

This document prepared by and
after recording return to:

Thomas E. Francis, Esq.
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, FL 32801

ROSEARTS DISTRICT DEVELOPMENT AGREEMENT

THIS ROSEARTS DISTRICT DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into by and between LAKE ORLANDO LAND OWNER, LLC, a Florida limited liability company (“Developer”), whose address for purposes of this Agreement is 701 Brickell Avenue, Suite 1550, Miami, FL 33131, and the CITY OF ORLANDO (“City), whose address for purposes of this Agreement is 400 S. Orange Avenue, Orlando, FL 32801. The Developer and the City are sometimes together referred to herein as the “Parties,” and separately as a “Party,” as the context requires.

RECITALS:

*(Capitalized terms not otherwise defined in the following recitals
are defined in this Agreement or in the City Code.)*

A. Developer is the owner and master developer of approximately 128 acres of real property located in the City of Orlando, Orange County, Florida, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the “Property”).

B. The Property currently is zoned PD, Planned Development District, pursuant to an ordinance adopted by the Orlando City Council on , 2021 (City Documentary #) (the “PD Zoning”).

C. Pursuant to the PD Zoning, the Property is approved for the development of up to 5,650 residential units, up to 350,000 square feet of ancillary retail, restaurant, office, personal service, hotel and public benefit uses, and preservation of certain amounts of wetlands and conservation areas (collectively, the “Project”).

D. The Parties intend for the Property to be developed in accordance with the terms of the PD Zoning and other applicable zoning, and this Agreement, as applicable, and as each may be amended from time to time.

E. The City and the Developer hereby acknowledge and warrant to each other that this Agreement, including any future acts as required hereby, is binding and enforceable, in accordance with its terms, on the City and the Developer.

Accordingly, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, each to the other provided, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals and Exhibits.** The above recitals are true and correct, are incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are incorporated herein by reference and form a material part of this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the understanding and agreement of the Parties with respect to the future development, redevelopment, and use of the Property.

3. **Definitions.** The following words, phrases, and terms used in this Agreement shall have the following meanings:

3.1 **City.** “City” means the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida.

3.2 **Developer.** “Developer” means Lake Orlando Land Owner, LLC, a Florida limited liability company, its successors and assigns where designated as the “Developer” in a recorded instrument executed by the immediately preceding Developer.

3.3 **Effective Date.** “Effective Date” means the date described in Section 14 of this Agreement.

3.4 **Final Site Plan Approval.** “Final Site Plan Approval” means approval of a Final Site Plan pursuant to LDC Sections 65.342-65.345.

3.5 **GMP.** “GMP” means the City’s Growth Management Policy, which is the name of the City’s comprehensive plan adopted pursuant to Chapter 163, Part II, *Florida Statutes*.

3.6 **Individual Development.** “Individual Development” means an individual or incremental development project within a Phase which is the subject of Final Site Plan Approval.

3.7 **LDC.** “LDC” means the City Land Development Code, as the same may be amended from time to time.

3.8 **Master Association.** “Master Association” means a not-for-profit corporation established by the Developer in connection with the imposition of a master declaration encumbering the Property and the Project, which Master Association shall provide for the care, operation, management, maintenance, repair and replacement of certain Master Association property and Project common areas, together with the administration and enforcement of the terms and conditions of such master declaration. In connection therewith and as provided in this Agreement, the performance and satisfaction of certain terms, conditions and obligations of this Agreement may be assigned by the Developer to the Master Association in Developer’s sole and absolute discretion. Any such assignment(s) from Developer to the Master Association shall be

evidenced and memorialized by (i) written notice thereof to the City and (ii) a notice recorded among the Public Records of Orange County, Florida.

3.9 **Owner.** “Owner” means the fee simple owner (which may be the Developer) or ground lessee of an Individual Development.

3.10 **Phase.** “Phase” means any one of Phase 1, Phase 2 or Phase 3.

3.11 **Phase 1.** “Phase 1” means that portion of the Project depicted as Phase 1 on the Site Plan and containing up to 1,600 residential dwelling units and up to 150,000 square feet of non-residential uses (subject to permitted conversion based upon the approved equivalency matrix).

3.12 **Phase 2.** “Phase 2” means that portion of the Project depicted as Phase 2 on the Site Plan and containing up to 2,500 residential dwelling units and up to 100,000 square feet of non-residential uses (subject to permitted conversion based upon the approved equivalency matrix).

3.13 **Phase 3.** “Phase 3” means that portion of the Project depicted as Phase 3 on the Site Plan and containing up to 1,550 residential dwelling units and up to 100,000 square feet of non-residential uses (subject to permitted conversion based upon the approved equivalency matrix).

3.14 **Site Plan.** “Site Plan” means the conceptual [REDACTED] plan approved as part of the PD Zoning, a copy of which is attached hereto as Exhibit B and by this reference made a part hereof. In the event of any amendments or modifications to the PD Zoning which modify or amend the Site Plan, this Agreement (and the Site Plan attached hereto) automatically shall be amended and modified consistent with such amendments or modifications to the PD Zoning.

4. **Authority.** The persons executing this Agreement represent that they have full authority and the necessary approval and authorization to enter into and execute this Agreement on behalf of the applicable Party. The City hereby represents, warrants, and covenants to and with the Developer that this Agreement has been validly approved by the City Council, that it has been duly executed and delivered by the City, that it is consistent with the GMP, and that the enforceability hereof is not subject to impairment on the basis of any public policy or police power.

5. **Affordable Housing.**

5.1 **Definitions.** The following words, phrases and terms used in this Agreement shall have the following meanings for purposes of this Section 5:

5.1.1 **Adjusted Income.** “Adjusted Income” means the annual income as defined in Florida Administrative Code §67-48.002(4), which is the gross income from wages, income from assets, regular cash or non-cash contributions, and any other resources and benefits determined to be income by HUD, adjusted for family size, minus the deductions allowable under 24 CFR §5.611.

5.1.2 Affordability Period. “Affordability Period” means rent restrictions and income requirements are imposed for a minimum period of twenty (20) years from the date of issuance for the Certificate of Occupancy for each Affordable Dwelling Unit. Upon request of the Developer, the City shall cooperate diligently and in good faith to record a notice and confirmation of the termination of the Affordability Period with respect to an Individual Development among the Public Records of Orange County, Florida.

5.1.3 Affordable Dwelling Units. “Affordable Dwelling Units” means the units are both rent and income restricted. Rent schedules for the units shall be based on the Florida Housing Finance Corporation (“FHFC”) table utilized for administering the Low-Income Housing Tax Credit program entitled “Multifamily Rental Programs Income Limits and Rent Limits,” also referred as the Multi-Family Rental Program Matrix, as revised from time to time and adjusted based on the number of bedrooms.

5.1.4 AMI. “AMI” means “Area Median Income” as defined or established through the FHFC Multi-Family Rental Program Matrix based on household size and unit number bedrooms.

5.1.5 Dwelling Unit. “Dwelling Unit” means a multi-family residential accommodation available for rent within the Project.

5.1.6 Fixed. “Fixed” means specific units are designated Affordable Dwelling Units and never change during the applicable Affordability Period.

5.1.7 Floating. “Floating” means units that are designated as Affordable Dwelling Units that may change over time, as long as the total number of Affordable Dwelling Units in each Phase of the Project complies with the minimum requirements of this Agreement.

5.1.8 HCDD. “HCDD” means the City’s Housing and Community Development Department.

5.1.9 Next Available Unit. “Next Available Unit” means that another unit in the Individual Development is made available for occupancy and rent as a qualifying Affordable Dwelling Unit hereunder.

5.2 Provision of Affordable Housing. The Developer has agreed as part of the Project approval to provide Affordable Dwelling Units as set forth in this Agreement as part of the development program. Each Phase of the Project shall dedicate a minimum of ten percent (10%) of the Dwelling Units for occupancy of households with Adjusted Incomes that do not exceed 100% of AMI, and the average Adjusted Income for all set-aside Affordable Dwelling Units in each Phase shall not exceed sixty percent (60%) of AMI. For the purposes of the foregoing:

5.2.1 Compliance with the foregoing affordability goals set forth in this Agreement shall be determined on a Specific Parcel Master Plan (SPMP) basis (i.e., each SPMP of the Project shall be measured and monitored for its compliance with the affordability goals), and each Individual Development within an SPMP shall be assigned its role and obligation in maintaining and operating Affordable Dwelling Units within such Individual Development so as to comply with the affordability requirements for its particular SPMP. As provided in Section 5.2.2

below, Developer shall assign each Individual Development its role and obligation in maintaining and operating Affordable Housing Units.

5.2.2 Each Individual Development shall have a memorandum of understanding (“MOU”) between the Owner and the City to establish its role and obligation in maintaining the affordability goals and such MOU must be submitted with each Final Site Plan in accordance with City of Orlando City Code Section 65.342. As part of Final Site Plan review for such Individual Development, the MOU shall be reviewed by the HCDD for compliance with this Section 5. The MOU shall be part of (and a condition of) Final Site Plan Approval. The MOU must be approved by Council and executed by all parties prior to issuance of a building permit. The role and responsibility of an Individual Development, consistent with the terms of the executed MOU, also shall be established and addressed by an assignment agreement between the Developer and the Owner of such Individual Development, approved in form by the City and recorded among the Public Records of Orange County, Florida (an “Affordability Assignment”). Consistent with the affordability goals being determined and measured on a Phase-by-Phase basis, an Individual Development shall be assigned the role and responsibility of maintaining either more or less than a minimum of ten percent (10%) of its Dwelling Units as Affordable Dwelling Units in order to achieve the overall affordability goals for the applicable Phase. Upon recording the Affordability Assignment for an Individual Development, the obligation and responsibility for compliance with this Section 5 with respect to such Individual Development shall be assigned to and assumed by the Owner of the Individual Development, and thereafter the Developer shall not be responsible or obligated for such Individual Development’s compliance with the terms and conditions of this Section 5.

5.3 **Increases in Tenant Incomes.** The Affordable Dwelling Units will continue to qualify as Affordable Dwelling Units despite temporary noncompliance caused by increases in Adjusted Incomes of existing tenants if actions satisfactory to the City in its reasonable discretion are being taken to ensure that the Next Available Unit is filled in accordance with the sixty percent (60%) AMI average established in this Agreement and the PD Zoning. Unless a tenant’s Adjusted Income rises above one hundred percent (100%) of AMI, the rent of such tenant’s unit shall remain restricted and the applicable unit does not need to be replaced by a Next Available Unit unless and until the tenant’s income rises above one hundred percent (100%) of AMI.

5.4 **Designated Affordable Dwelling Units.** For the purposes of complying with the requirements of this Section 5, eligible Affordable Dwelling Units may consist of either (i) Dwelling Units within an Individual Development that always are set-aside as Fixed Affordable Dwelling Units, or (ii) Floating Affordable Dwelling Units within an Individual Development so long as such Dwelling Units, in combination, constitute Affordable Dwelling Units as defined in this Agreement. The intent of this Section 5.4 is to provide each Individual Development the maximum flexibility to achieve the affordable housing requirements set forth in this Agreement.

5.5 **Non-Discrimination.** No Owner shall discriminate on the basis of race, creed, religion, color, sex, familial status, national origin or handicap in the use or occupancy of the Project. Age discrimination and discrimination against minor dependents, except when units are specifically being held for elderly households in accordance with applicable State and Federal law, are also not permitted.

5.6 **Transfer of Ownership.** If a transfer of ownership for all or any part of an Individual Development takes place during the Affordability Period, then the new Owner thereof shall continue to maintain the Affordable Dwelling Units within such Individual Development in accordance with this Agreement, the MOU, and the applicable Final Site Plan Approval.

5.7 **Annual Reports.** During the applicable Affordability Period, each Owner of an Individual Development containing Affordable Dwelling Units shall submit an annual report (including annual recertification of each tenant of the Individual Development per the definitions and requirements of this Agreement) to the Master Association and to the HCDD by September 30 of each year. All reports shall be formatted and include the information shown in Exhibit C attached hereto and by this reference made a part hereof, and shall provide supporting documents such as leases, applications, employment, and income certification documents. In addition, during the Affordability Period, the Master Association also shall submit an annual report to the HCDD documenting and summarizing the overall performance of each Phase of the Project in maintaining Affordable Dwelling Units pursuant to this Agreement.

5.8 **Tenant Selection and Protection Criteria.** Each lease for an Affordable Dwelling Unit must be a written lease between the tenant and the Owner that is for a term of not less than one (1) year, unless by mutual agreement between the tenant and the Owner a shorter term is agreed upon (but in no event less than six (6) months). In addition, lease terms for Affordable Dwelling Units cannot differ from the lease terms established for the other residential units within the Individual Development (except for those lease terms reasonably required to implement and satisfy the requirements of this Agreement).

5.9 **Monitoring and Inspection.** Each Phase of the Project must maintain the total number of Affordable Dwelling Units required in the applicable Final Site Plan Approval and Affordability Assignment. To verify compliance, each Owner of an Individual Development containing Affordable Dwelling Units and the Master Association shall permit the City, at least annually, to reasonably inspect records relating to compliance with this Section 5, upon reasonable notice and within normal working hours, and shall submit to the City such documentation as reasonably required by the City to confirm compliance with this Agreement. In addition, each Owner must annually certify to the City that all Affordable Dwelling Units in such Owner's Individual Development are suitable for occupancy, taking into account State and local health, safety, and other applicable codes and requirements.

6. **Minority Business Enterprises and Women-Owned Business Enterprises.**

6.1 **Definitions.**

6.1.1 **Construction.** "Construction" means construction as defined in LDC Section 57.15.

6.1.2 **Contract.** "Contract" means contract as defined in LDC Section 57.15.

6.1.3 **MBE.** "MBE" means a Minority Business Enterprise as defined in City of Orlando City Code Section 57.15.

6.1.4 **Services.** “Services” means services as defined in City of Orlando City Code Section 57.15.

6.1.5 **Subcontract.** “Subcontract” means an agreement between a general contractor and a subcontractor for the provision of Construction, Services and/or Supplies for the initial development and construction an Individual Development.

6.1.6 **Supplies.** “Supplies” means supplies as defined in LDC Section 57.15.

6.1.7 **WBE.** “WBE” means a Women-Owned Business Enterprise as defined in City of Orlando City Code Section 57.22.

6.2 **MBE/WBE Participation and Goals.** Each Owner shall require its contractor(s) to use good faith efforts to (i) award eighteen percent (18%) of the aggregate monetary value of its Subcontracts for the applicable Individual Development to MBE subcontractors, and (ii) award six percent (6%) the aggregate monetary value of Subcontracts for the applicable Individual Development to WBE subcontractors. For purposes of this Section 6.2, “monetary value” shall be based and calculated using the project costs established for payment of the building permit fee for each Individual Development.

6.3 **Monitoring.** Each Owner shall require its contractor to submit quarterly reports (which Owner will forward to the City) in a commercially reasonable format based on the City and the City’s MBE/WBE Department general standards for similar private projects, documenting the MBE/WBE firms used, their respective scopes of work and their percentage share of the aggregate monetary value of Subcontracts, work performed to date, and completion percentage to date for each of the MBE/WBE subcontractors.

7. **Neighborhood Transit Circulator.**

7.1 **Transit Agreement.** Pursuant to the terms and conditions of the PD Zoning, the Parties shall use diligent, good faith efforts to enter into an agreement (the “Transit Agreement”) establishing the development and operation of a neighborhood transit circulator system serving the Project (the “Transit Agreement”). No transit-related conditions or obligations shall apply to the development and use of Phase 1.

7.2 **Timing and Elements of Transit Agreement.** Timing of the Transit Agreement shall comply with the requirements of the governing GMP Subarea Policy and the PD Zoning. The Parties contemplate that the Transit Agreement will address the following:

- (i) Design and operation of the Transit System, including routes, headways and schedule/frequency of service, types of service (e.g., buses, vans, automated vehicles, bicycles, ridesharing, carpooling, and the like), eligibility for use, security, and service areas (including reasonable off-site service areas). For purposes hereof, attached hereto as **Exhibit D** and by this reference made a part hereof is the conceptual design and service area of the Transit System (the “Preliminary Plan”). The Transit Agreement shall address more detailed planning and design, reasonable financial considerations, potential advances in technology,

reasonable development and construction constraints, and other items reasonably agreed to by the City and Developer in good faith.

(ii) Phases and milestones for implementation of the Transit System.

(iii) Funding sources for the Transit System may include Master Association assessments, contributions of Owners, a Community Development District serving the Project, grants, service fees, partnerships with other transportation providers, and/or individual payments. The City has not committed to any funding for the Transit System. The Transit Agreement also will address Developer's financial contribution to the development, construction and operation of the Transit System for a period of time as agreed upon by the parties (after which period the Transit System shall be financially self-sustainable in order to remain operational).

(iv) Administration and operation of the Transit System (including the ability of the Developer to assign such responsibility to the Master Association or to a CDD).

8. **Status Letters.** From time to time during the term of this Agreement, the Developer and any Owner may request, and the City shall provide, within thirty (30) days following any such request, a status letter indicating to its knowledge whether all provisions of this Agreement are in full force and effect, whether the City is aware of any noncompliance with the terms of this Agreement by the Parties, and such other information regarding the status of this Agreement as may be reasonably requested by the Developer and/or Owner.

9. **Further Assurances.** In addition to the acts recited in this Agreement, the Parties agree to perform or cause to be performed any and all further acts as may be reasonably necessary to complete the transactions contemplated hereby, including the execution and/or recordation of further instruments.

10. **Limitation of Remedies.** Except as otherwise provided in this Section 10, the Parties hereby agree not to pursue an award of monetary damages for a breach of or nonperformance under this Agreement, such that if a Party fails or refuses to fulfill its obligations under this Agreement, the only remedies available against the non-performing Party shall be either to withhold further performance under this Agreement until the nonperforming Party or Parties cure the nonperformance or to seek a court order from the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida requiring the non-performing Party to fulfill its obligations under this Agreement. Notwithstanding the foregoing, in the event an Owner of an Individual Development is not in compliance with any term or condition of this Agreement applicable to such Owner or such Individual Development (as opposed to the Developer or the Project as a whole, unless the Developer is the Owner), the City shall not be entitled to withhold further performance under this Agreement with respect to the Developer or other portions of the Project other than such non-complying Owner or Individual Development. However, nothing in this Agreement shall be construed to limit (i) a Party's rights to pursue any and all remedies, if any, under civil rights laws or (ii) the City's right to enforce the provisions of this Agreement by withholding the issuance of permits or other such performance or the initiation of code

enforcement proceedings, as to or against an Owner and/or Individual Development that is not in compliance with this Agreement.

11. **No Special, Indirect, Incidental, Consequential Exemplary, Treble or Punitive Damages.** IN NO EVENT SHALL ANY PARTY NOR ANY OF THEIR AFFILIATES, ELECTED OR APPOINTED OFFICIALS, SHAREHOLDERS, DIRECTORS, PARTNERS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS OR AFFILIATES HAVE ANY LIABILITY OF ANY KIND TO THE OTHER PARTY FOR LOST PROFITS, DELAY DAMAGES, BUSINESS DAMAGES OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE OR PUNITIVE DAMAGES, IN CONTRACT, TORT OR OTHERWISE, UNDER OR AS A RESULT OF THIS AGREEMENT, EVEN IF SUCH PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE BY THE OTHER PARTY OR BY A THIRD PARTY.

12. **Notices.** All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

If to City: Chief Administrative Office
City of Orlando
400 South Orange Avenue
Orlando, Florida 32801

With a copy to: City Attorney
400 South Orange Avenue
Orlando, Florida 32801

If to Owner: Lake Orlando Land Owner, LLC
c/o of Jakub Hejl
701 Brickell Avenue, Suite 1550
Miami, Florida 33131

With a copy to: Rebecca M. Wilson, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32801

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

13. **Agency.** The Parties, and their agents, contractors or subcontractors, shall perform all activities that are outlined in this Agreement as independent entities and not as agents of each other. Nothing in this Agreement is intended to create a partnership or joint venture between the

Parties and none of the Parties to this Agreement shall be construed under this Agreement to be partners or joint venturers for any purpose.

14. **Force Majeure.** The Parties shall not be liable to each other for damages, costs, attorneys' or paralegal fees (including attorneys' or paralegal fees on appeal) for breach of contract, or otherwise for failure or inability to perform occasioned by any cause beyond the control and without the fault of the Parties. Such causes may include, but shall not be limited to, acts of God, acts of government (including, but not limited to regulatory agencies or court) in its sovereign or prior contractual capacity, injunctions, declaratory judgments, or other order issued by a court of competent jurisdiction which directly interferes with performance under this Agreement, fires, weather (including, but not limited to floods, hurricanes and tropical storms), pandemics, quarantines, restrictions of any kind, strikes, or failure or breakdown of transmission or other facilities or equipment. In connection with the foregoing: (i) with respect to injunctions, declaratory judgments, or other order issued by a court of competent jurisdiction which directly interferes with performance under this Agreement, the City shall be obligated to defend any such action diligently and in good faith; and (ii) during the period of any valid force majeure event as provided herein, any fixed date or deadline for performance set forth in this Agreement shall be tolled and extended on a day-for-day basis commencing on the date the Party claiming a force majeure event delivers written notice thereof to the other Party.

15. **Effective Date.** This Agreement shall become effective on the date it is recorded by the City in the Official Records of Orange County, Florida not sooner than the earliest date on which all of the following conditions have occurred: (i) the Developer has executed this Agreement, (ii) the Mayor of the City, or such other City official or employee as may be properly authorized to do so, has executed this Agreement following approval of this Agreement by the City Council and (iii) the associated GMP amendment has become effective.

16. **Parties Bound.** Except as expressly provided in this Section 16, following recordation of this Agreement among the Official Records of Orange County, the benefits and burdens of this Agreement shall become a covenant running with the title to the respective lands affected hereby (as described herein) and shall be binding upon the Developer and its respective successors in title to the Property until release or termination as set forth in Section 19 of this Agreement.

17. **Entire Agreement.** This Agreement contains the entire agreement among the Parties hereto, and, except for the Annexation Agreement, supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the Parties relating to the subject matter hereof.

18. **Modification.** This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document approved by the City Council and signed by the Parties. Upon written request by the Developer, any amendment to this Agreement or waiver of any material provision hereof proposed by the Developer shall be presented to the City Council for acceptance or rejection, as the City Council may see fit, within thirty (30) business days of receipt of the request.

19. **Release of Agreement.** It is the intent of the Parties that this Agreement and the obligations of the Developer hereunder as the master developer of the Project shall not apply to individual parcels within the Project (or to Individual Developments within the Project) except as provided in Sections 5 and 6 above and as otherwise set forth herein; i.e., the intent is that the obligations of the Developer as the master developer of the Project shall not apply to or be the responsibility of an Owner of land purchased or leased by end users for construction and operation of a residential project. Accordingly, except for those terms and conditions of this Agreement, particularly those terms and conditions of Sections 5 and 6 above, which specifically apply to an Owner of an Individual Development, the remaining terms and conditions of this Agreement shall automatically be released as to (and shall not be an encumbrance upon) any parcel that has been transferred to or leased to a third party who is not a Party to this Agreement (a "Transferred Parcel"). Except as otherwise provided in this Agreement, the City agrees that all Owners of a Transferred Parcel may proceed with and obtain reviews, approvals, permits, certificates of occupancy or issuance of any other item necessary or required for the development, construction or completion of a Transferred Parcel and improvements thereon without being affected by any non-compliance of this Agreement by the Developer as the master developer of the Project.

20. **Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal Parties to this Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal Party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective representatives, heirs, successors and assigns.

21. **Severability.** If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any Party to this Agreement or substantially increase the burden of any Party to this Agreement, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

22. **Attorneys' Fees and Costs.** In the event of any action to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred at all trial and appellate levels, including such fees and costs incurred in the enforcement of this Section 22. THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY.

23. **Choice of Law and Venue.** Florida law shall govern the interpretation and enforcement of this Agreement. In any action or proceeding required to enforce or interpret the terms of this Agreement, exclusive venue shall be in Orange County, Florida.

24. **Waiver of Jury Trial.** The undersigned hereby mutually, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect to any and all claims and causes of action of any kind whatsoever including, without limitation, any affirmative defenses, counterclaims, or cross claims, based on this Agreement or arising out of, under, or in connection with this Agreement or any agreement contemplated to be executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written)

or actions of any party with respect hereto or thereto whether such claims or causes of action are known or unknown at the time of execution of this Agreement. Furthermore, none of the undersigned shall seek to consolidate any action in which a jury trial has been waived with any action in which a jury trial cannot be waived. This waiver is a material inducement for the Parties entering into this Agreement.

25. **Construction of the Agreement.** This Agreement is the result of negotiations among the Parties hereto such that all Parties have contributed substantially and materially to the preparation of this Agreement. Accordingly, this Agreement shall not be construed more strictly against one Party than against another Party or other Parties.

26. **Counterparts and Copies.** This Agreement may be executed in counterparts. An original of this Agreement shall be maintained by the Clerk to the City Council, and copies shall be provided to all Parties listed in the Notice provision (Section 12) of this Agreement. A copy of this Agreement is admissible to the same extent as the original in any subsequent proceeding and has the same force and effect as the original.

27. **Captions.** The captions for the Sections and subsections contained in this Agreement are solely for the convenience of the Parties and do not, in themselves, have any legal significance.

28. **Conflict.** In the event of a conflict between the terms and conditions of this Agreement and those of the City of Orlando City Code, including the GMP and the PD Zoning, the terms and conditions of City Code will prevail.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates indicated below.

WITNESSES:

LAKE ORLANDO LAND OWNER, LLC,
a Florida limited liability company

By: Westside Construction Management,
LLC, a Florida limited liability company,
as its Manager

Signature of Witness

By: _____
Jakub Hejl, Manager

Print/Type Name of Witness

Date: _____

Signature of Witness

Print/Type Name of Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by Jakub Hejl, as Manager of Westside Construction Management, LLC, a Florida limited liability company, the Manager of **LAKE ORLANDO LAND OWNER, LLC**, a Florida limited liability company, on behalf of said company. He is personally known to me or has produced _____ as identification.

NOTARIAL SEAL

By: _____

Print Name: _____

Notary Public, State of Florida

Commission No: _____

My Commission Expires: _____

CITY OF ORLANDO, FLORIDA

**BY THE MAYOR / MAYOR PRO
TEMPORE**

Mayor /Mayor Pro Tempore
Print Name: _____
Date: _____

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

City Clerk
Print Name: _____

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

City Attorney
Print Name: _____

EXHIBIT "A"

Legal Description of Property

EXHIBIT "B"

Project Site Plan

EXHIBIT "C"
Reporting Form

EXHIBIT “D”

Preliminary Routes and Study Area