

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: February 15, 2021

**RE: Seventh Amendment to Purchase and Sale Agreement
between the City of Lakeland and Lake Wire Development
Company, LLC**

Attached for your consideration is a Seventh Amendment to the Purchase and Sale Agreement between the City of Lakeland and Lake Wire Development Company, LLC for the sale to Lake Wire Development Company of an approximately 2.3-acre City-owned property located immediately south of the intersection of Kathleen Road and George Jenkins Boulevard. The Agreement also provides for the sale of the right-of-way for Old Kathleen Road, which the Florida Department of Transportation (FDOT) has now conveyed to the City and which will connect the City's parcel with the old Florida Tile site to the south owned by Lake Wire Development.

Lake Wire Development is currently in negotiations with a developer for the sale of both the old Florida Tile site and the City-owned property to the north that it has under contract. The developer proposes to develop the entire site, including the City's property, into a multi-use development. However, representatives of Lake Wire Development have indicated that a condition of closing contained within the current Agreement between the City and Lake Wire Development requiring City Commission development plan approval over any development on the City's property has complicated their negotiations with the developer and they are requesting that the City remove such provision. In particular, the developer is reluctant to move forward with plans for the Florida Tile site given uncertainty over City Commission approval for development on the City's property. City staff has proposed that, in exchange for removing the requirement of City Commission development plan approval, the Agreement between Lake Wire Development and the City specifically list those uses within the applicable zoning district for the property (C-6) that will not be allowed on the property despite being listed as permitted uses for the zoning district. Lake Wire Development and the proposed developer have agreed to this and the attached Seventh Amendment reflects this modification.

As indicated above, the City has now acquired the right-of-way for Old Kathleen Road from the FDOT. As a part of that process, the FDOT also conveyed an approximately 12-foot strip of former FDOT right-of-way adjacent to the George Jenkins Boulevard retaining wall to the City. The Seventh Amendment also provides for the conveyance of this strip to Lake Wire Development along with the balance of the City's property upon closing. Finally, the Seventh Amendment provides for the granting of

access and utility easements from and to both Lake Wire Development and the City once the right-of-way for Old Kathleen Road is vacated, which vacation will result in the northern half of the right-of-way being retained by the City (at least until the City sells its property) and the southern half being conveyed to Lake Wire Development. The easement will ensure that both parties have the right to access their property via Old Kathleen Road and operate necessary utilities within the area.

It is recommended that the City Commission approve the attached Seventh Amendment to Purchase and Sale Agreement with Lake Wire Development Company, LLC and authorize the appropriate City officials to execute the Amendment.

Attachments



GRAPHIC SCALE



(IN FEET)
1 inch = 150 ft.

LEGEND:

\\ \\ = CITY OF LAKELAND 2.33 +/- ACRE PARCEL

/// = RIGHT OF WAY TO BE VACATED



**SEVENTH AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

THIS SEVENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “Amendment”) is made effective on the _____, 2021 (“Effective Date”), by and between CITY OF LAKE LAND, a municipal corporation existing under the laws of the State of Florida, by and through its City Commission, having its address at 228 South Massachusetts Avenue, Lakeland, Florida 33801 (the “Seller”), and LAKE WIRE DEVELOPMENT COMPANY, LLC, a Florida limited liability company having its address at 415 South Kentucky Avenue, Lakeland, FL 33801 (the “Purchaser”).

RECITALS

A. Seller and Purchaser are parties to that certain Purchase and Sale Agreement dated July 20, 2018, as amended by First Amendment to Purchase and Sale Agreement dated effective November 30, 2018, Second Amendment to Purchase and Sale Agreement dated February 7, 2019, Third Amendment to Purchase and Sale Agreement dated May 9, 2019, Fourth Amendment to Purchase and Sale Agreement dated November 4, 2019, Fifth Amendment to Purchase and Sale Agreement dated January 6, 2020 and Sixth Amendment to Purchase and Sale Agreement dated effective April 8, 2020 (collectively, “Agreement”), concerning the purchase and sale of certain real property as more particularly described in the Agreement.

B. Seller and Purchaser have agreed to amend the Agreement in accordance with the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, as well as other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are incorporated herein by this reference. Unless otherwise indicated, all capitalized terms used herein shall have the same meaning as given to such terms in the Agreement.

2. Additional Property. In conjunction with the vacation of Old Kathleen Road, as required by the Agreement, Seller determined that the right-of-way for Old Kathleen Road was owned by the State of Florida, Department of Transportation (“FDOT”). Seller acquired title to the right-of-way for Old Kathleen Road (the “Old Kathleen ROW”) by virtue of the deed from FDOT recorded in Official Records Book 11261, Pages 436 – 440, Public Records of Polk County, Florida. In conjunction with acquiring the Old Kathleen ROW from FDOT, FDOT conveyed the real property to Seller described in the deeds recorded in Official Records Book 11261, Pages 436 – 440; and Pages 444 – 446, Public Records of Polk County, Florida (collectively, “Additional Property”), which Additional Property includes the northerly one-half of the Old Kathleen Road ROW that will be owned by Seller upon the completion of the vacation of Old Kathleen Road ROW. The Additional Property is hereby added to the legal description of the lands to be sold and conveyed by Seller to Purchaser in accordance with the terms of the Agreement and shall be considered part of the “Land” and the “Property” for all intents and purposes of the Agreement, as amended hereby. Purchaser acknowledges that the Additional

Property is subject to the easement reserved by FDOT in the Deed recorded in Official Records Book 11261, Pages 436 – 440, Public Records of Polk County, Florida; is also subject to the easement granted by Seller to FDOT recorded in Official Records Book 11261, Pages 463 – 466, Public Records of Polk County, Florida (collectively, “FDOT Easements”); and Seller will convey the Additional Property to Purchaser at Closing subject to the FDOT Easements.

3. Easement Agreement. The Agreement requires Seller to vacate the Old Kathleen ROW, which the Seller is in the process of accomplishing. Upon vacation by Seller of the Old Kathleen ROW (as so legally vacated, the “Vacated ROW”), Seller and Purchaser will each own one-half of the Vacated ROW, Seller owning the Northerly one-half of the Vacated ROW and Purchaser owning the Southerly one-half of the Vacated ROW. Concurrently with the vacating of the Vacated ROW, and prior to the Closing, Seller and Purchaser shall enter into the Easement Agreement in substantially the form attached hereto as Exhibit “I”, pursuant to which Seller and Purchaser will each grant to the other a perpetual non-exclusive easement for ingress, egress and utilities over, across, under and through the portion of the Vacated ROW owned by the other party with obligations for repair, maintenance, utilities and other provisions set forth therein.

4. Section 9 of the Agreement. The second paragraph of Section 9 of the Agreement, which paragraph is un-indented and commences with the language, “Provided, however,” is deleted in its entirety.

5. Section 10 of the Agreement. The first sentence of Section 10 of the Agreement is deleted in its entirety and is replaced with the following: “The purchase and sale contemplated by this Agreement shall close at the offices of GRAYROBINSON, P.A. (“Closing Agent”) located in Lakeland, Florida, within fifteen (15) business days after Purchaser provides notice to Seller that the Conditions to Close have been satisfied (the “Closing Date”), or such earlier or later date as the parties may mutually agree upon (the “Closing”).” Further, the second (2nd) and third (3rd) sentences of Section 10 are hereby deleted and the following sentence is inserted in lieu thereof: “In the event the Closing has not occurred within ninety (90) days after the expiration of the Inspection Period due to a default on the part of Purchaser, this Agreement shall expire and the Deposit shall be delivered to Seller.”

6. Section 12 of the Agreement. The following additional clause is added at the end of subparagraph (2) of paragraph (a) of Section 12 of the Agreement: “the Deed will contain the following provision: Notwithstanding the uses which are permitted by the zoning classification for the ~~property~~Property conveyed by this Deed, the uses specified as prohibited on the attached Exhibit “II”, ~~as such uses are defined in the City of Lakeland Land Development Code as such definitions are expressly set forth in such Land Development Code as in effect on the date of this Deed,~~ shall be prohibited on the ~~property~~Property unless otherwise consented to in writing by Grantor, which consent makes specific reference to this Deed;”. The Exhibit “II” to be attached to the Deed is attached to this Amendment as Exhibit “II”.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if

any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. Facsimile or electronic copies (PDF) of this Amendment and the signatures thereon shall have the same force and effect as if the same were original.

8. Effective Date and Ratification. This Amendment shall be effective on the Effective Date. Except as expressly modified herein, the Agreement shall remain in full force and effect, and the terms thereof are hereby ratified and confirmed.

[Remainder of the page left intentionally blank; signatures begin on the next page.]

IN WITNESS WHEREOF, each party hereto has caused this Amendment to be duly executed on its behalf on the day and year first above written.

"SELLER"

Signed in the presence of the following two witnesses:

CITY OF LAKELAND,
a municipal corporation existing under the laws of the State of Florida

Print Name: _____

By: _____

Print Name: _____
as Mayor

Print Name: _____

Attest:

KELLY S. KOOS, City Clerk

Approved as to form and correctness:

Palmer C. Davis, City Attorney

Dated: _____, 2021

"PURCHASER"

Signed in the presence of the following two witnesses:

LAKE WIRE DEVELOPMENT COMPANY, LLC,
a Florida limited liability company

Print Name: _____

By: _____
David F. Bunch, Manager

Print Name: _____

By: _____
Harold W. Tinsley, Manager

Dated: _____, 2021

EXHIBIT "F"

This Instrument was Prepared by, and After Recording Return to:
Christopher M. Fear, Esquire
GrayRobinson, P.A.
Post Office Box 3
One Lake Morton Drive
Lakeland, Florida 33802-0003
(863) 284-2200

Recording Data Above

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into between CITY OF LAKELAND, a municipal corporation existing under the laws of the State of Florida ("City"), whose address is 228 South Massachusetts Avenue, Lakeland, Florida 33801, and LAKE WIRE DEVELOPMENT COMPANY, LLC, a Florida limited liability company ("Lake Wire"), whose address is 415 South Kentucky Avenue, Lakeland, Florida 33801.

RECITALS

A. On or prior to the effective date of this Agreement, the City has vacated and closed the road right-of-way for Old Kathleen Road described on the attached Exhibit "A" ("Vacated ROW").

B. City owns the lands lying adjacent to and immediately northerly of the Vacated ROW ("City Property"). Lake Wire owns the lands lying adjacent to and immediately southerly of the Vacated ROW ("Lake Wire Property").

C. As a result of the vacation of the Vacated ROW, City owns the northerly one-half (1/2) of the Vacated ROW ("City Portion") and Lake Wire owns the southerly one-half (1/2) of the Vacated ROW ("Lake Wire Portion").

D. City and Lake Wire are entering into this Agreement for the purpose of granting cross-easements for ingress/egress and utilities and for the purpose of establishing obligations of maintenance, repair and indemnification with respect to the Vacated ROW, all in accordance with and subject to the provisions set forth herein.

E. All references in this Agreement to Party, Parties, Owner and Owners shall refer to City and Lake Wire, as the context requires and their respective successors, successors-in-title and assigns.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), the foregoing recitals, and the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. Ingress/Egress Easement. City hereby grants and conveys to Lake Wire a non-exclusive and perpetual easement for ingress and egress by vehicles (including trucks and construction vehicles), pedestrians, motorcycles, bicycles and any other form of legal transportation on streets over, across, under and through the City Portion for the purpose of providing ingress and egress to and for the benefit of the Lake Wire Property. Lake Wire hereby grants and conveys to City a non-exclusive and perpetual easement for ingress and egress by vehicles, (including trucks and construction vehicles), pedestrians, motorcycles, bicycles and any other form of legal transportation on streets over, across, under and through the Lake Wire Portion for the purpose of providing ingress and egress to and for the benefit of the City Property.

3. Utility Easement.

(a) Easement for Existing Utility Facilities. City hereby grants and conveys to Lake Wire a non-exclusive and perpetual easement over, across, under and through the City Portion for the purpose of permitting Lake Wire to operate, connect to, maintain, repair, improve, upgrade and replace public and private Utility Facilities (as hereinafter defined) presently located within the City Portion for the purpose of serving and/or benefitting the Lake Wire Property. Lake Wire hereby grants and conveys to City a non-exclusive and perpetual easement over, across, under and through the Lake Wire Portion for the purpose of permitting City to operate, connect to, maintain, repair and replace public and private Utility Facilities presently located within the Lake Wire Portion for the purpose of serving and/or benefitting the City Property. "Utility Facilities" include or may include, but are not limited to, all pipes, lines, conduits, drains, inlets, connections, meters, taps or other similar utility facilities to provide such utilities as are reasonably required by Lake Wire for the development and use of the Lake Wire Property or by the City for the development and use of the City Property, as the case may be, including (without limitation) electrical, sanitary sewer, storm sewer, potable water, cable, data and other communication lines located within the Vacated ROW.

(b) Easement for New Utility Facilities. Each Party shall have the easement and right, from time-to-time, ~~and with the~~ upon reasonable prior ~~consent of~~ notice to the other Party, ~~which consent shall not be unreasonably withheld, to~~ notifying such Party of such activity and a reasonable timeline for completion of such activity, to install, relocate, maintain, repair, upgrade and improve (~~including the installation of additional~~ new Utility Facilities) within both portions of the Vacated ROW ~~the~~; that is, such easement includes the City Portion as to any Utility Facilities ~~located upon and within the Vacated ROW, so long as such~~ installed, relocated, maintained, repaired, upgraded or improved by Lake Wire and includes the Lake Wire Portion as to any Utility Facilities installed, relocated, maintained, repaired, upgraded or improved by City. In exercising any easement under Section 3(a) or this Section 3(b), the exercise by a Party of such rights of installation, relocation, maintenance, repair, upgrade ~~and/or~~ improvement ~~does~~ shall not (i) disrupt utility service already being provided to or by the other Party hereunder unless such other Party consents thereto in writing, ~~and~~ or (ii) unreasonably interfere with the rights and ability

of the other Party to use and connect to the Utility Facilities; ~~and provided further that~~. Furthermore, the Party performing such installation, relocation, ~~upgrading and~~ maintenance, repair, upgrade or improvement ~~restores~~ shall (x) restore any damage to the surface of the ground, including pavement, concrete surfaces and any other improvements to the condition that existed prior to the performance of such work- ~~and (y) minimize as reasonably practicable under the circumstances the duration and extent of any interference with or disruption of the other Party's use and enjoyment of the easement for ingress and egress under Section 2 hereof. Each Party hereby grants to the other Party a non-exclusive and perpetual easement over, across, under and through the Vacated ROW (including the City Portion, as to Lake Wire, and the Lake Wire Portion, as to City) for purposes of effecting any such installation, relocation, maintenance, repair, upgrade or improvement of new Utility Facilities.~~

(c) Maintenance and Repair of Private Utility Facilities. Each Party shall be responsible for maintenance and repair (or for causing the repair and maintenance by a utility provider, as the case may be) of any private Utility Facilities located on the portion of the Vacated ROW owned by such Party; provided, however, that regardless of location, a Party shall repair and restore at its expense any private Utility Facilities damaged by such Party or its tenants, agents, employees or contractors. If any private Utility Facilities within the Vacated ROW are shared by City and Lake Wire, then the terms and conditions of Section 4 with respect to sharing of the costs of maintenance and repair of the Roadway (as defined in Section 4) shall apply with respect to the maintenance and repair of such shared private Utility Facilities.

4. Maintenance and Repair of Roadway. Each Party shall be responsible for paying fifty percent (50%) of the cost of the maintenance and repair of the roadway ("Roadway") now or hereafter constructed upon and located upon the Vacated ROW. For purposes of clarification, the preceding sentence of this Section 4 does not apply to or provide for a reimbursement obligation on the part of either party with respect to the construction or installation of a new Roadway. City shall have the primary responsibility for performing repair and maintenance of the Roadway to a good, operable and safe condition. Lake Wire shall contribute and pay to City fifty percent (50%) of the reasonable costs of repair and maintenance of the Roadway upon receipt of an invoice from City documenting the costs of such repair and maintenance. In the event that City fails to perform repair or maintenance of the Roadway as required under this Section 4, Lake Wire, after providing City with thirty (30) days prior written notice of the need and anticipated costs of the repair and maintenance, shall be entitled to perform the repair and maintenance of the Roadway. Upon completion of the repair and maintenance of the Roadway by Lake Wire, City shall reimburse Lake Wire for fifty percent (50%) of the reasonable costs of such repair and maintenance incurred by Lake Wire. Failure of either Party to reimburse the other Party as required under this Section 4 for the foregoing costs of repair and maintenance within a period of thirty (30) days after receipt of the invoice and written request for payment, shall entitle the Party performing the repair or maintenance to collect from the other Party, in addition to the unpaid balance of the reimbursement payment owing hereunder, interest on the unpaid balance at the maximum rate allowed by law per annum until paid. Notwithstanding the foregoing, neither Party shall be obligated hereunder to reimburse the other Party for costs to repair the Roadway and resulting from damage to the Roadway, beyond ordinary wear and tear, and directly caused by such other Party or by such other

Party's tenants, agents, employees or contractors (a "Party-Specific Damage"). Each Party shall be solely responsible for repairing (and shall repair), at its cost, any Party-Specific Damage directly caused by such Party or by its tenants, agents, employees or contractors. Failure to make such repair by such damaging Party within sixty (60) days after receipt of demand by the other Party shall entitle the other Party to conduct such repair and be reimbursed, together with interest thereon, for all of the costs reasonably incurred thereby in accordance with the proceeding provisions of this Section 4.

5. Indemnification. Each Party, and its respective successors and assigns, shall indemnify, defend and hold harmless the other Party, and its respective officers, directors, agents, employees, successors and assigns ("Indemnitees") from and against any and all claims, losses, damages, lawsuits, causes of action, proceedings, settlements or judgment (including reasonable attorneys' fees and court costs) arising against or incurred by the Indemnitees and resulting from either the breach of such Party's obligations under this Agreement or for the negligent or intentional actions of such Party, its successors, assigns, tenants, agents, employees and contractors, subject to limitations otherwise imposed by law with respect to City. Provided, however, nothing herein shall constitute a waiver on the part of the City of the monetary and other limitations of liability available to the City pursuant to Section 768.28, Florida Statutes.

6. Miscellaneous.

(a) Choice of Law. This Agreement shall be governed by Florida law.

(b) Amendment. No modification, amendment, termination or waiver of the provisions of this Agreement shall be effective unless in writing and signed by both owners.

(c) Subject to Matters of Record. This Agreement is subject to the easements, conditions, restrictions and other matters encumbering title to either or both of the City Property and Lake Wire Property and appearing in the public records of Polk County, Florida on the date hereof, including existing public utility easements.

(d) Successors and Assigns. The easements and other rights and obligations created by this Agreement shall run with the title to the land and inure to the benefit of and shall be binding upon the Parties (as so defined herein), including the successors, successors-in-title and assigns of the respective Parties, and likewise the Owner of an individual tract or parcel that is subdivided out of the Lake Wire Property or the City Property or any portion thereof. Notwithstanding anything to the contrary contained in this Agreement, any liability of a Party hereunder shall only apply to duties, obligations and liabilities that arise under this Agreement based on facts or events that occur during the period of such Party's ownership of the City Property or Lake Wire Property, as applicable. Upon transfer of title of the City Property or Lake Wire Property (or portion thereof, as the case may be), the transferring Party shall not be liable for duties, obligations or liabilities that arise based on facts or events that occur after such Party has transferred title to such property.

(e) Estoppel Certificate. Within ten (10) days after written request, a Party shall provide to the other Party or its respective purchasers or lenders an executed estoppel certificate setting forth whether, to its knowledge, there exists any outstanding, uncured default under the terms of this Agreement or any other events which, with the passage of time, would constitute a default. In the event a Party fails to deliver an estoppel certificate after two (2) requests, within any thirty (30) day period, such failure shall constitute a representation by such Party to the requesting Party that there are no outstanding, uncured defaults, claimed by such Party.

(f) Public Grant of Easement. The easements created and granted by this Agreement shall not constitute a public dedication or grant in favor of any federal, state or municipal governing body and there is no intention to create a public right-of-way over the Vacated ROW by virtue of this Agreement.

(g) Notices. All notices permitted or required to be given under this Agreement shall be effective when delivered in writing to the parties at the addresses set forth on the first page of this Agreement or such other address that is provided in writing to a Party by another Party in accordance with this Section 6(g); provided, however, if a Party acquires title to a property hereunder and does not provide to the other Party notice of a change in address as provided under this Section 6(g), then until such notice is given, such notice address shall be as specified for such new property owner on the Polk County Property Appraiser's records. All notices shall be delivered by registered or certified mail, postage prepaid, by hand delivery or by express delivery by a reputable delivery service.

[Remainder of the page left intentionally blank; signatures begin on the next page].

SIGNED by the parties as of the Effective Date set forth above.

Signed in the presence of the following two witnesses:

CITY OF LAKELAND,
a municipal corporation existing under the laws of the State of Florida

Print Name:_____

By:_____

Print Name:_____

as Mayor

Print Name:_____

Attest:

KELLY S. KOOS, City Clerk

Approved as to form and correctness:

Palmer C. Davis, City Attorney

Date:_____, 2021

[Signatures continue on the next page]

Signed in the presence of the following two witnesses:

LAKE WIRE DEVELOPMENT COMPANY, LLC

Print Name: _____

By: _____
David F. Bunch, Manager

Print Name: _____

By: _____
Harold W. Tinsley, Manager

STATE OF FLORIDA
COUNTY OF POLK

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by DAVID F. BUNCH and HAROLD W. TINSLEY, as Managers of LAKE WIRE DEVELOPMENT COMPANY, LLC, a Florida limited liability company, on behalf thereof, who are both personally known to me, or have each produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature
Print Notary Name: _____
My commission expires: _____

EXHIBIT "A"

EXHIBIT "II"

Prohibited Uses List*

~~Bed & Breakfast~~1. An establishment in a single-family detached dwelling, not a hotel or motel, with five rooms or less which offers short-term lodging accommodations and may offer meals to registered guests as part of the accommodation.

~~Repair Oriented Services~~2. Commercial establishments oriented towards the general public which offer repair or alteration services for consumer electronics, appliances, tools, jewelry, sports equipment, apparel and other durable consumer goods in which all activities occur inside an enclosed building where the business is located.

~~Medical Marijuana Dispensing Facilities~~3. Establishments authorized to sell and dispense medical marijuana and related supplies.

~~Catering Establishments—As Principal Use~~

4. Catering establishments as a principal use (provided, however, that restaurants providing in-person dining that also offer catering services shall not be prohibited).

~~Churches, Synagogues, and Other Houses of Worship~~5. Churches, synagogues, and other houses of worship.

6. Colleges, ~~Junior Colleges, Universities & Seminaries~~ junior colleges, universities & seminaries (provided, however, that any college, junior college, university or seminary that is a tenant in a multi-tenant office building or in a multi-tenant mixed-use building shall not be prohibited).

~~Day Care Center Accessory to a House of Worship~~

7. Day care center as an accessory to a church, synagogue or other house of worship.

~~Day Care Centers/Adult~~

8. Any building or premises used for the care, protection and supervision of more than five adults, 18 years of age or older, for a period of less than 18 hours per day.

~~Day Care Centers/Child~~

9. Any child care center or child care arrangement which provides child care for more than five children unrelated to the operator and which receives a payment, fee, or grant for any of the children receiving care, wherever operated, and whether or not operated for profit (provided, however, that any one or more of the following child care centers or child care arrangements shall not be prohibited: (x) any first-class child care center or child care arrangement (such as, for example, a "Goddard School" or a "Montessori School") that is a tenant or occupant of part of a multi-tenant mixed use building and (y) any child care center or child care arrangement that is provided as an amenity for one or more tenants of a first-class or Class A office building).

~~Vocational Training for Activities Permitted in the District where Located~~

10. Schools, including elementary, intermediate and secondary schools offering courses in general education and vocational training for activities permitted in these districts.

Group Homes, Level I, II, and III

11. Group homes, i.e., facilities which provide a living environment for unrelated residents who operate as the functional equivalent of a family, including such supervision and care as may be necessary to meet the physical, emotional and social needs of the residents.

Hospitals & Emergency Rooms

12. Hospitals and emergency rooms, including institutions providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity and other abnormal physical or mental conditions, and including, as an integral part of the institution, related facilities such as laboratories, outpatient facilities or training facilities (provided, however, that the following uses shall not be prohibited: (i) any urgent care facility and (ii) any medical office, including a medical office in which the medical staff provide diagnosis or treatment, or both, to their patients on an emergency or unplanned basis).

Broadcast & Transmission Towers atop Buildings Greater than 50 ft. in Height

13. Radio transmission and reception structures, television transmission and reception structures and microwave transmission and reception structures which are not facilities for the provision of personal wireless services, if located upon a building greater than fifty (50) feet in height; provided, however, that: (i) this restriction applies to a building as measured from its base (but not a sub-grade foundation) to the highest point of the building and (ii) an antenna, satellite dish or other transmission or reception structure having a height of no more than 10 feet from base to its highest point would not be prohibited, even if mounted on the roof or other component of a building, which building is higher than 50 feet above grade.

Communication Studios

Utility & Essential Services Facilities, Level I

14. Electrical substations; cable television and wireless cable television headend and transmission facility; gas regulator stations; major transmission lines; telephone exchange and transmission equipment buildings; water pumping stations; wastewater pumping station.

* This Exhibit "II" does not alter, amend or supersede the provisions of the City of Lakeland Land Development Code that apply to the Property, as such provisions may be modified or amended from time to time.

~~*The above list itemizes uses that will be prohibited on the Property despite being otherwise permitted within the C-6 zoning district. Conditional uses within the C-6 zoning category are not shown on this list. All conditional uses will require additional City approval whether or not included on the above list. Uses generally prohibited within the C-6 zoning category will remain prohibited.~~

Summary report:	
Litera® Change-Pro for Word 10.3.0.1 Document comparison done on 2/15/2021 2:01:56 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://FSDMS/ACTIVE/43486203/3	
Modified DMS: iw://FSDMS/ACTIVE/43486203/1	
Changes:	
<u>Add</u>	97
Delete	49
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	1
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	147