



AB

Meeting Notice

Orlando City Hall, Veterans Conference Room, 2nd Floor at 3:00PM

Welcome,

We are glad you have joined us for the June 25, 2025, Community Redevelopment Agency Advisory Board meeting. If you are not on the agenda and would like to speak at the meeting and address the Board, please fill out an appearance request form and hand it to the Board Secretary. The Board is pleased to hear all non-repetitive public comment. Large groups are requested to name a spokesperson. When you are recognized, state your name and address, direct all your remarks to the Board and limit your comments to 3 minutes per item or as set during the meeting.

Written public comment must include your name, address, phone number, and topic. Comments are limited to a maximum of 700 words per item. To submit written public comment, select one of the following options: (1) complete an online comment form on orlando.gov/publiccomments, (2) email to publiccomments@orlando.gov, (3) mail to City Clerk, Public Comment 400 South Orange Avenue, Orlando, FL, 32801, or (4) drop off to the 1st floor Security Station at City Hall. Written public comments received 24 hours in advance of the meeting are distributed to the Board and attached to the related agenda item for public viewing.

Note: Comments that do not include the required information will not be distributed or attached to the agenda. All comments received are public record.

Agenda

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes
 - A. April 23, 2025 – CRA Advisory Board Meeting
4. Public Comment
5. New Business
 - A. Amendment Three to Contract with Simple Solutions Exterior Cleaning LLC d/b/a We Hang Christmas Lights – Chelsey Parrish, Special Events Coordinator
 - B. Art² A La Cart Management Agreement – Justin Eason, Assistant Director
 - C. Art² Mural License Agreement – Justin Eason, Assistant Director
6. Date of Next Meeting
7. Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Community Redevelopment Agency Advisory Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251.

Downtown Development Board/Community Redevelopment Agency Advisory Board
Orlando City Hall, 6th Floor, 400 South Orange Ave, P.O. Box 4990, Orlando, FL 32802
Phone: (407)-246-2555 www.downtownorlando.com

Memorandum

To Eugene Jones, Chairman
Kimberly Stewart, Vice Chair
Rachel Moalli
Steve Garrity
Jason Chin
Kelly Martinez-Semrad, Orange County Commissioner

From David Barilla, Executive Director of the Downtown Development Board/Community Redevelopment Agency

Date June 25, 2025

Subject Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for Wednesday, June 25, 2025

Approval of Minutes

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the April 23, 2025, Community Redevelopment Agency Advisory Board Meeting.

Public Comment**New Business**

A. Amendment Three to Contract with Simple Solutions Exterior Cleaning LLC d/b/a We Hang Christmas Lights
Chelsey Parrish, Special Events Coordinator

The Downtown Orlando Holiday Décor and Lighting Services program has grown significantly since its launch. Initially focused on a coordinated décor and lighting approach at Lake Eola Park, the program has become an important seasonal initiative that enhances the public realm, supports downtown activation, and attracts both residents and visitors. The program also advances broader Redevelopment Plan goals related to lighting, beautification, placemaking, and economic vitality, while aligning with the Plan goals to support major cultural and signature events in Downtown.

The CRA entered into a contract (Contract) last year with Simple Solutions Exterior Cleaning LLC, d/b/a We Hang Christmas Lights, Inc., the vendor selected through RFP24-0252, to provide the holiday décor and lighting services in Downtown Orlando. This third amendment to the Contract is intended to expand the program's footprint and visual impact by incorporating additional décor elements and enhanced lighting treatments in other areas of the Downtown CRA Area, and logistical support for key installations for Downtown for the Holidays.

Under the proposed amendment, We Hang Christmas Lights will be responsible for the following additions to the existing scope of services:

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- Installation and breakdown of the 64-foot holiday tree
- Storage of the holiday tree and related elements during the off-season
- Installation of RGB flood lights at designated locations
- Wrapping of trees with holiday lighting along key corridors and in pocket parks
- Installation of additional themed holiday décor throughout Downtown and in public open spaces.

These enhancements are designed to further unify Downtown's holiday aesthetic, expand public interaction opportunities and ensure visual appeal. The additional elements also support increased pedestrian activity and social media engagement, while allowing for flexibility and innovation in holiday design.

The cost for the work contemplated in the Amendment is \$167,240.00

Staff requests that the CRA Advisory Board recommend to the CRA approval of Amendment Three to Contract, subject to review and approval of the City Attorney's Office, and authorization for the Chief Procurement Officer to execute the Amendment on behalf of the CRA.

B. Art² A La Cart Management Agreement

Justin Eason, Assistant Director

Art2 is an urban pocket park located at the southwest corner of Orange Avenue and Robinson Street. The site features a two-story container structure that will include a café, while the remaining park area will provide space for food trucks, green space for activities, and a transformative mural. Art2 was developed to help achieve goals outlined in the Downtown Orlando Community Redevelopment Area Plan (Redevelopment Plan) to create and enhance open spaces and to activate vacant and underutilized areas. The project is nearing completion and is anticipated to open to the public later this year. In preparation for the park opening, the proposed agreement with A La Cart Management LLC (A La Cart) provides the terms under which A La Cart would operate and manage Art2.

A La Cart currently provides Orlando with a social dining experience featuring a variety of street food offerings at two existing locations. Each location features multiple mobile food vendors as well as a beverage bar. This experience uniquely positions them to function as the operator for Art2 park.

Pursuant to the terms of the Management Agreement, A La Cart will operate and staff Art2 each day between the hours of 7:00am and 10:00pm Sunday through Thursday and 7:00am to 11:00pm on Fridays and Saturdays. This agreement requires the operation of a minimum of two mobile food vendors with at least one vendor rotating quarterly. A La Cart is required to conduct daily and routine maintenance of the park. A La Cart will procure \$34,313.19 worth of additional café equipment fixtures necessary for their operation of the park, for which the CRA will reimburse A La Cart. This contract is effective for two years from the park opening date and may be renewed for up to three additional one-year periods.

Persons wishing to appeal any decision made with respect to any matter considered at the Community Redevelopment Agency Advisory Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251.

Staff requests that the CRA Advisory Board recommend to the CRA approval of the Management Agreement with A La Cart Management LLC, subject to review and approval of the City Attorney's Office, and authorization for the Chairman and Executive Director to execute the Agreement.

C. Art² Mural License Agreement

Justin Eason, Assistant Director

Art2 is an urban pocket park located at the southwest corner of Orange Avenue and Robinson Street. The site features a two-story container structure that will include a café, while the remaining park area will provide space for food trucks, green space for activities and a transformative mural. Art2 was developed to help achieve goals outlined in the Downtown Orlando Community Redevelopment Area Plan (Redevelopment Plan) to create and enhance open spaces and to activate vacant and underutilized areas. The project is nearing completion and is anticipated to open to the public later this year.

A prominent element of Art2 is a proposed 28 ft. by 55 ft. mural that celebrates the 150th anniversary of the City of Orlando and reflects the spirit of the space. The proposed License Agreement with Sentinel Capital North Orange LLC grants the CRA permission to utilize a portion of the north facing wall of the Seacoast Bank Tower building, located at 250 N Orange Ave, for installation of the mural.

Staff requests that the CRA Advisory Board recommend to the CRA approval of the License Agreement with Sentinel Capital North Orange LLC, subject to review and approval by the City's Attorney's Office, and authorization for the Chairman and Executive Director to execute the Agreement.

Date of Next Meeting

The next Community Redevelopment Agency Advisory Board Meeting will be held Wednesday, July 23, 2025, at 3:00PM in the Veterans Conference Room.

Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Community Redevelopment Agency Advisory Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251.

CANDY LAND

GLITZ & GLAM WHIMSICAL

MODERN BOTANICAL

SANTA TRADITIONAL

ORLANDO CUSTOM

CANDY CANE

FROZEN ARCTIC

WORLD OF ORNAMENTS & PRESENTS

STARY NIGHT

RECIPIENT:

City of Orlando: Community Redevelopment Agency

400 South Orange Ave
Orlando, FL 32801
Phone: 407 883 0523

Quote #4544

Sent on _____

Total

\$167,240.00

SERVICE ADDRESS:

512 East Washington Street
Orlando, Florida 32801

Product/Service	Description	Qty.	Unit Price	Total
64' RGB Tower Tree	<p>Tree Installation/ Removal: INSTALLED BY THANKSGIVING</p> <p>-Build tree frame, install wiring, tree topper, greenery panels, RGB pixels, controllers for RGBS, run ethernet cabling to sound booth, run aircraft cable to weight ballasts.</p> <p>-Estimated install time frame for 2025: TBD</p> <p>-Includes providing a laptop and programming for up to 6 songs/ light show schedule. WHCL will own this laptop and the rights to the songs/ light show.</p> <p>Maintenance: This includes every 3 day inspection, 24 hour response time, on call tech support.</p> <p>This also includes: rental fees for 80' and 60' boom lifts for install and 80' boom lift for removal, logistics for trailers for install/removal.</p>	1	\$54,700.00	\$54,700.00
Storage	<p>Store City-Owned 64-foot Christmas Tree and all its components</p> <p>-(2) 53-inch Light-Resistant Dry Van Trailers in a Fenced/Secured Lot.</p> <p>Storage Dates: Janaury 2026-December 2026</p> <p>When the City is ready to take possession of the tree, we will deliver the tree to a CRA designated location. The City will be responsible for unloading and moving to where it will be stored from there.</p> <p>If the City needs WHCL to store the tree outside of the agreed storage dates, we will store it on a month to month basis for \$1050.00/ month.</p>	1	\$9,440.00	\$9,440.00

We Hang Christmas Lights

4280 Church St. Ste 1556 | Sanford, FL 32771

407 501 7999 | wehangchristmaslightsorlando@gmail.com | wehangchristmaslightsfl.com

Product/Service	Description	Qty.	Unit Price	Total
Tree Install/ Removal	<p>Install a new 18ft Lit decor tree in the center round a bout infront of 54 West/ 55 West.</p> <p>This will be a custom designed tree that will be leased to the city. EXACT TREE TBD</p> <p>THIS IS TO REPLACE THE CURRENT TREE THAT IS SHOWING AGE AND NEEDS REFURBISHED OR REPLACED.</p>	1	\$8,000.00	\$8,000.00
Decor Services	<p>Install, maintain, remove decor pieces: These are items that are outside of the original RFP and offered with a bulk discount.</p> <p>-See Inventory list for items- 30 decor pieces</p> <p>-Locations: Lake Eola Park, City Hall, Duncan Park, Heritage Square, 54 West, etc</p>	1	\$45,200.00	\$45,200.00
Tree Wrap- Basic	<p>LED 5mm Mini Lights (PURE WHITE)</p> <p>Locations: (these were not included in the RFP)</p> <p>-City Hall: 6 palms out front, 4 oak trees (272 strands)</p> <p>-Boone Ave: 24 palms (408 strands)</p> <p>-Heritage Park: Roughly 50 cypress trees scattered throughout park (250 strands)</p> <p>-Orange Ave: (E. Central to E. Robinson) (420 strands)</p>	1400	\$22.25	\$31,150.00
RGB Flood Light: 2024 Add On	<p>LED 50w RGB Flood Light- Set to solid colors to light up the canopies of palms/ trees or walkways</p> <p>Locations:</p> <p>-Heritage Park: Place roughly 60 RGBs to light up the tree canopies</p> <p>-Promenade Bridge at Lake Eola: Place roughly 60 RGBs along the railing to light up the walkway</p>	120	\$50.00	\$6,000.00

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Product/Service	Description	Qty.	Unit Price	Total
Discover Orlando: 2024 Interior Add On	<p>The following decor will be installed inside of Discover Orlando:</p> <p>Interior Tree- 9ft Interior Christmas Tree- 9ft with LED 5mm mini lights -Fully decorated with blue/ silver ornaments and trimmings -Location: Infront of the "Project 2.0" wall</p> <p>Garland LED Lit Commercial Grade Garland 9 ft by 14 in -2 strands -Fully decorated with blue/ silver ornaments and trimmings to match the tree -Installed on top of the TV board</p> <p>Mini Lights Install 5mm 4" mini lights on the faux beam using roughly 6 inch spacing -Roughly 40 strands</p> <p>Interior Tree- 6ft Interior Christmas Tree- 6ft with LED 5mm mini lights -Fully decorated with blue/ silver ornaments and trimmings</p>	1	\$7,700.00	\$7,700.00
Holiday House Garland 2025 Add On	<p>Decorate the trim/ roofline of the holiday houses (10 total) which is 8' x 10'. We estimate to use 5 strands of garland per holiday house.</p> <p>Garland is 14" x 9' with warm white LED lights.</p>	50	\$101.00	\$5,050.00
2025 Additional Items:	<p>These are new add ones for 2025 - we will add the following items to the display at no charge:</p> <p>-Additional tree wraps for new Grinch's area: Wrap additional trees (75 strands) in this area -Additional lighting placed on train fencing: Install mini lights around the metal fencing -New decor piece for the Grinch's area: -Custom garland or santa hat for the swan boats</p>	1	\$0.00	\$0.00
			Total	\$167,240.00

Signature: _____ Date: _____

ITEM:	LOCATION
3D Snowman	Wall Street
6.5 Ft. Majestic Ornament	TBD
Enchanted Ornament	Pocket Park: Art2
(2) 2D Star	Starry Night
Enchanted Blue Ornament	Pocket Park: Mural
Silly Elf in Gift Box	Lake Eola: Train Area
Silly Elf Legs in Gift Box	Lake Eola: Train Area
2D 9 Ft. Giftbox	Lake Eola: Santa Traditional
6 ft. Majestic Star	Lake Eola: Glitz and Glam
6 Ft. Gold Gift Box with Spangles	Lake Eola: Glitz and Glam
6 Ft Majestic Star	Lake Eola: Glitz and Glam
Sit in Sleigh with Deer	Lake Eola: Glitz and Glam
Snowflake Walk Thru	Lake Eola: Frozen Arctic
Three Gold out of ground giftbox	Lake Eola: Filler Item
Three Gold out of ground giftbox	Lake Eola: Filler Item
Three Gold out of ground giftbox	Lake Eola: Filler Item
3D Rudolph	Lake Eola: Filler Item
3D 10 Ft. Santa	Lake Eola: Eola House
Gingerbread	Lake Eola: Candy Land
6.3 Ft. Majestic Red Candy Cane	Lake Eola: Candy Cane
6.3 Ft. Majestic Red Candy Cane	Lake Eola: Candy Cane
8 Ft. Green 3D Ornament	Heritage Park
8 ft. Blue 3D Ornament	Heritage Park
5Ft. Red 3D Ornament	Heritage Park
3D Starburst	Duncan Park
6.5 Ft. Majestic Gift Box	City Hall
Heart of Christmas Ornament	City Hall
Majestic Bell	City Hall
Walk Thru Sit in Ornament	55 West Plaza

AMENDMENT THREE TO CONTRACT

THIS THIRD AMENDMENT TO CONTRACT (“Amendment”), effective as of the day of _____, 2025, is made by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO** (“CRA”), an entity created pursuant to Part III of Chapter 163, Florida Statutes, and **SIMPLE SOLUTIONS EXTERIOR CLEANING LLC**, d/b/a We Hang Christmas Lights, a Florida limited liability company, ("Contractor").

W I T N E S S E T H:

WHEREAS, the CRA and Contractor entered into a Contract effective June 26, 2024 (“Contract”), whereby Contractor leases holiday décor and lighting to the CRA and provides related services within certain locations in the Downtown Orlando Community Redevelopment Area; and

WHEREAS, for the 2024 holiday season, the parties amended the Contract to include the refurbishment and installation, removal, and storage services for a 64-foot holiday tree (“Tree”) that was previously purchased and currently owned by the CRA and not leased from Contractor; and

WHEREAS, for the 2024 holiday season, the parties amended the Contract to include the installation of holiday décor at Discover Orlando; and

WHEREAS, the CRA and Contractor wish to add certain of the same services to Contractor’s scope of services for the 2025 holiday season; and

WHEREAS, the CRA and Contractor also wish to add additional services to Contractor’s scope of services for the 2025 holiday season;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

I. SCOPE

The Contractor shall perform additional Work under the Contract as specified in the quotes (“Quotes”) for (i) tree installation, maintenance, and removal services; (ii) tree storage services; (iii) tree installation at 55 West Church Street; (iv) holiday décor installation at Discover Orlando; (v) additional add-on décor; each of which is attached hereto and incorporated herein by this reference as Exhibit “A”.

II. TERM OF AMENDMENT

The services to be provided under the Quotes will be provided for the 2025 Holiday Season. Installation of the Tree in Lake Eola Park at the entrance of the Park at the end of Washington Street shall occur on or prior to November 19, 2025 (“Installation Date”) with removal of the Tree to occur on or after January 7, 2026, but no later than January 16, 2026 (“Removal Window”). Storage of the Tree shall be for a period of one year from January 1, 2026 through December 31, 2026. Unless

otherwise approved by the CRA, the storage location shall be within Orange or Seminole County, Florida. Contractor shall give notice to the CRA of the storage location upon delivery of the tree and components thereto. All other décor indicated in the Quotes shall be installed on or before the Installation Date and shall be removed within the Removal Window.

III. COMPENSATION

The Contractor agrees to perform the additional Work as specified in its Quotes to the CRA for the respective price for each (“Price”) specified in the Quotes.

IV. PAYMENT

A. Lake Eola 64’ RGB Tower Tree Installation, Removal, and Maintenance. With respect to the additional Work for the 64’ tower tree installation, removal, and maintenance services, payment shall be made to Contractor after invoice by Contractor, in accordance with the following schedule:

- a. One third (1/3) of the Price (\$18,233.33) shall be due and payable upon execution of this Amendment.
- b. One third (1/3) of the Price (\$18,233.33) shall be due and payable following the Installation Date and acceptance by the CRA, which shall not be unreasonably delayed or withheld.
- c. One third (1/3) of the Price (\$18,233.34) shall be due and payable following the removal and delivery to the storage location.

B. Tree Storage. With respect to the additional Work for the 64’ tower tree and components storage, payment shall be made to Contractor after invoice by Contractor, in accordance with the following schedule:

- a. One half (1/2) of the Price (\$4,720.00) shall be due and payable upon execution of this Amendment.
- b. One half (1/2) of the Price (\$4,720.00) shall be due and payable following delivery to the storage location.

C. Church Street Plaza/55 West 18’ Tree Installation and Removal. With respect to the additional Work for the 18’ tree installation and removal at 55 West Church Street, payment shall be made to Contractor after invoice by Contractor, in accordance with the following schedule:

- a. One third (1/3) of the Price (\$2,666.66) shall be due and payable upon execution of this Amendment.
- b. One third (1/3) of the Price (\$2,666.67) shall be due and payable following the Installation Date and acceptance by the CRA, which shall not be

unreasonably delayed or withheld.

- c. One third (1/3) of the Price (\$2,666.67) shall be due and payable following removal.

D. Discover Orlando Interior Add-On. With respect to the additional Work for interior décor installation at Discover Downtown, payment shall be made to Contractor after invoice by Contractor, in accordance with the following schedule:

- a. One half (1/2) of the Price (\$3,850.00) shall be due and payable upon execution of this Amendment.
- b. One half (1/2) of the Price (\$3,850.00) shall be due and payable following the Installation Date and acceptance by the CRA, which shall not be unreasonably delayed or withheld.

E. Additional Items for Décor Services, Tree Wraps, Flood Lights, Holiday House, Grinch's Area, Train Fencing, and Swan Boats. With respect to the additional Work for the other décor items described in the Quotes, payment shall be made to Contractor after invoice by Contractor, in accordance with the following schedule:

- a. One half (1/2) of the Price (\$43,700.00) shall be due and payable upon execution of this Amendment.
- b. One half (1/2) of the Price (\$43,700.00) shall be due and payable following the Installation Date and acceptance by the CRA, which shall not be unreasonably delayed or withheld.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY/CRA CONTRACT NUMBER AS STATED HEREIN.

Contractor shall not invoice the CRA more frequently than monthly.

V. Warranty.

In addition to the warranty provided for Work done under the Agreement, with respect to bulbs, lights, ornaments, or other product purchased related to any repairs to the 64' tree, Contractor shall assign to CRA the manufacturer's warranties for such items.

In all other respects, and except as specifically modified and amended herein, the Contract shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF ORLANDO, FLORIDA

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the CRA, only

By: _____
Chief Procurement Officer, City of Orlando

Date: _____, 2024

DAVID BILLINGSLEY, CPSM, C.P.M.
Name, Typed or Printed

Date: _____, 2024

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

CONTRACTOR

By: _____
Signature

Name & Title, Typed or Printed

CORPORATE SEAL

Name of Company, Corp., etc.

Mailing Address

City, State and Zip

Area Code/Telephone Number

Email Address

STATE OF FLORIDA }

COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this _____ day of _____, 20____, by
_____ (name of person) as _____
(type of authority, (e.g., officer, trustee, attorney in fact, etc.) for _____
_____ (name of entity/party on behalf of whom instrument was
executed).

Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name: _____

(Affix Notary Stamp or Seal Above)

___ Personally Known or ___ Produced Identification

Type of Identification Produced _____

{Insert combined quote}

{Insert add-on décor list}

{Insert 2025 Lake Eola layout}

MANAGEMENT CONTRACT-ART 2

THIS CONTRACT (“Contract”), effective as of the ____ day of _____, 2025 (“Effective Date”), is made by and between and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO** (“CRA”), an entity created pursuant to Part III of Chapter 163, Florida Statutes and **A LA CART MANAGEMENT LLC**, a Florida Limited Liability Company, hereinafter referred to as "A La Cart" or “Contractor”. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

W I T N E S S E T H:

WHEREAS, the CRA was created as a public body corporate and agency of the City of Orlando (“City”) for the purpose of, among others, carrying out the community redevelopment purposes of Ch. 163, Part III, Florida Statutes; and

WHEREAS, under the CRA’s policy and procedure, codified as Section 1240.1 of the City’s policies and procedures manual, the City of Orlando’s Chief Procurement Officer has been authorized by the CRA to serve as the CRA’s principal procurement agent; and

WHEREAS, by lease agreement dated February 12, 2018 (“Lease”), as amended, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, the City of Orlando (“City”) leases certain open space within the Downtown Orlando Community Redevelopment Area located at 274 North Orange Avenue (“Park”) from Dr. Phillips City Center, LLC (“Landlord”), upon which the City and the CRA have worked together to construct improvements (“Park Improvements”); and

WHEREAS, through its operation of two existing sites with a similar set-up within the City, A La Cart has management expertise and experience operating open-air social spaces that include food and beverage programs; and

WHEREAS, the CRA desires to have A La Cart manage and operate the facilities of the Park, including the café; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and given one to the other, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. MANAGEMENT AND OPERATION OF THE PARK

A. Annual Management Plan. On or before thirty days prior to the date upon which the Park is first open to the public (“Park Opening Date”), A La Cart shall prepare and

provide to the CRA for its review and approval a management plan (“Management Plan”) for the first year of operation of the Park commencing on the Park Opening Date. Said Management Plan shall contain a description of planned activities and a proposed calendar of events, financial projections for the upcoming year, and a community engagement plan for the upcoming year. In addition, the Management Plan shall contain a description of any specific marketing plans and special activities surrounding the operations of the Park. A La Cart and the CRA shall meet in good faith in order to coordinate marketing efforts related to the Park opening. Following this meeting, the CRA will commence marketing of the Park and its activities with such efforts to include but not be limited to, social media posts, inclusion of events on the events calendar on downtownorlando.com, and such other activities the CRA deems appropriate in its sole discretion. Annually thereafter, on or before ninety days prior to each successive anniversary of the Park Opening Date, A La Cart shall prepare and provide to the CRA for its review and approval a Management Plan for the upcoming year containing the same information as the initial Management Plan, except that subsequent years shall also include the prior year’s financial statements and a post-event/post-activity report for the prior year. The CRA shall review and approve or provide comments on each Management Plan within thirty (30) days of receipt. If the CRA fails to respond within this timeframe, the Management Plan shall be deemed approved.

- B. Monthly Meetings.** A La Cart and the CRA, and the City at City’s option, shall meet on a monthly basis (“Monthly Meetings”) to review the Management Plan and upcoming events and activities. Prior to such meeting, A La Cart shall provide a list of proposed new events, sponsors, advertising or vendors, grantors, donors, and subcontractors (“Park Activities”). The CRA’s Executive Director (or his designee) will have veto rights over such Park Activities. The CRA shall endeavor to provide A La Cart with any concerns related to upcoming Park Activities and/or exercise its veto rights within ten (10) business days of such Monthly Meeting. For events scheduled less than thirty (30) days in advance, A La Cart shall provide the CRA notice of such Park Activities not less than seven (7) days in advance of such event, and if CRA desires to veto such event, will respond within three (3) business bays of receipt of such notice. At the request of the CRA Executive Director or designee A La Cart shall provide any event agreements, subcontracts, service contracts, grant agreements (or donations), advertising contracts, and sponsorship agreements related to Park

Activities. The CRA's failure to exercise its veto rights within the specified timeframe shall be deemed approval of the proposed Park Activities.

C. Management Services. From and after the Park Opening Date, except as otherwise expressly provided herein, A La Cart shall be responsible for the management and operation of the Park in accordance with the terms of this Contract and the approved Management Plan, including but not limited to:

1. Operating and staffing the Park each day for public use and/or private events between the hours of 7:00 a.m. to 10:00 p.m. Sunday-Thursday and 7:00 a.m. to 11:00 p.m. on Fridays and Saturdays, unless otherwise agreed in writing by the Parties. Additionally, the Park will be open to the public at least seventy five percent (75%) of the hours that the Park is operated each week, unless otherwise agreed in writing by the CRA's Executive Director or his designee. Notwithstanding the foregoing, A La Cart may utilize the upstairs area of the container building in the Park may be used for private events at any time the Park is open. Additionally, upon thirty (30) days' notice, the CRA, City, or City District, Inc. shall be able to use the Park, or any portion thereof, for events at any time not otherwise reserved for use. The Park shall not be unattended at any time it is open for public or private use.
2. Operating a café out of the container building located in the Park during the hours in which the Park is open, unless otherwise mutually agreed to in writing by the Parties.
3. Programming of mobile food vendors at the Park. A La Cart shall use reasonable best efforts to operate two mobile food vendors, each open and operating for at least eight (8) consecutive hours serving two (2) consecutive meals (i.e. breakfast and lunch or lunch and dinner) with at least one vendor rotating quarterly unless otherwise agreed in writing by the CRA's Executive Director or his designee, with such approval not to be unreasonably withheld. A La Cart shall cause any food trucks and trailers located on the Park to be maintained in good condition, repair, and appearance.
4. Maintaining a beer and wine consumption on premises license, as necessary for sales and events at the Park.
5. Daily and routine maintenance of the Park and Park improvements, including the café building, in a neat, clean, and good and sanitary condition and repair,

free of garbage and other debris, and as otherwise required by the Landlord under the Lease, which obligation includes but is not limited to:

- i. watering and other landscape maintenance to keep the turf, plants, and trees in healthy condition and the site neat in appearance;
- ii. daily site cleaning, including daily garbage removal to the designated City solid waste service location; and
- iii. Twice daily restroom cleaning (once during the day and once at the close of the day).
- iv. Regular cleaning and maintenance of benches, tables, and other improvements as needed to maintain a functional and pleasant appearance.

The City and CRA shall be responsible for structural maintenance and repairs, including repair or replacement of A/V Equipment, HVAC systems, roofing, and structural elements. The CRA's decision not to replace any A/V Equipment shall not be deemed a breach of this Contract or subject the CRA to liability to A La Cart for any reason.

6. Payment of water, sewer, and electrical utility services at the Park. The CRA will pay non ad-valorem stormwater assessments and solid waste service fees, the costs of internet/wifi service to the Park, and the costs of elevator and fire sprinkler emergency phone service. A La Cart will be responsible for responding to emergency call notifications from the emergency phone service provider as of the Park Opening Date.
7. Payment of any sales and use taxes levied by any governmental taxing authority for activities related to the operation of the Park against A la Cart, the City, the CRA, or the Landlord.
8. Payment of all taxes levied by any governmental taxing authority on machinery, equipment, inventory and all other property situated on the Park premises that are not part of the realty and are not the property of the City, the CRA, or the Landlord.
9. Securing the Park during all times, including times that it is closed. Such security shall include locking the container and gates to the Park at the close of each day and reasonably prohibiting access to the Park during hours of closure. Trespassers shall be kept off the Park premises to the extent reasonably feasible.

To enable the City to comply with F.S. 125.0231, A La Cart shall immediately provide notice to the CRA and City of the receipt of any written notice of an individual lodging or residing overnight in the Park, and shall instruct its employees, agents, or any independent contractors involved in Park operation of this obligation.

10. Providing quarterly reports within fifteen (15) days of the end of each quarter, commencing at the end of the first quarter following the Park Opening Date, in the form attached hereto as Exhibit “B”, and an annual summary report within thirty (30) days after each anniversary of the Park Opening Date. Quarterly reports shall include at a minimum, a list of each event held at the Park during the quarter and quarterly sales figures for overall sales at the Park site, showing alcohol and non-alcohol sales separately.

11. Complying with all applicable federal, state, and local laws, rules, regulations, codes and ordinances, including, but not limited to, the City of Orlando’s Land Development Code and the Americans With Disabilities Act.

12. Coordinating with the CRA, and CRA’s contractors related to the A/V equipment and programming thereof, including placement of content on the screens.

D. **Alcohol.** A La Cart shall not permit the sale or consumption of alcoholic beverages in the Park, except for the sale of beer and wine during Park Opening Hours, only as permitted by the Lease and applicable law, with such provisions requiring that A La Cart comply with the Insurance and Indemnification provisions herein, including the liquor liability insurance set forth in Section IV. F. 2. f. 3. below. Overall annual sales for food and non-alcoholic drinks at the Park must account for at least 51% of all sales.

E. **Events and Activities.** A La Cart shall create and use a standard event agreement for entities and individuals booking events at the Park (and if A La Cart requires participants at an activity to sign an agreement or waiver to participate in activities at the Park, it shall also create and use a standard form for execution by participants). Such agreements shall contain a provision requiring the entity or person to indemnify and hold harmless the Landlord, the Parent (as hereinafter defined), the CRA, and the City in accordance with Section IV. F. 1. of the Contract entitled “Indemnity”. In addition, any event agreement shall contain a cancellation provision allowing A La Cart (or any successor operator of the Park, including but not limited to the CRA) the right

to cancel such event upon not less than thirty (30) days' notice. Such standard event agreements and participation forms shall be provided to the CRA for its review and approval prior to use. Upon termination or expiration of the Contract for any reason, any event agreements or participation forms for future events or ongoing activities will be provided to the CRA.

- F. Operational Expenses.** Except as set forth in this Amendment, A La Cart shall be entitled to all revenues from operation of the Park, provided however, A La Cart shall also be responsible for all costs, fees and expenses related to the day to day operation and management of the Park. Notwithstanding the preceding, CRA shall be responsible for payment of all non-ad valorem stormwater assessments and ad valorem real estate and tangible personal property taxes on the Park property.
- G. Conformance with the Lease.** During the term of the Contract, A La Cart shall comply with and take no action in violation of the Lease, as may be amended from time to time, (or which would constitute a violation of the Lease if such action were taken by the City as the Tenant under the Lease) and shall at all times operate and manage the Park in conformance with the terms and conditions of the Lease. A La Cart shall not sublet all or any portion of the Park without the prior written consent of the CRA. A La Cart shall not in any manner subject the Park premises or the City's leasehold estate to a mortgage or any other form of lien, encumbrance, or indebtedness. In the event that the Landlord takes action under the Lease to cure a failure of the City to maintain and repair the Park in the manner required by the Lease, A La Cart shall be responsible for any costs or other charges levied against the City as the Tenant under the Lease for such failure to properly maintain and repair the Park premises as obligated in paragraph C above. The CRA shall provide Manager with a copy of any amendments to the Lease and shall not agree to any amendments that would materially affect Manager's rights or obligations under this Contract without prior notification to Manager.
- H. Site Plan.** A La Cart acknowledges and agrees that it is familiar with the Park as it exists as of the execution of this Contract and except for the items listed addressed in section II below, upon substantial completion of the Park Improvements, A La Cart agrees to accept the Park in its then current "As Is" condition. Any further alterations and/or improvements to the Park that may be necessary or desirable for A La Cart's use or intended future uses shall be A La Cart's sole obligation and expense (and shall

be removed by A La Cart upon termination or expiration of the Contract), unless otherwise agreed in writing by the CRA's Executive Director or his designee. A La Cart shall not make any alteration or improvements to the Park layout or to the Park Improvements without the prior written consent of the Landlord and the CRA's Executive Director or his designee, which shall not be unreasonably withheld, conditioned, or delayed.

- I. **Park Access/Work on Park Site.** The CRA, City, and the Landlord shall have free access to the Park premises at all times for the purpose of conducting any necessary work at the Park and for inspecting such work or the Park in general. Notwithstanding the foregoing, it is agreed that none of such parties shall have the duty to inspect the premises for any reason. The parties acknowledge that as of the Effective Date, although the Park is substantially complete, additional work by the CRA on the Park site including, but not limited to, the elevator vestibule is still anticipated. Access to and use of the second story may therefore be limited until such work is complete. A La Cart acknowledges that such work may occur and may disrupt Park operations or activities and that the CRA and City have no liability for any such disruption. Notwithstanding the foregoing, the CRA and City will attempt to conduct any work after Park hours to minimize any such disruption.
- J. **Condition of Premises at Termination or Expiration.** Upon the expiration or termination of the Contract for any reason, A La Cart shall surrender and peacefully deliver possession of the Park and the Park Improvements to the CRA in a good, clean and sanitary condition, normal wear and tear excepted. In addition, upon the expiration or termination of the Contract, A La Cart shall remove all personal equipment and other personal property owned by A La Cart or its subcontractors from the Park unless otherwise agreed in writing by the CRA. The equipment addressed in Section II shall remain the property of the CRA/ City.

II. CAFÉ EQUIPMENT

1. **Cafe Equipment.** Attached to this Amendment as Exhibit "C" is the proposed list of additional cafe and other equipment to be purchased by the CRA through A La Cart for use in the operation of the Park ("Additional Cafe Equipment"). Said list contains the name of the manufacturer, model/part number, and quantity for each piece of additional equipment proposed for purchase for the Park project. Any

changes to the equipment and/or associated costs listed on Exhibit “B” shall require the written approval of the CRA Executive Director or designee.

2. **Café Equipment Services.** A La Cart shall be responsible for sourcing, procuring, storing (from delivery through installation at the Park, as applicable), installing, programming, and all other project management services (“Additional Café Equipment Services”) related to the furnishing and outfitting of the Additional Cafe Equipment for the Park.
3. **Additional Café Equipment Schedule.** A La Cart shall procure, deliver, and install all of the Additional Cafe Equipment and complete all other Additional Cafe Equipment Services on or before the Park Opening Date.
4. **Additional Cafe Equipment Cost.** As set forth on Exhibit “C”, the CRA shall pay A La Cart, upon invoice, an amount equal to thirty-four thousand three hundred thirteen dollars and 19 cents (\$34,313.19) for the Additional Cafe Equipment, as may be modified by mutual agreement as set forth in subsection A. above (“Additional Café Equipment Cost”). The CRA shall pay within thirty (30) days of receipt and acceptance of such invoice from A La Cart.
5. **Warranty.** Upon payment in full of the Additional Cafe Equipment Cost by the CRA, A La Cart shall assign any and all warranties, guarantees, and other rights owed to the purchaser of Additional Café Equipment to the CRA, which shall be the owner of all Additional Cafe Equipment.

III. TERM OF CONTRACT

Unless earlier terminated pursuant to the terms hereof, the term of this Contract shall commence as of the Effective Date and be effective until the date that is two (2) years from the Park Opening Date. (“Initial Term”). Upon the conclusion of the Initial Term, the parties may by mutual written agreement of the parties in their sole discretion agree to extend the term of this Contract for up to three additional one (1) year periods.

IV. GENERAL CONDITIONS

A. **Intellectual Property**

1. A La Cart shall retain all intellectual property rights, including, but not limited to, copyrights and trademarks, in any materials created or produced by A La Cart or its sub-contractors in relation to this Contract. This includes, but is not limited

to, the A La Cart trademark, all advertising slogans, logos, materials, artwork, pictures, narratives, and music, as described below (“the A La Cart IP”). A La Cart grants the CRA a non-exclusive, royalty-free license to use the A La Cart IP for the purposes of this Contract during its Term. This license does not include the right to modify, sublicense, or create derivative works without A La Cart's express written consent. Additionally, A La Cart grants the CRA a non-exclusive, perpetual, royalty-free license to use any work developed under this Contract for advertising and promotional purposes related to the Park, provided that such use does not conflict with A La Cart's own use of the materials. A La Cart may utilize completed work done under this Contract in portfolio samples without requesting permission from the CRA. A La Cart retains the right to use, modify, sell, repurpose, or distribute any materials created under this Contract for any purpose, including but not limited to marketing and management of the Park, both during and after the term of this Contract.

2. The CRA shall retain all intellectual property rights, including, but not limited to, copyrights and trademarks, in any materials created or produced by The CRA or its sub-contractors in relation to this Contract. This includes, but is not limited to, the Art² trademark, all advertising slogans, logos, materials, artwork, pictures, narratives, and music, or intellectual property that is owned by the A La Cart (“the CRA IP”). The CRA grants A La Cart a non-exclusive, royalty-free license to use the CRA IP solely for the purposes of this Contract during its Term. This license does not include the right to modify, sublicense, or create derivative works without the CRA’s express written consent. Additionally, the CRA grants A La Cart a non-exclusive, perpetual, royalty-free license to use any work developed under this Contract for advertising and promotional purposes related to the Park, provided that such use does not conflict with the CRA’s own use of the materials. The CRA may utilize completed work done under this Contract in portfolio samples without requesting permission from A La Cart. The CRA retains the right to use, modify, sell, repurpose, or distribute any materials created under this Contract for any purpose, including but not limited to marketing and management of the Park, both during and after the term of this Contract.

3. For any work that is created or developed under this Contract that may be considered a “work of visual art” under the Visual Artists Rights Act of 1990

(17U.S.Code §106A), A La Cart and the CRA each respectively retains all rights of attribution and integrity conferred by 17 U.S. Code § 106A(a) and all other rights of attribution and integrity that may arise under other federal, state, local, or foreign law. Both parties agree to respect these rights in its use of any works created by the other party. This section 3. shall survive termination of the Contract.

4. Any websites, domain names, social media accounts, phone numbers, or other social and marketing media and materials, including but not limited to logos and slogans, set up, created, or established by A La Cart related to this Contract or the Work performed hereunder shall remain the sole property of A La Cart, but will be covered under the non-exclusive, perpetual, royalty-free license in paragraph VI(A)(1) above.

5. Any websites, domain names, social media accounts, phone numbers, or other social and marketing media and materials, including but not limited to logos and slogans, set up, created, or established by the CRA related to this Contract or the Work performed hereunder shall remain the sole property of the CRA, but will be covered under the non-exclusive, perpetual, royalty-free license in paragraph VI(A)(2) above.

6. Notwithstanding anything to the contrary in this Contract, the A La Cart brand (including, but not limited to “A La Cart”) in existence as of the Effective Date and all intellectual property rights collectively therein (together, the “Contractor’s Property”) are and shall at all times remain the property of the Contractor. Contractor shall retain ownership of Contractor’s Property, including but not limited to trademarks, trade names, and operational processes, related to its “A La Cart” brand and business model.

7. A La Cart represents and warrants that (1) it is the sole and exclusive owner of the entire right, title and interest in and to the A La Cart IP, free and clear of any liens or claims; (2) to the knowledge of A La Cart, the A La Cart IP does not infringe the rights of any other person or entity; (3) to the knowledge of A La Cart, no claim of any such infringement or violation has been threatened or asserted, and no such claims is pending against A La Cart; (4) A La Cart has not entered into any agreement, license, release, or order that restricts the right of A La Cart or the CRA to exploit the A La Cart IP; and (5) the execution, delivery, and performance of this Agreement by A La Cart does not and will not violate any security agreement,

indenture, order or other instrument to which A La Cart is a party or to which any of its assets are bound.

8. The CRA represents and warrants that (1) it is the sole and exclusive owner of the entire right, title and interest in and to the CRA IP, free and clear of any liens or claims; (2) to the knowledge of the CRA, the CRA IP does not infringe the rights of any other person or entity; (3) to the knowledge of the CRA, no claim of any such infringement or violation has been threatened or asserted, and no such claims is pending against the CRA; (4) The CRA has not entered into any agreement, license, release, or order that restricts the right of the CRA or A La Cart to exploit the CRA IP; and (5) the execution, delivery, and performance of this Agreement by the CRA does not and will not violate any security agreement, indenture, order or other instrument to which the CRA is a party or to which any of its assets are bound.

B. Termination for Default

The Chief Procurement Officer has a right to terminate for default if the A La Cart fails to perform the Work, or if the A La Cart fails to perform the Work within the time specified in the Contract, or if the A La Cart fails to perform any other provisions of the Contract, provided that: (i) The CRA has given A La Cart written notice specifying the nature of the default and requesting that it be remedied; and (ii) A La Cart has been given a period of at least thirty (30) days from receipt of such notice to cure the default, or if the default is of a nature that it cannot reasonably be cured within such period, A La Cart shall be given a reasonable amount of time, not to exceed ninety (90) days to diligently continue such cure. The CRA shall be liable for the payment of all Work properly performed prior to the effective date of termination.

C. Termination for Convenience

The City's Chief Procurement Officer may terminate the Contract for convenience upon thirty (30) days advance written notice to A La Cart. Upon termination or expiration of this Contract for any reason, all licenses granted by A La Cart to the CRA for the use of the A La Cart IP shall immediately terminate, and all licenses granted by the CRA to A La Cart for the use of the CRA IP shall also terminate. The CRA shall immediately cease all use of A La Cart IP and A La Cart shall cease use of CRA IP.

D. Warranty

A La Cart warrants that the Work including all services provided shall conform to professional standards of care and practice in effect at the time the Work is performed.

E. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Contract. A La Cart or CRA, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, construction delays, fire, or any other causes, contingencies or circumstances not subject to A La Cart's or CRA's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of A La Cart's or CRA's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of A La Cart's or CRA's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules.

F. Indemnification and Insurance

1. Indemnity

A La Cart hereby agrees to indemnify and hold harmless the Dr. Phillips City Center, LLC ("Landlord"), Dr. Phillips, Inc. d/b/a Dr. Phillips Charities, ("Parent"), the CRA, and the City, and their officers, agents, and employees, from and against any and all liability, liens, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action of any kind and nature arising or growing out of or in any way connected with the use, occupation, management or control of the Park and the improvements thereon. In addition, A La Cart hereby agrees to indemnify and hold harmless the Landlord, the Parent, the CRA, and the City, and their officers, agents, and employees, from and against any and all liability, liens, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action of any kind and nature, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of A La Cart's, its officers', agents', and employees' acts or omissions associated with

this Contract. A La Cart shall satisfy, pay and discharge any and all judgments, orders and decrees that may be entered against the Landlord and Dr. Phillips Inc., a Delaware not for profit corporation (“Parent”) in any such actions or proceedings, and should A La Cart fail to perform such obligation within ten (10) days after notice, Landlord or Parent may at their option take whatever reasonable action Landlord or Parent deems necessary to cure A La Cart’s failure to perform, with A La Cart agreeing to pay Landlord and Parent for all damages, costs, fees, expenses, judgments, charges and reasonable attorneys’ fees incurred by Landlord or Parent (including on appeal) in exercising its rights under this paragraph. In the event that A La Cart subcontracts or hires a third party to operate food and beverage service or have special events on the Property, A La Cart shall require in writing each such subcontractor or third party to undertake the same obligations and to make the same indemnifications as A La Cart has made hereby to Landlord, Parent, CRA and the other indemnified parties as contained in this paragraph.

2. Insurance.

- a. General Insurance Requirements. Upon execution of this Contract, A La Cart shall provide the CRA with the required Certificate(s) of Insurance in a form(s) acceptable to the CRA. The Certificate(s) of Insurance shall demonstrate that the A La Cart has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the Contract term. Should A La Cart fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the CRA shall have the absolute right to terminate this Contract without any further obligation to A La Cart. In such event A La Cart shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.
- b. Subcontractors. Unless expressly specified otherwise herein, A La Cart and its subcontractors of all tiers will be required at their own expense to maintain in effect at all times during the performance of the Work insurance coverages with limits not less than those set forth below with

insurers and under forms of policies satisfactory to the CRA. It shall be the responsibility of A La Cart to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of A La Cart to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and CRA's approval of insurance coverage to be maintained by A La Cart and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by A La Cart and its subcontractors under a contract. Any insurance carried by the CRA or City that may be applicable shall be deemed to be excess insurance and A La Cart's insurance primary for all purposes despite any conflicting provision in A La Cart's policies to the contrary.

- c. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to A La Cart's and his subcontractors' initiation of performance, A La Cart and its subcontractors shall furnish the Landlord and CRA with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the CRA prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, A La Cart shall immediately provide written notice to the CRA upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for A La Cart and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the attention of the Procurement and Contracts Division at the street address set forth for above for the submission of invoices.

- d. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation and Employers' Liability shall include the Landlord, the City, and the CRA and its officers, elected officials, and employees as additional insureds with respect to the activities of A La Cart and its subcontractors. The Landlord, the City, and the CRA shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.
- e. Waiver of Subrogation. A La Cart and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the CRA, its officers, elected officials, agents and employees and against other contractors and subcontractors.
- f. Types of Coverage to be Provided. A La Cart (and its subcontractors to the same extent and on the same terms as set forth below for A La Cart) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.
- (i) Workers' Compensation and Employer's Liability. This insurance shall protect A La Cart against all claims under applicable state workmen's compensation laws. A La Cart shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:
- | | |
|------------------------|---------------------------|
| Workers' compensation: | Statutory |
| Employer's Liability: | \$100,000 each occurrence |
- (ii) Commercial General Liability. This insurance shall be an "occurrence" type policy (excluding automobile liability) written

in comprehensive form and shall protect A La Cart and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the Landlord, CRA, the City, or others arising out of any act or omission of A La Cart or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a “contractual liability” endorsement to insure the contractual liability assumed by A La Cart under this Contract with the CRA, and “completed Operations and Products Liability” coverage (to remain in force for 2 years after final payment and subsequent to project completion). If A La Cart’s work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage:	limit each occurrence and
	\$2,000,000 aggregate

(iii) Liquor Liability Insurance. This policy shall provide not less than \$1,000,000 in coverage for each common cause and \$2,000,000 in the aggregate.

3. **Casualty**. If at any time during the term of the Contract, the Park or any Park Improvements are damaged by the negligence or willful misconduct of A La Cart, or any of its employees or agents, A La Cart at its sole cost and expense shall promptly and diligently restore the Park and any damaged or destroyed improvements to their prior condition. If at any time during the term of the Contract, the Park or any Park Improvements are damaged by fire or other casualty, other than by the negligence or willful misconduct of A La Cart, or any of its employees or agents, the CRA shall have the option within ninety (90) days after the date of the occurrence of such damage to either (i) notify A La Cart that it is electing to repair such damage,

in which event the Contract shall continue in full force and effect, or (ii) give written notice to A La Cart of CRA's intention to cancel and terminate the Contract as of a date set forth in the notice of termination, in which event the Contract shall terminate as of that date. A La Cart shall have no claim against the CRA for any damage, economic or otherwise, suffered by reason of damage, destruction, repair, restoration or the CRA's decision not to repair or restore the Park or any of its improvements. The CRA and A La Cart agree that the CRA shall not be responsible in any way for costs, expenses, or losses of A La Cart, including, but not limited to, costs of relocation, replacement location, unforeseen termination of the Contract, or uninsured or underinsured loss.

G. Acceptance

The CRA will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the CRA's Executive Director or his designee of his satisfaction that the work for their respective department is completed.

H. Correction of Work

A La Cart shall promptly correct all Work rejected by the CRA as failing to conform to this Contract. A La Cart shall bear all costs of correcting such rejected Work.

I. Right to Audit Records

At their own expense during normal business hours, the City and CRA shall be entitled to audit the books and records of A La Cart or any subcontractor to the extent that such books and records relate to the performance of the Contract or any subcontract. A La Cart and its subcontractors shall retain and maintain financial records and other records relating to the Contract for a period of five (5) years from the date of final payment under the Contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the CRA. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

J. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Contract. A La Cart agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

K. Information

All information and data furnished to or developed for the CRA by A La Cart or its employees, pursuant to this Contract, excluding previously copywritten materials, shall be the sole property of the CRA and all rights therein are reserved by the CRA, except that A La Cart may disclose any such information to its corporate affiliates and their agents.

L. Extra Work

The CRA, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work ordered by the CRA shall be authorized by written Addendum to this Contract and shall be executed under the applicable conditions of the Contract.

M. Familiarity With The Work

A La Cart, by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The CRA will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by A La Cart serves as its stated commitment to fulfill all the conditions referred to in this Contract.

N. Title and Risk of Loss

The title and risk of loss to the Work shall pass from A La Cart to the CRA upon the CRA's final acceptance of the Work.

O. Notices.

All notices required or permitted to be given under this Contract must be in writing and must be delivered to a party at the addresses set forth below (or such other address as may hereafter be designated by such party in writing). The parties' addresses for the delivery of all such notices are as follows:

CRA: David Barilla
Executive Director
Community Redevelopment Agency
400 South Orange Avenue, 6th Floor
Orlando, Florida 32801
Fax: (407) 246-3359
Phone: (407) 246-3703

With a Copy to: Senior Purchasing Agent
City of Orlando
400 South Orange Avenue, 4th floor
Orlando, Florida 32891
Fax: (407) 246-2869
Phone: (407) 246-2368

A La Cart: April Williams
1273 Coral Bean Lane
Winter Springs, Florida 32708

Notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (3) transmitted via telecopier using a telecopier number provided above, if any (or such other number as receiving party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the day of transmission is a business day in the City of Orlando, Florida, and the time of transmission is prior to 5:00 p.m. EST, or, if not, the first City business day after the transmission.

V. MISCELLANEOUS PROVISIONS

- A. A La Cart shall not employ subcontractors without the advance written permission of the City's Chief Procurement Officer.
- B. Assignment of this Contract shall not be made without the advance written consent of the City's Chief Procurement Officer.
- C. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the City's Chief Procurement Officer or designee.
- D. A La Cart is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.
- E. All disputes between the parties shall be resolved in accordance with the City's Procurement Code, (Chapter 7 of the City Code).
- F. This Contract is a non-exclusive Contract between the parties.
- G. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- H. Any litigation arising out of this Contract shall be had in the Courts of Orange County, Florida.
- I. A La Cart shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, A La Cart shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF A LA CART HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A LA CART'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, RECORDS@CITYOFORLANDO.NET, TELEPHONE NUMBER (407) 246-3538, 400 s. ORANGE AVE., ORLANDO, FL 32801.**
- J. The undersigned hereby certifies that this Contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Contract and is in all respects fair and without collusion or fraud. As to A La Cart, the undersigned hereby warrants and certifies that they are authorized to enter into this Contract and to execute same

on behalf of A La Cart as the act of A La Cart.

- K. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto. In the event of any dispute or conflict between the provisions of this Contract and any exhibit or attachment hereto, the terms of this Contract shall control.
- L. The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the CRA in matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder.
- M. If any section, sentence, clause, phrase, provision, or other portion of this Contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Contract.
- N. This Contract is solely for the benefit of the parties to the Contract and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties.
- O. A La Cart certifies that no officer or employee of the City or CRA, nor their spouse or child, serves as an officer, partner, director, or proprietor of, nor has a material interest in A La Cart.
- P. A La Cart certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and is not engaged in a boycott of Israel. In addition, if this Contract is for a contract for goods or services of one million dollars or more, A La Cart certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes and is not engaged in business operations in Cuba or Syria. A La Cart shall be required to recertify the aforementioned certifications at each renewal of the Contract. The CRA may terminate the Contract if A La Cart is found to have submitted a false certification pursuant to this sub-section, is placed on any of these lists by the State of Florida or engages in business operations in Cuba or Syria.
- Q. The Contract is subject to the terms, conditions, provisions and requirements of

Section 448.095 of the Florida Statutes which is incorporated herein by this reference, including but not limited to the requirement that A La Cart, and any subcontractors thereof, register with and use the E-Verify system to verify the work authorization status of all new employees.

- R. A La Cart hereby represents, warrants, and certifies that A La Cart does not use coercion for labor or services as defines in Section 787.06 Florida Statutes and that it has provided the Human Trafficking Affidavit attached hereto as Exhibit “D”.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

**COMMUNITY REDEVELOPMENT AGENCY
FOR THE CITY OF ORLANDO, FLORIDA**

**APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the Community
Redevelopment Agency of the City of Orlando,**

only.

By: _____
Chief Procurement Officer, City of Orlando

Date: _____, 2025

DAVID BILLINGSLEY, CPSM, C.P.M.
Name, Typed or Printed

Date: _____, 2025

CHIEF ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

A LA CART

By: _____
Signature

CORPORATE SEAL

Name & Title, Typed or Printed

Name of Company, Corp., etc.

Mailing Address

City, State and Zip

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____
, 2025, by _____, as the _____, on behalf of
_____. He/she (is) personally known to me or (has) produced
_____.
(type of identification)

WITNESS my hand and official seal this _____ day of _____, 2025.

(SEAL)

Signature of Person Taking Acknowledgment

Typed, Printed or Stamped Name of Person
Taking Acknowledgment

My Commission expires: _____

EXHIBIT “A”

Lease

Exhibit “B”
Reporting Form

Exhibit “C”**Café Equipment**

1. 4 x 3 Section Glass Door Refrigerators -True White-GDM-72-HC-TSL01
2. EUHOMY commercial ice maker machine(upstairs)
3. 4 x 45 gallon commercial outdoor trash cans-72830199 Parkview 3
4. Elkay EZWSSM EZH2O Surface Mount Bottle Filling Station
5. Fans upstairs

Costs

1. $4 \times \$6,075.13 + \$2,649.66$ (tax, shipping) = \$26,950.18
 2. $1 \times \$374.49$ = \$ 374.49
 3. $4 \times \$1,175.00 + \838.00 (tax, shipping) = \$ 5,538.00
 4. $1 \times \$1,361.99 + \88.53 (tax, shipping) = \$ 1,450.52
- \$34,313.19

Exhibit “D”**Human Trafficking Affidavit**

Instruction: “Vendor”, defined as any person or nongovernmental entity seeking to engage in business with the Community Redevelopment Agency of the City of Orlando (“CRA”), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

- A.** Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the CRA from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
- **“Coercion”** means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section [893.03](#), Florida Statutes, to any person for the purpose of exploitation of that person.
 - **“Labor”** means work of economic or financial value.
 - **“Services”** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B.** Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Vendor: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter, the “Agreement”) is made and entered into this ____ day of _____, 2025, by and between **the Community Redevelopment Agency of the City of Orlando**, whose address is 400 South Orange Avenue, 6th floor, Orlando, Florida, 32801 (hereinafter, the “City”) and **Sentinel Capital North Orange LLC**, whose address is 250 North Orange Avenue, Orlando, Florida, 32801 (hereinafter, the “Owner”).

WITNESSETH:

WHEREAS, Owner is the owner of that certain property having a street address of 250 North Orange Avenue, Florida 32801, more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (hereinafter, the “250 North Building Property”); and

WHEREAS, the City of Orlando, is the ground lessee of the property adjacent to the 250 North Building Property, located at 274 North Orange Avenue, more particularly described in **Exhibit “B”** attached hereto and incorporated herein by reference, “City Leased Property” and

WHEREAS, City and CRA intend to utilize the City Leased Property for recreational purposes, including the operation of an art focused park space (“Art ²”) with a café and provision of other food and beverage services; and

WHEREAS, the CRA desires to have a mural installed as part of the Art ² park (“Mural”); and

WHEREAS, the North facing wall of the 250 North Building Property faces Art ² (“Wall”); and

WHEREAS, the Owner is willing to allow the CRA’s use of the Wall for such Mural.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration each to the other paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals are acknowledged as true and correct and are incorporated herein as covenants and agreements and are made a part hereof.

2. Term. The term of this Agreement shall commence upon execution and end on September 30, 2031, unless terminated sooner or extended as provided herein. The Term may be extended for an additional five (5) year period upon mutual agreement of the parties.

3. Lawful Occupant. Owner hereby covenants with the CRA that they are lawfully in possession of the 250 North Building Property and that Owner has good right and lawful authority to enter into this Agreement.

4. License. Owner hereby grants to the City, CRA and their agents, successors or assigns, access over and upon the 250 North Building Property solely for the purpose of installing,

maintaining, and exhibiting the Mural on the Wall. This license will automatically expire upon expiration or termination of the City's lease of the City Leased Property.

5. Mural Design & Maintenance. Owner shall have the right to review and approve the proposed Mural design prior to the CRA's installation thereof. Should the CRA desire to change the Mural during the Term of the Agreement, Owner shall have the right to review and approve the new Mural design prior to the CRA's installation thereof. The CRA shall be responsible for maintaining and, if necessary, repairing the Mural during the existence of the license. Grantee may remove the Mural from the Wall, if, in the sole judgment of the CRA, the Mural is suffering excessive damage. In such case, the CRA will restore the Wall to its original painted condition as approved by the Owner, normal wear and tear excepted. All ownership rights in the Mural, including marketing and exhibition rights, shall be retained by the CRA. Grantor shall be entitled to photograph and video the Mural to the extent that the Mural is an incidental part of the photograph or video made for business purposes.

6. Sale of 250 North Building Property. Owner shall provide thirty (30) days' notice to the CRA of any proposed sale of the 250 North Building Property. This license may be assigned to the new owner of the 250 North Building Property as part of the transaction or may be terminated by Owner in conjunction with the sale.

7. Non-Interference and Repairs. The CRA will utilize the 250 North Building Property in a reasonable manner that does not materially interfere with Owner's use and operation thereof and will restore and/or repair any damage to the 250 North Building Property arising from the CRA's exercise of its rights hereunder.

8. Termination. The Owner retains the right to terminate this Agreement upon default by CRA and following any cure period under §7 below. In the event of termination, Owner shall provide ninety (90) days written notice to the CRA at the address listed in the initial paragraph of this Agreement. The CRA may terminate this Agreement if it decides to remove the Mural in accordance with Section 5 hereof, in which case the Wall will be restored as contemplated in Section 5.

9. Defaults. Failure by the CRA to comply with or perform, in any material respect, any of the terms, conditions, covenants, agreements or obligations contained in this Agreement shall constitute a default, and (i) if such default is not cured or remedied within thirty (30) 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 thirty (30) day period, the defaulting party fails to commence to cure or remedy the default within such thirty (30) day period or thereafter fails to diligently and expeditiously pursue such cure or remedy, the Owner, 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.

10. Laws of Florida. This Agreement 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.

11. Venue. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

12. Notices. Any notice required or allowed to be delivered by this Agreement shall be in writing and be deemed to be delivered when (1) hand delivered to the person hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the addresses set forth opposite the party's name below, or at such other address as the applicable party shall have

Owner: Bishop Beale Duncan Management LLC
Attn: Property Management
250 N. Orange Avenue
Orlando, FL 32801

CRA: CRA
Attn: David Barilla, Executive Director
400 S. Orange Avenue
Orlando, FL 32801

With a copy to: City of Orlando
Attn: City Attorney's Office
400 S. Orange Avenue
Orlando, FL 32801

13. Modification. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further Agreement in writing duly executed by the Parties and recorded in the Public Records of Orange County, Florida.

14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the Parties.

15. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this License Agreement the day and year first above written.

ATTEST:

COMMUNITY REDEVELOPMENT AGENCY

Executive Director

By: _____
Chair

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority, _____ and _____, well known to me and known by me to be Chair and Executive Director, respectively, of the Community Redevelopment Agency of the City of Orlando, Florida, and acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, and that they were duly authorized to do so.

WITNESS MY hand and official seal this ____ day of _____, 20__.

Notary Public - State of Florida at Large
Print Name: _____
My commission expires: _____

APPROVED AS TO FORM AND LEGALITY for the
use and reliance of the City of Orlando, Florida, only.
_____, 20__

Chief Assistant City Attorney
Orlando, Florida

Sentinel Capital North Orange, LLC.

By: _____

Printed Name: _____

Title: _____

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA }

COUNTY OF ORANGE }

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ for Sentinel Capital North Orange, LLC.

Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name: _____

(Affix Notary Stamp or Seal Above)

____ Personally Known or ____ Produced Identification
Type of Identification Produced _____

Exhibit "A"

250 North Building Property

250 North Orange Avenue, Orlando Fl 32801

Legal Description

ROBERT R REIDS ADDITION C/62 THE S 72.5 FT OF E 190 FT OF LOT 1 & W 54 FT OF E
190 FT OF N 90 FT OF LOT 1 BLK 34

Exhibit “B”

City Leased Property

EXHIBIT "A"

(274 N. Orange Ave., Orlando, FL 32801)

Legal Description

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 34, OF R. R. REID'S ADDITION TO ORLANDO, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK C, AT PAGES 62 AND 63, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE RUN SOUTH 90 FEET; THENCE WEST 106 FEET; THENCE NORTH 90 FEET; THENCE EAST 106 FEET TO THE POINT OF BEGINNING, LESS THE EAST 10 FEET THEREOF FOR STREET PURPOSES.

AND

ALSO THE EAST 30 FEET OF THE WEST 84 FEET OF A PARCEL BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 34, OF R. R. REID'S ADDITION TO ORLANDO, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK C, AT PAGES 62 AND 63, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE RUN SOUTH 90 FEET; WEST 190 FEET; NORTH 90 FEET; EAST 190 FEET TO THE POINT OF BEGINNING.

