

AGREEMENT REGARDING CONVEYANCE OF
FIRE STATION SITE FOR STOREY PARK

THIS AGREEMENT REGARDING CONVEYANCE OF FIRE STATION SITE FOR STOREY PARK, (the “**Agreement**”) is made and entered into as of the ____ day of August, 2022 (the “**Effective Date**”) by and among MOSS PARK PROPERTIES, LLP, a Florida limited liability partnership (“**Developer**”), whose address is 311 West Oak Street, Kissimmee, Florida 34741, and the CITY OF ORLANDO, Florida, a municipality organized and existing under the laws of the State of Florida, whose address is 400 S. Orange Ave., Orlando, FL, 32801 (hereinafter referred to as (“**City**”).

WITNESSETH:

WHEREAS, Developer and City wish to work cooperatively to provide a fire station within the Storey Park PD (the “**Fire Station**”); and

WHEREAS, Developer and City wish to set forth their agreement regarding Developer’s commitments to donate a site for the Fire Station, which is a requirement under the Storey Park PD, (“**PD**”), and the City’s commitments to construct and equip the Fire Station.

NOW, THEREFORE, for and in consideration of the contributions to be made hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Developer and City hereby covenant, stipulate and agree as follows: (All references to a “**Closing**,” shall refer to the Closing as described in Paragraph 7, below).

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated by the parties as part of this Agreement as if fully set forth herein.

2. Identification of Fire Station Site. Developer and City have mutually agreed upon an acceptable site for the Fire Station consisting of approximately two acres to be located in the PD area, as more graphically depicted in **Exhibit “A”**, attached hereto and incorporated herein by this reference (hereinafter referred to as the “**Fire Station Site**” or the “**Property**”).

3. Inspection Activities.

a. Inspection Period. The inspection period (“**Inspection Period**”) shall commence on the Effective Date and terminate on the one hundred and twentieth (120th) day following the Effective Date. City may waive all or part of the Inspection Period in its sole and absolute discretion.

b. Plans and Reports. Developer shall furnish or make available to City within ten (10) days of the Effective Date with copies of the following items, all to the extent in possession or control of Developer and existing as of the Effective Date, (collectively, the “**Due Diligence Materials**”): all permits, environmental reports, engineering reports, soil studies, master plan agreements, development approvals, concurrency vesting determinations, stormwater

management permits, and similar reports and studies with respect to the Fire Station Site, including without limitation, copies of any environmental management, protection, assessment or impact reports and any permits, certificates of compliance or certificates of non-compliance relating to the Fire Station Site and the handling, treatment, storage, use, transportation, spillage, leakage, dumping, discharge, disposal or clean-up of any substances or wastes regulated under local, state or federal law or regulation, upon or about the Fire Station Site, and any approvals, conditions, orders, declarations and correspondence to or issued by any governmental agency or authority relating thereto, excluding in all respects any materials or information which are privileged, financial or proprietary in nature. Developer shall immediately make available to City copies of any of the foregoing that are received by Developer during the term of this Agreement, which shall be deemed Due Diligence Materials. Developer makes no representation or warranty of any kind or nature whatsoever, express or implied, regarding the Due Diligence Materials, including, without limitation, the truth, accuracy or completeness of the Due Diligence Materials delivered by Developer to City hereunder, and Developer makes no representation or warranty of any nature whatsoever, express or implied, with respect to the ownership, enforceability, accuracy, adequacy or completeness of, or otherwise, regarding any information, records, evaluations, data, investigations, reports, cost estimates or other materials relating to the Property, including without limitation, that the Due Diligence Materials constitute everything that City should examine to determine the feasibility of City's proposed development of the Fire Station Site. City acknowledges and agrees that the Due Diligence Materials are provided to City as an accommodation only and that any reliance on or use of such by City shall be at the sole risk of City. Without limiting the generality of the foregoing provisions, City acknowledges and agrees that, except as otherwise set forth herein, (a) the Due Diligence Materials shall be for general information purposes only, (b) City shall not have any right to rely on the Due Diligence Materials, but rather will rely on its own inspections and investigations of the Fire Station Site, and (c) neither Developer, any affiliate of Developer nor the person or entity which prepared any such Due Diligence Materials shall have any liability to City for any inaccuracy in or omission from any such report except to the extent Developer or such person or entity which prepared the same may expressly agree in writing. Subject to Florida's Public Records law, City further agrees not to disclose to any third party any non-public, confidential or proprietary information contained in any of the Due Diligence Materials or other information provided or made available to City by Developer or discovered during City's inspections hereunder, except as required by law or to City's agents, representatives, contractors, consultants, accountants, attorneys, lenders, investors, partners, members, prospective or otherwise (collectively, "**City Parties**") to the minimum extent necessary for the purposes of this transaction, without the express prior written consent of Developer.

c. Inspection. Developer shall make the Property available for inspection by City and City's agents, employees and independent contractors during normal business hours upon twenty-four (24) hours prior notice to Developer (email being acceptable). Subject to the terms hereof and so long as City does not change the present character of the Property, City may, at City's sole risk, cost and expense, undertake inspections of the Property as City deems appropriate, provided that City and its consultants, agents and representatives shall: (i) not conduct any inspections at the Property before 7:00 a.m. or after 6:00 p.m. local time unless otherwise approved in advance by Developer in writing; (ii) comply with all applicable laws; (iii) promptly pay when due the costs of all inspections; (iv) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; (v) promptly repair any damage to the Property resulting directly

or indirectly from any inspections; and (vi) not reveal or disclose any information concerning the Property. If any such liens are filed against the Property, City shall cause them to be released or transferred to bond within ten (10) days of City's receipt of notice of such filing. City shall also cause all of its respective consultants, agents or representatives performing any of the inspections to maintain a customary liability insurance policy (or policies) in the minimum amount of \$1,000,000, which shall be a condition precedent to such party's entry upon the Property. Subject to the terms hereof, City shall have the right to conduct such investigations, tests, surveys, interviews and other analyses as City determines is necessary. Notwithstanding anything contained herein to the contrary, the inspections hereunder may include a non-invasive Phase I environmental inspection of the Property, but no Phase II environmental inspection or other invasive inspection, boring or sampling of soils, water, air or other materials, including without limitation construction materials, either as part of the Phase I inspection or any other inspection, shall be made without the prior written approval of Developer, which approval shall not be unreasonably withheld. If Developer approves of such inspection, the proposed scope of work and the party who will perform the work shall be subject to Developer's prior review and approval, and City shall provide other information related to such inspection as Developer may reasonable request. If this transaction does not close, at Developer's request, City agrees to promptly deliver to Developer copies of all reports, studies and results of inspections, tests and investigations obtained or conducted by or on behalf of City or the City Parties with respect to the Property ("**Inspection Reports**"), other than proprietary information and financial information relating to the acquisition and development of the Property.

All such inspections, investigations and examinations shall be undertaken at City's sole cost and expense. City will coordinate all on-site inspections with Developer so that Developer shall have the option of having one of Developer's representatives present at any and all such on-site inspections. After completing any such inspections, City shall promptly restore and repair any damage to the Property caused by the inspections or other rights exercised hereunder to substantially the same condition that existed immediately prior to such inspection or exercise. Without waiving sovereign immunity and subject to the financial limitations of FS 768.28 (whether arising under contract, tort, or other theory of law), City hereby agrees to indemnify, defend and hold Developer harmless from any and all claims, causes of actions, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs at all levels) incurred, suffered by, or claimed against Developer or the Property or to any person arising out of or resulting from the activities of City or any other City Parties in conducting any of the inspections of the Property or exercising any other rights hereunder. The terms of this paragraph shall survive the Closing or the earlier termination of this Agreement.

d. Termination. Except as otherwise provided in this Agreement, if, in its sole discretion, City determines that the Fire Station Site is not satisfactory for its purposes, City shall have the right to terminate this Agreement by written notice delivered to Developer prior to the expiration of the Inspection Period and this Agreement shall terminate and the parties shall have no further rights or obligations hereunder except for those which expressly survive pursuant to this Agreement. In the event City does not notify Developer in writing prior to the expiration of the Inspection Period that City has elected to terminate this Agreement, then City shall have waived its right to terminate this Agreement pursuant to this paragraph, and the Fire Station Site shall be deemed acceptable to City and City shall proceed to Closing of the Fire Station Site in accordance with this Agreement. In the event of termination of this Agreement, City will repair any damage

arising from the City's inspections or any other exercise of its rights hereunder, and return the Fire Station Site to its pre-existing condition. Upon termination of this Agreement for any reason, upon Developer's request, City shall assign and release to Developer, without recourse or warranty or cost to Developer, all Inspection Reports. In the event the City terminates this Agreement in accordance with this Section 3.d., and notwithstanding such termination, Developer will remain obligated to comply with the terms of the Storey Park PD, including though not exclusively, with respect to the provision of a fire station site. The terms of this subsection d. will survive the Closing or the earlier termination of this Agreement.

e. As-Is.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE DOCUMENTS DELIVERED BY DEVELOPER AT CLOSING, IT IS UNDERSTOOD AND AGREED THAT DEVELOPER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF THE DUE DILIGENCE MATERIALS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF DEVELOPER TO CITY, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. CITY ACKNOWLEDGES AND AGREES THAT UPON CLOSING DEVELOPER SHALL SELL AND CONVEY TO CITY AND CITY SHALL ACCEPT THE PROPERTY "AS-IS, WHERE-IS, AND WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT AND IN THE DOCUMENTS DELIVERED BY DEVELOPER AT CLOSING. CITY REPRESENTS TO DEVELOPER THAT CITY HAS CONDUCTED OR WILL CONDUCT OR WAIVE SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS CITY DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS MATERIALS OR TOXIC SUBSTANCES OR WASTES ON OR RELEASED ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF DEVELOPER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS AND WARRANTIES AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, CITY SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY CITY'S INVESTIGATIONS, AND CITY, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED DEVELOPER (AND DEVELOPER'S TRUSTEES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, EMPLOYEES AND AGENTS AND AFFILIATES) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES,

LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS AT ALL LEVELS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH CITY MIGHT HAVE ASSERTED OR ALLEGED AGAINST DEVELOPER (AND DEVELOPER'S TRUSTEES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, EMPLOYEES AND AGENTS AND AFFILIATES) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT DEFECTS OR PHYSICAL OR ENVIRONMENTAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE GOVERNMENTAL REQUIREMENTS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. THE TERMS OF THIS SECTION SHALL SURVIVE CLOSING.

4. Deed and Easements to City.

Unless this Agreement has been terminated in accordance with the terms hereof, on or before one-hundred twenty (150) days from the Effective Date of this Agreement, Developer shall deliver in escrow to the Escrow Agent, as said term is defined in Section 11, of this Agreement, a special warranty deed for the Property, the Utility Easement together with the applicable sketch and description (prepared and provided by City) (described and defined in Paragraph 5(b)(2), below), the Drainage Easement together with the applicable sketch and description (prepared and provided by City) (described and defined in Paragraph 19, below), and any other related conveyance documentation reasonably requested by City or Developer in connection with the Closing or expressly provided for herein, so long as such documentation does not restrict the rights, nor expand the liabilities or obligations, as set forth herein of the parties hereunder (hereinafter collectively referred to as the "**Conveyance Documentation**"), conveying the Fire Station Site to the City. Developer will provide the Conveyance Documentation to the City, for City's review and approval, prior to delivering them to the Escrow Agent, and the parties shall approve the form of the same prior to the expiration of the Inspection Period. The form of the special warranty deed shall be in substantially the same form as attached hereto as **Exhibit "B"**. Escrow Agent shall hold the Conveyance Documentation, in escrow, pending the Closing of the transaction between Developer and City, as more particularly provided herein below.

5. Agreement for Construction and Development Matters.

a. Construction. The Fire Station shall be designed and constructed by the City, at its sole cost and expense, consistent with City standards and all applicable laws, codes, rules and regulations. The parties acknowledge that the City is the sole entity responsible for constructing and equipping the Fire Station and City represents that it will do so in a manner and within a timeframe that ensures public safety in the PD area. For avoidance of doubt, and notwithstanding anything contained herein to the contrary, Developer shall have no obligation with respect to the design, permitting, engineering, development, construction or equipping of the Fire Station or the Fire Station Site, except as set forth in Section 5.b.(1) below.

b. Development Matters.

(1) Fill. Developer shall, at Developer's sole cost, deliver fill dirt ("**Fill**") and mass grade the Fill on the Property in accordance with the permitted Mass Grading Plan attached hereto as **Exhibit "C"** ("**Mass Grading Plan**"). Developer shall deliver and mass grade the Fill within sixty (60) days after the Effective Date of this Agreement. Developer shall deliver the Fill in a sufficient quantity of cubic yards as required by the Mass Grading Plan. Developer shall be responsible at its expense to apply for and obtain all required regulatory permits, if any, permitting the Fill to be delivered to the Property, including without limitation stormwater pollution prevention plans. Prior to Developer's delivery of the Fill, the parties shall confirm in writing the amount of Fill required under the Mass Grading Plan. Developer shall be deemed to have satisfied its development obligations under this Section 5.b.(1) upon (i) the provision to City of the copies of truck tickets (or other form of evidence) demonstrating the hauling and delivery of the required amount of Fill to the Property as set forth above, (ii) completion of the mass grading of the Fill in accordance with the Mass Grading Plan within the timeframe referenced above and (iii) the City's verification of the quality of the Fill as described below or the Fill being deemed compliant with the City Standards. Subject to the terms hereof, Developer will ensure that all Fill delivered to the Property under the Mass Grading Plan complies with the City's Engineering Standards Manual for structural and engineered fill, "**City Standards.**" Except as provided in the preceding sentence, Developer makes no representations or warranties of any kind relating to the Fill, and all Fill stockpiled on the Property shall be deemed accepted by City in its "AS IS" condition without representations or warranties of any kind by Developer. City will have a period of sixty (60) days after the Developer's completion of delivery of the Fill under the Mass Grading Plan ("**City Fill Notice Deadline**"), to conduct testing, analysis and inspection, in order to verify that the condition of the Fill is compliant with the Mass Grading Plan and City Standards. If the condition of the Fill is not compliant with the Mass Grading Plan or City Standards, in the City's reasonable discretion, City will notify Developer in writing within prior to the City Fill Notice Deadline, which writing will describe the extent of the non-compliance, which notice shall be delivered to Developer. Developer will, at its sole cost and within forty-five (45) days of said notice, (or as otherwise agreed to between the parties) replace the non-compliant Fill with Fill that complies with the Mass Grading Plan and City Standards. In the event Developer fails to replace the non-compliant Fill as described above, City may terminate this Agreement by providing written notice to Developer and the parties shall have no further rights or obligations hereunder. Notwithstanding the foregoing, if City fails to deliver such notice prior to the City Fill Notice Deadline, City shall have waived its right to object to the Fill, and the Fill delivered to the Property shall be deemed compliant with the Mass Grading Plan and City Standards and Developer will have no further obligation to cause the Fill to be so compliant. Notwithstanding termination of this Agreement, Developer will remain obligated to comply with the terms of the Storey Park PD with respect to the provision of a fire station site. The terms of the preceding sentence subsection will survive the Closing or termination of this Agreement.

(2) Utilities. City is responsible, at its sole cost, to design, permit, install and complete those certain utilities, shown in **Exhibit “D”** attached hereto and made a part hereof (the “**Utility Plan**”), in order to connect the Fire Station to a functioning wastewater and sewer system. At the Closing, in addition to the special warranty deed, the Developer will convey to the City, a customary easement for construction, maintenance and operation of the Utility Plan, “**Utility Easement.**” The easement area of the Utility Easement will be as described in the Survey, and on a sketch and description, prepared by the City, at its sole cost, during the Inspection Period, and subject to the reasonable approval of Developer, but will generally consist of that property, owned by Developer, located ten (10) feet from the westerly edge of the sidewalk along the entire length of the right of way for Dowden Road, as shown on the Utility Plan. The Parties agree that the form of the Utility Easement is generally as shown in **Exhibit “E”**, attached hereto.

6. **Title and Survey.**

Within twenty (20) days following the Effective Date, Developer shall cause the Escrow Agent to deliver to City an ALTA title insurance commitment (hereinafter referred to as the “**Title Commitment**”) underwritten by a local office (chosen by the City) of Fidelity National Title Insurance Company (the “**Title Company**”) committing to issue to City an Owner’s ALTA title insurance policy (the “**Title Policy**”) in an amount equal to the fair market value of the Fire Station Site, as reasonably determined by City, subject to the Permitted Exceptions (defined below). Upon receipt of the Title Commitment from the Title Company, City shall provide a copy thereof to Developer, together with all supporting title documents. No later than fifteen (15) business days after City’s receipt of the Title Commitment, City shall notify Developer in writing of any defects or objections to the matters appearing in the Title Commitment which are not Permitted Exceptions (the “**Title Defects**”). Any failure by City to provide such notice shall be deemed City’s approval of the Title Commitment, and any such matters therein not timely objected to by City as Title Defects shall be deemed Permitted Exceptions (except for and excluding the Mandatory Removal Liens, as defined below). Within ten (10) days after receipt of City’s notice of Title Defects, Developer shall provide written notice to City of those Title Defects, if any, it elects to cure and Developer shall have until Closing to cure said Title Defects. Any failure of Developer to provide such notice shall be deemed Developer’s election not to cure any such Title Defects. It is the intent of the parties to address any and all title and survey objections prior to the end of the Inspection Period. Notwithstanding anything contained herein to the contrary, Developer shall not be obligated to cure any Title Defects or other exceptions in the Title Commitment, except for Mandatory Removal Liens. If Developer’s notice provides that Developer does not elect to cure any or all of the Title Defects, or Developer is deemed to have not elected to cure any Title Defects, City’s only recourse shall be to terminate this Agreement by providing written notice thereof to Developer and Escrow Agent prior to the end of the Inspection Period, failing which City shall be deemed to have waived such uncured Title Defects, and the same shall be deemed Permitted Exceptions, and City shall proceed to Closing. City shall be responsible for any municipal lien and UCC search identifying all security interests or liens of any kind or nature against the Developer and the Property, together with legible copies of all instruments referred to in the search results, and promptly provide same to Developer. Developer agrees to satisfy, or pay at Closing the following: (a) amounts secured by any mortgage lien or security interest encumbering the Property which are

voluntarily created directly by Developer, (b) all real estate taxes and assessments which are due and payable on or prior to the Closing (subject to proration as provided herein), and (c) any and all other liens placed upon the Property after the Effective Date of this Agreement by or at the direction of Developer (collectively, the “**Mandatory Removal Liens**”). City agrees that if the Title Company agrees in writing to remove or insure over any Title Defects, then such Title Defects will be deemed cured by Developer as of the date of such agreement by the Title Company. If Developer fails to remedy or to cause the Title Company to endorse over, on or prior to the Closing, any Title Defects which Developer has elected to cure (other than Mandatory Removal Liens), City may in its sole discretion and as its sole remedy on account of such failure elect, by providing written notice to Developer within three (3) days of notice of such failure (but in any event no later than the date of Closing), to either (x) terminate this Agreement whereupon the parties shall thereafter be relieved of all further liability hereunder, except for those which expressly survive the termination of this Agreement or (y) waive such Title Defects and consummate the Closing, whereby such waived Title Defects shall be deemed Permitted Exceptions.

If any new matters first appear on any updates to the Title Commitment, which are not Permitted Exceptions, then all of the applicable provisions of above in this Section shall apply thereto except: (a) the time for City to object shall be five (5) business days after it receives said update; (b) the time for Developer to respond shall be five (5) business days after it receives City’s notice of any Title Defects; and (c) the time for City to exercise its remedies shall be five (5) business days after receiving Developer’s written response. Developer must cure any later Title Defect which is a Mandatory Removal Lien. In addition, if any of the time periods provided for in this paragraph extend beyond the Closing Date, then the Closing will be extended accordingly to allow for the applicable time period set forth above in this paragraph. If any new matters appear which are timely objected to as Title Defects, Developer, if Developer elects to cure, shall have not less than (10) days to cure any such Title Defects, whereby Closing shall be extended, if necessary, by the foregoing cure period.

At least forty-five (45) days prior to the expiration of the Inspection Period City shall provide to the Developer a new or updated survey of the Property, and the sketch and description (described in Sections 5.b.(2) and 19, prepared), at its own expense, by a registered land surveyor duly licensed in the State of Florida (“**Survey**”). The Survey shall be prepared in such a manner so as to allow the Title Company to delete the standard survey exception from the Title Commitment and in its place insert the specific survey exceptions based on the Survey. City shall notify Developer of City’s objections to matters appearing on the Survey (also “**Title Defects**”) no later than thirty (30) days after receipt of the Survey, and any such matters therein not timely objected to by City as Title Defects shall be deemed Permitted Exceptions. Any such Title Defects raised by City shall be treated as Title Defects to title pursuant to the terms of this Section 6 and shall be governed by the terms thereof.

It is understood and agreed that title to the Property as reflected by the Title Commitment shall be subject to the following (collectively, the “**Permitted Exceptions**”):

- (a) All present and future laws, ordinances and governmental regulations (including but not limited to building, zoning, land use and any subdivision ordinances and regulations) affecting the ownership, occupancy, use or enjoyment of the Property;
- (b) All matters shown on Schedule B-2 of the Title Commitment which the Title Company has not agreed to remove from the Title Commitment as of the Closing;

(c) Real estate taxes and assessments for the year of Closing and subsequent years, so long as such are not yet due and payable as of Closing;

(d) All matters disclosed by or depicted on the survey, unless the same have been reduced by the Title Company to specific survey exceptions;

(e) All matters created by, through or under City or any of its consultants, agents, employees or other representatives or by Developer or its consultants, agents, employees or other representatives at City's request or with City's consent or approval;

(f) Any title matter not objected to by City or any Title Defects (defined below) that are waived, accepted or deemed accepted by City (e.g., by City's election to close over a Title Defect following an objection notice including same); and

(g) Any matter deemed a Permitted Exception hereunder.

7. **Closing.**

On a date mutually acceptable to the Developer and City, but no later than thirty (30) days following the City's approval (or deemed approval) of the satisfaction of Developer's development obligations set forth in 5.b.(1) above, which approval shall not be unreasonably withheld, conditioned or delayed, Developer and City shall close on the conveyance of the Fire Station Site (hereinafter referred to as the "**Closing**"), and Escrow Agent shall record in the Public Records of Orange County, Florida, the special warranty deed conveying the Fire Station Site to City, free and clear of all liens, general and special assessments, and other encumbrances, but subject to the Permitted Exceptions (defined below), as well as any other applicable Conveyance Documentation, including the Utility Easement and the Drainage Easement, duly executed by Developer and/or City and held by Escrow Agent, at which time and upon such event, Developer shall surrender possession of the Fire Station Site to City, for the construction and operation of the Fire Station in accordance with the terms of this Agreement. Upon Closing, all obligations under Section 11.1 of the PD shall be deemed fully satisfied and completed. The parties shall also deliver to Escrow Agent at Closing a closing statement, mutually acceptable to the parties hereto, and duly executed by same. The Closing shall occur through escrow by "mail-away", and be conducted by the Escrow Agent, as closing agent, in a customary manner.

City shall pay, at the time of Closing: (i) the cost of recording the special warranty deed, the Utility Easement, and the Drainage Easement, delivered hereunder and (ii) all costs pertaining to the Title Commitment and the Title Policy, including, but not limited to, title insurance premiums, title search fees, and the premiums for any endorsements reasonably requested by City, costs related to the issuance of the Title Commitment, and costs of the Escrow Agent (the "**Closing Costs**"). City shall be solely responsible for any and all costs and expenses associated with City's due diligence and inspections of the Property. Each party shall pay its own attorneys' fees and costs in connection with this Agreement and the Closing.

8. **Valid Acceptance and Delivery.** Notwithstanding anything to the contrary, Escrow Agent's receipt of Developer's executed deed shall constitute valid delivery of the deed from Developer to City, and Escrow Agent's recordation of the deed in the Public Records of

Orange County, Florida, at the time of Closing, shall constitute valid acceptance of the deed by City.

9. Prorating of Taxes and Assessments. Developer shall pay all taxes, assessments and charges applicable to the Fire Station Site for all years prior to the year of Closing. At Closing, Developer shall pay to City, Developer’s pro rata share for the year of Closing (i.e., from January 1 through but not including the actual day of Closing) of all taxes, assessments and charges as determined by the applicable governmental authorities.

10. Escrow Agent. Escrow Agent shall not be entitled to any fees or compensation for its services as escrow agent hereunder. Escrow Agent shall be liable only to hold and record the documentation referenced herein in accordance with the terms and conditions of this Agreement, and for any liability arising from the gross negligence and willful misconduct of Escrow Agent. Escrow Agent shall have the right at any time, after a dispute between Developer and City has arisen, to deliver any documentation held by it to any court of competent jurisdiction, whereupon Escrow Agent’s obligations hereunder shall terminate.

11. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

City:	City of Orlando Real Estate Division 400 South Orange Ave., 7 th Floor Orlando, FL 32801 Attention: Laurie Botts, Real Estate Manager OrlandoRealEstate@orlando.gov Phone: 407-246-2653
With a copy to:	City of Orlando City Attorney’s Office 400 South Orange Avenue Orlando, FL 32801 Attention: Roy Payne, Esq. Phone: 407-246-3483
Developer:	Moss Park Properties, LLLP 311 W. Oak Street Kissimmee, FL 34741 Attention: Sunil Kakkar, M.D.
With a copy to:	Greenberg Traurig 450 S. Orange Avenue Suite 650

	Orlando, FL 32801 Attention: Eric A. Castleson, Esq.
Escrow Agent:	Fidelity National Title Insurance Company Myrna H. Small Commercial Title/Escrow Officer 2400 Maitland Center Parkway, Suite 200 Maitland, FL 32751 Phone: 407-670-0797

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

12. General Provisions. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by Developer and City. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile or email transmission shall be an effective method of delivery of an executed, original counterpart hereof. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Developer and City do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at Closing, provided any such document does not restrict the rights, nor expand the liabilities or obligations, set forth herein of the parties. This Agreement shall be interpreted under the laws of the State of Florida. The parties hereby agree that venue for any legal action authorized hereunder shall be in Orange County, Florida, and that jurisdiction shall be vested in the Civil Division of the Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida, and if appropriate, in the Business Court Division thereof. **TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.**

13. Assignment. City shall not assign, sell, convey, encumber or otherwise transfer this Agreement or any rights or interest of City under this Agreement without the prior written consent of Developer, which consent shall be at Developer's sole discretion.

14. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any

reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

15. Attorneys' Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration or bankruptcy, at trial or on appeal, together with costs of collection relating thereto.

16. Waiver of Jury Trial. DEVELOPER AND CITY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

17. Default. Failure by either party to comply with or perform any of the terms, conditions, covenants, agreements or obligations contained in this Agreement to be performed by each of them respectively shall constitute a default under this Agreement, and (i) if such default is not cured or remedied within sixty (60) days after the non-defaulting party provides written notice to the defaulting party specifying with particularity the nature of such default, or (ii) if such default cannot be reasonably cured or remedied within such sixty (60) day period and thereafter the defaulting party fails to diligently and expeditiously pursue such cure or remedy to completion within a reasonable time, then the non-defaulting party, in its sole discretion, shall be entitled to exercise any and all rights and remedies available to it under this Agreement and at law and in equity. Notwithstanding the foregoing, for any monetary default hereunder, the defaulting party shall only be entitled to a cure period of twenty (20) business days after notice of such default from the non-defaulting party.

18. Force Majeure. The time for the performance of the parties' obligations under this Agreement will be extended for a period of time equal to any period of delay experienced by said party, or the number of days lost, due to any of the following ("**Force Majeure**"): strikes, civil riots or commotion, war, invasion, acts of terrorism, explosion, fire or other casualty, sabotage, theft, vandalism, Acts of God, labor disputes, pandemics, unavailability of labor or materials, hurricane, tropical storm, tornado, or other adverse weather conditions, act or failure to act of governmental authorities (including failure or delay in issuing necessary approvals, permits, and licenses so long as such party is diligently pursuing its obligations hereunder), act or failure to act of third-party utility service providers, or other causes beyond the reasonable control of said party. Each party acknowledges and agrees that with respect to any delay alleged to be caused by the current COVID-19 pandemic, such party must provide evidence reasonably satisfactory to the other party that such delay was actually directly caused by the current COVID-19 pandemic.

19. Drainage Easement for Property. At the Closing, Developer shall grant City a non-exclusive drainage easement over a part of Developer's property adjacent to the Property (the "**Drainage Easement Area**"), for the conveyance of stormwater to an off-site stormwater retention pond for the benefit of the Property, "Drainage Easement." The Drainage Easement Area will be described and depicted in the Drainage Easement. The Drainage Easement Area of the

Drainage Easement will be as described in the Survey, and on a sketch and description, prepared by the City, at its sole cost, during the Inspection Period, and subject to the reasonable approval of Developer. Such sketch and description shall serve to describe the easement area under the Drainage Easement. The Parties agree that the form of the Drainage Easement is generally as shown in **Exhibit “F”**, attached hereto.

20. City Release of Hold on Site Plan Approvals. City acknowledges that, based on the terms of the PD, City was holding the processing of site plan submittals for approvals for development within the PD, pending the completion of this Agreement. City further acknowledges that, based on discussions with Developer relating to this Agreement, City is currently processing site plan submittals for approvals for development within the PD. Upon the execution of this Agreement by City and Developer, City agrees to continue to process site plan submittals and other applications for development within the PD through the standard City approval process, subject to the Developer’s compliance with the terms of this Agreement. Developer acknowledges the requirement under Section 11.1 of the PD, that the Fire Station Site is dedicated prior to the issuance of permits for development of the Property and the Developer understands the City’s reluctance to issue permits prior to satisfaction of the dedication requirement under Section 11.1 of the PD, which would occur at Closing.

21. Limitation of Liability. Notwithstanding anything contained herein to the contrary, no direct or indirect partner, member, director, officer, shareholder, employee, advisor, agent, attorney, manager or affiliate in or of Developer shall have any liability for any claim, cause of action or other liability, directly or indirectly, arising out of or relating to this Agreement, whether based on contract, common law, statute, equity or otherwise. City, its successors and assigns and all other interest parties are entitled only to, and shall only look to, Developer’s interest in the Property for the payment of any such liability or for any performance hereunder, and City waives all other rights under this Agreement. These limitations are in addition to, and not in limitation of, any other Developer limitation of liability hereunder. The terms of this Section shall survive Closing or earlier termination hereof.

22. Statutory Radon Disclosure.

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

“City”

ATTEST:

CITY OF ORLANDO, municipal corporation,
organized and existing under the laws
of the State of Florida (SEAL)

By: _____
Stephanie Herdocia, City Clerk

By: _____
Mayor / Mayor Pro Tem

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this ____ day of _____, 2022, by Mayor / Mayor Pro Tem and
Stephanie Herdocia, City Clerk, of the City of Orlando, Florida, who are both personally known to
me.

Notary Public Signature
My Commission Expires: _____

DEVELOPER SIGNATURE PAGE

“Developer”

MOSS PARK PROPERTIES, LLLP, a Florida
limited liability limited partnership

By: _____

Name: _____

Title: _____

Date: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by _____, as _____, of Moss Park Properties, LLLP, a Florida limited liability limited partnership, on behalf of said entity. Such person is personally known to me, or has produced _____ as identification.

Notary Public Signature
My Commission Expires: _____

Escrow Agent has executed this Agreement in order to agree that Escrow Agent shall act as escrowee with respect to the escrow hereunder, and hold the documents delivered in escrow hereunder, and otherwise perform, in accordance with the provisions of this Agreement.

Fidelity National Title Insurance Company

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT “A”

Legal Description

The legal description for the Property shall be inserted upon completion of the Survey and approval thereof by Developer, and said legal description shall be used for purposes of this Agreement and the closing documents contemplated thereby.

EXHIBIT “B”

Form of Special Warranty Deed

PREPARED BY:

Eric A. Castleson, Esq.
Greenberg Traurig, P.A.
450 South Orange Ave., Suite 650
Orlando, FL 32801

AND AFTER RECORDING RETURN TO:

Roy K. Payne, Esq.
Chief Assistant City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, FL 32802

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made and entered into as of this ____ day of _____, 202____, by **MOSS PARK PROPERTIES, LLLP**, a Florida limited liability limited partnership, whose mailing address is 311 West Oak Street, Kissimmee, Florida 34741 (the “Grantor”), to _____, whose mailing address is _____ (the “Grantee”).

W I T N E S S E T H:

THAT Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by Grantor, by these presents, does hereby grant, bargain, sell, alien, remise, release, convey and confirm to Grantee all that certain land situated in Orange County, Florida, more particularly described as follows, together with all improvements located thereon (the “Property”):

SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple, forever. The Property is subject to taxes and assessments accruing subsequent to December 31, 202____ and easements, encumbrances and restrictions of record, but reference thereto shall not serve to reimpose the same.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to sell and convey the Property, that

Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons under the Grantor but against none other.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year first above written.

WITNESSES:

GRANTOR:

MOSS PARK PROPERTIES, LLLP,
a Florida limited liability limited partnership

Print Name: _____

By:

SUNIL M. KAKKAR,
General Partner

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

I hereby certify that the foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this _____ day of _____, 202____, by **SUNIL M. KAKKAR**, as General Partner of **MOSS PARK PROPERTIES, LLLP**, a Florida limited liability limited partnership, on behalf of said partnership. He [X] is personally known to me, or [] has produced _____ as identification.

Affix Notary Stamp/Seal Below:

Notary Public; State of Florida
Print Name: _____
My commission expires: _____

EXHIBIT "A"

EXHIBIT "C"

Mass Grading Plan

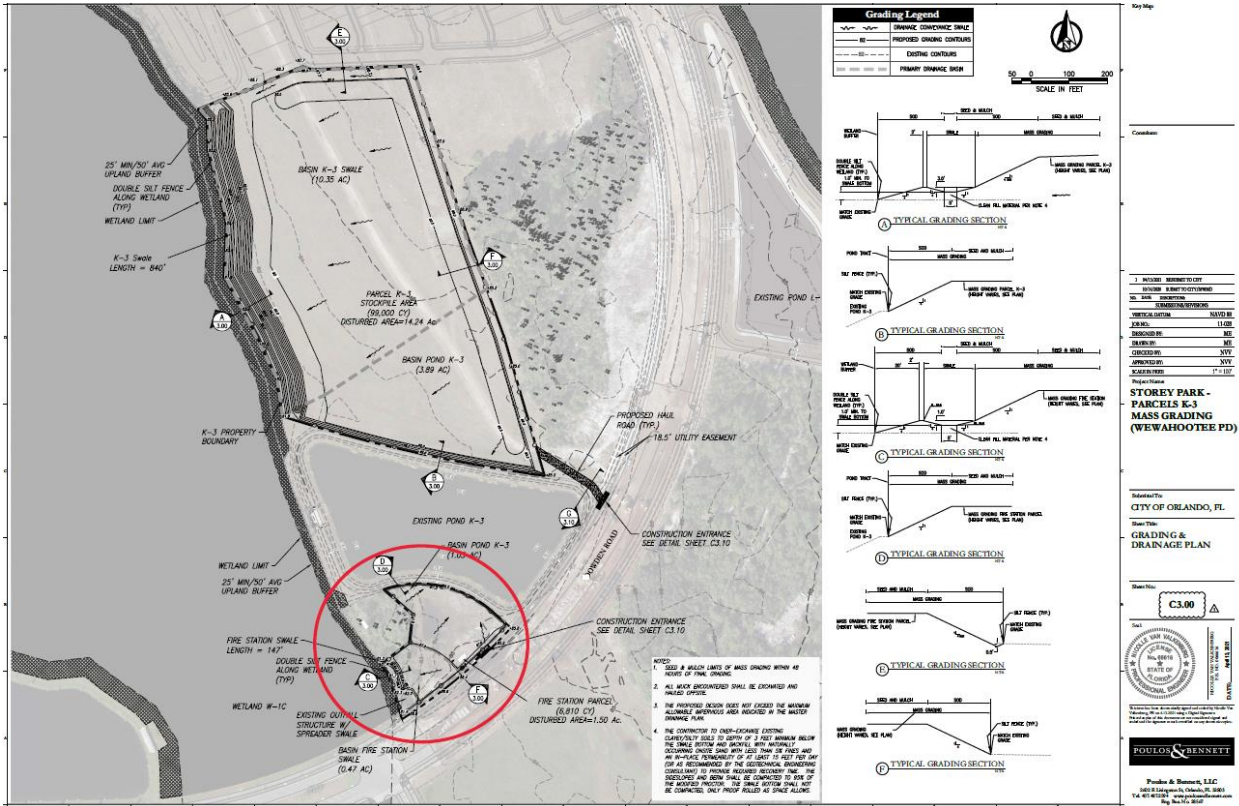


EXHIBIT “D”

Utility Plan

[see attached]

EXHIBIT “E”

Form of Utility Easement

[see attached]

EXHIBIT “F”

Form of Drainage Easement

[see attached]