



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, APRIL 4, 2023 AT 6:00 PM**

1. MEETING CALLED TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Employee of the Month for April - Suzanne Negron

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

5. PUBLIC HEARINGS

6. HEAR AUDIENCE

Anything requiring a vote will be heard at a later time.

7. CONSENT AGENDA

The consent agenda is a technique designed to expedite the handling of routine miscellaneous business of the City Commission. The City Commission in one motion may adopt the entire Consent Agenda. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, an item may be removed from the Consent Agenda for discussion.

7.A Approval of City Commission Minutes from the March 21, 2023, meeting

7.B Authorization to Accept Grant Award for the Fiscal Year 2021 Justice Assistance Grant – Countywide (Jag-C) Program made available by The U.S. Department of Justice (USDOJ)

7.C Request transfer of funds from Airport Reserves to purchase a replacement vehicle

7.D Correction to cost of Fire Apparatus Driving Simulator

7.E Approval to utilize Department of the Treasury Federal Asset Sharing Trust Funds for purchase of Driving Simulator Trailer

7.F Approval of the Estoppel and Agreement between the City of Kissimmee, the Downtown Kissimmee Community Redevelopment Agency and Skyview.

7.G Approval of the Agreement to Cooperate between the City of Kissimmee and Skyview.

8. DISCUSSION ITEMS

**CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY
REDEVELOPMENT AGENCY BOARD**

8.A Approval of the Estoppel between the City of Kissimmee, the Downtown Kissimmee Community Redevelopment Agency and Skyview.

**COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND
RECONVENES AS THE CITY COMMISSION**

8.B Advisory Board Vacancies: Board of Adjustment and Planning Advisory Board

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

In accordance with Florida Statutes 286.105: Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made.

In accordance with Florida State 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk, 101 Church Street, Kissimmee, Florida, (407) 518-2309.

ITEM 3.A

Employee of the Month for April - Suzanne Negrón

Request

That the City Commission join the City Manager in recognizing Suzanne Negrón, Development Services, as April's Employee of the Month.

Explanation

The City is pleased to announce that the Employee of the Month for April is Suzanne Negrón, Administrative Assistant for the Community Redevelopment Agency (CRA), which is part of the Development Services (DS) Department. Suzanne has just passed her 23rd anniversary with the City.

Suzanne is multi-faceted and able to adapt to the needs at hand. This is evidenced by the positions she's held throughout her career in: Public Works, the City Attorney's office, and the CRA. During part of her tenure with the CRA, the department was in between Managers. Suzanne kept the responsibilities of the CRA going, assisting with the state requirements and current regulations. She takes great pride in her work and goes above and beyond when assisting owners with grants for their downtown businesses. She's even involved with details such as the banners and holiday lights on the downtown streets.

Suzanne is an asset to the DS Department, and the City. She translates for non-English speaking customers, assists with office coverage for other departments, and helps organize DS gatherings – she pitches in wherever needed. For this, and all she brings to the City, we are pleased to recognize Suzanne.

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 7.A**Approval of City Commission Minutes from the March 21, 2023, meeting****Request**

Request Commission approval of the Tuesday, March 21, 2023, Commission Minutes.

Explanation

Minutes of the Commission meeting held on Tuesday, March 21, 2023, are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter:

Attachment(s):

1. (S) 03-21-2023 Minutes TC LH Edits Final for Agenda



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MARCH 21, 2023 AT 6:00 PM**

1. MEETING CALLED TO ORDER

Members Present: Vice-Mayor Olga Castano, Commissioners Angela Eady, Carlos Alvarez, III, Janette Martinez

Staff Present: City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, City Clerk Linda Hansell

Members Absent: Mayor-Commissioner Olga Gonzalez

Staff Absent: City Manager Mike Steigerwald, Assistant City Manager Austin Blake

Vice-Mayor Castano called the meeting to order at 6:00 PM.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

After a Moment of Silence, Commissioner Alvarez led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Proclamation- Irish American Heritage Month

The request is for the Commission to present a proclamation to Greg Sean Canning, State Secretary of the Ancient Order of Hibernians.

Deputy City Manager Matthews read a proclamation in honor of Irish American Heritage Month as the Vice-Mayor and Commissioners presented the proclamation to Greg Sean Canning, State Secretary and past President of Florida AOH (Ancient Order of Hibernians) .

Mr. Canning thanked the Commission and the City for their support of proclaiming March as Irish-American Heritage month in Kissimmee. He discussed the importance of St. Patrick's Day and was honored to have accepted 76 Proclamations across the State of Florida this year.

3.B Proclamation-Women's History Month

The request is for the Commission to present a Proclamation to Ivette Rodriguez, Founder and Director of Operations for Beyond Pregnancy Care.

Deputy City Manager Matthews read a proclamation in honor of Women's History Month as the Vice-Mayor and Commissioners presented the proclamation to Ivette Rodriguez.

Ms. Rodriguez thanked the Commission and expressed her appreciation to the community. She announced the acceptance of this Proclamation is dedicated to her husband who passed away.

3.C Presentation of Certificates of Appreciation for Women's History Month

The request is for the Commission to present certificates to five (5) special women, recognizing their achievements within the City of Kissimmee as part of this year's Women's History Month celebration.

Deputy City Manager Matthews read biography and nomination language as the following individuals were recognized by the Commission:

Sylvette Santos
Mayra La Paz
Reenie McHarg
Andrea Ruiz
Lisandra Roman

3.D Presentation from the Sustainable Workplace Alliance (SWA) on the Environmental Protection Agency (EPA) Brownfields Job Training Grant

Presentation from the Sustainable Workplace Alliance (SWA) on the Environmental Protection Agency (EPA) Brownfields Job Training Grant

Samia Singleton, Development Services, introduced David Casavant who presented a PowerPoint Presentation and video with reference to the Sustainable Workplace Alliance (SWA) program.

David Casavant, Executive Director of Sustainable Workplace Alliance, discussed program details as well as training and job placement in underserved communities throughout the State. This program has been successful in other areas and he hopes to bring the same success to Kissimmee. The job training program results in long-term job placement for its attendees to receive comfortable wages in target industries such as environmental protection, safety and construction. He appreciates the support of the City Commission and is eager to develop a plan to bring the program to our community.

Individual Commissioners asked for details on age requirements, location, and estimated starting date. Mr. Casavant stated participants must be 18 years or older and the program is in the planning stage now and they are actively looking for available space in Kissimmee that could be donated for the approximate four (4) weeks of training that is needed.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

None.

5. PUBLIC HEARINGS

None.

6. HEAR AUDIENCE

None.

7. CONSENT AGENDA

The consent agenda is a technique designed to expedite the handling of routine miscellaneous business of the City Commission. The City Commission in one motion may adopt the entire Consent Agenda. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, an item may be removed from the

Consent Agenda for discussion.

Commissioner Martinez made a motion to approve the Consent Agenda in its entirety. Commissioner Alvarez seconded the motion.

Motion carried 4 - 0.

- 7.A Approval of City Commission Minutes from the March 7, 2023 meeting
Request Commission approval of the March 7, 2023 Commission Minutes.
- 7.B First Amendment for Umpire Services for the Parks Recreational Softball Program
Approval of the First Amendment for Umpire Services for City of Kissimmee Recreational Softball Program held at Fortune Road Athletic Complex and Denn John Fields to Osceola Umpires LLC.
- 7.C Osceola HOME Consortium Home American Rescue Plan (HOME-ARP) Disbursement Agreement Between Osceola County and the City of Kissimmee FY 2021-2022
To accept the HOME-American Rescue Plan (HOME-ARP) funds and execute the Osceola HOME Consortium HOME-ARP Disbursement Agreement Between Osceola County and the City of Kissimmee.
- 7.D Authorization to submit application for 2023-24 VOCA Grant
The Police Department requests authorization to submit an application to the Office of the Attorney General for the Victim of Crimes Act (VOCA) grant for fiscal year 2023-2024.
- 7.E Approval to accept a 2022 Florida Recreational Development Assistance Program Grant for the Oak Street Community Park Restoration
Approval to accept a 2022 Florida Recreational Development Assistance Program (FRDAP) grant in the amount of \$50,000 to fund the development of outdoor recreational facilities at the Oak Street Community Park and amend the budget accordingly.
- 7.F Resolution authorizing the City to submit and accept a 2023 Florida Boating Improvement Program Grant through the Florida Fish and Wildlife Conservation Commission
Approval of a Resolution to submit and accept, if awarded, a 2023 Florida Boating Improvement Program Grant through the Florida Fish and Wildlife Conservation Commission in the amount of \$150,000 and allow the City Manager to sign any required documents pertaining to this grant.

Resolution # 02-2023 adopted.
- 7.G Acceptance of Brinson Park Warranty Deed and Trail Easement
City Commission acceptance of warranty deed for Brinson Park and approval of trail easement in favor of the County for the construction of a trail.
- 7.H Approval of Community Risk Assessment Standard of Cover
Department requests approval of our Community Risk Assessment Standard of Cover (CRA SOC), as well as permission to publish the document.

8. DISCUSSION ITEMS

8.A Advisory Board Vacancies: Board of Adjustment and Planning Advisory Board

The Commission is requested to make appointments to fill vacancies on the Board of Adjustment and Planning Advisory Board.

Commissioner Alvarez made a motion for the approval of a 30-day extension for the Seat # 3 vacancy on the Planning Advisory Board. Commissioner Eady seconded the motion.

Motion carried 4 - 0.

Commissioner Castano made a motion for the approval of a 30-day extension for the Seat # 1 vacancy on the Board of Adjustment. Commissioner Alvarez seconded the motion.

Motion carried 4 – 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

Nothing.

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

Commissioner Alvarez congratulated all the recipients of the Women's History Month honors and highlighted comments on his nominee, Andrea Ruiz.

Commissioner Martinez expressed the difficulty of selecting only one woman for this award and that all women should be recognized, every day. She emphasized her appreciation for her nominee, Lisandra Roman.

Vice-Mayor Castano agreed with her fellow Commissioners that a selection of only one woman each was challenging, and discussed how proud she is of her nominee, Mayra La Paz.

10. ADJOURNMENT

There being no further business to come before the Commission, Vice-Mayor Castano adjourned the meeting at 6:32 PM.

VICE-MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

ITEM 7.B

Authorization to Accept Grant Award for the Fiscal Year 2021 Justice Assistance Grant – Countywide (Jag-C) Program made available by The U.S. Department of Justice (USDOJ)

Request

Approval to accept grant award for the fiscal year 2021 Justice Assistance Grant – Countywide (JAG-C) Program in the amount of \$26,219.04, and approval to amend the budget accordingly.

Explanation

The Kissimmee Police Department began the application process for the Countywide JAG-C grant in August 2022. The grant application specifically applied for the purchase of bicycles for our Emergency Response Team (ERT). Our ERT works closely with local regional teams to address any incidents of civil unrest, planned protests and spontaneous gatherings of large crowds. The Kissimmee Police Department has 18 members assigned to the Emergency Response Team. The purpose of the funding is to address law enforcement programs, prosecution and court programs, crime prevention, drug treatment/enforcement, victim/witness programs, and mental health related programs.

On January 31, 2023 we received our award agreement from the Florida Department of Law Enforcement which requires the signature of our chief official, identified as the Mayor of Kissimmee, per the grant application.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11500331-331200		Increase	\$26,220	
11530306-506494		Increase	\$26,220	

Financial Summary:

This is a reimbursement grant. Upon completion, invoice will be sent for reimbursement.

Recommendation

Staff recommends approval for the City of Kissimmee Police Department to accept the Justice Assistance Grant – Countywide (JAG-C) allocation of \$26,219.04 for fiscal year 2021.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Police

Presenter:

City of Kissimmee

Attachment(s):

1. (S) - JAGC-8C215 Federal Award Agreement

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: City of Kissimmee

Recipient SAM UEI:

Award Number: 8C215

Award Period: 10/01/2022 – 09/30/2023

Award Title: C-8C215: KISSIMMEE POLICE JAGC ERT BICYCLES

Federal Funds: \$26,219.04

Matching Funds: \$0.00

CFDA: 16.738

Federal Award Number: 15PBJA-21-GG-00241-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as “FDLE” or “Department”) and the City of Kissimmee (herein referred to as “Recipient”);

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 30 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: 8C215
Award Title: C-8C215: KISSIMMEE POLICE JAGC ERT BICYCLES
Award Period: 10/01/2022 – 09/30/2023

**Florida Department of Law Enforcement
Office of Criminal Justice Grants**

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

**Recipient
City of Kissimmee**

Signature: _____

Typed Name and Title: Olga Gonzalez, Mayor

Date: _____

***** If using a designee, sign in the “Chief Official Designee” section below. *****

**Chief Official Designee (optional)
City of Kissimmee**

Signature: _____

Printed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number:	8C215
Recipient:	City of Kissimmee
Award Title:	C-8C215: KISSIMMEE POLICE JAGC ERT BICYCLES
Award Period:	10/01/2022 - 09/30/2023

Problem Identification

The City of Kissimmee serves a population of approximately 80,000 residents according to the U.S. Census Bureau. We currently have 158 sworn members in the agency. Our mission is to work in partnership with the community to continuously provide a safe and secure environment to live, work, and visit. We have businesses within our jurisdiction that are often subject to protests and large gatherings: Planned Parenthood, the Osceola County Courthouse, Osceola County Administrative offices and city hall & commission chambers for the City of Kissimmee.

Over the last several years, agencies nationwide have transitioned to deploying their Emergency Response Teams (ERT) on bicycles in more approachable styled uniforms. All of our neighboring agencies have transitioned or are in the process of transitioning to ERT members deploying on bicycles rather than the traditional mobile field force response because of the success they have experienced. We are seeking to purchase 12 bicycles for the City of Kissimmee's ERT team in order to better serve our community in times of civil unrest and large gatherings as well as assist our surrounding agencies.

The Kissimmee Police Department utilizes the Emergency Response Team (ERT) to respond to situations of civil unrest, planned protests and spontaneous gatherings of large crowds. The project goal is to equip our team with the proper equipment to safely and efficiently respond to these situations. Our priority is to keep all of our community safe during these incidents. We are attempting to prepare our agency for the upcoming 2024 elections and plan on utilizing this equipment as a regional asset for all agencies within our area.

The Kissimmee Police Department has 18 members assigned to ERT and currently do not have dedicated bicycles. Our department received bicycles in 2008, but those have been available to all members of the agency and are in worn condition. These bicycles would be dedicated to and maintained by ERT, which will ensure we can provide a safer environment for our community during protests and large gatherings.

Scope of Work

Kissimmee Police Department will use grant funds to purchase 12 emergency response team bicycles and trunk bags, trunk rack, and lights. The bicycles will assist KPD with ensuring citizen safety, situations of civil arrest, navigating through planned protests, as well as through large gatherings.

Appendix B - Deliverables

Award Number: 8C215
Recipient: City of Kissimmee
Award Title: C-8C215: KISSIMMEE POLICE JAGC ERT BICYCLES
Award Period: 10/01/2022 - 09/30/2023

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	The recipient will use federal grant funds to procure bicycles for the emergency response team.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$26,219.04

Appendix C - Approved Budget

Award Number:	8C215		
Recipient:	City of Kissimmee		
Award Title:	C-8C215: KISSIMMEE POLICE JAGC ERT BICYCLES		
Award Period:	10/01/2022-09/30/2023		
Award Amount:	\$26,219.04	\$0.00	\$26,219.04
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
12 Bicycles @\$2,184.92 each	This project would involve the purchase of 12 bicycles specifically designed for our Emergency Response Team (ERT). The bicycles are made from lightweight material which allow officers to transport, carry and deploy without over-exerting themselves while out in the field. The bicycle's frame ranges in size from 15.5 inches to 22 inches which would support any member of our team. The frame has a hard tail with 29-inch wheels which would allow officers to navigate over sidewalks and large objects in the roadway. A breakdown of the cost of each bicycle and required bicycle accessory is detailed below: \$1,689.99 per bicycle \$124.95 per truck bag (storage) \$59.99 per truck rack (holds trunk bag) \$169.99 per lighting system (basic front and rear lights) \$140.00 shipping per bicycle Total cost \$26,219.04	\$26,219.04	\$0.00	\$26,219.04
D. Equipment Subtotal:				\$26,219.04

Appendix D: Award Contacts

Award Number: 8C215
Recipient: City of Kissimmee
Award Title: C-8C215: KISSIMMEE POLICE JAGC ERT BICYCLES
Award Period: 10/01/2022 - 09/30/2023

Recipient Grant Manager (GM)

Name: Christopher Succi
Title: Captain
Address: Kissimmee Police Dept
8 North Stewart Ave
Kissimmee, FL 34741-5499
Phone: 407-847-0176
Email: christopher.succi@kissimmee.gov

Recipient Chief Official (CO)

Name: Olga Gonzalez
Title: Mayor
Address: City of Kissimmee
101 Church Street
Kissimmee, FL 34741-5499
Phone: 407 847 2821
Email: olga.gonzalez@kissimmee.gov

Recipient Chief Financial Officer (CFO)

Name: Tavia Ritchie
Title: Finance Director
Address:

Kissimmee, FL 34741-5054
Phone: 407-518-2210
Email: Tavia.Ritchie@kissimmee.gov

Appendix E: Special Conditions

Award Number: 8C215
Recipient: City of Kissimmee
Award Title: C-8C215: KISSIMMEE POLICE JAGC ERT
BICYCLES
Award Period: 10/01/2022 - 09/30/2023

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0001 The recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All award procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0002 A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Appendix F – FY2021 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2021 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/

2 C.F.R. §175.15(b), Award Term for Trafficking in Persons

28 C.F.R. §38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement

Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf> and

<http://dos.myflorida.com/media/698314/g2-sl-2017-final.pdf>

State of Florida Statutes

Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, F.S., Public Records

Section 215.34(2), F.S., State funds; non-collectible items; procedure

Section 215.97, F.S. Florida Single Audit Act

Section 215.971, F.S., Agreements funded with federal or state assistance

Section 215.985, F.S., Transparency in government spending

Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

For NCHIP and NARIP:

FY2021 National Criminal History Improvement Program (NCHIP) guidance

(<https://www.bjs.gov/index.cfm?ty=tp&tid=47>)

(https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/nchip21_sol.pdf)

FY2021 NICS Act Record Improvement Program (NARIP) guidance

(https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/narip21_sol.pdf)

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name;

criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal

department or agency;

- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay-to-Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of the employing agency or employee.

12.0 Confidentiality of Data - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

13.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State

of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

- 14.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 15.0 Flood Disaster Protection Act** - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 16.0 General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 17.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act (“INA”). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 18.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
 - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.
- 19.0 Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” within the scope of an OJP award-funded program or activity, or 2) uses or operates a “federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to FDLE’s Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.
- Equal Employment Opportunity Certification (EEOC)** – The recipient must submit an EEO Certification annually within 120 days of award.
- Equal Employment Opportunity Program (EEOP)** – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.
- Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).
- 3.0 Title IX of the Education Amendments of 1972** If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, “Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance.”

- 4.0 Partnerships with Faith-Based and other Neighborhood Organizations** The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.
- 5.0 Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.
- 6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.
- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.
- Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
- Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.
- For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/Grants/Contacts>.
- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned

interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Program Income (PGI)** - All income generated as a direct result of award activities shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Any PGI remaining unspent after the end of the federal award period must be refunded to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

- 3.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this

agreement.

- 4.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 5.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 6.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.
- 7.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/gsl-s-2020.pdf>.
- 8.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.
- 9.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 10.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement “contract”, and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at

<https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”, and 2 CFR Subpart E, “Cost Principles”.
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A recipient that is eligible to use the “de minimis” indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source costing \$10,000 or more, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the recipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 7.0 Personal Services** - Recipients may use award funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program’s authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient’s written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization’s written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

- 8.0 Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants

FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term “contractor” is used rather than the term “vendor” and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

FFATA Reporting Requirements - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

- 9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 11.0 Training and Training Materials** – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 12.0 Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

“This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component.”

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior

content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 13.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).
- 14.0 Information Technology Projects**

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 15.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

- 16.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
- 17.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:
- 1) Procure or obtain;
 - 2) Extend or renew a contract to procure or obtain;
 - 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).
- 18.0 Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).
- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
 - 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
 - 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
 - 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- 19.0 Non-Disclosure Agreements** - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- 20.0 Confidential Funds and Confidential Funds Certificate** - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.
- Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.
- 21.0 For JAG: Task Force Training Requirement** - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

22.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

23.0 For PREA: PREA Audits - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA) - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

- 6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.
- 7.0 Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- 9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.0 For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at: <https://www.ncjrs.gov/pdffiles1/nij/s1001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

- 11.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.
- 12.0 Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.
- 13.0 Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
- 14.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held,

instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

15.0 Employment Eligibility Verification for Hiring Under This Award – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to a award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

16.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

17.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

18.0 Safe Policing and Law Enforcement – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

19.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

20.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall

include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

- 21.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.
- 22.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 24.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
 - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
 - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

ITEM 7.C

Request transfer of funds from Airport Reserves to purchase a replacement vehicle

Request

Request Commission approval to transfer additional funds of \$5,400.00 from Airport Reserves to purchase a replacement vehicle (AP24, pickup).

Explanation

The budget for this replacement vehicle is \$34,000.00 and due to inflation costs, the State Contract price is \$41,629.00, a difference of \$7,629.00. The Airport budget currently has remaining allocated funds of \$2,252.00 from two recent equipment purchases requiring a budget transfer with City Manager's approval. This leaves a remaining amount of \$5,377.00 to be transferred from Airport Reserves. Once the new vehicle is purchased and received, the existing AP24 will be auctioned to recover these funds at a later date.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170100-509276	AP2304	Decrease	5,400	
46170106-506495	AP2304	Increase	5,400	

Financial Summary:

Request transfer of funds from Airport Reserves to complete the purchase of a replacement vehicle in the amount of \$5,400.

Recommendation

Staff recommends Commission approval to transfer additional funds of \$5,400.00 from Airport Reserves to purchase a replacement vehicle (AP24, pickup).

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):

1. Vehicle Proposal

City of Kissimmee

FORD CRESTVIEW**FT WALTON BCH CDJR****PROPOSAL**

STEP ONE AUTOMOTIVE GROUP
 4060 FERDON BLVD
 CRESTVIEW, FL 32536
 ERIC JORE
 GOVERNMENT SALES
 CELL 407-234-5116
 OFFICE 850-292-4580
 E-MAIL
 EJOE@STEPONEAUTO.COM

NAME CITY OF KISSIMMEE

EMAIL

ATTN DEBBIE LUKE

DATE 3-6-23

2023 FORD F150 SUPER CREW 145 WB 4WD	38,119.00
5.0 V-8 ENGINE WITH 10 SPEED AUTO TRANS	2335.00
A.C, AM FM RADIO. BLUE TOOTH, VINYL 40/20/40 SEATS	
POWER WINDOWS AND LOCKS	
LIMITED SLIP REAR AXLE	420.00
SKID PLATES	160.00
SPRAY BED LINER	595.00
UNIT TOTAL	41,629.00
DELIVERY 90-120 DAYS ARO	
PER STATE CONTRACT 25-00000-21-STC	
LIMITED SUPPLY	

PURCHASER ACKNOWLEDGES:

STEP ONE AUTOMOTIVE IS UNABLE TO GUARANTEE DELIVERY DATES DUE TO MANY FACTORS, NOT LIMITED TO BUT INCLUDING: PRODUCTION SCHEDULES, WEATHER, AVAILABILITY OF RAIL CARS, ETC.

ALL PAYMENTS ARE DUE ON A NET 30 DAY BASIS UPON RECEIPT OF EACH VEHICLE AS INVOICED REGARDLESS OF THE NUMBER OF VEHICLES ON THE PURCHASE ORDER.

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding until this proposal is approved here in writing by an official of Step One Automotive. **Return of one copy of this proposal and your purchase order number constitutes your official acceptance.**

Respectfully submitted,
 Eric Jore
 Government Sales

ITEM 7.D

Correction to cost of Fire Apparatus Driving Simulator

Request

Approval to purchase a Fire Apparatus Driving Simulator at the corrected cost of \$130,125.

Explanation

On February 7, 2023, the Commission approved the purchase of a ST-Genesis Series Fire Apparatus Driving Simulator from Sim-Tech for the amount of \$115,275. Unfortunately, when assembling that agenda item, the cost of the software was omitted. This software was originally budgeted for and is included in project ST2300.

We are submitting this agenda item to correct the total cost of the Fire Apparatus Driving Simulator to \$130,125. The breakdown of this cost is shown below.

ST-Genesis Series Fire Apparatus Driving Simulator:	\$ 98,775
ST-Genesis Series Driving Simulator Motion Package:	\$ 14,850
ST-Genesis Series Driving Simulator 1 year extended warranty:	\$ 16,500
Total Cost:	\$130,125

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10435106 506494	ST2300		145,432	130,125

Financial Summary:

The balance of this project, \$15,307, will be combined with funds from the Police Department to purchase an air-conditioned trailer in which the Driving Simulator will be mounted.

Recommendation

Approval to purchase a Fire Apparatus Driving Simulator at the corrected cost of \$130,125.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire
Presenter:

City of Kissimmee

Attachment(s):

1. Driving Simulator Quote

Genesis Spartan Fire Truck Simulator Proposal Cost

Description	Price	Qty	Subtotal
☒ ST - Genesis Series™ Fire Apparatus Driving Simulator Genesis Series™ Fire Apparatus Driving Simulator Spartan Chassis Full Emergency console equipped with light switches, master switch and PA 4000 siren Pump Shift Toggle Panel	\$109,750	1	\$109,750 \$98,775 Discount(-10%)
☒ ST - Genesis Series™ Driving Simulator Motion Package Genesis Series™ Driving Simulator Motion Package 3 Degree of Freedom (3DOF) Quad Electronic Screw Actuators 1.5" Total Travel	\$16,500	1	\$16,500 \$14,850 Discount(-10%)
☒ ST - Genesis Series™ Driving Simulator 1-Year Extended Warranty 3 year extended warranty - takes total to 5 years	\$5,500	3	\$16,500
Total			\$130,125

Signed
Sales
MRC



December 13, 2022

Joseph Leone | Deputy Fire Chief
City of Kissimmee Fire Department
101 Church Street, Suite 200
Kissimmee, Florida 34741
407.518.2222 desk
407-818-3911 cell
Joseph.leone@kissimmee.gov

Dear Chief Leone,

Sim-Tech is very excited to work with you and your team at the City of Kissimmee Fire Department to provide our G-Series, Spartan Metrostar fire training driving simulator with a 3-DOF motion system and VR add-on. Please see Sim-Tech's unique features which make our system the best option for your needs.

- Sim-Tech has developed products specifically designed for the City of Kissimmee Fire Department's needs. These items include:
- Sim-Tech's 5 screen design provides the best ergonomically correct wide FOV (230° Horizontal Field of View), reducing SAS with the most accurate viewpoints to the end-user.
- Sim-Tech is the only simulation manufacturer to include OEM dash panels and other OEM parts / (G-Series Spartan Metrostar OEM Cab). Sim-Tech is asking for 160 days for delivery for this reason)
- Unity-based virtual training worlds that provide game-like immersive realism for full trainee immersion and buy-in. Our virtual worlds (Uni-Trainer) are more realistic than ANY other system that the simulation marketplace offers in today's market.
- Two Year Warranty is included at no additional cost, which further reduces the cost of operation.
- Sim-Tech simulators include smart technology, "Drive Prodigy" Sim-Tech provides customers with the best behavior-based training platforms that deliver quantifiable results and are only available to connect to our simulators for grading and storing data of trainees.
- Sim-Tech's single PC design provides easier maintenance and future ease of upgradeability at a far lower cost.
- Sim-Tech is the only manufacturer that can add and facilitate both screen base and See-Through Reality capability (SR). The augmented reality goggles from Sim-Tech are an excellent add-on that advances trainee backing skills development.
- The Sim-Tech Genesis fire driving simulators can be seamlessly linked to the Sim-Tech side-mount or top-mount fire pump panel if purchased later to increase training capabilities.

Please, if you have any further questions do not hesitate to reach out to me.

Sincerely,

Clayne A. Woodbury

VP of Sales

801-654-4095

ITEM 7.E

Approval to utilize Department of the Treasury Federal Asset Sharing Trust Funds for purchase of Driving Simulator Trailer

Request

The Police Department is requesting that the Commission approve the use of up to \$89,693 of Department of the Treasury (Treasury) Federal Asset Sharing Trust (FAST) Funds to purchase an air-conditioned trailer to house the ST-Genesis Series Fire Apparatus Driving Simulator (Driving Simulator) purchased earlier this year, and to amend the budget accordingly.

Explanation

KPD and KFD would like to purchase an air-conditioned trailer to house the Driving Simulator in order to transport the Driving Simulator to different fire stations, KPD Headquarters, the City's Public Safety Training Center, and other City locations. The purchase of this trailer will allow city employees to utilize the Driving Simulator for training purposes while minimizing or eliminating employees' travel time to and from the training. Despite the title "Fire Apparatus Driving Simulator," this device also simulates the driving of several types of vehicles used by KPD and other City departments, including KPD's SWAT vehicle, KPD's mobile command post, police sedans and SUVs, pickup trucks of various sizes, and garbage trucks. KPD, in particular, will use the Driving Simulator to supplement routine and remedial driving training. The total cost of the air-conditioned trailer is \$105,000. KPD seeks to use up to \$89,693 in FAST funds and KFD seeks to use \$15,307 of previously budgeted funds to make this purchase. KPD has determined that use of FAST funds in this manner is permissible according federal guidelines because the air-condition trailer qualifies as public safety operations equipment. In abundance of caution, KPD has contacted the Treasury for guidance as to whether expending FAST funds in this manner is permissible and the Treasury advises that expenditure of funds in this manner is considered permissible.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
02430306-506495		Increase	\$89,693	
02400284-284000		Increase	\$89,693	

Financial Summary:

Adequate funding is available within the Treasury Forfeiture fund for this equipment.

Recommendation

Staff recommends approval of the use of FAST money for the purchase of the Driving Simulator Trailer, and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Police

Presenter:

Attachment(s):

None

ITEM 7.F

Approval of the Estoppel and Agreement between the City of Kissimmee, the Downtown Kissimmee Community Redevelopment Agency and Skyview.

Request

Approval of the Estoppel and Agreement between the City of Kissimmee, the Downtown Kissimmee Community Redevelopment Agency and Skyview.

Explanation

In efforts to assist Skyview to close on the loan that will enable purchase and development of Phase 1 of the Beaumont Redevelopment Site, The Allen at Beaumont, an Estoppel is necessary to facilitate the process.

The Estoppel provides an opportunity for the Lender to step into the shoes of the Developer in the event of a default and also allows the Lender to be provided with information regarding changes in the Master Development without asserting any unnecessary influence on the Public-Private Partnership.

Approval of this document will likely have little to no impact on the City, but will help ensure the purchase of Phase 1 of the Beaumont Redevelopment Site and development of the same to Skyview and its assignee.

Recommendation

Approval of the Estoppel and Agreement between the City of Kissimmee, the Downtown Kissimmee Community Redevelopment Agency and Skyview.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. (S) Doc#_50550290_v_1_Estoppel and Agreement

ESTOPPEL AND AGREEMENT

THIS ESTOPPEL AND AGREEMENT (this “**Agreement**”) is made as of March [___], 2023 by the **CITY OF KISSIMMEE**, a Florida municipal corporation, having an address of 101 Church Street, Kissimmee, Florida 34741; attention Kalanit Oded, Esquire, Deputy City Attorney (“**City**”), the **DOWNTOWN KISSIMMEE COMMUNITY DEVELOPMENT AGENCY**, a special district created pursuant to Part III, Chapter 163, Florida Statutes, having an address of 101 Church Street, Kissimmee, Florida 34741; attention Kalanit Oded, Esquire, Deputy City Attorney (“**Agency**”), and **SKYVIEW KISSIMMEE DEVELOPER LLC**, a Delaware limited liability company, having an address at 330 N Beaumont Ave, Kissimmee, Florida 34741 (“**Developer**”), in favor of **SUMITOMO MITSUI TRUST BANK, LIMITED, NEW YORK BRANCH**, a Japanese banking corporation, having an address at 1251 Avenue of the Americas, 22nd Floor, New York, New York 10020, as administrative agent (in such capacity, “**Administrative Agent**”), on behalf of the Lenders (as defined in the Loan Agreement (as defined below)), and is consented and agreed to by **GB SKYVIEW KISSIMMEE PHASE I OWNER LLC**, a Delaware limited liability company, having an address at 330 N Beaumont Ave, Kissimmee, Florida 34741 (“**Borrower**”).

(a) Reference is hereby made to that certain Master Development Agreement, dated as of December 21, 2021, by and among City, Agency, and Developer, as amended by that certain First Amendment to Master Development Agreement, dated as of September 27, 2022, as the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time (collectively, the “**Declaration**”).

(b) The Parties hereto have been informed that Lenders anticipate making a loan (the “**Loan**”) to Borrower, pursuant to a certain Loan Agreement (the “**Loan Agreement**”) among Borrower, Lender, and Administrative Agent, and secured by a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by Borrower in favor of Administrative Agent (as amended, modified and in effect from time to time, the “**Security Instrument**”) encumbering certain property (the “**Property**”) owned or to be owned by Borrower, which Property is subject to the Declaration. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Loan Agreement and the Security Instrument.

NOW THEREFORE, in order to induce Lenders to make the Loan to Borrower and for other consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto intending to be legally bound hereby represent, warrant, covenant and agree as follows:

1 Attached hereto as Exhibit A is a true, correct and complete copy of the Declaration. The Declaration is in full force and effect, has not been supplemented, amended, modified or superseded since its original execution, and no other agreements or understandings (other than the Declaration, any agreements expressly contemplated therein, or contained in closing documents from City’s sale of the Property to Borrower) exist between or among any or all of the undersigned with respect to the subject matter of the Declaration.

2 Neither City, Agency, nor Developer is in default or violation of any of their respective obligations under the Declaration and no Party hereto has any knowledge of the existence of any event which, with the giving of notice, the passage of time or both would constitute a default by Developer under the Declaration.

3 Pursuant to the Security Instrument, Administrative Agent, or its nominee or designee (each of the foregoing, a “**Successor Owner**”) may acquire the Property through foreclosure, power of sale, deed in lieu of foreclosure, or otherwise (each, a “**Succession Event**”). In the event of such Succession Event by a Successor Owner, (a) Developer shall assign all of its rights and obligations solely with respect to the development of the Property under the Declaration to such Successor Owner, (b) from and after such assignment, none of Developer nor any of its affiliates shall have any further rights or obligations with respect to the Property, and (c) the Parties hereto shall recognize such Successor Owner as successor in interest to Developer’s rights and interests under the Declaration solely with respect to the Property (and not with respect to any other land that is subject to the Declaration) including, without limitation, those certain economic development incentives as outlined on Exhibit D to the Declaration applicable to the Property; no such Succession Event shall give rise to any right of the City and/or Agency to terminate the Declaration; and no such Succession Event shall entitle the Successor Owner to exercise Developer’s Purchase Option under the Declaration as to any property subject to the Declaration other than the Property. Pursuant to Section 11 of the Declaration, City approves and consents to Successor Owner’s succession to Developer’s rights and interests under the Declaration in accordance with this Agreement. For the avoidance of doubt, in no event shall City’s or Agency’s additional approval be required as a condition of a Succession Event.

4 Developer shall not enter in any amendment, supplement, termination or modification of the Declaration without the prior written consent of Administrative Agent. Developer, however, shall not be required to secure Administrative Agent’s prior written consent to amend, supplement, terminate, or modify the Declaration solely to the extent such amendment, supplement, termination or modification affects property subject to the Declaration other than the Property. Neither City nor the Agency shall enter into any amendment, supplement, termination or modification of the Declaration that delays, reduces, or eliminates City’s or Agency’s incentives under the Declaration relating to development cost contributions and tax increment financing rebates.

5 City and Agency each covenant and agree that it shall deliver to Administrative Agent at the address set forth above (or such other address as may be designated by Administrative Agent in a notice delivered to City and Agency) written notice of any default given by City or Agency to Developer under the Declaration simultaneously with sending such notice to Developer, and that no notice of default given to Developer, and no exercise of any remedy by City or Agency as a result of any such default, shall be effective until such notice shall have been delivered to Administrative Agent. The Parties hereto hereby covenant and agree that Administrative Agent shall have the right, but not the obligation, to cure any default by Developer under the Declaration and Administrative Agent shall be afforded ninety (90) days or such shorter period as may be prescribed in the Declaration to cure any such default; provided however, if the default cannot, with reasonable diligence, be cured within the required period,

then Administrative Agent shall have such longer period as may be required to complete the cure, provided that: (a) Administrative Agent notifies the other Parties hereto of its election to cure the default within ten (10) days after receipt of the notice of default, specifying its plan for curing the default, which plan shall be subject to City's approval, which approval shall not be unreasonably withheld, conditioned, or delayed; and (b) within ten (10) days after receipt of the notice of default Administrative Agent commences in good faith to perform whatever may be required to remedy the default (unless such default is incapable of cure by Administrative Agent until such time as Administrative Agent obtains control of or title to the Property); and (c) Administrative Agent thereafter continues its performance without interruption (other than interruptions resulting from causes beyond its control).

6 City and Agency have approved the assignment by Developer to Borrower of Developer's rights to purchase the Property under a Purchase Option Agreement and a Purchase Agreement (each as defined in the Declaration) executed pursuant to the Declaration, and, therefore, acknowledge Borrower's succession to all rights and obligations of Developer under the Purchase Option Agreement and Purchase Agreement with respect to the Property.

7 The Parties hereto acknowledge this Agreement shall not be deemed to grant to Administrative Agent or to Lenders any interests, claims, privileges, power, discretion, participation, authority, or other right or benefit whatsoever with respect to any land subject to the Declaration other than the Property or to the application to or performance of the Declaration to any other such land.

8 All notices, demands, consents or requests which are either required or desired to be given or furnished hereunder shall be sent to the appropriate Party at the address set forth in the preamble to this Agreement (or to such other address as may be designated by any Party hereto in writing to the other Parties hereto) and shall be given in writing and shall be effective for all purposes if hand delivered or sent by (a) certified or registered United States mail, postage prepaid, return receipt requested, or (b) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery. A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered (as evidenced by the receipt) or the first attempted delivery on a business day; or in the case of expedited prepaid delivery, upon the first attempted delivery on a business day. By notice complying with this Section, any Party may from time to time change the address applicable to it or the identity of its individual officer or its counsel.

9 This Agreement and the rights and obligations of the Parties hereunder shall in all respects be governed by and construed and enforced in accordance with the laws of the State of Florida.

10 This Agreement shall be binding upon the Parties hereto and each of their respective successors and assigns.

11 Each of the Parties hereto represent and warrant that the execution and delivery of this Agreement have been duly authorized by all requisite entity action on their part and the

signatory executing this Agreement on their behalf is duly authorized to so execute this Agreement.

12 This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. The failure of any Party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

13 This Agreement and the representations, warranties and covenants contained herein may be relied upon by Administrative Agent, Lenders, and their respective successors and assigns.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

CITY:

CITY OF KISSIMMEE, a Florida
municipal corporation

By:_____

Name:

Title:

AGENCY:

**DOWNTOWN KISSIMMEE
COMMUNITY DEVELOPMENT
AGENCY**, a special district created
pursuant to Part III, Chapter 163, Florida
Statutes

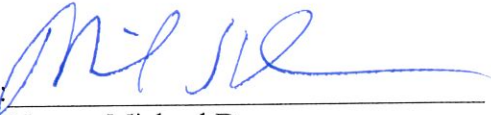
By:_____

Name:

Title:

DEVELOPER:

**SKYVIEW KISSIMMEE DEVELOPER
LLC**, a Delaware limited liability company

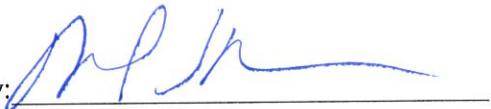
By: 

Name: Michael Dana
Title: Authorized Signatory

CONSENTED AND AGREED:

BORROWER:

**GB SKYVIEW KISSIMMEE PHASE I
OWNER LLC**, a Delaware limited liability
company

By: 

Name: Michael Dana
Title: Authorized Signatory

EXHIBIT A

Declaration

(attached hereto)

FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

This First Amendment to Master Development Agreement ("**Amendment**") is entered into as of _____, 2022 (the "**Amendment Effective Date**") by **THE CITY OF KISSIMMEE**, a Florida Municipal Corporation, ("**City**") **THE DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a special district created pursuant to Part III, Chapter 163, Florida Statutes, ("**Agency**") and **SKYVIEW KISSIMMEE DEVELOPER LLC**, a Delaware limited liability company, ("**SkyView**").

References below to the "Parties" mean all of City, Agency, and SkyView, collectively. References below to a "Party" mean any or each of City, Agency, and SkyView, as appropriate in the context.

BACKGROUND

- A. City and SkyView entered into that certain Master Development Agreement dated as of December 21, 2021 (the "**MDA**"). The MDA details a collaboration among the Parties as authorized by City's Downtown Kissimmee Community Redevelopment Plan (the "**CRA Plan**"). Pursuant to the MDA, the Parties agree to work in collaboration to develop the Project to compliment the adjacent Medical Arts District, improve overall infrastructure, and catalyze growth on and around the Beaumont Development Parcel.
- B. City approved and entered into the MDA in accordance with all procedural and other legal requirements applicable to City. SkyView also approved and entered into the MDA in accordance with all legal requirements and with SkyView's charter and other governing documents.
- C. The officials elected to the City Commission also govern as members of Agency's Board of Commissioners. Although the City considered and approved the MDA, no records exist evidencing the Agency's approving and ratifying the MDA. Thus, even though Agency is a named party to the MDA, Agency has not signed the MDA.
- D. The Parties have refined the plans for the Project providing details that were not previously known. Those details include, among others, establishing width and alignments for adjacent right-of-ways; identifying areas of existing roads that require vacating; settling the configuration of lots and tracts on the plat; and refining the Beaumont Redevelopment Overall Site Plan.

NOW, THEREFORE, in consideration of the foregoing explanation and of the mutual covenants and agreements set forth below and in the MDA, the Parties hereby modify and amend the MDA as follows:

- 1. **Definitions.** Capitalized terms used but not defined herein shall have the same meanings ascribed therefor in the MDA.
- 2. **Execution and Ratification by Agency.** Agency has executed this Amendment after satisfying all procedural and other legal requirements applicable to Agency. Agency affirms

the MDA and this Amendment thereto meet the objectives and purposes of the CRA Plan and fulfills Agency's mission; and Agency hereby agrees and binds itself to the MDA, as amended and modified by this Amendment, and ratifies the actions heretofore taken in performance of the MDA.

3. **Substitution of Overall Site Plan.** The Exhibit "A" attached hereto replaces and supersedes the Exhibit B (Conceptual Plan Beaumont Redevelopment Parcel) attached to the MDA.
 - a. References in the MDA to "Exhibit B," "conceptual plan," "overall site plan," "Conceptual Plan Beaumont Redevelopment Parcel," and other references to the plan attached as Exhibit B to the MDA shall be deemed to refer to the Exhibit "A" attached hereto.
 - b. The proposed uses and designs depicted on Exhibit "A" attached hereto, including without implied limitation the widths of the right-of-ways, are consistent and comply with City's Comprehensive Plan and CRA Design and Technical Standards, and are compatible with City's adopted Form Based Code, as approved pursuant to DRC application #SP-22-001 on May 3, 2022.
4. **Abandoned Right-of-Way.** Pursuant to Section 5.03 of the MDA, on City's vacation of the right-of-way areas described in Exhibit "B" attached hereto (the "**Abandoned Areas**"), the Abandoned Areas shall be added to and included in the Beaumont Development Parcel and to Phase I thereof.
5. **City Support.** Section 10.03 of the MDA (City Support of Economic Development and Workforce Housing) is amended and restated as follows:

10.03 CITY SUPPORT OF ECONOMIC DEVELOPMENT AND WORKFORCE HOUSING.

In order to facilitate advancing the goals of the CRA Plan, City will provide economic development incentives to SkyView as outlined in Exhibit "D" including but not limited to ~~a reduction or waiver of building permit fees, a reduction or waiver of parks and recreation impact fee credits, additional public parking; funding for completion of the Ancillary Public Improvements; reduction or waiver of mobility fees~~ waiver of all permit fees (for vertical construction permits), all inspection fees, all parks and recreation impact fees, and all mobility fees; and funding pursuant to the available CRA funding, grants and incentive programs. ~~In order to increase the availability of workforce housing located in proximity to the Medical District, the City shall provide economic support for development of 5% of the units in Phase I as workforce housing affordable to household with incomes between 80-120% of Area~~

~~Median Income, with a minimum of sixteen (16) units available for households with incomes at 80% AMI. ("Workforce Units"). City support is described in Exhibit "D". SkyView Kissimmee I, LP, its successors, heirs or assignees, will provide an annual report to the City documenting income verification for residents of Workforce Units.~~

SkyView will lease sixteen (16) units (six studio units, five 1-bedroom units, and five 2-bedroom units) of the 312 total units at rates the Florida Housing Finance Corporation (in its index for Income Limits and Rent Limits) reports are affordable to households with incomes at 80% of Area Median Income (the "80% AMI Units"). SkyView will have the right from time to time to designate the 80% AMI Units; provided, however, all 80% AMI Units shall have the same finishes as are provided in the market rate units. Tenants of 80% AMI Units must pay the same charges other tenants must pay, without discount or reduction, for other services, including without implied limitation, if applicable, parking, pest control, wifi, amenities fees, and trash removal and other valet services. SkyView will provide an annual report to the City documenting income verification for residents of 80% AMI Units. This obligation of SkyView to lease the 80% AMI Units below market rates will expire twenty (20) years after the issuance of a Certificate of Occupancy for Phase I, at which time SkyView will have the right to let all units at market rates. City is not required to provide economic support to SkyView for the 80% AMI Units.

6. **Rights.** City and Agency agree as lands are conveyed to SkyView, City and Agency will not reserve any of the rights, titles, claims, or interests described in Section 270.11, Florida Statutes. City and Agency expressly decline to reserve or retain any such rights, titles, claims, or interests.
7. **Development Schedule.** The Exhibit "C" attached hereto replaces and supersedes the Exhibit E (Development Schedule) attached to the MDA. References in the MDA to "Exhibit E," "Development Schedule," and other references to the schedule attached as Exhibit E to the MDA shall be deemed to refer to the revised schedule attached hereto as Exhibit "C".
8. **Commencement Date and Initial Term.** The Parties agree the "Commencement Date" prescribed in Section 3.01 of the MDA is extended to and shall hereafter be the Amendment Effective Date. As a consequence, the "Initial Term" (which is also prescribed in Section 3.01 of the MDA) shall expire at noon on the date which is five (5) calendar years following the Effective Date of this Amendment.
9. **Ratification.** City and Agency confirm the Findings of Fact set forth in the MDA also justify the modifications to the MDA made by this Amendment. The Parties hereby ratify and

confirm the MDA, subject to the modifications effectuated by this Amendment. All provisions of the MDA not modified by this Amendment will remain in full force and effect and remain unchanged by the terms of this Amendment. As used herein, underlined words indicate additions to existing texts, and ~~stricken~~ words include deletions from the existing text of the MDA. To the extent of any inconsistency between the Amendment and the MDA, the terms and conditions of this Amendment shall control.

10. **Severability**. If any provision of this Amendment is found to be invalid or unenforceable, that provision will be severed from this Amendment and the remainder of this Amendment will continue to be binding and enforceable.
11. **Counterparts**. This Amendment may be executed in multiple counterparts. The signature of any Party to a counterpart shall be deemed to be the signature to, and may be appended to, any other counterpart. A Party shall be bound by this Amendment by executing a counterpart hereof, then transmitting the executed counterpart to the other Parties via email in .pdf or similar format.
12. **Further Assurances**. Each Party will, without additional consideration, sign, acknowledge, and deliver any other document[s] and take any other action necessary or appropriate and reasonably requested by another Party to carry out the intent and purpose of this Amendment and the MDA.
13. **Final Approval**. This Amendment is expressly subject to, and shall not be or become effective or binding on, City or Agency until approved by City's City Commission and Agency's Board of Commissioners and is fully executed on behalf of City and Agency and any appeal period, if applicable, has expired.
14. **SkyView Authority**. The individual executing this Amendment on behalf of SkyView represents and warrants that he or she is duly authorized to execute on behalf of and bind SkyView to this Amendment.
15. **Exhibits**. The following Exhibits referenced above are attached to, incorporated in, and form a material part of this Amendment:
 - a. Exhibit "A" (the Overall Site Plan and the Plat Plan); and
 - b. Exhibit "B" (Abandoned Areas); and
 - c. Exhibit "C" (Revised Development Schedule).

[The Parties have signed on the following pages.]

[Signature page for First Amendment to Master Development Agreement]

ATTEST:

By: Linda S. Hansell
City Clerk

Print name: Linda S. Hansell

CITY OF KISSIMMEE

By: Olga Gonzalez
Print name: Olga Gonzalez

As its: Mayor-Commissioner

ATTEST:

By: Linda S. Hansell
City Clerk

Print name: Linda S. Hansell

**DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY**

By: Olga Gonzalez
Print name: Olga Gonzalez

As its: Chair

WITNESSES SIGNATURES:

Signature: [Signature]
Print name: Samantha Vasquez
Signature: [Signature]
Print name: Eddie Davis

SKYVIEW KISSIMMEE DEVELOPER LLC

By: [Signature]
Print name: Stephen Liberty
As its: COO

STATE OF FLORIDA
COUNTY OF OSCEOLA

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization on 10/03, 2022, by Stephen R. Liberty, as _____ of **SKYVIEW KISSIMMEE DEVELOPER LLC**, a Delaware limited liability company, on behalf of the company. He/She ☐ is personally known to me or ☒ has produced Florida Drivers License, as identification.

[Signature]

SIGNATURE OF NOTARY
Samantha Vasquez

PRINT NAME OF NOTARY

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: _____

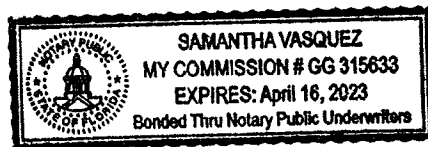


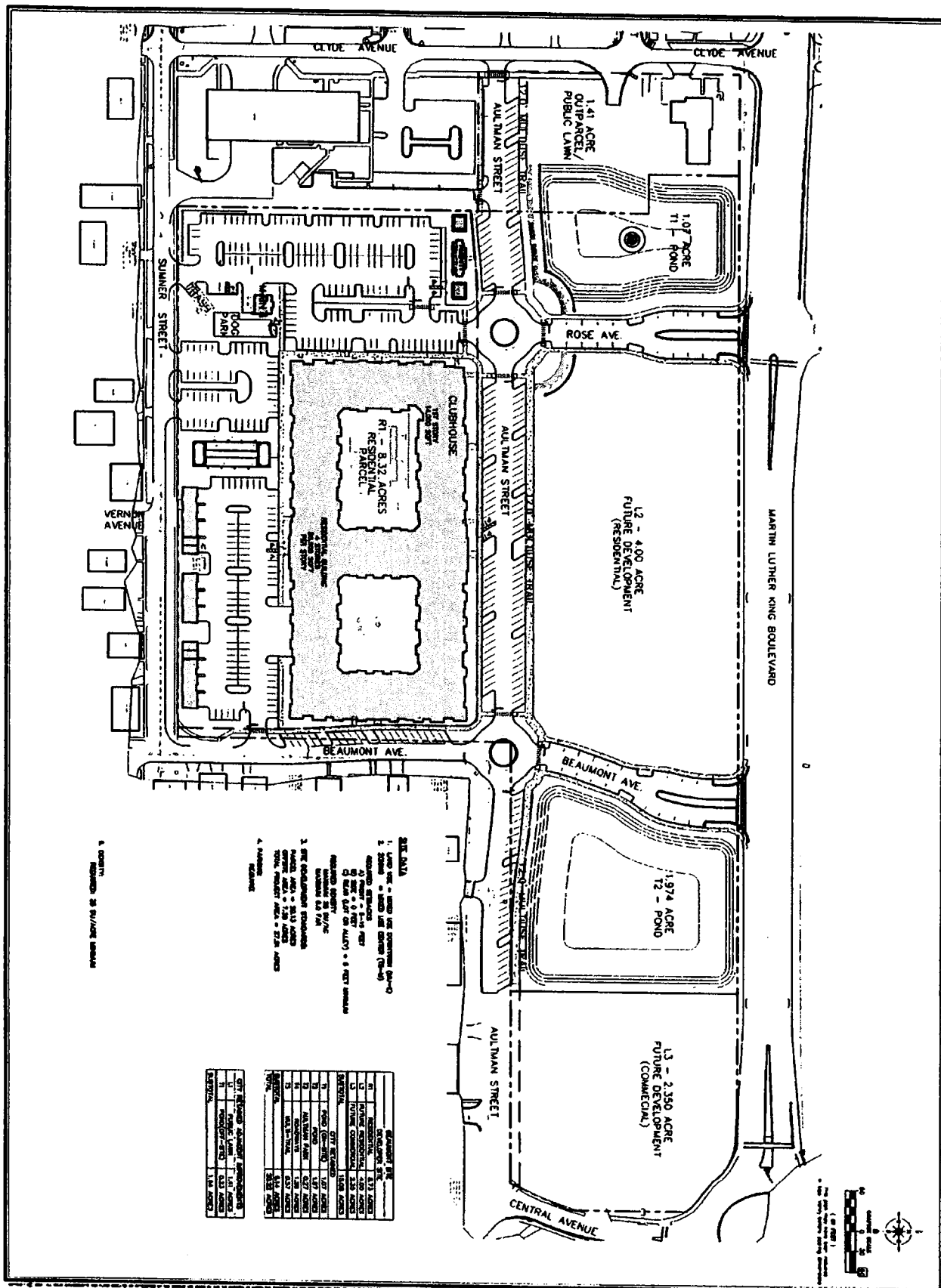
EXHIBIT "A"

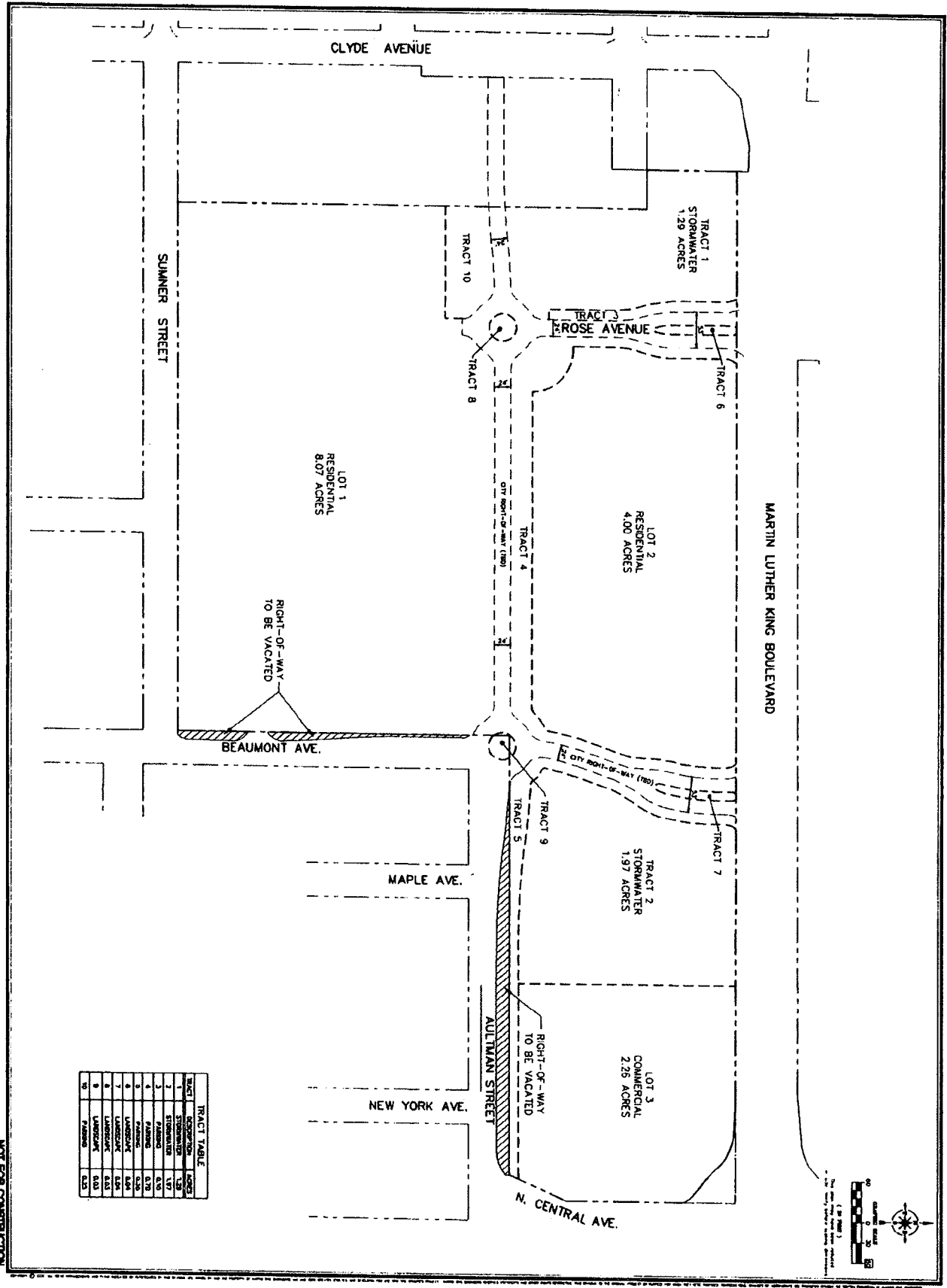
AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

COMPOSITE AMENDMENT EXHIBIT A

OVERALL SITE PLAN AND PLAT PLAN

(Following 3 Pages)





DWG# 21-000000

C015

PLAT PLAN

Scale As Noted
 Date: 04/08/2008
 Project No: 7937001

Design: CD
 Drawn: CD
 Checked: AA

Revisions:

No.	Date	Description

**BEAUMONT
REDEVELOPMENT PH1**

CITY OF KISSIMEE, FLORIDA

HARRIS
 Surveying & Mapping, LLC
 1420 E. Highway 190
 Kissimmee, Florida 34758
 Phone: (407) 439-1177
 Fax: (407) 439-1888
 www.harris-surveying.com

EXHIBIT "B"

AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

EXHIBIT B ABANDONED AREAS

(Following 7 Pages)

SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY

SEE SHEETS 2 & 3 OF 3 FOR SKETCH

LEGAL DESCRIPTION:

A parcel of land being a portion of Aultman Street, lying in Section 21, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Begin at the Southeasterly corner of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45 and 46 of the Public Records of Osceola County, Florida and the West Right of Way line of Central Avenue; thence N89°57'18"W, along the South line of said Lot 1, said line also being the North Right of Way line of Aultman Street, a distance of 579.54 feet; thence departing said North Right of Way line, run S84°48'22"E, a distance of 29.17 feet; thence S84°53'56"E, a distance of 31.01 feet; thence S82°33'44"E, a distance of 44.39 feet; thence S83°19'49"E, a distance of 20.72 feet; thence S84°14'22"E, a distance of 10.64 feet; thence S85°09'55"E, a distance of 21.28 feet; thence S86°23'58"E, a distance of 21.28 feet; thence S87°56'32"E, a distance of 31.92 feet; thence S89°16'46"E, a distance of 89.66 feet; thence N89°49'35"E, a distance of 247.35 feet to the Point of Curvature of a curve, Concave to the North, having a Radius of 51.22 feet and a Central Angle of 39°52'08"; thence run Easterly along the Arc of said curve, a distance of 35.64 feet (Chord Bearing = N69°53'31"E, Chord = 34.93 feet); thence N02°11'36"E, a distance of 6.82 feet to the Point of Beginning.

Containing 9,187 square feet or 0.211 acres, more or less.

REQUESTED BY: SKYLINE SERVICE DEVELOPMENT, LLC

SHEET 1 OF 3

DATE OF SURVEY	7/14/2022	REVISIONS	
SCALE	1" = 40'		
FILE	FILE		
SECTION	21		
TWP	25	S. R. 29	E.
JOB NO.	20-274A		

JOHNSTON'S
SURVEYING INC.

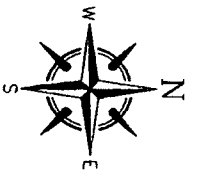
500 GOLF PLEASANT PARKWAY, KISSIMEE, FLORIDA 34744
TEL (407) 847-2173 FAX (407) 847-6110

R.D.B.

7/15/2022

RICHARD D. BROWNE, F.S.M. #12700 (PAID)

NOT VALID WITHOUT RAISED SURVEYORS SEAL



SCALE: 1" = 60'

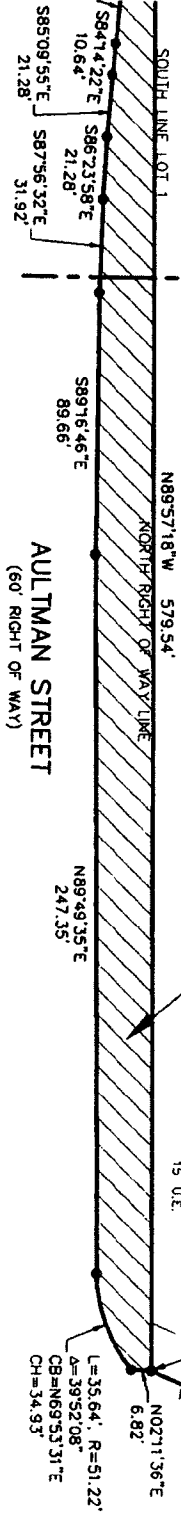
SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION

LOT 1
OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

PROPOSED PORTION OF
VACATED AULTMAN
STREET RIGHT OF WAY
9.187 SF/0.211 AC±

POINT OF
BEGINNING
SOUTHEASTERLY
CORNER LOT 1 &
WEST RIGHT OF WAY
CENTRAL AVENUE

CENTRAL AVENUE
R/W WIDTH VARIES



MAPLE AVENUE
(50.6' R/W)

NEW YORK AVENUE
(50.6' R/W)

BLOCK D

BLOCK C

OSCEOLA & ONEIL ADDITION
PLAT BOOK 1, PAGE 7

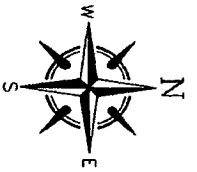
OSCEOLA & ONEIL ADDITION
PLAT BOOK 1, PAGE 7

- LEGEND AND ABBREVIATIONS**
- TWP - TOWNSHIP
 - RNG. - RANGE
 - NO. - NUMBER
 - LB - LICENSED BUSINESS
 - R/W - RIGHT OF WAY
 - P.S.M. - PROFESSIONAL SURVEYOR AND MAPPER
 - TEL. - TELEPHONE
 - F.B. - FIELD BOOK
 - PLAT BOOK - PLAT BOOK
 - PLUS OR MINUS - PLUS OR MINUS
 - ± - AND

JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 2 OF 3

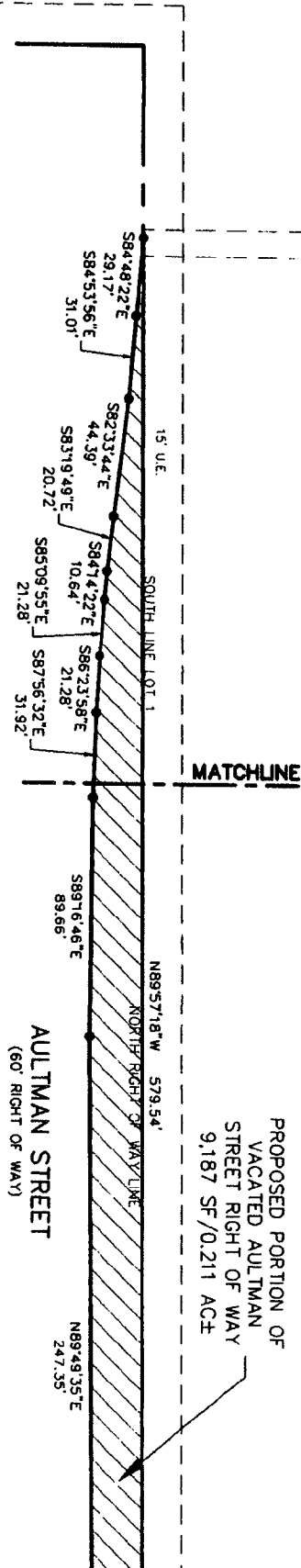


SCALE: 1" = 60'

SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION

LOT 1
OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

PROPOSED PORTION OF
VACATED AULTMAN
STREET RIGHT OF WAY
9,187 SF/0.211 AC±



BEAUMONT AVE.
(50.6' R/W)

MAPLE AVENUE
(50.6' R/W)

NEW YORK AVENUE
(50.6' R/W)

BLOCK E

BLOCK D

OSCEOLA & ONEIL ADDITION
PLAT BOOK 1, PAGE 7

OSCEOLA & ONEIL ADDITION
PLAT BOOK 1, PAGE 7

LEGEND AND ABBREVIATIONS
TWP - TOWNSHIP
RNG - RANGE
NO. - NUMBER
LB - LICENSED BUSINESS
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TEL. - TELEPHONE
F.B. - FIELD BOOK
P.B. - PLAT BOOK
± - PLUS OR MINUS

JOHNSTON'S
SURVEYING, INC.

300 Cross Prairie Parkway, Kassimette, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 3 OF 3

SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY

SEE SHEET 2 OF 2 FOR SKETCH

LEGAL DESCRIPTION:

A parcel of land being a portion of Beaumont Avenue, lying in Section 21, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45 and 46 of the Public Records of Osceola County, Florida and the North Right of Way line of Sumner Street; thence departing said North Right of Way line, run N00°06'36"E, along the West Right of Way line of Beaumont Avenue, a distance of 133.24 feet to the Point of Beginning; thence continue N00°06'36"E, along said West Right of Way line, a distance of 299.84 feet to a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 31°51'34"; thence departing said West Right of Way line, run Southerly along the arc of said curve, a distance of 13.90 feet (Chord Bearing = S15°49'09"E, Chord = 13.72 feet); thence S00°02'07"E, a distance of 108.24 feet; thence S01°56'08"E, a distance of 25.04 feet to the Point of Curvature of a curve, Concave to the East, having a Radius of 1,041.50 feet and a Central Angle of 03°18'01"; thence run Southerly along the Arc of said curve, a distance of 59.99 feet (Chord Bearing = S03°35'09"E, Chord = 59.99 feet) to a Point of Reverse Curve, Concave to the West having a Radius of 945.23 feet and a Central Angle of 04°15'39"; thence Southerly along the arc, a distance of 70.29 feet, (Chord Bearing = S03°06'20"E, Chord = 70.28 feet) to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 64°16'19"; thence run Southwesterly along the arc of said curve, a distance of 28.04 feet (Chord Bearing = S28°44'22"W, Chord = 26.60 feet) to the Point of Beginning.

Containing 1,967 square feet or 0.045 acres, more or less.

RECORDS FILED BY: 360778455/2022/01/15/2022

SHEET 1 OF 2

DATE OF SURVEY	7/14/2022	REVISIONS	
SCALE	1" = 50'		
BY	JOHNSTON'S		
S. CHAIN	1"		
TAP	2" S. P.C. 2" E.		
JOB NO.	20-234A		

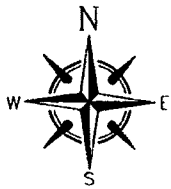
JOHNSTON'S SURVEYING INC.

5100 CROSS STREET, HOLAND, ALABAMA, 36744
TEL (407) 847-2172 FAX (407) 847-6110

[Signature] 7/15/2022

MICHAEL D. BROWNE, L.S.M. #1700 (011)

NO. 1. AGS. VAL. 2. W. 400' BASED SURVEYOR'S SEAL



SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

SCALE: 1" = 60'

LOT 1

OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

PROPOSED PORTION OF
VACATED BEAUMONT
AVENUE RIGHT OF WAY
1,967 SF/0.045 AC±

LOT 1

OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

POINT OF
BEGINNING

POINT OF
COMMENCEMENT

SOUTHEAST CORNER LOT 1,
OSCEOLA COUNTY
GOVERNMENT BEAUMONT
COMPLEX & NORTH RIGHT
OF WAY OF SUMNER STREET

AULTMAN STREET
(60' RIGHT OF WAY)

L=13.90', R=25.00'
Δ=31°51'34"
CB=S15°49'09"E
CH=13.72'

BEAUMONT AVE.
(50.6' R/W)

BLOCK E

OSBORN & O'NEIL ADDITION
PLAT BOOK 1, PAGE 7

L=59.99', R=1041.50'
Δ=3°18'01"
CB=S03°35'09"E
CH=59.99'

L=70.29', R=945.23'
Δ=4°15'39"
CB=S03°06'20"E
CH=70.28'

L=28.04', R=25.00'
Δ=64°16'19"
CB=S28°44'22"W
CH=26.60'

LEGEND AND ABBREVIATIONS

TWP. = TOWNSHIP
RNG. = RANGE
NO. = NUMBER
LB = LICENSED BUSINESS
R/W = RIGHT OF WAY
P.S.M. = PROFESSIONAL
SURVEYOR AND MAPPER
TEL. = TELEPHONE
F.B. = FIELD BOOK
P.B. = PLAT BOOK
± = PLUS OR MINUS
& = AND

JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel (407) 847-2179 Fax (407) 847-6140

SHEET 2 OF 2

SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY

SEE SHEET 2 OF 2 FOR SKETCH

LEGAL DESCRIPTION:

A parcel of land being a portion of Beaumont Avenue, lying in Section 21, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Begin at the Southeast corner of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45 and 46 of the Public Records of Osceola County, Florida and the North Right of Way line of Sumner Street; thence departing said North Right of Way line, run N00°06'36"E, along the West Right of Way line of Beaumont Avenue, a distance of 103.33 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 25.00 feet and a Central Angle of 63°36'31"; thence departing said West Right of Way line, run Southeasterly along the arc of said curve, a distance of 27.75 feet (Chord Bearing = S31°05'33"E, Chord = 26.35 feet); thence S00°42'26"W, a distance of 67.08 feet to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 28.58 feet and a Central Angle of 32°09'39"; thence run Southwesterly along the arc of said curve, a distance of 16.04 feet (Chord Bearing = S26°33'08"W, Chord = 15.83 feet); thence N85°26'30"W, a distance of 5.92 feet to the Point of Beginning.

Containing 1,257 square feet or 0.029 acres, more or less

REQUESTED BY: SCOTT H. KESSLER, CIVIL ENGINEER

SHEET 1 OF 2

DATE OF SURVEY	7/14/2022	REVISION	
SCALE	1" = 60'		
BY	PAUL		
SECTION	21		
TWP	25 S. R. 29 E.		
JOB NO.	20-2-1A		

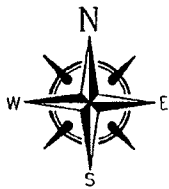


500 E. Kissimmee Parkway, Kissimmee, Florida 34744
Tel: (407) 847-2179 Fax: (407) 847-6110

R.D.B. 7/15/2022

RICHARD D. BROWN, P.E., S.V. 40700 (1411)

NOTE: NOT VALID WITHOUT SIGNED SURVEYOR'S SEAL



SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

SCALE: 1" = 60'

LOT 1

OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

AULTMAN STREET
(60' RIGHT OF WAY)

BLOCK E

OSBORN & O'NEIL ADDITION
PLAT BOOK 1, PAGE 7

LOT 1

OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

BEAUMONT AVE.
(50.6' R/W)

PROPOSED PORTION OF
VACATED BEAUMONT
AVENUE RIGHT OF WAY
1,257 SF/0.029 AC±

POINT OF
BEGINNING

SOUTHEAST CORNER LOT 1,
OSCEOLA COUNTY
GOVERNMENT BEAUMONT
COMPLEX & NORTH RIGHT OF
WAY LINE OF SUMNER STREET

L=27.75', R=25.00'
Δ=63°36'31"
CB=S31°05'33"E
CH=26.35'

LEGEND AND ABBREVIATIONS

TWP. = TOWNSHIP
RNG. = RANGE
NO. = NUMBER
LB. = LICENSED BUSINESS
R/W = RIGHT OF WAY
P.S.M. = PROFESSIONAL
SURVEYOR AND MAPPER
TEL. = TELEPHONE
F.B. = FIELD BOOK
P.B. = PLAT BOOK
± = PLUS OR MINUS
& = AND

SUMNER STREET
(50.6' R/W)

L=16.04', R=28.56'
Δ=32°09'39"
CB=S26°33'08"W
CH=15.83'

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 2 OF 2

EXHIBIT "C"

Amendment I - Exhibit C - DEVELOPMENT SCHEDULE AND MILESTONES

Exhibit E - DEVELOPMENT SCHEDULE AND MILESTONES

	Target Start	Target End	Milestone
Development Agreement Signed			Dec-2021
MDA Amendment I Signed			Sep-2022
Demolish Buildings in Phase 1 / Phase 1 API footprint	Aug-2022	Sep-2022	
Demolish Buildings in Phase 2 footprint		Jun-2024	
Demolish Buildings in Phase 3 footprint		Jan-2026	
Phase 1 - Multi-Family Apartment Building (20 months)			
Ancillary Public Improvements (API) Engineering and Permitting	Dec-2021	Aug-2022	
API Construction	Sep-2022	Sep-2023	
Building Design and Permitting	Dec-2021	Dec-2022	
Close on Land			Dec-2022
Building Construction	Dec-2022	Jan-2024	
Vertical Building Construction	Jan-2023		Per 6.03
Completion			Jan-2024
Phase 2 - Residential or Mixed Use Building (21 months)			
API Engineering and Permitting	Jan-2024	Jul-2024	
API Construction	Jul-2024	Jan-2025	
Building Design and Permitting	Jan-2024	Jul-2024	
Close on Land			Jul-2024
Building Construction	Jul-2024	Oct-2025	
Vertical Building Construction	Sep-2024		Per 6.03
Completion			Oct-2025
Phase 3 - Mixed-Use Commercial Building (23 months)			
API Engineering and Permitting	Aug-2025	Feb-2026	
API Construction	Feb-2026	Feb-2027	
Building Design and Permitting	Aug-2025	Feb-2026	
Close on Land			Dec-2025
Building Construction	Feb-2026	Jun-2027	
Vertical Building Construction	May-2026		Per 6.03
Completion			Jun-2027
End of Initial Development Term (5 years)			Sep-2027

Target Start	Target End	Milestone
		Dec-2024
Mar-2022	Apr-2022	
	Oct-2023	
	May-2025	
Dec-2021	May-2022	
Apr-2022	Apr-2023	
Dec-2021	May-2022	
		Apr-2022
May-2022	Jul-2023	
Jul-2022		Per 6.03
		Jul-2023
Jun-2023	Nov-2023	
Nov-2023	May-2024	
Jun-2023	Nov-2023	
		Nov-2023
Nov-2023	Feb-2025	
Jan-2024		Per 6.03
		Feb-2025
Dec-2024	Jun-2025	
Jun-2025	Jun-2026	
Dec-2024	Jun-2025	
		Apr-2025
Jun-2025	Oct-2026	
Sep-2025		Per 6.03
		Nov-2026
		Nov-2026



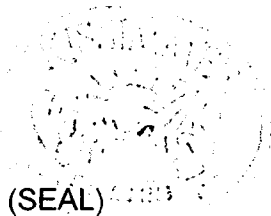
CITY OF KISSIMMEE

Office of the City Clerk

101 Church Street . Kissimmee, Florida 34741-5054 . Phone 407-518-2308 . FAX 407-518-2260

October 20, 2022

I HEREBY CERTIFY that the attached is a true and correct copy of the **MASTER DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF KISSIMMEE AND DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY AND SKYVIEW KISSIMMEE DEVELOPER LLC**, as approved by the City Commission on December 21, 2021.



By: Linda S. Hansell
Linda S. Hansell
City Clerk

**MASTER DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF KISSIMMEE
AND
DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
AND
SKYVIEW KISSIMMEE DEVELOPER LLC**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered into this 21st day of December, 2021 (the “Effective Date”) , by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, (hereinafter referred to as “City”); the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a special district created pursuant to Part III, Chapter 163, Florida Statutes, (hereinafter referred to as “Agency”) and **SKYVIEW KISSIMMEE DEVELOPER LLC**, a Delaware Limited Liability Company, having its principal place of business at 330 N Beaumont Ave, Kissimmee, FL 34741, (hereinafter referred to as “SkyView”), and each represents as follows:

WITNESSETH

WHEREAS, the City Commission adopted Resolutions 47-91 and 11-93 which found and determined that the downtown redevelopment district described therein, and expanded from time to time, is a blighted area within the meaning of Chapter 163, Florida Statutes, known as the Community Redevelopment Act of 1969 (the “Act”) and that redevelopment and improvement of such area was necessary in the interest of the public health safety and welfare of the residents of the City; and

WHEREAS, the City Commission created the Agency to carry out the community redevelopment purposes of the Act within the Redevelopment area (the “CRA”); and

WHEREAS, by Ordinance 1893 the City Commission established the redevelopment trust fund (the “Trust Fund”) into which tax increment is deposited each year by affected taxing authorities (the “Tax Increment”), in accordance with Section 163.387 of the Act; and

WHEREAS, the City Commission adopted the Downtown Kissimmee Community Redevelopment Plan (the “CRA Plan”) for the Redevelopment area in 1992, which is amended from time to time; and

WHEREAS, the CRA Plan describes the diminishing downtown Kissimmee population, and the lack of mixed-use residential development in the CRA and recognizes the need for reinvestment and improvements within the CRA to retain and attract residents; and

WHEREAS, the CRA Plan provides for a public-private development program to encourage private investment in the CRA; and

WHEREAS, City is the owner of approximately 20 acres in the redevelopment area located at the southwest corner of Martin Luther King Blvd. and Central Avenue, adjacent to downtown Kissimmee, also known the Beaumont Development Parcel, a description of which is attached hereto as Exhibit “A”; and

WHEREAS, City acquired the property in 2018 for the purpose of fostering redevelopment consistent with the City’s goals for CRA and the Medical Arts District; and

WHEREAS, on September 17, 2020, the City and the CRA issued RFQ2020-006 to solicit a qualified private sector master developer to spearhead the redevelopment to include varying medium to high density residential unit types, mixed-use and commercial buildings to compliment the nearby Medical Arts District, and improve overall infrastructure (the “Project”); and

WHEREAS, a Selection Committee reviewed and scored the proposals received based on specific selection criteria, and ranked SkyView as the most qualified; and

WHEREAS, on November 2, 2020, the City Commission consented to the conceptual plans for redevelopment of the real property proposed by SkyView attached hereto as Exhibit “B” and authorized the City Manager to negotiate with SkyView to acquire the real property for redevelopment; and

WHEREAS, SkyView is a real estate development company that has the skills, expertise and financial ability to redevelop the real property; and

WHEREAS, SkyView investigated, researched and completed its due diligence concerning the redevelopment of the Beaumont Development Parcel and satisfied itself that it could timely complete the concept; and

WHEREAS, City desires to collaborate with SkyView in the redevelopment of the Beaumont Development Parcel so as to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to SkyView in the approval of development and assurances that they may proceed in accordance with existing laws and policies subject to the conditions of this Agreement; and

WHEREAS, the goal of the Parties is to create an attractive, safe and desirable area to work and reside, to establish higher density market rate development supporting growth of the

medical industry in the City, a pedestrian and transit-oriented community, and increase economic benefits to the City, all of which serve the best interest of the public; and

WHEREAS, the purpose of this Master Development Agreement is to set out the responsibilities, time periods, development regulations and standards to govern the redevelopment of the Beaumont Development Parcel, and memorialize the public-private partnership created herein with terms and conditions associated with City financed incentives to effectuate quality redevelopment; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

FINDINGS OF FACT

(A) Pursuant to Section 2(b), Art. VIII of the Florida Constitution, Section 166.021, Florida Statutes and Section 4 & 5, Article 1 of the Kissimmee City Charter, City has broad home rule powers to enter into Agreements and to convey real property in the public interest. The area identified as the Beaumont Development Parcel is located within CRA and is appropriate for redevelopment.

(B) The Project will meet the objectives and purpose of the CRA Plan.

(C) The Project is the next step in the process of transforming the Downtown into a new urban community taking advantage of its geographic location, access to local and regional transportation, and skyline views.

(D) The Project will dramatically enhance the appearance, character, economics and safety of the area and exhibit superior design features making downtown and the Medical District inviting to residences and businesses.

(E) The Project will meet a need for workforce housing, medical offices and supportive retail establishments serving employees and residents in the Medical District, thereby supporting local hospitals and fostering economic growth in the City.

(F) The proposed improvements and uses are consistent with the City's Comprehensive Plan.

(G) The proposed improvements, use and design are compatible with City's adopted Form Based Code.

(H) The proposed Project is in the best interest of the public health, safety, and welfare of the citizens of the City.

(I) Approval of this Agreement does not permit construction of the Project. Rather, this Agreement outlines the conceptual plan and terms upon which SkyView may acquire and develop the Property. Prior to construction, SkyView must obtain, through the City's permitting process, site specific plan approval and building permits consistent with the City's adopted Form Based Code. Consistent with the requirements of law, the City agrees to expedite review of all applications for approvals and permits submitted by SkyView to facilitate development consistent with the schedule contemplated herein. Upon approval and throughout the term of this Agreement, the municipal zoning and land use regulations in effect on the date of approval shall govern the development of this Project, except that SkyView will be required to conform to any changes in the Florida Building Code and Fire Code adopted during the term of the Agreement. The City reserves its police powers except to the limited extent to which the project acquires vested rights.

SECTION 1. GENERAL

1.01 PURPOSE OF THIS AGREEMENT.

The purpose of this Agreement is to set forth the rights, duties, and responsibilities of each Party as it pertains to the management and redevelopment of the Beaumont Development Parcel, including the Necessary Site Improvements and Ancillary Public Improvements as hereinafter defined. SkyView will serve as master developer, and, in concert with Affiliates of SkyView, is acquiring rights to purchase the Phase 1, pursuant to the Purchase Option Agreement, attached hereto as Exhibit "C". SkyView is also being granted an exclusive Purchase Option ("Option") with regard to the other development sites with the Beaumont Development Parcel (including Phase 2 and Phase 3), which Option shall be governed by the terms set forth herein.

1.02 INCORPORATION OF RECITALS AND FINDING OF FACTS.

The above Recitals and Finding of Facts are true and correct, and incorporated herein.

1.03 INCORPORATION OF ATTACHED EXHIBITS AND ADDENDA.

The Exhibits and Addenda attached to this Agreement shall be deemed incorporated in this Agreement.

SECTION 2. DEFINITIONS

2.01 AFFILIATE OF SKYVIEW.

“Affiliate of SkyView” shall mean any legal entity in which SkyView Kissimmee Developer LLC is a member, shareholder, limited partner or otherwise holds any ownership interest.

2.02 ANCILLARY PUBLIC IMPROVEMENTS.

“Ancillary Public Improvements” are those improvements which support the Minimum Development Program and are ancillary to and in addition to Necessary Site Improvements. They include, but are not limited to, demolition of existing structures located on the Beaumont Development Parcel, providing funding for public parking within the Beaumont Development Parcel, relocating stormwater and driveway facilities for the fire station, realigning and re-establishing the street grid serving the Medical District as shown on the revised conceptual plan attached as Exhibit “B”, relocating and resizing subsurface water and sewer utilities to locations a minimum of five (5) feet outside the building envelopes within the Beaumont Development Parcel, amendment or addition of soils if necessary to permit development of Phase 1 as shown in Exhibit “B” and design, permitting and construction of a neighborhood park and open spaces and a master stormwater system serving the entire Beaumont Development Parcel. The responsibility for the construction and cost of each of the Ancillary Public Improvements are set forth in Exhibit “D”.

2.03 Intentionally Omitted.

2.04 CITY CODE.

“City Code” shall mean the Code of Ordinances, including the Land Development Code and/or Form Based Code of the City of Kissimmee.

2.05 CLOSE OR CLOSING.

“Close” or “Closing” shall mean the transfer of title to all or a portion of the Beaumont Development Parcel, as further described herein.

2.06 CLOSING DATE.

“Closing Date” shall have the same meaning as set forth in the Purchase Option Agreement.

2.07 CLOSING COSTS.

“Closing Costs” shall mean customary and reasonable actual closing costs including costs or services directly related to sales, leases, or any other transactions related to or dispositions of

all or a portion of the Beaumont Development Parcel pursuant to the Purchase Option Agreement including, without limitation, brokerage fees and commissions, legal and accounting fees, appraisals, title insurance, surveys, environmental studies and normal prorations.

2.08 COMMENCEMENT DATE.

“Commencement Date” shall have the same meaning as set forth in Section 4.02.

2.09 DEVELOPABLE ACRES.

“Developable Acres” shall mean all of the land within the Beaumont Development Parcel except the fire station, fire station parking lot, existing streets, planned streets, master stormwater improvements and other new Ancillary Public Improvements such as sidewalks, and improved public rights of way which will not be relocated or modified pursuant to the Conceptual Plan.

2.10 DEVELOPMENT PHASE.

“Development Phase” shall mean each of the specific development projects defined in Exhibit “E”.

2.11 DIRECT MAINTENANCE OF LAND.

“Direct Maintenance of Land” shall mean the obligation of the City during the term of this Agreement to maintain the land owned by the City within the Beaumont Development Parcel, as set forth in Section 10.01 herein.

2.12 EFFECTIVE DATE.

“Effective Date” shall mean the date set forth in the first paragraph of this Agreement.

2.13 ENVIRONMENTAL REQUIREMENTS.

“Environmental Requirements” shall have the same meaning as set forth in Section 8.02.

2.14 EXPIRATION DATE.

“Expiration Date” shall have the same meaning as set forth in Section 3.01.

2.15 INTENTIONALLY DELETED.

2.16 FORCE MAJEURE.

“Force Majeure” shall mean any default or delay caused directly or indirectly, by strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of terrorism, fire, flood, earthquake, windstorm or hurricane, elements of nature or acts of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, civil disorders, medical pandemics that require quarantine or social distancing, or any other similar cause beyond the reasonable control of the Parties hereto.

2.17 HAZARDOUS MATERIALS.

“Hazardous Materials” shall have the same meaning as set forth in Section 8.01.

2.18 IMPROVEMENTS.

“Improvements” shall mean improvements on the Beaumont Redevelopment Parcel including, but not limited to certain county public offices to be relocated in the future, and, after relocation, utility lines, easements and other permitted encroachments as shown on the survey attached as Exhibit “F”.

2.19 CITY REPRESENTATIVE

“City Representative” shall mean the person designated by the City to be the point of contact for SkyView.

2.20 MINIMUM DEVELOPMENT PROGRAM.

“Minimum Development Program” shall mean the plan described in the Response to Request for Proposals by SkyView as updated in Exhibit “B” and Exhibit “E” which shall include not less than the following:

Phase 1: 300 multi-family residential units on 7.25 acres and associated amenities (including pool), together with approximately 6.30 acres of public stormwater, park or open space uses approved by the City together with Necessary Site Improvements and Ancillary Public Improvements to support Phase 1, some of which may also support later phases.

Phase 2: 125,000 square feet of mixed-use, commercial, office and/or residential development on 4.15 acres, together with Necessary Site Improvements and Ancillary

Public Improvements to support Phase 2, subject to meeting applicable zoning requirements.

Phase 3: 100,000 square feet of mixed-use, commercial, office and/or residential development on 2.3 acres, together with Necessary Site Improvements and Ancillary Public Improvements to support Phase 3, subject to meeting applicable zoning requirements.

2.21 BEAUMONT DEVELOPMENT PARCEL.

“Beaumont Development Parcel” shall mean the real property described in Exhibit “A” attached hereto and incorporated herein containing approximately 20 gross acres.

2.22 NECESSARY SITE IMPROVEMENTS.

“Necessary Site Improvements” shall mean private driveways, sidewalks, fences, landscaping and buffers, utility connections, and other non-public improvements shown in the plans approved by the City which are required to develop a mixed-use development on the Beaumont Development Parcel consistent with the requirements of the City Land Development Code and/or Form Based Code, and the CRA Design and Technical Standards as they pertain to streets, streetscapes, and sidewalk designs. To the extent any Necessary Site Improvements will be dedicated to the City (for example, sidewalks built in public right of way), certain Necessary Site Improvements will be available to the public.

2.23 INTENTIONALLY DELETED.

2.24 PRICE.

“Purchase Price” shall have the same meaning as set forth in the Purchase Option Agreement.

2.25 PURCHASE OPTION AGREEMENT.

“Purchase Option Agreement” shall mean that agreement attached hereto as “Exhibit “C”.

2.26 REPSONSE TO SOLICITATION.

SkyView’s submittal in response to City’s Solicitation for Proposals for the redevelopment of the Beaumont Development Parcel entitled RFQ2020-006 Beaumont Redevelopment Project.

2.27 TERM

“Term” shall mean the “Initial Term” as set forth in Section 3.01, as may be extended pursuant to Section 3.02.

SECTION 3. TERM OF AGREEMENT.

3.01 DURATION OF TERM.

Unless otherwise terminated early, the initial term of this Agreement for the redevelopment of the entire Beaumont Development Parcel shall be the period commencing as of noon on the Effective Date (also described herein as the “Commencement Date”) and expiring at noon on the date which is five (5) calendar years following the Commencement Date (“Initial Term”), or, if development has commenced and proceeded as contemplated in Section 4.02 hereof, the date on which all improvements to the Beaumont Development Parcel are completed as provided in Section 3.02 below, whichever occurs last.

3.02 EXTENSION.

If construction is not completed during the Initial Term, the Term of this Agreement shall be extended as follows:

A. For construction projects which are in progress, the Term of the Agreement shall extend until such projects are complete, but no longer than twenty-four months from the expiration date of the Initial Term;

B. For portions of the Beaumont Development Parcel which have not been acquired from the City, or which have been acquired from the City but construction has not commenced, the Term of the Agreement shall extend for an additional twenty-four months, provided SkyView requests and the City consents to the extension, which consent will not be unreasonably withheld by the City provided SkyView has continued to work in good faith.

SECTION 4. DESIGN, DEVELOPMENT AND USE OF BEAUMONT DEVELOPMENT PARCEL.

4.01 Phase 1.

Phase 1 of the Project will consist of development of 7.6 acres into a multi-family residential development together with development of additional lands retained by the City for

associated Ancillary Public Improvements and/or Necessary Site Improvements. The 7.6 acre area is generally identified in Exhibit “B” hereto.

4.02 PHASING OF DEVELOPMENT.

The Parties acknowledge that the most efficient and economic development of the Beaumont Development Parcel depends upon numerous factors, such as market orientation and demand, interest rates, competition and similar factors, and that generally it may be most economically beneficial to phase the Project.

Attached hereto as Exhibit “E” is the Development Schedule and Milestones, outlining the anticipated sequence of remaining development activities and a proposed timetable for redevelopment. SkyView shall have the right to acquire the acreage on which subsequent phases outlined in Exhibit “E” are to be built pursuant to the Purchase Option Agreement. The terms of the Purchase Option Agreement are set forth in Section 6 hereof. The Parties acknowledge that SkyView’s ability to develop pursuant to the Development Schedule set forth in Exhibit “E” is expressly conditioned upon funding and completion of the Ancillary Public Improvements within the time frames set forth in Exhibit “E”. Nothing herein shall prohibit the simultaneous development of multiple uses/phases nor the re-ordering of the development sequence provided the initial take down and development of property by SkyView shall include Phase 1, and the outside date for completion of development set forth in Exhibit “E” shall not be extended except as set forth herein.

The timing of the demolition and discontinuance of use of the various structures is included in Exhibit “E”.

4.03 DEVELOPMENT PLAN.

With the cooperation and input of SkyView, the City will review and process on an expedited schedule a replat of the Beaumont Development Parcel and concurrently will review and process a Site Plan for the Beaumont Development Parcel. The Site Plan will be consistent to the greatest extent practicable with the Form Based Code requirements applicable to the Beaumont Development Parcel per the City Code. Notwithstanding the foregoing, the City, consistent with the flexibility provided within the City Code, may approve waivers as provided in the Form Based Code applicable to the Beaumont Development Parcel as further depicted in the updated concept plan attached hereto as Exhibit “B”. Such revised Site Plan shall be and remain consistent with the Minimum Development Program set forth herein and the concept plan attached so that the intent of the Response to Solicitation is fully implemented. The development shall be designed and developed with interior and exterior finishes for the residential and commercial components of the

development typical for Class A market rate rental multifamily and commercial development in the Kissimmee Area.

4.04 DESIGN SERVICES.

SkyView shall be responsible for procuring the design of the redevelopment of the overall master conceptual plan for the Beaumont Development Parcel and for the design of the buildings constructed on Phase 1 as set forth in the Response to Solicitation and as further depicted in the revised concept plan attached hereto as Exhibit "B". The architectural design for the Beaumont Development Parcel shall support the goals of the CRA Plan and shall be and remain consistent with the Minimum Development Program incorporated in the Response to Solicitation as modified herein. In connection with submittals for permitting, SkyView shall submit to the City in advance of Development Review Committee hearings sufficient documentation to permit the City Representative to complete review of the design for consistency with this Agreement, the CRA Plan's goals and objectives, and City Code and standards, including drawings similar to the conceptual renderings of the proposed improvements included with the Response to Solicitation. City approval of plans and issuance of necessary permits shall not be unreasonably withheld or delayed. The standard of care for architectural and engineering services performed shall be judged by a standard of care that is consistent with the standards and quality prevailing among first-rate, qualified architectural and engineering firms engaged in projects of similar size and complexity.

4.05 DEVELOPMENT MANAGER SERVICES.

SkyView shall serve as the Development Manager and shall employ a general contractor to oversee the construction of the improvements. SkyView is professionally qualified to act as the Development Manager for the Project and will ensure that all contractors, sub-contractors, project managers and others engaged in the Project (the "Construction Service Providers") have and maintain any and all licenses, permits, insurance, and other authorizations necessary to complete the Project and perform the services required hereunder. SkyView shall contractually require the Construction Service Providers to review all design and construction documents generated in connection with the Project and to become familiar with the Beaumont Development Parcel and the local conditions under which the Project is to be constructed. SkyView will employ Construction Service Providers with the capability and experience, including sufficient qualified and competent supervisory personnel, to efficiently and timely accomplish the redevelopment and perform the services required hereunder. SkyView shall comply, and shall contractually require all Construction Service Providers to comply, with all Applicable Laws. The City Representative may review and approve all Construction Service Provider contracts for the construction of Ancillary Public Improvements, which review shall not be unreasonably delayed and which approval shall not be unreasonably withheld.

SkyView will include a requirement in each Construction Service Provider contract for Ancillary Public Improvements that the Construction Service Provider warrant to the City that all labor furnished to perform the redevelopment under this Agreement will be competent to perform the tasks undertaken, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the work will be of good quality, free from faults and defects, and in strict conformity with this Agreement. Construction Service Providers will be required to acknowledge that any work not strictly conforming to these requirements may be considered defective. All obligations related to or arising from all representations and warranties made to the City shall be obligations of, and shall be deemed incorporated in, the performance bond furnished by the Construction Service Providers for the benefit of SkyView and the City. For purposes of this Agreement, City and SkyView agree that the measure of quality shall be compliance with the requirements of this Agreement and compliance with building permits and construction sufficient to pass the City building department inspections during construction; issuance of a certificate of occupancy by the City shall be deemed to be satisfaction of the construction quality requirements set forth herein. Notwithstanding the foregoing, nothing herein shall limit or impair the rights of SkyView or the City under any warranties, bonds or guaranties provided by a Construction Service Provider.

SkyView shall cause the services and the work required by this Agreement, to be performed by Construction Service Providers and shall be responsible for the construction of the Project in strict conformity with the requirements of this Agreement, and shall pay for all labor, supervision, materials, supplies, furnishings, equipment and things required by this Agreement except for the costs that are the responsibility of the City per Exhibit "D".

SkyView shall cause the Construction Service Providers to perform the services and work at a level, and be judged by a standard care, that is consistent with the standards and quality prevailing among construction management and general contracting firms licensed in Florida with experience in projects of similar size and complexity. SkyView shall carry out and complete the services and work in an efficient, economical and timely manner, as expeditiously as is consistent with the level of skill and care required hereby, and in strict accordance with this Agreement.

4.06 TITLE TO IMPROVEMENTS.

Certain Necessary Site Improvements, and Ancillary Public Improvements, anticipated to be constructed by SkyView will be constructed on, affixed to or buried in the property and will become or remain the property of the City. Accordingly, all must be constructed and installed so as to conform to City Codes and standards.

4.07 UTILITY RELOCATION AGREEMENTS.

If necessary to facilitate redevelopment in accordance with the approved Site Plan, City and SkyView shall cooperate to obtain any required utility relocation agreements with utility providers.

SECTION 5. DEVELOPMENT OF BEAUMONT DEVELOPMENT PARCEL.

5.01 LAND PARCELS.

SkyView has become familiar with the real property site and the local conditions on which the redevelopment is to occur and the impact on the project to be constructed and operated.

Notwithstanding the foregoing, the City acknowledges that certain mineral rights reservations, parking rights, unknown subsurface soil conditions or buried structures, above ground and sub-surface utilities and encroachments may exist ("Unknown Defects") which the City and SkyView will cooperate to remove, correct or re-locate to the extent necessary to permit development consistent with the updated Concept Plan attached hereto as Exhibit "B". If such Unknown Defects are identified, SkyView shall work with Construction Service Providers and consultants to develop a plan to cure or otherwise resolve the Unknown Defects and shall propose a course of action to the City. The Parties shall cooperate to identify and implement the most cost-effective and expedient means to relocate, remove, repair or release said Unknown Defects within the time frames established in Exhibit "D". The Parties agree that if the cost to implement the selected remedy is Fifty thousand Dollars (\$50,000.00) or less, the cost shall be the responsibility of SkyView. If the cost to implement the selected remedy exceeds Fifty Thousand Dollars (\$50,000.00), the City shall bear the costs of remedying the Unknown Defect, but such City costs shall not exceed, in the aggregate, Five Hundred Thousand Dollars (\$500,000.00) without further approval by the City Commission. Upon receipt of approval of the plan by the City, and upon determining availability of funding to cover the costs of remedying the Unknown Defect, SkyView shall cause the approved course of action to be implemented as part of its Development Manager responsibilities, unless the Parties agree that the City will undertake any portion of the work directly.

5.02 NO OBLIGATION TO REMEDIATE.

SkyView shall have no obligation to undertake any environmental remediation of Hazardous Materials on the Beaumont Development Parcel if, (i) such Hazardous Materials existed on site prior to the Commencement Date and SkyView has not caused, permitted, contributed to or exacerbated the presence of such Hazardous Materials; or (ii) such Hazardous Materials have migrated onto the site from an off-site source, without SkyView's knowledge and SkyView has not caused, contributed to or exacerbated the presence of such Hazardous Materials. Without limiting the generality of the foregoing, SkyView may assist the City in remediation of the asbestos identified in the Phase I Environmental Site Assessment, dated January 24, 2020 and

prepared by Professional Services Industries, Inc. (PSI project #06634795), by hiring a licensed asbestos remediation contractor in conjunction with demolition of the structures, which contractor shall be approved by the City Representative but such approval shall not be unreasonably withheld or delayed, but the land will not be conveyed to SkyView by the City until the remediation is complete.

SkyView shall have no obligation to close on any portion of the Property which has not been remediated by others to satisfy residential clean up standards promulgated by the State of Florida.

5.03 SKYVIEW PLATS.

In connection with obtaining the approvals of the Site Plan, SkyView may cause each of the development phases to be re-platted, approved by the City of Kissimmee and recorded in the Public Records of Osceola County.

All or any portion of any right of way on, through or adjacent to the Beaumont Development Parcel that would by operation of law accrue to the Phase 1, Phase 2 or Phase 3 parcels upon the vacation or abandonment of the same by the City shall be deemed a part of such parcel.

To the extent that encroachments and/or irregularities exist on the boundaries of the Beaumont Development Parcel, the City agrees to use best efforts to remove encroachments and/or acquire title to sufficient land to permit development as shown on Exhibit "B". Identified encroachments and boundary irregularities are depicted on Exhibit "F".

5.04 EASEMENTS.

City reserves to itself and any third party operating at the direction and under the supervision of the City the right to install utilities upon areas of the Beaumont Development Parcel identified in the approved development plans for such uses or to grant easements for utilities on the Beaumont Development Parcel consistent with development plans, provided that the granting and use of such easements does not materially interfere its use of the Beaumont Development Parcel in the furtherance of the obligations undertaken by SkyView by reason of this Agreement. Consistent with the terms stated here, SkyView consents to such installations by the City or any third party operating at the direction and under the supervision of the City.

5.05 NO OTHER EASEMENTS OR AGREEMENTS.

To the best of City's knowledge and belief, other than those agreements described above, and those identified in the title report previously provided to SkyView, there are no other

easements over, under, through or within the Beaumont Development Parcel nor any other rights or claims related to the use or control of the Beaumont Development Parcel that will not be relocated prior to construction of further development on the Beaumont Development Parcel. If a subsequent update to title report reflects the presence of a nondisclosed easement, agreement or other encumbrance, the identification of such easement, agreement or other encumbrance shall not constitute a default under this Agreement, nor of the limited warranty given here, but such limited warranty shall be deemed to be amended to include the presence of the previously non-disclosed easement, agreement or other encumbrance. Notwithstanding the foregoing, in the event a nondisclosed easement, agreement or other encumbrance prevents or delays SkyView's ability to perform its obligations herein or if the City fails to complete or pay for the Ancillary Public Improvements and Necessary Site Improvements for which it has responsibility as set forth in Exhibit "D", the development schedule shall be amended to permit SkyView and/or the City to complete the Ancillary Public Improvements and Necessary Site Improvements, cure or otherwise remedy any undiscovered easement, agreement or encumbrance to permit continued redevelopment. Other than liens filed in association with City funded construction projects on the Property, City will be under no obligation to cure or otherwise remedy any easement, agreement or other encumbrance by reason of its identification in this Agreement or the referenced title report, or a future title update, but such obligation will arise, if at all, only if and when there is a Purchase Option Agreement for a Development Phase and then only to the extent addressed in and required by the terms of the Purchase Option Agreement.

SkyView will cause the title agent to request an update to the title report within sixty (60) days of the Effective Date; The City will be responsible for the cost of the update. In the event a previously undisclosed easement, agreement or encroachment is unacceptable to SkyView in its sole discretion, and the City is unwilling or unable to cure or otherwise remedy such easement, agreement or other encumbrance after notice from SkyView of the unacceptable condition, SkyView shall have the right to terminate this Agreement, receive a refund of any deposits paid in connection with any Purchase Option Agreements executed for any development phase, and shall be relieved of any obligations under this Agreement.

5.06 USE OF BEAUMONT DEVELOPMENT PARCEL.

SkyView may use such portions of the Beaumont Development Parcel as are reasonably related to or required to allow the construction of those portions of the Necessary Site Improvements, Ancillary Public Improvements, and other construction activities contemplated to be completed by SkyView under this Agreement provided that such uses are consistent with this Agreement, the Site Plan, and the Purchase Option Agreement. SkyView shall not knowingly bring Hazardous Materials or substances or permit any Hazardous Materials or substances to be brought onto the Beaumont Development Parcel without prior written approval of the City, which approval may be withheld at the sole and absolute discretion of the City.

5.07 ACCESS GRANTED.

City does hereby agree to make the Beaumont Development Parcel available to SkyView in its capacity as Master Developer/Development Manager to the extent reasonably required to allow SkyView to cause the demolition of existing structures and the construction of Necessary Site Improvements, the Ancillary Public Improvements and to take all other actions permitted under this Agreement and the Purchase Option Agreement. Accordingly, upon approval of this Development Agreement, City shall grant to SkyView and SkyView's Construction Service Providers a non-exclusive temporary construction and access easement, generally in the form attached hereto as Exhibit "G", over the Beaumont Development Parcel for the purpose of constructing and/or utilizing the Ancillary Public Improvements and Necessary Site Improvements for each phase of the Project. This easement shall become effective on the Commencement Date and shall automatically terminate upon Termination of this Agreement or upon completion of all Ancillary Public Improvements and Necessary Site Improvements, constructed on City owned property, whichever occurs last.

At such time, and from time to time, as SkyView or an Affiliate of SkyView acquires any portion of the Beaumont Development Parcel, then to the extent that any other portion of the Beaumont Development Parcel would be rendered inaccessible or difficult to access for development consistent with the Response to Solicitation, City shall reserve for benefit of itself, its successors and assigns and SkyView and its successors and assigns, access rights for the remaining portion of the Beaumont Development Parcel to ensure access to a public street for so long as the same is needed in order to complete the redevelopment of the Beaumont Development Parcel as contemplated under this Agreement.

During construction, SkyView shall be entitled to stage construction materials and equipment in the locations set forth in Exhibit "H" pursuant to a temporary license for use to be executed between SkyView and the City generally in the form of the Property Use Agreement attached hereto as Exhibit "I". SkyView shall also be entitled to utilize the building(s) identified in Exhibit "H" for construction offices during the term of the Agreement. Following completion of construction, the staging areas will be returned to the condition they are in at commencement of use by SkyView. In the event offsite construction staging is required for Phase 2 or 3, the City and SkyView agree to work together to identify City owned property that can be used by SkyView for staging.

5.08 RIGHT OF ENTRY.

The City retains the full right of entry in and to the Beaumont Development Parcel for any purpose necessary, incidental to or in connection with its obligations hereunder, including (i) performing Direct Maintenance of Land (ii) exercising its governmental functions, or (iii)

conducting such inspections as the City in its discretion deems necessary. Once construction of the Necessary Site Improvements or the Ancillary Public Improvements associated with any Development Phase has commenced, then except in the case of an emergency, the City agrees to notify SkyView within a reasonable time in advance of all entries into that portion of the Beaumont Development Parcel under active development so as to minimize disturbance to the same. The City's right of entry includes access for the City's contractors, employees and/or agents and third parties acting with permission of the City.

SECTION 6. PURCHASE OPTION AGREEMENT

6.01 CITY SHALL NOT SELL BEAUMONT DEVELOPMENT PARCEL

During the term of this Agreement, except as is consistent with this Agreement, the City shall not enter into any contract or agreement to sell, convey or otherwise dispose of all or any portion of the Beaumont Development Parcel except as provided herein.

6.02 INTENTIONALLY DELETED

6.03 GRANT OF OPTION.

For the duration of this Agreement, the City grants to SkyView an option through the Purchase Option Agreement (the "Option") to purchase all of the Developable Acres in the Beaumont Development Parcel. The Beaumont Development Parcel may be acquired in one or more transactions, provided each such transaction must convey by platted lot or metes and bounds legal description a specific area within the Beaumont Development Parcel. Acquisition of the Beaumont Development Parcel shall be deemed to include all rights, privileges and easements appurtenant to the Beaumont Development Parcel (or portion thereof) acquired in the transaction. When SkyView desires to acquire all or any portion of the Beaumont Development Parcel Site pursuant to the Purchase Option Agreement, SkyView shall deliver to the City a completed purchase agreement substantially in the form of the purchase agreement included as an exhibit to the Purchase Option Agreement. Each parcel acquired as set forth herein shall be deemed an Option Parcel. For the absence of doubt, nothing herein shall require or prohibit the Beaumont Development Parcel from being acquired in a single transaction or multiple transactions, but any conveyance of an Option Parcel shall be subject to the terms of the Purchase Option Agreement as described below, and the initial take down by SkyView shall include the real property on which Phase 1 shall be constructed. The acquisition schedule shall, subject to the requirements of the Purchase Option Agreement, be determined in the sole discretion of SkyView.

The Purchase Option Agreement contains additional terms and conditions upon which the Option is granted. One material term of the Purchase Option Agreement is the reconveyance provision. The reconveyance provision provides that any property acquired pursuant to the

SkyView Purchase Option shall be subject to the City's right of reconveyance, as further described in the Purchase Option Agreement and providing in material part that if vertical development has not commenced on an Option Parcel(s) within twelve (12) months of Closing on that Option Parcel, unless such period is extended as a result of an act of Force Majeure, SkyView (or if SkyView has assigned its purchase agreement to a third party), the third party purchaser will, at the request of the City, convey the Option Parcel(s) back to the City. This reconveyance provision will be included in the deed and be subordinated only to taxes, assessments and mortgages of record incident to the acquisition by the Grantee under the deed of the Option Parcel. Notwithstanding the foregoing, by its terms, the reconveyance condition shall be deemed satisfied on the earliest to occur of the payment of impact fees, or issuance of a building permit, for an Option Parcel.

Once an Option Parcel is purchased by SkyView, an Affiliate of SkyView, or an approved third party as permitted pursuant to Section 11, Assignment, subject only to the reconveyance obligation, the purchaser of the Option Parcel shall be deemed to have vested its rights with regard to the acquired parcel, and all rights and agreements between the Parties applicable to the acquired parcel shall accrue to the purchaser without regard to subsequent expiration or other termination of this Agreement.

SECTION 7. TERMINATION.

This Agreement may be terminated by the City if SkyView fails to construct the development consistent with the Development Schedule set forth in Exhibit "B". Prior to such termination, the City shall provide SkyView sixty (60) days written notice, which notice may be withdrawn if SkyView either commences construction or amends Exhibit "B" with the consent of the City prior to the expiration of the sixty (60) day period, or such additional time as agreed to by the Parties. Termination of this Agreement shall not impair any of SkyView's rights to or ownership of the all or any portion of the Beaumont Development Parcel, subject only to the reconveyance requirement, if this Agreement is terminated after SkyView closes on the such parcel.

SECTION 8. ENVIRONMENTAL REQUIREMENTS.

8.01 ENVIRONMENTAL REMEDIATION.

SkyView shall not be obligated pursuant to this Agreement to perform or pay for any environmental remediation, nor shall anything in this Agreement affect any pre-existing obligation of the City to perform environmental remediation work.

Notwithstanding the foregoing, as of the Effective Date there is required asbestos remediation of the onsite structures required prior to demolition of the structures that has not

been completed. SkyView has agreed to retain an asbestos remediation contractor to cause the removal of the asbestos at the City's cost prior to conveyance of the property to SkyView. Other than the asbestos remediation work, the City has caused environmental review of the Beaumont Development Parcel and has determined that any required environmental remediation has been completed and has received "no further action" determinations, indemnities or releases from federal or state environmental regulatory agencies in connection with any environmental remediation undertaken on the Beaumont Development Parcel. The City has provided copies of such environmental review documentation, assurances, "no further action" determinations, indemnities or releases to SkyView. SkyView is entitled to rely on such determinations.

Notwithstanding any provision in this Agreement, the City shall retain all rights it may have against any person or entity, pertaining to the presence or alleged presence, now or in the future, of any Hazardous Materials at, on, under or about the Beaumont Development Parcel, including all rights to enforce any provisions of any agreements or licenses that the City Attorney, in his or her sole discretion, deems necessary or appropriate to: (i) compel compliance with Environmental Requirements as defined in Section 8.02 herein; (ii) recover any of the City's costs of environmental investigation and remediation; and/or (iii) assert any claims or defenses related to environmental conditions at Beaumont Development Parcel in any existing or future administrative, judicial or arbitration proceedings.

8.02 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS.

SkyView and the City shall each, in conducting any activity on the Beaumont Development Parcel, comply with all applicable local, state or federal environmental rules, regulations, statutes, laws or orders, as amended from time to time (collectively "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. For purposes of this Agreement, the terms "Hazardous Materials" shall mean asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), used oil or any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any rules or regulations promulgated pursuant to such statutes.

Neither SkyView nor the City will knowingly cause, and both the City and SkyView will prohibit any discharge or disposal of any Hazardous Materials, above government approved levels, to storm or sanitary sewer systems, or ground water flowing through or discharging onto the Beaumont Development Parcel, or to the lands that comprise the Beaumont Development Parcel.

SkyView shall make available for the City's review and approval all documents and materials that SkyView prepares pursuant to any requirement under this Section. The City's

approval shall be required prior to SkyView submitting any such documents or materials to any governmental agency, except where such prior approval would prevent SkyView from complying in a timely manner with any requirement to file any notice or report regarding any release or threatened release of Hazardous Materials at, on, under or about the Beaumont Development Parcel. SkyView shall provide to the City copies of all, such notices and reports of releases or threatened releases when they are filed with the appropriate governmental agency.

SECTION 9. SKYVIEW RESPONSIBILITIES

9.01 COMPLIANCE WITH ALL LAWS AND REGULATIONS.

SkyView agrees not to use or permit the Beaumont Development Parcel to be used for any purpose prohibited by laws of the United States, the State of Florida and the City, or not authorized hereunder, and it further agrees that it will use the Beaumont Development Parcel in accordance with all applicable federal, state and local laws, rules and regulations adopted by the City. SkyView further agrees to submit any report or reports or information which the City is required by law or regulation to obtain from SkyView or which the City Representative may reasonably request relating to SkyView's operations.

9.02 RESTRICTIONS ON CHANGES AND ALTERATIONS.

SkyView agrees not to commence construction on Phase 1 or any other portion of the Beaumont Development Parcel without first obtaining all regulatory approvals, licenses, permits or the like in order to fully comply with all applicable laws, statutes, ordinances, codes and regulations governing the activity proposed to be undertaken by SkyView.

9.03 NOISE, ODORS, VIBRATIONS AND ANNOYANCES.

SkyView shall conduct its operations in an orderly and proper manner so as not to commit any unreasonable nuisance on the Beaumont Development Parcel or annoy, disturb or be offensive to others in the vicinity of the Beaumont Development Parcel and shall take all reasonable measures to eliminate or mitigate any unusual, nauseous or objectionable noise, gases, vapors, odors and vibrations associated with SkyView's construction activities. Notwithstanding the foregoing, the parties acknowledge that during construction of Necessary Site Improvements, Ancillary Public Improvements, and vertical construction of the building pads, customary construction practices may result in noise, odor, vibration, and disruption of the Beaumont Development Parcel and surrounding area and as a result SkyView may request the City close certain roads from time to time in accordance with City procedures to minimize risk of harm to the public and to expedite construction activities. SkyView will use its best efforts to plan and implement the required construction so as to minimize both the extent and duration of the noise, odors, vibrations and annoyances during the construction process.

9.04 NO LIENS.

SkyView shall not agree to the imposition of any mortgage, deed of trust, lien or encumbrance on this Agreement or any portion of the Beaumont Development Parcel which has not been purchased by SkyView, an approved Affiliate or Third Party Purchaser without the prior written consent of the City. Additionally SkyView shall not permit any lien on SkyView land if such lien or foreclosure on lien would harm the remaining City owned parcels. SkyView acknowledges and agrees that it has no authority to mortgage, pledge or encumber the City's interest in the Beaumont Development Parcel. The purchase agreement executed pursuant thereto for all or a portion of the Beaumont Development Parcel shall not constitute a lien or an encumbrance for purposes of this Section.

9.05 COVENANTS CONDITIONS & RESTRICTIONS.

Without the prior written approval of the City, which shall not be unreasonably withheld or delayed, no owners association or covenants, conditions and restrictions shall be imposed on or recorded against the Beaumont Development Parcel as a whole as long as any portion of the Beaumont Development Parcel is owned by the City. Lands within the Beaumont Development Parcel which are not owned by the City are not subject to this restriction.

9.06 UTILITY SERVICES.

It is recognized that water, sewage disposal, wastewater disposal, gas, electricity, light, heat, power, telephone or other utility services (collectively "utility services") exist on or adjacent to the Beaumont Development Parcel to serve nearby development. As such, SkyView agrees that during the development of the Necessary Site Improvements and/or Ancillary Public Improvements, and during the Development Phases it shall, in consultation with the City, take all reasonable and appropriate steps to ensure the least amount of disruption in utility services to existing development located nearby and facilities developed within the Beaumont Development Parcel. SkyView shall coordinate the timing and extent of the development impacts with the City so as to minimize disruption and inconvenience to such users and provide notice to the City detailing the timing and duration of the development impacts and the likely duration of any interruption in utility services as a result of such development activities. Notwithstanding the foregoing, SkyView shall not be liable for any claims, causes of action, damages or attorney's fees resulting from the disruption of utility services provided SkyView has not been grossly negligent, and has complied with the all applicable provisions of the City Code, the provisions of this Section and applicable permit requirements imposed by the City authorizing the construction of the Necessary Site Improvements and/or Ancillary Public Improvements.

9.07 INSURANCE AND SUBROGATION.

Prior to the commencement of construction of the Necessary Site Improvements or Ancillary Public Improvements, and the Development Phases SkyView shall procure and maintain insurance policies providing coverage consistent with Exhibit "J" attached hereto and incorporated

herein by this reference for general commercial liability, professional services, and directors' and officers' liability. The general commercial liability and professional services policies shall list the City as an additional insured. SkyView shall cause a certificate of insurance in the standard industry form to be executed by SkyView's insurance carrier or broker and such certificate shall be delivered to and maintained throughout the term hereof, as may be extended. Upon the City Representative's request, SkyView shall make copies of the insurance policies available for review at the City Representative's office. If the insurance policies referred to in this section require an endorsement to provide for continued coverage where there is a waiver of subrogation, then SkyView shall cause any such policies to be so endorsed.

The City and SkyView each waive any rights of subrogation that either party may have with respect to insurance proceeds received by the other party.

9.08 INTENTIONALLY DELETED.

SECTION 10. CITY RESPONSIBILITIES

10.01 MAINTENANCE OF PUBLICLY DEDICATED AREAS.

Upon City's acceptance of a dedication of public spaces, including but not limited to, open space, right-of-way, and other public areas within the Beaumont Development Parcel, the City shall be responsible for maintenance of such areas. The City is under no obligation to accept such areas for maintenance unless and until all conditions regularly applied and considered by the City in evaluating the suitability of such areas for ongoing maintenance have been met and after review, accepted by the City in the ordinary course.

10.02 MOBILITY/ IMPACT FEE CREDITS

In all events, when calculating the anticipated public facilities impacts of new development on the Beaumont Development Parcel for purposes of determining applicable impact fees, prior uses and their impacts on public facilities will be considered. Credit for prior uses will be determined pursuant to existing city ordinances with regard to mobility fees and parks and recreation impact fees and will be allocated to each Development Phase within the Beaumont Development Parcel to the greatest extent permissible thereby.

10.03 CITY SUPPORT OF ECONOMIC DEVELOPMENT AND WORKFORCE HOUSING.

In order to facilitate advancing the goals of the CRA Plan, City will provide economic development incentives to SkyView as outlined in Exhibit "D" including but not limited to a

reduction or waiver of building permit fees, a reduction or waiver of parks and recreation impact fee credits, additional public parking, funding for completion of the Ancillary Public Improvements, reduction or waiver of mobility fees, and funding pursuant to the available CRA funding, grants and incentive programs. In order to increase the availability of workforce housing located in proximity to the Medical District, the City shall provide economic support for development of 5% of the units in Phase I as workforce housing affordable to household with incomes between 80-120% of Area Median Income, with a minimum of sixteen (16) units available for households with incomes at 80% AMI. ("Workforce Units"). City support is described in Exhibit "D". SkyView Kissimmee I, LP., its successors, heirs or assignees, will provide an annual report to the City documenting income verification for residents of Workforce Units.

SECTION 11. ASSIGNMENT

11.01 ASSIGNMENT.

An Assignment occurs when SkyView assigns a portion of its interest in this Agreement. SkyView shall not assign this Agreement, nor any interest arising herein, without the prior written consent of the City. If SkyView desires to assign a portion of its interest in this Agreement to a third party and SkyView will remain the party directing the redevelopment of the Beaumont Development Parcel (i.e. a partial assignment to bring another party, such as an alternate developer for Phase 3, or a transfer of interests made in connection with financing the development), then such assignment will be subject to the review and approval of the City, but such approval shall not be unreasonably withheld or delayed. In conjunction with development of the design documents, the Parties agree to jointly identify quality criteria required for Phase 3 to be built onsite prior to any assignment occurring, and any such assignment will be subject to compliance of the assignee with the quality criteria established by the Parties.

If SkyView desires to assign all or a material portion of its interest in this Agreement to a third party whereby SkyView would cease to be the party responsible for the overall redevelopment of the Beaumont Development Parcel, then such an assignment shall be subject to the review and approval of the City, but the City may in such instance, withhold its consent in its sole and absolute discretion.

An assignment by SkyView of all or any part of SkyView's interest under this Agreement by operation of law or otherwise **shall not** include SkyView's right to exercise its Purchase Option unless specifically agreed to in writing by the City. Any attempt by SkyView, except as permitted herein, to assign or in any way transfer its interest in this Agreement, in whole or in part, without such prior written consent of the City shall, at the option of the City, constitute a default under this Agreement and all rights of SkyView hereunder shall be determined pursuant to the requirements

of Section 13.01 below. Any consent by the City to a transfer by SkyView shall not be deemed a consent to any subsequent transfer.

Upon a permitted assignment, the Assignee shall assume the rights and obligations of SkyView; if SkyView retains any interest in this Agreement, an Assignee's Default hereunder shall not impair SkyView's remaining rights and obligations under this Agreement, and the City shall not be entitled to enforce remedies against SkyView unless SkyView independently defaults under the Agreement.

SECTION 12. INDEMNITY, INSURANCE AND BONDS

12.01 INDEMNITY.

SkyView hereby agrees to release and indemnify and save harmless the City, its officers, agents, employees and elected and appointed officials from and against any and all loss of or damage to property, or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, damages, suits, costs, expense, liability, actions, penalties or proceedings of any kind or nature whatsoever, including worker's compensation claims, of or by anyone whomsoever, in any way resulting from, or arising out of SkyView's operations in connection herewith or SkyView's use or occupancy of any portion of the Beaumont Development Parcel and including acts and omissions of officers, employees, representatives, suppliers, invitees, contractors and agents of SkyView.

The City, in turn, and subject to the limitations of applicable law, agrees to indemnify SkyView, its officers, agents, and employees from damages resulting solely from (1) the sole negligence or intentional misconduct of the City's officers, agent and employees; or (ii) the City activities on the Beaumont Development Parcel.

SECTION 13. DEFAULT, CURE AND REMEDIES

13.01 DEFAULT BY SKYVIEW.

A. SkyView shall be in default under this Agreement if SkyView:

(i) Becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or

(ii) Transfers its interest under this Agreement in contravention of the requirements of Section 11 of this Agreement; or

(iii) Suffers any lien or attachment to be filed against the Beaumont Development Parcel because of any act or omission of SkyView, and is not discharged or contested by SkyView in good faith by proper legal proceedings within ninety (90) days after receipt of notice thereof by SkyView; or

(iv) Fails to keep, perform and observe any promise, covenant or agreement set forth in this Agreement, the Purchase Option Agreement or any purchase agreement for Phase 1, 2 or 3 and such failure continues for a period of more than ninety (90) days after delivery by the City of a written notice of such breach or default, except where a shorter period is specified herein. Furthermore, if SkyView's fulfillment of its obligation requires activity over a period of time and SkyView within ten (10) days of notice commences in good faith to perform whatever may be required to correct its failure to perform and continues its performance without interruption except for causes beyond its control then such performance by SkyView will absolve SkyView of being in default under this Agreement as to the matter notice and for which SkyView has commenced the cure.

Notwithstanding the foregoing, a default shall not impair, restrict, prohibit or otherwise affect the rights of SkyView to continue development of real property which has been purchased from the City pursuant to the terms of any purchase agreement prior to the date of the default.

13.02 DEFAULT BY CITY.

(A) City shall be in default under this Agreement if:

(i) City enters into any agreement with a third party that materially encumbers, devalues or otherwise adversely affects the Beaumont Development Parcel Site without SkyView's express written consent and/or waiver of SkyView's rights under this Agreement or the Purchase Option Agreement; or

(ii) City fails to keep, perform and observe any promise, covenant or agreement set forth in this Agreement, the Purchase Option Agreement or any purchase agreement for Phases 1, 2 and/or 3 and such failure continues for a period of more than ninety (90) days after delivery by SkyView of a written notice of such breach or default, except where a shorter period is specified herein. Further, where the City's fulfillment of its obligation requires activity over a period of time and the City within ten (10) days of notice commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control then such performance by the City will absolve the City of being in default under this Agreement as to the matter noticed and for which the City has commenced the cure.

13.03 REMEDIES.

(A) If SkyView defaults under Section 13.01, the City may exercise any one or more of the following remedies:

(i) The City may elect to allow this Agreement to continue in full force and effect and to enforce all of the City's rights and remedies hereunder; or

(ii) The City may cancel and terminate this Agreement and the Purchase Option Agreement in the manner specified therein, provided thirty (30) days written notice is given to SkyView of its election to terminate, at the end of which time all the rights hereunder of SkyView shall terminate, unless the default, which shall have been stated in such notice, shall have been cured within such thirty (30) day period or where fulfillment of SkyView's obligation requires activity over a period of time and SkyView within ten (10) days of notice commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control, then such performance will absolve SkyView of being in default under this Agreement as to the matter noticed and for which SkyView has commenced the cure.

(iii) If City exercises the right to terminate by reason of a default by SkyView, and SkyView fails to timely cure such default, then the City will have the right, but not the obligation, to acquire from SkyView at SkyView's actual cost any engineering or development plans prepared by SkyView or consultants working with SkyView and pertaining to all or any portion of the Beaumont Development Parcel owned by the City so as to enable the City to continue the redevelopment of the Beaumont Development Parcel in a manner consistent with the redevelopment undertaken and completed at the time of the default by SkyView.

(B) If City defaults under Section 13.02, SkyView may exercise any one or more of the following remedies:

(i) SkyView may elect to allow this Agreement to continue in full force and effect and to enforce all of SkyView's rights and remedies hereunder; or

(ii) SkyView may cancel and terminate this Agreement and the Purchase Option Agreement in the manner specified therein, provided thirty (30) day's written notice is given to City of its election to terminate, at the end of which time all the rights hereunder of the City shall terminate, unless the default, which shall have been stated in such notice, shall have been cured within such thirty (30) day period. Where fulfillment of City's obligation requires activity over a period of time and the City, within ten (10) days of notice, commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control, then such performance will

absolve the City of being in default under this Agreement as to the matter noticed and for which the City has commenced the cure.

For any Development Phase in which SkyView has not yet acquired the real property on which the phase shall be constructed, within thirty (30) days of termination, SkyView shall submit to the City documentation of the actual costs incurred by SkyView prior to the City default. Actual costs shall include costs associated with Development Phases, including but not limited to amounts paid to third parties for engineering, architectural, legal and project management services, and construction costs for Ancillary Public Improvements under construction or installed prior to default. The City will reimburse SkyView for documented actual costs, provided however that the City's obligation to reimburse SkyView for actual costs shall not exceed five hundred thousand dollars (\$500,000.00).

For any Development Phase in which SkyView has acquired the real property on which the Development Phase is to be constructed, upon the City's default and SkyView's election to terminate, at SkyView's request, the City agrees to reimburse Seller for documented actual development and construction costs incurred by SkyView prior to the City default, which costs may include amounts paid to third parties for engineering, architectural, legal and project management services, financing costs, and all construction costs for development of the Project. At SkyView's request, the City also agrees to return the balance of the purchase price to SkyView and to accept reconveyance of the real property, AS-IS, and SkyView shall thereafter have no further obligation under this Development Agreement or the Purchase Option Agreement.

Should SkyView and the City concurrently be in default, and neither party is able to cure such defaults in accordance with this Agreement, then the Parties shall initially attempt in good faith to negotiate a resolution as to the appropriate remedies given the extent of such defaults, failing which the same shall be settled by a reputable person mutually agreed upon by parties and, in case of further disagreement, with an arbitration board of three persons, one to be selected by each party to this Agreement and a third to be selected by the other two arbiters.

Notwithstanding the foregoing, the City's obligation to fund costs associated with Ancillary Public Improvements listed in Exhibit "D" as City funded improvements for Phase 1 shall not terminate by Skyway's termination of this Agreement as a result of City's default, but such obligation shall be limited as to Phase 1 to Five Million, Nine Hundred Thousand Dollars (\$5,900,000.00) without further approval of the City Commission, and the City agrees to reimburse SkyView for all actual costs incurred in connection with planning, design and construction of those Ancillary Public Improvements. The City will also reimburse SkyView for documented actual costs associated with resolving Unknown Defects pursuant to Section 13.03.

13.04 WAIVERS.

No failure of the City to insist upon the strict performance of a term, covenant or agreement contained in this Agreement, nor any failure by the City to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment during the continuance of any default by SkyView shall constitute a waiver at a future date of any such term, covenant or agreement or a waiver of any such right or remedy the City may have against SkyView at a future date. In like manner, no failure by SkyView to insist upon the strict performance of a term, covenant or agreement contained in this Agreement, nor any failure by SkyView to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment or performance which continues after a default by the City shall constitute a waiver at a future date of any such term, covenant or agreement or a waiver of any such right or remedy that SkyView may have against the City.

13.05 NO PERSONAL LIABILITY.

Notwithstanding any other provision of this Section 13 or of this Agreement, no director, officer, employee or agent of SkyView shall be personally liable to the City for any breach or default of this Agreement other than a breach or default that results from such person committing fraud. The City agrees that the doctrine of piercing the corporate veil shall not be used by the City to seek or obtain any personal liability or judgment against any individual director, officer, employee or agent of SkyView. In like manner, no member of the elected City Commission or any other appointed City board member nor any employee or agent of the City shall be held personally liable to SkyView for any breach or default of this Agreement other than a breach or default that results from such individual person committing fraud.

SECTION 14. TERMINATION OF AGREEMENT

This Agreement and the Purchase Option Agreement shall automatically terminate and be of no further force or effect when the Beaumont Development Parcel has been fully developed, unless terminated earlier due to a default or mutual agreement by the City or SkyView.

SECTION 15. MISCELLANEOUS PROVISIONS

15.01 ATTORNEYS' FEES.

Each party waives the right to attorney fees and costs for enforcement of this Agreement, including any legal actions or appeal. SkyView and City will make commercially reasonable efforts to include such a waiver in contracts with any consultants, subcontractors and affiliates of either party.

15.02 AGREEMENT BINDING UPON SUCCESSORS.

This Agreement, subject to the provisions of the Section entitled "Assignment," shall be binding upon and extend to the permitted successors and permitted assigns of the respective parties hereto.

15.03 VENUE.

Venue for any action arising under this Agreement or any amendment or renewal shall be in the Osceola County, Florida. Additionally, any agreements SkyView enters which, upon litigation, may involve the City shall also have venue in Osceola County, Florida.

15.04 FLORIDA LAW.

This Agreement is made, shall be deemed to be made, and shall be construed in accordance with the laws of the State of Florida.

15.05 FORCE MAJEURE.

Neither Party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to Force Majeure. Such non-liability only continues for as long as the Force Majeure event is in place.

15.06 INDEPENDENT CONTRACTOR.

SkyView and its Construction Service Providers shall at all times have the status of an independent contractor without the right or authority to impose tort or contractual liability upon the City. Further, notwithstanding the obligations for mutual cooperation provided for herein, the City and SkyView and its Construction Service Providers are not partners and the formation of a partnership is not intended by the parties hereto.

15.07 NOTICES.

All notices required to be given to the City or SkyView hereunder shall be in writing and sent by certified mail, return receipt requested, by nationally recognized overnight courier service or hand delivered to:

CITY:	City of Kissimmee
	Attn: Mike Steigerwald
	101 Church Street
	Kissimmee, Florida 34741
	Email: mike.steigerwald@kissimmee.gov

with a copy to: City Attorney
101 Church Street
Kissimmee, Florida 34741
Email: olga.sanchezdefuentes@kissimmee.gov

SKYVIEW: 330 N Beaumont Ave.
Kissimmee, FL 34741
Attn: Stephen Liberty
Email: sliberty@skyviewcompanies.com

with a copy to: Anne Q. Pollack, Esq.
Fletcher Fischer Pollack, P.L.
433 Central Avenue Suite 400
St. Petersburg, Florida 33701
Email: apollack@ffplegal.com

Either Party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Florida to receive such notices. The effective date of service of any such notice shall be three (3) days after such notice is mailed or on the day of hand delivery during normal business hours.

15.08 SECTION HEADINGS.

The section headings herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

15.09 SEVERABILITY.

If any provision in this Agreement is held by a court to be invalid, the validity of other provisions herein which are severable shall be unaffected. Furthermore, such invalid provision shall be automatically replaced with a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and still be legal, valid and enforceable, and this Agreement shall be deemed reformed accordingly.

15.10 THIRD PARTY BENEFICIARY.

It is the intent of the parties that no third party beneficiary interest is created in this Agreement. The Parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

15.11 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS.

SkyView, its officers, directors, employees and agents shall cooperate and comply with the provisions of the Federal Drug-Free Workplace Act of 1988 or any successor thereto, concerning the use, possession or sale of alcohol or drugs.

15.12 NONDISCRIMINATION.

In connection with the performance of work under this Agreement, SkyView agrees not to unlawfully discriminate and to include such provision in all subcontracts hereunder.

15.13 AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS.

This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or affect whatsoever, unless provided in writing and agreed to by the Parties.

15.14 FINAL APPROVAL.

This Agreement is expressly subject to and shall not be or become effective or binding on the City until approved by the City Commission and fully executed by all signatories of the City, following any appeal periods, if applicable.

15.15 AUTHORITY.

The individual executing this Agreement on behalf of SkyView represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of SkyView.

15.16 GOOD FAITH AND FAIR DEALINGS.

The City and SkyView acknowledge and agree that in the implementation, interpretation and enforcement of this Agreement, the Parties shall apply commercially reasonable standards of good faith and fair dealing.

15.17 JOINTLY DRAFTED; RULES OF CONSTRUCTION

SkyView and the City agree that this Agreement was jointly drafted, and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

15.18 PROCUREMENT REQUIREMENTS.

To the extent SkyView causes Ancillary Public Improvements and/or Necessary Site Improvements to be completed on behalf of the City, SkyView agrees to adopt and implement purchasing policies and procedures for contracting to include construction, services, goods and professional services. SkyView agrees to ensure that it will purchase and contract for materials, goods and services at the best value and quality needed to provide the very best services and supplies for the Beaumont Development Parcel development program. SkyView recognizes the importance of good supplier relationships and will make every effort to promote fair and equitable treatment of all vendors in the procurement process. To that end SkyView will conform its procurement practices to procurement procedures established by the City for City contracts, except that SkyView shall have no obligation to select the low bidder for any work unless such bidder is deemed qualified to complete the work for which the bid is submitted.

If for any reason the City causes Ancillary Public Improvements to be completed, the City shall cause such work to be completed consistent with the timeframes set forth in Exhibit "E".

The Phase 1 parcel(s) and other parcels in the Beaumont Development Parcel shall be constructed in accordance with all applicable laws, codes, statutes, ordinances, rules and regulations, including, but not limited to, the City Code, Florida Building Code and the Americans with Disability Act.

15.19 SURVIVAL OF PROVISIONS FOLLOWING ANY CLOSING

Any provision of this Agreement that is related to parcels in the Beaumont Development Parcel and which requires performance following the related Closing of a parcel shall continue in force and effect following the City's conveyance of such parcel until the expiration of all applicable statutes of limitation.

[Signature page follows]

City Clerk's Office Processing Form

City of San Diego
City Clerk's Office

City of San Diego, California

Do not write in this box.

Date: 12/16/21

Requestor's Name: Samia Singleton Department: DS/CRA

Phone/Extension: 2587

Type of Document: Master Development Agreement

Project Name: Beaumont Redevelopment Site

Number of Originals/Copies: 2

Requested Processing: (Please check all that apply)

X Agenda Date: 12/21/21 Item # 2021-2413 (i.e. # 2019-1102) T.D.

X Sign and Return – (please circle) CA / CM / Mayor / City Clerk / Notary

☐ Recording with Clerk of the Courts

☐ Vault Retention

☐ Laserfiche Scan and Retain

Comments:

Return document to: DS/CRA Suzanne Negron
(Department) (Staff)

Number of originals/copies to be returned: 2

----- To be completed by the Clerk's Office -----

Processed by: Jazmen Kingston Date: 12/22/2021

☒ Complete; no additional action necessary.

☐ Please returned fully executed original to the City Clerk for scanning. Thanks.

10-07-2019.revisions1

EXHIBITS LIST

EXHIBIT A	SITE LEGAL DESCRIPTION
EXHIBIT B	CONCEPTUAL PLAN BEAUMONT REDEVELOPMENT
EXHIBIT C	PURCHASE OPTION AGREEMENT
EXHIBIT D	RESPONSIBILITY FOR ANCILLARY PUBLIC IMPROVEMENTS
EXHIBIT E	DEVELOPMENT SCHEDULE AND MILESTONES
EXHIBIT F	SURVEY
EXHIBIT G	TEMPORARY CONSTRUCTION AND ACCESS EASEMENT
EXHIBIT H	STAGING LOCATIONS
EXHIBIT I	PROPERTY USE AGREEMENT (TEMPORARY LICENSE)
EXHIBIT J	INSURANCE REQUIREMENTS

EXHIBIT "A" LEGAL DESCRIPTION

EXHIBIT "A"
LEGAL DESCRIPTION OF BEAUMONT DEVELOPMENT PARCEL

Exhibit "A"

Osceola County Government, Beaumont Complex, according to the map or plat thereof as recorded in Plat Book 12, Page 45, of the Public Records of Osceola County, Florida.

Parcel Id: 21-25-29-1884-0001-0010

LESS AND EXCEPT

A portion of lot 1, Osceola County Government, Beaumont Complex, according to the plat thereof as recorded in plat book 12, pages 45-46, public records of Osceola County, Florida, being more particularly described as follows:

Beginning at the northeast corner of said lot 1, run thence S00°12'09"W, along the west right-of-way line of Central Avenue, a distance of 76.75 feet to a point on a non-tangent curve being concave to the southwest, having a chord bearing of N 44°43'07"W, a chord distance of 323.57 feet, a radius of 79.00 feet, and an included angle of 24°32'06"; thence run along said curve a distance of 33.83 feet to a point of reverse curvature of a curve being concave to the northeast, having a chord bearing of N 48°19'42"W, a chord distance of 33.42 feet, a radius of 111.00 feet, and an included angle of 17°18'55"; thence run along said curve a distance of 33.55 feet to a point of reverse curvature of a curve being concave to the southwest, having a chord bearing of N 63°48'54"W, a chord distance of 64.63 feet, a radius of 79.00 feet, and an included angle of 48°17'19"; thence run along said curve a distance of 66.58 feet to a point of tangency; thence run N 86°58'40"W, a distance of 40.41 feet to a point on the north property line of lot 1, thence run N 89°59'16"E along said line, a distance of 147.20 feet to the point of beginning.

ALSO LESS AND EXCEPT

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof as recorded in Plat Book 12, Pages 45 and 46 of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Being at the Southwest corner of said Lot 1, thence run N00°07'38"W along the East right of way line of Clyde Avenue, a distance of 78.89 feet; thence run N89°51'22"E, a distance of 155.16 feet; thence run N00°03'38"W along the West line of said Lot 1, a distance of 562.10 feet; thence run S89°43'34"W, a distance of 7.41 feet; thence run N00°02'57"W, a distance of 50.60 feet; thence run N89°43'34"E, a distance of 57.40 feet; thence run S00°03'38"E, a distance of 691.53 feet to a point on the North right of way line of Summer Street; thence run S89°48'23"W along said North right of way line, a distance of 205.07 feet to the Point of Beginning.

EXHIBIT "B"
(Incorporated by Reference)
CONCEPTUAL PLAN
BEAUMONT DEVELOPMENT PARCEL

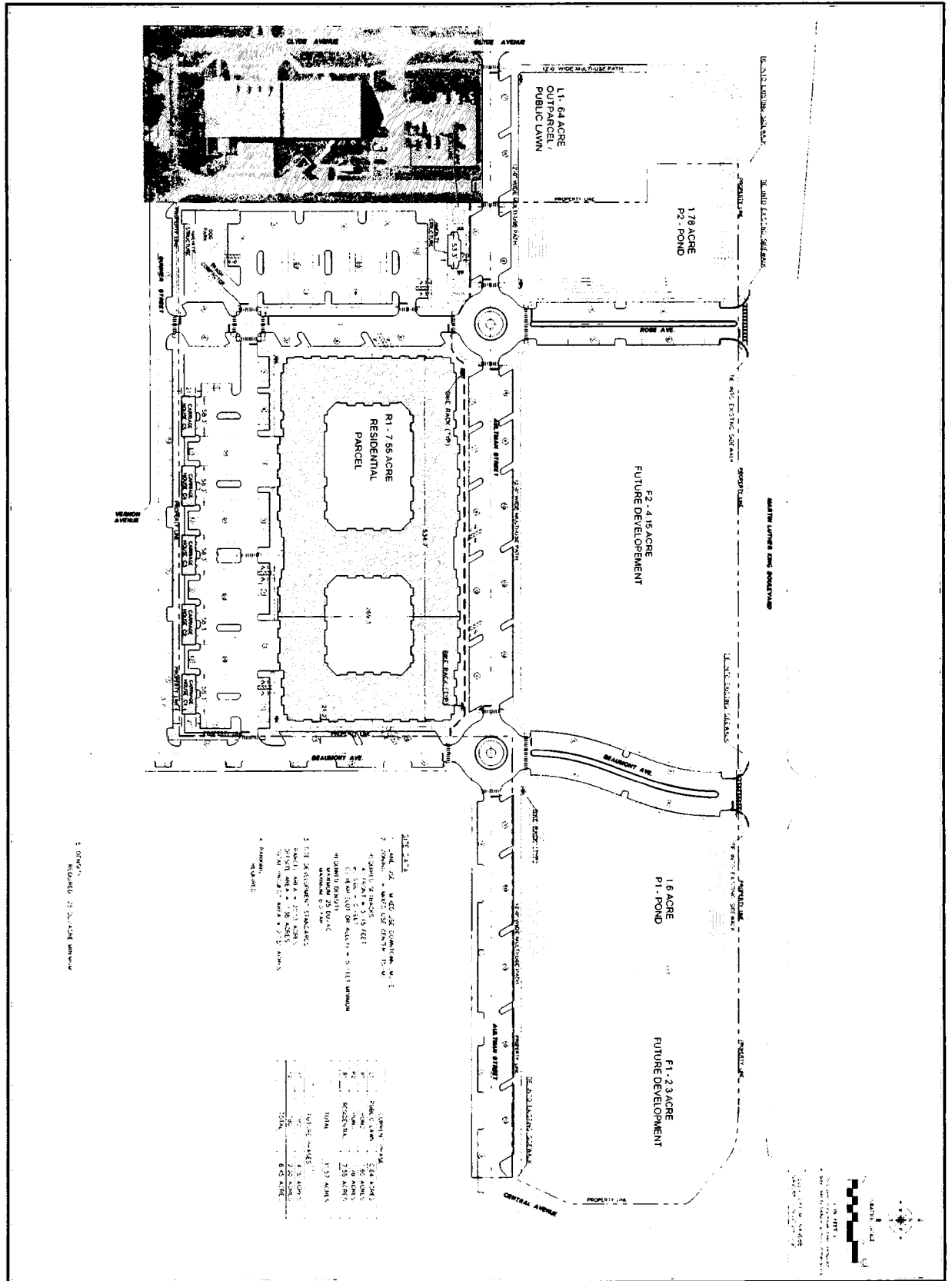


EXHIBIT "C"
PURCHASE OPTION AGREEMENT

PURCHASE OPTION AGREEMENT

THIS PURCHASE OPTION AGREEMENT is dated this _____ day of _____, 20__, and constitutes an agreement by which **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida ("City" or "Owner") grants to **SKYVIEW KISSIMMEE DEVELOPER LLC** a Delaware limited liability company ("Skyview"), an exclusive option to purchase the Beaumont Development Parcel as hereinafter defined, the City and Skyview being collectively referred to herein as the Parties.

1. Definitions. The following terms, whenever used in this Purchase Option Agreement (defined below), shall have only the meanings set forth below, unless such meanings are expressly modified elsewhere herein. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Development Agreement (defined below).

1.1. Beaumont Development Parcel. The Beaumont Development Parcel is owned by the City and is the subject of this Option Agreement. The Beaumont Development Parcel is more particularly described on Exhibit "A" attached hereto.

1.2. Broker. The licensed real estate professional(s) identified in a Purchase Agreement for one or more Option Parcel as the listing broker, selling broker, buyer's broker and/or cooperating broker ("the Broker(s)") for the transaction. Nothing herein shall require that the identity of the Broker(s) be the same for each Purchase Agreement executed pursuant to this Option Agreement.

1.3. Business Day. Any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the state of Florida or is a day on which banking institutions located in Florida are authorized or required by law or other governmental action to close.

1.4. Closing. Closing shall mean the day on which the transfer of title on an Option Parcel shall occur.

1.5. Development Agreement. The Development Agreement between Skyview, the City, and the Kissimmee Downtown Community Redevelopment Agency (the "CRA") dated of even date herewith governing redevelopment of the Beaumont Development Parcel.

1.6. Development Plan. The Development Plan shall have the meaning ascribed to it in Section 4.03 of the Development Agreement.

1.7. Development Rights. The Development Rights are the aggregated densities and intensities of development allowed cumulatively within the Beaumont Development Parcel consistent with the greater of the density anticipated in the Development Plan or the maximum density permitted by City Code.

1.8. Effective Date. The Effective Date shall be the date the last of the City or Skyview executes this Purchase Option Agreement, provided however, if the Development

Agreement has not yet been executed by the City and Skyview, then the Effective Date shall be the date following the execution by the Parties of the Development Agreement.

1.9. Escrow Agent. Old Republic National Title Insurance Company.

1.10. Mutual Release. An acknowledgment of termination of the Option Agreement and a mutual release of rights, claims and actions under this Option Agreement in the form of **Exhibit "B"** attached to this Purchase Option Agreement.

1.11. Net Sales Proceeds. Net Sales Proceeds is the distributable cash payable to the Seller after deducting all allowable expenses from the Purchase Price paid at Closing.

1.12. Notice of Exercise. A notice in the form of **Exhibit "C"** attached to this Purchase Option Agreement and to be utilized by Skyview to apprise the City that Skyview or Skyview's approved Assignee to acquire a portion of the Beaumont Development Parcel.

1.13. Option Agreement. This Purchase Option Agreement and all Exhibits attached hereto and incorporated herein by reference.

1.14. Option Expiration Date. Unless otherwise terminated pursuant to the provisions of this Purchase Option Agreement or the Development Agreement, the Option Expiration Date shall be the expiration of the Development Agreement.

1.15. Option Parcel. An Option Parcel(s) is a portion of the Beaumont Development Parcel identified by plat and by metes and bounds legal description and which is the subject of a Purchase Agreement.

1.16. Option Period. The period commencing on the Effective Date of this Purchase Option Agreement and ending on the earlier to occur of the exercise or termination of the Purchase Option Agreement as to all Option Parcels.

1.17. Option Property. The Beaumont Development Parcel.

1.18. Outside Closing Date. The Expiration Date as defined in the Development Agreement or such later date as to which the same may be extended pursuant to an express provision of this Option Agreement or a Purchase Agreement executed pursuant to this Option Agreement.

1.19. Owner's Address:

City of Kissimmee
101 Church Street
Kissimmee, FL 34741
Attn: Mike Steigerwald

Copy to: City Attorney
101 Church Street
Kissimmee, FL 34741

1.20. Owner's Current Actual Knowledge. Matters of which Owner's Representative is actually aware, without undertaking any investigation or inquiry whatsoever.

1.21. Purchase Agreement. An agreement entered into between Skyview or Skyview's approved assignee and the City, to acquire an Option Parcel. Said Purchase Agreement shall be substantially in accordance with the form attached to this Purchase Option Agreement as **Exhibit "D"** inclusive of exhibits attached to such Purchase Agreement and incorporated therein by reference.

1.22. Purchase Period. The period commencing upon the proffer of the Notice of Exercise pursuant to this Option Agreement and ending on the earlier to occur of (a) the Closing on the portion of the Skyview Site subject to the Purchase Agreement or (b) termination of the applicable Purchase Agreement by either party as herein provided or as provided in the Development Agreement.

1.23. Purchase Price. Purchase Price for all or any portion of the Beaumont Development Parcel shall be determined as set forth in Section 9 of this Purchase Option Agreement.

1.24. Purchaser. Skyview or an Affiliate of Skyview as defined by the Development Agreement between the City and Skyview, or an approved assignee of Skyview.

1.25. Required Deliverables. All plans, specifications, drawings, inspections, reports, proposals/applications, permits and related documents, maps, and all other documents and things related to the Beaumont Development Parcel.

1.26. Skyview's Address: Skyview Option Price

Skyview Kissimmee Developer LLC
330 N Beaumont Ave.
Kissimmee, FL 34741

1.27. Skyview Option Price. The price to be paid by Skyview, an Affiliate of Skyview, or an approved assignee of Skyview, for particular Option Parcel(s) that are subject to Skyview Option pricing as determined in Section 9 of this Purchase Option Agreement.

1.28. Skyview's Termination Notice. A notice in the form of **Exhibit "E"** attached to this Purchase Option Agreement.

1.29. Termination of Purchase Agreement. A Mutual Release in the form of **Exhibit "B"** delivered to City with regard to a Purchase Agreement executed for one or more Option Parcel(s).

1.30. Title Agent:

Fletcher Fischer Pollack, P.L.
433 Central Avenue 4th Floor
St. Petersburg, Florida 33701
As agent for Old Republic National Title Company.

1.31. Title Commitment. A Commitment for Title Insurance issued by Title Agent on a Title Insurance Company licensed to do business in the State of Florida for any Option Parcel that is subject to a Purchase Agreement.

2. Incorporation of Development Agreement. The Development Agreement as defined in Section 1.8 shall be deemed to and is incorporated into this Purchase Option Agreement as fully as if set forth herein.

3. Grant of Option. City hereby grants to Skyview, an exclusive option ("Option") to purchase the Beaumont Development Parcel together with the Development Rights attributable to the Beaumont Development Parcel and necessary to develop the same in accordance with the Development Plan described in Section 4.03 of the Development Agreement upon the terms and conditions set forth in this Purchase Option Agreement.

4. Option Consideration. The consideration for this Purchase Option Agreement is \$10.00 together with other good and valuable consideration including the entering into and agreeing to be bound to the terms and conditions set forth in the Development Agreement and completion of the proposed development improvements described in the Development Agreement.

5. Conditions Precedent to Exercise of Option. The Option may be exercised any number of times during the Term of this Agreement as to portions of the Option Property (Option Parcels). Prior to each exercise of the Option, Skyview shall have fulfilled the following conditions precedent:

5.1. No Default under the Development Agreement, City Code or this Agreement. Skyview must not be in default under the Development Agreement, the City Code, or this Purchase Option Agreement. Execution of a Purchase Agreement by the City shall conclusively determine that no default exists.

5.2 Proffer of Purchase Agreement. Skyview or an Affiliate or an Assignee shall have proffered a Purchase Agreement in the form set forth in **Exhibit "D"** and a verifiable list of Development Rights proposed to be utilized in the development of the Option Parcel(s) that conform to the Minimum Development Program described in Section 2.20 of the Development Agreement. Any material deviation from the form of the Purchase Agreement as set forth in **Exhibit "D"** hereto must be accepted by the City.

6. Exercise of Option. Subject to satisfaction of the conditions precedent to exercising the Option set forth herein, the Option may only be exercised by Optionee by delivering to City at any time during the Option Period (1) a fully completed, executed and dated original Notice of Exercise and (2) all other documents and things required under this Option Agreement. The Option may be exercised for any Option Parcel or Parcels. Upon the due and timely exercise of the Option as provided in this Purchase Option Agreement, the provisions of the **Exhibit "D-1"** shall become binding on the Owner and Optionee or Optionee's approved assignee. The Notice of Exercise shall contain the legal description of the Option Parcel or Parcels. In addition, it shall include the acreage involved, the land use, number and type of units or square footage

attributable to the Option Parcel or Parcels together with an ALTA boundary survey of each such Option Parcel certified to Skyview, or the approved Assignee, if any, and the City, and the Title Insurance Company and a fully executed Purchase Agreement in the form attached as **Exhibit "D"**. The Optionee shall be responsible for all costs of preparation of the Notice and Survey, and Title Insurance.

7. City's Approval Of Notice Of Exercise. The City shall review each Notice of Exercise with Skyview's executed Purchase Option Agreement, and within twenty (20) days after delivery of said Notice of Exercise, the City shall respond to Skyview in writing with its approval, waiver or rejection of the Notice of Exercise. When all conditions precedent as set forth in Section 5 above are deemed satisfied after reasonable review by the City or the City has determined to waive one or more of the conditions precedent, then the City will accept the Notice of Exercise by executing the same in the space provided and by executing the Purchase Agreement tendered with the Notice of Exercise and returning signed originals of the Purchase Agreement to Skyview as appropriate. At such point as the City accepts the Notice of Exercise, the Parties hereto shall proceed to consummate the sale and purchase of the Option Parcel(s) in accordance with the terms and conditions set forth in the Purchase Agreement, it being understood that by entering into this Purchase Option Agreement, the exercise of this Option and assuming that Skyview or an approved assignee has executed the Purchase Agreement set forth in **Exhibit "D"** attached without material change, no further action or approval by the City is required except as hereinafter set forth.

Upon rejection of a Notice of Exercise, the City shall provide Skyview, as appropriate, with a definitive explanation of Skyview's failure to comply with the terms of this Purchase Option Agreement, the Development Agreement, the City Code or the inadequacy of the Notice of Exercise and the accompanying Purchase Agreement together with the corrective action needed so that the City can approve the Notice of Exercise as described above.

It is recognized, understood and agreed that Skyview will from time to time exercise its right to take down an Option Parcel(s) under this Purchase Option Agreement and that in doing so, it will of necessity have either a financing contingency or a due diligence review that once completed may result in an inability of Skyview to consummate the acquisition contemplated by the Notice of Exercise. If and when such event occurs, it is agreed that Skyview has the right to terminate the Purchase Agreement for any Option Parcel(s) entered into pursuant to the Notice of Exercise without any liability to the City except to return the land and Development Rights that were the subject of the Notice of Exercise to the inventory of Option Parcel(s) and such land and associated Development Rights shall thereafter be available for Skyview to again exercise its Option as to the same at any time during the Option Period. Notwithstanding the foregoing, Skyview must advise and inform the City of its intention to terminate a Purchase Agreement as soon as practicable after the fact is known and no event beyond the termination of the due diligence period under the Purchase Agreement.

8. Omitted.

9. Purchase Price For Option Parcel(s)

Phase 1 – Approximately 7.25 acres – \$1,450,000.00

Phase 2 – Approximately 4.15 Acres – \$830,000.00

Phase 3 – Approximately 2.30 Acres – \$460,000.00

10. Deposits. If Skyview or an Affiliate of Skyview is acquiring an Option Parcel(s), no deposit shall be required. If an unaffiliated approved assignee of Skyview is acquiring an Option Parcel, a deposit equal to 10% of purchase price shall be required, to be held in escrow by the Escrow Agent, unless a lesser amount is accepted by the City. The Deposit shall be nonrefundable after the end of the due diligence period and in the event the assignee fails to close, shall be delivered to the City.

11. Closing on Option Parcel(s). If Skyview duly and timely exercises the Option, the Skyview Option Price shall be due and payable at Closing.

12. Option Terminated by Skyview. If Skyview duly and timely terminates this Purchase Option Agreement as provided for herein on or before the Option Expiration Date, the City shall promptly deliver to Skyview one (1) copy of the Mutual Release, fully completed, originally executed and dated by City.

13. Option Neither Exercised Nor Terminated. If Skyview fails to timely exercise its right to acquire any or all of the Option Property, this Purchase Option Agreement shall terminate automatically upon the termination of the Development Agreement. After termination of the Purchase Option Agreement, Skyview shall promptly deliver to City one (1) counterpart of the Mutual Release, fully completed, executed and dated by Skyview. Upon City's receipt of such Mutual Release, City shall promptly deliver to Skyview one (1) copy of such Mutual Release, fully completed, originally executed and dated by City.

14. Entry, Inspection and Testing. If the Option is exercised pursuant to this Purchase Option Agreement, then as to any Option Parcel(s), Skyview, its Affiliate or approved assignee and its agents may enter upon the Option Parcel(s) at reasonable times to perform reasonably necessary inspections and tests. Notwithstanding the foregoing, neither Skyview, its Affiliate or approved assignee, nor its agents, shall have any right to make soils borings, drill testing or monitoring wells or otherwise to penetrate the surface of the Option Parcel(s) without City's prior written consent, which consent will not be unreasonably withheld. Skyview, its Affiliate or approved assignee, and its agents, shall exercise due care in entering upon, inspecting and testing the Option Parcel(s) and shall perform all such entry, inspection and testing in a professional manner so as to minimize any damage to or disruption of the Option Parcel(s). The party seeking to enter the land shall obtain or cause to be obtained at such party's sole cost and expense, any licenses or permits required by federal, state or local law in order to perform such inspections and tests. The party conducting the investigation shall promptly repair any damage to the Option Parcel(s) resulting from such entry, inspection or testing and shall return the Option Parcel(s) as nearly as possible to their condition prior to such entry, inspection or testing.

15. Environmental Disclosure. Skyview acknowledges that it has been advised by the City that some portion of the Beaumont Development Parcel has been remediated for presence of Hazardous Materials. Skyview shall have no obligation to undertake any environmental remediation of Hazardous Materials on the Beaumont Development Parcel if, (i) such Hazardous Materials existed on the Beaumont Development Parcel prior to the Commencement Date and Skyview has not caused, permitted, contributed to or exacerbated the presence of such Hazardous Materials; or (ii) such Hazardous Materials have migrated onto the Skyview Site from an off-site source without Skyview's knowledge and Skyview has not caused, contributed to or exacerbated the presence of such Hazardous Materials. Without limiting the generality of the foregoing, Skyview shall have no obligation to remediate or take any action with regard to the Hazardous Materials identified in the Development Agreement and Skyview is entitled to rely on the determination of the Florida Department of Environmental Protection that no further action is required to address asbestos in the buildings to be demolished on the Beaumont Development Parcel.

Nothing contained herein shall obviate the duty of Skyview or any Affiliate of Skyview, or an approved assignee in purchasing an Option Parcel(s) to undertake such due diligence as is required to qualify Skyview or an approved assignee as a Bona Fide Prospective Purchaser ("BFPP") so as to meet the criteria set forth in 42 USC 9601(40) and 42 USC 9607(r) of CERCLA. An election to purchase after having made "all appropriate inquiry" shall not operate as a discharge of the City's duty to remediate but shall bar any claim against the City by reason of the election to purchase by Skyview or an approved assignee and both Skyview and any approved assignee shall consummate the transaction contemplated acting solely in reliance upon their own environmental investigation. All investigations undertaken by Skyview or any approved assignee shall meet the review standard set forth in ASTM Standard 1527-05

16. Owner's Deliverables to Skyview.

16.1 Items Delivered.

(a) **General Items.** Not more than fifteen (15) Business Days after the Effective Date of the Purchase Option Agreement, it is acknowledged that Owner has or will have delivered to Skyview the following items relating to the Beaumont Development Parcel:

(i) **Contracts.** A copy of each unrecorded contract, lease and or agreement, if any, contained in Owner's files for the Beaumont Development Parcel, which directly concerns and expressly refers to the Option Property or any portion thereof;

(ii) **Title Documents.** A copy of all documents related to Title of the Beaumont Development Parcel in possession of the Owner;

(iii) **Environmental Reports.** Copies of any environmental reports related to the Beaumont Development Parcel in possession of the Owner and identified in the Development Agreement;

(iv) **Survey.** A copy of any surveys related to the Beaumont Development Parcel in possession of the Owner;

(v) **Plans and Specifications:** Copies of plans and specifications of all structures and facilities currently located on the Beaumont Development Parcel together with copies of maps showing the locations of existing utilities serving the Beaumont Development Parcel to the extent available; and

(vi) **Geotechnical Report:** Copies, if any, of all geotechnical reports that pertain to the Beaumont Development Parcel;

(b) **Additional Deliverables.** Throughout the Option Period, City shall also deliver to Skyview copies of such other items relating to the Beaumont Development Parcel as City is required to deliver to Skyview under applicable law and as such items may become available in the due course of business during the Option Period.

16.2 Limited Warranty. City warrants and represents to Skyview that, to Owner's current actual knowledge at the time of delivery, all copies of documents, instruments, reports, correspondence and other writings delivered by City to Skyview are true and correct copies of the originals. Skyview acknowledges that the delivery of any and all such writings to Skyview in accordance herewith shall not be deemed a representation or warranty as to the completeness or accuracy thereof and Skyview shall make such further investigation of the content of same as Skyview shall determine is required in order for Skyview to file and process a Notice of Exercise in order to take down and acquire a portion of the Skyview Site or an Option Parcel(s). Any claim based on an alleged breach of the foregoing limited warranty and representation must be made by Skyview in a writing delivered to City no later than ninety (90) days after the Closing or be forever barred. A breach of the foregoing limited warranty and representation shall not entitle Skyview to rescind this Option Agreement, or Skyview's purchase of the any portion of the Skyview Site, if consummated, but instead shall only entitle Skyview to recover actual monetary damages. **EXCEPT AS SET FORTH IN THIS SECTION, OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO ANY ITEM DELIVERED BY OWNER TO SKYVIEW PURSUANT TO SECTION 16 OF THIS PURCHASE OPTION AGREEMENT.**

17. Indemnities.

17.1 Liability for Brokerage Commissions. The City has not employed the services of a Broker to procure this Purchase Option Agreement. Nor will the City employ the services of a Broker to facilitate the sale of the Option Property or any portion thereof to Skyview or an affiliate of Skyview. Accordingly, Skyview hereby agrees to defend, indemnify, and hold harmless City from and against any claims by third parties, including real estate brokers for brokerage, commission, finder's or other fees relative to this Purchase Option Agreement, the Purchase Agreement for the sale of the property to Skyview, an Affiliate of Skyview or an

approved assignee including any court costs, attorneys' fees or other costs or expenses arising there from, and alleged to be due by authorization of the indemnifying party unless specifically outlined in the Purchase Agreement. Notwithstanding the foregoing Skyview and the City recognize and agree that unless one or the other of them specifically contract to pay a Brokerage Commission, then neither the City nor Skyview shall be liable for same.

17.2 Meaning. For purposes of this Section 17, all references to "Skyview" when Skyview is indemnifying the City against a claim, shall include: (1) the Skyview's parent, subsidiary, and Affiliate corporate entities, (b) Skyview's directors, officers, shareholders, employees, and agents, and (c) the successors, and assigns of the Skyview, and the Skyview's directors, officers, shareholders, employees, and agents.

17.3 Effectiveness. The provisions of this Section 17 shall be effective upon full execution of this Purchase Option Agreement and shall survive the closing or the termination of this Purchase Option Agreement.

18. Fees and Charges. If after delivery of Notice of Exercise, Skyview fails to close, Skyview shall be obligated to pay all fees and charges owing to Title or Escrow Agent in connection with or in any way related to this Purchase Option Agreement or the transactions contemplated hereby and City shall have no obligation or liability whatsoever in connection therewith. If a deposit has been delivered pursuant to Section 10, then all fees and charges owing to Title or Escrow Agent in connection with, or in any way related to, the purchase of the Option Parcel(s) contemplated in the executed Purchase Agreement shall be paid in accordance with the provisions of the Purchase Agreement.

19. Brokerage Commissions. Upon purchase of an Option Parcel(s) by Skyview pursuant to a Purchase Agreement as set forth herein, it is understood and agreed that the City shall not pay a fee or commission to Skyview as a Broker(s) or to an unrelated Broker(s). City hereby warrants and represents to Skyview that City has not dealt with any Broker, finder or other agent in connection with the transaction contemplated by this Purchase Option Agreement or such subsequent transactions contemplated by this Purchase Option Agreement. Skyview hereby warrants and represents to City that, Skyview has not dealt with any Broker, finder or other agent in connection with the transactions contemplated hereby. Skyview shall at the request of the City provide a Broker Release in substantially the form as set forth in **Exhibit "F"**. In no event will the City pay a brokerage fee or commission.

20. Obligation to Commence Construction Within Twelve Months. It is recognized, understood and agreed that neither Party to this Purchase Option Agreement desires that Parties speculate or land bank one or more of the Option Parcel(s) and accordingly, all Purchase Agreements executed hereunder, including subsequent Purchase Agreements between Skyview or an Affiliate of Skyview, or an approved assignee shall include a requirement that construction commence on the acquired Option Parcel(s) within twelve (12) months of Closing.

For purposes of this Purchase Option Agreement, "Commencement of Construction" shall mean the earliest to occur of payment of impact fees or application for a building permit for vertical construction together with any other required permits necessary to develop the

Option Parcel(s) with the use(s) set forth in the Notice of Exercise and that at a minimum, the site clearing work on the Option Parcel(s) will have been commenced. The twelve (12) month requirement shall be subject to a reasonable extension based upon a written mutual agreement or acts of Force Majeure. For an extension to be reasonable, the Party requesting the same must demonstrate that there has been significant effort to process appropriate permit applications and the like in order to commence construction.

Each Purchase Agreement shall contain a reconveyance provision which can be exercised at the sole discretion of the City if the required Commencement of Construction has not occurred and which provides for reconveyance of the Option Parcel(s) to the City for seventy-five percent (75%) of Purchase Price less City's closing costs shown on the Closing Statement for purchase of the Option Parcel ("Reconveyance Amount"). At Closing on an option parcel, a deed of reconveyance from the party acquiring the Option Parcel(s) to the City shall be delivered to the Escrow Agent to hold until the party acquiring the Option Parcel(s) provides evidence to the City of satisfaction of the construction requirement. The City shall then notify the Escrow Agent in the manner set forth in the Purchase Agreement that the construction requirement has been satisfied and the Escrow Agent shall thereafter mark the deed as CANCELLED and return the escrowed deed to the Owner of the Option Parcel(s). If the City has determined that construction has not commenced, and after the Purchaser is provided sixty (60) days notice and an opportunity to provide evidence that construction has commenced and has failed to do so to the satisfaction of the City, then the City may at its discretion advise the Escrow Agent that the construction requirement has not been satisfied, deliver the Reconveyance Amount to the Escrow Agent to be distributed to the lienholder of any outstanding mortgage or lien of record, or if no lienholder exists or a portion of the Reconveyance Amount remains after satisfaction of all outstanding liens, to be distributed to the party reconveying the parcel. Upon receipt of the Reconveyance Amount, the Escrow Agent shall, at the direction of the City, proceed to record the reconveyance deed in the Public Records of Osceola County, Florida, together with any applicable mortgage and lien satisfactions. The City acknowledges that the Reconveyance Amount may be insufficient to satisfy outstanding liens against the Property, and the Option Parcel may therefore be reconveyed to the City subject to such liens.

21. General Provisions.

21.01 Successors and Assigns. This Purchase Option Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. Notwithstanding the foregoing, Skyview may not transfer, assign or encumber through lien, mortgage or otherwise Skyview's rights under this Purchase Option Agreement except as to specific Option Parcel(s) and as otherwise contemplated in the Development Agreement. In the event of any assignment by Skyview, the assignee shall be and become the person or entity having the right or obligation to (a) deliver or receive notices and documents, (b) give approvals, (c) waive conditions, (d) make demands, (e) receive refunds, and (f) if the Option is exercised, be the grantee or transferee under the Deed (as defined in Exhibit "D"), and the FIRPTA Certificate and the General Assignment (as defined in Exhibit "D") all as may be permitted or required by this Purchase Option Agreement and not then already accomplished by Skyview. In addition, the assignee shall be deemed to have assumed all obligations and liabilities of Skyview under this Purchase

Option Agreement as to the Option Parcel(s). Notwithstanding the forgoing no assignment shall relieve Skyview of any of its obligations or liabilities with regard to the remaining Option Property under this Purchase Option Agreement. Any such assignment must be signed by such assignee and must contain the assignee's assumption of Skyview's liabilities and obligations hereunder. Skyview shall deliver to City a complete copy of any such assignment for City's approval based on assignees identity five (5) days prior to the effective date of such assignment. In the event an assignee has executed a Purchase Contract with the consent of Skyview, Skyview shall at closing execute a release of the Option as to the Option Parcel(s) being purchased by such assignee.

21.02 Entire Agreement. This Purchase Option Agreement, including the referenced provisions of the Development Agreement, the City Code, and the Purchase Agreement, contains the entire agreement between the parties concerning same, and supersedes all prior written or oral agreements between the Parties to this Purchase Option Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both City and Skyview.

22.03 Time of Essence. City and Skyview hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Purchase Option Agreement and that the failure to timely perform any of the terms and conditions by either party shall constitute a breach and default under this Purchase Option Agreement by the party failing to so perform.

22.04 Partial Invalidity. If any portion of this Purchase Option Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Purchase Option Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Purchase Option Agreement.

22.05 Governing Law. The Parties intend and agree that this Purchase Option Agreement shall be governed by and construed in accordance with the laws of the state of Florida and that venue for the adjudication of any matter arising under the same shall vest and be in Osceola County, Florida.

22.06 Attorneys' Fees. Each party waives the right to attorney fees and costs for enforcement of this Purchase Option Agreement, including any legal actions or appeal.

22.07 No Third Parties Benefitted. No person other than City and Skyview, and their authorized and permitted successors and assigns, shall have any right of action under this Purchase Option Agreement.

22.08 Waivers. No waiver by either Party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either Party of the same or any other provision.

22.09 Captions. The captions and Section numbers of this Purchase Option Agreement are for convenience and in no way define or limit the scope or intent of the Sections of this Purchase Option Agreement.

22.10 Counterparts. To facilitate execution, this Purchase Option Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

22.11 Payments. Any payments required or permitted to be made by Skyview to City under this Purchase Option Agreement (including, without limitation, payment of the Option Price, Purchase Price or any other amount specified in this Purchase Option Agreement) shall be in the form of cash, a cashier's check, bank checks acceptable to City or a federal funds wire transfer pursuant to instructions delivered by the City to the Skyview at the time of Closing.

22.12 Time Zone. Every reference in this Purchase Option Agreement to a time of day shall be deemed to be a reference to the time of day in Kissimmee, Florida.

22.13 No Presumption. All the Parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Purchase Option Agreement, the Purchase Agreement and all documents attached as exhibits to either. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Purchase Option Agreement would be construed or interpreted against the party causing the document to be drafted.

22.14 Notices. Any notices or other communication required or permitted under this Purchase Option Agreement shall be in writing, and shall be (a) personally delivered, or sent by certified or registered United States mail, postage prepaid, return receipt requested, to the address of the Party set forth in of this Purchase Option Agreement or (b) emailed with confirmed receipt to the email address of the party set forth in this Purchase Option Agreement. Such notice or communication shall be deemed given when delivered in person, when the emailed is received or, in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

22.15 The Owner's Cooperation On General Title Matters. The City shall cooperate with Skyview acquiring the Purchase Option Property or any portion of the same regarding title matters.

22.16 Exhibits. Exhibits "A" – "F" attached to this Purchase Option Agreement and any sub-exhibits associated therewith are hereby incorporated by this reference.

IN WITNESS WHEREOF, SKYVIEW has executed this Purchase Option Agreement on the date set forth below.

DATED: _____, 2021

WITNESS:

**SKYVIEW KISSIMMEE DEVELOPER,
LLC:**

By: _____

By: _____

Print Name: _____

Print Name: _____

By: _____

Title: _____

Print Name: _____

IN WITNESS WHEREOF, City has executed this Purchase Option Agreement on the date set forth below:

DATED: August ____, 2021

ATTEST

CITY OF KISSIMMEE

By: _____
City Clerk

By: _____
Mayor/Mayor Protem

Print Name: _____

Print Name : _____

Approved as to form and legality for the use
and reliance of the City of Kissimmee, Florida,
only.

By: _____
City Attorney

EXHIBITS LIST

EXHIBIT A	BEAUMONT DEVELOPMENT PARCEL LEGAL DESCRIPTION
EXHIBIT B	ACKNOWLEDGMENT AND MUTUAL RELEASE
EXHIBIT C	NOTICE OF EXERCISE
EXHIBIT D	PURCHASE AGREEMENT (FIRPTA, DEED)
EXHIBIT E	NOTICE OF TERMINATION
EXHIBIT F	BROKER RELEASE

EXHIBIT "B"

ACKNOWLEDGMENT AND MUTUAL RELEASE

This **ACKNOWLEDGMENT AND MUTUAL RELEASE** ("Release") is entered into as of the dates written below by and between the undersigned "Owner/Seller" and the undersigned "Skyview/Buyer".

RECITALS:

This Release is made and entered into on the basis of the following facts and understandings of the parties hereto.

A. Owner/Seller and Skyview/Buyer entered into that certain Option Agreement dated _____, 20__, whereby Skyview was granted an option ("Option") to purchase the Property (as defined in the Option Agreement).

B. Owner/Seller and Skyview/Buyer desire to acknowledge the termination of the Option and Option Agreement as herein provided, and to enter into a mutual release as herein provided.

AGREEMENT:

IN CONSIDERATION of the mutual agreements herein contained, Owner/Seller and Skyview/Buyer (a) acknowledge that the Option has been terminated in accordance with the terms of the Option Agreement or (b) that all Purchase and Sale Agreements executed pursuant to the Option Agreement have been terminated in accordance with the terms of Section 14, (c) all funds due to each Party pursuant to the Development Agreement have been paid; and (d) fully release and discharge each other from, and relinquish all rights, claims and actions that each may have against the other and which arise under or are in any way connected with the Option Agreement, Option Property, except as specifically provided herein to the contrary.

To the extent permitted by the laws of the State of Florida, this Release applies to all described rights, claims and actions, whether known or unknown, foreseen or unforeseen, present or future.

For purposes of this Release, all references to "Owner/Seller" or "Skyview/Buyer" when such Party is being released of an obligation or claim, but not as to such party when it is releasing the other Party of an obligation or claim, shall include (a) its parent, subsidiary or affiliate corporations, (b) its directors, officers, shareholders, employees and agents, and (c) its heirs, successors, personal representatives and assigns and those of its directors, officers, shareholders, employees and agents.

Notwithstanding anything herein to the contrary, this Release shall not extend to any present or future rights, claims or actions which Owner/Seller or Skyview/Buyer may have against

the other under or arising out of the provisions of Section 17 of the Option Agreement entitled "Indemnities" and Section 12 of the Development Agreement entitled "Indemnity."

This Release shall be of no force or effect unless and until it or a copy of it has been executed and dated by all Parties and all deliverables required to be made under the Option Agreement after termination have been made.

This Release shall be governed by and construed in accordance with the laws of the state of Florida.

If any lawsuit is filed which relates to or arises out of this Release, each party waives the right to attorney fees and costs for enforcement of this Agreement, including any legal actions or appeal.

OWNER/SELLER:

ATTEST

CITY OF KISSIMMEE

By: _____
City Clerk

By: _____
Mayor/Mayor Protem

Print Name: _____

Print Name: _____

Approved as to form and legality for the use and
reliance of the City of Kissimmee, Florida,
only.

By: _____
City Attorney

SKYVIEW/BUYER:

**SKYVIEW KISSIMMEE DEVELOPER,
LLC**

By: _____

Print Name: _____

Title: _____

Dated: _____

EXHIBIT "C"

NOTICE OF EXERCISE

_____, 20__

City of Kissimmee
[Owner's Address]
[Owner's Address]
[Owner's Address]

Re: Exercise of Option to Purchase

Dear _____:

The undersigned hereby exercises the Option as to the Option Parcel(s) described in **Exhibit B-1** hereto as set forth in that Purchase Option Agreement dated as of _____, 2021, between the undersigned, as "Optionee", and the City of Kissimmee, as "Owner". **Exhibit B-2** hereto identifies the Option Parcel(s) being acquired.

This letter shall constitute the Notice of Exercise referred to in the Option Agreement.

Very truly yours,

SKYVIEW KISSIMMEE DEVELOPER, LLC

By: _____

Title: _____

Print Name: _____

EXHIBIT "D"

PURCHASE AGREEMENT

This **PURCHASE AGREEMENT** is made and entered into this ____ day of _____ 20__ between City as Owner ("Seller") and **SKYVIEW KISSIMMEE DEVELOPER, LLC** or _____, as assignee of Skyview ("Buyer") pursuant to that certain Notice of Exercise accompanying this Purchase Agreement and proffered to the City consistent with the terms and conditions of the Purchase Option Agreement between SKYVIEW and the City dated _____, 2021.

R E C I T A L S

This Purchase Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

A. Seller selected **SKYVIEW KISSIMMEE DEVELOPER, LLC** as Seller's developer in the redevelopment of the Beaumont Development Parcel.

B. Buyer has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue which might influence Buyer's decision to purchase the Property described in the "Notice of Exercise" from Buyer.

AGREEMENT

1. The following terms, whenever used in this Purchase Agreement, shall have the meanings set forth below. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Option Agreement or the Development Agreement.

1.1. Assignee of Buyer. The Party named in **Exhibit "D-2"** attached to this Purchase Agreement, if any.

1.2. Buyer's Termination Notice: A notice in the form of **Exhibit "E"** to the Purchase Option Agreement.

1.3. Deed: A special warranty deed in the form of **Exhibit "D-4"** attached to this Purchase Agreement.

1.4. Effective Date. _____ (insert date of Skyview's Notice of Exercise).

1.5. Escrow: The escrow to be established by Buyer with Escrow Agent pursuant to Section 6 below.

1.6. FIRPTA Certificate: A certificate in the form of **Exhibit “D-5”** attached to this Purchase Agreement.

1.7. General Assignment: A general assignment in the form of **Exhibit “D-6”** attached to this Purchase Agreement.

1.8. Hazardous Materials: Oil and other petroleum products, flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials, hazardous wastes, toxic or contaminated substances or similar materials, including, without limitation, any substances which are "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under any past, present or future state or federal law, ordinance or regulation.

1.9. Hazardous Materials Laws: All statutes, ordinances, rules and regulations relating to Hazardous Materials, including, without limitation, those relating to soil and groundwater conditions.

1.10. New Title Exception: An exception to title to the real property which arises after the proffered Notice of Exercise of the Option due to the acts or omissions (whenever occurring) of a person or entity other than Buyer, and Buyer's agents and employees, without Buyer's prior written approval, and which (a) will materially interfere with Buyer's proposed use of the Real Property after Closing or (b) constitutes a lien or other monetary encumbrance upon the Real Property.

1.11. Owner Policy: An ALTA Owner's Policy of Title Insurance issued by Title Agent, in form and substance as provided in Section 5.4(e) of this Purchase Agreement.

1.12. Outside Contract Closing Date: (insert date) Date shall not be later than 120 days following the Effective Date unless otherwise agree to by the Parties.

1.13. Permitted Exceptions: The following exceptions to and exclusions from coverage under the Owner Policy: (a) all exceptions and exclusions to title set forth in or required under the terms of the Title Commitment; (b) all other exceptions to title which are not New Title Exceptions; and (c) all New Title Exceptions which are approved by Buyer pursuant to Section 4.1 of this Purchase Agreement.

1.14. Property: The Personal Property and the Real Property.

(a) Personal Property: The personal property described in the General Assignment.

(b) Real Property: The real property described in **Exhibit “D-1”** attached to this Purchase Agreement, and all easements, rights of way and other rights appurtenant thereto.

1.15. Reconveyance Deed. A Deed in the form of **Exhibit “D-3”**.

1.16. Seller's Current Actual Knowledge: Matters of which Seller's Representative is actually aware, without undertaking any investigation or inquiry whatsoever.

1.17. Seller's Representative: City of Kissimmee
101 Church Street
Kissimmee, FL 34741
Attn: Mike Steigerwald

1.18. Title Agent: Fletcher Fischer Pollack, P.L.
433 Central Avenue 4th Floor
St. Petersburg, Florida 33701

2. Purchase and Sale

2.1 Assignment of Option. If an Assignment of the Option as to an Option Parcel(s) is occurring pursuant to Section 21 of the Purchase Option Agreement, the Assignee of Buyer shall have all obligations of Buyer hereunder.

2.2 Purchase and Sale. Seller agrees to sell the Property and all associated development rights to Buyer and Buyer agrees to purchase the Property from Seller on the terms and conditions set forth herein. In consideration of Seller's sale of the Property to Buyer, Buyer shall (a) pay to Seller the Purchase Price and (b) perform all of Buyer's other obligations hereunder.

2.3 Payment of Purchase Price. Buyer shall pay the Purchase Price as follows: (a) Buyer shall pay in cash to Seller at Closing the sum of \$ _____. Purchase Price shall be paid all cash to Seller at Closing (including the Option Price). If a deposit has been provided pursuant to Section 10 of the Purchase Option Agreement, the deposit shall be applied to the purchase price.

2.4 Termination: Buyer may revoke its Notice of Exercise hereunder and terminate this Purchase Agreement at Buyer's discretion, provided, however, if a deposit has been paid, the Seller shall be entitled to retain the deposit. Upon Termination, the Option as to the real property described in **Exhibit "D-1"** shall remain in full force as if no Notice of Exercise had been delivered as to the Option Parcel(s).

3. Inspection and Due Diligence Period. Buyer shall have ninety (90) days from the date of execution of this Agreement to complete inspection and due diligence activities pursuant to Section 14 of the Purchase Option Agreement (the "Inspection Period"). Any objections to be raised by the Buyer that would preclude its closing on the contemplated transaction shall be identified to the Seller before the expiration of the Inspection Period, otherwise the Buyer is bound to close as otherwise provided for herein.

4. Acknowledgments

4.1 Buyer's Acknowledgments. Buyer acknowledges that Buyer is purchasing the property solely in reliance on Buyer's own investigation. Buyer expressly acknowledges that, in

consideration of the agreement of Seller herein, and except as otherwise specified herein, Seller makes and has made no representations or warranties, express or implied, or arising by operation of law, including, but not limited to, any warranty as to condition, merchantability or fitness for a particular use or purpose, with respect to the property or any matter related thereto. Notwithstanding the foregoing, nothing herein shall limit the obligations of the City under the Development Agreement, including without limitation the obligations set forth in **Exhibit "K"** of the Development Agreement.

Further, nothing contained herein shall obviate the duty of Buyer, in purchasing an Option Parcel(s) to undertake such due diligence as is required to qualify Buyer as a Bona Fide Prospective Purchaser ("BFPP") so as to meet the criteria set forth in 42 USC 9601(40) and 42 USC 9607(r) of CERCLA. An election to purchase after having made "all appropriate inquiry" shall not operate as a discharge of the City's duty to remediate as otherwise provided under applicable law but shall bar any claim against the City by reason of the election to purchase by Buyer and Buyer shall consummate the transaction contemplated here acting solely in reliance upon its own environmental investigation. All investigations undertaken by Buyer or any Affiliate of Buyer shall meet the review protocols set forth in ASTM Standard 1527-05.

5. New Title Exceptions

5.1 Buyer's Notice. Buyer shall have the right and option to deliver to Seller a written notice ("New Title Exception Notice"), at any time during Inspection and Due Diligence Period, but not more than ten (10) days after Buyer's discovery of any New Title Exception, stating that a New Title Exception has arisen and that such New Title Exception is unacceptable to Buyer. If Buyer timely delivers a New Title Exception Notice to Seller, the following provisions shall apply:

(a) Correction Efforts.

(i) Seller's Responsibility. If the New Title Exception is due to the acts or omissions of Seller, Seller shall use its best efforts to (A) remove or correct the New Title Exception to Buyer's reasonable satisfaction at or prior to Closing or (B) cause the issuance by Title Agent, at Closing, of title insurance over or with respect to the New Title Exception, all at Seller's sole cost and expense.

(ii) Not Seller's Responsibility. If the New Title Exception is not due to the acts or omissions of Seller, then, upon Buyer's delivery to Seller of the New Title Exception Notice, Seller may, but shall not be obligated to, (A) remove or correct the New Title Exception to Buyer's reasonable satisfaction at or prior to Closing or (B) cause the issuance by Title Agent, at Closing, of title insurance over or with respect to the New Title Exception.

(iii) Extension. Seller shall have the unilateral right, for the purpose of performing Seller's obligations or exercising Seller's rights under this Section 5.1(a), to extend the Outside Contract Closing Date for a period of up to sixty (60) days by delivery to Buyer of written notice to this effect not more than five (5) days after Seller's receipt of the New Title Exception Notice. The period of any such unilateral extension by Seller pursuant to this Section shall run concurrently with any other extension periods provided for in this Purchase Agreement or the Option Agreement.

(b) **Failure to Correct.** If Seller is (i) unable to either (A) remove or correct a New Title Exception described in Section 5.1(a)(i) above to Buyer's reasonable satisfaction or (B) cause the issuance by Title Agent of title insurance over or with respect to such New Title Exception on or before the Outside Closing Date, or (ii) unable or unwilling to either (A) remove or correct a New Title Exception described in Section 5.1(a)(ii) above to Buyer's reasonable satisfaction or (B) cause the issuance by Title Agent of title insurance over or with respect to such New Title Exception on or before the Outside Contract Closing Date, then Buyer shall have the right and option to terminate this Purchase Agreement by delivery to Seller of notice to this effect on or prior to the Outside Contract Closing Date. If Buyer fails to terminate this Purchase Agreement pursuant to this Section 5.1(b), the New Title Exception shall be deemed accepted by Buyer and the parties shall consummate the subject transaction on or before the Outside Contract Closing Date, on the terms otherwise provided in this Purchase Agreement and the Option Agreement.

(c) **Closing After Correction.** If Seller timely removes or corrects the New Title Exception to Buyer's reasonable satisfaction or obtains an agreement from Title Agent to issue title insurance at Closing over or with respect to the New Title Exception, the Parties shall consummate the subject transaction on the Outside Closing Date on the terms otherwise provided in this Purchase Agreement and the Option Agreement.

6. Escrow and Closing

6.1 Escrow; Escrow Instructions. Promptly following Buyer's delivery of the Notice of Exercise to Seller, Buyer in consultation with Seller shall open an Escrow account with Escrow Agent, and shall instruct Escrow Agent to prepare and deliver to Buyer and Seller written escrow instructions consistent with the terms of this Purchase Agreement and reasonably satisfactory to both Buyer and Seller. Such escrow instructions shall incorporate the relevant provisions of this Purchase Agreement by reference and shall provide that in the event of any conflict between such incorporated provisions of this Purchase Agreement and such escrow instructions, such incorporated provisions of this Purchase Agreement shall prevail and control. Buyer and Seller shall execute and return such escrow instructions to Escrow Agent not later than the date required by Escrow Agent for a timely Closing. This sale shall be consummated through the Escrow so established with Escrow Agent.

6.2 Escrow Agent Provisions. Escrow Agent shall have no liability whatsoever arising out of or in connection with its activity as escrow agent provided it does not act in bad faith or in willful disregard of the terms of this Section and Seller and Buyer jointly and severally agree to indemnify and hold harmless Escrow Agent from all loss, cost, claim, damage, liability and expenses (including reasonable attorneys' fees) which may be incurred by reason of its acting as escrow agent unless caused by Escrow Agent's bad faith or willful disregard of the terms of this Section. Escrow Agent shall be entitled to rely upon any judgment, certification, demand or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein, the propriety or validity thereof, or the jurisdiction of a court issuing any such judgment. Escrow Agent may act in reliance upon any instrument or signature believed to be genuine and duly authorized, and advice of counsel in reference to any matter or matters connected therewith. If a deposit of funds is delivered in connection with the purchase

contract, escrow agent may require execution of a separate escrow agreement governing obligations related to said deposit. In the event the Escrow Agent is the law firm of Fletcher & Fischer, P.L., then the **Escrow Agent shall be entitled to represent Buyer, Skyview Kissimmee Developer, LLC or the Escrow Agent relative to this transaction, and all parties waive any right to object to any such representations due to conflicts of interest or other concerns.**

6.3 Deposits Into Escrow. Not later than the date required by Escrow Agent for a timely Closing, the parties shall provide Escrow Agent with such information, documents, instruments and funds as Escrow Agent may reasonably require to affect the Closing, including but not limited to the following:

(a) **Skyview Deposits.** If applicable, Skyview shall deposit an Assignment of Option and Purchase Agreement as to the Option Parcel(s) to Assignee of Buyer.

(b) **Buyer's Deposits.** Buyer shall deposit into escrow (i) the funds to be applied toward the payment of the Purchase Price and such additional funds as are necessary to pay Buyer's share of the Closing Costs and such other amounts as Buyer has agreed to pay under this Purchase Agreement, (ii) a fully completed, executed and dated General Assignment, and (iii) a Reconveyance Deed.

(c) **Seller's Deposits.** Seller shall deposit into escrow (i) a fully completed, executed and dated Deed (in recordable form), (ii) FIRPTA Certificate, and (iii) General Assignment. All said documents and instruments shall show Buyer (or such other person or entity as Buyer may direct and as approved by Lender) as the grantee, assignee or transferee hereunder.

6.4 Further Assurances. Buyer and Seller agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the purchase and sale of the Property, and shall use their best efforts to close in a timely manner.

6.5 The Closing

(a) **Time and Manner.** Upon the satisfaction or waiver of the conditions precedent to exercising the Option and the execution of Notice of Exercise and this Purchase Agreement by the Seller, Closing shall be held on that date provided by Buyer in writing in a subsequent written notice (the "Closing Date"), so long as the Closing Date is not earlier than ten (10) days after Buyer's receipt of the Seller's executed Notice of Exercise and the execution of this Purchase Agreement or later than the Outside Contract Closing Date. Buyer shall tender to the Escrow Agent the Purchase Price for the Option Parcel(s) in good and immediately available funds and Seller shall tender an executed warranty deed for the Option Parcel(s) with a ledger conveying any related water, minerals, oil, gas, and other hydrocarbon substances rights it may possess. Escrow Agent shall thereafter (i) cause the recording of the Deed in the Official Records of Osceola County where the Property is located, (ii) deliver to Buyer the FIRPTA Certificate and the General Assignment, (iii) deliver to Seller all funds deposited by Buyer in escrow with Escrow Agent in payment of the Purchase Price after prorations and deduction of any items chargeable to Seller's account, and (iv) cause the Title Agent to issue or to unconditionally commit to issue the Owner Policy to Buyer.

(b) **Prorations.** The following provisions shall apply with respect to the Property:

(i) **Taxes.** The Parties shall prorate, as of the Closing, all general and special real property taxes and assessments, all personal property taxes and all other taxes and assessments applicable to the Property for the year in which the Closing occurs ("Taxes"). Pursuant to such proration, Buyer shall be charged for all taxes accruing on or after the day of Closing and Seller shall be charged for all taxes accruing prior to the day of Closing. If taxes have not been assessed by the Closing, the Parties shall estimate such proration based upon the most current information available to them concerning the assessed value of the Property and the applicable tax rate; provided, however, when the actual amount of taxes becomes available (and following the completion of any tax protest pending as of the Closing), Buyer shall promptly calculate the correct proration and deliver such calculation to Seller, together with supporting evidence. Not more than thirty (30) days after such delivery, Buyer or Seller, whichever is responsible, shall pay to the other the amount necessary to achieve the correct proration of taxes.

(ii) **Basis.** All prorations made pursuant to this Section 6.5(b) shall be based upon a 30-day month.

(iii) **Survival.** The post-Closing covenants of the Parties set forth in this Section 6.5(b) shall survive the Closing.

(iv) **Closing Costs.** The Parties shall prorate the following items between Seller and Buyer as of 11:59 p.m. on the date immediately preceding the Closing Date and pay the costs and expenses as follows:

a) **Seller Shall Pay:**

1) All update fees, search fees, premium and other costs and expenses associated with the issuance of the Title Commitment, the Title Policy, and all endorsements thereto;

2) cost of recording of any corrective instruments; and

3) any other costs, expenses and/or prorations to be paid by Seller as provided herein.

b) **Buyer shall pay:**

1) the cost of obtaining the Survey; and

2) any other costs, expenses and/or prorations to be paid by Buyer as provided herein.

3) the State of Florida Documentary Stamp Taxes due with respect to the Deed;

4) any costs associated with the financing of the acquisition by the Buyer.

Notwithstanding the foregoing provisions of this Section or anything else to the contrary contained in this Purchase Agreement or the Option Agreement, if the subject transaction fails to close due to the default of either Party, such defaulting Party shall pay all Closing Costs incurred on or prior to the date that such default occurred, provided that if a Deposit has been received and is being retained by Seller, all Closing Costs incurred prior to the Buyer's default shall be paid there from.

(c) **Broker's Commission**. The Parties acknowledge that no real estate broker, other than _____ has been involved in this transaction. Seller/Buyer (select one) shall pay the Broker's Commission in the amount of \$ _____ to Broker upon, and only upon, the Closing, provided, however, Broker shall be obligated to execute a Broker's Release in the form of **Exhibit "F"** to the Option Agreement concurrent with delivery of the commission and/or waive any right to a commission. If this provision is left blank or has inserted a -0-, neither the Seller nor the Buyer shall be obligated to pay any Broker's commission.

(d) **Owner Policy**. It shall be a condition precedent to Closing that Title Agent shall issue or unconditionally commit to issue the Owner Policy as of the date of Closing, and to deliver or unconditionally commit to deliver the Owner Policy to Buyer at Closing or reasonably subsequent thereto, subject to receiving payment of the premium therefore. The Owner Policy shall (i) name Buyer as the insured, (ii) insure Buyer's title to the Real Property subject only to the Permitted Exceptions and (iii) be in the amount of the Purchase Price. In addition, if any New Title Exceptions have been accepted by Buyer subject to title insurance coverage therefore pursuant to Section 5.1 of this Purchase Agreement, then title insurance coverage for such New Title Exceptions shall be included in the Owner Policy. The foregoing condition precedent is for the sole benefit of Buyer and can be unilaterally waived by Buyer at any time in writing.

7. **Liquidated Damages** If the Closing does not timely occur due to the default of Buyer, (a) Buyer shall have no further right to purchase the property, (b) Seller shall be entitled to retain the deposit, if any, and waives any further right to claim damages from Buyer or seek other legal or equitable remedies as a result of failure by Buyer to complete the purchase following exercise of the Option; provided, however, that nothing contained in this section shall terminate, vitiate or otherwise abrogate the indemnification provisions contained in the Option Agreement.

8. **REQUIREMENTS**

8.1 Pursuant to Section 20 of the Purchase Option Agreement, Buyer shall commence construction on the acquired Property within twelve months of the Closing Date. In the event Buyer has not commenced construction by that date, Seller may, after providing the notice and opportunity to cure required in Section 20, deliver the Reconveyance Amount and instruct the Escrow Agent to record the Reconveyance Deed. Buyer hereby consents to such recording by Escrow Agent, provided the Seller has delivered the Reconveyance Amount to the Escrow Agent for distribution as contemplated in Section 20. Seller acknowledges that the Reconveyance Deed may be subject to outstanding liens of record if the Reconveyance Amount is insufficient to satisfy outstanding liens against the Property. This paragraph shall survive Closing.

8.2 Buyer agrees that the uses permitted on the Property shall be as set forth in the Development Agreement and the Site Plan and that such uses shall be consistent with the Development Rights assigned to the Property. No other uses shall be permitted without the written consent of Seller. This paragraph shall survive closing.

9. General Provisions

9.1 Incorporation. All of the provisions of the Purchase Option Agreement and Development Agreement referred to herein are incorporated herein by reference for all purposes; provided, however, any reference in such provisions to the Purchase Option Agreement shall be deemed for purposes of this Section to mean or refer to this Purchase Agreement.

9.2 Exhibits. Exhibits D-1, D-2, D-3, D-4, D-5, and D-6, attached to this Purchase Agreement are hereby incorporated by this reference.

[Signatures on following page]

SELLER:

ATTEST

By: _____
City Clerk

Print Name: _____

Approved as to form and legality for the use
and reliance of the City of Kissimmee, Florida,
only.

By: _____
City Attorney

CITY OF KISSIMMEE

By: _____
Mayor/Mayor Protem

Print Name : _____

BUYER:

WITNESS: _____

Print Name: _____

Print Name: _____

By: _____

Print Name: _____
Its: _____

ESCROW AGENT:

WITNESS:

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Exhibit D-1

REAL PROPERTY DESCRIPTION

Exhibit D-2

ASSIGNMENT OF OPTION TO BUYER

_____, 20__

City of Kissimmee
101 Church Street
Kissimmee, FL 34741
Attn: Mike Steigerwald

Re: Assignment of Option as to Option Parcel

Dear Mr. Steigerwald:

The undersigned hereby assigns its Option, pursuant to the Option Agreement to the Option Parcel(s) identified as _____ to _____ (insert Assignee's name and address), together with the Purchase Agreement executed with regard to the Option Parcel(s) described herein provided, however, that this Assignment shall become effective only upon Closing.

Very truly yours,

SKYVIEW KISSIMMEE DEVELOPER, LLC

By: _____

Print Name: _____

Exhibit D-3

RECONVEYANCE DEED

This Instrument Was Prepared By,
Record and Return To:

_____,"

(RESERVED)

DEED

_____ ("Grantor") for valuable consideration, receipt of which is hereby acknowledged, DOES HEREBY GRANT TO **CITY OF KISSIMMEE**, a municipal corporation organized under the laws of the State of Florida, ("Grantee") the real property in the County of Osceola, State of Florida, described on **Exhibit "A"** attached hereto and incorporated herein by this reference, together with all improvements thereon and all easements, rights of way, and other rights appurtenant thereto, subject, however, to the lien of outstanding mortgages and liens, non-delinquent real property taxes and assessments and covenants, conditions, restrictions, easements, rights-of-way and servitudes of record.

DATE: _____

WITNESS:

By: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Exhibit "D-4"

This Instrument Was Prepared By,
Record and Return To:

_____,"

(RESERVED)

SPECIAL WARRANTY DEED

CITY OF KISSIMMEE, a municipal corporation organized under the laws of the State of Florida ("Grantor") for valuable consideration, receipt of which is hereby acknowledged, DOES HEREBY GRANT TO, a _____, ("Grantee") the real property in the County of Osceola, State of Florida, described on **Exhibit A** attached hereto and incorporated herein by this reference, together with all improvements thereon and all easements, rights of way, and other rights appurtenant thereto, subject, however, to the lien of non-delinquent real property taxes and assessments and covenants, conditions, restrictions, easements, rights-of-way and servitudes of record.

DATE: _____

WITNESS:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Exhibit "D-5"

FIRPTA CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that the withholding of taxes is not required upon the disposition of U.S. real property interests by _____ ("Seller"), the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Treasury Regulations);
2. Seller's U.S. employer identification number is _____; and
3. Seller's address is _____.

Seller understands this certification may be disclosed to the Internal Revenue Service by the transferee, and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, we declare that we have examined this certification, and to the best of our knowledge and belief it is true, correct and complete, and we further declare that we have authority to sign this document on behalf of Seller.

Dated: _____, 20__

SELLER:

_____,
a _____

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Exhibit "D-6"

GENERAL ASSIGNMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, _____, ("Assignor"), hereby assigns, sells, transfers, sets over and delivers unto _____, a _____ ("Assignee") all of Assignor's estate, right, title and interest in and to the following which relates to the land described on **Exhibit A** attached hereto and the improvements situated thereon (collectively, the "Property"):

- (a) all licenses, permits, approvals, entitlements, dedications, and subdivision maps issued, approved or granted by any governmental authorities or otherwise in connection with the Property; all development rights and other intangible rights, titles, interests, privileges and appurtenances of Assignor related to or used in connection with the Property and its operation (collectively, "Licenses and Permits"); and
- (b) all engineering, soils, seismic, geologic and architectural reports, studies and certificates pertaining to the Property which are owned by and within the possession or control of Assignor (collectively, "Reports").

ASSIGNOR MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, REGARDING THE LICENSES AND PERMITS AND REPORTS.

Assignee hereby assumes the performance of all of the terms, covenants and conditions imposed upon Assignor under the Licenses and Permits and Reports accruing or arising on or after the date of delivery of this Assignment.

Assignee agrees to defend, indemnify and hold harmless Assignor from and against all claims, damages, losses, costs, expenses and liabilities (including but not limited to all attorneys' fees and court costs and expert witness fees paid or incurred by Assignor) which arise out of or are in any way connected with any act, cause of action or omission by Assignee under or with respect to the Licenses and Permits and Reports arising, accruing or occurring on or after the date of delivery of this Assignment.

Date: _____

WITNESS:

By: _____

Print Name: _____

ASSIGNOR:

a _____

By: _____

Print Name: _____

Title: _____

ASSIGNEE:

By: _____

Print Name: _____

a _____

By: _____

Print Name: _____

Title: _____

EXHIBIT "E"

NOTICE OF TERMINATION

_____, 20__

City of Kissimmee

[Owner's Address]

[Owner's Address]

[Owner's Address]

Re: Notice of Termination of Development Agreement

Dear _____:

The undersigned hereby notifies the City of Kissimmee that it is terminating to that certain Purchase Option Agreement dated as of _____, 2021, between the undersigned ("Skyview") and the City of Kissimmee ("City").

This letter shall constitute the Notice of Termination referred to in the Purchase Option Agreement.

Very truly yours,

SKYVIEW KISSIMMEE DEVELOPER, LLC

By: _____

Title: _____

Print Name: _____

EXHIBIT "F"
BROKER RELEASE

This Instrument Was Prepared By,
Record and Return To:

_____ ,

(RESERVED)

BROKER ACKNOWLEDGEMENT AND RELEASE OF LIEN

THIS BROKER ACKNOWLEDGEMENT AND RELEASE (this "Release") is entered into and effective as of the _____ day of _____, 20__, by _____ on behalf of himself, and as authorized signatory on behalf of _____ (collectively referred to herein as "Broker").

BACKGROUND

CITY OF KISSIMMEE, a municipal corporation organized under the laws of the State of Florida, (referred to as the "Seller") is selling certain real property located in City of Kissimmee, Osceola County, Florida, and more particularly described in **Exhibit A** attached hereto ("Property"), to _____ ("Buyer") under that certain Option Agreement ("Option") and that certain Purchase Agreement between Seller and Buyer with an effective date of _____. ("Contract").

AGREEMENT

In consideration of the sums set forth in Paragraph 1 below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Broker hereby agrees as follows:

1. Broker acknowledges that in accordance with the terms of the Option and the Contract, Seller has paid Broker in connection with the sale of the Property to Purchasers a cash commission (including fees and expenses) in the amount set forth on the Closing Statement attached hereto as **Exhibit B**. Broker acknowledges that there are no further amounts, brokerage commissions, fees or expenses due Broker related to or in connection with the sale of the Property.

2. Broker hereby releases and forever discharges Seller, Buyer, and Skyview Kissimmee Developer, LLC, Title Agent, and their agents, partners, directors, shareholders, officers, employees and successors from and against any and all actions, causes of action, judgments, claims, and demands of every kind and nature whatsoever, whether known or unknown, that Broker may have or may hereafter claim against Seller, Buyer, Title Agent, or Skyview Kissimmee Developer, LLC, Title Insurance Company relating to the sale of the Property, including but not limited to any claim for brokerage fees, commissions or expenses or the right now or hereafter to file a lien against the Property, which right is hereby released by Broker.

3. Broker knows of no other broker that would have an interest in the Property or the proceeds from the sale thereof.

4. _____ has the authority to execute this Acknowledgment and Release of Lien on behalf of _____.

5. This Acknowledgement and Release is given as an inducement to and as a part of the consideration for the issuance of an owner's insurance policy insuring the Property (the "**Policy**"), by Fletcher Fischer Pollack, P.L. as agent for Old Republic National Title Insurance Company (the "**Title Company**") and to disburse the net proceeds from the sale of the Property. This affidavit is made with the full knowledge that Title Agent is relying upon the truth of the statements made herein to issue the Policies and disburse the net proceeds.

6. Broker hereby agrees to indemnify and hold Title Agent harmless of and from any and all loss, cost, damage and expense of every kind, including attorneys' and paralegals' fees, which Title Agent shall or may suffer or become liable for on account of reliance on the statements made herein. This Acknowledgement and Release constitutes the representation and warranty of Broker to Title Agent that the foregoing statements are true and correct.

(Remainder of Page Left Blank Intentionally)

IN WITNESS WHEREOF, Broker has executed this Release this ____ day of _____, 2021.

By: _____

Print Name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and acknowledged before me this ____ day of _____, 2021, by _____, as _____ of _____ He/She is personally known to me or has produced a _____ as identification.

NOTARY PUBLIC (Signature)

(Affix Notary Seal or Stamp)

(Printed Name)

My Commission Expires:

BROKER RELEASE

EXHIBIT F-1

Legal Description

BROKER RELEASE

EXHIBIT F-2

Closing Statement

EXHIBIT "D"
RESPONSIBILITY FOR ANCILLARY PUBLIC IMPROVEMENTS

Exhibit D - RESPONSIBILITIES FOR ANCILLARY PUBLIC IMPROVEMENTS

<u>Improvement</u>	<u>Responsibility to Complete Construction</u>	<u>Responsibility for Cost</u>	<u>Completion Deadline</u>	<u>City Contribution Post Completion (Note 1)</u>	<u>City Contribution During Construction (Note 2)</u>
Purchase of 880 MLK Jr Blvd property for stormwater management and public park use	City	City	1/31/2022		NA
Asbestos Remediation	Skyview	City	1/31/2022		Inc
Demo Existing Structures not slated for temp construction use	Skyview	City	2/15/2022		Inc
Construct City Streets / Sidewalks / Parking spaces	Skyview	City	4/15/2023		\$ 5,900,000
Relocate / Resize / Install master stormwater system to be at least 5' outside of building pads	Skyview	City	4/15/2023		Inc
Install subsurface water, sewer electrical, telecom utilities to within 5' of building pads	Skyview	City	4/15/2023		Inc
Construct public parks and open spaces including landscaping, water features, and accessory structures	Skyview	City	4/15/2023		Inc
Install street lights, street trees, urban accessory structures and street furnishings	Skyview	City	4/15/2023		Inc
CRA Funding Grants and Incentive Programs	Skyview	Skyview and City	7/31/2023	\$ 3,100,000	
Related design, engineering, permitting and inspection costs	Skyview	City	4/15/2022		Inc
Sub-Total Phase 1 City Contribution				\$ 3,100,000	\$ 5,900,000

Phase 2 Ancillary Public Improvements to be mutually determined by City and Skyview prior to execution of Phase 2 land option (Note 3)	Skyview	City	5/15/2024	TBD	TBD
Phase 3 Ancillary Public Improvements to be mutually determined by City and Skyview prior to execution of Phase 3 land option (Note 4)	Skyview	City	6/15/2026	TBD	TBD

Med Arts District / Downtown Kissimmee CRA / City permit / impact / development fee waivers	Skyview	City	12/15/2021	TBD	TBD
---	---------	------	------------	-----	-----

Note 1 - Skyview to receive a 15 year tax rebate for Phase 1 equal to \$206,667 per year to commence in the first full year of Phase 1 occupancy and tax valuation.

Note 2 - City to reimburse Skyview on a monthly request basis for work completed based on approved AIA G702 and G703 Schedule of Values

Note 3: Phase 2 may include publicly funded fill to meet site floodplain requirements, and costs of parking garage and storm water vault if warranted by project density.

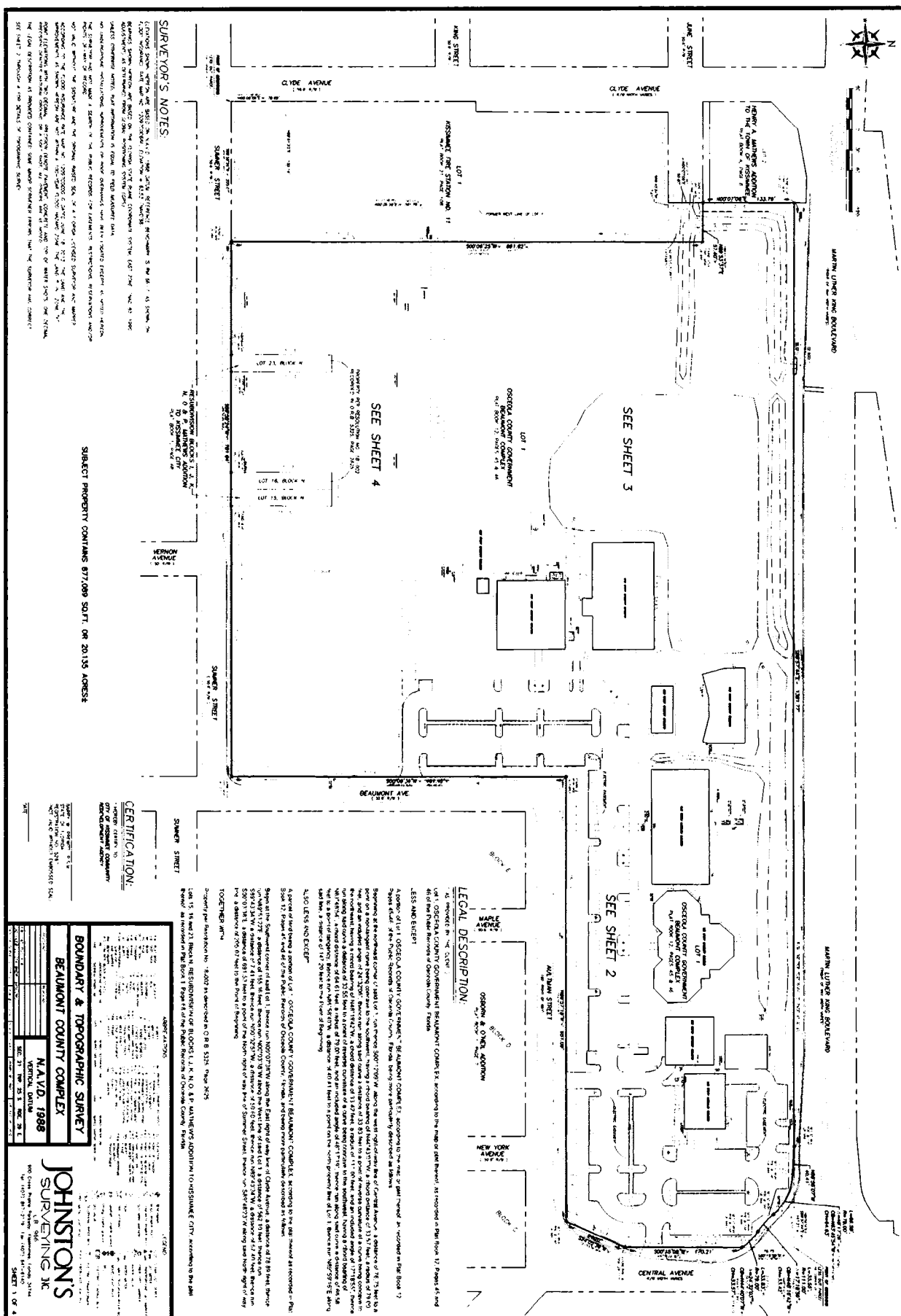
Note 4: Public cost contribution to be determined based upon product mix agreed upon by City and Developer.

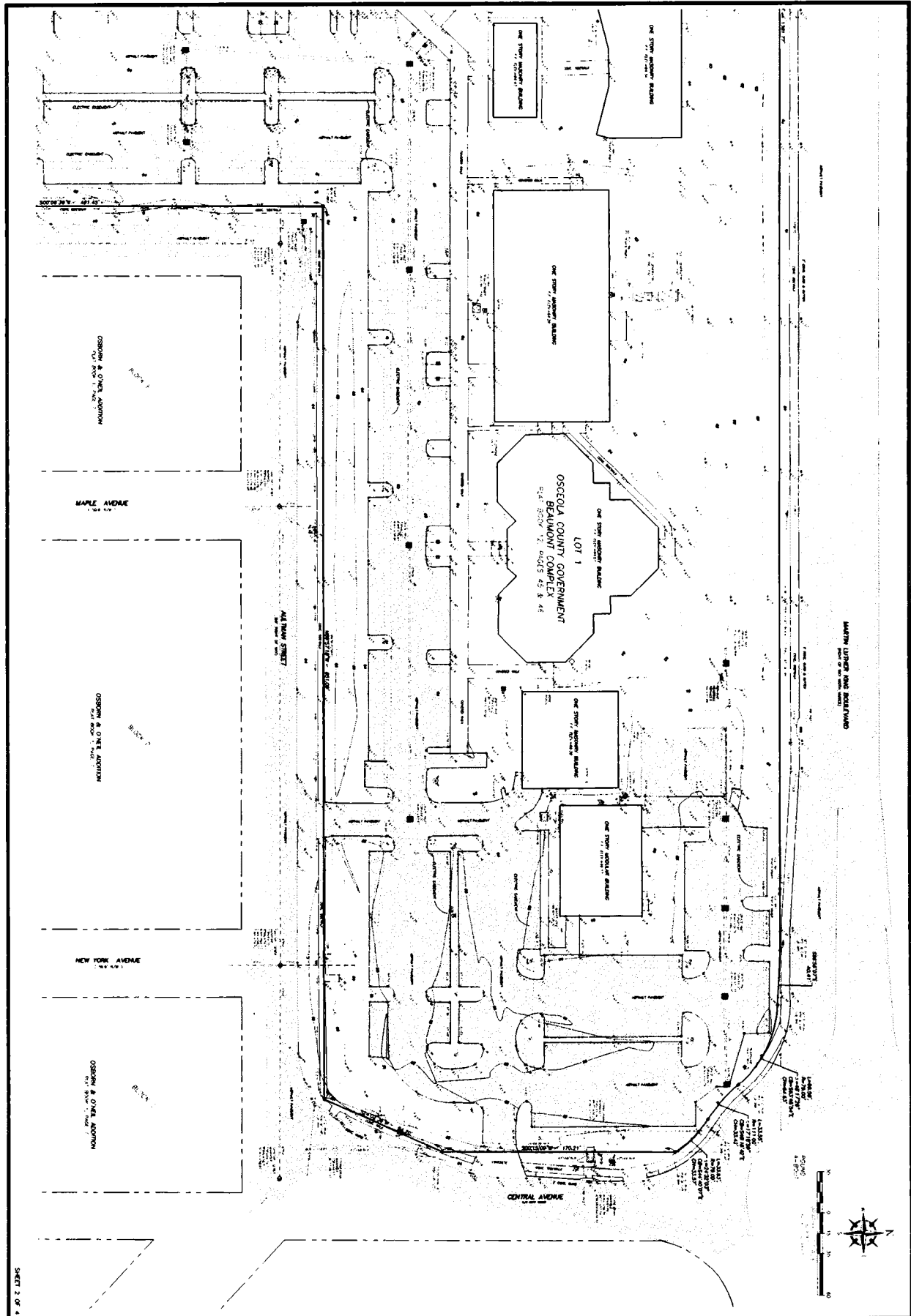
EXHIBIT "E"
DEVELOPMENT SCHEDULE AND MILESTONES

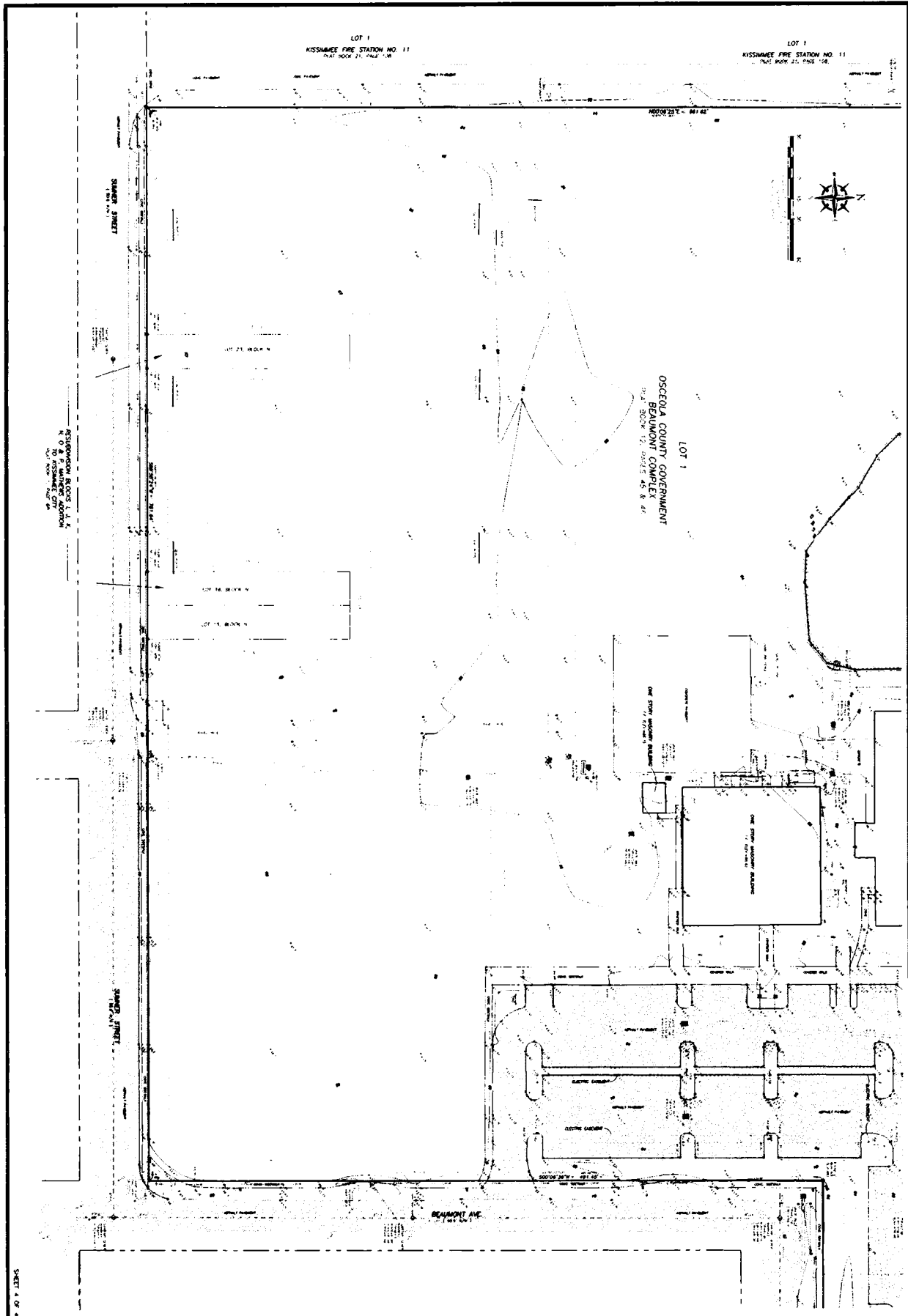
**Exhibit E - DEVELOPMENT
SCHEDULE AND MILESTONES**

	Target Start	Target End	Milestone
Development Agreement Signed			Dec-2021
Demolish Buildings in Phase 1 / Phase 1 API footprint	Mar-2022	Apr-2022	
Demolish Buildings in Phase 2 footprint		Oct-2023	
Demolish Buildings in Phase 3 footprint		May-2025	
Phase 1 - Multi-Family Apartment Building (20 months)			
Ancillary Public Improvements (API) Engineering and Permitting	Dec-2021	May-2022	
API Construction	Apr-2022	Apr-2023	
Building Design and Permitting	Dec-2021	May-2022	
Close on Land			Apr-2022
Building Construction	May-2022	Jul-2023	
Vertical Building Construction	Jul-2022		<i>Per 6.03</i>
Completion			Jul-2023
Phase 2 - Resi or Mixed Use Building (21 months)			
API Engineering and Permitting	Jun-2023	Nov-2023	
API Construction	Nov-2023	May-2024	
Building Design and Permitting	Jun-2023	Nov-2023	
Close on Land			Nov-2023
Building Construction	Nov-2023	Feb-2025	
Vertical Building Construction	Jan-2024		<i>Per 6.03</i>
Completion			Feb-2025
Phase 3 - Mixed-Use Commercial Bldg (23 months)			
API Engineering and Permitting	Dec-2024	Jun-2025	
API Construction	Jun-2025	Jun-2026	
Building Design and Permitting	Dec-2024	Jun-2025	
Close on Land			Apr-2025
Building Construction	Jun-2025	Oct-2026	
Vertical Building Construction	Sep-2025		<i>Per 6.03</i>
Completion			Nov-2026
End of Initial Development Term (5 years)			Nov-2026

EXHIBIT "F"
SURVEY OF EASEMENT, ENCROACHMENT,
BOUNDARY IRREGULARITIES AND UTILITY LOCATIONS







SHEET 4 OF 4

EXHIBIT "G"
TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

THIS INSTRUMENT RETURN TO:
Linda Hansell, City Clerk
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

THIS INSTRUMENT PREPARED BY:
Kalanit Oded, Deputy City Attorney
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

Property Appraiser's PIN:
Part of _____

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT
(From City of Kissimmee to Skyview)

THIS TEMPORARY CONSTRUCTION EASEMENT is made this _____, between, the **CITY OF KISSIMMEE**, a Florida municipal corporation whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter the "City"), as grantor, and **SKYVIEW KISSIMMEE DEVELOPER LLC**, a Delaware Limited Liability Company, having its principal place of business at 330 N Beaumont Ave, Kissimmee, FL 34741, (hereinafter referred to as "Skyview"), as grantee.

WITNESSETH:

WHEREAS, Skyview, pursuant to that certain Master Development Agreement (the "Agreement") dated _____, is redeveloping the Beaumont Development Parcel (the "Project"); and

WHEREAS, Skyview is constructing and/or utilizing the Ancillary Public Improvements and Necessary Site Improvements owned by City for developing each phase of the Project; and

WHEREAS, in connection with said work, it will be necessary to have access to the real property owned by the City; and

THAT the City, for and in consideration of the sum of TEN AND NO/100 DOLLAR (\$10.00) and other good and valuable considerations, to it in hand paid by Skyview, the receipt whereof is hereby acknowledged, hereby grants unto Skyview a temporary construction and access easement for the demolition of existing structures on the Beaumont Development Parcel and the construction of Necessary Site Improvements, the Ancillary Public Improvements and to take all other actions permitted under the Agreement, over, under, and across the following described real property, located and situate in the County of Osceola, State of Florida, to wit:

**See Legal Description
attached hereto as Exhibit "A"
and incorporated herein by reference;**

A portion of PIN: _____,
commonly referred to as _____ [address]

**TITLE TO THE PROPERTY DESCRIBED HEREIN, AS WELL AS
THE LEGAL DESCRIPTION, HAS NOT BEEN EXAMINED OR
APPROVED BY THE CITY OF KISSIMMEE OR THE CITY
ATTORNEY'S OFFICE**

(hereinafter, the "Temporary Easement Area").

City hereby grants to the Skyview permission to enter the Temporary Easement Area for demolition of existing structures on the Beaumont Development Parcel and the construction of Necessary Site Improvements, the Ancillary Public Improvements and to take all other actions permitted under the Agreement, together with right of ingress and egress for such purposes. This easement shall become null and void upon the earlier of (i) the passage of five (5) years; or (ii) the date on which Skyview completes the work described herein; or (iii) the date of violation of a condition of this Easement, violation of which as determined by the City.

Skyview, its successors and assigns agree to the following covenants and conditions of this Easement:

1. The rights granted herein shall not be construed to unreasonably interfere with use of the premises adjacent to the Temporary Easement Area.
2. Skyview shall restore the ground surface and repair any damage to the Temporary Easement Area, as applicable, so as to restore it to its condition prior to the Skyview's work in the Temporary Easement Area.
3. Skyview agrees to indemnify and hold harmless the City from all liabilities, claims, damages, losses, costs and expenses, including attorneys' fees and litigation costs, resulting from or arising out of use of the Temporary Easement Area by Skyview, its employees, contractors, sub-contractors, materialmen, laborers and its or their agents.
4. In no event shall Skyview's interest in the Temporary Easement Area be subject to liens arising from Skyview's use of the Temporary Easement Area and Skyview shall promptly cause any such lien imposed against the Temporary Easement Area to be discharged or bonded off.
5. Nothing herein shall render Skyview or the work performed within the Temporary Easement Area to be exempt from all applicable laws, rules, regulations, ordinances, resolutions, policies or procedures, including but not limited to permitting requirements.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness #1 Signature

Witness #1 Name

Witness #2 Signature

Witness #2 Name

CITY OF KISSIMMEE, a Florida municipal
corporation

By: _____
Olga Gonzalez, Mayor

(City Seal)

ATTEST:

Linda Hansell, City Clerk

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by means of ☐ physical presence or ☐ online notarization, by Olga Gonzalez who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

The foregoing easement is accepted and agreed to by **SKYVIEW KISSIMMEE DEVELOPER LLC**, a Delaware limited liability company, this ____ day of _____, 202__.

SKYVIEW KISSIMMEE DEVELOPER LLC, a
Delaware limited liability company

Name: _____
Title: _____

EXHIBIT “H”

STAGING LOCATIONS

Exhibit H - STAGING LOCATIONS

Phase 1 Temporary Construction Office will be located in the building currently located at 330 N. Beaumont Ave

Phase 1 Staging will occur on future development parcel F2. F2 parcel is indicated in Exhibit C.

Phase 2 Temporary Construction Office will be located in the building currently located at 370 N. Beaumont Ave

Phase 2 Staging will occur on future development Parcel F1. F1 parcel is indicated in Exhibit C.

Phase 3 Staging will be evaluated between Skyview and City prior to commencement of Phase 3 construction

EXHIBIT "I"
PROPERTY USE AGREEMENT

Master Development Agreement
SkyView Kissimmee Developer LLC
Page 43 of 44

THIS INSTRUMENT RETURN TO:

Linda Hansell, City Clerk
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

THIS INSTRUMENT PREPARED BY:

Kalanit Oded
Deputy City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

Property Identification Nbr: _____

PROPERTY USE LICENSE AGREEMENT

THIS PROPERTY USE AGREEMENT ("Agreement"), made and entered into as of the _____ day of _____, 202_ by and between the CITY OF KISSIMMEE, FLORIDA, a Florida Municipal Corporation (hereinafter, the "City"), whose address is 101 Church Street, Kissimmee, FL 34741, and SKYVIEW KISSIMMEE DEVELOPER LLC, a Delaware Limited Liability Company, having its principal place of business at 330 N Beaumont Ave, Kissimmee, FL 34741, (hereinafter, the "Licensee").

WITNESSETH:

WHEREAS, Skyview, pursuant to that certain Master Development Agreement (the "Development Agreement") dated _____, is redeveloping the Beaumont Development Parcel (the "Project").

WHEREAS, City is the owner of certain vacant real property within the City and described as follows:

INSERT LEGAL DESCRIPTION

(hereinafter referred to as the "Licensed Area").

WHEREAS, Licensee is desirous of using the Licensed Area as a staging site for construction of the Beaumont Redevelopment Parcel, as depicted on Exhibit "A" attached hereto;

WHEREAS, the City Commission has authorized Licensee to use such Licensed Area subject to the Development Agreement and other terms and conditions for said use.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and certain other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned agree as follows:

1. Recitals. Each and all of the foregoing recitals be and the same are hereby incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement. As used in this Agreement, the term "Licensee" shall refer to and mean the above named Licensee and the successors and assigns of the Licensee as owners in fee simple of the Property.

2. License Granted. Pursuant to the terms hereof, Licensee is hereby granted a license for the exclusive use of the Licensed Area as a staging area for construction activities on the Beaumont Development Parcel pursuant to the Development Agreement.

3. Maintenance Responsibilities. The Licensee shall be exclusively responsible for the maintenance of the Licensed Area during the term of the Agreement. Maintenance shall include promptly and continuously keeping all of the Licensed Area clean, free of litter, debris, branches, tree limbs, brush, grass, trash, junk, refuse, inoperative motor vehicles, junk cars and shall comply with the standards established by the City Code for maintenance of private properties. The Licensee shall be responsible for any damage to the Licensed Area subject to this Agreement during the term hereof regardless of who commits said damage. If the City determines the Licensed Area is not being properly maintained, it shall provide Skyview with written notice and no less than ten (10) days opportunity to cure the issue. The Licensee shall make no alterations or commence any construction to the Licensed Area unless otherwise authorized by the City.

4. License Revocation. The Licensee agrees that this authorized usage may be revocable at the discretion of the City, in accordance with the Development Agreement.

5. Indemnification; Liability of City; Insurance.

(a) SkyView hereby agrees to release and indemnify and save harmless the City, its officers, agents, employees and elected and appointed officials from and against any and all loss of or damage to property, or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, damages, suits, costs, expense, liability, actions, penalties or proceedings of any kind or nature whatsoever, including worker's compensation claims, of or by anyone whomsoever, in any way resulting from, or arising out of SkyView's operations in connection herewith or SkyView's use or occupancy of any portion of the Licensed Area and including acts and omissions of officers, employees, representatives, suppliers, invitees, contractors and agents of SkyView.

(b) The City, in turn, and subject to the limitations of applicable law, agrees to indemnify SkyView, its officers, agents, and employees from damages resulting solely from (i) the sole negligence or intentional misconduct of the City's officers, agent and employees; or (ii) the City activities on the Licensed Area.

(c) The Licensee shall maintain insurance in accordance with the Development Agreement.

6. Attorney's Fees. Each party waives the right to attorney fees and costs for enforcement of this Agreement, including any legal actions or appeal. Skyview and City will make commercially reasonable efforts to include such a waiver in contracts with any consultants, subcontractors and affiliates of either party.

7. Entire Agreement. This agreement shall constitute the entire agreement between the parties.

8. Duration. This Agreement or the rights under this Agreement are not assignable or otherwise transferable in whole or in part by the Licensee. The term of this Agreement is for the Term of the Development Agreement, which shall be no less five (5) years and commences on _____.

9. Enforcement. Enforcement of this Agreement may be by the Licensee or the City and may be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision hereof, either to restrain a violation or to recover damages to the extent permitted by this Agreement. Failure to enforce any covenant or provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. The City shall not be obligated or bound to enforce any of the covenants or provisions herein or be liable to or for non-enforcement hereof. Any non-enforcement by the City shall not be construed to be a waiver of the right to enforce this Agreement at a future time or declare its breach.

10. Severability. Invalidity of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

11. Interpretation. It is agreed that this Agreement has been mutually negotiated and written by all parties hereto. Consequently, this Agreement shall not be interpreted more harshly against any one party as drafter of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

LICENSEE:

Sign: _____
Print Name: _____

By: _____
Skyview Kissimmee Developer LLC

Sign: _____
Print Name: _____

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by means of ☐ physical presence or ☐ online notarization, by _____, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

CITY:

CITY OF KISSIMMEE, FLORIDA,
a Florida Municipal Corporation

Sign: _____
Print Name: _____

Sign: _____
Print Name: _____

By: _____
City Manager

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by means of ☐ physical presence or ☐ online notarization, by _____, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

EXHIBIT "J"
INSURANCE REQUIREMENTS

EXHIBIT "J"

INSURANCE REQUIREMENTS

- 1) Commercial General Liability: \$1,000,000 per occurrence /\$2,000,000 general aggregate.
- 2) Products Liability: \$2,000,000
- 3) Excess Liability: \$5,000,000.00 per occurrence/\$5,000,000 general aggregate.
- 4) Workers' Compensation and Employers' Liability per Statutory Requirements

Exhibit B
Legal Description

LOT 1

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, and Lots 15, 16 and 23, Block N, RESUBDIVISION OF BLOCKS I, J, K, N, O and P, MATHEWS ADDITION TO KISSIMMEE CITY, according to the plat thereof, as recorded in Plat Book 1, Page 68 of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Begin at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 395.19 feet; thence departing said East line, run S89°53'35"E, a distance of 165.45 feet; thence run N00°04'07"E, a distance of 25.90 feet; thence run S89°38'38"E, a distance of 24.00 feet to a Point on a non-tangent curve, concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 58°41'52"; thence run Northeasterly, along the Arc of said curve, a distance of 25.61 feet (Chord Bearing = N29°22'45"E, Chord = 24.51 feet) to the point Reverse Curvature of a curve, concave to the Northwest, having a Radius of 46.00 feet and a Central Angle of 00°28'20"; thence run Northeasterly along the Arc of said curve, a distance of 0.38 feet (Chord Bearing = N58°29'31"E, Chord = 0.38 feet) to a point; thence run S89°57'13"E, a distance of 542.40 feet to the Point of Curvature of a curve, concave to the South, having a Radius of 10.00 feet and a Central Angle of 39°40'59"; thence run Easterly, along the Arc of said curve, a distance of 6.93 feet (Chord Bearing = S70°06'42"E, Chord = 6.79 feet) to a Point on a non-tangent curve, concave to the Northeast, having a Radius of 166.74 feet and a Central Angle of 02°12'34"; thence run Southeasterly, along the Arc of said curve, a distance of 6.43 feet (Chord Bearing = S45°14'25"E, Chord = 6.43 feet) to a Point on a non-tangent curve, concave to the Southwest, having a Radius of 10.00 feet and a Central Angle of 47°22'18"; thence run Southeasterly, along the Arc of said curve, a distance of 8.27 feet (Chord Bearing = S23°34'31"E, Chord = 8.03 feet) to a point; thence run S00°06'38"W, a distance of 91.88 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 1,039.10 feet and a Central Angle of 03°53'02"; thence run Southerly, along the Arc of said curve, a distance of 70.44 feet (Chord Bearing = S01°49'53"E, Chord = 70.42 feet) to the Point of Tangency thereof; thence run S03°46'24"E, a distance of 70.46 feet to the Point of Curvature of a curve, concave to the West, having a Radius of 960.90 feet and a Central Angle of 03°47'14"; thence run Southerly, along the Arc of said curve, a distance of 63.51 feet (Chord Bearing = S01°52'47"E, Chord = 63.50 feet) to the Point of Tangency thereof; thence run S00°09'27"W, a distance of 131.14 feet to a point on the North Right of Way line of Summer Street; thence run S89°58'24"W along said North Right of Way line, a distance of 767.56 feet to the Point of Beginning.

TRACT 3

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 483.61 feet to the Point of Beginning; thence continue N00°06'25"E along said East line, a distance of 40.19 feet to a Point on a non-tangent curve, concave to the North, having a Radius of 947.90 feet and

a Central Angle of 02°20'51"; thence departing said East line, run Easterly, along the Arc of said curve, a distance of 38.84 feet (Chord Bearing = N84°57'07"E, Chord = 38.84 feet) to the Point of Reverse Curvature of a curve, concave to the South, having a Radius of 1,052.10 feet and a Central Angle of 02°27'21"; thence run Easterly, along the Arc of said curve, a distance of 45.10 feet (Chord Bearing = N85°00'22"E, Chord = 45.09 feet) to a Point on a non-tangent curve, concave to the Southeast, having a Radius of 60.96 feet and a Central Angle of 82°21'51"; thence run Northeasterly, along the Arc of said curve, a distance of 87.63 feet (Chord Bearing = N47°52'45"E, Chord = 80.28 feet); thence run S87°43'55"E, a distance of 6.82 feet; thence run N00°02'43"E, a distance of 64.84 feet; thence run N05°46'27"W, a distance of 17.14 feet; thence run N15°37'39"W, a distance of 30.32 feet; thence run N08°02'27"W, a distance of 32.49 feet; thence run N00°02'43"E, a distance of 84.09 feet; thence run N16°30'21"W, a distance of 13.67 feet to a point on the South Right of Way line of Martin Luther King Boulevard; thence run S89°57'44"E along said South Right of Way line, a distance of 16.17 feet; thence departing said South Right of Way line, run S16°30'21"E, a distance of 11.32 feet; thence run S00°02'43"W, a distance of 85.24 feet; thence run S08°02'27"E, a distance of 30.37 feet; thence run S15°37'39"E, a distance of 30.63 feet; thence run S05°46'27"E, a distance of 19.26 feet; thence run S00°02'43"W, a distance of 108.42 feet to the Point of Curvature of a curve, concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 58°35'32"; thence run Southwesterly, along the Arc of said curve, a distance of 25.57 feet (Chord Bearing = S29°20'29"W, Chord = 24.47 feet) to the Point of Reverse Curvature of a curve, concave to the Southeast, having a Radius of 46.00 feet and a Central Angle of 27°48'37"; thence run Southwesterly, along the Arc of said curve, a distance of 22.33 feet (Chord Bearing = S44°43'56"W, Chord = 22.11 feet) to the Point of Reverse Curvature of a curve, concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 57°10'02"; thence run Southwesterly, along the Arc of said curve, a distance of 24.94 feet (Chord Bearing = S59°24'39"W, Chord = 23.92 feet) to the Point of Reverse Curvature of a curve, concave to the South, having a Radius of 1,012.00 feet and a Central Angle of 04°12'59"; thence run Westerly, along the Arc of said curve, a distance of 74.47 feet (Chord Bearing = S85°53'11"W, Chord = 74.45 feet) to a Point on a non-tangent curve, concave to the North, having a Radius of 1,004.08 feet and a Central Angle of 02°28'09"; thence run Westerly, along the Arc of said curve, a distance of 43.27 feet (Chord Bearing = S85°02'17"W, Chord = 43.27 feet) to the Point of Beginning.

TRACT 4

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 691.62 feet to the North line of said Lot 1; thence run S89°53'37"W along said North line, a distance of 57.40 feet; thence departing said North line, run N00°07'06"E, a distance of 133.79 feet to a point on the South Right of Way line of Martin Luther King Boulevard; thence run S89°57'44"E along said South Right of Way line, a distance of 264.78 feet to the Point of Beginning; thence continue S89°57'44"E along said South Right of Way line, a distance of 18.67 feet to a Point on a non-tangent curve, concave to the East, having a Radius of 24.00 feet and a Central Angle of 44°50'24"; thence departing said South Right of Way line, run Southerly, along the Arc of said curve, a distance of 18.78 feet (Chord Bearing = S22°27'55"W, Chord = 18.31 feet); thence run S00°00'00"E, a distance of 80.28 feet to a Point on a non-tangent curve, concave to the West, having a Radius of 118.07 feet and a Central Angle of 15°49'21"; thence run Southerly, along the Arc of said curve, a distance of 32.61 feet (Chord Bearing = S08°14'32"W, Chord = 32.50 feet); thence run S16°13'03"W, a distance of 23.65 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 84.50 feet and a

Central Angle of 16°10'20"; thence run Southerly, along the Arc of said curve, a distance of 23.85 feet (Chord Bearing = S08°07'53"W, Chord = 23.77 feet); thence run S00°02'43"W, a distance of 64.84 feet to a Point on a non-tangent curve, concave to the Southwest, having a Radius of 60.96 feet and a Central Angle of 94°07'41"; thence run Southeasterly, along the Arc of said curve, a distance of 100.15 feet (Chord Bearing = S48°19'24"E, Chord = 89.26 feet); thence run S89°57'17"E, a distance of 468.02 feet to the Point of Curvature of a curve, concave to the Northwest, having a Radius of 12.00 feet and a Central Angle of 45°49'18"; thence run Northeasterly, along the Arc of said curve, a distance of 9.60 feet (Chord Bearing = N67°08'04"E, Chord = 9.34 feet) to the Point of Reverse Curvature of a curve, concave to the Southeast, having a Radius of 68.50 feet and a Central Angle of 22°47'58"; thence run Northeasterly, along the Arc of said curve, a distance of 27.26 feet (Chord Bearing = N55°37'24"E, Chord = 27.08 feet) to the Point of Reverse Curvature of a curve, concave to the Northwest, having a Radius of 6.00 feet and a Central Angle of 57°43'01"; thence run Northeasterly, along the Arc of said curve, a distance of 6.04 feet (Chord Bearing = N38°09'53"E, Chord = 5.79 feet) to the Point of Reverse Curvature of a curve, concave to the East, having a Radius of 327.50 feet and a Central Angle of 10°43'10"; thence run Northerly, along the Arc of said curve, a distance of 61.27 feet (Chord Bearing = N14°39'57"E, Chord = 61.18 feet) to the Point of Tangency thereof; ; thence run N20°01'32"E, a distance of 53.08 feet to the Point of Curvature of a curve, concave to the West, having a Radius of 84.50 feet and a Central Angle of 18°31'39"; thence run Northerly, along the Arc of said curve, a distance of 27.32 feet (Chord Bearing = N10°45'43"E, Chord = 27.21 feet); thence run N02°09'47"E, a distance of 23.22 feet; thence run N09°45'14"E, a distance of 23.31 feet to a Point on a non-tangent curve, concave to the West, having a Radius of 258.00 feet and a Central Angle of 14°33'14"; thence run Northerly, along the Arc of said curve, a distance of 65.53 feet (Chord Bearing = N07°18'53"E, Chord = 65.36 feet); thence run N00°02'16"E, a distance of 13.25 feet to the Point of Curvature of a curve, concave to the West, having a Radius of 24.00 feet and a Central Angle of 42°37'15"; thence run Northerly, along the Arc of said curve, a distance of 17.85 feet (Chord Bearing = N21°16'22"W, Chord = 17.44 feet) to a point on the aforesaid South Right of Way line of Martin Luther King Boulevard; thence run S89°57'44"E along said south Right of Way line, a distance of 18.34 feet to a Point on a non-tangent curve, concave to the West, having a Radius of 39.50 feet and a Central Angle of 24°17'41"; thence departing said South Right of Way line, run Southerly, along the Arc of said curve, a distance of 16.75 feet (Chord Bearing = S12°06'34"E, Chord = 16.62 feet); thence run S00°02'16"W, a distance of 13.25 feet to the Point of Curvature of a curve, concave to the West, having a Radius of 273.50 feet and a Central Angle of 14°24'53"; thence run Southerly, along the Arc of said curve, a distance of 68.81 feet (Chord Bearing = S07°14'42"W, Chord = 68.63 feet); thence run S09°45'14"W, a distance of 21.64 feet; thence run S02°09'47"W, a distance of 22.11 feet to a Point on a non-tangent curve, concave to the West, having a Radius of 100.00 feet and a Central Angle of 18°28'26"; thence run Southerly, along the Arc of said curve, a distance of 32.24 feet (Chord Bearing = S10°47'19"W, Chord = 32.10 feet); thence run S20°01'32"W, a distance of 53.08 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 312.00 feet and a Central Angle of 11°51'05"; thence run Southerly, along the Arc of said curve, a distance of 64.54 feet (Chord Bearing = S14°06'00"W, Chord = 64.42 feet) to the Point of Reverse Curvature of a curve, concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 53°37'45"; thence run Southwesterly, along the Arc of said curve, a distance of 23.40 feet (Chord Bearing = S34°59'20"W, Chord = 22.56 feet) to the Point of Reverse Curvature of a curve, concave to the Southeast, having a Radius of 46.00 feet and a Central Angle of 30°21'01"; thence run Southwesterly, along the Arc of said curve, a distance of 24.37 feet (Chord Bearing = S46°37'42"W, Chord = 24.08 feet) to the Point of Reverse Curvature of a curve, concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 58°35'32"; thence run Southwesterly, along the Arc of said curve, a distance of 25.57 feet (Chord Bearing = S60°44'57"W, Chord = 24.47 feet) to the Point of Tangency thereof; thence run N89°57'17"W, a distance of 498.77 feet to the Point of Curvature of a curve, concave to the Northeast, having a Radius of 25.00 feet and a Central Angle of 58°35'32"; thence run Northwesterly, along the

Arc of said curve, a distance of 25.57 feet (Chord Bearing = N60°39'31"W, Chord = 24.47 feet) to the Point of Reverse Curvature of a curve, concave to the Southwest, having a Radius of 46.00 feet and a Central Angle of 27°11'03"; thence run Northwesterly, along the Arc of said curve, a distance of 21.82 feet (Chord Bearing = N44°57'17"W, Chord = 21.62 feet) to the Point of Reverse Curvature of a curve, concave to the Northeast, having a Radius of 25.00 feet and a Central Angle of 58°35'32"; thence run Northwesterly, along the Arc of said curve, a distance of 25.57 feet (Chord Bearing = N29°15'03"W, Chord = 24.47 feet) to the Point of Tangency thereof; thence run N00°02'43"E, a distance of 107.64 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 100.00 feet and a Central Angle of 16°10'20"; thence run Northerly, along the Arc of said curve, a distance of 28.23 feet (Chord Bearing = N08°07'53"E, Chord = 28.13 feet); thence run N16°13'03"E, a distance of 23.64 feet to a Point on a non-tangent curve, concave to the West, having a Radius of 102.57 feet and a Central Angle of 15°47'37"; thence run Northerly, along the Arc of said curve, a distance of 28.27 feet (Chord Bearing = N08°15'07"E, Chord = 28.18 feet); thence run N00°00'00"E, a distance of 80.25 feet to a Point on a non-tangent curve, concave to the East, having a Radius of 39.50 feet and a Central Angle of 25°21'51"; thence run Northerly, along the Arc of said curve, a distance of 17.49 feet (Chord Bearing = N12°43'39"E, Chord = 17.34 feet) to the Point of Beginning.

TRACT 5

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 691.62 feet to the North line of said Lot 1; thence run S89°53'37"W along said North line, a distance of 57.40 feet; thence departing said North line, run N00°07'06"E, a distance of 133.79 feet to a point on the South Right of Way line of Martin Luther King Boulevard; thence run S89°57'44"E along said South Right of Way line, a distance of 954.85 feet to the Point of Beginning; thence continue S89°57'44"E, a distance of 18.27 feet to a Point on a non-tangent curve, concave to the East, having a Radius of 24.00 feet and a Central Angle of 42°07'37"; thence departing said South Right of Way line, run Southerly, along the Arc of said curve, a distance of 17.65 feet (Chord Bearing = S21°06'05"W, Chord = 17.25 feet); thence run S00°02'16"W, a distance of 13.40 feet to the Point of Curvature of a curve, concave to the West, having a Radius of 342.00 feet and a Central Angle of 12°47'09"; thence run Southerly, along the Arc of said curve, a distance of 76.32 feet (Chord Bearing = S06°25'51"W, Chord = 76.16 feet) to the Point of Compound Curvature of a curve, concave to the Northwest, having a Radius of 115.50 feet and a Central Angle of 22°04'31"; thence run Southwesterly, along the Arc of said curve, a distance of 44.50 feet (Chord Bearing = S23°51'41"W, Chord = 44.23 feet); thence run S34°53'57"W, a distance of 23.42 feet to a Point on a non-tangent curve, concave to the Southeast, having a Radius of 84.50 feet and a Central Angle of 14°52'23"; thence run Southwesterly, along the Arc of said curve, a distance of 21.93 feet (Chord Bearing = S27°27'44"W, Chord = 21.87 feet); thence run S20°01'32"W, a distance of 54.96 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 272.50 feet and a Central Angle of 09°37'22"; thence run Southerly, along the Arc of said curve, a distance of 45.77 feet (Chord Bearing = S15°12'51"W, Chord = 45.71 feet) to the Point of Compound Curvature of a curve, concave to the Northeast, having a Radius of 6.00 feet and a Central Angle of 83°50'38"; thence run Southeasterly, along the Arc of said curve, a distance of 8.78 feet (Chord Bearing = S31°31'09"E, Chord = 8.02 feet) to the Point of Reverse Curvature of a curve, concave to the Southwest, having a Radius of 24.00 feet and a Central Angle of 44°06'33"; thence run Southeasterly, along the Arc of said curve, a distance of 18.48 feet (Chord Bearing = S51°23'11"E, Chord = 18.02 feet) to the Point of Reverse Curvature of a curve, concave to the Northeast, having a

Radius of 6.00 feet and a Central Angle of 57°43'56"; thence run Southeasterly, along the Arc of said curve, a distance of 6.05 feet (Chord Bearing = S58°11'52"E, Chord = 5.79 feet) to the Point of Tangency thereof; thence run S86°54'56"E, a distance of 5.41 feet to a Point on a non-tangent curve, concave to the South, having a Radius of 1,044.10 feet and a Central Angle of 04°54'14"; thence run Easterly, along the Arc of said curve, a distance of 89.36 feet (Chord Bearing = S84°18'55"E, Chord = 89.33 feet) to the Point of Reverse Curvature of a curve, concave to the North, having a Radius of 955.90 feet and a Central Angle of 08°08'12"; thence run Easterly, along the Arc of said curve, a distance of 135.75 feet (Chord Bearing = S85°55'54"E, Chord = 135.64 feet) to the Point of Tangency thereof; thence run N90°00'00"E, a distance of 356.55 feet to a point on the West Right of Way line of Central Avenue; thence along said West Right of Way line the following two (2) courses and distances; thence run S24°02'36"W, a distance of 14.75 feet; thence run S02°11'36"W, a distance of 6.82 feet to a point on the North Right of Way line of Aultman Street, said point being a Point on a non-tangent curve, concave to the North, having a Radius of 51.22 feet and a Central Angle of 39°52'08"; thence along said North Right of Way line the following eleven (11) courses and distances; thence run Westerly, along the Arc of said curve, a distance of 35.64 feet (Chord Bearing = S69°53'31"W, Chord = 34.93 feet); thence run S89°49'35"W, a distance of 247.35 feet; thence run N89°16'46"W, a distance of 89.66 feet; thence run N87°56'32"W, a distance of 31.92 feet; thence run N86°23'58"W, a distance of 21.28 feet; thence run N85°09'55"W, a distance of 21.28 feet; thence run N84°14'22"W, a distance of 10.64 feet; thence run N83°19'49"W, a distance of 20.72 feet; thence run N82°33'44"W, a distance of 44.39 feet; thence run N84°53'56"W, a distance of 31.01 feet; thence run N84°48'22"W, a distance of 29.17 feet to a Point on a non-tangent curve, concave to the Northeast, having a Radius of 25.00 feet and a Central Angle of 46°45'58"; thence departing said North Right of Way line, run Northwesterly, along the Arc of said curve, a distance of 20.41 feet (Chord Bearing = N53°10'00"W, Chord = 19.84 feet) to the Point of Reverse Curvature of a curve, concave to the Southwest, having a Radius of 46.00 feet and a Central angle of 25°16'49"; thence run Northwesterly along the Arc of said curve, a distance of 20.30 feet (Chord Bearing = N42°25'25"W, Chord = 20.13 feet) to the Point of Reverse Curvature of a curve, concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 64°35'41"; thence run Northwesterly along the Arc of said curve, a distance of 28.18 feet (Chord Bearing = N22°46'00"W, Chord = 26.72 feet) to the Point of Compound Curvature of a curve, concave to the East, having a Radius of 288.00 feet and a Central Angle of 10°29'42"; thence run Northerly, along the Arc of said curve, a distance of 52.75 feet (Chord Bearing = N14°46'41"E, Chord = 52.68 feet); thence run N20°01'32"E, a distance of 54.96 feet to a Point on a non-tangent curve, concave to the Southeast, having a Radius of 100.00 feet and a Central Angle of 14°52'23"; thence run Northeasterly, along the Arc of said curve, a distance of 25.96 feet (Chord Bearing = N27°27'44"E, Chord = 25.89 feet); thence run N34°53'57"E, a distance of 23.42 feet to the Point of Curvature of a curve, concave to the Northwest, having a Radius of 100.00 feet and a Central Angle of 22°04'31"; thence run Northeasterly, along the Arc of said curve, a distance of 38.53 feet (Chord Bearing = N23°51'41"E, Chord = 38.29 feet) to the Point of Compound Curvature of a curve, concave to the West, having a Radius of 326.50 feet and a Central Angle of 12°47'09"; thence run Northerly, along the Arc of said curve, a distance of 72.86 feet (Chord Bearing = N06°25'51"E, Chord = 72.71 feet); thence run N00°02'16"E, a distance of 13.40 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 39.50 feet and a Central Angle of 24°03'06"; thence run Northerly, along the Arc of said curve, a distance of 16.58 feet (Chord Bearing = N12°03'49"E, Chord = 16.46 feet) to the Point of Beginning.

TRACT 11

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N89°58'24"E, along the North Right of Way line of Summer Street, a distance of 767.56 feet to the Point of Beginning; thence continue along said North Right of Way line the following two (2) courses and distances; thence run N89°58'24"E, a distance of 14.08 feet; thence run S85°26'30"E, a distance of 5.92 feet to a Point on a non-tangent curve, concave to the Northwest, having a Radius of 28.58 feet and a Central Angle of 32°09'39", said point being a point on the West Right of Way line of Beaumont Avenue; thence along said West Right of Way line the following eleven (11) courses and distances; thence run Northeasterly, along the Arc of said curve, a distance of 16.04 feet (Chord Bearing = N26°33'08"E, Chord = 15.83 feet); thence run N00°42'26"E, a distance of 67.08 feet to the Point of Curvature of a curve, concave to the Southwest, having a Radius of 25.00 feet and a Central Angle of 63°36'31"; thence run Northwesterly, along the Arc of said curve, a distance of 27.75 feet (Chord Bearing = N31°05'33"W, Chord = 26.35 feet); thence run N00°06'36"E, a distance of 29.91 feet to a Point on a non-tangent curve, concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 64°16'19"; thence run Northeasterly, along the Arc of said curve, a distance of 28.04 feet (Chord Bearing = N28°44'22"E, Chord = 26.60 feet) to a Point on a non-tangent curve, concave to the West, having a Radius of 945.23 feet and a Central Angle of 04°15'39"; thence run Northerly, along the Arc of said curve, a distance of 70.29 feet (Chord Bearing = N03°06'20"W, Chord = 70.28 feet) to the Point of Reverse Curvature of a curve, concave to the East, having a Radius of 1,041.50 feet and a Central Angle of 03°18'01"; thence run Northerly, along the Arc of said curve, a distance of 59.99 feet (Chord Bearing = N03°35'09"W, Chord = 59.99 feet) to the Point of Tangency thereof; thence run N01°56'08"W, a distance of 25.04 feet; thence run N00°02'07"W, a distance of 108.24 feet to a Point on a non-tangent curve, concave to the West, having a Radius of 25.00 feet and a Central Angle of 31°51'34"; thence run Northerly, along the Arc of said curve, a distance of 13.90 feet (Chord Bearing = N15°49'09"W, Chord = 13.72 feet); thence run N00°06'36"E, a distance of 4.19 feet to a Point on a non-tangent curve, concave to the Northeast, having a Radius of 46.00 feet and a Central Angle of 38°28'57"; thence departing said West Right of Way line, run Northwesterly, along the Arc of said curve, a distance of 30.90 feet (Chord Bearing = N50°36'14"W, Chord = 30.32 feet) to the Point of Reverse Curvature of a curve, concave to the Southwest, having a Radius of 25.00 feet and a Central Angle of 58°35'32"; thence run Northwesterly, along the Arc of said curve, a distance of 25.57 feet (Chord Bearing = N60°39'31"W, Chord = 24.47 feet) to the Point of Tangency thereof; thence run N89°57'17"W, a distance of 498.77 feet to the Point of Curvature of a curve, concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 58°35'32"; thence run Southwesterly, along the Arc of said curve, a distance of 25.57 feet (Chord Bearing = S60°44'57"W, Chord = 24.47 feet) to the Point of Reverse Curvature of a curve, concave to the Northwest, having a Radius of 46.00 feet and a Central Angle of 26°48'09"; thence run Southwesterly, along the Arc of said curve, a distance of 21.52 feet (Chord Bearing = S44°51'16"W, Chord = 21.32 feet); thence run S89°57'13"E, a distance of 542.40 feet to the Point of Curvature of a curve, concave to the South, having a Radius of 10.00 feet and a Central Angle of 39°40'59"; thence run Easterly, along the Arc of said curve, a distance of 6.93 feet (Chord Bearing = S70°06'42"E, Chord = 6.79 feet) to a Point on a non-tangent curve, concave to the Northeast, having a Radius of 166.74 feet and a Central Angle of 02°12'34"; thence run Southeasterly, along the Arc of said curve, a distance of 6.43 feet (Chord Bearing = S45°14'25"E, Chord = 6.43 feet) to a Point on a non-tangent curve, concave to the Southwest, having a Radius of 10.00 feet and a Central Angle of 47°22'18"; thence run Southeasterly, along the Arc of said curve, a distance of 8.27 feet (Chord Bearing = S23°34'31"E, Chord = 8.03 feet); thence run S00°06'38"W, a distance of 91.88 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 1,039.10 feet and a Central Angle of 03°53'02"; thence run Southerly, along the Arc of said curve, a distance of 70.44 feet (Chord Bearing = S01°49'53"E, Chord = 70.42 feet); thence run S03°46'24"E, a distance of 70.46 feet to the Point of Curvature of a curve, concave to the West, having a Radius of 960.90 feet and a Central Angle of 03°47'14"; thence run Southerly, along the Arc of said curve, a

distance of 63.51 feet (Chord Bearing = S01°52'47"E, Chord = 63.50 feet); thence run S00°09'27"W, a distance of 131.14 feet to the Point of Beginning.

TOGETHER WITH:

Those certain easements for construction, drainage and access as set forth in a certain Construction, Drainage and Access Easement Agreement recorded concurrently herewith in Official Records of Osceola County, Florida, including but not limited to drainage easements over the following Drainage Easements 1 through and including 9.

DRAINAGE EASEMENT 1

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 523.80 feet to a point on a non-tangent curve, concave to the North, having a Radius of 947.90 feet and a Central Angle of 02°20'51"; thence departing said East line, run Northeasterly along the Arc of said curve, a distance of 38.84 feet (Chord Bearing = N84°57'07"E, Chord = 38.84 feet) to the Point of Reverse Curvature of a curve, concave to the South, having a Radius of 1052.10 feet and a Central Angle of 02°27'21"; thence run Northeasterly along the Arc of said curve, a distance of 45.10 feet (Chord Bearing = N85°00'22"E, Chord = 45.09 feet) to a point on a non-tangent curve, concave to the Southeast, having a Radius of 60.96 feet and a Central Angle of 25°47'30"; thence run Northeasterly along the Arc of said curve, a distance of 27.44 feet (Chord Bearing = N19°35'35"E, Chord = 27.21 feet) to the Point of Beginning; thence run N47°52'51"W, a distance of 17.99 feet; thence run N42°07'09"E, a distance of 32.00 feet; thence run S47°52'51"E, a distance of 21.16 feet to a Point on a non-tangent curve, concave to the Southeast, having a Radius of 60.96 feet and a Central Angle of 30°35'12"; thence run Southwesterly, along the Arc of said curve, a distance of 32.54 feet (Chord Bearing = S47°46'56"W, Chord = 32.16 feet) to the Point of Beginning.

DRAINAGE EASEMENT 2

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 523.80 feet to a point on a non-tangent curve, concave to the North, having a Radius of 947.90 feet and a Central Angle of 02°20'51"; thence departing said East line, run Northeasterly along the Arc of said curve, a distance of 38.84 feet (Chord Bearing = N84°57'07"E, Chord = 38.84 feet) to the Point of Reverse Curvature of a curve, concave to the South, having a Radius of 1052.10 feet and a Central Angle of 02°27'21"; thence run Northeasterly along the Arc of said curve, a distance of 45.10 feet (Chord Bearing = N85°00'22"E, Chord = 45.09 feet) to a point on a non-tangent curve, concave to the Southeast, having a Radius of 60.96 feet and a Central Angle of 82°21'51"; thence run Northeasterly along the Arc of said curve, a distance of 87.63 feet (Chord Bearing = N47°52'45"E, Chord = 80.28 feet); thence run S87°43'55"E, a distance of 6.82 feet; thence run N00°02'43"E, a distance of 64.84 feet; thence run N05°46'27"W, a distance of 7.44 feet to the Point of Beginning; thence run

S74°17'48"W, a distance of 53.51 feet; thence run N15°42'12"W, a distance of 25.00 feet; thence run N74°17'48"E, a distance of 55.21 feet; thence run S15°37'39"E, a distance of 15.45 feet; thence run S05°46'27"E, a distance of 9.69 feet to the Point of Beginning.

DRAINAGE EASEMENT 3

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 691.62 feet to a point on the North line of said Lot 1; thence run S89°53'37"W along said North line, a distance of 37.40 feet to the Point of Beginning; thence continue S89°53'37"W, a distance of 20.00 feet; thence departing said North line, run N00°07'06"E, a distance of 133.79 feet to a point on the South Right of Way line of Martin Luther King Boulevard; thence run S89°57'44"E along said South Right of Way line, a distance of 188.58 feet; thence departing Said South Right of Way line, run S16°30'21"E, a distance of 13.67 feet; thence run S00°02'43"W, a distance of 6.89 feet; thence run N89°57'44"W, a distance of 88.82 feet; thence run S00°00'00"E, a distance of 6.33 feet; thence run N90°00'00"W, a distance of 20.00 feet; thence run N00°00'00"E, a distance of 6.35 feet; thence run N89°57'44"W, a distance of 63.68 feet; thence run S00°07'06"W, a distance of 113.74 feet to the Point of Beginning.

DRAINAGE EASEMENT 4

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 691.62 feet to a point on the North line of said Lot 1; thence run S89°53'37"W along said North line, a distance of 57.40 feet; thence departing said North line, run N00°07'06"E, a distance of 133.79 feet to a point on the South Right of Way line of Martin Luther King Boulevard; thence run S89°57'44"E along said South Right of Way line, a distance of 283.46 feet to the Point of Beginning; thence continue S89°57'44"E along said South Right of Way line, a distance of 593.12 feet to a Point on a non-tangent curve, concave to the West, having a Radius of 24.00 feet and a Central Angle of 42°37'15"; thence departing said South Right of Way line, run Southerly, along the Arc of said curve, a distance of 17.85 feet (Chord Bearing = S21°16'22"E, Chord = 17.44 feet); thence run S00°02'16"W, a distance of 3.75 feet; thence run N89°57'44"W, a distance of 266.05 feet; thence run S00°29'39"E, a distance of 25.81 feet; thence run N90°00'00"W, a distance of 20.00 feet; thence run N00°29'39"W, a distance of 25.82 feet; thence run N89°57'44"W, a distance of 320.40 feet; thence run N00°00'00"E, a distance of 3.08 feet to a Point on a non-tangent curve, concave to the East, having a Radius of 24.00 feet and a Central Angle of 44°50'24"; thence run Northerly, along the Arc of said curve, a distance of 18.78 feet (Chord Bearing = N22°27'55"E, Chord = 18.31 feet) to the Point of Beginning.

DRAINAGE EASEMENT 5

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

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DRAINAGE EASEMENT 6

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

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DRAINAGE EASEMENT 7

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

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DRAINAGE EASEMENT 8

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

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S00°02'21"W, a distance of 20.00 feet; thence run N90°00'00"W, a distance of 54.39 feet; thence run N00°00'00"E, a distance of 20.00 feet; thence run N90°00'00"E, a distance of 54.41 feet to the Point of Beginning.

DRAINAGE EASEMENT 9

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

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And together with Easements as set forth and created by that certain Temporary Construction and Access Easement in favor of Skyview Kissimmee Developer LLC, a Delaware limited liability company recorded July 21, 2022, in Official Records Book 6255, Page 1247, Public Records of Osceola County, Florida.

ITEM 7.G

Approval of the Agreement to Cooperate between the City of Kissimmee and Skyview.

Request

Approval of the Agreement to Cooperate between the City of Kissimmee and Skyview.

Explanation

In order for Skyview to close on the loan that will enable the purchase and development of Phase 1 of the Beaumont Redevelopment Site, The Allen at Beaumont, an Agreement to Cooperate is necessary to facilitate the process.

The Agreement to Cooperate allows the City (as the property owner) and Skyview to take affirmative or defensive action in the event that the century-old Right of Reverter is exercised on the three strips of property on the Phase 1 parcel. The likelihood of such an occurrence is de minimis given that this property has been previously conveyed and no heir who may have been vested with the entitlement to invoke the Right has done so.

Approval of this document is likely to have little to no impact on the City but will help ensure the purchase of Phase 1 of the Beaumont Redevelopment Site and development of the same to Skyview and its assignee.

Recommendation

Approval of the Agreement to Cooperate between the City of Kissimmee and Skyview.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. (S) Doc#_50546557_v_1_Agreement to Cooperate

AGREEMENT TO COOPERATE
(Among Parties with Shared Interests)

This Agreement to Cooperate ("**Agreement**") is entered into as of the Effective Date (defined below) among the **CITY OF KISSIMMEE**, a Florida municipal corporation, ("**City**") located at 101 Church Street, Kissimmee, Florida 34741, ATTN. Kalanit Oded, Esq., email: KALANIT.ODED@kissimmee.gov, **SKYVIEW KISSIMMEE DEVELOPER LLC**, a Delaware limited liability company, ("**SkyView Developer**") located at 366 N. Beaumont Avenue, Kissimmee, Florida 34741, ATTN. Steven Liberty, email: sliberty@skyviewcompanies.com, and **GB SKYVIEW KISSIMMEE PHASE I OWNER LLC**, a Delaware limited liability company, ("**SkyView Owner**") located at 366 N. Beaumont Avenue, Kissimmee, Florida 34741, ATTN. Steven Liberty, email: sliberty@skyviewcompanies.com.

References below to the "Parties" refer to all of City, SkyView Developer, and SkyView Owner; and references below to a "Party" refer to any of City, SkyView Developer, and SkyView Owner. Capitalized terms used in this Agreement (other than capitalizations for grammatical reasons) shall have the meanings that appear where the terms are first set forth in quotation marks.

BACKGROUND

- A. City, SkyView Developer, and Downtown Kissimmee Community Redevelopment Agency, a special district created pursuant to Part III, Chapter 163, Florida Statutes, ("**CRA**") entered into a certain Master Development Agreement dated December 21, 2021, which they later amended by a certain First Amendment to Master Development Agreement recorded October 24, 2022 in Official Records Book 6304, beginning at Page 2492, of the Public Records of Osceola County, Florida (collectively, the "**MDA**", which term shall include all future, amendments, revisions, restatements, supplements, and other additions and modifications of the original document).
- B. The MDA grants to SkyView Developer an option to purchase in phases the Beaumont Development Parcel (defined in the MDA), which option SkyView Developer has exercised for the purchase of the real property described in Exhibit "A" attached hereto and incorporated herein ("**Phase I**").
- C. On or about the Effective Date, following SkyView Developer's exercising its option to purchase Phase I, City and SkyView Developer entered into a certain Purchase Agreement for the sale and purchase of Phase I as required by the MDA (the "**Purchase Agreement**"). Also on or about the Effective Date, with City's consent, SkyView Developer assigned its rights and obligations under the Purchase Agreement to SkyView Owner.
- D. The title to three strips of land contained in Phase I (the "**Reversion Strips**") is subject to the following reservation language (the "**Right of Reverter**") contained in deeds conveying the Reversion Strips to Board of Public Instruction of Osceola County, recorded March 31, 1939, in Deed Book 100, Page 493, and Deed Book 100, Page 494, (the "**Reversion Deeds**") both of the Public Records of Osceola County, Florida:

Should the property conveyed herein ever be used for any purpose other than school use or as an athletic field in connection with the public schools of Osceola County, title herein shall revert to the grantor, his heirs, or assigns.

- E. The Reversion Strips are described in Exhibit "B" attached hereto and incorporated herein by reference.
- F. The Parties believe the Right of Reverter has been extinguished and is no longer effective, among other reasons, because of subsequent conveyances and uses of the Reversion Strips. They have determined, therefore, to cooperate in taking such actions, including without implied limitation to prosecute legal proceedings, as might be advisable for establishing to the satisfaction of the SkyView Owner and of Fidelity National Title Insurance Company, or another title insurance company authorized to do business in the State of Florida, as the Parties may mutually agree for the purpose of extinguishing the Right of Reverter from all of the Reversion Strips.
- G. The Parties have determined to proceed with the closing of the sale and purchase of Phase I notwithstanding that the Reversion Strips are subject to the Right of Reverter. They intend, therefore, that this Agreement will bind them to cooperate in good-faith to extinguish the Right of Reverter, following the closing on Phase I.
- H. City has determined the small size and narrow configuration of the Reversion Strips would render improvement and use of the Reversion Strips difficult under land use, zoning, and other laws, ordinances, codes, and regulations applicable to the Reversion Strips. Specifically, subject to the T5-M development standards, passive recreation, public and multi-family uses are permitted on the Reversion Strips. Those uses in conjunction with all necessary site improvements required by the City's Land Development Code including parking, stormwater, access and landscaping render each of the Reversion Strips independently undevelopable and commercially unmarketable.
- I. City has given final site plan approval for the development of Phase I, including non-intensive development on the Reversion Strips. Further, although City has not given final approval of construction plans for the development and construction of Phase I, City has determined the improvements proposed on the construction plans that City is currently reviewing comply with City zoning requirements, including requirements relating to lot size, setbacks, height restrictions, parking requirements, ingress and egress points, impervious area, and green/landscaping and conservation areas. City has determined those improvements proposed on the existing construction plans comply with such zoning requirements even if the Reversion Strips are removed from Phase I. If the Reversion Strips are removed from Phase I after completion of construction of the planned improvements, the remainder of Phase I as improved will not constitute a nonconforming use or will otherwise be in violation of City zoning and land use requirements.

NOW, THEREFORE, in consideration of the foregoing explanation, of the MDA, of the sale and purchase of Phase I, and of other sufficient consideration, the Parties agree as follows:

1. **Recitals.** The recitals contained in the foregoing Background statement are true and correct, are incorporated herein by reference, and form a material part of this Agreement.
2. **Agreement to Cooperate.** The Parties agree to cooperate with and assist each other in accordance with this Agreement to take such actions, including without implied limitation to prosecute or defend legal proceedings, for the purpose of establishing to the satisfaction of the SkyView Owner and of Fidelity National Title Insurance Company, or another title insurance company authorized to do business in the State of Florida, as the Parties may

mutually agree for the purpose of extinguishing the Right of Reverter from all of the Reversion Strips.

- a. Without limiting the foregoing covenant of cooperation, SkyView Developer and SkyView Owner shall have the right in their discretion to initiate by legal counsel selected by SkyView Owner and SkyView Developer a quiet title, declaratory, or other appropriate action seeking judicial declaration that the Right of Reverter is extinguished and no longer affects the Reversion Strips. If SkyView Developer and SkyView Owner so requests, City shall be a named party in any such action, and shall actively participate in formulating strategies, preparing pleadings, appearing at hearings, gathering evidence, and otherwise contributing to and participating in such proceedings.
 - b. At the election of SkyView Owner, if SkyView Owner determines a reconveyance of the Reversion Strips will be advantageous for extinguishing the Right of Reverter, City shall accept a reconveyance of same. Notwithstanding any such reconveyance, City shall not be deemed to assume or otherwise become obligated for performance of any mortgage, agreement, or other obligations imposed by SkyView Owner its assigns or successors on the Reversion Strips or on the owner thereof.
 - c. The Parties will jointly undertake locating the heirs of the grantors of the Reversion Deeds if necessary in connection with their actions under this Agreement.
3. **Costs and Expenses.** As the Parties collaborate on the actions they will take under this Agreement, they will also allocate among them in writing the costs and expenses of each such action. Except as the Parties agree otherwise, any action taken by a Party pursuant to this Agreement, is taken at the expense of the actor.
4. **Unilateral Action.** This Agreement is not intended to, and shall not operate to, preclude any Party from taking unilateral actions for extinguishing the Right of Reverter, without the consent or participation of any other Party. Any Party may unilaterally take any such action, even if another Party has expressly elected not to cooperate or participate therein. Notwithstanding the foregoing, no Party acting unilaterally shall have the right to obligate or subject to expense or liability another Party.
5. **Equitable Remedies.** In addition to such other remedies as might legally be available, the Parties may enforce this Agreement in equity, including by injunction, specific performance, or other equitable remedy.
6. **Park.** Preliminary plans for Phase I contemplate the City's ownership and SkyView Owner's maintenance of a public park on Tract 10 (depicted on the plan attached as Exhibit "C" and incorporated herein by reference) ("**Tract 10**"). SkyView Developer has the right pursuant to the MDA to acquire Tract 10, which right shall remain in effect after recording of the Phase I plat. The Phase I plat will contain language acknowledging SkyView Developer's right to acquire Tract 10 pursuant to the MDA. SkyView Developer will exercise that right to acquire Tract 1, and City will be required to convey Tract 10, only in the event SkyView Owner is divested of title to any of the Reversion Strips.
 - a. If the Parties successfully extinguish the Right of Reverter, then SkyView Developer will relinquish its right to acquire Tract 10.

- b. If SkyView Owner is divested of ownership of any Reversion Strip, then at SkyView Developer's request and for no additional consideration (beyond what SkyView Owner has paid for Phase I), City will convey Tract 10 to SkyView Owner or to SkyView Owner's designee in accordance with the MDA. Further, if City conveys Tract 10 to SkyView Owner or its designee, then SkyView Owner or its designee, as applicable, shall have the right after obtaining applicable permits to improve and operate Tract 10 as a private dog park for use by residents of Phase I.
7. **Counterparts.** This Agreement may be executed in multiple counterparts. The signature of any Party to a counterpart shall be deemed to be the signature to, and may be appended to, any other counterpart. A Party shall be bound by this Agreement by executing a counterpart hereof, then transmitting the executed counterpart to the other Parties via email in .pdf or similar format. Electronic (*e.g.*, pdf or DocuSign) signatures shall be effective for binding Seller and Buyer to this Agreement.
8. **Waiver.** No waiver of any provision hereof shall be effective unless executed in writing by the Party claimed to have made the waiver. No waiver of a provision hereof shall constitute a continuing waiver. A Party's forbearance to enforce any available rights or to exercise any available remedy, or to insist upon strict compliance herewith, shall not be deemed a waiver or forfeiture of such rights, remedies or strict compliance. A Party's acceptance of any late or inadequate performance, shall not constitute a waiver or forfeiture of that Party's right to treat such performance as an event of default or to require timely and adequate performance in the future. Any Party may at any time insist on strict compliance with the terms, obligations, covenants, conditions, and requirements of this Agreement, notwithstanding any custom, practice, or course of dealing between or among the Parties to the contrary.
9. **Notice.** All notices, elections and other communications permitted or required in this Agreement ("**Notice**") will be in writing, signed by the Party making the Notice, and will be: (i) delivered personally, or (ii) sent by reputable overnight delivery service or by registered or certified mail, return receipt requested, or (iii) transmitted by facsimile or email (with a copy via one of the other aforesaid means) to another Party at the addresses provided above in this Agreement. Notices delivered by or to the attorney for a Party through one of the methods listed above will be deemed given by or to, as the case may be, the applicable Party. The Parties initially designate the following addresses for Notices under this Agreement:
10. **Persons Bound.** If a Party consists of more than one person or entity, all such persons and entities will be jointly and severally liable under this Agreement. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors-in-interest. This Agreement is for the benefit only of the Parties and their assigns and successors-in-interest. No other person shall be entitled to rely hereon, receive any benefit herefrom or, enforce any provision of this Agreement against any Party.
11. **Entire Agreement.** This Agreement embodies the entire understanding of the Parties, and all negotiations, representations, warranties, and agreements made between the Parties are merged herein. The making, execution and delivery of this Agreement by the Parties have been induced by no representations, statements, warranties or agreements that are not expressed herein. There are no further or other agreements or understandings, written or oral, in effect among the Parties relating to the subject matter hereof. This Agreement may not be amended or modified except by written agreement of all Parties.

12. **Mandatory & Permissive Words.** For purposes of this Agreement, "will" or "shall" is a mandatory word denoting an obligation to pay or perform. "May" is a permissive word denoting an option, right, or choice, but not an obligation.
13. **Fair and Usual Meaning.** The language used in this Agreement will be construed according to the fair and usual meaning of the language, and will not be strictly construed for or against any Party.
14. **Further Assurances.** Each Party will, without consideration, sign, acknowledge, and deliver any other documents and take any other action necessary or appropriate and reasonably requested by another Party to carry out the intent and purpose of this Agreement.
15. **Exhibits.** The following Exhibits are attached to this Agreement and are incorporated herein by reference:
- | | |
|------------------------|--------------------------------------|
| a. <u>Exhibit "A":</u> | Description of Phase I; |
| b. <u>Exhibit "B":</u> | Description of Reversion Strips; and |
| c. <u>Exhibit "C":</u> | Plan Depicting Tract 10. |

[The remainder of this page is blank. The Parties have signed on the next page.]

[Signature page of Agreement to Cooperate]

IN WITNESS OF THEIR AGREEMENT, the Parties hereby sign this Agreement.

CITY OF KISSIMMEE

By: _____
Mayor/Mayor Protem

Print name: _____

Approved as to form and legality for the use and
reliance of the City of Kissimmee, Florida, only

By: _____
City Attorney

[Signature page of Agreement to Cooperate]

**GB SKYVIEW KISSIMMEE PHASE I OWNER
LLC**

By: 

Print name: Dana, Michael

As its: Authorized Signatory

SKYVIEW KISSIMMEE DEVELOPER LLC

By: 

Print name: Stephen Liberty

As its: Authorized Signatory

EXHIBIT "A"
Description of Phase I

LEGAL DESCRIPTION

LOT 1

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, and Lots 15, 16 and 23, Block N, RESUBDIVISION OF BLOCKS I, J, K, N, O and P, MATHEWS ADDITION TO KISSIMMEE CITY, according to the plat thereof, as recorded in Plat Book 1, Page 68 of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Begin at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 395.19 feet; thence departing said East line, run S89°53'35"E, a distance of 165.45 feet; thence run N00°04'07"E, a distance of 25.90 feet; thence run S89°38'38"E, a distance of 24.00 feet to a Point on a non-tangent curve, concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 58°41'52"; thence run Northeasterly, along the Arc of said curve, a distance of 25.61 feet (Chord Bearing = N29°22'45"E, Chord = 24.51 feet) to the point Reverse Curvature of a curve, concave to the Northwest, having a Radius of 46.00 feet and a Central Angle of 00°28'20"; thence run Northeasterly along the Arc of said curve, a distance of 0.38 feet (Chord Bearing = N58°29'31"E, Chord = 0.38 feet) to a point; thence run S89°57'13"E, a distance of 542.40 feet to the Point of Curvature of a curve, concave to the South, having a Radius of 10.00 feet and a Central Angle of 39°40'59"; thence run Easterly, along the Arc of said curve, a distance of 6.93 feet (Chord Bearing = S70°06'42"E, Chord = 6.79 feet) to a Point on a non-tangent curve, concave to the Northeast, having a Radius of 166.74 feet and a Central Angle of 02°12'34"; thence run Southeasterly, along the Arc of said curve, a distance of 6.43 feet (Chord Bearing = S45°14'25"E, Chord = 6.43 feet) to a Point on a non-tangent curve, concave to the Southwest, having a Radius of 10.00 feet and a Central Angle of 47°22'18"; thence run Southeasterly, along the Arc of said curve, a distance of 8.27 feet (Chord Bearing = S23°34'31"E, Chord = 8.03 feet) to a point; thence run S00°06'38"W, a distance of 91.88 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 1,039.10 feet and a Central Angle of 03°53'02"; thence run Southerly, along the Arc of said curve, a distance of 70.44 feet (Chord Bearing = S01°49'53"E, Chord = 70.42 feet) to the Point of Tangency thereof; thence run S03°46'24"E, a distance of 70.46 feet to the Point of Curvature of a curve, concave to the West, having a Radius of 960.90 feet and a Central Angle of 03°47'14"; thence run Southerly, along the Arc of said curve, a distance of 63.51 feet (Chord Bearing = S01°52'47"E, Chord = 63.50 feet) to the Point of Tangency thereof; thence run S00°09'27"W, a distance of 131.14 feet to a point on the North Right of Way line of Summer Street; thence run S89°58'24"W along said North Right of Way line, a distance of 767.56 feet to the Point of Beginning.

TRACT 3

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 483.61 feet to the Point of Beginning; thence continue

N00°06'25"E along said East line, a distance of 40.19 feet to a Point on a non-tangent curve, concave to the North, having a Radius of 947.90 feet and a Central Angle of 02°20'51"; thence departing said East line, run Easterly, along the Arc of said curve, a distance of 38.84 feet (Chord Bearing = N84°57'07"E, Chord = 38.84 feet) to the Point of Reverse Curvature of a curve, concave to the South, having a Radius of 1,052.10 feet and a Central Angle of 02°27'21"; thence run Easterly, along the Arc of said curve, a distance of 45.10 feet (Chord Bearing = N85°00'22"E, Chord = 45.09 feet) to a Point on a non-tangent curve, concave to the Southeast, having a Radius of 60.96 feet and a Central Angle of 82°21'51"; thence run Northeasterly, along the Arc of said curve, a distance of 87.63 feet (Chord Bearing = N47°52'45"E, Chord = 80.28 feet); thence run S87°43'55"E, a distance of 6.82 feet; thence run N00°02'43"E, a distance of 64.84 feet; thence run N05°46'27"W, a distance of 17.14 feet; thence run N15°37'39"W, a distance of 30.32 feet; thence run N08°02'27"W, a distance of 32.49 feet; thence run N00°02'43"E, a distance of 84.09 feet; thence run N16°30'21"W, a distance of 13.67 feet to a point on the South Right of Way line of Martin Luther King Boulevard; thence run S89°57'44"E along said South Right of Way line, a distance of 16.17 feet; thence departing said South Right of Way line, run S16°30'21"E, a distance of 11.32 feet; thence run S00°02'43"W, a distance of 85.24 feet; thence run S08°02'27"E, a distance of 30.37 feet; thence run S15°37'39"E, a distance of 30.63 feet; thence run S05°46'27"E, a distance of 19.26 feet; thence run S00°02'43"W, a distance of 108.42 feet to the Point of Curvature of a curve, concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 58°35'32"; thence run Southwesterly, along the Arc of said curve, a distance of 25.57 feet (Chord Bearing = S29°20'29"W, Chord = 24.47 feet) to the Point of Reverse Curvature of a curve, concave to the Southeast, having a Radius of 46.00 feet and a Central Angle of 27°48'37"; thence run Southwesterly, along the Arc of said curve, a distance of 22.33 feet (Chord Bearing = S44°43'56"W, Chord = 22.11 feet) to the Point of Reverse Curvature of a curve, concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 57°10'02"; thence run Southwesterly, along the Arc of said curve, a distance of 24.94 feet (Chord Bearing = S59°24'39"W, Chord = 23.92 feet) to the Point of Reverse Curvature of a curve, concave to the South, having a Radius of 1,012.00 feet and a Central Angle of 04°12'59"; thence run Westerly, along the Arc of said curve, a distance of 74.47 feet (Chord Bearing = S85°53'11"W, Chord = 74.45 feet) to a Point on a non-tangent curve, concave to the North, having a Radius of 1,004.08 feet and a Central Angle of 02°28'09"; thence run Westerly, along the Arc of said curve, a distance of 43.27 feet (Chord Bearing = S85°02'17"W, Chord = 43.27 feet) to the Point of Beginning.

TRACT 4

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 691.62 feet to the North line of said Lot 1; thence run S89°53'37"W along said North line, a distance of 57.40 feet; thence departing said North line, run N00°07'06"E, a distance of 133.79 feet to a point on the South Right of Way line of Martin Luther King Boulevard; thence run S89°57'44"E along said South Right of Way line, a distance of 264.78 feet to the Point of Beginning; thence continue S89°57'44"E along said South Right of Way line, a distance of 18.67 feet to a Point on a non-tangent curve, concave to the East, having a Radius of 24.00 feet and a Central Angle of 44°50'24"; thence departing

said South Right of Way line, run Southerly, along the Arc of said curve, a distance of 18.78 feet (Chord Bearing = S22°27'55"W, Chord = 18.31 feet); thence run S00°00'00"E, a distance of 80.28 feet to a Point on a non-tangent curve, concave to the West, having a Radius of 118.07 feet and a Central Angle of 15°49'21"; thence run Southerly, along the Arc of said curve, a distance of 32.61 feet (Chord Bearing = S08°14'32"W, Chord = 32.50 feet); thence run S16°13'03"W, a distance of 23.65 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 84.50 feet and a Central Angle of 16°10'20"; thence run Southerly, along the Arc of said curve, a distance of 23.85 feet (Chord Bearing = S08°07'53"W, Chord = 23.77 feet); thence run S00°02'43"W, a distance of 64.84 feet to a Point on a non-tangent curve, concave to the Southwest, having a Radius of 60.96 feet and a Central Angle of 94°07'41"; thence run Southeasterly, along the Arc of said curve, a distance of 100.15 feet (Chord Bearing = S48°19'24"E, Chord = 89.26 feet); thence run S89°57'17"E, a distance of 468.02 feet to the Point of Curvature of a curve, concave to the Northwest, having a Radius of 12.00 feet and a Central Angle of 45°49'18"; thence run Northeasterly, along the Arc of said curve, a distance of 9.60 feet (Chord Bearing = N67°08'04"E, Chord = 9.34 feet) to the Point of Reverse Curvature of a curve, concave to the Southeast, having a Radius of 68.50 feet and a Central Angle of 22°47'58"; thence run Northeasterly, along the Arc of said curve, a distance of 27.26 feet (Chord Bearing = N55°37'24"E, Chord = 27.08 feet) to the Point of Reverse Curvature of a curve, concave to the Northwest, having a Radius of 6.00 feet and a Central Angle of 57°43'01"; thence run Northeasterly, along the Arc of said curve, a distance of 6.04 feet (Chord Bearing = N38°09'53"E, Chord = 5.79 feet) to the Point of Reverse Curvature of a curve, concave to the East, having a Radius of 327.50 feet and a Central Angle of 10°43'10"; thence run Northerly, along the Arc of said curve, a distance of 61.27 feet (Chord Bearing = N14°39'57"E, Chord = 61.18 feet) to the Point of Tangency thereof; ; thence run N20°01'32"E, a distance of 53.08 feet to the Point of Curvature of a curve, concave to the West, having a Radius of 84.50 feet and a Central Angle of 18°31'39"; thence run Northerly, along the Arc of said curve, a distance of 27.32 feet (Chord Bearing = N10°45'43"E, Chord = 27.21 feet); thence run N02°09'47"E, a distance of 23.22 feet; thence run N09°45'14"E, a distance of 23.31 feet to a Point on a non-tangent curve, concave to the West, having a Radius of 258.00 feet and a Central Angle of 14°33'14"; thence run Northerly, along the Arc of said curve, a distance of 65.53 feet (Chord Bearing = N07°18'53"E, Chord = 65.36 feet); thence run N00°02'16"E, a distance of 13.25 feet to the Point of Curvature of a curve, concave to the West, having a Radius of 24.00 feet and a Central Angle of 42°37'15"; thence run Northerly, along the Arc of said curve, a distance of 17.85 feet (Chord Bearing = N21°16'22"W, Chord = 17.44 feet) to a point on the aforesaid South Right of Way line of Martin Luther King Boulevard; thence run S89°57'44"E along said south Right of Way line, a distance of 18.34 feet to a Point on a non-tangent curve, concave to the West, having a Radius of 39.50 feet and a Central Angle of 24°17'41"; thence departing said South Right of Way line, run Southerly, along the Arc of said curve, a distance of 16.75 feet (Chord Bearing = S12°06'34"E, Chord = 16.62 feet); thence run S00°02'16"W, a distance of 13.25 feet to the Point of Curvature of a curve, concave to the West, having a Radius of 273.50 feet and a Central Angle of 14°24'53"; thence run Southerly, along the Arc of said curve, a distance of 68.81 feet (Chord Bearing = S07°14'42"W, Chord = 68.63 feet); thence run S09°45'14"W, a distance of 21.64 feet; thence run S02°09'47"W, a distance of 22.11 feet to a Point on a non-tangent curve, concave to the West, having a Radius of 100.00 feet and a Central Angle of 18°28'26"; thence run Southerly, along the Arc of said curve, a distance of 32.24 feet (Chord Bearing = S10°47'19"W, Chord = 32.10 feet); thence run S20°01'32"W, a distance of 53.08 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 312.00 feet and a Central Angle of 11°51'05"; thence run Southerly, along the Arc of said curve, a distance of 64.54 feet (Chord Bearing =

S14°06'00"W, Chord = 64.42 feet) to the Point of Reverse Curvature of a curve, concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 53°37'45"; thence run Southwesterly, along the Arc of said curve, a distance of 23.40 feet (Chord Bearing = S34°59'20"W, Chord = 22.56 feet) to the Point of Reverse Curvature of a curve, concave to the Southeast, having a Radius of 46.00 feet and a Central Angle of 30°21'01"; thence run Southwesterly, along the Arc of said curve, a distance of 24.37 feet (Chord Bearing = S46°37'42"W, Chord = 24.08 feet) to the Point of Reverse Curvature of a curve, concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 58°35'32"; thence run Southwesterly, along the Arc of said curve, a distance of 25.57 feet (Chord Bearing = S60°44'57"W, Chord = 24.47 feet) to the Point of Tangency thereof; thence run N89°57'17"W, a distance of 498.77 feet to the Point of Curvature of a curve, concave to the Northeast, having a Radius of 25.00 feet and a Central Angle of 58°35'32"; thence run Northwesterly, along the Arc of said curve, a distance of 25.57 feet (Chord Bearing = N60°39'31"W, Chord = 24.47 feet) to the Point of Reverse Curvature of a curve, concave to the Southwest, having a Radius of 46.00 feet and a Central Angle of 27°11'03"; thence run Northwesterly, along the Arc of said curve, a distance of 21.82 feet (Chord Bearing = N44°57'17"W, Chord = 21.62 feet) to the Point of Reverse Curvature of a curve, concave to the Northeast, having a Radius of 25.00 feet and a Central Angle of 58°35'32"; thence run Northwesterly, along the Arc of said curve, a distance of 25.57 feet (Chord Bearing = N29°15'03"W, Chord = 24.47 feet) to the Point of Tangency thereof; thence run N00°02'43"E, a distance of 107.64 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 100.00 feet and a Central Angle of 16°10'20"; thence run Northerly, along the Arc of said curve, a distance of 28.23 feet (Chord Bearing = N08°07'53"E, Chord = 28.13 feet); thence run N16°13'03"E, a distance of 23.64 feet to a Point on a non-tangent curve, concave to the West, having a Radius of 102.57 feet and a Central Angle of 15°47'37"; thence run Northerly, along the Arc of said curve, a distance of 28.27 feet (Chord Bearing = N08°15'07"E, Chord = 28.18 feet); thence run N00°00'00"E, a distance of 80.25 feet to a Point on a non-tangent curve, concave to the East, having a Radius of 39.50 feet and a Central Angle of 25°21'51"; thence run Northerly, along the Arc of said curve, a distance of 17.49 feet (Chord Bearing = N12°43'39"E, Chord = 17.34 feet) to the Point of Beginning.

TRACT 5

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 691.62 feet to the North line of said Lot 1; thence run S89°53'37"W along said North line, a distance of 57.40 feet; thence departing said North line, run N00°07'06"E, a distance of 133.79 feet to a point on the South Right of Way line of Martin Luther King Boulevard; thence run S89°57'44"E along said South Right of Way line, a distance of 954.85 feet to the Point of Beginning; thence continue S89°57'44"E, a distance of 18.27 feet to a Point on a non-tangent curve, concave to the East, having a Radius of 24.00 feet and a Central Angle of 42°07'37"; thence departing said South Right of Way line, run Southerly, along the Arc of said curve, a distance of 17.65 feet (Chord Bearing = S21°06'05"W, Chord = 17.25 feet); thence run S00°02'16"W, a distance of 13.40 feet to the Point of Curvature of a curve, concave to the West, having a Radius of 342.00 feet and a Central Angle of 12°47'09"; thence run Southerly, along the Arc of said curve, a distance of

76.32 feet (Chord Bearing = S06°25'51"W, Chord = 76.16 feet) to the Point of Compound Curvature of a curve, concave to the Northwest, having a Radius of 115.50 feet and a Central Angle of 22°04'31"; thence run Southwesterly, along the Arc of said curve, a distance of 44.50 feet (Chord Bearing = S23°51'41"W, Chord = 44.23 feet); thence run S34°53'57"W, a distance of 23.42 feet to a Point on a non-tangent curve, concave to the Southeast, having a Radius of 84.50 feet and a Central Angle of 14°52'23"; thence run Southwesterly, along the Arc of said curve, a distance of 21.93 feet (Chord Bearing = S27°27'44"W, Chord = 21.87 feet); thence run S20°01'32"W, a distance of 54.96 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 272.50 feet and a Central Angle of 09°37'22"; thence run Southerly, along the Arc of said curve, a distance of 45.77 feet (Chord Bearing = S15°12'51"W, Chord = 45.71 feet) to the Point of Compound Curvature of a curve, concave to the Northeast, having a Radius of 6.00 feet and a Central Angle of 83°50'38"; thence run Southeasterly, along the Arc of said curve, a distance of 8.78 feet (Chord Bearing = S31°31'09"E, Chord = 8.02 feet) to the Point of Reverse Curvature of a curve, concave to the Southwest, having a Radius of 24.00 feet and a Central Angle of 44°06'33"; thence run Southeasterly, along the Arc of said curve, a distance of 18.48 feet (Chord Bearing = S51°23'11"E, Chord = 18.02 feet) to the Point of Reverse Curvature of a curve, concave to the Northeast, having a Radius of 6.00 feet and a Central Angle of 57°43'56"; thence run Southeasterly, along the Arc of said curve, a distance of 6.05 feet (Chord Bearing = S58°11'52"E, Chord = 5.79 feet) to the Point of Tangency thereof; thence run S86°54'56"E, a distance of 5.41 feet to a Point on a non-tangent curve, concave to the South, having a Radius of 1,044.10 feet and a Central Angle of 04°54'14"; thence run Easterly, along the Arc of said curve, a distance of 89.36 feet (Chord Bearing = S84°18'55"E, Chord = 89.33 feet) to the Point of Reverse Curvature of a curve, concave to the North, having a Radius of 955.90 feet and a Central Angle of 08°08'12"; thence run Easterly, along the Arc of said curve, a distance of 135.75 feet (Chord Bearing = S85°55'54"E, Chord = 135.64 feet) to the Point of Tangency thereof; thence run N90°00'00"E, a distance of 356.55 feet to a point on the West Right of Way line of Central Avenue; thence along said West Right of Way line the following two (2) courses and distances; thence run S24°02'36"W, a distance of 14.75 feet; thence run S02°11'36"W, a distance of 6.82 feet to a point on the North Right of Way line of Aultman Street, said point being a Point on a non-tangent curve, concave to the North, having a Radius of 51.22 feet and a Central Angle of 39°52'08"; thence along said North Right of Way line the following eleven (11) courses and distances; thence run Westerly, along the Arc of said curve, a distance of 35.64 feet (Chord Bearing = S69°53'31"W, Chord = 34.93 feet); thence run S89°49'35"W, a distance of 247.35 feet; thence run N89°16'46"W, a distance of 89.66 feet; thence run N87°56'32"W, a distance of 31.92 feet; thence run N86°23'58"W, a distance of 21.28 feet; thence run N85°09'55"W, a distance of 21.28 feet; thence run N84°14'22"W, a distance of 10.64 feet; thence run N83°19'49"W, a distance of 20.72 feet; thence run N82°33'44"W, a distance of 44.39 feet; thence run N84°53'56"W, a distance of 31.01 feet; thence run N84°48'22"W, a distance of 29.17 feet to a Point on a non-tangent curve, concave to the Northeast, having a Radius of 25.00 feet and a Central Angle of 46°45'58"; thence departing said North Right of Way line, run Northwesterly, along the Arc of said curve, a distance of 20.41 feet (Chord Bearing = N53°10'00"W, Chord = 19.84 feet) to the Point of Reverse Curvature of a curve, concave to the Southwest, having a Radius of 46.00 feet and a Central angle of 25°16'49"; thence run Northwesterly along the Arc of said curve, a distance of 20.30 feet (Chord Bearing = N42°25'25"W, Chord = 20.13 feet) to the Point of Reverse Curvature of a curve, concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 64°35'41"; thence run Northwesterly along the Arc of said curve, a distance of 28.18 feet (Chord Bearing = N22°46'00"W, Chord = 26.72 feet) to the Point of Compound Curvature of a curve, concave to the East, having a Radius of 288.00 feet and a

Central Angle of 10°29'42"; thence run Northerly, along the Arc of said curve, a distance of 52.75 feet (Chord Bearing = N14°46'41"E, Chord = 52.68 feet); thence run N20°01'32"E, a distance of 54.96 feet to a Point on a non-tangent curve, concave to the Southeast, having a Radius of 100.00 feet and a Central Angle of 14°52'23"; thence run Northeasterly, along the Arc of said curve, a distance of 25.96 feet (Chord Bearing = N27°27'44"E, Chord = 25.89 feet); thence run N34°53'57"E, a distance of 23.42 feet to the Point of Curvature of a curve, concave to the Northwest, having a Radius of 100.00 feet and a Central Angle of 22°04'31"; thence run Northeasterly, along the Arc of said curve, a distance of 38.53 feet (Chord Bearing = N23°51'41"E, Chord = 38.29 feet) to the Point of Compound Curvature of a curve, concave to the West, having a Radius of 326.50 feet and a Central Angle of 12°47'09"; thence run Northerly, along the Arc of said curve, a distance of 72.86 feet (Chord Bearing = N06°25'51"E, Chord = 72.71 feet); thence run N00°02'16"E, a distance of 13.40 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 39.50 feet and a Central Angle of 24°03'06"; thence run Northerly, along the Arc of said curve, a distance of 16.58 feet (Chord Bearing = N12°03'49"E, Chord = 16.46 feet) to the Point of Beginning.

TRACT 11

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N89°58'24"E, along the North Right of Way line of Summer Street, a distance of 767.56 feet to the Point of Beginning; thence continue along said North Right of Way line the following two (2) courses and distances; thence run N89°58'24"E, a distance of 14.08 feet; thence run S85°26'30"E, a distance of 5.92 feet to a Point on a non-tangent curve, concave to the Northwest, having a Radius of 28.58 feet and a Central Angle of 32°09'39", said point being a point on the West Right of Way line of Beaumont Avenue; thence along said West Right of Way line the following eleven (11) courses and distances; thence run Northeasterly, along the Arc of said curve, a distance of 16.04 feet (Chord Bearing = N26°33'08"E, Chord = 15.83 feet); thence run N00°42'26"E, a distance of 67.08 feet to the Point of Curvature of a curve, concave to the Southwest, having a Radius of 25.00 feet and a Central Angle of 63°36'31"; thence run Northwesterly, along the Arc of said curve, a distance of 27.75 feet (Chord Bearing = N31°05'33"W, Chord = 26.35 feet); thence run N00°06'36"E, a distance of 29.91 feet to a Point on a non-tangent curve, concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 64°16'19"; thence run Northeasterly, along the Arc of said curve, a distance of 28.04 feet (Chord Bearing = N28°44'22"E, Chord = 26.60 feet) to a Point on a non-tangent curve, concave to the West, having a Radius of 945.23 feet and a Central Angle of 04°15'39"; thence run Northerly, along the Arc of said curve, a distance of 70.29 feet (Chord Bearing = N03°06'20"W, Chord = 70.28 feet) to the Point of Reverse Curvature of a curve, concave to the East, having a Radius of 1,041.50 feet and a Central Angle of 03°18'01"; thence run Northerly, along the Arc of said curve, a distance of 59.99 feet (Chord Bearing = N03°35'09"W, Chord = 59.99 feet) to the Point of Tangency thereof; thence run N01°56'08"W, a distance of 25.04 feet; thence run N00°02'07"W, a distance of 108.24 feet to a Point on a non-tangent curve, concave to the West, having a Radius of 25.00 feet and a Central Angle of 31°51'34"; thence run Northerly, along the Arc of said curve, a distance of 13.90 feet (Chord Bearing = N15°49'09"W, Chord = 13.72 feet); thence run N00°06'36"E, a distance of 4.19 feet to a Point on a non-tangent curve, concave to the Northeast, having a Radius of 46.00 feet and a Central Angle of

38°28'57"; thence departing said West Right of Way line, run Northwesterly, along the Arc of said curve, a distance of 30.90 feet (Chord Bearing = N50°36'14"W, Chord = 30.32 feet) to the Point of Reverse Curvature of a curve, concave to the Southwest, having a Radius of 25.00 feet and a Central Angle of 58°35'32"; thence run Northwesterly, along the Arc of said curve, a distance of 25.57 feet (Chord Bearing = N60°39'31"W, Chord = 24.47 feet) to the Point of Tangency thereof; thence run N89°57'17"W, a distance of 498.77 feet to the Point of Curvature of a curve, concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 58°35'32"; thence run Southwesterly, along the Arc of said curve, a distance of 25.57 feet (Chord Bearing = S60°44'57"W, Chord = 24.47 feet) to the Point of Reverse Curvature of a curve, concave to the Northwest, having a Radius of 46.00 feet and a Central Angle of 26°48'09"; thence run Southwesterly, along the Arc of said curve, a distance of 21.52 feet (Chord Bearing = S44°51'16"W, Chord = 21.32 feet); thence run S89°57'13"E, a distance of 542.40 feet to the Point of Curvature of a curve, concave to the South, having a Radius of 10.00 feet and a Central Angle of 39°40'59"; thence run Easterly, along the Arc of said curve, a distance of 6.93 feet (Chord Bearing = S70°06'42"E, Chord = 6.79 feet) to a Point on a non-tangent curve, concave to the Northeast, having a Radius of 166.74 feet and a Central Angle of 02°12'34"; thence run Southeasterly, along the Arc of said curve, a distance of 6.43 feet (Chord Bearing = S45°14'25"E, Chord = 6.43 feet) to a Point on a non-tangent curve, concave to the Southwest, having a Radius of 10.00 feet and a Central Angle of 47°22'18"; thence run Southeasterly, along the Arc of said curve, a distance of 8.27 feet (Chord Bearing = S23°34'31"E, Chord = 8.03 feet); thence run S00°06'38"W, a distance of 91.88 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 1,039.10 feet and a Central Angle of 03°53'02"; thence run Southerly, along the Arc of said curve, a distance of 70.44 feet (Chord Bearing = S01°49'53"E, Chord = 70.42 feet); thence run S03°46'24"E, a distance of 70.46 feet to the Point of Curvature of a curve, concave to the West, having a Radius of 960.90 feet and a Central Angle of 03°47'14"; thence run Southerly, along the Arc of said curve, a distance of 63.51 feet (Chord Bearing = S01°52'47"E, Chord = 63.50 feet); thence run S00°09'27"W, a distance of 131.14 feet to the Point of Beginning.

TOGETHER WITH:

Those certain easements for construction, drainage and access as set forth in a certain Construction, Drainage and Access Easement Agreement recorded concurrently herewith in Official Records of Osceola County, Florida, including but not limited to drainage easements over the following Drainage Easements 1 through and including 9.

DRAINAGE EASEMENT 1

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 523.80 feet to a point on a non-tangent curve, concave to the North, having a Radius of 947.90 feet and a Central Angle of 02°20'51"; thence departing said East line, run Northeasterly along the Arc of said curve, a distance of 38.84 feet (Chord Bearing = N84°57'07"E, Chord = 38.84 feet) to the Point of Reverse Curvature of a curve, concave to the South, having a Radius of 1052.10 feet and a Central Angle of 02°27'21"; thence run Northeasterly along the Arc of said curve, a distance of 45.10 feet (Chord Bearing

= N85°00'22"E, Chord = 45.09 feet) to a point on a non-tangent curve, concave to the Southeast, having a Radius of 60.96 feet and a Central Angle of 25°47'30"; thence run Northeasterly along the Arc of said curve, a distance of 27.44 feet (Chord Bearing = N19°35'35"E, Chord = 27.21 feet to the Point of Beginning; thence run N47°52'51"W, a distance of 17.99 feet; thence run N42°07'09"E, a distance of 32.00 feet; thence run S47°52'51"E, a distance of 21.16 feet to a Point on a non-tangent curve, concave to the Southeast, having a Radius of 60.96 feet and a Central Angle of 30°35'12"; thence run Southwesterly, along the Arc of said curve, a distance of 32.54 feet (Chord Bearing = S47°46'56"W, Chord = 32.16 feet) to the Point of Beginning.

DRAINAGE EASEMENT 2

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 523.80 feet to a point on a non-tangent curve, concave to the North, having a Radius of 947.90 feet and a Central Angle of 02°20'51"; thence departing said East line, run Northeasterly along the Arc of said curve, a distance of 38.84 feet (Chord Bearing = N84°57'07"E, Chord = 38.84 feet) to the Point of Reverse Curvature of a curve, concave to the South, having a Radius of 1052.10 feet and a Central Angle of 02°27'21"; thence run Northeasterly along the Arc of said curve, a distance of 45.10 feet (Chord Bearing = N85°00'22"E, Chord = 45.09 feet) to a point on a non-tangent curve, concave to the Southeast, having a Radius of 60.96 feet and a Central Angle of 82°21'51"; thence run Northeasterly along the Arc of said curve, a distance of 87.63 feet (Chord Bearing = N47°52'45"E, Chord = 80.28 feet; thence run S87°43'55"E, a distance of 6.82 feet; thence run N00°02'43"E, a distance of 64.84 feet; thence run N05°46'27"W, a distance of 7.44 feet to the Point of Beginning; thence run S74°17'48"W, a distance of 53.51 feet; thence run N15°42'12"W, a distance of 25.00 feet; thence run N74°17'48"E, a distance of 55.21 feet; thence run S15°37'39"E, a distance of 15.45 feet; thence run S05°46'27"E, a distance of 9.69 feet to the Point of Beginning.

DRAINAGE EASEMENT 3

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 691.62 feet to a point on the North line of said Lot 1; thence run S89°53'37"W along said North line, a distance of 37.40 feet to the Point of Beginning; thence continue S89°53'37"W, a distance of 20.00 feet; thence departing said North line, run N00°07'06"E, a distance of 133.79 feet to a point on the South Right of Way line of Martin Luther King Boulevard; thence run S89°57'44"E along said South Right of Way line, a distance of 188.58 feet; thence departing Said South Right of Way line, run S16°30'21"E, a distance of 13.67 feet; thence run S00°02'43"W, a distance of 6.89 feet; thence run N89°57'44"W, a distance of 88.82 feet; thence run S00°00'00"E, a distance of 6.33 feet;

thence run N90°00'00"W, a distance of 20.00 feet; thence run N00°00'00"E, a distance of 6.35 feet; thence run N89°57'44"W, a distance of 63.68 feet; thence run S00°07'06"W, a distance of 113.74 feet to the Point of Beginning.

DRAINAGE EASEMENT 4

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 691.62 feet to a point on the North line of said Lot 1; thence run S89°53'37"W along said North line, a distance of 57.40 feet; thence departing said North line, run N00°07'06"E, a distance of 133.79 feet to a point on the South Right of Way line of Martin Luther King Boulevard; thence run S89°57'44"E along said South Right of Way line, a distance of 283.46 feet to the Point of Beginning; thence continue S89°57'44"E along said South Right of Way line, a distance of 593.12 feet to a Point on a non-tangent curve, concave to the West, having a Radius of 24.00 feet and a Central Angle of 42°37'15"; thence departing said South Right of Way line, run Southerly, along the Arc of said curve, a distance of 17.85 feet (Chord Bearing = S21°16'22"E, Chord = 17.44 feet); thence run S00°02'16"W, a distance of 3.75 feet; thence run N89°57'44"W, a distance of 266.05 feet; thence run S00°29'39"E, a distance of 25.81 feet; thence run N90°00'00"W, a distance of 20.00 feet; thence run N00°29'39"W, a distance of 25.82 feet; thence run N89°57'44"W, a distance of 320.40 feet; thence run N00°00'00"E, a distance of 3.08 feet to a Point on a non-tangent curve, concave to the East, having a Radius of 24.00 feet and a Central Angle of 44°50'24"; thence run Northerly, along the Arc of said curve, a distance of 18.78 feet (Chord Bearing = N22°27'55"E, Chord = 18.31 feet) to the Point of Beginning.

DRAINAGE EASEMENT 5

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 691.62 feet to a point on the North line of said Lot 1; thence run S89°53'37"W along said North line, a distance of 57.40 feet; thence departing said North line, run N00°07'06"E, a distance of 133.79 feet to a point on the South Right of Way line of Martin Luther King Boulevard; thence run S89°57'44"E along said South Right of Way line, a distance of 973.12 feet to the Point of Beginning; thence continue S89°57'44"E along said South Right of Way line, a distance of 12.44 feet; thence departing said South Right of Way line, run S29°53'18"E, a distance of 34.12 feet; thence run S60°06'42"W, a distance of 20.00 feet; thence run N29°53'18"W, a distance of 22.56 feet; thence run N89°57'44"W, a distance of 7.08 feet; thence run N00°02'16"E, a distance of 3.90 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 24.00 feet and a Central Angle of 42°07'37"; thence run Northerly, along the Arc of said curve, a distance of 17.65 feet (Chord Bearing = N21°06'05"E, Chord = 17.25 feet) to the Point of Beginning.

DRAINAGE EASEMENT 6

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 691.62 feet to a point on the North line of said Lot 1; thence run S89°53'37"W along said North line, a distance of 57.40 feet; thence departing said North line, run N00°07'06"E, a distance of 133.79 feet to a point on the South Right of Way line of Martin Luther King Boulevard; thence run S89°57'44"E along said South Right of Way line, a distance of 973.12 feet to a point on a non-tangent curve, concave to the Southeast, having a Radius of 24.00 feet and a Central Angle of 42°07'37"; thence departing said South Right of Way line, run Southerly along the Arc of said curve, a distance of 17.65 feet (Chord Bearing = S21°06'05"W, Chord = 17.25 feet) to the Point of Tangency thereof; thence run S00°02'16"W, a distance of 13.40 feet to the Point of Curvature of a curve, concave to the West, having a Radius of 342.00 feet and a Central Angle of 12°47'09"; thence run Southerly along the Arc of said curve, a distance of 76.32 feet (Chord Bearing = S06°25'51"W, Chord = 76.16 feet) to the Point of Compound Curvature of a curve, concave to the Northwest, having a Radius of 115.50 feet and a Central Angle of 22°04'31"; thence run Southwesterly along the Arc of said curve, a distance of 44.50 feet (Chord Bearing = S23°51'41"W, Chord = 44.23 feet) to the Point of Tangency thereof; thence run S34°53'57"W, a distance of 12.82 feet to the Point of Beginning; thence run S57°24'03"E, a distance of 56.94 feet; thence run S32°35'57"W, a distance of 25.00 feet; thence run N57°24'03"W, a distance of 56.71 feet to a Point on a non-tangent curve, concave to the Southeast, having a Radius of 84.50 feet and a Central Angle of 09°47'15"; thence run Northeasterly, along the Arc of said curve, a distance of 14.43 feet (Chord Bearing = N30°00'18"E, Chord = 14.42 feet); thence run N34°53'57"E, a distance of 10.61 feet to the Point of Beginning.

DRAINAGE EASEMENT 7

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 691.62 feet to a point on the North line of said Lot 1; thence run S89°53'37"W along said North line, a distance of 57.40 feet; thence departing said North line, run N00°07'06"E, a distance of 133.79 feet to a point on the South Right of Way line of Martin Luther King Boulevard; thence run S89°57'44"E along said South Right of Way line, a distance of 973.12 feet to a point on a non-tangent curve, concave to the Southeast, having a Radius of 24.00 feet and a Central Angle of 42°07'37"; thence departing said South Right of Way line, run Southerly along the Arc of said curve, a distance of 17.65 feet (Chord Bearing = S21°06'05"W, Chord = 17.25 feet) to the Point of Tangency thereof; thence run S00°02'16"W, a distance of 13.40 feet to the Point of Curvature of a curve, concave to the West, having a Radius of 342.00 feet and a Central Angle of 12°47'09"; thence run Southerly along the Arc of said curve, a distance of 76.32 feet (Chord Bearing = S06°25'51"W, Chord = 76.16 feet) to the Point of Compound Curvature of a curve, concave to the Northwest, having a Radius of 115.50 feet and a Central Angle of 22°04'31"; thence run Southwesterly along the Arc of said curve, a distance of 44.50 feet (Chord Bearing = S23°51'41"W, Chord = 44.23 feet) to the Point of Tangency thereof; thence run S34°53'57"W, a distance of 23.42 feet to the Point of Curvature of a curve, concave to the Southeast, having a Radius of 84.50 feet

and a Central Angle of 14°52'25"; thence run Southwesterly along the Arc of said curve, a distance of 21.94 feet (Chord Bearing = S27°27'45"W, Chord = 21.87 feet) to the Point of Tangency thereof; thence run S20°01'32"W, a distance of 54.96 feet to the Point of Curvature of a curve, concave to the Southeast, having a Radius of 272.50 feet and a Central Angle of 09°14'00"; thence run Southwesterly along the Arc of said curve, a distance of 43.91 feet (Chord Bearing = S15°24'32"W, Chord = 43.87 feet) to the Point of Beginning; thence run N52°31'52"E, a distance of 75.44 feet; thence run S37°28'08"E, a distance of 32.50 feet; thence run S52°31'52"W, a distance of 70.82 feet; thence run N86°54'56"W, a distance of 0.58 feet to a Point on a non-tangent curve, concave to the Northeast, having a Radius of 6.00 feet and a Central Angle of 57°43'56"; thence run Northwesterly, along the Arc of said curve, a distance of 6.05 feet (Chord Bearing = N58°11'52"W, Chord = 5.79 feet) to the Point of Reverse Curvature of a curve, concave to the Southwest, having a Radius of 24.00 feet and a Central Angle of 44°06'33"; thence run Northwesterly, along the Arc of said curve, a distance of 18.48 feet (Chord Bearing = N51°23'11"W, Chord = 18.02 feet) to the Point of Reverse Curvature of a curve, concave to the Northeast, having a Radius of 6.00 feet and a Central Angle of 83°50'38"; thence run Northwesterly, along the Arc of said curve, a distance of 8.78 feet (Chord Bearing = N31°31'09"W, Chord = 8.02 feet) to the Point of Compound Curvature of a curve, concave to the East, having a Radius of 272.50 feet and a Central Angle of 00°23'22"; thence run Northerly, along the Arc of said curve, a distance of 1.85 feet (Chord Bearing = N10°35'51"E, Chord = 1.85 feet) to the Point of Beginning.

DRAINAGE EASEMENT 8

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DRAINAGE EASEMENT 9

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Martin Luther King Boulevard; thence run S89°57'44"E along said South Right of Way line, a distance of 1206.29 feet; thence departing said South Right of Way line, run S00°02'21"W, a distance of 49.39 feet to the Point of Beginning; thence continue S00°02'21"W, a distance of 20.00 feet; thence run N90°00'00"E, a distance of 52.65 feet; thence run N00°00'00"E, a distance of 20.00 feet; thence run N90°00'00"W, a distance of 52.64 feet to the Point of Beginning.

And together with Easements as set forth and created by that certain Temporary Construction and Access Easement in favor of Skyview Kissimmee Developer LLC, a Delaware limited liability company recorded July 21, 2022, in Official Records Book 6255, Page 1247, Public Records of Osceola County, Florida.

EXHIBIT "B"
Description of Reversion Strips

EXHIBIT "B"

Lots 15, 16 and 23, Block N, RESUBDIVISION OF BLOCKS I, J, K, N, O and P, MATHEWS ADDITION TO KISSIMMEE CITY, according to the plat thereof, as recorded in Plat Book 1, Page 68 of the Public Records of Osceola County, Florida

EXHIBIT "C"
Plan Depicting Tract 10

BEAUMONT COMPLEX REPLAT

A REPLAT OF LOT 1
OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX PER
PLAT BOOK 12, PAGES 45 & 46, AND LOTS 15, 16 & 23, BLOCK N,
RESUBDIVISION OF BLOCKS I, J, K, O AND P, MATTHEWS ADDITION TO
KISSIMMEE CITY PER PLAT BOOK 1, PAGE 68
SECTION 21, TOWNSHIP 25 SOUTH, RANGE 29 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

LOT 1
HENRY A. MATTHEWS ADDITION
TO THE TOWN OF KISSIMMEE
PLAT BOOK 1, PAGE 68

MARTIN LUTHER KING BOULEVARD
(RIGHT-OF-WAY WITH VARIES)

ROSE AVENUE

SEE SHEET 3 OF 3

SEE SHEET 3 OF 3

MARTIN LUTHER KING BOULEVARD
(RIGHT-OF-WAY WITH VARIES)

ROUND-ABOUT
L=66.56', R=79.00',
CB=M67°42'54"W
CH=64.63'

TRACT 1
(STORMWATER)

TRACT 6
(LANDSCAPE &
ENTRANCE ENHANCEMENT)

TRACT 7
(LANDSCAPE &
ENTRANCE ENHANCEMENT)

TRACT 2
(STORMWATER)

TRACT 3
(PRIVATE PARKING)

TRACT 9
(LANDSCAPE &
ENTRANCE ENHANCEMENT)

TRACT 4
(PRIVATE PARKING)

TRACT 5
(PRIVATE PARKING)

TRACT 11
(PRIVATE PARKING)

TRACT 10
(PUBLIC PARK)

TRACT 8
(LANDSCAPE &
ENTRANCE ENHANCEMENT)

Tract 10

LOT 1

LOT 1
KISSIMMEE FIRE
STATION NO. 11
PLAT BOOK 21, P.G. 108

SEE SHEET 3 OF 3

SEE SHEET 3 OF 3

SEE SHEET 3 OF 3

LINE #	DIRECTION	LENGTH
L1	S84°49'22"E	28.17'
L2	S84°37'50"E	31.01'
L3	N82°51'41"E	14.90'
L4	S82°19'49"E	20.72'
L5	S84°14'22"E	10.64'
L6	S82°09'07"E	31.88'
L7	S82°37'54"E	21.88'
L8	S87°56'58"E	31.60'
L9	S87°16'47"E	20.60'

OSBORN & O'NEIL ADDITION
PLAT BOOK 1, PAGE 7

NEW YORK AVENUE
(8' R/W)

BLOCK C

JOHNSTON'S
SURVEYING

800 Cross Florida Parkway, Kissimmee, Florida 34744
Tel. (407) 847-1779 Fax (407) 847-8140
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 946

SEE SHEET 1 OF 3 FOR NOTES, AND LEGEND OF ABBREVIATIONS AND SYMBOLS

ITEM 8.A

Approval of the Estoppel between the City of Kissimmee, the Downtown Kissimmee Community Redevelopment Agency and Skyview.

Request

Approval of the Estoppel between the City of Kissimmee, the Downtown Kissimmee Community Redevelopment Agency and Skyview.

Explanation

In order for Skyview to close on the loan that will enable purchase and development of Phase 1 of the Beaumont Redevelopment Site, The Allen at Beaumont, an Estoppel is necessary to facilitate the process:

The Estoppel provides an opportunity for the Lender to step into the shoes of the Developer in the event of a default and also allows the Lender to be provided with information regarding changes in the Master Development without asserting any unnecessary influence on the Public-Private Partnership.

Approval of this document will likely have little to no impact on the City, but will help ensure the purchase of Phase 1 of the Beaumont Redevelopment Site and development of the same to Skyview and its assignee.

Recommendation

Approval of the Estoppel and Agreement between the City of Kissimmee, the Downtown Kissimmee Community Redevelopment Agency and Skyview .

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Samia Singleton

Attachment(s):

1. (S) Doc#_50550290_v_1_Estoppel and Agreement

ESTOPPEL AND AGREEMENT

THIS ESTOPPEL AND AGREEMENT (this “**Agreement**”) is made as of March [___], 2023 by the **CITY OF KISSIMMEE**, a Florida municipal corporation, having an address of 101 Church Street, Kissimmee, Florida 34741; attention Kalanit Oded, Esquire, Deputy City Attorney (“**City**”), the **DOWNTOWN KISSIMMEE COMMUNITY DEVELOPMENT AGENCY**, a special district created pursuant to Part III, Chapter 163, Florida Statutes, having an address of 101 Church Street, Kissimmee, Florida 34741; attention Kalanit Oded, Esquire, Deputy City Attorney (“**Agency**”), and **SKYVIEW KISSIMMEE DEVELOPER LLC**, a Delaware limited liability company, having an address at 330 N Beaumont Ave, Kissimmee, Florida 34741 (“**Developer**”), in favor of **SUMITOMO MITSUI TRUST BANK, LIMITED, NEW YORK BRANCH**, a Japanese banking corporation, having an address at 1251 Avenue of the Americas, 22nd Floor, New York, New York 10020, as administrative agent (in such capacity, “**Administrative Agent**”), on behalf of the Lenders (as defined in the Loan Agreement (as defined below)), and is consented and agreed to by **GB SKYVIEW KISSIMMEE PHASE I OWNER LLC**, a Delaware limited liability company, having an address at 330 N Beaumont Ave, Kissimmee, Florida 34741 (“**Borrower**”).

(a) Reference is hereby made to that certain Master Development Agreement, dated as of December 21, 2021, by and among City, Agency, and Developer, as amended by that certain First Amendment to Master Development Agreement, dated as of September 27, 2022, as the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time (collectively, the “**Declaration**”).

(b) The Parties hereto have been informed that Lenders anticipate making a loan (the “**Loan**”) to Borrower, pursuant to a certain Loan Agreement (the “**Loan Agreement**”) among Borrower, Lender, and Administrative Agent, and secured by a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by Borrower in favor of Administrative Agent (as amended, modified and in effect from time to time, the “**Security Instrument**”) encumbering certain property (the “**Property**”) owned or to be owned by Borrower, which Property is subject to the Declaration. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Loan Agreement and the Security Instrument.

NOW THEREFORE, in order to induce Lenders to make the Loan to Borrower and for other consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto intending to be legally bound hereby represent, warrant, covenant and agree as follows:

1 Attached hereto as Exhibit A is a true, correct and complete copy of the Declaration. The Declaration is in full force and effect, has not been supplemented, amended, modified or superseded since its original execution, and no other agreements or understandings (other than the Declaration, any agreements expressly contemplated therein, or contained in closing documents from City’s sale of the Property to Borrower) exist between or among any or all of the undersigned with respect to the subject matter of the Declaration.

2 Neither City, Agency, nor Developer is in default or violation of any of their respective obligations under the Declaration and no Party hereto has any knowledge of the existence of any event which, with the giving of notice, the passage of time or both would constitute a default by Developer under the Declaration.

3 Pursuant to the Security Instrument, Administrative Agent, or its nominee or designee (each of the foregoing, a “**Successor Owner**”) may acquire the Property through foreclosure, power of sale, deed in lieu of foreclosure, or otherwise (each, a “**Succession Event**”). In the event of such Succession Event by a Successor Owner, (a) Developer shall assign all of its rights and obligations solely with respect to the development of the Property under the Declaration to such Successor Owner, (b) from and after such assignment, none of Developer nor any of its affiliates shall have any further rights or obligations with respect to the Property, and (c) the Parties hereto shall recognize such Successor Owner as successor in interest to Developer’s rights and interests under the Declaration solely with respect to the Property (and not with respect to any other land that is subject to the Declaration) including, without limitation, those certain economic development incentives as outlined on Exhibit D to the Declaration applicable to the Property; no such Succession Event shall give rise to any right of the City and/or Agency to terminate the Declaration; and no such Succession Event shall entitle the Successor Owner to exercise Developer’s Purchase Option under the Declaration as to any property subject to the Declaration other than the Property. Pursuant to Section 11 of the Declaration, City approves and consents to Successor Owner’s succession to Developer’s rights and interests under the Declaration in accordance with this Agreement. For the avoidance of doubt, in no event shall City’s or Agency’s additional approval be required as a condition of a Succession Event.

4 Developer shall not enter in any amendment, supplement, termination or modification of the Declaration without the prior written consent of Administrative Agent. Developer, however, shall not be required to secure Administrative Agent’s prior written consent to amend, supplement, terminate, or modify the Declaration solely to the extent such amendment, supplement, termination or modification affects property subject to the Declaration other than the Property. Neither City nor the Agency shall enter into any amendment, supplement, termination or modification of the Declaration that delays, reduces, or eliminates City’s or Agency’s incentives under the Declaration relating to development cost contributions and tax increment financing rebates.

5 City and Agency each covenant and agree that it shall deliver to Administrative Agent at the address set forth above (or such other address as may be designated by Administrative Agent in a notice delivered to City and Agency) written notice of any default given by City or Agency to Developer under the Declaration simultaneously with sending such notice to Developer, and that no notice of default given to Developer, and no exercise of any remedy by City or Agency as a result of any such default, shall be effective until such notice shall have been delivered to Administrative Agent. The Parties hereto hereby covenant and agree that Administrative Agent shall have the right, but not the obligation, to cure any default by Developer under the Declaration and Administrative Agent shall be afforded ninety (90) days or such shorter period as may be prescribed in the Declaration to cure any such default; provided however, if the default cannot, with reasonable diligence, be cured within the required period,

then Administrative Agent shall have such longer period as may be required to complete the cure, provided that: (a) Administrative Agent notifies the other Parties hereto of its election to cure the default within ten (10) days after receipt of the notice of default, specifying its plan for curing the default, which plan shall be subject to City's approval, which approval shall not be unreasonably withheld, conditioned, or delayed; and (b) within ten (10) days after receipt of the notice of default Administrative Agent commences in good faith to perform whatever may be required to remedy the default (unless such default is incapable of cure by Administrative Agent until such time as Administrative Agent obtains control of or title to the Property); and (c) Administrative Agent thereafter continues its performance without interruption (other than interruptions resulting from causes beyond its control).

6 City and Agency have approved the assignment by Developer to Borrower of Developer's rights to purchase the Property under a Purchase Option Agreement and a Purchase Agreement (each as defined in the Declaration) executed pursuant to the Declaration, and, therefore, acknowledge Borrower's succession to all rights and obligations of Developer under the Purchase Option Agreement and Purchase Agreement with respect to the Property.

7 The Parties hereto acknowledge this Agreement shall not be deemed to grant to Administrative Agent or to Lenders any interests, claims, privileges, power, discretion, participation, authority, or other right or benefit whatsoever with respect to any land subject to the Declaration other than the Property or to the application to or performance of the Declaration to any other such land.

8 All notices, demands, consents or requests which are either required or desired to be given or furnished hereunder shall be sent to the appropriate Party at the address set forth in the preamble to this Agreement (or to such other address as may be designated by any Party hereto in writing to the other Parties hereto) and shall be given in writing and shall be effective for all purposes if hand delivered or sent by (a) certified or registered United States mail, postage prepaid, return receipt requested, or (b) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery. A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered (as evidenced by the receipt) or the first attempted delivery on a business day; or in the case of expedited prepaid delivery, upon the first attempted delivery on a business day. By notice complying with this Section, any Party may from time to time change the address applicable to it or the identity of its individual officer or its counsel.

9 This Agreement and the rights and obligations of the Parties hereunder shall in all respects be governed by and construed and enforced in accordance with the laws of the State of Florida.

10 This Agreement shall be binding upon the Parties hereto and each of their respective successors and assigns.

11 Each of the Parties hereto represent and warrant that the execution and delivery of this Agreement have been duly authorized by all requisite entity action on their part and the

signatory executing this Agreement on their behalf is duly authorized to so execute this Agreement.

12 This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. The failure of any Party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

13 This Agreement and the representations, warranties and covenants contained herein may be relied upon by Administrative Agent, Lenders, and their respective successors and assigns.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

CITY:

CITY OF KISSIMMEE, a Florida
municipal corporation

By:_____

Name:

Title:

AGENCY:

**DOWNTOWN KISSIMMEE
COMMUNITY DEVELOPMENT
AGENCY**, a special district created
pursuant to Part III, Chapter 163, Florida
Statutes

By:_____

Name:

Title:

DEVELOPER:

**SKYVIEW KISSIMMEE DEVELOPER
LLC**, a Delaware limited liability company

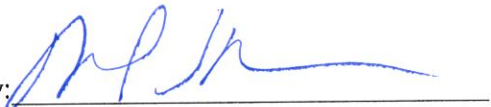
By: 

Name: Michael Dana
Title: Authorized Signatory

CONSENTED AND AGREED:

BORROWER:

**GB SKYVIEW KISSIMMEE PHASE I
OWNER LLC**, a Delaware limited liability
company

By: 

Name: Michael Dana
Title: Authorized Signatory

EXHIBIT A

Declaration

(attached hereto)

FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

This First Amendment to Master Development Agreement ("**Amendment**") is entered into as of _____, 2022 (the "**Amendment Effective Date**") by **THE CITY OF KISSIMMEE**, a Florida Municipal Corporation, ("**City**") **THE DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a special district created pursuant to Part III, Chapter 163, Florida Statutes, ("**Agency**") and **SKYVIEW KISSIMMEE DEVELOPER LLC**, a Delaware limited liability company, ("**SkyView**").

References below to the "Parties" mean all of City, Agency, and SkyView, collectively. References below to a "Party" mean any or each of City, Agency, and SkyView, as appropriate in the context.

BACKGROUND

- A. City and SkyView entered into that certain Master Development Agreement dated as of December 21, 2021 (the "**MDA**"). The MDA details a collaboration among the Parties as authorized by City's Downtown Kissimmee Community Redevelopment Plan (the "**CRA Plan**"). Pursuant to the MDA, the Parties agree to work in collaboration to develop the Project to compliment the adjacent Medical Arts District, improve overall infrastructure, and catalyze growth on and around the Beaumont Development Parcel.
- B. City approved and entered into the MDA in accordance with all procedural and other legal requirements applicable to City. SkyView also approved and entered into the MDA in accordance with all legal requirements and with SkyView's charter and other governing documents.
- C. The officials elected to the City Commission also govern as members of Agency's Board of Commissioners. Although the City considered and approved the MDA, no records exist evidencing the Agency's approving and ratifying the MDA. Thus, even though Agency is a named party to the MDA, Agency has not signed the MDA.
- D. The Parties have refined the plans for the Project providing details that were not previously known. Those details include, among others, establishing width and alignments for adjacent right-of-ways; identifying areas of existing roads that require vacating; settling the configuration of lots and tracts on the plat; and refining the Beaumont Redevelopment Overall Site Plan.

NOW, THEREFORE, in consideration of the foregoing explanation and of the mutual covenants and agreements set forth below and in the MDA, the Parties hereby modify and amend the MDA as follows:

- 1. **Definitions.** Capitalized terms used but not defined herein shall have the same meanings ascribed therefor in the MDA.
- 2. **Execution and Ratification by Agency.** Agency has executed this Amendment after satisfying all procedural and other legal requirements applicable to Agency. Agency affirms

the MDA and this Amendment thereto meet the objectives and purposes of the CRA Plan and fulfills Agency's mission; and Agency hereby agrees and binds itself to the MDA, as amended and modified by this Amendment, and ratifies the actions heretofore taken in performance of the MDA.

3. **Substitution of Overall Site Plan.** The Exhibit "A" attached hereto replaces and supersedes the Exhibit B (Conceptual Plan Beaumont Redevelopment Parcel) attached to the MDA.
 - a. References in the MDA to "Exhibit B," "conceptual plan," "overall site plan," "Conceptual Plan Beaumont Redevelopment Parcel," and other references to the plan attached as Exhibit B to the MDA shall be deemed to refer to the Exhibit "A" attached hereto.
 - b. The proposed uses and designs depicted on Exhibit "A" attached hereto, including without implied limitation the widths of the right-of-ways, are consistent and comply with City's Comprehensive Plan and CRA Design and Technical Standards, and are compatible with City's adopted Form Based Code, as approved pursuant to DRC application #SP-22-001 on May 3, 2022.
4. **Abandoned Right-of-Way.** Pursuant to Section 5.03 of the MDA, on City's vacation of the right-of-way areas described in Exhibit "B" attached hereto (the "**Abandoned Areas**"), the Abandoned Areas shall be added to and included in the Beaumont Development Parcel and to Phase I thereof.
5. **City Support.** Section 10.03 of the MDA (City Support of Economic Development and Workforce Housing) is amended and restated as follows:

10.03 CITY SUPPORT OF ECONOMIC DEVELOPMENT AND WORKFORCE HOUSING.

In order to facilitate advancing the goals of the CRA Plan, City will provide economic development incentives to SkyView as outlined in Exhibit "D" including but not limited to ~~a reduction or waiver of building permit fees, a reduction or waiver of parks and recreation impact fee credits, additional public parking; funding for completion of the Ancillary Public Improvements; reduction or waiver of mobility fees~~ waiver of all permit fees (for vertical construction permits), all inspection fees, all parks and recreation impact fees, and all mobility fees; and funding pursuant to the available CRA funding, grants and incentive programs. ~~In order to increase the availability of workforce housing located in proximity to the Medical District, the City shall provide economic support for development of 5% of the units in Phase I as workforce housing affordable to household with incomes between 80-120% of Area~~

Median Income, with a minimum of sixteen (16) units available for households with incomes at 80% AMI. ("Workforce Units"). City support is described in Exhibit "D". SkyView Kissimmee I, LP, its successors, heirs or assignees, will provide an annual report to the City documenting income verification for residents of Workforce Units.

SkyView will lease sixteen (16) units (six studio units, five 1-bedroom units, and five 2-bedroom units) of the 312 total units at rates the Florida Housing Finance Corporation (in its index for Income Limits and Rent Limits) reports are affordable to households with incomes at 80% of Area Median Income (the "80% AMI Units"). SkyView will have the right from time to time to designate the 80% AMI Units; provided, however, all 80% AMI Units shall have the same finishes as are provided in the market rate units. Tenants of 80% AMI Units must pay the same charges other tenants must pay, without discount or reduction, for other services, including without implied limitation, if applicable, parking, pest control, wifi, amenities fees, and trash removal and other valet services. SkyView will provide an annual report to the City documenting income verification for residents of 80% AMI Units. This obligation of SkyView to lease the 80% AMI Units below market rates will expire twenty (20) years after the issuance of a Certificate of Occupancy for Phase I, at which time SkyView will have the right to let all units at market rates. City is not required to provide economic support to SkyView for the 80% AMI Units.

6. **Rights.** City and Agency agree as lands are conveyed to SkyView, City and Agency will not reserve any of the rights, titles, claims, or interests described in Section 270.11, Florida Statutes. City and Agency expressly decline to reserve or retain any such rights, titles, claims, or interests.
7. **Development Schedule.** The Exhibit "C" attached hereto replaces and supersedes the Exhibit E (Development Schedule) attached to the MDA. References in the MDA to "Exhibit E," "Development Schedule," and other references to the schedule attached as Exhibit E to the MDA shall be deemed to refer to the revised schedule attached hereto as Exhibit "C".
8. **Commencement Date and Initial Term.** The Parties agree the "Commencement Date" prescribed in Section 3.01 of the MDA is extended to and shall hereafter be the Amendment Effective Date. As a consequence, the "Initial Term" (which is also prescribed in Section 3.01 of the MDA) shall expire at noon on the date which is five (5) calendar years following the Effective Date of this Amendment.
9. **Ratification.** City and Agency confirm the Findings of Fact set forth in the MDA also justify the modifications to the MDA made by this Amendment. The Parties hereby ratify and

confirm the MDA, subject to the modifications effectuated by this Amendment. All provisions of the MDA not modified by this Amendment will remain in full force and effect and remain unchanged by the terms of this Amendment. As used herein, underlined words indicate additions to existing texts, and ~~stricken~~ words include deletions from the existing text of the MDA. To the extent of any inconsistency between the Amendment and the MDA, the terms and conditions of this Amendment shall control.

10. **Severability**. If any provision of this Amendment is found to be invalid or unenforceable, that provision will be severed from this Amendment and the remainder of this Amendment will continue to be binding and enforceable.
11. **Counterparts**. This Amendment may be executed in multiple counterparts. The signature of any Party to a counterpart shall be deemed to be the signature to, and may be appended to, any other counterpart. A Party shall be bound by this Amendment by executing a counterpart hereof, then transmitting the executed counterpart to the other Parties via email in .pdf or similar format.
12. **Further Assurances**. Each Party will, without additional consideration, sign, acknowledge, and deliver any other document[s] and take any other action necessary or appropriate and reasonably requested by another Party to carry out the intent and purpose of this Amendment and the MDA.
13. **Final Approval**. This Amendment is expressly subject to, and shall not be or become effective or binding on, City or Agency until approved by City's City Commission and Agency's Board of Commissioners and is fully executed on behalf of City and Agency and any appeal period, if applicable, has expired.
14. **SkyView Authority**. The individual executing this Amendment on behalf of SkyView represents and warrants that he or she is duly authorized to execute on behalf of and bind SkyView to this Amendment.
15. **Exhibits**. The following Exhibits referenced above are attached to, incorporated in, and form a material part of this Amendment:
 - a. Exhibit "A" (the Overall Site Plan and the Plat Plan); and
 - b. Exhibit "B" (Abandoned Areas); and
 - c. Exhibit "C" (Revised Development Schedule).

[The Parties have signed on the following pages.]

[Signature page for First Amendment to Master Development Agreement]

ATTEST:

By: Linda S. Hansell
City Clerk
Print name: Linda S. Hansell

CITY OF KISSIMMEE

By: Olga Gonzalez
Print name: Olga Gonzalez
As its: Mayor-Commissioner

ATTEST:

By: Linda S. Hansell
City Clerk
Print name: Linda S. Hansell

**DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY**

By: Olga Gonzalez
Print name: Olga Gonzalez
As its: Chair

WITNESSES SIGNATURES:

Signature: [Signature]
Print name: Samantha Vasquez
Signature: [Signature]
Print name: Eddie Davis

SKYVIEW KISSIMMEE DEVELOPER LLC

By: [Signature]
Print name: Stephen Liberty
As its: COO

STATE OF FLORIDA
COUNTY OF OSCEOLA

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization on 10/03, 2022, by Stephen R. Liberty, as _____ of **SKYVIEW KISSIMMEE DEVELOPER LLC**, a Delaware limited liability company, on behalf of the company. He/She ☐ is personally known to me or ☒ has produced Florida Drivers License, as identification.

[Signature]

SIGNATURE OF NOTARY
Samantha Vasquez

PRINT NAME OF NOTARY

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: _____

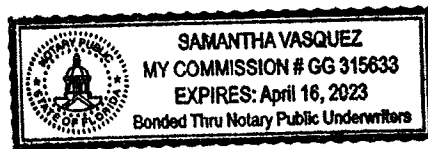


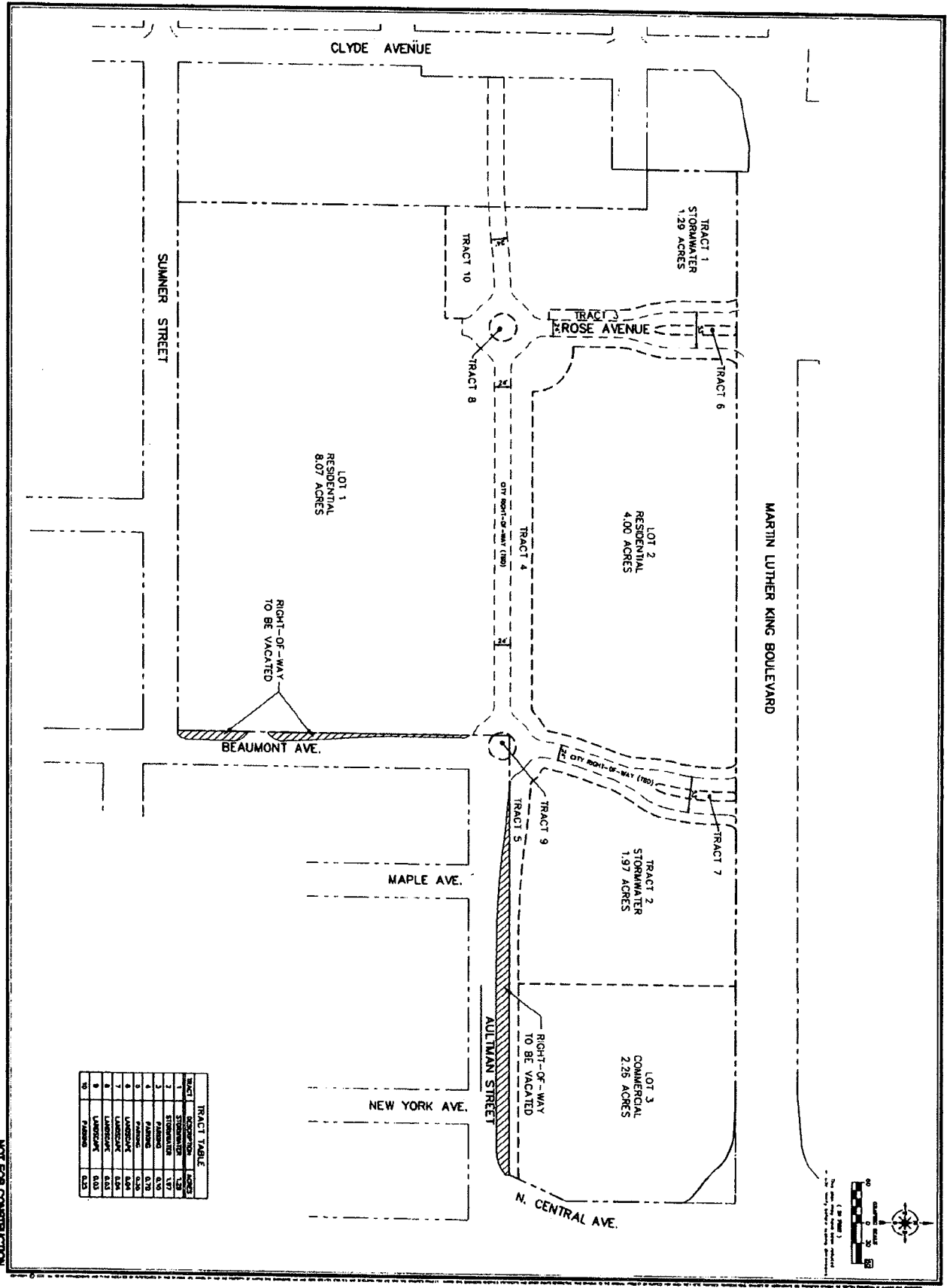
EXHIBIT "A"

AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

COMPOSITE AMENDMENT EXHIBIT A

OVERALL SITE PLAN AND PLAT PLAN

(Following 3 Pages)



DWG# 21-000000

C015

PLAT PLAN

Scale As Noted
 Date: 04/08/2008
 Project No: 7937001

Design: CD
 Drawn: CD
 Checked: AA

Revisions:

No.	Date	Description

**BEAUMONT
REDEVELOPMENT PH1**

CITY OF KISSIMMEE, FLORIDA

HARRIS
 Surveying & Mapping, LLC
 1420 E. Highway 190
 Kissimmee, Florida 34758
 Phone: (407) 478-1177
 Fax: (407) 478-1888
 www.harris-surveying.com

EXHIBIT "B"

AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

EXHIBIT B ABANDONED AREAS

(Following 7 Pages)

SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY

SEE SHEETS 2 & 3 OF 3 FOR SKETCH

LEGAL DESCRIPTION:

A parcel of land being a portion of Aultman Street, lying in Section 21, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Begin at the Southeasterly corner of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45 and 46 of the Public Records of Osceola County, Florida and the West Right of Way line of Central Avenue; thence N89°57'18"W, along the South line of said Lot 1, said line also being the North Right of Way line of Aultman Street, a distance of 579.54 feet; thence departing said North Right of Way line, run S84°48'22"E, a distance of 29.17 feet; thence S84°53'56"E, a distance of 31.01 feet; thence S82°33'44"E, a distance of 44.39 feet; thence S83°19'49"E, a distance of 20.72 feet; thence S84°14'22"E, a distance of 10.64 feet; thence S85°09'55"E, a distance of 21.28 feet; thence S86°23'58"E, a distance of 21.28 feet; thence S87°56'32"E, a distance of 31.92 feet; thence S89°16'46"E, a distance of 89.66 feet; thence N89°49'35"E, a distance of 247.35 feet to the Point of Curvature of a curve, Concave to the North, having a Radius of 51.22 feet and a Central Angle of 39°52'08"; thence run Easterly along the Arc of said curve, a distance of 35.64 feet (Chord Bearing = N69°53'31"E, Chord = 34.93 feet); thence N02°11'36"E, a distance of 6.82 feet to the Point of Beginning.

Containing 9,187 square feet or 0.211 acres, more or less.

REQUESTED BY: SKYLINE SERVICE DEVELOPMENT, LLC

SHEET 1 OF 3

DATE OF SURVEY	7/14/2022	REVISIONS	
SCALE	1" = 40'		
TYP	FIELD		
SECTION	21		
TWP	25 S	RANGE	29 E
BOOK NO	20	PAGE NO	11A

JOHNSTON'S
SURVEYING INC.

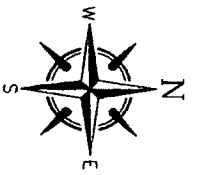
500 GOLF PLEASANT PARKWAY, KISSIMEE, FLORIDA 34744
TEL (407) 847-2173 FAX (407) 847-6110

R.D.B.

7/15/2022

RICHARD D. BROWNE, F.S.M. #12700 (PAID)

NOT VALID WITHOUT RAISED SURVEYORS SEAL



SCALE: 1" = 60'

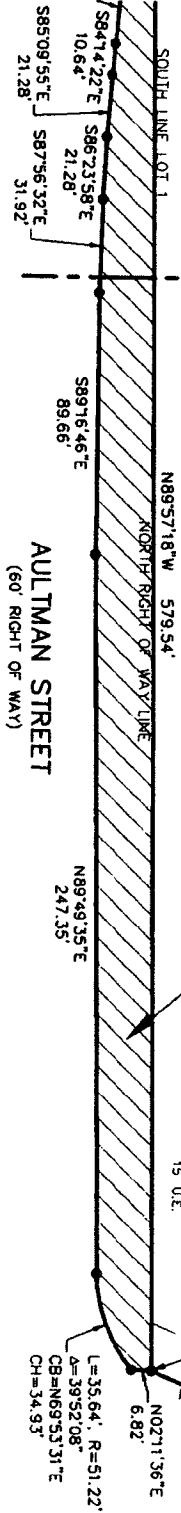
SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION

LOT 1
OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

PROPOSED PORTION OF
VACATED AULTMAN
STREET RIGHT OF WAY
9.187 SF/0.211 AC±

POINT OF
BEGINNING
SOUTHEASTERLY
CORNER LOT 1 &
WEST RIGHT OF WAY
CENTRAL AVENUE

CENTRAL AVENUE
R/W WIDTH VARIES



- LEGEND AND ABBREVIATIONS**
- TWP - TOWNSHIP
 - RNG. - RANGE
 - NO. - NUMBER
 - LB - LICENSED BUSINESS
 - R/W - RIGHT OF WAY
 - P.S.M. - PROFESSIONAL SURVEYOR AND MAPPER
 - TEL. - TELEPHONE
 - F.B. - FIELD BOOK
 - PLAT BOOK - PLAT BOOK
 - ± - PLUS OR MINUS
 - Δ - AND

JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 2 OF 3

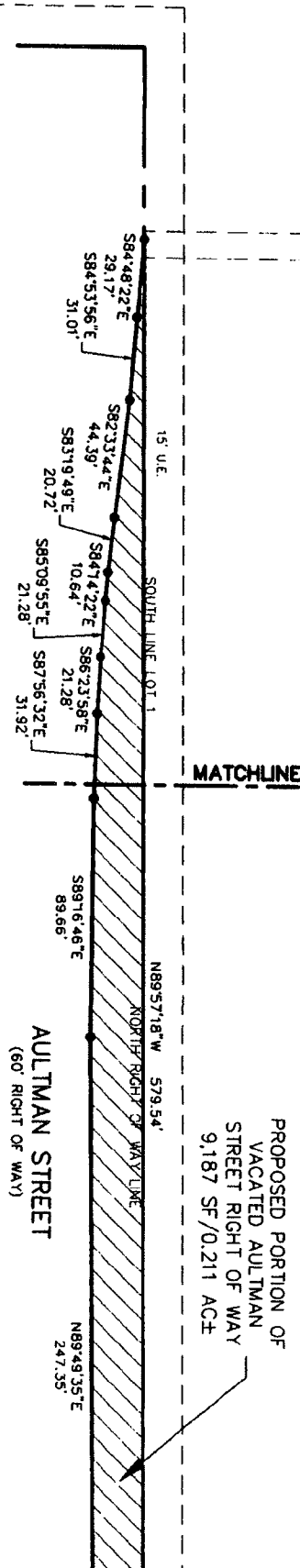


SCALE: 1" = 60'

SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION

LOT 1
OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

PROPOSED PORTION OF
VACATED AULTMAN
STREET RIGHT OF WAY
9,187 SF/0.211 AC±



BEAUMONT AVE.
(50.6' R/W)

MAPLE AVENUE
(50.6' R/W)

NEW YORK AVENUE
(50.6' R/W)

BLOCK E
OSCEOLA & ONEIL ADDITION
PLAT BOOK 1, PAGE 7

BLOCK D
OSCEOLA & ONEIL ADDITION
PLAT BOOK 1, PAGE 7

LEGEND AND ABBREVIATIONS
TWP - TOWNSHIP
RNG - RANGE
NO. - NUMBER
LB - LICENSED BUSINESS
R/W - RIGHT OF WAY
P.S.M. - PROFESSIONAL AND MAPPER
TEL. - TELEPHONE
F.B. - FIELD BOOK
P.B. - PLAT BOOK
± - PLUS OR MINUS

JOHNSTON'S
SURVEYING, INC.

300 Cross Prairie Parkway, Kassimette, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 3 OF 3

SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY

SEE SHEET 2 OF 2 FOR SKETCH

LEGAL DESCRIPTION:

A parcel of land being a portion of Beaumont Avenue, lying in Section 21, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45 and 46 of the Public Records of Osceola County, Florida and the North Right of Way line of Sumner Street; thence departing said North Right of Way line, run N00°06'36"E, along the West Right of Way line of Beaumont Avenue, a distance of 133.24 feet to the Point of Beginning; thence continue N00°06'36"E, along said West Right of Way line, a distance of 299.84 feet to a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 31°51'34"; thence departing said West Right of Way line, run Southerly along the arc of said curve, a distance of 13.90 feet (Chord Bearing = S15°49'09"E, Chord = 13.72 feet); thence S00°02'07"E, a distance of 108.24 feet; thence S01°56'08"E, a distance of 25.04 feet to the Point of Curvature of a curve, Concave to the East, having a Radius of 1,041.50 feet and a Central Angle of 03°18'01"; thence run Southerly along the Arc of said curve, a distance of 59.99 feet (Chord Bearing = S03°35'09"E, Chord = 59.99 feet) to a Point of Reverse Curve, Concave to the West having a Radius of 945.23 feet and a Central Angle of 04°15'39"; thence Southerly along the arc, a distance of 70.29 feet, (Chord Bearing = S03°06'20"E, Chord = 70.28 feet) to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 64°16'19"; thence run Southwesterly along the arc of said curve, a distance of 28.04 feet (Chord Bearing = S28°44'22"W, Chord = 26.60 feet) to the Point of Beginning.

Containing 1,967 square feet or 0.045 acres, more or less.

RECORDS FILED BY: 560778455/2022/01/15/2022

SHEET 1 OF 2

DATE OF SURVEY	7/14/2022	REVISIONS	
SCALE	1" = 50'		
BY	JOHNSTON'S		
SECTION	21		
TAP	21 S 29 E 21		
JOB NO	20 234A		

JOHNSTON'S
SURVEYING INC.

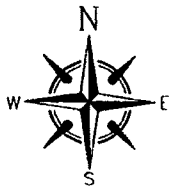
5100 CROSS STREET, HOLAND, ALABAMA, 36744
TEL (407) 847-2100 FAX (407) 847-6110

[Signature]

7/15/2022

MICHAEL D. BROWNE, L.S.V. #1700 (011)

NO. 1. AGS. VAL. 2. W. 400' BASED SURVEYOR'S SEAL



SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

SCALE: 1" = 60'

LOT 1

OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

PROPOSED PORTION OF
VACATED BEAUMONT
AVENUE RIGHT OF WAY
1,967 SF/0.045 AC±

LOT 1

OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

POINT OF
BEGINNING

POINT OF
COMMENCEMENT

SOUTHEAST CORNER LOT 1,
OSCEOLA COUNTY
GOVERNMENT BEAUMONT
COMPLEX & NORTH RIGHT
OF WAY OF SUMNER STREET

AULTMAN STREET
(60' RIGHT OF WAY)

L=13.90', R=25.00'
Δ=31°51'34"
CB=S15°49'09"E
CH=13.72'

BEAUMONT AVE.
(50.6' R/W)

BLOCK E

OSBORN & O'NEIL ADDITION
PLAT BOOK 1, PAGE 7

L=59.99', R=1041.50'
Δ=3°18'01"
CB=S03°35'09"E
CH=59.99'

L=70.29', R=945.23'
Δ=4°15'39"
CB=S03°06'20"E
CH=70.28'

L=28.04', R=25.00'
Δ=64°16'19"
CB=S28°44'22"W
CH=26.60'

LEGEND AND ABBREVIATIONS

TWP. = TOWNSHIP
RNG. = RANGE
NO. = NUMBER
LB = LICENSED BUSINESS
R/W = RIGHT OF WAY
P.S.M. = PROFESSIONAL
SURVEYOR AND MAPPER
TEL. = TELEPHONE
F.B. = FIELD BOOK
P.B. = PLAT BOOK
± = PLUS OR MINUS
& = AND

JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel (407) 847-2179 Fax (407) 847-6140

SHEET 2 OF 2

SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY

SEE SHEET 2 OF 2 FOR SKETCH

LEGAL DESCRIPTION:

A parcel of land being a portion of Beaumont Avenue, lying in Section 21, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Begin at the Southeast corner of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45 and 46 of the Public Records of Osceola County, Florida and the North Right of Way line of Sumner Street; thence departing said North Right of Way line, run N00°06'36"E, along the West Right of Way line of Beaumont Avenue, a distance of 103.33 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 25.00 feet and a Central Angle of 63°36'31"; thence departing said West Right of Way line, run Southeasterly along the arc of said curve, a distance of 27.75 feet (Chord Bearing = S31°05'33"E, Chord = 26.35 feet); thence S00°42'26"W, a distance of 67.08 feet to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 28.58 feet and a Central Angle of 32°09'39"; thence run Southwesterly along the arc of said curve, a distance of 16.04 feet (Chord Bearing = S26°33'08"W, Chord = 15.83 feet); thence N85°26'30"W, a distance of 5.92 feet to the Point of Beginning.

Containing 1,257 square feet or 0.029 acres, more or less

REQUESTED BY: SCOTT H. KESSLER, CIVIL ENGINEER

SHEET 1 OF 2

DATE OF SURVEY	7/14/2022	REVISION	
SCALE	1" = 60'		
BY	PAUL		
CHECKED	21		
TAP	21	S. REC. 29	E
JOB NO.	20-2-1A		

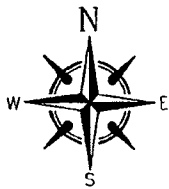
JOHNSTON'S
SURVEYING INC.

500 E. Kissimmee Parkway, Kissimmee, Florida 34744
Tel: (407) 847-2179 Fax: (407) 847-6110

R.D.B.

7/15/2022

RICHARD D. BROWN, E.S. & S. 40100 (1411)
NOTE: NOT VALID WITHOUT SIGNED SURVEYOR'S SEAL



SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

SCALE: 1" = 60'

LOT 1

OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

AULTMAN STREET
(60' RIGHT OF WAY)

BLOCK E

OSBORN & O'NEIL ADDITION
PLAT BOOK 1, PAGE 7

BEAUMONT AVE.
(50.6' R/W)

LOT 1

OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

PROPOSED PORTION OF
VACATED BEAUMONT
AVENUE RIGHT OF WAY
1,257 SF/0.029 AC±

POINT OF
BEGINNING

SOUTHEAST CORNER LOT 1,
OSCEOLA COUNTY
GOVERNMENT BEAUMONT
COMPLEX & NORTH RIGHT OF
WAY LINE OF SUMNER STREET

L=27.75', R=25.00'
Δ=63°36'31"
CB=S31°05'33"E
CH=26.35'

LEGEND AND ABBREVIATIONS

TWP. = TOWNSHIP
RNG. = RANGE
NO. = NUMBER
LB. = LICENSED BUSINESS
R/W = RIGHT OF WAY
P.S.M. = PROFESSIONAL
SURVEYOR AND MAPPER
TEL. = TELEPHONE
F.B. = FIELD BOOK
P.B. = PLAT BOOK
± = PLUS OR MINUS
& = AND

SUMNER STREET
(50.6' R/W)

L=16.04', R=28.56'
Δ=32°09'39"
CB=S26°33'08"W
CH=15.83'

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847 2179 Fax (407) 847-6140

SHEET 2 OF 2

EXHIBIT "C"

Amendment I - Exhibit C - DEVELOPMENT SCHEDULE AND MILESTONES

Exhibit E - DEVELOPMENT SCHEDULE AND MILESTONES

	Target Start	Target End	Milestone
Development Agreement Signed			Dec-2021
MDA Amendment I Signed			Sep-2022
Demolish Buildings in Phase 1 / Phase 1 API footprint	Aug-2022	Sep-2022	
Demolish Buildings in Phase 2 footprint		Jun-2024	
Demolish Buildings in Phase 3 footprint		Jan-2026	
Phase 1 - Multi-Family Apartment Building (20 months)			
Ancillary Public Improvements (API) Engineering and Permitting	Dec-2021	Aug-2022	
API Construction	Sep-2022	Sep-2023	
Building Design and Permitting	Dec-2021	Dec-2022	
Close on Land			Dec-2022
Building Construction	Dec-2022	Jan-2024	
Vertical Building Construction	Jan-2023		Per 6.03
Completion			Jan-2024
Phase 2 - Residential or Mixed Use Building (21 months)			
API Engineering and Permitting	Jan-2024	Jul-2024	
API Construction	Jul-2024	Jan-2025	
Building Design and Permitting	Jan-2024	Jul-2024	
Close on Land			Jul-2024
Building Construction	Jul-2024	Oct-2025	
Vertical Building Construction	Sep-2024		Per 6.03
Completion			Oct-2025
Phase 3 - Mixed-Use Commercial Building (23 months)			
API Engineering and Permitting	Aug-2025	Feb-2026	
API Construction	Feb-2026	Feb-2027	
Building Design and Permitting	Aug-2025	Feb-2026	
Close on Land			Dec-2025
Building Construction	Feb-2026	Jun-2027	
Vertical Building Construction	May-2026		Per 6.03
Completion			Jun-2027
End of Initial Development Term (5 years)			Sep-2027

Target Start	Target End	Milestone
		Dec-2024
Mar-2022	Apr-2022	
	Oct-2023	
	May-2025	
Dec-2021	May-2022	
Apr-2022	Apr-2023	
Dec-2021	May-2022	
		Apr-2022
May-2022	Jul-2023	
Jul-2022		Per 6.03
		Jul-2023
Jun-2023	Nov-2023	
Nov-2023	May-2024	
Jun-2023	Nov-2023	
		Nov-2023
Nov-2023	Feb-2025	
Jan-2024		Per 6.03
		Feb-2025
Dec-2024	Jun-2025	
Jun-2025	Jun-2026	
Dec-2024	Jun-2025	
		Apr-2025
Jun-2025	Oct-2026	
Sep-2025		Per 6.03
		Nov-2026
		Nov-2026

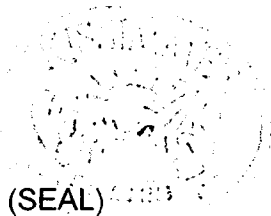


CITY OF KISSIMMEE

Office of the City Clerk
101 Church Street . Kissimmee, Florida 34741-5054 . Phone 407-518-2308 . FAX 407-518-2260

October 20, 2022

I HEREBY CERTIFY that the attached is a true and correct copy of the **MASTER DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF KISSIMMEE AND DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY AND SKYVIEW KISSIMMEE DEVELOPER LLC**, as approved by the City Commission on December 21, 2021.



By: Linda S. Hansell
Linda S. Hansell
City Clerk

**MASTER DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF KISSIMMEE
AND
DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
AND
SKYVIEW KISSIMMEE DEVELOPER LLC**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered into this 21st day of December, 2021 (the “Effective Date”) , by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, (hereinafter referred to as “City”); the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a special district created pursuant to Part III, Chapter 163, Florida Statutes, (hereinafter referred to as “Agency”) and **SKYVIEW KISSIMMEE DEVELOPER LLC**, a Delaware Limited Liability Company, having its principal place of business at 330 N Beaumont Ave, Kissimmee, FL 34741, (hereinafter referred to as “SkyView”), and each represents as follows:

WITNESSETH

WHEREAS, the City Commission adopted Resolutions 47-91 and 11-93 which found and determined that the downtown redevelopment district described therein, and expanded from time to time, is a blighted area within the meaning of Chapter 163, Florida Statutes, known as the Community Redevelopment Act of 1969 (the “Act”) and that redevelopment and improvement of such area was necessary in the interest of the public health safety and welfare of the residents of the City; and

WHEREAS, the City Commission created the Agency to carry out the community redevelopment purposes of the Act within the Redevelopment area (the “CRA”); and

WHEREAS, by Ordinance 1893 the City Commission established the redevelopment trust fund (the “Trust Fund”) into which tax increment is deposited each year by affected taxing authorities (the “Tax Increment”), in accordance with Section 163.387 of the Act; and

WHEREAS, the City Commission adopted the Downtown Kissimmee Community Redevelopment Plan (the “CRA Plan”) for the Redevelopment area in 1992, which is amended from time to time; and

WHEREAS, the CRA Plan describes the diminishing downtown Kissimmee population, and the lack of mixed-use residential development in the CRA and recognizes the need for reinvestment and improvements within the CRA to retain and attract residents; and

WHEREAS, the CRA Plan provides for a public-private development program to encourage private investment in the CRA; and

WHEREAS, City is the owner of approximately 20 acres in the redevelopment area located at the southwest corner of Martin Luther King Blvd. and Central Avenue, adjacent to downtown Kissimmee, also known the Beaumont Development Parcel, a description of which is attached hereto as Exhibit “A”; and

WHEREAS, City acquired the property in 2018 for the purpose of fostering redevelopment consistent with the City’s goals for CRA and the Medical Arts District; and

WHEREAS, on September 17, 2020, the City and the CRA issued RFQ2020-006 to solicit a qualified private sector master developer to spearhead the redevelopment to include varying medium to high density residential unit types, mixed-use and commercial buildings to compliment the nearby Medical Arts District, and improve overall infrastructure (the “Project”); and

WHEREAS, a Selection Committee reviewed and scored the proposals received based on specific selection criteria, and ranked SkyView as the most qualified; and

WHEREAS, on November 2, 2020, the City Commission consented to the conceptual plans for redevelopment of the real property proposed by SkyView attached hereto as Exhibit “B” and authorized the City Manager to negotiate with SkyView to acquire the real property for redevelopment; and

WHEREAS, SkyView is a real estate development company that has the skills, expertise and financial ability to redevelop the real property; and

WHEREAS, SkyView investigated, researched and completed its due diligence concerning the redevelopment of the Beaumont Development Parcel and satisfied itself that it could timely complete the concept; and

WHEREAS, City desires to collaborate with SkyView in the redevelopment of the Beaumont Development Parcel so as to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to SkyView in the approval of development and assurances that they may proceed in accordance with existing laws and policies subject to the conditions of this Agreement; and

WHEREAS, the goal of the Parties is to create an attractive, safe and desirable area to work and reside, to establish higher density market rate development supporting growth of the

medical industry in the City, a pedestrian and transit-oriented community, and increase economic benefits to the City, all of which serve the best interest of the public; and

WHEREAS, the purpose of this Master Development Agreement is to set out the responsibilities, time periods, development regulations and standards to govern the redevelopment of the Beaumont Development Parcel, and memorialize the public-private partnership created herein with terms and conditions associated with City financed incentives to effectuate quality redevelopment; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

FINDINGS OF FACT

(A) Pursuant to Section 2(b), Art. VIII of the Florida Constitution, Section 166.021, Florida Statutes and Section 4 & 5, Article 1 of the Kissimmee City Charter, City has broad home rule powers to enter into Agreements and to convey real property in the public interest. The area identified as the Beaumont Development Parcel is located within CRA and is appropriate for redevelopment.

(B) The Project will meet the objectives and purpose of the CRA Plan.

(C) The Project is the next step in the process of transforming the Downtown into a new urban community taking advantage of its geographic location, access to local and regional transportation, and skyline views.

(D) The Project will dramatically enhance the appearance, character, economics and safety of the area and exhibit superior design features making downtown and the Medical District inviting to residences and businesses.

(E) The Project will meet a need for workforce housing, medical offices and supportive retail establishments serving employees and residents in the Medical District, thereby supporting local hospitals and fostering economic growth in the City.

(F) The proposed improvements and uses are consistent with the City's Comprehensive Plan.

(G) The proposed improvements, use and design are compatible with City's adopted Form Based Code.

(H) The proposed Project is in the best interest of the public health, safety, and welfare of the citizens of the City.

(I) Approval of this Agreement does not permit construction of the Project. Rather, this Agreement outlines the conceptual plan and terms upon which SkyView may acquire and develop the Property. Prior to construction, SkyView must obtain, through the City's permitting process, site specific plan approval and building permits consistent with the City's adopted Form Based Code. Consistent with the requirements of law, the City agrees to expedite review of all applications for approvals and permits submitted by SkyView to facilitate development consistent with the schedule contemplated herein. Upon approval and throughout the term of this Agreement, the municipal zoning and land use regulations in effect on the date of approval shall govern the development of this Project, except that SkyView will be required to conform to any changes in the Florida Building Code and Fire Code adopted during the term of the Agreement. The City reserves its police powers except to the limited extent to which the project acquires vested rights.

SECTION 1. GENERAL

1.01 PURPOSE OF THIS AGREEMENT.

The purpose of this Agreement is to set forth the rights, duties, and responsibilities of each Party as it pertains to the management and redevelopment of the Beaumont Development Parcel, including the Necessary Site Improvements and Ancillary Public Improvements as hereinafter defined. SkyView will serve as master developer, and, in concert with Affiliates of SkyView, is acquiring rights to purchase the Phase 1, pursuant to the Purchase Option Agreement, attached hereto as Exhibit "C". SkyView is also being granted an exclusive Purchase Option ("Option") with regard to the other development sites with the Beaumont Development Parcel (including Phase 2 and Phase 3), which Option shall be governed by the terms set forth herein.

1.02 INCORPORATION OF RECITALS AND FINDING OF FACTS.

The above Recitals and Finding of Facts are true and correct, and incorporated herein.

1.03 INCORPORATION OF ATTACHED EXHIBITS AND ADDENDA.

The Exhibits and Addenda attached to this Agreement shall be deemed incorporated in this Agreement.

SECTION 2. DEFINITIONS

2.01 AFFILIATE OF SKYVIEW.

“Affiliate of SkyView” shall mean any legal entity in which SkyView Kissimmee Developer LLC is a member, shareholder, limited partner or otherwise holds any ownership interest.

2.02 ANCILLARY PUBLIC IMPROVEMENTS.

“Ancillary Public Improvements” are those improvements which support the Minimum Development Program and are ancillary to and in addition to Necessary Site Improvements. They include, but are not limited to, demolition of existing structures located on the Beaumont Development Parcel, providing funding for public parking within the Beaumont Development Parcel, relocating stormwater and driveway facilities for the fire station, realigning and re-establishing the street grid serving the Medical District as shown on the revised conceptual plan attached as Exhibit “B”, relocating and resizing subsurface water and sewer utilities to locations a minimum of five (5) feet outside the building envelopes within the Beaumont Development Parcel, amendment or addition of soils if necessary to permit development of Phase 1 as shown in Exhibit “B” and design, permitting and construction of a neighborhood park and open spaces and a master stormwater system serving the entire Beaumont Development Parcel. The responsibility for the construction and cost of each of the Ancillary Public Improvements are set forth in Exhibit “D”.

2.03 Intentionally Omitted.

2.04 CITY CODE.

“City Code” shall mean the Code of Ordinances, including the Land Development Code and/or Form Based Code of the City of Kissimmee.

2.05 CLOSE OR CLOSING.

“Close” or “Closing” shall mean the transfer of title to all or a portion of the Beaumont Development Parcel, as further described herein.

2.06 CLOSING DATE.

“Closing Date” shall have the same meaning as set forth in the Purchase Option Agreement.

2.07 CLOSING COSTS.

“Closing Costs” shall mean customary and reasonable actual closing costs including costs or services directly related to sales, leases, or any other transactions related to or dispositions of

all or a portion of the Beaumont Development Parcel pursuant to the Purchase Option Agreement including, without limitation, brokerage fees and commissions, legal and accounting fees, appraisals, title insurance, surveys, environmental studies and normal prorations.

2.08 COMMENCEMENT DATE.

“Commencement Date” shall have the same meaning as set forth in Section 4.02.

2.09 DEVELOPABLE ACRES.

“Developable Acres” shall mean all of the land within the Beaumont Development Parcel except the fire station, fire station parking lot, existing streets, planned streets, master stormwater improvements and other new Ancillary Public Improvements such as sidewalks, and improved public rights of way which will not be relocated or modified pursuant to the Conceptual Plan.

2.10 DEVELOPMENT PHASE.

“Development Phase” shall mean each of the specific development projects defined in Exhibit “E”.

2.11 DIRECT MAINTENANCE OF LAND.

“Direct Maintenance of Land” shall mean the obligation of the City during the term of this Agreement to maintain the land owned by the City within the Beaumont Development Parcel, as set forth in Section 10.01 herein.

2.12 EFFECTIVE DATE.

“Effective Date” shall mean the date set forth in the first paragraph of this Agreement.

2.13 ENVIRONMENTAL REQUIREMENTS.

“Environmental Requirements” shall have the same meaning as set forth in Section 8.02.

2.14 EXPIRATION DATE.

“Expiration Date” shall have the same meaning as set forth in Section 3.01.

2.15 INTENTIONALLY DELETED.

2.16 FORCE MAJEURE.

“Force Majeure” shall mean any default or delay caused directly or indirectly, by strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of terrorism, fire, flood, earthquake, windstorm or hurricane, elements of nature or acts of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, civil disorders, medical pandemics that require quarantine or social distancing, or any other similar cause beyond the reasonable control of the Parties hereto.

2.17 HAZARDOUS MATERIALS.

“Hazardous Materials” shall have the same meaning as set forth in Section 8.01.

2.18 IMPROVEMENTS.

“Improvements” shall mean improvements on the Beaumont Redevelopment Parcel including, but not limited to certain county public offices to be relocated in the future, and, after relocation, utility lines, easements and other permitted encroachments as shown on the survey attached as Exhibit “F”.

2.19 CITY REPRESENTATIVE

“City Representative” shall mean the person designated by the City to be the point of contact for SkyView.

2.20 MINIMUM DEVELOPMENT PROGRAM.

“Minimum Development Program” shall mean the plan described in the Response to Request for Proposals by SkyView as updated in Exhibit “B” and Exhibit “E” which shall include not less than the following:

Phase 1: 300 multi-family residential units on 7.25 acres and associated amenities (including pool), together with approximately 6.30 acres of public stormwater, park or open space uses approved by the City together with Necessary Site Improvements and Ancillary Public Improvements to support Phase 1, some of which may also support later phases.

Phase 2: 125,000 square feet of mixed-use, commercial, office and/or residential development on 4.15 acres, together with Necessary Site Improvements and Ancillary

Public Improvements to support Phase 2, subject to meeting applicable zoning requirements.

Phase 3: 100,000 square feet of mixed-use, commercial, office and/or residential development on 2.3 acres, together with Necessary Site Improvements and Ancillary Public Improvements to support Phase 3, subject to meeting applicable zoning requirements.

2.21 BEAUMONT DEVELOPMENT PARCEL.

“Beaumont Development Parcel” shall mean the real property described in Exhibit “A” attached hereto and incorporated herein containing approximately 20 gross acres.

2.22 NECESSARY SITE IMPROVEMENTS.

“Necessary Site Improvements” shall mean private driveways, sidewalks, fences, landscaping and buffers, utility connections, and other non-public improvements shown in the plans approved by the City which are required to develop a mixed-use development on the Beaumont Development Parcel consistent with the requirements of the City Land Development Code and/or Form Based Code, and the CRA Design and Technical Standards as they pertain to streets, streetscapes, and sidewalk designs. To the extent any Necessary Site Improvements will be dedicated to the City (for example, sidewalks built in public right of way), certain Necessary Site Improvements will be available to the public.

2.23 INTENTIONALLY DELETED.

2.24 PRICE.

“Purchase Price” shall have the same meaning as set forth in the Purchase Option Agreement.

2.25 PURCHASE OPTION AGREEMENT.

“Purchase Option Agreement” shall mean that agreement attached hereto as “Exhibit “C”.

2.26 REPSONSE TO SOLICITATION.

SkyView’s submittal in response to City’s Solicitation for Proposals for the redevelopment of the Beaumont Development Parcel entitled RFQ2020-006 Beaumont Redevelopment Project.

2.27 TERM

“Term” shall mean the “Initial Term” as set forth in Section 3.01, as may be extended pursuant to Section 3.02.

SECTION 3. TERM OF AGREEMENT.

3.01 DURATION OF TERM.

Unless otherwise terminated early, the initial term of this Agreement for the redevelopment of the entire Beaumont Development Parcel shall be the period commencing as of noon on the Effective Date (also described herein as the “Commencement Date”) and expiring at noon on the date which is five (5) calendar years following the Commencement Date (“Initial Term”), or, if development has commenced and proceeded as contemplated in Section 4.02 hereof, the date on which all improvements to the Beaumont Development Parcel are completed as provided in Section 3.02 below, whichever occurs last.

3.02 EXTENSION.

If construction is not completed during the Initial Term, the Term of this Agreement shall be extended as follows:

A. For construction projects which are in progress, the Term of the Agreement shall extend until such projects are complete, but no longer than twenty-four months from the expiration date of the Initial Term;

B. For portions of the Beaumont Development Parcel which have not been acquired from the City, or which have been acquired from the City but construction has not commenced, the Term of the Agreement shall extend for an additional twenty-four months, provided SkyView requests and the City consents to the extension, which consent will not be unreasonably withheld by the City provided SkyView has continued to work in good faith.

SECTION 4. DESIGN, DEVELOPMENT AND USE OF BEAUMONT DEVELOPMENT PARCEL.

4.01 Phase 1.

Phase 1 of the Project will consist of development of 7.6 acres into a multi-family residential development together with development of additional lands retained by the City for

associated Ancillary Public Improvements and/or Necessary Site Improvements. The 7.6 acre area is generally identified in Exhibit “B” hereto.

4.02 PHASING OF DEVELOPMENT.

The Parties acknowledge that the most efficient and economic development of the Beaumont Development Parcel depends upon numerous factors, such as market orientation and demand, interest rates, competition and similar factors, and that generally it may be most economically beneficial to phase the Project.

Attached hereto as Exhibit “E” is the Development Schedule and Milestones, outlining the anticipated sequence of remaining development activities and a proposed timetable for redevelopment. SkyView shall have the right to acquire the acreage on which subsequent phases outlined in Exhibit “E” are to be built pursuant to the Purchase Option Agreement. The terms of the Purchase Option Agreement are set forth in Section 6 hereof. The Parties acknowledge that SkyView’s ability to develop pursuant to the Development Schedule set forth in Exhibit “E” is expressly conditioned upon funding and completion of the Ancillary Public Improvements within the time frames set forth in Exhibit “E”. Nothing herein shall prohibit the simultaneous development of multiple uses/phases nor the re-ordering of the development sequence provided the initial take down and development of property by SkyView shall include Phase 1, and the outside date for completion of development set forth in Exhibit “E” shall not be extended except as set forth herein.

The timing of the demolition and discontinuance of use of the various structures is included in Exhibit “E”.

4.03 DEVELOPMENT PLAN.

With the cooperation and input of SkyView, the City will review and process on an expedited schedule a replat of the Beaumont Development Parcel and concurrently will review and process a Site Plan for the Beaumont Development Parcel. The Site Plan will be consistent to the greatest extent practicable with the Form Based Code requirements applicable to the Beaumont Development Parcel per the City Code. Notwithstanding the foregoing, the City, consistent with the flexibility provided within the City Code, may approve waivers as provided in the Form Based Code applicable to the Beaumont Development Parcel as further depicted in the updated concept plan attached hereto as Exhibit “B”. Such revised Site Plan shall be and remain consistent with the Minimum Development Program set forth herein and the concept plan attached so that the intent of the Response to Solicitation is fully implemented. The development shall be designed and developed with interior and exterior finishes for the residential and commercial components of the

development typical for Class A market rate rental multifamily and commercial development in the Kissimmee Area.

4.04 DESIGN SERVICES.

SkyView shall be responsible for procuring the design of the redevelopment of the overall master conceptual plan for the Beaumont Development Parcel and for the design of the buildings constructed on Phase 1 as set forth in the Response to Solicitation and as further depicted in the revised concept plan attached hereto as Exhibit "B". The architectural design for the Beaumont Development Parcel shall support the goals of the CRA Plan and shall be and remain consistent with the Minimum Development Program incorporated in the Response to Solicitation as modified herein. In connection with submittals for permitting, SkyView shall submit to the City in advance of Development Review Committee hearings sufficient documentation to permit the City Representative to complete review of the design for consistency with this Agreement, the CRA Plan's goals and objectives, and City Code and standards, including drawings similar to the conceptual renderings of the proposed improvements included with the Response to Solicitation. City approval of plans and issuance of necessary permits shall not be unreasonably withheld or delayed. The standard of care for architectural and engineering services performed shall be judged by a standard of care that is consistent with the standards and quality prevailing among first-rate, qualified architectural and engineering firms engaged in projects of similar size and complexity.

4.05 DEVELOPMENT MANAGER SERVICES.

SkyView shall serve as the Development Manager and shall employ a general contractor to oversee the construction of the improvements. SkyView is professionally qualified to act as the Development Manager for the Project and will ensure that all contractors, sub-contractors, project managers and others engaged in the Project (the "Construction Service Providers") have and maintain any and all licenses, permits, insurance, and other authorizations necessary to complete the Project and perform the services required hereunder. SkyView shall contractually require the Construction Service Providers to review all design and construction documents generated in connection with the Project and to become familiar with the Beaumont Development Parcel and the local conditions under which the Project is to be constructed. SkyView will employ Construction Service Providers with the capability and experience, including sufficient qualified and competent supervisory personnel, to efficiently and timely accomplish the redevelopment and perform the services required hereunder. SkyView shall comply, and shall contractually require all Construction Service Providers to comply, with all Applicable Laws. The City Representative may review and approve all Construction Service Provider contracts for the construction of Ancillary Public Improvements, which review shall not be unreasonably delayed and which approval shall not be unreasonably withheld.

SkyView will include a requirement in each Construction Service Provider contract for Ancillary Public Improvements that the Construction Service Provider warrant to the City that all labor furnished to perform the redevelopment under this Agreement will be competent to perform the tasks undertaken, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the work will be of good quality, free from faults and defects, and in strict conformity with this Agreement. Construction Service Providers will be required to acknowledge that any work not strictly conforming to these requirements may be considered defective. All obligations related to or arising from all representations and warranties made to the City shall be obligations of, and shall be deemed incorporated in, the performance bond furnished by the Construction Service Providers for the benefit of SkyView and the City. For purposes of this Agreement, City and SkyView agree that the measure of quality shall be compliance with the requirements of this Agreement and compliance with building permits and construction sufficient to pass the City building department inspections during construction; issuance of a certificate of occupancy by the City shall be deemed to be satisfaction of the construction quality requirements set forth herein. Notwithstanding the foregoing, nothing herein shall limit or impair the rights of SkyView or the City under any warranties, bonds or guaranties provided by a Construction Service Provider.

SkyView shall cause the services and the work required by this Agreement, to be performed by Construction Service Providers and shall be responsible for the construction of the Project in strict conformity with the requirements of this Agreement, and shall pay for all labor, supervision, materials, supplies, furnishings, equipment and things required by this Agreement except for the costs that are the responsibility of the City per Exhibit "D".

SkyView shall cause the Construction Service Providers to perform the services and work at a level, and be judged by a standard care, that is consistent with the standards and quality prevailing among construction management and general contracting firms licensed in Florida with experience in projects of similar size and complexity. SkyView shall carry out and complete the services and work in an efficient, economical and timely manner, as expeditiously as is consistent with the level of skill and care required hereby, and in strict accordance with this Agreement.

4.06 TITLE TO IMPROVEMENTS.

Certain Necessary Site Improvements, and Ancillary Public Improvements, anticipated to be constructed by SkyView will be constructed on, affixed to or buried in the property and will become or remain the property of the City. Accordingly, all must be constructed and installed so as to conform to City Codes and standards.

4.07 UTILITY RELOCATION AGREEMENTS.

If necessary to facilitate redevelopment in accordance with the approved Site Plan, City and SkyView shall cooperate to obtain any required utility relocation agreements with utility providers.

SECTION 5. DEVELOPMENT OF BEAUMONT DEVELOPMENT PARCEL.

5.01 LAND PARCELS.

SkyView has become familiar with the real property site and the local conditions on which the redevelopment is to occur and the impact on the project to be constructed and operated.

Notwithstanding the foregoing, the City acknowledges that certain mineral rights reservations, parking rights, unknown subsurface soil conditions or buried structures, above ground and sub-surface utilities and encroachments may exist ("Unknown Defects") which the City and SkyView will cooperate to remove, correct or re-locate to the extent necessary to permit development consistent with the updated Concept Plan attached hereto as Exhibit "B". If such Unknown Defects are identified, SkyView shall work with Construction Service Providers and consultants to develop a plan to cure or otherwise resolve the Unknown Defects and shall propose a course of action to the City. The Parties shall cooperate to identify and implement the most cost-effective and expedient means to relocate, remove, repair or release said Unknown Defects within the time frames established in Exhibit "D". The Parties agree that if the cost to implement the selected remedy is Fifty thousand Dollars (\$50,000.00) or less, the cost shall be the responsibility of SkyView. If the cost to implement the selected remedy exceeds Fifty Thousand Dollars (\$50,000.00), the City shall bear the costs of remedying the Unknown Defect, but such City costs shall not exceed, in the aggregate, Five Hundred Thousand Dollars (\$500,000.00) without further approval by the City Commission. Upon receipt of approval of the plan by the City, and upon determining availability of funding to cover the costs of remedying the Unknown Defect, SkyView shall cause the approved course of action to be implemented as part of its Development Manager responsibilities, unless the Parties agree that the City will undertake any portion of the work directly.

5.02 NO OBLIGATION TO REMEDIATE.

SkyView shall have no obligation to undertake any environmental remediation of Hazardous Materials on the Beaumont Development Parcel if, (i) such Hazardous Materials existed on site prior to the Commencement Date and SkyView has not caused, permitted, contributed to or exacerbated the presence of such Hazardous Materials; or (ii) such Hazardous Materials have migrated onto the site from an off-site source, without SkyView's knowledge and SkyView has not caused, contributed to or exacerbated the presence of such Hazardous Materials. Without limiting the generality of the foregoing, SkyView may assist the City in remediation of the asbestos identified in the Phase I Environmental Site Assessment, dated January 24, 2020 and

prepared by Professional Services Industries, Inc. (PSI project #06634795), by hiring a licensed asbestos remediation contractor in conjunction with demolition of the structures, which contractor shall be approved by the City Representative but such approval shall not be unreasonably withheld or delayed, but the land will not be conveyed to SkyView by the City until the remediation is complete.

SkyView shall have no obligation to close on any portion of the Property which has not been remediated by others to satisfy residential clean up standards promulgated by the State of Florida.

5.03 SKYVIEW PLATS.

In connection with obtaining the approvals of the Site Plan, SkyView may cause each of the development phases to be re-platted, approved by the City of Kissimmee and recorded in the Public Records of Osceola County.

All or any portion of any right of way on, through or adjacent to the Beaumont Development Parcel that would by operation of law accrue to the Phase 1, Phase 2 or Phase 3 parcels upon the vacation or abandonment of the same by the City shall be deemed a part of such parcel.

To the extent that encroachments and/or irregularities exist on the boundaries of the Beaumont Development Parcel, the City agrees to use best efforts to remove encroachments and/or acquire title to sufficient land to permit development as shown on Exhibit "B". Identified encroachments and boundary irregularities are depicted on Exhibit "F".

5.04 EASEMENTS.

City reserves to itself and any third party operating at the direction and under the supervision of the City the right to install utilities upon areas of the Beaumont Development Parcel identified in the approved development plans for such uses or to grant easements for utilities on the Beaumont Development Parcel consistent with development plans, provided that the granting and use of such easements does not materially interfere its use of the Beaumont Development Parcel in the furtherance of the obligations undertaken by SkyView by reason of this Agreement. Consistent with the terms stated here, SkyView consents to such installations by the City or any third party operating at the direction and under the supervision of the City.

5.05 NO OTHER EASEMENTS OR AGREEMENTS.

To the best of City's knowledge and belief, other than those agreements described above, and those identified in the title report previously provided to SkyView, there are no other

easements over, under, through or within the Beaumont Development Parcel nor any other rights or claims related to the use or control of the Beaumont Development Parcel that will not be relocated prior to construction of further development on the Beaumont Development Parcel. If a subsequent update to title report reflects the presence of a nondisclosed easement, agreement or other encumbrance, the identification of such easement, agreement or other encumbrance shall not constitute a default under this Agreement, nor of the limited warranty given here, but such limited warranty shall be deemed to be amended to include the presence of the previously non-disclosed easement, agreement or other encumbrance. Notwithstanding the foregoing, in the event a nondisclosed easement, agreement or other encumbrance prevents or delays SkyView's ability to perform its obligations herein or if the City fails to complete or pay for the Ancillary Public Improvements and Necessary Site Improvements for which it has responsibility as set forth in Exhibit "D", the development schedule shall be amended to permit SkyView and/or the City to complete the Ancillary Public Improvements and Necessary Site Improvements, cure or otherwise remedy any undiscovered easement, agreement or encumbrance to permit continued redevelopment. Other than liens filed in association with City funded construction projects on the Property, City will be under no obligation to cure or otherwise remedy any easement, agreement or other encumbrance by reason of its identification in this Agreement or the referenced title report, or a future title update, but such obligation will arise, if at all, only if and when there is a Purchase Option Agreement for a Development Phase and then only to the extent addressed in and required by the terms of the Purchase Option Agreement.

SkyView will cause the title agent to request an update to the title report within sixty (60) days of the Effective Date; The City will be responsible for the cost of the update. In the event a previously undisclosed easement, agreement or encroachment is unacceptable to SkyView in its sole discretion, and the City is unwilling or unable to cure or otherwise remedy such easement, agreement or other encumbrance after notice from SkyView of the unacceptable condition, SkyView shall have the right to terminate this Agreement, receive a refund of any deposits paid in connection with any Purchase Option Agreements executed for any development phase, and shall be relieved of any obligations under this Agreement.

5.06 USE OF BEAUMONT DEVELOPMENT PARCEL.

SkyView may use such portions of the Beaumont Development Parcel as are reasonably related to or required to allow the construction of those portions of the Necessary Site Improvements, Ancillary Public Improvements, and other construction activities contemplated to be completed by SkyView under this Agreement provided that such uses are consistent with this Agreement, the Site Plan, and the Purchase Option Agreement. SkyView shall not knowingly bring Hazardous Materials or substances or permit any Hazardous Materials or substances to be brought onto the Beaumont Development Parcel without prior written approval of the City, which approval may be withheld at the sole and absolute discretion of the City.

5.07 ACCESS GRANTED.

City does hereby agree to make the Beaumont Development Parcel available to SkyView in its capacity as Master Developer/Development Manager to the extent reasonably required to allow SkyView to cause the demolition of existing structures and the construction of Necessary Site Improvements, the Ancillary Public Improvements and to take all other actions permitted under this Agreement and the Purchase Option Agreement. Accordingly, upon approval of this Development Agreement, City shall grant to SkyView and SkyView's Construction Service Providers a non-exclusive temporary construction and access easement, generally in the form attached hereto as Exhibit "G", over the Beaumont Development Parcel for the purpose of constructing and/or utilizing the Ancillary Public Improvements and Necessary Site Improvements for each phase of the Project. This easement shall become effective on the Commencement Date and shall automatically terminate upon Termination of this Agreement or upon completion of all Ancillary Public Improvements and Necessary Site Improvements, constructed on City owned property, whichever occurs last.

At such time, and from time to time, as SkyView or an Affiliate of SkyView acquires any portion of the Beaumont Development Parcel, then to the extent that any other portion of the Beaumont Development Parcel would be rendered inaccessible or difficult to access for development consistent with the Response to Solicitation, City shall reserve for benefit of itself, its successors and assigns and SkyView and its successors and assigns, access rights for the remaining portion of the Beaumont Development Parcel to ensure access to a public street for so long as the same is needed in order to complete the redevelopment of the Beaumont Development Parcel as contemplated under this Agreement.

During construction, SkyView shall be entitled to stage construction materials and equipment in the locations set forth in Exhibit "H" pursuant to a temporary license for use to be executed between SkyView and the City generally in the form of the Property Use Agreement attached hereto as Exhibit "I". SkyView shall also be entitled to utilize the building(s) identified in Exhibit "H" for construction offices during the term of the Agreement. Following completion of construction, the staging areas will be returned to the condition they are in at commencement of use by SkyView. In the event offsite construction staging is required for Phase 2 or 3, the City and SkyView agree to work together to identify City owned property that can be used by SkyView for staging.

5.08 RIGHT OF ENTRY.

The City retains the full right of entry in and to the Beaumont Development Parcel for any purpose necessary, incidental to or in connection with its obligations hereunder, including (i) performing Direct Maintenance of Land (ii) exercising its governmental functions, or (iii)

conducting such inspections as the City in its discretion deems necessary. Once construction of the Necessary Site Improvements or the Ancillary Public Improvements associated with any Development Phase has commenced, then except in the case of an emergency, the City agrees to notify SkyView within a reasonable time in advance of all entries into that portion of the Beaumont Development Parcel under active development so as to minimize disturbance to the same. The City's right of entry includes access for the City's contractors, employees and/or agents and third parties acting with permission of the City.

SECTION 6. PURCHASE OPTION AGREEMENT

6.01 CITY SHALL NOT SELL BEAUMONT DEVELOPMENT PARCEL

During the term of this Agreement, except as is consistent with this Agreement, the City shall not enter into any contract or agreement to sell, convey or otherwise dispose of all or any portion of the Beaumont Development Parcel except as provided herein.

6.02 INTENTIONALLY DELETED

6.03 GRANT OF OPTION.

For the duration of this Agreement, the City grants to SkyView an option through the Purchase Option Agreement (the "Option") to purchase all of the Developable Acres in the Beaumont Development Parcel. The Beaumont Development Parcel may be acquired in one or more transactions, provided each such transaction must convey by platted lot or metes and bounds legal description a specific area within the Beaumont Development Parcel. Acquisition of the Beaumont Development Parcel shall be deemed to include all rights, privileges and easements appurtenant to the Beaumont Development Parcel (or portion thereof) acquired in the transaction. When SkyView desires to acquire all or any portion of the Beaumont Development Parcel Site pursuant to the Purchase Option Agreement, SkyView shall deliver to the City a completed purchase agreement substantially in the form of the purchase agreement included as an exhibit to the Purchase Option Agreement. Each parcel acquired as set forth herein shall be deemed an Option Parcel. For the absence of doubt, nothing herein shall require or prohibit the Beaumont Development Parcel from being acquired in a single transaction or multiple transactions, but any conveyance of an Option Parcel shall be subject to the terms of the Purchase Option Agreement as described below, and the initial take down by SkyView shall include the real property on which Phase 1 shall be constructed. The acquisition schedule shall, subject to the requirements of the Purchase Option Agreement, be determined in the sole discretion of SkyView.

The Purchase Option Agreement contains additional terms and conditions upon which the Option is granted. One material term of the Purchase Option Agreement is the reconveyance provision. The reconveyance provision provides that any property acquired pursuant to the

SkyView Purchase Option shall be subject to the City's right of reconveyance, as further described in the Purchase Option Agreement and providing in material part that if vertical development has not commenced on an Option Parcel(s) within twelve (12) months of Closing on that Option Parcel, unless such period is extended as a result of an act of Force Majeure, SkyView (or if SkyView has assigned its purchase agreement to a third party), the third party purchaser will, at the request of the City, convey the Option Parcel(s) back to the City. This reconveyance provision will be included in the deed and be subordinated only to taxes, assessments and mortgages of record incident to the acquisition by the Grantee under the deed of the Option Parcel. Notwithstanding the foregoing, by its terms, the reconveyance condition shall be deemed satisfied on the earliest to occur of the payment of impact fees, or issuance of a building permit, for an Option Parcel.

Once an Option Parcel is purchased by SkyView, an Affiliate of SkyView, or an approved third party as permitted pursuant to Section 11, Assignment, subject only to the reconveyance obligation, the purchaser of the Option Parcel shall be deemed to have vested its rights with regard to the acquired parcel, and all rights and agreements between the Parties applicable to the acquired parcel shall accrue to the purchaser without regard to subsequent expiration or other termination of this Agreement.

SECTION 7. TERMINATION.

This Agreement may be terminated by the City if SkyView fails to construct the development consistent with the Development Schedule set forth in Exhibit "B". Prior to such termination, the City shall provide SkyView sixty (60) days written notice, which notice may be withdrawn if SkyView either commences construction or amends Exhibit "B" with the consent of the City prior to the expiration of the sixty (60) day period, or such additional time as agreed to by the Parties. Termination of this Agreement shall not impair any of SkyView's rights to or ownership of the all or any portion of the Beaumont Development Parcel, subject only to the reconveyance requirement, if this Agreement is terminated after SkyView closes on the such parcel.

SECTION 8. ENVIRONMENTAL REQUIREMENTS.

8.01 ENVIRONMENTAL REMEDIATION.

SkyView shall not be obligated pursuant to this Agreement to perform or pay for any environmental remediation, nor shall anything in this Agreement affect any pre-existing obligation of the City to perform environmental remediation work.

Notwithstanding the foregoing, as of the Effective Date there is required asbestos remediation of the onsite structures required prior to demolition of the structures that has not

been completed. SkyView has agreed to retain an asbestos remediation contractor to cause the removal of the asbestos at the City's cost prior to conveyance of the property to SkyView. Other than the asbestos remediation work, the City has caused environmental review of the Beaumont Development Parcel and has determined that any required environmental remediation has been completed and has received "no further action" determinations, indemnities or releases from federal or state environmental regulatory agencies in connection with any environmental remediation undertaken on the Beaumont Development Parcel. The City has provided copies of such environmental review documentation, assurances, "no further action" determinations, indemnities or releases to SkyView. SkyView is entitled to rely on such determinations.

Notwithstanding any provision in this Agreement, the City shall retain all rights it may have against any person or entity, pertaining to the presence or alleged presence, now or in the future, of any Hazardous Materials at, on, under or about the Beaumont Development Parcel, including all rights to enforce any provisions of any agreements or licenses that the City Attorney, in his or her sole discretion, deems necessary or appropriate to: (i) compel compliance with Environmental Requirements as defined in Section 8.02 herein; (ii) recover any of the City's costs of environmental investigation and remediation; and/or (iii) assert any claims or defenses related to environmental conditions at Beaumont Development Parcel in any existing or future administrative, judicial or arbitration proceedings.

8.02 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS.

SkyView and the City shall each, in conducting any activity on the Beaumont Development Parcel, comply with all applicable local, state or federal environmental rules, regulations, statutes, laws or orders, as amended from time to time (collectively "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. For purposes of this Agreement, the terms "Hazardous Materials" shall mean asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), used oil or any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any rules or regulations promulgated pursuant to such statutes.

Neither SkyView nor the City will knowingly cause, and both the City and SkyView will prohibit any discharge or disposal of any Hazardous Materials, above government approved levels, to storm or sanitary sewer systems, or ground water flowing through or discharging onto the Beaumont Development Parcel, or to the lands that comprise the Beaumont Development Parcel.

SkyView shall make available for the City's review and approval all documents and materials that SkyView prepares pursuant to any requirement under this Section. The City's

approval shall be required prior to SkyView submitting any such documents or materials to any governmental agency, except where such prior approval would prevent SkyView from complying in a timely manner with any requirement to file any notice or report regarding any release or threatened release of Hazardous Materials at, on, under or about the Beaumont Development Parcel. SkyView shall provide to the City copies of all, such notices and reports of releases or threatened releases when they are filed with the appropriate governmental agency.

SECTION 9. SKYVIEW RESPONSIBILITIES

9.01 COMPLIANCE WITH ALL LAWS AND REGULATIONS.

SkyView agrees not to use or permit the Beaumont Development Parcel to be used for any purpose prohibited by laws of the United States, the State of Florida and the City, or not authorized hereunder, and it further agrees that it will use the Beaumont Development Parcel in accordance with all applicable federal, state and local laws, rules and regulations adopted by the City. SkyView further agrees to submit any report or reports or information which the City is required by law or regulation to obtain from SkyView or which the City Representative may reasonably request relating to SkyView's operations.

9.02 RESTRICTIONS ON CHANGES AND ALTERATIONS.

SkyView agrees not to commence construction on Phase 1 or any other portion of the Beaumont Development Parcel without first obtaining all regulatory approvals, licenses, permits or the like in order to fully comply with all applicable laws, statutes, ordinances, codes and regulations governing the activity proposed to be undertaken by SkyView.

9.03 NOISE, ODORS, VIBRATIONS AND ANNOYANCES.

SkyView shall conduct its operations in an orderly and proper manner so as not to commit any unreasonable nuisance on the Beaumont Development Parcel or annoy, disturb or be offensive to others in the vicinity of the Beaumont Development Parcel and shall take all reasonable measures to eliminate or mitigate any unusual, nauseous or objectionable noise, gases, vapors, odors and vibrations associated with SkyView's construction activities. Notwithstanding the foregoing, the parties acknowledge that during construction of Necessary Site Improvements, Ancillary Public Improvements, and vertical construction of the building pads, customary construction practices may result in noise, odor, vibration, and disruption of the Beaumont Development Parcel and surrounding area and as a result SkyView may request the City close certain roads from time to time in accordance with City procedures to minimize risk of harm to the public and to expedite construction activities. SkyView will use its best efforts to plan and implement the required construction so as to minimize both the extent and duration of the noise, odors, vibrations and annoyances during the construction process.

9.04 NO LIENS.

SkyView shall not agree to the imposition of any mortgage, deed of trust, lien or encumbrance on this Agreement or any portion of the Beaumont Development Parcel which has not been purchased by SkyView, an approved Affiliate or Third Party Purchaser without the prior written consent of the City. Additionally SkyView shall not permit any lien on SkyView land if such lien or foreclosure on lien would harm the remaining City owned parcels. SkyView acknowledges and agrees that it has no authority to mortgage, pledge or encumber the City's interest in the Beaumont Development Parcel. The purchase agreement executed pursuant thereto for all or a portion of the Beaumont Development Parcel shall not constitute a lien or an encumbrance for purposes of this Section.

9.05 COVENANTS CONDITIONS & RESTRICTIONS.

Without the prior written approval of the City, which shall not be unreasonably withheld or delayed, no owners association or covenants, conditions and restrictions shall be imposed on or recorded against the Beaumont Development Parcel as a whole as long as any portion of the Beaumont Development Parcel is owned by the City. Lands within the Beaumont Development Parcel which are not owned by the City are not subject to this restriction.

9.06 UTILITY SERVICES.

It is recognized that water, sewage disposal, wastewater disposal, gas, electricity, light, heat, power, telephone or other utility services (collectively "utility services") exist on or adjacent to the Beaumont Development Parcel to serve nearby development. As such, SkyView agrees that during the development of the Necessary Site Improvements and/or Ancillary Public Improvements, and during the Development Phases it shall, in consultation with the City, take all reasonable and appropriate steps to ensure the least amount of disruption in utility services to existing development located nearby and facilities developed within the Beaumont Development Parcel. SkyView shall coordinate the timing and extent of the development impacts with the City so as to minimize disruption and inconvenience to such users and provide notice to the City detailing the timing and duration of the development impacts and the likely duration of any interruption in utility services as a result of such development activities. Notwithstanding the foregoing, SkyView shall not be liable for any claims, causes of action, damages or attorney's fees resulting from the disruption of utility services provided SkyView has not been grossly negligent, and has complied with the all applicable provisions of the City Code, the provisions of this Section and applicable permit requirements imposed by the City authorizing the construction of the Necessary Site Improvements and/or Ancillary Public Improvements.

9.07 INSURANCE AND SUBROGATION.

Prior to the commencement of construction of the Necessary Site Improvements or Ancillary Public Improvements, and the Development Phases SkyView shall procure and maintain insurance policies providing coverage consistent with Exhibit "J" attached hereto and incorporated

herein by this reference for general commercial liability, professional services, and directors' and officers' liability. The general commercial liability and professional services policies shall list the City as an additional insured. SkyView shall cause a certificate of insurance in the standard industry form to be executed by SkyView's insurance carrier or broker and such certificate shall be delivered to and maintained throughout the term hereof, as may be extended. Upon the City Representative's request, SkyView shall make copies of the insurance policies available for review at the City Representative's office. If the insurance policies referred to in this section require an endorsement to provide for continued coverage where there is a waiver of subrogation, then SkyView shall cause any such policies to be so endorsed.

The City and SkyView each waive any rights of subrogation that either party may have with respect to insurance proceeds received by the other party.

9.08 INTENTIONALLY DELETED.

SECTION 10. CITY RESPONSIBILITIES

10.01 MAINTENANCE OF PUBLICLY DEDICATED AREAS.

Upon City's acceptance of a dedication of public spaces, including but not limited to, open space, right-of-way, and other public areas within the Beaumont Development Parcel, the City shall be responsible for maintenance of such areas. The City is under no obligation to accept such areas for maintenance unless and until all conditions regularly applied and considered by the City in evaluating the suitability of such areas for ongoing maintenance have been met and after review, accepted by the City in the ordinary course.

10.02 MOBILITY/ IMPACT FEE CREDITS

In all events, when calculating the anticipated public facilities impacts of new development on the Beaumont Development Parcel for purposes of determining applicable impact fees, prior uses and their impacts on public facilities will be considered. Credit for prior uses will be determined pursuant to existing city ordinances with regard to mobility fees and parks and recreation impact fees and will be allocated to each Development Phase within the Beaumont Development Parcel to the greatest extent permissible thereby.

10.03 CITY SUPPORT OF ECONOMIC DEVELOPMENT AND WORKFORCE HOUSING.

In order to facilitate advancing the goals of the CRA Plan, City will provide economic development incentives to SkyView as outlined in Exhibit "D" including but not limited to a

reduction or waiver of building permit fees, a reduction or waiver of parks and recreation impact fee credits, additional public parking, funding for completion of the Ancillary Public Improvements, reduction or waiver of mobility fees, and funding pursuant to the available CRA funding, grants and incentive programs. In order to increase the availability of workforce housing located in proximity to the Medical District, the City shall provide economic support for development of 5% of the units in Phase I as workforce housing affordable to household with incomes between 80-120% of Area Median Income, with a minimum of sixteen (16) units available for households with incomes at 80% AMI. ("Workforce Units"). City support is described in Exhibit "D". SkyView Kissimmee I, LP., its successors, heirs or assignees, will provide an annual report to the City documenting income verification for residents of Workforce Units.

SECTION 11. ASSIGNMENT

11.01 ASSIGNMENT.

An Assignment occurs when SkyView assigns a portion of its interest in this Agreement. SkyView shall not assign this Agreement, nor any interest arising herein, without the prior written consent of the City. If SkyView desires to assign a portion of its interest in this Agreement to a third party and SkyView will remain the party directing the redevelopment of the Beaumont Development Parcel (i.e. a partial assignment to bring another party, such as an alternate developer for Phase 3, or a transfer of interests made in connection with financing the development), then such assignment will be subject to the review and approval of the City, but such approval shall not be unreasonably withheld or delayed. In conjunction with development of the design documents, the Parties agree to jointly identify quality criteria required for Phase 3 to be built onsite prior to any assignment occurring, and any such assignment will be subject to compliance of the assignee with the quality criteria established by the Parties.

If SkyView desires to assign all or a material portion of its interest in this Agreement to a third party whereby SkyView would cease to be the party responsible for the overall redevelopment of the Beaumont Development Parcel, then such an assignment shall be subject to the review and approval of the City, but the City may in such instance, withhold its consent in its sole and absolute discretion.

An assignment by SkyView of all or any part of SkyView's interest under this Agreement by operation of law or otherwise **shall not** include SkyView's right to exercise its Purchase Option unless specifically agreed to in writing by the City. Any attempt by SkyView, except as permitted herein, to assign or in any way transfer its interest in this Agreement, in whole or in part, without such prior written consent of the City shall, at the option of the City, constitute a default under this Agreement and all rights of SkyView hereunder shall be determined pursuant to the requirements

of Section 13.01 below. Any consent by the City to a transfer by SkyView shall not be deemed a consent to any subsequent transfer.

Upon a permitted assignment, the Assignee shall assume the rights and obligations of SkyView; if SkyView retains any interest in this Agreement, an Assignee's Default hereunder shall not impair SkyView's remaining rights and obligations under this Agreement, and the City shall not be entitled to enforce remedies against SkyView unless SkyView independently defaults under the Agreement.

SECTION 12. INDEMNITY, INSURANCE AND BONDS

12.01 INDEMNITY.

SkyView hereby agrees to release and indemnify and save harmless the City, its officers, agents, employees and elected and appointed officials from and against any and all loss of or damage to property, or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, damages, suits, costs, expense, liability, actions, penalties or proceedings of any kind or nature whatsoever, including worker's compensation claims, of or by anyone whomsoever, in any way resulting from, or arising out of SkyView's operations in connection herewith or SkyView's use or occupancy of any portion of the Beaumont Development Parcel and including acts and omissions of officers, employees, representatives, suppliers, invitees, contractors and agents of SkyView.

The City, in turn, and subject to the limitations of applicable law, agrees to indemnify SkyView, its officers, agents, and employees from damages resulting solely from (1) the sole negligence or intentional misconduct of the City's officers, agent and employees; or (ii) the City activities on the Beaumont Development Parcel.

SECTION 13. DEFAULT, CURE AND REMEDIES

13.01 DEFAULT BY SKYVIEW.

A. SkyView shall be in default under this Agreement if SkyView:

(i) Becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or

(ii) Transfers its interest under this Agreement in contravention of the requirements of Section 11 of this Agreement; or

(iii) Suffers any lien or attachment to be filed against the Beaumont Development Parcel because of any act or omission of SkyView, and is not discharged or contested by SkyView in good faith by proper legal proceedings within ninety (90) days after receipt of notice thereof by SkyView; or

(iv) Fails to keep, perform and observe any promise, covenant or agreement set forth in this Agreement, the Purchase Option Agreement or any purchase agreement for Phase 1, 2 or 3 and such failure continues for a period of more than ninety (90) days after delivery by the City of a written notice of such breach or default, except where a shorter period is specified herein. Furthermore, if SkyView's fulfillment of its obligation requires activity over a period of time and SkyView within ten (10) days of notice commences in good faith to perform whatever may be required to correct its failure to perform and continues its performance without interruption except for causes beyond its control then such performance by SkyView will absolve SkyView of being in default under this Agreement as to the matter notice and for which SkyView has commenced the cure.

Notwithstanding the foregoing, a default shall not impair, restrict, prohibit or otherwise affect the rights of SkyView to continue development of real property which has been purchased from the City pursuant to the terms of any purchase agreement prior to the date of the default.

13.02 DEFAULT BY CITY.

(A) City shall be in default under this Agreement if:

(i) City enters into any agreement with a third party that materially encumbers, devalues or otherwise adversely affects the Beaumont Development Parcel Site without SkyView's express written consent and/or waiver of SkyView's rights under this Agreement or the Purchase Option Agreement; or

(ii) City fails to keep, perform and observe any promise, covenant or agreement set forth in this Agreement, the Purchase Option Agreement or any purchase agreement for Phases 1, 2 and/or 3 and such failure continues for a period of more than ninety (90) days after delivery by SkyView of a written notice of such breach or default, except where a shorter period is specified herein. Further, where the City's fulfillment of its obligation requires activity over a period of time and the City within ten (10) days of notice commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control then such performance by the City will absolve the City of being in default under this Agreement as to the matter noticed and for which the City has commenced the cure.

13.03 REMEDIES.

(A) If SkyView defaults under Section 13.01, the City may exercise any one or more of the following remedies:

(i) The City may elect to allow this Agreement to continue in full force and effect and to enforce all of the City's rights and remedies hereunder; or

(ii) The City may cancel and terminate this Agreement and the Purchase Option Agreement in the manner specified therein, provided thirty (30) days written notice is given to SkyView of its election to terminate, at the end of which time all the rights hereunder of SkyView shall terminate, unless the default, which shall have been stated in such notice, shall have been cured within such thirty (30) day period or where fulfillment of SkyView's obligation requires activity over a period of time and SkyView within ten (10) days of notice commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control, then such performance will absolve SkyView of being in default under this Agreement as to the matter noticed and for which SkyView has commenced the cure.

(iii) If City exercises the right to terminate by reason of a default by SkyView, and SkyView fails to timely cure such default, then the City will have the right, but not the obligation, to acquire from SkyView at SkyView's actual cost any engineering or development plans prepared by SkyView or consultants working with SkyView and pertaining to all or any portion of the Beaumont Development Parcel owned by the City so as to enable the City to continue the redevelopment of the Beaumont Development Parcel in a manner consistent with the redevelopment undertaken and completed at the time of the default by SkyView.

(B) If City defaults under Section 13.02, SkyView may exercise any one or more of the following remedies:

(i) SkyView may elect to allow this Agreement to continue in full force and effect and to enforce all of SkyView's rights and remedies hereunder; or

(ii) SkyView may cancel and terminate this Agreement and the Purchase Option Agreement in the manner specified therein, provided thirty (30) day's written notice is given to City of its election to terminate, at the end of which time all the rights hereunder of the City shall terminate, unless the default, which shall have been stated in such notice, shall have been cured within such thirty (30) day period. Where fulfillment of City's obligation requires activity over a period of time and the City, within ten (10) days of notice, commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control, then such performance will

absolve the City of being in default under this Agreement as to the matter noticed and for which the City has commenced the cure.

For any Development Phase in which SkyView has not yet acquired the real property on which the phase shall be constructed, within thirty (30) days of termination, SkyView shall submit to the City documentation of the actual costs incurred by SkyView prior to the City default. Actual costs shall include costs associated with Development Phases, including but not limited to amounts paid to third parties for engineering, architectural, legal and project management services, and construction costs for Ancillary Public Improvements under construction or installed prior to default. The City will reimburse SkyView for documented actual costs, provided however that the City's obligation to reimburse SkyView for actual costs shall not exceed five hundred thousand dollars (\$500,000.00).

For any Development Phase in which SkyView has acquired the real property on which the Development Phase is to be constructed, upon the City's default and SkyView's election to terminate, at SkyView's request, the City agrees to reimburse Seller for documented actual development and construction costs incurred by SkyView prior to the City default, which costs may include amounts paid to third parties for engineering, architectural, legal and project management services, financing costs, and all construction costs for development of the Project. At SkyView's request, the City also agrees to return the balance of the purchase price to SkyView and to accept reconveyance of the real property, AS-IS, and SkyView shall thereafter have no further obligation under this Development Agreement or the Purchase Option Agreement.

Should SkyView and the City concurrently be in default, and neither party is able to cure such defaults in accordance with this Agreement, then the Parties shall initially attempt in good faith to negotiate a resolution as to the appropriate remedies given the extent of such defaults, failing which the same shall be settled by a reputable person mutually agreed upon by parties and, in case of further disagreement, with an arbitration board of three persons, one to be selected by each party to this Agreement and a third to be selected by the other two arbiters.

Notwithstanding the foregoing, the City's obligation to fund costs associated with Ancillary Public Improvements listed in Exhibit "D" as City funded improvements for Phase 1 shall not terminate by Skyway's termination of this Agreement as a result of City's default, but such obligation shall be limited as to Phase 1 to Five Million, Nine Hundred Thousand Dollars (\$5,900,000.00) without further approval of the City Commission, and the City agrees to reimburse SkyView for all actual costs incurred in connection with planning, design and construction of those Ancillary Public Improvements. The City will also reimburse SkyView for documented actual costs associated with resolving Unknown Defects pursuant to Section 13.03.

13.04 WAIVERS.

No failure of the City to insist upon the strict performance of a term, covenant or agreement contained in this Agreement, nor any failure by the City to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment during the continuance of any default by SkyView shall constitute a waiver at a future date of any such term, covenant or agreement or a waiver of any such right or remedy the City may have against SkyView at a future date. In like manner, no failure by SkyView to insist upon the strict performance of a term, covenant or agreement contained in this Agreement, nor any failure by SkyView to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment or performance which continues after a default by the City shall constitute a waiver at a future date of any such term, covenant or agreement or a waiver of any such right or remedy that SkyView may have against the City.

13.05 NO PERSONAL LIABILITY.

Notwithstanding any other provision of this Section 13 or of this Agreement, no director, officer, employee or agent of SkyView shall be personally liable to the City for any breach or default of this Agreement other than a breach or default that results from such person committing fraud. The City agrees that the doctrine of piercing the corporate veil shall not be used by the City to seek or obtain any personal liability or judgment against any individual director, officer, employee or agent of SkyView. In like manner, no member of the elected City Commission or any other appointed City board member nor any employee or agent of the City shall be held personally liable to SkyView for any breach or default of this Agreement other than a breach or default that results from such individual person committing fraud.

SECTION 14. TERMINATION OF AGREEMENT

This Agreement and the Purchase Option Agreement shall automatically terminate and be of no further force or effect when the Beaumont Development Parcel has been fully developed, unless terminated earlier due to a default or mutual agreement by the City or SkyView.

SECTION 15. MISCELLANEOUS PROVISIONS

15.01 ATTORNEYS' FEES.

Each party waives the right to attorney fees and costs for enforcement of this Agreement, including any legal actions or appeal. SkyView and City will make commercially reasonable efforts to include such a waiver in contracts with any consultants, subcontractors and affiliates of either party.

15.02 AGREEMENT BINDING UPON SUCCESSORS.

This Agreement, subject to the provisions of the Section entitled "Assignment," shall be binding upon and extend to the permitted successors and permitted assigns of the respective parties hereto.

15.03 VENUE.

Venue for any action arising under this Agreement or any amendment or renewal shall be in the Osceola County, Florida. Additionally, any agreements SkyView enters which, upon litigation, may involve the City shall also have venue in Osceola County, Florida.

15.04 FLORIDA LAW.

This Agreement is made, shall be deemed to be made, and shall be construed in accordance with the laws of the State of Florida.

15.05 FORCE MAJEURE.

Neither Party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to Force Majeure. Such non-liability only continues for as long as the Force Majeure event is in place.

15.06 INDEPENDENT CONTRACTOR.

SkyView and its Construction Service Providers shall at all times have the status of an independent contractor without the right or authority to impose tort or contractual liability upon the City. Further, notwithstanding the obligations for mutual cooperation provided for herein, the City and SkyView and its Construction Service Providers are not partners and the formation of a partnership is not intended by the parties hereto.

15.07 NOTICES.

All notices required to be given to the City or SkyView hereunder shall be in writing and sent by certified mail, return receipt requested, by nationally recognized overnight courier service or hand delivered to:

CITY:	City of Kissimmee
	Attn: Mike Steigerwald
	101 Church Street
	Kissimmee, Florida 34741
	Email: mike.steigerwald@kissimmee.gov

with a copy to: City Attorney
101 Church Street
Kissimmee, Florida 34741
Email: olga.sanchezdefuentes@kissimmee.gov

SKYVIEW: 330 N Beaumont Ave.
Kissimmee, FL 34741
Attn: Stephen Liberty
Email: sliberty@skyviewcompanies.com

with a copy to: Anne Q. Pollack, Esq.
Fletcher Fischer Pollack, P.L.
433 Central Avenue Suite 400
St. Petersburg, Florida 33701
Email: apollack@ffplegal.com

Either Party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Florida to receive such notices. The effective date of service of any such notice shall be three (3) days after such notice is mailed or on the day of hand delivery during normal business hours.

15.08 SECTION HEADINGS.

The section headings herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

15.09 SEVERABILITY.

If any provision in this Agreement is held by a court to be invalid, the validity of other provisions herein which are severable shall be unaffected. Furthermore, such invalid provision shall be automatically replaced with a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and still be legal, valid and enforceable, and this Agreement shall be deemed reformed accordingly.

15.10 THIRD PARTY BENEFICIARY.

It is the intent of the parties that no third party beneficiary interest is created in this Agreement. The Parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

15.11 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS.

SkyView, its officers, directors, employees and agents shall cooperate and comply with the provisions of the Federal Drug-Free Workplace Act of 1988 or any successor thereto, concerning the use, possession or sale of alcohol or drugs.

15.12 NONDISCRIMINATION.

In connection with the performance of work under this Agreement, SkyView agrees not to unlawfully discriminate and to include such provision in all subcontracts hereunder.

15.13 AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS.

This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or affect whatsoever, unless provided in writing and agreed to by the Parties.

15.14 FINAL APPROVAL.

This Agreement is expressly subject to and shall not be or become effective or binding on the City until approved by the City Commission and fully executed by all signatories of the City, following any appeal periods, if applicable.

15.15 AUTHORITY.

The individual executing this Agreement on behalf of SkyView represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of SkyView.

15.16 GOOD FAITH AND FAIR DEALINGS.

The City and SkyView acknowledge and agree that in the implementation, interpretation and enforcement of this Agreement, the Parties shall apply commercially reasonable standards of good faith and fair dealing.

15.17 JOINTLY DRAFTED; RULES OF CONSTRUCTION

SkyView and the City agree that this Agreement was jointly drafted, and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

15.18 PROCUREMENT REQUIREMENTS.

To the extent SkyView causes Ancillary Public Improvements and/or Necessary Site Improvements to be completed on behalf of the City, SkyView agrees to adopt and implement purchasing policies and procedures for contracting to include construction, services, goods and professional services. SkyView agrees to ensure that it will purchase and contract for materials, goods and services at the best value and quality needed to provide the very best services and supplies for the Beaumont Development Parcel development program. SkyView recognizes the importance of good supplier relationships and will make every effort to promote fair and equitable treatment of all vendors in the procurement process. To that end SkyView will conform its procurement practices to procurement procedures established by the City for City contracts, except that SkyView shall have no obligation to select the low bidder for any work unless such bidder is deemed qualified to complete the work for which the bid is submitted.

If for any reason the City causes Ancillary Public Improvements to be completed, the City shall cause such work to be completed consistent with the timeframes set forth in Exhibit "E".

The Phase 1 parcel(s) and other parcels in the Beaumont Development Parcel shall be constructed in accordance with all applicable laws, codes, statutes, ordinances, rules and regulations, including, but not limited to, the City Code, Florida Building Code and the Americans with Disability Act.

15.19 SURVIVAL OF PROVISIONS FOLLOWING ANY CLOSING

Any provision of this Agreement that is related to parcels in the Beaumont Development Parcel and which requires performance following the related Closing of a parcel shall continue in force and effect following the City's conveyance of such parcel until the expiration of all applicable statutes of limitation.

[Signature page follows]

City Clerk's Office Processing Form

City of San Diego
City Clerk's Office

City of San Diego
City Clerk's Office

Do not write in this box.

Date: 12/16/21

Requestor's Name: Samia Singleton Department: DS/CRA

Phone/Extension: 2587

Type of Document: Master Development Agreement

Project Name: Beaumont Redevelopment Site

Number of Originals/Copies: 2

Requested Processing: (Please check all that apply)

X Agenda Date: 12/21/21 Item # 2021-2413 (i.e. # 2019-1102)

X Sign and Return – (please circle) CA / CM / Mayor / City Clerk / Notary

☐ Recording with Clerk of the Courts

☐ Vault Retention

☐ Laserfiche Scan and Retain

Comments:

Return document to: DS/CRA Suzanne Negron
(Department) (Staff)

Number of originals/copies to be returned: 2

----- To be completed by the Clerk's Office -----

Processed by: Jazmen Kingston Date: 12/22/2021

☒ Complete; no additional action necessary. [Signature]

☐ Please returned fully executed original to the City Clerk for scanning. Thanks.

10-07-2019.revisions1

EXHIBITS LIST

EXHIBIT A	SITE LEGAL DESCRIPTION
EXHIBIT B	CONCEPTUAL PLAN BEAUMONT REDEVELOPMENT
EXHIBIT C	PURCHASE OPTION AGREEMENT
EXHIBIT D	RESPONSIBILITY FOR ANCILLARY PUBLIC IMPROVEMENTS
EXHIBIT E	DEVELOPMENT SCHEDULE AND MILESTONES
EXHIBIT F	SURVEY
EXHIBIT G	TEMPORARY CONSTRUCTION AND ACCESS EASEMENT
EXHIBIT H	STAGING LOCATIONS
EXHIBIT I	PROPERTY USE AGREEMENT (TEMPORARY LICENSE)
EXHIBIT J	INSURANCE REQUIREMENTS

EXHIBIT "A" LEGAL DESCRIPTION

EXHIBIT "A"
LEGAL DESCRIPTION OF BEAUMONT DEVELOPMENT PARCEL

Exhibit "A"

Osceola County Government, Beaumont Complex, according to the map or plat thereof as recorded in Plat Book 12, Page 45, of the Public Records of Osceola County, Florida.

Parcel Id: 21-25-29-1884-0001-0010

LESS AND EXCEPT

A portion of lot 1, Osceola County Government, Beaumont Complex, according to the plat thereof as recorded in plat book 12, pages 45-46, public records of Osceola County, Florida, being more particularly described as follows:

Beginning at the northeast corner of said lot 1, run thence S00°12'09"W, along the west right-of-way line of Central Avenue, a distance of 76.75 feet to a point on a non-tangent curve being concave to the southwest, having a chord bearing of N 44°43'07"W, a chord distance of 323.57 feet, a radius of 79.00 feet, and an included angle of 24°32'06"; thence run along said curve a distance of 33.83 feet to a point of reverse curvature of a curve being concave to the northeast, having a chord bearing of N 48°19'42"W, a chord distance of 33.42 feet, a radius of 111.00 feet, and an included angle of 17°18'55"; thence run along said curve a distance of 33.55 feet to a point of reverse curvature of a curve being concave to the southwest, having a chord bearing of N 63°48'54"W, a chord distance of 64.63 feet, a radius of 79.00 feet, and an included angle of 48°17'19"; thence run along said curve a distance of 66.58 feet to a point of tangency; thence run N 86°58'40"W, a distance of 40.41 feet to a point on the north property line of lot 1, thence run N 89°59'16"E along said line, a distance of 147.20 feet to the point of beginning.

ALSO LESS AND EXCEPT

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof as recorded in Plat Book 12, Pages 45 and 46 of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Being at the Southwest corner of said Lot 1, thence run N00°07'38"W along the East right of way line of Clyde Avenue, a distance of 78.89 feet; thence run N89°51'22"E, a distance of 155.16 feet; thence run N00°03'38"W along the West line of said Lot 1, a distance of 562.10 feet; thence run S89°43'34"W, a distance of 7.41 feet; thence run N00°02'57"W, a distance of 50.60 feet; thence run N89°43'34"E, a distance of 57.40 feet; thence run S00°03'38"E, a distance of 691.53 feet to a point on the North right of way line of Summer Street; thence run S89°48'23"W along said North right of way line, a distance of 205.07 feet to the Point of Beginning.

EXHIBIT "B"
(Incorporated by Reference)
CONCEPTUAL PLAN
BEAUMONT DEVELOPMENT PARCEL

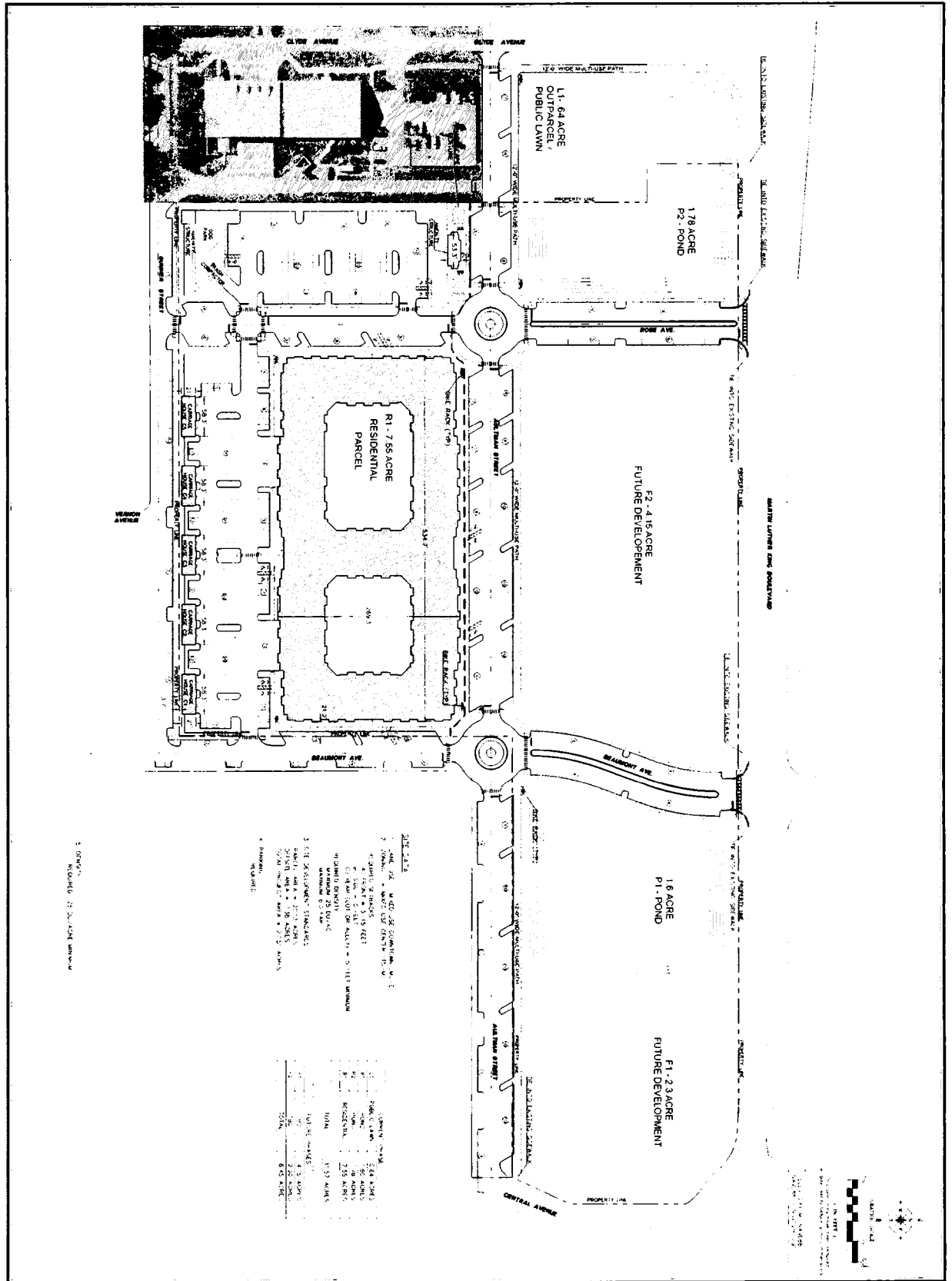


EXHIBIT "C"
PURCHASE OPTION AGREEMENT

PURCHASE OPTION AGREEMENT

THIS PURCHASE OPTION AGREEMENT is dated this _____ day of _____, 20__, and constitutes an agreement by which **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida ("City" or "Owner") grants to **SKYVIEW KISSIMMEE DEVELOPER LLC** a Delaware limited liability company ("Skyview"), an exclusive option to purchase the Beaumont Development Parcel as hereinafter defined, the City and Skyview being collectively referred to herein as the Parties.

1. Definitions. The following terms, whenever used in this Purchase Option Agreement (defined below), shall have only the meanings set forth below, unless such meanings are expressly modified elsewhere herein. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Development Agreement (defined below).

1.1. Beaumont Development Parcel. The Beaumont Development Parcel is owned by the City and is the subject of this Option Agreement. The Beaumont Development Parcel is more particularly described on Exhibit "A" attached hereto.

1.2. Broker. The licensed real estate professional(s) identified in a Purchase Agreement for one or more Option Parcel as the listing broker, selling broker, buyer's broker and/or cooperating broker ("the Broker(s)") for the transaction. Nothing herein shall require that the identity of the Broker(s) be the same for each Purchase Agreement executed pursuant to this Option Agreement.

1.3. Business Day. Any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the state of Florida or is a day on which banking institutions located in Florida are authorized or required by law or other governmental action to close.

1.4. Closing. Closing shall mean the day on which the transfer of title on an Option Parcel shall occur.

1.5. Development Agreement. The Development Agreement between Skyview, the City, and the Kissimmee Downtown Community Redevelopment Agency (the "CRA") dated of even date herewith governing redevelopment of the Beaumont Development Parcel.

1.6. Development Plan. The Development Plan shall have the meaning ascribed to it in Section 4.03 of the Development Agreement.

1.7. Development Rights. The Development Rights are the aggregated densities and intensities of development allowed cumulatively within the Beaumont Development Parcel consistent with the greater of the density anticipated in the Development Plan or the maximum density permitted by City Code.

1.8. Effective Date. The Effective Date shall be the date the last of the City or Skyview executes this Purchase Option Agreement, provided however, if the Development

Agreement has not yet been executed by the City and Skyview, then the Effective Date shall be the date following the execution by the Parties of the Development Agreement.

1.9. Escrow Agent. Old Republic National Title Insurance Company.

1.10. Mutual Release. An acknowledgment of termination of the Option Agreement and a mutual release of rights, claims and actions under this Option Agreement in the form of **Exhibit "B"** attached to this Purchase Option Agreement.

1.11. Net Sales Proceeds. Net Sales Proceeds is the distributable cash payable to the Seller after deducting all allowable expenses from the Purchase Price paid at Closing.

1.12. Notice of Exercise. A notice in the form of **Exhibit "C"** attached to this Purchase Option Agreement and to be utilized by Skyview to apprise the City that Skyview or Skyview's approved Assignee to acquire a portion of the Beaumont Development Parcel.

1.13. Option Agreement. This Purchase Option Agreement and all Exhibits attached hereto and incorporated herein by reference.

1.14. Option Expiration Date. Unless otherwise terminated pursuant to the provisions of this Purchase Option Agreement or the Development Agreement, the Option Expiration Date shall be the expiration of the Development Agreement.

1.15. Option Parcel. An Option Parcel(s) is a portion of the Beaumont Development Parcel identified by plat and by metes and bounds legal description and which is the subject of a Purchase Agreement.

1.16. Option Period. The period commencing on the Effective Date of this Purchase Option Agreement and ending on the earlier to occur of the exercise or termination of the Purchase Option Agreement as to all Option Parcels.

1.17. Option Property. The Beaumont Development Parcel.

1.18. Outside Closing Date. The Expiration Date as defined in the Development Agreement or such later date as to which the same may be extended pursuant to an express provision of this Option Agreement or a Purchase Agreement executed pursuant to this Option Agreement.

1.19. Owner's Address:

City of Kissimmee
101 Church Street
Kissimmee, FL 34741
Attn: Mike Steigerwald

Copy to: City Attorney
101 Church Street
Kissimmee, FL 34741

1.20. Owner's Current Actual Knowledge. Matters of which Owner's Representative is actually aware, without undertaking any investigation or inquiry whatsoever.

1.21. Purchase Agreement. An agreement entered into between Skyview or Skyview's approved assignee and the City, to acquire an Option Parcel. Said Purchase Agreement shall be substantially in accordance with the form attached to this Purchase Option Agreement as **Exhibit "D"** inclusive of exhibits attached to such Purchase Agreement and incorporated therein by reference.

1.22. Purchase Period. The period commencing upon the proffer of the Notice of Exercise pursuant to this Option Agreement and ending on the earlier to occur of (a) the Closing on the portion of the Skyview Site subject to the Purchase Agreement or (b) termination of the applicable Purchase Agreement by either party as herein provided or as provided in the Development Agreement.

1.23. Purchase Price. Purchase Price for all or any portion of the Beaumont Development Parcel shall be determined as set forth in Section 9 of this Purchase Option Agreement.

1.24. Purchaser. Skyview or an Affiliate of Skyview as defined by the Development Agreement between the City and Skyview, or an approved assignee of Skyview.

1.25. Required Deliverables. All plans, specifications, drawings, inspections, reports, proposals/applications, permits and related documents, maps, and all other documents and things related to the Beaumont Development Parcel.

1.26. Skyview's Address: Skyview Option Price

Skyview Kissimmee Developer LLC
330 N Beaumont Ave.
Kissimmee, FL 34741

1.27. Skyview Option Price. The price to be paid by Skyview, an Affiliate of Skyview, or an approved assignee of Skyview, for particular Option Parcel(s) that are subject to Skyview Option pricing as determined in Section 9 of this Purchase Option Agreement.

1.28. Skyview's Termination Notice. A notice in the form of **Exhibit "E"** attached to this Purchase Option Agreement.

1.29. Termination of Purchase Agreement. A Mutual Release in the form of **Exhibit "B"** delivered to City with regard to a Purchase Agreement executed for one or more Option Parcel(s).

1.30. Title Agent:

Fletcher Fischer Pollack, P.L.
433 Central Avenue 4th Floor
St. Petersburg, Florida 33701
As agent for Old Republic National Title Company.

1.31. Title Commitment. A Commitment for Title Insurance issued by Title Agent on a Title Insurance Company licensed to do business in the State of Florida for any Option Parcel that is subject to a Purchase Agreement.

2. Incorporation of Development Agreement. The Development Agreement as defined in Section 1.8 shall be deemed to and is incorporated into this Purchase Option Agreement as fully as if set forth herein.

3. Grant of Option. City hereby grants to Skyview, an exclusive option ("Option") to purchase the Beaumont Development Parcel together with the Development Rights attributable to the Beaumont Development Parcel and necessary to develop the same in accordance with the Development Plan described in Section 4.03 of the Development Agreement upon the terms and conditions set forth in this Purchase Option Agreement.

4. Option Consideration. The consideration for this Purchase Option Agreement is \$10.00 together with other good and valuable consideration including the entering into and agreeing to be bound to the terms and conditions set forth in the Development Agreement and completion of the proposed development improvements described in the Development Agreement.

5. Conditions Precedent to Exercise of Option. The Option may be exercised any number of times during the Term of this Agreement as to portions of the Option Property (Option Parcels). Prior to each exercise of the Option, Skyview shall have fulfilled the following conditions precedent:

5.1. No Default under the Development Agreement, City Code or this Agreement. Skyview must not be in default under the Development Agreement, the City Code, or this Purchase Option Agreement. Execution of a Purchase Agreement by the City shall conclusively determine that no default exists.

5.2 Proffer of Purchase Agreement. Skyview or an Affiliate or an Assignee shall have proffered a Purchase Agreement in the form set forth in **Exhibit "D"** and a verifiable list of Development Rights proposed to be utilized in the development of the Option Parcel(s) that conform to the Minimum Development Program described in Section 2.20 of the Development Agreement. Any material deviation from the form of the Purchase Agreement as set forth in **Exhibit "D"** hereto must be accepted by the City.

6. Exercise of Option. Subject to satisfaction of the conditions precedent to exercising the Option set forth herein, the Option may only be exercised by Optionee by delivering to City at any time during the Option Period (1) a fully completed, executed and dated original Notice of Exercise and (2) all other documents and things required under this Option Agreement. The Option may be exercised for any Option Parcel or Parcels. Upon the due and timely exercise of the Option as provided in this Purchase Option Agreement, the provisions of the **Exhibit "D-1"** shall become binding on the Owner and Optionee or Optionee's approved assignee. The Notice of Exercise shall contain the legal description of the Option Parcel or Parcels. In addition, it shall include the acreage involved, the land use, number and type of units or square footage

attributable to the Option Parcel or Parcels together with an ALTA boundary survey of each such Option Parcel certified to Skyview, or the approved Assignee, if any, and the City, and the Title Insurance Company and a fully executed Purchase Agreement in the form attached as **Exhibit "D"**. The Optionee shall be responsible for all costs of preparation of the Notice and Survey, and Title Insurance.

7. City's Approval Of Notice Of Exercise. The City shall review each Notice of Exercise with Skyview's executed Purchase Option Agreement, and within twenty (20) days after delivery of said Notice of Exercise, the City shall respond to Skyview in writing with its approval, waiver or rejection of the Notice of Exercise. When all conditions precedent as set forth in Section 5 above are deemed satisfied after reasonable review by the City or the City has determined to waive one or more of the conditions precedent, then the City will accept the Notice of Exercise by executing the same in the space provided and by executing the Purchase Agreement tendered with the Notice of Exercise and returning signed originals of the Purchase Agreement to Skyview as appropriate. At such point as the City accepts the Notice of Exercise, the Parties hereto shall proceed to consummate the sale and purchase of the Option Parcel(s) in accordance with the terms and conditions set forth in the Purchase Agreement, it being understood that by entering into this Purchase Option Agreement, the exercise of this Option and assuming that Skyview or an approved assignee has executed the Purchase Agreement set forth in **Exhibit "D"** attached without material change, no further action or approval by the City is required except as hereinafter set forth.

Upon rejection of a Notice of Exercise, the City shall provide Skyview, as appropriate, with a definitive explanation of Skyview's failure to comply with the terms of this Purchase Option Agreement, the Development Agreement, the City Code or the inadequacy of the Notice of Exercise and the accompanying Purchase Agreement together with the corrective action needed so that the City can approve the Notice of Exercise as described above.

It is recognized, understood and agreed that Skyview will from time to time exercise its right to take down an Option Parcel(s) under this Purchase Option Agreement and that in doing so, it will of necessity have either a financing contingency or a due diligence review that once completed may result in an inability of Skyview to consummate the acquisition contemplated by the Notice of Exercise. If and when such event occurs, it is agreed that Skyview has the right to terminate the Purchase Agreement for any Option Parcel(s) entered into pursuant to the Notice of Exercise without any liability to the City except to return the land and Development Rights that were the subject of the Notice of Exercise to the inventory of Option Parcel(s) and such land and associated Development Rights shall thereafter be available for Skyview to again exercise its Option as to the same at any time during the Option Period. Notwithstanding the foregoing, Skyview must advise and inform the City of its intention to terminate a Purchase Agreement as soon as practicable after the fact is known and no event beyond the termination of the due diligence period under the Purchase Agreement.

8. Omitted.

9. Purchase Price For Option Parcel(s)

Phase 1 – Approximately 7.25 acres – \$1,450,000.00

Phase 2 – Approximately 4.15 Acres – \$830,000.00

Phase 3 – Approximately 2.30 Acres – \$460,000.00

10. Deposits. If Skyview or an Affiliate of Skyview is acquiring an Option Parcel(s), no deposit shall be required. If an unaffiliated approved assignee of Skyview is acquiring an Option Parcel, a deposit equal to 10% of purchase price shall be required, to be held in escrow by the Escrow Agent, unless a lesser amount is accepted by the City. The Deposit shall be nonrefundable after the end of the due diligence period and in the event the assignee fails to close, shall be delivered to the City.

11. Closing on Option Parcel(s). If Skyview duly and timely exercises the Option, the Skyview Option Price shall be due and payable at Closing.

12. Option Terminated by Skyview. If Skyview duly and timely terminates this Purchase Option Agreement as provided for herein on or before the Option Expiration Date, the City shall promptly deliver to Skyview one (1) copy of the Mutual Release, fully completed, originally executed and dated by City.

13. Option Neither Exercised Nor Terminated. If Skyview fails to timely exercise its right to acquire any or all of the Option Property, this Purchase Option Agreement shall terminate automatically upon the termination of the Development Agreement. After termination of the Purchase Option Agreement, Skyview shall promptly deliver to City one (1) counterpart of the Mutual Release, fully completed, executed and dated by Skyview. Upon City's receipt of such Mutual Release, City shall promptly deliver to Skyview one (1) copy of such Mutual Release, fully completed, originally executed and dated by City.

14. Entry, Inspection and Testing. If the Option is exercised pursuant to this Purchase Option Agreement, then as to any Option Parcel(s), Skyview, its Affiliate or approved assignee and its agents may enter upon the Option Parcel(s) at reasonable times to perform reasonably necessary inspections and tests. Notwithstanding the foregoing, neither Skyview, its Affiliate or approved assignee, nor its agents, shall have any right to make soils borings, drill testing or monitoring wells or otherwise to penetrate the surface of the Option Parcel(s) without City's prior written consent, which consent will not be unreasonably withheld. Skyview, its Affiliate or approved assignee, and its agents, shall exercise due care in entering upon, inspecting and testing the Option Parcel(s) and shall perform all such entry, inspection and testing in a professional manner so as to minimize any damage to or disruption of the Option Parcel(s). The party seeking to enter the land shall obtain or cause to be obtained at such party's sole cost and expense, any licenses or permits required by federal, state or local law in order to perform such inspections and tests. The party conducting the investigation shall promptly repair any damage to the Option Parcel(s) resulting from such entry, inspection or testing and shall return the Option Parcel(s) as nearly as possible to their condition prior to such entry, inspection or testing.

15. Environmental Disclosure. Skyview acknowledges that it has been advised by the City that some portion of the Beaumont Development Parcel has been remediated for presence of Hazardous Materials. Skyview shall have no obligation to undertake any environmental remediation of Hazardous Materials on the Beaumont Development Parcel if, (i) such Hazardous Materials existed on the Beaumont Development Parcel prior to the Commencement Date and Skyview has not caused, permitted, contributed to or exacerbated the presence of such Hazardous Materials; or (ii) such Hazardous Materials have migrated onto the Skyview Site from an off-site source without Skyview's knowledge and Skyview has not caused, contributed to or exacerbated the presence of such Hazardous Materials. Without limiting the generality of the foregoing, Skyview shall have no obligation to remediate or take any action with regard to the Hazardous Materials identified in the Development Agreement and Skyview is entitled to rely on the determination of the Florida Department of Environmental Protection that no further action is required to address asbestos in the buildings to be demolished on the Beaumont Development Parcel.

Nothing contained herein shall obviate the duty of Skyview or any Affiliate of Skyview, or an approved assignee in purchasing an Option Parcel(s) to undertake such due diligence as is required to qualify Skyview or an approved assignee as a Bona Fide Prospective Purchaser ("BFPP") so as to meet the criteria set forth in 42 USC 9601(40) and 42 USC 9607(r) of CERCLA. An election to purchase after having made "all appropriate inquiry" shall not operate as a discharge of the City's duty to remediate but shall bar any claim against the City by reason of the election to purchase by Skyview or an approved assignee and both Skyview and any approved assignee shall consummate the transaction contemplated acting solely in reliance upon their own environmental investigation. All investigations undertaken by Skyview or any approved assignee shall meet the review standard set forth in ASTM Standard 1527-05

16. Owner's Deliverables to Skyview.

16.1 Items Delivered.

(a) **General Items.** Not more than fifteen (15) Business Days after the Effective Date of the Purchase Option Agreement, it is acknowledged that Owner has or will have delivered to Skyview the following items relating to the Beaumont Development Parcel:

(i) **Contracts.** A copy of each unrecorded contract, lease and or agreement, if any, contained in Owner's files for the Beaumont Development Parcel, which directly concerns and expressly refers to the Option Property or any portion thereof;

(ii) **Title Documents.** A copy of all documents related to Title of the Beaumont Development Parcel in possession of the Owner;

(iii) **Environmental Reports.** Copies of any environmental reports related to the Beaumont Development Parcel in possession of the Owner and identified in the Development Agreement;

(iv) **Survey.** A copy of any surveys related to the Beaumont Development Parcel in possession of the Owner;

(v) **Plans and Specifications:** Copies of plans and specifications of all structures and facilities currently located on the Beaumont Development Parcel together with copies of maps showing the locations of existing utilities serving the Beaumont Development Parcel to the extent available; and

(vi) **Geotechnical Report:** Copies, if any, of all geotechnical reports that pertain to the Beaumont Development Parcel;

(b) **Additional Deliverables.** Throughout the Option Period, City shall also deliver to Skyview copies of such other items relating to the Beaumont Development Parcel as City is required to deliver to Skyview under applicable law and as such items may become available in the due course of business during the Option Period.

16.2 Limited Warranty. City warrants and represents to Skyview that, to Owner's current actual knowledge at the time of delivery, all copies of documents, instruments, reports, correspondence and other writings delivered by City to Skyview are true and correct copies of the originals. Skyview acknowledges that the delivery of any and all such writings to Skyview in accordance herewith shall not be deemed a representation or warranty as to the completeness or accuracy thereof and Skyview shall make such further investigation of the content of same as Skyview shall determine is required in order for Skyview to file and process a Notice of Exercise in order to take down and acquire a portion of the Skyview Site or an Option Parcel(s). Any claim based on an alleged breach of the foregoing limited warranty and representation must be made by Skyview in a writing delivered to City no later than ninety (90) days after the Closing or be forever barred. A breach of the foregoing limited warranty and representation shall not entitle Skyview to rescind this Option Agreement, or Skyview's purchase of the any portion of the Skyview Site, if consummated, but instead shall only entitle Skyview to recover actual monetary damages. **EXCEPT AS SET FORTH IN THIS SECTION, OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO ANY ITEM DELIVERED BY OWNER TO SKYVIEW PURSUANT TO SECTION 16 OF THIS PURCHASE OPTION AGREEMENT.**

17. Indemnities.

17.1 Liability for Brokerage Commissions. The City has not employed the services of a Broker to procure this Purchase Option Agreement. Nor will the City employ the services of a Broker to facilitate the sale of the Option Property or any portion thereof to Skyview or an affiliate of Skyview. Accordingly, Skyview hereby agrees to defend, indemnify, and hold harmless City from and against any claims by third parties, including real estate brokers for brokerage, commission, finder's or other fees relative to this Purchase Option Agreement, the Purchase Agreement for the sale of the property to Skyview, an Affiliate of Skyview or an

approved assignee including any court costs, attorneys' fees or other costs or expenses arising there from, and alleged to be due by authorization of the indemnifying party unless specifically outlined in the Purchase Agreement. Notwithstanding the foregoing Skyview and the City recognize and agree that unless one or the other of them specifically contract to pay a Brokerage Commission, then neither the City nor Skyview shall be liable for same.

17.2 Meaning. For purposes of this Section 17, all references to "Skyview" when Skyview is indemnifying the City against a claim, shall include: (1) the Skyview's parent, subsidiary, and Affiliate corporate entities, (b) Skyview's directors, officers, shareholders, employees, and agents, and (c) the successors, and assigns of the Skyview, and the Skyview's directors, officers, shareholders, employees, and agents.

17.3 Effectiveness. The provisions of this Section 17 shall be effective upon full execution of this Purchase Option Agreement and shall survive the closing or the termination of this Purchase Option Agreement.

18. Fees and Charges. If after delivery of Notice of Exercise, Skyview fails to close, Skyview shall be obligated to pay all fees and charges owing to Title or Escrow Agent in connection with or in any way related to this Purchase Option Agreement or the transactions contemplated hereby and City shall have no obligation or liability whatsoever in connection therewith. If a deposit has been delivered pursuant to Section 10, then all fees and charges owing to Title or Escrow Agent in connection with, or in any way related to, the purchase of the Option Parcel(s) contemplated in the executed Purchase Agreement shall be paid in accordance with the provisions of the Purchase Agreement.

19. Brokerage Commissions. Upon purchase of an Option Parcel(s) by Skyview pursuant to a Purchase Agreement as set forth herein, it is understood and agreed that the City shall not pay a fee or commission to Skyview as a Broker(s) or to an unrelated Broker(s). City hereby warrants and represents to Skyview that City has not dealt with any Broker, finder or other agent in connection with the transaction contemplated by this Purchase Option Agreement or such subsequent transactions contemplated by this Purchase Option Agreement. Skyview hereby warrants and represents to City that, Skyview has not dealt with any Broker, finder or other agent in connection with the transactions contemplated hereby. Skyview shall at the request of the City provide a Broker Release in substantially the form as set forth in **Exhibit "F"**. In no event will the City pay a brokerage fee or commission.

20. Obligation to Commence Construction Within Twelve Months. It is recognized, understood and agreed that neither Party to this Purchase Option Agreement desires that Parties speculate or land bank one or more of the Option Parcel(s) and accordingly, all Purchase Agreements executed hereunder, including subsequent Purchase Agreements between Skyview or an Affiliate of Skyview, or an approved assignee shall include a requirement that construction commence on the acquired Option Parcel(s) within twelve (12) months of Closing.

For purposes of this Purchase Option Agreement, "Commencement of Construction" shall mean the earliest to occur of payment of impact fees or application for a building permit for vertical construction together with any other required permits necessary to develop the

Option Parcel(s) with the use(s) set forth in the Notice of Exercise and that at a minimum, the site clearing work on the Option Parcel(s) will have been commenced. The twelve (12) month requirement shall be subject to a reasonable extension based upon a written mutual agreement or acts of Force Majeure. For an extension to be reasonable, the Party requesting the same must demonstrate that there has been significant effort to process appropriate permit applications and the like in order to commence construction.

Each Purchase Agreement shall contain a reconveyance provision which can be exercised at the sole discretion of the City if the required Commencement of Construction has not occurred and which provides for reconveyance of the Option Parcel(s) to the City for seventy-five percent (75%) of Purchase Price less City's closing costs shown on the Closing Statement for purchase of the Option Parcel ("Reconveyance Amount"). At Closing on an option parcel, a deed of reconveyance from the party acquiring the Option Parcel(s) to the City shall be delivered to the Escrow Agent to hold until the party acquiring the Option Parcel(s) provides evidence to the City of satisfaction of the construction requirement. The City shall then notify the Escrow Agent in the manner set forth in the Purchase Agreement that the construction requirement has been satisfied and the Escrow Agent shall thereafter mark the deed as CANCELLED and return the escrowed deed to the Owner of the Option Parcel(s). If the City has determined that construction has not commenced, and after the Purchaser is provided sixty (60) days notice and an opportunity to provide evidence that construction has commenced and has failed to do so to the satisfaction of the City, then the City may at its discretion advise the Escrow Agent that the construction requirement has not been satisfied, deliver the Reconveyance Amount to the Escrow Agent to be distributed to the lienholder of any outstanding mortgage or lien of record, or if no lienholder exists or a portion of the Reconveyance Amount remains after satisfaction of all outstanding liens, to be distributed to the party reconveying the parcel. Upon receipt of the Reconveyance Amount, the Escrow Agent shall, at the direction of the City, proceed to record the reconveyance deed in the Public Records of Osceola County, Florida, together with any applicable mortgage and lien satisfactions. The City acknowledges that the Reconveyance Amount may be insufficient to satisfy outstanding liens against the Property, and the Option Parcel may therefore be reconveyed to the City subject to such liens.

21. General Provisions.

21.01 Successors and Assigns. This Purchase Option Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. Notwithstanding the foregoing, Skyview may not transfer, assign or encumber through lien, mortgage or otherwise Skyview's rights under this Purchase Option Agreement except as to specific Option Parcel(s) and as otherwise contemplated in the Development Agreement. In the event of any assignment by Skyview, the assignee shall be and become the person or entity having the right or obligation to (a) deliver or receive notices and documents, (b) give approvals, (c) waive conditions, (d) make demands, (e) receive refunds, and (f) if the Option is exercised, be the grantee or transferee under the Deed (as defined in Exhibit "D"), and the FIRPTA Certificate and the General Assignment (as defined in Exhibit "D") all as may be permitted or required by this Purchase Option Agreement and not then already accomplished by Skyview. In addition, the assignee shall be deemed to have assumed all obligations and liabilities of Skyview under this Purchase

Option Agreement as to the Option Parcel(s). Notwithstanding the forgoing no assignment shall relieve Skyview of any of its obligations or liabilities with regard to the remaining Option Property under this Purchase Option Agreement. Any such assignment must be signed by such assignee and must contain the assignee's assumption of Skyview's liabilities and obligations hereunder. Skyview shall deliver to City a complete copy of any such assignment for City's approval based on assignees identity five (5) days prior to the effective date of such assignment. In the event an assignee has executed a Purchase Contract with the consent of Skyview, Skyview shall at closing execute a release of the Option as to the Option Parcel(s) being purchased by such assignee.

21.02 Entire Agreement. This Purchase Option Agreement, including the referenced provisions of the Development Agreement, the City Code, and the Purchase Agreement, contains the entire agreement between the parties concerning same, and supersedes all prior written or oral agreements between the Parties to this Purchase Option Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both City and Skyview.

22.03 Time of Essence. City and Skyview hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Purchase Option Agreement and that the failure to timely perform any of the terms and conditions by either party shall constitute a breach and default under this Purchase Option Agreement by the party failing to so perform.

22.04 Partial Invalidity. If any portion of this Purchase Option Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Purchase Option Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Purchase Option Agreement.

22.05 Governing Law. The Parties intend and agree that this Purchase Option Agreement shall be governed by and construed in accordance with the laws of the state of Florida and that venue for the adjudication of any matter arising under the same shall vest and be in Osceola County, Florida.

22.06 Attorneys' Fees. Each party waives the right to attorney fees and costs for enforcement of this Purchase Option Agreement, including any legal actions or appeal.

22.07 No Third Parties Benefitted. No person other than City and Skyview, and their authorized and permitted successors and assigns, shall have any right of action under this Purchase Option Agreement.

22.08 Waivers. No waiver by either Party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either Party of the same or any other provision.

22.09 Captions. The captions and Section numbers of this Purchase Option Agreement are for convenience and in no way define or limit the scope or intent of the Sections of this Purchase Option Agreement.

22.10 Counterparts. To facilitate execution, this Purchase Option Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

22.11 Payments. Any payments required or permitted to be made by Skyview to City under this Purchase Option Agreement (including, without limitation, payment of the Option Price, Purchase Price or any other amount specified in this Purchase Option Agreement) shall be in the form of cash, a cashier's check, bank checks acceptable to City or a federal funds wire transfer pursuant to instructions delivered by the City to the Skyview at the time of Closing.

22.12 Time Zone. Every reference in this Purchase Option Agreement to a time of day shall be deemed to be a reference to the time of day in Kissimmee, Florida.

22.13 No Presumption. All the Parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Purchase Option Agreement, the Purchase Agreement and all documents attached as exhibits to either. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Purchase Option Agreement would be construed or interpreted against the party causing the document to be drafted.

22.14 Notices. Any notices or other communication required or permitted under this Purchase Option Agreement shall be in writing, and shall be (a) personally delivered, or sent by certified or registered United States mail, postage prepaid, return receipt requested, to the address of the Party set forth in of this Purchase Option Agreement or (b) emailed with confirmed receipt to the email address of the party set forth in this Purchase Option Agreement. Such notice or communication shall be deemed given when delivered in person, when the emailed is received or, in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

22.15 The Owner's Cooperation On General Title Matters. The City shall cooperate with Skyview acquiring the Purchase Option Property or any portion of the same regarding title matters.

22.16 Exhibits. Exhibits "A" – "F" attached to this Purchase Option Agreement and any sub-exhibits associated therewith are hereby incorporated by this reference.

IN WITNESS WHEREOF, SKYVIEW has executed this Purchase Option Agreement on the date set forth below.

DATED: _____, 2021

WITNESS:

**SKYVIEW KISSIMMEE DEVELOPER,
LLC:**

By: _____

By: _____

Print Name: _____

Print Name: _____

By: _____

Title: _____

Print Name: _____

IN WITNESS WHEREOF, City has executed this Purchase Option Agreement on the date set forth below:

DATED: August ____, 2021

ATTEST

CITY OF KISSIMMEE

By: _____
City Clerk

By: _____
Mayor/Mayor Protem

Print Name: _____

Print Name : _____

Approved as to form and legality for the use
and reliance of the City of Kissimmee, Florida,
only.

By: _____
City Attorney

EXHIBITS LIST

EXHIBIT A	BEAUMONT DEVELOPMENT PARCEL LEGAL DESCRIPTION
EXHIBIT B	ACKNOWLEDGMENT AND MUTUAL RELEASE
EXHIBIT C	NOTICE OF EXERCISE
EXHIBIT D	PURCHASE AGREEMENT (FIRPTA, DEED)
EXHIBIT E	NOTICE OF TERMINATION
EXHIBIT F	BROKER RELEASE

EXHIBIT "B"

ACKNOWLEDGMENT AND MUTUAL RELEASE

This **ACKNOWLEDGMENT AND MUTUAL RELEASE** ("Release") is entered into as of the dates written below by and between the undersigned "Owner/Seller" and the undersigned "Skyview/Buyer".

R E C I T A L S:

This Release is made and entered into on the basis of the following facts and understandings of the parties hereto.

A. Owner/Seller and Skyview/Buyer entered into that certain Option Agreement dated _____, 20__, whereby Skyview was granted an option ("Option") to purchase the Property (as defined in the Option Agreement).

B. Owner/Seller and Skyview/Buyer desire to acknowledge the termination of the Option and Option Agreement as herein provided, and to enter into a mutual release as herein provided.

A G R E E M E N T:

IN CONSIDERATION of the mutual agreements herein contained, Owner/Seller and Skyview/Buyer (a) acknowledge that the Option has been terminated in accordance with the terms of the Option Agreement or (b) that all Purchase and Sale Agreements executed pursuant to the Option Agreement have been terminated in accordance with the terms of Section 14, (c) all funds due to each Party pursuant to the Development Agreement have been paid; and (d) fully release and discharge each other from, and relinquish all rights, claims and actions that each may have against the other and which arise under or are in any way connected with the Option Agreement, Option Property, except as specifically provided herein to the contrary.

To the extent permitted by the laws of the State of Florida, this Release applies to all described rights, claims and actions, whether known or unknown, foreseen or unforeseen, present or future.

For purposes of this Release, all references to "Owner/Seller" or "Skyview/Buyer" when such Party is being released of an obligation or claim, but not as to such party when it is releasing the other Party of an obligation or claim, shall include (a) its parent, subsidiary or affiliate corporations, (b) its directors, officers, shareholders, employees and agents, and (c) its heirs, successors, personal representatives and assigns and those of its directors, officers, shareholders, employees and agents.

Notwithstanding anything herein to the contrary, this Release shall not extend to any present or future rights, claims or actions which Owner/Seller or Skyview/Buyer may have against

the other under or arising out of the provisions of Section 17 of the Option Agreement entitled "Indemnities" and Section 12 of the Development Agreement entitled "Indemnity."

This Release shall be of no force or effect unless and until it or a copy of it has been executed and dated by all Parties and all deliverables required to be made under the Option Agreement after termination have been made.

This Release shall be governed by and construed in accordance with the laws of the state of Florida.

If any lawsuit is filed which relates to or arises out of this Release, each party waives the right to attorney fees and costs for enforcement of this Agreement, including any legal actions or appeal.

OWNER/SELLER:

ATTEST

CITY OF KISSIMMEE

By: _____
City Clerk

By: _____
Mayor/Mayor Protem

Print Name: _____

Print Name: _____

Approved as to form and legality for the use and
reliance of the City of Kissimmee, Florida,
only.

By: _____
City Attorney

SKYVIEW/BUYER:

**SKYVIEW KISSIMMEE DEVELOPER,
LLC**

By: _____

Print Name: _____

Title: _____

Dated: _____

EXHIBIT "C"

NOTICE OF EXERCISE

_____, 20__

City of Kissimmee
[Owner's Address]
[Owner's Address]
[Owner's Address]

Re: Exercise of Option to Purchase

Dear _____:

The undersigned hereby exercises the Option as to the Option Parcel(s) described in **Exhibit B-1** hereto as set forth in that Purchase Option Agreement dated as of _____, 2021, between the undersigned, as "Optionee", and the City of Kissimmee, as "Owner". **Exhibit B-2** hereto identifies the Option Parcel(s) being acquired.

This letter shall constitute the Notice of Exercise referred to in the Option Agreement.

Very truly yours,

SKYVIEW KISSIMMEE DEVELOPER, LLC

By: _____

Title: _____

Print Name: _____

EXHIBIT "D"

PURCHASE AGREEMENT

This **PURCHASE AGREEMENT** is made and entered into this ____ day of _____ 20__ between City as Owner ("Seller") and **SKYVIEW KISSIMMEE DEVELOPER, LLC** or _____, as assignee of Skyview ("Buyer") pursuant to that certain Notice of Exercise accompanying this Purchase Agreement and proffered to the City consistent with the terms and conditions of the Purchase Option Agreement between SKYVIEW and the City dated _____, 2021.

R E C I T A L S

This Purchase Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

A. Seller selected **SKYVIEW KISSIMMEE DEVELOPER, LLC** as Seller's developer in the redevelopment of the Beaumont Development Parcel.

B. Buyer has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue which might influence Buyer's decision to purchase the Property described in the "Notice of Exercise" from Buyer.

AGREEMENT

1. The following terms, whenever used in this Purchase Agreement, shall have the meanings set forth below. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Option Agreement or the Development Agreement.

1.1. **Assignee of Buyer.** The Party named in **Exhibit "D-2"** attached to this Purchase Agreement, if any.

1.2. **Buyer's Termination Notice:** A notice in the form of **Exhibit "E"** to the Purchase Option Agreement.

1.3. **Deed:** A special warranty deed in the form of **Exhibit "D-4"** attached to this Purchase Agreement.

1.4. **Effective Date.** _____ (insert date of Skyview's Notice of Exercise).

1.5. **Escrow:** The escrow to be established by Buyer with Escrow Agent pursuant to Section 6 below.

1.6. FIRPTA Certificate: A certificate in the form of **Exhibit “D-5”** attached to this Purchase Agreement.

1.7. General Assignment: A general assignment in the form of **Exhibit “D-6”** attached to this Purchase Agreement.

1.8. Hazardous Materials: Oil and other petroleum products, flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials, hazardous wastes, toxic or contaminated substances or similar materials, including, without limitation, any substances which are "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under any past, present or future state or federal law, ordinance or regulation.

1.9. Hazardous Materials Laws: All statutes, ordinances, rules and regulations relating to Hazardous Materials, including, without limitation, those relating to soil and groundwater conditions.

1.10. New Title Exception: An exception to title to the real property which arises after the proffered Notice of Exercise of the Option due to the acts or omissions (whenever occurring) of a person or entity other than Buyer, and Buyer's agents and employees, without Buyer's prior written approval, and which (a) will materially interfere with Buyer's proposed use of the Real Property after Closing or (b) constitutes a lien or other monetary encumbrance upon the Real Property.

1.11. Owner Policy: An ALTA Owner's Policy of Title Insurance issued by Title Agent, in form and substance as provided in Section 5.4(e) of this Purchase Agreement.

1.12. Outside Contract Closing Date: (insert date) Date shall not be later than 120 days following the Effective Date unless otherwise agree to by the Parties.

1.13. Permitted Exceptions: The following exceptions to and exclusions from coverage under the Owner Policy: (a) all exceptions and exclusions to title set forth in or required under the terms of the Title Commitment; (b) all other exceptions to title which are not New Title Exceptions; and (c) all New Title Exceptions which are approved by Buyer pursuant to Section 4.1 of this Purchase Agreement.

1.14. Property: The Personal Property and the Real Property.

(a) Personal Property: The personal property described in the General Assignment.

(b) Real Property: The real property described in **Exhibit “D-1”** attached to this Purchase Agreement, and all easements, rights of way and other rights appurtenant thereto.

1.15. Reconveyance Deed. A Deed in the form of **Exhibit “D-3”**.

1.16. Seller's Current Actual Knowledge: Matters of which Seller's Representative is actually aware, without undertaking any investigation or inquiry whatsoever.

1.17. Seller's Representative: City of Kissimmee
101 Church Street
Kissimmee, FL 34741
Attn: Mike Steigerwald

1.18. Title Agent: Fletcher Fischer Pollack, P.L.
433 Central Avenue 4th Floor
St. Petersburg, Florida 33701

2. Purchase and Sale

2.1 Assignment of Option. If an Assignment of the Option as to an Option Parcel(s) is occurring pursuant to Section 21 of the Purchase Option Agreement, the Assignee of Buyer shall have all obligations of Buyer hereunder.

2.2 Purchase and Sale. Seller agrees to sell the Property and all associated development rights to Buyer and Buyer agrees to purchase the Property from Seller on the terms and conditions set forth herein. In consideration of Seller's sale of the Property to Buyer, Buyer shall (a) pay to Seller the Purchase Price and (b) perform all of Buyer's other obligations hereunder.

2.3 Payment of Purchase Price. Buyer shall pay the Purchase Price as follows: (a) Buyer shall pay in cash to Seller at Closing the sum of \$ _____. Purchase Price shall be paid all cash to Seller at Closing (including the Option Price). If a deposit has been provided pursuant to Section 10 of the Purchase Option Agreement, the deposit shall be applied to the purchase price.

2.4 Termination: Buyer may revoke its Notice of Exercise hereunder and terminate this Purchase Agreement at Buyer's discretion, provided, however, if a deposit has been paid, the Seller shall be entitled to retain the deposit. Upon Termination, the Option as to the real property described in **Exhibit "D-1"** shall remain in full force as if no Notice of Exercise had been delivered as to the Option Parcel(s).

3. Inspection and Due Diligence Period. Buyer shall have ninety (90) days from the date of execution of this Agreement to complete inspection and due diligence activities pursuant to Section 14 of the Purchase Option Agreement (the "Inspection Period"). Any objections to be raised by the Buyer that would preclude its closing on the contemplated transaction shall be identified to the Seller before the expiration of the Inspection Period, otherwise the Buyer is bound to close as otherwise provided for herein.

4. Acknowledgments

4.1 Buyer's Acknowledgments. Buyer acknowledges that Buyer is purchasing the property solely in reliance on Buyer's own investigation. Buyer expressly acknowledges that, in

consideration of the agreement of Seller herein, and except as otherwise specified herein, Seller makes and has made no representations or warranties, express or implied, or arising by operation of law, including, but not limited to, any warranty as to condition, merchantability or fitness for a particular use or purpose, with respect to the property or any matter related thereto. Notwithstanding the foregoing, nothing herein shall limit the obligations of the City under the Development Agreement, including without limitation the obligations set forth in **Exhibit "K"** of the Development Agreement.

Further, nothing contained herein shall obviate the duty of Buyer, in purchasing an Option Parcel(s) to undertake such due diligence as is required to qualify Buyer as a Bona Fide Prospective Purchaser ("BFPP") so as to meet the criteria set forth in 42 USC 9601(40) and 42 USC 9607(r) of CERCLA. An election to purchase after having made "all appropriate inquiry" shall not operate as a discharge of the City's duty to remediate as otherwise provided under applicable law but shall bar any claim against the City by reason of the election to purchase by Buyer and Buyer shall consummate the transaction contemplated here acting solely in reliance upon its own environmental investigation. All investigations undertaken by Buyer or any Affiliate of Buyer shall meet the review protocols set forth in ASTM Standard 1527-05.

5. New Title Exceptions

5.1 Buyer's Notice. Buyer shall have the right and option to deliver to Seller a written notice ("New Title Exception Notice"), at any time during Inspection and Due Diligence Period, but not more than ten (10) days after Buyer's discovery of any New Title Exception, stating that a New Title Exception has arisen and that such New Title Exception is unacceptable to Buyer. If Buyer timely delivers a New Title Exception Notice to Seller, the following provisions shall apply:

(a) Correction Efforts.

(i) Seller's Responsibility. If the New Title Exception is due to the acts or omissions of Seller, Seller shall use its best efforts to (A) remove or correct the New Title Exception to Buyer's reasonable satisfaction at or prior to Closing or (B) cause the issuance by Title Agent, at Closing, of title insurance over or with respect to the New Title Exception, all at Seller's sole cost and expense.

(ii) Not Seller's Responsibility. If the New Title Exception is not due to the acts or omissions of Seller, then, upon Buyer's delivery to Seller of the New Title Exception Notice, Seller may, but shall not be obligated to, (A) remove or correct the New Title Exception to Buyer's reasonable satisfaction at or prior to Closing or (B) cause the issuance by Title Agent, at Closing, of title insurance over or with respect to the New Title Exception.

(iii) Extension. Seller shall have the unilateral right, for the purpose of performing Seller's obligations or exercising Seller's rights under this Section 5.1(a), to extend the Outside Contract Closing Date for a period of up to sixty (60) days by delivery to Buyer of written notice to this effect not more than five (5) days after Seller's receipt of the New Title Exception Notice. The period of any such unilateral extension by Seller pursuant to this Section shall run concurrently with any other extension periods provided for in this Purchase Agreement or the Option Agreement.

(b) **Failure to Correct.** If Seller is (i) unable to either (A) remove or correct a New Title Exception described in Section 5.1(a)(i) above to Buyer's reasonable satisfaction or (B) cause the issuance by Title Agent of title insurance over or with respect to such New Title Exception on or before the Outside Closing Date, or (ii) unable or unwilling to either (A) remove or correct a New Title Exception described in Section 5.1(a)(ii) above to Buyer's reasonable satisfaction or (B) cause the issuance by Title Agent of title insurance over or with respect to such New Title Exception on or before the Outside Contract Closing Date, then Buyer shall have the right and option to terminate this Purchase Agreement by delivery to Seller of notice to this effect on or prior to the Outside Contract Closing Date. If Buyer fails to terminate this Purchase Agreement pursuant to this Section 5.1(b), the New Title Exception shall be deemed accepted by Buyer and the parties shall consummate the subject transaction on or before the Outside Contract Closing Date, on the terms otherwise provided in this Purchase Agreement and the Option Agreement.

(c) **Closing After Correction.** If Seller timely removes or corrects the New Title Exception to Buyer's reasonable satisfaction or obtains an agreement from Title Agent to issue title insurance at Closing over or with respect to the New Title Exception, the Parties shall consummate the subject transaction on the Outside Closing Date on the terms otherwise provided in this Purchase Agreement and the Option Agreement.

6. Escrow and Closing

6.1 Escrow; Escrow Instructions. Promptly following Buyer's delivery of the Notice of Exercise to Seller, Buyer in consultation with Seller shall open an Escrow account with Escrow Agent, and shall instruct Escrow Agent to prepare and deliver to Buyer and Seller written escrow instructions consistent with the terms of this Purchase Agreement and reasonably satisfactory to both Buyer and Seller. Such escrow instructions shall incorporate the relevant provisions of this Purchase Agreement by reference and shall provide that in the event of any conflict between such incorporated provisions of this Purchase Agreement and such escrow instructions, such incorporated provisions of this Purchase Agreement shall prevail and control. Buyer and Seller shall execute and return such escrow instructions to Escrow Agent not later than the date required by Escrow Agent for a timely Closing. This sale shall be consummated through the Escrow so established with Escrow Agent.

6.2 Escrow Agent Provisions. Escrow Agent shall have no liability whatsoever arising out of or in connection with its activity as escrow agent provided it does not act in bad faith or in willful disregard of the terms of this Section and Seller and Buyer jointly and severally agree to indemnify and hold harmless Escrow Agent from all loss, cost, claim, damage, liability and expenses (including reasonable attorneys' fees) which may be incurred by reason of its acting as escrow agent unless caused by Escrow Agent's bad faith or willful disregard of the terms of this Section. Escrow Agent shall be entitled to rely upon any judgment, certification, demand or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein, the propriety or validity thereof, or the jurisdiction of a court issuing any such judgment. Escrow Agent may act in reliance upon any instrument or signature believed to be genuine and duly authorized, and advice of counsel in reference to any matter or matters connected therewith. If a deposit of funds is delivered in connection with the purchase

contract, escrow agent may require execution of a separate escrow agreement governing obligations related to said deposit. In the event the Escrow Agent is the law firm of Fletcher & Fischer, P.L., then the **Escrow Agent shall be entitled to represent Buyer, Skyview Kissimmee Developer, LLC or the Escrow Agent relative to this transaction, and all parties waive any right to object to any such representations due to conflicts of interest or other concerns.**

6.3 Deposits Into Escrow. Not later than the date required by Escrow Agent for a timely Closing, the parties shall provide Escrow Agent with such information, documents, instruments and funds as Escrow Agent may reasonably require to affect the Closing, including but not limited to the following:

(a) **Skyview Deposits.** If applicable, Skyview shall deposit an Assignment of Option and Purchase Agreement as to the Option Parcel(s) to Assignee of Buyer.

(b) **Buyer's Deposits.** Buyer shall deposit into escrow (i) the funds to be applied toward the payment of the Purchase Price and such additional funds as are necessary to pay Buyer's share of the Closing Costs and such other amounts as Buyer has agreed to pay under this Purchase Agreement, (ii) a fully completed, executed and dated General Assignment, and (iii) a Reconveyance Deed.

(c) **Seller's Deposits.** Seller shall deposit into escrow (i) a fully completed, executed and dated Deed (in recordable form), (ii) FIRPTA Certificate, and (iii) General Assignment. All said documents and instruments shall show Buyer (or such other person or entity as Buyer may direct and as approved by Lender) as the grantee, assignee or transferee hereunder.

6.4 Further Assurances. Buyer and Seller agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the purchase and sale of the Property, and shall use their best efforts to close in a timely manner.

6.5 The Closing

(a) **Time and Manner.** Upon the satisfaction or waiver of the conditions precedent to exercising the Option and the execution of Notice of Exercise and this Purchase Agreement by the Seller, Closing shall be held on that date provided by Buyer in writing in a subsequent written notice (the "Closing Date"), so long as the Closing Date is not earlier than ten (10) days after Buyer's receipt of the Seller's executed Notice of Exercise and the execution of this Purchase Agreement or later than the Outside Contract Closing Date. Buyer shall tender to the Escrow Agent the Purchase Price for the Option Parcel(s) in good and immediately available funds and Seller shall tender an executed warranty deed for the Option Parcel(s) with a ledger conveying any related water, minerals, oil, gas, and other hydrocarbon substances rights it may possess. Escrow Agent shall thereafter (i) cause the recording of the Deed in the Official Records of Osceola County where the Property is located, (ii) deliver to Buyer the FIRPTA Certificate and the General Assignment, (iii) deliver to Seller all funds deposited by Buyer in escrow with Escrow Agent in payment of the Purchase Price after prorations and deduction of any items chargeable to Seller's account, and (iv) cause the Title Agent to issue or to unconditionally commit to issue the Owner Policy to Buyer.

(b) **Prorations.** The following provisions shall apply with respect to the Property:

(i) **Taxes.** The Parties shall prorate, as of the Closing, all general and special real property taxes and assessments, all personal property taxes and all other taxes and assessments applicable to the Property for the year in which the Closing occurs ("Taxes"). Pursuant to such proration, Buyer shall be charged for all taxes accruing on or after the day of Closing and Seller shall be charged for all taxes accruing prior to the day of Closing. If taxes have not been assessed by the Closing, the Parties shall estimate such proration based upon the most current information available to them concerning the assessed value of the Property and the applicable tax rate; provided, however, when the actual amount of taxes becomes available (and following the completion of any tax protest pending as of the Closing), Buyer shall promptly calculate the correct proration and deliver such calculation to Seller, together with supporting evidence. Not more than thirty (30) days after such delivery, Buyer or Seller, whichever is responsible, shall pay to the other the amount necessary to achieve the correct proration of taxes.

(ii) **Basis.** All prorations made pursuant to this Section 6.5(b) shall be based upon a 30-day month.

(iii) **Survival.** The post-Closing covenants of the Parties set forth in this Section 6.5(b) shall survive the Closing.

(iv) **Closing Costs.** The Parties shall prorate the following items between Seller and Buyer as of 11:59 p.m. on the date immediately preceding the Closing Date and pay the costs and expenses as follows:

a) **Seller Shall Pay:**

1) All update fees, search fees, premium and other costs and expenses associated with the issuance of the Title Commitment, the Title Policy, and all endorsements thereto;

2) cost of recording of any corrective instruments; and

3) any other costs, expenses and/or prorations to be paid by Seller as provided herein.

b) **Buyer shall pay:**

1) the cost of obtaining the Survey; and

2) any other costs, expenses and/or prorations to be paid by Buyer as provided herein.

3) the State of Florida Documentary Stamp Taxes due with respect to the Deed;

4) any costs associated with the financing of the acquisition by the Buyer.

Notwithstanding the foregoing provisions of this Section or anything else to the contrary contained in this Purchase Agreement or the Option Agreement, if the subject transaction fails to close due to the default of either Party, such defaulting Party shall pay all Closing Costs incurred on or prior to the date that such default occurred, provided that if a Deposit has been received and is being retained by Seller, all Closing Costs incurred prior to the Buyer's default shall be paid there from.

(c) **Broker's Commission**. The Parties acknowledge that no real estate broker, other than _____ has been involved in this transaction. Seller/Buyer (select one) shall pay the Broker's Commission in the amount of \$ _____ to Broker upon, and only upon, the Closing, provided, however, Broker shall be obligated to execute a Broker's Release in the form of **Exhibit "F"** to the Option Agreement concurrent with delivery of the commission and/or waive any right to a commission. If this provision is left blank or has inserted a -0-, neither the Seller nor the Buyer shall be obligated to pay any Broker's commission.

(d) **Owner Policy**. It shall be a condition precedent to Closing that Title Agent shall issue or unconditionally commit to issue the Owner Policy as of the date of Closing, and to deliver or unconditionally commit to deliver the Owner Policy to Buyer at Closing or reasonably subsequent thereto, subject to receiving payment of the premium therefore. The Owner Policy shall (i) name Buyer as the insured, (ii) insure Buyer's title to the Real Property subject only to the Permitted Exceptions and (iii) be in the amount of the Purchase Price. In addition, if any New Title Exceptions have been accepted by Buyer subject to title insurance coverage therefore pursuant to Section 5.1 of this Purchase Agreement, then title insurance coverage for such New Title Exceptions shall be included in the Owner Policy. The foregoing condition precedent is for the sole benefit of Buyer and can be unilaterally waived by Buyer at any time in writing.

7. **Liquidated Damages** If the Closing does not timely occur due to the default of Buyer, (a) Buyer shall have no further right to purchase the property, (b) Seller shall be entitled to retain the deposit, if any, and waives any further right to claim damages from Buyer or seek other legal or equitable remedies as a result of failure by Buyer to complete the purchase following exercise of the Option; provided, however, that nothing contained in this section shall terminate, vitiate or otherwise abrogate the indemnification provisions contained in the Option Agreement.

8. **REQUIREMENTS**

8.1 Pursuant to Section 20 of the Purchase Option Agreement, Buyer shall commence construction on the acquired Property within twelve months of the Closing Date. In the event Buyer has not commenced construction by that date, Seller may, after providing the notice and opportunity to cure required in Section 20, deliver the Reconveyance Amount and instruct the Escrow Agent to record the Reconveyance Deed. Buyer hereby consents to such recording by Escrow Agent, provided the Seller has delivered the Reconveyance Amount to the Escrow Agent for distribution as contemplated in Section 20. Seller acknowledges that the Reconveyance Deed may be subject to outstanding liens of record if the Reconveyance Amount is insufficient to satisfy outstanding liens against the Property. This paragraph shall survive Closing.

8.2 Buyer agrees that the uses permitted on the Property shall be as set forth in the Development Agreement and the Site Plan and that such uses shall be consistent with the Development Rights assigned to the Property. No other uses shall be permitted without the written consent of Seller. This paragraph shall survive closing.

9. General Provisions

9.1 Incorporation. All of the provisions of the Purchase Option Agreement and Development Agreement referred to herein are incorporated herein by reference for all purposes; provided, however, any reference in such provisions to the Purchase Option Agreement shall be deemed for purposes of this Section to mean or refer to this Purchase Agreement.

9.2 Exhibits. **Exhibits D-1, D-2, D-3, D-4, D-5, and D-6,** attached to this Purchase Agreement are hereby incorporated by this reference.

[Signatures on following page]

SELLER:

ATTEST

By: _____
City Clerk

Print Name: _____

Approved as to form and legality for the use
and reliance of the City of Kissimmee, Florida,
only.

By: _____
City Attorney

CITY OF KISSIMMEE

By: _____
Mayor/Mayor Protem

Print Name : _____

BUYER:

WITNESS: _____

Print Name: _____

Print Name: _____

By: _____

Print Name: _____
Its: _____

ESCROW AGENT:

WITNESS:

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Exhibit D-1

REAL PROPERTY DESCRIPTION

Exhibit D-2

ASSIGNMENT OF OPTION TO BUYER

_____, 20__

City of Kissimmee
101 Church Street
Kissimmee, FL 34741
Attn: Mike Steigerwald

Re: Assignment of Option as to Option Parcel

Dear Mr. Steigerwald:

The undersigned hereby assigns its Option, pursuant to the Option Agreement to the Option Parcel(s) identified as _____ to _____ (insert Assignee's name and address), together with the Purchase Agreement executed with regard to the Option Parcel(s) described herein provided, however, that this Assignment shall become effective only upon Closing.

Very truly yours,

SKYVIEW KISSIMMEE DEVELOPER, LLC

By: _____

Print Name: _____

Exhibit D-3

RECONVEYANCE DEED

This Instrument Was Prepared By,
Record and Return To:

_____”

(RESERVED)

DEED

_____ ("Grantor") for valuable consideration, receipt of which is hereby acknowledged, DOES HEREBY GRANT TO **CITY OF KISSIMMEE**, a municipal corporation organized under the laws of the State of Florida, ("Grantee") the real property in the County of Osceola, State of Florida, described on **Exhibit "A"** attached hereto and incorporated herein by this reference, together with all improvements thereon and all easements, rights of way, and other rights appurtenant thereto, subject, however, to the lien of outstanding mortgages and liens, non-delinquent real property taxes and assessments and covenants, conditions, restrictions, easements, rights-of-way and servitudes of record.

DATE: _____

WITNESS:

By: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Exhibit "D-4"

This Instrument Was Prepared By,
Record and Return To:

_____,"

(RESERVED)

SPECIAL WARRANTY DEED

CITY OF KISSIMMEE, a municipal corporation organized under the laws of the State of Florida ("Grantor") for valuable consideration, receipt of which is hereby acknowledged, DOES HEREBY GRANT TO, a _____, ("Grantee") the real property in the County of Osceola, State of Florida, described on **Exhibit A** attached hereto and incorporated herein by this reference, together with all improvements thereon and all easements, rights of way, and other rights appurtenant thereto, subject, however, to the lien of non-delinquent real property taxes and assessments and covenants, conditions, restrictions, easements, rights-of-way and servitudes of record.

DATE: _____

WITNESS:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Exhibit "D-5"

FIRPTA CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that the withholding of taxes is not required upon the disposition of U.S. real property interests by _____ ("Seller"), the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Treasury Regulations);
2. Seller's U.S. employer identification number is _____; and
3. Seller's address is _____.

Seller understands this certification may be disclosed to the Internal Revenue Service by the transferee, and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, we declare that we have examined this certification, and to the best of our knowledge and belief it is true, correct and complete, and we further declare that we have authority to sign this document on behalf of Seller.

Dated: _____, 20__

SELLER:

_____,
a _____

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Exhibit "D-6"

GENERAL ASSIGNMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, _____, ("Assignor"), hereby assigns, sells, transfers, sets over and delivers unto _____, a _____ ("Assignee") all of Assignor's estate, right, title and interest in and to the following which relates to the land described on **Exhibit A** attached hereto and the improvements situated thereon (collectively, the "Property"):

- (a) all licenses, permits, approvals, entitlements, dedications, and subdivision maps issued, approved or granted by any governmental authorities or otherwise in connection with the Property; all development rights and other intangible rights, titles, interests, privileges and appurtenances of Assignor related to or used in connection with the Property and its operation (collectively, "Licenses and Permits"); and
- (b) all engineering, soils, seismic, geologic and architectural reports, studies and certificates pertaining to the Property which are owned by and within the possession or control of Assignor (collectively, "Reports").

ASSIGNOR MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, REGARDING THE LICENSES AND PERMITS AND REPORTS.

Assignee hereby assumes the performance of all of the terms, covenants and conditions imposed upon Assignor under the Licenses and Permits and Reports accruing or arising on or after the date of delivery of this Assignment.

Assignee agrees to defend, indemnify and hold harmless Assignor from and against all claims, damages, losses, costs, expenses and liabilities (including but not limited to all attorneys' fees and court costs and expert witness fees paid or incurred by Assignor) which arise out of or are in any way connected with any act, cause of action or omission by Assignee under or with respect to the Licenses and Permits and Reports arising, accruing or occurring on or after the date of delivery of this Assignment.

Date: _____

WITNESS:

By: _____

Print Name: _____

ASSIGNOR:

a _____

By: _____

Print Name: _____

Title: _____

ASSIGNEE:

By: _____

Print Name: _____

a _____

By: _____

Print Name: _____

Title: _____

EXHIBIT "E"

NOTICE OF TERMINATION

_____, 20__

City of Kissimmee

[Owner's Address]

[Owner's Address]

[Owner's Address]

Re: Notice of Termination of Development Agreement

Dear _____:

The undersigned hereby notifies the City of Kissimmee that it is terminating to that certain Purchase Option Agreement dated as of _____, 2021, between the undersigned ("Skyview") and the City of Kissimmee ("City").

This letter shall constitute the Notice of Termination referred to in the Purchase Option Agreement.

Very truly yours,

SKYVIEW KISSIMMEE DEVELOPER, LLC

By: _____

Title: _____

Print Name: _____

EXHIBIT "F"
BROKER RELEASE

This Instrument Was Prepared By,
Record and Return To:

_____ ,

(RESERVED)

BROKER ACKNOWLEDGEMENT AND RELEASE OF LIEN

THIS BROKER ACKNOWLEDGEMENT AND RELEASE (this "Release") is entered into and effective as of the _____ day of _____, 20__, by _____ on behalf of himself, and as authorized signatory on behalf of _____ (collectively referred to herein as "Broker").

BACKGROUND

CITY OF KISSIMMEE, a municipal corporation organized under the laws of the State of Florida, (referred to as the "Seller") is selling certain real property located in City of Kissimmee, Osceola County, Florida, and more particularly described in **Exhibit A** attached hereto ("Property"), to _____ ("Buyer") under that certain Option Agreement ("Option") and that certain Purchase Agreement between Seller and Buyer with an effective date of _____. ("Contract").

AGREEMENT

In consideration of the sums set forth in Paragraph 1 below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Broker hereby agrees as follows:

1. Broker acknowledges that in accordance with the terms of the Option and the Contract, Seller has paid Broker in connection with the sale of the Property to Purchasers a cash commission (including fees and expenses) in the amount set forth on the Closing Statement attached hereto as **Exhibit B**. Broker acknowledges that there are no further amounts, brokerage commissions, fees or expenses due Broker related to or in connection with the sale of the Property.

2. Broker hereby releases and forever discharges Seller, Buyer, and Skyview Kissimmee Developer, LLC, Title Agent, and their agents, partners, directors, shareholders, officers, employees and successors from and against any and all actions, causes of action, judgments, claims, and demands of every kind and nature whatsoever, whether known or unknown, that Broker may have or may hereafter claim against Seller, Buyer, Title Agent, or Skyview Kissimmee Developer, LLC, Title Insurance Company relating to the sale of the Property, including but not limited to any claim for brokerage fees, commissions or expenses or the right now or hereafter to file a lien against the Property, which right is hereby released by Broker.

3. Broker knows of no other broker that would have an interest in the Property or the proceeds from the sale thereof.

4. _____ has the authority to execute this Acknowledgment and Release of Lien on behalf of _____.

5. This Acknowledgement and Release is given as an inducement to and as a part of the consideration for the issuance of an owner's insurance policy insuring the Property (the "**Policy**"), by Fletcher Fischer Pollack, P.L. as agent for Old Republic National Title Insurance Company (the "**Title Company**") and to disburse the net proceeds from the sale of the Property. This affidavit is made with the full knowledge that Title Agent is relying upon the truth of the statements made herein to issue the Policies and disburse the net proceeds.

6. Broker hereby agrees to indemnify and hold Title Agent harmless of and from any and all loss, cost, damage and expense of every kind, including attorneys' and paralegals' fees, which Title Agent shall or may suffer or become liable for on account of reliance on the statements made herein. This Acknowledgement and Release constitutes the representation and warranty of Broker to Title Agent that the foregoing statements are true and correct.

(Remainder of Page Left Blank Intentionally)

IN WITNESS WHEREOF, Broker has executed this Release this ____ day of _____, 2021.

By: _____

Print Name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and acknowledged before me this ____ day of _____, 2021, by _____, as _____ of _____ He/She is personally known to me or has produced a _____ as identification.

NOTARY PUBLIC (Signature)

(Affix Notary Seal or Stamp)

(Printed Name)

My Commission Expires:

BROKER RELEASE

EXHIBIT F-1

Legal Description

BROKER RELEASE

EXHIBIT F-2

Closing Statement

EXHIBIT "D"
RESPONSIBILITY FOR ANCILLARY PUBLIC IMPROVEMENTS

Exhibit D - RESPONSIBILITIES FOR ANCILLARY PUBLIC IMPROVEMENTS

<u>Improvement</u>	<u>Responsibility to Complete Construction</u>	<u>Responsibility for Cost</u>	<u>Completion Deadline</u>	<u>City Contribution Post Completion (Note 1)</u>	<u>City Contribution During Construction (Note 2)</u>
Purchase of 880 MLK Jr Blvd property for stormwater management and public park use	City	City	1/31/2022		NA
Asbestos Remediation	Skyview	City	1/31/2022		Inc
Demo Existing Structures not slated for temp construction use	Skyview	City	2/15/2022		Inc
Construct City Streets / Sidewalks / Parking spaces	Skyview	City	4/15/2023		\$ 5,900,000
Relocate / Resize / Install master stormwater system to be at least 5' outside of building pads	Skyview	City	4/15/2023		Inc
Install subsurface water, sewer electrical, telecom utilities to within 5' of building pads	Skyview	City	4/15/2023		Inc
Construct public parks and open spaces including landscaping, water features, and accessory structures	Skyview	City	4/15/2023		Inc
Install street lights, street trees, urban accessory structures and street furnishings	Skyview	City	4/15/2023		Inc
CRA Funding Grants and Incentive Programs	Skyview	Skyview and City	7/31/2023	\$ 3,100,000	
Related design, engineering, permitting and inspection costs	Skyview	City	4/15/2022		Inc
Sub-Total Phase 1 City Contribution				\$ 3,100,000	\$ 5,900,000

Phase 2 Ancillary Public Improvements to be mutually determined by City and Skyview prior to execution of Phase 2 land option (Note 3)	Skyview	City	5/15/2024	TBD	TBD
Phase 3 Ancillary Public Improvements to be mutually determined by City and Skyview prior to execution of Phase 3 land option (Note 4)	Skyview	City	6/15/2026	TBD	TBD

Med Arts District / Downtown Kissimmee CRA / City permit / impact / development fee waivers	Skyview	City	12/15/2021	TBD	TBD
---	---------	------	------------	-----	-----

Note 1 - Skyview to receive a 15 year tax rebate for Phase 1 equal to \$206,667 per year to commence in the first full year of Phase 1 occupancy and tax valuation.

Note 2 - City to reimburse Skyview on a monthly request basis for work completed based on approved AIA G702 and G703 Schedule of Values

Note 3: Phase 2 may include publicly funded fill to meet site floodplain requirements, and costs of parking garage and storm water vault if warranted by project density.

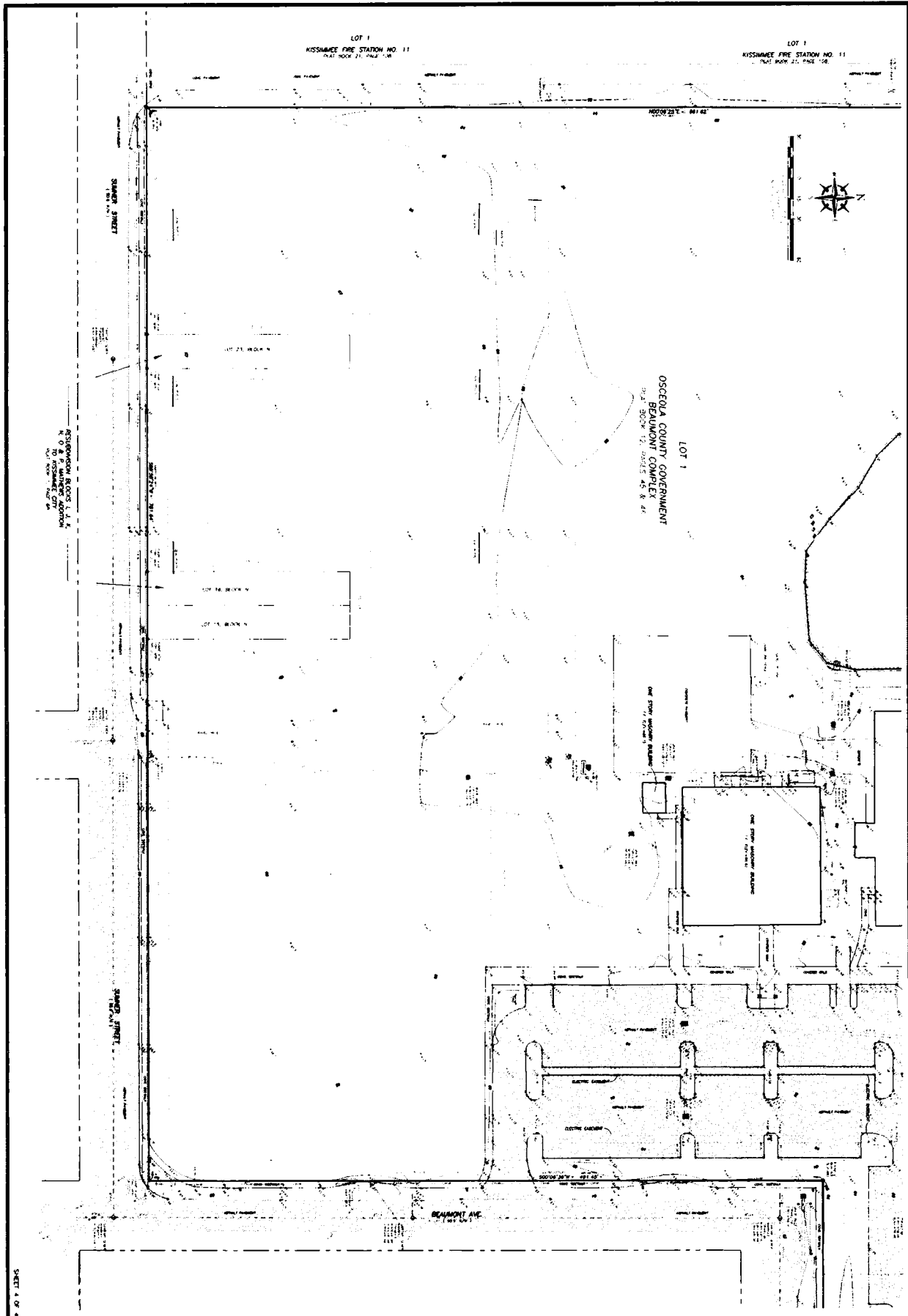
Note 4: Public cost contribution to be determined based upon product mix agreed upon by City and Developer.

EXHIBIT "E"
DEVELOPMENT SCHEDULE AND MILESTONES

**Exhibit E - DEVELOPMENT
SCHEDULE AND MILESTONES**

	Target Start	Target End	Milestone
Development Agreement Signed			Dec-2021
Demolish Buildings in Phase 1 / Phase 1 API footprint	Mar-2022	Apr-2022	
Demolish Buildings in Phase 2 footprint		Oct-2023	
Demolish Buildings in Phase 3 footprint		May-2025	
Phase 1 - Multi-Family Apartment Building (20 months)			
Ancillary Public Improvements (API) Engineering and Permitting	Dec-2021	May-2022	
API Construction	Apr-2022	Apr-2023	
Building Design and Permitting	Dec-2021	May-2022	
Close on Land			Apr-2022
Building Construction	May-2022	Jul-2023	
Vertical Building Construction	Jul-2022		<i>Per 6.03</i>
Completion			Jul-2023
Phase 2 - Resi or Mixed Use Building (21 months)			
API Engineering and Permitting	Jun-2023	Nov-2023	
API Construction	Nov-2023	May-2024	
Building Design and Permitting	Jun-2023	Nov-2023	
Close on Land			Nov-2023
Building Construction	Nov-2023	Feb-2025	
Vertical Building Construction	Jan-2024		<i>Per 6.03</i>
Completion			Feb-2025
Phase 3 - Mixed-Use Commercial Bldg (23 months)			
API Engineering and Permitting	Dec-2024	Jun-2025	
API Construction	Jun-2025	Jun-2026	
Building Design and Permitting	Dec-2024	Jun-2025	
Close on Land			Apr-2025
Building Construction	Jun-2025	Oct-2026	
Vertical Building Construction	Sep-2025		<i>Per 6.03</i>
Completion			Nov-2026
End of Initial Development Term (5 years)			Nov-2026

EXHIBIT "F"
SURVEY OF EASEMENT, ENCROACHMENT,
BOUNDARY IRREGULARITIES AND UTILITY LOCATIONS



SHEET 4 OF 4

EXHIBIT "G"
TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

THIS INSTRUMENT RETURN TO:
Linda Hansell, City Clerk
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

THIS INSTRUMENT PREPARED BY:
Kalanit Oded, Deputy City Attorney
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

Property Appraiser's PIN:
Part of _____

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT
(From City of Kissimmee to Skyview)

THIS TEMPORARY CONSTRUCTION EASEMENT is made this _____, between, the **CITY OF KISSIMMEE**, a Florida municipal corporation whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter the "City"), as grantor, and **SKYVIEW KISSIMMEE DEVELOPER LLC**, a Delaware Limited Liability Company, having its principal place of business at 330 N Beaumont Ave, Kissimmee, FL 34741, (hereinafter referred to as "Skyview"), as grantee.

WITNESSETH:

WHEREAS, Skyview, pursuant to that certain Master Development Agreement (the "Agreement") dated _____, is redeveloping the Beaumont Development Parcel (the "Project"); and

WHEREAS, Skyview is constructing and/or utilizing the Ancillary Public Improvements and Necessary Site Improvements owned by City for developing each phase of the Project; and

WHEREAS, in connection with said work, it will be necessary to have access to the real property owned by the City; and

THAT the City, for and in consideration of the sum of TEN AND NO/100 DOLLAR (\$10.00) and other good and valuable considerations, to it in hand paid by Skyview, the receipt whereof is hereby acknowledged, hereby grants unto Skyview a temporary construction and access easement for the demolition of existing structures on the Beaumont Development Parcel and the construction of Necessary Site Improvements, the Ancillary Public Improvements and to take all other actions permitted under the Agreement, over, under, and across the following described real property, located and situate in the County of Osceola, State of Florida, to wit:

**See Legal Description
attached hereto as Exhibit "A"
and incorporated herein by reference;**

A portion of PIN: _____,
commonly referred to as _____ [address]

**TITLE TO THE PROPERTY DESCRIBED HEREIN, AS WELL AS
THE LEGAL DESCRIPTION, HAS NOT BEEN EXAMINED OR
APPROVED BY THE CITY OF KISSIMMEE OR THE CITY
ATTORNEY'S OFFICE**

(hereinafter, the "Temporary Easement Area").

City hereby grants to the Skyview permission to enter the Temporary Easement Area for demolition of existing structures on the Beaumont Development Parcel and the construction of Necessary Site Improvements, the Ancillary Public Improvements and to take all other actions permitted under the Agreement, together with right of ingress and egress for such purposes. This easement shall become null and void upon the earlier of (i) the passage of five (5) years; or (ii) the date on which Skyview completes the work described herein; or (iii) the date of violation of a condition of this Easement, violation of which as determined by the City.

Skyview, its successors and assigns agree to the following covenants and conditions of this Easement:

1. The rights granted herein shall not be construed to unreasonably interfere with use of the premises adjacent to the Temporary Easement Area.
2. Skyview shall restore the ground surface and repair any damage to the Temporary Easement Area, as applicable, so as to restore it to its condition prior to the Skyview's work in the Temporary Easement Area.
3. Skyview agrees to indemnify and hold harmless the City from all liabilities, claims, damages, losses, costs and expenses, including attorneys' fees and litigation costs, resulting from or arising out of use of the Temporary Easement Area by Skyview, its employees, contractors, sub-contractors, materialmen, laborers and its or their agents.
4. In no event shall Skyview's interest in the Temporary Easement Area be subject to liens arising from Skyview's use of the Temporary Easement Area and Skyview shall promptly cause any such lien imposed against the Temporary Easement Area to be discharged or bonded off.
5. Nothing herein shall render Skyview or the work performed within the Temporary Easement Area to be exempt from all applicable laws, rules, regulations, ordinances, resolutions, policies or procedures, including but not limited to permitting requirements.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness #1 Signature

Witness #1 Name

Witness #2 Signature

Witness #2 Name

CITY OF KISSIMMEE, a Florida municipal
corporation

By: _____
Olga Gonzalez, Mayor

(City Seal)

ATTEST:

Linda Hansell, City Clerk

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by means of ☐ physical presence or ☐ online notarization, by Olga Gonzalez who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

The foregoing easement is accepted and agreed to by **SKYVIEW KISSIMMEE DEVELOPER LLC**, a Delaware limited liability company, this ____ day of _____, 202__.

SKYVIEW KISSIMMEE DEVELOPER LLC, a
Delaware limited liability company

Name: _____
Title: _____

EXHIBIT “H”

STAGING LOCATIONS

Exhibit H - STAGING LOCATIONS

Phase 1 Temporary Construction Office will be located in the building currently located at 330 N. Beaumont Ave

Phase 1 Staging will occur on future development parcel F2. F2 parcel is indicated in Exhibit C.

Phase 2 Temporary Construction Office will be located in the building currently located at 370 N. Beaumont Ave

Phase 2 Staging will occur on future development Parcel F1. F1 parcel is indicated in Exhibit C.

Phase 3 Staging will be evaluated between Skyview and City prior to commencement of Phase 3 construction

EXHIBIT "I"
PROPERTY USE AGREEMENT

Master Development Agreement
SkyView Kissimmee Developer LLC
Page 43 of 44

THIS INSTRUMENT RETURN TO:

Linda Hansell, City Clerk
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

THIS INSTRUMENT PREPARED BY:

Kalanit Oded
Deputy City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

Property Identification Nbr: _____

PROPERTY USE LICENSE AGREEMENT

THIS PROPERTY USE AGREEMENT ("Agreement"), made and entered into as of the _____ day of _____, 202_ by and between the CITY OF KISSIMMEE, FLORIDA, a Florida Municipal Corporation (hereinafter, the "City"), whose address is 101 Church Street, Kissimmee, FL 34741, and SKYVIEW KISSIMMEE DEVELOPER LLC, a Delaware Limited Liability Company, having its principal place of business at 330 N Beaumont Ave, Kissimmee, FL 34741, (hereinafter, the "Licensee").

WITNESSETH:

WHEREAS, Skyview, pursuant to that certain Master Development Agreement (the "Development Agreement") dated _____, is redeveloping the Beaumont Development Parcel (the "Project").

WHEREAS, City is the owner of certain vacant real property within the City and described as follows:

INSERT LEGAL DESCRIPTION

(hereinafter referred to as the "Licensed Area").

WHEREAS, Licensee is desirous of using the Licensed Area as a staging site for construction of the Beaumont Redevelopment Parcel, as depicted on Exhibit "A" attached hereto;

WHEREAS, the City Commission has authorized Licensee to use such Licensed Area subject to the Development Agreement and other terms and conditions for said use.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and certain other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned agree as follows:

1. Recitals. Each and all of the foregoing recitals be and the same are hereby incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement. As used in this Agreement, the term "Licensee" shall refer to and mean the above named Licensee and the successors and assigns of the Licensee as owners in fee simple of the Property.

2. License Granted. Pursuant to the terms hereof, Licensee is hereby granted a license for the exclusive use of the Licensed Area as a staging area for construction activities on the Beaumont Development Parcel pursuant to the Development Agreement.

3. Maintenance Responsibilities. The Licensee shall be exclusively responsible for the maintenance of the Licensed Area during the term of the Agreement. Maintenance shall include promptly and continuously keeping all of the Licensed Area clean, free of litter, debris, branches, tree limbs, brush, grass, trash, junk, refuse, inoperative motor vehicles, junk cars and shall comply with the standards established by the City Code for maintenance of private properties. The Licensee shall be responsible for any damage to the Licensed Area subject to this Agreement during the term hereof regardless of who commits said damage. If the City determines the Licensed Area is not being properly maintained, it shall provide Skyview with written notice and no less than ten (10) days opportunity to cure the issue. The Licensee shall make no alterations or commence any construction to the Licensed Area unless otherwise authorized by the City.

4. License Revocation. The Licensee agrees that this authorized usage may be revocable at the discretion of the City, in accordance with the Development Agreement.

5. Indemnification; Liability of City; Insurance.

(a) SkyView hereby agrees to release and indemnify and save harmless the City, its officers, agents, employees and elected and appointed officials from and against any and all loss of or damage to property, or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, damages, suits, costs, expense, liability, actions, penalties or proceedings of any kind or nature whatsoever, including worker's compensation claims, of or by anyone whomsoever, in any way resulting from, or arising out of SkyView's operations in connection herewith or SkyView's use or occupancy of any portion of the Licensed Area and including acts and omissions of officers, employees, representatives, suppliers, invitees, contractors and agents of SkyView.

(b) The City, in turn, and subject to the limitations of applicable law, agrees to indemnify SkyView, its officers, agents, and employees from damages resulting solely from (i) the sole negligence or intentional misconduct of the City's officers, agent and employees; or (ii) the City activities on the Licensed Area.

(c) The Licensee shall maintain insurance in accordance with the Development Agreement.

6. Attorney's Fees. Each party waives the right to attorney fees and costs for enforcement of this Agreement, including any legal actions or appeal. Skyview and City will make commercially reasonable efforts to include such a waiver in contracts with any consultants, subcontractors and affiliates of either party.

7. Entire Agreement. This agreement shall constitute the entire agreement between the parties.

8. Duration. This Agreement or the rights under this Agreement are not assignable or otherwise transferable in whole or in part by the Licensee. The term of this Agreement is for the Term of the Development Agreement, which shall be no less five (5) years and commences on _____.

9. Enforcement. Enforcement of this Agreement may be by the Licensee or the City and may be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision hereof, either to restrain a violation or to recover damages to the extent permitted by this Agreement. Failure to enforce any covenant or provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. The City shall not be obligated or bound to enforce any of the covenants or provisions herein or be liable to or for non-enforcement hereof. Any non-enforcement by the City shall not be construed to be a waiver of the right to enforce this Agreement at a future time or declare its breach.

10. Severability. Invalidity of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

11. Interpretation. It is agreed that this Agreement has been mutually negotiated and written by all parties hereto. Consequently, this Agreement shall not be interpreted more harshly against any one party as drafter of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

LICENSEE:

Sign: _____
Print Name: _____

By: _____
Skyview Kissimmee Developer LLC

Sign: _____
Print Name: _____

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by means of ☐ physical presence or ☐ online notarization, by _____, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

CITY:

CITY OF KISSIMMEE, FLORIDA,
a Florida Municipal Corporation

Sign: _____
Print Name: _____

Sign: _____
Print Name: _____

By: _____
City Manager

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by means of ☐ physical presence or ☐ online notarization, by _____, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

EXHIBIT "J"
INSURANCE REQUIREMENTS

EXHIBIT "J"

INSURANCE REQUIREMENTS

- 1) Commercial General Liability: \$1,000,000 per occurrence /\$2,000,000 general aggregate.
- 2) Products Liability: \$2,000,000
- 3) Excess Liability: \$5,000,000.00 per occurrence/\$5,000,000 general aggregate.
- 4) Workers' Compensation and Employers' Liability per Statutory Requirements

Exhibit B
Legal Description

LOT 1

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, and Lots 15, 16 and 23, Block N, RESUBDIVISION OF BLOCKS I, J, K, N, O and P, MATHEWS ADDITION TO KISSIMMEE CITY, according to the plat thereof, as recorded in Plat Book 1, Page 68 of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Begin at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 395.19 feet; thence departing said East line, run S89°53'35"E, a distance of 165.45 feet; thence run N00°04'07"E, a distance of 25.90 feet; thence run S89°38'38"E, a distance of 24.00 feet to a Point on a non-tangent curve, concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 58°41'52"; thence run Northeasterly, along the Arc of said curve, a distance of 25.61 feet (Chord Bearing = N29°22'45"E, Chord = 24.51 feet) to the point Reverse Curvature of a curve, concave to the Northwest, having a Radius of 46.00 feet and a Central Angle of 00°28'20"; thence run Northeasterly along the Arc of said curve, a distance of 0.38 feet (Chord Bearing = N58°29'31"E, Chord = 0.38 feet) to a point; thence run S89°57'13"E, a distance of 542.40 feet to the Point of Curvature of a curve, concave to the South, having a Radius of 10.00 feet and a Central Angle of 39°40'59"; thence run Easterly, along the Arc of said curve, a distance of 6.93 feet (Chord Bearing = S70°06'42"E, Chord = 6.79 feet) to a Point on a non-tangent curve, concave to the Northeast, having a Radius of 166.74 feet and a Central Angle of 02°12'34"; thence run Southeasterly, along the Arc of said curve, a distance of 6.43 feet (Chord Bearing = S45°14'25"E, Chord = 6.43 feet) to a Point on a non-tangent curve, concave to the Southwest, having a Radius of 10.00 feet and a Central Angle of 47°22'18"; thence run Southeasterly, along the Arc of said curve, a distance of 8.27 feet (Chord Bearing = S23°34'31"E, Chord = 8.03 feet) to a point; thence run S00°06'38"W, a distance of 91.88 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 1,039.10 feet and a Central Angle of 03°53'02"; thence run Southerly, along the Arc of said curve, a distance of 70.44 feet (Chord Bearing = S01°49'53"E, Chord = 70.42 feet) to the Point of Tangency thereof; thence run S03°46'24"E, a distance of 70.46 feet to the Point of Curvature of a curve, concave to the West, having a Radius of 960.90 feet and a Central Angle of 03°47'14"; thence run Southerly, along the Arc of said curve, a distance of 63.51 feet (Chord Bearing = S01°52'47"E, Chord = 63.50 feet) to the Point of Tangency thereof; thence run S00°09'27"W, a distance of 131.14 feet to a point on the North Right of Way line of Summer Street; thence run S89°58'24"W along said North Right of Way line, a distance of 767.56 feet to the Point of Beginning.

TRACT 3

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 483.61 feet to the Point of Beginning; thence continue N00°06'25"E along said East line, a distance of 40.19 feet to a Point on a non-tangent curve, concave to the North, having a Radius of 947.90 feet and

a Central Angle of 02°20'51"; thence departing said East line, run Easterly, along the Arc of said curve, a distance of 38.84 feet (Chord Bearing = N84°57'07"E, Chord = 38.84 feet) to the Point of Reverse Curvature of a curve, concave to the South, having a Radius of 1,052.10 feet and a Central Angle of 02°27'21"; thence run Easterly, along the Arc of said curve, a distance of 45.10 feet (Chord Bearing = N85°00'22"E, Chord = 45.09 feet) to a Point on a non-tangent curve, concave to the Southeast, having a Radius of 60.96 feet and a Central Angle of 82°21'51"; thence run Northeasterly, along the Arc of said curve, a distance of 87.63 feet (Chord Bearing = N47°52'45"E, Chord = 80.28 feet); thence run S87°43'55"E, a distance of 6.82 feet; thence run N00°02'43"E, a distance of 64.84 feet; thence run N05°46'27"W, a distance of 17.14 feet; thence run N15°37'39"W, a distance of 30.32 feet; thence run N08°02'27"W, a distance of 32.49 feet; thence run N00°02'43"E, a distance of 84.09 feet; thence run N16°30'21"W, a distance of 13.67 feet to a point on the South Right of Way line of Martin Luther King Boulevard; thence run S89°57'44"E along said South Right of Way line, a distance of 16.17 feet; thence departing said South Right of Way line, run S16°30'21"E, a distance of 11.32 feet; thence run S00°02'43"W, a distance of 85.24 feet; thence run S08°02'27"E, a distance of 30.37 feet; thence run S15°37'39"E, a distance of 30.63 feet; thence run S05°46'27"E, a distance of 19.26 feet; thence run S00°02'43"W, a distance of 108.42 feet to the Point of Curvature of a curve, concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 58°35'32"; thence run Southwesterly, along the Arc of said curve, a distance of 25.57 feet (Chord Bearing = S29°20'29"W, Chord = 24.47 feet) to the Point of Reverse Curvature of a curve, concave to the Southeast, having a Radius of 46.00 feet and a Central Angle of 27°48'37"; thence run Southwesterly, along the Arc of said curve, a distance of 22.33 feet (Chord Bearing = S44°43'56"W, Chord = 22.11 feet) to the Point of Reverse Curvature of a curve, concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 57°10'02"; thence run Southwesterly, along the Arc of said curve, a distance of 24.94 feet (Chord Bearing = S59°24'39"W, Chord = 23.92 feet) to the Point of Reverse Curvature of a curve, concave to the South, having a Radius of 1,012.00 feet and a Central Angle of 04°12'59"; thence run Westerly, along the Arc of said curve, a distance of 74.47 feet (Chord Bearing = S85°53'11"W, Chord = 74.45 feet) to a Point on a non-tangent curve, concave to the North, having a Radius of 1,004.08 feet and a Central Angle of 02°28'09"; thence run Westerly, along the Arc of said curve, a distance of 43.27 feet (Chord Bearing = S85°02'17"W, Chord = 43.27 feet) to the Point of Beginning.

TRACT 4

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 691.62 feet to the North line of said Lot 1; thence run S89°53'37"W along said North line, a distance of 57.40 feet; thence departing said North line, run N00°07'06"E, a distance of 133.79 feet to a point on the South Right of Way line of Martin Luther King Boulevard; thence run S89°57'44"E along said South Right of Way line, a distance of 264.78 feet to the Point of Beginning; thence continue S89°57'44"E along said South Right of Way line, a distance of 18.67 feet to a Point on a non-tangent curve, concave to the East, having a Radius of 24.00 feet and a Central Angle of 44°50'24"; thence departing said South Right of Way line, run Southerly, along the Arc of said curve, a distance of 18.78 feet (Chord Bearing = S22°27'55"W, Chord = 18.31 feet); thence run S00°00'00"E, a distance of 80.28 feet to a Point on a non-tangent curve, concave to the West, having a Radius of 118.07 feet and a Central Angle of 15°49'21"; thence run Southerly, along the Arc of said curve, a distance of 32.61 feet (Chord Bearing = S08°14'32"W, Chord = 32.50 feet); thence run S16°13'03"W, a distance of 23.65 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 84.50 feet and a

Central Angle of 16°10'20"; thence run Southerly, along the Arc of said curve, a distance of 23.85 feet (Chord Bearing = S08°07'53"W, Chord = 23.77 feet); thence run S00°02'43"W, a distance of 64.84 feet to a Point on a non-tangent curve, concave to the Southwest, having a Radius of 60.96 feet and a Central Angle of 94°07'41"; thence run Southeasterly, along the Arc of said curve, a distance of 100.15 feet (Chord Bearing = S48°19'24"E, Chord = 89.26 feet); thence run S89°57'17"E, a distance of 468.02 feet to the Point of Curvature of a curve, concave to the Northwest, having a Radius of 12.00 feet and a Central Angle of 45°49'18"; thence run Northeasterly, along the Arc of said curve, a distance of 9.60 feet (Chord Bearing = N67°08'04"E, Chord = 9.34 feet) to the Point of Reverse Curvature of a curve, concave to the Southeast, having a Radius of 68.50 feet and a Central Angle of 22°47'58"; thence run Northeasterly, along the Arc of said curve, a distance of 27.26 feet (Chord Bearing = N55°37'24"E, Chord = 27.08 feet) to the Point of Reverse Curvature of a curve, concave to the Northwest, having a Radius of 6.00 feet and a Central Angle of 57°43'01"; thence run Northeasterly, along the Arc of said curve, a distance of 6.04 feet (Chord Bearing = N38°09'53"E, Chord = 5.79 feet) to the Point of Reverse Curvature of a curve, concave to the East, having a Radius of 327.50 feet and a Central Angle of 10°43'10"; thence run Northerly, along the Arc of said curve, a distance of 61.27 feet (Chord Bearing = N14°39'57"E, Chord = 61.18 feet) to the Point of Tangency thereof; ; thence run N20°01'32"E, a distance of 53.08 feet to the Point of Curvature of a curve, concave to the West, having a Radius of 84.50 feet and a Central Angle of 18°31'39"; thence run Northerly, along the Arc of said curve, a distance of 27.32 feet (Chord Bearing = N10°45'43"E, Chord = 27.21 feet); thence run N02°09'47"E, a distance of 23.22 feet; thence run N09°45'14"E, a distance of 23.31 feet to a Point on a non-tangent curve, concave to the West, having a Radius of 258.00 feet and a Central Angle of 14°33'14"; thence run Northerly, along the Arc of said curve, a distance of 65.53 feet (Chord Bearing = N07°18'53"E, Chord = 65.36 feet); thence run N00°02'16"E, a distance of 13.25 feet to the Point of Curvature of a curve, concave to the West, having a Radius of 24.00 feet and a Central Angle of 42°37'15"; thence run Northerly, along the Arc of said curve, a distance of 17.85 feet (Chord Bearing = N21°16'22"W, Chord = 17.44 feet) to a point on the aforesaid South Right of Way line of Martin Luther King Boulevard; thence run S89°57'44"E along said south Right of Way line, a distance of 18.34 feet to a Point on a non-tangent curve, concave to the West, having a Radius of 39.50 feet and a Central Angle of 24°17'41"; thence departing said South Right of Way line, run Southerly, along the Arc of said curve, a distance of 16.75 feet (Chord Bearing = S12°06'34"E, Chord = 16.62 feet); thence run S00°02'16"W, a distance of 13.25 feet to the Point of Curvature of a curve, concave to the West, having a Radius of 273.50 feet and a Central Angle of 14°24'53"; thence run Southerly, along the Arc of said curve, a distance of 68.81 feet (Chord Bearing = S07°14'42"W, Chord = 68.63 feet); thence run S09°45'14"W, a distance of 21.64 feet; thence run S02°09'47"W, a distance of 22.11 feet to a Point on a non-tangent curve, concave to the West, having a Radius of 100.00 feet and a Central Angle of 18°28'26"; thence run Southerly, along the Arc of said curve, a distance of 32.24 feet (Chord Bearing = S10°47'19"W, Chord = 32.10 feet); thence run S20°01'32"W, a distance of 53.08 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 312.00 feet and a Central Angle of 11°51'05"; thence run Southerly, along the Arc of said curve, a distance of 64.54 feet (Chord Bearing = S14°06'00"W, Chord = 64.42 feet) to the Point of Reverse Curvature of a curve, concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 53°37'45"; thence run Southwesterly, along the Arc of said curve, a distance of 23.40 feet (Chord Bearing = S34°59'20"W, Chord = 22.56 feet) to the Point of Reverse Curvature of a curve, concave to the Southeast, having a Radius of 46.00 feet and a Central Angle of 30°21'01"; thence run Southwesterly, along the Arc of said curve, a distance of 24.37 feet (Chord Bearing = S46°37'42"W, Chord = 24.08 feet) to the Point of Reverse Curvature of a curve, concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 58°35'32"; thence run Southwesterly, along the Arc of said curve, a distance of 25.57 feet (Chord Bearing = S60°44'57"W, Chord = 24.47 feet) to the Point of Tangency thereof; thence run N89°57'17"W, a distance of 498.77 feet to the Point of Curvature of a curve, concave to the Northeast, having a Radius of 25.00 feet and a Central Angle of 58°35'32"; thence run Northwesterly, along the

Arc of said curve, a distance of 25.57 feet (Chord Bearing = N60°39'31"W, Chord = 24.47 feet) to the Point of Reverse Curvature of a curve, concave to the Southwest, having a Radius of 46.00 feet and a Central Angle of 27°11'03"; thence run Northwesterly, along the Arc of said curve, a distance of 21.82 feet (Chord Bearing = N44°57'17"W, Chord = 21.62 feet) to the Point of Reverse Curvature of a curve, concave to the Northeast, having a Radius of 25.00 feet and a Central Angle of 58°35'32"; thence run Northwesterly, along the Arc of said curve, a distance of 25.57 feet (Chord Bearing = N29°15'03"W, Chord = 24.47 feet) to the Point of Tangency thereof; thence run N00°02'43"E, a distance of 107.64 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 100.00 feet and a Central Angle of 16°10'20"; thence run Northerly, along the Arc of said curve, a distance of 28.23 feet (Chord Bearing = N08°07'53"E, Chord = 28.13 feet); thence run N16°13'03"E, a distance of 23.64 feet to a Point on a non-tangent curve, concave to the West, having a Radius of 102.57 feet and a Central Angle of 15°47'37"; thence run Northerly, along the Arc of said curve, a distance of 28.27 feet (Chord Bearing = N08°15'07"E, Chord = 28.18 feet); thence run N00°00'00"E, a distance of 80.25 feet to a Point on a non-tangent curve, concave to the East, having a Radius of 39.50 feet and a Central Angle of 25°21'51"; thence run Northerly, along the Arc of said curve, a distance of 17.49 feet (Chord Bearing = N12°43'39"E, Chord = 17.34 feet) to the Point of Beginning.

TRACT 5

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 691.62 feet to the North line of said Lot 1; thence run S89°53'37"W along said North line, a distance of 57.40 feet; thence departing said North line, run N00°07'06"E, a distance of 133.79 feet to a point on the South Right of Way line of Martin Luther King Boulevard; thence run S89°57'44"E along said South Right of Way line, a distance of 954.85 feet to the Point of Beginning; thence continue S89°57'44"E, a distance of 18.27 feet to a Point on a non-tangent curve, concave to the East, having a Radius of 24.00 feet and a Central Angle of 42°07'37"; thence departing said South Right of Way line, run Southerly, along the Arc of said curve, a distance of 17.65 feet (Chord Bearing = S21°06'05"W, Chord = 17.25 feet); thence run S00°02'16"W, a distance of 13.40 feet to the Point of Curvature of a curve, concave to the West, having a Radius of 342.00 feet and a Central Angle of 12°47'09"; thence run Southerly, along the Arc of said curve, a distance of 76.32 feet (Chord Bearing = S06°25'51"W, Chord = 76.16 feet) to the Point of Compound Curvature of a curve, concave to the Northwest, having a Radius of 115.50 feet and a Central Angle of 22°04'31"; thence run Southwesterly, along the Arc of said curve, a distance of 44.50 feet (Chord Bearing = S23°51'41"W, Chord = 44.23 feet); thence run S34°53'57"W, a distance of 23.42 feet to a Point on a non-tangent curve, concave to the Southeast, having a Radius of 84.50 feet and a Central Angle of 14°52'23"; thence run Southwesterly, along the Arc of said curve, a distance of 21.93 feet (Chord Bearing = S27°27'44"W, Chord = 21.87 feet); thence run S20°01'32"W, a distance of 54.96 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 272.50 feet and a Central Angle of 09°37'22"; thence run Southerly, along the Arc of said curve, a distance of 45.77 feet (Chord Bearing = S15°12'51"W, Chord = 45.71 feet) to the Point of Compound Curvature of a curve, concave to the Northeast, having a Radius of 6.00 feet and a Central Angle of 83°50'38"; thence run Southeasterly, along the Arc of said curve, a distance of 8.78 feet (Chord Bearing = S31°31'09"E, Chord = 8.02 feet) to the Point of Reverse Curvature of a curve, concave to the Southwest, having a Radius of 24.00 feet and a Central Angle of 44°06'33"; thence run Southeasterly, along the Arc of said curve, a distance of 18.48 feet (Chord Bearing = S51°23'11"E, Chord = 18.02 feet) to the Point of Reverse Curvature of a curve, concave to the Northeast, having a

Radius of 6.00 feet and a Central Angle of 57°43'56"; thence run Southeasterly, along the Arc of said curve, a distance of 6.05 feet (Chord Bearing = S58°11'52"E, Chord = 5.79 feet) to the Point of Tangency thereof; thence run S86°54'56"E, a distance of 5.41 feet to a Point on a non-tangent curve, concave to the South, having a Radius of 1,044.10 feet and a Central Angle of 04°54'14"; thence run Easterly, along the Arc of said curve, a distance of 89.36 feet (Chord Bearing = S84°18'55"E, Chord = 89.33 feet) to the Point of Reverse Curvature of a curve, concave to the North, having a Radius of 955.90 feet and a Central Angle of 08°08'12"; thence run Easterly, along the Arc of said curve, a distance of 135.75 feet (Chord Bearing = S85°55'54"E, Chord = 135.64 feet) to the Point of Tangency thereof; thence run N90°00'00"E, a distance of 356.55 feet to a point on the West Right of Way line of Central Avenue; thence along said West Right of Way line the following two (2) courses and distances; thence run S24°02'36"W, a distance of 14.75 feet; thence run S02°11'36"W, a distance of 6.82 feet to a point on the North Right of Way line of Aultman Street, said point being a Point on a non-tangent curve, concave to the North, having a Radius of 51.22 feet and a Central Angle of 39°52'08"; thence along said North Right of Way line the following eleven (11) courses and distances; thence run Westerly, along the Arc of said curve, a distance of 35.64 feet (Chord Bearing = S69°53'31"W, Chord = 34.93 feet); thence run S89°49'35"W, a distance of 247.35 feet; thence run N89°16'46"W, a distance of 89.66 feet; thence run N87°56'32"W, a distance of 31.92 feet; thence run N86°23'58"W, a distance of 21.28 feet; thence run N85°09'55"W, a distance of 21.28 feet; thence run N84°14'22"W, a distance of 10.64 feet; thence run N83°19'49"W, a distance of 20.72 feet; thence run N82°33'44"W, a distance of 44.39 feet; thence run N84°53'56"W, a distance of 31.01 feet; thence run N84°48'22"W, a distance of 29.17 feet to a Point on a non-tangent curve, concave to the Northeast, having a Radius of 25.00 feet and a Central Angle of 46°45'58"; thence departing said North Right of Way line, run Northwesterly, along the Arc of said curve, a distance of 20.41 feet (Chord Bearing = N53°10'00"W, Chord = 19.84 feet) to the Point of Reverse Curvature of a curve, concave to the Southwest, having a Radius of 46.00 feet and a Central angle of 25°16'49"; thence run Northwesterly along the Arc of said curve, a distance of 20.30 feet (Chord Bearing = N42°25'25"W, Chord = 20.13 feet) to the Point of Reverse Curvature of a curve, concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 64°35'41"; thence run Northwesterly along the Arc of said curve, a distance of 28.18 feet (Chord Bearing = N22°46'00"W, Chord = 26.72 feet) to the Point of Compound Curvature of a curve, concave to the East, having a Radius of 288.00 feet and a Central Angle of 10°29'42"; thence run Northerly, along the Arc of said curve, a distance of 52.75 feet (Chord Bearing = N14°46'41"E, Chord = 52.68 feet); thence run N20°01'32"E, a distance of 54.96 feet to a Point on a non-tangent curve, concave to the Southeast, having a Radius of 100.00 feet and a Central Angle of 14°52'23"; thence run Northeasterly, along the Arc of said curve, a distance of 25.96 feet (Chord Bearing = N27°27'44"E, Chord = 25.89 feet); thence run N34°53'57"E, a distance of 23.42 feet to the Point of Curvature of a curve, concave to the Northwest, having a Radius of 100.00 feet and a Central Angle of 22°04'31"; thence run Northeasterly, along the Arc of said curve, a distance of 38.53 feet (Chord Bearing = N23°51'41"E, Chord = 38.29 feet) to the Point of Compound Curvature of a curve, concave to the West, having a Radius of 326.50 feet and a Central Angle of 12°47'09"; thence run Northerly, along the Arc of said curve, a distance of 72.86 feet (Chord Bearing = N06°25'51"E, Chord = 72.71 feet); thence run N00°02'16"E, a distance of 13.40 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 39.50 feet and a Central Angle of 24°03'06"; thence run Northerly, along the Arc of said curve, a distance of 16.58 feet (Chord Bearing = N12°03'49"E, Chord = 16.46 feet) to the Point of Beginning.

TRACT 11

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N89°58'24"E, along the North Right of Way line of Summer Street, a distance of 767.56 feet to the Point of Beginning; thence continue along said North Right of Way line the following two (2) courses and distances; thence run N89°58'24"E, a distance of 14.08 feet; thence run S85°26'30"E, a distance of 5.92 feet to a Point on a non-tangent curve, concave to the Northwest, having a Radius of 28.58 feet and a Central Angle of 32°09'39", said point being a point on the West Right of Way line of Beaumont Avenue; thence along said West Right of Way line the following eleven (11) courses and distances; thence run Northeasterly, along the Arc of said curve, a distance of 16.04 feet (Chord Bearing = N26°33'08"E, Chord = 15.83 feet); thence run N00°42'26"E, a distance of 67.08 feet to the Point of Curvature of a curve, concave to the Southwest, having a Radius of 25.00 feet and a Central Angle of 63°36'31"; thence run Northwesterly, along the Arc of said curve, a distance of 27.75 feet (Chord Bearing = N31°05'33"W, Chord = 26.35 feet); thence run N00°06'36"E, a distance of 29.91 feet to a Point on a non-tangent curve, concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 64°16'19"; thence run Northeasterly, along the Arc of said curve, a distance of 28.04 feet (Chord Bearing = N28°44'22"E, Chord = 26.60 feet) to a Point on a non-tangent curve, concave to the West, having a Radius of 945.23 feet and a Central Angle of 04°15'39"; thence run Northerly, along the Arc of said curve, a distance of 70.29 feet (Chord Bearing = N03°06'20"W, Chord = 70.28 feet) to the Point of Reverse Curvature of a curve, concave to the East, having a Radius of 1,041.50 feet and a Central Angle of 03°18'01"; thence run Northerly, along the Arc of said curve, a distance of 59.99 feet (Chord Bearing = N03°35'09"W, Chord = 59.99 feet) to the Point of Tangency thereof; thence run N01°56'08"W, a distance of 25.04 feet; thence run N00°02'07"W, a distance of 108.24 feet to a Point on a non-tangent curve, concave to the West, having a Radius of 25.00 feet and a Central Angle of 31°51'34"; thence run Northerly, along the Arc of said curve, a distance of 13.90 feet (Chord Bearing = N15°49'09"W, Chord = 13.72 feet); thence run N00°06'36"E, a distance of 4.19 feet to a Point on a non-tangent curve, concave to the Northeast, having a Radius of 46.00 feet and a Central Angle of 38°28'57"; thence departing said West Right of Way line, run Northwesterly, along the Arc of said curve, a distance of 30.90 feet (Chord Bearing = N50°36'14"W, Chord = 30.32 feet) to the Point of Reverse Curvature of a curve, concave to the Southwest, having a Radius of 25.00 feet and a Central Angle of 58°35'32"; thence run Northwesterly, along the Arc of said curve, a distance of 25.57 feet (Chord Bearing = N60°39'31"W, Chord = 24.47 feet) to the Point of Tangency thereof; thence run N89°57'17"W, a distance of 498.77 feet to the Point of Curvature of a curve, concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 58°35'32"; thence run Southwesterly, along the Arc of said curve, a distance of 25.57 feet (Chord Bearing = S60°44'57"W, Chord = 24.47 feet) to the Point of Reverse Curvature of a curve, concave to the Northwest, having a Radius of 46.00 feet and a Central Angle of 26°48'09"; thence run Southwesterly, along the Arc of said curve, a distance of 21.52 feet (Chord Bearing = S44°51'16"W, Chord = 21.32 feet); thence run S89°57'13"E, a distance of 542.40 feet to the Point of Curvature of a curve, concave to the South, having a Radius of 10.00 feet and a Central Angle of 39°40'59"; thence run Easterly, along the Arc of said curve, a distance of 6.93 feet (Chord Bearing = S70°06'42"E, Chord = 6.79 feet) to a Point on a non-tangent curve, concave to the Northeast, having a Radius of 166.74 feet and a Central Angle of 02°12'34"; thence run Southeasterly, along the Arc of said curve, a distance of 6.43 feet (Chord Bearing = S45°14'25"E, Chord = 6.43 feet) to a Point on a non-tangent curve, concave to the Southwest, having a Radius of 10.00 feet and a Central Angle of 47°22'18"; thence run Southeasterly, along the Arc of said curve, a distance of 8.27 feet (Chord Bearing = S23°34'31"E, Chord = 8.03 feet); thence run S00°06'38"W, a distance of 91.88 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 1,039.10 feet and a Central Angle of 03°53'02"; thence run Southerly, along the Arc of said curve, a distance of 70.44 feet (Chord Bearing = S01°49'53"E, Chord = 70.42 feet); thence run S03°46'24"E, a distance of 70.46 feet to the Point of Curvature of a curve, concave to the West, having a Radius of 960.90 feet and a Central Angle of 03°47'14"; thence run Southerly, along the Arc of said curve, a

distance of 63.51 feet (Chord Bearing = S01°52'47"E, Chord = 63.50 feet); thence run S00°09'27"W, a distance of 131.14 feet to the Point of Beginning.

TOGETHER WITH:

Those certain easements for construction, drainage and access as set forth in a certain Construction, Drainage and Access Easement Agreement recorded concurrently herewith in Official Records of Osceola County, Florida, including but not limited to drainage easements over the following Drainage Easements 1 through and including 9.

DRAINAGE EASEMENT 1

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 523.80 feet to a point on a non-tangent curve, concave to the North, having a Radius of 947.90 feet and a Central Angle of 02°20'51"; thence departing said East line, run Northeasterly along the Arc of said curve, a distance of 38.84 feet (Chord Bearing = N84°57'07"E, Chord = 38.84 feet) to the Point of Reverse Curvature of a curve, concave to the South, having a Radius of 1052.10 feet and a Central Angle of 02°27'21"; thence run Northeasterly along the Arc of said curve, a distance of 45.10 feet (Chord Bearing = N85°00'22"E, Chord = 45.09 feet) to a point on a non-tangent curve, concave to the Southeast, having a Radius of 60.96 feet and a Central Angle of 25°47'30"; thence run Northeasterly along the Arc of said curve, a distance of 27.44 feet (Chord Bearing = N19°35'35"E, Chord = 27.21 feet) to the Point of Beginning; thence run N47°52'51"W, a distance of 17.99 feet; thence run N42°07'09"E, a distance of 32.00 feet; thence run S47°52'51"E, a distance of 21.16 feet to a Point on a non-tangent curve, concave to the Southeast, having a Radius of 60.96 feet and a Central Angle of 30°35'12"; thence run Southwesterly, along the Arc of said curve, a distance of 32.54 feet (Chord Bearing = S47°46'56"W, Chord = 32.16 feet) to the Point of Beginning.

DRAINAGE EASEMENT 2

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 523.80 feet to a point on a non-tangent curve, concave to the North, having a Radius of 947.90 feet and a Central Angle of 02°20'51"; thence departing said East line, run Northeasterly along the Arc of said curve, a distance of 38.84 feet (Chord Bearing = N84°57'07"E, Chord = 38.84 feet) to the Point of Reverse Curvature of a curve, concave to the South, having a Radius of 1052.10 feet and a Central Angle of 02°27'21"; thence run Northeasterly along the Arc of said curve, a distance of 45.10 feet (Chord Bearing = N85°00'22"E, Chord = 45.09 feet) to a point on a non-tangent curve, concave to the Southeast, having a Radius of 60.96 feet and a Central Angle of 82°21'51"; thence run Northeasterly along the Arc of said curve, a distance of 87.63 feet (Chord Bearing = N47°52'45"E, Chord = 80.28 feet); thence run S87°43'55"E, a distance of 6.82 feet; thence run N00°02'43"E, a distance of 64.84 feet; thence run N05°46'27"W, a distance of 7.44 feet to the Point of Beginning; thence run

S74°17'48"W, a distance of 53.51 feet; thence run N15°42'12"W, a distance of 25.00 feet; thence run N74°17'48"E, a distance of 55.21 feet; thence run S15°37'39"E, a distance of 15.45 feet; thence run S05°46'27"E, a distance of 9.69 feet to the Point of Beginning.

DRAINAGE EASEMENT 3

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 691.62 feet to a point on the North line of said Lot 1; thence run S89°53'37"W along said North line, a distance of 37.40 feet to the Point of Beginning; thence continue S89°53'37"W, a distance of 20.00 feet; thence departing said North line, run N00°07'06"E, a distance of 133.79 feet to a point on the South Right of Way line of Martin Luther King Boulevard; thence run S89°57'44"E along said South Right of Way line, a distance of 188.58 feet; thence departing Said South Right of Way line, run S16°30'21"E, a distance of 13.67 feet; thence run S00°02'43"W, a distance of 6.89 feet; thence run N89°57'44"W, a distance of 88.82 feet; thence run S00°00'00"E, a distance of 6.33 feet; thence run N90°00'00"W, a distance of 20.00 feet; thence run N00°00'00"E, a distance of 6.35 feet; thence run N89°57'44"W, a distance of 63.68 feet; thence run S00°07'06"W, a distance of 113.74 feet to the Point of Beginning.

DRAINAGE EASEMENT 4

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N00°06'25"E, along the East line of said Lot 1, KISSIMMEE FIRE STATION NO. 11, a distance of 691.62 feet to a point on the North line of said Lot 1; thence run S89°53'37"W along said North line, a distance of 57.40 feet; thence departing said North line, run N00°07'06"E, a distance of 133.79 feet to a point on the South Right of Way line of Martin Luther King Boulevard; thence run S89°57'44"E along said South Right of Way line, a distance of 283.46 feet to the Point of Beginning; thence continue S89°57'44"E along said South Right of Way line, a distance of 593.12 feet to a Point on a non-tangent curve, concave to the West, having a Radius of 24.00 feet and a Central Angle of 42°37'15"; thence departing said South Right of Way line, run Southerly, along the Arc of said curve, a distance of 17.85 feet (Chord Bearing = S21°16'22"E, Chord = 17.44 feet); thence run S00°02'16"W, a distance of 3.75 feet; thence run N89°57'44"W, a distance of 266.05 feet; thence run S00°29'39"E, a distance of 25.81 feet; thence run N90°00'00"W, a distance of 20.00 feet; thence run N00°29'39"W, a distance of 25.82 feet; thence run N89°57'44"W, a distance of 320.40 feet; thence run N00°00'00"E, a distance of 3.08 feet to a Point on a non-tangent curve, concave to the East, having a Radius of 24.00 feet and a Central Angle of 44°50'24"; thence run Northerly, along the Arc of said curve, a distance of 18.78 feet (Chord Bearing = N22°27'55"E, Chord = 18.31 feet) to the Point of Beginning.

DRAINAGE EASEMENT 5

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

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DRAINAGE EASEMENT 6

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

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DRAINAGE EASEMENT 7

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

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DRAINAGE EASEMENT 8

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

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S00°02'21"W, a distance of 20.00 feet; thence run N90°00'00"W, a distance of 54.39 feet; thence run N00°00'00"E, a distance of 20.00 feet; thence run N90°00'00"E, a distance of 54.41 feet to the Point of Beginning.

DRAINAGE EASEMENT 9

A parcel of land being a portion of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

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And together with Easements as set forth and created by that certain Temporary Construction and Access Easement in favor of Skyview Kissimmee Developer LLC, a Delaware limited liability company recorded July 21, 2022, in Official Records Book 6255, Page 1247, Public Records of Osceola County, Florida.

ITEM 8.B

Advisory Board Vacancies: Board of Adjustment and Planning Advisory Board

Request

The Commission is requested to make appointments to fill vacancies on the Board of Adjustment and Planning Advisory Board.

Explanation

Commissioner Castano appointed Jeniffer Salas to the Board of Adjustment on October 18, 2022, pending review of an application that was to be filed. Ms. Salas' application was received, but upon review she did not qualify for the position. She was notified and submitted a second application with changes but she still did not qualify for the position on the grounds she is not a City resident and does not own or operate a business in the City. Since the term expiration date for this vacancy is set for May 31, 2023, City staff requests that the appointment be made for the remainder of the term, plus an additional three (3) full year term, expiring on May 31, 2026. Seat # 1 was originally assigned the Board of Adjustment vacancy and it has been reassigned to Seat # 1 due to the applicant not qualifying for appointment.

Commissioner Eady appointed Yohanna Cruz to the Planning Advisory Board on February 21, 2023, pending review of an application that was to be filed. Ms. Cruz's application was received, but upon review she did not qualify for the position as she is not a City resident and does not maintain a business office in the City limits. Seat # 2 was originally assigned the Planning Advisory Board vacancy and it has been reassigned to Seat # 2 due to the applicant not qualifying for appointment.

Planning Advisory Board Member, Jeffrey Wolff missed more than half of the scheduled meetings for the calendar year of 2022. City Code Section 2-146, states that "in the event that an appointee misses three consecutive meetings or at least one-half of the meetings of the calendar year, he shall be considered to have resigned and a new replacement may be appointed." Mr. Wolff's term is set to expire on May 31, 2023. When an appointment is made, City staff requests that the appointment be made for the remainder of the term, plus an additional three (3) full year term, expiring on May 31, 2026. Seat # 3 has been assigned this Planning Advisory Board vacancy.

The Commissioners will have 30 days to make an appointment. If no extension is requested, the appointment will automatically roll over to the next Commissioner in the rotation.

Commissioner Rotation:	Appointment Expires:	Advisory Board:	Board Term Expires:	Requirements:
Seat #1 - Castano <i>*No applications currently on file*</i>	1/17/2023 2/21/2023 3/21/2023 4/18/2023	Board of Adjustment	05/31/2023 (requesting filling of partial term, plus new three (3) year term, ending 05/31/2026)	City Resident and must have a Florida License as an Engineer, Architect, Surveyor or Contractor. Members may be a resident or non-City resident; non-residents must either own real property or maintain a business office within the City.

Seat #2 - Eady <i>*No applications currently on file*</i>	2/21/2023 4/04/2023	Planning Advisory Board	05/31/2024	Member must be a City resident or maintain a business office within the City.
Seat #3 - Alvarez <i>*No applications currently on file*</i>	2/21/2023 3/21/2023 4/18/2023	Planning Advisory Board	05/31/2023 (requesting filling of partial term, plus new three (3) year term, ending 05/31/2026	Member may be a resident or non-City resident; non-residents must either own real property or maintain a business office within the City.

Recommendation

Staff recommends the Commission make appointments to fill vacancies on the Board of Adjustment and Planning Advisory Board.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

None