

REAL ESTATE PURCHASE AGREEMENT

Between

**THE GREATER ORLANDO AVIATION AUTHORITY,
the CITY OF ORLANDO, and
ORANGE COUNTY**

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REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made by and among **THE GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body created as an agency of the City of Orlando existing under and by virtue of the laws of the State of Florida, whose mailing address is One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399 (hereinafter "**Authority**"), the **CITY OF ORLANDO**, a municipal corporation created by and existing under the laws of the State of Florida, whose address is P.O. Box 4990, 400 S. Orange Avenue, Orlando, Florida 32802-4990 (the "**City**"), and **ORANGE COUNTY**, a charter county and a political subdivision of the State of Florida (hereinafter the "**County**"), whose address is 200 S. Rosalind Avenue, Orlando, Florida 32801.

WITNESSETH:

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

WHEREAS, City is the fee simple owner of and Authority operates pursuant to the Operation Agreement a certain parcel of real property consisting of approximately 2.29 gross acres located in Orange County, Florida, being more particularly described in **Exhibit "A"** (the "**Property**") attached hereto and by this reference made a part hereof together with (i) all tenements, hereditaments and appurtenances relating thereto or associated therewith, (ii) all Infrastructure Improvements (defined below), buildings and fixtures, if any, situated thereon, (iii) the right to utilize all permits, approvals, authorizations and licenses owned or obtained by Authority relating to or affecting any such real property which County requires, (iv) all right, title and interest of Authority in any street, road, alley or avenue adjoining such real property to the center line thereof unless dedicated to public use, and (v) all of Authority's right, title and interest in any strip, hiatus, gore, gap or boundary adjustment area adjoining or affecting such real property; and

WHEREAS, County desires to enter into this Agreement to purchase fee simple title to the Property and obtain the necessary Federal Aviation Administration ("FAA") release in accordance with the terms and conditions thereof; and

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants, provisions and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

SALE AND PURCHASE

1. **Effective Date.** This Agreement shall become effective on the date the last Party executes this Agreement (the "**Effective Date**").

2. **Sale and Purchase.** City and Authority agree to sell the Property to the County and County agrees to pay the Purchase Price to the Authority for the Property, all in the manner and upon the terms and conditions herein below set forth in this Agreement.

3. **Purchase.** County agrees to purchase, and City and Authority agree to sell, the Property as follows:

A. **Future Development of Heintzelman Road.** Authority has an approved Master Plan which includes the future extension of Heintzelman Boulevard from Jeff Fuqua Boulevard to Boggy Creek Road, terminating at the intersection of Boggy Creek Road and Wetherbee Road ("Heintzelman Road Extension"). All Aboard-Florida Operations, LLC ("AAF"), under agreement with the Authority, is planning to construct two lanes of the westernmost portion of the Heintzelman Road Extension from the Boggy Creek Road intersection to its Vehicle Maintenance Facility ("AAF Access Road"). County is currently finalizing its design to widen Boggy Creek Road through the area including the Boggy Creek / Wetherbee Road intersection ("County Widening"). County acknowledges the Heintzelman Road Extension and the AAF Access Road both require modification of the Boggy Creek/Wetherbee Road intersection. The County agrees to cooperate with said future modifications to the Boggy Creek Road/Wetherbee Road Intersection to accommodate a four way intersection. County shall incorporate changes provided by AAF or Authority into its County Widening project that will allow for a more efficient modification of the intersection in the future (e.g., placement of sign poles wide enough to accommodate future four (4) lane Heintzelman Road), but only to the extent there is no schedule impact. This provision shall survive the closing.

B. **Purchase Price.** The Parties hereby agree that the Purchase Price of the Property shall be the FMV of the Property as determined by the Property Appraisal, defined below, FOUR HUNDRED SIXTY-ONE THOUSAND NINE HUNDRED AND NO/100 (\$461,900.00) as determined by that certain appraisal dated May 23, 2017 by Diversified Property Specialists, Inc.

C. **Property Closing Date.** The closing on the Property shall occur within one hundred eighty (180) days of the Effective Date, subject to satisfaction of the conditions in Section 7 (the "Property Closing Date").

4. **FAA Release.** On or before Closing, Authority shall request any releases or other documentation required from the FAA as it relates to the Property. City and Authority's obligation to close on the Property is subject to the FAA issuing the required deed and letter of release for the Property, and Authority shall use good faith efforts to obtain issuance of same. The FAA requires certain provisions be made to the Agreement as a condition of the Deed of Release being issued by the FAA, and in accordance with the requirements of the FAA, County, City and Authority hereby agree to the following provisions as conditions of conveyance for the property as follows:

A. City and Authority reserve unto themselves, their successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used,

for navigation of, or in the said airspace, for use of said airspace for landing on, or taking off from, or operating on Orlando International Airport.

B. County, City and Authority expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with the FAA Regulations, Part 77.

C. County, City and Authority expressly agree for themselves, their successors and assigns, to prevent any use of the herein described real property which would interfere with the landing or takeoff of aircraft at the Orlando International Airport, or interfere with the air navigation, and or communication facilities serving the Airport, or otherwise constitute an airport hazard.

D. County, City and Authority, and their successors and assigns shall not permit/afford access from the subject property onto Orlando International Airport property for aeronautical purposes.

E. City and Authority shall insure that if the property is used or converted to a municipal use, an amount equal to the fair market value will be deposited into an identifiable interest bearing account prior to conversion of the property to the municipal use. The proceeds should remain in this account until utilized in accordance with the FAA Order 5190.6B, paragraph 7.9.

5. **Conditions to County's Obligations.** County's obligation to close on the Property, as applicable, shall be expressly conditioned upon the fulfillment or satisfaction of each of the following conditions, as applicable, on or before the date or dates hereinafter specifically provided and in no event later than the Closing Date:

A. As of the Closing Date, Authority shall have performed and complied with all covenants and agreements which are to be performed and complied with by Authority at that time.

B. County may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing conditions to its obligations hereunder and proceed with the consummation of such sale, but any such waiver shall be effective only if contained in writing signed by County and delivered to Authority. Except as to the condition waived, no waiver shall reduce the rights or remedies of County by reason of any breach of any undertaking, agreement, warranty, representation or covenant of Authority.

C. As of the Closing Date, County shall have completed the Environmental Survey referred in Exhibit "B".

D. As of the Closing Date, the FAA shall have issued the Letter and/or Deed of Release for the Property.

E. In the event any of the foregoing conditions are not fulfilled by Authority by the date on which such condition is required to be satisfied hereunder, and such failure continues for ninety (90) days after written notice thereof to Authority, unless such condition is waived by County, County may terminate this Agreement, upon which this Agreement shall become null and void and of no further force or effect with neither party having any further rights or liabilities hereunder except to the extent provisions of this Agreement expressly state that they survive termination.

6. Conditions to Authority's Obligations.

Authority's obligation to close on the Property shall be expressly conditioned upon the fulfillment or satisfaction of each of the following conditions on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing:

A. County shall have paid and Authority shall have received the Purchase Price for the Property, as adjusted pursuant to the terms and conditions of this Agreement, such Purchase Price payable to Authority in the amount and in the manner provided for in this Agreement; and

B. As of the Closing Date, County shall have performed, in all material respects, all covenants, agreements and undertakings of County contained in this Agreement; and

C. As of the Closing Date, the FAA shall have issued the Letter and/or Deed of Release for the Property.

D. In the event any of the foregoing conditions are not fulfilled by County by the date on which such condition is required to be satisfied hereunder, and such failure continues for ninety (90) days after written notice thereof to County, unless such condition is waived by Authority, Authority may terminate this Agreement, upon which this Agreement shall become null and void and of no further force or effect with neither party having any further rights or liabilities hereunder except to the extent provisions of this Agreement expressly state that they survive termination.

E. Authority may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing conditions to its obligations hereunder and proceed with the consummation of such sale, but any such waiver shall be effective only if contained in writing signed by Authority and delivered to County. Except as to the condition waived, no waiver shall reduce the rights or remedies of Authority by reason of any breach of any undertaking, agreement, warranty, representation or covenant of County.

7. Closing Procedures.

A. **Closing Location.** The closing on the Property shall occur simultaneously (the "Closing"). The Closing shall take place at the office of Orange County Real Estate Management Division, 400 E. South Street, Fifth Floor, Orlando, Florida 32801, or at such place as shall be mutually agreed upon by County, Authority and City.

B. **Conveyance of Title.** At Closing, City and Authority shall execute and deliver to County a Special Warranty Deed (the "**Deed**") conveying fee simple title to the Property, as applicable, to County, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances except for those matters as to which a Waiver of Objections is deemed to have occurred.

C. **Closing Costs.** At Closing, County shall pay all costs associated with conveyance of the Property. All parties acknowledge that County, City and Authority are exempt from payment of the Documentary Stamp Tax.

D. **Prorating of Taxes and Assessments.** Authority shall pay all taxes, assessments, and charges applicable to the Property, if any, for all years through the Closing Date. At Closing, Authority will pay to County, or the closing agent, by credit to the Purchase Price or otherwise, GOAA's and City's pro rata share of all taxes, assessments and charges, if any, allocable to the Property for the year of closing, as determined by the Orange County Property Appraiser, the Orange County Tax Collector, and/or other applicable governmental unit. It is understood and acknowledged that the Property, as property of Authority and City, is exempt from ad valorem real estate taxes, and Authority and City shall cooperate in good faith with County to evidence and confirm all applicable exemptions from taxes.

8. **Defaults.** In the event Authority breaches any warranty or representation contained in this Agreement or wrongfully fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Authority under the terms and provisions of this Agreement, County, in County's sole and absolute discretion, shall be entitled to (i) seek specific performance of this Agreement, or (ii) terminate this Agreement. Notwithstanding same, Authority shall have ten (10) days from the receipt of written notice within which to cure the alleged breach or failed performance before County either commences an action seeking specific performance or terminates this Agreement. County hereby waives any right to any and all damages and all other remedies not expressly authorized above. Upon such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force and effect except to the extent provisions of this Agreement expressly state that they survive termination. In the event County wrongfully fails to comply with any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by County under the terms and provisions of this Agreement, Authority's sole and exclusive remedy for any such default shall be giving written notice to County demanding, and obtaining, the agreed ONE THOUSAND and NO/100 DOLLARS (\$1,000.00) as full liquidated damages. County shall immediately pay said sum to Authority, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever except to the extent provisions in this Agreement expressly state that they survive. County and Authority acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by Authority as a result of any default by County and agree that such liquidated damages are a reasonable estimate of such damages. Authority further acknowledges and agrees that County was materially induced to enter into this Agreement in reliance upon Authority's agreement to accept the above-described damages as Authority's sole and exclusive remedy and that County would not have entered into this Agreement but for Authority's agreement to so limit Authority's remedy.

9. **Broker.** Each party represents to the other that it has not dealt with any real estate broker in connection with this Agreement. Each party hereby agrees to indemnify and hold the other party harmless from all claims, lawsuits, damages and attorneys' fees suffered or incurred by said other party as a result of the indemnifying party having dealt with such a broker. This provision shall survive Closing or earlier termination of this Agreement.

10. **Notices.** Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by overnight courier, hand delivery, facsimile or other electronic transmission to the addresses or facsimile numbers of the parties set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

County: Orange County
201 S. Rosalind Avenue
Orlando, Florida 32801
Attn: County Attorney
Telephone: 407-836-7320
Telecopy: 407-836-5888

Copy to: Orange County Real Estate Management
400 E. South Street, 5th Floor
Orlando, Florida 32801
Attn: Manager
Telephone: 407-836-7070
Telecopy: 407-836-5969

Authority: THE GREATER ORLANDO AVIATION AUTHORITY
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Attn: Phillip N. Brown, Executive Director

Copy to: Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, Florida 32814
Attn: Marcos R. Marchena, Esq.
Telephone: (407) 658-8566
Telecopy: (407) 281-8564

City: City of Orlando
400 South Orange Avenue, 3rd Floor
Orlando, Florida 32801
Attn: Chief Administrator Officer
Telephone: 407-246-3091
Telecopy: _____

Copy to: City Attorney's Office
400 South Orange Avenue, 3rd Floor
Orlando, Florida 32801
Attn: City Attorney
Telephone: 407-246-2295
Telecopy: _____

Any notice or other communication (i) sent by overnight courier shall be deemed effectively given or received upon receipt, and (ii) sent by facsimile shall be deemed effectively given on the day of such electronic transmission, and received upon electronic confirmation of same. If not transmitted or confirmed prior to 5:00 p.m. Eastern Daylight Time on the business day effected, then such transmission or confirmation shall be deemed effectively given or received on the first business day after the day of transmission of such notice and confirmation of such transmission. Refusal to accept delivery shall be deemed delivered.

11. **Assignment.** County will not assign its rights or duties hereunder in whole or in part, except with the prior written consent of Authority.

12. **Force Majeure.** Neither Authority nor County will be deemed to be in breach of this Agreement by reason of failure to perform any of its obligations hereunder while and to the extent that such failure is due to strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, governmental regulations or delay, acts of governmental authority (including any moratorium imposed by such authority or inability to obtain necessary permits, approvals, entitlements from any such authority) unusual weather conditions, floods, riots, rebellion, terrorist acts, or sabotage.

13. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by Authority and County. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representative, successors and assigns. This Agreement may be executed (i) in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement, and (ii) via facsimile or scanned email transmission, with the original executed version to be delivered within three (3) days by a nationally recognized commercial mail courier. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Authority and County do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closings and during the Term of this Agreement. This Agreement shall be interpreted under the laws of the State of Florida. Any claims, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof, except for

claims which have been waived pursuant to this Agreement, if not settled in a manner mutually agreeable to both County and Authority, shall be brought exclusively in the Circuit Court of the Ninth Judicial District in and for Orange County, Florida and the Parties consent to venue and jurisdiction therein.

14. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, however the material provisions of this Agreement are dependent upon one another and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore should any material term or provision of this Agreement be held invalid or unenforceable the party protected by such provision may demand that the parties negotiate such reasonable alternate contract language as may be necessary to restore that party to its previous position or mitigate its loss.

15. **Attorneys' Fees.** In the event of any dispute hereunder, or of any action to interpret or enforce this Agreement, any provision hereof, or any matter arising here from, the predominately prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, and other professional fees, and costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal.

16. **FAA Civil Rights.** The County assures that it will comply with all the "Non Discrimination Requirements, and the "Non-Discrimination Regulations", all as set forth in "Exhibit C" for construction and/or operation activities occurring on any portion of the Property.

17. **Public Entity Crimes Act.** County represents that it is familiar with the terms and conditions of Section 287.133, Florida Statutes, and County further acknowledges receipt of the following notice:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months from the date of being placed on the convicted vendor list.

[SIGNATURES OF PARTIES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, County and Authority and City have caused this Agreement to be executed as of the dates set forth below.

TWO WITNESSES:

**GREATER ORLANDO AVIATION
AUTHORITY**

(1) _____
Printed Name: _____

By: _____
Phillip N. Brown, A.A.E., Executive Director
Date: _____, 201__

(2) _____
Printed Name: _____

ATTEST:

Dayci S. Burnette-Snyder, Assistant Secretary

APPROVED AS TO FORM AND LEGALITY
On the _____ day of _____, 201__ for the use
and reliance of the Greater Orlando Aviation
Authority, only.

Marchena and Graham, P.A., Counsel

By: _____
Marchena and Graham, P.A.

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by Phillip N. Brown, who represented to me that he is the Executive Director of the Greater Orlando Aviation Authority authorized to act on behalf of the same. He is (check one) _____ personally known to me, or _____ has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

TWO WITNESSES:

CITY OF ORLANDO, FLORIDA

(1) _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____
Date: _____, 201__

(2) _____
Printed Name: _____

ATTEST: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM AND LEGALITY FOR
THE USE AND RELIANCE OF THE CITY OF
ORLANDO, ONLY, THIS ____ DAY OF
_____, 201__.

By: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
201__, by _____, who represented to me that he/she is the
_____ of _____ authorized to act on behalf of
the same. He/she is (check one) ____ personally known to me, or ____ has produced
_____ as identification.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

ORANGE COUNTY, FLORIDA, BUYER

BY: _____
Russell Corriveau, Its Agent

DATE: _____

EXHIBIT "A"
THE PROPERTY

A PORTION OF SECTIONS 16 AND 17, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE N89°00'27"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 1873.46 FEET TO THE POINT BEGINNING; THENCE CONTINUE N89°00'27"W ALONG SAID SOUTH LINE, A DISTANCE OF 0.90 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF BOGGY CREEK ROAD PER DEED BOOK 402, PAGE 371, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE RUN N55°15'25"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 234.63 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF BOGGY CREEK ROAD PER OFFICIAL RECORDS BOOK 9720, PAGE 4706, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE CONTINUE ALONG THE NORTHEASTERLY RIGHT OF WAY OF BOGGY CREEK ROAD PER OFFICIAL RECORDS BOOK 9720, PAGE 4706, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA THE FOLLOWING SEVEN (7) COURSES; N34°44'35"E, A DISTANCE OF 10.00 FEET; THENCE N55°15'25"W, A DISTANCE OF 700.00 FEET; THENCE N34°44'35"E, A DISTANCE OF 15.00 FEET; THENCE N55°15'25"W, A DISTANCE OF 145.00 FEET; THENCE S34°44'35"W, A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N55°15'25"W, A DISTANCE OF 600.00 FEET; THENCE S34°44'35"W, A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE PER DEED BOOK 402, PAGE 371, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE FOLLOWING THREE (3) COURSES; N55°15'25"W, A DISTANCE OF 37.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1178.74 FEET, A CENTRAL ANGLE OF 16°40'19", A CHORD BEARING OF N63°35'35"W AND CHORD DISTANCE OF 341.78 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 342.99 FEET TO A POINT OF TANGENCY; THENCE N71°55'42"W, A DISTANCE OF 520.31 FEET TO A POINT ON THE SOUTH LINE OF A 25 FOOT UNNAMED PLATTED RIGHT OF WAY PER THE PLAT OF VERHOVAY COLONY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK Q, PAGE 16, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE RUN S89°50'23"E ALONG SAID PLATTED RIGHT OF WAY, A DISTANCE OF 195.09 FEET; THENCE DEPARTING SAID PLATTED RIGHT OF WAY LINE RUN S71°55'42"E, A DISTANCE OF 334.69 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1238.74 FEET, A CENTRAL ANGLE OF 16°40'17", A CHORD BEARING OF S63°35'33"E AND CHORD DISTANCE OF 359.17 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 360.44 FEET TO A POINT OF TANGENCY; THENCE RUN S55°15'25"E, A DISTANCE OF 905.51 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3879.72 FEET, A CENTRAL ANGLE OF 06°33'28", A CHORD BEARING OF S51°58'41"E AND CHORD DISTANCE OF 443.81 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 444.05 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3759.72 FEET, A CENTRAL ANGLE OF 05°38'20", A CHORD BEARING OF S51°31'07"E AND CHORD DISTANCE OF 369.88 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 370.03 FEET TO THE POINT OF BEGINNING.

CONTAINS: 2.243 ACRES MORE OR LESS.

EXHIBIT "B"
THE DUE DILIGENCE CONTINGENCY

I. Orange County may obtain a report ("Environmental Survey") by a qualified consultant or consultants, including members of Orange County's own professional staff, (the "Consultants"), within ninety (90) days from contract effective date. Such Environmental Survey may include, but not be limited to, the following (all of which shall hereinafter be collectively referred to as the "Environmental Exceptions")

- (i) Contamination of the "Property" (which term shall hereinafter be deemed to include any buildings or structures located thereon) by hazardous materials;
- (ii) Apparent violation of environmental requirements upon or associated with activities upon the Property;
- (iii) The presence of any endangered or threatened species or plant life on the Property;
- (iv) Whether the Property has any historical or archeological significance;
- (v) Potential incurrence of environmental damages by the owner(s) or operator(s) of the Property

The Environmental Survey may include, without limitation, the results of:

- (a) A site inspection;
- (b) Interviews of present occupants of the Property;
- (c) A review of public records concerning the Property and other properties in the vicinity of the Property;
- (d) A review of aerial photographs of the Property and other evidence of historic land uses;
- (e) Soil and/or ground water testing and/or analysis;
- (f) Asbestos testing and/or analysis;
- (g) Testing and/or analysis of any other apparently applicable environmental hazard or condition;
- (h) Building inspection

The Environmental Survey shall include, (if determined by the Consultants) the estimated cost of cure and period of time required to remediate any Environmental Exceptions.

II. The Environmental Survey may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Seller which do not impede the performance of the Environmental Survey. The consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing and take such samples as may be necessary in the reasonable opinion of the Consultants to conduct the Environmental Survey.

III. SELLER will cooperate with the Consultants and supply to the Consultants such historical and operational information as may be reasonably requested by the Consultants, including any notices, permits, or other written communications pertaining to possible Environmental Exceptions, and including without limitation, any studies, or reports prepared by, or for SELLER, or furnished to SELLER, or its agents, or consultants, and SELLER will make available to the Consultants any persons known to have knowledge of such matters. Orange County shall hold the Environmental Survey and any written materials furnished to it by SELLER confidential except as required by law.

IV. If the Environmental Survey reveals any Environmental Exceptions, or if the other testing reveals any condition to the property which Orange County deems to require further evaluation, then, this purchase agreement is automatically extended an additional ninety (90) days for further testing. If the environmental survey or testing results are unacceptable to Orange County, then, this purchase agreement shall be terminated upon notice to SELLER of such unacceptability with no party to this purchase agreement having any further liability to any other.

EXHIBIT "C"
FAA REQUIRED CONTRACT PROVISIONS

GENERAL CIVIL RIGHTS PROVISIONS

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

This provision binds County until the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Compliance with Nondiscrimination Requirements

During the performance of this contract, County, for itself, its assignees, and successors in interest (hereinafter referred to as "County") agrees as follows:

1. **Compliance with Regulations:** County (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** County, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. County will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by County for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by County of County's obligations under this contract and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** County will provide all information and reports required by the Acts, the Regulations, and directives issues pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of County is in the exclusive possession of another who fails or

refuses to furnish the information, County will so certify to Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of County's noncompliance with the non-discrimination provisions of this contract, Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to County under the contract until County complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** County will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. County will take action with respect to any subcontract or procurement as Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if County becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, then County may request Authority to enter into any litigation to protect the interests of Authority. In addition, County may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, County, for itself, its assignees, and successors in interest (hereinafter referred to as "**County**") agrees to comply with the following non-discrimination statutes and authorities including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination of Act of 1975, as amended, (42 U.S.C. §6101 *et seq.*), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Airlines, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*);
- Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Non-discrimination in Airport Aid Program.