

## REAL PROPERTY DEDICATION AGREEMENT

This Real Property Dedication Agreement, ("Agreement") is made and entered into this \_\_\_\_\_ day of September, 2024, between LEA Legacy Properties, LLC, a Florida limited liability company, authorized to do business in the State of Florida, whose address is 1026 East Highland Drive, Lakeland, Florida 33813, ("LEA"), and the CITY OF HAINES CITY, FLORIDA, a municipal corporation duly enacted under the laws of the State of Florida, whose address is 620 East Main Street, Haines City, FL 33844 (the "CITY").

WHEREAS, LEA owns that certain real property' described on Exhibit A attached hereto (the "Real Property"), and

WHEREAS, LEA proposes to dedicate the Real Property to the CITY; and

WHEREAS, the CITY has the power and authority to receive and hold real property within the city limits for the use of public parks pursuant to Section 1.01, Charter of the City of Haines City;

WHEREAS, the CITY and LEA have determined that the proposed dedication of the Real Property contemplated by this Agreement meets the objectives of the City's future parks and recreational facilities plans; and

WHEREAS, the CITY and LEA wish to formalize an agreement whereby LEA will dedicate the Real Property to the CITY and the CITY will establish the fair market value of the Real Property to be dedicated to the CITY.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated into the substantive body of this Agreement.
2. The parties hereby agree that LEA shall dedicate the Real Property to the CITY on the terms and conditions set forth in this Agreement.
3. Dedication of Real Property. The dedication of the Real Property contemplated by this Agreement shall be consummated on the date that is five (5) days following the completion of the Due Diligence Period (as hereinafter defined) (the "Closing Date"). In the event the Closing Date specified is not a business day, the Closing shall be held on the business day next following such date. All Closing expenses incurred by LEA or the CITY with respect to this Agreement, including, but not limited to attorneys' fees of LEA or the CITY, shall be borne and paid exclusively by the CITY, without reimbursement. Real property taxes on the Real Property shall be paid by the CITY. Any documentary tax arising out of the conveyance of the Property, the premium for the title policy and any other fees and charges shall be paid by the CITY.

4. Fair Market Value of the Real Property. LEA and the CITY agree that the fair market value of the Real Property is Twenty-Seven Thousand, One Hundred Sixty-Two Dollars (\$27,162).

5. Title to Dedication Property. The dedication from LEA to the CITY shall be by a warranty deed. On or before the Closing Date, the CITY, at the CITY's expense, shall order a survey of the Dedication Property and obtain a title commitment for the Real Property. CITY shall examine the title commitment and deliver to LEA a written statement of any objections to title. If LEA is unable or unwilling to satisfy all of the stated title objections by the Closing Date, the CITY may either (a) waive the title objections and proceed to Closing, or (b) terminate this Agreement, in which case, LEA and CITY shall have no further rights, obligations or duties hereunder.

6. Inspections.

a. Access. Subject to the terms and conditions set forth herein, the CITY shall have the right and shall be entitled to enter upon the Real Property, at reasonable times beginning on the date first written above (the "Effective Date") and ending thirty (30) days from the Effective Date (the "Due Diligence Period"), at the CITY's sole cost and expense, to inspect the Real Property and to determine the feasibility of accepting the dedication from LEA.

b. Testing. The CITY shall not perform any inspections or tests requiring invasive methods, including, without limitation, the collection of soil, groundwater or other environmental LEAs (collectively "Invasive Testing") without the prior written consent of LEA. If LEA disapproves and does not allow any Invasive Testing proposed by the CITY, then either party shall have the right to terminate this Agreement and neither party shall have any further rights, obligations or commitments under this Agreement.

c. Restoration and repair. The CITY shall fully and completely repair and restore the Real Property in the event of any damage whatsoever caused by the CITY, CITY's agents or consultants during the pendency of this Agreement. To the extent permitted by law, the CITY hereby indemnifies and holds harmless from and against any loss, damage, injury, claim or cause of action the CITY may suffer or incur as a result of the CITY's inspections of the Real Property.

7. DEVELOPER's Representations and Warranties. The DEVELOPER hereby warrants and represents to the CITY, as of the date hereof and as of the Closing Date, as follows:

a. LEA is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

b. This Agreement has been duly authorized by all necessary action on the part of LEA, has been duly executed and delivered by LEA, constitutes the valid and binding agreement of LEA and is enforceable in accordance with its terms. To LEA's knowledge, there is no other person or entity who has an ownership interest in the Real Property or whose consent if required in connection with LEA's performance of its obligations hereunder. The person executing this Agreement on behalf of LEA has the authority to do so.

c. The execution and delivery of, and the performance by LEA of its obligations under this Agreement will not contravene, or constitute a default under any provision of applicable law or

regulation, the LEA's organizational documents or any agreement, judgment, injunction, order, decree or other instrument binding upon LEA or to which the Real Property is subject.

8. CITY's Representations and Warranties. The CITY hereby warrants and represents to LEA, as of the date hereof and as of the Closing Date, as follows:

a. The CITY is a Florida municipal corporation validly existing under the laws of the State of Florida.

b. This Agreement has been duly authorized by all necessary action on the part of the CITY, has been duly executed and delivered by the CITY, constitutes the valid and binding agreement of the CITY and is enforceable in accordance with its terms. There is no other person or entity whose consent is required in connection with the CITY's performance of its obligations hereunder. The person executing this Agreement on behalf of the CITY has the authority to do so.

c. The CITY represents and warrants that as of the Closing it shall have inspected the Real Property, conducted such investigation and study on and of the Real Property as it deems necessary, and hereby covenants and agrees to waive any and all objections to or complaints about the physical or environmental characteristics and conditions or the Real Property.

9. Pre-Suit Mediation. Disputes arising under this Agreement must first be mediated by a Florida Supreme Court-certified Civil Mediator in accordance with Chapter 44, Florida Statutes. The parties agree that the mediation shall occur within thirty (30) days of the date mediation is requested by either party. The Mediator shall be agreed upon, but if the parties are unwilling or unable to agree, the parties agree that a Civil Mediator from Central Florida Mediation Group, LLC shall be selected by striking names from the mediators in that Group. The parties agree to mediate in good faith, be bound by the Mediation Agreement (if any), pay Mediator fees promptly and share them on an equal basis unless otherwise agreed upon by the parties. Litigation may not be commenced until after mediation has been (i) declared an impasse by the Mediator, or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the Mediation Confidentiality and Privilege Act (Section 44.403, Florida Statutes) shall apply to any such pre-suit mediation. Litigation and Attorney's Fees. In the event any party to this Agreement should bring suit to enforce or interpret any provision hereof, the predominantly prevailing party shall be entitled to recover reasonable attorney's fees, paralegal's fees, and costs incurred, whether the same be incurred in litigation at the trial level, or upon appeal.

10. Termination. This Agreement may be terminated by mutual consent of the parties hereto or upon default as described in Paragraph 11, below. Upon termination, the parties shall have no further obligation under this Agreement.

11. Defaults. Failure by either party to comply with or perform any of the terms, conditions, covenants, agreements or obligations contained in this Agreement to be performed by each of them respectively, shall constitute a default under this Agreement, and (i) if such default is not cured or remedied within sixty (60) days after the non-defaulting party provides written notice to the defaulting party specifying with particularity the nature of such default, or (ii) if such default

cannot be reasonably cured or remedied within such sixty (60) day period, the defaulting party fails to commence to cure or remedy the default within such sixty (60) day period and thereafter fails to diligently and expeditiously pursue such cure or remedy, the non-defaulting party, in its sole discretion, shall be entitled to exercise any and all rights and remedies available to it under this Agreement, at law and in' equity, including without limitation, the right to terminate this Agreement by providing ten business (10) days written notice to the defaulting party of such termination. Upon termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

13. Severability. The invalidity or unenforceability of any term of provision of this Agreement or the non-applicability of any such term or provision to any person or circumstance shall not impair or affect the Agreement.

14. Entire Agreement. This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof. None of the terms and provisions hereof may be amended, supplement, waived or changed orally, but only by a writing signed by each of the parties hereto.

15. Controlling Laws. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CITY now in effect and those hereinafter adopted.

16. No Waiver. This Agreement does not, in any way, constitute a waiver of the City's regulatory authority or the application of CITY Code, or any other applicable law, rule or regulation.

17. Effective Date. This Agreement shall become effective on the date of full and complete execution by the parties hereto.

In witness whereof, this agreement has been duly executed by the parties as of the day and year first above written.

[Remainder of page intentionally blank]

**CITY OF HAINES CITY, FLORIDA, a  
municipal corporation**

ATTEST:

APPROVED:

\_\_\_\_\_  
Sharon Lauther, MMC, City Clerk

\_\_\_\_\_  
Omar Arroyo, Mayor-Commissioner

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Fred Reilly, City Attorney

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Omar Arroyo and Sharon Lauther on behalf of the City of Haines City, a Florida municipal corporation. They are personally known to me or who have produced \_\_\_\_\_ as identification and who [ ] did [ ] did not take an oath.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name Typed or Printed

Signed, sealed and delivered  
In the presence of:

**LEA Legacy Properties, LLC, a  
Florida limited liability company**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name:  
Title: Manager  
Date: \_\_\_\_\_, 2024

\_\_\_\_\_  
Print Name: \_\_\_\_\_

[CORPORATE SEAL]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as Manager of LEA Legacy Properties, LLC, a Florida limited liability company, authorized to do business in the State of Florida, on behalf of the company, He is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Name of Acknowledger Typed, Printed or Stamped

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any.

**EXHIBT A**  
**PROPERTY**

**Parcel ID No. 27-27-28-775000-001040**

**Lots 4 and 5, Block 1, PINNER'S ADDITION TO HAINES CITY, according to the map or plat thereof as recorded in Plat Book 6, Page 27, Public Records of Polk County, Florida.**