

DEED OF RELEASE

THIS AGREEMENT, made this 5th day of December, 1963, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of the Federal Aviation Agency, under and pursuant to the powers and authority contained in the provisions of Public Law 311, 81st Congress, (63 Stat. 700), party of the first part, and the CITY OF FORT LAUDERDALE, a municipal corporation, existing under the laws of the State of Florida, party of the second part;

WITNESSETH: That,

WHEREAS, the UNITED STATES OF AMERICA, acting by and through the War Assets Administration, under and pursuant to the powers and authority contained in Reorganization Plan One of 1947 (12 Fed. Reg. 4534), and the Surplus Property Act of 1944 (58 Stat. 765), as amended, by instrument entitled Quitclaim Deed dated March 11, 1947, did remise, release, and forever quitclaim to the City of Fort Lauderdale, its successors and assigns, all rights, title and interest of the UNITED STATES OF AMERICA in and to certain property described therein, and formerly known as West Prospect Field, subsequently known as Fort Lauderdale Municipal Airport and now referred to as Fort Lauderdale Executive Airport, subject to certain terms, conditions, exceptions, reservations, restrictions, and rights of reversion; said Quitclaim Deed being recorded in the Public Records of Broward County, Florida, in Deed Book 579, page 130, reference being hereto made to said recorded instrument as if fully set out herein; and,

WHEREAS, the UNITED STATES OF AMERICA, by a Release, dated May 29, 1957, and recorded in Deed Book 1181, Page 523, of the public records of Broward County, did release the lands described therein from the national emergency use provision of said Quitclaim Deed; and,

WHEREAS, the UNITED STATES OF AMERICA, by a second Release, dated October 28, 1958, and recorded in Deed Book 1370, Page 351, of the public records of Broward County, did release and redefine certain obligations of the City of Fort Lauderdale, under said Quitclaim Deed, with respect to the maintenance of certain facilities described in said Release; and,

WHEREAS, the City of Fort Lauderdale desires to sell the hereinafter described property, as being excess to the aeronautical needs of the airport, in order to obtain funds for aeronautical capital improvements to the airport; and

WHEREAS, the City of Fort Lauderdale has requested the UNITED STATES OF AMERICA to release the hereinafter described property from all of the terms, conditions, exceptions, reservations, restrictions, and rights of reversion of said Quitclaim Deed; and,

WHEREAS, the Administrator of the Federal Aviation Agency, under and pursuant to the powers and authority contained in Public Law 311 (63 Stat. 700) is authorized to grant a release from any of the terms, conditions, exceptions, reservations, restrictions, and rights of reversion contained in, and to convey, quitclaim, or release any right or interest reserved to the UNITED STATES OF AMERICA by any instrument of disposal under which surplus airport property was conveyed to a non-Federal public agency pursuant to Section 13 of the Surplus Property Act of 1944 (58 Stat. 765); and,

WHEREAS, the Administrator of the Federal Aviation Agency has determined that the release of the property hereinafter described from all terms, conditions, exceptions, reservations, restrictions, and rights of reversion set forth in said Quitclaim Deed will not prevent accomplishment of the purpose for which said property was made subject to such terms, conditions, exceptions, reservations, restrictions, and rights of reversion, and is necessary to protect or advance the interests of the UNITED STATES OF AMERICA in civil aviation;

NOW, THEREFORE, for the considerations herein expressed and in consideration of the benefits to accrue to the UNITED STATES OF AMERICA and to civil aviation, the parties hereto agree as follows:

1. The UNITED STATES OF AMERICA, acting by and through the Administrator of the Federal Aviation Agency, under and pursuant to the powers and authority contained in Public Law 311 (63 Stat. 700) and applicable laws, regulations and orders, hereby releases the following described property:

The Northwest quarter (NW 1/4) of the Southeast quarter (SE 1/4); and the Northeast quarter (NE 1/4) of the Southwest quarter (SW 1/4); and the East 150 feet of the Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4), of Section 16, Township 49 South, Range 42 East, Broward County, Florida, and excepting therefrom the right-of-way for Northwest 50th Street and the right-of-way for Northwest 15th Avenue as now located and existing over and across said lands, and containing approximately 81.31 acres, all as shown on the survey dated July 19, 1963 and revised August 29, 1963 attached hereto as Exhibit A and hereby made a part hereof.

from all of the terms, conditions, exceptions, reservations, restrictions and rights of reversion set forth in said Quitclaim Deed.

2. The release of the above described land is subject to the following terms and conditions:

(a) That this Deed of Release is given specifically to permit the City of Fort Lauderdale, Florida, to sell and convey the above described real property to the John Oster Manufacturing Co., a corporation organized and existing under the laws of the State of Wisconsin, only for use compatible with light, clean industry substantially conforming to Broward County light industrial M-1 Zoning, for a fully paid cash consideration of \$123,000.00.

(b) That, the deed, so conveying the above described land to the John Oster Manufacturing Co., shall include the following provisions:

~~"The Grantor reserves, for the use and benefit of the public, right of flight for the unobstructed and unrestricted passage of aircraft in the airspace above the above described land at any altitude or height above the respective flight surfaces, over the above described land, as shown on Exhibit B attached hereto and hereby made a part hereof, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used."~~

~~"The Grantee agrees, by the acceptance of this conveyance and for itself, its successors and assigns: (1) that it will not erect or permit the erection or growth, of any structure, tree or other object, within that portion, of the above described land, bounded by the lines B-C, C-D and B-D as shown on said Exhibit B to a height exceeding forty feet <sup>above</sup> Mean Sea Level; (2) that it will not erect or permit the erection or growth, of any structure, tree or other object, within that portion, of the above described land, bounded by the lines A-B, B-D, D-E, E-F and A-F, to a height above the respective flight surfaces over said portion as shown on said Exhibit B; and that it will not conduct or permit any activity (including but not limited to glaring lights or electronic interference) upon the above described land that will interfere with the safe operation of aircraft using said airspace or taking off or landing at the said airport."~~

*Handwritten:* [Signature]

"The Grantor reserves the continuing right to take any action it considers necessary to protect the airspace above the said flight surfaces against obstruction and to prevent the Grantee from erecting, or permitting to be erected any building or other structure, or permitting the growth of any tree or other object, into the airspace above the said flight surfaces and to remove from said airspace any and all structures, trees or other objects that may at any time project or extend above said flight surfaces, and to prevent the Grantee from conducting, or permitting, ~~any activity upon the above-described land that will interfere with the safe operation of aircraft using said airspace or taking off or landing at said airport, together with the right of ingress to, egress from, and passage over the above-described land,~~ <sup>or such</sup> ~~purposes~~; provided, however, that the Grantor/<sup>first,</sup> shall have notified the Grantee in writing of the existence of any such obstruction to said flight surfaces or of any such activity, and the Grantee shall have failed to remove such obstruction or shall have failed to discontinue such activity within fifteen days after receipt of such notice."

*Handwritten:* [Signature]

(c) That, the City of Fort Lauderdale shall promptly pay over said consideration of ~~(\$123,000)~~ for the said sale of the above-described land, into the Fort Lauderdale Executive Airport Capital Development Fund and the City of Fort Lauderdale does hereby pledge to, and does hereby agree and covenant to pay promptly upon receipt thereof to said Fund all ad valorem real estate and personal property taxes relating to the above described property and to be collected by the City of Fort Lauderdale henceforth for the duration of the said Quitclaim Deed; it being specifically understood and agreed that no exemption shall be allowed or granted with respect to the assessed value of said real estate or personal property or to said ad valorem real estate taxes or to said personal property taxes, and further that whenever the aggregate of said real estate and personal property taxes shall amount to less than \$12,000.00 in any one year, the difference between said aggregate and said \$12,000.00 shall be paid promptly by the City of Fort Lauderdale into the said Airport Capital Development Fund from the General Fund of the City of Fort Lauderdale. The said pledged moneys shall be used only for such items of airport development relating to aeronautical activities as shall be approved in advance in writing by the Federal Aviation Agency, it being understood and agreed that the City of Fort Lauderdale shall proceed diligently and in good faith in the development of said Fort Lauderdale Executive Airport in accordance with the Airport Master Plan dated November 7, 1963 as approved by the Federal Aviation Agency, or such later revision thereof approved by the Federal Aviation Agency. The pledging of such moneys may be suspended at such time or times and for such period or periods of time upon a prior written determination by the Federal Aviation Agency that the then accumulated pledged moneys are sufficient or that lesser future pledge moneys will be sufficient for the then contemplated further development of the aeronautical activities of said airport as then approved by the Federal Aviation Agency.

*Handwritten:* [Signature]

(d) ~~That, the obligations of the City of Fort Lauderdale under subparagraphs "(a)" and "(b)" of the paragraph number "2" above shall cease upon compliance therewith.~~

*Handwritten:* [Signature]

(e) That, the obligations of the City of Fort Lauderdale under subparagraph "(c)" of the paragraph numbered "2" above shall not be deemed an encumbrance upon, nor a covenant running with, the above described land hereby released; nor shall the said John Oster Manufacturing Co., as such grantee, be obligated in any way regarding the application by the City of Fort Lauderdale of the funds described in said subparagraph "(c)".

(f) That, the obligations of the City of Fort Lauderdale under sub-paragraph "(c)" of the paragraph numbered "2" above are hereby specifically made covenants running with such of the land described in said Quitclaim Deed remaining after this release of the above described property, in addition to and subject to the terms, conditions, exceptions, reservations, restrictions and rights of reversion set forth in said Quitclaim Deed and not heretofore released.

By its acceptance of this Deed of Release, the City of Fort Lauderdale hereby covenants and agrees, for itself, its successors and assigns, to comply with and observe all of the conditions and limitations thereof.

IN WITNESS WHEREOF, THE UNITED STATES OF AMERICA has caused these presents to be executed in its name and on its behalf by the Chief, Airports Division, Southern Region, Federal Aviation Agency, and the City of Fort Lauderdale has caused these presents to be executed in its name and on its behalf by its Mayor-Commissioner and City Manager, all as of the day and year first above written.

UNITED STATES OF AMERICA  
The Administrator of the Federal  
Aviation Agency

By [Signature]  
Chief, Airports Division, Southern Region

CITY OF FORT LAUDERDALE, FLORIDA

By [Signature]  
Mayor-Commissioner

By [Signature]  
City Manager

WITNESSES:

[Signature]  
[Signature]

Approved:

[Signature]  
City Attorney



STATE OF GEORGIA }  
COUNTY OF FULTON }

On this 5 day of December, 1963, before me, \_\_\_\_\_, a Notary Public in and for the County of Fulton, State of Georgia, personally appeared \_\_\_\_\_ known to me to be the Chief, Airports Division, Southern Region, Federal Aviation Agency, and known to me to be the person whose name is subscribed to the within instrument and who acknowledged that he executed the same on behalf of the Administrator of the Federal Aviation Agency and the United States of America.

WITNESS my hand and official seal.



W. Houston  
Notary Public in and for said County and State

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, a Notary Public in and for Broward County, Florida, on this day personally appeared M. R. Young, R. H. Bubier, and Marie L. Crow, respectively Mayor-Commissioner, City Manager, and City Clerk of the City of Fort Lauderdale, Florida, known to me to be the persons whose names are subscribed to the foregoing instrument, and known to me to be the Mayor-Commissioner, City Manager, and City Clerk of the City of Fort Lauderdale, Florida, and acknowledged to me that they executed the foregoing instrument for the purposes expressed therein as the free act and deed of the City of Fort Lauderdale, Florida, and caused to be affixed thereto the official seal of the City of Fort Lauderdale, Florida, and the said instrument is the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal at Fort Lauderdale, Florida, this 13<sup>th</sup> day of December, 1963.



Betty G. Williams  
Notary Public, in and for Broward County, Florida

My Commission Expires: \_\_\_\_\_  
Notary Public, State of Florida at Large  
My Commission Expires Oct. 24, 1965  
Bonded by American Surety Co. of N. Y.

cf Book 273  
Page 279

1/11/67

PLEDGE AGREEMENT

WHEREAS, the City of Fort Lauderdale, Florida, hereinafter referred to as the "City", is desirous of selling to John Oster Manufacturing Co., the certain tract of land hereinafter described (and hereinafter referred to as the "property") and now comprising a part of Fort Lauderdale Executive Airport, (hereinafter referred to as the "Airport"); and

WHEREAS, the United States of America, acting by and through the Administrator of the Federal Aviation Agency (hereinafter referred to as "FAA"), has issued a Deed of Release dated December 5, 1963 for said property conditioned, in part, upon the City of Fort Lauderdale's pledge to the Airport Capital Development Fund of ad valorem real estate and personal property taxes relating to such property and collected by the City;

NOW, THEREFORE, in consideration of such issuance of said Deed of Release and in supplementation of said Deed of Release, it is hereby agreed by and between the City and the FAA as follows:

1. That, conditioned upon the sale of such property by the City to John Oster Manufacturing Co. for a fully paid cash consideration of \$123,000, the City does hereby agree to promptly pay over said consideration of \$123,000 into the Fort Lauderdale Executive Airport Capital Development Fund and does hereby pledge to said Fund all ad valorem real estate and personal property taxes relating to such property and to be collected by the City henceforth for the duration of the Quitclaim Deed dated March 11, 1947 by which the United States conveyed the airport to the City; it being specifically understood and agreed that no exemption shall be allowed or granted with respect to the assessed value of said real estate or personal property or to said ad valorem real estate taxes or to said personal property taxes, and further, that whenever the aggregate of said real estate and personal property taxes shall amount to less than \$12,000 in any one year the difference between said aggregate and said \$12,000 shall be paid promptly by the City into the said Airport

Capital Development Fund from the City's General Fund.

2. The pledged moneys shall be used only for such items of airport development relating to aeronautical activities as shall be approved in advance in writing by the FAA, it being understood and agreed that the City shall proceed diligently and in good faith in the development of the airport in accordance with the Airport Master Plan and Approach Plan bearing date of November 7, 1963 as approved by the FAA or such later revision thereof approved by the FAA. The City shall furnish a written schedule of proposed development to the FAA, periodically or upon 30 days written request by the FAA. Said schedule shall list items of development in the proposed order of priority of accomplishment, shall describe fully the nature and estimated cost of each improvement, shall state the estimated time of commencement and completion of each improvement to the extent the same may be reasonably determinable, and shall provide a plan sheet of each improvement. The FAA shall evaluate the proposed development as to aeronautical necessity, aircraft operations safety, and benefit to civil aviation and shall notify the City in writing of its approval of any items, of its approval of any items as revised by the FAA, of its disapproval of any items, and of its approved order of priority. Upon receipt of such notification by FAA, the City shall proceed to accomplish the FAA approved items within available funds accruing from the pledged moneys. Upon failure of the City to nominate proposed items of development or to nominate proposed items of development acceptable to the FAA, the FAA may designate items of development in writing to the City and thereupon the City shall diligently accomplish the same by application of then accumulated pledged moneys and of subsequently accruing pledged moneys to the extent necessary.

3. The pledging of such moneys may be suspended at such time or times and for such period or periods of time upon a prior written determination by the FAA that the then accumulated pledged moneys are sufficient or that lesser future pledge moneys will be sufficient for the then contemplated further development of the

aeronautical activities of the airport as then approved by the FAA.

4. The legal description of said property, which is the subject of said Deed of Release and which is intended to be sold to said John Oster Manufacturing Co., is as follows:

The Northwest quarter (NW $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ); the Northeast quarter (NE $\frac{1}{4}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ); the East 150 ft. of the Northwest quarter (NW $\frac{1}{4}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) of Section 16, Township 49 South, Range 42 East, Broward County, Florida, excepting therefrom the right-of-way for Northwest 50th Street and the right-of-way for Northwest 15th Avenue as now located and existing over and across said lands, containing approximately 81.31 acres.

5. Such pledge and this agreement shall be continuously binding upon the City Commission and the City of Fort Lauderdale for the period described herein.

6. This agreement shall automatically terminate if the said proposed sale of said property has not been so consummated, within four (4) weeks of the date hereof.

7. The term "Federal Aviation Agency" shall be deemed to mean also the successor in function thereof.

DATED this 10<sup>th</sup> day of December, 1963.

WITNESSES:

Helen R. Jennings

Betty G. Williams

CITY OF FORT LAUDERDALE, FLORIDA

By 1st M. R. Young  
Mayor-Commissioner

By 1st R. H. Bubier  
City Manager

Approved as to form:

1st C. Shelby Dale  
City Attorney

ATTEST:

1st Marie L. Crow  
City Clerk

(SEAL)