



HARDEE COUNTY
ECONOMIC DEVELOPMENT COUNCIL



HARDEE COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY

AGENDA

Economic Development Council/Industrial Development Authority

EDC/IDA REGULAR MEETING

July 13, 2023, at 11:00 AM

**COMMISSIONER CHAMBERS, 412 WEST ORANGE STREET, ROOM 102,
WAUCHULA, FL 33873**

BOARD MEMBERS

Chairman Lee Mikell
Vice-Chairman Barney Cherry
Gene Davis
Callie Ward
Courtney Green
Chris Idsardi
John Gill

- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. APPROVAL OF MINUTES**

- 1. LEE MIKELL- JUNE 2023 EDC/IDA MINUTES**

ACTION RECOMMENDED: Motion to approve the June 2023 EDC/IDA minutes as presented.

- 4. AGENDA ITEMS**

- 1. JOHN DAVIS- DRAFT GENERAL FUND AND SPECIAL REVENUE FUND BUDGET FOR FYE 2024**
- 2. JOHN DAVIS- DRAFT IDA ONA MINE FUND BUDGET FOR FYE 2024**
- 3. JOHN DAVIS- DRAFT EDC BUDGET FOR FYE 2024**
- 4. COUNTY MANAGER TERRY ATCHLEY- INFRASTRUCTURE REQUEST FOR BOSTICK ROAD**

ACTION RECOMMENDED: Motion to approve funding request to Hardee County in the amount of \$700,000 for water and wastewater extension along Bostick Rd for future development.

- 5. CITY OF WAUCHULA MANAGER OLIVIA MINSHEW- INFRASTRUCTURE FUNDING REQUEST FOR SOUTH FLORIDA AVENUE**

ACTION RECOMMENDED: Motion to approve funding request to the City of Wauchula in the amount of \$900,000 for water and wastewater extension along South Florida Avenue for future housing development.

- 6. JUSTIN SMITH- RECOMMENDATION OF CONSTRUCTION MANAGEMENT**

SERVICES

ACTION RECOMMENDED: Motion to allow staff to enter negotiations with the three recommended firms, Semco Construction, Halfacre Construction, and L. Cobb Construction.

7. **JUSTIN SMITH- RFQ #2023-02 FOR ARCHITECTURAL AND ENGINEERING SERVICES**

ACTION RECOMMENDED: Motion to approve RFQ #2023-02 for Architectural and Engineering Services.

ACTION RECOMMENDED: Motion to approve the evaluation committee consisting of Chris Idsardi, Sarah Evers, Denise Grimsley, and Justin Smith.

8. **JUSTIN SMITH- RFQ #2023-03 FOR CONSTRUCTION MANAGEMENT AT RISK FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT CONSTRUCTION SERVICES**

ACTION RECOMMENDED: Motion to approve RFQ #2023-03 for construction management at risk for single family residential development construction services.

ACTION RECOMMENDED: Motion to approve the evaluation committee consisting of Chris Idsardi, Sarah Evers, Denise Grimsley, and Justin Smith.

9. **JUSTIN SMITH- LEASE PURCHASE OPTION CONTRACT WITH UTILITECH FOR 126 W. MAIN STREET**

ACTION RECOMMENDED: Motion to approve the lease purchase option contract with Utilitech for 126 W. Main Street, Wauchula and authorize the Chair or Vice Chair to sign.

10. **JUSTIN SMITH- LEASE PURCHASE OPTION CONTRACT WITH RANDY AND STACY CREWS FOR 943 S. 6TH AVENUE (BOWLING ALLEY)**

ACTION RECOMMENDED: Motion to approve the lease purchase option contract with Randy and Stacy Crews for 943 S. 6th Avenue, Wauchula and authorize the Chair or Vice Chair to sign.

11. **KRYSTIN CHAPMAN- MARKETING CONTRACT WITH CONSENSUS COMMUNICATIONS**

ACTION RECOMMENDED: Motion to approve the marketing contract with Consensus Communications and authorize the Chair or Vice Chair to sign.

12. **DENISE GRIMSLEY- PURCHASE LAND CONTRACT BETWEEN THE IDA AND MM WAUCHULA III, LLC FOR 17 ACRES**

ACTION RECOMMENDED: Motion to approve the purchase land contract between the IDA and MM Wauchula III, LLC for 17 acres and authorize the Chair or Vice Chair to sign.

13. DENISE GRIMSLEY- PURCHASE LAND CONTRACT BETWEEN THE IDA AND SONNI FOR 17 ACRES

ACTION RECOMMENDED: Motion to approve the purchase land contract between the IDA and Sonni for 17 acres and authorize the Chair or Vice Chair to sign.

5. EXECUTIVE REPORT

6. FINANCIAL REPORT

1. KRISTI SCHIERLING- JUNE 2023 EDC/IDA FINANCIALS

ACTION RECOMMENDED: Motion to approve the June 2023 EDC/IDA financials as presented.

7. ANNOUNCEMENTS/OTHER BUSINESS/PUBLIC COMMENTS

8. ADJOURNMENT



HARDEE COUNTY
ECONOMIC DEVELOPMENT COUNCIL

MINUTES

**Hardee County Economic Development Council
Hardee County Industrial Development Authority**

Regular Meeting

June 8, 2023, at 11:00 AM

**Commissioner Chambers
412 W. Orange Street, Room 102, Wauchula, FL 33873**

Board Members

Lee Mikell, Chairman
Barney Cherry, Vice-Chairman
Gene Davis
Callie Ward
Courtney Green



HARDEE COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY

1. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Lee Mikell	Chairman	Present	
Barney Cherry	Vice-Chairman	Absent	
Gene Davis	Board Member	Present	
Calli Ward	Board Member	Present	
Courtney Green	Board Member	Present	

Visiting: Bruce Stayer, County Commissioner Renee Wyatt, County Manager Terry Atchley, County Commissioner Russ Melendy, and Michael Kelly.

Staff: Denise Grimsley, Sarah Evers, Justin Smith, Krystin Chapman, and Kristi Schierling

EDC/IDA Attorney: Shannon Nash

Chairman Mikell called the meeting to order at 11:00 a.m.

2. APPROVAL OF AGENDA

Motion by Board Member Callie Ward and second by Board Member Gene Davis to approve as presented.

Motion carried

Ayes – Mikell, Davis, Ward, and Green

Nays- None

Absent- Cherry

3. APPROVAL OF MINUTES

1. May 2023 EDC/IDA Minutes

Motion by Board Member Gene Davis and second by Board Member Courtney Green to approve the May 2023 EDC/IDA minutes as presented.

Motion carried

Ayes – Mikell, Davis, Ward, and Green

Nays – None

Absent- Cherry

4. AGENDA ITEMS

1. **Modification #1 to the Utilities Feasibility Study EDA Grant:**

Sarah Evers explained the modification. The EDA is extending the grant award date to September 30, 2023. The EDA board has approved the extension and modification.

Motion by Board Member Callie Ward and second by Board Member Courtney Green to approve Modification #1 to the Utilities Feasibility Study EDA Grant.

Motion carried

Hardee County Economic Development Council

Hardee County Industrial Authority

June 8, 2023

Ayes – Mikell, Davis, Green, Ward

Nays – None

Absent- Cherry

2. Ratify the Chair's Execution of the First Amendment to the Commercial Sale/Purchase Contract for 943 S. 6th Avenue:

Justin Smith explained to the Board that during title work, it was discovered that the legal description was incorrect. This amendment corrects the legal description.

Motion by Board Member Calli Ward and second by Board Member Gene Davis to approve the ratification of the First Amendment to the Chair's execution of the commercial sale/purchase contract for 943 S. 6th Avenue.

Motion carried

Ayes – Mikell, Davis, Ward, Green

Nays – None

Absent- Cherry

3. Selection of Firm for Marketing Services:

Krystin Chapman showed the board the dashboard for our new website. It went live last night. We are in the beta launch currently. This dashboard shows community metrics from VPK readiness rates to the ALICE rate. Hardee County metrics compared to the State of Florida. We published an RFP and received two responses. One response met all the qualifications of the RFP and we would like to enter into negotiations with them.

Motion by Board Member Calli Ward and second by Board Member Courtney Green to allow staff to enter negotiations with the selected firm.

Motion carried

Ayes – Mikell, Davis, Ward, Green

Nays – None

Absent- Cherry

4. Purchase Land Contract for Hwy 17 (Sonni Property)

Denise Grimsley explained that this is a 17-acre piece and the desire is to utilize the property to rebuild the sheriff's office. It will also co-locate the crisis stabilization unit. This will create 50+ jobs. County Manager Atchley informed the board the County has a pending appropriation to start the process of building a new administration building. The first phase is land acquisition, design, and engineering. This will be a 3-5 year project.

Justin Smith explained the details of the contract. The acreage is 17.4 acres, a 6-month inspection period and the purchase price is \$425,000.

Motion by Board Member Gene Davis and second by Board Member Calli Ward to approve the purchase land contract for Hwy 17 (Sonni Property) and authorize the Chair to sign.

Motion carried

Ayes- Mikell, Davis, Ward, Green

Nays- None

Absent- Cherry

5. EXECUTIVE REPORT

Justin Smith provided an update on broadband. Hardee County received \$ 7.1 million in grants for fiber infrastructure. These awards will go to the internet service providers that applied. For Hardee County that was Rapid Systems and Charter Communications.

6. FINANCIAL REPORT

1. May 2023 EDC/IDA Financials:

Motion by Board Member Calli Ward and second by Board Member Courtney Green to approve the May 2023 EDC/IDA Financials as presented.

Motion carried

Ayes – Mikell, Davis, Ward, Green

Nays – None

Absent- Cherry

7. ANNOUNCEMENTS/OTHER BUSINESS/PUBLIC COMMENTS

8. ADJOURNMENT

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
REQUEST FOR QUALIFICATIONS #2023-02
ARCHITECTURAL SERVICES AND PROFESSIONAL ENGINEERING
(CONTINUING CONTRACT)

Pursuant to the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes), Hardee County Industrial Development Authority (the "IDA") seeks one or more qualified architectural and engineering firms to provide continuing professional architectural and/or engineering services.

Sealed Statements of Qualifications must be marked "Architectural Services Qualifications" and received by the IDA, by mail or hand-delivery, at 107 E. Main Street, Wauchula, Florida 33873 no later than **3:00 PM local time on Thursday, July 27, 2023**, at which time the Statements of Qualifications will be opened. A pre-opening meeting will not be held for this Request for Qualifications ("RFQ"). Other important instructions and specifications regarding responses to this RFQ are available upon request and online at www.hardeebusiness.com. Failure to follow instructions could result in disqualification. If, at the IDA discretion, it becomes necessary to revise any part of this RFQ before the response date, addenda will be made available online at www.hardeebusiness.com.

Questions regarding this RFQ must be in writing and must be sent to Hardee County Industrial Development Authority / The Development Group, attn: Kristi Schierling, 107 E. Main Street, Wauchula, Florida 33873, or kristi.schierling@thedevelopmentgroup.net. All questions must be received by **Monday, July 24, 2023**, by 3:00 PM local time. Questions will be answered by addenda available online at www.thedevelopmentgroup.net.

The Statements of Qualifications will be considered during a meeting of the Evaluation Committee to be held at **11:00 AM on Monday, July 31, 2023**, or as soon thereafter as possible, at 107 E. Main Street, Wauchula, Florida 33873. Dates are subject to change according to needs of IDA and notice of rescheduling will be posted online at www.thedevelopmentgroup.net.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the RFQ and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or director of the IDA or the Hardee County Economic Development Council, Inc., d/b/a The Development Group concerning any aspect of this RFQ, except in writing as specifically provided herein. Violation of this provision may be grounds for rejecting a Statements of Qualifications under this RFQ and/or any future proposal of respondent. The prohibition set forth in this paragraph does not apply to on-going projects or services provided by a contractor pursuant to an existing contract provided that all such discussions shall be limited to the existing project or service.

IDA does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodations as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes should contact Sarah Evers, ADA Coordinator at 863-773-3030, by Florida Relay Services 711, or by email at sarah.evers@thedevelopmentgroup.net. Requests for accommodation should be made at least 24 hours in advance for coordination of the service.

A. INTRODUCTION

The Hardee County Industrial Development Authority (the “IDA”), a special district as defined in Chapter 189, Florida Statutes and an industrial development authority created pursuant to Chapter 159, Florida Statutes, is soliciting statements of qualifications from qualified architectural firms (Chapter 481, Florida Statutes) and professional engineering firms that are interested in providing professional services. The contract shall be awarded pursuant to the Consultants’ Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, et seq.

The Hardee County Industrial Development Authority is a body politic and corporate pursuant to Part III of Chapter 159, Florida Statutes. The Hardee County Economic Development Council, Inc. d/b/a The Development Group is a Florida not-for-profit corporation whose staff perform administrative functions for the IDA. The IDA and The Development Group operate under direction of a common Board of Directors.

B. GENERAL CONDITIONS

1. The IDA is a public instrumentality for the purposes of industrial development, and the exercise of the powers conferred upon it by law are deemed and held to be the performance of an essential public purpose and function.

2. This RFQ provides guidelines for the submission of a Statement of Qualifications in response to the solicitation by the IDA for respondents to submit their qualifications to provide the services set forth herein. For purpose of this RFQ, a “respondent” or “proposer” or “firm” is an organization, firm, or other person or entity submitting a response / statement of qualifications to this RFQ and “contractor” is the respondent that is awarded a contract under this RFQ. As used herein, a “proposal” or “response” or “submittal” shall mean a respondent’s submitted Statement of Qualifications.

3. Respondents shall make no distribution of any part of their response beyond that made to the IDA. A respondent who shares information contained in their response with competing respondents may be subject to disqualification. Responses shall be prepared and submitted with the utmost attention to fair, ethical evaluation standards. By submitting a response, respondent declares that it is the only entity interested in the response and that the response is genuine and not made in the interest of or on behalf of any undisclosed entity and that the response is in all respects fair and without collusion or fraud.

4. By submitting a response, respondent warrants that it has not employed or retained any company or person to solicit or secure a contract where respondent has agreed to pay a fee, commission, percentage, gift, or other consideration contingent upon or resulting from an award of contract.

5. IDA reserves the right to accept or reject any or all proposals or any parts thereof, and the award, if an award is made, will be made in the best interests of the IDA to one or more highly qualified firms. IDA reserves the right to waive irregularities or any informality in a proposal.

6. Statements of Qualifications received after the established deadline will not be opened and will be made available for return in their unopened state or for destruction at respondent's written instruction.

7. A respondent may withdraw its response by notifying IDA in writing at any time prior to the opening. Respondents may withdraw their submissions in person, or by an authorized representative. Respondents and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives), and provide IDA with a signed receipt for return of the response. Statements of Qualifications, once opened, become the property of the IDA and will not be returned to the respondent. Statements of Qualifications, once opened, become "public records" and are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

8. IDA anticipates entering into a continuing contract with multiple qualified respondents but reserves the right to award this RFQ in any fashion, in its sole determination, which it deems to be in the best interest of the IDA. Simply submitting a response to the RFQ does not constitute an agreement or contract with the IDA.

9. The failure or omission of any proposer to examine any form, instrument, site, or document shall in no way relieve any respondent from any obligation in respect to his/her response. The requirements applicable for the services sought under this RFQ should be considered in full when respondent is compiling a response, including the terms and conditions of the contract attached to this RFQ which will be entered into with the contractor. If a successful respondent does not execute the contract within 30 days after the selection, then IDA reserves the right to withdraw the award to that respondent.

10. No contract or agreement is binding until is reviewed and accepted by the Board of the IDA and executed by all parties. Contractor purchase orders are not binding on the IDA. The terms of this RFQ shall apply to and be incorporated in any resulting contract.

11. The contractor shall maintain insurance coverage reflecting the minimum amounts and conditions as required by the IDA.

12. IDA reserves the right to cancel any contract entered into pursuant to this RFQ for any reason by giving 30 days written notice to the contractor. The initial term of the contract shall be for a term of one year, which shall automatically renew on an annual basis unless otherwise terminated.

13. Neither the IDA, The Development Group, nor either of their respective directors, agents, employees, or representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFQ. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFQ.

14. IDA recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

15. Tax exemption certificates for IDA will be furnished upon request.

16. The contractor shall be responsible for acquiring all applicable Federal, State, County, and City licenses and permits and pay local business tax as may be appropriate. IDA does not require or charge any permit or other fees for the services contemplated. Contractor shall hold all licenses, registrations, certifications, or permits necessary to complete the services and shall require the same, as applicable, of its subcontractors, agents, and those performing work.

17. IDA is a drug free workplace, and its policy regarding substance abuse encompasses alcohol, illegal drugs, or other controlled substances. The possession, transfer, or sale of any substance at the workplace is expressly prohibited and may be cause for immediate dismissal.

18. *Public Entity Crime, Section 287.133(3)(a), Florida Statutes.* The respondent certifies, by submission of a signed proposal or execution of a contract or contract renewal, that neither it nor an affiliate have been placed on the convicted vendor list following conviction for a public entity crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19. *Discrimination, Section 287.134, Florida Statutes.* The respondent certifies, by submission of a signed proposal or execution of a contract or contract renewal, that neither it nor an affiliate have been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

20. *Scrutinized Companies, Section 287.135, Florida Statutes.* The respondent certifies, by submission of a signed proposal and execution of a contract or contract renewal, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria, and that the respondent is not participating in a boycott of Israel. Respondent shall immediately notify IDA if its certification set forth in this paragraph changes at any point during the proposal process or term of any contract. IDA may terminate any contract if

respondent is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria or is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

21. *E-Verify*. Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into an agreement with a subcontractor, Contractor shall require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the Contractor shall maintain a copy of such affidavit for the duration of the agreement.

22. *Public Records*. Respondent acknowledges that IDA is subject to Florida's broad Public Records laws. Any contract entered into will include language required pursuant to Section 119.0701, Florida Statutes.

23. *Prohibition Against Contingent Fees*. Pursuant to Section 287.055(6)(a), Florida Statutes: The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

24. *No Continuation of Services*. Pursuant to Section 287.055(9), Florida Statutes: A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

25. Contractor shall, in addition to any other obligation to indemnify IDA to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the IDA, its directors, employees, agents and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract, unless caused by the sole negligence of the IDA, its directors, employees, representatives, agents, or volunteers. Any cost or expenses, including attorneys' fees (including appellate, bankruptcy or patent council fees), incurred by the IDA to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against the IDA, its directors, employees, representatives, agents, or volunteers by any employee of Contractor, subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this paragraph shall be limited to \$10,000,000.00 and shall not be limited in any way to the agreed upon contract price or the Contractor's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of the contract for any reason, the terms and conditions of this

paragraph shall survive indefinitely.

26. This RFQ and any contract entered into under this RFQ shall be interpreted under and its performance governed by the laws of the State of Florida. In the event of litigation between the parties related to or arising out of this RFQ or resulting contract, venue shall be in Hardee County, Florida and no other place, and Florida law shall apply for any dispute. IDA does not waive sovereign immunity for any purpose and its liability, if any, is limited by law, including Section 768.28, Florida Statutes.

27. The conditions and terms set forth herein are not exhaustive; additional terms and conditions will be required and shall be specified in the contract negotiated with contractor.

C. SCOPE OF SERVICES

1. Purpose. IDA intends to retain one or more qualified firms under separate continuing services agreement for general professional architectural and/or engineering services. Contractor will provide services to the IDA on an as-needed basis, based upon notices to proceed to be issued by the IDA. **Firms shall note that a continuing services contract does not guarantee award of a specific project nor exclusivity to perform services for any specific project.** Contractor shall be qualified under Chapter 481, Florida Statutes to practice architecture or shall hold a current certificate as a registered engineer under Chapter 471, Florida Statutes to practice engineering.

Contractor is responsible for the successful, timely, and economical provision of professional services on a continuing basis where construction costs or study activity costs do not exceed the amount then-permitted by law (specifically, Section 287.055, Florida Statutes - currently \$4 million and \$500,000, respectively) or for work of a specified nature as outlined herein or in contract. Contractor will provide services on an as-needed basis, based upon notices to proceed to be issued by the IDA. Pursuant to Section 287.055(9), Florida Statutes, a design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

2. Term. It is the intent of the IDA that the continuing services contract shall be for an initial term of one year which shall automatically renew on an annual basis, unless otherwise terminated. Hourly rates, fees, and all other negotiated expenses will remain in effect through the duration of the contract period. In reference to travel, mileage and man-hours spent in travel time is considered incidental to the work and is not an extra compensable expense.

3. Services. The scope of services will be identified on a project-by-project basis and will vary depending on project needs. All services shall be performed pursuant to applicable law, rule, or regulation and pursuant to applicable policy of the IDA. IDA reserves the right to add or delete, at any time, any or all tasks or services. A wide range of services may be required including, but not limited to:

- a. General Engineering and Architecture: Engineering, architecture, electrical

engineering, right-of-way and traffic engineering, construction engineering, civil engineering, mechanical engineering, environmental permitting and engineering, preparation of plans and specifications, and engineering construction management of various projects; advising on the acquisition, improvement or operation of lands, buildings, facilities, utilities, and roads; advising on the planning, design and/or construction supervision and administration for one or any of the IDA's various projects, which may include, without limitation, transportation and transit facilities, public buildings, utilities (including water, sewer, electric, natural gas, and drainage), and related to lands and other facilities; and other miscellaneous professional services that the IDA may desire.

- b. General Civil Engineering: Roadway, streetscape, sidewalks, public works inspections, parking lots, parking spaces and intersection design; capital improvement plan, feasibility and engineering studies, pre-design studies, stormwater facility, design and management, specifications preparation, cost estimating; canal/storm sewer maintenance and design, engineering construction management and inspections, geotechnical services; land surveying and engineering surveying for use in the planning, design, and construction of projects; and other miscellaneous professional services that the IDA may desire.
- c. Transportation Planning and Engineering Services: Transportation planning and traffic engineering; traffic-impact, traffic operation, capacity, and safety studies, parking studies; multi-modal traffic planning and design, roadways planning and design, bicycle and pedestrian paths design; traffic calming; collection of traffic counts and reports; traffic operations design; signal timing analysis and warrant studies; signs and pavement markings; and other miscellaneous professional services that the IDA may desire.
- d. Environmental Engineering: Estimated of environmental and ecological effects of construction, regulatory permitting, ecosystem restoration, regional sand management (erosion and sedimentation), wildlife habitat and migration, pollution impacts, noise levels and esthetics, containment assessment, remediation system design, and other miscellaneous professional services that the IDA may desire.
- e. Landscape Architecture: Landscape, hardscape, and irrigation design; facility master planning and design, and other miscellaneous professional services that the IDA may desire.
- f. Anticipated Specific Projects:

Contractor shall provide all necessary labor, materials, equipment, reports and expertise required to provide the services. IDA may elect to have the Contractor(s) provide design criteria documents if the IDA decides to implement a project by the design/build approach.

It will be required that Contractor's plans shall be developed on the current, supported release of AutoCad, and a reproducible hard copy and CD/USB of plans shall be submitted in a version acceptable by the IDA.

4. Project Time. The “Project Time” shall be the agreed-upon number of calendar days from the date on which the notice to proceed is issued by the IDA to completion of the designated project. Contractor warrants that each project shall be complete within the specified Project Time, provided that there are no unreasonable and unanticipated delays beyond Contractor’s control; provided, however, that Contractor shall promptly notify IDA in writing of all anticipated or actual delays. Further, Contractor shall notify IDA in writing of any deadline by which documents or information from IDA is needed and shall do so sufficiently in advance of such deadline so that any delay can be avoided.

D. SUBMITTAL

Proposals should be prepared simply and economically, providing a straightforward, concise description of the respondent’s ability to meet the requirements of the RFQ. Respondents shall furnish all information requested on the RFQ response forms. If there is not enough space on the applicable form, additional sheets may be attached. Statements of Qualifications must be typed or printed in ink and contain an original signature of an individual authorized to bind the respondent. Submit one (1) original and three (3) copies of all required forms and data, and one (1) exact digitized copy in exact order of the response on a USB drive. All Statements of Qualification must include at least the following information:

1. Transmittal Letter: Indicating the respondent understands the scope of services and includes respondent’s contact information, including business name, authorized representative, telephone number, email address, and physical/ mailing address. Identify if your firm provides architectural services, professional engineering services, or both.

2. Firm Experience: Narrative of experience of the firm. Identify specific services that your firm can undertake based on the Scope of Services set forth in Section C, Paragraph 3 of this RFQ and list additional services that may be relevant. Include proof that Contractor is qualified under Chapter 481, Florida Statutes to practice architecture or shall hold a current certificate as a registered engineer under Chapter 471, Florida Statutes to practice engineering. Specifically identify the principal in charge, his/her experience (including numbers of years actively participating in the profession), and his/her licensure and/or relevant certifications.

3. Personnel: Provide an organizational chart and resumes of the key staff who may be assigned to projects. Include name and title, years of experience, types of prior projects (include general description and dollar value), education and registrations/licensure, and other relevant experience and qualifications.

4. References: Identify at least three prior clients where the same or similar services were provided. Include details on budget compliance and specifically identify whether project(s) were done under, on, or over budget. Identify clients that are local government clients in the State of Florida. Include a list of references (including telephone number) that may be contacted.

5. Project Implementation Strategy: Identify Contractor’s strategy for implementing projects. State the location of the office(s) from which you operate and the accessibility of

personnel to the IDA’s needs, including office hours. Describe the response time the IDA can expect upon issuance and receipt of a work order or notice to proceed. Identify lead-time. Describe system of appointment of personnel to projects.

6. Computer Aided Design (CAD): Provide acknowledgment that Contractor will produce all work product using the latest version of AutoCAD and that CAD files shall be made available in a timely fashion and at no additional cost. Also acknowledge that all submitted work product as well as final permitted documents are and will be the property of IDA upon submittal.

7. Claims and Litigation History: List all claims, arbitrations, administrative hearings, lawsuits or criminal proceedings brought by or against firm during the last five (5) years. The list shall include the name of the project over which the dispute arose, a description of the amount in dispute, and the subject matter of the dispute. Do not list workers comp claims. Detail occurrences within the past 10 years where liquidated damages have been imposed against contractor.

8. Proof of Insurance: Proof of current Commercial General Liability Insurance with minimum coverage limits of \$2,000,000 per occurrence, \$4,000,000 aggregate. Proof of Workers Compensation in at least the limits required by law. The contract terms contain additional insurance requirements with which the contractor must comply.

9. An authorized representative of the respondent must sign the RFQ Response Form (attached hereto). Proof of authorization for the representative to bind the respondent may be required.

E. SELECTION AND EVALUATION

IDA shall be the sole judge of its own best interest, the submission and the resulting contract or contracts. In all instances, the IDA’s decision shall be final.

The selection process shall be open to the public. The IDA is not obligated to award a contract and may decide to reject all responses. Statements of Qualifications will be reviewed by an Evaluation Committee, and qualified respondents will be scored based upon the RFQ Evaluation Criteria. Each evaluation committee member shall perform the member’s own independent scoring for each respondent. The scores will be tallied and ranked.

The following criteria will be used by the evaluation committee in making the selection:

Criteria for Evaluation	Maximum Possible Points	SCORE
Transmittal Letter	5	
Firm Experience	25	
Personnel	15	
References	10	
Project Implementation Strategy	20	
Computer Aided Design	15	
Claims and Litigation History	10	
TOTAL	100	

The committee will provide a list of highly qualified respondents to the IDA Board in order of ranking. It is anticipated that the IDA Board will direct negotiation of a contract with the three highest-ranking respondents. A contract shall be negotiated at compensation which the IDA or its designated representative determines is fair, competitive, and reasonable. Contracts are subject to legal review. In the event a successful respondent does not execute a contract within 30 days after beginning negotiations, then negotiations with that respondent may terminate. For purpose of negotiation, respondents should note that mileage and man-hours spent in travel time is considered incidental to the work and is not an extra compensable expense. Upon reaching mutually agreeable terms, the agreements for each selected Contractor shall be presented to the IDA Board for final approval.

An award of one or more contracts is within the sole discretion of the IDA. The IDA reserves the right to cancel the recommended award of any contract at any time before the execution of said contract by all parties without any liability against the IDA. A respondent, by submitting its Statement of Qualifications, expressly waives any claim to damages, of any kind whatsoever, in the event the IDA exercises its rights provided for in this paragraph.

[End of Page]

REQUEST FOR QUALIFICATIONS #2023-____
ARCHITECTURAL SERVICES AND PROFESSIONAL ENGINEERING (CCNA)

RFQ RESPONSE FORM

By signing below, I certify, on behalf of myself and for the firm that I represent, that: (A) I have read and understand the specifications, conditions, and instructions contained in this Request for Qualifications and the following addenda: ____ #1; ____ #2; ____ #3; ____ #4; and #____; (B) I am in a position to authorize and carry out said conditions, specifications, and instructions and to bind my firm; and (C) the statements set forth in the RFQ, including without limitation those as to debarment and suspension, public entity crimes, discrimination, and scrutinized companies, are true and correct. I understand that only qualified respondents will be ranked, and that contracts will be negotiated only with the highest-ranking respondent(s) as more specifically set forth in the RFQ. Furthermore, if a contract is not successfully negotiated in a timely manner, then negotiations will terminate. In the event a contract for continuing services is successfully negotiated and executed, it DOES NOT GUARANTEE AWARD OF A SPECIFIC PROJECT NOR EXCLUSIVITY TO PERFORM SERVICES FOR ANY SPECIFIC PROJECT. By signing below, I warrant for myself and my firm that the IDA reserves the right to cancel the recommended award of any contract at any time before the execution of said contract by all parties without any liability against the IDA. The respondent, by submitting its Statement of Qualifications, expressly waives any claim to damages, of any kind whatsoever, in the event the IDA exercises its rights provided for in this paragraph.

Completed documents included in this response include (*check*):

- | | |
|-----------------------------|--------------------------------------|
| ____ This RFQ Response Form | ____ Transmittal Letter |
| ____ Firm Experience | ____ Proof of Insurance |
| ____ Personnel | ____ Project Implementation Strategy |
| ____ References | ____ Claims and Litigation History |
| ____ Computer Aided Design | |

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE
NUMBER: _____

EMAIL ADDRESS: _____

***AUTHORIZED
SIGNATURE:*** _____

Print Name: _____

Title: _____

Date of Submittal: _____

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

**REQUEST FOR QUALIFICATIONS #2023-03
CONSTRUCTION MANAGEMENT AT RISK SERVICES
(BOSTICK ROAD INFRASTRUCTURE PROJECT)**

Hardee County Industrial Development Authority (the “IDA”) seeks a qualified construction management firm to provide construction management services at risk for an anticipated residential infrastructure project on/around Bostick Road, Hardee County, Florida.

Sealed Statements of Qualifications must be marked “Bostick Road Construction Management Qualifications” and received by the IDA, by mail or hand-delivery, at 107 E. Main Street, Wauchula, Florida 33873 no later than **2:00 PM local time on July 27, 2023**, at which time the Statements of Qualifications will be opened. A pre-opening meeting will not be held for this Request for Qualifications (“RFQ”). Other important instructions and specifications regarding responses to this RFQ are available upon request and online at www.thedevelopmentgroup.net. Failure to follow instructions could result in disqualification. If, at the IDA discretion, it becomes necessary to revise any part of this RFQ before the response date, addenda will be made available online at www.thedevelopmentgroup.net.

Questions regarding this RFQ must be in writing and must be sent to Hardee County Industrial Development Authority / The Development Group, attn: Kristi Schierling, 107 E. Main Street, Wauchula, Florida 33873, or kristi.schierling@thedevelopmentgroup.net. All questions must be received by Monday, July 24, 2023, by 3:00 PM local time. Questions will be answered by addenda available online at www.thedevelopmentgroup.net.

The Statements of Qualifications will be considered during a meeting of the Evaluation Committee to be held at 11:30 AM on July 31, 2023, or as soon thereafter as possible, at 107 E. Main Street, Wauchula, Florida 33873.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the RFQ and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or director of the IDA or the Hardee County Economic Development Council, Inc., d/b/a The Development Group, concerning any aspect of this RFQ, except in writing as specifically provided herein. Violation of this provision may be grounds for rejecting a Statements of Qualifications under this RFQ and/or any future proposal of respondent. The prohibition set forth in this paragraph does not apply to on-going projects or services provided by a contractor pursuant to an existing contract provided that all such discussions shall be limited to the existing project or service.

IDA does not discriminate upon the basis of any individual’s disability status. This non-discrimination policy involves every aspect of IDA’s functions, including one’s access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodations as provided for in the Americans with Disabilities Act or Section 286.26 of the Florida Statutes should contact Sarah Evers, IDA ADA Coordinator at 863-773-3030, by Florida Relay Services 711, or by email at sarah.evers@thedevelopmentgroup.net. Request for CART or interpreter services should be made at least 24 hours in advance for coordination of the service.

A. INTRODUCTION

The Hardee County Industrial Development Authority (the “IDA”), a special district as defined in Chapter 189, Florida Statutes and an industrial development authority created pursuant to Chapter 159, Florida Statutes, is soliciting statements of qualifications from qualified construction management firms that are interested in providing general and infrastructure-related construction management services at risk, including pre-construction, procurement, construction, and post-construction phase activities.

The Hardee County Industrial Development Authority is a body politic and corporate pursuant to Part III of Chapter 159, Florida Statutes. The Hardee County Economic Development Council, Inc., d/b/a The Development Group, is a not-for-profit corporation whose staff perform administrative functions for the IDA. The IDA and The Development Group operate under the direction of a common Board of Directors.

B. GENERAL CONDITIONS

1. The IDA is a public instrumentality for the purposes of industrial development, and the exercise of the powers conferred upon it by law are deemed and held to be the performance of an essential public purpose and function.

2. This RFQ provides guidelines for the submission of a Statement of Qualifications in response to the solicitation by the IDA for respondents to submit their qualifications to provide the services set forth herein. For purpose of this RFQ, a “respondent” or “proposer” or “firm” is an organization, firm, or other person or entity submitting a response / statement of qualifications to this RFQ and “contractor” is the respondent that is awarded a contract under this RFQ. As used herein, a “proposal” or “response” or “submittal” shall mean a respondent’s submitted Statement of Qualifications.

3. Respondents shall make no distribution of any part of their response beyond that made to the IDA. A respondent who shares information contained in their response with competing respondents may be subject to disqualification. Responses shall be prepared and submitted with the utmost attention to fair, ethical evaluation standards. Respondent declares that it is the only entity interested in this response and that the response is genuine and not made in the interest of or on behalf of any undisclosed entity and that the response is in all respects fair and without collusion or fraud.

4. Respondent warrants that it has not employed or retained any company or person to solicit or secure this contract where Respondent has agreed to pay a fee, commission, percentage, gift, or other consideration contingent upon or resulting from an award of contract.

5. IDA reserves the right to accept or reject any or all proposals or any parts thereof, and the award, if an award is made, will be made in the best interests of the IDA to the most highly qualified firm. IDA reserves the right to waive irregularities or any informality in a proposal.

6. Statements of Qualifications received after the established deadline will not be opened and will be made available for return in their unopened state or for destruction at respondent's written instruction.

7. A respondent may withdraw its response by notifying IDA in writing at any time prior to the opening. Respondents may withdraw their submissions in person, or by an authorized representative. Respondents and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives) and provide IDA with a signed receipt for return of the response. Statements of Qualifications, once opened, become the property of the IDA and will not be returned to the respondent. Statements of Qualifications, once opened, become "public records" and are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

8. IDA anticipates entering into a contract with the highest qualified respondent. By submission of a response, each respondent understands that this RFQ does not constitute an agreement or a contract with the IDA.

9. The failure or omission of any proposer to examine any form, instrument, site, or document shall in no way relieve any respondent from any obligation in respect to his/her response. The requirements applicable for the services sought under this RFQ should be considered in full when respondent is compiling a response, including the terms and conditions of the contract attached to this RFQ which will be entered into with the contractor. If a successful respondent does not execute the contract within 30 days after the selection, then IDA reserves the right to withdraw the award to that respondent.

10. No contract or agreement is binding until is reviewed and accepted by the IDA Board and executed by all parties. Contractor purchase orders are not binding on the IDA.

11. The contractor shall maintain insurance coverage reflecting the minimum amounts and conditions as required by the IDA.

12. IDA reserves the right to cancel any contract under this RFQ without cause by giving 30 days written notice to the contractor. The initial term of the contract shall be for a term of one year, which shall automatically renew on an annual basis unless otherwise terminated.

13. Neither the IDA, The Development Group, nor either of their respective directors, agents, employees, or representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFQ. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFQ.

14. IDA recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

15. Tax exemption certificates for IDA will be furnished upon request.

16. The contractor shall be responsible for acquiring all applicable Federal, State, County, and City licenses and permits and pay local business tax as may be appropriate. IDA does not require or charge any permit or other fees for the services contemplated. Contractor shall hold all licenses, registrations, certifications, or permits necessary to complete the services and shall require the same, as applicable, of its subcontractors, agents, and those performing work.

17. IDA is a drug free workplace, and its policy regarding substance abuse encompasses alcohol, illegal drugs, or other controlled substances. The possession, transfer, or sale of any substance at the workplace is expressly prohibited and may be cause for immediate dismissal.

18. *Public Entity Crime, Section 287.133(3)(a), Florida Statutes.* The respondent certifies, by submission of a signed proposal or execution of a contract or contract renewal, that neither it nor an affiliate have been placed on the convicted vendor list following conviction for a public entity crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19. *Discrimination, Section 287.134, Florida Statutes.* The respondent certifies, by submission of a signed proposal or execution of a contract or contract renewal, that neither it nor an affiliate have been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

20. *Scrutinized Companies, Section 287.135, Florida Statutes.* The respondent certifies, by submission of a signed proposal and execution of a contract or contract renewal, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria, and that the respondent is not participating in a boycott of Israel. Respondent shall immediately notify IDA if its certification set forth in this paragraph changes at any point during the proposal process or term of any contract. IDA may terminate any contract if respondent is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria or is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

21. Contractor shall, in addition to any other obligation to indemnify IDA to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the IDA, its directors, employees, agents and volunteers, specifically including The Development Group and its directors, employees, agents, and volunteers, from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract, unless caused by the sole negligence of the IDA, its directors, employees, representatives, agents, or volunteers. Any cost or expenses, including attorneys' fees (including appellate, bankruptcy or patent council fees), incurred by the IDA to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against the IDA, its directors, employees, representatives, agents, or volunteers, specifically including The Development Group and its directors, employees, agents, and volunteers, by any employee of Contractor, subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this paragraph shall be limited to \$10,000,000.00 and shall not be limited in any way to the agreed upon contract price or the Contractor's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of the contract for any reason, the terms and conditions of this paragraph shall survive indefinitely.

22. This RFQ and any contract entered into under this RFQ shall be interpreted under and its performance governed by the laws of the State of Florida. In the event of litigation between the parties related to or arising out of this RFQ or contract, venue shall be in Hardee County, Florida and no other place, and Florida law shall apply. IDA does not waive sovereign immunity for any purpose and its liability, if any, is limited by law, including Section 768.28, Florida Statutes.

23. Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the IDA may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

24. The conditions and terms set forth herein are not exhaustive; additional terms and conditions will be required and shall be specified in the contract negotiated with contractor.

C. SCOPE OF SERVICES

1. Purpose. The Construction Manager At Risk is responsible for the successful, timely, and economical completion of neighborhood site development and infrastructure on/around Bostick Road, Hardee County, Florida (parcel IDs: 18-33-25-0000-08720-0000 and 17-33-25-0000-02970-0000) for an anticipated residential development (the "Bostick Road Neighborhood Project"). Contractor will provide construction management services to the IDA based upon a notice to proceed, if any, to be issued by the IDA. Construction costs are estimated to exceed \$4 million. The services being sought under this RFQ are related to infrastructure and general site development only and do not contemplate construction of residential housing. Contractor shall be a licensed general contractor or a licensed building contractor, as defined in s. 489.105, Florida Statutes.

2. **ANTICIPATED PROJECT.** The Bostick Road Neighborhood Project is an anticipated project. Firms shall note that details for this project are in a preliminary phase and are still being discussed and pursued. A notice to proceed may never be entered. Responding to this RFQ or being awarded a contract pursuant to this RFQ does not guarantee performance of services nor any payment/consideration.

3. **Term.** It is the intent of the IDA that the contract shall be in place until completion of the Bostick Road Neighborhood Project. The resulting contract will be terminable by the IDA for any reason with 30-days' notice to contractor. Hourly rates and all other negotiated expenses will remain in effect through the duration of the contract period. In reference to travel, mileage and man-hours spent in travel time is considered incidental to the work and is not an extra compensable expense.

4. **Services.** The contractor shall coordinate and supervise the Bostick Road Neighborhood Project from the conceptual development stage through final construction, including the scheduling, selection, contracting with, and directing of specialty trade contractors, and the value engineering of the project. The scope of construction management services will be identified on overall project needs as the Bostick Road Neighborhood Project is further developed.

Project scope may include, but is not limited to, site improvements/development for anticipated single family home residential community, existing facility demolition, land clearing and preparation, utility additions/upgrades, expansion of capital infrastructure at/near site (e.g., sewer lines, water lines, electric lines), land use matters (e.g., platting or rezoning work), and so forth. All services shall be performed pursuant to applicable law, rule, or regulation and pursuant to applicable policy of the IDA. IDA reserves the right to add or delete, at any time, any or all tasks or services.

No self-performance: The contractor shall not bid on or perform any of the trade construction work or professional services; this restriction shall include entities in which contractor or any of its principals holds an ownership interest.

A wide range of services may be required including, but not limited to:

General Construction Management Services:

- a) Perform assigned duties and responsibilities upon issuance of work order or notice to proceed in accordance with the scope provided in such work order or notice or upon direction of the IDA's designee. In situation of an emergency, contractor shall commence performance of services no later than 12-hours following notice by the IDA.
- b) Complete work as detailed in the construction documents, specifications, and/or as directed by the applicable project manager.
- c) Work with and cooperate with IDA's designated engineers, architects, and other professionals ("Professional Consultants") and with trade contractors, construction teams, subcontractors, and other workers (collectively, "Workers").
- d) Comply with current codes in effect at the time of work and with all OSHA requirements. Appropriate safety and security of the construction site and related area, including staging area(s) and roadway(s) is required.
- e) Coordinate construction team, subcontractors, and other workers as necessary.

- f) Provide site supervision at all time during the requested services.
- g) Prepare studies, planning, and cost estimates as requested.
- h) Coordinate services required for recovery from natural or manmade disasters.
- i) Attend meetings as requested by IDA.
- j) Provide recommendations and applicable updates regarding construction feasibility, labor availability, material usage, time requirements, and completion dates based on project plans, specifications, verbal instruction(s) or combination thereof.
- k) Prepare cost estimates for alternative designs and material recommendations to improve project budget and management.
- l) Update cost estimates as needed for approval.
- m) Prepare and coordinate construction schedule for construction teams.
- n) Update schedules, activity sequences, and duration milestones dates as needed.
- o) Provide project schedule in a Gantt Chart format to IDA.
- p) Prepare long lead-time item list, provide samples and submittals, recommending approval to project manager.
- q) Prepare written and itemized Guaranteed Maximum Price (GMP) in negotiation with IDA to include any construction, material, labor, and management cost, detailing each area of the proposal and provide the same to IDA. Each GMP shall also set forth a specified substantial completion date and the estimated final completion date.
- r) Make recommendations to assure compliance with GMP.
- s) Prepare all submittals and provide sufficient hardcopies as requested.
- t) Provide a list of key personnel that may be involved in the project activities, including contact numbers and e-mail addresses.
- u) Keep and maintain all records required in accordance with Chapter 119, Florida Statutes.

Construction Management Services for Pre-Construction Phase:

- a) Work and coordinate with Professional Consultants and develop review reports to support the design effort.
- b) Assist the IDA and the Professional Consultants during the scope development, preliminary design, and design development phases in evaluation of options for the project.
- c) Develop with the IDA and Professional Consultants applicable cost and time reducing design alternatives.
- d) Establish the master project schedule identifying all different phases and all milestone items.
- e) Develop a project budget and itemized Guarantee Maximum Price (GMP) upon negotiations with the IDA. The GMP shall include the substantial completion date of the project or phases of the project.
- f) Review and familiarize itself with all reports, surveys, drawings, tests and results concerning the condition of existing facilities, systems, structures, and sites.
- g) Work with and coordinate activities with any other Workers that the IDA contracts work with for the project.
- h) Familiarize itself thoroughly with the design documents and provide value engineering recommendations in all disciplines.
- i) Conduct and participate in field surveys to evaluate non-concealed conditions and

- concealed conditions to fullest extent possible while minimizing destructive activities.
- j) Review all applicable documents to ensure constructability and to minimize change orders.
 - k) Review all applicable documents to help minimize scope-gaps, omissions, and conflicts.
 - l) Prepare in CSI format, detailed estimates of probable cost of construction and update as needed prior to establishing the GMP.
 - m) Review the project design to identify long-lead procurement items and equipment/materials which are eligible to be purchased by IDA as a direct material purchases.
 - n) Coordinate with the Professional Consultants to finalize construction documents and develop bid packages.
 - o) Coordinate with the Professional Consultants and prepare permitting applications and agency submittal documents as required for the project.
 - p) Prepare progress reports during the Pre-Construction Phase documenting value engineering, budget, and scope issues.

Construction Management Services for Procurement (Bid and Awards):

- a) Schedule and conduct pre-bid conferences with the interested subcontractors, material suppliers, and equipment suppliers.
- b) Assess conditions in the construction market in an effort to identify factors that will or may affect costs and time for completing the project.
- c) Be responsible for generating bidder interest in the local marketplace and identify and reasonably encourage bidding competition.
- d) Identify and solicit multiple bid packages that together will represent the entirety of the scope of work for the project.
- e) Compile bid specifications and packages, utilizing IDA bid procedures, obtaining bids for any and all construction, sub-contractor, material suppliers, including direct material purchase of IDA-furnished materials unless directed otherwise.
- f) Solicit, advertise, accept, review, and, based on approvals by the IDA, award bids to qualified subcontractors based on the bid packages identified.
- g) Contract with all subcontractors, material suppliers and equipment suppliers necessary for the proposed construction works. (NOTE: No self-performance is permitted.)
- h) Provide to the IDA, along with the Guaranteed Maximum Price, a buy-out report -- a summary indicating all subcontractor bids received, scope sheets for each bid package, including general conditions, cost itemization, exclusions, allowances, construction manager's fee, and a construction schedule.

Construction Management Services for Construction Phase:

- a) Lead the construction teams.
- b) Coordinate with the Professional Consultants and IDA to schedule and conduct Pre-Construction meetings with subcontractors/Workers.
- c) Schedule and plan construction meetings, take and issue meeting minutes, and attendance sheets as required.
- d) Plan and recommend timing for the release of drawings and specifications to enable phasing of construction project.

- e) Maintain and update the master project schedule, detailed construction schedules, submittal schedules, inspection schedules, and occupancy schedules.
- f) Prepare all submittals and provide sufficient hardcopies as requested.
- g) Make recommendation(s) and take appropriate action(s) to maintain project budget.
- h) Contract with and coordinate appropriate sub-contractor(s) to complete project consistent with approved upon schedule acceptable to the Project Manager.
- i) Coordinate all work with surveyors, special consultants, and testing lab services contracted by the IDA as required.
- j) Assure all work is installed in a workmanlike manner.
- k) Provide materials to job site in a timely manner and assure their safe keeping, meeting the terms of the contract, adhering to project scheduling, and direct material purchase program.
- l) Coordinate and schedule all required inspections prescribed by local agencies, building permit, and Florida Building Code.
- m) Provide to the IDA a written weekly project report providing an accurate assessment of the current status of the project and cost accounting indicating the status of the subcontract buyouts, contingency expenses, project expenses, accounts payable, forecasted and confirmed IDA expense changes, and forecasted savings within the GMP.
- n) Provide to applicable Professional Consultants and the IDA sufficient copies of a written weekly project report as to the progress of each project, detailing daily logs, weather, sub-contractor' progress, work problems, job progress, look ahead, and photographs.
- o) Develop, implement cost controls, and provide financial accounting services for documentation of project.
- p) Prepare the necessary forms and documents with all agencies (as required) to enable the orderly flow of work.
- q) Update and maintain project check-list.
- r) Compile and maintain project manual and check-lists consisting of, but not limited to: sub-contractors, tabulations, alternative measures, certificates and waivers of lien.
- s) Coordinate site construction management services including, but not limited to: (a) progress job site meetings, (b) maintain daily on site project log and schedule report, (c) oversee quality assurance testing and inspection programs, (d) monitor construction management staff and subcontractor work performance for deficiencies, (e) maintain record copy of all contract documents, (f) coordinate requests for information (RFI) submittals, and (g) review adequacy of and oversee and ensure compliance with construction management staff and subcontractor safety programs and policies.
- t) Provide written or verbal reports to the IDA as requested.

Construction Management Services for Close-Out Phase:

- a) Assemble and deliver sufficient hardcopies and electronic copies on USB of closeout documents, parts and operational manuals, and repair and parts manuals, as directed by Project Manager.
- b) Coordinate with the Professional Consultant the final inspection prior to the approval and issuance of the Certificate of Substantial Completion
- c) Coordinate completion of As-Built documents with Project Manager.

- d) Complete or coordinate completion of punch-list items generated by the Professional Consultant and IDA's representatives during their inspections.
- e) Coordinate project close-out, start-up and transition to operation.
- f) Obtain and review all warranties, operations and maintenance manuals, and other such Close-Out Documents.
- g) Warrantee all workmanship and material for one (1) year following final completion without disclaimers, unless specifically approved by the IDA.
- h) Coordinate with the IDA for all requested and required equipment documentation.
- i) Coordinate with the Professional Consultant to provide complete Project records including Project Manual and CAD drawings corrected to show all construction changes, additions, and deletions compared to the Construction Document
- j) Provide a USB drive containing all project photos.
- k) Coordinate with the IDA to prepare the Certificate of Final Inspection.
- l) Coordinate and conduct Building Warranty Inspections.

5. Project Time. The number of calendar days from the date on which the notice to proceed with Preconstruction Phase Services is issued by the IDA, through the required substantial completion date of the Project as subsequently established in the Guaranteed Maximum Price ("GMP") for a project, shall constitute the "Project Time." The contractor warrants that each project shall be substantially complete within the specified Project Time, provided that there are no unreasonable and unanticipated delays in completion of the design documents, unusual and unreasonable delays in obtaining any approval from a State or local governing agency or authority, or other occurrences which would form the basis for an extension of the Project Time; provided, however, that contractor shall promptly notify IDA in writing of all anticipated or actual delays. Further, contractor shall notify IDA in writing of any deadline by which design documents, approvals, or other information from IDA is needed and shall do so sufficiently in advance of such deadline so that any delay can be avoided.

6. Liquidated Damages. In the event of any delay in achieving substantial completion of a project resulting from any act or omission of the contractor, the contractor shall pay the IDA the sum of five hundred dollars (\$500.00) per day for each and every calendar day of such delay in achieving substantial completion beyond the Project Time. Any sums due and payable hereunder by the contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the IDA. When the IDA reasonably believes substantial completion will be inexcusably delayed, the IDA shall be entitled, but not required, to withhold from any amounts otherwise due the contractor an amount then believed by the IDA to be adequate to recover liquidated damages applicable to such delays.

7. Inspection and Correction. Contractor shall notify the IDA's project manager of completion of each phase of work within twenty-four hours after such completion unless otherwise agreed. The project manager will inspect the work and, if he/she finds that it has not been satisfactorily done, said Contractor shall cause the work to be promptly corrected at no cost to IDA. For avoidance of any doubt, the contractor shall be responsible for the failure of any Workers to carry out work in accordance with the applicable contract documents pertaining to such work. Further, contractor shall immediately cause defective work to be corrected at no expense to IDA. If within one year after final completion of a Worker's work on a project the work is found to be defective or not in accordance with the applicable contract documents, the contractor shall cause

such work to be corrected promptly upon receipt of written notice from IDA. The obligations set forth in this paragraph shall survive final payment to contractor and the termination of the contract.

8. Guaranteed Maximum Price. Contractor shall prepare written Guaranteed Maximum Price (GMP) in negotiation with IDA. Each GMP shall be itemized and shall include all construction, material, labor, and management cost, in detail, and shall also include the complete and total cost of the project in accordance with all requirements of the applicable contract documents. GMP shall set forth the substantial completion date of the project, which shall be a definite date, and the estimated final completion date. The term “substantial completion” shall mean when a project is sufficiently complete so that the IDA can enjoy beneficial use or occupancy of the project and can utilize it for its intended purpose. Any change in the GMP, including the substantial completion date, shall require the prior approval of IDA.

9. Sites. Contractor shall be responsible for the protection of all existing paving, buildings, utilities, and adjacent real property and shall promptly repair, at its sole cost, any damage to IDA or third-party owned property caused, in whole or in part, by contractor or its agents or subcontractors. Contractor agrees that IDA may withhold payment hereunder until the damage is repaired or the property is replaced. Contractor shall ensure the sites upon which services are performed are maintained in a clean and orderly condition, free from all refuse, rubbish, scrap materials, and debris.

D. SUBMITTAL

Proposals should be prepared simply and economically, providing a straightforward, concise description of the respondent’s ability to meet the requirements of the RFQ. Respondents shall furnish all information requested on the RFQ response forms. If there is not enough space on the applicable form, additional sheets may be attached. Statements of Qualifications must be typed or printed in ink and contain an original signature of an individual authorized to bind the respondent. Submit one (1) original and three (3) copies of all required forms and data, and one (1) exact digitized copy in exact order of the response on a USB drive. All Statements of Qualification must include at least the following information:

1. Transmittal Letter: Indicating the respondent understands the scope of services and includes respondent’s contact information, including business name, authorized representative, telephone number, email address, and physical/ mailing address.

2. Firm Experience: Narrative of experience of the firm. Include description of the capabilities of firm to provide the technical services required for design reviews, budget estimating, value engineering, constructability analysis, construction scheduling, scheduling controls, quality control (design and construction), establishing a Guaranteed Maximum Price, cost control, claims management, reporting systems, and project close-out.

3. Personnel: Provide an organizational chart and resumes of the key staff which may be assigned to projects. Include name and title, years of experience, types of prior projects (include general description and dollar value), education and registrations/licensure, and other relevant experience and qualifications.

4. References: Identify at least three prior clients where the same or similar services were provided. Include details on budget compliance and specifically identify whether project(s) were done under, on, or over budget. Identify clients that are local government clients in the State of Florida. Include list of references (including telephone number) that may be contacted.

5. Accessibility and Responsiveness: State the location of the office(s) from which you operate and the accessibility of personnel to the IDA's needs, including office hours. Describe response time the IDA can expect upon issuance and receipt of a work order or notice to proceed. Identify lead-time.

6. Claims and Litigation History: List all claims, arbitrations, administrative hearings, lawsuits or criminal proceedings brought by or against firm during the last five (5) years. The list shall include the name of the project over which the dispute arose, a description of the amount in dispute, and the subject matter of the dispute. Do not list workers comp claims. Detail occurrences within the past 10 years where liquidated damages have been imposed against contractor.

7. Cost Control Methods: Describe cost control methods (software, systems, personnel, etc.) that will be used to ensure the Guaranteed Maximum Price will stay within budget while receiving the highest quality of work. Describe how the firm will use value engineering. Provide examples and describe projects that have utilized the cost control methods described.

8. Proof of Insurance: Proof of current Commercial General Liability Insurance with minimum coverage limits of \$2,000,000 per occurrence, \$4,000,000 aggregate. Proof of Workers Compensation in at least the limits required by law. The contract terms contain additional insurance requirements with which the contractor must comply.

9. An authorized representative of the respondent must sign the RFQ Response Form (attached hereto). Proof of authorization for the representative to bind the respondent may be required.

E. SELECTION AND EVALUATION

IDA shall be the sole judge of its own best interest, the submission and the resulting contract or contracts. In all instances, the IDA's decision shall be final.

The selection process shall be open to the public. The IDA is not obligated to award a contract and may decide to reject all responses. Statements of Qualifications will be reviewed by an Evaluation Committee, and qualified respondents will be scored based upon the RFQ Evaluation Criteria.

An award of a contract is within the sole discretion of the IDA. The IDA reserves the right to cancel the recommended award of any contract at any time before the execution of said contract by all parties without any liability against the IDA. By submitting qualifications, the responder is acknowledging that the Bostic Road Neighborhood Project is an anticipated project and a notice to proceed may never be entered, regardless of whether a contract is fully executed. Responder understands and agrees that responding to this RFQ

or being awarded a contract pursuant to this RFQ does not guarantee performance of services nor any payment/consideration. A respondent, by submitting its Statement of Qualifications, expressly waives any claim to damages of any kind whatsoever in the event the IDA exercises its rights provided for in this paragraph.

The following criteria will be used by the evaluation committee in making the selection:

Criteria for Evaluation	Maximum Possible Points	SCORE
Transmittal Letter	5	
Firm Experience	25	
Personnel	20	
References	15	
Accessibility and Responsiveness	10	
Claims and Litigation History	10	
Cost Controls	15	
TOTAL	100	

Each evaluation committee member shall perform the member’s own independent scoring for each respondent. The scores will be tallied and ranked. The committee will provide a list of highly qualified respondents to the IDA Board in order of ranking. It is anticipated that the IDA Board will seek negotiation of a contract with the highest-ranking respondent. A contract shall be negotiated at compensation which the IDA determines is fair, competitive, and reasonable. In the event a successful respondent does not execute a contract within 60 days after beginning negotiations with the IDA, then negotiations with that respondent will terminate. For purpose of negotiation, respondents should note that mileage and man-hours spent in travel time is considered incidental to the work and is not an extra compensable expense.

[End of Page]

**REQUEST FOR QUALIFICATIONS #2023-03
CONSTRUCTION MANAGEMENT AT RISK SERVICES
(BOSTICK ROAD INFRASTRUCTURE PROJECT)**

RFQ RESPONSE FORM

By signing below, I certify, on behalf of myself and for the firm that I represent, that: (A) I have read and understand the specifications, conditions, and instructions contained in this Request for Qualifications and the following addenda: ___ #1; ___ #2; ___ #3; ___ #4; and #_____; (B) I am in a position to authorize and carry out said conditions, specifications, and instructions and to bind my firm; and (C) the statements set forth in the RFQ as to debarment and suspension, public entity crimes, discrimination, and scrutinized companies are true and correct. I understand that only qualified respondents will be ranked, and that contracts will be negotiated only with the highest-ranking respondent(s) as more specifically set forth in the RFQ. Furthermore, if a contract is not successfully negotiated in a timely manner, then negotiations will terminate. Even in the event a contract is successfully negotiated and executed, it DOES NOT GUARANTEE ANY WORK WHATSOEVER. By signing below, I warrant for myself and my firm that the IDA reserves the right to cancel the recommended award of any contract at any time before the execution of said contract by all parties without any liability against the IDA. The respondent, by submitting its Statement of Qualifications, expressly waives any claim to damages of any kind whatsoever in the event the IDA exercises its rights provided for in this RFQ.

Completed documents included in this response include (*check*):

- | | |
|----------------------------|--------------------------------------|
| ___ This RFQ Response Form | ___ Transmittal Letter |
| ___ Firm Experience | ___ Proof of Insurance |
| ___ Staff Description | ___ Accessibility and Responsiveness |
| ___ Reference List | ___ Claims and Litigation History |
| ___ Cost Controls | |

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE _____

NUMBER: _____

EMAIL ADDRESS: _____

**AUTHORIZED
SIGNATURE:** _____

Print Name: _____

Title: _____

Date of Submittal: _____

**COMMERCIAL LEASE WITH OPTION TO PURCHASE BY AND BETWEEN
HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
AND UTILITECH, INC.**

THIS COMMERCIAL LEASE AGREEMENT WITH OPTION TO PURCHASE is made by and between the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a dependent special district and body politic and corporate of the State of Florida operating pursuant to Chapter 159, Florida Statutes (herein called "OWNER") and **UTILITECH, INC.** a Florida corporation with an address at 130 W Main Street, Wauchula, Florida 33873 (herein called "TENANT").

WITNESSETH:

WHEREAS, OWNER is the owner of certain real property located at 126 W Main Street, Wauchula, Hardee County, Florida;

WHEREAS, OWNER has agreed to lease the property to TENANT with option to purchase;

WHEREAS, TENANT wishes to lease said property from OWNER; and

WHEREAS, OWNER and TENANT wish to enter into this Commercial Lease with Option to Purchase, which terms shall supersede that of the Prior Lease.

NOW THEREFORE, in consideration of the premises and the covenants, terms and conditions to be performed as set forth hereinafter, the parties agree as follows:

1. The above stated recitals are true and correct and are incorporated herein by reference. The parties agree that this Commercial Lease Agreement with Option to Purchase shall supersede any and all prior leases, options, or agreements as to the Premises (as hereinafter defined) between the parties.

2. **TERM**. The initial term of this lease agreement shall be for five (5) years commencing on _____ ("Effective Date") and ending on _____ ("Term End Date"), unless sooner terminated as herein provided.

3. **PROPERTY**. The property subject to this agreement, commonly known as 126 W Main Street, Wauchula, Hardee County, Florida, and containing a commercial building, is more specifically described as:

The East 27 feet of the West 62 feet of Lot 18, less the North 23 feet thereof, and the East 27 feet of the West 62 of Lots 19 and 20, all in Block 20, Plat of Town of Wauchula, according to the map or thereof as recorded in Plat Book 1, Page 29, Public Records of Desoto County, Florida, of which Hardee was formerly a part, and recorded in Plat Book 1, Page 1-29, now known as Plat Bar A-22, Public Records of Hardee County, Florida.

(herein called the "Premises").

4. USE AND SUITABILITY. The Premises are to be used by TENANT for the purpose of retail bakery and soda shop. TENANT will make no unlawful, improper, or offensive use of the Premises. TENANT acknowledges having examined the Premises thoroughly before entering into this agreement and acknowledges the suitability of the Premises for TENANT's proposed use. TENANT does not rely upon any representations by the OWNER as to the suitability of the Premises for the TENANT's purposes.

5. RENT.

A. Except as otherwise specifically provided herein, TENANT shall pay monthly rent to OWNER equal to **\$2,317.50** ("Base Rent"). Base Rent shall be paid by TENANT to OWNER, together with any sales or use taxes thereon, in advance, on or before the first day of each month. The amount of Base Rent shall never decrease.

B. In addition to the Base Rent, TENANT shall reimburse OWNER for OWNER's actual cost of insurance and property tax related to the Premises, which amounts shall be invoiced by OWNER to TENANT as additional rent ("Additional Rent"). Additional Rent shall be paid net 30 days from date of invoice.

C. No Base Rent shall be due for the first three full monthly periods following the Effective Date and any prorated portion of the initial month. Beginning on the fourth full month after the Effective Date, fifty percent (50%) of the monthly Base Rent shall be due and payable. Beginning on the seventh full month and continuing every month thereafter, monthly Base Rent shall be due and payable in full. *[For example purposes only, if the Effective Date of this lease is February 20th, then no base rent would be due for the remainder of February, all of March (first full month), all of April (second full month), and all of May (third full month). For June (fourth full month), July (fifth full month), and August (sixth full month), 50% of base rent would be payable on or before the first of each such month. Beginning on September 1st (seventh full month) 100% of base rent would be due.]*

D. This is a triple net lease. The parties agree that except for costs or

expenses that are expressly set forth herein as the obligation of OWNER, all cost, fees, and expenses associated with the Premises and the use or maintenance of the Premises shall be the sole responsibility of and shall be paid by TENANT, including without limitation, insurance, taxes, maintenance, and capital expenditures relating to the Premises.

E. No security deposit is required for this Lease.

6. **LATE PAYMENTS.** Payments remaining due and unpaid for a period of ten (10) days after the date due shall accrue a service charge equal to 1.5% of the amount of the delinquent payment, or \$100.00, whichever is greater, per month, from the date due until paid.

7. **WORTHLESS PAYMENTS.** Any payments returned as worthless or as insufficient funds shall accrue a service charge equal to 5% of the amount of the returned payment, or \$35.00, whichever is greater.

8. **EMERGENCY CONTACT.** TENANT shall provide OWNER with the name and telephone number of a contact person who shall be on call at all times to respond in case of emergency. In addition, TENANT shall ensure that OWNER has 24-hour access to the Premises for purposes of emergency, including key-card access, if applicable.

9. **COMMUNITY INVOLVEMENT.** TENANT agrees that it will join and maintain membership with the Main Street Wauchula at its own cost and expense throughout the term of this Lease in recognition of TENANT's desire to develop strong bonds with local businesses and the community in furtherance of fostering economic growth of Hardee County. Further, TENANT agrees to be open during special functions and parades occurring along Main Street, Wauchula.

10. **CLEANLINESS AND SAFETY.** TENANT agrees to keep the Premises in a clean, safe and sanitary condition, and to abide by all reasonable safety and fire regulations. TENANT will contract with a franchised solid waste hauler to dispose of solid waste, if instructed to do so by OWNER. TENANT shall at all times keep and maintain an adequate number of operating, charged fire extinguishers in or on the Premises. TENANT will not permit the Premises to be occupied for any purpose deemed disreputable or deemed to be extra-hazardous on account of fire. TENANT agrees not to do or allow anything to be done on the Premises which may injure or endanger persons

on or about or adjacent to the Premises. TENANT hereby indemnifies and holds OWNER harmless from any claims because of injury to life, person or property by reason or anything done or permitted by TENANT, its agents, employees, guests, or invitees on or about or adjacent to the Premises.

11. TAXES. TENANT shall pay all Florida sales or use taxes on this Lease or the lease payments. Failure to pay such charges when due shall be paid by TENANT to OWNER on demand. Should said taxes not be paid by TENANT, they shall be considered unpaid additional rent and failure to pay said taxes shall be considered a default hereunder.

12. UTILITIES AND SERVICES. OWNER will not be obligated to pay any charges for any telephone service, gas, electricity, water, or other utility service or commodity procured or consumed by TENANT. TENANT shall be solely responsible for such charges and, if OWNER shall pay those on behalf of TENANT, the amount of such charges shall be considered additional rent hereunder.

13. SIGNAGE. All signage on the property must be approved by OWNER as to style, location, content, and construction before installation, which approval will not be unreasonably withheld.

14. ASSIGNMENT / SUBLEASE. TENANT shall not assign this Lease without the written consent of OWNER, which consent will not be unreasonably withheld. TENANT may sublet the Premises, provided such subletting shall be subject to the terms and conditions of this Lease and sublessor shall acknowledge and agree to the same in writing, and further provided that TENANT shall notify OWNER in writing of such subletting promptly. Such subletting shall not release TENANT from any of its obligations under this Lease, including its obligation for timely payment of all rents.

15. ALTERATIONS. TENANT shall make no material additions or alterations in or to the Premises without the written consent of OWNER. TENANT shall be responsible for the cost of any additions or alterations made by TENANT and shall protect and reimburse OWNER against possible mechanics', laborers' and materialmen's liens upon the Premises. All furnishings, inventory, machinery, and equipment constructed or installed on the Premises by TENANT shall be the property of TENANT and the TENANT shall have legal title thereto during the term of this Lease; however, upon the expiration

or termination of this Lease, title to all such fixtures shall automatically revert to and vest in the OWNER, except as provided in Section 26 herein.

16. MAINTENANCE AND REPAIRS. TENANT shall be responsible for all maintenance, repair, and upkeep of the Premises and shall keep the Premises in good order and repair. Reasonable repairs shall be made in a timely manner and if TENANT refuses or neglects to make any repairs to the reasonable satisfaction of OWNER within a reasonable period of time after receipt of written notice of need for such repair from OWNER, OWNER may make such repairs without liability to TENANT for any loss or damage that may occur to TENANT'S property or business and TENANT shall pay OWNER'S costs for making such repairs, including OWNER'S reasonable administrative costs. Such costs for repairs shall bear interest at the rate of 18% per annum from the tenth day after billing therefor until paid and shall constitute additional rent. OWNER reserves the right to enter on the Premises at all reasonable times to make such repairs.

17. LANDSCAPING / CURB APPEAL. TENANT shall be responsible for all mowing, landscaping, and overall curb appeal at the Premises, including upkeep and replacing plants, shrubs, grass, and trees, as necessary, and upkeep and maintaining outward-facing (street facing) elements such as shutters, windows, and doors. Any substantial modification by TENANT of the landscaping or outward-facing elements in place as of the Effective Date shall be subject to prior approval of OWNER. All mechanical units and refuse receptacles shall be shielded from public view. TENANT shall maintain all sidewalks and paved surfaces free of debris and in good condition. TENANT shall ensure that all outward-facing windows, doors, walls, and overhands are regularly washed or cleaned.

18. NO LIENS CREATED. TENANT has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Premises. No third person shall be entitled to any lien against the Premises or any structure thereon, derived through or under TENANT. All persons contracting with TENANT, or furnishing materials or labor to TENANT, shall be bound by this provision. Should any such lien be filed, TENANT shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. TENANT is not the agent of OWNER and cannot confer upon a laborer upon the Premises, or upon a materialman who furnishes

material incorporated in the construction of improvements upon the Premises, a construction lien upon OWNER's property under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

19. PLEDGE OF LEASEHOLD INTEREST. TENANT may, from time to time, pledge its leasehold interest as security for a bona fide loan or loans from reputable established lenders or lending institutions. OWNER shall not subordinate its interest in the Premises to any such security holder under any circumstances whatsoever.

20. SUBORDINATION. This Lease Agreement shall be subordinate to the provisions of any existing or future agreement of OWNER relative to the operation or maintenance of the Premises, the execution of which has been or may be required as a condition precedent to the receipt of or expenditure of funds for development.

21. PRIORITY. This lease is subject and subordinate to the present and future restrictions and regulations imposed by any governmental body or agency applicable to the Hardee County Industrial Development Authority, and further subordinate to existing or future agreements between the OWNER and any branch or agency of the Government of the United States of America, or the State of Florida relative to development, operation, and maintenance of the Premises. The parties specifically understand and agree that some of the improvements to the Premises may be funded in whole or in part by grants from State and Federal Government. TENANT agrees to comply with all state and federal laws and the rules upon which the grants are conditioned.

22. HOLD HARMLESS. TENANT agrees to hold OWNER harmless against all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting therefrom, arising out of this contract unless such claims are a result of the OWNER's sole negligence. TENANT agrees to pay on behalf of OWNER, and to pay the cost of OWNER's legal defense, as may be selected by OWNER, for all claims described in this paragraph. Such payment on behalf of OWNER shall be in addition to any and all other legal remedies available to OWNER and shall not be considered to be OWNER's exclusive remedy.

23. INSURANCE AND INDEMNITY. TENANT will at its own expense and at all times during the term of this Lease Agreement, provide and maintain in effect for the Premises those insurance policies and minimum limits of coverage as designed below,

with companies licensed to do business in the State of Florida. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency. These minimum insurance requirements shall not be interpreted to in any way limit TENANT's defense and indemnity obligations. In addition, the policies shall: **(i)** Specifically recognize and insure the contractual liability assumed by TENANT under this Commercial Lease Agreement; **(ii)** Provide that TENANT's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to OWNER and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents; **(iii)** Provide that no cancellation or non-renewal will become effective except upon thirty (30) days prior written notice to OWNER except for non-payment of premium; **(iv)** Specifically waive insurers' rights of subrogation against OWNER; and **(v)** Specifically recognize that should TENANT's policies provide a limit of liability in excess of the amounts required below, OWNER shall have the right of the benefit to the full extent of the coverage available.

A. PROPERTY/CONTENT COVERAGE. TENANT shall procure and maintain for the term of this lease, at its expense, All Risk / Special Form insurance coverage for its personal property, including all contents, trade fixtures, machinery, equipment, furniture, furnishings, and TENANT's leasehold improvements.

B. LIABILITY INSURANCE. TENANT shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by OWNER, such insurance to afford minimum protection of not less than \$3,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. OWNER, Hardee County Industrial Development Authority, shall be listed as an additional insured on TENANT's policy or policies of comprehensive general liability insurance and TENANT shall provide OWNER with current Certificates of Insurance evidencing TENANT's compliance with this paragraph.

C. BUSINESS AUTO INSURANCE. TENANT shall, at its own expense, maintain Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-

owned and hired automobiles. Such insurance shall afford minimum protection of not less than \$1,000,000 combined single limit coverage for Bodily Injury and Property Damage.

D. WORKERS' COMPENSATION. TENANT shall have and maintain workers' compensation insurance as required by law.

E. CERTIFICATE OF INSURANCE. Upon execution of this Agreement, TENANT must furnish a Certificate of Insurance to OWNER evidencing the insurance required herein, written or translated in English. From thereon, TENANT will furnish a valid Certificate of Insurance to OWNER annually at the address in the "Notices" clause of this Agreement.

F. TENANT'S LIABILITY NOT LIMITED. NOTWITHSTANDING THE PROVISIONS HEREIN, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

G. INVALIDATION OR CONFLICT WITH EXISTING INSURANCE POLICIES. TENANT shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Premises that will **a)** invalidate or be in conflict with any insurance policies covering the Premises or any part thereof; or **b)** increase the rate of insurance on the Premises or any property located therein. If by reason of the failure of TENANT to comply with the provisions of this Lease, the insurance rate shall at any time be higher than it otherwise would be, then TENANT shall reimburse OWNER and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by TENANT.

H. TENANT'S NEGLIGENCE. If the Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of TENANT or any of TENANT's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and TENANT shall be responsible for the costs of repair not covered by insurance.

I. INDEMNIFICATION. TENANT shall indemnify OWNER and hold OWNER harmless for any and all liability, claims, damages, expenses (including

attorneys' fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the Premises by TENANT, except as may arise out of conditions occurring or present prior to the commencement of this lease or caused by the misconduct or gross negligence of OWNER.

24. COMPLIANCE WITH ALL LAWS AND RESTRICTIONS. TENANT hereby agrees to abide by all applicable local, state, and federal laws, statutes, regulations, and rules, including any and all ordinances, building codes, or covenants and restrictions governing the Premises.

25. NOTICES. Whenever any notice is required or permitted by this Agreement to be given, such notice shall be by certified mail, overnight delivery, or facsimile addressed to:

If to TENANT:
Brent Stephens
3175 Oaks Bend
Bowling Green, FL 33834

If to OWNER:
The Development Group
107 East Main Street
PO Box 458
Wauchula, Florida 33873

With copy to:
Swaine, Harris & Wohl, P.A.
Attn: Shannon L. Nash, Esq.
425 S. Commerce Avenue
Sebring, Florida 33870

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid, or when received by the other party if by facsimile. Each party will be responsible for notifying the other of any change in their address. Management of the Premises on behalf of the OWNER shall be by and through Hardee County Economic Development Council, Inc., d/b/a The Development Group.

26. REMOVAL OF PERSONAL PROPERTY UPON TERMINATION. Upon expiration or termination of this Agreement, provided all monies due OWNER have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including machinery and equipment, which it has installed or placed on the Premises, which removal shall be accomplished no later than the termination date. Electrical and plumbing facilities, fixtures, or systems, air conditioner units or systems, and other

permanently installed fixtures shall not be considered personal property. TENANT shall repair any damage occasioned by reason of such removal or damage caused by TENANT's occupancy. In the event TENANT fails to remove its personal property or to repair any damage done to the Premises by the expiration or termination date of this Lease, OWNER reserves the right to remove and store all such personal property left, at the risk and expense of TENANT, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by TENANT.

27. ABANDONMENT OF PREMISES BY TENANT. In case TENANT shall abandon said Premises, or any part thereof, during the term of this Agreement, OWNER may, at its option, without notice, relet said Premises, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which OWNER would otherwise have to hold TENANT responsible for the rent. In case said Premises, or any part thereof, shall be relet, OWNER shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the rent due or to become due from TENANT.

28. DEFAULT. The occurrence of one or more of the following shall be an event of default by TENANT: **(a)** Failure of TENANT to make any payment required by this Lease when due, and the failure continues for three (3) days after written Notice of Default from OWNER to TENANT; **(b)** A failure of TENANT to comply with any obligation imposed upon TENANT by this Lease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from OWNER to TENANT. Should the obligation be such that it cannot reasonably be corrected within thirty (30) days, TENANT shall not be in default so long as TENANT is diligently proceeding to comply and the noncompliance does not continue for over ninety (90) days after Notice of Default. A subsequent failure of TENANT to comply with the same obligation shall be a default without any grace period.; **(c)** Proceedings under the Bankruptcy Act for bankruptcy filed by or against TENANT or any guarantor of TENANT's performance hereunder and not dismissed within thirty (30) days after the filing; **(d)** An assignment of TENANT's property for the benefit of creditors; **(e)** A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of TENANT's or any guarantor's property, and the officer is not discharged and possession of the property

is not restored within thirty (30) days; **(f)** TENANT's interest in the Premises or under this Lease is the subject of a taking or levy under execution, attachment, or other process of law and the action is not cancelled or discharged within thirty (30) days after its occurrence; or **(g)** TENANT defaults under any other lease or agreement with OWNER.

29. OWNER'S REMEDIES. If any event of default occurs and has not been cured within the time period provided in this Lease, OWNER may immediately or at any time thereafter do one or more of the following: **(a)** Remove any of TENANT's personal property from the Premises and store the same elsewhere at TENANT's expense without relieving TENANT from any liability or obligation; **(b)** Make the Premises available to another party without liability to TENANT and without relieving TENANT from any liability or obligation to OWNER; **(c)** Bring an action then or thereafter against TENANT to recover the amount of any payment owing by TENANT to OWNER as the same is due, becomes due, or accumulates; **(d)** Accelerate the rent to be paid over the entire term of this Lease and bring then or thereafter an action for said rent and all other amounts due and owing by TENANT to OWNER; **(e)** Terminate this Lease by giving TENANT written notice thereof, without relieving TENANT from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from TENANT's default; **(f)** Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due; or **(g)** Exercise any combination of the above or any other remedy provided by law.

30. NON-DISCRIMINATION. TENANT for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: **(i)** No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; **(ii)** In the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and **(iii)** In the event of a breach of any of the above nondiscrimination covenants, OWNER shall have the right to terminate the lease.

31. ENVIRONMENTAL MATTERS. TENANT covenants and agrees to

discharge only domestic waste into the sewer system. TENANT will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever. TENANT further covenants to hold the OWNER harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from TENANT'S discharge (either intentional or accidental) of such matters to the soil, air, water, or wastewater treatment facility. OWNER hereby agrees to hold TENANT harmless from all claims, demands, damages, fines, costs, cleanup, attorneys' fees, and court costs arising from any discharge of such matters occurring prior to the term of this Lease.

32. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This notification is pursuant to §404.056(5), Florida Statutes.

33. STORM WATER POLLUTION PREVENTION PLAN. TENANT agrees to abide by all rules and regulations established by OWNER or any state, county, or federal agency in regard to storm water pollution prevention. The stormwater pollution prevention plan is a major mechanism to comply with the National Pollution Discharge Elimination System (NPDES) Multi-Sector Generic Permit (MSGP) for stormwater discharge associated with industrial activities. The NPDES MSGP is administered by Florida Department of Environmental Protection (FDEP) and is defined in rule 62-621.100 *et seq.*, F.A.C.

34. OFAC LIST. TENANT hereby represents, warrants and covenants to OWNER that neither TENANT nor any person or entity that directly or indirectly (i) controls TENANT or (ii) has an ownership interest in Tenant of twenty-five percent (25%) or more, appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

35. OPTION TO PURCHASE.

A. OWNER grants to TENANT the exclusive option to purchase the Premises defined in this Lease on the terms and conditions set forth in this Section 35.

B. Provided TENANT is not in default under the Lease or any other agreement with or obligation to OWNER, TENANT may elect to purchase the Premises, including all improvements then-contained on the Premises, by giving OWNER written notice thereof during the term of the Lease.

C. TENANT shall give OWNER written notice of its election pursuant to the Notice provisions set forth in the Lease. OWNER shall, within forty-five (45) days after receipt of such notice, provide TENANT with a contract for sale/purchase at the Purchase Option Price (defined hereinafter) with TENANT paying all closing costs and all (non-prorated) real estate taxes for the year of closing. The sale/purchase contract shall provide for a closing date no less than 90 days after full execution of the contract. Further, the contract shall be contingent upon TENANT and OWNER entering into a right of first refusal whereby, for a period of five years after the closing date, OWNER has first right to re-purchase the Premises from TENANT at a purchase price equivalent to the then-current appraised value. In addition, such contract shall contain all reasonable standard provisions for contracts for similar sales.

D. The "Purchase Option Price" shall be the greater of (i) the appraised value of the Premises as of the effective date of the sale/purchase contract entered into by TENANT and OWNER or (ii) the total OWNER investment in the Premises (including, but not limited to, initial purchase price and all improvements and construction expenses). The appraiser shall be selected by the OWNER, and OWNER shall bear all appraisal costs. OWNER shall prepare and provide to TENANT the total OWNER investment.

E. TENANT shall receive credit against the Purchase Option Price equal to Base Rent payments timely made by TENANT to OWNER pursuant to the Lease,

which amounts shall be calculated by OWNER. In no event shall total credits exceed the Purchase Option Price.

F. The consideration for this option is the mutual covenants of the parties, one to the other, as well as One Dollar (\$1.00) from TENANT to OWNER upon execution of the Lease.

G. TENANT's failure to remain in good standing (including any failure to timely make rent payments) under this Lease shall terminate this option; provided, however, that if TENANT cures any such default, the option shall remain. This option shall not survive the expiration or termination of this Lease.

H. This purchase option may not be assigned by TENANT.

36. ATTORNEYS' FEES AND COSTS. In any action brought by either party for the interpretation or enforcement of the obligations of the other party, including OWNER's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorneys' fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy, or in post judgment collections subject to limitations set forth by s. 768.28, Florida Statutes.

37. WAIVER OF BREACH. Waiver by OWNER or TENANT of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.

38. AMENDMENT. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

39. PROVISIONS OF LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the lease shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the lease shall forthwith be physically amended to make such insertion or correction.

40. JURISDICTION AND VENUE. The parties understand and agree that this lease was negotiated, entered into, and is to be performed in Hardee County, Florida; venue is appropriate in the Circuit Court in and for Hardee County, Florida. All issues will

be governed by Florida Law.

41. SEVERABILITY. It is the intention of both of the parties hereto that the provisions of this Lease Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.

42. ASSIGNS AND SUCCESSORS. Except as otherwise provided, the covenants and conditions herein shall be binding upon and inure to the benefit of the assigns and successors of the parties.

43. TIME. Time is of the essence of this agreement.

44. MULTIPLES; RECORDING. This agreement is executed in multiple copies, each copy of which shall be deemed an original. Recording of this Lease is strictly prohibited and shall be an event of default; a memorandum of lease executed by both parties shall be recorded at TENANT's expense upon request by OWNER.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

UTILITECH, INC. a Florida corporation By: _____ Name: Brent Stephens Its: President Date: _____ ATTEST: By: _____ Name: Sheena Deemer Its: Secretary (corporate seal)	HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY , dependent special district and body politic and corporate of the State of Florida By: _____ Name: Lee Mikell Its: Chair Date: _____ ATTEST: By: _____ Print Name: _____
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**COMMERCIAL LEASE WITH OPTION TO PURCHASE BY AND BETWEEN
HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
AND RANDALL CREWS AND STACY CREWS**

THIS COMMERCIAL LEASE AGREEMENT WITH OPTION TO PURCHASE is made by and between the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a dependent special district and body politic and corporate of the State of Florida operating pursuant to Chapter 159, Florida Statutes (herein called "OWNER") and **RANDALL CREWS and STACY CREWS**, with an address at 3150 Schontag Rd, Wauchula 33873 (herein called "TENANT").

WITNESSETH:

WHEREAS, OWNER is the owner of certain real property located at 943 South 6th Avenue, Wauchula, Hardee County, Florida;

WHEREAS, OWNER has agreed to lease the property to TENANT with option to purchase;

WHEREAS, TENANT wishes to lease said property from OWNER; and

WHEREAS, OWNER and TENANT wish to enter into this Commercial Lease with Option to Purchase.

NOW THEREFORE, in consideration of the premises and the covenants, terms and conditions to be performed as set forth hereinafter, the parties agree as follows:

1. The above stated recitals are true and correct and are incorporated herein by reference. The parties agree that this Commercial Lease Agreement with Option to Purchase shall supersede any and all prior leases or options as to the Premises (as hereinafter defined) between the parties.

2. **TERM.** The initial term of this Lease Agreement shall be for ten (10) years commencing on _____ ("Effective Date") and ending on _____, unless sooner terminated as herein provided.

3. **PROPERTY.** The property subject to this Agreement, commonly known as 943 South 6th Avenue, Wauchula, Hardee County, Florida, and containing a commercial building, is more specifically depicted or described as set forth on Exhibit "A" attached hereto and incorporated herein (the "Premises").

4. **USE AND SUITABILITY.** The Premises are to be used by TENANT for the purpose of a public bowling alley and restaurant. TENANT will make no unlawful, improper, or offensive use of the Premises. TENANT acknowledges having examined the Premises thoroughly before entering into this Lease and acknowledges the suitability of the Premises for TENANT's proposed use. TENANT does not rely upon any representations by the OWNER as to the

suitability of the Premises for the TENANT's purposes. TENANT agrees that it will join and maintain membership with the Hardee County Chamber of Commerce at its own cost and expense throughout the term of this Lease in recognition of TENANT's desire to develop strong bonds with local businesses and the community in furtherance of fostering economic growth of Hardee County.

5. RENT.

A. Except as otherwise specifically provided herein, TENANT shall pay monthly rent to OWNER equal to \$ 5,850.00. The first rent payment shall be due beginning the third month following the Effective Date. *(For purpose of example only: if the Effective Date is February 14, the first payment of rent will be due on May 1st.)*

B. Beginning with rent due and payable on the first annual anniversary of the Effective Date, and continuing on an annual basis thereafter, monthly rent shall be adjusted upward to reflect the increase from the prior year in the amount of real estate taxes and assessments against the Premises and the cost of insurance paid by OWNER for the Premises. *(For purpose of example only: if the taxes and insurance increased \$504.00 from the prior year, then rent would increase by \$504/12, resulting in an additional \$42.00 per month in rent.)*

C. Rent shall be paid by TENANT to OWNER, together with any sales or use taxes thereon, in advance, on or before the first day of each month. The amount of rent shall never decrease.

6. LATE PAYMENTS. Rental payments remaining due and unpaid for a period of ten (10) days after the date due shall accrue a service charge equal to 1.5% of the amount of the delinquent payment, or \$100.00, whichever is greater, per month, from the date due until paid.

7. WORTHLESS PAYMENTS. Any rental payments returned as worthless or as insufficient funds shall accrue a service charge equal to 5% of the amount of the returned payment, or \$35.00, whichever is greater.

8. EMERGENCY CONTACT. TENANT shall provide OWNER with the name and telephone number of a contact person who shall be on call at all times to respond in case of emergency. In addition, TENANT shall ensure that OWNER has 24-hour access to the Premises for purposes of emergency, including key-card access, if applicable.

9. Intentionally Blank.

10. CLEANLINESS AND SAFETY. TENANT agrees to keep the Premises in a clean, safe and sanitary condition, and to abide by all reasonable safety and fire regulations. TENANT will contract with a franchised solid waste hauler to dispose of solid waste, if instructed to do so by OWNER. TENANT shall at all times keep and maintain an adequate number of operating,

charged fire extinguishers in or on the Premises. TENANT will not permit the Premises to be occupied for any purpose deemed disreputable or deemed to be extra-hazardous on account of fire. TENANT agrees not to do or allow anything to be done on the Premises which may injure or endanger persons on or about or adjacent to the Premises. TENANT hereby indemnifies and holds OWNER harmless from any claims because of injury to life, person or property by reason or anything done or permitted by TENANT, its agents, employees, guests, or invitees on or about or adjacent to the Premises.

11. TAXES. TENANT shall pay all Florida sales or use taxes on this Lease or the lease payments. Failure to pay such charges when due shall be paid by TENANT to OWNER on demand. Should said taxes not be paid by TENANT, they shall be considered unpaid additional rent and failure to pay said taxes shall be considered a default hereunder.

12. UTILITIES AND SERVICES. OWNER will not be obligated to pay any charges for any telephone service, gas, electricity, water, or other utility service or commodity procured or consumed by TENANT. TENANT shall be solely responsible for such charges and, if OWNER shall pay those on behalf of TENANT, the amount of such charges shall be considered additional rent hereunder.

13. SIGNAGE. All signage on the property must be approved by OWNER as to style, location, content, and construction before installation, which approval will not be unreasonably withheld.

14. ASSIGNMENT / SUBLEASE. TENANT shall not assign this Lease without the written consent of OWNER, which consent will not be unreasonably withheld. TENANT may sublet the Premises, provided such subletting shall be subject to the terms and conditions of this Lease and sublessor shall acknowledge and agree to the same in writing, and further provided that TENANT shall notify OWNER in writing of such subletting promptly. Such subletting shall not release TENANT from any of its obligations under this Lease.

15. ALTERATIONS. The TENANT shall make no material additions or alterations in or to the Premises without the written consent of OWNER. TENANT shall be responsible for the cost of any additions or alterations made by TENANT and shall protect and reimburse OWNER against possible mechanics', laborers' and materialmen's liens upon the Premises. All furnishings, inventory, machinery, and equipment constructed or installed on the Premises by TENANT shall be the property of TENANT and the TENANT shall have legal title thereto during the term of this Lease; however, upon the expiration or termination of this Lease, title to all such fixtures shall automatically revert to and vest in the LANDLORD, except as provided in Section 26 herein.

16. MAINTENANCE AND REPAIRS. TENANT shall be responsible for the routine

maintenance, repair, and upkeep of the Premises and for any maintenance, repair, or upkeep necessitated by the action or inaction of TENANT, its employees, guests, and agents. TENANT shall keep the Premises, including parking lot, lawn maintenance, landscaping, and irrigation system, in good order and repair. Reasonable repairs shall be made in a timely manner and if TENANT refuses or neglects to make any repairs to the reasonable satisfaction of OWNER within a reasonable period of time after receipt of written notice of need for such repair from OWNER, OWNER may make such repairs without liability to TENANT for any loss or damage that may occur to TENANT'S property or business and TENANT shall pay OWNER'S costs for making such repairs, including OWNER'S reasonable administrative costs. Such costs for repairs shall bear interest at the rate of 18% per annum from the tenth day after billing therefor until paid and shall constitute additional rent. OWNER reserves the right to enter on the Premises at all reasonable times to make such repairs.

17. LANDSCAPING. TENANT shall be responsible for all mowing and landscaping at the Premises, including upkeeping and replacing plants, shrubs, grass, and trees, as necessary. Any substantial modification by TENANT of the landscaping in place as of the Effective Date shall be subject to prior approval of OWNER. All mechanical units and refuse receptacles shall be shielded from public view. TENANT shall maintain all sidewalks and paved surfaces free of debris and in good condition.

18. NO LIENS CREATED. TENANT has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Premises. No third person shall be entitled to any lien against the Premises or any structure thereon, derived through or under TENANT. All persons contracting with TENANT, or furnishing materials or labor to TENANT, shall be bound by this provision. Should any such lien be filed, TENANT shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. TENANT is not the agent of OWNER and cannot confer upon a laborer upon the Premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Premises, a construction lien upon OWNER's property under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

19. PLEDGE OF LEASEHOLD INTEREST. TENANT may, from time to time, pledge its leasehold interest as security for a bona fide loan or loans from reputable established lenders or lending institutions. OWNER shall not subordinate its interest in the Premises to any such security holder under any circumstances whatsoever.

20. SUBORDINATION. This Lease Agreement shall be subordinate to the provisions of any existing or future agreement of OWNER relative to the operation or maintenance of the

Premises, the execution of which has been or may be required as a condition precedent to the receipt of or expenditure of funds for development.

21. PRIORITY. This lease is subject and subordinate to the present and future restrictions and regulations imposed by any governmental body or agency applicable to the Hardee County Industrial Development Authority, and further subordinate to existing or future agreements between the OWNER and any branch or agency of the Government of the United States of America, or the State of Florida relative to development, operation, and maintenance of the Premises. The parties specifically understand and agree that some of the improvements to the Premises may be funded in whole or in part by grants from State and Federal Government. TENANT agrees to comply with all state and federal laws and the rules upon which the grants are conditioned.

22. HOLD HARMLESS. TENANT agrees to hold OWNER harmless against all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting therefrom, arising out of this contract unless such claims are a result of the OWNER's sole negligence. TENANT agrees to pay on behalf of OWNER, and to pay the cost of OWNER's legal defense, as may be selected by OWNER, for all claims described in this paragraph. Such payment on behalf of OWNER shall be in addition to any and all other legal remedies available to OWNER and shall not be considered to be OWNER's exclusive remedy.

23. INSURANCE AND INDEMNITY. TENANT will at its own expense and at all times during the term of this Lease Agreement, provide and maintain in effect for the Premises those insurance policies and minimum limits of coverage as designed below, with companies licensed to do business in the State of Florida. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency. These minimum insurance requirements shall not be interpreted to in any way limit TENANT's defense and indemnity obligations. In addition, the policies shall: **(i)** Specifically recognize and insure the contractual liability assumed by TENANT under this Commercial Lease Agreement; **(ii)** Provide that TENANT's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to OWNER and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents; **(iii)** Provide that no cancellation or non-renewal will become effective except upon thirty (30) days prior written notice to OWNER except for non-payment of premium; **(iv)** Specifically waive insurers' rights of subrogation against OWNER; and **(v)** Specifically recognize that should TENANT's policies provide a limit of liability in excess of the amounts required below, OWNER shall have the right of the benefit to the full extent of the coverage available.

A. PROPERTY/CONTENT COVERAGE. TENANT shall procure and maintain for the term of this lease, at its expense, All Risk / Special Form insurance coverage for its personal property, including all contents, trade fixtures, machinery, equipment, furniture, furnishings, and TENANT's leasehold improvements.

B. LIABILITY INSURANCE. TENANT shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by OWNER, such insurance to afford minimum protection of not less than \$3,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. OWNER, Hardee County Industrial Development Authority, shall be listed as an additional insured on TENANT's policy or policies of comprehensive general liability insurance and TENANT shall provide OWNER with current Certificates of Insurance evidencing TENANT's compliance with this paragraph.

C. BUSINESS AUTO INSURANCE. TENANT shall, at its own expense, maintain Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles. Such insurance shall afford minimum protection of not less than \$1,000,000 combined single limit coverage for Bodily Injury and Property Damage.

D. WORKERS' COMPENSATION. TENANT shall have and maintain workers' compensation insurance as required by law.

E. CERTIFICATE OF INSURANCE. Upon execution of this Agreement, TENANT must furnish a Certificate of Insurance to OWNER evidencing the insurance required herein, written or translated in English. From thereon, TENANT will furnish a valid Certificate of Insurance to OWNER annually at the address in the "Notices" clause of this Agreement.

F. TENANT'S LIABILITY NOT LIMITED. NOTWITHSTANDING THE PROVISIONS HEREIN, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

G. INVALIDATION OR CONFLICT WITH EXISTING INSURANCE POLICIES. TENANT shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Premises that will **a)** invalidate or be in conflict with any insurance policies covering the Premises or any part thereof; or **b)** increase the rate of insurance on the Premises or any property located therein. If by reason of the failure of TENANT to comply with the provisions of this Lease, the insurance rate shall at any time be higher than it otherwise would be,

then TENANT shall reimburse OWNER and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by TENANT.

H. TENANT'S NEGLIGENCE. If the Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of TENANT or any of TENANT's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and TENANT shall be responsible for the costs of repair not covered by insurance.

I. INDEMNIFICATION. TENANT shall indemnify OWNER and hold OWNER harmless for any and all liability, claims, damages, expenses (including attorneys' fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the Premises by TENANT, except as may arise out of conditions occurring or present prior to the commencement of this lease or caused by the misconduct or gross negligence of OWNER.

24. COMPLIANCE WITH ALL LAWS AND RESTRICTIONS. TENANT hereby agrees to abide by all applicable local, state, and federal laws, statutes, regulations, and rules, including any and all ordinances, building codes, or covenants and restrictions governing the Premises.

25. NOTICES. Whenever any notice is required or permitted by this Agreement to be given, such notice shall be by certified mail, overnight delivery, or facsimile addressed to:

If to TENANT:

RANDALL CREWS or STACY CREWS
3150 Schontag Rd
Wauchula 33873

If to OWNER:

The Development Group
107 East Main Street
PO Box 458
Wauchula, Florida 33873

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid, or when received by the other party if by facsimile. Each party will be responsible for notifying the other of any change in their address.

26. REMOVAL OF PERSONAL PROPERTY UPON TERMINATION. Upon expiration or termination of this Agreement, provided all monies due OWNER have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including machinery and equipment, which it has installed or placed on the Premises, which removal shall be accomplished no later than the termination date. Electrical and plumbing facilities, air conditioners and other permanently installed fixtures, including irrigation system, shall not be considered personal property. TENANT shall repair any damage occasioned by reason of such removal or

damage caused by TENANT's occupancy. In the event TENANT fails to remove its personal property or to repair any damage done to the Premises by the expiration or termination date of this Lease, OWNER reserves the right to remove and store all such personal property left, at the risk and expense of TENANT, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by TENANT.

27. ABANDONMENT OF PREMISES BY TENANT. In case TENANT shall abandon said Premises, or any part thereof, during the term of this Agreement, OWNER may, at its option, without notice, relet said Premises, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which OWNER would otherwise have to hold TENANT responsible for the rent. In case said Premises, or any part thereof, shall be relet, OWNER shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the rent due or to become due from TENANT.

28. DEFAULT. The occurrence of one or more of the following shall be an event of default by TENANT: **(a)** Failure of TENANT to make any payment required by this Lease when due, and the failure continues for three (3) days after written Notice of Default from OWNER to TENANT; **(b)** A failure of TENANT to comply with any obligation imposed upon TENANT by this Lease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from OWNER to TENANT. Should the obligation be such that it cannot reasonably be corrected within thirty (30) days, TENANT shall not be in default so long as TENANT is diligently proceeding to comply and the noncompliance does not continue for over ninety (90) days after Notice of Default. A subsequent failure of TENANT to comply with the same obligation shall be a default without any grace period.; **(c)** Proceedings under the Bankruptcy Act for bankruptcy filed by or against TENANT or any guarantor of TENANT's performance hereunder and not dismissed within thirty (30) days after the filing; **(d)** An assignment of TENANT's property for the benefit of creditors; **(e)** A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of TENANT's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within thirty (30) days; **(f)** TENANT's interest in the Premises or under this Lease is the subject of a taking or levy under execution, attachment, or other process of law and the action is not cancelled or discharged within thirty (30) days after its occurrence; or **(g)** TENANT defaults under any other lease or agreement with OWNER.

29. OWNER'S REMEDIES. If any event of default occurs and has not been cured within the time period provided in this Lease, OWNER may immediately or at any time thereafter

do one or more of the following: **(a)** Remove any of TENANT's personal property from the Premises and store the same elsewhere at TENANT's expense without relieving TENANT from any liability or obligation; **(b)** Make the Premises available to another party without liability to TENANT and without relieving TENANT from any liability or obligation to OWNER; **(c)** Bring an action then or thereafter against TENANT to recover the amount of any payment owing by TENANT to OWNER as the same is due, becomes due, or accumulates; **(d)** Accelerate the rent to be paid over the entire term of this Lease and bring then or thereafter an action for said rent and all other amounts due and owing by TENANT to OWNER; **(e)** Terminate this Lease by giving TENANT written notice thereof, without relieving TENANT from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from TENANT's default; **(f)** Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due; or **(g)** Exercise any combination of the above or any other remedy provided by law.

30. NON-DISCRIMINATION. TENANT for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: **(i)** No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; **(ii)** In the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and **(iii)** In the event of a breach of any of the above nondiscrimination covenants, OWNER shall have the right to terminate the lease.

31. ENVIRONMENTAL MATTERS. TENANT covenants and agrees to discharge only domestic waste into the sewer system. TENANT will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever. TENANT further covenants to hold the

OWNER harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from TENANT'S discharge (either intentional or accidental) of such matters to the soil, air, water, or wastewater treatment facility. OWNER hereby agrees to hold TENANT harmless from all claims, demands, damages, fines, costs, cleanup, attorneys' fees, and court costs arising from any discharge of such matters occurring prior to the term of this Lease.

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35. OPTION TO PURCHASE.

A. OWNER hereby grants to TENANT the exclusive option to purchase the Premises on the terms and conditions set forth herein. TENANT may elect to purchase the Premises, including all improvements then-contained on the Premises, at any point during the term of the Lease Agreement, provided TENANT is not in default under the Lease, by giving OWNER written notice thereof.

B. The purchase price for the Premises (including all improvements contained on the Premises), if the option is exercised, shall be equal to the greater of: (i) the sum of OWNER's gross investment into the Premises as determined by the OWNER and communicated to TENANT, or (ii) the appraised value of the Premises as of the effective date of a sale and purchase agreement entered into by TENANT and OWNER for the TENANT's purchase of the Premises pursuant to the purchase option, (the "Purchase Option Price").

C. *Purchase Credit.* OWNER agrees TENANT shall receive purchase credit against the Purchase Option Price as set forth herein based upon economic influence and job creation. Under no circumstance shall the total credits exceed more than one hundred percent (100%) of the Purchase Option Price.

Credits related to job creation are based on the number of full-time employees (“FTE”) in Hardee County, Florida employed by TENANT as reported for each quarter of a calendar year from the date of this Lease with Option to Purchase to the date of TENANT’s notice of election of this purchase option. An “FTE” does not include Randal Crews or Stacy Crews individually. An FTE is one who works a minimum of 32 hours per week. Any FTE who was newly hired on or after the Effective Date of the lease shall be counted for purposes of the job creation credit. Any credit for rent shall be less the aggregate real property taxes and insurance premiums paid by OWNER on the Premises from the Effective Date to the date of closing the purchase that were not paid by TENANT.

Purchase credit is on a sliding scale calculated per quarter of each calendar year as set forth below:

i. First Quarter:

- Tier One (Economic Credit): A credit of fifty percent (50%) of timely payments of rent made for each quarterly period per calendar year where TENANT maintains regular business hours and has a minimum 13,500 bowling games.
- Tier Two (Job Creation Credit): A credit of twenty-five percent (25%) of timely payments of rent made for each quarterly period where TENANT has achieved Tier One credit and employs five (5) full-time employees in Hardee County throughout the entirety of the quarterly period.
- Tier Three (Additional Job Creation Credit): Upon successful achievement of Tier One and Tier Two requirements, a credit of an additional 5% of timely payments of rent made in that period for each additional FTE employed (i.e., a sixth, seventh, or eighth FTE) in a quarterly period.

ii. Second Quarter:

- Tier One (Economic Credit): A credit of fifty percent (50%) of timely payments of rent made for each quarterly period per calendar year where TENANT maintains regular business hours and has a minimum 11,000 bowling games.
- Tier Two (Job Creation Credit): A credit of twenty-five percent (25%) of timely payments of rent made for each quarterly period where TENANT has achieved Tier One credit and employs five (5) full-time employees in Hardee County

throughout the entirety of the quarterly period.

- Tier Three (Additional Job Creation Credit): Upon successful achievement of Tier One and Tier Two requirements, a credit of an additional 5% of timely payments of rent made in that period for each additional FTE employed (i.e., a sixth, seventh, or eighth FTE) in a quarterly period.

iii. Third Quarter:

- Tier One (Economic Credit): A credit of fifty percent (50%) of timely payments of rent made for each quarterly period per calendar year where TENANT maintains regular business hours and has a minimum 8,000 bowling games.
- Tier Two (Job Creation Credit): A credit of twenty-five percent (25%) of timely payments of rent made for each quarterly period where TENANT has achieved Tier One credit and employs five (5) full-time employees in Hardee County throughout the entirety of the quarterly period.
- Tier Three (Additional Job Creation Credit): Upon successful achievement of Tier One and Tier Two requirements, a credit of an additional 5% of timely payments of rent made in that period for each additional FTE employed (i.e., a sixth, seventh, or eighth FTE) in a quarterly period.

iv. Fourth Quarter:

- Tier One (Economic Credit): A credit of fifty percent (50%) of timely payments of rent made for each quarterly period per calendar year where TENANT maintains regular business hours and has a minimum 11,000 bowling games.
- Tier Two (Job Creation Credit): A credit of twenty-five percent (25%) of timely payments of rent made for each quarterly period where TENANT has achieved Tier One credit and employs five (5) full-time employees in Hardee County throughout the entirety of the quarterly period.
- Tier Three (Additional Job Creation Credit): Upon successful achievement of Tier One and Tier Two requirements, a credit of an additional 5% of timely payments of rent made in that period for each additional FTE employed (i.e., a sixth, seventh, or eighth FTE) in a quarterly period.

For avoidance of any doubt, advancing from Tier One to Tier Two to Tier Three within a specific quarter is available only upon successful completion of the prior tier(s) for that quarter.

- D.** Purchase credit is contingent upon OWNER's receipt from TENANT of

appropriate documentation evidencing maintenance of regular business hours, accurate reporting of the number of bowling games, and job creation and retention. As to reporting on the maintenance of business hours and number of bowling games, TENANT shall provide such appropriate documentation and affidavits or certifications as may be reasonably required by OWNER ("Business Certification"). As to job creation and retention, TENANT shall provide OWNER with an affidavit stating the number of full-time employees in Hardee County, Florida for each quarter for which TENANT seeks credit, and shall append, in redacted format, applicable Florida Department of Revenue Employer's Quarterly Report (RT-6) returns and any other supporting documentation to such affidavit as OWNER may require ("FTE Certification").

E. The OWNER shall review TENANT's FTE Certification and Business Certification and shall calculate: (i) the sum of timely made payments of rent per quarter for which TENANT seeks job creation credit, (ii) the applicable credit per quarter based on the sliding scale set forth above, (iii) the total sum of job creation credits, (iv) total amounts paid by OWNER from the Effective Date to the date of TENANT's notice of election of the purchase option, and (v) the total resulting financial incentive to apply as credit against the Purchase Option Price. Payments of rent made during quarters that TENANT fails to meet the minimum credit thresholds shall not be eligible for credit and will be treated as direct payments of rent. Partial payments of rent shall not be eligible for credit.

F. At such time as TENANT elects to purchase the Premises and leasehold improvements, TENANT shall give OWNER written notice thereof pursuant to the Notice provisions set forth in the Commercial Lease. OWNER shall, within forty-five (45) days after receipt of such notice and receipt of the FTE Certification from TENANT, provide a contract for sale at the Purchase Option Price with TENANT paying all closing costs and all (non-prorated) real estate taxes for the year of closing. In addition, such contract for sale shall contain all reasonable standard provisions for contracts for similar sales. The consideration for this option is One Dollar (\$1.00) at the execution of this Commercial Lease.

G. Under no circumstance shall TENANT be entitled to compensation, return, refund, credit, or setoff for any credits in excess of the amount of the Purchase Option Price.

H. TENANT's failure to remain in good standing (including making timely rent payments) under this Lease shall terminate this option; provided, however, that if TENANT cures any such default, the option shall remain. This option shall not survive the expiration or termination of this Lease. This purchase option may not be assigned by TENANT.

36. ATTORNEYS' FEES AND COSTS. In any action brought by either party for the interpretation or enforcement of the obligations of the other party, including OWNER's right to

indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorneys' fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy, or in post judgment collections subject to limitations set forth by s. 768.28, Florida Statutes.

37. WAIVER OF BREACH. Waiver by OWNER or TENANT of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.

38. AMENDMENT. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

39. PROVISIONS OF LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the lease shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the lease shall forthwith be physically amended to make such insertion or correction.

40. JURISDICTION AND VENUE. The parties understand and agree that this lease was negotiated, entered into, and is to be performed in Hardee County, Florida; venue is appropriate in the Circuit Court in and for Hardee County, Florida. All issues will be governed by Florida Law.

41. SEVERABILITY. It is the intention of both of the parties hereto that the provisions of this Lease Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.

42. ASSIGNS AND SUCCESSORS. Except as otherwise provided, the covenants and conditions herein shall be binding upon and inure to the benefit of the assigns and successors of the parties.

43. TIME. Time is of the essence of this agreement.

44. MULTIPLES; RECORDING. This agreement is executed in multiple copies, each copy of which shall be deemed an original. Recording of this Lease is strictly prohibited and shall be an event of default; a memorandum of lease executed by both parties shall be recorded at TENANT's expense.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Witness #1 as to Randall Crews:

Signed:

Print Name:

Witness #2 as to Randall Crews:

Signed:

Print Name:

Witness #1 as to Stacy Crews:

Signed:

Print Name:

Witness #2 as to Stacy Crews:

Signed:

Print Name:

Signed:

RANDALL CREWS

Date:

Signed:

STACY CREWS

Date:

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**, dependent
special district and body politic and corporate
of the State of Florida

By: _____

—

Name:

Its:

Date:

ATTEST:

By: _____

Print Name: _____

Exhibit "A"

DEPICTIONS / DESCRIPTION OF REAL PROPERTY

943 S 6th Avenue, Wauchula, Florida 33873

Parcel ID 10-34-25-0000-02530-0000

Approx 1.65 acres



AGREEMENT

This Agreement is entered into this 26th day of June 2023 between THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the "Client"), whose principal place of business is 107 East Main Street, Wauchula, Florida 33873 and CONSENSUS MEDIA, LLC. (the "Consultant"), a Florida corporation whose principal place of business is 201 S. Orange Avenue, Suite 950, Orlando, Florida 32801.

Section 1. Engagement and Service

Client sought proposals for marketing services by Request for Proposals #2023-02, Consultant submitted its response, and Client desires to obtain the services of Consultant. Client hereby engages Consultant and Consultant hereby accepts the engagement upon the terms and conditions hereinafter as set forth. Consultant shall provide marketing, communications, and branding services to Client, as mutually agreed to by the parties hereto, including by way of example, advertising strategy, design, and placement services. Within the scope of the engagement, Consultant shall devote its best effort and such time, attention, and energy to the business of Client as is required to fulfill its assignments, and shall be available for meetings and travel, with reasonable notice, and for telephone or video conferencing. All terms and conditions set forth in the Request for Proposals #2023-02 shall apply to this Agreement and in the event of conflict, the terms set forth in the Request for Proposals shall take precedence.

Section 2. Authorization and Duties

2.01 The parties hereto agree and acknowledge that Ryan Houck, John Sowinski, Trent Phillips, and Daniel Cunningham ("Authorized Individuals") shall be key personnel authorized to act in connection with the performance of Consultant's obligations pursuant to this agreement and that Denise Grimsley and Krystin Chapman of the Hardee County Economic Development Council, Inc., d/b/a The Development Group shall be the individual(s) with day-to-day authorization on behalf of Client.

2.02 Consultant shall respond promptly to all requests by Client.

2.03 The activities of Consultant on behalf of Client shall at all times be conducted in accordance with the highest ethical and professional standards, in strict compliance with all applicable laws and regulations.

Section 3. Term

Subject only to the provisions for termination set forth in Section 5 below, the term of Consultant's engagement shall begin on June 22, 2023, and end on June 22, 2024. This engagement may be extended by mutual, written agreement of both parties.

Section 4. Compensation

4.01 For branding and communications program management services rendered by Consultant under this Agreement, Client shall pay Consultant a fee of \$3,500 per month, to be invoiced at the beginning of each month.

4.02 For social media management services rendered by Consultant under this Agreement, Client shall pay Consultant a fee of \$3,000 per month, to be invoiced at the beginning of each month.

4.03 For all other marketing, communication, and branding services outlined in the Marketing Services Proposal Budget ("Attachment A") and rendered by Consultant under this Agreement, Client shall pay Consultant according to Attachment A. The total annual spending for Attachment A, inclusive of the fees outlined in 4.01 and 4.02, shall not exceed \$179,255 without the written approval of Client. Advertising services rendered according to Attachment A shall be invoiced 30-days in advance, to ensure timely payment and placement of Client's advertising. All other marketing, communication, and branding services outlined in Attachment A shall be invoiced upon completion.

4.04 Client shall pay Consultant for actual out-of-pocket expenses incurred by Consultant on behalf of Client in the performance of this Agreement including, without limitation, mileage, airfare, parking, meals, lodging, and duplication services. All fees and expenses shall be invoiced to Client and shall be paid within 30 days of receipt. All expenses greater than \$500 must be pre-approved in writing by Client.

Section 5. Termination

Either Client or Consultant may terminate this Agreement without cause upon 30 days written notice to the other party. If Client terminates this Agreement prior to project completion, Client shall pay Consultant for all fees and expenses incurred at the time of termination.

Section 6. Indemnification

Because of Client's intimate familiarity with its own business and the fact that Consultant serves as agent, Consultant cannot undertake to verify all the facts supplied by Client. Accordingly, subject to Section 768.28, Florida Statutes, Client agrees to indemnify, defend and hold harmless Consultant from and against all liabilities, losses, damages or expenses, including reasonable attorneys' fees and costs, which Consultant may incur as the result of any claim, suit or proceeding brought or threatened arising out of the any assertions made by Consultant on Client's behalf in any materials, that Consultant may prepare on Client's behalf, including assertions about Client's products or services if, and only if, the assertions are based on information, representations, reports, data or releases supplied to Consultant by or through Client or which Client approves (excluding claims covered under Consultant's indemnity below). Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the Client's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Client's potential liability under state or federal law.

Consultant will indemnify, defend and hold harmless Client against all liabilities, losses, damages or expenses, including reasonable attorneys' fees and costs, which Client may incur as the result of any claim, suit or proceeding brought or threatened against Client pertaining to libel, slander, defamation, copyright infringement, invasion of privacy and/or plagiarism, except to the extent that such claims arise from information or materials approved or supplied by Client.

Nothing herein is intended to serve as a waiver of sovereign immunity by Client, and Client expressly retains all rights, benefits, and immunities of sovereign immunity. Nothing herein shall be construed to extend Client's liability, if any, beyond that provided in Section 768.28, Florida Statutes

If Consultant believes that any information, representations, reports, data or releases given to Consultant by or through Client are or may be false, inaccurate, or illegal in any material respect, Consultant shall promptly notify Client in writing.

If Client believes that any information presented to Client by Consultant for approval or release is or may be false, inaccurate, or illegal in any material respect, Client shall promptly notify Consultant in writing.

In the event that Consultant is asked by Client to respond to or assist Client in connection with litigation commenced or threatened against Client by third parties (for example, in complying with a document subpoena), Consultant will be entitled to reimbursement of out-of-pocket expenses for services rendered to Client or time spent by Consultant, including its staff, in connection with such matters.

After Consultant has posted information online or issued information or materials to the press or to another third party at the direction of Client, the use of such information is no longer under Consultant's control. Consultant cannot assure the use of such information or materials by any media, nor that any information published will accurately convey the information provided by Consultant.

Section 7. Records, Information and Confidentiality

7.1 Upon request, Consultant agrees to deliver to Client at the end of the term of this Agreement, termination of this Agreement by either party or at any other time Client may request, all lists, memoranda, notes, plans, records and other documentation and data relating to Consultant's work for Client which Consultant may possess.

7.2 Consultant agrees to keep confidential and not to disclose or use for its own benefit or for the benefit of any party other than Client (except as may be required for the performance of services under this agreement or as may be required by law, or at the direction of Client), any information, documents or materials (including those dealing with strategy or strategic discussions) identified by Client to be proprietary or confidential at the time that such information is made available. The confidentiality obligations in the preceding sentence, however, shall not extend to any information, documents, or materials that (a) become publicly available without breach of this provision, (b) are received from a third party without restriction, or (c) are independently developed without reference to or benefit of information received hereunder from Client.

7.3 Consultant agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

- (a) Consultant and its subcontractors shall keep and maintain public records required by the

Client to perform the services.

- (b) Consultant and its subcontractors shall upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in chapter 119, Florida Statutes or as otherwise provided by law.
- (c) Consultant and its subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Consultant does not transfer the records to the Client.
- (d) Consultant and its subcontractors upon completion of the Agreement shall transfer to the Client, at no cost, all public records in possession of the Consultant and its subcontractors, provided the transfer is requested in writing by the Client, or keep and maintain the public records required by the Client to perform the service. If the Consultant and its subcontractors transfer all public records to the Client upon completion of the Agreement, the Consultant and its subcontractors shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. If the Consultant and its subcontractors keep and maintain public records, upon completion of the Agreement, the Consultant and its subcontractors shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.
- (e) The parties agree that if the Consultant and its subcontractors fail to comply with a public records request, then the Client must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.
- (f) The failure of the Consultant to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to Client.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, E-mail:

kristi.schierling@thedevelopmentgroup.net; Phone: 863-773-3030; Mailing Address: 107 East Main Street, Wauchula, Florida 33873.

Section 8. Restrictive Covenant

This Agreement is non-exclusive; provided, however, that during the term of this Agreement, Consultant will not perform consulting services for any competitor of Client without the consent of Client.

Section 9. Limit of Engagement

It is expressly understood and agreed that Consultant is and shall at all times remain an independent contractor and shall not at any time serve as an employee of Client.

Section 10. Notices

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when deposited in the U.S. Mail in a postage prepaid envelope addressed as set forth above, or to such address as either Client or Consultant shall designate by written notice to the other.

Section 11. Miscellaneous

11.01 This Agreement shall be subject to and governed by the laws of the State of Florida. Venue for any dispute or litigation shall be in and for the courts of competent jurisdiction for Hardee County, Florida.

11.02 This Agreement contains the entire agreement of the parties. It may not be modified except by an agreement in writing executed by the parties hereto.

11.03 This Agreement with respect to the services specified shall constitute the entire agreement between the Client and Consultant and shall supersede all previous agreements and any previous written addenda thereto between Client and Consultant, both oral and written with respect to said services.

11.04 This Agreement may not be assigned by either party without the express written consent of the other party, provided that such consent may not be unreasonably withheld.

Section 12. Additional Terms.

12.01 E-Verify. The parties shall each comply with all federal and state laws, including but not limited to Section 448.095, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The parties must not knowingly employ unauthorized aliens working under this Agreement and should such violation occur shall be cause for termination of the Agreement.

12.02 Ownership / Work for Hire. Consultant warrants to the Client that the Client will own all rights, title and interest in any and all intellectual property created in the performance of this Agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims, except as outlined in 12.03. The parties agree that all materials of any type made pursuant to this Agreement shall be considered "work made for hire". In the event a material is not considered a "work made for hire", Consultant agrees to assign and hereby assigns all rights, title, and interest in any and all materials created in the performance of the Agreement to the Client and will execute any future assignments or other documents needed for the Client to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, Consultant retains all right, title, and interest in and to its proprietary software, documentation, and training and implementation materials provided in connection with the services, and grants to the Client a nonexclusive, royalty-free license to use the same.

12.03 Client is advised that certain creative assets, including but not limited to video footage, music, audio effects, video effects, fonts and colors are sourced from stock sources, including third-party and Consultant-owned sources. To minimize production costs, Consultant shall, at Consultant's expense, either license or obtain on a royalty-free basis from sources determined by Consultant, appropriate stock assets to produce advertising for Client. The use of such assets in this advertising does not transfer ownership or any such intellectual property of these assets to Client. Since licensing stock assets is sometimes priced based on the type, duration and reach of the advertising in which they are used, Client may not use such advertising for purposes other than public education without requesting the Consultant to re-license such stock assets for expanded uses. Any costs associated with such re-licensing, including Consultant's time, shall be paid for by the Client.

12.04 Without waiving its ownership of intellectual property created in the performance of this Agreement, Client grants to Consultant an unrestricted right to use said intellectual property for Consultant's own marketing purposes.

IN WITNESS THEREOF, the parties have executed this Agreement effective as of the day and year written below.

The Hardee County Industrial
Development Authority
(the "Client")

Consensus Media, LLC
(the "Consultant")

Lee Mikell, Chair

Ryan Houck, Partner

DATE: _____

DATE: _____

ATTACHMENT A

TDG – Marketing Services Proposal Budget

SALE/PURCHASE LAND CONTRACT
(0 N US Hwy 17, Wauchula, Hardee County, Florida)

THIS SALE/PURCHASE LAND CONTRACT (the "Agreement") by and between **MM WAUCHULA III, LLC**, a Florida limited liability company (the "Seller") and the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a body politic and corporate of the State of Florida (the "Purchaser") is entered into and effective on the date it is last executed by the Seller or Purchaser (the "Effective Date").

RECITALS:

A. Seller is the owner of certain real property located in Hardee County, Florida as more specifically depicted and described on the attached Exhibit "A".

B. Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller the Property as hereafter defined upon the terms, covenants, and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties covenant and agree as follows:

1. Sale of Property. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell, convey, and assign (to the extent assignable) to Purchaser, and Purchaser agrees to buy from Seller, that certain real property located in Hardee County, Florida, shown or described on Exhibit "A", which exhibit is attached hereto and made a part hereof, together with all appurtenances, easements and privileges thereto belonging (the "Property").

2. Definitions. For purposes of this Agreement, the following terms are defined as hereinafter set forth: "**Closing**" shall mean the execution and delivery of the Transaction Documents and the payment of those funds required to be paid at the time and in the manner required herein for the purchase and sale of the Property. "**Encumbrance**" shall mean and include any charge, claim, condition, equitable interest, lien, option, pledge, security interest, right of first refusal, or restriction of any kind, including any restriction on use, transfer, receipt of income, or exercise of any other attribute of ownership. "**Survey**" shall mean a survey of the Property certified by a Florida Registered Land Surveyor. "**Transaction Documents**" shall mean this Agreement and all of the documents required or contemplated in connection with the Closing of the purchase and sale of the Property.

3. Price / Deposits / Financing. The total Purchase Price for the Property shall be **Eight Hundred Fifty Thousand Dollars (\$850,000.00)** ("Purchase Price"). The Purchase Price shall be due and payable as follows:

A. Within ten Business Days of the full execution of this Agreement, Purchaser will deposit the amount of Ten Thousand Dollars (\$10,000.00) (the "Earnest Money Deposit") with Wauchula Abstract & Title Co., Inc. as escrow agent (the "Escrow Agent"). After expiration of the Inspection Period, the Earnest Money Deposit shall become non-refundable (except in the event of Seller's default or as otherwise expressly provided in this Agreement). The Earnest Money Deposit shall be credited to the Purchaser at the time of the Closing (as hereinafter defined).

B. The remaining balance of Eight Hundred Forty Thousand Dollars (\$840,000.00) shall be paid to Seller at Closing in immediately available funds (Official Bank Check or wire transfer), subject to adjustments and prorations.

4. **Execution / Calculation of Time / Time of the Essence.**

A. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts shall bear the respective signatures of all of the parties designated as signatories herein. If this Agreement shall be executed in counterparts, then upon the subsequent written request of any signatory, all parties shall join in the signing of one complete original instrument. A facsimile copy of this Agreement evidencing any signatures shall be considered as an original for all purposes.

B. **Calculation of Time.** All references to days shall mean calendar days unless Business Days are specifically stated. Business Days shall mean Monday through Friday, and exclude legal holidays. If any time period ends on a Saturday, Sunday, or legal holiday, it shall instead be deemed to expire at the end of the next Business Day.

C. **Time of the Essence.** The Parties have been fully advised and agree that time is of the essence in this Agreement.

5. **Purchaser's Inspection Period.**

A. Upon the full execution of this Agreement, Purchaser shall have six months (herein referred to as "the **Inspection Period**") to inspect the Property. Seller shall provide Purchaser and its agents and consultants reasonable access to the Property, provided that in each such case Seller shall have the right to have a representative of Seller present during the course of each such entry. Purchaser shall have the right to make inquiries of governmental bodies, utility companies, and other third parties.

B. In the event that Purchaser determines, in its sole opinion and sole discretion, that the Property or this Agreement is unacceptable for any reason whatsoever, or an appraisal of the fair market value of the Property is less than the Purchase Price, Purchaser (by and through its designee) shall give Seller written notice before the end of the Inspection Period that it intends to terminate the transaction contemplated by this Agreement, and this Agreement shall forthwith and thereupon be terminated, become null and void, and be of no further force and effect, at which time the Escrow Agent shall return the Earnest Money Deposit to the Purchaser. If Purchaser does not give such notice, the contingency shall have expired, and Purchaser shall proceed to Closing

C. The Parties have been fully advised and agree that time is of the essence with respect to the obligations of the parties under the Inspection Period.

6. **Survey and Environmental Site Assessments.** During the Inspection Period, Purchaser may obtain, at Purchaser's expense and discretion, a survey of the Property (the "**Survey**") and environmental site assessments (the "**Environmental Assessments**").

A. In the event the Survey reflects any easements, encroachments, rights-of-way, roads, lack of access, deficiencies, gaps or gores or hiatus between any of the parcels included within the Property or between the Property and any adjoining streets or roads, or any other adverse matters not acceptable to Purchaser, Purchaser may terminate this Agreement pursuant to section 5 above or utilize the provisions of section 7.A. below.

B. In the event the Environmental Assessments identify environmental contaminants, Purchaser may at its election terminate this Agreement pursuant to section 5 above.

7. **Evidence of Title.** Within thirty (30) days of the effective date of this Agreement, at Seller's

expense, a commitment for an owner's title insurance policy (the "**Title Commitment**") shall be obtained by Seller agreeing to issue to Purchaser, upon recording of the Warranty Deed, a title insurance policy in the amount of the Purchase Price insuring Purchaser's title to the Property. The Title Commitment shall include legible copies of all documents referenced therein. The Title Commitment shall provide that all "standard exceptions" (including exceptions for taxes (for years prior to the year of Closing)) and assessments not shown in the public records, claims of unrecorded easements, parties other than owner in possession, construction liens and matters disclosed on an accurate Survey, shall be deleted from the Policy when issued. Seller shall provide to the Closing Agent any affidavits, undertakings and other instruments required to delete said standard exceptions, and Purchaser shall provide such Survey with required certifications.

A. Objections to Title. If the Title Commitment contains exceptions to coverage, other than the standard exceptions, which adversely affect title to the Property and render title unmarketable and uninsurable, or if the Survey reveals any defect as set forth in Section 6 hereof, the Purchaser shall notify the Seller, in writing, of Purchaser's objections to such exceptions within ten (10) days after the Title Commitment and copies of all underlying title search instruments and the Survey have been furnished to Purchaser.

B. Curing Title Objections. The Seller shall have thirty (30) days after receipt of such notice in which to cure such defects (the "**Title Curative Period**") and furnish to the Purchaser evidence that same have been cured. The Inspection Period and Closing Date shall be postponed and extended for the Title Curative Period. If the Title defects are cured within the Title Curative Period, the sale and purchase shall be closed within seven (7) days after written notice to Purchaser, but not earlier than the Closing Date. In the event that Seller is unable to cure such defects within the Title Curative Period, Seller may give notice of necessity to extend the Title Curative Period for an additional ninety (90) days. If the objection can be cured by the payment of money, those funds shall be deducted from the sale proceeds to resolve the objection(s). If the objection cannot be cured by the payment of money and the Seller fails to cure such defects with the Title Curative Period (as extended if applicable), or notifies Purchaser in writing that Seller has determined, in Seller's sole discretion, that it is not feasible on a commercially reasonable basis to cure one or more of Purchaser's objections (in which event Seller shall notify Purchaser of its determination within twenty (20) days after its receipt of Purchaser's notice of title objections), Purchaser shall have the option, to be exercised in its sole discretion, to either (i) complete the purchase in accordance with the Agreement and accept title to the Property subject to such objections without any adjustment to the Purchase Price; or (ii) terminate this Agreement by written notice thereof to Seller within seven (7) days after Purchaser's receipt of written notice of Seller's failure to cure Purchaser's objections within the Title Curative Period or Seller's determination that curing Purchaser's objections is not feasible, whereupon this Agreement shall terminate and be of no further force or effect and the Earnest Money Deposit shall be returned to Purchaser.

C. Updates of Title. The Title Commitment shall be updated by endorsement ("**Update Endorsement**") not less than five (5) days before the Closing Date. If such Update Endorsement discloses any new requirement, defect, Encumbrance or other adverse matter, then Purchaser shall notify Seller in writing specifying the new title defect and providing legible copies of said defect not later than five (5) days before the Closing Date and Seller shall have a period of thirty (30) days following the receipt of such notice from Purchaser to cure such new title defect and the Inspection Period and Closing Date shall be extended. If Seller fails to cure any such new title defect, Purchaser shall have the option, to be exercised in its sole discretion, to either: (i) complete the purchase in accordance with the Agreement and accept title to the Property subject to such objections without any adjustment to the Purchase Price; or (ii) terminate this Agreement by written notice thereof to Seller within seven (7) days after Purchaser's receipt of written notice of Seller's failure to cure Purchaser's objections within the Title Curative Period or Seller's determination that curing Purchaser's objections is not feasible, whereupon this Agreement shall terminate

and be of no further force or effect and the Earnest Money Deposit shall be returned to the Purchaser, together with all earned interest thereon.

D. Time. The Parties have been fully advised and agree that time is of the essence with respect to the parties' obligations under this Section.

8. Closing Date and Procedure / Documents to be Provided.

A. Closing Date. Unless extended by other provisions of this contract or terminated during the Inspection Period, the Closing Date contemplated by this Agreement shall be on or before 60 days following the end of the Inspection Period; provided, however, that the parties may agree to an earlier Closing Date. Closing shall occur remotely, or such place as the parties may agree. Closing / Title Agent shall be the same as Escrow Agent. The parties have been fully advised and agree that time is of the essence with respect to the Closing Date.

B. Closing Procedure.

1. Seller. At Closing, if not previously delivered to Purchaser, Seller shall execute and deliver to Purchaser:
 - (i) A fully executed Warranty Deed in favor of the Hardee County Industrial Development Authority;
 - (ii) An owner's title affidavit. The owner's title affidavit shall attest to the absence, unless otherwise provided for herein, of any lien or Encumbrance upon the Property to be conveyed known to Seller and improvements or repairs to the Property made within ninety (90) days immediately preceding date of Closing. However, if the Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all potential lienors and an affidavit setting forth the names of all potential lienors and affirming that all charges for improvements or repairs have been paid or will be paid at the Closing;
 - (iii) Bills of Sale as to personal property conveyed, if any;
 - (iv) Tenant Estoppel Certificate and letters notifying of change in ownership to each tenant or lessee, if any; and
 - (v) Any other document reasonably required pursuant to the terms of this Agreement.
2. Purchaser. At Closing, Purchaser shall deliver to Seller the following:
 - (i) The balance of the Purchase Price payable at the Closing, as adjusted for prorations and taxes and hold-backs, in the manner required under this Agreement;
 - (ii) Instructions from Purchaser directing payment of the Earnest Money Deposit and the Purchase Price and all other amounts due at Closing, or thereafter in accordance with the provisions of this Agreement, to Seller or any other person as Seller shall designate; and
 - (iii) Any other document reasonably required pursuant to the terms of this Agreement.
3. Seller and Purchaser. Seller and Purchaser shall, on the Closing Date, each execute, acknowledge (as appropriate) and deliver the following documents:

- (i) Any transfer tax returns required under any tax laws applicable to the transactions contemplated herein;
- (ii) The Closing Statement; and
- (iii) Any other affidavit(s), document or instrument required to be delivered by Seller or Purchaser pursuant to the terms of this Agreement.

9. Costs. At the time of Closing, Purchaser shall pay to Seller the total Purchase Price for the Property, less prorations and adjustments in accordance with this Agreement. Taxes and governmental assessments for the Property shall be prorated through the day before Closing. Purchaser shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Taxes shall be prorated based on the current year's tax. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill. This covenant shall survive Closing.

A. Seller shall pay for the following items: (i) the documentary stamp tax due on the Warranty Deed; (ii) the cost of the premium due on the Owner's Title Insurance required under this Agreement, along with all related title and search costs related thereto; (iii) Seller's legal fees and expenses; (iv) any broker's commission; and (v) any costs of curing title defects.

B. Purchaser shall pay for the following items: (i) the cost of all inspections, tests and studies undertaken by Purchaser in connection with its investigation, including the cost of any Survey; (ii) the recording fees for the Warranty Deed; and (iii) Purchaser's legal fees and expenses.

10. Seller's Delivery of Property Data. Within ten (10) days of the execution of this agreement, at Seller's sole cost and expense, Seller shall provide Purchaser with copies of all of the following documents that it has in its care, custody or control:

A. All documentation pertaining to the physical condition, development and operation of the Property in Seller's possession and control, including plats and surveys, plans and specifications for improvements, any and all environmental, asbestos, ADA, engineering, mechanical, electrical, structural, soil or other similar reports covering all or any portion of the Property, and copies of any and all notices Seller has received from any governmental authority with respect to them; and

B. Copies of all leases, licenses, and occupancy agreements in effect for use or possession of any portion of the Property; and

C. Copies of all management, service, supply, maintenance, parking, equipment service, equipment rental, cleaning, garage or parking operation, license or franchise agreements, or other contracts pertaining to the Property.

Seller's delivery of the documents in its care, custody or control shall be a representation that the documents and information provided are true, correct and complete in all material respects. If Seller does not timely deliver any document required to be delivered in this section 10, the Inspection Period and Closing will be extended one day for each day of delay.

11. Duties and Rights of Escrow / Closing Agent.

A. Purchaser and Seller authorize Escrow Agent or Closing Agent (each referenced as "Agent" for purposes of this Section), and Agent agrees by acceptance hereof, to hold all monies paid in

escrow and to disburse the same in accordance with the terms and conditions of this Agreement. Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations will be read into this Agreement against Agent.

B. Agent may act in reliance on any writing or instrument or signature that it, in good faith, believes to be genuine; may assume the validity and accuracy of any statement contained in such a writing or instrument; and may assume that any person purporting to give any writing, notice or instructions with respect to this Agreement has been duly authorized to do so.

C. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, Agent shall have the right to withhold payment of the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or Agent may deposit all monies then held pursuant to this Agreement, less the reasonable attorneys' fees and costs for the interpleader or similar action, with the Clerk of the Circuit Court of Hardee County, and upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate. Purchaser and Seller agree that Agent shall not be liable to any party or person whomsoever for misdelivery to Purchaser or to Seller of money subject to this escrow, unless such misdelivery shall be due to a willful breach of Agent's duties under this Agreement or gross negligence by Agent, and the parties will fully indemnify Agent from any and all expense, cost, claim, or charges it may incur, including its reasonable attorneys' fees and costs, subject to the limitations of s. 768.28, Florida Statutes.

12. Default and Notice to Cure.

A. If Purchaser defaults in the payment of the Purchase Price, Seller shall have the right to receive disbursement of the Earnest Money Deposit if not previously delivered, and terminate this Agreement. Upon such delivery of the Earnest Money Deposit in accordance with the preceding sentence, this Agreement shall terminate and neither party hereto shall have any further obligations hereunder except for those that are expressly provided in this Agreement to survive the termination hereof.

B. If Seller defaults in any of its material obligations to be performed on or prior to the Closing Date, Purchaser shall have the right (i) to receive a return of the Earnest Money Deposit and terminate this Agreement, or (ii) to seek specific performance of Seller's obligations hereunder (it being expressly acknowledged that the remedy of specific performance is an appropriate remedy in the event of a default by Seller under this Agreement). Upon such return and delivery of the Earnest Money Deposit in accordance with Clause (i) of the preceding sentence, if such remedy is elected by Purchaser, this Agreement shall terminate and neither party hereto shall have any further obligations hereunder except for those that are expressly provided in this Agreement to survive the termination hereof.

C. In connection with any litigation arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover from the other, all costs incurred, including reasonable attorneys' fees, including without limitation trial and appellate proceedings, subject to the limitations of Section 768.28, Florida Statutes.

D. The provisions of this Section 12 shall survive the termination hereof.

13. Condemnation. If, prior to the Closing Date, any part of the Property is taken by an entity other than Purchaser (other than a temporary taking), or if Seller shall receive an official notice from any governmental authority, having eminent domain power over the Property, of its intention to take by eminent domain proceeding any part of the Property (a "**Taking**"), then Purchaser shall have the option, exercisable within ten (10) days after receipt of notice of such Taking, to terminate this Agreement by delivering written notice thereof to Seller, whereupon Purchaser's deposit shall be returned and this Agreement shall be

deemed cancelled and of no further force or effect, and neither party shall have any further rights or liabilities against or to the other except pursuant to the provisions of this Agreement, which are expressly provided to survive the termination hereof. If a Taking shall occur and Purchaser shall not have timely elected to terminate this Agreement, then Purchaser and Seller shall consummate this transaction in accordance with this Agreement, without any abatement of the Purchase Price or any liability or obligation on the part of Seller by reason of such Taking, provided, however, that Seller shall, on the Closing Date, (i) assign and remit to Purchaser, and Purchaser shall be entitled to receive and keep, the net proceeds of any award or other proceeds of such Taking which may have been collected by Seller as a result of such Taking less the reasonable expenses incurred by Seller in connection with such Taking, or (ii) if no award or other proceeds shall have been collected, deliver to Purchaser an assignment of Seller's right to any such award or other proceeds which may be payable to Seller as a result of such Taking and Purchaser shall reimburse Seller for the reasonable expenses incurred by Seller in connection with such Taking.

14. Notices. Any notices provided for in this Agreement shall be in writing to the address set forth below and shall be effective (a) upon receipt or refusal if delivered personally; (b) one (1) Business Day after deposit with a recognized overnight courier or (c) two (2) Business Days after deposit in the U.S. mail.

If to Seller:

MM Wauchula III, LLC
4509 Bee Ridge Road
Suite C
Sarasota, FL 34233
Telephone: _____

If to Escrow / Closing / Title Agent:

Wauchula Abstract & Title Co., Inc.
123 South 9th Ave
Wauchula, FL 33873
Phone: 863-773-9054
Fax: 863-773-5857

If to Purchaser:

Hardee County Industrial Development Authority
107 East Main Street
Wauchula, Florida 33873
Telephone: 863-773-3030

with copy to Purchaser's legal counsel:

Swaine, Harris & Wohl, P.A.
Attn: Shannon L. Nash
425 South Commerce Avenue
Sebring, Florida 33870
Telephone: 863-385-1549
Facsimile: 863-471-0008
shannon@heartlandlaw.com

Either party may change their address by written notice given to the other as hereinabove provided. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered hereunder shall not be deemed ineffective if actual delivery cannot be made due to an unnoticed change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

15. Covenants: Preclosing Rights and Obligations of Seller.

A. From the Effective Date of this Agreement until the Closing Date, Seller shall:

- i. not take any action which will adversely affect title to the Property;
- ii. notify Purchaser of any material changes discovered by Seller to the representations or warranties made by Seller. In the event that Purchaser learns, through Seller or otherwise, prior to the Closing Date, that any of Seller's warranties or representations are materially incorrect, Purchaser shall have the right to terminate this Agreement and all deposits shall be immediately returned in

- full to Purchaser;
- iii. not enter into any lease, license or other agreement for occupancy of the Property, unless Purchaser has previously consented in writing;
- iv. not enter into any service contracts which survive the Closing, unless Purchaser has previously consented in writing.

B. The provisions of this Section 15 shall survive the Closing.

16. Warranties, Representations and Disclosures of Seller. Seller makes the following warranties, representations and disclosures to Purchaser, which representations and disclosures shall be true on the Effective Date and shall also be true at the time of Closing:

A. Authority. Seller has all requisite power and authority to execute and deliver this Agreement.

B. Marketable Title. As of the Closing Date, Seller shall have the ability to deliver good, marketable and insurable title to the Property.

C. Validity. This Agreement, when executed, will constitute the legal, valid and binding obligation of Seller, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law.)

D. Condemnation. Seller has no knowledge of any pending or threatened condemnation or similar proceeding affecting the Property, nor does Seller have knowledge that any such action is presently contemplated.

E. Pending Litigation/Violations. Seller has no knowledge of any legal actions, suits, code enforcement, regulatory actions, or other legal or administrative proceedings, including bankruptcy proceedings, pending or threatened, against the Property or Seller, and Seller is not aware of any facts which might result in any action, suit or other proceeding against the Property or Seller that could result in a lien encumbering the Property or any part thereof.

F. Other Obligations and Assessments. Seller has no knowledge of any outstanding impact fees, obligations, assessments, fair share agreements or capital recovery obligations for sewer, water, drainage, roadway or other improvements which affect the Property by reason of any past or existing improvements on the Property.

G. Special Assessments. There are no outstanding special assessments with respect to the Property. Any special assessment lien that has not been certified, confirmed and ratified as of Closing shall be assumed by Purchaser.

H. Development Rights. Seller has not transferred any development rights with respect to the Property.

I. Historic District/Landmark. No portion of the Property has been designated a historic landmark.

J. Environmental Matters. Except as identified in the Notice of Remediation, Seller has no knowledge of any adverse environmental condition, which shall include the presence of Hazardous Materials in violation of any Environmental Laws, relating to the Property and has received no notice from any regulatory body or authority have jurisdiction regarding any such adverse environmental condition of

the Property.

"Hazardous Materials" shall mean any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

"Environmental Law" shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any hazardous materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations, including any state or local counterparts or equivalent, in each case, order, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601 et seq.) ("CERCLA"); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 1101 et seq.); (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (xii) the Occupational Safety & Health Act (29 U.S.C. Section 655 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (xiv) the Noise Control Act (42 U.S.C. Section 4901 et seq.); and (xv) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 1100 et seq.).

K. Contracts/Leases. Seller has not entered into any existing, in force contracts for the sale of the Property other than this Agreement. Seller has received no notice of and has no knowledge of any rights of first refusal, right of first offer, or options to purchase any of the Property or any other rights or agreements that may delay or prevent this transaction. No person or entity other than Seller is entitled to possession of the Property except for lease or occupancy agreement that have been provided to Purchaser. In the case of a lease or occupancy agreement, Seller shall provide Purchaser a Tenant Estoppel Certificate and letters notifying the tenant of the change in ownership for each tenant. If a tenant refuses to execute an estoppel certificate, Seller shall, to the satisfaction of Purchaser, certify that information regarding the tenant's lease is correct. Other than as certified by estoppel certificate for a lease or occupancy agreement, Seller warrants that there is in effect no contract or agreement relating to occupancy, management, or operation of the Property that cannot be terminated on or prior to the Closing Date.

L. Mechanic's Liens. There has been no labor or materials of any kind furnished to or for the benefit of the Property for which payment in full has not been made or with respect to which a construction lien may be filed against the Property.

M. Other Agreements. There is no note, mortgage, security agreement, or other agreement affecting the Property, including leases, that requires the consent of any party (or Seller shall provide such consent, if necessary, at its expense) as a result of the sale contemplated by this Agreement, and that there

are no defaults existing in any such agreements affecting the Property.

It shall be a condition precedent to Purchaser's obligation to close hereunder that the representations and warranties of Seller set forth in this Agreement will be true in all material respects on the Closing Date. Should Purchaser determine prior to the Closing Date that any representation or warranty set forth herein is inaccurate in a material way, then Purchaser shall promptly provide written notice to Seller of such inaccuracy, and provided that Seller does not otherwise elect or is unable to cure such inaccuracy, Purchaser shall have the option of either waiving any claim against Seller by virtue of such inaccuracy and proceeding to Closing without any adjustment to the Purchase Price, or Purchaser may terminate this Agreement, by written notice to Seller within ten (10) days following written notice from Seller that Seller cannot or will not cure any inaccuracy, whereupon this Agreement and all rights and obligations of the parties hereunder shall thereupon cease and be deemed null and void. In the event of such a termination by Purchaser pursuant to this section, the Earnest Money Deposit shall be immediately returned to Purchaser.

Seller shall indemnify Purchaser, its successors and assigns, against, and shall defend and hold Purchaser, its successors and assigns harmless from, any expenses or damages, including reasonable attorneys' fees, that Purchaser incurs because of the breach of any of the representations, disclosures, and warranties set forth in Section 16 A – 16 M above, whether such breach is discovered before or after Closing. Seller shall further indemnify and hold harmless Purchaser, its successors and assigns, from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from discharge (either intentional or accidental) of Hazardous Materials by Seller, its agents and representatives, to the soil, air, water, or wastewater treatment facility, whether known or unknown at the time at the time of Closing.

17. Warranties and Representations of Purchaser. Purchaser hereby makes the following warranties and representations to Seller, which warranties and representations shall be true on the Effective Date and shall also be true at the time of Closing.

A. Purchaser is an industrial development authority created pursuant to Part III, Chapter 159, Florida Statutes, and a dependent special district authorized by resolution of the Hardee County Board of County Commissioners, and is duly organized, validly existing, and in good standing under the laws of the State of Florida, and has all requisite power and authority to execute and deliver this Agreement.

B. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated herein by the Purchaser have been duly authorized and approved by all necessary action. This Agreement, when executed, will constitute the legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

It shall be a condition precedent to Seller's obligation to close hereunder that the representations and warranties of Purchaser set forth in this Agreement will be true in all material respects on the Closing Date. Should Seller determine prior to the Closing Date that any representation or warranty set forth herein is inaccurate in a material way, then Seller shall promptly provide written notice to Purchaser of such inaccuracy, and provided that Purchaser does not otherwise elect to cure such inaccuracy, Seller shall have the option of either waiving any claim against Purchaser by virtue of such inaccuracy and proceeding to Closing without any adjustment to the Purchase Price, or Seller may terminate this Agreement, by written notice to Purchaser within ten (10) days following written notice from Purchaser that Purchaser cannot or will not cure any inaccuracy, whereupon this Agreement and all rights and obligations of the parties hereunder shall thereupon cease and be deemed null and void and Purchaser shall be deemed in default.

18. Purchaser's Conditions Precedent. The following are conditions precedent to Purchaser's obligations to close this transaction:

A. Marketable Title. Seller's delivery of good, marketable and insurable fee simple title to the Property.

B. Document Delivery. Seller shall have executed and delivered all of the documents required of Seller under this Agreement to Purchaser, including but not limited to an acceptable Warranty Deed, sufficient and acceptable to the Closing Agent / title agent to address the elimination of standard exceptions for "gap" coverage, construction liens and possession.

C. Performance of Covenants. Seller shall have performed all of its material covenants, agreements and obligations under this Agreement.

D. Truth of Representations and Warranties. All of Seller's representations and warranties set forth in this Agreement shall be true and correct in all material respects though first made as of the date of the Closing.

E. Removal of Personal Property. Seller shall remove all personal property, unless otherwise set forth herein, from the Property.

Purchaser may waive any or all of the preceding conditions precedent. With respect to those conditions precedent of which require the cooperation or subsequent action of Seller, Seller shall undertake such cooperation or action in good faith. If, notwithstanding the parties' commercially reasonably diligent effort, all of the following conditions precedent are not satisfied on or before the Closing Date, Purchaser shall have the right and option to either (i) waive any such unsatisfied condition precedent and close this Agreement in accordance with its terms without any adjustment to the Purchase Price, or (ii) terminate this Agreement on such Closing Date. If Purchaser terminates this Agreement because of the failure to satisfy or waive any such condition precedent all rights and obligations of the parties hereunder to each other shall end and this Agreement shall be of no further force or effect. In the event of such a termination, the Earnest Money Deposit shall be returned to Purchaser.

19. Seller's Conditions Precedent. The following are conditions precedent to Seller's obligation to close this Transaction:

A. Delivery of Documents. Purchaser shall have executed and delivered to Seller all of the documents required of Purchaser under this Agreement.

B. Performance of Covenants. Purchaser shall have performed all of its material covenants, agreements and obligations under this Agreement.

C. Payment of Purchase Price. Purchaser shall have delivered to Seller the balance of the Purchase Price and the Escrow Agent shall have delivered to Seller the Earnest Money Deposit.

D. Truth of Representations and Warranties. All of Purchaser's representations and warranties set forth in Section 17 of this Agreement shall be true and correct in all material respects.

Seller may waive any or all of the preceding conditions precedent. With respect to those conditions precedent of which require the cooperation or subsequent action of Purchaser, Purchaser shall undertake such cooperation or action in good faith. If, notwithstanding the parties' commercially reasonably diligent effort, all of the following conditions precedent are not satisfied on or before the Closing Date, Seller shall have the right and option to either (i) waive any such unsatisfied condition precedent and close this Agreement in accordance with its terms without any adjustment to the Purchase Price, or (ii) terminate this Agreement on such Closing Date. If Seller terminates this Agreement because of the failure to satisfy or waive any such condition precedent all rights and obligations of the parties hereunder to each other shall

end and this Agreement shall be of no further force or effect. In the event of such a termination pursuant to this section, the Earnest Money Deposit shall be retained by Seller (or if not previously disbursed, the Earnest Money Deposit shall be immediately disbursed to Seller).

20. Miscellaneous.

A. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns; and no third party shall have any rights, privileges or other beneficial interest in or under this Agreement. The parties may assign their rights under this agreement but neither party may assign or transfer its obligations under this Agreement without prior written consent of the other except that the Purchaser may assign its rights under this agreement to Hardee County, a political subdivision of the State of Florida, by and through the Hardee County Board of County Commissioners, without further written consent of Seller. Except as stated herein any assignment without written consent shall be void and shall not act to release the assigning party from its obligations hereunder. As used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

B. Broker's Commissions. Seller and Purchaser warrant and represent to each other that no broker or other person expecting or due a fee or commission related to the transaction herein contemplated was involved in this Agreement. Each party shall indemnify the other party against any claim of any broker claiming by, through, or under the indemnifying party. This indemnification clause is not intended nor shall it be construed to waive the Purchaser's rights and immunities or exceed the limitations provided by s. 768.28, Florida Statutes. This warranty and representation shall survive delivery of the Deed and Closing of this transaction.

C. Entire Agreement. This Agreement, including the Exhibit attached hereto, contains the entire Agreement between Seller and Purchaser and all other representations, negotiations and agreements, written and oral, including any letters of intent which pre-date the Effective Date hereof, with respect to the Property or any portion thereof, are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by instrument, in writing, executed by all parties hereto.

D. 1031 Exchange. If Seller wishes to enter into a IRC Section 1031 like-kind exchange with respect to the Property ("Exchange"), the Purchaser agrees to cooperate, including the execution of documents; provided (1) the Purchaser shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

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

F. Mold. Mold is naturally occurring and may cause health risks or damage to property. This Agreement is not contingent upon testing for the existence of toxic mold unless specifically provided.

G. Risk of Loss. Loss or damage to all improvements shall be at the risk of Seller until Closing. In the event of substantial damage to the Property prior to the Closing Date or any condemnation of the Property, the Purchaser may either close this transaction and accept the Seller's interest in the insurance or condemnation proceeds or terminate this Agreement and be entitled to the return of the deposit monies paid by the Purchaser together with all interest earned thereon. For purposes of this Agreement, substantial damage shall mean damage to at least 10% of the Property.

H. Waiver. No waiver hereunder of any condition or breach shall be deemed to be a continuing

waiver or a waiver of any subsequent breach

I. Severability. In case anyone or more provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

J. Florida Contract. This Agreement shall be deemed a Florida contract and construed according to the laws of such state, regardless of whether this Agreement is being executed by any of the parties hereto in other states or otherwise. The proper and exclusive venue for any action concerning this Agreement shall be the Circuit Court in and for Hardee County, Florida. Except as specifically set forth herein, Purchaser does not waive sovereign immunity and Purchaser’s liability, if any, is subject to and limited by Section 768.28, Florida Statutes.

K. Time for Acceptance. Any offer or counter-offer made hereunder must be accepted via counter-signature within fifteen (15) days of the date signed by the first party, unless the offer or counter-offer is sooner rescinded. Any offer or counter-offer that is not timely accepted shall be deemed expired and revoked. Seller acknowledges that Purchaser is dependent special district operating under applicable laws of the State of Florida, including Chapter 159, Florida Statutes, and further acknowledges that official acts by Purchaser are authorized by a governing body at duly noticed meetings open to the public. No contract or agreement, whether in writing or verbal, is binding upon Purchaser until reviewed and accepted by the Purchaser’s governing body and executed by all parties.

Seller:

MM WAUCHULA III, LLC

By: _____

Print Name: _____

Title: _____

Date of execution: _____, 2023

Purchaser:

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: _____

Lee Mikell, Chair

Date of execution: _____, 2023

ATTEST:

Name: _____

Exhibit A

DEPICTIONS / DESCRIPTION OF REAL PROPERTY
(*Legal description subject to survey and title work*)

Legal Description:

All that part of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 lying Easterly of U.S Highway No.17 right of way, and LESS Atlantic Coast Line Railroad right of way and LESS the South 247.67 feet thereof, lying in Section 33, Township 33 South, Range 25 East, Hardee County, Florida.

TOGETHER WITH

A portion of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 33 South, Range 25 East, Hardee County, Florida, and being more particularly described as follows: Begin at the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence S 00°26'27" E., a distance of 564.72 feet to a point on the Easterly right of way line of U.S. Highway No. 17; thence S 12°12'02" E along said Easterly right of way line, a distance of 65.31 feet; thence N 89°51'58" E, a distance of 100.66 feet; thence North 12°12'02" W, a distance of 318.75 feet; thence N 89°51'58" E. a distance of 351.21 feet; thence S 12°12'02" E, a distance of 353.25 feet to a point on the South line of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence N 89°52'21" E along said South line, a distance of 851.31 feet to the Southeast corner of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence N 00°10'38" W along the East line of the Southeast 1/4 of said Section 33, a distance of 661.79 feet to the Northeast corner of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence S 89°51'20" W along the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 33, distance of 1327.75 feet to the Point of Beginning. LESS AND EXCEPT road right-of-way on the East side for Heard Bridge Road.

Address: 0 N US Hwy 17, Wauchula, Hardee County, Florida

Parcel ID: 33-33-25-0000-08410-0000

Approximately 17.78 acres



SALE/PURCHASE LAND CONTRACT
(0 N US Hwy 17, Wauchula, Hardee County, Florida)

THIS COMMERCIAL LAND CONTRACT (the "Agreement") by and between **RAJESWARI SONNI AS SUCCESSOR TRUSTEE OF SMALL LOTS LAND TRUST DATED APRIL 24, 2006** (the "Seller") and the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a body politic and corporate of the State of Florida (the "Purchaser") is entered into and effective on the date it is last executed by the Seller or Purchaser (the "Effective Date").

RECITALS:

A. Seller is the owner of certain real property located in Hardee County, Florida as more specifically depicted and described on the attached Exhibit "A".

B. Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller the Property as hereafter defined upon the terms, covenants, and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Sale of Property.** Subject to the terms and conditions hereinafter set forth, Seller agrees to sell, convey, and assign (to the extent assignable) to Purchaser, and Purchaser agrees to buy from Seller, that certain real property located in Hardee County, Florida, shown or described on Exhibit "A", which exhibit is attached hereto and made a part hereof, together with all appurtenances, easements and privileges thereto belonging (the "Property").

2. **Definitions.** For purposes of this Agreement, the following terms are defined as hereinafter set forth: "**Closing**" shall mean the execution and delivery of the Transaction Documents and the payment of those funds required to be paid at the time and in the manner required herein for the purchase and sale of the Property. "**Encumbrance**" shall mean and include any charge, claim, condition, equitable interest, lien, option, pledge, security interest, right of first refusal, or restriction of any kind, including any restriction on use, transfer, receipt of income, or exercise of any other attribute of ownership. "**Survey**" shall mean a survey of the Property certified by a Florida Registered Land Surveyor. "**Transaction Documents**" shall mean this Agreement and all of the documents required or contemplated in connection with the Closing of the purchase and sale of the Property.

3. **Price / Deposits / Financing.** The total Purchase Price for the Property shall be **Four Hundred Twenty-Five Thousand Dollars (\$425,000.00)** ("Purchase Price"). The Purchase Price shall be due and payable as follows:

A. Within ten Business Days of the full execution of this Agreement, Purchaser will deposit the amount of Ten Thousand Dollars (\$10,000.00) (the "Earnest Money Deposit") with Swaine, Harris & Wohl, P.A. as escrow agent (the "Escrow Agent"). After expiration of the Inspection Period, the Earnest Money Deposit shall become non-refundable (except in the event of Seller's default or as otherwise expressly provided in this Agreement). The Earnest Money Deposit shall be credited to the Purchaser at the time of the Closing (as hereinafter defined).

B. The remaining balance of Four Hundred Fifteen Thousand Dollars (\$415,000.00) shall be paid to Seller at Closing in immediately available funds (Official Bank Check or wire transfer), subject to adjustments and prorations.

4. Execution / Calculation of Time / Time of the Essence.

A. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts shall bear the respective signatures of all of the parties designated as signatories herein. If this Agreement shall be executed in counterparts, then upon the subsequent written request of any signatory, all parties shall join in the signing of one complete original instrument. A facsimile copy of this Agreement evidencing any signatures shall be considered as an original for all purposes.

B. Calculation of Time. All references to days shall mean calendar days unless Business Days are specifically stated. Business Days shall mean Monday through Friday, and exclude legal holidays. If any time period ends on a Saturday, Sunday, or legal holiday, it shall instead be deemed to expire at the end of the next Business Day.

C. Time of the Essence. The Parties have been fully advised and agree that time is of the essence in this Agreement.

5. Purchaser's Inspection Period.

A. Upon the full execution of this Agreement, Purchaser shall have 90 days (herein referred to as "the **Inspection Period**") to inspect the Property. Seller shall provide Purchaser and its agents and consultants reasonable access to the Property, provided that in each such case Seller shall have the right to have a representative of Seller present during the course of each such entry. Purchaser shall have the right to make inquiries of governmental bodies, utility companies, and other third parties.

B. In the event that Purchaser determines, in its sole opinion and sole discretion, that the Property or this Agreement is unacceptable for any reason whatsoever, or an appraisal of the fair market value of the Property is less than the Purchase Price, Purchaser (by and through its designee) shall give Seller written notice before the end of the Inspection Period that it intends to terminate the transaction contemplated by this Agreement, and this Agreement shall forthwith and thereupon be terminated, become null and void, and be of no further force and effect, at which time the Escrow Agent shall return the Earnest Money Deposit to the Purchaser. If Purchaser does not give such notice, the contingency shall have expired, and Purchaser shall proceed to Closing

C. The Parties have been fully advised and agree that time is of the essence with respect to the obligations of the parties under the Inspection Period.

6. Survey and Environmental Site Assessments. During the Inspection Period, Purchaser may obtain, at Purchaser's expense and discretion, a survey of the Property (the "**Survey**") and environmental site assessments (the "**Environmental Assessments**").

A. In the event the Survey reflects any easements, encroachments, rights-of-way, roads, lack of access, deficiencies, gaps or gores or hiatus between any of the parcels included within the Property or between the Property and any adjoining streets or roads, or any other adverse matters not acceptable to Purchaser, Purchaser may terminate this Agreement pursuant to section 5 above or utilize the provisions of section 7.A. below.

B. In the event the Environmental Assessments identify environmental contaminants, Purchaser may at its election terminate this Agreement pursuant to section 5 above.

7. Evidence of Title. Within thirty (30) days of the Effective Date of this Agreement, at Seller's

expense, a commitment for an owner's title insurance policy (the "**Title Commitment**") shall be obtained agreeing to issue to Purchaser, upon recording of the Warranty Deed, a title insurance policy in the amount of the Purchase Price insuring Purchaser's title to the Property. The Title Commitment shall include legible copies of all documents referenced therein. The Title Commitment shall provide that all "standard exceptions" (including exceptions for taxes (for years prior to the year of Closing)) and assessments not shown in the public records, claims of unrecorded easements, parties other than owner in possession, construction liens and matters disclosed on an accurate Survey, shall be deleted from the Policy when issued. Seller shall provide to the Closing Agent any affidavits, undertakings and other instruments required to delete said standard exceptions, and Purchaser shall provide such Survey with required certifications.

A. Objections to Title. If the Title Commitment contains exceptions to coverage, other than the standard exceptions, which adversely affect title to the Property and render title unmarketable and uninsurable, or if the Survey reveals any defect as set forth in Section 6 hereof, the Purchaser shall notify the Seller, in writing, of Purchaser's objections to such exceptions within ten (10) days after the Title Commitment and copies of all underlying title search instruments and the Survey have been furnished to Purchaser.

B. Curing Title Objections. The Seller shall have thirty (30) days after receipt of such notice in which to cure such defects (the "**Title Curative Period**") and furnish to the Purchaser evidence that same have been cured. The Inspection Period and Closing Date shall be postponed and extended for the Title Curative Period. If the Title defects are cured within the Title Curative Period, the sale and purchase shall be closed within seven (7) days after written notice to Purchaser, but not earlier than the Closing Date. In the event that Seller is unable to cure such defects within the Title Curative Period, Seller may give notice of necessity to extend the Title Curative Period for an additional ninety (90) days. If the objection can be cured by the payment of money, those funds shall be deducted from the sale proceeds to resolve the objection(s). If the objection cannot be cured by the payment of money and the Seller fails to cure such defects within the Title Curative Period (as extended if applicable), or notifies Purchaser in writing that Seller has determined, in Seller's sole discretion, that it is not feasible on a commercially reasonable basis to cure one or more of Purchaser's objections (in which event Seller shall notify Purchaser of its determination within twenty (20) days after its receipt of Purchaser's notice of title objections), Purchaser shall have the option, to be exercised in its sole discretion, to either (i) complete the purchase in accordance with the Agreement and accept title to the Property subject to such objections without any adjustment to the Purchase Price; or (ii) terminate this Agreement by written notice thereof to Seller within seven (7) days after Purchaser's receipt of written notice of Seller's failure to cure Purchaser's objections within the Title Curative Period or Seller's determination that curing Purchaser's objections is not feasible, whereupon this Agreement shall terminate and be of no further force or effect and the Earnest Money Deposit shall be returned to Purchaser.

C. Updates of Title. The Title Commitment shall be updated by endorsement ("**Update Endorsement**") not less than five (5) days before the Closing Date. If such Update Endorsement discloses any new requirement, defect, Encumbrance or other adverse matter, then Purchaser shall notify Seller in writing specifying the new title defect and providing legible copies of said defect not later than five (5) days before the Closing Date and Seller shall have a period of thirty (30) days following the receipt of such notice from Purchaser to cure such new title defect and the Inspection Period and Closing Date shall be extended. If Seller fails to cure any such new title defect, Purchaser shall have the option, to be exercised in its sole discretion, to either: (i) complete the purchase in accordance with the Agreement and accept title to the Property subject to such objections without any adjustment to the Purchase Price; or (ii) terminate this Agreement by written notice thereof to Seller within seven (7) days after Purchaser's receipt of written notice of Seller's failure to cure Purchaser's objections within the Title Curative Period or Seller's determination that curing Purchaser's objections is not feasible, whereupon this Agreement shall terminate and be of no further force or effect and the Earnest Money Deposit shall be returned to the Purchaser, together with all earned interest thereon.

D. Time. The Parties have been fully advised and agree that time is of the essence with respect to the parties' obligations under this Section.

8. Closing Date and Procedure / Documents to be Provided.

A. Closing Date. Unless extended by other provisions of this contract or terminated during the Inspection Period, the Closing Date contemplated by this Agreement shall be on or before 60 days following the end of the Inspection Period; provided, however, that the parties may agree to an earlier Closing Date. Closing shall occur remotely, or such place as the parties may agree. Closing / Title Agent shall be Purchaser's counsel, Swaine, Harris & Wohl, P.A. The parties have been fully advised and agree that time is of the essence with respect to the Closing Date.

B. Closing Procedure.

1. Seller. At Closing, if not previously delivered to Purchaser, Seller shall execute and deliver to Purchaser:
 - (i) A fully executed Warranty Deed in favor of the Hardee County Industrial Development Authority;
 - (ii) An owner's title affidavit. The owner's title affidavit shall attest to the absence, unless otherwise provided for herein, of any lien or Encumbrance upon the Property to be conveyed known to Seller and improvements or repairs to the Property made within ninety (90) days immediately preceding date of Closing. However, if the Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all potential lienors and an affidavit setting forth the names of all potential lienors and affirming that all charges for improvements or repairs have been paid or will be paid at the Closing;
 - (iii) Bills of Sale as to personal property conveyed, if any;
 - (iv) Tenant Estoppel Certificate and letters notifying of change in ownership to each tenant or lessee, if any; and
 - (v) Any other document reasonably required pursuant to the terms of this Agreement.
2. Purchaser. At Closing, Purchaser shall deliver to Seller the following:
 - (i) The balance of the Purchase Price payable at the Closing, as adjusted for prorations and taxes and hold-backs, in the manner required under this Agreement;
 - (ii) Instructions from Purchaser directing payment of the Earnest Money Deposit and the Purchase Price and all other amounts due at Closing, or thereafter in accordance with the provisions of this Agreement, to Seller or any other person as Seller shall designate; and
 - (iii) Any other document reasonably required pursuant to the terms of this Agreement.
3. Seller and Purchaser. Seller and Purchaser shall, on the Closing Date, each execute, acknowledge (as appropriate) and deliver the following documents:
 - (i) Any transfer tax returns required under any tax laws applicable to the transactions contemplated herein;

- (ii) The Closing Statement; and
- (iii) Any other affidavit(s), document or instrument required to be delivered by Seller or Purchaser pursuant to the terms of this Agreement.

9. Costs. At the time of Closing, Purchaser shall pay to Seller the total Purchase Price for the Property, less prorations and adjustments in accordance with this Agreement. Taxes and governmental assessments for the Property shall be prorated through the day before Closing. Purchaser shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Taxes shall be prorated based on the current year's tax. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill. This covenant shall survive Closing.

A. Seller shall pay for the following items: (i) the documentary stamp tax due on the Warranty Deed; (ii) the cost of the premium due on the Owner's Title Insurance required under this Agreement, along with all related title and search costs related thereto; (iii) Seller's legal fees and expenses; (iv) any broker's commission; and (v) any costs of curing title defects.

B. Purchaser shall pay for the following items: (i) the cost of all inspections, tests and studies undertaken by Purchaser in connection with its investigation, including the cost of any Survey; (ii) the recording fees for the Warranty Deed; and (iii) Purchaser's legal fees and expenses.

10. Seller's Delivery of Property Data. Within ten (10) days of the execution of this agreement, at Seller's sole cost and expense, Seller shall provide Purchaser with copies of all of the following documents that it has in its care, custody or control:

A. All documentation pertaining to the physical condition, development and operation of the Property in Seller's possession and control, including plats and surveys, plans and specifications for improvements, any and all environmental, asbestos, ADA, engineering, mechanical, electrical, structural, soil or other similar reports covering all or any portion of the Property, and copies of any and all notices Seller has received from any governmental authority with respect to them; and

B. Copies of all leases, licenses, and occupancy agreements in effect for use or possession of any portion of the Property; and

C. Copies of all management, service, supply, maintenance, parking, equipment service, equipment rental, cleaning, garage or parking operation, license or franchise agreements, or other contracts pertaining to the Property.

Seller's delivery of the documents in its care, custody or control shall be a representation that the documents and information provided are true, correct and complete in all material respects. If Seller does not timely deliver any document required to be delivered in this section 10, the Inspection Period and Closing will be extended one day for each day of delay.

11. Duties and Rights of Escrow / Closing Agent.

A. Purchaser and Seller authorize Escrow Agent or Closing Agent (each referenced as "Agent" for purposes of this Section), and Agent agrees by acceptance hereof, to hold all monies paid in escrow and to disburse the same in accordance with the terms and conditions of this Agreement. Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties

or obligations will be read into this Agreement against Agent.

B. Agent may act in reliance on any writing or instrument or signature that it, in good faith, believes to be genuine; may assume the validity and accuracy of any statement contained in such a writing or instrument; and may assume that any person purporting to give any writing, notice or instructions with respect to this Agreement has been duly authorized to do so.

C. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, Agent shall have the right to withhold payment of the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or Agent may deposit all monies then held pursuant to this Agreement, less the reasonable attorneys' fees and costs for the interpleader or similar action, with the Clerk of the Circuit Court of Hardee County, and upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate. Purchaser and Seller agree that Agent shall not be liable to any party or person whomsoever for misdelivery to Purchaser or to Seller of money subject to this escrow, unless such misdelivery shall be due to a willful breach of Agent's duties under this Agreement or gross negligence by Agent, and the parties will fully indemnify Agent from any and all expense, cost, claim, or charges it may incur, including its reasonable attorneys' fees and costs, subject to the limitations of s. 768.28, Florida Statutes.

12. Default and Notice to Cure.

A. If Purchaser defaults in the payment of the Purchase Price, Seller shall have the right to receive disbursement of the Earnest Money Deposit if not previously delivered, and terminate this Agreement. Upon such delivery of the Earnest Money Deposit in accordance with the preceding sentence, this Agreement shall terminate and neither party hereto shall have any further obligations hereunder except for those that are expressly provided in this Agreement to survive the termination hereof.

B. If Seller defaults in any of its material obligations to be performed on or prior to the Closing Date, Purchaser shall have the right (i) to receive a return of the Earnest Money Deposit and terminate this Agreement, or (ii) to seek specific performance of Seller's obligations hereunder (it being expressly acknowledged that the remedy of specific performance is an appropriate remedy in the event of a default by Seller under this Agreement). Upon such return and delivery of the Earnest Money Deposit in accordance with Clause (i) of the preceding sentence, if such remedy is elected by Purchaser, this Agreement shall terminate and neither party hereto shall have any further obligations hereunder except for those that are expressly provided in this Agreement to survive the termination hereof.

C. In connection with any litigation arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover from the other, all costs incurred, including reasonable attorneys' fees, including without limitation trial and appellate proceedings, subject to the limitations of Section 768.28, Florida Statutes.

D. The provisions of this Section 12 shall survive the termination hereof.

13. Condemnation. If, prior to the Closing Date, any part of the Property is taken by an entity other than Purchaser (other than a temporary taking), or if Seller shall receive an official notice from any governmental authority, having eminent domain power over the Property, of its intention to take by eminent domain proceeding any part of the Property (a "**Taking**"), then Purchaser shall have the option, exercisable within ten (10) days after receipt of notice of such Taking, to terminate this Agreement by delivering written notice thereof to Seller, whereupon Purchaser's deposit shall be returned and this Agreement shall be deemed cancelled and of no further force or effect, and neither party shall have any further rights or liabilities against or to the other except pursuant to the provisions of this Agreement, which are expressly

provided to survive the termination hereof. If a Taking shall occur and Purchaser shall not have timely elected to terminate this Agreement, then Purchaser and Seller shall consummate this transaction in accordance with this Agreement, without any abatement of the Purchase Price or any liability or obligation on the part of Seller by reason of such Taking, provided, however, that Seller shall, on the Closing Date, (i) assign and remit to Purchaser, and Purchaser shall be entitled to receive and keep, the net proceeds of any award or other proceeds of such Taking which may have been collected by Seller as a result of such Taking less the reasonable expenses incurred by Seller in connection with such Taking, or (ii) if no award or other proceeds shall have been collected, deliver to Purchaser an assignment of Seller's right to any such award or other proceeds which may be payable to Seller as a result of such Taking and Purchaser shall reimburse Seller for the reasonable expenses incurred by Seller in connection with such Taking.

14. Notices. Any notices provided for in this Agreement shall be in writing to the address set forth below and shall be effective (a) upon receipt or refusal if delivered personally; (b) one (1) Business Day after deposit with a recognized overnight courier or (c) two (2) Business Days after deposit in the U.S. mail.

If to Seller:

Rajeswari Sonni as Successor Trustee of
Small Lots Land Trust dated April 24, 2006
2921 Lakeview Drive
Sebring, FL 33870
Telephone: _____

If to Escrow / Closing / Title Agent:

Swaine, Harris & Wohl, P.A.
Attn: Shannon L. Nash
425 South Commerce Avenue
Sebring, Florida 33870
Telephone: 863-385-1549
Facsimile: 863-471-0008
shannon@heartlandlaw.com

If to Purchaser:

Hardee County Industrial Development Authority
107 East Main Street
Wauchula, Florida 33873
Telephone: 863-773-3030

with copy to Purchaser's legal counsel:

Swaine, Harris & Wohl, P.A.
Attn: Shannon L. Nash
425 South Commerce Avenue
Sebring, Florida 33870
Telephone: 863-385-1549
Facsimile: 863-471-0008
shannon@heartlandlaw.com

Either party may change their address by written notice given to the other as hereinabove provided. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered hereunder shall not be deemed ineffective if actual delivery cannot be made due to an unnoticed change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

15. Covenants: Preclosing Rights and Obligations of Seller.

- A. From the Effective Date of this Agreement until the Closing Date, Seller shall:
- i. not take any action which will adversely affect title to the Property;
 - ii. notify Purchaser of any material changes discovered by Seller to the representations or warranties made by Seller. In the event that Purchaser learns, through Seller or otherwise, prior to the Closing Date, that any of Seller's warranties or representations are materially incorrect, Purchaser shall have the right to terminate this Agreement and all deposits shall be immediately returned in

- full to Purchaser;
- iii. not enter into any lease, license or other agreement for occupancy of the Property, unless Purchaser has previously consented in writing;
- iv. not enter into any service contracts which survive the Closing, unless Purchaser has previously consented in writing.

B. The provisions of this Section 15 shall survive the Closing.

16. Warranties, Representations and Disclosures of Seller. Seller makes the following warranties, representations and disclosures to Purchaser, which representations and disclosures shall be true on the Effective Date and shall also be true at the time of Closing:

A. Authority. Seller has all requisite power and authority to execute and deliver this Agreement.

B. Marketable Title. As of the Closing Date, Seller shall have the ability to deliver good, marketable and insurable title to the Property.

C. Validity. This Agreement, when executed, will constitute the legal, valid and binding obligation of Seller, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law.)

D. Condemnation. Seller has no knowledge of any pending or threatened condemnation or similar proceeding affecting the Property, nor does Seller have knowledge that any such action is presently contemplated.

E. Pending Litigation/Violations. Seller has no knowledge of any legal actions, suits, code enforcement, regulatory actions, or other legal or administrative proceedings, including bankruptcy proceedings, pending or threatened, against the Property or Seller, and Seller is not aware of any facts which might result in any action, suit or other proceeding against the Property or Seller that could result in a lien encumbering the Property or any part thereof.

F. Other Obligations and Assessments. Seller has no knowledge of any outstanding impact fees, obligations, assessments, fair share agreements or capital recovery obligations for sewer, water, drainage, roadway or other improvements which affect the Property by reason of any past or existing improvements on the Property.

G. Special Assessments. There are no outstanding special assessments with respect to the Property. Any special assessment lien that has not been certified, confirmed and ratified as of Closing shall be assumed by Purchaser.

H. Development Rights. Seller has not transferred any development rights with respect to the Property.

I. Historic District/Landmark. No portion of the Property has been designated a historic landmark.

J. Environmental Matters. Except as identified in the Notice of Remediation, Seller has no knowledge of any adverse environmental condition, which shall include the presence of Hazardous Materials in violation of any Environmental Laws, relating to the Property and has received no notice from any regulatory body or authority have jurisdiction regarding any such adverse environmental condition of

the Property.

"Hazardous Materials" shall mean any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

"Environmental Law" shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any hazardous materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations, including any state or local counterparts or equivalent, in each case, order, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601 et seq.) ("CERCLA"); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 1101 et seq.); (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (xii) the Occupational Safety & Health Act (29 U.S.C. Section 655 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (xiv) the Noise Control Act (42 U.S.C. Section 4901 et seq.); and (xv) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 1100 et seq.).

K. Contracts/Leases. Seller has not entered into any existing, in force contracts for the sale of the Property other than this Agreement. Seller has received no notice of and has no knowledge of any rights of first refusal, right of first offer, or options to purchase any of the Property or any other rights or agreements that may delay or prevent this transaction. No person or entity other than Seller is entitled to possession of the Property except for lease or occupancy agreement that have been provided to Purchaser. In the case of a lease or occupancy agreement, Seller shall provide Purchaser a Tenant Estoppel Certificate and letters notifying the tenant of the change in ownership for each tenant. If a tenant refuses to execute an estoppel certificate, Seller shall, to the satisfaction of Purchaser, certify that information regarding the tenant's lease is correct. Other than as certified by estoppel certificate for a lease or occupancy agreement, Seller warrants that there is in effect no contract or agreement relating to occupancy, management, or operation of the Property that cannot be terminated on or prior to the Closing Date.

L. Mechanic's Liens. There has been no labor or materials of any kind furnished to or for the benefit of the Property for which payment in full has not been made or with respect to which a construction lien may be filed against the Property.

M. Other Agreements. There is no note, mortgage, security agreement, or other agreement affecting the Property, including leases, that requires the consent of any party (or Seller shall provide such consent, if necessary, at its expense) as a result of the sale contemplated by this Agreement, and that there

are no defaults existing in any such agreements affecting the Property.

It shall be a condition precedent to Purchaser's obligation to close hereunder that the representations and warranties of Seller set forth in this Agreement will be true in all material respects on the Closing Date. Should Purchaser determine prior to the Closing Date that any representation or warranty set forth herein is inaccurate in a material way, then Purchaser shall promptly provide written notice to Seller of such inaccuracy, and provided that Seller does not otherwise elect or is unable to cure such inaccuracy, Purchaser shall have the option of either waiving any claim against Seller by virtue of such inaccuracy and proceeding to Closing without any adjustment to the Purchase Price, or Purchaser may terminate this Agreement, by written notice to Seller within ten (10) days following written notice from Seller that Seller cannot or will not cure any inaccuracy, whereupon this Agreement and all rights and obligations of the parties hereunder shall thereupon cease and be deemed null and void. In the event of such a termination by Purchaser pursuant to this section, the Earnest Money Deposit shall be immediately returned to Purchaser.

Seller shall indemnify Purchaser, its successors and assigns, against, and shall defend and hold Purchaser, its successors and assigns harmless from, any expenses or damages, including reasonable attorneys' fees, that Purchaser incurs because of the breach of any of the representations, disclosures, and warranties set forth in Section 16 A – 16 M above, whether such breach is discovered before or after Closing. Seller shall further indemnify and hold harmless Purchaser, its successors and assigns, from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from discharge (either intentional or accidental) of Hazardous Materials by Seller, its agents and representatives, to the soil, air, water, or wastewater treatment facility, whether known or unknown at the time at the time of Closing.

17. Warranties and Representations of Purchaser. Purchaser hereby makes the following warranties and representations to Seller, which warranties and representations shall be true on the Effective Date and shall also be true at the time of Closing.

A. Purchaser is an industrial development authority created pursuant to Part III, Chapter 159, Florida Statutes, and a dependent special district authorized by resolution of the Hardee County Board of County Commissioners, and is duly organized, validly existing, and in good standing under the laws of the State of Florida, and has all requisite power and authority to execute and deliver this Agreement.

B. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated herein by the Purchaser have been duly authorized and approved by all necessary action. This Agreement, when executed, will constitute the legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

It shall be a condition precedent to Seller's obligation to close hereunder that the representations and warranties of Purchaser set forth in this Agreement will be true in all material respects on the Closing Date. Should Seller determine prior to the Closing Date that any representation or warranty set forth herein is inaccurate in a material way, then Seller shall promptly provide written notice to Purchaser of such inaccuracy, and provided that Purchaser does not otherwise elect to cure such inaccuracy, Seller shall have the option of either waiving any claim against Purchaser by virtue of such inaccuracy and proceeding to Closing without any adjustment to the Purchase Price, or Seller may terminate this Agreement, by written notice to Purchaser within ten (10) days following written notice from Purchaser that Purchaser cannot or will not cure any inaccuracy, whereupon this Agreement and all rights and obligations of the parties hereunder shall thereupon cease and be deemed null and void and Purchaser shall be deemed in default.

18. Purchaser's Conditions Precedent. The following are conditions precedent to Purchaser's obligations to close this transaction:

A. Marketable Title. Seller's delivery of good, marketable and insurable fee simple title to the Property.

B. Document Delivery. Seller shall have executed and delivered all of the documents required of Seller under this Agreement to Purchaser, including but not limited to an acceptable Warranty Deed, sufficient and acceptable to the Closing Agent / title agent to address the elimination of standard exceptions for "gap" coverage, construction liens and possession.

C. Performance of Covenants. Seller shall have performed all of its material covenants, agreements and obligations under this Agreement.

D. Truth of Representations and Warranties. All of Seller's representations and warranties set forth in this Agreement shall be true and correct in all material respects though first made as of the date of the Closing.

E. Removal of Personal Property. Seller shall remove all personal property, unless otherwise set forth herein, from the Property.

Purchaser may waive any or all of the preceding conditions precedent. With respect to those conditions precedent of which require the cooperation or subsequent action of Seller, Seller shall undertake such cooperation or action in good faith. If, notwithstanding the parties' commercially reasonably diligent effort, all of the following conditions precedent are not satisfied on or before the Closing Date, Purchaser shall have the right and option to either (i) waive any such unsatisfied condition precedent and close this Agreement in accordance with its terms without any adjustment to the Purchase Price, or (ii) terminate this Agreement on such Closing Date. If Purchaser terminates this Agreement because of the failure to satisfy or waive any such condition precedent all rights and obligations of the parties hereunder to each other shall end and this Agreement shall be of no further force or effect. In the event of such a termination, the Earnest Money Deposit shall be returned to Purchaser.

19. Seller's Conditions Precedent. The following are conditions precedent to Seller's obligation to close this Transaction:

A. Delivery of Documents. Purchaser shall have executed and delivered to Seller all of the documents required of Purchaser under this Agreement.

B. Performance of Covenants. Purchaser shall have performed all of its material covenants, agreements and obligations under this Agreement.

C. Payment of Purchase Price. Purchaser shall have delivered to Seller the balance of the Purchase Price and the Escrow Agent shall have delivered to Seller the Earnest Money Deposit.

D. Truth of Representations and Warranties. All of Purchaser's representations and warranties set forth in Section 17 of this Agreement shall be true and correct in all material respects.

Seller may waive any or all of the preceding conditions precedent. With respect to those conditions precedent of which require the cooperation or subsequent action of Purchaser, Purchaser shall undertake such cooperation or action in good faith. If, notwithstanding the parties' commercially reasonably diligent effort, all of the following conditions precedent are not satisfied on or before the Closing Date, Seller shall have the right and option to either (i) waive any such unsatisfied condition precedent and close this Agreement in accordance with its terms without any adjustment to the Purchase Price, or (ii) terminate this Agreement on such Closing Date. If Seller terminates this Agreement because of the failure to satisfy or waive any such condition precedent all rights and obligations of the parties hereunder to each other shall

end and this Agreement shall be of no further force or effect. In the event of such a termination pursuant to this section, the Earnest Money Deposit shall be retained by Seller (or if not previously disbursed, the Earnest Money Deposit shall be immediately disbursed to Seller).

20. Miscellaneous.

A. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns; and no third party shall have any rights, privileges or other beneficial interest in or under this Agreement. The parties may assign their rights under this agreement but neither party may assign or transfer its obligations under this Agreement without prior written consent of the other except that the Purchaser may assign its rights under this agreement to Hardee County, a political subdivision of the State of Florida, by and through the Hardee County Board of County Commissioners, without further written consent of Seller. Except as stated herein any assignment without written consent shall be void and shall not act to release the assigning party from its obligations hereunder. As used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

B. Broker's Commissions. Seller and Purchaser warrant and represent to each other that no broker or other person expecting or due a fee or commission related to the transaction herein contemplated was involved in this Agreement. Each party shall indemnify the other party against any claim of any broker claiming by, through, or under the indemnifying party. This indemnification clause is not intended nor shall it be construed to waive the Purchaser's rights and immunities or exceed the limitations provided by s. 768.28, Florida Statutes. This warranty and representation shall survive delivery of the Deed and Closing of this transaction.

C. Entire Agreement. This Agreement, including the Exhibit attached hereto, contains the entire Agreement between Seller and Purchaser and all other representations, negotiations and agreements, written and oral, including any letters of intent which pre-date the Effective Date hereof, with respect to the Property or any portion thereof, are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by instrument, in writing, executed by all parties hereto.

D. 1031 Exchange. If Seller wishes to enter into a IRC Section 1031 like-kind exchange with respect to the Property ("Exchange"), the Purchaser agrees to cooperate, including the execution of documents; provided (1) the Purchaser shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

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

F. Mold. Mold is naturally occurring and may cause health risks or damage to property. This Agreement is not contingent upon testing for the existence of toxic mold unless specifically provided.

G. Risk of Loss. Loss or damage to all improvements shall be at the risk of Seller until Closing. In the event of substantial damage to the Property prior to the Closing Date or any condemnation of the Property, the Purchaser may either close this transaction and accept the Seller's interest in the insurance or condemnation proceeds or terminate this Agreement and be entitled to the return of the deposit monies paid by the Purchaser together with all interest earned thereon. For purposes of this Agreement, substantial damage shall mean damage to at least 10% of the Property.

H. Waiver. No waiver hereunder of any condition or breach shall be deemed to be a continuing

waiver or a waiver of any subsequent breach

I. Severability. In case anyone or more provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

J. Florida Contract. This Agreement shall be deemed a Florida contract and construed according to the laws of such state, regardless of whether this Agreement is being executed by any of the parties hereto in other states or otherwise. The proper and exclusive venue for any action concerning this Agreement shall be the Circuit Court in and for Hardee County, Florida. Except as specifically set forth herein, Purchaser does not waive sovereign immunity and Purchaser's liability, if any, is subject to and limited by Section 768.28, Florida Statutes.

K. Time for Acceptance. Any offer or counter-offer made hereunder must be accepted via counter-signature within fifteen (15) days of the date signed by the first party, unless the offer or counter-offer is sooner rescinded. Any offer or counter-offer that is not timely accepted shall be deemed expired and revoked. Seller acknowledges that Purchaser is dependent special district operating under applicable laws of the State of Florida, including Chapter 159, Florida Statutes, and further acknowledges that official acts by Purchaser are authorized by a governing body at duly noticed meetings open to the public. No contract or agreement, whether in writing or verbal, is binding upon Purchaser until reviewed and accepted by the Purchaser's governing body and executed by all parties.

Seller:

Purchaser:

Rajeswari Sonni
RAJESWARI SONNI AS SUCCESSOR
TRUSTEE OF SMALL LOTS LAND TRUST
DATED APRIL 24, 2006

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: _____
Lee Mikell, Chair

Date of execution: 7-4, 2023

Date of execution: _____, 2023

ATTEST:

Name: _____

Exhibit A

DEPICTIONS / DESCRIPTION OF REAL PROPERTY
(Legal description subject to survey and title work)

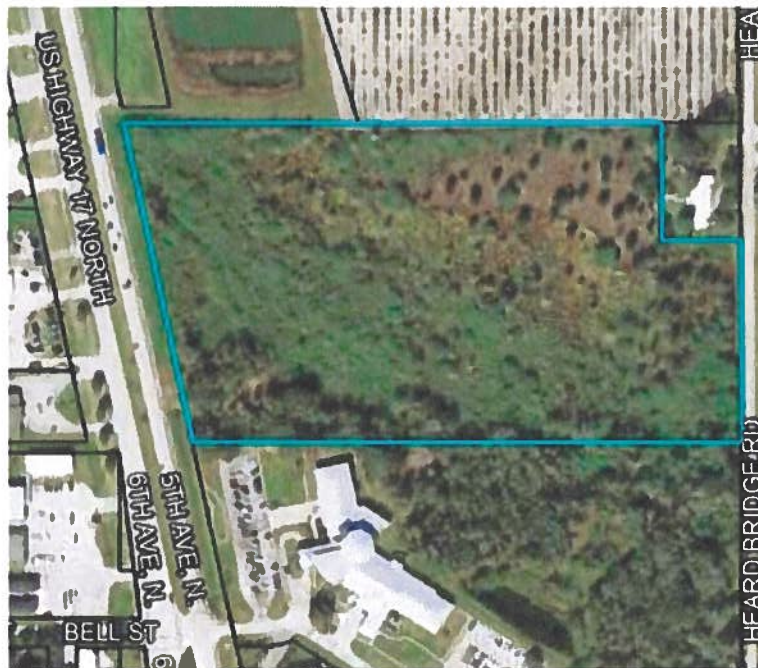
Legal Description:

**The SW 1/4 of the SE 1/4 of the SE 1/4, LESS Railroad right-of-way,
AND The SE 1/4 of the SE 1/4 of the SE 1/4, LESS the North 245.00
feet of the East 190.00 feet thereof and subject to road right of way.
All in Section 33, Township 33 South, Range 25 East, Hardee County,
FL.**

Address: 0 N US Hwy 17, Wauchula, Hardee County, Florida

Parcel ID: 33-33-25-0000-09780-0000

Approximately 17.4 acres



RS

Hardee County Economic Development
Balance Sheet
As of June 30, 2023

	<u>Jun 30, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
Wauchula State Bank	416,900.92
Total Checking/Savings	<u>416,900.92</u>
Total Current Assets	416,900.92
Fixed Assets	
Accum. Depreciation	-11,409.75
Office Equipment	36,707.54
Total Fixed Assets	<u>25,297.79</u>
TOTAL ASSETS	<u>442,198.71</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 · Accounts payable	6,013.73
Total Accounts Payable	<u>6,013.73</u>
Total Current Liabilities	<u>6,013.73</u>
Total Liabilities	6,013.73
Equity	
3010 · Unrestrict (retained earnings)	144,316.53
Net Income	291,868.45
Total Equity	<u>436,184.98</u>
TOTAL LIABILITIES & EQUITY	<u>442,198.71</u>

Hardee County Economic Development
Profit & Loss
June 2023

	<u>Jun 23</u>
Ordinary Income/Expense	
Income	
Rent	1,000.00
Transfer In - IDA	132,337.38
	<hr/>
Total Income	133,337.38
Expense	
023-0 · Life/Health Insurance	10,327.32
025-0 · Payroll Expenses	42,326.98
031-0 · Professional Services	4,513.76
040-0 · Travel	336.72
043-0 · Utilities	796.50
044-0 · Rentals/Leases	4,594.64
045-0 · Insurance	1,531.18
048-0 · Promotional	219.05
051-0 · Office Supplies	1,151.04
052-0 · Operating Supplies	335.86
054-0 · Books, Dues, & Subscriptio...	782.88
8500 · Misc expenses	
8510 · Interest expense - general	68.79
8500 · Misc expenses - Other	0.82
	<hr/>
Total 8500 · Misc expenses	69.61
	<hr/>
Total Expense	66,985.54
	<hr/>
Net Ordinary Income	66,351.84
	<hr/>
Net Income	<u><u>66,351.84</u></u>

Hardee County Industrial Development Authority

Balance Sheet

07/10/23

As of June 30, 2023

Accrual Basis

	Jun 30, 23
ASSETS	
Current Assets	
Checking/Savings	
101009 · WSB Sales (GF)	1,906,426.47
101013 · WSB Mosaic CD	6,132,782.10
101014 · WSB Mosaic Checking	6,490,689.36
Total Checking/Savings	14,529,897.93
Accounts Receivable	
115001 · Accounts Receivable Rental Inc	36,384.68
Total Accounts Receivable	36,384.68
Other Current Assets	
133016 · R. Riverter LOC	132,761.70
Total Other Current Assets	132,761.70
Total Current Assets	14,699,044.31
Fixed Assets	
Land Available for Sale	
161908 · Original Purchase Hwy 62 Pro...	887,943.00
161909 · Original Purchase Park Impro...	16,911.87
161910 · Terrell Property	1,141,500.00
161911 · Original Purchase less props...	-852,300.81
161912 · Contribution of Lot 13B/improv	90,621.74
161913 · Fair value writedown - FYE 20...	-526,600.00
161914 · Fair Value writedown - FYE 20...	-225,000.00
Total Land Available for Sale	533,075.80
Total Fixed Assets	533,075.80
Other Assets	
Due From Other Funds	
140001 · Due from GF	687,581.49
240000 · Due to SR	-687,581.49
Total Due From Other Funds	0.00
Due From Other Governments	
133001 · Due from EDA	207,980.58
133111 · Due from State of Florida	0.42
Total Due From Other Governments	207,981.00
Total Other Assets	207,981.00
TOTAL ASSETS	15,440,101.11
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
220004 · Sales Tax Payable	15,190.37
220012 · Riveter Security Deposit	1,250.00
Total Other Current Liabilities	16,440.37
Total Current Liabilities	16,440.37
Total Liabilities	16,440.37
Equity	
Fund Balance	
3000 · Nonspendable	615,385.83
3001 · Restrcted for Economic Dev Proj	14,383,272.88
3003 · Unassigned	1,913,356.04

Hardee County Industrial Development Authority

Balance Sheet

As of June 30, 2023

	<u>Jun 30, 23</u>
Total Fund Balance	16,912,014.75
32000 - Unrestricted Net Assets	714,919.13
Net Income	<u>-2,203,273.14</u>
Total Equity	15,423,660.74
TOTAL LIABILITIES & EQUITY	<u>15,440,101.11</u>

2:17 PM

07/10/23

Accrual Basis

Hardee County Industrial Development Authority

Profit & Loss by Class

June 2023

	943 S. 6th Ave Overhead (General Fund)	Wauchula Fresh (General Fund)	126 W. Main Overhead (General Fund)	Utilities Study- EDA Grant (General Fund)
Ordinary Income/Expense				
Income				
337500 · EDA Proceeds Gen FD	0.00	0.00	0.00	37,302.50
361100 · Interest Income gen fd	0.00	0.00	0.00	0.00
361101 · Interest income Mosaic accts	0.00	0.00	0.00	0.00
362001 · Rental Income	0.00	8,000.00	0.00	0.00
Total Income	0.00	8,000.00	0.00	37,302.50
Expense				
5193100 · Professional Fees Legal	0.00	0.00	0.00	0.00
5193102 · Professional Fees Enginee...	0.00	0.00	0.00	0.00
5193103 · Professional fees appraisals	2,900.00	0.00	0.00	0.00
5193105 · Professional Fees	0.00	0.00	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00	0.00	0.00
5194301 · Utilities	0.00	0.00	231.53	0.00
519450 · Insurance Expense	321.30	0.00	0.00	0.00
519460 · Repairs and Maintenance GF	0.00	0.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00	0.00
519480 · Advertising	0.00	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00	0.00
6000 · Capital Outlay	0.00	0.00	0.00	0.00
Total Expense	3,221.30	0.00	231.53	0.00
Net Ordinary Income	-3,221.30	8,000.00	-231.53	37,302.50
Other Income/Expense				
Other Income				
Sales Tax Collection Allowance	0.00	26.00	0.00	0.00
Total Other Income	0.00	26.00	0.00	0.00
Net Other Income	0.00	26.00	0.00	0.00
Net Income	-3,221.30	8,026.00	-231.53	37,302.50

Hardee County Industrial Development Authority

Profit & Loss by Class

June 2023

	Phase 2 Expansion- EDA Grant (General Fund)	Florida Job Growth Grant (General Fund)	Administrative (General Fund)	Fla Hospital Overhead (General Fund)
Ordinary Income/Expense				
Income				
337500 · EDA Proceeds Gen FD	1,196.58	0.00	0.00	0.00
361100 · Interest Income gen fd	0.00	0.00	0.00	0.00
361101 · Interest income Mosaic accts	0.00	0.00	0.00	0.00
362001 · Rental Income	0.00	0.00	0.00	0.00
Total Income	1,196.58	0.00	0.00	0.00
Expense				
5193100 · Professional Fees Legal	0.00	0.00	3,045.00	0.00
5193102 · Professional Fees Enginee...	9,285.00	0.00	0.00	0.00
5193103 · Professional fees appraisals	0.00	0.00	0.00	0.00
5193105 · Professional Fees	1,724.00	0.00	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00	0.00	0.00
5194301 · Utilities	0.00	0.00	0.00	0.00
519450 · Insurance Expense	0.00	0.00	0.00	0.00
519460 · Repairs and Maintenance GF	0.00	0.00	0.00	83.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00	0.00
519480 · Advertising	0.00	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00	0.00
6000 · Capital Outlay	0.00	112,500.00	0.00	0.00
Total Expense	11,009.00	112,500.00	3,045.00	83.00
Net Ordinary Income	-9,812.42	-112,500.00	-3,045.00	-83.00
Other Income/Expense				
Other Income				
Sales Tax Collection Allowance	0.00	0.00	0.00	0.00
Total Other Income	0.00	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00	0.00
Net Income	-9,812.42	-112,500.00	-3,045.00	-83.00

Hardee County Industrial Development Authority
Profit & Loss by Class
June 2023

	Incubator Overhead (General Fund)	Mancini Overhead (General Fund)	Property Management (General Fund)	Spec Bldg 1&3 Florikan Rental (General Fund)
Ordinary Income/Expense				
Income				
337500 · EDA Proceeds Gen FD	0.00	0.00	0.00	0.00
361100 · Interest Income gen fd	0.00	0.00	0.00	0.00
361101 · Interest Income Mosaic accts	0.00	0.00	0.00	0.00
362001 · Rental Income	6,016.00	13,037.50	2,268.24	10,872.46
Total Income	6,016.00	13,037.50	2,268.24	10,872.46
Expense				
5193100 · Professional Fees Legal	0.00	0.00	0.00	0.00
5193102 · Professional Fees Enginee...	0.00	0.00	0.00	0.00
5193103 · Professional fees appraisals	0.00	0.00	0.00	0.00
5193105 · Professional Fees	0.00	0.00	0.00	0.00
5193400 · Landscaping and Grounds	850.00	0.00	1,150.00	0.00
5194301 · Utilities	-707.41	0.00	604.26	0.00
519450 · Insurance Expense	0.00	0.00	0.00	0.00
519460 · Repairs and Maintenance GF	2,832.90	0.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00	0.00
519480 · Advertising	0.00	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00	0.00
6000 · Capital Outlay	0.00	0.00	0.00	0.00
Total Expense	2,975.49	0.00	1,754.26	0.00
Net Ordinary Income	3,040.51	13,037.50	513.98	10,872.46
Other Income/Expense				
Other Income				
Sales Tax Collection Allowance	6.08	21.19	1.00	17.67
Total Other Income	6.08	21.19	1.00	17.67
Net Other Income	6.08	21.19	1.00	17.67
Net Income	3,046.59	13,058.69	514.98	10,890.13

Hardee County Industrial Development Authority
Profit & Loss by Class
June 2023

	Spec Building 4 (Kinbro) (General Fund)	Spec Building 5 (2280) (General Fund)	Spec Building 8- Riveter (General Fund)	Spec Building 9- Commerce P... (General Fund)
Ordinary Income/Expense				
Income				
337500 · EDA Proceeds Gen FD	0.00	0.00	0.00	0.00
361100 · Interest Income gen fd	0.00	0.00	0.00	0.00
361101 · Interest income Mosaic accts	0.00	0.00	0.00	0.00
362001 · Rental Income	0.00	13,241.75	0.00	0.00
Total Income	0.00	13,241.75	0.00	0.00
Expense				
5193100 · Professional Fees Legal	0.00	0.00	0.00	0.00
5193102 · Professional Fees Enginee...	0.00	0.00	0.00	0.00
5193103 · Professional fees appraisals	0.00	0.00	0.00	0.00
5193105 · Professional Fees	0.00	0.00	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00	0.00	0.00
5194301 · Utilities	0.00	0.00	793.61	0.00
519450 · Insurance Expense	45,332.49	0.00	0.00	0.00
519460 · Repairs and Maintenance GF	0.00	0.00	1,200.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00	0.00
519480 · Advertising	0.00	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00	0.00
6000 · Capital Outlay	0.00	0.00	0.00	17,490.00
Total Expense	45,332.49	0.00	1,993.61	17,490.00
Net Ordinary Income	-45,332.49	13,241.75	-1,993.61	-17,490.00
Other Income/Expense				
Other Income				
Sales Tax Collection Allowance	0.00	21.52	0.00	0.00
Total Other Income	0.00	21.52	0.00	0.00
Net Other Income	0.00	21.52	0.00	0.00
Net Income	-45,332.49	13,263.27	-1,993.61	-17,490.00

Hardee County Industrial Development Authority

Profit & Loss by Class

June 2023

	Spec Bldg 10 (Mach Connectio... (General Fund)	Spec Building 11- 62 Warehouse (General Fund)	Winn Dixie Property - GF (General Fund)	General Fund - Other (General Fund)
Ordinary Income/Expense				
Income				
337500 · EDA Proceeds Gen FD	0.00	0.00	0.00	0.00
361100 · Interest Income gen fd	0.00	0.00	0.00	4,874.24
361101 · Interest Income Mosaic accts	0.00	0.00	0.00	0.00
362001 · Rental Income	7,365.99	0.00	8,750.00	0.00
Total Income	7,365.99	0.00	8,750.00	4,874.24
Expense				
5193100 · Professional Fees Legal	0.00	0.00	0.00	0.00
5193102 · Professional Fees Enginee...	0.00	0.00	0.00	0.00
5193103 · Professional fees appraisals	0.00	0.00	0.00	975.00
5193105 · Professional Fees	0.00	0.00	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00	1,150.00	0.00
5194301 · Utilities	0.00	0.00	0.00	0.00
519450 · Insurance Expense	30,532.75	5,347.45	0.00	0.00
519460 · Repairs and Maintenance GF	0.00	0.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00	0.00
519480 · Advertising	0.00	0.00	0.00	68.00
519840 · Grant expenses	0.00	0.00	0.00	0.00
6000 · Capital Outlay	0.00	0.00	0.00	0.00
Total Expense	30,532.75	5,347.45	1,150.00	1,043.00
Net Ordinary Income	-23,166.76	-5,347.45	7,600.00	3,831.24
Other Income/Expense				
Other Income				
Sales Tax Collection Allowance	11.97	0.00	14.22	0.00
Total Other Income	11.97	0.00	14.22	0.00
Net Other Income	11.97	0.00	14.22	0.00
Net Income	-23,154.79	-5,347.45	7,614.22	3,831.24

Hardee County Industrial Development Authority
Profit & Loss by Class
 June 2023

	Total General Fund	Spec Bldg 12- Lot 2 (Special Revenue)	Ag Test Plot (Special Revenue)	IDA Marketing Program (Special Revenue)
Ordinary Income/Expense				
Income				
337500 · EDA Proceeds Gen FD	38,499.08	0.00	0.00	0.00
361100 · Interest Income gen fd	4,874.24	0.00	0.00	0.00
361101 · Interest Income Mosaic accts	0.00	0.00	0.00	0.00
362001 · Rental Income	69,551.94	0.00	0.00	0.00
Total Income	112,925.26	0.00	0.00	0.00
Expense				
5193100 · Professional Fees Legal	3,045.00	0.00	0.00	0.00
5193102 · Professional Fees Enginee...	9,285.00	0.00	0.00	0.00
5193103 · Professional fees appraisals	3,875.00	0.00	0.00	0.00
5193105 · Professional Fees	1,724.00	0.00	0.00	8,080.00
5193400 · Landscaping and Grounds	3,150.00	0.00	0.00	0.00
5194301 · Utilities	921.99	0.00	101.00	0.00
519450 · Insurance Expense	81,533.99	0.00	0.00	0.00
519460 · Repairs and Maintenance GF	4,115.90	0.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	1,859.84	0.00
519480 · Advertising	68.00	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00	7,000.00
6000 · Capital Outlay	129,990.00	29,554.00	0.00	0.00
Total Expense	237,708.88	29,554.00	1,960.84	15,080.00
Net Ordinary Income	-124,783.62	-29,554.00	-1,960.84	-15,080.00
Other Income/Expense				
Other Income				
Sales Tax Collection Allowance	119.65	0.00	0.00	0.00
Total Other Income	119.65	0.00	0.00	0.00
Net Other Income	119.65	0.00	0.00	0.00
Net Income	-124,663.97	-29,554.00	-1,960.84	-15,080.00

Hardee County Industrial Development Authority
Profit & Loss by Class
June 2023

	Spec Building 8- Riveter (Special Revenue)	Special Revenue - Other (Special Revenue)	Total Special Revenue	TOTAL
Ordinary Income/Expense				
Income				
337500 · EDA Proceeds Gen FD	0.00	0.00	0.00	38,499.08
361100 · Interest Income gen fd	0.00	0.00	0.00	4,874.24
361101 · Interest Income Mosaic accts	0.00	16,510.21	16,510.21	16,510.21
362001 · Rental Income	0.00	0.00	0.00	69,551.94
Total Income	0.00	16,510.21	16,510.21	129,435.47
Expense				
5193100 · Professional Fees Legal	0.00	0.00	0.00	3,045.00
5193102 · Professional Fees Enginee...	0.00	0.00	0.00	9,285.00
5193103 · Professional fees appraisals	0.00	0.00	0.00	3,875.00
5193105 · Professional Fees	0.00	0.00	8,080.00	9,804.00
5193400 · Landscaping and Grounds	0.00	0.00	0.00	3,150.00
5194301 · Utilities	0.00	0.00	101.00	1,022.99
519450 · Insurance Expense	0.00	0.00	0.00	81,533.99
519460 · Repairs and Maintenance GF	0.00	0.00	0.00	4,115.90
5194601 · Repairs and Maintenance	0.00	0.00	1,859.84	1,859.84
519480 · Advertising	0.00	0.00	0.00	68.00
519840 · Grant expenses	0.00	0.00	7,000.00	7,000.00
6000 · Capital Outlay	82,430.15	0.00	111,984.15	241,974.15
Total Expense	82,430.15	0.00	129,024.99	366,733.87
Net Ordinary Income	-82,430.15	16,510.21	-112,514.78	-237,298.40
Other Income/Expense				
Other Income				
Sales Tax Collection Allowance	0.00	0.00	0.00	119.65
Total Other Income	0.00	0.00	0.00	119.65
Net Other Income	0.00	0.00	0.00	119.65
Net Income	-82,430.15	16,510.21	-112,514.78	-237,178.75

Hardee County Industrial Development Authority

Profit & Loss

07/10/23

June 2023

Accrual Basis

	<u>Jun 23</u>
Ordinary Income/Expense	
Income	
337500 · EDA Proceeds Gen FD	38,499.08
361100 · Interest Income gen fd	4,874.24
361101 · Interest income Mosaic accts	16,510.21
362001 · Rental Income	<u>69,551.94</u>
Total Income	129,435.47
Expense	
5193100 · Professional Fees Legal	3,045.00
5193102 · Professional Fees Engineering	9,285.00
5193103 · Professional fees appraisals	3,875.00
5193105 · Professional Fees	9,804.00
5193400 · Landscaping and Grounds	3,150.00
5194301 · Utilities	1,022.99
519450 · Insurance Expense	81,533.99
519460 · Repairs and Maintenance GF	4,115.90
5194601 · Repairs and Maintenance	1,859.84
519480 · Advertising	68.00
519840 · Grant expenses	7,000.00
6000 · Capital Outlay	<u>241,974.15</u>
Total Expense	366,733.87
Net Ordinary Income	-237,298.40
Other Income/Expense	
Other Income	
Sales Tax Collection Allowance	<u>119.65</u>
Total Other Income	119.65
Net Other Income	<u>119.65</u>
Net Income	<u><u>-237,178.75</u></u>

Hardee County Industrial Development Authority

Balance Sheet

As of June 30, 2023

	<u>Jun 30, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
Ona Mine- Mosaic	9,172,449.41
Total Checking/Savings	9,172,449.41
Other Current Assets	
Rent receivable	279,954.60
Total Other Current Assets	279,954.60
Total Current Assets	9,452,404.01
TOTAL ASSETS	<u>9,452,404.01</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accounts Payable	20,545.53
Deferred Inflow	205,990.71
Sales Tax Payable	2,957.30
Total Other Current Liabilities	229,493.54
Total Current Liabilities	229,493.54
Total Liabilities	229,493.54
Equity	
Retained Earnings	7,030,382.60
Net Income	2,192,527.87
Total Equity	9,222,910.47
TOTAL LIABILITIES & EQUITY	<u>9,452,404.01</u>

Hardee County Industrial Development Authority

Profit & Loss

07/10/23

June 2023

Accrual Basis

	Jun 23
Ordinary Income/Expense	
Income	
Interest Income	24,369.17
Rental Income	22,056.23
Total Income	46,425.40
Expense	
Bank Service Charges	25.00
Capital Outlay	711,419.82
Grant Expenditures	
Administrative Funds	
Transfer Out- EDC	132,337.38
Total Administrative Funds	132,337.38
Hardee Co. Education Foundat...	6,213.44
Total Grant Expenditures	138,550.82
Insurance Expense	5,017.95
Total Expense	855,013.59
Net Ordinary Income	-808,588.19
Other Income/Expense	
Other Income	
Sales Tax Collection Allowance	30.00
Total Other Income	30.00
Net Other Income	30.00
Net Income	-808,558.19

Hardee County Industrial Development Authority
Profit & Loss by Class
June 2023

	Gen Economic Dev Fd	Workforce Dev Fund	TOTAL
Ordinary Income/Expense			
Income			
Interest Income	24,369.17	0.00	24,369.17
Rental Income	22,056.23	0.00	22,056.23
Total Income	46,425.40	0.00	46,425.40
Expense			
Bank Service Charges	25.00	0.00	25.00
Capital Outlay	711,419.82	0.00	711,419.82
Grant Expenditures			
Administrative Funds			
Transfer Out- EDC	132,337.38	0.00	132,337.38
Total Administrative Funds	132,337.38	0.00	132,337.38
Hardee Co. Education Foundat...	0.00	6,213.44	6,213.44
Total Grant Expenditures	132,337.38	6,213.44	138,550.82
Insurance Expense	5,017.95	0.00	5,017.95
Total Expense	848,800.15	6,213.44	855,013.59
Net Ordinary Income	-802,374.75	-6,213.44	-808,588.19
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	30.00	0.00	30.00
Total Other Income	30.00	0.00	30.00
Net Other Income	30.00	0.00	30.00
Net Income	-802,344.75	-6,213.44	-808,558.19