



HISTORIC TOWN OF EATONVILLE, FLORIDA COMMUNITY REDEVELOPMENT AGENCY - AGENDA

Thursday, February 20, 2025, at 6:30 PM

Town Hall - 307 E Kennedy Blvd

Please note that the HTML versions of the agenda and agenda packet may not reflect changes or amendments made to the agenda.

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION AND PLEDGE OF ALLEGIANCE
- IV. CITIZEN PARTICIPATION (Three minutes strictly enforced)
 1. January 2025 Financial Statement **Presentation**
- V. CITIZEN PARTICIPATION (Three minutes strictly enforced)
- VI. CONSENT AGENDA
 2. Approval of CRA Board Meeting Minutes 1-23-25 (Clerk Office)
 3. Approval of CRA Board Meeting Minutes 1-23-25 (Clerk Office)
 4. Approval of CRA Special Meeting Minutes 11-5-24 (Clerk Office)
 5. Approval of Resolution CRA – R – 2025-10 January 2025 Financials (Administration)
- VII. BOARD DISCUSSION
 6. Discussion of the CRA Bylaws (Discussion Only - Carry Over from Workshop, if needed)
- VIII. BOARD DECISIONS
 7. Approval of Resolution CRA-R-2025-04 CRA Bylaws (Administration)
 8. Approval of Resolution CRA–R–2025-11 CRA Special Quarterly Event Stogies@ Sunset (Administration)
 9. Approval of Resolution # CRA-R-2025-12 Authorizing The Purchase of Property Located At 119 S. West (Administration)
- IX. STAFF REPORTS
- X. BOARD REPORTS
- XI. ADJOURNMENT

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****PUBLIC NOTICE****

This is a Public Meeting, and the public is invited to attend. This Agenda is subject to change. Please be advised that one (1) or more Members of any of the Town's Advisory Boards/Committees may attend this Meeting and may participate in discussions. Any person who desires to appeal any decision made at this meeting will need a verbatim record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the

testimony and evidence upon which the appeal is to be based – per Section 286.0105 Florida Statutes. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Town of Eatonville at (407) 623-8910 "at least 48 hours prior to the meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26



HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR CRA MEETING
FEBRUARY 20, 2025, AT 06:30 PM
Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: PRESENTATIONS CRA FY 2024-2025 January Financial Statements

COMMUNITY REDEVELOPMENT ACTION:

PRESENTATION	YES	Department: Administration
CONSENT AGENDA		Exhibits: Presentations
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: Staff request BOD to hear a presentation on the TOECRA Board of Directors FY 2024-2025 CRA January Financial Statements

SUMMARY: The TOECRA desires to have the TOECRA Board to hear a presentation and consider approval of the FY 2024-2025 CRA January Financial Statements

RECOMMENDATION: Staff recommend BOD to hear a presentation on the TOECRA Board of Directors FY 2024-2025 CRA January Financial Statements

FISCAL & EFFICIENCY DATA: See Statements

Town Of Eatonville
STATEMENT OF REVENUE AND EXPENDITURES JANUARY 2025

Section IV. Item #1.

Revenue Account Range: 303-271-0303 to 303-384-0000 **Include Non-Anticipated:** Yes **Year To Date As Of:** 01/31/25
Expend Account Range: 303-0515-515-0000 to 303-0539-539-5240 **Include Non-Budget:** No **Current Period:** 10/01/24 to 01/31/25
Print Zero YTD Activity: No **Prior Year:** 10/01/23 to 01/31/24

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
303-311-1000	CRA TAXES - CURRENT	131,263.12	132,483.98	0.00	0.00	132,483.98-	0
303-319-0000	TIF PAYMENT FROM TOWN	219,236.88	218,016.01	218,017.26	218,017.26	1.25	100
303-361-0000	INTEREST EARNINGS	7,375.50	24,000.00	9,661.06	9,661.06	14,338.94-	40
303-369-0100	CRA BALANCE FORWARD	0.00	593,000.00	0.00	0.00	593,000.00-	0
303-369-0110	HISTORICAL GRANT PROGRAM	0.00	1,000,000.00	0.00	0.00	1,000,000.00-	0
303-369-1000	MISCELLANEOUS REVENUE	0.00	0.00	3.87	3.87	3.87	0
CRA Revenue Totals		357,875.50	1,967,499.99	227,682.19	227,682.19	1,739,817.80-	11

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
303-0515-515-0000	COMMUNITY DEVELOPMENT DEPT.	0.00	0.00	0.00	0.00	0.00	0
303-0515-515-1200	REGULAR WAGES - CRA	6,327.85	75,000.00	7,591.03	7,591.03	67,408.97	10
303-0515-515-1300	CRA REGULAR SALARIES PART TIME	1,860.36	22,000.00	5,901.27	5,901.27	16,098.73	27
303-0515-515-2100	FICA TAXES	626.41	7,421.00	1,003.19	1,003.19	6,417.81	14
303-0515-515-2300	HEALTH & LIFE INSURANCE	0.00	9,888.00	0.00	0.00	9,888.00	0
303-0515-515-3100	PROFESSIONAL SERVICES	2,668.39	50,000.00	3,552.70	3,552.70	46,447.30	7
303-0515-515-3200	ACCOUNTING AND AUDITING	0.00	10,000.00	0.00	0.00	10,000.00	0
303-0515-515-3400	CONTRACTUAL SERVICES	3,696.00	60,336.00	11,312.21	11,312.21	49,023.79	19
303-0515-515-3420	PLANNING & COMM DEMOLITION ASSISTANC	0.00	50,000.00	0.00	0.00	50,000.00	0
303-0515-515-3430	PLANNING & COMM SMALL BUS FACADE	0.00	60,000.00	0.00	0.00	60,000.00	0
303-0515-515-4000	TRAVEL	0.00	3,750.00	0.00	0.00	3,750.00	0
303-0515-515-4100	COMMUNICATION	386.04	3,000.00	1,425.24	1,425.24	1,574.76	48
303-0515-515-4200	MAIL AND FREIGHT	0.00	2,000.00	226.19	226.19	1,773.81	11
303-0515-515-4300	UTILITY SERVICES	413.67	2,900.00	498.13	498.13	2,401.87	17

Town Of Eatonville
STATEMENT OF REVENUE AND EXPENDITURES JANUARY 2025

Section IV. Item #1.

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
303-0515-515-4400	RENTALS AND LEASES	277.54	3,047.00	784.93	784.93	2,262.07	26
303-0515-515-4500	INSURANCE	0.00	40,000.00	0.00	0.00	40,000.00	0
303-0515-515-4600	REPAIRS & MAINTENANCE	69.26	1,000.00	0.00	0.00	1,000.00	0
303-0515-515-4622	GRANT PROGRAM - PAINT,PLANT & PAVE	0.00	50,000.00	4,000.00	4,000.00	46,000.00	8
303-0515-515-4632	HOME LOAN PROGRAM - THE PILOT INFILL	0.00	200,000.00	0.00	0.00	200,000.00	0
303-0515-515-4700	PRINTING & BINDING	67.00	1,000.00	69.20	69.20	930.80	7
303-0515-515-4800	PROMOTIONAL ACTIVITIES	609.58	2,500.00	0.00	0.00	2,500.00	0
303-0515-515-4900	LEGAL ADS	0.00	1,000.00	0.00	0.00	1,000.00	0
303-0515-515-5100	OFFICE SUPPLIES	1,417.48	3,000.00	978.47	978.47	2,021.53	33
303-0515-515-5210	OPERATING SUPPLIES	2,033.66	1,000.00	298.80	298.80	701.20	30
303-0515-515-5290	GAS & OIL	35.00	1,500.00	48.59	48.59	1,451.41	3
303-0515-515-5400	BOOKS, PUBLICATIONS, SUBSCRIPTS	345.59	1,000.00	337.94	337.94	662.06	34
303-0515-515-5900	MISCELLANEOUS EXPENSE	0.00	1,000.00	0.00	0.00	1,000.00	0
303-0515-515-6200	KENNEDY MASTER PLAN DEVELOP.	0.00	1,000,000.00	0.00	0.00	1,000,000.00	0
303-0515-515-6202	REDEVELOPMENT & GRANT PROGRAMS	0.00	20,000.00	0.00	0.00	20,000.00	0
303-0515-515-6210	HISTORICAL GRANT PROGRAM	0.00	0.00	7,385.70	7,385.70	7,385.70-	0
303-0515-515-6301	INFRASTRUCTURE IMPROVEMENT	0.00	285,157.99	0.00	0.00	285,157.99	0
CRA Expenditure Totals		20,833.83	1,967,499.99	45,413.59	45,413.59	1,922,086.40	2

303 CRA	Prior	Current	YTD
Revenues:	357,875.50	227,682.19	227,682.19
Expenditures:	20,833.83	45,413.59	45,413.59
Net Income:	337,041.67	182,268.60	182,268.60

Grand Totals	Prior	Current	YTD
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Town Of Eatonville
STATEMENT OF REVENUE AND EXPENDITURES JANUARY 2025

Section IV. Item #1.

Revenues:	357,875.50	227,682.19	227,682.19
Expenditures:	20,833.83	45,413.59	45,413.59
Net Income:	337,041.67	182,268.60	182,268.60



**HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR CRA MEETING
FEBRUARY 20, 2025, AT 6:30 PM
Cover Sheet**

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Approval of CRA Board Meeting Minutes 1-23-25 (Clerk Office)

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION		Department: CLERK
CONSENT AGENDA	YES	Exhibits: 1. CRA Board Meeting Minutes 1-23-25
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: Approval of CRA Board Meeting Minutes for 1-24-25.

SUMMARY: The CRA Board Meeting was held on the 3rd Thursday in January. Meeting minutes were transcribed from the audio archive for approval for the public records.

RECOMMENDATION: Approval of CRA Board Meeting Minutes for 1-24-25.

FISCAL & EFFICIENCY DATA: N/A



HISTORIC TOWN OF EATONVILLE, FLORIDA

COMMUNITY REDEVELOPMENT AGENCY

MEETING MINUTES

Thursday, January 23, 2024, at 6:30 PM

(Rescheduled date to 4th Thursday for the month of January)

Town Hall (Council Chambers) – 307 E. Kennedy Blvd

SPECIAL NOTICE: These meeting minutes are presented in an abbreviated format intended as a public record discussion of stated meeting according to the Florida’s Government-in-the-Sunshine law. Meetings are opened to the public, noticed within reasonable advance notice, and transcribed into minutes for public record. ***Audio Recording are available through the Town’s website on the Board Agenda Page.*

CALL TO ORDER – Chair Gardner called the meeting to order at 6:30 p.m.

ROLL CALL – Quorum was established through roll call by Town Clerk.

****Director Randolph, Director Critton, and Director Williams arrived after the roll call****

PRESENT: (7) Chair Angie Gardner, Vice-Chair Theo Washington, Director Tarus Mack, Director Rodney Daniels, Director Donovan Williams, Director Ruthi Critton, Director Wanda Randolph

STAFF: (4) Michael Johnson, **Executive Director**, Veronica King, **Town Clerk**; Greg Jackson, **Attorney**; Police Corporal Boone, **Police Department**

INVOCATION AND PLEDGE OF ALLEGIANCE

Chair Gardner led the invocation through a Moment of Silence followed by the Pledge of Allegiance

PRESENTATIONS:

****Added to Agenda:** Reading of Proclamation honoring 3D Tires for 40 years of service in the Town of Eatonville)

1. December 2024 Financial Statements Presentation – Presented by Executive Directive Michael Johnson with an overview of the December financials to include all the expenditures, current balances, and transactions; starting in February, the full budget will be a decision item for the Board of Directors approval.
2. FY 2024-2025 Orange County CDBG Grant Presentation - Presented by Executive Directive Michael Johnson (grant application provided); program amount of \$450,000, have to have this project completed by August 2025, funding is for business incubator and career source (not broadband), career source will set up a virtual apparatus same as the incubator program with the ability to make a conference room, it is a virtual office providing for a business address and a workstation when they come in, there is no cost to the agency for more staffing dollars to staff the facility, revenue generating through rental costs, no cost for staffing, Executive director cannot speak to what was done to determine what went into the grant which was done prior to his hire, the funding is going to be released at the end of the month; the town was looking to use the old police station building as an incubator of this sort, so the idea of bringing an incubator here is not new to the town as a whole.
3. MAJ Architects & Design Eatonville Cultural Entertainment and Event Center – Presented by Malcolm Jones with accompanying PowerPoint, current building condition indicate no roof, most of walls are demolished with about 13-14 ft in overall height, set of stairs remain but no second floor, the canopy no longer exist, peeling of

paint, the emergency demolition discovered that none of the block walls have existing rebar, and none of the cells are currently poured; this is a historic restoration grant, there is only a handful of photos; presented a conceptual floorplan indicating a live event venue and cultural center to function in various capacities such as a cafe or dining space, a lounge that incorporates a bar, and live event space that could host live music and performances; will provide operable partitions of walls to allow for space flexibility; no more of the building can be demolished or there is no more Club Eaton, the best way to maintain what is left is to not touch it at all and work around it, presented a new construction of the building on the interior of the existing shell of what is left of Club Eaton, the new building is going to speak to and be reminiscent of the history reflecting recognizable features from the older folders reviewed; this is the second iteration of the design which allowed for the historic building to stand out more and was sufficient, there is a preliminary approval of the design and waiting for a writing and confirmation to proceed to the next step to begin 30 percent of the schematic design creating the construction documents; building capacity is approximately 15 sq.ft. per person at about 11,000 sq.ft. for the new building can be up to 900 capacity, capacity can be limited through discussions with the Fire Marshall to determine the final capacity; Request: scale drawing in relation to the surrounding areas; currently discussing parking for the space.

- 4. Reading of Proclamation honoring 3D Tires for 40 years of service in the Town of Eatonville as of January 21, 2025. A picture was taken with Board member Donovan Williams (a son of the original owner of 3D Tires) with the rest of the board.

CITIZEN PARTICIPATION – (1)

Joyce Irby (Provided Handouts) - This is a business issue and provides clarity through correspondence between Ms. Joyce Irby and Mr. Johnson; expressed concerns and challenges with hotel accommodations during the August 2021 Founder’s day when musical group was contracted to do a concert, Johnson agreed to pay for hotel stay but hotels indicated that there were no rooms; \$953 is owed for expenses paid out; contract also says buyer agrees to provide ground transportation to and from the hotel and to the sound check and performance, hotel check in was at 3pm with no rooms available, had to pay \$139 for three rooms at the Embassy Suites because of no access to the hotel Mr. Johnson paid for.

CONSENT AGENDA: (Approved items 4 and item 6 only)

Chair Gardner motion to APPROVE Consent Agenda with amendments moving items #5 and # 7 to board decision; approving CRA Meeting Minutes for 9/19/24,10/3/24, 10/17/24, 12/18/24; approving Resolution # CRA-R-2025-02 Amending of TOE and TOECRA Interlocal Agreement; **moved** by Director Randolph; **second** by Director Critton; **AYE: ALL, MOTION PASSES. Notes:** Moved items # 5 (Resolution # CRA-R-2025-01 Authorizing the Executive Director or Designee Limited Access to the CRA Trust Account) and item #7 (approving Resolution #CRA-R-2025-03 Memorandum of Understanding with HELP CDC) to board decision.

BOARD DISCUSSION:

Discussion of Resolution CRA–R–2025-04 CRA Bylaws – (Handout of the redlined copy of bylaws indicating the accumulation of the three drafts including the current bylaws) – **Discussions:** (Director Randolph) concerns with the bylaw redlined draft, inconsistencies; recommend more time to review; (Director Critton) hoping to table to allow time for conversation through a special meeting or workshop, tonight’s meeting was supposed to be a light agenda to allow for more time, the current agenda have several items for consideration; (Director Daniel) recommend that this item be workshopped; (Chair Gardner) the redlined documents was more of a strike out not a comparison of the bylaws; need a majority vote to remove someone from office so we could stop breaking the flow of the business of the community redevelopment, need something to protect when laws have been broken, recommend majority vote to hire and super majority to remove, when documented by law and by lawyers that laws have been broken, we do not want to pin ourselves to a supermajority vote in those instances when there is a reason for someone to be removed and both lawyers (town and CRA) have agreed, Executive director clarified that the redlined document is the comparison of the bylaws provided him, the

information contained in the resolution is also contained in the redlined document indicating what is the same and what is not, the bylaws are for the board on how to govern yourself, there are certain things that are statutory like special meetings and the composition of the board; (legal) a super majority votes or two thirds votes is what is it sometimes referred to are used to address certain or special circumstances for an agency or for an organization, the agency can have a supermajority vote as long as a supermajority vote does not conflict with the charter, if there is a certain or special situation that the agency needs protection against, a supermajority vote can be used for that purpose, if it is going to impede on someone's rights and/or if someone is being accused of doing something, a supermajority vote can be employed for removal, if for cause, then it does not have to be supermajority but a majority vote to remove someone where a cause have been found, if there are other positions retained by the board, then the same standard should apply to those positions as well, do not want to single out a position to prevent there being any disparate treatment of the various positions of individuals who are appointed by the board to serve, (Mr. Johnson) the CRA is governed by the Statute 163 and not the town charter, the town charter is for the government, but the government creates a plan in which the CRA agency is supposed to execute, (Legal) where the statute is silent on certain issues, then you refer to the charter; (Director Critton) in the case of insubordinate or who lacks professionalism and not carrying out the duties that are set into the bylaws for the executive director, does that really need to go to legal (Response by Chair, in the case of breaking policies that can go before legal to determine did this break policy, if ye, it comes to the board for a decision as a majority vote to remove the person) Director Critton wants to be sure that the voice of a board member will matter and not to be cut off as a director from bringing what is believed to be a cause or having that dismissed because of not having a juris doctorate; all employees fall under human resource of the town, the CRA does have its own policies and procedures since 2000 that deals with employment, corrective action, same as the town, presently the human resource is working to update both; (Vice Chair Washington) the board runs the CRA and directs the Executive Director; the need for a supermajority for the reasons stated is a fundamental flaw, it is not a flaw in the policy or procedure, but a flaw in the board, we should do this town some justice and be adults, (Chair Gardner) should use the supermajority from having to revisit these bylaws from someone who just does not like something, if there is a flaw in the bylaws five people will see it, there is language already in the resolution that speaks to the supermajority (page 42, section one in the populated package), bylaws should appeal to everyone; want to table the decision for the bylaws once we get to item #14 on the agenda; Discussions with considerations were pertaining to the advisory board, independent board, majority versus supermajority vote, termination of Executive Director, deadlines for board packages, the interlocal agreement, the calling of special meetings, appointment period for the Chair and Vice Chair.

BOARD DECISIONS: (Items 5 and 7 were moved from the consent agenda)

(Item #5 - Moved from Consent) Approval of Resolution # CRA-R-2025-01 Authorizing the Executive Director or Designee Limited Access to the CRA Trust Account - (Preamble Read) - Chair Gardner motion to APPROVE Resolution # CRA-R-2025-01 Authorizing the Executive Director or Designee Limited Access to the CRA Trust Account; moved by Director Randolph; second by Vice Chair Washington; AYE: ALL, MOTION PASSES.

(Item #7 - Moved from Consent) Approval of Resolution #CRA-R-2025-03 Memorandum of Understanding with HELP CDC - (Preamble Read) - Chair Gardner motion to APPROVE Resolution #CRA-R-2025-03 Memorandum of Understanding with HELP CDC; moved by Director Mack; second by Director Daniels; AYE: ALL, MOTION PASSES. Questions/Comments: Director Daniels expressed concerns about the language in the resolution (section one), the Executive Director should bring to the board all future MOUs and partnerships, resolution is for two things establishing the Health CDC Memorandum of Understanding and giving the Executive Director the authority to establish partnerships with other communities; it is important to clarify the intent of the language in a resolution because resolution is policy; the board by consensus would like to remove the language from section one “the future community partnership to leverage resources”; **Chair Gardner motion to RESCIND** the previous vote on the Approval of Resolution #CRA-R-2025-03 Memorandum of

Understanding with HELP CDC; **moved** by Director Critton; **second** by Director Randolph; **AYE: ALL, MOTION PASSES (Previous vote rescinded).**

Chair Gardner motion to APPROVE Resolution #CRA-R-2025-03 Memorandum of Understanding with HELP CDC **with amendment** removing out the language in section one “the future community partnership to leverage resources”; **moved** by Director Daniels; **second** by Vice Chair Washington; **AYE: ALL, MOTION PASSES.**

Approval of Resolution # CRA-R-2025-05 Architectural Vendor Services – Executive Director Michael Johnson introduced the items, the Town of Eatonville Finance Department came up with a procurement process for Architectural Vendor Services specifically for the renovations anticipated by the state, one of the requirements was to do a procurement process and make a selection, the scoring sheets indicates the highest ranking vendor as Rhodes & Brito Architects; (Preamble Read) **Chair Gardner motion to APPROVE** Resolution # CRA-R-2025-05 Architectural Vendor Services; **moved** by Director Mack; **second** by Director Daniels; **AYE:** Chair Gardner, Vice-Chair Washington, Tarus Mack, Director Williams, Director Critton, Director Randolph; **NAYE:** Director Rodney Daniels; **MOTION PASSES. Question/Comments:** Expressed concerns that Mrs. Chua may not have understood the assignment of scoring the vendors; ranking criteria, this is quantitative, will take a look and fix the questions;

Chair Gardner motion to RESCIND the previous vote on the Approval of Resolution # CRA-R-2025-05 Architectural Vendor Services; **moved** by Director Critton; **second** by Director Daniels; **Discussion:** (Chair Gardner) The recommendation is for the highest ranking, there is nothing that says we cannot go with who the board chooses, believe that MAJ Architecture should be the architect, clarity was given that this recommendation for architect is for the business this is the incubator (not Club Eaton), the board has the authority to choose whoever they want but required to follow the town's procurement process, the town did that process and made a recommendation, the board is not obligated to take that recommendation but will need to justify doing something different when the process was properly scored and ranked, the town in the procurement process needs to establish a local preference policy which gives more flexibility, it is not in the current procurement procedure. **NO ACTION TAKEN; Motion Rescinded.**

Approval of Resolution 2025-06-CRA FY2024 – 2025 Budget Amendment #2 - (Preamble Read) – Executive Director stated that items 11 and 12 are to be stripped and taken out of the resolution, the money will be placed back into the capital line. **Chair Gardner motion to APPROVE** Resolution 2025-06-CRA FY2024 – 2025 Budget Amendment #2 with amendments removing Item 11 and 12 in the resolution; **moved** by Director Washington; **second** by Director Mack; **AYE:ALL; MOTION PASSES.**

Approval of Resolution CRA 2025-07 CRA Organization Chart - (Preamble Read) **Chair Gardner motion to APPROVE** Resolution CRA 2025-07 CRA Organization Chart; **moved** by Director Mack; **second** by Director Washington; **AYE:ALL; MOTION PASSES. Question/Comments:** Clarifications: (Page 60) line pointing up to the mayor and council, is that correct (yes, the mayor and council creates the CRA Board and can change it, there are no changes without the council's approval; there is supposed to be a line pointing from the Executive Director up to the board (yes, the Executive Director reports to the board); positions will be posted inhouse.

Approval of Resolution # CRA-R-2025-08 CRA Job Descriptions for Program Coordinator – Executive Director provided a copy of the Job Description (JD)for the Fiscal Coordinator (it was not in the original board package and does not include grants on JD). (Preamble Read) **Chair Gardner motion to APPROVE** Resolution # CRA-R-2025-08 CRA Job Descriptions for Program Coordinator; **moved** by Director Critton; **second** by Vice Chair Washington; **AYE:ALL; MOTION PASSES.**

Approval of Resolution # CRA-R-2025-09 Authorizing Invitation to Negotiate (ITN) – (Preamble Read) Executive Directive provided clarity and corrections to the preamble which should read “Pool of vendors” and

“executive director” - **Chair Gardner motion to APPROVE** Resolution # CRA-R-2025-09 Authorizing Invitation to Negotiate (ITN) with amendments correcting the preamble to read ”Pool of vendors” and “executive director”; **moved** by Director Mack; **second** by Director Critton; **AYE:ALL; MOTION PASSES. Question/Comments:** What are the means to advertise and solicit contractors or vendors as well as minority contractors; once the invitation to negotiate is drafted with criteria, it will go to DemandStar (advertisement platform for the town) where responses are received based on criteria, general contractor are state mandated and required to be licensed, and any selection will come back to the board.

Approval Resolution CRA-R-2025-04 CRA Bylaws – (Preamble Read) **Chair Gardner motion to TABLE** Resolution CRA-R-2025-04 CRA Bylaws; **moved** by Director Critton; **second** by Vice Chair Washington; **AYE:ALL; MOTION PASSES (Item Tabled).**

Approval of Sponsorship Request in Support of the 36th Annual ZORA! Festival, Programming (PEC) – Presented by NY Nathiri (Gave to board the 2022 Zora Festival Season Official Guide)- behalf of the Association to Preserve and Lead the Developed Community. This sponsorship request directly addresses the October 25, 1997, Community Development. Plan, page 21, column 3, events, presently the Town of Eatonville celebrates the Zora Neale Hurston Festival annually, it is a four-day cultural event featuring the visual, written, and performance arts and widely attended, including nearly 7, 000 of region visitors who came to the area and spent over a million dollars in the metro Orlando area, this event can be promoted and made the cornerstone of the communities events, much like the Winter Park Festival, which has regional notoriety, this is a season long sponsorship from January to October; **Board Questions/Comments:** The CRA can only fund projects for the FY2024/2025 through September 30, sponsorship has to be CRA preference specifically for CRA; doing activities and funding activities, if it's not specifically spelled out, uh, in the plan and you can't find the language for it to fit inside of the plan, then it should not be, um, should not be done, must comply with the 2023 law change; laws state that the CRA cannot give to a non-profit; the CRA limitations are bound to the 2023 law changes, marketing is not allowed, the term marketing is no longer used, the term used in training was education, the Stogies at Sunset was not a CRA event and should not have happened; a CRA hosted event must be under the CRA and informs the public about the district and activities happening in the district; if one of the Zora events can be CRA driven informing others about the town's CRA, the great things that are happening, it would fit within the parameters, have to do away with the term sponsor, can assist by getting some of the CRA vendors to be sponsors; Mr. Johnson request that the board allow him to work with Mrs. Nathiri in getting sponsors, like TD Bank, could probably get a lot more than what is being asked, cannot do anything perceived to be marketing but can educate, can buy a booth and disseminate CRA information, funding is yearlong, too short of notice for January, we can work to help leverage relationships; Director Critton request for an copy of the 2023 update statue. **Chair Gardner motion to TABLE** Sponsorship Request in Support of the 36th Annual ZORA! Festival, Programming (PEC); **moved** by Director Mack; **second** by Director Randolph; **AYE:ALL; MOTION PASSES (Item Tabled).**

STAFF/BOARD REPORTS:

- Town Clerk (Veronica King)** -- No Report
- Attorney (Greg Jackson)** – No Report
- Executive Director (Michael Johnson)** – Will coordinate the special session
- Director Tarus Mack** – No Report
- Director Rodney Daniels** – No Report
- Director Donovan Williams** – Excited about Club Eaton (Eatonville Performing Arts and Cultural Center), give attention and take care of what is in the front and in the back of it
- Director Ruthi Critton** – excited about the Eatonville Performing Arts and Cultural Center and the CDBG Incubator; Happy New Year
- Chair Wanda Randolph** – No Report; Happy New Year

Vice Chair Theo Washington – Congratulations to 3D Tires; need to be good stewards and welcome businesses.

Chair Gardner – MAJ has been doing a great job with the club; would ask that Rhodes & Brito Architects bring in and partner with MAJ Architecture

ADJOURNMENT Chair Wanda Randolph Motions for Adjournment of Meeting (**Moved** by Director Mack; **Second** by Director Critton; **AYE: ALL; MOTION PASSES. Meeting Adjourned at 8:55 P.M.**

Respectfully Submitted by:

APPROVED

Veronica L King, Town Clerk

Angie Gardner, Chair



**HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR CRA MEETING
FEBRUARY 20, 2025, AT 6:30 PM
Cover Sheet**

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Approval of CRA Board Meeting Minutes 1-23-25 (Clerk Office)

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION		Department: CLERK
CONSENT AGENDA	YES	Exhibits: 1. CRA Board Meeting Minutes 1-23-25 (Forthcoming)
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: Approval of CRA Board Meeting Minutes for 1-24-25.

SUMMARY: The CRA Board Meeting was held on the 3rd Thursday in January. Meeting minutes were transcribed from the audio archive for approval for the public records.

RECOMMENDATION: Approval of CRA Board Meeting Minutes for 1-24-25.

FISCAL & EFFICIENCY DATA: N/A



**HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR CRA MEETING
FEBRUARY 20, 2025, AT 6:30 PM
Cover Sheet**

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Approval of CRA Special Meeting Minutes 11-5-24 (Clerk Office)

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION		Department: CLERK
CONSENT AGENDA	YES	Exhibits: <ul style="list-style-type: none"> • CRA Special Meeting Minutes 11-5-24 (Forthcoming)
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: Approval of CRA Special Meeting Minutes 11-5-24.

SUMMARY: The CRA Board Meeting was held on the 1st Tuesday in November. Meeting minutes were transcribed from the audio archive for approval for the public records.

RECOMMENDATION: Approval of CRA Special Meeting Minutes 11-5-24.

FISCAL & EFFICIENCY DATA: N/A



**HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR CRA MEETING
FEBRUARY 20, 2025, AT 6:30 PM
Cover Sheet**

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Approval of Resolution CRA – R – 2025-10 January 2025 Financials (Administration)

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION	YES	Department: ADMINISTRATION
CONSENT AGENDA	YES	Exhibits: <ul style="list-style-type: none">Resolution CRA-R-2025-10
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: Administration request approval of Resolution CRA – R – 2025-10

SUMMARY: Going forward the Board of Directors will need to approve the monthly financial of the CRA. This is a consent item.

RECOMMENDATION: The TOECRA Administration recommends approval of Resolution CRA-R-2025-10

FISCAL & EFFICIENCY DATA: No fiscal impact.

RESOLUTION CRA-R-2025-10

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) APPROVING THE JANUARY 2025 FINANCIALS AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS the members of the governing body and two (2) additional members from the taxing authorities serve as Directors of the Agency; and

WHEREAS, such members constitute the head of a legal entity, separate, distinct, and independent from the governing board of the County and Municipality; and

WHEREAS the TOECRA Board of Directors is the fiduciary to the CRA Trust Account and seeking to manage the CRA Trust in an efficient manner; and

WHEREAS the TOECRA Board of Directors will review and approve all monthly financial reports: and

Whereas NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY OF EATONVILLE, FLORIDA.

SECTION ONE: AMENDMENTS. The TOECRA Board of Directors will review and approve all monthly financial reports in good stewardship of the CRA Trust Account.

SECTION TWO: CONFLICTS: All Resolutions of the Town of Eatonville Community Redevelopment Agency or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and repealed.

SECTION THREE: SEVERABILITY: If any section or portion of a section of this Resolution is found to be invalid, unlawful, or unconstitutional it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION FOUR: EFFECTIVE DATE: This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 20th day of February 2025.

Angie Gardner, Chair

ATTEST:

Veronica King, Town Clerk or Board Designee

ACCOUNT ACTIVITY

Use this page to view your account activity, including pending and processed transactions.

BALANCE SUMMARY - AS OF 02/10/2025 15:41

Account

TOWN OF EATONVILLE TRUST ACCOUNT - 4... ▼

Account ID	4308986368
Nickname	TOWN OF EATONVILLE TRUST ACCOUNT
Closing Available	\$ 1,799,976.42 As Of 02/08/2025
Closing Ledger	\$ 1,799,976.42 As Of 02/08/2025
Current Balance	\$ 1,799,952.99 As Of 02/10/2025 15:41
Current Available	\$ 1,799,952.99 As Of 02/10/2025 15:41
Opening Available	\$ 1,799,976.42 As Of 02/10/2025 15:41
Opening Ledger	\$ 1,799,976.42 As Of 02/10/2025 15:41
1 Day Float	\$ 0.00 As Of 02/10/2025 15:41
2 or more days fl...	\$ 0.00 As Of 02/10/2025 15:41
Total Credits	\$ 0.00 As Of 02/08/2025
Total Debits	\$ 253.99 As Of 02/08/2025

ACCOUNT - TOWN OF EATONVILLE TRUST ACCOUNT - AS OF 02/10/2025 15:41

Search on From To

Absolute Date 01/01/2025 01/31/2025

PENDING TRANSACTIONS

Date ▼ Transaction Type ▲ Description ▲ Withdrawals ▲ Deposits ▲

NO INFORMATION TO DISPLAY

POSTED TRANSACTIONS

Date ▼ Transaction Type ▲ Description ▲ Withdrawals ▲ Deposits ▲

01/31/2025 ATM Debit 0 403629 ADOBE
ADOBE 408 536 6000
* CA \$ (71.97)

01/29/2025 Check Paid
7743 CHECK \$ (125.00)

01/29/2025 Check Paid
7745 CHECK \$ (163.77)






01/29/2025 Check Paid
7747 CHECK \$ (853,429.26)







01/27/2025 Check Paid
7746 CHECK \$ (1,995.00)

01/24/2025 Check Paid
7744 CHECK \$ (1,000.00)

01/21/2025 ATM Debit 0 403629 ADOBE
ADOBE 408 536 6000
* CA \$ (29.98)

01/21/2025 Check Paid
7742 CHECK \$ (139.95)

Date ▼	Transaction Type ▲	Description ▲	Withdrawals ▲
01/21/2025	Check Paid 7741 	CHECK	\$ (672.00)
01/16/2025	Check Paid 7739 	CHECK	\$ (1,890.00)
01/15/2025	ATM Debit 0	407105 FLORIDA REDEVELOPMENT 850 2229684 * FL	\$ (495.00)
01/15/2025	ATM Debit 0	407105 FLORIDA REDEVELOPMENT 850 2229684 * FL	\$ (495.00)
01/15/2025	Interest Credit 0	ANALYSIS INT	\$ 2,527.81
01/13/2025	Check Paid 7733 	CHECK	\$ (31.21)
01/13/2025	Check Paid 7736 	CHECK	\$ (37.58)
01/10/2025	ATM Debit 0	413746 OFFICE DEPOT 149 WINTER PARK * FL	\$ (224.12)
01/09/2025	ATM Debit 0	403629 ADOBE ADOBE 408 536 6000 * CA	\$ (34.05)
01/09/2025	Check Paid 7740 	CHECK	\$ (566.24)
01/08/2025	ATM Debit 0	401134 NNA SERVICES LLC WWW NATIONALN * CA	\$ (357.70)
01/06/2025	ATM Debit 0	443099 MICROSOFT G072037886 MSBILL INFO * WA	\$ (22.00)

Date ▼	Transaction Type ▲	Description ▲	Withdrawals ▲
01/06/2025	ATM Debit 0	413746 OFFICE DEPOT 149 WINTER PARK * FL	\$ (407.86)
01/06/2025	Deposit 0  	DEPOSIT	\$ 985,912.00
01/03/2025	Check Paid 7734 	CHECK	\$ (90.11)
01/03/2025	Check Paid 7737 	CHECK	\$ (382.07)
01/02/2025	Check Paid 7738 	CHECK	\$ (87.26)
01/02/2025	Check Paid 7735 	CHECK	\$ (7,385.70)



**HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR CRA MEETING
FEBRUARY 20, 2025, AT 6:30 PM
Cover Sheet**

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Discussion of the CRA Bylaws (**Discussion Only**)

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION		Department: LEGISLATIVE
CONSENT AGENDA		Exhibits: <ul style="list-style-type: none"> CRA Bylaws Comparison Document
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION	YES	

REQUEST: Request for the TOECAR Board to the discuss the CRA Bylaws.

SUMMARY: The TOECRA last approved bylaws back in 2023. The Board of Directors expressed to combine the existing bylaws with the two additional bylaws presented by the board. The adoption of the Bylaws is paramount to the function of the board and provides clear intent and responsibilities in which the board operates. Additionally, the bylaws set forth board members’ responsibilities and establish the officers of the board, meeting requirements and financial/reporting requirements.

RECOMMENDATION: Recommend for the TOECAR Board to the discuss the CRA Bylaws.

FISCAL & EFFICIENCY DATA: No fiscal impact.

RESOLUTION CRA-R-2025-04

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) REPEALING THE EXISTING BYLAWS AND ADOPTING THE FOLLOWING BYLAWS AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Whereas NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY OF EATONVILLE, FLORIDA.

ARTICLE 1: THE ORGANIZATION

1.1 NAME: The name of this agency is to the Town of Eatonville Community Redevelopment Agency ("TOECRA"), which was created by Resolution #1997-23 adopted by the Town of Eatonville Council on December 16, 1997.

1.2 POWERS: The CRA derives its powers from Chapter 163, Part III, Florida Statutes as amended and from other powers as delegated by the taxing authorities (Orange County and the Town of Eatonville) via Interlocal Agreements and/or Memorandums of Understandings.

1.3 PURPOSE: The CRA was established to eliminate and prevent the development and spread of slums and blight as defined under Florida Statute Chapter 163, Part III.

1.4 CRA Plan and CRA District: The CRA Plan can be amended from time to time by the Town Council at the recommendations of the Board of Directors and/or Executive Director. The purpose of the CRA Plan is to identify policies and actions to remedy the Conditions of Slum and Blight that have been determined to exist within the CRA District. The CRA District can only be amended on the recommendation of the Board of Directors to the Town Council. The CRA District consists of all the Town's boundaries. All amendments and modification must be approved by each taxing authority (Town of Eatonville & Orange County)

1.5 DOCUMENTS AND OPERATIONS: The Town Clerk shall be the custodian of all public records for the agency. All CRA records shall be made available for public inspection as provided by Florida Law. The CRA shall operate under the business hours of 8:00 A.M., to 5:00 P.M., Monday through Friday except for holidays. The Executive Director may adjust office hours for special occasions and/or events as needed.

ARTICLE II.CRA BOARD OF DIRECTORS

1.6 MEMBERS OF THE BOARD OF DIRECTORS: Per the Interlocal Agreement established between the taxing authorities (Orange County and the Town of Eatonville) and the Agency consistent with Chapter 163 Part III of the Florida Statute, the membership must consist of the five (5) Town Council members plus two (2) members appointed by each taxing authority as long as the Town Council serve as members of the Board of Directors. The Town Council may elect to appoint an independent Board of Directors of at least (5) five members but no more than seven (7) to serve on the Board of Directors. If this method is chosen, the membership must be consistent with Florida Statute Chapter 163 Part III with appointments required by the taxing authorities as per the stated Interlocal Agreement. Board members shall serve without compensation but are entitled to reimbursement for actual expenses incurred in discharging their duties in accordance with agency and/or Town policies and allocated fiscal budget.

1.7 CHAIR: The Chair shall preside over all meetings and shall work with the Executive Director as directed by the Board of Directors. The Chair shall also execute all official documents of the agency when necessary or as authorized by the Board of Directors. The Chair does not have any administrative duties unless there is an absence or vacancy of an Executive Director at which the Board of Directors must by Resolution authorize first and not to exceed a 30-day period. The Chair shall review with the Executive Director all agendas before presentation to the Board of Directors. The Chair may not interfere with the day-to-day operations of the agency (see Executive Director). The Town Council shall appoint a Chair and Vice Chair of the Agency for a period not to exceed their term of appointment or term of office if they are an elected official.

1.8 VICE CHAIR: Shall have all the duties of the Chairman in his/her absence. The Town Council shall appoint a Vice Chairman of the Agency for a period not to exceed their term of appointment or term of office if they are an elected official.

1.9 EXECUTIVE DIRECTOR: The Executive Director shall serve as the Chief Executive Officer of the CRA. The Executive Director shall oversee all day-to-day operations of the agency consistent with CRA Policies and Procedures and Town of Eatonville procurement procedures. The Executive Director shall supervise all employees, professional service providers, consultants, and vendors of the agency. The Executive Director can terminate all employees, professional service providers, consultants, and vendors of the agency. The termination of the Executive Director requires a super majority vote of the Board of Directors. The Executive Director can execute employment terms for all budgeted positions without the Board of Directors' approval. The Executive Director shall adhere to all Florida Statutes and applicable provisions.

2.0 INTERLOCAL AGREEMENT AND MEMORANDUM OF UNDERSTANDING: The Agency shall have the authority to enter long or short term with the Town of Eatonville for any reason deemed necessary for the efficient conduct of the agency and/or the Town. A

Memorandum of Understanding can be established to accomplish short-term redevelopment activities not contemplated by any Interlocal Agreement.

ARTICLE V MEETINGS:

2.1 REGULAR MEETING: All regular meeting dates and times shall be approved and posted for the fiscal year by the Board of Directors before the last day of December of the previous fiscal year. The CRA Advisory Board may adopt a monthly, quarterly semi- annual, or annual meeting schedule. All regular meetings must be held consistent with CRA policies and procedures along with Florida Statute. Meetings may be canceled by the Chair and/or Executive Director in accordance with the Florida Statute and CRA policies and procedures.

2.2 SPECIAL MEETINGS: Special meetings may be called by the Chair and/or Executive Director in accordance with the Florida Statute and CRA policies and procedures. All Special meetings must be held consistent with CRA policies and procedures along with Florida Statute.

2.3 EMERGENCY MEETINGS: For urgent matters requiring immediate Board of Directors action may be called by the Chair and the Executive Director with a 24-hour notice or as soon as possible. Prior public notice shall not be required but shall be provided as soon as possible. All emergency meetings must be held consistent with CRA policies and procedures along with Florida Statute.

2.4 QUORUM: The presence of a majority of the Board of Directors shall constitute a quorum for meeting purposes.

2.5 AGENDA: The Executive Director shall prepare all meetings Agendas with review by the Chair. The Agenda and Agenda Packet must be delivered to each member no later than three (3) days before the meeting date. Agenda items requested by Board members must be in writing and presented to the Executive Director seven (7) days prior to such a meeting scheduled.

ARTICLE VI FINANCIAL MANAGEMENT and ANNUAL REPORTING

2.6 FISCAL YEAR: The CRA fiscal year shall begin on October 1st of each year.

2.7 BUDGET: The Executive Director must post on the CRA website the proposed fiscal budget by September 30 of each year. The Board of Directors must approve the final adopted fiscal budget no later than December 21st of each year.

2.8 ANNUAL REPORTING REQUIREMENTS: Community Redevelopment Agencies in Florida are required by state law to prepare five annual reports:

- 1) Annual Audit (can be independent of the creating entity or included in the creating entity's audit) (www.myflorida.com/audgen)
- 2) Annual Fees and Updates to the Office of Special District Accountability at the Florida Department of Economic Opportunity (<http://floridajobs.org/community-planning-and-development/special-districts/special-district-accountability-program>)
- 3) Comprehensive Annual Financial Report (<https://myfloridacfo.com/division/aa/local-governments>)
- 4) Annual March 31 Report to the public (posted online)
- 5) Annual Budget (proposed and adopted) and Board, contact information updated and posted each September online on CRA pages.

2.9 ACCOUNTING PRACTICES. The CRA shall comply with the Florida Department of Financial Services uniform accounting practices and procedures for units of Local Government. CRA Board of Directors must adopt the Town's Procurement Policy consistent with agency management structure.

3.0 SUPERVISION OF ACCOUNTS. The Executive Director shall be responsible for the internal supervision and control of the CRA accounts (Trust Fund).

3.1 AUDIT: All auditing services must be provided by an independent auditor/firm separate from each taxing authority. Such an audit shall be provided to the Town of Eatonville as a supplemental audit to the Town's Audit report and consistent with the Town's state reporting requirements.

ARTICLE VII CRA ADVISORY BOARD

3.2 ADVISORY BOARD. The Board of Directors shall appoint a CRA Advisory Board to work with the Executive Director on program implementation and execution of the CRA Plan. The CRA Advisory Board must consist of at least five (5) business owners in the Town of Eatonville and two (2) citizens. The Executive Director shall recommend each member be confirmed by the Board of Directors. Meeting with the CRA Advisory Board is open to public and are considered committee meetings which do not require a formal process.

ARTICLE IX AMENDMENT OF BYLAWS

SECTION ONE: AMENDMENTS. Amendments to these bylaws shall require a super majority vote of the Board of Directors and provided that such amendments do not violate Florida Law.

SECTION TWO: CONFLICTS: All Resolutions of the Town of Eatonville Community Redevelopment Agency or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and repealed.

SECTION THREE: SEVERABILITY: If any section or portion of a section of this Resolution is found to be invalid, unlawful, or unconstitutional it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION FOUR: EFFECTIVE DATE: This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____ 2025.

Angie Gardner, Chairman

ATTEST:

Veronica King, Town Clerk or Board Designee

BYLAWS



HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR CRA MEETING
JANUARY 23, 2025, AT 6:30 PM
Cover Sheet

****NOTE** *Please do not change the formatting of this document (font style, size, paragraph spacing etc.)***

ITEM TITLE: Resolution CRA – R – 2025-04 Bylaws

COMMUNITY REDEVELOPMENT ACTION:

<u>CRA DECISION</u>	<u>X</u>	<u>Department:</u>
<u>CONSENT AGENDA</u>		<u>Exhibits:</u>
<u>NEW BUSINESS</u>	<u>X</u>	
<u>ADMINISTRATIVE</u>		
<u>CRA DISCUSSION</u>		

REQUEST: Approval of Resolution CRA – R – 2025-04

SUMMARY: The TOECRA last approved bylaws back in 2023. The Board of Directors expressed to combine the existing bylaws with the additional two board presented bylaws. The adoption of the Bylaws is paramount to the function of the board and provides clear intent and responsibilities in which the board operates. Additionally, the bylaws set forth board members’ responsibilities and establish the officers of the board, meeting requirements and financial/reporting requirements.

RECOMMENDATION: The TOECRA Administration recommends approval of Resolution CRA-R-2025-03 and the attached bylaws to ensure operations of the board and administration are done effectively.

FISCAL & EFFICIENCY DATA: No fiscal impact.

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RESOLUTION CRA-R-2025-04

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) REPEALING THE EXISTING BYLAWS AND ADOPTING THE FOLLOWING BYLAWS AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

(A Community Redevelopment Agency Created Pursuant to Chapter 163, Part III, Florida Statutes)

These Bylaws of

Whereas NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY OF EATONVILLE, FLORIDA.

ARTICLE 1: THE ORGANIZATION

1.1 NAME: The name of this agency is to the Town of Eatonville Community Redevelopment Agency address("TOECRA"), which was created by Resolution #1997-23 adopted by the administrationTown of Eatonville Council on December 16, 1997.

1.2 POWERS: The CRA derives its powers from Chapter 163, Part III, Florida Statutes as amended and management of from other powers as delegated by the Agency. Dutiestaxing authorities (Orange County and responsibilities the Town of the Community Redevelopment Agency are set forth in Eatonville) via Interlocal Agreements and/or Memorandums of Understandings.

1.3 PURPOSE: The CRA was established to eliminate and prevent the development and spread of slums and blight as defined under Florida Statute Chapter 163, Part III, Florida Statutes, these Bylaws and ordinances of the Town of Town of Eatonville, a Florida municipal corporation. If a conflict arises between any provision of Chapter 163, Part III, Florida Statutes, these Bylaws and the ordinances, then the statute shall prevail.

ARTICLE 1: DEFINITIONS

Unless otherwise noted in the Bylaws, the terms used herein have the same meaning as defined in Section 163.340, Florida Statutes

1.4 CRA Plan and CRA District: The CRA Plan can be amended from time to time by the Town Council at the recommendations of the Board of Directors and/or Executive Director. The purpose of the CRA Plan is to identify policies and actions to remedy the Conditions of Slum and Blight that have been determined to exist within the CRA District. The CRA District can only be amended on the recommendation of the Board of Directors to the Town Council. The CRA District consists of all the Town's boundaries. All amendments and modification must be approved by each taxing authority (Town of Eatonville & Orange County)

2.0 DOCUMENTS AND OPERATIONS:

ARTICLE 2: GENERAL

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~~2.1 Establishment and Name. Pursuant to Chapter 163, Part III, Florida Statutes, the Town Council of the Town of Eatonville, Florida, as the governing body (the "Town") established a community redevelopment agency known as the Town of Eatonville Community Redevelopment Agency (the "TOECRA"), as a legal entity, separate, distinct, and independent from the Town.~~

~~2.2 Purpose and Objectives. The purpose of the TOECRA is to formulate a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas within designated areas of the Town, consistent with the Town of Eatonville Community Redevelopment Plan adopted by the Town in Resolution No. 1997 23, adopted by the Town on December 16, 1997, as such Plan may from time to time be amended.~~

~~2.3 Members and Terms. In accordance with Section 163.357(1)(a) and (c), Florida Statutes, and Town of Eatonville Resolution No. 1997 23, the TOECRA shall be governed by a board (the "Board") consisting of the five (5) members of the Town of Eatonville Town Council plus two appointed members. One of the appointed members shall be nominated for appointment by Orange County and one appointed by the Town Council. Those TOECRA Board members who are also members of the Town Council shall have terms that run concurrent with their Town Council terms. The two (2) appointed Board Members shall serve four (4) year terms. However, the initial term for seat one (1) shall be for a two (2) year term for the purpose of staggering the terms. The person appointed by the Town Council to serve on the Board shall reside or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the Town of Eatonville, and shall be otherwise eligible for such appointment under Chapter 163, Part III, Florida Statutes. When a Board Member's term has concluded, the Board Member shall retain his or her seat on the Board until such time that a successor has been appointed who meets the qualifications to serve on the Board.~~

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~~2.4 Compensation. Board members shall serve without compensation from the TOECRA but shall be entitled to reimbursement for their actual and necessary expenses incurred in the discharge of their duties for the TOECRA. Requests for reimbursement shall be subject to the requirements as applicable to members of the Town of Eatonville Council under the policies of the Town.~~

~~2.5 Operation. In accordance with Chapter 163, Part III, Florida Statutes, the TOECRA shall have all the powers and authority necessary or convenient to carry out and effectuate the purposes and provisions of the referenced statute. Unless expressly provided otherwise by law or lawful actions of the TOECRA Board, the Town of Eatonville policies and procedures shall govern the actions of the TOECRA.~~

~~2.6 TOECRA Documents. The official set of TOECRA books and financial records shall be maintained in the Town of Eatonville Financial Services Department. The official Town Clerk shall be the custodian of all public records for the agency. All CRA records, documents and minutes of the TOECRA shall be maintained in the Town of Eatonville Clerk Office. All TOECRA books, records, documents and minutes shall be opened shall be made available for public inspection as provided by law.~~

~~2.7.1.5 Principal Office. Florida Law. The TOECRA's principal CRA shall operate under the business hours of 8:00 A.M., to 5:00 P.M., Monday through Friday except for holidays. The Executive Director may adjust office shall be at any place within the Town of Eatonville as the TOECRA Board designates hours for special occasions and/or events as needed.~~

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ARTICLE II. CRA BOARD OF DIRECTORS

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1.6 MEMBERS OF THE BOARD OF DIRECTORS: Per the Interlocal Agreement established between the taxing authorities (Orange County and the Town of Eatonville) and the Agency consistent with Chapter 163 Part III of the Florida Statute, the membership must consist of the five (5) Town Council members plus two (2) members appointed by each taxing authority as long as the Town Council serve as members of the Board of Directors. The Town Council may elect to appoint an independent Board of Directors of at least (5) five members but no more than seven (7) to serve on the Board of Directors. If this method is chosen, the membership must be consistent with Florida Statute Chapter 163 Part III with appointments required by the taxing authorities as per the stated Interlocal Agreement. Board members shall serve without compensation but are entitled to reimbursement for actual expenses incurred in discharging their duties in accordance with agency and/or Town policies and allocated fiscal budget.

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1.7 CHAIR: The Chair shall preside over all meetings and shall work with the Executive Director as directed by the Board of Directors. The Chair shall also execute all official documents of the agency when necessary or as authorized by the Board of Directors. The Chair does not have any administrative duties unless there is an absence or vacancy of an Executive Director at which the Board of Directors must by Resolution authorize first and not to exceed a

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30-day period. The Chair shall review with the Executive Director all agendas before presentation to the Board of Directors. The Chair may not interfere with the day-to-day operations of the agency (see Executive Director). The Town Council shall appoint a Chair and Vice Chair of the Agency for a period not to exceed their term of appointment or term of office if they are an elected official.

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1.8 VICE CHAIR: Shall have all the duties of the Chairman in his/her absence. The Town Council shall appoint a Vice Chairman of the Agency for a period not to exceed their term of appointment or term of office if they are an elected official.

1.9 EXECUTIVE DIRECTOR: The Executive Director shall serve as the Chief Executive Officer of the CRA. The Executive Director shall oversee all day-to-day operations of the agency consistent with CRA Policies and Procedures and Town of Eatonville procurement procedures. The Executive Director shall supervise all employees, professional service providers, consultants, and vendors of the agency. The Executive Director can terminate all employees, professional service providers, consultants, and vendors of the agency. The termination of the Executive Director requires a super majority vote of the Board of Directors. The Executive Director can execute employment terms for all budgeted positions without the Board of Directors' approval. The Executive Director shall adhere to all Florida Statutes and applicable provisions.

2.0 INTERLOCAL AGREEMENT AND MEMORANDUM OF UNDERSTANDING: The Agency shall have the authority to enter long or short term with the Town of Eatonville for any reason deemed necessary for the efficient conduct of the agency and/or the Town. A Memorandum of Understanding can be established to accomplish short-term redevelopment activities not contemplated by any Interlocal Agreement.

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ARTICLE V MEETINGS:

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2.1 REGULAR MEETING: All regular meeting dates and times shall be approved and posted for the fiscal year by the Board of Directors before the last day of December of the previous fiscal year. The CRA Advisory Board may adopt a monthly, quarterly semi- annual, or annual meeting schedule. All regular meetings must be held consistent with CRA policies and procedures along with Florida Statute. Meetings may be canceled by the Chair and/or Executive Director in accordance with the Florida Statute and CRA policies and procedures.

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2.2 SPECIAL MEETINGS: Special meetings may be called by the Chair and/or Executive Director in accordance with the Florida Statute and CRA policies and procedures. All Special meetings must be held consistent with CRA policies and procedures along with Florida Statute.

2.3 OFFICERS AND EMPLOYEES

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3.1 Officers: The officers of the TOECRA shall be a Chair and a Vice Chair. Appointments shall be for one calendar year. Appointments will usually be considered by Town Council at the last

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~~meeting (regular or special) of the calendar year. If new appointments are not timely made, the incumbent(s) shall continue to serve until the new appointments are made by Town Council. Any officer may be appointed for consecutive term.~~

~~3.2 Chair. The Chair shall preside at all meetings of the TOECRA and shall execute instruments in the name of the TOECRA as may be required, appoint such committees from time to time as may be deemed appropriate, and exercise such other powers as may be designated by these Bylaws or by Chapter 163, Part III, Florida Statutes.~~

~~3.3 Vice Chair. The Vice Chair shall, in the absence, disqualification, resignation, death or disability of the Chair, or at the Chair's direction, exercise the functions of the Chair. "Disability" in this context is defined as a physical, mental, cognitive, or developmental condition that impairs, interferes with, or limits a person's ability to engage in tasks or actions or participation in typical daily activities and interactions.~~

~~3.4 Executive Director. The TOECRA shall appoint and employ an Executive Director to function as the chief administrative officer of the TOECRA, responsible for administering its business and day to day operations. In addition to the duties set forth below, the Executive Director shall perform such other duties and responsibilities as may be designated by the TOECRA.~~

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~~3.4.1 Responsibility. The Executive Director shall be responsible for carrying out the policies established by the TOECRA and shall have general supervision over, and be responsible for, the performance of the day to day operations of the TOECRA. The Executive Director is also responsible for setting and preparing the meeting agendas. The Executive Director may, with the approval of the TOECRA, hire and set compensation for necessary employees of the TOECRA except as otherwise provided for herein. The Executive Director shall be responsible for preparing an annual budget for the TOECRA's approval and shall be otherwise responsible for the TOECRA's fiscal operations. The Executive Director along with the TOECREA Board shall designate a meeting time to discuss and adopt an annual budget prior to the end of the fiscal year pursuant to Chapter 218, Florida Statutes~~

~~3.4.2 Purchase Orders. The Executive Director shall be authorized to sign work orders and purchase orders on behalf of the TOECRA for purchases under \$2,000. **EMERGENCY MEETINGS:** For any work orders and/or purchase order over \$2,000, the Executive Director shall obtain TOECRA Board Approval.~~

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~~3.5 TOECRA Secretary. The Town of Eatonville Town Clerk, or designee, shall serve as the Secretary of the TOECRA and as such shall prepare TOECRA agendas, be the custodian of all books and records of the TOECRA, keep the minutes and a recording of all votes of all TOECRA meetings, send out all notices of meetings, poll Board Members for meeting availability, and shall perform such other duties as may be designated by the TOECRA. The Town Clerk may delegate such duties to one or more individuals as a designee of the TOECRA supervised by the Town Clerk.~~

~~3.6 TOECRA Treasurer. The Town of Eatonville Director of the Finance Department, or designee, shall serve as the Treasurer of the TOECRA to keep the financial records of the TOECRA and administer the TOECRA's budget; shall keep full and accurate accounts of receipts and disbursements of the TOECRA; shall have custody of all funds of the TOECRA and shall render such periodic budget reports as requested by the TOECRA; shall assist the TOECRA in the preparation of a proposed annual budget; and shall make and file all financial reports and statements necessary to be made and filed by and on behalf of the TOECRA.~~

~~3.7 General Counsel. The TOECRA shall appoint and employ legal counsel to serve as General Counsel of the TOECRA. The General Counsel shall be licensed in the practice of law in the State of Florida. The General Counsel of the TOECRA, or designee who shall also be licensed to practice law in the State of Florida, shall attend all meetings of the TOECRA and shall be responsible for the oversight of TOECRA legal affairs~~

~~3.8 Employees, Agents and Consultants. In accordance with Town of Town of Eatonville policies, the Executive Director of the TOECRA, with the approval of the TOECRA, may hire, retain, and engage such employees, agents, consultants, experts, attorneys and specialists, as deemed necessary. Unless otherwise noted, TOECRA employees will be considered to be Town of Eatonville employees. The TOECRA shall have authority to enter into Interlocal Agreements~~

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~~with the Town for any reason deemed necessary by the TOECRA Board for the efficient conduct of the Agency.~~

~~urgent matters requiring immediate~~

~~**ARTICLE 4: MEETINGS**~~

~~4.1 Regular Meetings. The TOECRA shall hold regular meetings on a day, time and place designated by the TOECRA Board. All TOECRA meetings are public meetings that shall be held in accordance with the requirements of section 286.011, Florida Statutes, of Directors~~

~~4.4.2 Special Meetings. The Chair, any three (3) Board members, or the Executive Director of the TOECRA may call for a special meeting at a reasonable time and place by requesting the Town Clerk to arrange for and give no less than 72 hours' notice of such special meeting.~~

~~Emergency Meetings. Emergency meetings of the TOECRA may be called with _____ action may be called by the Chair and the Executive Director with a 24-hour notice or as~~

~~4.3 _____ soon as practicable by the Chair or the Executive Director through the Town Clerk via personal or telephonic notice to Board members, specifying the time and place of the emergency meeting and the business to be transacted. Emergency meetings shall be identified as such in notifications and no other business shall be considered at such meeting possible. Prior public notice shall not be required but shall be provided as soon as feasible possible.~~

~~4.4 Notice of Meetings. The Town Clerk will mail or deliver written notice of each regular meeting to Board members at least seven (7) days prior to such meeting. Written notice may be in the form of email or calendar invitation. Written notice of any special meeting shall be mailed or delivered at least two (2) days prior to such meeting unless notice of the meeting is waived in writing by all Board members before, at or after the meeting. Unless otherwise stated in these Bylaws, "days" means "working days." The notice of any special meeting shall set forth the purpose of the special meeting and no other business shall be conducted at that meeting unless a waiver of notice is obtained from all Board members. Notice of all special and regular meetings shall be provided to the public, appropriate Town and County officials, and the news media. Notice of emergency meetings shall be provided to the public, appropriate Town and County officials, as is reasonable under the circumstances. Notice of all meetings shall be posted at Eatonville Town Hall. Notice is not required for any non-voting matters to be addressed by the Board.~~

~~4.5 Place of Meetings. Unless otherwise noted in the meeting announcement notice, all TOECRA Board meetings (Regular, Special, or Emergency) shall be held in the Town of Eatonville Town Council Chambers, located at 307 West Kennedy Boulevard, Eatonville, FL 32751.~~

~~4.6 Quorum and Voting. Four (4) TOECRA Board members present shall constitute a quorum for the purpose of conducting business and to address matters requiring a vote by the Board. When a quorum is present, the TOECRA may act by a vote of a majority of the Board members present, unless otherwise provided by law or these Bylaws. If any meeting cannot be conducted because a quorum is not present, the Board members who are present may adjourn the meeting to a time certain and notice of such adjourned meeting shall be given to each Board member.~~

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~~4.7 Voting Rights. Each Board member shall be entitled to one vote. Proxy votes and absentee ballots shall not be allowed.~~

~~4.8 Recessed and Continued Meetings. Where a meeting has been set and noticed under the provisions of these Bylaws and, during the course of said meeting, it is recessed to a future time, the recessed meeting shall not be later than the next regular meeting, and any such recessed meeting shall not be held at any hour or time other than as specified.~~

~~4.9 Rules of Order. All meetings shall be conducted in accordance with the procedures approved and utilized by the Town Council of the Town of Eatonville, provided, however, in the absence of any applicable procedure of the Town Council, the most recent Edition of Robert's Rules of Order, Revised, shall apply.~~

~~4.10 Public Participation. All meetings shall be open to the public and all records shall be public records. Citizens will be afforded the opportunity to voice their comments and concerns to the TOECRA Board in accordance with law and within the constraints of time and relevance as determined by the Chair.~~

~~4.11 Agendas. The TOECRA Board will normally follow its printed or typed agenda for the order of business at each meeting. The Executive Director, Town Clerk or other appointed staff shall provide TOECRA Board Members with the TOECRA Agenda and packet materials for each Regular Meeting, one (1) week prior to the scheduled meeting. The Chair, if there is no objection from TOECRA Board members, may alter, including temporarily passing, the order of business on the agenda. If an objection is made by a member, a motion duly made and passed is required to rearrange the order of business noted on the agenda.~~

~~4.12 Conflict of Interest. The members will be governed by the applicable requirements of Section 112.3143, Florida Statutes, as may be amended from time to time.~~

~~possible. All emergency meetings must be held consistent with CRA policies and procedures along with Florida Statute.~~

~~**2.4 QUORUM:** The presence of a majority of the Board of Directors shall constitute a quorum for meeting purposes.~~

~~**2.5 AGENDA:** The Executive Director shall prepare all meetings Agendas with review by the Chair. The Agenda and Agenda Packet must be delivered to each member no later than three (3) days before the meeting date. Agenda items requested by Board members must be in writing and presented to the Executive Director seven (7) days prior to such a meeting scheduled.~~

~~**ARTICLE 5: CONTRACTS VI FINANCIAL MANAGEMENT and ANNUAL REPORTING**~~

~~5.1 Execution of Instruments. Contractual instruments of the TOECRA (i.e., Memoranda of Understanding, Interlocal Agreements, etc.) shall be executed by the Chair and attested to by the Secretary. In the absence of the Chair, the Vice Chair may execute such instruments.~~

~~5.2 Purchasing Procedures. Except as may be required by law or when required by the Board of~~

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~~the TOECRA, the purchasing policies and procedures of the TOECRA shall be the same as the purchasing policies and procedures applicable to the Town of Eatonville with all limits and authorities. All references and authorities in the purchasing policies and procedures applicable to the Town Chief Administrative Officer shall be applicable to the TOECRA Executive Director for the purposes of the foregoing.~~

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ARTICLE

2.6 FISCAL MATTERS

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~~Fiscal Year: YEAR: The CRA fiscal year ~~of the TOECRA~~ shall begin on October 1 and end on 1st of each year.~~

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~~2.7 BUDGET: The Executive Director must post on the CRA website the proposed fiscal budget 6.1 by September 30 of each year. The Board of Directors must approve the final adopted fiscal~~

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~~6.2 Budget. The Executive Director shall prepare an annual budget and work program for the TOECRA Board's approval for each fiscal year, and such other budgets as the TOECRA Board may determine. The TOECRA shall be completed in time for inclusion within the Town of Eatonville's budget and the TOECRA shall adopt the budget by Resolution and recommend acceptance to the Town of Eatonville.~~

~~Accounting Practices. The TOECRA shall comply with applicable budget no later than December 21st of each year.~~

2.8 ANNUAL REPORTING REQUIREMENTS: Community Redevelopment Agencies in Florida are required by state law and all regulations to prepare five annual reports:

- 1) Annual Audit (can be independent of the State creating entity or included in the creating entity's audit) (www.myflorida.com/audgen)
- 2) Annual Fees and Updates to the Office of Special District Accountability at the Florida Department of Banking and Finance regarding Economic Opportunity (<http://floridajobs.org/community-planning-and-development/special-districts/special-district-accountability-program>)
- 3) Comprehensive Annual Financial Report (<https://myfloridacfo.com/division/aa/local-governments>)
- 4) Annual March 31 Report to the public (posted online)
- 5) Annual Budget (proposed and adopted) and Board, contact information updated and posted each September online on CRA pages.

2.9 ACCOUNTING PRACTICES. The CRA shall comply with the Florida Department of ~~6.3~~ Financial Services uniform accounting practices and procedures for units of ~~local~~ government.Local

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~~6.4 Annual Audit. The Executive Director shall arrange for an independent financial audit of the Redevelopment Trust Fund(s), as established in accordance with the provisions of Section 163.387, Florida Statutes, each fiscal year and a report of such audit(s) by an independent certified public accountant in accordance with the provisions of Section 163.387(8), Florida Statutes. The TOECRA shall provide a copy of such report(s) to each taxing authority contributing to the Redevelopment Trust Fund, the Florida Auditor General and the Florida Department of Financial Services via registered mail. The annual audit will be performed by the same independent auditor used by the Town for its annual audit or the TOECRA Board may elect to contract with a different independent auditor(s). The audit may be accomplished in conjunction with the Town's annual audit by the same certified public accountant, with the audit report submitted to the appropriate State Agencies as a single report, provided the TOECRA's component is presented as a separate (fund(s) in the report.~~

~~6.5 Annual Report. The TOECRA shall file with the Town of Eatonville, on or before March 31 of each year, a report of its activities for the preceding fiscal year in accordance with the provisions of Section 163.356(3)(c), Florida Statutes. At the time of filing this report, the TOECRA shall publish in a newspaper of general circulation in the Town a notice to the effect that such report has~~

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~~been filed with the Town and that the report is available for inspection during business hours in the office of the Town Clerk and/or in the TOECRA's principal office.~~

~~6.6 Bonding of Officers and Employees. The TOECRA may require that any or all Board members and employees be required to post bond for faithful performance of duty. The TOECRA will pay bonding costs for all such bonds it requires. To the extent that the Town requires a bond for its elected officials or employees, the TOECRA shall also require a bond for its members and any employees.~~

~~6.7 Maintenance and Disbursement of Funds. All expenditures of the TOECRA shall be in accordance with adopted procedures of the TOECRA and Town, adhering to all applicable laws, the TOECRA adopted budget, fund requirements and the TOECRA Plan for purposes permitted by Chapter 163, Part III, Florida Statutes. Funds shall be distributed only at the direction or with the approval of the TOECRA pursuant to an adopted budget and with appropriate requisitions or purchase orders signed by the Executive Director.~~

~~6.8 Disposal of TOECRA Real Property. The acquisition, conveyance, and leasing of TOECRA property, or any interest therein, shall be consistent with section 163.380, Florida Statutes, and approved by Town of Eatonville's Council. The acquisition, conveyance, and leasing of real~~

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~~property by the TOECRA shall be done in accordance with the same policies and procedures applicable to the acquisition, conveyance, and leasing of real property by the Town of Eatonville. The TOECRA Board shall seek to obtain market value for the sale or lease of any TOECRA-owned property, or, where applicable, clearly state on the record the reason(s) that a transaction is below market value. Market value may be taken from the Orange County Property Appraiser's website (www.ocpafl.org) for properties within the Town of Eatonville.~~

~~Supervision of Accounts: Government. CRA Board of Directors must adopt the Town's Procurement Policy consistent with agency management structure.~~

~~**3.0 SUPERVISION OF ACCOUNTS.** The Executive Director and the Treasurer, subject to the direction of the TOECRA, shall have control of and be responsible for the 6.9 internal supervision and control of the CRA accounts of the TOECRA. (Trust Fund).~~

~~**3.1 AUDIT:** All auditing services must be provided by an independent auditor/firm separate from each taxing authority. Such an audit shall be provided to the Town of Eatonville as a supplemental audit to the Town's Audit report and consistent with the Town's state reporting requirements.~~

~~**ARTICLE ARTICLE 7: COMMITTEES**~~

~~**7.1 Power to Create.** The TOECRA Board, by resolution, may create committees and/or boards to act in an advisory capacity, from time to time, as shall be necessary to carry out the functions, purposes and objectives of the TOECRA. The resolution creating an advisory committee or board shall provide the effective and unless otherwise delegated by resolution, the TOECRA Board shall appoint advisory committee or board members. In addition such committees may be appointed by the Chair as provided in Section 3.2 herein. The advisory committee or board members shall not be currently serving on any other Town of Eatonville committees or boards. The advisory committee or board shall be made up of individuals meeting or exceeding one or more of the following criteria:~~

~~Currently living within the Town of Eatonville for a minimum of **VII** **CRA ADVISORY BOARD**~~

~~**3.2 ADVISORY BOARD.** The Board of Directors shall appoint a CRA Advisory Board to work with the Executive Director on program implementation and execution of the CRA Plan. The~~

- ~~a) CRA Advisory Board must consist of at least five (5) consecutive years;~~
- ~~b) Have a homestead within the Town of Eatonville;~~
- ~~c) Working within the financial industry (i.e., accounting, banking, investing, etc.);~~
- ~~d) Working within the real estate, housing or construction industry;~~
- ~~e) Own a business within owners in the Town of Eatonville;~~
- ~~f) Representative of a major employer within the Central Florida area; and~~
- ~~g) Representative selected Eatonville and two (2) citizens. The Executive Director shall recommend each member be~~

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~~confirmed by the TOECRA Board of Directors. Meeting with the CRA Advisory Board is open to public and are considered committee meetings which do not require a formal process.~~

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ARTICLE SIX AMENDMENT OF BYLAWS

SECTION ONE: AMENDMENTS

~~8.1. Amendments. The Bylaws of the TOECRA shall be subject to an annual review by the Board and may be amended after an annual review at any regular or special meeting by a majority vote of the Board members. No such amendment shall be adopted unless at least two (2) days' written notice thereof has been previously given to the Board members. Amendments to these Bylaws shall require the affirmative vote of at least a super majority vote of the TOECRA Board.~~

ARTICLE 9: INDEMNIFICATION AND INSURANCE

~~9.1 Indemnification of the TOECRA, its Officers, Members and Employees. Any of the TOECRA, its officers, Board members or other employees may be indemnified or reimbursed by the TOECRA for reasonable expenses (including, but not limited to, attorneys' fees, judgments and payments in settlement) actually incurred in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which such person shall be made a party by reason of~~


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shall finally be adjudged to have been guilty of or liable for gross negligence or willful misconduct or criminal acts in the performance of such persons duties to the TOECRA; Directors and provided further, that no person shall be so indemnified or reimbursed in relation to any matters in such action, suit or proceeding which has been made the subject of a compromise settlement except with the approval of a court of competent jurisdiction, or the TOECRA Board acting by vote of members such amendments do not parties to the same or substantially the same action, suit or proceeding, constituting a majority of the remaining Board members. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which such person, their heirs, executors or administrators may be entitled as a matter of law violate Florida Law.


Insurance. The TOECRA may self insurance or purchase insurance for the purpose

9.2 **SECTION TWO: CONFLICTS:** All Resolutions of indemnifying its Board members, officers and employees to the extent that such indemnification is allowed in Section 9.1 herein. The TOECRA may purchase other insurance, including liability and hazard insurance, as it deems necessary and appropriate.

Revising TOECRA Bylaws previously adopted on February 18, 2020 and amended and adopted by ~~the Town of Eatonville Community Redevelopment Agency Board on or parts thereof in~~

 7-2A-23
TOECRA Chair Date

 8.2.23
TOECRA Executive Director Date

 12/19/2023
TOECRA General Counsel Date

 12/19/2022
Town Clerk Date

conflict with the provisions of this, 18 day of JULY Resolution are to the extent of such conflict superseded and repealed.

SECTION THREE: SEVERABILITY: If any section or portion of a section of this Resolution is found to be invalid, unlawful, or unconstitutional it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION FOUR: EFFECTIVE DATE: This Resolution shall become effective immediately upon its passage and adoption.

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PASSED AND ADOPTED this _____ day of _____ 2025.

Angie Gardner, Chairman

ATTEST:

Veronica King, Town Clerk or Board Designee

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HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR CRA MEETING
FEBRUARY 20, 2025, AT 6:30 PM
Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Discussion of the CRA Bylaws (**Discussion Only**)

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION		Department: LEGISLATIVE
CONSENT AGENDA		Exhibits: <ul style="list-style-type: none"> • CRA Bylaws Comparison Document
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION	YES	

REQUEST: Request for the TOECAR Board to the discuss the CRA Bylaws.

SUMMARY: The TOECRA last approved bylaws back in 2023. The Board of Directors expressed to combine the existing bylaws with the two additional bylaws presented by the board. The adoption of the Bylaws is paramount to the function of the board and provides clear intent and responsibilities in which the board operates. Additionally, the bylaws set forth board members’ responsibilities and establish the officers of the board, meeting requirements and financial/reporting requirements.

RECOMMENDATION: Recommend for the TOECAR Board to the discuss the CRA Bylaws.

FISCAL & EFFICIENCY DATA: No fiscal impact.

RESOLUTION CRA-R-2025-04

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) REPEALING THE EXISTING BYLAWS AND ADOPTING THE FOLLOWING BYLAWS AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Whereas NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY OF EATONVILLE, FLORIDA.

ARTICLE 1: THE ORGANIZATION

1.1 NAME: The name of this agency is to the Town of Eatonville Community Redevelopment Agency ("TOECRA"), which was created by Resolution #1997-23 adopted by the Town of Eatonville Council on December 16, 1997.

1.2 POWERS: The CRA derives its powers from Chapter 163, Part III, Florida Statutes as amended and from other powers as delegated by the taxing authorities (Orange County and the Town of Eatonville) via Interlocal Agreements and/or Memorandums of Understandings.

1.3 PURPOSE: The CRA was established to eliminate and prevent the development and spread of slums and blight as defined under Florida Statute Chapter 163, Part III.

1.4 CRA Plan and CRA District: The CRA Plan can be amended from time to time by the Town Council at the recommendations of the Board of Directors and/or Executive Director. The purpose of the CRA Plan is to identify policies and actions to remedy the Conditions of Slum and Blight that have been determined to exist within the CRA District. The CRA District can only be amended on the recommendation of the Board of Directors to the Town Council. The CRA District consists of all the Town's boundaries. All amendments and modification must be approved by each taxing authority (Town of Eatonville & Orange County)

1.5 DOCUMENTS AND OPERATIONS: The Town Clerk shall be the custodian of all public records for the agency. All CRA records shall be made available for public inspection as provided by Florida Law. The CRA shall operate under the business hours of 8:00 A.M., to 5:00 P.M., Monday through Friday except for holidays. The Executive Director may adjust office hours for special occasions and/or events as needed.

ARTICLE II.CRA BOARD OF DIRECTORS

1.6 MEMBERS OF THE BOARD OF DIRECTORS: Per the Interlocal Agreement established between the taxing authorities (Orange County and the Town of Eatonville) and the Agency consistent with Chapter 163 Part III of the Florida Statute, the membership must consist of the five (5) Town Council members plus two (2) members appointed by each taxing authority as long as the Town Council serve as members of the Board of Directors. The Town Council may elect to appoint an independent Board of Directors of at least (5) five members but no more than seven (7) to serve on the Board of Directors. If this method is chosen, the membership must be consistent with Florida Statute Chapter 163 Part III with appointments required by the taxing authorities as per the stated Interlocal Agreement. Board members shall serve without compensation but are entitled to reimbursement for actual expenses incurred in discharging their duties in accordance with agency and/or Town policies and allocated fiscal budget.

1.7 CHAIR: The Chair shall preside over all meetings and shall work with the Executive Director as directed by the Board of Directors. The Chair shall also execute all official documents of the agency when necessary or as authorized by the Board of Directors. The Chair does not have any administrative duties unless there is an absence or vacancy of an Executive Director at which the Board of Directors must by Resolution authorize first and not to exceed a 30-day period. The Chair shall review with the Executive Director all agendas before presentation to the Board of Directors. The Chair may not interfere with the day-to-day operations of the agency (see Executive Director). The Town Council shall appoint a Chair and Vice Chair of the Agency for a period not to exceed their term of appointment or term of office if they are an elected official.

1.8 VICE CHAIR: Shall have all the duties of the Chairman in his/her absence. The Town Council shall appoint a Vice Chairman of the Agency for a period not to exceed their term of appointment or term of office if they are an elected official.

1.9 EXECUTIVE DIRECTOR: The Executive Director shall serve as the Chief Executive Officer of the CRA. The Executive Director shall oversee all day-to-day operations of the agency consistent with CRA Policies and Procedures and Town of Eatonville procurement procedures. The Executive Director shall supervise all employees, professional service providers, consultants, and vendors of the agency. The Executive Director can terminate all employees, professional service providers, consultants, and vendors of the agency. The termination of the Executive Director requires a super majority vote of the Board of Directors. The Executive Director can execute employment terms for all budgeted positions without the Board of Directors' approval. The Executive Director shall adhere to all Florida Statutes and applicable provisions.

2.0 INTERLOCAL AGREEMENT AND MEMORANDUM OF UNDERSTANDING: The Agency shall have the authority to enter long or short term with the Town of Eatonville for any reason deemed necessary for the efficient conduct of the agency and/or the Town. A

Memorandum of Understanding can be established to accomplish short-term redevelopment activities not contemplated by any Interlocal Agreement.

ARTICLE V MEETINGS:

2.1 REGULAR MEETING: All regular meeting dates and times shall be approved and posted for the fiscal year by the Board of Directors before the last day of December of the previous fiscal year. The CRA Advisory Board may adopt a monthly, quarterly semi- annual, or annual meeting schedule. All regular meetings must be held consistent with CRA policies and procedures along with Florida Statute. Meetings may be canceled by the Chair and/or Executive Director in accordance with the Florida Statute and CRA policies and procedures.

2.2 SPECIAL MEETINGS: Special meetings may be called by the Chair and/or Executive Director in accordance with the Florida Statute and CRA policies and procedures. All Special meetings must be held consistent with CRA policies and procedures along with Florida Statute.

2.3 EMERGENCY MEETINGS: For urgent matters requiring immediate Board of Directors action may be called by the Chair and the Executive Director with a 24-hour notice or as soon as possible. Prior public notice shall not be required but shall be provided as soon as possible. All emergency meetings must be held consistent with CRA policies and procedures along with Florida Statute.

2.4 QUORUM: The presence of a majority of the Board of Directors shall constitute a quorum for meeting purposes.

2.5 AGENDA: The Executive Director shall prepare all meetings Agendas with review by the Chair. The Agenda and Agenda Packet must be delivered to each member no later than three (3) days before the meeting date. Agenda items requested by Board members must be in writing and presented to the Executive Director seven (7) days prior to such a meeting scheduled.

ARTICLE VI FINANCIAL MANAGEMENT and ANNUAL REPORTING

2.6 FISCAL YEAR: The CRA fiscal year shall begin on October 1st of each year.

2.7 BUDGET: The Executive Director must post on the CRA website the proposed fiscal budget by September 30 of each year. The Board of Directors must approve the final adopted fiscal budget no later than December 21st of each year.

2.8 ANNUAL REPORTING REQUIREMENTS: Community Redevelopment Agencies in Florida are required by state law to prepare five annual reports:

- 1) Annual Audit (can be independent of the creating entity or included in the creating entity's audit) (www.myflorida.com/audgen)
- 2) Annual Fees and Updates to the Office of Special District Accountability at the Florida Department of Economic Opportunity (<http://floridajobs.org/community-planning-and-development/special-districts/special-district-accountability-program>)
- 3) Comprehensive Annual Financial Report (<https://myfloridacfo.com/division/aa/local-governments>)
- 4) Annual March 31 Report to the public (posted online)
- 5) Annual Budget (proposed and adopted) and Board, contact information updated and posted each September online on CRA pages.

2.9 ACCOUNTING PRACTICES. The CRA shall comply with the Florida Department of Financial Services uniform accounting practices and procedures for units of Local Government. CRA Board of Directors must adopt the Town's Procurement Policy consistent with agency management structure.

3.0 SUPERVISION OF ACCOUNTS. The Executive Director shall be responsible for the internal supervision and control of the CRA accounts (Trust Fund).

3.1 AUDIT: All auditing services must be provided by an independent auditor/firm separate from each taxing authority. Such an audit shall be provided to the Town of Eatonville as a supplemental audit to the Town's Audit report and consistent with the Town's state reporting requirements.

ARTICLE VII CRA ADVISORY BOARD

3.2 ADVISORY BOARD. The Board of Directors shall appoint a CRA Advisory Board to work with the Executive Director on program implementation and execution of the CRA Plan. The CRA Advisory Board must consist of at least five (5) business owners in the Town of Eatonville and two (2) citizens. The Executive Director shall recommend each member be confirmed by the Board of Directors. Meeting with the CRA Advisory Board is open to public and are considered committee meetings which do not require a formal process.

ARTICLE IX AMENDMENT OF BYLAWS

SECTION ONE: AMENDMENTS. Amendments to these bylaws shall require a super majority vote of the Board of Directors and provided that such amendments do not violate Florida Law.

SECTION TWO: CONFLICTS: All Resolutions of the Town of Eatonville Community Redevelopment Agency or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and repealed.

SECTION THREE: SEVERABILITY: If any section or portion of a section of this Resolution is found to be invalid, unlawful, or unconstitutional it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION FOUR: EFFECTIVE DATE: This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____ 2025.

Angie Gardner, Chairman

ATTEST:

Veronica King, Town Clerk or Board Designee



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA MEETING

FEBRUARY 20, 2025, AT 6:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Approval of Resolution CRA-R-2025-11 CRA Special Quarterly Event Stogies@ Sunset (**Administration**)

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION	YES	Department: ADMINISTRATION Exhibits: <ul style="list-style-type: none">Resolution 2025-11
CONSENT AGENDA		
NEW BUSINESS	YES	
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: Approval of Resolution CRA – R – 2025-11

SUMMARY: Consistent with the 1997 CRA Plan it is stated as in Goal # 3 Attract and Accommodate New Businesses. The proposed CRA Stogie @ Sunset does just that. Every vendor is a potential new business which will have the opportunity to relocate or establish a presence within the CRA District. This is a quarterly event which will bring not only new vendors but also attract patrons from within the Central Florida Area. This event will be held at Town Hall or various sites throughout the district. This event presents an opportunity for the CRA staff to educate the public about Community Redevelopment and project and programs available to the district businesses and residents.

RECOMMENDATION: The TOECRA Administration recommends approval of Resolution CRA-R-2025-11

FISCAL & EFFICIENCY DATA: TOE CRA fiscal impact is to be determined. This event is supported by Sponsorship.

RESOLUTION CRA-R-2025-11

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) APPROVING THE SPECIAL EVENT STOGIES@ SUNSET AS A TOE CRA QUARTERLY EVENT AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS the members of the governing body and two (2) additional members from the taxing authorities serve as Directors of the Agency; and

WHEREAS, such members constitute the head of a legal entity, separate, distinct, and independent from the governing board of the County and Municipality; and

WHEREAS the TOECRA Board of Directors is the fiduciary to the CRA Trust Account and seeking to manage the CRA Trust in an efficient manner; and

WHEREAS the TOECRA Board of Directors supports Goal#3 of the CRA Plan and finds The Special Event Stogies @ Sunset is consistent with Goal # 3: and

WHEREAS the TOECRA Board of Directors adopts and supports this quarterly event which will bring not only new vendors but also attract patrons from within the Central Florida area to the CRA District; and

WHEREAS the TOECRA Board of Directors supports opportunities to educate the public about Community Redevelopment and project and programs available to the district businesses and residents; and

WHEREAS the TOECRA Board of Directors must approve all event expenditures outside of the Town of Eatonville procurement process as established by TOE Procurement Policies; and

WHEREAS the TOECRA Board of Directors give the administration authority to host such events as Stogies @ Sunset and provide a close-out report for each event

Whereas NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY OF EATONVILLE, FLORIDA.

SECTION ONE: AMENDMENTS. Consistent with the 1997 CRA Plan it is stated as in Goal # 3 Attract and Accommodate New Businesses. The proposed CRA Stogie @ Sunset does just that. Every vendor is a potential new business which will have the opportunity to relocate or establish a presence within the CRA District. This is a quarterly event which will bring not only new vendors but also attract patrons from within the Central Florida Area. This event will be held at Town Hall or various sites throughout the district. This event presents an opportunity for the CRA staff to educate the public about Community Redevelopment and project and programs available to the district businesses and residents.

SECTION TWO: CONFLICTS: All Resolutions of the Town of Eatonville Community Redevelopment Agency or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and repealed.

SECTION THREE: SEVERABILITY: If any section or portion of a section of this Resolution is found to be invalid, unlawful, or unconstitutional it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION FOUR: EFFECTIVE DATE: This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 20th day of February 2025.

Angie Gardner, Chair

ATTEST:

Veronica King, Town Clerk or Board Designee



HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR CRA MEETING
FEBRUARY 20, 2025, AT 6:30 PM
Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Approval of Resolution # CRA-R-2025-12 Authorizing The Purchase of Property Located At 119 S. West (**Administration**)

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION	YES	Department: ADMINISTRATION
CONSENT AGENDA		Exhibits: - Resolution CRA-R-2025-12 - Property Record - 36-21-29-1352-12-010 (119 S. West St.) - Title Search - Contract - Letter of Intent - Appraisal – Forthcoming and will be available for meeting
NEW BUSINESS	YES	
ADMINISTRATIVE	YES	
CRA DISCUSSION		

REQUEST: Approval of Resolution # CRA-R-2025-12 Authorizing The Purchase of Property Located At 119 S. West for \$339,000.00.

SUMMARY: The TOE CRA Executive Director is requesting that the Board of Directors authorize the purchase of 119 S. West St. for \$339,000.00. Staff have included the Purchase Contract and completed title work. This contract is subject to appraisal and property being vacant by closing. By acquiring this property allow for construction of 2 new single-family homes and allow for the renovation of home at 119 S. West St. for lease or sale.

RECOMMENDATION: Approval of Resolution # CRA-R-2025-12 Authorizing The Purchase of Property Located At 119 S. West for \$339,000.00.

FISCAL & EFFICIENCY DATA: Expenditure of \$339,000.00 from TOE CRA Trust Fund leaving a balance of approximately \$1,460,952.00

RESOLUTION # CRA-R-2025-12

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) BOARD OF DIRECTORS AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 119 S. WEST, EATONVILLE, FLORIDA 32751; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS the members of the governing body and two (2) additional members from the taxing authorities serve as Directors of the Agency; and

WHEREAS, such members constitute the head of a legal entity, separate, distinct, and independent from the governing board of the County and Municipality; and

WHEREAS the TOECRA Board of Directors seeks to acquire property located at 119 S. West St. whose parcel I.D. is (36-21-29-1352-12-010) and legal description is CLARKS ADDITION TO MAITLAND A/133 LOTS 1 2 7 & 8 BLK 12; and

WHEREAS the TOECRA Board of Directors acknowledges the Town Council of the Town of Eatonville approval to purchase said property; and

WHEREAS the TOECRA Board of Directors authorize the Executive Director to acquire 119 S. West St. subject to clear title, subject to appraisal and subject to property being vacant by closing date; and

NOW THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY OF EATONVILLE, FLORIDA,

SECTION ONE: BACKGROUND: The Town of Eatonville Town Council has approved for the TOE CRA entered into a purchase contract for 119 S. West St., Eatonville, FL 32751 and authorizes the closing of such purchase with the terms as listed within the purchase contract. This property is a recent foreclosure and auctioned property where the Certificate of Title has been issued to the seller. The seller desires to sale such property to the TOE CRA for the cash amount of \$339,000.00.

SECTION TWO: PURPOSE: Florida Statute Chapter 163.370 (c) To undertake and carry out community redevelopment and related activities within the community redevelopment area, which may include:

- 1. Acquisition of property within a slum area or a blighted area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition.

4. Disposition of any property acquired in the community redevelopment area at its fair value as provided in s. [163.380](#) for uses in accordance with the community redevelopment plan.

6. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of real property in the community redevelopment area which, under the community redevelopment plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property.

7. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of any other real property in the community redevelopment area when necessary to eliminate unhealthful, unsanitary, or unsafe conditions; lessen density; eliminate obsolete or other uses detrimental to the public welfare; or otherwise, to remove or prevent the spread of blight or deterioration or to provide land for needed public facilities.

SECTION THREE: CONFLICTS: All Resolution or parts of Resolutions in conflict with any other Resolution or any of the provisions of this Resolution are hereby repealed.

SECTION FOUR: SEVERABILITY: If any section or portion of a section of this Resolution is found to be invalid, unlawful or unconstitutional it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Resolution.

EFFECTIVE DATE: This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this 18th day of February 2025.

ATTEST:

Veronica L. King, Town Clerk

Angie Gardner, Chairwoman



"AS IS" Residential Contract For Sale And Purchase
THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

1* **PARTIES:** JONATHAN KENNEY ("Seller"),
2* and TOWN OF EATONVILLE CRA ("Buyer"),

3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
5 and any riders and addenda ("Contract"):

- 6 **1. PROPERTY DESCRIPTION:** 119 S WEST ST, MAITLAND, FLORIDA 32751
- 7* (a) Street address, city, zip: 119 S WEST ST, MAITLAND, FLORIDA 32751
- 8* (b) Located in: ORANGE County, Florida. Property Tax ID #: 36-21-29-1352-12-010
- 9* (c) Real Property: The legal description is CLARKS ADDITION TO MAITLAND A/133 LOTS 1 2 7 & 8 BLK 12

10
11
12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
14 by other terms of this Contract.

15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods
18 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s),
19 television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox
20 keys, and storm shutters/storm protection items and hardware ("Personal Property").

21* Other Personal Property items included in this purchase are:

22
23 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

24* (e) The following items are excluded from the purchase:

25
26 **PURCHASE PRICE AND CLOSING**

27* **2. PURCHASE PRICE** (U.S. currency):\$ 339,000.00

28* (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)**\$ 5,000.00

29 The initial deposit made payable and delivered to "Escrow Agent" named below
30* **(CHECK ONE):** (i) accompanies offer or (ii) is to be made within _____ (if left blank,
31 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)
32 SHALL BE DEEMED SELECTED.

33* Escrow Agent Name: TBD
34* Address: _____ Phone: _____
35* Email: _____ Fax: _____

36* (b) Additional deposit to be delivered to Escrow Agent within N/A (if left blank, then 10)
37* days after Effective Date\$ 0.00

38 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

39* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8.....

40* (d) Other: N/A\$

41 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
42* transfer or other Collected funds (See STANDARD S)\$ 334,000.00

43 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
45* 02/14/2025, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
47 the counter-offer is delivered.

48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
49 initialed and delivered this offer or final counter-offer ("Effective Date").

50 **4. CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are
51 received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be
52 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

Buyer's Initials
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Seller's Initials

53 * this Contract, the Closing shall occur on OR BEFORE 02/28/2025 ("Closing Date"), at the time
54 established by the Closing Agent.

55 **5. EXTENSION OF CLOSING DATE:**

56 (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial
57 Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is
58 checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be
59 extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7
60 days.

61 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the
62 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be
63 extended as provided in STANDARD G.

64 **6. OCCUPANCY AND POSSESSION:**

65 (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property
66 to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all
67 personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and
68 codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss
69 to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and
70 shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-
71 CLOSING OCCUPANCY BY BUYER.

72 (b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
73 subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after
74 Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof
75 shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all
76 within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of
77 occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such
78 election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the
79 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s)
80 and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not
81 be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after
82 Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

83 * **7. ASSIGNABILITY: (CHECK ONE):** Buyer may assign and thereby be released from any further liability under
84 * this Contract; may assign but not be released from liability under this Contract; or may not assign this Contract. IF
85 NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

86 **FINANCING**

87 **8. FINANCING:**

88 * (a) This is a cash transaction with no financing contingency.
89 * (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan
90 * Approval Period"): (1) Buyer obtaining approval of a conventional FHA VA or other _____
91 * (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** fixed, adjustable, fixed or
92 * adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left
93 * blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30)
94 * years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation
95 * of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required
96 * for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

97 * (i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date
98 * and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of
99 * Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this
100 * Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval
101 * unless Rider V is attached.

102 Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall
103 * be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes,
104 * but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender
105 * and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

106 (ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's
107 * mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions
108 * of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

Buyer's Initials
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Seller's Initials

and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

- (c) Assumption of existing mortgage (see Rider D for terms).
- (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)

(c) **TITLE EVIDENCE AND INSURANCE:** At least 5 (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

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search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

(i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

(ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

(iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

(a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

(b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

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

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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221 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and
222 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
223 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
224 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
225* may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after
226 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
227 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
228 designation of Property.

229 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure
230 required by Section 553.996, F.S.

231 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is
232 mandatory.

233 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS
234 CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'
235 ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

236 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
237 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO
238 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
239 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
240 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
241 COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

242 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if
243 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer
244 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller
245 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,
246 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD
247 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax
248 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to
249 FIRPTA.

250 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are
251 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding
252 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or
253 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller
254 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected
255 building, environmental or safety code violation.

256 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

257 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the
258 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS
259 IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

260 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

261* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 5 (if left blank, then 15)
262 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
263 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole
264 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering
265 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely
266 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall
267 be released of all further obligations under this Contract; however, Buyer shall be responsible for
268 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting
269 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the
270 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to
271 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of
272 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to
273 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all
274 repairs and improvements required by Buyer's lender.

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- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer’s representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer’s inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller’s possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer’s efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller’s obligation to cooperate shall include Seller’s execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer’s option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

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ESCROW AGENT AND BROKER

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13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively “Agent”) receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer’s performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent’s duties or liabilities under this Contract, Agent may, at Agent’s option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney’s fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent’s willful breach of this Contract or Agent’s gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

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14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the “Indemnifying Party”) each individually indemnifies, holds harmless, and releases Broker and Broker’s officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney’s fees at all levels, suffered or incurred by Broker and Broker’s officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party’s misstatement(s) or failure to perform contractual obligations; (iii) Broker’s performance, at Indemnifying Party’s request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker’s referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

caused or prevented by a Force Majeure event. “Force Majeure” means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee’s, personal representative’s, or guardian’s deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent (“Closing Agent”) designated by the party paying for the owner’s policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner’s possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer’s lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department’s Financial Crimes Enforcement Network (“FinCEN”) Geographic Targeting Order (“GTO”), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent’s collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller’s title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller’s mortgagee will be paid to Seller. Taxes shall be prorated based on current year’s tax. If Closing occurs on a date when current year’s millage is not fixed but current year’s assessment

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

ADDENDA AND ADDITIONAL TERMS

587
589 *
590

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- | | | |
|---|---|---|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> X. Kick-out Clause |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> Y. Seller's Attorney Approval |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> Z. Buyer's Attorney Approval |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> CC. Miami-Dade County Special Taxing District Disclosure |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> DD. Seasonal/Vacation Rentals |
| <input type="checkbox"/> H. Homeowners/Flood Ins. | <input type="checkbox"/> T. Pre-Closing Occupancy | <input type="checkbox"/> EE. PACE Disclosure |
| <input type="checkbox"/> I. RESERVED | <input type="checkbox"/> U. Post-Closing Occupancy | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> J. Interest-Bearing Acct | <input type="checkbox"/> V. Sale of Buyer's Property | _____ |
| <input type="checkbox"/> K. RESERVED | <input type="checkbox"/> W. Back-up Contract | _____ |
| <input type="checkbox"/> L. RESERVED | | |

Buyer's Initials
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Seller's Initials

- 591 * **20. ADDITIONAL TERMS:**
- 592 1. OFFER IS SUBJECT TO APPRAISAL.
- 593 2. SUBJECT TO TOE CRA BOARD OF DIRECTORS AND TOE TOWN COUNCIL APPROVAL
- 594 3. PROPERTY BEING VACANT AT THE TIME OF CLOSING
- 595 4. IF SELLER CAN NOT PROVIDE CLEAR TITLE BUYER IS ENTITLED TO A FULL RETURN OF ESCROW
- 596 FUND
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COUNTER-OFFER

610 * Seller counters Buyer's offer.

611 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**

612 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

613 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.**

614 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the*

615 *terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and*

616 *conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all*

617 *interested persons.*

618 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK

619* TO BE COMPLETED.

620	Buyer:	Chair, TOE CRA	Date: _____
621*	Buyer:		Date: _____
622*	Seller:		Date: _____
623*	Seller:		Date: _____

624	Buyer's address for purposes of notice	Seller's address for purposes of notice
625*	307 E. KENNEDY BLVD	
626*	EATONVILLE, FLORIDA 32751	
627*		

628 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers

629 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct

630 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage

631 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has

632 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation

633 made by Seller or Listing Broker to Cooperating Brokers.

634*	N/A	N/A
635	Cooperating Sales Associate, if any	Listing Sales Associate
636*	N/A	N/A
637	Cooperating Broker, if any	Listing Broker

Property Record - 36-21-29-1352-12-010

Orange County Property Appraiser • <http://www.ocpafl.org>

Property Summary as of 02/04/2025

Property Name

119 S West St

Names

Bertrand Mark

Municipality

EVL - Eatonville

Property Use

0103 - Single Fam Class Iii

Mailing Address

119 S West St
Maitland, FL 32751-5428

Physical Address

119 S West St
Maitland, FL 32751

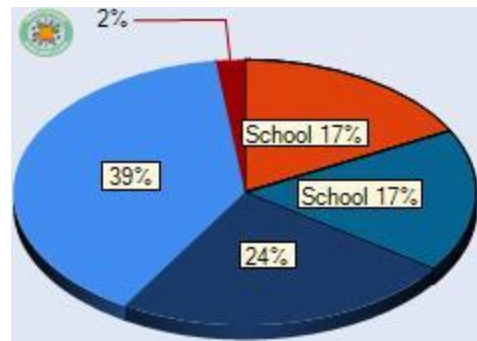
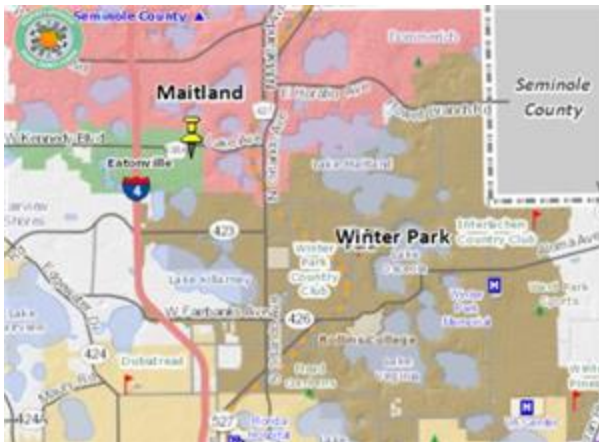
OR
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Mobile
Phone



119 S WEST ST, MAITLAND, FL 32751 10/28/2015 9:46 AM












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Value and Taxes

Historical Value and Tax Benefits

Tax Year Values	Land	Building(s)	Feature(s)	Market Value	Section VIII. Item #9.
2024  	\$80,000	+	\$105,255	+	\$5,000 = \$190,255 (4.8%) \$190,255 (4.8%)
2023  	\$80,000	+	\$96,571	+	\$5,000 = \$181,571 (68%) \$181,571 (89%)
2022  	\$30,000	+	\$73,035	+	\$5,000 = \$108,035 (24%) \$96,071 (10%)
2021  	\$30,000	+	\$52,337	+	\$5,000 = \$87,337 \$87,337

Tax Year Benefits	Tax Savings
2024 	\$0
2023 	\$0
2022  	\$147
2021 	\$0

2024 Taxable Value and Certified Taxes

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes	%
Public Schools: By State Law (Rle)	\$190,255	\$0	\$190,255	3.2160 (1.36%)	\$611.86	17 %
Public Schools: By Local Board	\$190,255	\$0	\$190,255	3.2480 (0.00%)	\$617.95	17 %
Orange County (General)	\$190,255	\$0	\$190,255	4.4347 (0.00%)	\$843.72	24 %
Town Of Eatonville	\$190,255	\$0	\$190,255	7.2938 (0.00%)	\$1,387.68	39 %
Library - Operating Budget	\$190,255	\$0	\$190,255	0.3748 (0.00%)	\$71.31	2 %
St Johns Water Management District	\$190,255	\$0	\$190,255	0.1793 (0.00%)	\$34.11	1 %
			18.7466		\$3,566.63	

2024 Non-Ad Valorem Assessments

Levying Authority	Assessment Description	Units	Rate	Assessment
There are no Non-Ad Valorem Assessments				

Tax Savings

2025 Estimated Gross Tax Total:	\$3,565.78
Your property taxes without exemptions would be	\$3,565.78
Your ad-valorem property tax with exemptions is	- \$3,565.78
Providing You A Savings Of	= \$0.00

Property Features

Property Description

CLARKS ADDITION TO MAITLAND A/133 LOTS 1 2 7 & 8 BLK 12

Total Land Area

17,605 sqft (+/-) | 0.40 acres (+/-) GIS Calculated

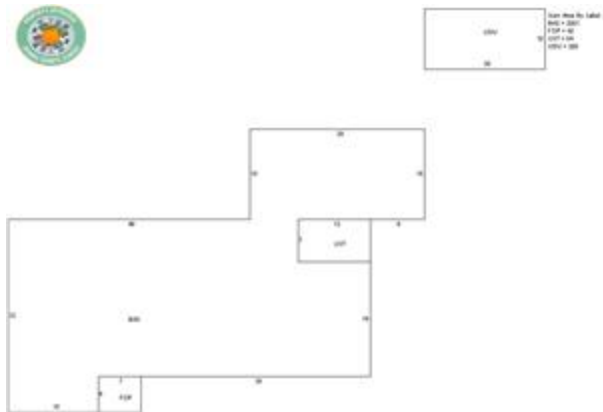
Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price
0100 - Single Family	EVL-R-2	1 Units	working...	working...	working...

Section VIII. Item #9.
working...

Buildings

Model Code	1 - Single Fam Residence	Subarea Description	Sqft	Value
Type Code	0103 - Single Fam Class Iii	BAS - Base Area	2001	working...
Building Value	working...	FOP - Finished O	42	working...
Estimated New Cost	working...	UST - Unfinished	84	working...
Actual Year Built	1957	UDU - Unfinished	200	working...
Beds	3			
Baths	2.0			
Floors	1			
Gross Area	2327 sqft			
Living Area	2001 sqft			
Exterior Wall	Cb.Stucco			
Interior Wall	Plastered			



Extra Features

Description	Date Built	Units	Unit Price	XFOB Value
SCR1 - Scrn Enc 1	01/01/1984	1 Unit(s)	working...	working...
CPT2 - Carport 2	01/01/1994	1 Unit(s)	working...	working...
FPL1 - Fireplace 1	01/01/1994	1 Unit(s)	working...	working...

Sales

Sales History

Sale Date	Sale Amount	Instrument #	Book/Page	Deed Code	Seller(s)	Buyer(s)	Vac/Imp
08/29/2022	\$295,000	20220537870	/	Special Warranty Deed			Improved
12/24/2021	\$0	20220232504	/	Miscellaneous			Improved
12/24/2021	\$0	20220232499	/	Corrective Deed			Improved
10/11/2019	\$100	20190656607	/	Trustees Deed			Improved
10/01/1984	\$100	19842216904	03570 / 2007	Quit Claim Deed			Improved

Services for Location

TPP Accounts At Location

Account	Market Value	Taxable Value
There are no TPP Accounts associated with this parcel.		

Schools

Dommerich (Elementary)

Principal Laura Permenter
Office Phone 407.623.1407
Grades 2023:

Edgewater (High School)

Principal Heather Haas Kreider
Office Phone 407.835.4900
Grades 2023:

Maitland (Middle School)

Principal Aski Melik Brown
Office Phone 407.623.1462
Grades 2023:

Community/Neighborhood Association

Name Calhoun-Hall Neighborhood Group
Gated? No
Number Of Households 188

Utilities/Services

Electric Duke Energy
Water Eatonville
Recycling (Friday) Orange County
Trash (Thursday) Orange County
Yard Waste (Friday) Orange County

Elected Officials

County Commissioner Christine Moore
State Senate Geraldine F. "Geri" Thompson
US Representative Maxwell Alejandro Frost
School Board Representative Karen Castor Dentel
State Representative Anna Eskamani
Orange County Property Appraiser Amy Mercado



TITLE SEARCH REPORT

Order No.: 12242439

Customer Reference: 119 S West St
(use for AgentTRAX documents)

To: Red Door Title, Inc.
3709 Jetton Ave., Suite 103
Tampa, FL 33629
Phone: 813-295-8525

The attached Title Search Report is issued for the use of the agent to whom it is addressed. This Report is to be used only by the agent to determine the insurability of title to the property described herein in conjunction with issuance of commitments, policies and endorsements by Chicago Title Insurance Company, Fidelity National Title Insurance Company or Commonwealth Land Title Insurance Company ("the Company").

The agent reviewing this Title Search Report must follow all underwriting guidelines set forth in the underwriting Manual and Bulletins issued by the Company. This is a report of matters appearing in the official land records of the county or city wherein the property is located. No search has been made for any matters recorded in the Federal District Courts. Not included in this Report are matters, such as mortgages, judgments and other liens, for which the Company has found recorded satisfactions or releases, and possible other matters which, according to custom and practice, would not appear in a title search. At the time of this Report, the Company may have had and relied upon title evidence in the form of a title policy, master file, title report or abstract which predates the period searched.

The amount shown in this Report for any deeds of trust, judgments and/or taxes is for informational purposes only. The recipient is responsible for confirming amounts for payoff and/or proration purposes.

Use of this Title Search Report for any reason other than the issuance of a Company commitment, policy or endorsement is not authorized. This Report may not be relied upon by any other party nor may it be relied upon for any other purpose. No liability is assumed by the Company for unauthorized use or reliance. The liability under this Title Search Report is limited to the liability under the policy or policies issued pursuant to this Title Search Report. This Title Search Report is not an opinion, warranty or guarantee of title. The liability under this Title Search Report shall cease and terminate six months after the ending date set forth in the Period of the Search, unless extended in writing by the Company.

Dated: February 10, 2025

Fidelity National Title Insurance Company
TITLE SEARCH REPORT
Schedule A

1. PERIOD SEARCHED:

The period covered in the search commenced with the Base Title as determined by Company and ends on: January 31, 2025 at 5:00 PM

2. Policy or Policies to be issued:

119 S WEST STREET

- A. 2021 ALTA Owner's Policy with Florida Modifications
Proposed Insured: City of Eatonville
Proposed Amount of Insurance: \$50,000.00
The estate or interest to be insured: Fee Simple

3. The estate or interest in the land described or referred to in this report is:

Fee Simple

4. Last grantee of record for the period searched:

Jonathan Kenney and, as disclosed in the Public Records, has been since 10/31/2024.

5. The land is described as follows:

See attached Exhibit "A"

TITLE SEARCH REPORT
Schedule B Section 1
Requirements

The following are the requirements to be complied with:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. **Warranty Deed from Jonathan Kenney to City of Eatonville.**

NOTE: If the party or parties in title are individuals, and the property is homestead property, the spouse of said party must join in the execution of the Deed. If individuals are unmarried, then indicate this on the Deed. If not homestead, then a statement to that effect must be reflected on the Deed.

5. Proof of payment of any outstanding assessments in favor of Orange County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Orange County, Florida, any special taxing district and any municipality.

6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

7. **The search did not disclose any open mortgages of record, therefore the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.**
8. Unimproved land and other property with an absentee owner poses an elevated risk of fraud. The title agent must use due diligence to verify the identity of the seller(s). Please see Florida Underwriting Bulletin 2021-09, a copy of which is available at fnfflorida.com, for guidelines.
9. **Redemption of Tax Sale Certificate No.# 230006648 for unpaid taxes for the year(s) 2022.**
10. **Redemption of Tax Sale Certificate No.# 240007232 for unpaid taxes for the year(s) 2023.**
11. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2024 in the gross amount of **\$3,566.63 under Tax Folio Number: 36-21-29-1352-12-010.**

The following note is for informational purposes only, is neither guaranteed nor insured, and is not part of the coverage of this form or policy.

TITLE SEARCH REPORT
REQUIREMENTS continued

The last conveyance of title that has been of record for more than 24 months and all subsequently recorded conveyances are: Deed recorded 9/2/2022 under Instrument Number 20220537870

NOTE: Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the names of the purchasers/proposed insured. If the Company is asked to insure a Mortgage from said purchasers, we will require notification of same and we reserve the right to make additional requirements and/or exceptions which we may deem necessary after conducting name searches on the purchasers.

NOTE: The Conveyances to Foreign Entities Act in sections 692.201 - 692.205, Florida Statutes (the "Act"), limits and regulates the purchase, sale and ownership of Florida real property by certain buyers who are associated with "foreign countries of concern," specifically the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro and the Syrian Arab Republic. In connection with the purchase of real property, the Act requires each buyer to provide an affidavit confirming the purchaser is in compliance with the Act. Any loss or damage resulting from a violation of the Act is excluded from coverage under the terms of the Policy.

NOTE: Section 695.26 (1)(c), F.S., provides that no instrument conveying, assigning, encumbering or otherwise disposing of an interest in real property which is executed or acknowledged in Florida shall be recorded by the clerk of court unless the post office address of each witness is legibly printed, typed or stamped upon the instrument. If an instrument containing one or more witnesses is recorded, the witnesses' addresses, as well as their names, should appear below their signatures. A business address may be used.

TITLE SEARCH REPORT
Schedule B Section 2
Exceptions

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

6. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Clarks Addition to Maitland, recorded in Plat Book A, Page 133, of the Public Records of Orange County, Florida.
7. Distribution Easement recorded in Official Records Book 5724, Page 1281.
8. Resolution recorded in Official Records Book 4859, Page 1971.

NOTE: All recording references in this form shall refer to the public records of Orange County, Florida, unless otherwise noted.

TITLE SEARCH REPORT
EXCEPTIONS continued

NOTE: In accordance with Florida Statutes Section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, 2203 North Lois Ave, Suite 450, Tampa, FL 33607; Telephone 866-632-6200.

Searched by: Jeffrey C. Brower, Jeff.Brower@FNF.com 407-670-2442

TITLE SEARCH REPORT
EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1, 2, 7 and 8 and 14 3/4 feet of Block 12 of CLARK'S ADDITION TO MAITLAND, North of Block 12 and 200 feet running East, beginning 15 feet from Section line of Section 36, Township 21 South, Range 29 East according to the plat thereof as recorded in Plat Book "A", Page 133 of the Public Records of Orange County, Florida. (Lees the Road Right of Way)

Town of



February 10, 2025

Jonathan Kenney
Jonathankenney1234@gmail.com
321-228-6645

RE: 119 S. West St.
Maitland, FL 32751-5428
Parcel I.D. # 36-21-29-1352-12-010

Dear Pastor and Trustees:

We are pleased to present the following proposal to purchase the above-mentioned property on behalf of Town of Eatonville CRA:

- LOCATION AND SIZE OF PREMISES:** 119 S. West St., Maitland, FL 32751-5428 consisting of approximately 17,605 sqft (+/-) square feet / 0.40 acres. Legal description as follows: CLARKS ADDITION TO MAITLAND A/133 LOTS 1 2 7 & 8 BLK 12
- BUYER:** Town of Eatonville Community Redevelopment Agency
- PURCHASE PRICE:** *\$339,000 Subject to Appraisal*
- DEPOSIT:** Upon opening of escrow, Buyer shall deposit *five thousand dollars (\$5,000.00)* made payable to the escrow company which can be deposited into an interest-bearing account, all interest credited to the Buyer.
- ESCROW AND TITLE COMPANY:** The escrow shall be held by Buyer's Closing Agent. Buyer and Seller shall pay their own customary closing costs.

Within *seven (7)* business days of mutual acceptance of this proposal, Buyer and Seller shall execute the FAR/BAR Vacant Land Contract and Escrow Instructions for Purchase of Real



Estate. Opening of escrow shall be that date escrow is in receipt of the fully executed purchase & sale agreement document.

Within *three (3)*] business days after the opening of escrow, Seller shall provide all due diligence information in its possession to Buyer.

Escrow shall *close twenty-one (21)*] days after Buyer's waiver of contingencies.

INSPECTION PERIOD:

Buyer's obligation to purchase the property is subject to Buyer's performing its due diligence with respect to the property to its satisfaction within *ten(10)*] days from opening of escrow.

- a. The preliminary title report and the CC&Rs.
- b. The physical condition of the property. Buyer shall be given access to the property and may inspect the physical conditions of the property as Buyer may desire.
- c. Buyer shall conduct its own inspection for the existence of possible hazardous or deleterious substances, underground storage tanks and asbestos on the subject property.
- d. Seller shall provide all available historical information on the property which Seller has in his possession including plans of the building.
- e. In the event of Buyer's disapproval of any of the items above, Buyer shall, at Buyer's sole discretion, notify escrow of cancellation of escrow and escrow shall refund deposit to Buyer, less any ordinary escrow costs.
- f. In the absence of any written disapproval to Escrow Holder within the *fifteen (15)* days from opening of escrow, the contingencies above shall be deemed approved and satisfied by Buyer and Buyer's deposit shall become non-refundable.



CLOSING COSTS, CREDITS AND PRORATIONS:

Seller will pay for the cost of documentary transfer tax. The escrow holder shall be paid one-half (1/2) by Buyer and one-half (1/2) by Seller. Real Property Taxes, payments on bonds, and assessments, owner association dues and fees, and changes of any service contracts being assumed by Buyer and any other items requiring prorations will be prorated by escrow holder as of the close of escrow. All other costs will be allocated between Buyer and Seller in accordance with customary practice in *Orange County, Florida*.

FINALIZATION OF ESCROW INSTRUCTIONS AND THE PURCHASE AND SALE AGREEMENT:

The terms set forth in this proposal are essentially satisfactory to Buyer; however, any escrow instructions must contain terms and conditions satisfactory to both parties. This proposal represents a non-binding proposal, and no party shall have the right to institute any legal action with respect to the transaction described herein. Any understanding between the parties shall only be deemed to have been reached when escrow instructions containing all the applicable terms and conditions relating to the transaction have been executed by both parties and are acceptable to their respective legal counsel.

BROKERS:

No Broker Fees are part of this transaction

NO EXCLUSIVITY / CONTINUED MARKETING:

Until such time as the purchase agreement has been signed between Buyer and Seller, Seller will continue to market the property, solicit buyers and entertain and negotiate back-up purchase offers for the property.

LETTER OF INTENT EXPIRATION:

This proposal shall remain valid until February 17, 2025, at 5:00 p.m.



Seller and Buyer acknowledge that this proposal is not a purchase contract, and that it is intended as the basis for the preparation of a sale agreement by Seller. The Purchase Contract shall be subject to Seller's and Buyer's approval, and **only a fully executed and delivered purchase & sale agreement shall constitute a legally binding purchase contract for said property**. Buyer makes no warranty or representation to Seller or Buyer that acceptance of this proposal will guarantee the execution of a purchase contract for the property. Buyer is not authorized to give legal advice. If Buyer and Seller desire legal advice, Buyer hereby advises Seller and Buyer to consult with their respective attorneys prior to executing any document(s).

If any party to this Agreement, including Buyer, shall institute any legal action against any other party to this Agreement, including Buyer, the prevailing party, whether in court or by way of out-of-court settlement, shall be entitled to recover from the non-prevailing party such prevailing party's attorney's fees, court costs, expert witness fees and/or other expenses relating to such controversy, including attorney's fees, court costs and/or other expenses on appeal, if any.

We look forward to putting together a successful transaction!

Should you have any questions please call me at the contact info below.

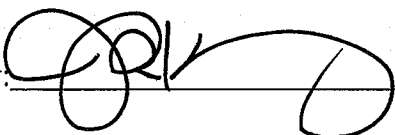
Sincerely,

Michael A. Johnson

Michael A. Johnson
Executive Director
Town of Eatonville Community Redevelopment Agency

AGREED & ACCEPTED: SELLER

AGREED & ACCEPTED: BUYER

By: 

By: Michael A. Johnson

Title: OWNER

Title: Executive Director

Date: 2-11-25

Date: 02/10/2025