

**EXHIBIT A**  
**CONVEYANCE AND RELEASE AGREEMENT**

This CONVEYANCE AND RELEASE AGREEMENT ("Agreement") is executed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ ("Property Owner"), with a mailing address of \_\_\_\_\_, in favor of BROWARD COUNTY, a political subdivision of the state of Florida, with a mailing address of 115 South Andrews Avenue, Suite 409, Fort Lauderdale, Florida 33301 ("County").

W I T N E S S E T H:

WHEREAS, County is the owner of the Fort Lauderdale-Hollywood International Airport located in Broward County, Florida (the "Airport"); and

WHEREAS, Property Owner is the owner of certain property located in Broward County, Florida, as described on **Exhibit A**, attached hereto and made a part hereof (the "Property"); and

WHEREAS, Property Owner desires to participate in the County's Voluntary Sales Assistance Program (the "Sales Assistance Program"), a Federal Aviation Administration approved noise mitigation program; and

WHEREAS, under the County's Sales Assistance Program, eligible residential property owners whose property lies within certain defined Airport noise impacted areas may receive a payment from the County in return for execution of a Conveyance and Release Agreement by the property owner; and

WHEREAS, Property Owner has elected to participate in the County's Sales Assistance Program;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. In consideration of Property Owner's receipt from the County of a payment of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "County Payment"), the Property Owner does hereby grant and convey to the County, to have and to hold same, for its use and benefit as owner and operator of the Airport, the property interests and rights included in this Conveyance and Release Agreement (the "Agreement"), for the uses hereinafter described, together with all tenements, hereditaments, privileges, rights of reverter, servitudes, and all other rights appurtenant to the property interests and rights in the Property that are hereby granted by Property Owner to the County. This Agreement shall be recorded against the Property. This Agreement shall run with the Property for the benefit of the County, its commissioners, officers, agents, servants, employees, lessees, successors and assigns, and all persons

and entities claiming through or under any of the foregoing (all of the foregoing being collectively referred to as, "County"), until said Airport shall cease to be used for airport purposes.

3. The Property Owner, for and in consideration of receipt of the County Payment hereby grants, covenants, and agrees as an appurtenance to the Property, as follows:

(a) The County shall have a continuing and perpetual public right of free, unrestricted, and unobstructed flight, passage, operation, and navigation by aircraft of any and all kinds, construction, size, and character existing now or in the future over and above the Property, together with the right to commit such intrusions upon and against the airspace and upon and against the Property as are appurtenant to the flight of aircraft over, through, and above the Property and the taking off and landing of aircraft at the Airport. Property Owner agrees that Property Owner, its heirs, personal representatives, successors, agents, assigns, and all persons and entities acquiring title to, or use of, any interest in the Property, or any portion of said Property, including without limitation, tenants, cohabitants, guests and invitees, and all persons and entities claiming through or under any of the foregoing (all of the foregoing being collectively referred to as, "Property Owner") shall have no right to, and hereby waive and release all right to receive any damages from the County on account of noise, vibrations, aircraft lights, fumes, dust or other particulate matter, fuel particles, fear, interference with sleep, enjoyment and communication and any and all other effects that may be alleged to be incident to or resulting from any aircraft flying over the Property, or from the operation of aircraft landing or taking off or operating lawfully from the Airport. Property Owner does hereby waive and release the County of and from any and all claims, demands, debts, liabilities and causes of action of every kind or nature which Property Owner now has, has ever had, or may have in the future including, but not limited to, damages to the Property or persons or property thereon, due to any of the effects, activities, and incidents described above. The Property Owner hereby agrees that aircraft of any and all kinds as may, now or in the future use the Airport, shall have a continuing public right of free, unrestricted, and unobstructed flight over, through, and across the airspace over the Property together with the right to cause such effects upon the Property as may normally result from the over flight of aircraft and the taking off and landing of aircraft at the Airport, or resulting from any use of the Airport whatsoever that is consistent with the maximum theoretical use of the existing runways at the Airport and the proposed maximum theoretical use of the expanded 10R/28L runway.

(b) Property Owner further agrees that Property Owner shall not allow any intrusion into, or encroachment upon, or any obstruction into the airspace above the Property that exceeds sixty (60) feet in elevation above the ground surface of the Property. Property Owner agrees that no buildings, structures, improvements or vegetation exceeding sixty (60) feet in elevation shall be permitted to be located, constructed or remain on the Property, now or in the future.

(c) Property Owner agrees that the County shall have the right to prevent

the erection or growth upon the Property of any building or other structure, tree or other vegetation, or any other object, whether natural or man-made that might now or in the future, extend into the airspace over the Property that is above sixty (60) feet in elevation from the ground surface of the Property. County may remove from said air space, or at the sole option of the County, as an alternative, mark and light as an obstruction to air navigation, any such building, structure, tree, vegetation, or other object now upon, or which in the future may be upon, the Property. Property Owner agrees that the County shall have the right to enter upon the Property to trim any trees and any other vegetation which exceed the above elevation, or to remove, mark or light as an obstruction any such building, structure, tree, vegetation or other such object, all at County's sole expense. Any such entry by the County shall be at reasonable hours and with reasonable notice to Property Owner and the County shall remove any limbs, wood or other debris generated by its entry so as not to interfere with Property Owner's continuing use of the Property.

(d) Nothing in this Agreement waives any of the Property Owner's rights for redress from any intentional tort, willful misconduct, unlawful activity or gross negligence. This provision does not create a waiver of sovereign immunity different than as provided by law.

4. As used in this Agreement, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not be limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, for the purpose of transporting persons or property through the air, by whoever owned or operated.

5. It is agreed by and between the Property Owner and the County that the covenants, rights, privileges and provisions of this Agreement shall run with the land, and that, for the purposes of this instrument, the Property and all portions thereof shall be the servient estate and the Airport shall be the dominant estate. No waiver, modification, amendment, or termination of this instrument shall be effective unless contained in a written document, in recordable form, executed by the Property Owner and the Broward County Board of County Commissioners (hereinafter referred to as the "Board"). If any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained. This document shall be construed in accordance with the laws of the State of Florida and venue shall be Broward County, Florida. The remedies of injunction and specific enforcement shall be available to the parties to enforce this Agreement, as well as all other remedies that may be available at law and in equity.

6. Property Owner represents to the County that the Property Owner is the owner in fee simple of the Property described above and that Property Owner has a legal and valid right to execute this Agreement.

7. Effective Date and Termination Date. This Agreement shall become effective upon recordation in the public records of Broward County, Florida. The term of this Agreement shall commence upon recordation hereof and shall terminate on the date upon which the Airport shall cease to be used for airport purposes.

IN WITNESS WHEREOF, the parties have made and executed this Conveyance and Release Agreement on the respective dates under each signature: BROWARD COUNTY through its Director of Aviation duly authorized to execute same by Board action on the \_\_\_ date of \_\_\_\_\_, 20\_\_, and \_\_\_\_\_, as PROPERTY OWNER, duly authorized to execute same.

COUNTY

Signed, sealed and delivered  
in the presence of:

BROWARD COUNTY, through its  
Director of Aviation

\_\_\_\_\_

By \_\_\_\_\_

Name

Director of Aviation

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

Name

By \_\_\_\_\_

Attorney's Name (Date)  
Senior/Assistant County Attorney

CONVEYANCE AND RELEASE AGREEMENT BETWEEN BROWARD COUNTY AND

\_\_\_\_\_

PROPERTY OWNER

Signed, sealed and delivered  
in the presence of:

PROPERTY OWNER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name typed or printed

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name typed or printed

Dated: \_\_\_\_\_

CONVEYANCE AND RELEASE AGREEMENT BETWEEN BROWARD COUNTY AND

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STATE OF FLORIDA        )

COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, Director of Aviation, on behalf of Broward County, a political subdivision of the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

State of Florida At Large  
My Commission Expires:  
Commission Number: \_\_\_\_\_  
(SEAL)

CONVEYANCE AND RELEASE AGREEMENT BETWEEN BROWARD COUNTY AND

\_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

State of \_\_\_\_\_ at Large  
My Commission Expires:  
Commission Number: \_\_\_\_\_  
(SEAL)

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

State of \_\_\_\_\_ at Large  
My Commission Expires:  
Commission Number: \_\_\_\_\_  
(SEAL)