matters reflected on the Plat of Prosper Colony, Block 1, according to the plat thereof as recorded in Plat Book D, Page 103.
2. Matters reflected on the Plat of Taft Manor Subdivision No. 2, according to the plat thereof as recorded in Plat Book L, Pages 13-14.

**FINDING OF SUITABILITY
FOR TRANSFER**

**WETLANDS PARCELS #1 AND #2
AND
DRAINAGE PARCEL
McCOY ANNEX**

**NAVAL TRAINING CENTER
ORLANDO, FLORIDA**



Prepared by:
Department of the Navy
Southern Division
Naval Facilities Engineering Command
North Charleston, South Carolina

January 2003

Exhibit "c"

**FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

1.0 PURPOSE

This Finding of Suitability to Transfer (FOST) documents my determination, as the responsible Department of Defense (DoD) component official, that certain real property known as Wetland Parcel #1, Wetland Parcel #2, and the Drainage Parcel located at the McCoy Annex, Naval Training Center (NTC), Orlando, Florida, (hereafter Subject Property), is environmentally suitable for deed transfer to the City of Orlando (City). This decision is based on my review of information contained in the attached Environmental Baseline Survey for Transfer (EBST) and the Reuse Plan for the McCoy Annex as developed by the City. Factors leading to this decision and other pertinent information related to property transfer requirements are stated below.

2.0 DESCRIPTION OF PROPERTY

Figure 1 in the attached EBST shows the location of the Subject Property on the McCoy Annex of the former NTC. Wetland Parcel #1 is located just off the northeast corner of the McCoy Annex golf course; Wetland Parcel #2 is located just north of the lower half of the golf course property; and the Drainage Parcel is located just west of the existing townhouses. There are no improvements on the Subject Property. The Subject Property was originally to be transferred as part of the Operable Unit (OU 2) Parcel (McCoy Annex Landfill); however, it will now be transferred independent of the OU 2 Parcel. A site map of the Subject Property is presented in Figure 2 of the attached EBST. Survey coordinates for the Subject Property are included on Figure 2 and a legal description is provided in Appendix A of the EBST. The acreage for each of the parcels is shown below.

Parcel	Area to Be Transferred (Acres)
Wetland Parcel #1	2.52
Wetland Parcel #2	2.82
Drainage Parcel	4.77
Total	10.11

**FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

3.0 PAST USE AND PROPOSED REUSE

Beginning in 1940, the NTC facilities were operated as the Orlando Army Air Base under the command of the U.S. Army Air Corps. Between 1947 and 1968, the U.S. Air Force commanded the facilities, which were renamed the Orlando Air Force Base. The Air Force ceased operation at the base, and the property was commissioned as NTC, Orlando in 1968. Wetland Parcel #1 and Wetland Parcel #2 are vacant heavily vegetated tracts of land on which no buildings or structures of any kind were ever located. The wetlands border the McCoy Annex golf course and are mostly surrounded by the Annex townhouse area. Both parcels collect surface runoff from the surrounding area. The Drainage Parcel contains a canal that runs from north to south through the entire property and, although the area is vegetated, there are open land areas. There are no Department of the Navy (Navy) buildings or structures associated with the Drainage Parcel although, during a visual site inspection performed in October 2001, a pig pen, an abandoned trailer, and miscellaneous debris (scrap wood, plastic pipe fittings, and fiberglass storage tanks) were observed west of the drainage canal on Navy property (TINUS, 2001c). It is believed that these items are associated with the tenant located on the western portion of the Drainage Parcel. Actions have been initiated to remove the tenant from the Navy property.

The Subject Property is projected for use in stormwater retention associated with land development in the area of the existing townhouses.

4.0 ENVIRONMENTAL FINDINGS

All available information concerning the past storage, release, or disposal of hazardous substances and/or petroleum products on the Subject Property as collected through record searches, aerial photographs, personnel interviews, and on-site visual inspections is contained in the attached EBST. The following summarizes those findings and the corresponding DoD Condition of Property Classification assigned to the real property to be transferred.

A. Hazardous Substance Contamination

The pesticide Aldrin was detected in surface water in the north-south canal on the Drainage Parcel at a concentration greater than the annual average Florida Surface Water Cleanup Target Level (SWCTL) but less than the "maximum" concentration not to be exceeded at any time

**FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

(FDEP, 1996). The pesticide was also detected in a second sample collected in a connecting canal approximately 180 feet upstream and west of Navy property. Since Aldrin was detected in the surface water sample collected upstream from the Drainage Parcel but not in samples collected downstream, the pesticide is not considered to be associated with activity on the Navy property. Since the concentration of Aldrin detected is less than the maximum concentration not to be exceeded, no remediation was necessary.

B. Petroleum Contamination

The polycyclic aromatic hydrocarbon benzo[a]pyrene (BAP) was detected in a sediment sample collected from the north-south drainage canal. BAP is a common non-point source pollutant that often results from incomplete combustion of hydrocarbon fuels. The source of the BAP could have been vehicles operating on the parcel or sediments transported from the large pond to the north of the Drainage Parcel. Since the sample location is northwest (upstream) of the landfill area at OU 2, it is unlikely that the landfill was the source of the BAP. Regardless of the source, the BAP found in sediments in the canal was not considered to pose a threat to human health or the environment requiring a response action.

C. Condition of Property Classifications

In the original EBST document, the Subject Property was not assigned condition of property color classifications in accordance with DoD Property Condition Classification Guidelines. Wetland Parcels #1 and #2 are classified as Category 1/WHITE (*areas where no release or disposal of hazardous substances or petroleum products has occurred, including no migration of these substances from adjacent areas*). The Drainage Parcel is classified as Category 3/LIGHT GREEN (*areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial action*) due to detections of the pesticide Aldrin in surface water and benzo[a]pyrene (BAP) in sediment.

Parcel Description	Environmental Condition of Property ⁽¹⁾
Wetland Parcel #1	1/WHITE
Wetland Parcel #2	1/WHITE
Drainage Parcel	3/LIGHT GREEN

⁽¹⁾ The environmental conditions of property definitions are derived from the CERFA Guidance, the DoD BRAC Cleanup Plan Guidebook, and OSWER Directive 9345.0-09, EPA 540/F-94/32, PB94-963249 as revised by DoD in October 1998.

FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2; AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA

D. Other Environmental Aspects

1. Ordnance

There is no evidence of ordnance handling, storage, or disposal activities having been conducted on the Subject Property.

2. Asbestos-Containing Materials

There are no buildings or other improvements associated with the Subject Property and therefore no asbestos-containing material (ACM) concerns. There are no records that ACM has ever been disposed on the Subject Property.

3. Lead-Based Paint

There are no buildings or other improvements associated with the Subject Property and therefore no lead-based paint concerns. In addition, there are no records indicating that a small arms range or other facility that could introduce lead contamination was located on the Subject Property.

4. Polychlorinated Biphenyls

There is no evidence that equipment containing polychlorinated biphenyls (PCBs) had been associated with the Subject Property nor are there any records that PCBs were ever stored or disposed on the Subject Property.

5. Radon

There are no buildings or other improvements associated with the Subject Property and therefore no radon concerns.

6. Iron and Manganese

At Wetland Parcel #2, iron and manganese were detected at concentrations that exceed the Florida Secondary Drinking Water Standards. Secondary standard contaminants may cause cosmetic effects (such as skin or tooth discoloration) or aesthetic effects (such as taste, odor,

**FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

or color) in drinking water, but are not generally associated with adverse health effects. The detected concentrations of Iron and manganese are typical of those measured at other McCoy Annex locations and are considered to represent background conditions. As a result, it is not believed that waste materials have affected the groundwater quality at Wetland Parcel #2.

5.0 REQUIREMENTS APPLICABLE TO PROPERTY TRANSFER

A. NEPA Compliance

In accordance with National Environmental Policy Act (NEPA) requirements, an Environmental Impact Statement (SOUTHDIR, 1996) and a NEPA Record of Decision (ROD) have been prepared and executed in connection with the planned disposal and reuse of NTC, Orlando. The ROD was signed in November 1996.

B. Hazardous Substance Notice

In accordance with Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and 40 CFR 373, the deed(s) transferring the Subject Property must provide notice of those hazardous substances, if any, which it is known, based upon a complete search of agency files, were stored for 1 year or more, released, or disposed of, on the Subject Property in excess of their respective reportable quantities under 40 CFR 302 and all response actions taken to date to address any such releases or disposals. In this instance, no hazardous substances are known to have been stored or released on the Subject Property in excess of the reportable quantities specified under 40 CFR 302 and no response actions were required. Hence, no specific deed notice is required.

C. CERCLA Covenants

In accordance with CERCLA Section 120(h)(3)(A)(ii)(I), the deed(s) transferring the Subject Property shall contain a covenant warranting that all remedial action necessary to protect human health and the environment with respect to any hazardous substances remaining on the property has been taken before the date of transfer.

**FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

In accordance with CERCLA Section 120(h)(3)(A)(ii)(II), the deed(s) transferring the Subject Property shall contain a covenant warranting that any additional remedial action found to be necessary after the date of transfer shall be conducted by the United States.

In accordance with CERCLA Section 120(h)(4)(D)(i), the deed(s) transferring the Subject Property shall contain a covenant warranting that any response action or corrective action found to be necessary after the date of transfer shall be conducted by the United States. (For Category 1/White parcel only).

D. CERCLA Access Clause

In accordance with CERCLA Sections 120(h)(3)(A)(iii) and 120(h)(4)(D)(ii), the deed(s) transferring the Subject Property shall contain a clause granting to the United States, its officers, agents, employees, and contractors the right to enter upon the transferred property in any case that remedial or corrective action is found to be necessary after the date of transfer. The right to enter to be set forth shall include the right to conduct annual physical inspections, tests, investigations, long term monitoring, 5-year reviews, and surveys, including, where necessary, drilling, test pitting, boring, and other similar activities. Such right shall also include the right to construct, operate, maintain, or undertake any other response or remedial action as required or necessary, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. The United States retains the authority to enter to conduct investigations on adjacent parcels as well as the parcel subject to the transfer. These access rights are in addition to those granted to Federal, state, and local authorities under appropriate and applicable environmental laws and regulations.

E. Land and/or Groundwater Restrictions

The Navy will transfer all of the Subject Property without restrictions. The Subject Property is suitable for its intended use in stormwater retention associated with land development in the area of the existing townhouses.

**FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

F. Transferee Indemnification

The federal government shall hold harmless, defend and indemnify the City and any future successor, assignee, transferee, lender, or lessee of the Subject Property from any suit, demand, cost or liability arising out of any claim for personal injury or property damage that may result from, or be predicated upon, the release or threatened release of any hazardous substance, pollutant, and/or petroleum or petroleum derivative contaminant resulting from DoD activities on the property subject to the conditions specified in, and to the extent authorized by, Section 330 of Public Law 102-484 as amended by Public Law 103-160.

G. Environmental Compliance Agreements / Permits / Orders

There are no environmental compliance agreements, permits, or orders associated with the Subject Property.

H. Notification To Regulatory Agencies / Public

In accordance with DoD guidance, the U.S. EPA Region 4 and the Florida Department of Environmental Protection (FDEP) have been advised of the proposed transfer of the Wetland Parcel #1, Wetland Parcel #2, and the Drainage Parcel, and copies of the Draft EBST and Draft FOST have been provided to those agencies for review. The Draft EBST and FOST have also been made available for public review during a 21- day public comment period. All regulatory agency and public comments received have been considered and incorporated as deemed appropriate. All comments and the Navy's responses thereto have been included in Appendix D to the EBST as appropriate. Copies of all transfer documentation provided to the transferees will be made available to U.S. EPA and FDEP representatives upon request after execution of the same.

**FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

8.0 SUITABILITY DECLARATION

NOW THEREFORE, based on my review of the information contained in the attached EBST as well as the Reuse Plan for the NTC, I have determined that the Subject Property is presently suitable for deed transfer to the City for the intended reuse.

6 FEB 2003

Date



BRIAN M. SCOTT, CAPT, CEC, USN
Vice Commander
Southern Division
Naval Facilities Engineering Command
North Charleston, South Carolina

EXECUTION VERSION
3/31/03



INSTR 20030257127
OR BK 06902 PG 3098
NARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
05/08/2003 11:14:35 AM
DEED DOC TAX 0.70
REC FEE 69.00

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

"DEED FOR WETLAND PARCEL 2"

QUITCLAIM DEED

1 This indenture, made this 31st day of March, 2003, between the United States of
2 America, acting by and through the Department of the Navy, Naval Facilities Engineering
3 Command, Southern Division, 2155 Eagle Drive, North Charleston, South Carolina 29406
4 (hereinafter called "GRANTOR"), and the City of Orlando, Florida, 400 South Orange Avenue,
5 Orlando, Florida 32801 (hereinafter called "GRANTEE").

WITNESSETH:

6
7
8
9 The GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) plus other
10 good and valuable consideration, to it in hand paid by the GRANTEE, the receipt whereof is
11 hereby acknowledged, releases and quitclaims to the GRANTEE, its heirs and assigns forever,
12 all interest in a parcel of land comprising approximately 2.82 acres, more or less, (hereinafter
13 "Property") described in Exhibit "A" attached hereto and made a part hereof.

14
15 TO HAVE AND TO HOLD the above described Property, together with all rights and
16 appurtenances thereto and any way belonging, unto said GRANTEE, its successors, and assigns
17 forever.

18
19 TOGETHER WITH ALL rights, members, hereditaments and appurtenances to the said
20 Property belonging or in any way appertaining, including fixtures, structures, mineral rights, air
21 rights, the banks, beds and waters of any streams or lakes opposite or fronting upon said
22 Property, and any alleys, roads, streets, ways, strips, gores or railroad rights of way abutting or
23 adjoining said Property, and in any means of ingress and egress appurtenant thereto, subject to

DEED FOR WETLAND PARCEL 2

1 all easements, covenants and restrictions of record or as set forth within this Deed, or as further
2 described in Exhibit "B" ("Permitted Exceptions") attached hereto and made a part hereof.

3
4 A Finding of Suitability to Transfer (FOST) is attached as Exhibit "C" to this Deed; an
5 Environmental Baseline Survey (EBS) report is referenced in the FOST; the FOST and EBS
6 reference environmental conditions on the Property and on other property not subject to this
7 Deed. The information concerning those environmental conditions described in the FOST and
8 EBS, which are applicable to the Property, is contained in this Deed. The FOST sets forth the
9 basis for the GRANTOR's determination that the Property is suitable for transfer. The
10 GRANTEE is hereby made aware of the notifications contained in the EBS and the FOST.

11
12 NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

13
14 *The information contained in this notice is required under the authority of regulations*
15 *promulgated under Section 120(h) of the Comprehensive Environmental Response,*
16 *Compensation and Liability Act ("CERCLA" or "Superfund"), 42 U.S.C. Section 9620 (h).*

17
18 Iron and manganese were detected at concentrations that exceed the Florida Secondary
19 Drinking Water Standards. Secondary standards contaminants may cause cosmetic effects (such
20 as skin or tooth discoloration) or aesthetic effects (such as taste, odor or color) in drinking water,
21 but are not generally associated with adverse health effects. The detected concentrations of iron
22 and manganese are typical of those measured at other locations and are considered to represent
23 background conditions.

24
25 No hazardous substances are known to have been stored or released on the Property in
26 excess of the reportable quantities specified under 40 Code of Federal Regulations Part 302;
27 therefore, no remedial actions were required.

28
29 GRANTOR covenants that any response action or corrective action found to be necessary
30 after such date of transfer shall be performed by the United States.

31
32 GRANTEE covenants that the GRANTOR, its officers, agents, employees, contractors
33 and subcontractors, in accordance with section 120(h) of CERCLA, shall have access to the
34 Property in any case in which remedial action or corrective action is found to be necessary after
35 the date of the conveyance of the Property. GRANTEE will take no action to interfere with
36 future necessary remedial and investigative actions of the GRANTOR. The GRANTOR and the
37 GRANTEE, its successors and assigns, agree to cooperate in good faith to minimize any conflict
38 between necessary environmental investigation and remediation activities and operations of
39 GRANTEE, its successors and assigns, and of any lessee or any sublessee of the Property. Any
40 inspection, survey, investigation, or other response or remedial action will, to the extent
41 practicable, be coordinated with representatives designated by GRANTEE or its successors and
42 assigns.

DEED FOR WETLAND PARCEL 2

1 The GRANTOR recognizes its obligations under Section 330 of the National Defense
2 Authorization Act of 1993 (Pub. L. 102-484), as amended by Section 1002 of the National
3 Defense Authorization Act for Fiscal Year 1994 (Pub. L. 103-160).
4

5 GRANTEE covenants for itself, successors, and assigns and every successor in interest to
6 the Property, or any part thereof, that GRANTEE and such successors, and assigns shall not
7 discriminate upon the basis of race, color, religion, disability, or national origin in the use,
8 occupancy, sale, or lease of the Property, or in their employment practices conducted thereon.
9 This covenant shall not apply however, to the lease or rental of a room or rooms within a family
10 dwelling unit, nor shall it apply with respect to Property used primarily for religious purposes.
11 The United States of America shall be deemed a beneficiary of this covenant without regard to
12 whether it remains the owner of any land or interest therein in the locality of the Property hereby
13 conveyed and shall have the sole right to enforce this covenant in any court of competent
14 jurisdiction.
15
16
17
18

19 [SIGNATURE PAGES FOLLOW]
20
21

DEED FOR WETLAND PARCEL 2

EFFECTIVE the 31st day of March, 2003.

UNITED STATES OF AMERICA
Acting by and through

WITNESS:

By: [Signature]
Real Estate Contracting Officer

[Signature]
Printed Name: Gina Q. Cooper
[Signature]
Printed Name: Dierdre L. Scott

E. R. Nelson, Jr.
Printed Name:
Naval Facilities Engineering Command
Southern Division
2155 Eagle Drive
North Charleston, South Carolina 29406

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 31st day of March, 2003 by E. R. Nelson, Jr., whose title is Director, Real Estate Division and who is personally known to me or who has produced as identification.

[Signature]
Notary Public
JEAN M. KING
Printed Name:
My Commission Expires: February 17, 2005

Quitclaim Deed prepared by:
Bruce W. Joseph, Esquire
Southern Division, NAVFAC, Charleston, SC

WHEN RECORDED RETURN TO:
City of Orlando
400 South Orange Avenue
Orlando, Florida 32801
Attn: Ms. Lisa Pearson, Esq.

LEGAL DESCRIPTION: WETLAND PARCEL #2

All that tract or parcel of land lying and being in Section 6, Township 24 South, Range 30 East, Tallahassee meridian, Orange County, Florida, more particularly described as follows:

For a point of reference commence at a 4"x4" concrete monument at the intersection of the South Right of way line of 8th Street and the Southeasterly Right of way line of Avenue "C" per Villages of Southport Phase 1B, according to the plat thereof recorded in Plat Book 41 at pages 113 thru 120 of the Public Records of Orange County, Florida; thence run along the arc of a curve concave to the Southwest, having a radius length of 930.02 feet, a central angle of 02°07'00", and a chord bearing of S56°51'58"E, a arc length of 34.36 feet; thence run S55°48'28"E, 287.55 feet to a point of curvature, of a curve concave to the Northeast; thence run along the arc of said curve, having a radius length of 1460.00 feet, a central angle of 08°07'09", and a chord bearing S59°52'03"E, a arc length of 206.89 feet; thence run along a non-tangent line, S68°26'26"E, 321.04 feet to a point on a non-tangent curve, concave to the Northeast; thence run along the arc of said curve, having a radius length of 1048.50 feet, a central angle of 09°56'21", and a chord bearing S16°17'10"E, a arc length of 181.88 feet to a point of reverse curvature of a curve concave to the Southwest; thence run along the arc of said curve, having a radius length of 130.00 feet, a central angle of 20°38'25", and a chord bearing S10°56'08"E, a arc length of 46.83 feet; thence run S00°36'55"E, 102.55 feet; thence run S03°00'01"E, 340.97 feet; thence run S01°20'15"W, 693.09 feet; thence run S03°32'42"W, 182.20 feet; thence run S00°53'00"E, 200.94 feet; thence run S45°07'11"W, 70.52 feet; thence run S81°51'27"W, 538.92 feet; thence run N57°14'10"W, 94.59 feet for a Point of Beginning; thence run N08°21'55"W, a distance of 304.63 feet; thence run S80°56'33"W, a distance of 245.59 feet; thence run S62°15'54"W, a distance of 192.93 feet; thence run S18°51'46"W, a distance of 60.90 feet; thence run S40°45'43"W, a distance of 161.21 feet; thence run N89°19'54"E, a distance of 582.59 feet to the Point of Beginning. Containing 2.82 acres more or less.

Exhibit "A"

EXHIBIT "B"

Permitted Title Exceptions

1. Matters reflected upon the Plat of Prosper Colony, Block 1, according to the plat thereof as recorded in Plat Book D, Page 103.

**FINDING OF SUITABILITY
FOR TRANSFER**

**WETLANDS PARCELS #1 AND #2
AND
DRAINAGE PARCEL
McCOY ANNEX**

**NAVAL TRAINING CENTER
ORLANDO, FLORIDA**



**Prepared by:
Department of the Navy
Southern Division
Naval Facilities Engineering Command
North Charleston, South Carolina**

January 2003

Exhibit "c"

**FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCoy ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

1.0 PURPOSE

This Finding of Suitability to Transfer (FOST) documents my determination, as the responsible Department of Defense (DoD) component official, that certain real property known as Wetland Parcel #1, Wetland Parcel #2, and the Drainage Parcel located at the McCoy Annex, Naval Training Center (NTC), Orlando, Florida, (hereafter Subject Property), is environmentally suitable for deed transfer to the City of Orlando (City). This decision is based on my review of information contained in the attached Environmental Baseline Survey for Transfer (EBST) and the Reuse Plan for the McCoy Annex as developed by the City. Factors leading to this decision and other pertinent information related to property transfer requirements are stated below.

2.0 DESCRIPTION OF PROPERTY

Figure 1 in the attached EBST shows the location of the Subject Property on the McCoy Annex of the former NTC. Wetland Parcel #1 is located just off the northeast corner of the McCoy Annex golf course; Wetland Parcel #2 is located just north of the lower half of the golf course property; and the Drainage Parcel is located just west of the existing townhouses. There are no improvements on the Subject Property. The Subject Property was originally to be transferred as part of the Operable Unit (OU 2) Parcel (McCoy Annex Landfill); however, it will now be transferred independent of the OU 2 Parcel. A site map of the Subject Property is presented in Figure 2 of the attached EBST. Survey coordinates for the Subject Property are included on Figure 2 and a legal description is provided in Appendix A of the EBST. The acreage for each of the parcels is shown below.

Parcel	Area to Be Transferred (Acres)
Wetland Parcel #1	2.52
Wetland Parcel #2	2.82
Drainage Parcel	4.77
Total	10.11

**FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

3.0 PAST USE AND PROPOSED REUSE

Beginning in 1940, the NTC facilities were operated as the Orlando Army Air Base under the command of the U.S. Army Air Corps. Between 1947 and 1968, the U.S. Air Force commanded the facilities, which were renamed the Orlando Air Force Base. The Air Force ceased operation at the base, and the property was commissioned as NTC, Orlando in 1968. Wetland Parcel #1 and Wetland Parcel #2 are vacant heavily vegetated tracts of land on which no buildings or structures of any kind were ever located. The wetlands border the McCoy Annex golf course and are mostly surrounded by the Annex townhouse area. Both parcels collect surface runoff from the surrounding area. The Drainage Parcel contains a canal that runs from north to south through the entire property and, although the area is vegetated, there are open land areas. There are no Department of the Navy (Navy) buildings or structures associated with the Drainage Parcel although, during a visual site inspection performed in October 2001, a pig pen, an abandoned trailer, and miscellaneous debris (scrap wood, plastic pipe fittings, and fiberglass storage tanks) were observed west of the drainage canal on Navy property (TINUS, 2001c). It is believed that these items are associated with the tenant located on the western portion of the Drainage Parcel. Actions have been initiated to remove the tenant from the Navy property.

The Subject Property is projected for use in stormwater retention associated with land development in the area of the existing townhouses.

4.0 ENVIRONMENTAL FINDINGS

All available information concerning the past storage, release, or disposal of hazardous substances and/or petroleum products on the Subject Property as collected through record searches, aerial photographs, personnel interviews, and on-site visual inspections is contained in the attached EBST. The following summarizes those findings and the corresponding DoD Condition of Property Classification assigned to the real property to be transferred.

A. Hazardous Substance Contamination

The pesticide Aldrin was detected in surface water in the north-south canal on the Drainage Parcel at a concentration greater than the annual average Florida Surface Water Cleanup Target Level (SWCTL) but less than the "maximum" concentration not to be exceeded at any time

**FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

(FDEP, 1996). The pesticide was also detected in a second sample collected in a connecting canal approximately 180 feet upstream and west of Navy property. Since Aldrin was detected in the surface water sample collected upstream from the Drainage Parcel but not in samples collected downstream, the pesticide is not considered to be associated with activity on the Navy property. Since the concentration of Aldrin detected is less than the maximum concentration not to be exceeded, no remediation was necessary.

B. Petroleum Contamination

The polycyclic aromatic hydrocarbon benzo[a]pyrene (BAP) was detected in a sediment sample collected from the north-south drainage canal. BAP is a common non-point source pollutant that often results from incomplete combustion of hydrocarbon fuels. The source of the BAP could have been vehicles operating on the parcel or sediments transported from the large pond to the north of the Drainage Parcel. Since the sample location is northwest (upstream) of the landfill area at OU 2, it is unlikely that the landfill was the source of the BAP. Regardless of the source, the BAP found in sediments in the canal was not considered to pose a threat to human health or the environment requiring a response action.

C. Condition of Property Classifications

In the original EBST document, the Subject Property was not assigned condition of property color classifications in accordance with DoD Property Condition Classification Guidelines. Wetland Parcels #1 and #2 are classified as Category 1/WHITE (*areas where no release or disposal of hazardous substances or petroleum products has occurred, including no migration of these substances from adjacent areas*). The Drainage Parcel is classified as Category 3/LIGHT GREEN (*areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial action*) due to detections of the pesticide Aldrin in surface water and benzo[a]pyrene (BAP) in sediment.

Parcel Description	Environmental Condition of Property ⁽¹⁾
Wetland Parcel #1	1/WHITE
Wetland Parcel #2	1/WHITE
Drainage Parcel	3/LIGHT GREEN

⁽¹⁾ The environmental conditions of property definitions are derived from the CERFA Guidance, the DoD BRAC Cleanup Plan Guidebook, and OSWER Directive 9345.0-09, EPA 540/F-94/32, PB94-963249 as revised by DoD in October 1998.

FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA

D. Other Environmental Aspects

1. Ordinance

There is no evidence of ordinance handling, storage, or disposal activities having been conducted on the Subject Property.

2. Asbestos-Containing Materials

There are no buildings or other improvements associated with the Subject Property and therefore no asbestos-containing material (ACM) concerns. There are no records that ACM has ever been disposed on the Subject Property.

3. Lead-Based Paint

There are no buildings or other improvements associated with the Subject Property and therefore no lead-based paint concerns. In addition, there are no records indicating that a small arms range or other facility that could introduce lead contamination was located on the Subject Property.

4. Polychlorinated Biphenyls

There is no evidence that equipment containing polychlorinated biphenyls (PCBs) had been associated with the Subject Property nor are there any records that PCBs were ever stored or disposed on the Subject Property.

5. Radon

There are no buildings or other improvements associated with the Subject Property and therefore no radon concerns.

6. Iron and Manganese

At Wetland Parcel #2, Iron and manganese were detected at concentrations that exceed the Florida Secondary Drinking Water Standards. Secondary standard contaminants may cause cosmetic effects (such as skin or tooth discoloration) or aesthetic effects (such as taste, odor,

**FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

or color) in drinking water, but are not generally associated with adverse health effects. The detected concentrations of iron and manganese are typical of those measured at other McCoy Annex locations and are considered to represent background conditions. As a result, it is not believed that waste materials have affected the groundwater quality at Wetland Parcel #2.

5.0 REQUIREMENTS APPLICABLE TO PROPERTY TRANSFER

A. NEPA Compliance

In accordance with National Environmental Policy Act (NEPA) requirements, an Environmental Impact Statement (SOUTHDIR, 1996) and a NEPA Record of Decision (ROD) have been prepared and executed in connection with the planned disposal and reuse of NTC, Orlando. The ROD was signed in November 1996.

B. Hazardous Substance Notice

In accordance with Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and 40 CFR 373, the deed(s) transferring the Subject Property must provide notice of those hazardous substances, if any, which it is known, based upon a complete search of agency files, were stored for 1 year or more, released, or disposed of, on the Subject Property in excess of their respective reportable quantities under 40 CFR 302 and all response actions taken to date to address any such releases or disposals. In this instance, no hazardous substances are known to have been stored or released on the Subject Property in excess of the reportable quantities specified under 40 CFR 302 and no response actions were required. Hence, no specific deed notice is required.

C. CERCLA Covenants

In accordance with CERCLA Section 120(h)(3)(A)(ii)(I), the deed(s) transferring the Subject Property shall contain a covenant warranting that all remedial action necessary to protect human health and the environment with respect to any hazardous substances remaining on the property has been taken before the date of transfer.

**FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

In accordance with CERCLA Section 120(h)(3)(A)(ii)(II), the deed(s) transferring the Subject Property shall contain a covenant warranting that any additional remedial action found to be necessary after the date of transfer shall be conducted by the United States.

In accordance with CERCLA Section 120(h)(4)(D)(i), the deed(s) transferring the Subject Property shall contain a covenant warranting that any response action or corrective action found to be necessary after the date of transfer shall be conducted by the United States. (For Category 1/White parcel only).

D. CERCLA Access Clause

In accordance with CERCLA Sections 120(h)(3)(A)(iii) and 120(h)(4)(D)(ii), the deed(s) transferring the Subject Property shall contain a clause granting to the United States, its officers, agents, employees, and contractors the right to enter upon the transferred property in any case that remedial or corrective action is found to be necessary after the date of transfer. The right to enter to be set forth shall include the right to conduct annual physical inspections, tests, investigations, long term monitoring, 5-year reviews, and surveys, including, where necessary, drilling, test pitting, boring, and other similar activities. Such right shall also include the right to construct, operate, maintain, or undertake any other response or remedial action as required or necessary, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. The United States retains the authority to enter to conduct investigations on adjacent parcels as well as the parcel subject to the transfer. These access rights are in addition to those granted to Federal, state, and local authorities under appropriate and applicable environmental laws and regulations.

E. Land and/or Groundwater Restrictions

The Navy will transfer all of the Subject Property without restrictions. The Subject Property is suitable for its intended use in stormwater retention associated with land development in the area of the existing townhouses.

**FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

F. Transferee Indemnification

The federal government shall hold harmless, defend and indemnify the City and any future successor, assignee, transferee, lender, or lessee of the Subject Property from any suit, demand, cost or liability arising out of any claim for personal injury or property damage that may result from, or be predicated upon, the release or threatened release of any hazardous substance, pollutant, and/or petroleum or petroleum derivative contaminant resulting from DoD activities on the property subject to the conditions specified in, and to the extent authorized by, Section 330 of Public Law 102-484 as amended by Public Law 103-160.

G. Environmental Compliance Agreements / Permits / Orders

There are no environmental compliance agreements, permits, or orders associated with the Subject Property.

H. Notification To Regulatory Agencies / Public

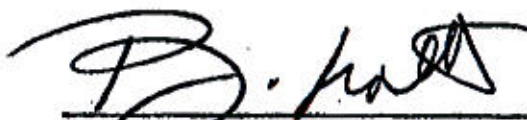
In accordance with DoD guidance, the U.S. EPA Region 4 and the Florida Department of Environmental Protection (FDEP) have been advised of the proposed transfer of the Wetland Parcel #1, Wetland Parcel #2, and the Drainage Parcel, and copies of the Draft EBST and Draft FOST have been provided to those agencies for review. The Draft EBST and FOST have also been made available for public review during a 21- day public comment period. All regulatory agency and public comments received have been considered and incorporated as deemed appropriate. All comments and the Navy's responses thereto have been included in Appendix D to the EBST as appropriate. Copies of all transfer documentation provided to the transferees will be made available to U.S. EPA and FDEP representatives upon request after execution of the same.

**FINDING OF SUITABILITY TO TRANSFER
WETLAND PARCELS #1 AND #2, AND DRAINAGE PARCEL
McCOY ANNEX
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

6.0 SUITABILITY DECLARATION

NOW THEREFORE, based on my review of the information contained in the attached EBST as well as the Reuse Plan for the NTC, I have determined that the Subject Property is presently suitable for deed transfer to the City for the intended reuse.

6 FEB 2003
Date



BRIAN M. SCOTT, CAPT, OEC, USN
Vice Commander
Southern Division
Naval Facilities Engineering Command
North Charleston, South Carolina

EXHIBIT "B" (To Agreement)

(LEGAL DESCRIPTION OF THE LAND)

A portion of a parcel of land (PARCEL 26) described in Official Records Book 5869, Page 1854 and all of (WETLAND PARCEL 1) described in Official Records Book 6902, Page 3113, (WETLAND PARCEL 2) described in Official Records Book 6902, Page 3098 lying and being in Sections 5 and 6, Township 24 South, Range 30 East, Orange County, Florida; all being more particularly as follows:

COMMENCING at the northernmost corner of said PARCEL 26; run S28°24'37"E, 74.62 feet to a point of curvature of a curve to the West; thence along the arc of said curve, having a radius length of 162.50 feet, a central angle 51°00'32" and a chord bearing of S02°54'21"E a arc length of 144.67 feet to a point of reverse curvature of a curve concave to the east thence along the arc of said curve, having a radius length of 1048.50 feet; a central angle of 27°59'23", and a chord bearing of S08°36'13" W, a arc length of 512.21 feet to a point on the Northerly right of way line of 8th Street; thence continue along the southerly extension of said curve, having a radius length of 1048.50 feet, a central angle of 05°55'23" and a chord bearing of S08°21'11"E, a arc length of 108.39 feet to a point on the South Right of Way line of said 8th Street and the POINT OF BEGINNING; thence along a curve, concave to the northeast, having a radius length of 1048.50 feet, a central angle of 09°56'21", and a chord bearing of S16°17'10"E, a arc length of 181.88 feet to a point of reverse curvature, of a curve concave to the West; thence along the arc of said curve, having a radius length of 130.00 feet, a central angle of 20°38'25" and a chord bearing of S10°56'08"E, a arc length of 46.83 feet; thence run the following twelve courses: S00°36'55" E, 102.55 feet; S03°00'01"E, 340.97, S01°20'15"W, 693.09 feet; S03°32'42"W, 182.20 feet; S00°53'00"E, 200.94 feet; S45°07'11"W, 70.52 feet; S81°51'27"W, 538.92 feet; N57°14'10"W, 94.59 feet; S89°19'54"W, 582.59 feet; S89°53'54"W, 237.69 feet; N43°12'29"W, 113.38 feet; S89°50'19"W, 42.46 feet; to a point lying in the unnamed and unopened right of way lying West of the West line of Lot 84, Block I, Prosper Colony, Plat Book D, Page 103; thence S00°09'41"E, 356.31 feet to a point on a line, being 30.00 feet south of and parallel with the south line of Section 6, Township 24 South, Range 30 East; thence along said line run N89°39'41"W, a distance of 245.69 feet; thence run N00°10'15"E, 663.27 feet to the North line of Lot 85 of aforesaid Prosper Colony, Block 1; thence continue S89°34'15"E along said north line of Lot 85 a distance of 120.00 feet; thence departing said north line of Lot 85 run N00°10'15"E, a distance of 321.53 feet; thence run the following nine courses: S89°31'32"E, 120.00, S00°09'41"E, 17.23 feet; N45°28'00"E, 83.03 feet; S89°31'59"E, 296.51; N39°03'49", 432.82 feet; N09°07'01"E, 18.22 feet; N39°02'51"E, 96.30 feet; N43°24'57"E, 40.02 feet; N38°53'50"E, 671.31 feet; thence run N31°46'57"E, a distance of 211.02 feet to the South right of way line of 8th Street; thence run S68°26'26"E along the said south right of line of 8th Street a distance of 321.04 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

A portion of a parcel of land (PARCEL 26) described in Official Records Book 5869, Page 1854 lying and being in Sections 5 and 6, Township 24 South, Range 30 East, Orange County, Florida; all being more particularly described as follows:

COMMENCING at the intersection of the easterly line of a parcel of land (PARCEL 26) and the South Right of Way line of 8th Street, a varying Right of Way; thence N68°26'26"W along said South Right of Way line a distance of 321.04 feet; thence departing said South Right of Way line, run S31°46'57"W a distance of 211.02 feet; thence S38°53'50"W a distance of 671.31 feet; thence S43°24'57"W, a distance of 40.02 feet; thence S39°02'51"W, a distance of 96.30 feet; thence S09°07'01"W a distance of 18.22 feet; thence S39°03'49" W a distance of 205.47 feet; thence S50°56'11"E a distance of 173.97 feet for the POINT OF BEGINNING; thence S56°36'35"E a distance of 40.00 feet; thence S33°23'25"W a distance of 45.00 feet; thence N56°36'35"W a distance of 40.00 feet; thence N33°23'25"E a distance of 45.00 feet to the POINT OF BEGINNING, Containing 1800 square feet, more or less.

Subject Parcel of land contains 53.756 acres, more or less.

EXHIBIT "C" (To Agreement)

This Instrument Prepared By:

David P. Hopstetter, Esq.
Assistant City Attorney
City of Orlando, FL
400 S. Orange Avenue
Orlando, FL 32801

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this ____ day of _____, 2016, by **City of Orlando, Florida**, a municipal corporation organized and existing under the laws of the State of Florida, herein the "Grantor", whose address is 400 S. Orange Avenue, Orlando, Florida 32801; and _____, whose address is _____ herein the "Grantee".

WHEREAS, the United States of America (herein the U.S.) previously conveyed to Grantor certain property pursuant to the Government Deeds, as herein defined, which included the land to be conveyed pursuant to this Quitclaim Deed;

WHEREAS, in the Government Deeds, the U.S. made certain disclosures concerning the environmental condition of that property;

WHEREAS, the Government Deeds also contain certain notices, warranties, covenants and agreements with regard to hazardous substances, pollutants and contaminants on that property; and

WHEREAS, Grantee has reviewed the information and documentation available concerning the environmental contamination, along with the notices, warranties, covenants and agreements made by the U.S., and will accept the land which is the subject of this Quitclaim Deed, without recourse against Grantor, thereby relying solely upon the U.S. for any claims which may arise out of or be connected in any way with the environmental conditions of the land.

In consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are conclusively acknowledged, Grantor by these presents does hereby remise, release, convey, and forever quitclaim unto the Grantee, all of Grantor's right, title and interest, in that certain tract or parcel of land located in Orange County, Florida ("Land"), specifically described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Together with all of the tenements, hereditaments and appurtenances thereunto belonging, and the reversions, remainders, rents, issues and profits thereof.

To have and to hold, all and singular the premises, with the appurtenances, unto the Grantee, its successors and assigns forever.

SUBJECT TO: all matters of records including but not limited to the following:

1. Taxes for 2015 and subsequent years, oil, gas and mineral rights of record (without right of entry), zoning and other governmental regulations and easements of record.
2. Ordinance recorded in Official Records Book 6513, beginning at Page 3720 of the Public Records of Orange County, Florida.
3. Permitted Exceptions contained in the Quitclaim Deed recorded in Official Records Book 5869 beginning at Page 1854; Quitclaim Deed recorded in Official Records Book 6902 beginning at Page 3098; Quitclaim Deed recorded in Official Records Book 6902 beginning at Page 3114 and Quitclaim Deed recorded in Official Records Book 6902, beginning at Page 3130, all of the Public Records of Orange County, Florida (herein sometimes collectively referred to as the "Government Deeds").
4. Those Findings of Suitability to Transfer and Environmental Baseline Surveys as well as the Notices of Hazardous Substance Activity described in the Government Deeds.

The Grantor reserves onto itself, on behalf of itself and the Orlando Utilities Commission all easements of record that existed for the benefit of the Grantor or the Orlando Utilities Commission, or any combination thereof, at the time the property was conveyed by the U.S. to the Grantor. However, such easements as were located on the Land may be relocated by Grantee, with Grantor's approval, at no cost to Grantor.

Grantor hereby also reserves a perpetual nonexclusive, assignable, easement for the construction, maintenance and operation of wastewater facilities and attendant improvements, through, under, and upon the following property situated in the County of Orange, State of Florida, more particularly described as follows:

(See Exhibit "B" attached hereto and incorporated herein by reference; "Easement Area")

For the full enjoyment of the rights granted herein, the Grantor shall have the further right to enter upon Easement Area and Grantee's adjacent property to trim, cut, or remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, maintenance or operation of, or access to, the wastewater facilities and attendant improvements. Grantee shall not construct and shall not allow any third party to construct any vertical improvements within the

Easement Area and shall only construct/install, or allow the construction/installation of, minor non-vertical improvements such as landscaping and parking that does not interfere with the Grantor's reserved Easement rights. Grantor shall not be responsible to repair any improvements damaged during the exercise of its rights under this reserved Easement. So long as all future holders of an interest in any part of the Land affected by a relocation agree, this easement may be relocated by Grantee, so long as it is at no direct or indirect costs to Grantor.

In its transfers of the property to the Grantor, the U.S. identified certain buildings or portions of buildings as being located on the property, some of which may have been located on the Land. The Grantor has no knowledge regarding the accuracy of such information. Additionally, in its transfer of the property to the Grantor, the U.S. identified certain buildings or portions of buildings as having friable and non-friable asbestos containing materials or lead based paint, and the presence of certain hazardous substances, pollutants and contaminants. All such buildings have since been demolished by the Grantor in accordance with law.

Grantor makes no warranties regarding the environmental conditions of the Land, Grantor has no knowledge regarding the accuracy or adequacy of the U.S.'s remediation of the Land as provided in the Government Deeds, and, other than building demolition, Grantor has taken no steps to abate any such conditions, except as stated herein.

The italicized information below is copied verbatim (except as discussed below) from the Government Deeds conveying the property to the Grantor. The Grantee hereby acknowledges and assumes all responsibilities with regard to the Land placed upon the Grantor under the terms of the aforesaid Government Deeds to Grantor.

A Finding of Suitability to Transfer (FOST) is attached as Exhibit "C" to the Deed; an Environmental Baseline Survey ("EBA") Report is referenced in the FOST; the FOST and EBS reference environmental conditions on the Property and on other property not subject to this Deed. Those restrictions and environmental conditions described in the FOST and EBS which are applicable to the Property are contained in this Deed. The FOST sets for the basis for the Grantor's determination that the Property is suitable for transfer. The Grantee is hereby made aware of the notifications contained in the EBS the FOST.

At the time of transfer, the Property contains the following buildings or portions of buildings: 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, and 762.

NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

(Affects portion of Land obtained via Deed for Parcel 26)

The information contained in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or "Superfund") 42 U.S.C. Section 9620(h).

Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos-related diseases. Both Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulated asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

The GRANTEE hereby acknowledges that friable and non-friable asbestos containing materials (collectively, "ACM") have been found on the Property, as described in the "Friable Asbestos-Containing Material Survey at the Naval Training Center Orlando, FL" and summarized in the EBS, both of which are on file in the City Clerk's office, City of Orlando. The GRANTOR represents that it does not have knowledge of any ACM on the Property other than ACM identified in the "Friable Asbestos-Containing material Survey at the Naval Training Center Orlando, FL", and summarized in the EBS. The ACM of the Property does not currently pose a threat to human health or encapsulated. GRANTEE shall manage the ACM in accordance with applicable laws and regulations.

The Property contained improvements that, due to their age, and likely to have been painted with Lead based paint. A Lead Based Paint Disclosure Statement is provided as Exhibit D to this deed.

At such time as the ACM and lead-based paint are removed from the buildings on the Property, GRANTOR shall deliver to GRANTEE, in recordable form, a Notice of Release (the "Notice") which shall be deemed to remove all notices and restrictions relating to ACM and lead-based paint from title to the Property. The ACM and lead-based paint shall be deemed removed from the Property upon deliver to GRANTOR of reasonable evidence of demolition of the buildings described above, together with a certificate reasonably acceptable to the GRANTOR, executed by GRANTEE, or its successors and assigns, to the effect that the ACM and lead-based paint located on the Property and shall be sufficient to permit any person to rely on such Notice.

No hazardous substances as defined in CERCLA and no petroleum products or their derivatives are known to have been released or disposed of on the Property.

GRANTOR covenants that any remedial action found to be necessary after such date of transfer shall be performed by the United States.

GRANTEE covenants that the GRANTOR, its officers, agents, employees, contractors and

subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property. GRANTEE agrees to comply with activities of the GRANTOR in furtherance of these covenants and will take no action to interfere with future necessary remedial and investigative actions of the GRANTOR. The GRANTOR and the GRANTEE agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and operations of GRANTEE, its successors and assigns, and of any Lessee or any Sublessee of the Property. Any inspection, survey, investigation, or other response or remedial action will to the extent practicable, be coordinated with representatives designated by GRANTEE or its successors and assigns.

The GRANTOR recognizes its obligations under section 330 of the National Defense Authorization Act of 1993, as amended (Pub. L. No. 102-484).

GRANTEE covenants for itself, successors, and assigns and every successor in interest to the Property, or any part thereof, that GRANTEE such successors, and assigns shall not discriminate upon the basis of race, color, religion, disability, or national origin in the uses, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply however, to the lease or rental of a room or rooms with a family dwelling unit, nor shall it apply with respect to Property used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

(Affects portion of Land obtained via Deed for Drainage Parcel)

The information contained in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" or "Superfund"), 42 U.S.C. Section 9620(h).

The polycyclic aromatic hydrocarbon Benzo[a]pyrene ("BAP") was detected in a sediment sample collected from the north-south drainage canal on the Property. BAP is a common non-point source pollutant that often results from incomplete combustion of hydrocarbon fuels. The BAP incorporated into sediments in the canal is not a threat to human health or the environment.

The pesticide Aldrin was detected in surface water in the north-south canal on the Property at a concentration greater than the annual average Florida Surface Water Cleanup Target Level (SWCTL) but less than the "maximum" concentration not to be exceeded at any

time (FDEP, 1996). The pesticide Aldrin incorporated into surface water is not a threat to human health or the environment.

GRANTOR covenants that all remedial action necessary to protect human health and the environment with respect to any known hazardous substances or petroleum product remaining on the Property as been taken before the date of transfer. No hazardous substances are known to have been stored or released on the Property in excess of the reportable quantities specified under 40 Code of Federal Regulations Part 302; therefore, no remedial actions were required.

GRANTOR covenants that any remedial action found to be necessary after such date of transfer shall be performed by the United States.

GRANTEE covenants that the GRANTOR, its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the CERCLA, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property. GRANTEE will take no action to interfere with future necessary remedial and investigative actions of the GRANTOR. The GRANTOR and the GRANTEE, its successors and assigns, agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and operations of GRANTEE, its successors and assigns, and of any lessee or any sublessee of the Property. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by GRANTEE or its successors and assigns.

The GRANTOR recognizes its obligations under Section 330 of the National Defense Authorization Act of 1993, (Pub. L. 102-484), as amended by Section 1002 of the National Defense Authorization Act for Fiscal Year 1994 (Pub. L. 103-160).

GRANTEE covenants for itself, successors, and assigns and every successor in interest to the Property, or any part thereof, that GRANTEE such successors, and assigns shall not discriminate upon the basis of race, color, religion, disability, or national origin in the uses, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply however, to the lease or rental of a room or rooms with a family dwelling unit, nor shall it apply with respect to Property used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

(Affects portion of Land obtained via Deed for Wetland Parcel 1)

The information contained in this notice is required under the authority of regulations

promulgated under Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" or "Superfund"), 42 U.S.C. Section 9620(h).

No hazardous substances are known to have been stored or released on the Property in excess of the reportable quantities specified under 40 Code of Federal Regulations Part 302; therefore, no remedial actions were required.

GRANTOR covenants that any remedial action found to be necessary after such date of transfer shall be performed by the United States.

GRANTEE covenants that the GRANTOR, its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the CERCLA, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property. GRANTEE will take no action to interfere with future necessary remedial and investigative actions of the GRANTOR. The GRANTOR and the GRANTEE, its successors and assigns, agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and operations of GRANTEE, its successors and assigns, and of any lessee or any sublessee of the Property. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by GRANTEE or its successors and assigns.

The GRANTOR recognizes its obligations under Section 330 of the National Defense Authorization Act of 1993 (Pub. L. 102-484), as amended by Section 1002 of the National Defense Authorization Act for Fiscal Year 1994 (Pub. L. 103-160).

GRANTEE covenants for itself, successors, and assigns and every successor in interest to the Property, or any part thereof, that GRANTEE such successors, and assigns shall not discriminate upon the basis of race, color, religion, disability, or national origin in the uses, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply however, to the lease or rental of a room or rooms with a family dwelling unit, nor shall it apply with respect to Property used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

(Affects portion of Land obtained via Deed for Wetland Parcel 2)

The information contained in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response,

Compensation and Liability Act ("CERCLA" or "Superfund"), 42 U.S.C. Section 9620(h).

Iron and manganese were detected at concentrations that exceed the Florida Secondary Drinking Water Standards. Secondary standards contaminants may cause cosmetic effect (such as on skin or tooth discoloration) or aesthetic effects (such as taste, odor or color) in drinking water, but are not generally associated with adverse health effects. The detected concentrations of iron and manganese are typical of the measured at other locations and are considered to represent background conditions.

No hazardous substances are known to have been stored or released on the Property in excess of the reportable quantities specified under 40 Code of Federal Regulations Part 302; therefore, no remedial actions were required.

GRANTOR covenants that any remedial action found to be necessary after such date of transfer shall be performed by the United States.

GRANTEE covenants that the GRANTOR, its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the CERCLA, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property. GRANTEE will take no action to interfere with future necessary remedial and investigative actions of the GRANTOR. The GRANTOR and the GRANTEE, its successors and assigns, agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and operations of GRANTEE, its successors and assigns, and of any lessee or any sublessee of the Property. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by GRANTEE or its successors and assigns.

The GRANTOR recognizes its obligations under Section 330 of the National Defense Authorization Act of 1993 (Pub. L. 102-484), as amended by Section 1002 of the National Defense Authorization Act for Fiscal Year 1994 (Pub. L. 103-160).

GRANTEE covenants for itself, successors, and assigns and every successor in interest to the Property, or any part thereof, that GRANTEE such successors, and assigns shall not discriminate upon the basis of race, color, religion, disability, or national origin in the uses, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply however, to the lease or rental of a room or rooms with a family dwelling unit, nor shall it apply with respect to Property used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

The responsibilities and obligations placed upon the Grantor by the Government Deeds shall run with the land and be binding on all subsequent owners of the Land unless or until such responsibilities and obligations are released pursuant to the provisions set forth in the Government Deeds.

By acceptance of this Quitclaim Deed, Grantee hereby agrees to hold harmless, defend and indemnify Grantor, its elected and appointed officials, officers, agents, employees, successors and assigns from any suits, actions, damages, liabilities, losses or expenses Grantor may suffer or Grantee or any third party may make against Grantor, its elected and appointed officials, officers, agents, employees, successors and assigns, arising out of or in any way related to the environmental conditions existing on, in or under the land or ground water therein or adjacent thereto. This indemnity and hold harmless agreement shall include indemnity resulting from allegations of Grantor's own negligent acts, and against all costs, expenses, and liabilities, including attorney's fees incurred by Grantor, its elected and appointed officials, officers, agents, employees, successors and assigns in connection with any claim, action, trial, appellate, bankruptcy court or probate proceedings related thereto.

The indemnities provided herein are ones of first defense and payment, not of reimbursement or surety and shall in no way be limited by or to the amount of insurance carried by Grantee.

IN WITNESS WHEREOF, Grantor has hereunto executed and delivered this Quitclaim Deed on the day and year first above written.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. GRANTOR'S SIGNATURES
APPEAR ON FOLLOWING PAGE.)

**CITY OF ORLANDO, FLORIDA, a Florida
municipal corporation**

By: _____

Attest:

Print name: _____
Mayor/Pro Tem

By: _____
Celeste T. Brown, City Clerk

Executed on _____, 2016

Witnesses:

(1) Sign: _____
Print Name: _____

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

(2) Sign: _____
Print Name: _____

Print Name: _____
Assistant City Attorney

Executed on _____, 2016

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was duly acknowledged before me on _____, 2016, by _____ and Celeste T. Brown, the _____ and City Clerk respectively of the City of Orlando, Florida, a Florida municipal corporation, on behalf of the City. They are personally known to me () or produced, _____, as photo identification (). (Check one)

Notary Public, State of Florida at Large
My commission expires: _____

EXHIBIT "A" (To Quitclaim Deed)

(LEGAL DESCRIPTION OF THE LAND)

A portion of a parcel of land (PARCEL 26) described in Official Records Book 5869, Page 1854 and all of (WETLAND PARCEL 1) described in Official Records Book 6902, Page 3113, (WETLAND PARCEL 2) described in Official Records Book 6902, Page 3098 lying and being in Sections 5 and 6, Township 24 South, Range 30 East, Orange County, Florida; all being more particularly as follows:

COMMENCING at the northernmost corner of said PARCEL 26; run S28°24'37"E, 74.62 feet to a point of curvature of a curve to the West; thence along the arc of said curve, having a radius length of 162.50 feet, a central angle 51°00'32" and a chord bearing of S02°54'21"E a arc length of 144.67 feet to a point of reverse curvature of a curve concave to the east thence along the arc of said curve, having a radius length of 1048.50 feet; a central angle of 27°59'23", and a chord bearing of S08°36'13" W, a arc length of 512.21 feet to a point on the Northerly right of way line of 8th Street; thence continue along the southerly extension of said curve, having a radius length of 1048.50 feet, a central angle of 05°55'23" and a chord bearing of S08°21'11"E, a arc length of 108.39 feet to a point on the South Right of Way line of said 8th Street and the POINT OF BEGINNING; thence along a curve, concave to the northeast, having a radius length of 1048.50 feet, a central angle of 09°56'21", and a chord bearing of S16°17'10"E, a arc length of 181.88 feet to a point of reverse curvature, of a curve concave to the West; thence along the arc of said curve, having a radius length of 130.00 feet, a central angle of 20°38'25" and a chord bearing of S10°56'08"E, a arc length of 46.83 feet; thence run the following twelve courses: S00°36'55" E, 102.55 feet; S03°00'01"E, 340.97, S01°20'15"W, 693.09 feet; S03°32'42"W, 182.20 feet; S00°53'00"E, 200.94 feet; S45°07'11"W, 70.52 feet; S81°51'27"W, 538.92 feet; N57°14'10"W, 94.59 feet; S89°19'54"W, 582.59 feet; S89°53'54"W, 237.69 feet; N43°12'29"W, 113.38 feet; S89°50'19"W, 42.46 feet; to a point lying in the unnamed and unopened right of way lying West of the West line of Lot 84, Block I, Prosper Colony, Plat Book D, Page 103; thence S00°09'41"E, 356.31 feet to a point on a line, being 30.00 feet south of and parallel with the south line of Section 6, Township 24 South, Range 30 East; thence along said line run N89°39'41"W, a distance of 245.69 feet; thence run N00°10'15"E, 663.27 feet to the North line of Lot 85 of aforesaid Prosper Colony, Block 1; thence continue S89°34'15"E along said north line of Lot 85 a distance of 120.00 feet; thence departing said north line of Lot 85 run N00°10'15"E, a distance of 321.53 feet; thence run the following nine courses: S89°31'32"E, 120.00, S00°09'41"E, 17.23 feet; N45°28'00"E, 83.03 feet; S89°31'59"E, 296.51; N39°03'49", 432.82 feet; N09°07'01"E, 18.22 feet; N39°02'51"E, 96.30 feet; N43°24'57"E, 40.02 feet; N38°53'50"E, 671.31 feet; thence run N31°46'57"E, a distance of 211.02 feet to the South right of way line of 8th Street; thence run S68°26'26"E along the said south right of line of 8th Street a distance of 321.04 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

A portion of a parcel of land (PARCEL 26) described in Official Records Book 5869, Page 1854 lying and being in Sections 5 and 6, Township 24 South, Range 30 East, Orange County, Florida; all being more particularly described as follows:

COMMENCING at the intersection of the easterly line of a parcel of land (PARCEL 26) and the South Right of Way line of 8th Street, a varying Right of Way; thence N68°26'26"W along said South Right of Way line a distance of 321.04 feet; thence departing said South Right of Way line, run S31°46'57"W a distance of 211.02 feet; thence S38°53'50"W a distance of 671.31 feet; thence S43°24'57"W, a distance of 40.02 feet; thence S39°02'51"W, a distance of 96.30 feet; thence S09°07'01"W a distance of 18.22 feet; thence S39°03'49" W a distance of 205.47 feet; thence S50°56'11"E a distance of 173.97 feet for the POINT OF BEGINNING; thence S56°36'35"E a distance of 40.00 feet; thence S33°23'25"W a distance of 45.00 feet; thence N56°36'35"W a distance of 40.00 feet; thence N33°23'25"E a distance of 45.00 feet to the POINT OF BEGINNING, Containing 1800 square feet, more or less.

Subject Parcel of land contains 53.756 acres, more or less.

EXHIBIT "B" (To Quitclaim Deed)

(EASEMENT AREA)

SKETCH & DESCRIPTION

LEGAL DESCRIPTION:

A portion of a parcel of land (PARCEL 26) described in Official Records Book 5869, Page 1854 lying and being in Sections 5 and 6, Township 24 South, Range 30 East, Orange County, Florida; and being more particularly described as follows:

BEGINNING at the intersection of the easterly line of said parcel of land (PARCEL 26) and the South Right of Way line of 8th Street, a varying Right of Way; thence along the easterly line of said Parcel 26, being on a curve concave easterly, having a radius of 1048.50 feet, a central angle of $09^{\circ}56'21''$ and a chord distance of 181.66 feet, that bears $S 16^{\circ}17'10'' E$; thence southerly along the arc of said curve a distance of 181.88 feet to a point of reverse curvature of a curve concave westerly, having a radius of 130.00 feet, a central angle of $20^{\circ}38'25''$ and a chord distance of 46.58 feet, that bears $S10^{\circ}56'08'' E$; thence southerly along the arc of said curve a distance of 46.83 feet to a point of tangency; thence $S00^{\circ}36'55'' E$ a distance of 101.04 feet; thence departing said easterly line, $S84^{\circ}25'37'' W$, a distance of 64.64 feet; thence $S88^{\circ}35'27'' W$, a distance of 128.18 feet; thence $N86^{\circ}52'23'' W$, a distance of 152.85 feet; thence $S85^{\circ}14'53'' W$, a distance of 48.62 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 398.50 feet, a central angle of $22^{\circ}31'07''$ and a chord distance of 155.61 feet, that bears $S55^{\circ}54'55'' W$, thence southwesterly along the arc of said curve a distance of 156.62 feet to the end of said curve; thence $S40^{\circ}23'12'' W$, a distance of 99.08 feet; thence $S38^{\circ}39'43'' W$, a distance of 498.10 feet; thence $S30^{\circ}45'43'' W$, a distance of 125.06 feet; thence $N56^{\circ}36'35'' W$, a distance of 15.02 feet; thence $N30^{\circ}45'43'' E$, a distance of 125.41; thence $N38^{\circ}39'43'' E$, a distance of 499.36 feet; thence $N40^{\circ}23'12'' E$, a distance of 99.84 to the beginning of a non-tangent curve, concave southeasterly, having a radius of 413.50 feet, a central angle of $22^{\circ}55'50''$ and a chord distance of 164.38 feet, that bears $N56^{\circ}02'35'' E$; thence northeasterly along the arc of said curve a distance of 165.49 feet to the end of said curve; thence $N85^{\circ}14'53'' E$, a distance of 52.02 feet; thence $S86^{\circ}52'23'' E$, a distance of 153.29 feet; thence $N88^{\circ}35'27'' E$, a distance of 127.04 feet; thence $N84^{\circ}25'37'' E$, a distance of 50.34 feet to point on a line being 15.00 feet westerly of and parallel with aforementioned Easterly line of Parcel 26; thence northerly along said parallel line the following three courses and distances: $N00^{\circ}36'55'' W$, a distance of 87.29 feet to the point of curvature of a curve concave westerly, having a radius of 115.00 feet, a central angle of $20^{\circ}38'25''$ and a chord distance of 41.20 feet, that bears $N10^{\circ}56'08'' W$; thence northerly along the arc of said curve, a distance of 41.43 feet to a point of reverse curvature of a curve, concave easterly, having a radius of 1063.50 feet, a central angle of $10^{\circ}27'36''$ and a chord distance of 193.88 feet, that bears $N16^{\circ}01'32'' W$; thence northerly along the arc of said curve a distance of 194.15 feet to the south right of way line of aforementioned 8th Street; thence $S68^{\circ}26'26'' E$ along said south right of way line a distance of 17.81 feet to the POINT OF BEGINNING,

Containing 23,989 square feet, 0.551 acres, more or less.

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.

Richard D. Allen

Professional Surveyor and Mapper No. 6922

This survey is not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.



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: 14-092 FM

Requested By: C GREEN

Date of Survey: N/A

Approved By: RDA

Drafted By: MER

Checked By: RDA

Date Drawn: 12/09/15

Scale: 1" = 300'

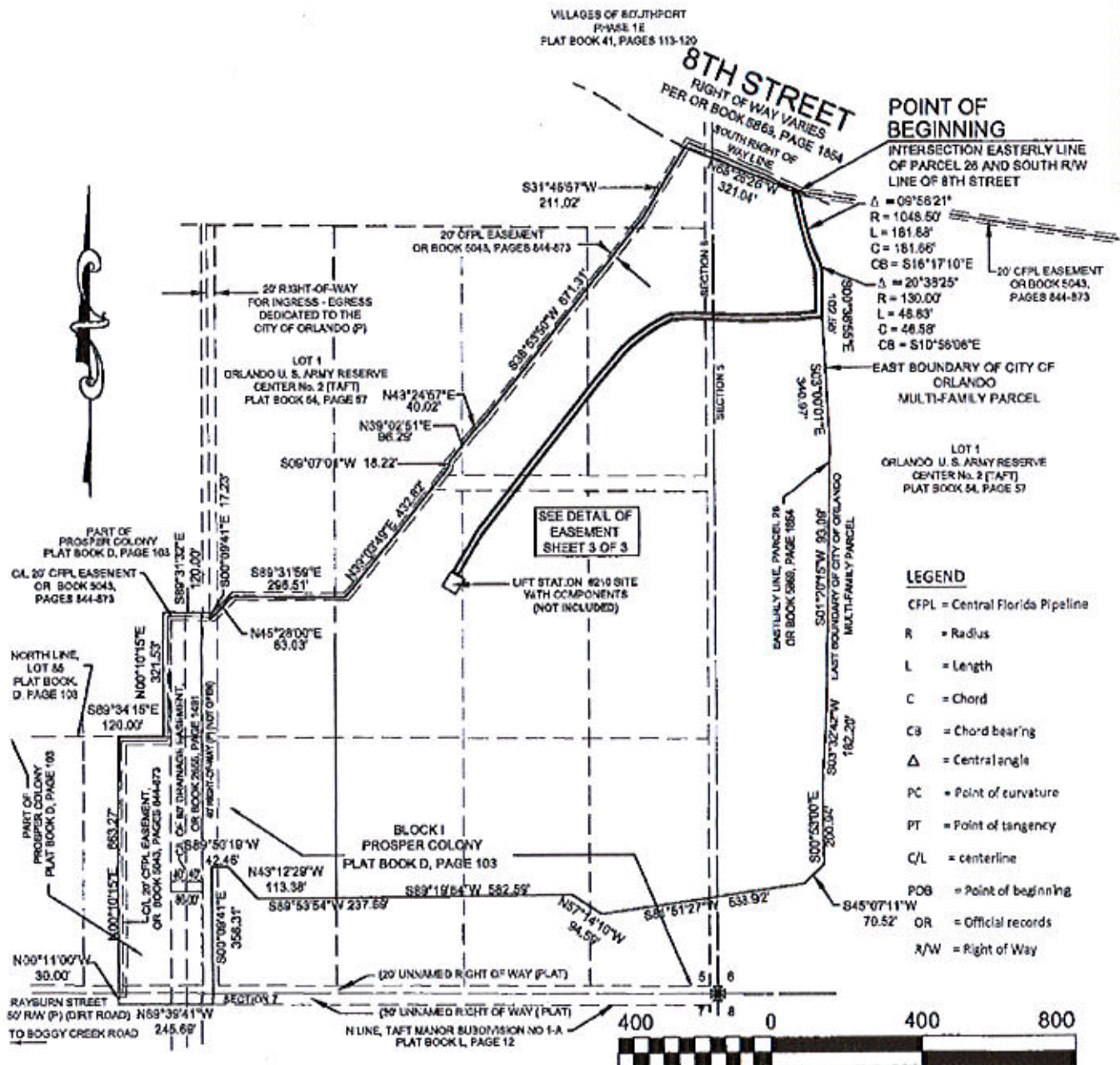
Sheet:

1

of

3

SKETCH OF DESCRIPTION



SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 3 FOR DETAIL

1" = 400'



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: 14-092 FM

Requested By: C. GREEN

Date of Survey: N/A

Approved By: RDA

Drafted By: MER

Checked By: RDA

Date Drawn: 12/09/15

Scale: 1" = 400'

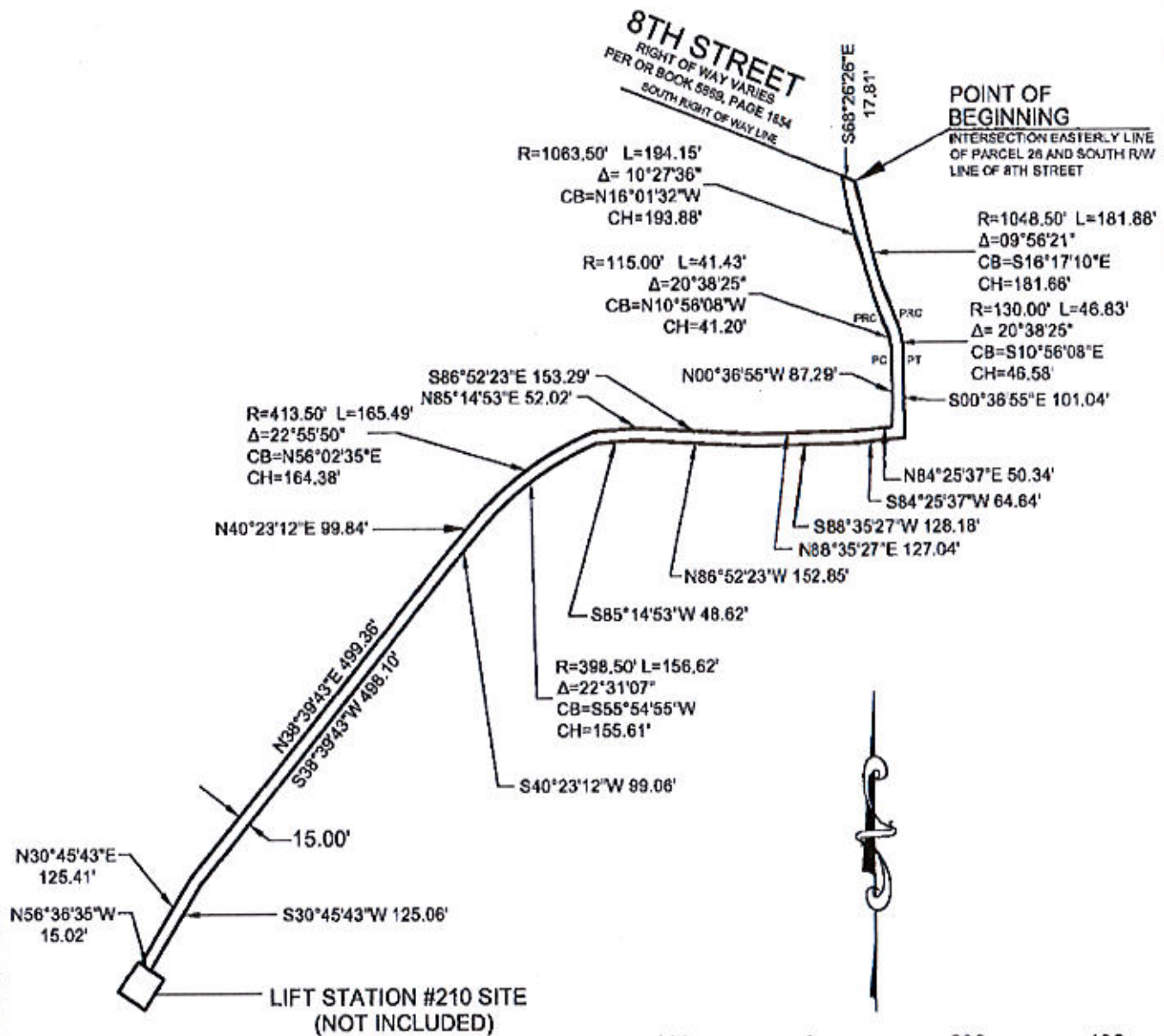
Sheet:

2

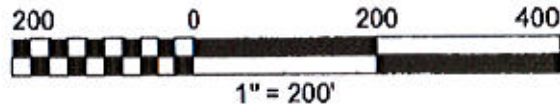
of

3

SKETCH OF DESCRIPTION



PRC = POINT OF REVERSE CURVATURE
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY



SEE SHEET 1 FOR DESCRIPTION
& SHEET 2 FOR PARENT PARCEL



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: 15-160 FM

Requested By: C. GREEN

Date of Survey: N/A

Approved By: RDA

Drafted By: MER

Checked By: RDA

Date Drawn: 12/09/15

Scale: 1" = 200'

Sheet:

3

of

3

SKETCH & DESCRIPTION

LEGAL DESCRIPTION:

A portion of a parcel of land (PARCEL 26) described in Official Records Book 5869, Page 1854 lying and being in Sections 5 and 6, Township 24 South, Range 30 East, Orange County, Florida; all being more particularly described as follows:

COMMENCING at the intersection of the easterly line of a parcel of land (PARCEL 26) and the South Right of Way line of 8th Street, a varying Right of Way width; thence N68°26'26"W along said South Right of Way line a distance of 321.04 feet; thence departing said South Right of Way line, run S31°46'57"W, a distance of 211.02 feet; thence S38°53'50"W, a distance of 671.31 feet; thence S43°24'57"W, a distance of 24.99 feet for the POINT OF BEGINNING; thence S07°43'17"W a distance of 387.19 feet; thence N56°36'35"W, a distance of 11.90 feet; thence N07°43'17"E, a distance of 357.55 feet; thence N39°02'51"E, a distance of 11.90 feet; thence N43°24'57"E, a distance of 15.03 feet to the POINT OF BEGINNING,

Containing 5,592 square feet, more or less.

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.

Richard D. Allen

Professional Surveyor and Mapper No. 6922

This survey is not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

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

Project Number: 14-092 INF

Drafted By: MER

Requested By: C GREEN

Checked By: RDA

Date of Survey: N/A

Date Drawn: 12/09/15

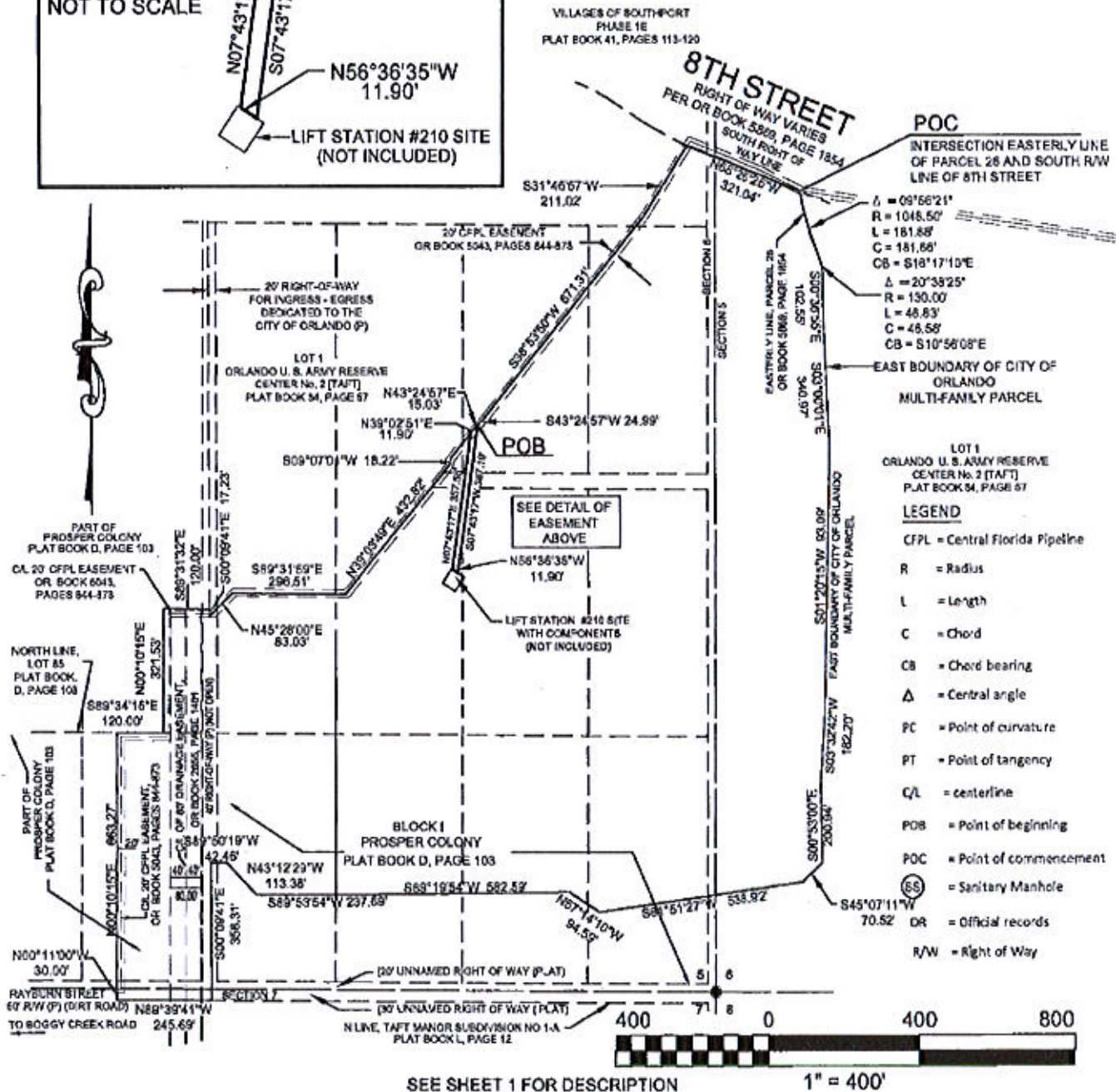
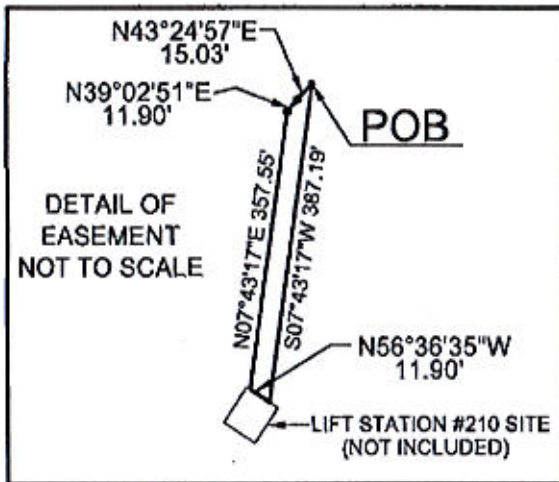
Approved By: RDA

Scale: 1" = 300'

Sheet:

1
of
2

SKETCH OF DESCRIPTION



SEE SHEET 1 FOR DESCRIPTION

1" = 400'

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

Project Number: 14-092 INF	Drafted By: MER
Requested By: C. GREEN	Checked By: RDA
Date of Survey: N/A	Date Drawn: 12/09/15
Approved By: RDA	Scale: 1" = 400'

Sheet:
2 of 2