

CITY/CRA CONSTITUTION GREEN AGREEMENT

THIS AGREEMENT is effective as of this 25th day of January 2016 and is made and entered into by and between the City of Orlando, Florida, a municipal corporation (hereinafter referred to as “the CITY”), and the Community Redevelopment Agency for the City of Orlando, a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Chapter 163, Part III, Florida Statutes, (hereinafter referred to as “CRA”).

WHEREAS, the CRA was created as a public body corporate and agency of the City of Orlando for the purpose of, among others, carrying out the community redevelopment purposes of Ch. 163, Part III, Florida Statutes; and

WHEREAS, the City Council initially adopted a community redevelopment plan on July 12, 1982, which has most recently been amended on May 4, 2015, pursuant to resolution of City Council (the “Redevelopment Plan”); and

WHEREAS, §163.400, Florida Statutes encourages cooperation by public bodies, such as the CRA and City, in carrying out redevelopment within community redevelopment areas; and

WHEREAS, one of the chapters of the 2015 amendment to the Redevelopment Plan is devoted to addressing parks and open space and one of the specific goals of the Redevelopment Plan is to create and enhance open space within the Downtown Orlando Community Redevelopment Area (“Area”); and

WHEREAS, the Redevelopment Plan notes the need for and importance of a tree canopy and shade within the Area; and

WHEREAS, the Redevelopment Plan discusses the opportunity to create gateways and entrances into Downtown Orlando; and

WHEREAS, the approximately 1.87 acres of property known as Constitution Green, bounded by South Street, Summerlin Avenue, Jackson Street, and South Eola Drive, (“Property”) provides a full city block of open space and significant tree canopy within the Area; and

WHEREAS, the Redevelopment Plan notes the Property as an open space gateway opportunity to the Area on the South Eola Planning District map; and

WHEREAS, the City is entering into a contract to purchase the Property from its current owner; and

WHEREAS, the City intends to operate the Property as a City Park; and

WHEREAS, the CRA agrees to provide the City with a one-time payment of \$3,343,000 towards the purchase of the Property for use as open space/park space; and

WHEREAS, the achievement of the CRA’s goals through this funding serves an important and valid public purpose.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CRA and City agree as follows:

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein as if fully set out below.

2. Funding. Subject to the City's compliance with the conditions contained in section 3 below, the CRA shall provide the City with funding in the amount of three million three hundred forty three thousand dollars (\$3,343,000.00) to be paid towards costs of purchasing the Property.

3. Conditions to Funding. The CRA shall not be obligated to provide the funding provided for herein unless the City meets the following conditions at all times during the term of this agreement:

A. The City shall enter into a contract to purchase the Property and complete such purchase.

B. The City shall operate the Property as a City Park or open space.

4. Records. CITY and CRA shall keep records and accounts which shall be available at all reasonable times for examination and audit by CRA and shall be kept for a period of three (3) years after the date of the last payment made under this Agreement.

5. Default. The City's failure to comply with either of the Conditions of Funding contained in section 3 above shall be a default and breach of this Agreement by the City, and shall entitle the CRA to immediately seek repayment of all or a portion of the funding contemplated herein to the City and to terminate this Agreement upon ten (10) days written notice to the City.

6. Continued Cooperation. This Agreement assumes the close coordination and cooperation between the CRA and City regarding the purchase of the property and operation of the property as a City park or open space.

7. Term and Termination. This Agreement shall take effect January 25, 2016, and shall continue in effect unless and until the City stops using the Constitution Green property as Park or open space, or unless terminated by the mutual agreement of the parties.

8. Sovereign Immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the parties as set forth in Section 768.28, Florida Statutes.

9. Assignments and Amendments.

A. This Agreement or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CRA or CITY, without the prior written consent of the other party.

B. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10. Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the place last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following as the respective places for giving of notice:

CITY: Chief Financial Officer
City of Orlando
400 S. Orange Avenue
Orlando, FL 32801

With a copy to:

City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, FL 32801

CRA: Community Redevelopment Agency for the
City of Orlando
400 S. Orange Avenue
Orlando, FL 32801
Attention: Executive Director

With a copy to:

City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, FL 32801

11. Third Party Beneficiary. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor cause of action, shall accrue to or for the benefit of any third party.

12. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13. Severability. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to the persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be effected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14. Governing Law. This Agreement shall be governed by the law of the State of Florida with venue lying in Orange County.

15. Entire Agreement. This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. It is further understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from

the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

CITY OF ORLANDO

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY
for use and reliance of the City of Orlando only.

_____, 2016
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, Buddy Dyer and _____, Mayor and City Clerk, respectively, of the City of Orlando. They are personally known to me or have produced _____ as identification.

Notary Public: _____
My Commission Expires: _____

COMMUNITY REDEVELOPMENT AGENCY

By: _____
Buddy Dyer, Chairman

Attest:

Thomas C. Chatmon, Jr., Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Buddy Dyer and Thomas C. Chatmon, Jr., the Chairman and Executive Director respectively, of the Community Redevelopment Agency of the City of Orlando, on behalf of the Agency. They are personally known to me or have produced _____ as identification.

Notary Public: _____
My Commission Expires: _____

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the CRA only.

_____, 2016.

Assistant City Attorney