



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR COUNCIL MEETING AGENDA

Tuesday, February 18, 2025, at 7:30 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 AND VERIFICATION OF QUORUM

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. APPROVAL OF THE AGENDA

IV. CITIZEN PARTICIPATION (Three minutes strictly enforced)

V. PUBLIC HEARING

[A. Second Reading](#) of Ordinance 2025-1- Revisions to the Land Development Code (**Planning**)

VI. CONSENT AGENDA

[1.](#) Approval of Town Council Meeting Minutes 2-4-25 (**Clerk Office**)

VII. COUNCIL DECISIONS

[2.](#) Approval of the TOECRA Board of Directors Authorizing the Executive Director to Purchase Property Located at 119 S. West St. (**Administration**)

VIII. REPORTS

CHIEF ADMINISTRATIVE OFFICER'S REPORT

TOWN ATTORNEY'S REPORT

TOWN COUNCIL REPORT/DISCUSSION ITEMS

MAYOR'S REPORT

IX. ADJOURNMENT

The Town of Eatonville is subject to the Public Records Law. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

****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
TOWN COUNCIL MEETING
FEBRUARY 18, 2025, AT 7:30 PM
Cover Sheet

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

ITEM TITLE: Second Reading of Ordinance 2025-1- Revisions to the Land Development Code (**Planning**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: PLANNING DEPARTMENT
PUBLIC HEARING 1ST / 2ND READING	YES	Exhibits: <ul style="list-style-type: none">Ordinance 2025-1Exhibit “A” Chapter 64 Zoning, Exhibit “B” Chapter 65 Use Regulations, Exhibit “C” Business Impact Statement
CONSENT AGENDA		
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST:

Request for Approval of the Second Reading of Ordinance 2025-1 Revisions to Chapter 64, Article III and the creation of a new Chapter, Use Regulations.

BACKGROUND:

The purpose of updating the towns zoning district uses is to provide a consolidated use table that includes a comprehensive list of uses for the town so that additional business, retail, offices, and residential uses are listed to ensure the town provides a range of uses to encourage redevelopment, infill with respect to the existing uses in the town. The Planning Board had a workshop on May 13, 2024, and during a regular Planning Board Meeting (June 13, 2024) voted unanimously to approve the recommended land development code revisions. A workshop with the Town Council was held on July 16, 2024, for review of the Planning Board recommendations and to provide additional public input and direction from the Town Council. The First reading was held and passed on January 21, 2025.

SUMMARY:

The consolidated use table will provide for permitted, not permitted, use specific standards and special exceptions, by zoning district. The table also provides for definitions of each use category and use type.

RECOMMENDATION:

Request for Approval of the Second Reading of Ordinance 2025-1 Revisions to Chapter 64, Article III and the creation of a new Chapter, Use Regulations as presented.

FISCAL & EFFICIENCY DATA: N/A

ORDINANCE NO. 2025-1

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE BY CONSOLIDATING ZONING AND USE REGULATIONS INTO A CONSOLIDATED USE TABLE; REPEALING CERTAIN PROVISIONS RELATING TO PERMITTED USES, ACCESSORY USES, SPECIAL EXCEPTION USES, AND PROHIBITED USES IN CHAPTER 64, ARTICLE III. – ZONING DISTRICT REGULATIONS; CREATING CHAPTER 65 – USE REGULATIONS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, F.S. Chapter 163, Part II, empowers and requires the Town of Eatonville to plan for the Town’s future development and growth and to adopt and amend its Land Development Code, or elements of portions thereof, to guide the future growth and development of the Town; and

WHEREAS, the Planning and Zoning Board, designated as the local planning agency, held a properly noticed public hearing on June 13, 2024, to receive public comment on the subject matter of this Ordinance and to make its recommendation to the Town Council; and

WHEREAS, the Town Council held properly noticed public hearings at first and second reading of this Ordinance to review the recommendations of the Planning and Zoning Board and to receive public comment on the subject matter of this Ordinance; and

WHEREAS, the Town Council finds and determines that this amendment is internally consistent with the Town’s Comprehensive Plan and is consistent with other controlling law to include, but not limited to Chapter 163, *Florida Statutes*.

WHEREAS, the Town Council hereby finds that this Ordinance serves a legitimate governmental purpose and is in the best interests of the public health, safety, and welfare of the citizens of Eatonville, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EATONVILLE:

SECTION 1. The recitals set forth above are hereby adopted as the legislative findings of the Town Council of the Town of Eatonville, Florida.

SECTION 2. Chapter 64, Article III, *Zoning District Regulations*, of the Town of Eatonville Land Development Code, is hereby amended and repealed, in part, as shown in Exhibit “A”, attached hereto and incorporated herein by this reference.

SECTION 3. Chapter 65, *Use Regulations*, of the Town of Eatonville Land Development Code, is hereby created as shown in Exhibit “B”, attached hereto and incorporated herein by this reference

SECTION 4. It is the intent of the Town Council of the Town of Eatonville that the provisions of this Ordinance shall be codified. The codifier is granted broad and liberal authority in codifying the provision of this Ordinance.

SECTION 5. All Town ordinances or parts thereof in conflict herewith are, to the extent of such conflict, repealed.

SECTION 6. If any section, subsection, clause, or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

SECTION 7. This Ordinance shall become effective upon its adoption.

Upon motion duly made and carried, the foregoing Ordinance was approved upon its first reading on January 21, 2025.

Upon motion duly made and carried, the foregoing Ordinance was approved upon its second reading on _____, 2025.

TOWN OF EATONVILLE

Attest:

Angie Gardner, Mayor

Veronica King, Town Clerk

Approved as to form:

Clifford B. Shepard, Town Attorney

EXHIBIT “A”**Subpart B - LAND DEVELOPMENT CODE****Chapter 64 - ZONING****ARTICLE III. ZONING DISTRICT REGULATIONS**

* * * *

DIVISION 2. R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT**Sec. 64-91. Purpose and intent.**

The purpose of the R-1 Single-Family Residential District is to delineate those areas, as defined in the town's comprehensive plan, suitable for residential development of a low density character together with associated accessory and related development uses.

~~Sec. 64-92. Permitted uses.~~

~~The following uses shall be permitted by right in the R-1 Single-Family Residential District:~~

- ~~(1) Single-family dwellings.~~
- ~~(2) Parks and recreational areas.~~
- ~~(3) Essential services.~~

~~Sec. 64-93. Accessory uses.~~

~~The following uses are permitted accessory uses incidental to the primary use in the R-1 Single-Family Residential District:~~

- ~~(1) Private swimming pool.~~
- ~~(2) Other accessory uses customarily incidental to a permitted use and not involving the conduct of a business except as provided for a home occupation.~~

~~Sec. 64-94. Special exception uses.~~

~~Upon application and after a favorable determination by the planning board and town council that all conditions and provisions of special exception uses have been satisfied and that the proposed use is consistent with sound zoning practices, the following uses may be permitted in the R-1 Single-Family Residential District:~~

- ~~(1) Home occupations.~~
- ~~(2) Churches.~~
- ~~(3) Schools, public and private.~~

Sec. 64-95. Property development requirements.

Property development regulations addressing minimum lot requirements, minimum floor area, required yards, maximum lot coverage, and maximum height in the R-1 Single-Family Residential District are presented in tabular form in section 64-418.

Sec. 64-96. Other applicable regulations.

Other applicable lot and use regulations in the R-1 Single-Family Residential District are set forth in chapter 60, pertaining to supplementary zoning district regulations.

Sec. 64-97. Prohibited uses.

In no event, except for a catastrophic loss of existing housing occurring as a result of an act of God, such as hurricanes, tornadoes, fire, wind loss, etc., as so considered, will shortterm residential lodging be permitted within the R-1 Single-Family Residential District.

Secs. 64-98—64-109. Reserved.*DIVISION 3. R-2 SINGLE-FAMILY RESIDENTIAL DISTRICT***Sec. 64-110. Purpose and intent.**

The purpose of this district is to delineate those areas as defined in the town's comprehensive plan, where existing development and platting patterns dictate low density residential activities that require somewhat less restrictive development regulations than those established for in the R-1 Single-Family Residential District.

~~Sec. 64-111. Permitted uses.~~

~~The following uses shall be permitted by right in the R-2 Single-Family Residential District:~~

- ~~(1) Single-family dwellings.~~
- ~~(2) Parks and recreational areas.~~
- ~~(3) Essential services.~~

~~Sec. 64-112. Accessory uses.~~

~~Within the R-2 Single-Family Residential District the following uses are permitted accessory uses incidental to the primary use:~~

- ~~(1) Private swimming pool.~~
- ~~(2) Other accessory uses customarily incidental to a permitted use and not involving the conduct of a business except as provided for a home occupation.~~

~~Sec. 64-113. Special exception uses.~~

~~Upon application and after a favorable determination by the planning board and town council that all conditions and provisions of special exception uses have been satisfied and that the proposed use is consistent with sound zoning practices, the following uses may be permitted within the R-2 Single-Family Residential District:~~

- ~~(1) Home occupations.~~
- ~~(2) Churches.~~
- ~~(3) Schools, public and private.~~

~~(4) Adult facilities.~~

Sec. 64-114. Property development requirements.

Property development regulations addressing minimum lot requirements, minimum floor area, required yards, maximum lot coverage, and maximum height are presented in tabular form in section 64-418.

Sec. 64-115. Other applicable regulations.

As related to the R-2 Single-Family Residential District other applicable lot and use regulations are set forth in chapter 60, pertaining to supplementary zoning district regulations.

Sec. 64-116. Prohibited uses.

- (a) In no event, except for a catastrophic loss of existing housing occurring as a result of an act of God, such as hurricanes, tornadoes, fire, wind loss, etc., as so considered, will shortterm residential lodging be permitted within the R-2 Single-Family Residential District.
- (b) Construction of duplexes in the R-2 Single-Family Residential District is prohibited.

Secs. 64-117—64-145. Reserved.

DIVISION 4. R-3 MULTIPLE-FAMILY RESIDENTIAL DISTRICT

Sec. 64-146. Purpose and intent.

The purpose of the R-3 Multiple-Family Residential District is to delineate those areas, as defined in the town's comprehensive plan, where existing multiple-family development is recommended for continuation on a longterm basis and new multiple-family development is to be encouraged. As noted in the comprehensive plan, however, the primary method for providing new multiple-family development is through the application of the planned unit development provisions.

~~Sec. 64-147. Permitted.~~

~~The following uses shall be permitted by right in the R-3 Multiple Family Residential District:~~

- ~~(1) Two family dwellings.~~
- ~~(2) Multiple family dwellings.~~
- ~~(3) Parks and recreational areas.~~
- ~~(4) Essential services.~~
- ~~(5) Nursing homes.~~

~~Sec. 64-148. Accessory uses.~~

~~The following uses are permitted accessory uses incidental to the primary use within the R-3 Multiple Family Residential District:~~

- ~~(1) Private swimming pool.~~

- ~~(2) Private recreational facilities for the exclusive use of occupants and guests of a multifamily project.~~
- ~~(3) Off street parking and loading area.~~

~~Sec. 64-149. Special exception uses.~~

~~Upon application and after a favorable determination by the planning board and town council that all conditions and provisions of special exception uses have been satisfied and that the proposed use is consistent with sound zoning practices, the following uses may be permitted in the R-3 Multiple-Family Residential District:~~

- ~~(1) Home occupations.~~
- ~~(2) Churches.~~
- ~~(3) Schools, public and private.~~
- ~~(4) General government facilities.~~
- ~~(5) Assisted living facilities (ALFs) for the elderly, aged 65 years or older, pursuant to supplemental criteria included in chapter 60, pertaining to supplemental zoning district regulations.~~
- ~~(6) Short duration residential lodging.~~

Sec. 64-150. Property development requirements.

Property development regulations addressing minimum lot requirements, minimum floor area, required yards, maximum lot coverage, and maximum height are presented in tabular form in section 64-418.

Sec. 64-151. On-site recreation facilities.

There shall be provided on the site of a multiple-family development an area, either enclosed or unenclosed, devoted to the joint recreation use of the development's residents. These recreational facilities or areas shall consist of a minimum of 350 square feet of space per dwelling unit. Each recreation facility or area shall be developed with passive and active recreation facilities

Sec. 64-152. Other applicable regulations.

In reference to the R-3 Multiple-Family Residential District, other applicable lot and use regulations are set forth in chapter 60, pertaining to supplementary zoning district regulations.

Sec. 64-153. Site plan approval.

All applications for a day care facility in the R-3 Multiple-Family Residential District or C-3 General Commercial District must receive site plan approval from the town council prior to application for a building permit or business tax receipt.

Secs. 64-154—64-170. Reserved.

DIVISION 5. C-1 PLANNED COMMERCIAL DISTRICT

Sec. 64-171. Purpose and intent.

The purpose of this district is to delineate those areas, as identified by the town's comprehensive plan, suitable for large-scale commercial project, including shopping centers and individual commercial development along major roads.

~~Sec. 64-172. Permitted uses.~~

~~The following uses shall be permitted by right in the C-1 Planned Commercial District:~~

- ~~(1) Retail store.~~
- ~~(2) Personal service store.~~
- ~~(3) Business and professional office.~~
- ~~(4) Business and financial service facilities.~~
- ~~(5) Restaurant.~~
- ~~(6) Liquor lounge, package store, or night club.~~
- ~~(7) General government facilities.~~
- ~~(8) Essential services.~~

~~Sec. 64-173. Accessory uses.~~

~~The following uses are permitted accessory uses incidental to the primary use within the C-1 Planned Commercial District:~~

- ~~(1) Off street parking and loading.~~
- ~~(2) Other accessory uses customarily incidental to a permitted use.~~

~~Sec. 64-174. Special exception uses.~~

~~Upon application and after a favorable determination by the planning board and town council that all conditions and provisions of a special exception uses have been satisfied and that the proposed use is consistent with sound zoning practices, the following uses may be permitted:~~

- ~~(1) Shopping centers, provided the minimum lot area is one acre.~~
- ~~(2) Automobile gas or service station.~~
- ~~(3) Pool hall or game room, when located in a shopping center.~~

Sec. 64-175. Property development requirements.

Property development regulations addressing minimum lot requirements, minimum floor area, required yards, maximum lot coverage, and maximum height are presented in tabular form in section 64-418.

Sec. 64-176. Other applicable regulations.

Other applicable lot and use regulations related to the C-1 Planned Commercial District are set forth in chapter 60, pertaining to supplementary zoning district regulations.

~~Sec. 64-177. Prohibited uses.~~

~~In no event, except for a catastrophic loss of existing housing occurring as a result of an act of God, such as hurricanes, tornadoes, fire, wind loss, etc., as so considered, will shortterm residential lodging be permitted within the C-1 Planned Commercial District.~~

Secs. 64-178—64-207. Reserved.

DIVISION 6. C-2 PLANNED OFFICE DISTRICT

Sec. 64-208. Purpose and intent.

The purpose of the C-2 Planned Office District is to delineate those areas, as identified in the town's comprehensive plan, recommended for development as an office park.

~~Sec. 64-209. Permitted uses.~~

~~The following uses shall be permitted by right in the C-2 Planned Office District.~~

- ~~(1) Business and professional office.~~
- ~~(2) Business and financial service facilities.~~
- ~~(3) Pharmacy.~~
- ~~(4) Restaurant.~~
- ~~(5) Essential services.~~

~~Sec. 64-210. Accessory uses.~~

~~The following uses are permitted accessory uses incidental to the primary use within the C-2 Planned Office District:~~

- ~~(1) Off-street parking and loading.~~
- ~~(2) Other accessory uses customarily incidental to a permitted use.~~

~~Sec. 64-211. Special exception uses.~~

~~The following special exception uses are permitted in the C-2 Planned Office District.~~

- ~~(1) Retail store.~~
- ~~(2) Personal service store.~~

Sec. 64-212. Property development requirements.

Property development regulations addressing minimum lot requirements, minimum floor area, required yards, maximum lot coverage, and maximum height are presented in tabular form in section 64-418.

Sec. 64-213. Other applicable regulations.

Other applicable lot and use regulations regarding the C-2 Planned Office District are set forth in chapter 60, pertaining to supplementary zoning district regulations.

~~Sec. 64-214. Prohibited uses.~~

~~In no event, except for a catastrophic loss of existing housing occurring as a result of an act of God, such as hurricanes, tornadoes, fire, wind loss, etc., as so considered, will shortterm residential lodging be permitted within the C-2 Planned Office District.~~

Secs. 64-215—64-236. Reserved.*DIVISION 7. C-3 GENERAL COMMERCIAL DISTRICT***Sec. 64-237. Purpose and intent.**

The purpose of the C-3 General Commercial District is to provide for the commercial development areas along major roads as recommended by the town's comprehensive plan.

~~Sec. 64-238. Permitted uses.~~

~~The following uses shall be permitted by right in the C-3 General Commercial District:~~

- ~~(1) Convenience store.~~
- ~~(2) Retail store.~~
- ~~(3) Personal service store.~~
- ~~(4) Business and professional office.~~
- ~~(5) Business and financial service facilities.~~
- ~~(6) Restaurant.~~
- ~~(7) Liquor lounge, package store, or night club.~~
- ~~(8) Plant nursery.~~
- ~~(9) General government facilities.~~
- ~~(10) Hotel or motel.~~
- ~~(11) Essential services.~~
- ~~(12) Day care facilities.~~

~~Sec. 64-239. Accessory uses.~~

~~The following are permitted accessory uses incidental to the primary use within the C-3 General Commercial District:~~

- ~~(1) Off-street parking and loading.~~
- ~~(2) Other accessory uses customarily incidental to a permitted use.~~

Sec. 64-240. Special exception uses.

~~Upon application and after a favorable determination by the planning board and town council that all conditions and provisions of special exception uses have been satisfied and that the proposed use is consistent with sound zoning practices, the following uses may be permitted within the C-3 General Commercial District:~~

- ~~(1) Automobile gas or service stations.~~
- ~~(2) Mobile homes intended to house business activities provided:~~
 - ~~a. The mobile home will be permitted on the site for a period not to exceed 120 days.~~
 - ~~b. The business must present plans for construction of a permanent structure at the time a request for a temporary mobile home is made.~~
 - ~~c. The business provides a \$1,000.00 bond to be forfeited to the town if the start of construction has not occurred within 60 days of issuance of a temporary mobile home use.~~
- ~~(3) Short duration residential lodging.~~
- ~~(4) Businesses that sell alcoholic beverages for on and off premises consumption.~~

Sec. 64-241. Property development requirements.

Property development regulations addressing minimum lot requirements, minimum floor area, required yards, maximum lot coverage, and maximum height are presented in tabular form in section 64-418.

Sec. 64-242. Other applicable regulations.

Other applicable lot and use regulations regarding the C-3 General Commercial District are set forth in chapter 60, supplementary zoning district regulations.

Sec. 64-243. Site plan approval.

All applications for a day care facility in the R-3 Multiple-Family Residential District or the C-3 General Commercial District must receive site plan approval from the town council prior to application for a building permit or business tax receipt.

Secs. 64-244—64-264. Reserved.

DIVISION 8. I-1 PLANNED INDUSTRIAL DISTRICT

Sec. 64-265. Purpose and intent.

The purpose of the I-1 Planned Industrial District is to provide sites for industrial development in those areas designated by the town's comprehensive plan. This district is intended to accommodate industrial operations engaged in the fabricating, repair, or storage of manufactured goods of such a nature that objectional byproducts of the activity are not a nuisance beyond the lot on which the facility is located.

~~Sec. 64-266. Permitted uses.~~

~~The following uses shall be permitted by right in the I-1 Planned Industrial District:~~

- ~~(1) Light manufacturing.~~
- ~~(2) Wholesaling.~~
- ~~(3) Reserved.~~
- ~~(4) Communication antennae and towers.~~
- ~~(5) Data center.~~
- ~~(6) Food commissary.~~

~~Sec. 64-267. Accessory uses.~~

~~The following uses are permitted accessory uses incidental to the primary use within the I-1 Planned Industrial District:~~

- ~~(1) Retail sales as an accessory to a permitted wholesale business.~~
- ~~(2) Offices required for the operation of a manufacturing wholesaling or warehousing business.~~
- ~~(3) Other uses customarily incidental to the permitted use.~~

~~Sec. 64-268. Special exception uses.~~

~~Upon application and after a favorable determination by the planning board and town council that all conditions and provisions of special exceptions uses have been satisfied and that the proposed use is consistent with sound zoning practices while meeting the conditions as specified for each use, the following uses may be permitted within the I-1 Planned Industrial District:~~

- ~~(1) Automobile repair garages, including automobile painting, carwash and detail service.~~
- ~~(2) Automobile rentals.~~
- ~~(3) Warehousing, mini warehouse, except bulk storage of fuel or toxic or flammable chemicals.~~

~~Sec. 64-269. Property development requirements.~~

~~Property development regulations addressing minimum lot requirements, minimum floor area, required yards, maximum lot coverage, and maximum height within the I-1 Planned Industrial District are presented in tabular form in section 64-418.~~

~~Sec. 64-270. Other applicable regulations.~~

~~Other applicable lot and use regulations regarding the I-1 Planned Industrial District are set forth in chapter 60, pertaining to supplemental zoning district regulations.~~

~~Sec. 64-271. Prohibited uses.~~

~~In the I-1 Planned Industrial, the uses and structures prohibited are as follows:~~

- ~~(a) All industrial sites shall provide documentation of proposed work product, itemization of raw materials, analysis of waste by products, storage and treatment facilities, operational plans, etc., as required in article III of chapter 40, pertaining to sewers, at the time of application of site plan approval. The public works director will consider such information at the same time as plans are being reviewed for site development, and deficiencies in this data shall be regarded as an insufficiency for the purpose of site plan review.~~
- ~~(b) Residential uses.~~
- ~~(c) Motels, hotels, roominghouses.~~
- ~~(d) Outside storage, except for automobile dealerships. Any motor vehicles stored outside must be in operating condition at all times.~~
- ~~(e) All uses not specifically or provisionally permitted in this division or any use not in keeping with the industrial character of the district.~~
- ~~(f) Concrete, block, and asphalt plants including batch plants.~~
- ~~(g) Automobile junkyards, scrap yards, and salvage yards, auto body shops.~~
- ~~(h) Any use deemed objectionable because it may be noxious or injurious because of the production or emission of dust, smoke, refuse matter odor, gas fumes, noise, vibration or similar substances or conditions, and any one or combination of these may be prohibited; however, any one of these uses may be permitted if approved by the planning and zoning board and subject to the conditions, restrictions, requirements and safeguards as may be deemed necessary by the planning and zoning board for tile protection of health, safety and general welfare of the area.~~
- ~~(i) Storage of liquefied petroleum products and petrochemical products.~~

~~Sec. 64-272. Special exception conditions.~~

- ~~(1) Automotive repair.~~
 - ~~a. All repair work and permanent storage of materials merchandise and lubrication repair and servicing equipment shall be conducted within the principal building.~~
 - ~~b. No operator shall permit the storage of motor vehicles for a period in excess of 24 hours unless the vehicles are enclosed in the principal building.~~
 - ~~c. Service or customer vehicles shall be parked on the premises in a manner that will not create traffic hazards or interfere with vehicular maneuvering area necessary to enter or exit the site.~~
 - ~~d. No outdoor work shall be performed except in areas designated for such activity on an approved site plan. Such areas shall be fenced, walled and screened to minimize on and off-site noise, glare, odor, or other impacts.~~
 - ~~e. Additional buffering and screening may be required where such use is located in close proximity to residential or retail commercial uses.~~

f. ~~Additional uses, such as RV/boat storage and vehicle sales, are permitted in conjunction with this use, provided that they are permitted in the zoning district and all conditions are satisfied.~~

g. ~~Must have a publicly advertised community meeting prior planning and zoning board.~~

~~(2) Automotive dealerships vehicle sales.~~

a. ~~All outdoor vehicle display areas shall be identified on the site plan.~~

b. ~~Visitor/employee parking shall be provided separately from display areas, and shall also be identified on the site plan.~~

c. ~~All display areas visible from a public right of way or adjacent residential use shall be screened such that there is a minimum ten foot wide landscape buffer planted with a minimum of one shade tree every 50 linear feet and a continuous hedge with a minimum height of three feet at time of planting. If the property is located such that the minimum buffer as required by this Land Development Code, landscaping, then the more conservative requirement shall apply.~~

d. ~~A lighting plan shall be provided showing all outdoor lighting fixtures, type and wattage. Glare shall be minimized.~~

e. ~~Hours of operation shall be restricted if located within 200 feet of a residential district, such that the business hours are 8:00 a.m. to 9:00 p.m. Monday through Saturday, and 10:00 a.m. to 6:00 p.m. on Sundays.~~

f. ~~A minimum rear yard buffer area of 50 feet shall be required if adjacent to a residential district or conforming residential use.~~

g. ~~All dealership related activities, including office, repair, new car displays and similar uses, other than used car sales shall be on contiguous property and shall not be on Kennedy Boulevard.~~

h. ~~Outdoor vehicle display areas may be on turf block or any other approved pervious surface.~~

i. ~~Tandem parking for two vehicles shall be permitted for vehicle display areas.~~

j. ~~Additional uses, such as RV/boat storage and vehicle repair are permitted in conjunction with this use provided that they are permitted in the zoning district and all conditions are satisfied.~~

k. ~~Must have a publicly advertised community meeting prior to planning and zoning board.~~

~~(3) Warehouses, mini. Mini-warehouse developments shall be designed and constructed to comply with the following minimum requirements:~~

a. ~~*Use limitation.* Mini-warehouses are intended exclusively for the storage of personal property and goods by the general public and for incidental storage of goods by small commercial uses. Each user shall have direct access to his rented space during all hours of operation. For each cubicle, no utility service other than lighting and one electrical outlet shall be permitted, except for air conditioning, dehumidifying, or similar equipment. Multiple storage cubicles collected into a single building for the purpose of air conditioning or dehumidification may be distinguished from commercial warehouses~~

- by the provisions of direct access to a secured storage space by the renter. Mini-warehouse developments shall be limited to storage use only. No business activities, such as sales or service, shall be conducted on the premises. The operation of such a facility shall not be deemed to include a transfer and storage business where the use of vehicles is part of the business. Signs advertising individual businesses shall be prohibited. A mini-warehouse shall not be used as a business address for purposes of obtaining a business tax receipt, except for the mini-warehouse development itself. Manufacture, auto repair, or other similar activities are expressly prohibited.
- b. ~~*Storage.*~~ All storage on the property shall be kept within an enclosed building. No unattended vehicles shall be permitted on the premises unless stored within an enclosed building.
- c. ~~*On-site circulation and driveway widths.*~~
1. ~~All single-loaded driveways shall be a minimum of 20 feet in width.~~
 2. ~~All double-loaded driveways shall be a minimum of 30 feet in width.~~
 3. ~~Traffic direction shall be designated by signing and/or painting on driveway surfaces.~~
 4. ~~Access to storage cubicles shall only be provided from the interior of the site.~~
- d. ~~*Off-street parking.*~~ Off-street parking shall be in accordance with chapter 3, article III of this land development code, on-site parking.
- e. ~~*Landscaping.*~~ Landscape buffer areas shall be provided in order to reduce the visual impact of driveways, storage buildings and security fences common to mini-warehouse developments, a combination landscape screen and decorative masonry wall ranging from three feet to six feet in height may be required in the front yard, along the front yard setback, and along any property line that abuts a residential district or public right-of-way. Where interior landscaping is to be provided, priority shall be given to softening end walls visible from a public right-of-way through foundation plantings, and to landscaping perimeter entryway and management office areas.
- f. ~~*Lighting.*~~ All lights shall be shielded to direct light onto the mini-warehouse development and away from adjacent property, but it may be of sufficient intensity to discourage vandalism and theft.
- g. ~~*Building treatment.*~~
1. ~~Only muted earth-tone colored buildings and doors shall be permitted. Color selection shall be subject to the approval of the town planner.~~
 2. ~~Garage doors or simulated garage doors shall not be permitted on the side of a storage building facing a public right of way.~~
- h. ~~*Hours of operation.*~~ Access to storage facilities shall not be allowed except during approved hours of operation. Hours of operation shall be noted on the site plan submittals and designed to provide maximum safety for users while not interfering with existing or potential users of adjoining properties.

- i. ~~*Maximum height.* Four story, not to exceed 60 feet. Multiple story buildings, exceeding 30 feet in height. In order to exceed the 30-foot height, buildings shall include architectural elements typically associated with office/professional buildings including, but not limited to, archways, windows, banding, decorative roof, and masonry or other finished exterior. Detailed building elevations indicating these elements, as well as materials, colors and dimensions shall be included in the site plan. Loading areas and overhead doors shall not be visible from the public right of way. Mini-warehouse developments with two or more buildings shall have consistent and coordinated architectural design. The design of the buildings shall be consistent and compatible with surrounding development. In addition to the architectural requirements, the development will be limited to a maximum impervious area of 40 percent on a site encompassing a minimum area of five acres, when located west of Interstate 4. Additionally, front and side corner setbacks or landscape buffers may be required as follows: Five feet of additional setback or buffer for each story over two stories, not to exceed ten feet per building story.~~

~~(4) *Vehicle washing or detailing.* Provided that the following minimum standards are met:~~

- a. ~~The site shall be located in a I-1 district except shall not be on Kennedy Boulevard.~~
- b. ~~No runoff of wash water onto adjoining properties shall be permitted.~~
- c. ~~Entrances and exits shall be designed to ensure that waiting lines will not extend into the public right of way.~~
- d. ~~Driveways shall be located at least 50 feet from any intersection.~~
- e. ~~No lighting shall be permitted which shall constitute a nuisance or shall in any way impair safe movement of traffic on any street or highway.~~
- f. ~~Except for uses limited to hand washing of ten or fewer cars a day, all washwater shall be recycled.~~
- g. ~~Site shall provide adequate stacking with a minimum of five spaces.~~

Secs. 64-273—64-290. Reserved.

DIVISION 9. PUD PLANNED UNIT DEVELOPMENT DISTRICT

Sec. 64-291. Purpose and intent.

The purpose of the PUD Planned Unit Development District is to promote economical and efficient land use for a variety of development types, including the provision of usable open space areas, innovative site planning concepts, and orderly and economical development. The PUD Planned Unit Development District is intended to operate as an overlay district with the base zoning establishing the parameters for permitted uses and intensity of development.

Sec. 64-292. Permitted uses.

- (a) The following uses shall be permitted in the PUD Planned Unit Development District as established in the overall development plan:
 - (1) Planned residential communities.

- (2) Planned commercial centers.
- (3) Planned industrial parks.
- (b) Within each PUD Planned Unit Development District, individual permitted uses shall be identified as the uses permissible in the base district included within the PUD Planned Unit Development. The base district is that district applied to the property prior to its inclusion in the PUD Planned Unit Development District project.

Sec. 64-293. Property development requirements.

Minimum lot sizes, yard areas, minimum and maximum building areas, maximum densities, maximum lot coverage, and maximum building heights shall be described in the written development agreement.

Sec. 64-294. Minimum application criteria.

In order to apply for a PUD Planned Unit Development District classification, the following conditions must be met:

- (1) *Unified ownership.* All land within the PUD Planned Unit Development District shall be under the ownership of one person, either by deed, agreement for deed, or contract for purchase. PUD Planned Unit Development District applicants shall present either an opinion of title by an attorney licensed in the state or a certification by an abstractor or a title company, authorized to do business in the state that, at the time of application, unified ownership of the entire area within the proposed PUD Planned Unit Development District is in the applicant or contract seller. Unified ownership shall thereafter be maintained until the recording of the overall development plan or final plat.
- (2) *Site size.* The site shall be a minimum of two acres in size with a frontage of at least 100 feet on a dedicated public thoroughfare.

Sec. 64-295. Approval procedure.

The procedure for obtaining approval of a planned unit development shall be as follows:

- (1) *Preapplication stage.* A preapplication meeting is required before a PUD Planned Unit Development District rezoning application can be accepted. After the preapplication meeting, a sketch plan may be submitted for review and comment prior to filing the application for rezoning.
 - a. *Preapplication meeting.* The preapplication meeting is intended to provide an opportunity for an informational exchange between the applicant and the administrative staff. It will be arranged by the planning director. No fee shall be charged. The applicant need not submit any plans or other information. As a minimum, the applicant will be advised of the usual procedures and requirements. Forms, application materials, guidelines, checklists, copies of the comprehensive plan and of the zoning and subdivision regulations will be made available at a reasonable cost.
 - b. *Sketch plan (optional).*

1. After the preapplication meetings, a sketch plan may be submitted to the town. If submitted, written comments on the sketch plan shall be made by the planning director and any other interested departments within 30 days. The planning director shall coordinate this review. If submitted, a sketch plan shall indicate general land use categories and the approximate height, location, architectural character and density of dwelling units, and other structures. The sketch plan shall also show the tentative major street layout, approximate street widths, sites of schools, open space areas and parks, existing structures, waterways, wooded areas, wetlands, floodplain areas, if applicable, total acreage, and existing zoning. Finally, it shall include a vicinity map and any other information deemed appropriate by the applicant.
 2. Written comments on the sketch plan are informational only and are subject to change after a more detailed review of the rezoning application.
- (2) *Application stage.* An application for rezoning to PUD Planned Unit Development District, together with an overall development plan (ODP) and any required application fees shall be submitted to the planning director. If an applicant for rezoning desires concurrent review of an overall development plan (ODP) under the subdivision regulations, he shall so state at the time of application, and shall submit any additional information required by the subdivision regulations. The overall development plan shall consist of a preliminary plan and a written development agreement. These documents shall include the following information:
- a. *Site development plan.* A site development plan shall be submitted according to the provisions of the town's site plan review requirements in chapter 54.
 - b. *Written development agreement.* In addition to the site development plan, a written development agreement shall be prepared following a general format supplied by the town at the preapplication meeting. The development agreement, along with the site development plan, shall govern the development of the PUD Planned Unit Development District and shall regulate the future use of the land. The development agreement shall include any statements or information requested by the town at the preapplication meeting, such as:
 1. Evidence of unified ownership and control.
 2. Statement agreement to:
 - (i) Proceed with the proposed development according to all regulations;
 - (ii) Provide appropriate performance and maintenance guarantees;
 - (iii) Follow all other provisions of this article to the extent not expressly inconsistent with the written development agreement; and bind the applicant's successors in title to his commitments.
 3. The acreage and percentage of the total land area devoted to each of the proposed land uses.
 4. Maximum density for each type of dwelling unit.
 5. Maximum building height.

6. Minimum building spacing and floor areas.
 7. Lot sizes, yard areas, and buffer areas, including perimeter buffers.
 8. Statement regarding the disposition of sewage and stormwater and arrangements for potable water.
 9. When the PUD Planned Unit Development District is planned for phased development, a schedule of the phases.
 10. The proposed language of any covenants, easements, or other restrictions.
 11. Any additional information or statements subsequently deemed necessary by any reviewing department or agency.
- (3) *Post approval stage.* Post approval stage after town approval of the rezoning application to PUD Planned Unit Development District, the site development plan and the written development agreement, both signed by the mayor and attested by the town clerk, shall be recorded in the public records of the county, at the expense of the applicant. The zoning map of the town shall be amended to record the PUD Planned Unit Development District approval by affixing the letters PUD Planned Unit Development District after the base district of the property and identifying the boundaries of the PUD Planned Unit Development District area.

Sec. 64-296. Amendments.

Minor amendments not altering the intent and purpose of the approved overall development plan may be approved by the planning director after such departmental comment as he deems appropriate. Any other revision of the overall development plan (ODP) or written agreement shall follow the procedures established for initial approval of the PUD Planned Unit Development District.

Secs. 64-297—64-325. Reserved.

DIVISION 10. DC/HO DOWNTOWN CULTURAL/HISTORICAL OVERLAY DISTRICT

Sec. 64-326. Purpose and intent.

The purpose of the DC/HO Downtown Cultural/Historical Overlay District is to promote a historically unified theme for development and redevelopment in the downtown central business district that is consistent and compatible with the town's designation as a historic site on the National Historic Register. This DC/HO Downtown Cultural/Historical Overlay District provides for flexibility and creativity in zoning and development performance criteria, as well as provide review procedures, using the base zoning to establish parameters for permitted uses and intensity of development. The DC/HO Downtown Cultural/Historical Overlay District is also intended to provide the flexibility for compatible mixed uses in development subject to the same planning review standards as found in the PUD Planned Unit Development District classification.

Sec. 64-327. Permitted uses.

~~The permitted uses within the DC/HO Downtown Cultural/Historical Overlay District shall be those as provided for in the individual Zoning district classifications found within the overlay~~

~~district area. The classifications found within the overlay district area are C-1 Planned Commercial District, C-3 General Commercial District and R-2 Single Family Residential District. In addition, as with PUD Planned Unit Development District Zoning, the permitted uses found within these districts shall be identified as uses permissible within the overlay district are when combined to form multiple use projects. In addition to the permitted uses found within the affected zoning classifications, this article hereby adds the following permitted uses to all zoning classifications found within the boundary of this overlay district, pursuant to the design and appearance standards found herein:~~

- ~~(1) Bed and breakfast style lodging.~~
- ~~(2) Cultural/historic oriented retail shops.~~
- ~~(3) A mixed use structure of low intensity retail use such as, financial retail services, or jewelers on the ground floor and residential on the above floor.~~
- ~~(4) Reserved.~~
- ~~(5) Cultural/historic museums and exhibits.~~
- ~~(6) Automobile charging stations when designed to compatible with the downtown design concept.~~

~~Sec. 64-328. Special exception uses.~~

~~(a) Upon application and after a favorable determination by the planning board and town council that all conditions of special exception uses have been satisfied and that the proposed use is consistent with sound zoning practices, the following uses may be permitted within the DC/HO Downtown Cultural/Historical Overlay District, subject to site plan review:~~

- ~~(1) Reserved.~~
- ~~(2) Reserved.~~
- ~~(3) Publicly owned parking lots.~~

~~(b) Further, this chapter recognizes that some uses that are presently permitted in the affected zoning classifications may not be appropriate for inclusion in the town's cultural/historic district consequently, these are hereby prohibited within the DC/HO Downtown Cultural/Historical Overlay District. These include:~~

- ~~(1) Automobile repair businesses, carwashes.~~
- ~~(2) Private standalone parking lots.~~
- ~~(3) Automobile dealerships.~~
- ~~(4) Mobile home parks, dealers, and/or individual mobile homes.~~
- ~~(5) Outside equipment or materials storage of any kind.~~
- ~~(6) Drive-through businesses of any kind including restaurants, banks, pharmacies, liquor stores, convenience stores, etc.~~
- ~~(7) Convenience stores with gas pumps.~~
- ~~(8) Commercial landscape nurseries.~~

~~(9) Plasma Banks, blood banks, pain management clinics.~~

~~(10) Thrift stores, pawnshops.~~

~~(11) Food banks, congregate meal facility, homeless shelters.~~

Sec. 64-329. Property development requirements.

Within the DC/HO Downtown Cultural/Historical Overlay District minimum lot sizes, yard areas, minimum and maximum building areas, maximum densities, maximum lot coverage, maximum building heights, and proposed architectural standards shall be described in the written development agreement. Standards should closely approximate the standards found in single zoning classifications, and per the appearance standards found herein.

Sec. 64-330. Minimum application criteria.

In order to meet the review standards for the DC/HO Downtown Cultural/Historical Overlay District, the following conditions must be met:

- (1) *Unified ownership.* All land within the overlay district proposed for each development or redevelopment project for which an application is submitted for review shall be under the ownership of one person or entity, either by deed, agreement for deed, or contract for purchase. Applicants shall present either an opinion of title by an attorney licensed in the state, or a certification by an abstractor or title company, authorized to do business in the state that at any time of application, unified ownership of the entire area within the proposed development or redevelopment is on the name of the applicant or the contract seller. Unified ownership shall thereafter be maintained until the execution of the project as evidenced by a certificate of occupancy, recording of the overall development plan, or a plat of the development.
- (2) *Site size.* The site shall have no required minimum area, but must have at least 50 feet of frontage on a dedicated public thoroughfare within the DC/HO Downtown Cultural/Historical Overlay District.
- (3) *Appearance standards.* The overall design concept of the development or redevelopment should encourage consistency and compatibility to the following architectural design concepts within the DC/HO Downtown Cultural/Historical Overlay District:
 - a. *Historic preservation.* The accurate restoration of an authentic existing pioneering structure, or structures having, or is suitable to obtain a historic designation or listing on the National Register of Historic Places. Such restoration must be consistent with the original appearance of the structure, and associated new construction must be of a consistent type, and done in such a way so as to preserve the original structure's historic designation. The developer should provide photographs and/or other written records, if possible as a means of demonstrating authenticity.
 - b. *Historic reconstruction.* The authentic reconstruction of a pioneering structure that once stood in the site, or was found within the town limits of the town between 1880 and 1920. Said construction must meet current building code requirements while adhering to the exterior appearance of the style which it mimics when

possible. The applicant should be able to present reasonably conclusive evidence of the appearance of the historic structure it seeks to mitigate.

- c. *Period theme design.* The construction of new buildings and appurtenances around the central theme of historic state architecture typical of structures constructed in other places between 1860 and 1920. These architectural styles should propose building design that could have been in the town during that period. Various styles existed during this period which many used in context with the streetscape. Known as "cracker" "carpenter's gothic," "Queen Anne" or "neoclassical revival," etc., these architectural styles are varied. This is intended to be used where no historic or culturally meaningful structure had previously existed. Applicant should provide documentation to support the authenticity of style, color, and materials used. The town shall designate an appropriate party to provide review of the period design standards as plans are submitted for review, and make comments for authenticity.

Sec. 64-331. Approval procedure.

The procedure for obtaining approval of a project within the DC/HO Downtown Cultural/Historic Overlay District shall be as follows:

- (1) *Preapplication stage.* A preapplication meeting is required between the developer and town staff before a project review application can be submitted. After the preapplication meeting, a sketch plan with building elevation concepts may be submitted for review and comment before submitting formal architectural and site engineering drawings for review.
 - a. *Preapplication meeting.* The preapplication meeting is intended to provide an opportunity for an informational exchange between the applicant and the administrative staff. It will be arranged by the planning director. No fee will be charged, and the applicant need not submit any plans or other information at that time. As a minimum, the applicant will be advised of the usual procedures and requirements. Forms, application materials, guidelines, checklists, copies of the comprehensive plan and of zoning and development regulations will be made available at reasonable cost.
 - b. *Sketch plan (optional).* After the preapplication meeting, a sketch plan may be submitted to the town. If submitted, written comments on the sketch plan shall be made by the planning director and any other interested departments within 30 days. Standard review fees as provided for pursuant to this Land Development Code will be charged. The planning director shall coordinate this review. If submitted, the sketch plan shall indicate general land uses, approximate height of structures, locations, setbacks, architectural elevations depicting the proposed character of facades and detailing, development density, vehicular and pedestrian traffic circulation, relationship to the town's (proposed) streetscape, landscape concepts, screening, proposed parking, existing structures, open space, acreage, floodplain areas, if applicable, surrounding zoning, and a vicinity map. Finally, it should include any other information deemed appropriate by the applicant.

Written comments on the sketch plan are informational only and are subject to change after a more detailed review of the development plan application.

- (2) *Application stage.* A development plan application incorporating the above concept plan information, proposed exterior elevations and site engineering plans shall be submitted to the planning director. The development plan shall consist of a preliminary plan and a written development agreement.
 - a. *Site development plan.* A site development plan shall be submitted according to the provisions of the town's site plan review requirements in chapter 54. The site development plan should reference any proposed or existing historical streetscape plans or development proposed or constructed by the town.
 - b. *Written development agreement.* In addition to the site development plan, a written development agreement shall be prepared following a general format supplied by the town at the preapplication meeting. The development agreement, along with the site development plan, shall govern the development of the proposed site.

Secs. 64-332—64-350. Reserved.

DIVISION 11. HIGH DENSITY MIXED OFFICE-COMMERCIAL OVERLAY DISTRICTS

Sec. 64-351. Purpose and intent.

The purpose of the High Density Mixed Use Overlay District is to provide for the ability to develop high density mixed office-commercial projects where appropriate and provide for the development criteria, without removing the present land use, zoning and development criteria on those parcels. If certain conditions as found herein can be met by the developer, then development review may proceed pursuant to this section as verified in writing by the town's planning and zoning official.

Sec. 64-352. Description of district.

The High Density Mixed Office-Commercial Overlay District classification is intended to promote a mixture of high intensity office, support retail-commercial and service uses permitted on a selective basis where transportation and utilities are demonstrably available to support proposed development intensities in excess of those permissible under the existing zoning classifications.

~~Sec. 64-353. Permitted uses.~~

~~The uses permitted in the High Density Mixed Office Commercial Overlay District are as follows:~~

- ~~(1) Office parks and office buildings—professional, business, physician or governmental;~~
- ~~(2) Restaurants with or without lounges;~~
- ~~(3) Personal service uses;~~
- ~~(4) Medical or dental clinics and/or laboratories;~~
- ~~(5) Laundry and dry cleaners;~~

- ~~(6) Quick copy printing shops;~~
- ~~(7) Health and fitness centers;~~
- ~~(8) Garage parking;~~
- ~~(9) Data processing computer centers;~~
- ~~(10) Financial institutions;~~
- ~~(11) Child care centers (deleted);~~
- ~~(12) Hotel or motel complexes with meeting space;~~
- ~~(13) Office showrooms;~~
- ~~(14) Any other use deemed compatible with the intent of this article as determined by the planning and zoning director.~~

Sec. 64-354. Conditional uses.

The conditional uses in the High Density Mixed Office-Commercial Overlay District are those specified under existing zoning classifications, and are not specified under this division as its purpose is to expand permitted uses under certain conditions. Conditional uses may not be included in proposed development activities under this division in the High Density Mixed Office-Commercial Overlay District, but must be approved under the existing zoning pursuant to the regulations pertaining to that zoning classification.

Sec. 64-355. Building height regulations.

The maximum height of a building or structure in the High Density Mixed Office-Commercial Overlay District is seven stories when a project or property has lot frontage on a state arterial roadway. The maximum height for a building or structure in projects or properties not fronting on a state arterial road is five stories. Shading studies may be required by the planning and zoning director to determine any effects of shadows cast on neighboring lands or structures. Results of the shading study will be reviewed and approved or denied by the planning and zoning director.

Sec. 64-356. Lot requirements.

The lot requirements in the High Density Mixed Office-Commercial Overlay District are as follows:

- (1) Minimum lot area: None required except as set forth herein and all other applicable regulations found within this Land Development Code governing related criteria.
- (2) Minimum lot width: 100 feet at front lot line or building line.

Sec. 64-357. Building setback requirements.

The building setback requirements in the High Density Mixed Office-Commercial Overlay District are as follows:

- (1) *Front yard.* A minimum distance of 25 feet shall be provided from the closer of the front lot line or the existing or planned rights-of-way to the building site.

- (2) *Side yard.* A minimum distance of ten feet shall be provided. If side yard abuts right-of-way, the setbacks shall be the same as front yards.
- (3) *Abutting one-family and two-family residential.* A minimum distance of 30 feet shall be provided from the property line to the building site. Where the building exceeds 30 feet in height, the setback shall be equal to the height of such structure and parking will not be permitted in the first 30 feet closest to the property line. Low intensity lighting for parking lots may be required on a case-by-case basis.

Sec. 64-358. Landscape and buffer requirements.

All landscape and buffer requirements in the High Density Mixed Office-Commercial Overlay District shall be in accordance with article II of chapter 62, pertaining to landscape regulations and article III of chapter 62, pertaining to tree protection.

Sec. 64-359. Parking regulations.

Parking in the High Density Mixed Office-Commercial Overlay District may be allowed in any required yard, but shall not encroach into any required landscape area or where otherwise prohibited. For complete design standards see article XI of chapter 60, pertaining to off-street parking.

- (1) *Parking reductions.* In order to reduce overall parking needs, the parking space requirements may be reduced for any site where the owner/developer provides the town with a parking management plan. This plan must demonstrate effective measures to reduce the need for parking on site. Such measures are not limited to the following:
 - a. Cross access for vehicles;
 - b. Pedestrian ways and bicycle facilities;
 - c. Circulation design to integrate adjoining uses;
 - d. Provide transit facilities on site;
 - e. Use of car pooling, van pools or other system which reduces the number of normally required parking spaces;
 - f. Staggered work hours;
 - g. Payments in lieu of parking to a trust fund for structured parking garages, if available;
 - h. Shared parking agreements.
- (2) *On-site loading dock requirements.* A loading dock management plan will be required, if deemed necessary by the planning and zoning director. This plan is to accompany each site plan and graphically depict the proposed loading area and describe the frequency and hours of delivery.

Sec. 64-360. Sign regulations.

Signs for the High Density Mixed Office-Commercial Overlay District shall conform to the regulations found in chapter 52, pertaining to signs.

Sec. 64-361. Density intensity regulations.

Intensity for land uses permitted in the High Density Mixed Office-Commercial Overlay District under this article shall not be less than a minimum floor area ratio of 0.50 (FAR), or exceed a maximum floor area ratio of 1.0 (FAR) without development bonuses, or a maximum of 2.0 (FAR) with all bonuses taken.

Sec. 64-362. Development of regional impact (DRI) requirements.

Development of regional impact (DRI) applications are required for properties and/or projects that meet or exceed the development of regional impact (DRI) thresholds found in F.S. § 380.06, developments of regional impact.

Sec. 64-363. Open space requirements.

Open space requirements in the High Density Mixed Office-Commercial Overlay District shall not be less than 20 percent of the site area.

Secs. 64-364—64-374. Reserved.

EXHIBIT “B”

Subpart B - LAND DEVELOPMENT CODE

Chapter 65 - USE REGULATIONS

Chapter 65 Use Regulations, identifies the land uses that are allowed in each of the zoning districts established in this Land Development Code and any applicable standards that apply to the land uses. Section 65-1, Principal Uses, identifies land uses allowed as principal uses in the various zoning districts and sets out special standards that apply to several of the uses. Section 65-4, Accessory Uses and Structures, identifies land uses and structures commonly allowed as accessory to principal uses and sets out special standards that apply to particular accessory uses and structures. Section 65-6, Temporary Uses and Structures, identifies land uses or structures allowed on a temporary basis and sets out special standards that apply to particular temporary uses and structures.

Sec. 65-1. – Principal Uses.

- (a) *Structure of the Principal Use Table.*
- (1) *Organization and Classification.* Table 65-1(c): Principal Uses organizes allowable principal uses with the following three-tier classification hierarchy:
- a. *Use Classifications.* The top-level use classifications are very broad and general (e.g., Residential Uses; Public, Civic, and Institutional Uses; Commercial Uses; Light Industrial, Research and Development, and Warehousing Uses).
 - b. *Use Categories.* Use categories represent major subgroups of the use classifications that have common functional, product, or physical characteristics, such as the type and amount of activity, type of occupants or users/customers, or operational characteristics. For example, the Commercial Use Classification is divided into multiple use categories, including Eating, Drinking, and Entertainment and Recreation and Tourism uses.
 - c. *Use Types.* Use types identify specific land uses whose characteristics fit within the various use categories. For example, use types within the Household living category include dwelling, single-family detached; dwelling, two-family (duplex); and dwelling, multifamily. Each use type is defined in Section 65-2, Classification of Principal Uses. Classifying principal uses in this manner provides a systematic basis for determining whether a particular land use not expressly listed should be considered a use that is either sufficiently similar to an existing use type and should be considered an allowed use, or conforms to the functional or physical characteristics of a use category and should be considered an allowed use.
- (2) *Abbreviations.* Table 65-1(c): Principal Use table uses the following abbreviations to designate whether and how a principal use is allowed in a particular zoning district:

P	A “P” under a base zoning district column indicates that the use is allowed as a permitted principal use in the district, subject to any use-
---	---

	<u>specific standards referenced in the right-most column in the row and all other applicable provisions of this LDC.</u>
<u>SE</u>	<u>A “SE” under a base zoning district column indicates that the use is allowable as a principal use in the district only upon approval of a special exception in accordance with Chapter 44, Article IV Special Exception and subject to any use-specific standards.</u>
	<u>A blank cell under a base zoning district column indicates that the use is prohibited as a principal use or special exception in the zoning district.</u>
<u>NP</u>	<u>An “NP” cell under an Overlay District column indicates that the use is prohibited as a principal use or special exception in the zoning district. (A blank cell is also considered prohibited).</u>

- (3) Reference to Use-Specific Standards. A particular use category or use type allowed as a principal use in a zoning district may be subject to additional standards that are specific to the particular use. The applicability of such use-specific standards is noted in the last column of Table 65-1(c): Principal Uses (“Use-Specific Standards”), through a reference to standards in Section 65-3, Standards Specific to Principal Uses.
- (b) Multiple Principal Uses. A development may include a single principal use with one or more accessory uses that are customarily incidental and subordinate to the principal use (e.g., administrative offices as accessory to a school, retail sales, or light manufacturing use). A development may also include multiple principal uses, none of which is necessarily customarily incidental or subordinate to another principal use (e.g., a place of worship combined with a school, or a gas station combined with a convenience store, restaurant, or automotive repair use). A development with multiple principal uses shall include only those principal uses identified in Table 65-1(c): Principal Uses, as allowed in the applicable zoning district. Each principal use is subject to any use-specific standards applicable to the use.

(c) Principal Use Table.

Table 65-1(c): Principal Uses <u>P = permitted use</u> <u>SE = allowed use with approval of special exception</u> <u>Blank cell = use is prohibited</u> <u>NP = not permitted (DT HIST)</u>											
<u>Use Category</u>	<u>Use Type</u>	<u>Residential Districts</u>			<u>Non-Residential Districts</u>				<u>Overlays</u>		<u>Use-Specific Standards</u>
		<u>R-1</u>	<u>R-2</u>	<u>R-3</u>	<u>C-1</u>	<u>C-2</u>	<u>C-3</u>	<u>1-1</u>	<u>HD/MX/</u> <u>OFF</u>	<u>DT HIST</u> <u>CULT</u>	
<u>Residential</u>											
<u>Household Living Uses</u>	<u>Dwelling, single-family detached</u>	P	P						P (1)		
	<u>Dwelling, townhouse</u>			P							
	<u>Dwelling, two-family (duplex)</u>			P							
	<u>Dwelling, three-family (triplex)</u>			P							
	<u>Dwelling, four-family (fourplex)</u>			P							
	<u>Dwelling, multifamily</u>			P							
	<u>Dwelling unit(s) above non-residential</u>									P	
<u>Group Living Uses</u>	<u>Assisted care community</u>		SE	SE							
	<u>Foster care home</u>	P	P	SE							
	<u>Group dwelling or lodging home</u>	SE	SE	SE							
	<u>Group home, small</u>	P	P								
	<u>Group home, large</u>			SE							
<u>Public, Civic, and Institutional</u>											
<u>Community Service Uses</u>	<u>Childcare center</u>	SE	SE				P				
	<u>Community center/civic club</u>						P			P	
	<u>Cultural facility</u>						P			P	
	<u>Government building</u>					P	P	P	P	P	

(1) A single-family residential home, constructed prior to 2017, shall be that has been permitted to continue as a single family home use.

	<u>Government facilities, general</u>			<u>SE</u>							
	<u>Post office</u>					<u>P</u>	<u>P</u>				
	<u>Religious Institution</u>	<u>SE</u>	<u>SE</u>	<u>SE</u>			<u>P</u>				
<u>Educational Uses</u>	<u>School, higher education (college or university)</u>						<u>P</u>				
	<u>School, secondary (K-12)</u>	<u>SE</u>	<u>SE</u>	<u>SE</u>							
	<u>School, vocational or trade</u>						<u>P</u>	<u>P</u>			
<u>Health Care Uses</u>	<u>Blood or plasma banks</u>						<u>SE</u>	<u>SE</u>			
	<u>Clinic and laboratory</u>						<u>P</u>	<u>P</u>	<u>P</u>		
	<u>Hospital</u>						<u>P</u>				
	<u>Nursing home</u>			<u>P</u>	<u>P</u>						
	<u>Outpatient care facility</u>				<u>P</u>				<u>P</u>		
	<u>Pain management clinic</u>									<u>NP</u>	
<u>Parks and Open Space Uses</u>	<u>Arboretum/botanical garden</u>										
	<u>Aviary/bird sanctuary</u>										
	<u>Community garden</u>	<u>P</u>	<u>P</u>	<u>P</u>							
	<u>Park, community</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	<u>P</u>	
	<u>Park, neighborhood</u>	<u>P</u>	<u>P</u>	<u>P</u>							
	<u>Park, private</u>			<u>P</u>							
<u>Utility, Transportation, and Communication Uses</u>	<u>Bus or rail terminal, private</u>										
	<u>Newspaper/periodical publishing establishment</u>							<u>P</u>			
	<u>Parking facility, private</u>								<u>P</u>	<u>P</u>	
	<u>Parking facility, public</u>						<u>P</u>		<u>P</u>		
	<u>Solar energy collection facility, large-scale</u>							<u>P</u>			
	<u>Television or radio station</u>						<u>P</u>	<u>P</u>			
	<u>Utility facility, major</u>				<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>			
	<u>Utility facility, minor</u>				<u>P</u>	<u>P</u>	<u>P</u>				
	<u>Wireless communication facility/tower</u>							<u>P</u>			
<u>Commercial</u>											
<u>Animal Care Uses</u>	<u>Animal kennel</u>							<u>P</u>			

	<u>Veterinary hospital or clinic</u>						<u>P</u>				
<u>Business Support Service Uses</u>	<u>Call center</u>							<u>P</u>	<u>P</u>		
	<u>Conference or training center</u>					<u>P</u>	<u>P</u>				
	<u>Employment agency</u>				<u>P</u>	<u>P</u>					
<u>Eating, Drinking, and Entertainment Uses</u>	<u>Bars, taverns, or nightclubs</u>				<u>P</u>		<u>P</u>				
	<u>Limited service eating and drinking (non-alcoholic) establishments</u>				<u>P</u>	<u>P</u>	<u>P</u>				
	<u>Microbrewery or micro distillery</u>						<u>P</u>				<u>Sec. 65-3(1)b.</u>
	<u>Restaurant, take-out/delivery only</u>				<u>P</u>		<u>P</u>				
	<u>Restaurant, sit-down</u>				<u>P</u>		<u>P</u>		<u>P</u>		
	<u>Restaurant, drive-thru</u>										
<u>Funeral and Mortuary Service Uses</u>	<u>Crematory</u>							<u>P</u>			
	<u>Funeral home</u>							<u>P</u>			
<u>Office Uses</u>	<u>Contractor's office</u>					<u>P</u>	<u>P</u>				
	<u>General business office</u>				<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>		
	<u>Professional office</u>				<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>		
<u>Personal Service Uses</u>											
	<u>Arts, performing arts, or craft studios</u>				<u>P</u>		<u>P</u>			<u>P</u>	
	<u>Beauty salon, barber shop, or nail salon</u>				<u>P</u>		<u>P</u>		<u>P</u>	<u>P</u>	
	<u>Interior decorating shop</u>				<u>P</u>		<u>P</u>		<u>P</u>	<u>P</u>	
	<u>Laundry or dry-cleaning establishment</u>				<u>P</u>		<u>P</u>		<u>P</u>	<u>P</u>	
	<u>Laundry, self-service</u>				<u>P</u>		<u>P</u>		<u>P</u>		
	<u>Lawn care, pool, or pest control service</u>				<u>P</u>		<u>P</u>				
	<u>Massage therapy establishment</u>				<u>P</u>		<u>P</u>		<u>P</u>	<u>P</u>	
	<u>Personal or household goods repair shop</u>				<u>P</u>		<u>P</u>		<u>P</u>		
	<u>Personal training studio</u>				<u>P</u>				<u>P</u>	<u>P</u>	

	<u>Print shops, job printing, bindery, or silk screening</u>				<u>P</u>		<u>P</u>	<u>P</u>			
	<u>Tattoo or body piercing establishment</u>										
	<u>Travel agency</u>				<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	<u>P</u>	
<u>Recreation and Lodging Uses</u>	<u>Arena, stadium, or amphitheater</u>						<u>SE</u>				
	<u>Bed & breakfast</u>				<u>P</u>			<u>P</u>	<u>P</u>	<u>P</u>	
	<u>Hotel or motel</u>							<u>P</u>	<u>P</u>		
	<u>Recreation facility, indoor</u>				<u>SE</u>			<u>P</u>			
	<u>Recreation facility, outdoor</u>						<u>SE</u>				
	<u>Short-term rental unit</u>			<u>SE</u>			<u>SE</u>				
	<u>Theater</u>								<u>P</u>	<u>P</u>	
<u>Retail Sales Uses</u>	<u>Alcoholic beverage retail sales</u>						<u>P</u>				
	<u>Bank or other financial institution</u>				<u>P</u>	<u>P</u>			<u>P</u>		
	<u>Check cashing business</u>				<u>P</u>		<u>P</u>				
	<u>Computer hardware service</u>						<u>P</u>				
	<u>Consumer goods establishment</u>				<u>P</u>		<u>P</u>			<u>P</u>	
	<u>Convenience store without gas</u>						<u>P</u>			<u>P</u>	
	<u>Convenience store with gas</u>						<u>SE</u>			<u>NP</u>	
	<u>Drugstore or pharmacy</u>				<u>P</u>	<u>P</u>					
	<u>Farmer's market</u>				<u>P</u>						
	<u>Grocery store and food market</u>				<u>P</u>		<u>P</u>			<u>P</u>	
	<u>Pawnshop</u>									<u>NP</u>	
	<u>Shopping center</u>				<u>P</u>						
<u>Vehicle Sales, Rental, Service, and Repair Uses</u>	<u>Automobile repair and service garage</u>				<u>SE</u>		<u>SE</u>	<u>SE</u>		<u>NP</u>	<u>Sec. 65-3(2)a.</u>
	<u>Automobile sales/dealership</u>							<u>SE</u>			<u>Sec. 65-3(2)b.</u>
	<u>Automobile rental</u>							<u>SE</u>			

	<u>Car Wash</u>									NP	<u>Sec. 65-3(2)c.</u>
<u>Water-Related Uses</u>	<u>Boat sales, rental, service, or repair</u>							P			<u>Sec. 65-3(1)a.</u>
<u>Industrial</u>											
<u>Industrial Service Uses</u>	<u>Educational, scientific, or industrial research or development</u>							P			
	<u>Industrial service uses</u>							P			
<u>Manufacturing and Production Uses</u>	<u>Manufacturing, assembly, or fabrication, light</u>							P			
<u>Warehouse and Freight Movement Uses</u>	<u>Showroom, wholesale</u>								P		
	<u>Warehouse, mini storage</u>							SE			<u>Sec. 65-3(2)d.</u>
	<u>Warehouse, distribution</u>							P			

Sec. 65-2. – Classification of Principal Uses.

(a) Residential Uses Classification.

- (1) Household Living Uses. The Household Living Uses category includes use types providing for the residential occupancy of a dwelling unit by a single family. Tenancy is generally arranged on a month-to-month or longer basis. Use types include: live-work dwellings, multifamily dwellings, single-family attached (townhome) dwellings, single-family detached dwellings, two-family (duplex) dwellings, and dwelling units within a professional office building for owner or custodian. This use category does not include residential use types that generally involve some level of managed personal care for a larger number of residents (e.g., continuing care communities or large group homes), which are categorized in the Group Living Uses category. Accessory uses common to Household Living Uses include accessory dwelling, home-based businesses, and swimming pools
- (2) Group Living Uses. The Group Living Uses category includes use types providing for the residential occupancy of a group of living units by persons who may or may not constitute a single family and may receive some level of personal care. Individual living units often consist of a single room or group of rooms without cooking and eating facilities (though some do have such facilities), but unlike a hotel/motel, are generally occupied on a monthly or longer basis. Use types include assisted care community, extended care facility, foster home, group dwelling or lodging home, group home, and similar uses. This use category does not include use types where persons generally occupy living units for periods of less than thirty (30) days (e.g., hotel/motels), which are categorized in the Visitor Accommodation Uses category. It also does not include use types where residents or inpatients are routinely provided

more than modest health care services (e.g., nursing homes), which are categorized in the Health Care Uses category. Accessory uses common to group living uses include recreational facilities, administrative offices, and food preparation and dining facilities.

(b) Public, Civic, and Institutional Uses Classification.

- (1) Community Service Uses. The Community Service Uses category includes use types of a public, nonprofit, or charitable nature providing a local service (e.g., childcare facility, cultural, recreational, counseling, funeral services, training, religious) directly to people of the community. Generally, such uses provide ongoing continued service on-site or have employees at the site on a regular basis. The category does not include uses with a residential component. Use types include adult day care; banquet facility; childcare center; civic building; community center/civic club; community service facility; cultural facility; government building post office; religious institution; and similar uses. This use category does not include private or commercial health clubs or recreational facilities (categorized in the Recreation/Entertainment Uses category), or counseling in an office setting (categorized in the Office Use category), or passenger terminals for public transportation services (categorized in the Transportation Use category). Accessory uses may include offices, meeting areas, food preparation and dining areas, health and therapy areas, and indoor and outdoor recreational facilities.
- (2) Education Uses. The Educational Uses category includes use types such as public schools and private schools (including charter schools) at the elementary, middle, or high school level that provide State-mandated basic education or a comparable equivalent. This use category also includes colleges, universities, and other institutions of higher learning such as vocational or trade schools that offer courses of general or specialized study leading to a degree or certification. Accessory uses at all education uses may include offices, play areas, recreational and sport facilities, cafeterias, theaters, auditoriums, and before- or after-school day care. Accessory uses at colleges or universities may additionally include dormitories, food service, laboratories, health care facilities, meeting areas, athletic facilities and fields, maintenance facilities, and supporting uses (e.g., eating establishments, bookstores).
- (3) Health Care Uses. The Health Care Uses category includes use types providing a variety of health care services, including surgical or other intensive care and treatment, various types of medical treatment, nursing care, preventative care, diagnostic and laboratory services, and physical therapy. Care may be provided on an inpatient, overnight, or outpatient basis. Use types include clinic and laboratory; hospital; nursing home; outpatient care facility; pain management clinic; and similar uses. This use category does not include assisted living facilities or similar facilities which focus on providing personal care rather than medical care to residents and are categorized in the Group Living Uses category. Accessory uses may include food preparation and dining facilities, recreation areas, offices, meeting rooms, teaching

facilities, hospices, maintenance facilities, staff residences, and limited accommodations for members of patients' families.

- (4) *Parks and Open Space Uses.* The Parks and Open Space Uses category includes use types focusing on open space areas largely devoted to natural landscaping and outdoor recreation and tending to have few structures. Use types include: arboretum or botanical garden; aviary and bird sanctuary; neighborhood park; community park; and similar uses. This use category does not include golf courses, golf driving ranges, or other primarily outdoor recreational uses (categorized in the Recreation and Lodging Uses category). Accessory uses may include caretaker's quarters, clubhouses, statuary, fountains, maintenance facilities, concessions, and parking.

- (5) *Utility, Transportation, and Communication Uses.*

- a. The Utility Uses category includes both major utilities, which are infrastructure services that provide regional or Town-wide service, and minor utilities, which are infrastructure services that need to be placed in or near where the service is provided. Large-scale solar energy collection systems that constitute a principal use of a lot are included as a special type of major utility use. Services may be publicly or privately provided and may include on-site personnel. Accessory uses may include offices, monitoring, or storage areas.
- b. The Transportation Uses category includes use types providing for passenger terminals for surface or water-based transportation. Accessory uses may include freight handling areas, concessions, offices, maintenance, limited storage, and fueling facilities. Use types include passenger stations/terminals for ground transportation services (e.g., buses); park and ride facilities; and parking facilities (as a principal use). This use category does not include transit-related infrastructure such as bus stops and bus shelters (deemed minor utilities under the Utility Uses category).
- c. The Communication Uses category includes use types that accommodate communication-related uses. Use types include television and radio stations; wireless communication facilities; and related uses.

- (c) *Commercial Uses Classification.*

- (1) *Animal Care Uses.* The Animal Care Uses category is characterized by use types related to the provision of medical services, general care, and boarding services for household pets and domestic animals. Use types include animal kennels (that provide boarding); veterinary hospitals or clinics; and similar uses.
- (2) *Business Support Services Uses.* The Business Support Service Uses category includes use types primarily providing routine business support functions for the day-to-day operations of other businesses, as well as to households. Use types include call center; conference or training center; employment agency; and similar uses.

- (3) *Eating, Drinking, and Entertainment Uses.* The Eating or Drinking Establishment Uses category consists of establishments primarily engaged in the preparation and serving of food or beverages for on- or off-premises consumption. Use types include bars and nightclubs; limited-service eating and drinking establishments; microbreweries and microdistilleries; restaurants, take-out/delivery only; restaurants, sit-down; and similar uses. Accessory uses may include areas for outdoor seating, drive-through service facilities, facilities for live entertainment, and valet parking services.
- (4) *Funeral and Mortuary Service Uses.* The Funeral and Mortuary Services Uses category consists of establishments that provide services related to the death of a human being or animal. Use types include crematories; funeral homes; and similar uses.
- (5) *Office Uses.* The Office Uses category includes office buildings that house activities conducted in an office setting, usually with limited contact with the general public, and generally focusing on the provision of business services, professional services (e.g., accountants, attorneys, engineers, architects, planners), financial services (e.g., lenders, brokerage houses, tax preparers), or small-scale video or audio production services that are entirely conducted indoors (e.g. video editing, podcast recording and production). Use types include contractor's offices; general business offices; professional offices; and similar uses. This use category does not include offices that are a component of or accessory to a principal use in another use category, such as medical/dental offices (categorized in the Health Care Uses category) or banks or other financial institutions (categorized in the Retail Sales and Service Uses category). Accessory uses may include cafeterias, lunch rooms, recreational or fitness facilities, incidental commercial uses, or other amenities primarily for the use of employees in the offices.
- (6) *Personal Service Uses.* The Personal Services Uses category consists of establishments primarily engaged in the provision of frequent or recurrent-needed services of a personal nature. Use types include arts, performing arts, or craft studio; beauty salon, barber shop, or nail salon; caterer, interior decorating shop; laundry or dry cleaning pick-up establishment; laundry, self-service; lawn care, pool, or pest control service; personal or household goods repair shop; print shops, job printing, bindery, or silk screening; travel agency; and similar uses.
- (7) *Recreation and Lodging Uses.* The Recreational/Entertainment Uses category includes use types providing indoor or outdoor facilities for recreation or entertainment-oriented activities by patrons or members. Use types include: arenas, stadiums, or amphitheaters; cinemas; country clubs; golf courses; golf driving ranges; nightclubs; performance arts centers; recreation facilities, recreation facilities, indoor (amusement arcades, amusement centers, aquatics centers health clubs, recreation courts, skating facilities, swimming pools, and similar uses); and recreation facilities, outdoor (archery, baseball batting ranges, athletic fields, miniature golf courses,

recreation courts, swimming pools, and similar uses). It does not include recreational facilities that are accessory to parks (categorized as open space uses), or that are reserved for use by a residential development's residents and their guests (e.g., accessory community swimming pools and other recreation facilities). Accessory uses may include offices, concessions, snack bars, and maintenance facilities.

- (8) Retail Sales Uses. The Retail Sales Uses category includes use types involved in the sale, rental, and incidental servicing of goods and commodities that are generally delivered or provided on the premises to a consumer. Use types include alcoholic beverage retail sales; bank or financial institution; carpentry and cabinet shop; computer hardware service; consumer goods establishment; drugstore/pharmacy; farmers' market; grocery store and food market; shopping center; and related uses. This use category does not include sales or service establishments related to vehicles (the Vehicle Services and Sales Uses category), the provision of financial, professional, or business services in an office setting (categorized in the Office Uses category), uses providing recreational or entertainment opportunities (categorized in the Recreation and Tourism Uses category), uses that provide personal services such as dry cleaning or laundry establishments, or product repair or services for consumer and business goods (categorized in the Personal Services Uses category). Accessory uses may include offices, storage of goods, assembly or repackaging of goods for on-site sale, concessions, ATM machines, and outdoor display of merchandise. No non-medical marijuana sales use is permitted.
 - (9) Vehicle Sales, Rental, Service, Repair, and Parking Uses. The Vehicle Sales and Service Uses category includes use types involving the direct sales and servicing of motor vehicles, including automobiles, trucks, motorcycles, and recreational vehicles, as well as trailers — whether for personal transport, commerce, or recreation. Use types include automotive repair and service garages; automobile service station; bus or rail terminal; mobility services; personal vehicle sales; personal vehicle rentals; and similar uses. Accessory uses may include offices, sales of parts, maintenance facilities, and vehicle storage.
 - (10) Boat Sales, Rental, Service, Repair, and Parking Uses. The Boat Sales and Service Uses category includes use types involving the direct sales and servicing of boats, including jet ski's, sailboats, motorized boats, as well as trailers — whether for personal transport, commerce, or recreation. Use types include boat sale repair and service garages; boat service station; boat sales; boat rentals; and similar uses. Accessory uses may include offices, sales of parts, maintenance facilities, and boat storage.
- (d) Industrial Classification.
- (1) Generally. All industrial sites shall provide documentation of proposed work product, itemization of raw materials, analysis of waste by products, storage and treatment facilities, operational plans, etc., pertaining to sewers, at the time of application of site plan approval. The public works director will consider such information at the

same time as plans are being reviewed for site development, and deficiencies in this data shall be regarded as an insufficiency for the purpose of site plan review.

- (2) *Industrial Service Uses.* The Industrial Services use category includes use types involving the repair or servicing of industrial or business machinery equipment, products, or by-products, and firms that service consumer goods for separate retail outlets. Contractors and building maintenance services and similar uses perform services off-site. Few customers, especially the general public, come to the site.
- (3) *Light Industrial.* The Light Industrial use category includes use types involved in the processing, production, fabrication, packaging, or assembly of goods. Products may be finished or semi-finished and are generally made for the wholesale market, made for transfer to other plants, or made to order for firms or consumers. This use category does not include heavy manufacturing, which generally has more significant impacts off-site and additional outside storage. Goods are generally not displayed or sold on-site, but if so, such sales are a subordinate part of total sales. Relatively few customers come to the site. Accessory uses may include limited retail sales and wholesale sales, offices, cafeterias, employee recreational facilities, warehouses, storage yards, repair facilities, and security and caretaker's quarters.
- (4) *Warehouse and Freight Movement Uses.* The Warehouse and Freight Movement Uses category includes use types involving the storage or movement of goods for themselves or other firms or businesses. Goods are generally delivered to other firms or the final consumer, except for some will-call pickups. There is little on-site sales activity with the customer present. Accessory uses include offices, truck fleet parking, outdoor storage, and maintenance areas. Example use types include separate storage warehouses (used for storage by retail stores such as furniture and appliance stores), distribution warehouses (used primarily for temporary storage pending distribution in response to customer orders), cold storage plants (including frozen food lockers), and outdoor storage (as a principal use). This use category does not include contractor's yards or uses involving the transfer or storage of solid or liquid.

Sec. 65-3. – Standards Specific to Principal Uses.

- (a) The following standards are requirements to be met: (1) Use-Specific Standards OR (2) special exceptions with criteria, they would still require Planning Board recommendation and town council approval. Those special exceptions with criteria will need to have competent substantial evidence for denial if all the conditions are met.
- (b) *Principal Uses Permitted with Conditions.*
 - (1) *Boat sales, service, rental or repair.*
 - a. Boats shall be not stored as a source of parts.
 - b. Discarded parts resulting from any repair work shall be removed promptly from the premises.

- c. The use shall be designed so that service bays are not visible from an adjoining street.
- d. Repair of all boats and equipment shall occur within an enclosed building.
- e. Outdoor boat and equipment storage is allowed in an outdoor storage area that is not visible from roadways and shall be designed to complement the primary building on site.
- f. Boats that are repaired and awaiting removal shall be stored for no more than 30 consecutive days. A boat abandoned by its lawful owner before or during the repair process may remain on site after the 30-day period, provided the owner or operator of the establishment demonstrates steps have been taken to remove the boat from the premises using the appropriate legal means.
- g. Additional buffering and screening may be required where such use is located within 500 feet or closer to residential or retail commercial uses such that there is a minimum ten-foot-wide landscape buffer planted with a minimum of one shade tree every 50 linear feet and a continuous hedge with a minimum height of three feet at time of planting. If the property is located such that the minimum buffer as required by this Land Development Code, landscaping, then the more conservative requirement shall apply.
- h. A lighting plan shall be provided showing all outdoor lighting fixtures, type and wattage. Glare shall be minimized.

(2) Microbrewery or microdistillery.

- a. The minimum area of the eating, drinking, and entertainment area of the brewpub or microbrewery shall be at least 1,500 square feet but no more than 65 percent of the total square footage for the establishment.
- b. The establishment shall have fenestration through vision glass, doors, or active outdoor spaces along a minimum of 50 percent of the length of the building side that fronts the street, unless the building in which it is located is an adaptive re-use and the building makes compliance impracticable.
- c. Facilities for off-site distribution of manufactured beer are allowed only if conducted from the rear of the building, with adequate loading and access for the activity.

(c) Principal Uses with Criteria for Special Exceptions.

(1) Automotive repair.

- a. All repair work and permanent storage of materials, merchandise, and lubrication repair and servicing equipment shall be conducted within the principal building.
- b. No operator shall permit the storage of motor vehicles for a period in excess of 24 hours unless the vehicles are enclosed in the principal building.

- c. Service or customer vehicles shall be parked on the premises in a manner that will not create traffic hazards or interfere with the vehicular maneuvering area necessary to enter or exit the site.
- d. No outdoor work shall be performed except in areas designated for such activity on an approved site plan. Such areas shall be fenced, walled and screened to minimize on and off-site noise, glare, odor, or other impacts.
- e. Additional buffering and screening may be required where such use is located in close proximity to residential or retail commercial uses.
- f. Additional uses, such as RV/boat storage and vehicle sales, are permitted in conjunction with this use, provided that they are permitted in the zoning district and all conditions are satisfied.
- g. Must have a publicly advertised community meeting prior to planning and zoning board.

(2) Automotive dealerships vehicle sales.

- a. All outdoor vehicle display areas shall be identified on the site plan.
- b. Visitor/employee parking shall be provided separately from display areas and shall also be identified on the site plan.
- c. All display areas visible from a public right-of-way or adjacent residential use shall be screened such that there is a minimum ten-foot-wide landscape buffer planted with a minimum of one shade tree every 50 linear feet and a continuous hedge with a minimum height of three feet at time of planting. If the property is located such that the minimum buffer as required by this Land Development Code, landscaping, then the more conservative requirement shall apply.
- d. A lighting plan shall be provided showing all outdoor lighting fixtures, type and wattage. Glare shall be minimized.
- e. Hours of operation shall be restricted if located within 200 feet of a residential district, such that the business hours are 8:00 a.m. to 9:00 p.m. Monday through Saturday, and 10:00 a.m. to 6:00 p.m. on Sundays.
- f. A minimum rear yard buffer area of 50 feet shall be required if adjacent to a residential district or conforming residential use.
- g. All dealership-related activities, including office, repair, new car displays and similar uses, other than used car sales shall be on contiguous property and shall not be on Kennedy Boulevard.
- h. Outdoor vehicle display areas may be on turf block or any other approved pervious surface.
- i. Tandem parking for two vehicles shall be permitted for vehicle display areas.

- j. Additional uses, such as RV/boat storage and vehicle repair are permitted in conjunction with this use provided that they are permitted in the zoning district and all conditions are satisfied.
 - k. Must have a publicly advertised community meeting prior to planning and zoning board.
- (3) Vehicle washing or detailing. Provided that the following minimum standards are met:
- a. The site shall be located in a I-1 district, except that it shall not be on Kennedy Boulevard.
 - b. No runoff of wash water onto adjoining properties shall be permitted.
 - c. Entrances and exits shall be designed to ensure that waiting lines will not extend into the public right-of-way.
 - d. Driveways shall be located at least 50 feet from any intersection.
 - e. No lighting shall be permitted which shall constitute a nuisance or shall in any way impair safe movement of traffic on any street or highway.
 - f. Except for uses limited to hand washing of ten or fewer cars a day, all wash water shall be recycled.
 - g. Site shall provide adequate stacking with a minimum of five spaces.
- (4) Warehouses, mini. Mini-warehouse developments shall be designed and constructed to comply with the following minimum requirements:
- a. Use limitation. Mini warehouses are intended exclusively for the storage of personal property and goods by the general public and for incidental storage of goods by small commercial uses. Each user shall have direct access to his rented space during all hours of operation. For each cubicle, no utility service other than lighting and one electrical outlet shall be permitted, except for air conditioning, dehumidifying, or similar equipment. Multiple storage cubicles collected into a single building for the purpose of air conditioning or dehumidification may be distinguished from commercial warehouses by the provisions of direct access to a secured storage space by the renter. Mini-warehouse developments shall be limited to storage use only. No business activities, such as sales or service, shall be conducted on the premises. The operation of such a facility shall not be deemed to include a transfer and storage business where the use of vehicles is part of the business. Signs advertising individual businesses shall be prohibited. A mini-warehouse shall not be used as a business address for purposes of obtaining a business tax receipt, except for the mini-warehouse development itself. Manufacture, auto repair, or other similar activities are expressly prohibited.
 - b. Storage. All storage on the property shall be kept within an enclosed building. No unattended vehicles shall be permitted on the premises unless stored within an enclosed building.

- c. On-site circulation and driveway widths.
 - i. All single-loaded driveways shall be a minimum of 20 feet in width.
 - ii. All double-loaded driveways shall be a minimum of 30 feet in width.
 - iii. Traffic direction shall be designated by signing and/or painting on driveway surfaces.
 - iv. Access to storage cubicles shall only be provided from the interior of the site.
- d. Off-street parking. Off-street parking shall be in accordance with Chapter 60 Article XI, off street parking.
- e. Landscaping. Landscape buffer areas shall be provided in order to reduce the visual impact of driveways, storage buildings and security fences common to mini-warehouse developments, a combination landscape screen and decorative masonry wall ranging from three feet to six feet in height may be required in the front yard, along the front yard setback, and along any property line that abuts a residential district or public right-of-way Where interior landscaping is to be provided, priority shall be given to softening end walls visible from a public right-of-way through foundation plantings, and to landscaping perimeter entryway and management office areas.
- f. Lighting. All lights shall be shielded to direct light onto the mini-warehouse development and away from adjacent property, but it may be of sufficient intensity to discourage vandalism and theft.
- g. Building treatment.
 - i. Only muted earth-tone-colored buildings and doors shall be permitted. Color selection shall be subject to the approval of the town planner.
 - ii. Garage doors or simulated garage doors shall not be permitted on the side of a storage building facing a public right-of-way.
- h. Hours of operation. Access to storage facilities shall not be allowed except during approved hours of operation. Hours of operation shall be noted on the site plan submittals and designed to provide maximum safety for users while not interfering with existing or potential users of adjoining properties.
- i. Maximum height. Four stories, not to exceed 60 feet. Multiple-story buildings, exceeding 30 feet in height. In order to exceed the 30-foot height, buildings shall include architectural elements typically associated with office/professional buildings including, but not limited to, archways, windows, banding, decorative roof, and masonry or other finished exterior. Detailed building elevations indicating these elements, as well as materials, colors and dimensions shall be included in the site plan. Loading areas and overhead doors shall not be visible from the public right-of-way. Mini-warehouse developments with two or more

buildings shall have consistent and coordinated architectural design. The design of the buildings shall be consistent and compatible with surrounding development. In addition to the architectural requirements, the development will be limited to a maximum impervious area of 40 percent on a site encompassing a minimum area of five acres, when located west of Interstate 4. Additionally, front and side corner setbacks or landscape buffers may be required as follows: Five feet of additional setback or buffer for each story over two stories, not to exceed ten feet per building story.

Sec. 65-4. – Accessory Uses and Structures.

- (a) Structure of the Accessory Uses and Structures Table.
- (1) Organization. Table 65-4(b): Accessory Uses and Structures lists accessory uses and structures alphabetically.
- (2) Abbreviations. Table 65-4(b): Accessory Uses and Structures uses the following abbreviations to designate whether and how an accessory use or structure is allowed in a particular zoning district:

<u>P</u>	<u>A “P” under a base zoning district column indicates that the accessory use or structure is allowed by right in the district, subject to any use-specific standards referenced in the right-most column in the row and all other applicable provisions of this LDC.</u>
<u>SE</u>	<u>A “SE” under a base zoning district column indicates that the use is allowable as an accessory use in the district only upon approval of a special exception in accordance with Chapter 44 Article IV Special Exception and subject to any use-specific standards referenced in Sec. 65.5 Accessory Use standards and special exception conditions.</u>
	<u>A blank cell under a base or the planned development zoning district column indicates that the accessory use or structure is prohibited in the zoning district.</u>
<u>NP</u>	<u>An “NP” cell under an Overlay District column indicates that the use is prohibited as a principal use or special exception in the zoning district. (A blank cell is also considered prohibited).</u>

- (3) Reference to Use-Specific Standards. A particular accessory use or structure that is allowed in a zoning district may be subject to additional standards that are specific to that use or structure. The applicability of such use-specific standards is noted in the last column of Table 65-4(b): Accessory Uses and Structures (“Use-Specific Standards”), through a reference to standards in Section 65-5, Specific Standards for Accessory Uses and Structures.

- (4) *Accessory Uses and Structures Table.* Accessory uses and structures are allowed in each of the zoning districts in accordance with Table 65-4(b): Accessory Uses and Structures Table.

Table 65-4(b): Accessory Uses and Structures <u>P = permitted use</u> <u>SE = allowed use with approval of special exception</u> <u>Blank cell = use is prohibited</u> <u>NP = not permitted (DT HIST)</u>										
Use Type	Residential Districts			Non-Residential Districts			Overlays			Use-Specific Standards
	R-1	R-2	R-3	C-1	C-2	C-3	I-1	HD/MX/ OFF	DT HIST CULT	
<u>Accessory dwelling unit</u>	P	P							P	<u>Sec. 65-5(1)a</u>
<u>Air conditioner compressor unit</u>	P	P	P	P	P	P	P	P	P	
<u>Automated teller machine (ATM)</u>					P			P		<u>Sec. 65-5(1)b</u>
<u>Bicycle parking rack</u>			P	P	P	P		P	P	
<u>Boathouse</u>			P							
<u>Boat dock</u>	P	P	P							
<u>Childcare, home, five or fewer children</u>	P	P	P							
<u>Clubhouse, as accessory to a residential development, golf, or tennis facility</u>			P					P	P	
<u>Community garden</u>	P	P	P	P	P	P		P	P	
<u>Donation center</u>				P						<u>Sec. 65-5(1)c</u>
<u>Drive-through facility</u>									NP	
<u>Electric vehicle (EV) charging station</u>			P	P	P	P	P	P	P	
<u>Food dispensing vehicle/cart</u>				P	P	P		P	P	<u>Sec. 65-5(1)d</u>
<u>Garage or carport</u>	P	P	P					P	P	
<u>Home garden</u>	P	P	P					P	P	
<u>Home occupation</u>	P	P	P							<u>Sec. 65-5(1)e</u>
<u>Leasing office, as accessory to rental apartment complex</u>			P	P	P	P		P	P	
<u>Minor home structure</u>	P	P	P							
<u>Office required for operation of primary use</u>					P	P	P	P	P	
<u>Outdoor display of merchandise, as accessory to a retail sales use</u>									NP	

<u>Outdoor mechanical equipment, residential</u>	<u>P</u>	<u>P</u>	<u>P</u>							
<u>Outdoor seating, as accessory to an eating, drinking, and entertainment use</u>				<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	<u>P</u>	
<u>Outdoor storage, as an accessory use</u>							<u>SE</u>		<u>NP</u>	
<u>Parking structure and lot, private, as an accessory use</u>			<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>				
<u>Rainwater cistern or barrel</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Retail as an accessory</u>					<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Satellite dish, accessory</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Solar energy collection facility, small-scale</u>							<u>P</u>			
<u>Swimming pool and pool screen enclosure, as accessory to single-family or two-family use</u>	<u>P</u>	<u>P</u>	<u>P</u>							

Sec. 65-5. – Specific Standards for Accessory Uses and Structures.

(a) Accessory Uses Permitted with Conditions.

(1) Accessory Dwelling Units. In support of this concept, the State of Florida enacted F.S. § 163.31771, which enables a local government to permit ADUs to help meet their affordable housing needs.

- a. Number of ADUs permitted. One (1) ADU is permitted per parcel.
- b. Density Calculation. An ADU is exempt from density calculations.
- c. Maximum Size. The maximum living area for an ADU shall not exceed 60% of the principal dwelling.
- d. Dimensional Standards.
 - i. Attached ADUs shall meet the assigned zoning district's setbacks residential dimensional requirements, by Zoning District in Article 64.
 - ii. Detached ADUs shall meet the assigned zoning district's front and side yard requirements. The rearyard setback for detached ADU's shall be a minimum of 10' from the property line. The maximum height for detached ADUs shall not to exceed the height of the principal structure.
- e. Parking Requirements.
 - i. A minimum of one (1) off-street parking space shall be provided for the ADU, located on the same lot or parcel and served by the same driveway as the principal dwelling unit.

- ii. This space shall be paved or covered with stabilized surface acceptable to the City Engineer. No ADU parking space shall be located to the rear of the unit unless an alley/local street to the unit is possible
 - iii. The minimum parking requirements for off-street parking, Chapter 60 Article XI shall be met without additional parking for the ADU.
- f. Architectural Standards.
- i. Architectural design and exterior finishes of accessory structures shall be consistent and compatible with the principal building. Must have a complementary appearance to that of the principal structure such as wood, stone, and/or manufactured products such as brick, stucco, or decorative concrete block.
 - ii. Entrance features, An ADU is permitted a main entrance in the front façade of the principal structure if the ADU and primary is a shared entryway, if not, the entryway shall be located at the side or rear of the principal structure. This entryway shall contain only one main door on the front façade of the principal structure. An exterior stairway to an ADU, if proposed, shall not be constructed on the front or street side of the principal dwelling unit.
 - iii. Architectural elements such as awnings, parapets, decorative molding, and windows may be utilized to create compatibility and consistency between the appearance of the principal dwelling unit and the ADU.
 - iv. A manufactured principal structure may also have a manufactured ADU. If unit is raised, skirting shall be placed around the base, in compliance with any regulations of the National Flood Insurance Program, to ensure neighborhood compatibility.
 - v. All applications for ADU shall provide architectural drawings of the proposed structure and photographs showing the complete front facade of the existing principal structure.
 - vi. Building Elevations shall be provided for review prior to issuance of permits.
- g. Occupancy Standards. The owner shall maintain a valid homestead exemption on the property. Short-term rentals (30 consecutive days or less) shall be prohibited unless allowed under the Land Development Code.
- h. Impact Fees. Impact fees will be assessed as dictated in the Town of Eatonville's Impact Fee Schedule, unless the ADU is used for affordable rental purposes. If used for affordable rental purposes, impact fees shall be waived for an ADU that meets the following criteria:
- i. An application for a building permit to construct an affordable rental must include an affidavit from the applicant which attests that the unit will be

- rented at an affordable rate and/or is not being used as a rental unit (allowing multigenerational living).
- ii. At a minimum, the affordable rate needs to be for a person or persons with moderate-income to an extremely-low-income, very-low-income, or low-income as determined by the Housing for Urban Development Department.
- i. Addressing and Utilities. The ADU:
 - i. Must have an address and be posted on the unit.
 - ii. May have a separate utility meter, however, it is not required.
 - j. Variances and Nonconformities. For nonconforming structures and lots, an ADU shall be allowed in accordance with the Nonconforming Uses and Structures section of the Land Development Code. Variances shall not be considered for ADUs.
 - k. Building Code. The ADU must comply with the Florida Building Code.
- (2) Automated Teller Machine (ATM). An ATM designed for walk-up use and located in the exterior wall of a building or a parking area shall be designed to avoid obstructions to pedestrian movement along sidewalks, through public use areas, or between parking areas and building entrances, or vehicular movement in front of buildings or through parking areas.
- (3) Donation Center. A donation center consists of a maximum of two (2) donation containers that are accessory uses to a commercial development. A donation center shall comply with the following standards:
- a. Generally. The donation center shall:
 - i. Occupy no more than one hundred fifty (150) square feet.
 - ii. Contain no more than two (2) donation containers, which are a maximum of five (5) feet high, six (6) feet wide, and six (6) feet long, and are consistent with the architecture or materials of each building, or screened by a closed fence or wall that meets the standards of Article IV, Fences.
 - iii. If there are two (2) containers, ensure they are arranged side-by-side and not separated by more than one (1) foot.
 - b. Approval. The donation center shall be identified on a approved site plan or survey of an approved building.
 - c. Signage. A donation center may have one (1) sign for each container with copy area that does not exceed four (4) square feet in area and does not extend above the top of the container. The sign shall only include the following information:
 - i. The name, email address, and telephone number of the owner and operator responsible for removing any collected items;
 - ii. Items acceptable for collection; and

- iii. A statement prohibiting the dumping of liquids and other unacceptable items.
 - d. Person Who May Establish. A donation center may be established by the property owner or by a separate person, with written consent of the property owner.
 - e. Ongoing Maintenance. The following maintenance responsibilities apply:
 - i. The container(s) and surrounding area shall be cleaned on a weekly basis or within forty-eight (48) hours following a request from the City or, if the containers are not managed by the property owner, by the property owner.
 - ii. The property owner and any other entity responsible for the donation containers shall be individually and jointly responsible for abating and removing all junk, garbage, trash, debris, excess collected items, and other refuse material in the area surrounding any collection containers.
 - f. Location.
 - i. A donation center is only permitted on level, paved surfaces on lands in a zone district that allows commercial development on which there is an existing development that is twenty-five thousand (25,000) square feet or larger, or in any Residential zone district on lots with a non-residential principal use (i.e., religious institution or other institutional use).
 - ii. A donation center shall be located at least two hundred fifty (250) feet from a lot occupied by a residential use or vacant land in a Residential zone district
 - g. Parking Access. A donation center shall not occupy or block access to parking spaces or drive aisles required by Chapter 60, Article XI, Off-Street Parking.
 - h. Container Standards. Containers and storage bins shall be durable, waterproof, rustproof, covered, and secured from unauthorized entry, and shall be enclosed by use of a receiving door or safety chute to prevent vandalism, and locked so that the contents of the bin cannot be accessed by anyone other than those responsible for the retrieval of the contents. The receiving door on each container shall be oriented toward the interior of the building site and away from the public right-of-way.
 - i. Enforcement. The owner of the donation box and the owner of the private property on which it is located shall be individually and jointly responsible for any violations of the standards of this section or any other applicable provisions of the LDC.
- (4) Food Dispensing Vehicle/Cart. In order to support local entrepreneurship, innovation, and tastes, the town permits food trucks and carts in various areas.
- a. Classifications of food trucks and carts:

- i. Food Truck: A vehicle (including trailers) operated by a mobile food vendor to prepare and sell food at multiple locations, typically operating at one location for more than 30 minutes.
- ii. Lunch Truck: A vehicle operated by a mobile food vendor to sell pre-packaged food, such as ice cream and sandwiches, at multiple locations, typically operating at one location for less than 30 minutes.
- iii. Food Cart: A mobile food vendor that sells pre-packaged food, such as hot dogs or boiled peanuts, from a movable, non-motorized cart.
- b. Requirements. To operate a food truck, food trailer, lunch cart or food cart, all the following credentials are required:
 - i. Hours of Operation: 6 a.m. – midnight
 - ii. Frequency:
 - a. Two times per week, per site, 6 a.m. – 10 p.m.
 - b. Two times per year if school, religious institution, etc., is in residential zoning district.
 - c. Permanent placement requires Planning Division approval.
 - iii. Setbacks: All mobile food vendors must be setback a minimum of 5-ft from any public rights-of-way, and 50-ft. from residential zoning districts.
 - iv. Improved Surface: All mobile food vendors must locate on an improved parking surface and on an improved property that is not vacant (i.e. vending shall be accessory to an operating principal use).
 - v. State License: All mobile food vendors must obtain the required state license prior to obtaining a business tax receipt from the Town of Eatonville.
 - vi. Business Tax Receipt: Subsequent to the Town’s business tax receipt, vendors must obtain a business tax receipt from Orange County.
 - vii. Pedestrian Circulation: All mobile food vendors may not disrupt the pedestrian circulation, vehicular ingress and egress from a property, or landscaped areas of the property.
 - viii. Parking Access. Mobile food vendors may not block access to required parking for the development on which the property they are operating.
 - ix. Alcohol Sales. No alcohol is allowed to be sold from mobile food vendors.
 - x. Signs. No additional signage is allowed on a development site for mobile food vendors.
 - xi. Trash. Mobile food vendors are required to provide trash receptacles for their operation (minimum 48-gallon size), and provide proper disposal of trash and waste associated with their operation. A minimum of one trash can

must be provided; but, more may be needed to adequately serve their operation. Recycling containers shall also be provided for any containers that are recyclable.

- xii. Cleanliness. Vendors must keep clean the subject property where they operate, including rights of ways within 25-ft of the subject property of their operation. This includes grease, trash, paper, cups, cans and any other items associated with the vending operation.
- xiii. Outdoor Storage. All operations shall be contained within the approved vending vehicle approved by the state.
- xiv. Noise. No amplified music, speakers or other noise is allowed as part of the operation.
- xv. Revocation. If at any time the state revokes or suspends food vendor's license, or the license expires, any approval or authorization by the town under this program is revoked or suspended immediately.

(5) Home Occupation.

- a. Purpose. The purpose and intent of these home occupation standards is to: (i) ensure the compatibility of the home occupation with other uses permitted in the Residential districts; (ii) maintain and preserve the character of residential neighborhoods; and (iii) provide peace and domestic tranquility within all residential neighborhoods within the Town and guarantee all residents freedom from excessive noise, excessive traffic, nuisance, fire hazard, and other adverse effects of commercial uses being conducted in residential neighborhoods.
- b. Standards. A home occupation shall be conducted entirely within a dwelling or accessory building on the lot of the occupant conducting the home occupation, and comply with the following:
 - i. The home occupation shall be clearly incidental and subordinate to the use of the dwelling unit by its occupants for residential purposes, and shall under no circumstances change the residential character of the unit.
 - ii. No person other than members of the family residing on the premises shall be engaged in the home occupation.
 - iii. The home occupation shall not change the outside appearance of the building or premises or create other visible evidence of the conduct of the home occupation.
 - iv. A home occupation shall not occupy more than 25 percent of the dwelling unit. A room which has been constructed as an addition to the dwelling, or an attached porch or garage which has been converted into living quarters, shall not be used for a home occupation until two years after the date of its completion, as shown by the records of the Building Division.

- v. Traffic shall not be generated by the home occupation that is in greater volumes than is normally expected by the residential dwelling unit.
- vi. No commercial licensed vehicles shall be used by the home occupation.
- vii. The home occupation shall not use commercially licensed vehicles or vehicles which exceed three-quarter ton, for delivery of materials or supplies to or from the premises.
- viii. The off-street parking needed to accommodate the home occupation generated by the conduct of such home occupation shall be met off the street and other than in a required front yard.
- ix. No equipment or process shall be used by the home occupation that creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the lot. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises. No explosive or combustible material shall be used or stored on the premises.
- x. No demonstration of products for sale is permitted.
- xi. The home occupation shall comply with all applicable occupational licenses and other business taxes.

Sec. 65-6. – Temporary Uses and Structures.

(a) Structure of the Temporary Uses and Structures Table.

- (1) Organization. Table 65-6(b): Temporary Uses and Structures lists temporary uses and structures alphabetically.
- (2) Abbreviations. Table 65-6(b): Temporary Uses and Structures uses the following abbreviations to designate whether and how an accessory use or structure is allowed in a particular zoning district:

<u>P</u>	<u>A “P” under a base zoning district column indicates that the temporary use or structure is allowed by right in the district, subject to any use-specific standards referenced in the right-most column in the row and all other applicable provisions of this LDC.</u>
<u>SE</u>	<u>A “SE” under a base zoning district column indicates that the use is allowable as a principal use in the district only upon approval of a special exception in accordance with Chapter 44 Article IV Article IV Special Exception and subject to any use-specific standards referenced in Sec. 65.5 Principal Use standards and special exception conditions.</u>
	<u>A blank cell under a base or the planned development zoning district column indicates that the accessory use or structure is prohibited in the zoning district.</u>

- (3) Reference to Use-Specific Standards. A particular temporary use or structure that is allowed in a zoning district may be subject to additional standards that are specific to that use or structure. The applicability of such use-specific standards is noted in the last column of Table 65-6(b): Temporary Uses and Structures (“Use-Specific Standards”), through a reference to standards in Section 65-7, Specific Standards for Temporary Uses and Structures.
- (b) Temporary Use and Structure Table. Temporary uses and structures are allowed in each of the zoning districts in accordance with Table 65-6(b): Temporary Uses and Structures.

Table 65-6(b): Temporary Uses and Structures P = permitted use SE = allowed use with approval of special exception Blank cell = use is prohibited NP = not permitted (DT HIST)										
Use Type	Residential Districts			Non-Residential Districts			Overlays			Use-Specific Standards
	R-1	R-2	R-3	C-1	C-2	C-3	I-1	HD/MX/ OFF	DT HIST	
Mobile homes intended to house business activities						P				Sec.65-9(1)a.

Sec. 65-7. – Specific Standards for Temporary Uses and Structures.

- (a) Temporary Uses Permitted with Conditions.
- (1) Mobile homes are permitted as a temporary use intended to house business activities provided:
- The mobile home will be permitted on the site for a period not to exceed 120 days.
 - The business must present plans for construction of a permanent structure at the time a request for a temporary mobile home is made.
 - The business provides a \$1,000.00 bond to be forfeited to the Town if the start of construction does not occur within 60 days of issuance of a temporary mobile home use.

EXHIBIT C:

Business Impact Estimate

Proposed ordinance’s title/reference:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE BY CONSOLIDATING ZONING AND USE REGULATIONS INTO A CONSOLIDATED USE TABLE; REPEALING CERTAIN PROVISIONS RELATING TO PERMITTED USES, ACCESSORY USES, SPECIAL EXCEPTION USES, AND PROHIBITED USES IN CHAPTER 64, ARTICLE III. – ZONING DISTRICT REGULATIONS; CREATING CHAPTER 65 – USE REGULATIONS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption may apply, the Town hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Adopting the Use Regulations Article is in the best interest of the health, safety and welfare of the public that examined current conditions, Florida Statutory Requirements and made updates consistent with the Comprehensive Plan.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur: \$0

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible: \$0

(c) An estimate of the Town's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: \$0

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Unknown number of businesses to be impacted by the update; providing a more comprehensive use list may provide a positive impact for economic development opportunities.

4. Additional information the governing body deems useful (if any):

The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

FEBRUARY 18, 2025, AT 7:30 PM

Cover Sheet

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

ITEM TITLE: Approval of Town Council Meeting Minutes (Clerk Office)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE (CLERK OFFICE)
PUBLIC HEARING 1ST / 2ND READING		Exhibits: - Council Meeting Minutes, February 4, 2025, 7:30 p.m.
CONSENT AGENDA	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Approval of meeting minutes for the Town Council Meeting held on the below dates:

- Council Meeting Minutes, February 4, 2025, 7:30 p.m.
-

SUMMARY: The Town Council Meeting was held on the 1st Tuesday in February. Meeting Minutes were transcribed from the audio archive for approval for the public records.

RECOMMENDATION: Recommend approval of meeting minutes for the Town Council Meeting held on the below dates:

- Council Meeting Minutes, February 4, 2025, 7:30 p.m.

FISCAL & EFFICIENCY DATA: N/A



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR COUNCIL MEETING

MEETING MINUTES

Tuesday, February 4, 2025, at 7:30 PM

Town Hall – 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 Council Agenda Page.*

CALL TO ORDER AND VERIFICATION OF QUORUM:

Mayor Gardner called the meeting to order at 7:30 p.m. and a quorum was established by Mrs. King.

PRESENT: (5), Mayor Angie Gardner, Vice Mayor Theo Washington, Councilman Rodney Daniels, Councilwoman Wanda Randolph, Councilman Tarus Mack

STAFF: (5) Demetrius Pressley, **Chief Administrator Officer**, Veronica King, **Town Clerk**, Clifford Shepard, **Town Attorney**, Katrina Gibson, **Finance Director**, Lt. Hernandez, **EPD**

INVOCATION AND PLEDGE OF ALLEGIANCE:

Invocation led by Rev. Critton followed by the Pledge of Allegiance. **Note:** Because of recent changes and recent events in regard to separation of church and state, tonight will be the last night to open up with invocation. Moving forward the invocation will be led as a moment of silence or positive order..

APPROVAL OF THE AGENDA:

Mayor Gardner Motions to **APPROVE** the meeting agenda with amendments added a proclamation to be read and moving item #5 (Approval of HostDime Project Agreement Amendment #2) to council decisions; **Moved** by Councilwoman Randolph; **Second** by Councilman Daniels; **AYE: ALL, MOTION PASSES.**

PRESENTATIONS AND RECOGNITION – (Added to the Agenda)

Proclamation-Mayor Gardner read a proclamation to 3D Tires for 40 Years of Excellence In Service. January 21, 2025, marked 40 years of service within the Town of Eatonville community.

CITIZEN PARTICIPATION – (5)

NY Nathiri – (Gave the 2025 Zora Festival event bags to the council members), gave feedback on the 2025 Zora Festival. Thanked the town council and staff for the successful Zora Neale Hurston Festival; thanks to Valerie Mundy and former Orlando Commissioner Ings for offering a training session for the World Conference of Mayors, Mayor Jerry Demings (Orange County) delivered a proclamation and to the town for hosting a lunch for the training; acknowledged to the faith community (St. Lawrence African Methodist Episcopal Church and the Macedonia Missionary Baptist Church), and the former mayor Eddie Cole for on-site assistance; the virtual evaluation retreat will be held on March 1, 2025.

Edward Cole – (545 Eaton Street) Spoke on item #5 (HostDime) Thanks to council for talking through the HostDime project during workshop, looking forward to the opening of the building and what it will offer to the town, thanks to Manny Vivar for sticking around.

Cathy Mills – (318 Greens End Street) Spoke on traffic in Catalina and parking on the streets, cannot even get in and out of the community without fighting, there are cars on both side of the street making it difficult to pass

through, the police sometimes are parked in the roadblock, inquired about getting orange county to come do something about it, need help and something needs to be done.

Joyce Irby – The settlers who founded and incorporated this town on August 15 probably did not get along and had conflicts, but they worked together to the end to make it work. As a municipality, Eatonville settles and expects for less from many of the people who work here, asked that the council use their highest and best selves in making decisions for the people, decisions are quite often not made for the people, acknowledged Mrs. King, Ms. Munday, and Mrs. Katrina for how the town functions, the police department is underfunded and the town is losing officers because they make less money than new hires in the office. There are descendants of the people who founded this town and deserve not to have generations of sacrifice squandered by personal issues.

Angela Thomas – inquired at to if the federal grants put on hold by the President called will affect monies that the town will receive; can some of the funding can be used to acquire and fix up the building beside the swimming pool that is for sale, also consider doing things around the lake where there is a deck (

APPROVAL CONSENT AGENDA: Mayor Gardner Motions to APPROVE the Consent Agenda

(Agenda Items 1-4, 6, 7); approving Council Meeting Minutes for January 21, 2024, approving reassignment of a resolution index number (reassigned 2025-001 to the Special Events Special usage Fee), approving resolution 2025-2 urging the Florida State legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a town/city, approving the amended Engineering Program Manager Agreement between Town and GCI, Inc. for the FDEP SRF Grant Funding, approving the Municipal Inter-Local Voluntary Cooperation Mutual Aid Agreement, and approving of Resolution 2025-3 for Approval of the CDBG Disaster Relief Grant Opportunity; **Moved by** Vice Mayor Washington; **Second by** Councilman Mack; **AYE: ALL, MOTION PASSES.** Comment: Item #5 (Approval of HostDime Project Agreement Amendment #2) to council decisions

COUNCIL DECISIONS:

Approval of The HostDime Project Agreement With Amendment #2; there was a request to change the completion date from May 15, 2025, to July 31, 2025, also to eliminate the \$200,000 penalty. Councilman Daniels recommends coming up with a payment amount per week or day instead of a full amount of \$200,000. (Legal) The town can take the whole project because it has been in default for past any deadline ever established; the town has the authority to get the \$200,000 back to get the extension is a negotiated item.

Mayor Gardner Motions to APPROVE of The HostDime Project Agreement With Amendment #2 with amendments; extending the completion deadline to July 31, 2025, with no \$200,000 pay back penalty; **Moved by Councilwoman Randolph; Second by Councilman Daniels; Discussions:** (Councilman Mack) in favor and appreciate Manny (HostDime) coming to the Town of Eatonville to build for the betterment of the town; (Manny) applying a penalty beyond the July 31st is reasonable if the delay is not caused by HostDime; (Councilman Daniels) a \$1,000 penalty was recommended, (Mayor Gardner) leave the \$200,000 penalty is recommended, the project was to be completed in 2019 before the pandemic, if there were problems it should have been communicated, the initial contract stipulations were not followed, installments were provided by the town for the permitting, the town has worked with HostDime, the town has lost revenue for five years because the project is not done; the stop order given by the town was no fault of Manny, it was the results of the town's lift station and water pressure and took several months to resolve, another delay was the switch over from Maitland fire to Orange County fire stipulations and standards, (Councilwoman Randolph) a date for the status report need to be determined and agree with the \$250 per day, (Mr. Pressley) there has been an additional \$180,000 costs to HostDime caused by the town;

Mayor Gardner restates motion with amendments and calls for question; AYE: Vice Mayor Washington; Councilman Mack; Councilman Daniels, Councilwoman Randolph **NAYE: Mayor Gardner; MOTION PASSES.** Amendments in the motion are to extend the completion deadline to July 31, 2025, with no \$200,000

pay back penalty, a HostDime representative is to provide an update on the status of completion (30) thirty days prior to July 31, 2025, and a penalty of \$250 per day beyond July 31, 2025 will be applied if project is not completed (if the delay is not the cause of the town).

***Angela Thomas was allowed to speak as public participation – the form was missed during the public participation (for comments refer to Public Participation).*

REPORTS:

CHIEF ADMINISTRATIVE OFFICER: Demetrius Pressley – Referenced the approved consent item that are significant: the program manager with the GCI for SRF Funding to include the mayor initiating the economic initiative program to work with getting local contractors involved, the mutual aid agreement for the police department, the CDBG funding for submittal for the \$291 million; provided clarity that current federal grants are still moving forward and will be working with new staffing that is coming; have a meeting on February 20th with the new representatives to find out the status; the checklist was completed for the FEMA dollars submitted for reimbursement in the amount of \$91,000 (to be used at the Denton Johnson, Post Office, Town Hall, and a few small sites; working on the audit, requesting date for the strategic planning session in late March or early April (council prefers a Tuesday night at 6-7:30p.m.); working with I.T. for the upcoming upgrades from Gmail to Microsoft to take place in March; the integration of the Edmunds electronic system is completed and in the implementation stages that will include permits, code enforcement, rentals, and electronic payments and approvals; had good Stakeholder's meeting; on February 11 at 6-7:30 p.m. the Duke Energy Home Savings not cost program will be introduced to the community (located at the Denton Johnson Center); had a successful second master plan meeting with the community, looking to have drafts of the master plan in April (input can be given at visioneatonville.com); the 2025 Zora Festival met all financial obligations, there are logistical and operational matters to be discussed for next year, there are costs not being considered, the numbers for the event may require looking at other options for the town for that.

ATTORNEY: Clifford Shepard – Have not receive anything from the new school board, someone should reach out for an update (Mr. Pressley) there have been meetings with the board members who were waiting until after the 30 day period for any appeals to come after the dismissal, there are two more upcoming meetings, meetings are going well.

TOWN COUNCIL REPORT/DISCUSSION ITEMS -

Councilwoman Wanda Randolph – Will get with Mr. Pressley on the Zora Festival; inquired about the logo (Pressley) on December 5th an email with a memo prepared by legal and sent, pending direction from council on how to proceed forward, Mr. Pressley will resend email; Parking on grass in Catalina Park is a problem and needs to be addressed; address the form of notice email that was sent to Mayor Gardner from Mr. Pressley inclusive of human resources and Attorney Shepard about incidents, I make no apologies for my role in government. I was elected to ensure that operations, policies, and procedures, and budgets, contracts, and the town laws are implemented and followed to the law, will never change the manner of response to the constituents, the goal is to make sure that my constituents receive exceptional customer service from their government, is not interfering within administrative functions or operations by standing by and being concerned and checking on a resident as a council person, incident #1 (a plumbing problem) was not an interference with administrative duties because you (Mr. Pressley) were notified, there were no instructions to the off duty employee in any way, it is the right as a council member to be concerned about constituents and to report to the appropriate department, incident #2 (related to the police department) no information has been provided to determine my cause for disruption or interference with the police department, requested information on December 5, 2024 regarding former employee Eric McIntyre (been over 45 days) and have not received a

response nor notification of appropriate department regarding the employee work status and actions over a year, to ask a question on this subject is not a disruption or interference with public confidence in our government, the Town of Eatonville's charter gives responsibility of the Mayor, the Town Council, and Administrative Staff in Article 1, Section 105, Article 2, Section 2.01, Article 2.01, Section 2.03, no information has been provided determining a violation of these articles. The Charter of the town grants legislative powers to the Town Council to make policy decisions and enact laws to the town, such as zoning, local laws, decisions, etc. The Florida Statute further enforces the principle of separation of powers and ethical conduct of public officials. The statutes referenced in the email communication does not have anything to do with me (Councilwoman Randolph). If there is a need to file a complaint, please do so, until some competent court says otherwise, expect further questioning and demanding answers to individuals and problems, also Sections 112.3136, Section 166.041, and Section 112.311, no detailed information has not been provided to determine a violation of the statutes and charter, nothing in the town charter states that a duly elected council member is restricted from asking questions or demanding accountability from town administrative officials, this should not be confused with administrative functions, such as giving instructions or supervising employees, be informed that the position of the CAO should be contingent upon moving this town forward, the CAO answers to the mayor but as an elected official the CAO position will be held accountable for administrative actions, elected officials are to ensure the governmental policies and services are adhered to efficiently and professionally, there is a conflict of disparity of not moving forward in prioritizing projects in a timely manner: approximately two years for a logo, untimely flyer, the homelessness ordinance was delayed, notification about the downtown meeting with school board was given one hour before the meeting, code enforcement issues, sidewalks being blocked, oil spill on Bethune, unsafe conditions with basketball courts being on the streets, creating unnecessary methods for officials to receive public record requests in a timely manner, not providing financial reports as requested, poor interpersonal relationships, attendance, violations of policies and procedures, budget violations, not providing notices in a timely manner to elected officials by the administration, all of this which is a reflection the CAO's leadership, it appears that efforts are being done intentionally to keep the council from knowing what is going on, there are more matters the Cao should focus attention on rather than trying to reprimand an elected official for doing their job, do not see issues being resolved, but rather creating a set of problems infused with choices of personal desire and not for the people of the Town of Eatonville, being insecure and subject to holding grudges, if Eatonville is not a good fit for you (Mr. Pressley) where elected officials can question or challenge administrative action, perhaps seek employment elsewhere; will continue to represent this town as reflective of the oath that was taken as an elected official. (Copy of email memo and Councilwoman Randolph response was provided to the clerk for record keeping).

Councilman Tarus Mack – Thank everyone for coming and being engaged, encouraged to come out on the 1st and 3rd Tuesday at 6:30 p.m. for workshop and 7:30 p.m. for the council meeting; the CRA board meeting is every third Thursday, need to be in better communication with the Zora event making sure that the council members know exactly what is going on, Happy Black History month; look forward to the different things that Host Dime will bring and optimistic that it will be completed in a timely manner; acknowledge persons who have lost loved ones; need to move forward with the dog leash ordinance; hoping that there are no effects on the town getting the grant fundings and moving forward with doing the necessary things to build this community; the parking lot area to the left side of Walgreens and Four Rivers need to be addressed; still have concerns about having sidewalks on the west side of Eatonville, West Kennedy Blvd. towards Forest City road is dangerous, need to do something temporarily before someone get hurt; acknowledged Waste Pro and the work that is being done; congratulations to 3D Tires for 40 years of service to Eatonville and surrounding communities; as leaders we have to have a vision, have to put in the work or this town will be at a standstill going nowhere, the construction of inscribed is not for the betterment of this community because it is not affordable, the average income in the Town of Eatonville is \$26,000 for a husband and wife and building an apartment that starts off with \$1,900 a month for one bedroom is not good (was not an advocate for this construction), will champion single family homes by bringing habitat to humanity here for people.

Councilman Rodney Daniels – Asked to get with Ms. Mills to have her contact Ms. Johnson to figure out what the community of Catalina Park is doing about the parking, Ms. Johnson is the president of that community organization and can get with the police for help; to Chief Murray, request by email the names of individuals who have taken the golf cart course; recommended for the time of invocation to be renamed words of affirmation and continue to have pastors to facilitate; not happy with legal and would like to sit down (with Mr. Pressley) to further discuss; keep the Jones family in prayer, lost his 17 year old daughter, service will be held at Macedonia Missionary Baptist Church at 1:00 p.m. on the 15th, will get information to the clerk for a resolution.

Vice Mayor Theo Washington – Experience a ride through Eatonville with a bicycle club in Eatonville, the ride is held on the first Saturday of the month, it was a fun opportunity, you know. So, that's something if you want to ride on the first Saturday, you can get out first thing in the morning and get a little energy wake up.

MAYOR’S REPORT - Mayor Angie Gardner – Went to the Pool Summit in Atlantic City, it was a nice experience, interesting how the pool business is changing its perspective in regard to swimming; thanks to the World Conference of Mayors and the Historic Black Towns and Settlement for coming to Eatonville again to do their yearly conference; thanks Mr. Pressley and the staff for the extra things you do and put up with, you are doing a fine job and appreciated; if nothing is in writing in a contract, it is a wish, if someone can give over a million dollars in gifts, they can pay \$200,000 to the town; thank you Attorney Shepard for your passion, rather have passionate legal than sly remarks from council members, we have a lot to learn, when legal is on the side of council and the townspeople, you sleep better.

ADJOURNMENT Mayor Gardner Motions for Adjournment of Meeting; **Moved** by Councilman Mack; **Second** by Vice Mayor Washington; **AYE: ALL, MOTION PASSES. Meeting Adjourned at 8:54pm.**

Respectfully Submitted by:

APPROVED

Veronica L King, Town Clerk

Angie Gardner, Mayor



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

FEBRUARY 18, 2025, AT 7:30 PM

Cover Sheet

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

ITEM TITLE: Approval of the TOECRA Board of Directors Authorizing the Executive Director to Purchase Property Located at 119 S. West St.
(Administration)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> - Property Record - 36-21-29-1352-12-010 (119 S. West St.) - Title Search - Contract - Letter of Intent
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: Request that the Town Council approve for the TOECRA Board of Directors to authorize the Executive Director to purchase 119 S. West St. for \$339,000.00.

SUMMARY: The TOECRA Executive Director is requesting that the Town Council authorize the TOECRA Board of Directors to purchase 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, it will allow for construction of 2 new single-family homes and allow for the renovation of home located at 119 S. West St. for lease or sale.

RECOMMENDATION: Recommend the Town Council approve for the TOECRA Board of Directors to authorize the Executive Director to purchase 119 S. West St. 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.

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

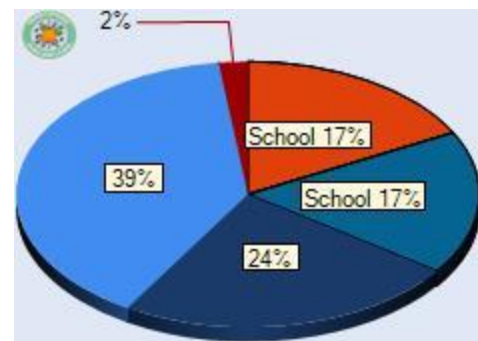
OR
Code
For
Mobile
Phone



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












292136135212010 04/03/2006



Value and Taxes

Historical Value and Tax Benefits

Tax Year Values		Land	Building(s)	Feature(s)	Market Value	Section VII. Item #2.	
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 VII. Item #2.

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 - Scrm 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)



"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

PARTIES: JONATHAN KENNEY ("Seller"),
and TOWN OF EATONVILLE CRA ("Buyer"),
agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

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

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

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

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

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

PURCHASE PRICE AND CLOSING

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

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

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

Escrow Agent Name: TBD

Address: _____ Phone: _____

Email: _____ Fax: _____

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

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

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

(d) Other: N/A\$

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

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

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

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

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

Buyer's Initials

Page 1 of 12

Seller's Initials

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

5. EXTENSION OF CLOSING DATE:

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.
- (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

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

FINANCING

8. FINANCING:

- ☒ (a) This is a cash transaction with no financing contingency.
- ☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").
- (i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

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

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

Buyer's Initials

Page 2 of 12

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

Buyer's Initials

Page 3 of 12

Seller's Initials

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"

Buyer's Initials

Page 4 of 12

Seller's Initials

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

- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

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

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

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

Buyer's Initials

Page 5 of 12

Seller's Initials

- (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.

ESCROW AGENT AND BROKER

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.

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.

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.

Buyer's Initials

Page 7 of 12

Seller's Initials

(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 re-convey 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 at 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

(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

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 | | |

20. ADDITIONAL TERMS:

1. OFFER IS SUBJECT TO APPRAISAL.
2. SUBJECT TO TOE CRA BOARD OF DIRECTORS AND TOE TOWN COUNCIL APPROVAL
3. PROPERTY BEING VACANT AT THE TIME OF CLOSING
4. IF SELLER CAN NOT PROVIDE CLEAR TITLE BUYER IS ENTITLED TO A FULL RETURN OF ESCROW FUND

COUNTER-OFFER

☐ Seller counters Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

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

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

Buyer:	<div style="border: 1px solid black; width: 550px; height: 20px; margin: 0;"></div> Chair, TOE CRA	Date: <div style="border-bottom: 1px solid black; width: 100px;"></div>
Buyer:	<div style="border: 1px solid black; width: 550px; height: 20px; margin: 0;"></div>	Date: <div style="border-bottom: 1px solid black; width: 100px;"></div>
Seller:	<div style="border: 1px solid black; width: 550px; height: 20px; margin: 0;"></div>	Date: <div style="border-bottom: 1px solid black; width: 100px;"></div>
Seller:	<div style="border: 1px solid black; width: 550px; height: 20px; margin: 0;"></div>	Date: <div style="border-bottom: 1px solid black; width: 100px;"></div>

Buyer's address for purposes of notice

307 E. KENNEDY BLVD

EATONVILLE, FLORIDA 32751

Seller's address for purposes of notice

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

N/A

Cooperating Sales Associate, if any

N/A

Cooperating Broker, if any

N/A

Listing Sales Associate

N/A

Listing Broker



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:	<i>\$339,000 Subject to Appraisal</i>
DEPOSIT:	Upon opening of escrow, Buyer shall deposit <i>five thousand dollars (\$5,000.00)</i> 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 <i>seven (7)</i> 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

By: _____

Title: _____

Date: _____

AGREED & ACCEPTED: BUYER

By: _____

Title: _____

Date: _____