

## MEMORANDUM

**TO:** MAYOR AND CITY COMMISSION

**FROM:** CITY ATTORNEY'S OFFICE

**DATE:** November 2, 2020

**RE:** **Acquisition and Development Agreement with the Lakeland Chamber of Commerce for the Sale and Development of City-Owned Property Located North of W. Lemon Street, South of W. Main Street, East of S. Ohio Avenue and West of Sikes Boulevard**

On February 7, 2020, the City published a Notice of Disposition requesting proposals for the purchase and development of City-owned property located north of W. Lemon Street, south of W. Main Street, east of S. Ohio Avenue and west of Sikes Boulevard. The Lakeland Chamber of Commerce, the only respondent to the Notice, submitted a proposal for the construction of a 15,000 square foot Business Resource Center on the property. The proposed Business Resource Center will provide business education, training and collaborative business development opportunities for Lakeland residents and businesses. The facility will be the home of 8-12 community partners, a banquet hall, an expansive Visitor's and Information Center lobby, smaller conference rooms and a technology center.

The essential terms and conditions of the conveyance to the Chamber under the attached Acquisition and Development Agreement are as follows:

- The City will sell the Property to the Chamber for a Purchase Price of \$270,000.00.
- The Chamber will provide a deposit in the amount of \$25,000 within three business days of Agreement execution (the "Effective Date"). The deposit will become non-refundable at the end of the Inspection Period and applied to the Purchase Price provided the transaction closes.
- The Chamber will have an Inspection Period of 365 days to determine, in their sole discretion, if the Property is suitable for their intended use. The Chamber may exercise two 90-day extensions to the Inspection Period, but must provide a \$10,000 non-refundable deposit in order to exercise the second 90-day extension, which deposit will be applied to the Purchase Price provided the transaction closes.
- The City's obligation to convey the Property to the Chamber is conditioned upon the Chamber obtaining all permits required for the construction of the Project and having adequate financing in place to complete the Project.

- The Chamber will commence construction within 30 calendar days of Closing.
- Closing shall occur within 12 months of the Effective Date, subject to the Chamber's right to extend the Closing Date for up to three 30-day periods at no cost to the Chamber.
- The Chamber will construct an approximately 15,000 square foot office building to support the advancement of small businesses and workforce development.
- The City will provide the following development incentives for the Project, subject to a cap of \$645,000:
  - The City will demolish all existing structures and below-grade elements on the Property.
  - The City will relocate the existing overhead electric service lines on the Property to an appropriate location to accommodate the Chamber's site development plan.
  - The City will provide utility upgrades for the Project, including water, wastewater, broadband fiber, streetscape and sidewalk improvements.
  - The City will pay, waive or satisfy fees and costs related to building permits and inspections, site plan reviews, City impact fees, and any necessary rezoning or platting of the Property.
- The City will have final review and approval authority over the building elevations and exterior materials and color schemes for the building.
- The Chamber will provide, upon request, space at no cost to the City and the CRA for education and awareness seminars for the general public, not to exceed one per month.
- The Chamber will provide free or reduced first-year membership rates for minority, women and veteran-owned businesses.

It is recommended that the City Commission approve the attached Acquisition and Development Agreement with the Lakeland Chamber of Commerce and authorize the appropriate City officials to execute all instruments necessary to finalize the transaction.

Attachment

# ACQUISITION AND DEVELOPMENT AGREEMENT

**THIS ACQUISITION AND DEVELOPMENT AGREEMENT** (this “Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and between the City of Lakeland, a Florida municipal corporation, whose address is 228 S. Massachusetts Avenue, Lakeland, Florida 33801 (the “City” or “Seller”), and the Lakeland Area Chamber Foundation, Inc., a Florida not for profit corporation, whose address is 35 Lake Morton Dr., Lakeland, Florida 33801, a 501(c)(3) Florida not for profit organization (the “Chamber Foundation” or “Purchaser”); and the Lakeland Chamber of Commerce, whose address is 35 Lake Morton Dr., Lakeland, Florida 33801, a 501(c)(6) Florida not for profit organization (the “Chamber” or “Operator”).

## RECITALS

**WHEREAS**, the City is the owner of certain property with an address of 517 W. Lemon St, Lakeland, Florida 33815, as legally described on Exhibit A, attached hereto and incorporated herein (the “Property”); and

**WHEREAS**, the City desires that the Property be developed for office or mixed-use, or any combination thereof, consistent with the aesthetic of downtown Lakeland, and in furtherance of the City’s Catalyst Downtown Vision and Downtown Redevelopment Plan; and

**WHEREAS**, on February 7, 2020, the City issued a Notice of Disposition of Real Property (the “Notice”), soliciting proposals for the development of the Property; and

**WHEREAS**, the Chamber Foundation and the Chamber responded to the Notice with a proposal to purchase and develop the Property as an office or mixed use development for the purpose of supporting the advancement of small businesses and workforce development within the City; and

**WHEREAS**, the Chamber Foundation will own the Property and all improvements thereto; and

**WHEREAS**, the Chamber will manage and govern the operations of the mixed use development on the Property; and

**WHEREAS**, the City finds the proposal of the Chamber Foundation and the Chamber to be in the best interests of the City and the health, safety and welfare of the citizens of Lakeland, and has offered to facilitate this downtown development project by providing certain economic incentives to the Chamber Foundation and the Chamber with the expectation that the City’s involvement will encourage and accelerate the timing of the development and the growth of small businesses, thus generating additional revenues, benefiting the local economy and enhancing the potential for future economic development; and

**WHEREAS**, the City finds that the City’s provision of the economic incentives set forth in this Agreement constitutes a public purpose, and the Florida Legislature has found that government sponsored public-private arrangements and the promotion and support, including financial assistance, of economic development activities are in the public interest and achieve a public benefit; and

**WHEREAS**, the City Commission adopted Resolution 5591, identifying Downtown West as the most suitable location for a Lakeland Intermodal Center to support future redevelopment/development in the vicinity; and

**WHEREAS**, the Catalyst Downtown Vision, adopted in 2019, promotes high density office use as ideal for the Property and critical to the long-term sustainability of the RP Funding Center and the Sports and Entertainment Sub-District; and

**WHEREAS**, the parties hereto have agreed to memorialize the terms and conditions through which the City shall convey the Property to the Chamber Foundation and the Chamber Foundation shall develop the Property;

**NOW, THEREFORE**, in consideration of the foregoing matters, which are incorporated herein by reference, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are hereby incorporated in this Agreement.
2. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings:
  - A. *City Code* - The Land Development Code of the City of Lakeland.
  - B. *Development Order* – Site plan approval, and other necessary approvals and permits, including, but not limited to, the issuance of a building permit or similar action by the City and all other government entities with jurisdiction over the Project, necessary for the Chamber to develop and construct the Project on the Property pursuant to the requirements of this Agreement.
  - C. *West Lemon Street Project or Project* – Except as otherwise provided herein, the development as shown on the Conceptual Plan (Exhibit “B”), consisting of 15,000 square feet of office space and associated parking.
  - D. *Escrow Agent* – Abel A. Putnam, Esq., Putnam, Creighton & Airth, P.A., P.O. Box 3545, Lakeland, Florida 33802-3545.
  - E. *Project Plans* - The site plan and other applications necessary to obtain a building permit and other development approvals for the Project to be submitted by the Chamber to the City.

- F. *Effective Date* – The effective date of this Agreement shall be the date when the last one of the Purchaser, Operator and Seller has signed or initialed and delivered this Agreement.
3. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions for the redevelopment of the Property in accordance with Section 11 of this Agreement, to enhance the quality of life and the aesthetic and useful enjoyment of the Lakeland downtown area, fulfill the goals of the Catalyst Downtown Vision and Downtown Redevelopment Plan, and promote economic development and small business investment in the local area.
4. **Purchase and Sale.** The City agrees to sell and convey the Property to the Chamber Foundation, and the Chamber Foundation agrees to purchase the Property from the City, pursuant to the terms and conditions set forth in this Agreement. Prior to the end of the Inspection Period, the City, the Chamber Foundation, and the Chamber agree to amend the legal description of the Property, if needed, as set forth on **Exhibit A** to a mutually agreeable legal description of the Property to be set forth on the Survey.
5. **Purchase Price.** The Purchase Price for the Property shall be Two Hundred Seventy Thousand and No/100 Dollars (\$270,000.00).
6. **Deposits.**
- A. In order to secure the performance by the Chamber Foundation and the Chamber in accordance with this Agreement, on or before three (3) business days after the Effective Date, the Chamber Foundation shall deliver a deposit to Escrow Agent in the amount of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) (the “Deposit”).
- B. The Deposit will be held by Escrow Agent in an institution the deposits of which are insured by an agency of the United States and disbursed in accordance with this Agreement. The Deposit will be placed in a trust account upon receipt by Escrow Agent. Escrow Agent shall not be liable for any funds lost in connection with the take-over or failure of any bank or financial institution wherein Escrow Agent has deposited those funds. Escrow Agent shall deposit the funds in a single account at a bank or financial institution selected by Escrow Agent in its commercially reasonable discretion and shall have no obligation to split such funds into multiple accounts to stay within Federal Deposit Insurance Corporation insurance limits on each account. The Deposit shall be applied to and credited against the Purchase Price at Closing, and, in the case of a termination of this Agreement, the Deposit shall be disbursed as provided herein.
7. **Inspection Period.** The Chamber Foundation shall have three hundred sixty-five (365) days from the Effective Date to conduct due diligence activities on the Property. The Chamber Foundation its agents, representatives and consultants, shall have the right to enter the Property, with prior notice to the City, for the purpose of inspecting the same, including without limitation, for the purpose of conducting soil tests, soil borings and groundwater tests, performing surveys, environmental audits and inspections (including

digging, boring and taking soil samples), and other invasive testing, performing physical facility inspections, and for such other purposes as shall be appropriate, in the judgment of the Chamber Foundation in order to determine whether, in the sole discretion of the Chamber Foundation, the Property is suitable for the intended use. The Chamber Foundation shall be entitled to bring such equipment and vehicles onto the Property as are necessary to perform the activities described herein. In addition, the Chamber Foundation shall have the right to make such other investigations with respect to the Property, including, without limitation, investigations relating to zoning, land use, availability of utilities and the like, as the Chamber Foundation may deem to be appropriate in making the determination of whether or not the Property is suitable for the intended use of developing the Project. The Chamber Foundation shall indemnify, defend, and hold the City and the City's employees, agents and officers harmless from any and all liabilities, claims and damages arising out of the rights granted to the Chamber Foundation in this Section, which covenant shall survive the closing or the earlier termination of this Agreement for a period not to exceed the greater of four (4) years or the applicable statute of limitations for any claim brought against the City or the City's employees, agents and officers as a result of the Chamber Foundation's exercise of its rights under this Section; provided however, this indemnity shall not apply to existing site conditions on the Property or the intentional or negligent acts or omissions of the City or the City's employees, agents or officers, or any third party acting on behalf of the City. Prior to entering the Property pursuant to this Section, the Chamber Foundation shall obtain and maintain in effect at their expense the following insurance with respect to the Property: (i) a comprehensive general liability insurance policy naming the City and the City's employees, agents and officers as additional insureds and having limits of at least One Million and 00/100 Dollars (\$1,000,000.00) for injury, death or property damage per occurrence; (ii) a business auto liability policy, which shall cover any automobile for bodily injury and property damage arising out of ownership, maintenance or use, including owned, non-owned and hired automobiles and employee non-ownership use, having limits of no less than Five Hundred Thousand (\$500,000.00), single limit per occurrence, and the City and City's employees, agents and officers shall be listed as additional insureds; and (iii) workers' compensation coverage at statutory limits, if applicable. All policies shall be written on an occurrence basis. In the event the Chamber Foundation does not purchase the Property, the Chamber Foundation shall repair any damage to the Property caused by the Chamber Foundation's exercise of its rights under this Section and otherwise restore the Property to the condition existing prior to the Inspection Period, which covenant shall survive the termination of this Agreement. On or before the end of the Inspection Period, the Chamber Foundation may, in its sole discretion, terminate this Agreement in writing, and any deposits shall be returned to the Chamber Foundation, and neither party shall have any further liability under this Agreement, except as otherwise expressly provided in this Agreement. In the event the Chamber Foundation does not terminate this Agreement on or before the end of the Inspection Period, the Deposit shall become non-refundable, except in the event of a default by the City under this Agreement. The Chamber Foundation shall be entitled to two (2) ninety (90)-day extensions of the Inspection Period as more fully provided by Section 14.

8. **Property AS IS, WHERE IS Condition.** THE CHAMBER FOUNDATION ACKNOWLEDGES AND AGREES THAT UPON CLOSING, THE CITY SHALL SELL

AND CONVEY, AND THE CHAMBER FOUNDATION SHALL ACCEPT, THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS, AND THERE ARE NO ORAL OR WRITTEN AGREEMENTS, WARRANTIES, OR REPRESENTATIONS (EXCEPT AS SPECIFICALLY PROVIDED HEREIN), COLLATERAL TO OR AFFECTING THE PROPERTY BY THE CITY, ANY AGENT OF THE CITY OR ANY THIRD PARTY ACTING FOR OR ON BEHALF OF THE CITY.

9. **Title Insurance.** Within ten (10) days of the Effective Date of this Agreement, the Chamber Foundation, at its expense, shall obtain a title insurance commitment as to the Property (the "Title Commitment"), from a nationally-recognized title insurance company (the "Title Company"), together with legible copies of the deed(s) vesting title to the Property in the City and of all documents or instruments referenced in Schedule B-Section 1 and Schedule B-Section 2 of the Title Commitment (collectively, the "Back-up Documents"), and committing to issue to the Chamber Foundation an owner's policy of title insurance in the amount of the Purchase Price upon the recording of the City deed from the City to the Chamber Foundation. The Chamber Foundation shall deliver a copy of the Title Commitment and Back-up Documents to the City on or before the fifteenth (15<sup>th</sup>) day after the Effective Date. Title to the Property as reflected by the Title Commitment and owner's/lender's policies issued pursuant thereto shall be subject only to ad valorem real property taxes for the year of the Closing which are not yet due or payable, and such other title exception matters set forth in Schedule B-Section 2 of the Title Commitment that are either (a) not included in the Chamber Foundation's Title Defect Notice (as defined below), or (b) having been identified in any timely Title Defect Notice, have thereafter been waived or deemed to have been waived by the Chamber Foundation in accordance with the terms and conditions set forth below (collectively the "Permitted Exceptions"). The Title Commitment shall further agree to insure any and all easements benefiting the Property. The Title Commitment shall provide that, in the event the Closing Agent receives or obtains all of the certificates, affidavits, surveys, and other matters required under Schedule B - Section 1 of the Title Commitment which are necessary in order to satisfy of record any "Monetary Liens" (as defined below in this Section 9), to insure the "gap" between the effective date of the Title Commitment and the recording of the City deed conveying the Property from the City to the Chamber Foundation, and to delete the "standard exceptions," then such Monetary Liens and the "standard exceptions" (including standard exceptions for taxes and assessments not shown in the Public Records, claims of unrecorded easements, parties other than owner in possession, mechanic's liens and matters disclosed on the Survey, but excluding current real estate taxes not yet due and payable) shall be deleted from the title insurance policy when issued and the "gap" shall be insured at Closing. The City shall provide to the Title Company on or before Closing any affidavits, undertakings and other instruments reasonably required to delete said Monetary Liens, and standard exceptions, to insure the "gap", and to satisfy or comply with any requirements specified in Schedule B - Section 1 of the Title Commitment applicable to the City. The Chamber Foundation shall have to and until fifteen (15) days prior to the end of the Inspection Period within which to review the Title Commitment and the Survey (defined below). In the event the Chamber Foundation finds the Title Commitment and/or the Survey (as defined below) to contain any matter, requirement or exception which is objectionable to the Chamber Foundation (a "Title Defect"), the Chamber Foundation shall give written notice to the City of the Chamber Foundation's objection(s) (the "Title Defect

Notice”) on or before fifteen (15) days prior to the expiration of the Inspection Period. The City shall thereupon promptly use diligent, good faith efforts to cure said Title Defect(s). If the City is unable to cure all Title Defects within the Inspection Period, it shall give prompt written notice to the Chamber Foundation of those non-monetary Title Defects which the City is unable to or elects not to cure (“No Cure Notice”) no later than five (5) days prior to the end of the Inspection Period, whereupon the Chamber Foundation shall have the option, exercisable by written notice of such election (the “Election Notice”) provided to the City within five (5) days of receipt of the No Cure Notice, either to (a) extend the time for the City to cure said Title Defects, (b) waive the remaining Title Defects, and such matters shall become Permitted Exceptions, or (c) terminate this Agreement, in which event the Deposits (if any) shall be refunded to Chamber Foundation and thereafter the parties shall have no further obligation or liability hereunder, except as otherwise provided by this Agreement. The Title Commitment shall be updated by endorsement (“Update Endorsement”), which endorsement, together with copies of any additional matters identified therein, shall be provided to the City by the Chamber Foundation prior to Closing. If any Update Endorsement discloses any new requirement, defect, encumbrance or other adverse matter that is not a Permitted Exception, then the Chamber Foundation shall notify the City in writing specifying the new Title Defect. The City shall have a period of ten (10) days, or other reasonable time, but not more than thirty (30) days if such matters cannot be reasonably cured within said ten (10) day period, following the receipt of such notice from the Chamber Foundation to cure such new Title Defect and, if necessary, the applicable Closing Date shall be extended accordingly as provided above. The City agrees to use diligent, good faith best efforts to attempt to remove all Title Defects, as provided above. If the City fails to cure any such new Title Defect within the time periods set forth herein, then such new defect shall constitute a default and the Chamber Foundation shall have the remedies provided in this Section. Notwithstanding anything contained herein to the contrary, on or before Closing, the City shall be obligated to satisfy and release of record, and to pay all amounts necessary to obtain such satisfaction and release, all monetary liens encumbering the Property (collectively, “Monetary Liens”). For the avoidance of doubt, following the Effective Date of this Agreement the City will not convey all or any portion of the Property, or further encumber the Property with any easements, leases, restrictions or other encumbrances, nor shall the City enter into any contracts to do so. Likewise, from and after the Effective Date of this Agreement, the City will not physically alter the Property.

10. **Survey of Property.** The Chamber Foundation may obtain, at the Chamber Foundation’s sole cost and expense, a current survey of the Property, and which such survey is reasonably acceptable to the Title Company for the purpose of insuring the Chamber Foundation’s title policy over all survey-based exceptions (the “Survey”). The Survey shall: (a) locate all present and future easements, rights of way, 100-year flood plain, building lines, utility lines, roadways and encroachments on the Property; and (b) contain an accurate metes and bounds description of the Property. In the event the Survey reflects any encroachments, lack of access, deficiencies, gaps or gores or hiatus between the Property and any adjoining streets or roads, or any other matters which would constitute a title defect, in the Chamber Foundation’s discretion (“Survey Matters”), the Chamber Foundation shall notify the City of the Chamber Foundation’s objections to the Survey on

or before fifteen (15) days prior to the expiration of the Inspection Period. Objections to the Survey shall be treated as Title Defects pursuant to Section 9 above.

11. **Development of the Property.** Subject to the conditions of this Agreement and receipt of all Development Orders required for the Project, the Chamber Foundation shall develop the Project on the Property generally consistent with the Conceptual Development Plan, attached hereto and incorporated herein as **Exhibit B** (the “Conceptual Plan”), except as otherwise provided by this Agreement. The Chamber Foundation shall undertake the development at its sole cost and expense, except as otherwise provided in this Agreement. The parties agree to timely process and amend this Agreement to substitute the site development plan approved by the City for the Conceptual Plan.

A. **Right to Market.** During the term of this Agreement and any extension thereof, the Chamber Foundation shall have no right to market the Property for sale or lease, nor to seek any Development Order associated with the development of the Property inconsistent with this Agreement. The City shall not, during the term of this Agreement, market the Property or attempt to sell or lease the Property.

B. **Development Program for the Property.** The Chamber Foundation shall develop the Project on the Property generally consistent with the Conceptual Plan, and the provisions of this Section.

1. The Project shall be developed in a single phase and will consist of approximately 15,000 square feet of office use to support the advancement of small businesses and workforce development.
2. If a parking variance is ultimately required to meet the City Code, the City will work with the Chamber Foundation to provide such variance or otherwise work with the Chamber Foundation to resolve any parking issues.
3. The reference to square feet of the Project set forth in subsection B.1 above is approximate only. The Chamber Foundation may, during the development review process, change the size of the Project, subject to the City’s approval during the development review process, which such approval shall not be unreasonably withheld, conditioned or delayed.
4. The Chamber Foundation shall obtain all state and local permits or other governmental authorizations and approvals required by law in order to proceed with the development of the Project, subject to the fee waivers contemplated under this Agreement.
5. The Chamber Foundation shall develop the West Lemon Street Project as a high-quality office development project. The City shall have final review and approval authority over the building elevations and exterior materials and color schemes for the Project, including any changes to such plans.
6. The Chamber Foundation will, upon request, provide space at no cost to the City and the Lakeland Community Redevelopment Agency for education

and awareness seminars available to the general public. These community forums and educational sessions will not exceed one (1) meeting per month, twelve (12) per calendar year.

7. The Chamber Foundation and the Chamber will provide free or reduced first-year membership rates for minority, women and veteran-owned businesses, as well as other disadvantaged businesses upon their successful completion of New Business 101 seminar.
8. Subject to Force Majeure delays, the Chamber Foundation shall commence construction of the Project within thirty (30) calendar days after the Closing Date.

12. **Closing Conditions.**

A. **Chamber Foundation Closing Conditions.** The obligation of the Chamber Foundation to purchase the Property is subject to the satisfaction as of the Closing Date of the following conditions precedent, any or all of which may be waived in whole or in part by the Chamber Foundation at or prior to the Closing:

1. The representations and warranties of the City set forth herein shall be true and correct as of the Effective Date and on the Closing Date, and the City shall have fully performed and complied with all covenants and agreements of the City set forth herein which were to have been performed prior to Closing; and
2. The City shall have tendered performance of all their obligations and covenants to be performed at Closing under this Agreement; and
3. The Title Company shall be irrevocably committed to endorsing or “marking up” the Title Commitment at Closing so as to insure title to the Property as being vested in the Chamber Foundation, to delete all requirements from Schedule B, Section 1, to delete the standard exceptions from Schedule B, Section 2 (subject to the Chamber Foundation providing the Survey), to revise the effective date of the Title Commitment to be through the date and time of the recording of the City deed conveying title to the Chamber Foundation, to insure the “gap” between the effective date of the Title Commitment and the recording of such City deed, all subject to no exceptions other than the Permitted Exceptions, and shall be prepared to issue a final title insurance policy (the “Title Policy”) promptly after the Closing; and
4. The Chamber Foundation has received a firm commitment letter acceptable to the Chamber Foundation, in its sole and absolute discretion, for a construction loan from an acceptable lender, and such lender has issued a rate lock and agreed to fund this transaction; and

5. The Chamber Foundation shall have received all necessary public and private approvals and permits, including the receipt of a building permit for the Project and any and all appeal periods related to such approvals or permits have expired; and
6. There shall be no litigation affecting the Property, or any portion thereof; and
7. There shall have been no material adverse change to the physical condition of the Property as it existed on the Effective Date; and
8. The site development plan approved by the City for the Project shall be substantially consistent with the Conceptual Plan or otherwise acceptable to the Chamber Foundation.

B. City Closing Conditions. The obligation of the City to sell the Property is subject to the satisfaction as of the Closing Date of the following conditions precedent, any or all of which may be waived in whole or in part by the City at or prior to the Closing:

1. The representations and warranties of the Chamber Foundation set forth herein shall be true and correct as of the Effective Date and on the Closing Date, and the Chamber Foundation shall have fully performed and complied with all covenants and agreements of the Chamber Foundation set forth herein which were to have been performed prior to Closing; and
2. The Chamber Foundation shall have tendered performance of all its obligations and covenants to be performed at Closing under this Agreement; and
3. The Chamber Foundation shall have received all necessary public and private approvals and permits necessary to construct the Project on the Property, including the receipt of a building permit for the Project, and any and all appeal periods related to such approvals or permits have expired; and
4. The Project's general contractor shall have provided an estimate of Project construction costs and a binding contract for the construction of the Project shall be in effect between the Chamber Foundation and the Project's general contractor; and
5. The Chamber Foundation shall have provided written proof of a binding financing commitment from a lending institution, private lender or equity group to finance the construction of the Project, evidencing that the Project has been financed in amounts sufficient to commence and complete construction of the Project in accordance with the terms and conditions of this Agreement and the general contractor's construction cost estimate, and further indicating that the lending institution, private lender or equity group will close on the construction loan for the Project simultaneously with or prior to the City's conveyance of the Property; and
6. The Chamber Foundation and the Chamber Foundation's general contractor shall have provided a joint written statement certifying that Project construction

will commence on or before the thirtieth (30<sup>th</sup>) calendar day following the Closing Date.

- C. **Failure of Conditions.** In the event that any of the conditions set forth in this Section 12 above are not satisfied by the party responsible for their satisfaction (the “Responsible Party”) or waived in writing by the non-responsible party (the “Non-Responsible Party”) prior to the Closing, the Non-Responsible Party shall have the option of: (i) terminating this Agreement by delivery of a written termination notice to the Responsible Party on or before the Closing Date, in which event the parties thereafter shall have no further rights or obligations to each other under this Agreement, except as otherwise expressly set forth in this Agreement; (ii) waiving such unsatisfied conditions precedent and proceeding with the Closing; or (iii) if the failure of any conditions precedent is due to or constitutes a default on the part of the Responsible Party, to declare a default on the part of the Responsible Party and to proceed in accordance with Section 18 below; provided, however, the failure of the Chamber Foundation to obtain all necessary permits and approvals to construct the Project shall not constitute a default provided the Chamber Foundation has exercised all commercially reasonable efforts to obtain them.
13. **Closing.** Unless otherwise agreed to by the parties in writing, the closing date for conveyance of the Property shall occur within thirty (30) days following the satisfaction of all the Closing Conditions set forth in Section 12, but no later than twelve (12) months following the Effective Date, unless otherwise extended as provided herein (the “Closing Date”). The City shall convey the Property to the Chamber Foundation pursuant to a City deed conveying to the Chamber Foundation marketable fee simple title to the Property free and clear of all liens and encumbrances, subject only to the Permitted Exceptions, together with any negotiated easements for the Project; ad valorem real property taxes for the year of closing and subsequent years; and those matters which are approved in writing by the Chamber Foundation. The City shall pay all the real estate transfer taxes applicable to the conveyance of the Property (including documentary stamp taxes and surtaxes). The City shall pay the costs of clearing title in accordance with Section 9 and recording any curative instruments. The Chamber Foundation shall pay for the cost of the title insurance commitment, and the owner’s title policy. The Chamber Foundation shall pay for the recording of the deed and all expenses associated with any financing. Each party shall pay its respective attorney’s fees.
14. **Extensions.** The Chamber Foundation shall be entitled to extend the deadlines set forth in Section 7 (Inspection Period) for two (2) ninety (90)-day periods and Section 13 (Closing) for up to three (3) thirty (30)-day periods, at no cost to the Chamber Foundation with the exception that the Chamber Foundation must provide a \$10,000.00 non-refundable deposit to the Escrow Agent in order to exercise the second 90-day extension of the Inspection Period (the “Extension Fee”). The Extension Fee shall be applied to the Purchase Price at Closing or shall become the property of the City in the event the Chamber Foundation does not purchase the Property. The Chamber Foundation shall request such extensions in writing not less than ten (10) calendar days prior to the expiration of any such deadline. The City Manager shall automatically approve any extension request in writing, so long as

it complies with the terms of this Section. The extensions set forth above shall not require formal amendment of this Agreement. Except as provided in this Section or except as may be otherwise provided in this Agreement, there shall be no other extension of any performance obligation except through formal amendment of this Agreement in writing approved by the parties.

15. **Additional City Obligations/Development Incentives.** In consideration of the Chamber Foundation undertaking the Project, the City shall undertake the actions set forth in this Section. Unless otherwise provided below, the City shall undertake such actions at its sole cost.
- A. **Joinder in Applications.** The City, as owner of the Property during the entitlement process, shall join in any application for development orders, variances or other approvals required for the Project, including, but not limited to, applications for final site plan, plat approval, construction plans and stormwater permits.
- B. **Development Incentives.** Subject to the monetary limitation set forth in Section 15.F. below, the City shall provide the following additional development incentives for the development of the Project:
1. The City shall, at its own expense, demolish the existing structures and below-grade elements on the Property and remove any associated debris.
  2. The City shall relocate the existing overhead electrical service lines to an appropriate location in coordination with the Chamber Foundation's site development plan.
  3. The City shall facilitate all associated utility upgrades as required by the Chamber Foundation's proposed Project related to water, wastewater, broad-band/fiber, streetscape and sidewalk improvements.
  4. The City shall pay, waive or satisfy fees and costs related to building permits and inspections, site plan reviews, City impact fees, and any necessary rezoning or platting of the Property.
- C. **Other Obligations.** The City shall provide temporary construction easements for the construction of the Project. The City shall maintain the Property in its current condition during the term of this Agreement prior to conveyance of the Property.
- D. **City Cooperation.** The City shall exercise its best efforts and cooperate with the Chamber Foundation in submitting and obtaining any state and federal licenses, permits, and governmental authorizations necessary to the completion of the Project; provided, however, all costs associated therewith shall be the sole responsibility of the Chamber Foundation, except as otherwise provided herein. This Agreement shall not affect the City's right and authority to act in regulatory matters in accordance with applicable laws or ordinances.

- E. No Merger. The terms and conditions of this Agreement shall survive the closing of the Property and shall not be merged into the Deed for the Property.
  - F. Development Incentives Cap. Notwithstanding anything contained in this Agreement to the contrary, the City's total obligation to pay, waive, satisfy or otherwise contribute towards demolition, permitting, impact fees, construction and development of the Project shall be capped at a not-to-exceed total sum of \$645,000.
16. **Covenants, Warranties and Representations of the City.** The City covenants, represents and warrants to the Chamber Foundation, as of the Effective Date and as of the Closing Date, as follows:
- A. Except as otherwise provided in this Agreement, the City is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties or representations as to matters of title, tax consequences, or physical or environmental conditions, affecting the Property, including, without limitation, the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Property. The Chamber Foundation agrees that with respect to the Property, the Chamber Foundation has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of the City (except as expressly set forth in this Agreement) or any agent of the City. The Chamber Foundation represents that it is a knowledgeable purchaser of real estate and that it is relying solely on its own expertise and that of the Chamber Foundation's consultants, and that the Chamber Foundation will conduct such inspections and investigations of the Property, including, but not limited to, the physical and environmental conditions thereof, as it deems prudent and appropriate, and shall rely upon same.
  - B. This Agreement and each document contemplated hereby to which the City will be a party has been authorized and will be executed and delivered by the City, and neither their execution and delivery, nor compliance with the terms and provisions: (i) requires the approval and consent of any other party, except as have been obtained or as specifically noted herein, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the City, or (iii) contravenes or results in any breach of, default under or creation of any lien or encumbrance on the City.
  - C. This Agreement and each document contemplated hereby to which the City will be a party, will constitute a legal, valid and binding obligation of the City enforceable against the City in accordance with the terms thereof, except as such enforceability may be limited by public policy or applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights and subject to usual equitable principles if equitable remedies are involved.

- D. The City shall cause to continue to be in effect those instruments, documents, certificates and events contemplated by this Agreement that are applicable to and the responsibility of the City.
- E. The City shall not violate any applicable laws, ordinances, rules, regulations, orders, contracts, or agreements, or to the extent permitted by law, enact or adopt any ordinance, regulation or order or approve or enter into any agreement, that will result in this Agreement or any part hereof, or any other instrument contemplated hereby, to be in violation thereof.
- F. The City shall discharge, vacate, or release any lien, encumbrance, easement, right-of-way or other property interest the City has or owns on or in the Property (other than those arising under this Agreement) on or before the Closing of this transaction; provided, that the City shall have no obligation to discharge, vacate or release any easement, right-of-way or other property interest that is necessary for the provision of public utility service to property other than the Property until replacement easements, right-of-way or other property interests are in place that will ensure no interruption of public utility service to property other than the Property.
- G. The City represents that, to the best of its knowledge, the Property is not on any “Superfund” list under any applicable Environmental Law, nor is the Property currently subject to any lien related to any environmental matter. Except as specifically set forth herein, the City makes no other representations or warranties, expressed or implied, concerning the environmental condition of the Property.

17. **Representations and Warranties of Chamber Foundation and the Chamber.**  
The Chamber Foundation and Chamber hereby represent and warrant the following to the City:

- A. The Chamber Foundation and the Chamber are validly existing not-for-profit corporations under the laws of the State of Florida, have all requisite power and authority to carry on their respective businesses, to own and hold property, to enter into and perform their respective obligations under this Agreement, and consent to service of process on its registered agent in Florida.
- B. This Agreement and each document to which the Chamber Foundation and/or the Chamber have or will be a party has been authorized and will be executed and delivered by the Chamber Foundation and/or the Chamber, and neither their execution and delivery, nor compliance with the terms and provisions: (i) requires the approval and consent of any other party, except as have been obtained or as specifically noted herein, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Chamber Foundation or the Chamber, or (iii) results in any default or the creation of any lien on the property or assets of the Chamber Foundation or the Chamber which will have a material adverse effect on its ability to perform its obligations hereunder.

- C. This Agreement and each document contemplated to which the Chamber Foundation and/or the Chamber will be a party, will constitute a legal, valid and binding obligation of the Chamber Foundation and/or Chamber enforceable against the Chamber Foundation and/or the Chamber in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights and subject to usual equitable principles if equitable remedies are involved.
  - D. To the knowledge of the Chamber Foundation and/or the Chamber, there is no suit, litigation or action pending or threatened against the Chamber Foundation and/or the Chamber, which questions the validity of this Agreement or which will have a material adverse effect on its ability to perform its obligations hereunder.
  - E. During the period the obligations of the Chamber Foundation and the Chamber are in effect, the Chamber Foundation and the Chamber shall cause to continue to be in effect those instruments, documents, certificates and events contemplated by this Agreement that are applicable to and the responsibility of the Chamber Foundation and the Chamber.
  - F. The Chamber Foundation shall promptly notify the City Manager in writing of any actual or reasonably anticipated delays in the application, approvals by the City or other agencies and/or in the construction of the Project.
18. **Default.** A party will be deemed in default of this Agreement if that party is in material breach of any of the terms or conditions of this Agreement. Provided, however, prior to declaring a default hereunder, the non-defaulting party must provide the defaulting party with written notice and at least ten (10) days to cure such default; provided, however, if the default is of a nature that cannot be reasonably cured within such 10-day period, then the defaulting party shall be allowed a reasonable period of time to cure such default provided that it diligently commences the cure within the 10-day period and thereafter diligently undertakes and pursues such cure. Notwithstanding the foregoing, neither party shall be held in default of this Agreement for any delay or failure of such party in performing its obligations pursuant to this Agreement if such delay or failure is caused by an event of Force Majeure as defined in Section 20. Notwithstanding the above, no prior notice or opportunity to cure need be provided if a party fails to close on the Property as and when required by Section 13. If a default occurs and is not cured within any permitted curative period, or no opportunity to cure is required, the non-defaulting party may terminate this Agreement, institute an action to compel specific performance, except the City is expressly prohibited from pursuing Specific Performance against the Chamber Foundation and/or the Chamber, or to recover damages as applicable, suspend its own performance hereunder, or pursue any other remedy available at law or equity. The specified rights and remedies to which the City and the Chamber Foundation and the Chamber are entitled under this Agreement are not exclusive and are intended to be in addition to any other means of redress which the City, the Chamber Foundation, or the Chamber may have. The foregoing notwithstanding, under no circumstances will the City, the Chamber Foundation, or the Chamber be liable for consequential damages, including lost profits, the right to such damages being expressly waived.

19. **Agreement to Run with Property.** This Agreement shall run with the Property and any portion thereof. This Agreement, and any amendments hereto, shall be binding upon and inure to the benefit of, and be enforceable by, the City, the Chamber Foundation, and the Chamber and their respective successors and assigns.
20. **Force Majeure.** Delays in performance due to: fire; flood; hurricane; tornado; earthquake; windstorm; sinkhole; unavailability or shortage of materials, equipment or fuel; war; declaration of hostilities; terrorist act; civil strife; strike; labor dispute; epidemic or pandemic; archaeological excavation; act of God; or delays in governmental approvals not due to the Chamber Foundation's and/or the Chamber's actions or omissions, shall be deemed events of "Force Majeure" and such delays shall be excused in the manner herein provided. If a party is delayed in any work pursuant to this Agreement due to the occurrence of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the incurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.
21. **Notice.**
- A. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or nationally-recognized overnight courier service, such as Federal Express or United Parcel Service ("UPS"), or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this Section:
1. For the City: Nicole Travis, Director of Community and Economic Development, 228 S. Massachusetts Avenue, Lakeland, FL 33801; with copy to: Palmer Davis, Esq., Office of the City Attorney, City of Lakeland, 228 S. Massachusetts Avenue, Lakeland, FL 33801.
  2. For Chamber Foundation: Corydon Skeates, President & Chief Executive Officer, 35 Lake Morton Dr, Lakeland, FL, 33801; with a copy to: J. Scott Reed, Esq., Pilka, Adams & Reed, P.A., 213 Providence Road, Brandon, FL 33511.
  3. For Chamber: Corydon Skeates, President, 35 Lake Morton Dr., Lakeland, FL 33801; with a copy to: J. Scott Reed, Esq., Pilka, Adams & Reed, P.A., 213 Providence Road, Brand, FL 33511
- B. Each such notice shall be deemed delivered: on the date of delivery if by personal delivery or overnight courier service; and if the notice is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which

delivery is refused; (c) the date upon which notice is designated by the postal authorities as not delivered; or (d) the third business day after mailing. Notwithstanding the foregoing, service by hand delivery or overnight courier service delivered after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subsection.

22. **Assignment.** The Chamber Foundation and the Chamber shall not be entitled to assign their respective rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity, or any other person or entity, without the written consent of the City, which consent shall not be unreasonably withheld.
23. **City's Police Powers.** Nothing in this Agreement shall serve to affect or limit the City's police powers in the exercise of rezoning decisions or other governmental action associated with the proposed redevelopment of the Property or any development order associated therewith.
24. **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for, without limitation, punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person of more than Two Hundred Thousand Dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of Three Hundred Thousand Dollars (\$300,000.00). This Section shall survive termination of this Agreement.
25. **Resolving any Invalidity.** The City, the Chamber Foundation, and the Chamber hereby agree that in the event this Agreement or the economic incentives described herein are ever challenged by any person and held to be invalid by a court of competent jurisdiction, each will cooperate with the other, in good faith, to resolve the invalidity or pursue a valid alternative means to secure a substantially similar and equitable financial arrangement which the parties acknowledge was the inducement for the Chamber Foundation and the Chamber undertaking the Project. Notwithstanding anything in this Agreement to the contrary, in the event of any challenge to this Agreement or any portion thereof by a third party, including litigation, appeals, administrative actions or any other legal or equitable action, the affected dates for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days until such litigation, appeals, administrative action, or any other legal or equitable action has been fully resolved (including any applicable appeal periods).
26. **Amendments.** Except as otherwise provided by Section 14 and Section 34, this Agreement may not be amended, supplemented, waived or changed orally, but only by a

writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

27. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, irrespective of Florida's choice of law provisions.
28. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable. However, the parties shall attempt in good faith to negotiate a substitute provision that is not invalid, illegal or unenforceable that will effectuate the intention of any severed provision to the greatest extent possible.
29. **Relationship.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture among the City, the Chamber Foundation, and/or the Chamber. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that the other party hereto is not acting as a fiduciary for nor as an adviser to it in respect of this Agreement.
30. **Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the City, the Chamber Foundation, and/or the Chamber in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the Chamber Foundation, the Chamber or the City hereunder.
31. **Exclusive Venue.** The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in the state courts in Polk County, Florida or the federal district court in Tampa.
32. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE

ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

33. **Recording.** The City shall, at its own expense, record this Agreement after Closing, or a certified copy thereof, in the Public Records of Polk County, Florida and the City shall subordinate the provisions thereof to the Chamber Foundation's mortgage lender, except that any such subordination shall not materially diminish the rights or remedies available to the City under this Agreement, whether with respect to the Chamber Foundation, the Chamber Foundation's mortgage lender or any other successor or assign deriving its rights by or through the Chamber Foundation. The parties shall agree to the form of the Subordination Agreement within the first ninety (90) days of the Inspection Period and shall timely process an amendment to this Agreement to attach such Subordination form as an exhibit. The City Attorney is authorized to execute such amendment, without further approval from the City.
34. **Counterparts; Copies.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which shall together constitute one and the same instrument. Additionally, signed facsimiles shall have the same force and effect as a signed original, and, in lieu of an original, any party hereto may use a photocopy of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.
35. **Language.** Whenever used in this Agreement: the singular form of a term or phrase shall include the plural and the plural of a term or phrase shall include the singular, and the use of any gender shall include all genders where the context permits; references to Sections shall include all subsections (and other divisions) thereunder; the word "or" may be read "and," if the context permits or requires it; and the words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation."
36. **Attorney's Fees.** In any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
37. **Successors and Assigns.** All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.
38. **Waiver.** A failure to assert any right or remedy available to a party under the terms of this Agreement shall not be deemed a waiver of such right or remedy, and a waiver of the right to any remedy available to a party by a course of dealing or otherwise shall not be deemed

to be a waiver of any other right or remedy under this Agreement, unless any such waiver is contained in a writing signed by the party alleged to have waived such right or remedy.

39. **Construction of Agreement.** Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.
40. **Exhibits.** Any exhibits attached to this Agreement shall, by this reference, be incorporated into this Agreement.
41. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
42. **Time.** Time is of the essence of all the provisions and terms of this Agreement.
43. **No Pledge of Full Faith and Credit.** The City's obligations hereunder shall not constitute, nor shall they be deemed to constitute, a general obligation of the City, nor do they constitute a pledge of the full faith and credit of the City within the meaning of the Constitution and laws of the State of Florida. They shall be binding obligations only to the extent that the City has funds available to meet them.
44. **Entire Understanding.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, understandings or agreements made by and between the parties.

[Signature Page Follows]

**WHEREFORE**, the parties have executed this Agreement on the Effective Date set forth above.

**THE CITY:**

**City of Lakeland,  
a Florida municipal corporation**

\_\_\_\_\_  
H. William Mutz, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Kelly S. Koos, City Clerk

Approved as to form and correctness:

\_\_\_\_\_  
Palmer C. Davis, City Attorney

**CHAMBER FOUNDATION:**

**Lakeland Area Chamber Foundation, Inc.,  
a Florida not for profit corporation**

By:

\_\_\_\_\_  
Corydon Skeates, President

Date: \_\_\_\_\_

**CHAMBER:**

**Lakeland Area Chamber of Commerce,  
Inc., a Florida not for profit corporation**

By: \_\_\_\_\_  
Corydon Skeates, President

Date: \_\_\_\_\_

**Exhibit A**  
**Legal Description of Property**

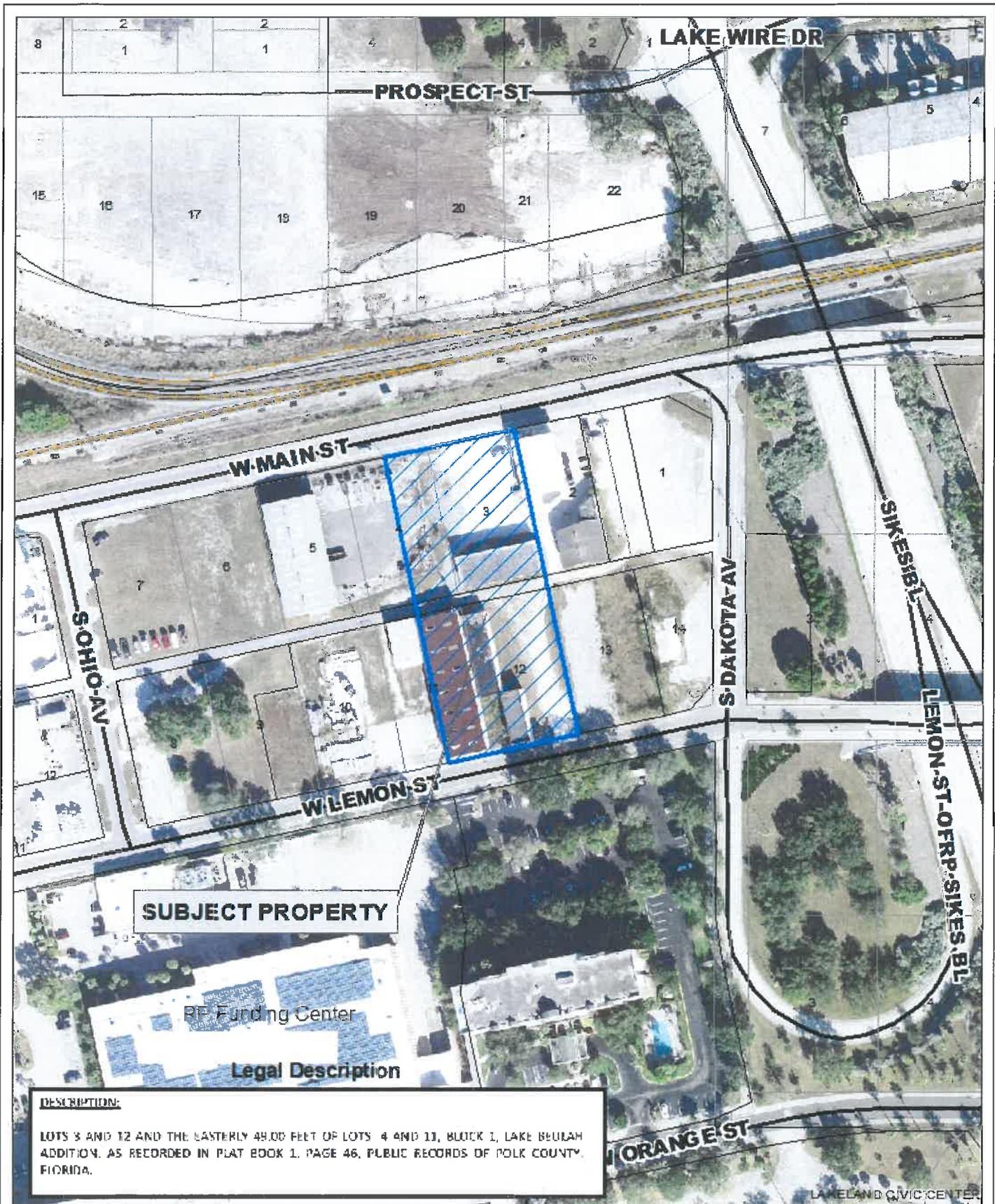
LOTS 3 AND 12 AND THE EASTERLY 49.00 FEET OF LOTS 4 AND 11, BLOCK 1, LAKE BEULAH ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 46, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

## Exhibit B Conceptual Plan





**Chamber of Commerce/City of Lakeland Acquisition and Development Agreement**



**SUBJECT PROPERTY**

RF Funding Center

Legal Description

**DESCRIPTION:**

LOTS 3 AND 12 AND THE EASTERLY 49.00 FEET OF LOTS 4 AND 11, BLOCK 1, LAKE BELLAH ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 46, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.



**Property Location**



LAKELAND CIVIC CENTER