

## **FACILITY LIMITED USE AGREEMENT**

THIS FACILITY LIMITED USE AGREEMENT (the "**Agreement**"), is entered into as of November 1, 2020, by and among GRACE COMMUNITY CHURCH, INC., a Florida not-for-profit corporation (the "**GCC**"), whose address is at 5501 East Irlo Bronson Highway, Saint Cloud, Florida 32772 (email: kevin@gracestcloud.org), and HARMONY COMMUNITY DEVELOPMENT DISTRICT, a special purpose local government established pursuant to Florida Statutes 190 ("**HCDD**"), whose address is 313 Campus Street, Celebration, Florida 34747 (email: kristen.suit@inframark.com). HCDD and GCC are together referred to herein as the "**Parties**" and each, a "**Party**."

WHEREAS, GCC is the owner of a real property located at 5501 East Irlo Bronson Highway, Saint Cloud, Florida 32772 (the "**Property**"); and

WHEREAS, GCC desires to permit HCDD to use, and HCDD desires to use, a portion of the Property identified as the "**Premises**" (as defined hereinbelow) pursuant to the terms and conditions of this Agreement.

WHEREAS, that which induced the Parties to enter this agreement is the fee for GCC and the Premises to be used by the HCDD, both constituting good, valuable, adequate, and sufficient consideration

NOW, THEREFORE, in consideration of the premises herein contained, GCC and HCDD do hereby covenant and agree as follows:

1. **USE OF PREMISES.** Pursuant to the terms and conditions of this Agreement, GCC does hereby permit HCDD to use, and HCDD does hereby agree to use, the portions of the Property described as follows: (i) "**Exclusive Use Areas**" consisting of the Sanctuary as shown in **Exhibit "A"** attached hereto which is made a part hereof; and (ii) "**Non-Exclusive Use Areas**" consisting of the bathrooms and hallways, and exit foyer serving and adjacent to the Exclusive Use Areas, the parking lot, the walkways between such parking lot and the main entrance to the church building located on the Property, and the driveway between such parking lot and U.S. Highway 192, as set forth in **Exhibit "A."** The Exclusive Use Areas and the Non-Exclusive Use Areas are together referred to herein as the "**Premises**." Subject to the terms of this Agreement, HCDD shall have the exclusive right to use the Exclusive Use Areas and the non-exclusive right to use the Non-Exclusive Use Areas at the following times (collectively, the "**Permitted Times**" and each a "**Permitted Time**");

1. 5:30 – 8:00 pm, November 19, 2020; (the "**Commencement Date**")
2. 5:30 – 8:00 pm, December 17, 2020;
3. 5:30 – 8:00 pm, January 28, 2021;
4. 5:30 – 8:00 pm, February 25, 2021;
5. 5:30 – 8:00 pm, March 25, 2021;
6. 5:30 – 8:00 pm, April 29, 2021;
7. 4:00 – 8:00 pm, May 27, 2021;
8. 5:30 – 8:00 pm, June 24, 2021;
9. 5:30 – 8:00 pm, July 29, 2021;
10. 5:30 – 8:00 pm, August 26, 2021; and
11. 5:30 – 8:00 pm, September 30, 2021 (the "**Termination Date**");

HCDD shall not have the right to use the Premises at any other times unless GCC consents to such other time expressly in writing, which consent may be granted, delayed, conditioned or withheld in GCC's sole and absolute discretion. HCDD shall not have the right to have or use any keys or security codes for the Premises, but rather all access thereto shall be provided by GCC or GCC's agent, who shall make themselves reasonably available to the HCDD before and during the Permitted Times. HCDD shall coordinate all access to, and matters pertaining to the use of, the Premises through Daniel

Geiger ([dangeiger743@gmail.com](mailto:dangeiger743@gmail.com)) or such other person designated in writing from time to time by GCC. GCC or its agent shall have the right to be present on the Premises at all times during HCDD's use thereof. HCDD shall not store anything on the Premises at any time. HCDD shall be solely responsible for the security and safekeeping of any property brought on the Premises by HCDD or HCDD's agents, servants, employees, licensees or invitees, and the compliance of all such persons with all applicable laws, rules, ordinances, regulations, and orders of governmental authorities while such persons are on the Premises. HCDD and HCDD's agents, servants, employees, licensees and invitees shall park their motor vehicles only in such parts of the Premises designated for such purpose by GCC and only during the hours set forth above. HCDD shall not have any right to use any portion of the Property that is not included within the Premises, nor the right to use the Premises during times other than as set forth hereinabove unless expressly permitted in writing by GCC. HCDD may not install or change locks or security codes on any doors within the Premises. GCC and GCC's agents shall have the unfettered right to access, inspect and observe the Exclusive Use Areas and Non-Exclusive Use Areas at all times, the unfettered right to use the Non-Exclusive Use Areas at all times, and the unfettered right to use the Exclusive Use Areas at all other times besides the Permitted Times

(collectively, the “**Other Hours**”). Nothing in this Agreement shall limit the right of GCC to (i) lease the Non-Exclusive Use Areas to (or allow the use thereof by) third parties on a non-exclusive basis at any time or (ii) lease the Exclusive Use Areas (or allow the use thereof by) third parties on an exclusive or non-exclusive basis at any time during the Other Hours. HCDD acknowledges that certain areas within and outside the Premises are under video surveillance. GCC makes no representations or warranties with regard to, nor undertakes any duties or obligations with respect to, such video surveillance or the continuance or monitoring thereof. HCDD shall use the Premises solely for business meetings of HCDD which may include up to no more than the lesser of two (200) hundred persons or the maximum number of persons permitted by applicable laws, rules, ordinances, regulations, and orders of governmental authorities, and for no other use or purpose whatsoever (the “**Permitted Use**”). Any other use of the Premises of whatsoever nature is strictly prohibited without the prior written consent of GCC, which consent may be conditioned or withheld in GCC’s absolute discretion. Without limitation, the following uses are expressly excluded from the Permitted Use: the making of any alterations or improvements to the Premises, the consumption of food or drinks (other than water) on the Premises, the movement of any equipment or furnishings on the Premises, the use of any photocopiers, computers, WiFi, printers, land-line telephones, sound equipment, audiovisual equipment (with the exception of the pull-down screen above the stage located on the Premises which HCDD may use) or musical instruments located on the Premises; illegal activities; immoral activities; profane activities; blasphemous activities; activities inconsistent with the character of the Property as a church facility; the sale of products or services; gambling; concerts; rummage or other types of sales; fundraising activities; fairs; carnivals; circuses; the use of trampolines; worship, preaching, prayer or instruction for faiths other than Christianity consistent with the Statement of Faith set forth on GCC’s website; weddings, funerals, baptisms or other religious ceremonies; service or consumption of alcoholic beverages; use or possession of illegal drugs; having animals on the Premises other than certified service animals used to assist those with disabilities; hazardous or dangerous activities; any activity which would cause the insurance premiums for the Premises to increase beyond what would otherwise be the case for use of the Premises for the Permitted Use; residential uses; or use of any areas denoted in **Exhibit “A”** as “Excluded Areas Not Included in Premises;” any use that is not permitted under GCC’s Facilities Use Policy, as the same may be amended from time to time, which is incorporated herein and made a part hereof; or conducting any other use besides the Permitted Use.

2. **TERM.** The term of this Agreement (the “**Term**”) shall commence at the beginning of the Permitted Time on the Commencement Date, continue intermittently during the duration of each of the Permitted Times, and terminate at the end of the Permitted Time on the Termination Date. Any renewal of this Agreement shall be only upon the mutual agreement of the Parties in writing.

3. **FEES.** For the Term, HCDD shall pay to GCC, without any set-off or deduction whatsoever and without the necessity of demand therefor, a net total fee of twenty-seven hundred fifty dollars (\$2,750.00 (the “**Fee**”), in full in advance not later than November 15, 2020. In addition to the foregoing Fee, HCDD shall pay any and all excise, sales, real property, or similar taxes occasioned by or occurring as a result of the Agreement, imposed by any governmental authority, including without limitation the State of Florida and Osceola County, on the Property, the Premises, or the Fee, and shall pay the same together with the Fee payments. The term “**Fee**” as used in this Agreement shall also include and mean not only the aforesaid installments, but also any and all other monies whatsoever due and payable to GCC by HCDD under this Agreement. HCDD’s obligation to pay the additional sums provided for in this paragraph, shall survive the expiration of this Agreement. GCC does not currently owe or pay any real estate taxes due to the tax-exempt nature of GCC’s use and so this provision will only result in HCDD being liable to pay such real estate taxes if the applicable taxing authorities deem HCDD’s use of the Premises as sufficient to override GCC’s tax-exemption as to some or all of the Property.

4. **UTILITIES.** GCC shall pay for reasonable utility costs (*i.e.*, water and electricity) pertaining to HCDD’s reasonable use of the Premises. HCDD shall be responsible for an extraordinary utility costs associated with HCDD’s use of the Premises. GCC shall have no duty, responsibility or obligation with respect to any interruption or cessation of utility services not directly caused by GCC.

5. **INSURANCE.** The following insurance requirements shall apply during the Term: HCDD, at its sole cost and expense, and for the mutual coverage of and benefit to both GCC and HCDD, shall carry and maintain comprehensive a policy of public liability insurance, including property damage, insuring both GCC and HCDD, against liability for injury to persons or property occurring in or about the Premises, or arising out of the ownership, maintenance, use or occupancy thereof. The liability under such policy shall not be less than \$500,000 for any one person injured or killed and not less than \$1,000,000 for any one accident, and not less than \$50,000 for personal property damage per accident. The insurance company

used by HCDD shall be subject to the reasonable approval of GCC. GCC shall be named as an additional insured on such policy. Prior to the Commencement Date and any use of the Premises by HCDD, HCDD shall furnish to GCC a copy of said policy and a certificate reflecting that GCC is an additional named insured thereunder and that said policy cannot be cancelled or terminated except upon thirty (30) days prior written notice to GCC. It is acknowledged by both GCC and HCDD that any insurance obtained by GCC shall not provide any protection with respect to HCDD, HCDD's property on the Premises, or HCDD's rights with respect to the Premises, and shall solely be for the benefit and protection of GCC.

6. ACCEPTANCE OF PREMISES. HCDD has examined and inspected the Premises and hereby states and acknowledges that (i) the Premises are in good condition and are hereby accepted by HCDD, and (ii) HCDD is accepting the Premises in an "AS IS, WITH ALL FAULTS" condition. GCC makes no, and hereby disclaims any, representations as to the suitability or usability of the Premises for the Permitted Use or the permissibility of the Permitted Use under applicable laws, rules, ordinances, regulations, and orders of governmental authorities. HCDD shall be solely responsible for ensuring that it has all required governmental approvals to engage in the Permitted Use.

7. HOLDING OVER. HCDD shall pay to GCC for each day (or part thereof) that HCDD uses the Premises or any part thereof outside the Term by lapse of time or otherwise, one thousand dollars \$1,000. In addition, HCDD shall also pay all damages sustained by GCC by reason of such retention. Acceptance by GCC of any Fee after such expiration or termination shall not constitute a renewal and this provision shall not waive GCC's right of reentry or any other right guaranteed under this Agreement or applicable laws, rules, ordinances, regulations or orders of governmental authorities.

8. MAINTENANCE AND CLEANING. HCDD acknowledges and accepts that the Premises will not be cleaned by GCC between GCC's Sunday services and HCDD's use and agrees to accept the Premises in whatever state of uncleanness that HCDD may find such Premises. As to each use of the Premises by HCDD, HCDD agrees upon termination of such use to leave the Premises in the same condition as HCDD received the same, other than reasonable wear and tear. GCC agrees to be responsible for the structural integrity of the church building located on the Premises (the "Building"), to include but not limited to the roof and other structural portions of the Building and to be responsible for painting the exterior of the Building as needed, maintaining as needed the electrical, HVAC and plumbing which is provided to the Building and for making as needed major repairs and renovation to the Building which would be covered by insurance resulting from damage to the Building. Notwithstanding the foregoing, if HCDD or HCDD's officers, directors, members, managers, agents, servants, employees, licensees or invitees damage the Building or the Premises or any other part of the Property, HCDD shall notify GCC promptly of such damage and shall reimburse GCC for the cost of repairing such damage within thirty (30) days of GCC invoicing HCDD for the same.

9. COVID-19. The Parties acknowledge this Agreement is being entered into amidst the global COVID-19 pandemic. GCC makes no, and hereby expressly disclaims any, representations or warranties regarding the presence or absence of COVID-19 or any other virus or pathogen on the Premises and undertakes no duty to warn of, prevent or remedy the same. HCDD acknowledges that every other pew in the sanctuary in the Premises is currently not in use and taped off to help ensure adequate social distancing and HCDD agrees to not use such taped off pews. HCDD agrees to release, save, defend, hold harmless, and indemnify GCC, together with GCC's elders, deacons, officers, members and attenders, from and against any and all claims, liabilities, losses, obligations, causes of action, and expenses (including reasonable attorneys' fees and costs), arising from or relating to the Premises, the presence of COVID-19 or any other pathogen on the Premises, or HCDD's use of the Premises, that HCDD or any of HCDD's officers, directors, members, managers, agents, servants, employees, licensees or invitees, may have at any time. HCDD shall ensure that HCDD and its officers, directors, members, managers, agents, servants, employees, licensees and invitees comply at all times with all applicable laws, rules, ordinances, regulations and orders of governmental authorities applicable to their use of the Premises. In the event HCDD discovers that one or more of its officers, directors, members, managers, agents, servants, employees, licensees or invitees who have attended a meeting on the Premises have COVID-19 or symptoms thereof at any time during such attendance or within the two week period before or after such attendance, HCDD shall immediately notify GCC in writing via email at the email address provided for GCC herein, in which event GCC shall have the right, but not the obligation, to have the Premises deep cleaned and sanitized promptly, and HCDD shall reimburse GCC, as an additional Fee, the cost of such deep cleaning and sanitizing in an amount not to exceed nine hundred dollars (\$900). In the event that any governmental authority shall, due to COVID-19, bar the use of the Premises for the Permitted Use, through no fault of HCDD, GCC shall return on a prorated basis the portion of the Fee applicable to the unused portion of the Term on a month-by-month basis.

10. INDEMNIFICATION. GCC shall not be liable to HCDD for any injury or damage to any person or property in or about the Premises from any cause whatsoever including and without limiting the generality of the foregoing, whether caused by GCC's negligence or not, fumes, odors, mold, water leakage caused by water leaks of any character from the roofs, walls, basement, or other portion of the Premises, or caused by gas, fire, oil, electricity, or any cause whatsoever in, on, or about the Premises, or any part thereof. HCDD will release, save, defend, hold harmless and indemnify GCC, together with GCC's elders, deacons, officers, members and attenders, from and against any and all claims, liabilities, losses, obligations, causes of action, and expenses (including reasonable attorneys' fees and costs), arising out of: (i) any breach, nonperformance, or default, on the part of HCDD or HCDD's officers, directors, members, managers, agents, servants, employees, licensees or invitees or by any person under the control or direction of HCDD, under this Agreement, including without limitation any failure to comply with all laws, rules, ordinances, regulations and orders of governmental authorities, and with the directions of public officers thereunder, (ii) any claims made by third parties and which occur on the Premises or any part thereof, are caused by any negligence of HCDD, or HCDD's officers, directors, members, managers, agents, servants, employees, licensees or invitees or by any person under the control or direction of HCDD, or arise or grow out of or are connected with any breach, violation, nonperformance, or failure to abide by any covenant, condition, agreement, or provision contained in this Agreement on the part of HCDD to be kept, performed, complied with or abided by, and (iii) any accident, injury or damage to any person or property occurring on the Premises or any access thereto or any area adjacent to said Premises.

11. SUBROGATION. HCDD agrees that insurance carried by it against loss or damage by fire or other casualty shall contain a clause whereby the insurer waives its right to subrogation against GCC.

12. COMPLIANCE WITH LAWS. During the Term, in addition to all other obligations of HCDD set forth elsewhere in this Agreement, HCDD shall: (i) abide by all rules and regulations of GCC, adopted and changed from time to time, which, in the opinion of GCC are reasonably necessary or advisable for the safety, care, protection or cleanliness of the Premises or any persons on or in the vicinity thereof, and (ii) at its own expense, comply with all laws, rules, ordinances, regulations and orders of governmental authorities, and with the directions of public officers thereunder, respecting all matters of HCDD's use of the Premises, including without limitation, all federal, state and local statutes, rules and regulations now or hereinafter existing relating to the discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal or use of hazardous materials.

13. BANKRUPTCY, INSOLVENCY. If HCDD makes any assignment for the benefit of creditors, or if any proceedings are commenced to have HCDD declared bankrupt or insolvent, or if a receiver or trustee is appointed to take charge of HCDD's affairs, then GCC may, at its option, terminate this Agreement forthwith, and HCDD shall remain liable for all damages and any Fee due up to the date of such termination. Nothing in this paragraph, however, shall, in any way, diminish or be intended to supersede any other remedies in this Agreement reserved to GCC.

14. SUBORDINATION TO MORTGAGES. HCDD agrees that this Agreement is and shall remain subject to and subordinate to all present and future mortgages affecting said Premises, as well as all covenants and restrictions of record. The subordination of this Agreement to all present and future mortgages shall be automatic and shall not require the execution of any documents by HCDD. However, HCDD agrees to execute on demand, all appropriate papers to reflect and confirm that this Agreement is subordinate to any mortgage. Further, upon written demand from the holder of any mortgage that HCDD is to attorn to said mortgage holder, HCDD shall attorn to said mortgage holder.

15. SIGNS. HCDD agrees not to place any signs, advertisements or notices of whatsoever nature on any part of the exterior of the Premises, or on any wall, window or door of the Premises without GCC's prior written consent, which consent may be conditioned or withheld in GCC's absolute discretion.

16. NO LIENS. HCDD shall not allow any lien to be filed of record against the Premises.

17. CASUALTY AND CONDEMNATION. In the event the Premises shall be destroyed or substantially rendered unusable, either in whole or in part, by fire or other casualty or due to condemnation via eminent domain proceedings, GCC shall notify HCDD thereof and this Agreement shall be deemed terminated as of the date thereof and GCC

shall promptly return to HCDD the prorated portion of the Fee applicable to any unused portion of the Term. In the event of any condemnation or taking hereinabove mentioned of all or a part of the Premises, GCC shall be entitled to receive the entire award in the condemnation proceeding, including any award made for the value of the estate vested by this Agreement in HCDD, and HCDD hereby expressly assigns to GCC any and all right, title and interest of HCDD now or hereafter arising in or to any part thereof, and HCDD shall be entitled to receive no part of such award.

18. DEFAULT. If (i) default be made in the payment of the Fee or any additional Fee due, or any part thereof, or (ii) default be made in the timely performance of any of the terms, covenants, and conditions of this Agreement on the part of HCDD to be kept or performed or (iii) if, at any time during the Term, there shall be filed by or against HCDD in any court of competent jurisdiction, a petition in bankruptcy or insolvency or for reorganization or for the benefit of creditors or to take advantage of any insolvency act, and within thirty (30) days thereof HCDD fails to secure a discharge thereof, the same shall constitute a condition of default under this Agreement entitling GCC to exercise any and all rights set forth in this paragraph. Upon the occurrence of a condition of default under this Agreement on the part of HCDD, GCC may, at any time thereafter, without waiving any rights it may otherwise have, in addition to any remedy available to it at law or in equity, terminate all the rights of HCDD under this Agreement including, but not limited to, the right of HCDD to use the Premises, by giving HCDD notice in writing of GCC's decision to do so, in which event this Agreement and the Term shall come to an end on the date fixed in such notice as if said date were the date originally fixed in this Agreement for expiration of the Term and HCDD's right to use the Premises shall be immediately forfeited and HCDD shall surrender the Premises to GCC, but HCDD shall remain liable for the full Fee under this Agreement and any other obligations HCDD has under this Agreement. HCDD hereby waives any and all rights of redemption granted by or under any present or future law.

19. NO ASSIGNMENT OR SUBLETTING. HCDD shall not assign this Agreement nor lease the Premises (nor any part thereof) to, or permit the use of the Premises (nor any part thereof) by, any third party, without the prior written consent of GCC, which consent may be conditioned or withheld in GCC's absolute discretion. Any attempted assignment, lease or grant of use of the Premises (in whole or in part) without GCC's prior written approval shall be void and constitute a condition of default under this Agreement.

20. ADVANCES BY GCC. In the event that HCDD shall fail to pay any of the amounts agreed to be paid by it hereunder, or if HCDD shall fail to perform any of the acts agreed to be performed by it hereunder, requiring the payment of any monies, and if HCDD shall fail to make such payment or payments, then GCC may pay the same or may perform said act or cause the same to be performed, and the amounts so paid or expended by GCC, with interest thereon at highest rate provided by law, may be added to and be payable forthwith to GCC as an additional Fee hereunder.

21. INVALIDITY. If any term of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. NOTICES. Any notices required or given hereunder by a Party shall be given via hand delivery, overnight mail via a reputable, national carrier with tracking, or email, to the other Parties using the addresses for such other Parties first set forth above, and shall be deemed given upon the receipt thereof by such other Parties, the refusal to receive the same by such other Parties, or receipt of notification that the address provided by such other Party is invalid. Any Party may change the address to which notices are to be sent to such Party by giving notice of such change to the other Parties in the manner set forth herein.

23. MODIFICATION OF AGREEMENT. This Agreement may only be modified or amended by an instrument in writing, duly executed by GCC and HCDD.

24. AUTHORITY OF HCDD. If HCDD is other than an individual, HCDD warrants that it has legal authority to operate and is authorized to do business in the state in which the Premises are situated. HCDD also warrants that the person or persons executing this Agreement on behalf of HCDD have authority to do so and to fully obligate HCDD to all terms and provisions of this Agreement. HCDD shall, upon request from GCC, furnish GCC with a certified copy of resolutions of the Board of Directors of HCDD (or the equivalent governing body thereof) authorizing this Agreement and granting authority to

execute it to the person or persons who have executed it on HCDD's behalf.

25. SUCCESSORS AND ASSIGNS. It is mutually understood and agreed that the covenants and agreements contained in the Agreement shall be binding upon the Parties hereto and upon their respective successors, heirs, legal representatives and assigns; provided, however, this paragraph shall not of itself authorize any assignment by HCDD.

26. ATTORNEYS' FEES. If HCDD defaults under this Agreement, GCC shall be entitled to recover from HCDD all expenses, including reasonable attorneys' fees and costs, incurred by GCC in enforcing this Agreement.

27. LIABILITY OF GCC. The liability of GCC under this Agreement is solely limited to the interest of GCC in the Premises. Further, if and when GCC shall sell the Premises, GCC shall have no further liability or obligation under this Agreement provided the successor owner of the Premises agrees to assume (subject to the express limitations of this paragraph) the duties and obligations of the prior GCC.

28. NON-WAIVER. Failure on the part of GCC or HCDD to complain of any action or inaction on the part of the other shall not be deemed to be a waiver of any of their respective rights hereunder. Neither shall such failure constitute a waiver at any subsequent time of the same provision. The consent by any Party to any action by one or more of the other Parties requiring consent, shall not be deemed to waive the requirement to obtain such consent to any subsequent similar act. Acceptance of the Fee by GCC shall not be deemed to be a waiver of any preceding breach by HCDD of any term, covenant or condition of this Agreement. No failure of GCC to exercise any power given GCC by this instrument, or to insist upon strict compliance by HCDD of any obligation hereunder, and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of GCC's right to demand exact compliance with the terms of this Agreement.

29. MISCELLANEOUS.

- (a) Force Majeure. Whenever a period of time is herein prescribed for action to be taken by GCC, GCC shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, pandemics, epidemics, governmental laws, lockdowns, public health orders, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of GCC.
- (b) Recording. HCDD shall not record this Agreement, nor any memorandum thereof or the like.
- (c) WAIVER OF JURY TRIAL: IN THE EVENT ANY DISPUTE ARISES UNDER THIS AGREEMENT OR WITH RESPECT TO THE PREMISES, HCDD DOES HEREBY SPECIFICALLY WAIVE ANY RIGHT TO DEMAND A JURY TRIAL.
- (d) Time. Time is of the essence of this Agreement and each and all of its provisions.
- (e) No Estate. No estate in the Premises shall pass out of GCC, and HCDD shall only have a right of use not subject to levy and sale.
- (f) Governing Law. This Agreement shall be construed under and governed by the laws of the State of Florida.
- (g) Late Charges and Interest. In the event any Fee payment is not made within five (5) days of becoming due hereunder, including any amounts deemed to be an additional Fee, HCDD shall in addition pay to GCC a late payment fee equal to five percent (5%) of the amount of the Fee which has not been paid. Any Fee not paid to GCC within fifteen (15) days after the date the same becomes due shall, from and after the date said monies become due, bear interest from such due date at the highest rate permitted from time to time under Florida law.
- (h) No Third Party Beneficiaries. This Agreement is solely for the benefit of GCC and HCDD, and no person not a party hereto shall have any benefits or privileges hereunder either as third party beneficiaries or otherwise.

- (i) Interpretation of Agreement. This Agreement shall be construed and interpreted without any reference whatsoever as to who prepared this Agreement. All of the Parties have been actively involved in the preparation of this Agreement.
- (j) Complete Agreement. This Agreement incorporates all prior discussions and representations between the Parties as to the Premises and constitutes the complete and entire agreement between the Parties as to the use thereof.
- (k) Execution and Counterparts. This Agreement may be executed in counterparts, including by electronic means.

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

IN WITNESS WHEREOF the Parties have entered into this Agreement as of the date first written above.

Signed, sealed and delivered  
in the presence of:

GRACE COMMUNITY CHURCH, INC., a  
Florida not-for-profit corporation

\_\_\_\_\_  
(Signature of Witness)

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: Elder/Authorized Agent

\_\_\_\_\_  
(Signature of Witness)

Printed: \_\_\_\_\_

HARMONY COMMUNITY DEVELOPMENT  
DISTRICT, a special purpose local government  
established pursuant to Florida Statutes 190

\_\_\_\_\_  
(Signature of Witness)

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness)

Printed: \_\_\_\_\_