

This instrument prepared by:
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DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made collectively by the **CITY OF ORLANDO**, a Florida Municipal Corporation existing under the laws of the State of Florida with a principal address of 400 South Orange Avenue, Orlando, FL 32801 corporation (hereinafter "**CITY**"), and the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter "**AVIATION AUTHORITY**"), an agency of the City of Orlando, existing as an independent district under the laws of the State of Florida with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 (**AVIATION AUTHORITY** and the **CITY** shall collectively be referred to as "**GRANTOR**") and the **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**, an executive department of the State of Florida, duly established, organized, and existing under, and by virtue of, the laws of the State of Florida, and having its principal place of business at 3900 Commonwealth Boulevard, Tallahassee, FL 32399 (hereinafter "**FDEP**").

RECITALS

- A. CITY is the fee simple owner of that certain real property situated in the County of Orange, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Restricted Property").
- B. The AVIATION AUTHORITY operates and controls the Restricted Property pursuant to the Amended and Restated Operation and Use Agreement dated August 31, 2015, between the CITY and the AVIATION AUTHORITY.
- C. The FDEP Facility Identification Number for the Restricted Property is 48-9810404. The facility name at the time of this Declaration is Greater Orlando Aviation Authority - Airside #1 Electrical Vault. This Declaration addresses the discharge that was reported to the FDEP on April 12, 2008.

D. The discharge of petroleum products on the Restricted Property is documented in the following reports that are incorporated by reference:

1. *Soil Source Removal Letter Report dated April 10, 2008, submitted by Nodarse & Associates, Inc.; and*
2. *Site Assessment Report dated October 28, 2008, submitted by AECOM; and*
3. *Supplemental Site Assessment Report dated August 24, 2009; and*
4. *Groundwater Sampling Report dated September 7, 2017, submitted by AECOM.*

E. The reports noted in Recital D set forth the nature and extent of the contamination described in Recital C that is located on the Restricted Property. These reports confirm that contaminated soil and groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Restricted Property. Also, these reports document that the groundwater contamination does not extend beyond the Restricted Property boundaries, that the extent of the groundwater contamination does not exceed 1/4 acre, and the groundwater contamination is not migrating.

F. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Restricted Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

G. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of petroleum products' chemicals of concern increase above the levels approved in the Order, or if a subsequent discharge occurs at the Restricted Property, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. 48 9810404, can be found by contacting the appropriate FDEP district office or Tallahassee program area.

H. GRANTOR deems it desirable and in the best interest of all present and future owners of the Restricted Property that an Order be obtained and that the Restricted Property be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes on the Restricted Property the following restrictions.

a. i. There shall be no use of the groundwater under the Restricted Property. There shall be no drilling for water conducted on the Restricted Property, nor shall any wells be installed on the Restricted Property other than monitoring or other wells pre-approved in writing by FDEP's Division of Waste Management (DWM) in addition to any authorizations required by the Division of Water Resource Management (DWRM) and the Water Management District (WMD).

a.ii. For any dewatering activities on the Restricted Property a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated.

a.iii. Attached as Exhibit B, and incorporated by reference herein, is a Survey identifying the size and location of existing stormwater swales, stormwater detention or retention facilities, and ditches on the Restricted Property. Such existing stormwater features shall not be altered, modified or expanded, and there shall be no construction of new stormwater swales, stormwater detention or retention facilities or ditches on the Restricted Property without prior written approval from FDEP's DWM in addition to any authorizations required by the DWRM and the WMD. A revised exhibit must be recorded when any stormwater feature is altered, modified, expanded, or constructed.

b. Excavation and construction below ground surface is not prohibited on the Restricted Property provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-780, F.A.C., and any other applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas. For any dewatering activities, a plan pre-approved by FDEP's Division of Waste Management must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated. Nothing in this Declaration shall prevent, limit or restrict any excavation or construction at or below the surface outside the boundary of the Restricted Property.

c. The following uses of the Restricted Property are prohibited: agricultural use of the land including forestry, fishing and mining; hotels or lodging; recreational uses including amusement parks, parks, camps, museums, zoos, or gardens; residential uses, and educational uses such as elementary or secondary schools, or day care services. These prohibited uses are specifically defined by using the North American Industry Classification System, United States, 2012 (NAICS), Executive Office of the President, Office of Management and Budget. The prohibited uses by code are: Sector 11 Agriculture, Forestry, Fishing and Hunting; Subsector 212 Mining (except Oil and Gas); Code 512132 Drive-In Motion Picture Theaters; Code 51912 Libraries and Archives; Code 53111 Lessors of Residential Buildings and Dwellings; Subsector 6111 Elementary and Secondary Schools;

Subsector 623 Nursing and Residential Care Facilities; Subsector 624 Social Assistance; Subsector 711 Performing Arts, Spectator Sports and Related Industries; Subsector 712 Museums, Historical Sites, and Similar Institutions; Subsector 713 Amusement, Gambling, and Recreation Industries; Subsector 721 Accommodation (hotels, motels, RV parks, etc.); Subsector 813 Religious, Grantmaking, Civic, Professional, and Similar Organizations; and Subsector 814 Private Households.

3. In the remaining paragraphs, all references to “GRANTOR” and “FDEP” shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon, over and through and access to the Restricted Property at reasonable times and with reasonable notice to GRANTOR. Given the nature of the airport property and the need for security, any visits by FDEP would require standard TSA clearances and would need to be arranged in advance with the Authority.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Restricted Property, run with the land and with the title to the Restricted Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Restricted Property or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP’s rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Restricted Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Restricted Property.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall record this Declaration, and GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Restricted Property, GRANTOR agrees to notify in writing all proposed tenants of the Restricted Property of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the public records of the county in which the

land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names as of the date first above written.

“CITY”

CITY OF ORLANDO, FLORIDA,

BY THE MAYOR OF THE CITY OF
ORLANDO, FLORIDA:

Mayor

Date

ATTEST, BY THE CLERK OF THE
CITY COUNCIL OF THE CITY OF
ORLANDO, FLORIDA:

City Clerk

Print Name

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF ORLANDO, FLORIDA:

Assistant City Attorney

Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____,
2018 by Buddy Dyer and Denise Aldridge, the Mayor and City Clerk, respectively, of the
City of Orlando, Florida, who are both personally known to me.

Printed Name:_____

(Notary Seal) Notary Public, State of _____

Commission No._____

My commission expires:

WITNESSES:

Sign Name:_____

Print Name: _____

Sign Name: _____

Print Name: _____

**“AVIATION AUTHORITY”
GREATER ORLANDO AVIATION
AUTHORITY**

ATTEST:

Dayci S. Burnette-Snyder,
Assistant Secretary

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

Date: _____, 2018

APPROVED AS TO FORM AND LEGALITY
this ____ day of _____, 2018,
for the use and reliance by the GREATER
ORLANDO AVIATION AUTHORITY, only.

Signed, sealed and delivered in the presence of:

Witness: _____ Date: _____
Print Name: _____

Witness: _____ Date: _____
Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2018, by Phillip N. Brown as the executive director of the Greater Orlando Aviation
Authority.

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

Signature of Notary Public

Print Name of Notary Public

Commission No. _____

Commission Expires: _____

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel _____.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this _____ day of _____, 2018.

**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

By: _____
Name: _____
Title: _____
Division of Waste Management
Petroleum Restoration Program

Signed, sealed and delivered in the presence of:

Witness: _____ Date: _____
Print Name: _____

Witness: _____ Date: _____
Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as representative for the Florida Department of Environmental Protection.

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

Signature of Notary Public

Print Name of Notary Public

Commission No. _____

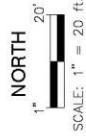
Commission Expires: _____

EXHIBIT "A"

[LEGAL DISCRIPTION]

A 50.00 FEET DIAMETER CIRCLE, WITH THE 25.00 FEET RADIUS POINT BEING LOCATED AT N:1490529.731, E:555334.638 ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983(NAD83), SAID RADIUS POINT ALSO BEING THE CENTER OF EXISTING SITE MONITORING WELL MW-6R, LYING AT THE ORLANDO INTERNATIONAL AIRPORT, AIRSIDE 1.

1. THIS SURVEY MAP REPRESENTS A SPECIFIC PURPOSE SURVEY.
2. THIS SURVEY MAP IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.
3. THIS SURVEY MAP IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.
4. THE WRITTEN CONSENT OF THE SINKING PARTY IS STRICTLY PROHIBITED.
5. COORDINATES SHOWN HEREON ARE ON THE FLORIDA STATE PLATE COORDINATE SYSTEM.
6. THE CONTOUR ELEVATION HEREON ARE ON AN AVERAGE VERTICAL DATUM AND ORIGINATED FROM NGS STATION "GS 0750 JAMES GOWDN 1" WITH A PUBLISHED ELEVATION OF 88'-48" NAVD83.
7. THE SURVEY LOCATIONS WERE CONDUCTED AS PART OF THIS SURVEY.
8. LAST FIELD WORK ON FEBRUARY 26, 2018.



DESCRIPTION FROM ORANGE COUNTY PROPERTY APPRAISOR	OVERALL PROPERTY DESCRIPTION

OVERALL PROPERTY DESCRIPTION

Property Description

[illegible]

Total I and Area

443,085,569 soft (+/-)	1	10286.63 acres (+/-)
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GIS Calculated

(E) ELECTRIC MAN HOLE (W) MONITORING WELL
 (M) METAL LIGHT POLE
 BOLLARD ELEVATION/GROUND SHOT
 100.00

PROJECT SITE DESCRIPTION

A 50.00 FEET DIAMETER CIRCLE, WITH THE 25.00 FEET RADIUS POINT BEING LOCATED AT N:1490529.731, E:565334.638 ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983(NAD83). SAID RADIUS POINT ALSO BEING THE CENTER OF EXISTING SITE MONITORING WELL MW-SR, LYING AT THE ORLANDO INTERNATIONAL AIRPORT, AIRSIDE.



VIVID
CONSULTING GROUP

VIVID CONSULTING GROUP
LICENSED BUSINESS NO. 8242
ENGINEERING • SURVEYING & MAPPING
 2902 W Lutz Lake Fern Rd, Tampa, Florida 33558

Marcus N Hall Jr.
Professional Surveyor and Mapper
Florida License No. 62765

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