



HISTORIC TOWN OF EATONVILLE, FLORIDA

COMMUNITY REDEVELOPMENT AGENCY

AGENDA

Tuesday, December 20, 2022 at 5:30 PM

Town Hall - 307 E Kennedy Blvd

-
- I. CALL TO ORDER
 - II. ROLL CALL
 - III. INVOCATION AND PLEDGE OF ALLEGIANCE
 - IV. APPROVAL OF MINUTES
 1. Approval of Meeting Minutes - December 6, 2022
 2. Approval of Meeting Minutes - November 15, 2022
 - V. BOARD DECISIONS
 3. Approval of CRA Meeting 2023 Calendar
 - VI. BOARD DISCUSSION
 4. Discuss Ring Camera Program for Senior Residents
 5. To Determine the Outside Counsel for the Special Investigation
 6. Discuss Lien Release Request for Property 213 W. Kennedy Blvd.
 7. Discuss Review of the CRA Bylaws for Revisions
 8. Discuss Property at 225 W. Kennedy Blvd.
 - VII. 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

REGULAR CRA MEETING

DECEMBER 20, 2022 AT 05:30 PM

Cover Sheet

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

ITEM TITLE:

Approval Special CRA Meeting Minutes – December 6, 2022

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION		Department: LEGISLATIVE
CONSENT AGENDA	YES	Exhibits: <ul style="list-style-type: none"> Special CRA Meeting Minutes – December 6, 2022
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: Approval of the Special CRA Meeting Minutes held on December 6, 2022.

SUMMARY: The CRA Special Meeting was held on the 1st Tuesday, December 6, 2022, 5:30 p.m. and minutes were transcribed from the audio archive for approval for the public records.

RECOMMENDATION: For Board of Directors to approve December 6, 2022 CRA Special meeting minutes.

FISCAL & EFFICIENCY DATA: N/A

TOWN COUNCIL
COMMUNITY REDEVELOPMENT SPECIAL BOARD MEETING
MINUTES
December 6, 2022

Section IV. Item #1.

PRESENT: Chair Angie Gardner, Vice Chair Rodney Daniels, Director Wanda Randolph, Director Marlin Daniels, Director Ruthie Critton, Director Theo Washington. **STAFF:** Greg Jackson, **CRA Attorney**, Clifford Shepard, **Town Attorney** Nicole Bonds, **CRA Executive Director**, Randy Singh, **Chief Administrative Officer**, Veronica King, **Town Clerk**, Joseph Jenkins, **Deputy Chief** (*Absent: Director Leviticus Henderson*)

CALL TO ORDER & VERIFICATION OF QUORUM

Chair Gardner called to order the CRA meeting for 5:31 pm and confirmed a quorum through Mrs. King.

INVOCATION & PLEDGE OF ALLEGIANCE

Chair Gardner led the Prayer of Invocation through a Moment of Silence, followed by the Pledge of Allegiance.

BOARD DISCUSSION:

1. **Invoices for the TOECRA Counsel** – Director Randolph reported that all invoices have been paid to date (No further discussion).
2. **Special Investigation regarding the former Executive Director of the TOECRA** – Director Randolph introduced the item to be discussed concerning the \$71,000 pay out authorized by the Chair of the Board/Mayor Gardner, signature cards being processed in a timely manner, consensus for an analysis and computer forensic investigation of equipment, ensure former Executive Director and former Fiscal Coordinator cease and desist all work on behalf of the CRA including communicating with contractors, agencies, and businesses on behalf of the CRA. Vice Chair R. Daniels request that the Tommy Dixon property is included in the investigation. Investigation is expected to be handled by an outside entity. If approved by the board, how will the board go about hiring an outside investigator; Attorney Jackson recommends providing recommendations; four potential individuals have been identified should the board choose to consider. Attorney Shepard weighed in on the process stating that neither he nor Attorney Jackson should be involved with the investigation. The board can hire an independent attorney or investigator to conduct the investigation. For the hiring process, recommend receiving and reviewing the recommended individuals identified, look at the proposals and rates and make a decision. Consider adding a “not to exceed” amount; the investigation can become costly. Chair Gardner addressed Attorney Jackson about providing a response to previous requested emails and the concern of Attorney Jackson creating the resolution to terminate the former Executive Director prior to becoming the CRA Attorney. Attorney Jackson responds: A reply was provided to email request; no emails exist. The resolution was not reviewed before it was acted upon. There were no communications with anyone on this board or any resolution drafted. After leaving the board in 2019, I went on to other things and was not interested in what was happening here (within CRA); did not advocate for nor cared about who was hired or fired. There have been no communications to, from, or by me in drafting any resolution or terminating anyone on the dates prescribed. Chair Gardner, why pay for an attorney when the investigation can be handled through the Attorney General’s office or through law enforcement. Attorney Jackson responds: A law broken was never stated, the transcript referenced states my concerns as a representing counsel whose job is to protect the agency; the concerns were confirmed and does not mean there is a disdain for anyone. My relationship with Mr. Johnson is out of respect with no pass issues. I came to this board because of Mr. Johnson. My concerns outlined the things that were not appropriate; it was made known as a part of responsibility to the board. There are several documented writings to support the concerns to include a phone

communication with the Comptroller. Now is the time to move forward. Director M. Daniels hand is the special investigation. If there is nothing to hide, then there should be no issue with the investigation. There is no debate; both attorneys have stated the need to get an outside investigator. To Attorney Shepard, what do you think is a fair process and should an RFP be sent out? Attorney Shepard, an RFP is an option; whoever is chosen should have free reign to speak to whomever they need to speak to including acquiring information in a timely manner. The estimated hours are based on the scope of the investigation. The investigation could be \$50,000 or less without including the Mr. Dixon property. The Tommy Dixon matter may cost \$50,000 or triple the amount due to the complexities. A timeline could possibly be 90 days with extended time as needed. The resolution speaks to 180 days. The items such as Tommy Dixon, the business lien on the Chambers of Commerce, and other matters could be added to the investigation. Attorney Shepard suggest focusing on the items we already know about, the check payout and the Tommy Dixon property. Vice Chair R. Daniels questions which attorney is representing the CRA; Shepard is happy to turn everything over to Attorney Jackson, the CRA Attorney. Director M. Daniels recommended to move forward as the resolution is written. Chair Gardner, Attorney Jackson does the board have the right to fire the CRA Director; in response, the legal opinion per the Bylaws, the board has the right to appoint and terminate the CRA Director; every CRA Director has been hired and one fired by the board. The bylaws would overshadow a contractual provision. Director Randolph states once terminated it should be indicated in the personnel manual that no one is to return to work after such termination. It is important that information subject to investigation which cannot be found is a criminal act.

3. **Motion for approval Resolution CRA-R-2022-24 authorizing TOECRA General Counsel to engage and retain outside legal counsel for a special investigation and render opinions and guidance as to matters related to the former TOECRA Executive Director;** moved by Vice Chair R. Daniels; second by Director Randolph; **AYE: Vice Chair Rodney Daniels, Director Wanda Randolph, Director Marlin Daniels, Director Ruthie Critton; NAYE: Chair Angie Gardner, Director Theo Washington, MOTION PASSES. Comments:** To determine Counsel for investigation at the next meeting on December 20, 2022. Vice Chair R. Daniels request for the recommended names identified by Attorney Jackson. Attorney Shepard, a RFQ does not require pricing only why they would be good for the job. Director Randolph prepared the resolution and had it reviewed by Counsel.
4. **Motion for approval Resolution CRA-R-2022-2 passing of the FY2021 Audit Report;** Heather Mosier, partner at Carr Riggs, and Ingram Auditing Firm provided through zoom an overview of the CRA audit for September 30, 2021; The audit is an unqualified opinion with several audit adjustments specific to journal entries posted; payment of the CRA from the county, a true up was made (agreement of revenue), capital uses (debts/assets), prepaid insurances, balance due from the town (recommendation to pay or reclassify as a transfer; to be determined between the town and the CRA). Florida statue non-compliance and other recommendations: must provide to orange county 10 days after the adoption of the budget, to ensure books and accounting records are prepared and reconciled on a full basis **Comments:** The \$322,000 carry over amount of balance due from the town has been on the books for years; Vice Chair R. Daniels stated that the carry over amount of \$322,000 was forgiven according to the Finance Director. Director Washington believes the town should pay the CRA (Where did the funds go?). What was the year of the funds; in order to investigate a date must be known/indicated. **Amended Motion adding statement that the board will look further into the \$322,280.00 balance due from the town to the CRA;** moved by Vice Chair R. Daniels; second by Director M. Daniels; **AYE: Vice Chair Rodney Daniels, Director Wanda Randolph, Director Marlin Daniels, Director Ruthie Critton, Chair Angie Gardner; NAYE: Director Theo Washington, MOTION PASSES.**

ADJOURNMENT: Motion to adjourn meeting, the motion was moved by Director Washington;
Chair R. Daniels **MEETING ADJOURNED** at: 6:36PM.

Section IV. Item #1.

Respectfully Submitted by:

APPROVED

Veronica L King, Town Clerk

Angie Gardner, Chair



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA MEETING

DECEMBER 20, 2022 AT 05:30 PM

Cover Sheet

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

ITEM TITLE:

Approval CRA Meeting Minutes – November 15, 2022

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION		Department: LEGISLATIVE
CONSENT AGENDA	YES	Exhibits: <ul style="list-style-type: none"> CRA Meeting Minutes – November 15, 2022
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: Approval of the CRA Meeting Minutes held on November 15, 2022.

SUMMARY: The CRA Meeting was held on the 3rd Tuesday, November 15, 2022, 5:30 p.m. and minutes were transcribed from the audio archive for approval for the public records.

RECOMMENDATION: For Board of Directors to approve the November 15, 2022 CRA meeting minutes.

FISCAL & EFFICIENCY DATA: N/A

TOWN COUNCIL
COMMUNITY DEVELOPMENT BOARD MEETING
MINUTES
November 15, 2022

Section IV. Item #2.

PRESENT: Chair Angie Gardner, Vice Chair Rodney Daniels, Director Wanda Randolph, Director Marlin Daniels, Director Leviticus Henderson, Director Ruthie Critton, Director Theo Washington. **STAFF:** Attorney Jacob Schumer, **Attorney**, Nicole Bonds, **CRA Executive Director**, Veronica King, **Town Clerk. (Not Present: Greg Jackson, CRA Attorney)**

I. CALL TO ORDER & VERIFICATION OF QUORUM

Chair Gardner called to order the CRA meeting for 5:32 pm and confirmed a quorum through Mrs. King.

II. INVOCATION & PLEDGE OF ALLEGIANCE

Chair Gardner led the Prayer of Invocation through a Moment of Silence, followed by the Pledge of Allegiance.

III. CONSENT AGENDA –

Motion for approval of consent agenda; moved by Director Washington, seconded by Director Randolph; AYE: ALL, MOTION PASSES.

VI. ADMINISTRATIVE/BOARD UPDATES

- 1. Yearly Annual Report** – Report has some updates with outcomes that are consistent with the previous reports provided by the previous staff.
- 2. Signature Cards** – Signature cards have been given to TD Bank along with the accompanying resolution. Signatures have been updated on the account. Director Randolph stated during her visit to TD Bank today, she was told that the information has yet to be provided; Ms. Bonds will follow up with the bank and thereafter with the Council. Chair Gardner provided response to why there was a delay with the signature cards; Ms. Bradshaw was not comfortable with her name being attached to the Board of Directors.
- 3. September and October Bank Statements** – Ms. Bonds was comfortable signing off on the bank statements after sitting down with Ms. Bradshaw. The CRA Credit card is now in Ms. Bonds possession; the card will need to be updated with a new number and a new cardholder name. Director M. Daniels requested from Chair Gardner a copy of the policy indicating statements are given on the 20th of the month; follow up will be done with Ms. Bonds to provide the requested information. Policies were given to all board members; Director M. Daniels would like to know where the policies are located and would like to address the outstanding requests to the CRA, results from the forensic audit, along with access to email addresses previously assigned to former Executive Director (Mr. Johnson) and Financial Coordinator (Ms. Bradshaw).
- 4. 2022-2023 Budget (Not on agenda; provided as an update)** – Updated budget has been given to Ms. Robinson for website posting. Several documents are missing from the website according to the auditor.

BOARD OF DIRECTORS REPORTS:

Nicole Bond, Executive Director – Pleasure and honor to work with the Board, thanks for the opportunity

Ruthie Critton, Director – Welcomes the new CRA Executive Director.

Marlin Daniels, Director - There is cleanup needed with the Bylaws and policies. Transparency is a priority; actions by the previous Board will need to be revisited and addressed.

Theo Washington, Director – Welcomes the new CRA Executive Director recognizing that there is a lot of work to be done.

Leviticus Henderson, Director – Welcomes the new CRA Executive Director.

Wanda Randolph, Director – Welcomes the new CRA Executive Director. There are goals and objectives that the Board would like to see accomplished.

Rodney Daniels, Vice Chair - Welcomes the new CRA Executive Director.

Angie Gardner, Chair - Welcomes the new CRA Executive Director; thankful that Ms. Bonds accepted the position.

Jacob Schumer, Attorney – Thank you, standing in for Attorney Jackson who had another commitment.

No Public Comments

ADJOURNMENT: Motion to adjourn meeting, the motion was seconded by Director Washington; moved by Director Henderson **MEETING ADJOURNED** at: 5:45PM.

Respectfully Submitted by:

APPROVED

Veronica L King, Town Clerk

Angie Gardner, Chair



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA MEETING

DECEMBER 20, 2022 AT 5:30 PM

Cover Sheet

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ITEM TITLE: CRA Meeting Calendar

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION		Department: Administration
CONSENT AGENDA	x	Exhibits: TOCRA 2023 Calendar
NEW BUSINESS		
ADMINISTRATIVE		

REQUEST: Request for approval of the CRA 2023 Meeting Calendar

SUMMARY: TOECRA Regular Session 2023 Calendar is consistent with the TOECRA meeting change that took place on Tuesday, October 18, 2022 as indicated by Resolution CRA-R-2022-21 changing CRA meeting to 3rd Thursday of month at 6:30 p.m.. The meeting change was approved to begin in January 2023. The calendar of events represents the Town of Eatonville CRA 2023 meetings, and the board will endeavor to keep the calendar accurate. Meetings will be held in Town Hall Council Chambers unless otherwise noted.

RECOMMENDATION: For Board of Directors to approve the 2023 TOECRA Meeting Calendar

FISCAL & EFFICIENCY DATA: N/A

TOECRA Regular Session 2023 Calendar

This calendar of events represents the Town of Eatonville CRA 2023 meetings. We will endeavor to keep this calendar accurate. Meetings will be held in Town Hall Council Chambers unless otherwise noted.

Date of Meeting	Event	Time
Thursday, January 19, 2023	Regular Session	6:30pm
Thursday, February 16, 2023	Regular Session	6:30pm
Thursday, March 16, 2023	Regular Session	6:30pm
Thursday, April 20, 2023	Regular Session	6:30pm
Thursday, May 18, 2023	Regular Session	6:30pm
Thursday, June 15, 2023	Regular Session	6:30pm
Thursday, July 20, 2023	Regular Session	6:30pm
Thursday, August 17, 2023	Regular Session	6:30pm
Thursday, September 21, 2023	Regular Session	6:30pm
Thursday, October 19, 2023	Regular Session	6:30pm
Thursday, November 16, 2023	Regular Session	6:30pm
Thursday, December 21, 2023	Regular Session	6:30pm



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA MEETING

DECEMBER 20, 2022 AT 5:30 PM

Cover Sheet

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ITEM TITLE: Ring Camera Program for Senior Residents

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION		Department: Administration
CONSENT AGENDA		Exhibits: Product description and pricing
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION	X	

REQUEST: Discussion of Ring Camera Program for Senior Residents

SUMMARY: The TOECRA wants to embark on an endeavor to help our senior's combat crime within their neighborhoods and homes by purchasing Ring Doorbell Cameras for qualified residents. This program will be designed to give our senior residents and law enforcement additional tools to assist with public safety while protecting quality of life

RECOMMENDATION: Recommending Board of Directors discuss Ring Camera Program for Senior Residents

FISCAL & EFFICIENCY DATA: N/A



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2nd Generation

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Video Doorbell (2nd Generation) + Chime	Video Doorbell (2nd Generation) + Solar Panel
\$124.99 Save \$9.99	\$149.99 Save \$9.99
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\$339.99 Save \$9.99	\$54.99 Save \$35.00

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HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA MEETING

DECEMBER 20, 2022 AT 5:30 PM

Cover Sheet

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ITEM TITLE: To Determine the Outside Counsel for the Special Investigation

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION	YES	Department: Legislative
CONSENT AGENDA		Exhibits: Recommendations of Outside Legal Counsel
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: To Determine the Outside Counsel for the Special Investigation

SUMMARY: On Tuesday, December 6, 2022 at a Special CRA Meeting, approval of Resolution CRA-R-2022-24 by a 4/2 voted authorizes the TOECRA General Counsel to engage and retain outside legal counsel for a special investigation and render opinions and guidance as to matters related to the former TOECRA Executive Director. The board will determine the outside counsel for investigation at the next CRA meeting scheduled for December 20, 2022.

RECOMMENDATION: Recommending Board of Directors to Determine the outside legal counsel for a special investigation and render opinions and guidance as to matters related to the former TOECRA Executive Director

FISCAL & EFFICIENCY DATA: N/A



Veronica King <vking@townofeatonville.org>

Proposed Special Counsel

Greg Jackson <flageneralcounsel@gmail.com>
To: Veronica King <vking@townofeatonville.org>

Wed, Dec 14, 2022 at 1:31 PM

Good afternoon Ms. King,

Per the request of the TOECRA Board, please find attached the names of three attorney to be considered to take on the special investigation. Thank you and please let me know if you have any questions in this regard.

Greg Jackson

Wade C. Vose, Esq.

Wade Vose is a partner with the Vose Law Firm, and is board certified by the Florida Bar in City, County & Local Government Law. He has over 16 years of experience representing governmental, corporate, and small business clients in the areas of local government representation, business litigation, business law, and real estate and development law.

Vose's current local government clients include Okeechobee County, where he serves as County Attorney, the Cities of Cocoa Beach, Anna Maria, Daytona Beach Shores, Brooksville, Bunnell, the Town of Oakland, and Florida's newest municipality, the Village of Indiantown. Vose also serves as General Counsel to the Seminole County Supervisor of Elections, and Outside Counsel to the Seminole County Tax Collector.

In addition, Vose has served as General Counsel for six county Charter Review Commissions in five different counties, including the Pinellas County Charter Review Commission, the Brevard County Charter Review Commission, the Alachua County Charter Review Commission, the Clay County Charter Review Commission, and the Orange County Charter Review Commission.

Richard E. Doran, Esq.

Former Florida Attorney General, Richard Doran's practice focuses on state government regulation and civil litigation. He represents individuals and business in consumer protection matters including UDTPA, advertising substantiation and negative options, civil and administrative Medicaid Fraud cases and other government regulatory matters.

Richard frequently represents business clients in matters investigated by the Florida Attorney General's Office and multi-state investigations by state attorneys general. He also advises clients on Florida constitutional and statutory law issues. Additionally, Richard is counsel of record in over two hundred reported appellate cases.

Prior to his appointment as Attorney General by Governor Jeb Bush, Richard had twenty years of government service including five years as Chief Deputy Attorney General. As Chief Deputy, Richard supervised the efforts of approximately 450 Assistant Attorney Generals, managed the daily operation of the office and oversaw all major litigation such as the state's antitrust lawsuit against Microsoft and hundreds of consumer fraud investigations including investigations of Ford Motor Company, Rite Aid, MCI, Firestone and BankOne. He also oversaw the office's legislative agenda and was the principal liaison with the Governor's Office and the other elected Cabinet offices of the Comptroller, Treasurer, Secretary of State, Education Commissioner and Agriculture Commissioner.

From 1995 through 1997, Richard served as General Counsel of the Florida Department of Health and Services and was a key participant in carrying out the legislative directive to split the massive agency into the Department of Children and Families, the Department of Health and the Agency for Persons with Disabilities.

From 1990 through 1995, he served as Assistant Deputy Attorney General supervising the Criminal Appeals Division and Civil Litigation Divisions and serving as a member of the Attorney General's Legal Opinions Committee.

Bill Sublette, Esq.

Bill received his Bachelor's degree in history, with honors, from the University of Florida in 1985. In 1988, he received his law degree from the University of Florida College of Law, where he was a member of the school's Moot Court team. He is admitted to the Florida Bar, the U.S. District Courts for the Middle and Southern Districts of Florida, and the U.S. 11th Circuit Court of Appeals.

After graduating, Bill went to work for the Orlando firm of Dempsey & Goldsmith, P.A., where he practiced commercial litigation. In 1990, he was hired by the national law firm of Baker & Hostetler, where he continued his commercial litigation practice and added the specialty of construction litigation. In 1993, he moved to the firm of Kelaher & Wieland, P.A., and entered the field of personal injury litigation. In 1995, Bill opened Sublette Law Offices.

Bill has always been active in politics. He served in the Florida House of Representatives from 1992 - 2000, and most recently served as Florida's first county-wide elected School Board Chair from 2010-2018. He also served as President of the Central Florida Council of the Boy Scouts of America, as a member of the Board of Directors for the Dr. Phillips Center for the Performing Arts, as President of the Orange County Bar Association, Chairman of the Howard Phillips Center for Children & Families Board of Directors, Chairman of public broadcaster WMFE Board of Directors, Chair of the Orange County Jail Oversight Committee, Chair of the Blue Ribbon Panel on Education, and Chair of the local chapter of the American Cancer Society, along with a host of other local leadership positions. He is proudest, though, of his service as a guardian ad litem for more than 60 abused or neglected children.



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA MEETING

DECEMBER 20, 2022 AT 05:30 PM

Cover Sheet

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

ITEM TITLE:

Lien Release Request for property located at 213 West Kennedy Blvd, Orlando, Florida 32810

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION		Department: LEGISLATIVE
CONSENT AGENDA		Exhibits: Notice or Deferred payment Loan Lien, Funding Application, Building Improvements, Facade Grant Program Itemized List
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION	YES	

REQUEST: Lavonda Wilder, property owner of 213 West Kennedy Blvd, is requesting for a lien to be removed from her property placed by the Town of Eatonville Community Redevelopment Agency by the former Executive Director Michael Johnson and Attorney Jaimon H. Perry, TOECRA Legal Counsel.

SUMMARY: Lavonda Wilder, property owner of 213 West Kennedy Blvd, applied for a Facade Grant for improvements to her property for \$30,000.00. Ms. Wilder was awarded the funds, but she alleges that she did not receive the funds. Therefore, Ms. Wilder is requesting a refund of \$30,000 for out-of-pocket expenses for damages and to complete the building. Michael Johnson appointed himself as the executor of the funds. Ms. Wilder contends that when property improvements began, it was inadequate due to unlicensed subcontractors and for lack of receiving funds awarded. Therefore, a refund for her out-of-pocket personal expenses for improvements to her property structure and property improvements is being requested. On May 4, 2021, a lien was filed in Orange County Public records, Doc# 20210268868 on property listed as 213 West Kennedy Blvd., Orlando, Florida 32810 - (Parcel ID 35-21-29-0000-00-086). A notice of deferred payment loan lien in the amount of \$30,000 for a Facade Grant Performance Program; to improve the building structure. The lien states that which shall remain in effect for a period of five (5) years from the last disbursement date of the loan proceeds from TOECRA to Lavonda Wilder.

RECOMMENDATION: For Board of Directors to approve removal of lien for property located at 213 West Kennedy Blvd. as listed and provide refund to Lavonda Wilder for out-of-pocket expenses.

FISCAL & EFFICIENCY DATA: N/A



Town of
Community Redevelopment Agency
370 East Kennedy Blvd.
Eatonville, Florida 32751
407-960-1361 Phone
jbenderson@eatonvillecra.org

CRA Funding Application

Applicant Information		
1. Applicant: <u>EATONVILLE CHAMBER OF COMMERCE</u>		
2. Property Owner: <u>LAVONDA WILDER</u>		Phone: <u>407-927-5563</u>
3. Business Owner: <u>LAVONDA WILDER</u>		Email: _____
3a. Federal I.D. No.: <u>82-2863453</u>		3b. DUNS No.: _____
4. Agent authorized by Owner*: <u>JORDAN WARE</u>		
5. Applicant Address: <u>213 W. KENNEDY BLVD, ORLANDO, FL 32810</u>		
<i>*Please provide owner authorization letter</i>		
File No. _____ Date: _____		
Property Information		
6. Property Address: <u>213 W KENNEDY BLVD</u>		
7. Property PCN: <u>35-21-29-0000-00-086</u>		
8. Property Sq.ft./Acreage/Units <u>26,402 /0.61 AC</u>		Proposed Sq.ft. Units <u>14125</u>
9. Property Zoning <u>C-3</u>		Property Future Land Use <u>C-3</u>
Redevelopment Program Request		
First Time Home Buyer Assistance	<input checked="" type="checkbox"/> Commercial Façade Grant	<input type="checkbox"/> Residential Façade Grant
Business Lease Subsidy Grant	Commercial Leasehold Improvement	Economic Redev. Prop

10. Project Description: _____

EXTERIOR FACADE RENOVATIONS TO INCLUDE CHAMBER OF COMMERCE SIGNAGE
LANDSCAPE IMPROVEMENTS, PARKING LOT IMPROVEMENTS, SECURITY LIGHTING
EXTERIOR SECURITY, ENTRY DOOR UPGRADE, WINDOW REPLACEMENT UPGRADE
EXTERIOR PAINTING

(attach additional documents as needed)



Town of
Community Redevelopment Agency
370 East Kennedy Blvd.
Eatonville, Florida 32751
407-960-1361 Phone
jbenderson@eatonvillecra.org

11. What is the property's current taxable value? (25 Points) \$109,592
12. Do you have any pending code enforcement action or existing citations? NO
13. Have you received funding from any other programs in the past? NO
14. What is the estimated taxable value after the project is completed? \$150,000
15. Please identify the goals and objectives from the CRA master plan that your project supports. 3.1.9, 3.5.4, 3.5.7 (15 points)
16. Will this project contribute to the reduction of slum and blight? Yes X No
If yes, explain.
EXISTING ONE STORY BUILDING STRUCTURE WAS BUILT IN 1947. IMPROVEMENTS
AS REQUESTED WILL SUPPORT THE REDUCTION OF SLUM AND BLIGHT ON THE WEST
KENNEDY BLVD CORRIDOR AND PROVIDE NEED BUSINESS PARKING. WITH THE IM-
PROVEMENTS REQUESTED AND SERVICES PROVIDED TO THE COMMUNITY THE
EATONVILLE CHAMBER OF COMMERCE WILL ESTABLISH A PARTNERSHIP WITH TOECRA
WHICH WILL SUCCESSFULLY ENHANCE APPEARANCE AND VALUES OF (75 points)
THE CRA DISTRICT SPECIFICALLY ON THE WEST SIDE OF I-4.
17. Will this project have an economic benefit to the Town? (new business, jobs, training, etc)
Yes Yes No If yes, explain.
THE ECONOMIC BENEFIT OUTSIDE OF PROPERTY VALUE ENHANCEMENT AND TAX
REVENUES FOR THE TOWN THIS PROJECT HELPS THE TOECRA THROUGH A NEW
PARTNERSHIP WITH THE CHAMBER OF COMMERCE ACCOMPLISH THE CRA PLAN
GOALS AND OBJECTIVES OF NEIGHBORHOOD INVESTMENT(3.1.9), 3.5.4 SUPORT OF
JOB TRAINING, EDUCTION AND BUSINESS DEVELOPMENT PROGRAMS TO SUCCESS-
FULLY RECRUIT AND PROMOTE NEW BUSINESSES AND 3.5.7 ESTABLISHING (50 points)
FUNDING AND DEVELOPING PARTNERSHIPS.



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Community Redevelopment Agency
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Eatonville, Florida 32751
407-960-1361 Phone
jbenderson@eatonvillecra.org

18. In the past 7 years has (1) the applicant, the ownership group or any of its subsidiaries, (2) any principal executive officer of the applicant or the ownership group or (3) any entity that any principal executive officer of the applicant or the ownership group controls or controlled been convicted of or plead guilty or nolo contendere in a domestic, foreign or military court to any felony or misdemeanor involving fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, or a conspiracy to commit any of these offences? Yes ____ No X If yes, explain. (-25 Points)

19. Is the applicant, the ownership group or any of its subsidiaries, (2) any principal executive officer of the applicant or the ownership group or (3) any entity that any principal executive officer of the applicant or the ownership group controls (a) been the subject of a pending criminal prosecution or governmental enforcement action in any jurisdiction or (b) subject to any unsatisfied tax liens in Florida or judgment liens in any jurisdiction in the U.S.? Yes ____ No X if yes, explain (-25 Points).

20. Please explain how the project will be financed and/or funded? (5 Points)

THE EATONVILLE CHAMBER OF COMMERCE IS REQUESTING A 100% FUNDING
PARTNERSHIP INVESTMENT DUE THE AVAILABILITY OF LIQUID DOLLARS AND BECAUSE
OF THE LONG TERM PARTNERSHIP THROUGH MARKETING, PROMOTIONS, JOB TRAINING
ACTIVITIES, SMALL BUSINESS DEVELOPMENT AND OTHER BENEFICIAL CHAMBER ACTI-
VITIES SUCH AS COMMUNITY BRANDING, BUSINESS ENGAGEMENT AND RECRUITMENT.

21. What is the total project's cost? (acquisition, demolition, construction, etc) \$20,000.00 (5 Points)

22. What percent of the project cost is being requested? 5% 10% 20% 50% 100%

23. Please provide a copy of the projects Pro Forma operating budget. (25 points)

24. Please attach a copy of the proposed signed and sealed site plans. (15 Bonus Points)



Town of
 Community Redevelopment Agency
 370 East Kennedy Blvd.
 Eatonville, Florida 32751
 407-960-1361 Phone
 jbenderson@eatonvillecra.org

25. Building Proposed Improvements:

Improvements	Total Cost	Match	Grant
GRAVEL PARKING LOT INSTALL	1,000.00	0	1,000.00
EXTERIOR PAINTING	1,500.00	0	1,500.00
LANDSCAPE UPGRADES	500.00	0	500.00
ELEVATION UPGRADES	9,000.00	0	9,000.00
NEW SIGNAGE DESIGN/INSTALL	2,000.00	0	1,000.00
REPLACEMENT WINDOWS	1,500.00	0	1,500.00
REPLACEMENT OF ENTRY DOOR	2,000.00	0	2,000.00
EXTERIOR SECURITY LIGHTING	500.00	0	500.00
EXTERIOR SECURITY SURVEILLANCE	1,000.00	0	1,000.00

Estimated Construction Time: 150 days **Estimated Completion Date** TBD

Property Owner Approval: _____ **Date:** _____

Authorized Agent Signature: _____ **Date:** _____

Applicant Signature (notarized) _____ **Date:** _____



Town of
Community Redevelopment Agency
370 East Kennedy Blvd.
Eatonville, Florida 32751
407-960-1361 Phone
jbenderson@eatonvillecra.org

Please submit complete application to:

**Town of Eatonville
Community Redevelopment Agency
Attn: James Benderson
370 E. Kennedy Blvd.
Eatonville, FL 32751**

*****All requests are subject to available funding*****

For CRA Office Use Only

Application Checklist:	Approval:
<ul style="list-style-type: none">○ Proof of Ownership○ Written Consent of Owner○ Complete Application○ 2+ Work Estimates○ Debt free from Town○ Photos of Existing & Proposed○ Drawings of proposed project○ Pro Forma for Operating Budget	<ul style="list-style-type: none">○ Application received by: _____○ Improvements meet criteria: _____○ Finance Review for Funding: _____○ Application Point Calculation: _____○ CRA Director Approval: _____○ CRA Advisory Board: _____○ CRA Board Approval: _____

File Notes:

Ver.20 17.2 – Adopted Resolution 4.18.17 CRA Res. 2017-02

Grant 1
Budget \$20,000.00
Asses Val \$110,000.00

FAÇADE GRANT PERFORMA
Street Address
213 WEST KENNEDY BLVD
GRANTEE/ GRANTOR
Eatonville Chamber of Commerce / Town of Eatonville CRA
LOT BLK SUB
35-21--29-000-00-086

County Orange

	%	Total to be Drawn	1	2	3	4	5	6	7	Drawn to Date	Remaining Funds Avail.
GRANT RESERVE: 5%	5.0	\$1,000.00								\$0.00	\$1,000.00
EXTERIOR FAÇADE IMPROVEMENTS: 45% ELEVATION DESIGN AND UPGRADES	45.0	\$9,000.00								\$0.00	\$9,000.00
PARKING LOT UPGRADES: 5%											
INSTALL MENT OF GRAVEL/CRUSHED ASPHALT PRKING	5.0	\$1,000.00								\$0.00	\$1,000.00
PARKING BUMP STOPS											
SIGNAGE: 10%											
INSTALLTION OF NEW CHAMBER OF COMMERCE SIGNAGE	10.0	\$2,000.00								\$0.00	\$2,000.00
PAINTING: 7.5%											
EXTERIOR PAINTING/ COMMERCIAL GRADE	7.5	\$1,500.00								\$0.00	\$1,500.00
BUILDING IMPROVEMENTS: 25%											
NEW COMMERCIAL ENTRY DOOR REPLACE MENT	25.0	\$5,000.00								\$0.00	\$5,000.00
NEW WINDOWS REPLACEMENT											
EXTERIOR SECURITY											
EXTERIOR SECURITY LIGHTING											
FINAL LANDSCAPE : 2.5%											
LANDSCAPING UPGRADES	2.5	\$500.00								\$0.00	\$500.00
Total This Inspection		\$20,000.00	0	0	0	0	0	0	0	\$0.00	\$20,000.00
Total To Date	0.0										

Inspection No.	Inspection Date	Inspected By	Comments
1			
2			
3			
4			
5			
6			
7			
8			

Property Record - 35-21-29-0000-00-086

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

Property Summary as of 04/17/2019

Property Name

213 W Kennedy/Retail

Names

Wilder Lavonda

Municipality

EVL - Eatonville

Property Use

1100 - Stores One Story

Mailing Address

Po Box 150791
Altamonte Springs, FL 32715-0791

Physical Address

213 W Kennedy Blvd
Orlando, FL 32810



QR Code For Mobile Phone



213 W KENNEDY BLVD, ORLANDO, FL 32810 6/11/2015 3:00 PM



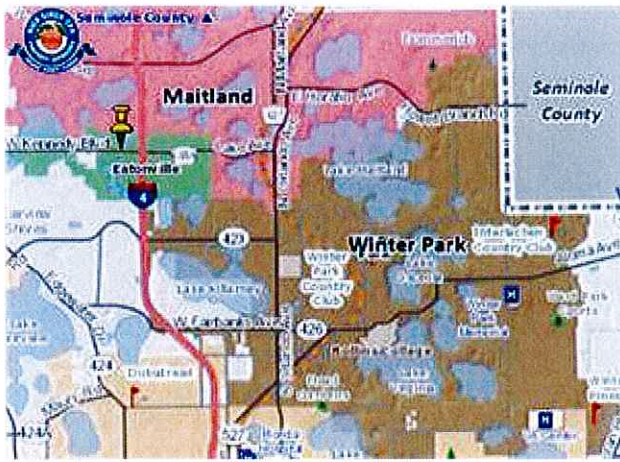
292135000000086 03/06/2007



292135000000086 03/06/2007



292135000000086 03/06/2007



Value and Taxes

Historical Value and Tax Benefits

Tax Year Values		Land		Building(s)		Feature(s)	Market Value	Assessed Value
2018	✓ MKT	\$65,086	+	\$42,994	+	\$1,512 =	\$109,592 (6.8%)	\$109,592 (6.8%)
2017	✓ MKT	\$59,860	+	\$41,740	+	\$1,008 =	\$102,608 (2.8%)	\$102,608 (2.8%)
2016	✓ MKT	\$58,306	+	\$40,523	+	\$1,008 =	\$99,837 (13%)	\$99,837 (13%)
2015	✓ MKT	\$47,712	+	\$39,926	+	\$1,008 =	\$88,646	\$88,646

2018 Taxable Value and Certified Taxes

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes	%
Public Schools: By State Law (Rle)	\$109,592	\$0	\$109,592	4.0510 (-4.05%)	\$443.96	21 %
Public Schools: By Local Board	\$109,592	\$0	\$109,592	3.2480 (0.00%)	\$355.95	17 %
Orange County (General)	\$109,592	\$0	\$109,592	4.4347 (0.00%)	\$486.01	23 %
Town Of Eatonville	\$109,592	\$0	\$109,592	7.2938 (0.00%)	\$799.34	37 %
Library - Operating Budget	\$109,592	\$0	\$109,592	0.3748 (0.00%)	\$41.08	2 %
St Johns Water Management District	\$109,592	\$0	\$109,592	0.2562 (-5.95%)	\$28.08	1 %
				19.6585	\$2,154.42	

2018 Non-Ad Valorem Assessments

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

Property Features

Property Description

S 430 FT OF W 100 FT OF SE1/4 OF NW1/4 (LESS N 153.6 FT) (LESS S 40 FT FOR ROAD) & LAKE LOVELY ESTATES SUB R/121 LOT 75 BLK G (LESS S 10 FT) OF SEC 35-21-29

Total Land Area

26,402 sqft (+/-)

|

0.61 acres (+/-)

GIS Calculated

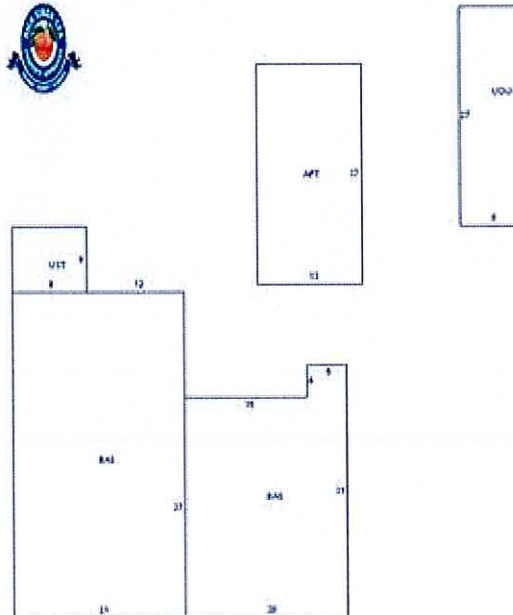
Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
1100 - Stores One Story	C-3	14125 SQUARE FEET	working...	working...	working...	working...
0001 - Vacant Residential	R-2	12340 SQUARE FEET	working...	working...	working...	working...

Buildings

Model Code	04 - Commercial
Type Code	1100 - Stores One Story
Building Value	\$45,550
Estimated New Cost	\$151,834
Actual Year Built	1947
Beds	0
Baths	0.0
Floors	1
Gross Area	2039 sqft
Living Area	1751 sqft
Exterior Wall	Cb.Stucco
Interior Wall	Plywood.Pn

Subarea Description	Sqft	Value
APT - Apartment	351	working...
BAS - Base Area	1400	working...
UDU - Unf Dt Uty	216	working...
UST - Unf Storag	72	working...

**Extra Features**

Description	Date Built	Units	Unit Price	XFOB Value
6040 - Paved Concrete	01/01/2007	840 Unit(s)	working...	working...

Sales**Sales History**

Sale Date	Sale Amount	Instrument #	Book/Page	Deed Code	Seller(s)	Buyer(s)	
01/07/2015	\$110,000	20150009098	10857 / 9262	Warranty Deed	Lewis Lionel E	Wilder Lavonda	Improved
05/25/2012	\$0	20120578217	10465 / 2271	Quitclaim Deed	Lewis Lionel E Lewis Brenda M	Lewis Lionel E	Improved
05/25/2012	\$60,000	20120418542	10421 / 0895	Quitclaim Deed	Lewis Lionel E Lewis Brenda M	Lewis Lionel E	Improved
11/30/1993	\$128,100	19934697231	04665 / 3603	Warranty Multiple	Andrews Barbara	Lewis Lionel E Lewis Brenda M	Improved
07/13/1990	\$100	19903605388	04219 / 1949	Quitclaim Multiple			Improved

Similar Sales

Address	Sale Date	Sale Amount	\$/SQFT	Deed Code	Beds/Baths	Instrument #	Book/Page
110 S Main St	02/27/2019	\$1,465,100	\$233	Warranty Multiple	0/0	20190132567/	
1011 W Colonial Dr	02/15/2019	\$165,700	\$36	Special Warranty Multiple	0/0	20190113994/	
4701 S Orange Blossom Trl	02/14/2019	\$1,223,700	\$554	Warranty Deed	0/0	20190099306/	
6099 Silver Star Rd	01/25/2019	\$340,000	\$202	Warranty Deed	0/0	20190057094/	
1200 N Mills Ave	01/04/2019	\$1,075,000	\$299	Special Warranty	0/0	20190009995/	
5801 W Colonial Dr	12/27/2018	\$1,239,700	\$561	Special Warranty Multiple	0/0	20190006509/	
4495 S Semoran Blvd	12/27/2018	\$1,660,300	\$549	Special Warranty Multiple	0/0	20190006509/	
25152 E Colonial Dr	12/17/2018	\$60,300	\$193	Warranty Multiple	0/0	20190022041/	
2611 Lee Rd	12/05/2018	\$153,500	\$85	Special Warranty Multiple	0/0	20180722047/	
3113 N Orange Blossom Trl	12/03/2018	\$252,900	\$97	Warranty Multiple	0/0	20180698459/	

Services for Location

TPP Accounts At Location

Account	Market Value	Taxable Value	Business Name(s)	Business Address
REG-214120	working...	working...	C Two M Nutrition C2M Nutrition LLC	213 W Kennedy Blvd

Schools

Edgewater (High School)

Principal	Mark E Shanoff
Office Phone	407-835-4900
Grades	2018: I 2017: C 2016: C

Hungerford (Elementary)

Principal	Mrs. Letecia Foster
Office Phone	407-623-1430
Grades	2018: C 2017: C 2016: C

Lockhart (Middle School)

Principal	Mrs. Allison June Kirby
Office Phone	407-296-5120
Grades	2018: C 2017: C 2016: C

Utilities/Services

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

Elected Officials

State Senate	Randolph Bracy
County Commissioner	Bryan Nelson
School Board Representative	Nancy Robinson
US Representative	Val Demings
State Representative	Robert "Bob" Cortes
Orange County Property Appraiser	Rick Singh

Traffic Information

Kennedy Bv/Lake Av	15,439 Vehicles / Day
--------------------	--------------------------

THIS INSTRUMENT WAS PREPARED BY:
Jaimon H. Perry
The Perry Law Group LLC
37 North Orange Avenue
Suite 500
Orlando, FL 32801

05/04/2021 09:11 AM Page 1 of 1
Rec Fee: \$10.00
Deed Doc Tax: \$0.00
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: SIMPLIFILE LC

Section VI. Item #6.

NOTICE OF DEFERRED PAYMENT LOAN LIEN

STATE OF FLORIDA COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared **Jaimon H. Perry, Esquire of The Perry Law Group, LLC**, who, upon being first sworn according to law, deposes and says:

(1) That the affiant is the General Counsel for the Town of Eatonville Community Redevelopment Agency ("TOECRA").

(2) That Lavonda Wilder is the record owner of the following described real property in Orange County, Florida:

The land referred to herein below is situated in the County of ORANGE, State of Florida, and Described as follows:

THE SOUTH 430 FEET OF THE WEST 100 FEET OF THE SE1/4 OF THE NW1/4 (LESS THE NORTH 153.60 FEET OF THE SOUTH 430 FEET OF THE WEST 100 FEET) (LESS SOUTH 40 FEET FOR ROAD) LYING AND BEING WITHIN SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, OF ORANGE COUNTY, FLORIDA;

AND

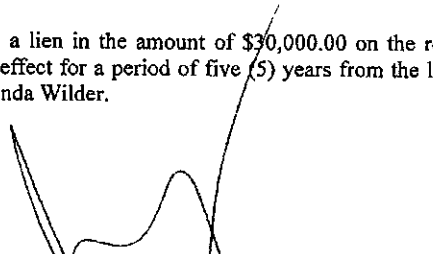
LOT 75, BLOCK G, (LESS THE SOUTH 10 FEET), LAKE LOVELY ESTATES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF IN PLAT BOOK R, PAGE 121, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

a/k/a 213 West Kennedy Blvd., Orlando, FL 32810 (Parcel ID 35-21-29-0000-00-086)

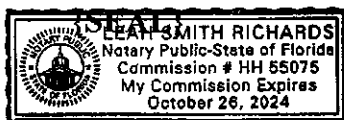
(3) That Lavonda Wilder agreed to a Deferred Payment Loan with TOECRA concerning the above-referenced real property.

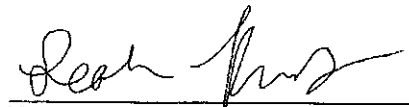
WHEREFORE, notice is given that TOECRA claims a lien in the amount of \$30,000.00 on the real property described in paragraph 2, which lien shall remain in effect for a period of five (5) years from the last disbursement date of the loan proceeds from TOECRA to Lavonda Wilder.

FURTHER AFFIANT SAYETH NAUGHT


Jaimon H. Perry

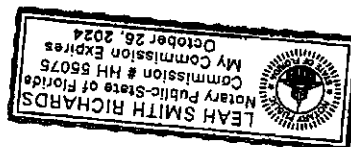
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of May, 2021 by Jaimon H. Perry, who is personally known to me or who has produced FL DL as identification.




Notary Public

Leah Richards
Printed Notary Name

My Commission Expires:





Veronica King <vking@townofeatonville.org>

Fwd: Fw: 213 W. Kennedy Blvd. Eatonville, Florida Renovation project summary.

Wanda Randolph <wrandolph@townofeatonville.org>

Fri, Dec 9, 2022 at 12:39 PM

To: Randy Singh <rsingh@townofeatonville.org>

Cc: Veronica King <vking@townofeatonville.org>

Ms. Wilder asked me to forward this information for her issue.

Thank you

----- Forwarded message -----

From: **LaVonda Wilder** <wilderlavonda@yahoo.com>

Date: Fri, Dec 9, 2022 at 11:24 AM

Subject: Fw: 213 W. Kennedy Blvd. Eatonville, Florida Renovation project summary.

To: <wrandolph@townofeatonville.org>

----- Forwarded Message -----

From: Rhonda Anderson <randerson@townofeatonville.org>

To: Marlo Dickens <mdickens4821@gmail.com>

Cc: Eddie Cole <ecole@townofeatonville.org>; "wilderlavonda@yahoo.com" <wilderlavonda@yahoo.com>; David M. Olivieri, CBO, CFM <dolivieri@universalengineering.com>; "mjohnson@eatonvillecra.org" <mjohnson@eatonvillecra.org>

Sent: Thursday, July 16, 2020, 04:49:41 PM EDT

Subject: Re: 213 W. Kennedy Blvd. Eatonville, Florida Renovation project summary.

Received, noted and understood. I will not go into each and every detail from the administrative aspect of the Town's building department at the moment, I will follow up with my report upon my return. However, I will say, this project has been nothing less than convoluted, to say the least and has no need to be de-emphasized. Permitting and all work which requires permitting has procedures that must be followed and when followed appropriately, it alleviates any/all confusion. Provides for safety and assurance of no harm to the public. When this happens appropriately there is no need for all parties to have recaps, reports, and additional staff hours of this magnitude, nor for additional understanding. The revision plans were submitted to Universal the same day they came into the office, however they should never have been submitted to Universal because they were not accompanied with the correct paperwork. Which is also why they possibly were delayed getting to review. Then Michael Johnson stated to me the revisions were no longer being done so a revision application had no need to be done by the new contractor of record.

Please note, to inform a "contractor" prior to following up with a complaint before assuring that it warrants doing so, would have little or no practical relevance. Once the Building Official decides it's an issue then the contractor of record is contacted. My sentiments have always been exactly what they are now with all parties.

P.S. To reiterate, I will follow up with a timeline of the details of this project when I return to my office next week for record purposes. If there are any updated documents needed in the building office when I return, I will request them. Until then, hopefully things will go forward accordingly, as requested by the Chief building official so this project can close out successfully.

Regards,

Rhonda Anderson

Public Works | Planning

Building Permits & Local Business Tax Receipts

Town of Eatonville

307 E. Kennedy Blvd.

Eatonville, FL 32751

randerson@townofeatonville.org

Main: (407)623-8900
Direct: (407)623-8904
Fax: (407) 623-8919

Stay Safe

"Conflict is an opportunity for growth and Change"

As a safety measure due to the Coronavirus (COVID-19) and the Stay-At-Home order, the Town of Eatonville office adjusted hours of operation is 8 a.m. to 12 p.m. beginning Monday, March 30, 2020, until further notice. During these adjusted hours of operation, the office will NOT be open for walk-in visitors but will be available via email.

The information contained in this e-mail message is intended solely for the recipient(s) and may contain privileged information. Tampering with or altering the contents of this message is prohibited. This information is the same as any written document and may be subject to all rules governing public information according to Florida Statutes. Any message that falls under Chapter 119 shall not be altered in a manner that misrepresents the activities of the Town of Eatonville.

On Wed, Jul 15, 2020 at 3:50 PM Marlo Dickens <mdickens4821@gmail.com> wrote:

Attached is a copy of the project summary detailing the timeline of the project located at 213 W. Kennedy. If you have any questions I can be reached at mdickens4821@gmail.com or at 321-331-9654.

Marlo Dickens



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA MEETING

DECEMBER 20, 2022 AT 05:30 PM

Cover Sheet

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

ITEM TITLE:

Discuss Review of the CRA Bylaws for Revision

COMMUNITY REDEVELOPMENT ACTION:

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

REQUEST: To discuss review of the CRA Bylaws for revisions

SUMMARY: A Community Redevelopment Agency (CRA) is a dependent agency established by the City government to reduce slum and blight of a designated area within its city limits. CRAs are governed by State Statutes, Chapter 163, Part III.

The mission of the Town of Eatonville Community Redevelopment Agency (CRA) is to aggressively pursue redevelopment and revitalization activities within the CRA District, with emphasis on providing more housing market rate and affordable, cultural arts opportunities, improving long-term transportation needs and encouraging retail development to include mixed use projects.

The Community Redevelopment Agency (CRA) is governed by established Bylaws and the Town's Code of Ordinance.

RECOMMENDATION: For Board of Directors to discuss review of the CRA Bylaws for revision

FISCAL & EFFICIENCY DATA: N/A

TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY BYLAWS

ARTICLE I – THE ORGANIZATION

- 1.1 **Name.** The name of this agency is the **Town of Eatonville Community Redevelopment Agency ("CRA")**, which was created by Resolution No. 97-23 adopted by the Town of Eatonville Council on December 16, 1997 and amended by Resolution No. XX-2016 on DATE. The CRA is a dependent special district in accordance with Florida State Statutes Chapter 189.
- 1.2 **Powers.** The CRA derives its powers from **Chapter 163, Part III, Florida Statutes as amended ("the Act")** and from other powers delegated to it by law.
- 1.3 **Purpose.** The CRA is established to eliminate and prevent the development and spread of slum and blight as defined in the Act in the **Town of Eatonville Community Redevelopment Area ("CRA Area")** as established by Resolution No. 97-23. Further, the **Council of the Town of Eatonville ("Town Council")** has designated a redevelopment areas that are funded by Tax Increment Financing (TIF) within the CRA Area. The redevelopment area has its own **Community Redevelopment Plan ("Plan")** which has been adopted and amended from time to time by the Town Council. The purpose of the Plans is to identify policies and actions to remedy the conditions of slum and blight that have been determined to exist within the CRA Area.
- 1.4 **Principal Office.** The CRA's principal office shall be at any place within the Town as the **CRA Board ("Board")** designates.
- 1.5 **Documents.** The official set of CRA books and financial records shall be maintained in the Town of Eatonville's Financial Services Department. The official records, documents and minutes of the Board shall be maintained at the Town of Eatonville Clerk's Office. All CRA books, records, documents and minutes shall be open for public inspection as provided by law.
- 1.6 **Operations.** Unless expressly provided otherwise by law or action of the CRA, ordinances, policies and rules of procedure for the Town of Eatonville shall apply to the CRA.

ARTICLE II – CRA BOARD

- 2.1 **Members.** The Board shall consist of all members of the Town Council and two (2) appointed from the public by the Governing Body. The two (2) appointed members shall fill two seats for four (4) year terms. However, the initial term for seat one (1) shall be for a two (2) year term for the purpose of staggering the terms. Any person may be appointed to the Agency Board if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the Town of Eatonville, and is otherwise eligible for such appointment under F.S. Part III, Chapter 163.
- 2.2 **Compensation.** Board members shall serve without compensation, but shall be entitled to reimbursement for actual and necessary expenses incurred in discharging their duties, in accordance with the Town's reimbursement policies and the approved CRA budget.

ARTICLE III – CRA OFFICERS AND STAFF

- 3.1 Chair.** The chair shall be elected by the Town Council during the month of December. The Chair shall preside at all CRA meetings, appoint committees with approval by the Board, and perform all other duties required by the Board.
- 3.2 Vice Chair.** The vice chair shall be elected by the Town Council during the month of December. In the absence of the Chair, the Vice-Chair shall exercise all functions of the Chair.
- 3.3 Executive Director.** The CRA shall appoint an Agency Executive Director to administer its business and operations, who shall be a member of the Florida Redevelopment Association.
- 3.3.1 General.** The Executive Director shall be the chief executive officer of the Agency.
- 3.3.2 Responsibility.** shall be responsible for carrying out the policies and procedures established by the CRA. The Executive Director and shall have general supervision over, and be responsible for, the performance of the day-to-day operations of the CRA, execute all instruments in the name of the CRA, and shall have, at a minimum, quarterly meetings with the Chairman to discuss Agency administration and operations. The Executive Director shall hire and set compensation for necessary employees of the CRA, including contract employees. The Executive Director shall be responsible for preparing an annual budget, in conjunction with the Agency's financial staff, for the CRA's approval, and shall be otherwise responsible for the CRA fiscal operations. The Executive Director is empowered to execute employment agreements with such persons employed by the CRA within the pay ranges and benefits approved in the annual budget of the CRA. Nothing herein shall prohibit the CRA from using Town employees to provide services in accordance with an Inter-local agreement entered into by both parties. The Executive Director shall adhere to the applicable provisions of Florida Statutes Chapter 163, Part III.
- 3.4 General Counsel.** The CRA shall appoint General Council, who shall be a qualified member of the Florida Bar. As needed to perform legal work for the CRA, the CRA Attorney may consult with outside counsel. The CRA Attorney shall attend all meetings of the CRA and shall be responsible for the oversight of the CRA legal affairs.
- 3.5 Compensation.** Officers who are not Board members may be compensated as the Board deems appropriate. However, an officer performing CRA duties as part of employment with the Town cannot be compensated directly by the CRA, although the CRA may reimburse the Town for the cost of services provided by the officer pursuant to an Inter-local Agreement or Memorandum of Understanding between the Town and the CRA.

ARTICLE IV – TOWN STAFF SUPPORT

- 4.1 Inter-local Agreement.** An Inter-local Agreement between the Town and the CRA shall provide for long term CRA use of Town staff deemed necessary to accomplish redevelopment activities in the CRA Area. The agreement shall describe the responsibilities of the Town and the CRA and show the estimated costs or the manner in which costs shall be determined.
- 4.2 Memorandum of Understanding.** To accomplish necessary, short-term, redevelopment activities not contemplated by the Inter-local Agreement, a Memorandum of Understanding between the Town and the CRA shall provide for Town staff support to the CRA for such activities. The memorandum shall describe the scope of Town staff support to the CRA and the estimated costs or the manner in which costs shall be determined.

ARTICLE V -- MEETINGS

- 5.1 Regular Meetings.** The Board shall meet regularly at least once each month at such time and place as it may prescribe, with at least 7 days' notice provided to Board members and the public. The Board shall adopt a quarterly, semiannual, or annual schedule of its regular meetings. The Agency Board shall also adopt a regular meeting schedule for the Advisory Committee. The approved schedules will be submitted to the local Governing Body. The schedules shall include the date, time, and location of each scheduled meeting and will be posted at the Town Hall.
- 5.2 Special Meetings.** Special meetings, which must be limited to the subject(s) specified on the agenda, may be called by any three Board members, the Chair or the Executive Director upon at least 72 hours' notice to Board members and the public. Agendas for special meetings shall be prepared in accordance with Sections 5.6.1 and 5.6.4 below.
- 5.3 Emergency Meetings.** For urgent matters requiring immediate Board action, emergency meetings may be called by the Chair, the Executive Director, with 24 hours' notice or as soon as practicable. Prior public notice shall not be required, but shall be provided as soon as possible if feasible. Agendas for emergency meetings shall be prepared in accordance with Sections 5.6.1 and 5.6.3 below.
- 5.4 Quorum.** The presence of a majority of the Board members shall constitute a quorum for meeting purposes. If a quorum is not present, the chair may reschedule the meeting, with notice to be given to each absent Board member.
- 5.5 Voting.** Except as otherwise provided by these bylaws, the affirmative vote of at least a majority of Board members shall be required for any Board action to be valid.
- 5.6 Agenda.** The following procedure is established for agenda preparation for regular meetings:
- 5.6.1 The agenda shall be prepared by the Chair and/or the Executive Director.
 - 5.6.2 Board members desiring agenda items shall make the request to the Executive Director at least ten days before the meeting.
 - 5.6.3 A copy of the agenda and all supporting data available shall be provided to the

Board, the CRA Attorney and the public at least five days before the meeting. In the case of a Special or Emergency Meeting the agenda and supporting data will be provided as soon as it is available.

- 5.6.4 **Agenda rule.** Except in emergency situation affecting the public health, welfare or safety, no official action may be taken by The Board on any action item unless it appears on the CRA agenda.

ARTICLE VI – FINANCIAL MANAGEMENT

- 6.1 Fiscal Year.** The CRA's fiscal year shall begin on October 1st of each year.
- 6.2 Budget.** The Executive Director shall be responsible to assure that the CRA's annual budget is prepared and completed in time for inclusion within the Town's budget. The CRA Board shall adopt the budget by Resolution and recommend it to Town Council.
- 6.3 Accounting Practices.** The CRA shall comply with all Florida Department of Financial Services uniform accounting practices and procedures for units of local government.
- 6.4 Supervision of Accounts.** The Executive Director shall be responsible for the internal supervision and control of CRA accounts. Such oversight may be delegated to Town staff under an Inter-local Agreement.
- 6.5 Annual Report.** No later than March 31st of each year, the CRA shall file with the Town Clerk a report of its activities for the preceding fiscal year, including a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of the fiscal year. At the time of filing the report, the CRA shall publish in a local newspaper of general circulation a notice that the report has been filed with the Town Clerk and is available for inspection during business hours in the Town Clerk's office.
- 6.6 Audit.** Within six months after the end of each fiscal year, an audit of the **Redevelopment Trust Funds ("Funds")** shall be conducted by an independent certified public accountant in accordance with the rules of the Florida Auditor General. The audit report shall describe for the fiscal year the amount and source of deposits into the Fund, the amount and purpose of withdrawals from the Fund, the amount of principal and interest paid on any indebtedness to which increment revenues are pledged, and the remaining amount of such indebtedness. The audit may be accomplished in conjunction with the Town's annual audit, by the same certified public accountant, with the audit report submitted to the appropriate State agencies as a single report, provided the CRA component is presented as a separate fund(s) in the report. The CRA shall provide by registered mail a copy of the audit report to each taxing authority as defined by the Act (does not include school districts), the Florida Auditor General and the Florida Department of Financial Services.
- 6.7 Expenditures.** All expenditures of CRA funds shall be in accordance with adopted procedures of the CRA and Town, adhering all applicable laws, the CRA's adopted budget as amended from time to time during the fiscal year, Fund requirements, and the Plan.

- 6.8 **Borrowing.** The affirmative vote of at least a supermajority of Board members shall be required to authorize the CRA to borrow money subject to Town Council approval by Resolution. Borrowed funds may be used only for purposes allowed by the Act and the Plan.

ARTICLE VII -- DISPOSAL OF CRA REAL PROPERTY

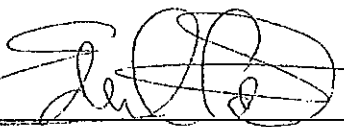
The sale, lease, disposal or transfer of CRA real property, or any interest therein, shall be consistent with the Act and approved by Town Council. The Board shall strive to obtain market value for the sale or lease of any CRA-owned land, or clearly state for the record the reason(s) the transaction is below market value.

ARTICLE VIII – ADVISORY COMMITTEES

- 7.1 **Power to Create.** The CRA may, by resolution, create any committee or board to act in an advisory capacity Town to the CRA as shall be deemed necessary to carry out the functions, purposes and objectives of the CRA. The resolution shall provide for an effective date. Unless otherwise delegated, by resolution, the CRA shall appoint committee members. Advisory Committee members shall not be currently serving on any other Town committees or boards. The advisory committee shall be made up of individuals meeting or exceeding the following criteria:
- a) Currently living within the town boundaries for a minimum of 5 consecutive years
 - b) Homesteading in the town
 - c) Working within the financial industry, accounting, banking
 - d) Working within the real estate, housing, construction industry
 - e) Business owner within the town boundaries
 - f) Representative from major area employer
 - g) Representative selected by CRA Board of Directors

ARTICLE IX-- AMENDMENT OF BYLAWS

Amendments to these bylaws shall require the affirmative vote of at least a majority of Board members.

 6/18/17
Eddie Cole
Chair Date

 Date
James Benderson
Executive Director Date

 7-21-17
Greg Jackson
General Council Date

 6/18/17
Cathy Williams
Town Clerk Date

PART II - CODE OF ORDINANCES
Chapter 18 - ENVIRONMENT
ARTICLE IV. COMMUNITY REDEVELOPMENT AGENCY

ARTICLE IV. COMMUNITY REDEVELOPMENT AGENCY¹

DIVISION 1. GENERALLY

Sec. 18-133. Authority.

This article is enacted pursuant to F.S. § 163.387 and other applicable provisions of law.
(Ord. No. 97-08, § 1, 12-16-1997)

Sec. 18-134. Findings.

(a) It is hereby found and determined as follows:

- (1) On December 16, 1997 the town council adopted a resolution by which it found that within certain areas of the proposed redevelopment area, are impacted by inadequate roadway and public transportation, deterioration of site and other improvements, a diversity of ownership and faulty lot layout which substantially impair or arrest the sound growth of the municipality constituting a menace to the public health, safety, moral of the residents therein all as more particularly described in such resolution (the "redevelopment area") that the rehabilitation, conservation and redevelopment of the redevelopment area is necessary in the interest of the public health, safety, morals and welfare of the residents of the town to eliminate, remedy and prevent conditions of slum and blight; that the redevelopment area is appropriate for community redevelopment; and that there exists the need for a community redevelopment agency to function in the town to carry out the community redevelopment purposes pursuant to F.S. ch. 163, part III, (the "Act"). Such resolution also designated the redevelopment, and created the community redevelopment agency (the "agency").
 - (2) The town council by resolution duly adopted on December 16, 1997, approved a community redevelopment agency with respect to the redevelopment of the redevelopment agency.
- (b) There has been created and established a community redevelopment agency of the town pursuant to the F.S. § 163.387, and notwithstanding this article or Ordinance No. 2002-15, such agency has been and will continue to be in continuous existence as a body politic and corporate of the state and a legal entity, separate, distinct, and independent from the town council as provided in F.S. § 163.357(1)(b).

(Ord. No. 97-08, § 2, 12-16-1997; Ord. No. 2003-4, § 3, 6-3-2003)

Secs. 18-135—18-151. Reserved.

DIVISION 2. REDEVELOPMENT TRUST FUND

¹State law reference(s)—Community redevelopment, F.S. § 163.330 et seq.

Sec. 18-152. Establishment.

In accordance with F.S. § 163.387, there is hereby established a redevelopment trust fund (the "trust fund") for the community redevelopment agency. Funds allocated to and deposited into this fund shall be used by the community redevelopment agency to finance or refinance any community redevelopment the community redevelopment agency undertakes in the redevelopment area pursuant to F.S. § 163.387 et seq. and the approved community redevelopment plan, and when directly related to the financing or refinancing of redevelopment in the redevelopment area, may be expended for any purpose authorized by F.S. § 163.387 et seq.

(Ord. No. 97-08, § 3, 12-16-1997)

Sec. 18-153. Funding—Amount.

The annual funding of the redevelopment trust fund shall be in an amount not less than that increment in the income, proceeds, revenues and funds of each taxing authority. Such increment shall be determined annually and shall be that amount equal to 95 percent of the difference between:

- (1) The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service mileage, on taxable real property contained within the geographical boundaries of the redevelopment area; and
- (2) The amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any amount from any debt service mileage, upon the total of the assessed value of the taxable real property in the redevelopment area as shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance from which this article is derived.

(Ord. No. 97-08, § 4, 12-16-1997)

Sec. 18-154. Same—Governing body obligation.

The obligation of the governing body to fund the redevelopment trust fund annually shall continue until all loans, advances and indebtedness, if any, and interest thereon of the community redevelopment agency incurred as a result of community redevelopment in the redevelopment area, have been paid. So long as its obligation to fund the redevelopment trust fund continues, the governing body shall take all necessary action to enforce the performance of the obligation of each taxing authority to make the annual appropriations; required by F.S. § 163.387 et seq.; provided, however, the obligation of the governing body to fund the redevelopment trust fund shall not be construed to make the town a guarantor of the obligations of other taxing authorities under this article; or F.S. § 163.387 et seq.; nor shall it be construed to require the exercise of the taxing power of the town or the payment of the redevelopment trust fund from any other funds of the town, except the incremental revenue described in section 18-153.

(Ord. No. 97-08, § 4, 12-16-1997)

Sec. 18-155. Same—Town may deposit other available funds.

The town may, at its discretion, deposit such other legally available funds into the redevelopment trust fund as may be described by resolutions adopted on or after the effective date of the ordinance from which this article is derived.

(Ord. No. 97-08, § 4, 12-16-1997)

Sec. 18-156. Same—Use of remaining funds after payment of expenses.

On the last day of the fiscal year of the community redevelopment agency, any money which remains in the trust fund after the payment of expenses pursuant to F.S. § 163.387(6), for such year shall be:

- (1) Returned to each taxing authority which paid the increment, in the proportion that the amount of the payment of such taxing authority bears to the total amount paid into the redevelopment trust fund by all taxing authorities with respect to the redevelopment area for that year;
- (2) Used to reduce the amount of any indebtedness to which increment revenues are pledged;
- (3) Deposited into an escrow account for the purpose of later reducing any indebtedness to which increment revenues are pledged; or
- (4) Appropriated to a specific redevelopment project pursuant to the approved redevelopment plan which project will be completed within three years from the date of such appropriation.

(Ord. No. 97-08, § 4, 12-16-1997)

Sec. 18-157. Audit.

The community redevelopment agency shall cause to be prepared by an independent certified public accountant, an audit of the redevelopment trust fund for each fiscal year, all as more particularly described in F.S. § 163.387(8); and shall provide a copy of the same to each taxing authority.

(Ord. No. 97-08, § 5, 12-16-1997)

Secs. 18-158—18-182. Reserved.



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA MEETING

DECEMBER 20, 2022 AT 05:30 PM

Cover Sheet

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

ITEM TITLE:

Discuss Property 225 West Kennedy Blvd.

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION		Department: LEGISLATIVE
CONSENT AGENDA		Exhibits: <ul style="list-style-type: none"> N/A
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION	YES	

REQUEST: To discuss property at 225 West Kennedy Blvd (Deceased Tommy Dixon).

SUMMARY: In the case involving Mr. Dixon at property at 225 West Kennedy Blvd. based upon the legal opinion of the current TOECRA General Counsel, the board members questioning the mental capacity during the TOECRA Meeting on or about November 4, 2020, there was clearly a concern that Mr. Dixon lacked the mental capacity to understand the contract for the purchase of his property. Even with the follow up meeting with Mr. Dixon, the former TOECRA Executive Director, the former TOECRA General Counsel, and a “friend” of Mr. Dixon’s family, who was there in an attempt to assist Mr. Dixon with understanding the proposed real estate transaction for property that was not yet in his name, there was still concern about Mr. Dixon’s ability to understand the complex real estate transaction. Moreover, based on the terms of the real estate transaction, both the complexity and perceived undervaluing of the property to the disadvantage of Mr. Dixon, it is my opinion that the purchase of the property should not have gone forward, and a guardianship should have at the very least been contemplated. Instead, The TOECRA General Counsel took on the representation of Mr. Dixon in an administrative matter to place Mr. Dixon on the property deed for the purpose of allowing Mr. Dixon to sale the subject property to the TOECRA per the vote of the 3-member independent board. Based upon the opinion of the current TOECRA General Counsel and applying the standard to determine incompetency, that Mr. Dixon was incompetent since he was “unable to understand in a reasonable manner the nature and consequences of the transaction.” With this understanding, discussion is needed to determine how the property can be return back to the estate of Mr. Dixon.

RECOMMENDATION: For Board of Directors to discuss property at 225 West Kennedy Blvd.

FISCAL & EFFICIENCY DATA: N/A

RESOLUTION CRA-#2020-41

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOE) BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR, CHAIRMAN AND CRA ATTORNEY TO CONDUCT THE PURCHASE OF TAX DEEDS FOR PROPERTY LOCATED AT 225 WEST KENNEDY BLVD TO INCLUDE PREPARING MORTGAGE, PROMISSORY NOTE, FILING OF NECESSARY DOCUMENTS FOR COURT PROBATE PROCESSES TO COMPLETE SAID TRANSACTION TO INCLUDE ANY OTHER DEEDS TO PROTECT THE TOECRA INTEREST; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS the members of the governing body have designated by Ordinance #2020-8, and amended Ordinance #2020-10, an independent Board of Directors consistent with Ch. 163.356(2); and

WHEREAS the Board of Directors wishes to exercise its powers per Florida Statute Chapter 163 Part III and as a designated by the CRA Plan section 3.5.5 described as support and assembly code enforcement, and demolition for redevelopment opportunities; and

WHEREAS the Board of Directors supports and agrees to follow all elements of the CRA Plan and the 2004 Interlocal Agreement between the Town of Eatonville, Eatonville CRA and Orange County; and

WHEREAS the Board of Directors authorizes the Executive Director, Chairman and CRA Attorney to carry out all necessary steps to acquire property tax deed, promissory note and mortgage. Additionally, the authority to clear title issues through probate procedures to secure the TOECRA interest in said property located at 225 West Kennedy Blvd.

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

SECTION ONE: FINDINGS: The recitals set forth above are hereby acknowledged and accepted by the (TOECRA) as findings made by the Board of Directors and does hereby incorporate such recitals as findings into this Resolution.

SECTION TWO: AFFIRMATION: The Board of Directors of the TOECRA does hereby affirm its findings in the CRA Plan and Chapter 163, Part III, Florida Statutes as provided.

SECTION THREE: AUTHORIZATION TO PURCHASE PROPERTY TAX DEED AND EXECUTION OF PROMISSORY NOTE AND MORTGAGE: The Eatonville Community Redevelopment Agency and the Board of Directors do hereby authorize the Executive Director, Chairman and CRA Attorney to execute all documents for the purpose of completing the acquisition of property tax deed payment for property located at 225 West Kennedy Blvd. Additionally, the authority to clear title issues through probate procedures to secure the TOECRA

interest in said property located at 225 West Kennedy Blvd. Additionally, the authority to clear title issues through probate procedures to secure the TOECRA interest in said property located at 225 West Kennedy Blvd is protected. NO further action needed of the Board of Directors

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

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

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

PASSED AND ADOPTED this 4th day of NOVEMBER 2020.



CHAIRMAN, Donovan Williams

ATTEST:



Cathlene Williams, Town Clerk

Prepared by:
Jaimon H. Perry
The Perry Law Group LLC
37 North Orange Avenue, Suite 500
Orlando, Florida 32801

Property Appraisers Parcel Identification (Folio) Numbers:
35-21-29-4572-70-730

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT executed this 9th day of December, 2020 by **Tommy Dixon**, whose address is 225 W. Kennedy Blvd., Orlando, Florida 32810 (herein collectively called "mortgagor") to the **Town of Eatonville Community Redevelopment Agency** having an address at 370 E. Kennedy Blvd., Eatonville, Florida 32751 (herein called mortgagee).

For Ten (\$10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, mortgagor does grant, bargain, sell and convey to mortgagee, its successors and assigns, in fee simple, all the certain land of which mortgagor is now the legal owner, and in actual possession, situated in the County of Orange, State of Florida, more particularly described as follows:

Lots 73, 74, 76 & 77 (less S. 10 ft. of Lots 76 & 77), BLOCK G, LAKE LOVELY ESTATES SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book R, Page(s) 121, of the Public Records of Orange County, Florida.

a/k/a 225 W. Kennedy Blvd., Orlando, Florida 32810

Folio No. 35-21-29-4572-70-730

Together with all structures and improvements now and hereafter located on the land and the fixtures attached thereto, together with all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof, all the estate, right, title, interest, and all claims and demands whatsoever, in law and in equity, of mortgagor in and to the same, and every part and parcel thereof, and all fixtures now or hereafter attached to or used in connection with the premises herein described.

To have and to hold the same, together with the tenements, hereditaments, and appurtenances unto mortgagee, and its successors and assigns, in fee simple.

Mortgagor covenants with mortgagee, its successors, legal representatives, and assigns, that mortgagor is indefeasibly seized of the land in fee simple; that mortgagor has full power and lawful right to convey the land in fee simple; that the land is free from all encumbrances, except as may be set forth herein; that mortgagor will make such further assurances to protect the fee simple title to the land in mortgagee, its successors, legal representatives, or assigns, as may reasonably be required; that mortgagor does hereby fully warrant the title of the land and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if mortgagor shall pay to mortgagee, its successors, legal representatives, or assigns, all obligations evidenced by that certain Mortgage Note, dated the date hereof made by mortgagor in the original principal amount of \$7,536.35, and shall perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the Mortgage Note and of this mortgage, and shall pay all taxes which may accrue on the property and all costs and expenses mortgagee, its successors or assigns may be put to in collecting the obligations or in foreclosure of this mortgage or otherwise, including reasonable attorneys' fees, then this mortgage and the estate hereby created shall cease and be null and void.

And mortgagor does hereby covenant and agree with the mortgagee as follows:

1. To pay all sums of money payable by virtue of the Mortgage Note and this mortgage, or either, promptly on the days respectively the same severally become due.
2. To pay the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the described property, and if the same are not promptly paid, mortgagee, its successors, legal representatives, or assigns may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of eighteen per cent (18%) per annum.
3. To pay all the costs, charges, and expenses, including attorneys' fees, reasonably incurred or paid at any time by mortgagee, its successors, legal representatives or assigns, because of failure by mortgagor to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the Mortgage Note and this mortgage, or either, and every such payment shall bear interest from date at the rate of eighteen percent (18%) per annum. Mortgagor agrees that in the event of foreclosure, a legal fee of ten percent of the principal balance due on this mortgage shall be prima facie reasonable.
4. To keep the buildings now or hereafter on the mortgaged premises land insured in a sum equal to the highest insurable value, both fire and extended coverage, in a company or companies to be approved by mortgagee, and the policy or policies held by and payable to mortgagee, its successors, legal representatives, or assigns, and in the event any sum of money becomes payable under such policy or policies, mortgagee, its legal representatives or assigns shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit mortgagor to receive and use it or any part thereof for other purposes, without hereby waiving or impairing any equity, lien, or right under or by virtue of this mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date at the rate of eighteen per cent (18%) per annum.
5. To permit, commit, or suffer no waste, impairment, or deterioration of the property or any part thereof, except reasonable wear and tear; and in the event of the failure of mortgagor to keep the buildings on the premises and those to be erected thereon, or improvements thereon, in good repair, mortgagee may make such repairs as in its discretion it may deem necessary for the

proper preservation thereof and the full amount of each and every such payment shall be due and payable thirty (30) days after demand, and shall be secured by the lien of this mortgage.

6. To perform, comply with, and abide by each of the stipulations, agreements, conditions, and covenants in the Mortgage Note.

7. At any time, and from time to time, upon request by the mortgagee, the mortgagor will make, execute and deliver or cause to be made, executed and delivered, to the mortgagee, any and all other further instruments, certificates and other documents as may be reasonably necessary or desirable in order to effectuate, complete, or perfect or to continue and preserve (i) the obligations of the mortgagor under the Mortgage Note, (ii) the security interest of this mortgage, and (iii) the mortgage lien hereunder.

8. Mortgagee may, at any time pending a suit on this mortgage, apply ex parte to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith and without prior notice to mortgagor, appoint a receiver of the premises covered hereby, including all income, profits, issues, and revenues from whatever source derived, each and every of which, it being expressly understood, is hereby mortgaged, as if specifically set forth and described in the granting and habendum clauses hereof. Such appointment shall be made by such court as an admitted equity and a matter of absolute right to mortgagee, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of mortgagor or the defendants. Such rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage and the practice of such court. In the event of any default on the part of mortgagor hereunder, mortgagor agrees to pay to mortgagee on demand as a reasonable monthly rental for the premises an amount at least equivalent to one-twelfth of the aggregate of the twelve monthly installments then payable in the current year plus the actual amount of the annual taxes, assessments, water rates, and insurance premiums for such year not covered by the above monthly payments.

9. The extension of credit, and any other loan, secured hereby has been made in reliance upon mortgagor's ownership and control of the mortgaged property. Therefore, if mortgagor conveys or suffers the conveyance of the mortgaged property, or if mortgagor otherwise relinquishes or loses its present degree of such ownership or control, such as a lease of the mortgaged property, or if mortgagor suffers the further encumbrance of the mortgaged property, such as a lien or mortgage junior to this mortgage, then all indebtedness secured hereby shall, at the option of mortgagee, become immediately due and payable.

10. As additional security, the mortgagor does hereby transfer, assign, and set over to the mortgagee all of the mortgagor's interest as lessor in any and all present and future leases, and any and all rents and deposits thereunder and relative thereto, now due or to become due from the mortgaged property or any separate rental premises therein contained. In the event of a default hereunder by the mortgagor, such rents shall be collected by or at the direction and under the control of the mortgagee, its successors or assigns, and the net proceeds thereof (net after payment of collection costs) shall be applied to the indebtedness secured hereby in such manner as the

mortgagee elects, as and when the same shall become due and payable. Mortgagee shall have all rights and remedies provided by Section 697.07, Florida Statutes. For the purpose of carrying out the provisions of this numbered paragraph, the mortgagor does by these presents constitute and appoint the mortgagee, its successors or assigns, as the mortgagor's true and lawful attorney-in-fact, to collect any and all rents from the mortgaged property.

11. If fulfillment of any provisions hereof or any transaction related hereto or to the Mortgage Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage in whole or in part, then such clause or provision only shall be held invalid as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

12. Notwithstanding any provisions contained herein or in the Mortgage Note, the total liability of mortgagor for payment of interest, including service charges, penalties or any other fees, to the extent any of such may be deemed to be interest, shall not exceed the maximum amount of such interest permitted by applicable law to be charged, and if any payments by mortgagor include interest in excess of such maximum amount, mortgagee shall apply such excess to the reduction of the unpaid principal amount due pursuant hereto, and refund any balance remaining to mortgagor.

13. The mailing of a written notice or demand addressed to the mortgagor at the address stated above, and mailed by the United States mail, postage prepaid, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions hereof or by law.

14. If foreclosure proceedings of any mortgage or lien inferior to this mortgage are instituted, mortgagee hereunder may at its option, immediately or thereafter, declare this mortgage and the indebtedness secured hereby due and payable.

15. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

16. This Mortgage may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

17. THE BORROWER HEREBY KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE PURSUIT, ASSERTION OR RESOLUTION OF ANY CLAIM OR DEFENSE THAT MAY EVER BE ASSERTED OR ASSERTABLE BY THE BORROWER UNDER THIS AGREEMENT, THE MORTGAGE, THE NOTE OR UNDER ANY OTHER AGREEMENT OR DOCUMENT EXECUTED IN CONNECTION THEREWITH AND UNDER ANY LAW OR THEORY GOVERNING THE RELATIONSHIP BETWEEN THE PARTIES. THIS WAIVER OF JURY TRIAL SHALL EXTEND TO ALL MATTERS BETWEEN THE PARTIES AND SHALL BE UNCONDITIONAL AND ABSOLUTE.

IN WITNESS WHEREOF, Mortgagor has executed these presents on the day and year first above written.

WITNESSES: MORTGAGOR

Michael L. Dixon
 Michael L. Dixon Witness Signature

STATE OF FLORIDA)
 COUNTY OF ORANGE)

Tommy Dixon
 Tommy Dixon
 Name

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 15th day of December, 2020 by Tommy Dixon, who is personally known to me or who has produced _____ as identification.

Karin A. Dunn
 Notary Public

SEAL



Karin A. Dunn
 Printed Notary Name

PROMISSORY NOTE

\$7,536.35

Date: December 9, 2020

FOR VALUE RECEIVED, the undersigned, **TOMMY DIXON**, whose address is 225 W. Kennedy Blvd., Orlando, Florida 32810 (collectively "Borrower"), promises to pay to the order of **TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY**, whose address for payments hereunder is 370 E. Kennedy Blvd., Eatonville, Florida 32751 (collectively "Lender"), in lawful money of the United States of America, at its address specified herein, or wherever else Lender may specify, the sum of **SEVEN THOUSAND FIVE HUNDRED AND THIRTY SIX 00/100 DOLLARS (\$7,536.35)**, or such sum as may be advanced and outstanding from time to time, with interest on the unpaid principal balance at the rate and on the terms provided in this Promissory Note (including all renewals, extensions or modifications hereof, this "Note").

1. **INTEREST RATE/DISBURSEMENTS.** No Interest shall accrue on the disbursement of funds.
2. **MATURITY DATE.** The entire unpaid principal amount of this Note, together with all accrued and unpaid interest thereon, shall be due and payable in full on December 9, 2025 ("Maturity Date").
3. **DEFAULT RATE.** In addition to all other rights contained in this Note, if a Default occurs and as long as a Default continues, all outstanding Obligations (as defined herein) shall bear interest at a fixed rate equal to the lesser of (a) the maximum rate then permitted under applicable law, or (b) eighteen percent (18%) per annum (the "Default Rate").
4. **PREPAYMENT OPTION.** The Loan may be prepaid in whole or in part, without penalty.
5. **APPLICATION OF PAYMENTS.** All payments received by Lender under the Note shall be applied: first, to amounts payable for taxes, insurance, or other advances made by Lender on Borrower's behalf, if any; second, to interest due; and third, to principal.
6. If a Default occurs, monies may be applied to the Obligations in any manner or order deemed appropriate by Lender.
7. **DEFINITIONS.**
 - a. **Loan Documents.** The term "Loan Documents," as used in this Note refers to this Note, the Mortgage between Borrower and Lender of even date herewith, and all other documents executed in connection with or related to the Loan.
 - b. **Obligations.** The term "Obligations," as used in this Note and the other Loan Documents, refers to any and all indebtedness and other obligations under this Note, all other obligations under any other Loan Document(s) between Borrower and Lender whenever executed.

c. Certain Other Terms. All terms that are used but not otherwise defined in any of the Loan Documents shall have the definitions provided in the Uniform Commercial Code.

8. ATTORNEYS' FEES AND OTHER COLLECTION COSTS. Borrower shall pay all of Lender's reasonable expenses incurred to enforce or collect any of the Obligations including, without limitation, reasonable arbitration, paralegal's, attorneys' and experts' fees and expenses, whether incurred without the commencement of a suit, in any trial, arbitration, or administrative proceeding, or in any appellate or bankruptcy proceeding.

9. USURY. The parties agree and intend to comply with the applicable usury law, and notwithstanding anything contained herein or in any other document related to the loan evidenced by this Note, the effective rate of interest to be paid on this Note (including all costs, charges and fees which are characterized as interest under applicable law) shall not exceed the maximum contract rate of interest permitted under applicable law, as it exists from time to time. Lender agrees not to knowingly collect or charge interest (whether denominated as fees, interest or other charges) which will render the interest rate hereunder usurious, and if any payment of interest or fees by Borrower to Lender would render this Note usurious, Borrower agrees to give Lender written notice of such fact with or in advance of such payment. If Lender should receive any payment which constitutes interest under applicable law in excess of the maximum lawful contract rate permitted under applicable law (whether denominated as interest, fees or other charges), the amount of interest received in excess of the maximum lawful rate shall automatically be applied to reduce the principal balance, regardless of how such sum is characterized or recorded by the parties.

10. DEFAULT. If any of the following occurs, a default ("Default") under this Note shall exist:

a. Nonpayment. The failure of payment of the Obligations under this Note or any other Loan Documents within fifteen (15) days of when due.

b. Nonperformance. The failure of performance, after Lender provides 30-day written notice to cure, of any non-monetary Default under this Note or any other Loan Documents.

c. False Warranty. A warranty or representation made or deemed made in the Loan Documents or furnished Lender in connection with the Loan proves materially false, or if of a continuing nature, becomes materially false.

d. Cessation. The dissolution of or termination of existence of the Borrower.

e. Bankruptcy. The appointment of a receiver for, assignment for the benefit of creditors of, or commencement of any bankruptcy or insolvency proceeding by or against Borrower if not dismissed within sixty (60) days.

11. REMEDIES UPON DEFAULT. If a Default occurs under this Note or any Loan Documents, Lender may at any time thereafter, take the following actions:

a. **Acceleration Upon Default.** Accelerate the maturity of this Note and, at Lender's option, any or all other Obligations, whereupon this Note and the accelerated Obligations shall be immediately due and payable; provided, however, if the Default is based upon a bankruptcy or insolvency proceeding commenced by or against Borrower or any guarantor or endorser of this Note, all Obligations shall automatically and immediately be due and payable.

b. **Cumulative.** Exercise any rights and remedies as provided under the Note and other Loan Documents, or as provided by law or equity.

12. WAIVERS AND AMENDMENTS AND PRESENTMENT. No waivers, amendments or modifications of this Note or any other Loan Document shall be valid unless in writing and signed by Lender. No waiver by Lender of any Default shall operate as a waiver of any other Default or the same Default on a future occasion. Neither the failure nor any delay on the part of Lender in exercising any right, power, or remedy under this Note and other Loan Documents shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Borrower waives presentment, protest, notice of dishonor, demand for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, notice of sale and all other notices of any kind. All parties to this Note, whether maker, principal, surety, guarantor or endorser, hereby waive presentment for payment, demand, protest, notice of protest, and notice of dishonor, and expressly agree jointly and severally to remain and continue bound for the payment of the principal and interest provided by the terms of this Note, notwithstanding any extension or extensions of the time of, or for the payment of said principal or interest, or any change or changes in the obligation to pay provided for in this Note, or any change or changes by way of release or surrender or substitution of any real property and collateral, or either, held as security for this Note, and waive all and every kind of notice of such extension or extensions, change or changes, and agree that the same may be made without the joinder of the Maker.

13. MISCELLANEOUS PROVISIONS.

a. **Applicable Law; Conflict Between Documents.** This Note and, unless otherwise provided in any other Loan Document, the other Loan Documents shall be governed by and construed under the laws of the State of Florida without regard to that state's conflict of laws principles. If the terms of this Note should conflict with the terms of any other Loan Document, the terms of this Note shall control.

b. **Jurisdiction.** Borrower irrevocably agrees to non-exclusive personal jurisdiction in the state named in Lender's address shown above.

c. **Severability.** If any provision of this Note or of the other Loan Documents shall be prohibited or invalid under applicable law, such provision shall be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note or other such document.

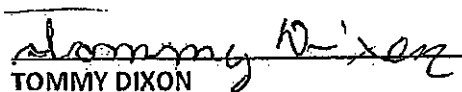
d. **Notices.** Any notices to Borrower shall be sufficiently given, if in writing and mailed or delivered to the Borrower's address shown above or such other address as provided hereunder, and to Lender, if in

writing and mailed or delivered to Lender's address shown above or such other address as Lender may specify in writing from time to time. In the event that Borrower changes Borrower's address at any time prior to the date the Obligations are paid in full, Borrower agrees to promptly give written notice of said change of address by registered or certified mail, return receipt requested, all charges prepaid.

e. **Plural; Captions.** All references in the Loan Documents to Borrower, guarantor, person, document or other nouns of reference mean both the singular and plural form, as the case may be, and the term "person" shall mean any individual, person or entity. The captions contained in the Loan Documents are inserted for convenience only and shall not affect the meaning or interpretation of the Loan Documents.

f. **Fees and Taxes.** Borrower shall promptly pay all documentary, intangible recordation and/or similar taxes on this transaction whether assessed at closing or arising from time to time.

14. JURY WAIVER. BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER DOCUMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO EXTEND CREDIT TO OR OTHERWISE BECOME OR REMAIN A CREDITOR OF BORROWER AND BORROWER SHALL NOT SEEK TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, BORROWER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF LENDER, NOR LENDER'S COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. NO REPRESENTATIVE OR AGENT OF LENDER, NOR LENDER'S COUNSEL HAS THE AUTHORITY TO WAIVE, CONDITION, OR MODIFY THIS PROVISION.


TOMMY DIXON

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Jaimon H. Perry, Esq.
The Perry Law Group LLC
37 North Orange Avenue
Suite 500
Orlando, FL 32801
Property Appraisers Parcel Identification (Folio) Numbers:
35-21-29-4572-70-730

_____ Space Above This Line For Recording Data _____

QUITCLAIM DEED

This Quitclaim Deed, made this 9th day of December, 2020, between TOMMY DIXON, a single man, whose address is 225 W. Kennedy Blvd., Orlando, Florida 32810, Grantor, to TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY, whose address is 370 E. Kennedy Blvd., Eatonville, Florida 32751, Grantee.

Witnesseth, that the Grantor, for and in consideration of the sum of -----TEN & NO/100 (\$10.00)---
-----DOLLARS, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and quitclaimed to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of ORANGE, State of Florida, to-wit:

Lots 73, 74, 76 & 77 (less S. 10 ft. of Lots 76 & 77), BLOCK G, LAKE LOVELY ESTATES SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book R, Page(s) 121, of the Public Records of Orange County, Florida.

Property address: 225 W. Kennedy Blvd., Orlando, Florida 32810

GRANTOR RESERVES UNTO HIMSELF A LIFE ESTATE ON ONLY LOTS 73 AND 74 ABOVE DESCRIBED REAL PROPERTY TOGETHER WITH THE RIGHT TO OCCUPY THE SAME UNTIL HIS DEATH.

LOTS 76 AND 77 ARE NOT RESTRICTED WITH A LIFE ESTATE INTEREST AND SHALL REMAIN UNENCUMBERED TO THE GRANTEE.

No assurance of title was requested or rendered in connection with this transaction. This instrument was prepared from unverified information supplied by the parties.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor,

either in law or equity, for the use, benefit and profit of the said Grantee forever.

In Witness Whereof, the Grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Michael A. Johnson
Witness #1 Signature

MICHAEL A. JOHNSON
Witness #1 Printed Name

Vernette Darby
Witness #2 Signature

VERNETTE DARBY
Witness #2 Printed Name

STATE OF FLORIDA

COUNTY OF ORANGE

Tommy Dixon
Tommy Dixon

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 16th day of December, 2020 by Tommy Dixon, who is personally known to me or who has produced _____ as identification.

SEAL



Karin A. Dunn
Notary Signature

KARIN A. DUNN
Printed Notary Signature

My Commission Expires:

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made as of this _____ day of November, 2020 by and between Estate of Oscar Dixon and Tommy Dixon ("Seller"), and Town of Eatonville Community Redeployment Agency ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the fee simple owner of all of that certain parcel of real property described as 225 W. Kennedy Blvd., Orlando, Florida 32810, as is more particularly described on Exhibit "A" attached hereto and incorporated herein together with all buildings and improvements situated thereon, all right, title, and interest of Seller in and to any land lying in the bed of any existing dedicated street, road, or alley adjoining thereto, all strips and gores adjoining thereto, and all rights, ways, easements, privileges, and appurtenances thereunto belonging (the "Property").

WHEREAS, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. **Agreement to Sell and Purchase.** Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, on the terms and conditions hereinafter set forth. The Property excludes personal property on the premises.

2. **Purchase Price and Terms.** The purchase price for the Property (the "Purchase Price") shall be _____ and No/100 Dollars (\$_____). The Purchase Price shall be payable as follows:

2.1 **Past Due Tax Obligations.** By November 11, 201~~2~~²⁰²⁰, the Purchaser shall satisfy the tax obligation on the Property to redeem the Property and prevent the Property from being sold at a tax deed auction. The redemption is estimated to be \$7,571.88. Upon signing this agreement, Seller shall sign a promissory note and mortgage for the amount advanced to pay the past due taxes in the event this transaction fails to close.

2.2 **Life Estate Interest.** Seller shall retain a life estate interest in the Property, but said life estate interest is restricted to the residential portion located on Lots 73 and 74 of the Property. The remaining lots of the Property, Lots 76 and 77 are currently vacant and shall not be encumbered by a life estate interest. The Seller shall be required to maintain homeowner's insurance from the residential property and pay his portion of real estate property taxes for Lots 73 and 74, the residential portion.

2.3 **Probate.** The Property is currently in the name of Oscar Dixon. Oscar Dixon and his spouse, Virginia Dixon, are deceased. Tommy Dixon is the sole heir of the Dixons. In concert with purchase transaction, Tommy Dixon will assist with the probate administration of Oscar Dixon and if necessary, Virginia Dixon. Further

upon execution of this Agreement, Tommy Dixon will executed a quit claim, which includes the life estate interest for himself, in favor of the Purchaser to be held in escrow upon completion of the probate administration.

2.3 Cash at Closing. At the Closing, Purchaser shall pay the Purchase Price in cash, cashier's check, or wire transfer of funds, of which sum the Deposit shall, at Purchaser's option, be a part.

3. Contingency.

3.1. Financing. Not applicable.

4. Investigation of Property.

4.1 Delivery of Documents. Within ten (10) days after full execution of this Agreement, Seller shall deliver to Purchaser copies of all existing agreements, surveys, engineering, architectural, or zoning documents, tests, or reports, and title insurance policies or reports, if any, relating to the Property which are in Seller's possession or under Seller's control. Prior to closing hereunder, Seller shall, upon request of Purchaser, provide such other documents and information relating to the Property as Purchaser may reasonably request and which are in Seller's possession or under Seller's control.

4.2 Inspection of Property. Purchaser and its agents and representatives shall have the right to enter onto the Property prior to the Closing for purposes of conducting surveys, soil tests, market studies, engineering tests and such other tests, investigations, studies, and inspections as Purchaser deems necessary or desirable to evaluate the Property, provided that: (i) all such tests, investigations, studies, and inspections shall be conducted at Purchaser's sole expense; (ii) such tests, investigations, studies, and inspections shall not cause any material injury to the Property; (iii) any such test and investigations that require entrance into the space currently occupied by third parties shall not be performed without the sellers prior approval which shall not be unreasonably withheld; and (iv) Purchaser shall indemnify and hold Seller harmless from and against any losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of damage to the Property or personal injury resulting from Purchaser's or its agents' or representatives' negligence in connection with the activities contemplated in this Section 4.2; provided, however, that the foregoing indemnity obligation shall be limited to Seller's actual damages only, and neither Purchaser nor its agents and representatives shall have liability for consequential, indirect, or punitive damages.

4.3 Inspection Period. In the event that Purchaser is not satisfied, in its sole discretion, with the feasibility of Purchaser's acquisition and development of the Property, Purchaser shall have the right to terminate this Agreement. Such right shall be exercised by written notice to Seller within five (5) days after the Effective Date (the "Inspection Period"). Upon any such termination, the Deposit shall be promptly returned to Purchaser, Purchaser shall return to Seller all items received by Purchaser pursuant to

Section 4.1 hereof, and the parties hereto shall be released from any further liabilities or obligations hereunder except for the indemnification obligations set forth in Section 4.2.

5. Title/Survey.

5.1 Condition at Closing. At the Closing, Seller shall convey fee simple title to the Property, marketable and good of record and in fact, and insurable as such by such title insurance company as Purchaser may choose, at regular rates, on an ALTA Form B Owner's Policy, free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, or other matters whatsoever, whether recorded or unrecorded, except for: (i) the lien of real estate taxes or assessments not yet due and payable; and (ii) Title Objections approved by Purchaser pursuant to Section 5.2 hereof.

5.2 Title Objections. Within five (5) days after the Effective Date, Purchaser shall obtain a title insurance commitment (the "Title Commitment") issued by The Perry Law Group LLC, as agent for Old Republic National Title Insurance Company. If Purchaser determines that any matter or matters affecting the Property are unacceptable, Purchaser shall notify Seller in writing of such matter or matters (the "Title Objections") within ten (10) days after the Effective Date (the "Title Examination Period"). Within ten (10) days after receipt of the Title Objections, Seller shall notify Purchaser either that: (i) Seller shall correct such Title Objections; or (ii) Seller shall not correct such Title Objections. In the event that Seller elects to correct such Title Objections, Seller shall correct such Title Objections at or prior to the Closing. In the event that Seller elects to not correct such Title Objections, Purchaser shall have the right, in its sole discretion, to either: (i) accept title "as is"; or (ii) terminate this Agreement, in which event the Deposit shall be promptly returned to Purchaser and the parties hereto shall be released from any further liabilities or obligations hereunder. Any matters to which Purchaser does not object during the Title Examination Period shall be deemed acceptable to Purchaser; provided, however, that Purchaser shall have the continuing right to have the Title Commitment updated from time to time and to give Seller written notice of any additional Title Objections, which Title Objections shall be addressed in the manner set forth hereinabove. In the event Purchaser notifies Seller of any Title Objections, and Seller fails to notify Purchaser within the period set forth above of its election to cure or not cure such Title Objections, Seller shall be deemed to have elected to cure such Title Objections. Notwithstanding the provisions of this Section 5.2 and regardless of whether included in the Title Objections, Seller shall, at Seller's sole expense, release at or prior to the Closing all liens and encumbrances securing the payment of money.

5.3 Survey. Purchaser, at its sole cost and expense, shall cause a survey of the Property ("Survey") to be prepared by a land surveyor duly licensed and registered as such in the State of Florida accordance with the minimum technical standards established by the Florida Board of Land Surveyors pursuant to Section 472.027, Florida Statutes, Florida Statutes, and the regulations promulgated thereunder being Chapter 61617-6, Florida Administrative Code. The Survey shall also show the legal description of the Real Property and all easements affecting the Real Property. If the Survey shows any encroachments or other adverse matters affecting title to the Real Property (other than the Permitted Exceptions), Purchaser shall notify Seller of any such matters to which

Purchaser objects in writing within three (3) days from the date of completion of the Survey. Such notice shall specify in detail those matters which are deemed by Purchaser to adversely affect the title to the Real Property. The matters revealed by the survey shall be treated as Title Objections pursuant to Section 5.2 hereof.

6. **Obligations Pending Closing.** Between the Effective Date and the Closing or earlier termination of this Agreement:

6.1 **Title to Property.** Except as may be necessary to cure Title Objections and as provided for in Section 6.2 below, Seller shall not sell, assign, rent, lease, convey (absolutely or as security), grant a security interest in, or otherwise dispose of, encumber, or cause or permit any change in the status of title to the Property;

6.2 **Condition of Property.** Seller shall not cause or permit any adverse change in the condition of the Property, reasonable wear and tear excepted.

6.3 **Condemnation or Destruction.** In the event any governmental agency should notify Seller, or if Seller should become aware, of any permanent or temporary actual or threatened taking of all or any portion of the Property, or if any material portion of the Property is damaged or destroyed, Seller shall promptly notify Purchaser of the same. Purchaser shall thereupon be entitled, at its sole option: (i) to proceed to the Closing with no reduction in the Purchase Price, in which event any and all proceeds of such taking, or insurance proceeds from any such damage or destruction, shall be delivered to or assigned to Purchaser at the Closing; or (ii) to terminate this Agreement, in which event the Deposit shall be promptly returned to Purchaser and all parties shall be relieved from any further liabilities or obligations hereunder; and

7. **Conditions to Closing.** In addition to all other conditions set forth herein, the obligation of Purchaser to consummate the transaction contemplated herein is subject to the satisfaction, at or prior to the Closing, of the following conditions, any of which may be waived, in whole or in part, in writing by Purchaser at or prior to the Closing, in which event this Agreement shall be deemed terminated and, unless such failure is the result of a default by Purchaser hereunder, the Deposit shall be returned to Purchaser:

7.1 **Representations and Warranties.** The representations and warranties of Seller set forth herein shall be true and correct in all material respects as of the Effective Date and the Closing.

7.2 **Performance of Obligations.** As of the Closing, Seller shall have performed and complied with all of the covenants and conditions required to be performed by it under this Agreement, and all deliveries to be made by Seller at Closing shall have been tendered.

7.3 **Title.** Title to the Property shall be in the condition required by Section 5 hereof.

8. Closing.

8.1 **Time and Place.** The closing of the transaction contemplated under this Agreement (the "Closing") shall be held on or before November 11, 2020 or when agreed to by the parties. The Closing shall be held at the offices of The Perry Law Group LLC or a place mutually convenient for the parties.

8.2 Deliveries by Seller. At the Closing, Seller shall:

8.2.1 Execute, acknowledge, and deliver a statutory general warranty deed conveying to Purchaser good, indefeasible, and marketable fee simple title to the Property

8.2.2 Execute, acknowledge, and deliver a Non-Foreign Affidavit as required under Section 9.2 hereof;

8.2.3 Execute, acknowledge, and deliver a customary title insurance affidavit sufficient to cause the issuance of the owner's title insurance policy without the standard pre-printed exceptions other than ad valorem taxes and assessments for the year of closing, unless closing occurs after November 1 in which case the exception would be for ad valorem taxes and assessments for the following year and thereafter; and

8.2.4 Execute, acknowledge (as appropriate), and deliver such additional documents as may be necessary or customary to consummate the transactions contemplated herein.

8.3 Deliveries by Purchaser. At the Closing, Purchaser shall:

8.3.1 Pay the Purchase Price in accordance with Section 2 hereof; and

8.3.2 Execute, acknowledge (as appropriate), and deliver such additional documents as may be necessary or customary to consummate the transactions contemplated herein.

8.4 **Closing Adjustments.** Real estate taxes and, if applicable, rents, water and sewer charges, and fuel, gas, electricity, telephone and other utility charges, shall be prorated and adjusted to the date of the Closing. If the amount of the current year's taxes has not been established by the taxing authorities as of the Closing, taxes shall be prorated based on an estimate in accordance with the most recent certificate of taxes issued by the taxing authorities. If taxes are prorated based on an estimate at the Closing, then Purchaser and Seller agree to readjust such proration at the request of either party upon the establishment of the actual amount. Any special assessments imposed by any governmental agency or authority which are noticed and existing as of the date hereof shall be satisfied by Seller at or prior to the Closing hereunder.

8.5 **Closing Costs.** Purchaser shall pay all applicable transfer and documentary stamp taxes on the deed, the premium for the owner's policy of title

insurance to be issued to Purchaser with respect to the property, recordation expenses for any instruments necessary to cure Title Objections and the deed(s). Purchaser shall pay the cost of examination of title with respect to the Property, the costs of any survey, costs associated with any mortgage financing including the costs of a mortgagee's policy of title insurance, and Purchaser's attorneys fees.

8.6 **Possession.** Seller shall retain a life estate interest in the residential portion of the Property and possess Lots 73 and 74. Seller shall not have rights to and possess the commercial portion of the Property, Lots 76 and 77.

9. **Representations, Warranties, and Covenants of Seller.** Seller represents, warrants, and covenants to Purchaser as follows, all of which representations and warranties are true and correct as of the date hereof and shall be true and correct as of the Closing hereunder:

9.1 Seller: (i) has full power and authority to sell the Property to Purchaser without the consent of any other person or entity; (ii) is the sole legal and equitable owner of record and in fact of good and marketable fee simple title to the Property;

9.2 Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code, and Seller shall execute an affidavit to such effect in the form to be provided by Purchaser, failing which Purchaser may proceed with the withholding provisions as provided by applicable law. Seller shall indemnify Purchaser and its agents against any liability or cost, including reasonable attorneys' fees, in the event that this representation or the affidavit provided by Seller at the Closing is false;

9.3 There is not pending or, to the best of Seller's knowledge, threatened, any litigation, proceeding, or investigation relating to the Property (including without limitation, the land use and zoning classification thereof) or Seller's title thereto (including, without limitation, any eminent domain or condemnation proceedings), nor does Seller have reasonable grounds to know of any basis for such litigation, proceedings, or investigations;

9.4 To the best of Seller's knowledge, there exists no violation of any law, regulation, orders, or requirements issued by any governmental agency or authority, or action in any court on account thereof, against or affecting the Property;

9.5 To the best of Seller's knowledge, there are no "hazardous materials," as hereinafter defined, located in, on, or under the Property. Seller is not a generator of any such hazardous materials and has conducted its activities on and from the Property in full compliance with all hazardous waste emission, reporting, and removal requirements imposed by applicable law. There are not now, nor to the best of Seller's knowledge has there ever been, any underground or aboveground storage tanks located at or within the Property. For purposes hereof, "hazardous materials" shall mean any substance, material, waste, gas, or particulate matter which is regulated by any local governmental authority, the State of Florida, or the United States Government, including, without limitation, any material or substance which is: (a) defined as a "contaminant," "pollutant," "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or

"restricted hazardous waste" under any provision of Florida law; (b) petroleum products; (c) asbestos; (d) polychlorinated biphenyl; (e) radioactive material; (f) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251 et seq. (33 U.S.C. §1317); (g) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation & Recovery Act, 42 U.S.C. §6901 et seq (42 U.S.C. §6903); or (h) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601);

9.6 The sale of the Property pursuant to this Agreement will not violate any law, ordinance, or governmental regulation;

9.7 Seller has no knowledge of any change contemplated in any applicable laws, ordinances, or regulations, any judicial or administrative action, proceeding, or investigation, any action by owners of land adjoining the Property, or natural or artificial conditions upon the Property, which would restrict or prohibit Purchaser's use and development of the Property;

9.8 To the best of Seller's knowledge, all documents and other information provided by Seller to Purchaser pursuant to this Agreement will be true and complete in all material respects;

9.9 To the best of Seller's knowledge, no representation, warranty, or covenant by Seller in this Agreement contains or will contain any untrue statement of material fact, or omits or will omit to state a material fact necessary to make the statements therein not misleading; and

10. **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller as follows, all of which representations and warranties are true and correct as of the date hereof and shall be true and correct as of the Closing:

10.1 Purchaser: (i) is a corporation organized, validly existing, and in good standing under the laws of the State of Florida; (ii) has full power and authority to purchase the Property from Seller without the consent of any person or entity; and (iii) has authorized the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby.

10.2 The person executing this Agreement on behalf of Purchaser represents and warrants that he or she is an officer of Purchaser, has been duly authorized by Purchaser to execute this Agreement, and has full power and authority to execute the same on behalf of Purchaser.

Default.

11.1 If Purchaser defaults by failing to complete settlement as herein provided, the entire Deposit shall be paid to Seller as liquidated damages, and the parties hereto

shall be relieved from any further liabilities or obligations hereunder. Seller's right to receive the Deposit shall be Seller's sole and exclusive remedy hereunder for a default by Purchaser, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which Seller may suffer upon Purchaser's default. Seller's retention of the Deposit as provided herein is intended not as a penalty but as full liquidated damages, and Seller hereby waives and releases any right to (and covenants that it shall not) sue Purchaser: (i) for specific performance of this Agreement; or (ii) to recover actual damages in excess of the Deposit.

11.2 If Seller fails to complete settlement as herein provided, or if Seller otherwise defaults in any manner under this Agreement, Purchaser, in addition to the right to terminate this Agreement and obtain a refund of the Deposit, shall have the right to undertake any and all legal and equitable actions, including, without limitation, a suit for specific performance.

12. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be hand-delivered, delivered by overnight courier, sent by facsimile transmission, or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at their respective addresses set forth below, or at such other addresses of which either party shall notify the other party in accordance with the provisions hereof, and shall be deemed given as of the time of such mailing, facsimile transmission, or delivery, as applicable:

If to Seller:

With a copy to:

If to Purchaser:

With copy to:

13. **Binding Effect and Assignment.** Seller and Purchaser agree that the terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, their respective heirs, legal representatives and assigns. Purchaser shall have the absolute right to assign this Agreement, provided that any such assignment shall not release Purchaser from its obligations hereunder. In the event Purchaser elects to assign this Agreement to a trust, Seller acknowledges and agrees that: (i) the trustee(s) of any such trust shall be acting not individually or personally but solely in its or their capacity as a trustee; (ii) each of the representations, undertakings, and agreements herein made on the part of Purchaser shall be deemed made not as personal representations, undertakings, and agreements of such trustee(s); and (iii) such trustee(s) shall have no personal liability for the payment of any indebtedness or expenses nor be liable for the breach or failure of any of obligation, representation, warranty, or covenant made or undertaken hereunder or under any instrument or document required or contemplated herein. In the event of such an assignment, Seller agrees to acknowledge the foregoing in a written instrument for the benefit of such trustee(s).

14. **Escrow Agent.** Escrow Agent may act upon any instrument or writing believed by it in good faith to be genuine and executed by the proper person, and shall not be liable in connection with the performance of its duties hereunder except for its own willful misconduct or gross negligence. In the event of any dispute or litigation hereunder concerning the disposition of the Deposit, Escrow Agent shall have the right to pay the same and all interest thereon into the registry of any court of competent jurisdiction, and Escrow Agent shall thereupon be released from any further liabilities with respect to the Deposit except as aforesaid. Any costs or fees incurred by Escrow Agent, including attorneys' fees, shall be paid from the Deposit. Seller acknowledges that Escrow Agent is counsel for Purchaser and agrees that its service as Escrow Agent shall not prevent it from continuing to act as Purchaser's counsel in the event of any dispute over entitlement of the Deposit, and Seller consents to such representation.

15. **Tax-Free Exchange.** Seller and Purchaser agree that Seller shall have the option to arrange for a tax-free exchange of the Property under Section 1031 of the Internal Revenue Code, provided that no additional cost, liability, or time delay is occasioned to Purchaser by virtue of such tax-free exchange, and under no circumstances will Purchaser be required to take title to any property other than the Property. Purchaser agrees to cooperate with Seller in the arrangement of such a tax-free exchange, but in the event Seller is not successful in arranging such an exchange, Seller shall be obligated to complete the transaction as contemplated herein. Seller agrees to indemnify, defend, and hold Purchaser harmless from and against any cost, expense, liability, tax, charge, penalty, or other claim or damage arising out of or resulting from Seller's or Purchaser's activities pursuant to this Section.

16. **Miscellaneous.** This Agreement contains the entire understanding between the parties hereto with respect to the Property and is intended to be an integration of all prior or contemporaneous agreements, conditions or undertakings between the parties hereto; there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between and among the parties hereto with respect to the Property other than as set forth herein. No change or modification of this Agreement shall be valid unless the same is in writing and signed by Seller and Purchaser. No purported or alleged waiver of any of the provisions of this Agreement shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced. All representations, warranties and covenants herein shall not be merged in the deed of conveyance but shall survive the Closing. It is agreed that time is of the essence in the performance of the terms of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which counterparts taken together shall constitute one agreement. To facilitate execution and delivery of this Agreement, the parties hereto (and other signatories hereto) may exchange counterparts of the executed signature pages hereof by facsimile transmission. The signature of any party to any counterpart may be appended to any other counterpart. In the event of litigation or other proceeding in connection with or arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, its reasonable attorneys' fees and costs.

17. **Interpretation.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Captions herein are for convenience of reference only and in no way define, limit or expand the scope or intent of this Agreement. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female, and vice versa. This Agreement may be executed in two or

more counterparts, all of which together shall constitute but one and the same Agreement. In the event that one or more of the provisions hereof shall be held to be illegal, invalid or unenforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.

18. Effective Date. As used herein, the term "Effective Date" means that date upon which the last of Seller and Purchaser have executed this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal on the date first above written.

SELLER:

ESTATE OF OSCAR DIXON

By: Tommy Dixon
Tommy Dixon, Sole Hier

Tommy Dixon

TOMMY DIXON

Date: 11 | 3 | 2020

PURCHASER:

TOWN OF EATONVILLE COMMUNITY
REDEPLOYMENT AGENCY

By: [Signature]
Print Name: Danora Winters
Its: City Manager

Date: 11 | 05 | 20

EXHIBIT "A"
[Description of Property]

That certain property owned by Seller containing .35 acres more or less, located at:

LAKE LOVELY ESTATES SUB R/121 LOTS 73 74 76 & 77 BLK G (LESS S 10 FT OF LOTS 76 & 77)

The parties agree that the property to be conveyed shall be more particularly described as set forth in the survey to be conducted under Section 5.3.

Johnson what is the market value of this property? Mr. Johnson referred to the second page after the Resolution; the department of appraisal has this property assessed at \$21, 933. Director Sconions stated if its appraised at \$21,000, she has a problem with buying this property for \$100,000. Mr. Johnson replied, the property appraisal price generally is never the same as the purchase price for a property. Director Sconions stated we can make him an offer, but I don't want to pay \$100,000 for the property; this is a bit much. Mr. Johnson stated the purchase of the property is not to hold as an asset, an RFP will go out for a developer to redevelop the site. We offered \$70k & \$90k dollars, the owner will only accept \$100,00 to get their investment back from the property as stated by Mr. Johnson. Director Sconions stated we need to counteroffer at \$86,000 what he paid for the property. Director Baldwin indicated the property has doubled in value in the last four (4) years. Chairman Williams put a motion on the floor to approved Resolution #2020-40, acquire property at 343 E. Kennedy, for \$100,000 plus \$500.00 for closing costs; motion by Director Baldwin, the motion was seconded by Chairman Williams; Director Sconions indicated her other concern is, she does not want to purchase property; AYE: Director Baldwin, and Chairman Williams; NAYE: Director Sconions; MOTION PASSES.

- B. Approval of Resolution #2020-41 Tax Deed purchase of 225 W. Kennedy Blvd.
RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOE) BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR, CHAIRMAN AND CRA ATTORNEY TO CONDUCT THE PURCHASE OF TAX DEEDS FOR PROPERTY LOCATED AT 225 WEST KENNEDY BOULEVARD TO INCLUDE PREPARING MORTGAGE, PROMISSORY NOTE, FILING OF NECESSARY DOCUMENTS FOR COURT PROBATE PROCESSES TO COMPLETE SAID TRANSACTION TO INCLUDE ANY OTHER DEEDS TO PROTECT THE TOECRA INTEREST; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. The delinquent taxes are for 2017, 2018, & 2019, as stated by Paula Bradshaw. Mr. Johnson stated there is a scheduled sale for 11/12/2020; we will be seeking to record a promissory note for the monies that we have expended as stated by Mr. Johnson. There are four (4) parcels, we are providing Life Estate to the present owner; and the immediate release of the commercial property once the probate part is complete; \$7,571.88 money will come from the demolition and acquisition budget. Attorney Perry: The property is currently in the name estate of Oscar Dixon; Tax Deed Sale is scheduled for 11/12/2020, we need to have this paid off, either before the sale or the same day. We must get this out of probate; Oscar Dixon and into Tommy Dixon's name; then we will transfer to the CRA, so probate has to be done, there are a lot of moving parts with this. Tommy Dixon will sign a promissory note; putting a mortgage on the property, this would-be collateral for advancement on the \$7,500; the CRA would need to pay for the probate as well; Mr. Dixon would remain on the property. Tommy will also sign a quit claim deed once we pay-off the funds. Director Sconions stated the motion to pay the taxes and Mr. Johnson replied this is all a part of the Agreement. Motion by Director Sconions to pay the taxes on the property at 225 W. Kennedy Boulevard; the property taxes and the probate, for the CRA to initiate the probate for this

property; also, that the resident in the property will be a life resident of the property; Mr. Johnson stated, the wording should be Life Estate Interest; per the terms of the Agreement. Motion was seconded by Director Baldwin; AYE: Chairman Williams; Director Baldwin, and Director Sconions; **MOTION PASSES.**

- C. Approval of Resolution #2020-42 Agreement with MuniGuide Preparing downtown development design guidelines. **A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOE) BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR, CHAIRMAN AND CRA ATTORNEY TO EXECUTE AGREEMENT WITH MUNIGUIDES TO PROVIDE DOWNTOWN DEVELOPMENT DESIGN GUIDELINES, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.** Mr. Johnson stated per the CRA Plan, our action to getting the design guidelines done is a recommendation to the Town Council to adopt, still must go to the Planning Board and then to Town Council. This is to establish the downtown guidelines to tie into Eatonville road map to revitalization. Chairman Williams put a motion on the floor to approve Resolution #2020-42, in the amount of \$4,700; motion by Director Sconions, the motion was seconded by Director Baldwin; AYE: Chairman Williams, Director Baldwin, and Director Sconions; **MOTION PASSES.**

- D. Approval of Resolution #2020-43 Issuance of Certificate of Appointments. **A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOE) BOARD OF DIRECTORS ISSUING CERTIFICATES OF APPOINTMENTS TO NEW BOARD MEMBERS AS APPROVED BY TOWN COUNCIL ORDINANCE #2020-10; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.** Chairman Williams put a motion on the floor to approve the Certificate of Appointments for the new members; Barbara Lloyd, Linder Greathouse, and Leviticus Henderson; Motion by Kathy Baldwin, the motion was seconded by Kathy Baldwin; AYE: Chairman Williams, Director Baldwin, and Director Sconions; **MOTION PASSES.**

VIII. BOARD OF DIRECTORS REPORT

IX. ADMINISTRATIVE REPORT

X. MOTION FOR ADJOURNMENT

BOARD OF DIRECTORS REPORTS:

Director Sconions: When I was speaking of the property at 225 W. Kennedy Blvd, I just want to ensure all parties are protected; when he has his meeting with Mr. Johnson just want to ensure that he understand the document and that he has someone there with him that he trusts, I just want to ensure that we are doing things right. Barbara Lloyd asked that once Tommy signs those papers and it goes through probate,

he can then file for homestead exemption; how will that work with this? Attorney Perry replied it will just reduce his tax liability.

Director Baldwin: the CRA trucks are impressive.

Linder Greathouse- Concerned about Mr. Dixon, I do this everyday handling people in his condition; I hope there is a better way to pay the taxes and then if there is another solution than just paying the taxes.

Leviticus Henderson- How do we know the property of Mr. Dixon is not already Homestead? Mr. Johnson replied it is not, if you are deceased, you cannot have a Homestead.

Chairman Williams: thanked everyone for another successful meeting as we move forward to revitalize our community; and hope everyone stays safe.

Mr. Johnson- we will be scheduling meetings for each member to do their SWOS Analysis; email me your availability within the next couple weeks. The new members will receive the road map revitalization, each member need to set as their priority, I will get this out to everyone tomorrow.

ATTORNEY PERRY: NO REPORT

Motion by Linder Greathouse to adjourn, the motion was seconded by Kathy Baldwin; Meeting Adjourned at 8:20: PM.

Respectfully Submitted by
Cathlene Williams, Town Clerk, CMC



COMMUNITY REDEVELOPMENT AGENCY
BOARD OF DIRECTORS- ZOOM MEETING
MINUTES
SPECIAL SESSION
MEETING
11/4/2020
6:30 P.M.

MEMBERS PRESENT: Chairman Donovan Williams, Director Marilyn Davis-Sconions and Director Kathy Baldwin. **ABSENT:** Vice Chairman Michael Reece.

Also, in attendance: Michael Johnson, CRA Director, Attorney Jaimon Perry; Paula Bradshaw, Accounting, and Brian Clarke.

Chairman Williams called the CRA Board of Directors Meeting to order at 6:30 PM, followed by silent Prayer and the Pledge of Allegiance.

- I. CALL TO ORDER VIA ZOOM CONFERENCE
- II. PRESENTATION & AWARDS
- III. ADMINISTRATIVE/BOARD OF DIRECTORS DECISION
- IV. CONSENT AGENDA
- V. OLD BUSINESS ACTION ITEMS
- VI. NEW BUSINESS ACTION ITEM

- A. Approval of Resolution #2020-40 Property acquisition 343 E. Kennedy Blvd. A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOW) BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR, CHAIRMAN AND CRA ATTORNEY TO CONDUCT THE PURCHASE OF PROPERTY LOCATED AT 343 EAST KENNEDY BOULEVARD TO INCLUDE PREPARING TITLE WORK TO COMPLETE TRANSACTION AND CLOSING SAID TRANSACTION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mr. Johnson stated this is consistent with the CRA Plan under section 3.55 as described and supports land assembly, code enforcement demolition for redevelopment opportunities 4.17.3 acquisition or demolition; we are looking to purchase this property to consolidate two (2) parcels; one we already own, this is the adjacent parcel. We will be seeking a developer for mixed use project within the downtown CRA District, the cost is \$100,000, plus closing costs, estimate of about \$500. 00. Director Sconions asked Mr.

ATM



ORANGE COUNTY TAX COLLECTOR
SCOTT RANDOLPH
 INDEPENDENTLY ELECTED TO SERVE YOU

Orange County Notice of Ad Valorem Taxes & Non-Ad Valorem Assessments

DIXON OSCAR ESTATE
 C/O VIRGINIA DIXON
 PO BOX 996
 WINTER PARK, FL 32790-0996

Account Number: 0166368-1
 Assessed Value: 91,489
 Millage Code: 34 EVL
 Parcel Number: 35-21-29-4572-70730
 Address: 225 W KENNEDY BLVD EATONVILLE 32810
 Exemptions:

AD VALOREM TAXES						
Taxing Authority	Assessed Value	Exempt Value	Taxable Value	Millage	Tax Levied	
STATE SCHOOL	91,489	0	91,489	3.6090	\$330.18	
LOCAL SCHOOL	91,489	0	91,489	3.2480	\$297.16	
GEN COUNTY	91,489	0	91,489	4.4347	\$405.73	
EATONVILLE	91,489	0	91,489	7.2938	\$667.30	
LIBRARY	91,489	0	91,489	.3748	\$34.29	
SJWM	91,489	0	91,489	.2287	\$20.92	
Total Millage:				19.1890	Subtotal:	\$1,755.58
NON-AD VALOREM ASSESSMENTS						
Levying Authority	Phone	Amount	Levying Authority	Phone	Amount	
Subtotal:						\$1,755.58
Combined Total of Ad Valorem Taxes & Non-Ad Valorem Assessments						\$1,755.58

Pay Online, Opt-in to E-Billing and Print your Receipt at octaxcol.com.

Payments not received by March 31st are delinquent.

IF YOUR TAXES ARE NOT ESCROWED, PLEASE RETURN THE BOTTOM PORTION WITH YOUR PAYMENT.

0166368-1

225 W KENNEDY BLVD EATONVILLE 32810

35-21-29-4572-70730

LAKE LOVELY ESTATES SUB R/121 LOTS 73 74 76 & 77

BLK G (LESS S 10 FT OF LOTS 76 & 77)

TOWN OF EATONVILLE CRA

307 E KENNEDY BLVD

EATONVILLE FL 32751

ONLY PAY ONE AMOUNT	
If Paid By	Amount Due
Nov. 30, 2020	\$1,685.36
Dec. 31, 2020	\$1,702.91
Jan. 31, 2021	\$1,720.47
Feb. 28, 2021	\$1,738.02
Mar. 31, 2021	\$1,755.58

DIXON OSCAR ESTATE
 C/O VIRGINIA DIXON
 PO BOX 996
 WINTER PARK, FL 32790-0996

PAID - DO NOT PAY
 PAID 2003-08452233 \$1,685.36 11/5/2020

PO Box 545100
 Orlando FL 32854-5100

ATM



2020 Real Estate

ATM

2017 Real Estate Tax Deed Redemption



ORANGE COUNTY TAX COLLECTOR
SCOTT RANDOLPH
INDEPENDENTLY ELECTED TO SERVE YOU

**Orange County Notice of Ad Valorem Taxes
& Non-Ad Valorem Assessments**

Account Number: 2018-0007269
Assessed Value:
Millage Code:
Parcel Number: 35-21-29-4572-70730
Address:
Exemptions:

Tax Deed Applicant:
FLORIDA TAX CERTIFICATE FUND 1 MUNICIPAL
TAX LLC
PO BOX 775311
CHICAGO, IL 60677

DEED REDEEMED.

2018-0007269

35-21-29-4572-70730
LAKE LOVELY ESTATES SUB R/121 LOTS 73 74 76 & 77
BLK G (LESS S 10 FT OF LOTS 76 & 77)

Pay only with cash, cashier's check or
money order payable to:
Scott Randolph, Tax Collector

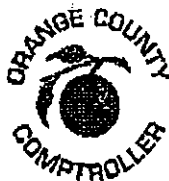
DEED INFORMATION	
Total Amount Due	\$0.00
Total Certificates	\$2,748.40
Total Taxes	\$1,878.97
Title Search Fee	\$150.00
T.C. Fee	\$183.25
Comptroller Fees	\$336.60
Comptroller Interest	\$553.77

TOWN OF EATONVILLE CRA
307 E KENNEDY BLVD
EATONVILLE FL 32751

Paid By: TOWN OF EATONVILLE CRA
Paid: \$5,850.99 on 11/5/2020
2003-06452233

ATM

2017 Real Estate Tax Deed Redemption

**WARNING**

There are unpaid taxes on the property which you own or in which you may have a legal interest. The property will be sold at public auction on 11/12/2020 unless the back taxes are paid. To receive further information, contact the Orange County Comptroller's Tax Deed Office at 109 E. Church Street, Suite 300, Orlando, FL 32801 or by telephone at (407) 836-5116.

NOTICE OF APPLICATION FOR TAX DEED

Notice is hereby given that FLORIDA TAX CERTIFICATE FUND 1 MUNICIPAL TAX LLC has filed for a TAX DEED to be issued. The Certificate number and year of issuance, the description of the property, and the names in which it was assessed are as follows:

CERTIFICATE NUMBER: 2018-7269 **YEAR OF ISSUANCE: 2018**

DESCRIPTION OF PROPERTY:

LAKE LOVELY ESTATES SUB R/121 LOTS 73 74 76 & 77 BLK G (LESS S 10 FT OF LOTS 76 & 77)

A TRUE COPY
JOHN W. MINA, SHERIFF
ORANGE COUNTY, FLORIDA

PARCEL ID # 35-21-29-4572-70-730

Name in which assessed: OSCAR DIXON ESTATE

Served at 2995 W. on the 29 d.
of September 2020
By: *[Signature]*
As Deputy Sheriff

ALL of said property being in the County of Orange, State of Florida. Unless such certificate is redeemed according to law, the property described will be sold to the highest bidder online at www.orange.realtaxdeed.com, 11/12/2020 at 10:00 a.m., ET.

Dated: 09/24/2020

Phil Diamond, County Comptroller
Orange County, Florida
By:

M Hildebrandt

Deputy Comptroller



Contact the Tax Deed Office at (407) 836-5116 to obtain the amount necessary to redeem.

Payment must be CASH, CASHIERS CHECK or MONEY ORDER made payable to ORANGE COUNTY TAX COLLECTOR.

Send payment to:

Orange County Tax Collector
Attn: Delinquent Department
200 S. Orange Ave., Ste. 1600
Orlando, Florida 32801

IF THE PROPERTY PROCEEDS TO SALE, YOU WILL RECEIVE NOTICE FROM US REGARDING SURPLUS FUNDS. YOU MAY CLAIM THE FUNDS DIRECTLY FROM OUR OFFICE, FREE OF CHARGE. PAYING A FEE FROM THE SURPLUS FOR ASSISTANCE FROM A THIRD PARTY IS NOT REQUIRED.

**WARNING**

There are unpaid taxes on the property which you own or in which you may have a legal interest. The property will be sold at public auction on 11/12/2020 unless the back taxes are paid. To receive further information, contact the Orange County Comptroller's Tax Deed Office at 109 E. Church Street, Suite 300, Orlando, FL 32801 or by telephone at (407) 836-5116.

NOTICE OF APPLICATION FOR TAX DEED

Notice is hereby given that FLORIDA TAX CERTIFICATE FUND 1 MUNICIPAL TAX LLC has filed for a TAX DEED to be issued. The Certificate number and year of issuance, the description of the property, and the names in which it was assessed are as follows:

CERTIFICATE NUMBER: 2018-7269 **YEAR OF ISSUANCE:** 2018

DESCRIPTION OF PROPERTY:

LAKE LOVELY ESTATES SUB R/121 LOTS 73 74 76 & 77 BLK G (LESS S 10 FT OF LOTS 76 & 77)

A TRUE COPY
JOHN W. MINA, SHERIFF
ORANGE COUNTY, FLORIDA

PARCEL ID # 35-21-29-4572-70-730

Name in which assessed: OSCAR DIXON ESTATE

Served at 0995 J.M. on the 28th day
of January 2020
By: *[Signature]*
As Deputy Sheriff

ALL of said property being in the County of Orange, State of Florida. Unless such certificate is redeemed according to law, the property described will be sold to the highest bidder online at www.orange.realtaxdeed.com, 11/12/2020 at 10:00 a.m., ET.

Dated: 09/24/2020

Phil Diamond, County Comptroller
Orange County, Florida
By:

M Hildebrandt

Deputy Comptroller



Contact the Tax Deed Office at (407) 836-5116 to obtain the amount necessary to redeem.

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Orlando, Florida 32801

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\$ 5771.88

1800.00

By Friday

Nov. 01, 2020

7571.88 Due
on 12th

Sale Nov. 12th

10:00AM

Tommy Dixon

321-287-9845

The Orange County Tax Collector makes every effort to produce and publish the most current and accurate information possible. The information expressed or implied, are provided for the data herein, its use, or its interpretation. The assessed values are NOT certified values subject to change before being finalized for ad valorem tax purposes. Utilization of the search facility indicates understanding and statement by the user. This Site Should not be relied upon for a title search.

Parcel/Tangible 35-21-29-4572- **Owner & Address:**
Number: 70730 **DIXON OSCAR ESTATE/O VIRGINIA DIXON PO BOX 996 WINTER PARK, FL**
Date: 11/3/2020 **0996**
Tax Year: 2020
Total Assessed Value: \$91,489 **Legal** LAKE LOVELY ESTATES SUB R/121 LOTS 73 74 76 & 77 BLK C
Taxable Value: \$91,489 **Description:** OF LOTS 76 & 77)
Gross Tax Amount: \$1,755.58 **Location** 225 W KENNEDY BLVD EATONVILLE 32810
Millage Code: 34 EVL **Address:**

Comments:

THIS ACCOUNT HAS THE FOLLOWING SPECIAL STATUS(ES): TAX DEED PENDING FOR FURTHER INFORMATION, PLEASE CALL
 Note: The "Certified Owner" is the Owner of record on the Tax Roll. Check the "Certified Owner" check box and select if see the certified owner.

Current Taxes and Unpaid Delinquent Warrants:

Year	Owner Information	Amount Due	View Bill/Receipt	Certified Owner	Make Payment
2020	DIXON OSCAR ESTATE	\$1,685.36	Taxbill	<input type="checkbox"/>	
2019	DIXON OSCAR ESTATE	* PAID (View Taxbill For Receipt) *	Taxbill	<input type="checkbox"/>	
2014	DIXON OSCAR	* PAID (View Taxbill For Receipt) *	Taxbill	<input type="checkbox"/>	
2011	DIXON OSCAR ESTATE	* PAID (View Taxbill For Receipt) *	Taxbill	<input type="checkbox"/>	
2010	DIXON OSCAR ESTATE	* PAID (View Taxbill For Receipt) *	Taxbill	<input type="checkbox"/>	
2009	DIXON OSCAR ESTATE	* PAID (View Taxbill For Receipt) *	Taxbill	<input type="checkbox"/>	
2008	DIXON OSCAR ESTATE	* PAID (View Taxbill For Receipt) *	Taxbill	<input type="checkbox"/>	
2007	DIXON OSCAR ESTATE	* PAID (View Taxbill For Receipt) *	Taxbill	<input type="checkbox"/>	
2006	DIXON OSCAR ESTATE	* PAID (View Taxbill For Receipt) *	Taxbill	<input type="checkbox"/>	

Unpaid Real Estate Certificates:

Year	Current Payoff	If Paid By	Current Payoff	If Paid By	Make Payment
* NONE *	* NONE *	* NONE *	* NONE *	* NONE *	* NONE *

Other Real Estate Certificates:

Year	Face Value	Certificate Number	Status	Amount Paid
2016	\$598.08	2017-0007614	Paid	\$634.23
2015	\$607.58	2016-0008059	Paid	\$644.21

* UNPAID DELINQUENT TAXES MUST BE PAID BY A CASHIERS CHECK, MONEY ORDER, OR CERTIFIED FUNDS AND A LAST BUSINESS DAY OF THE MONTH.

2012 ? TAX DEED
 2013 ? TAX DEED
 2014 ? TAX DEED
 2015 ? TAX DEED
 2016 ? TAX DEED
 2017 ? TAX DEED
 2018 ? TAX DEED
 2019 ? TAX DEED
 2020 \$1685.36

\$596.35 + interest
 \$2015.22 + interest
 \$1878.97 + interest
 2018-7269
 \$7536.35

Homestead removed in 2018

407-836-5116
 Comptroller
 407-434-0312
 WFL transfer
 Church & Orange
 200 S. Orange Ave

9257.24

11/5/2020

EATONVILLE COMMUNITY REDEVELOPMENT AGENCY Mail - TAX DEED 18-7269

Section VI. Item #8.



Paula Bradshaw <pbradshaw@eatonvillecra.org>

TAX DEED 18-7269

1 message

Aracelis Morales <amorales@octaxcol.com>

Thu, Nov 5, 2020 at 4:25 PM

To: "pbradshaw@eatonvillecra.org" <pbradshaw@eatonvillecra.org>

Good afternoon

Wire received. As soon as paid I will send you the receipt.

Thank you

Aracelis Morales, CFCA

For the Office of Scott Randolph

Delinquent Tax Department

200 S. Orange Ave., Suite 1600

Orlando, FL 32801

407-836-2702

amorales@octaxcol.com

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made as of this _____ day of November, 2020 by and between Estate of Oscar Dixon and Tommy Dixon ("Seller"), and Town of Eatonville Community Redeployment Agency ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the fee simple owner of all of that certain parcel of real property described as 225 W. Kennedy Blvd., Orlando, Florida 32810, as is more particularly described on Exhibit "A" attached hereto and incorporated herein together with all buildings and improvements situated thereon, all right, title, and interest of Seller in and to any land lying in the bed of any existing dedicated street, road, or alley adjoining thereto, all strips and gores adjoining thereto, and all rights, ways, easements, privileges, and appurtenances thereunto belonging (the "Property").

WHEREAS, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. **Agreement to Sell and Purchase.** Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, on the terms and conditions hereinafter set forth. The Property excludes personal property on the premises.

2. **Purchase Price and Terms.** The purchase price for the Property (the "Purchase Price") shall be _____ and No/100 Dollars (\$_____). The Purchase Price shall be payable as follows:

2.1 **Past Due Tax Obligations.** By November 11, 2012²⁰²⁰, the Purchaser shall satisfy the tax obligation on the Property to redeem the Property and prevent the Property from being sold at a tax deed auction. The redemption is estimated to be \$7,571.88. Upon signing this agreement, Seller shall sign a promissory note and mortgage for the amount advanced to pay the past due taxes in the event this transaction fails to close.

2.2 **Life Estate Interest.** Seller shall retain a life estate interest in the Property, but said life estate interest is restricted to the residential portion located on Lots 73 and 74 of the Property. The remaining lots of the Property, Lots 76 and 77 are currently vacant and shall not be encumbered by a life estate interest. The Seller shall be required to maintain homeowner's insurance from the residential property and pay his portion of real estate property taxes for Lots 73 and 74, the residential portion.

2.3 **Probate.** The Property is currently in the name of Oscar Dixon. Oscar Dixon and his spouse, Virginia Dixon, are deceased. Tommy Dixon is the sole heir of the Dixons. In concert with purchase transaction, Tommy Dixon will assist with the probate administration of Oscar Dixon and if necessary, Virginia Dixon. Further

upon execution of this Agreement, Tommy Dixon will executed a quit claim, which includes the life estate interest for himself, in favor of the Purchaser to be held in escrow upon completion of the probate administration.

2.3 Cash at Closing. At the Closing, Purchaser shall pay the Purchase Price in cash, cashier's check, or wire transfer of funds, of which sum the Deposit shall, at Purchaser's option, be a part.

3. Contingency.

3.1. Financing. Not applicable.

4. Investigation of Property.

4.1 Delivery of Documents. Within ten (10) days after full execution of this Agreement, Seller shall deliver to Purchaser copies of all existing agreements, surveys, engineering, architectural, or zoning documents, tests, or reports, and title insurance policies or reports, if any, relating to the Property which are in Seller's possession or under Seller's control. Prior to closing hereunder, Seller shall, upon request of Purchaser, provide such other documents and information relating to the Property as Purchaser may reasonably request and which are in Seller's possession or under Seller's control.

4.2 Inspection of Property. Purchaser and its agents and representatives shall have the right to enter onto the Property prior to the Closing for purposes of conducting surveys, soil tests, market studies, engineering tests and such other tests, investigations, studies, and inspections as Purchaser deems necessary or desirable to evaluate the Property, provided that: (i) all such tests, investigations, studies, and inspections shall be conducted at Purchaser's sole expense; (ii) such tests, investigations, studies, and inspections shall not cause any material injury to the Property; (iii) any such test and investigations that require entrance into the space currently occupied by third parties shall not be performed without the sellers prior approval which shall not be unreasonably withheld; and (iv) Purchaser shall indemnify and hold Seller harmless from and against any losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of damage to the Property or personal injury resulting from Purchaser's or its agents' or representatives' negligence in connection with the activities contemplated in this Section 4.2; provided, however, that the foregoing indemnity obligation shall be limited to Seller's actual damages only, and neither Purchaser nor its agents and representatives shall have liability for consequential, indirect, or punitive damages.

4.3 Inspection Period. In the event that Purchaser is not satisfied, in its sole discretion, with the feasibility of Purchaser's acquisition and development of the Property, Purchaser shall have the right to terminate this Agreement. Such right shall be exercised by written notice to Seller within five (5) days after the Effective Date (the "Inspection Period"). Upon any such termination, the Deposit shall be promptly returned to Purchaser, Purchaser shall return to Seller all items received by Purchaser pursuant to

Section 4.1 hereof, and the parties hereto shall be released from any further liabilities or obligations hereunder except for the indemnification obligations set forth in Section 4.2.

5. Title/Survey.

5.1 Condition at Closing. At the Closing, Seller shall convey fee simple title to the Property, marketable and good of record and in fact, and insurable as such by such title insurance company as Purchaser may choose, at regular rates, on an ALTA Form B Owner's Policy, free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, or other matters whatsoever, whether recorded or unrecorded, except for: (i) the lien of real estate taxes or assessments not yet due and payable; and (ii) Title Objections approved by Purchaser pursuant to Section 5.2 hereof.

5.2 Title Objections. Within five (5) days after the Effective Date, Purchaser shall obtain a title insurance commitment (the "Title Commitment") issued by The Perry Law Group LLC, as agent for Old Republic National Title Insurance Company. If Purchaser determines that any matter or matters affecting the Property are unacceptable, Purchaser shall notify Seller in writing of such matter or matters (the "Title Objections") within ten (10) days after the Effective Date (the "Title Examination Period"). Within ten (10) days after receipt of the Title Objections, Seller shall notify Purchaser either that: (i) Seller shall correct such Title Objections; or (ii) Seller shall not correct such Title Objections. In the event that Seller elects to correct such Title Objections, Seller shall correct such Title Objections at or prior to the Closing. In the event that Seller elects to not correct such Title Objections, Purchaser shall have the right, in its sole discretion, to either: (i) accept title "as is"; or (ii) terminate this Agreement, in which event the Deposit shall be promptly returned to Purchaser and the parties hereto shall be released from any further liabilities or obligations hereunder. Any matters to which Purchaser does not object during the Title Examination Period shall be deemed acceptable to Purchaser; provided, however, that Purchaser shall have the continuing right to have the Title Commitment updated from time to time and to give Seller written notice of any additional Title Objections, which Title Objections shall be addressed in the manner set forth hereinabove. In the event Purchaser notifies Seller of any Title Objections, and Seller fails to notify Purchaser within the period set forth above of its election to cure or not cure such Title Objections, Seller shall be deemed to have elected to cure such Title Objections. Notwithstanding the provisions of this Section 5.2 and regardless of whether included in the Title Objections, Seller shall, at Seller's sole expense, release at or prior to the Closing all liens and encumbrances securing the payment of money.

5.3 Survey. Purchaser, at its sole cost and expense, shall cause a survey of the Property ("Survey") to be prepared by a land surveyor duly licensed and registered as such in the State of Florida accordance with the minimum technical standards established by the Florida Board of Land Surveyors pursuant to Section 472.027, Florida Statutes, Florida Statutes, and the regulations promulgated thereunder being Chapter 61617-6, Florida Administrative Code. The Survey shall also show the legal description of the Real Property and all easements affecting the Real Property. If the Survey shows any encroachments or other adverse matters affecting title to the Real Property (other than the Permitted Exceptions), Purchaser shall notify Seller of any such matters to which

Purchaser objects in writing within three (3) days from the date of completion of the Survey. Such notice shall specify in detail those matters which are deemed by Purchaser to adversely affect the title to the Real Property. The matters revealed by the survey shall be treated as Title Objections pursuant to Section 5.2 hereof.

6. **Obligations Pending Closing.** Between the Effective Date and the Closing or earlier termination of this Agreement:

6.1 **Title to Property.** Except as may be necessary to cure Title Objections and as provided for in Section 6.2 below, Seller shall not sell, assign, rent, lease, convey (absolutely or as security), grant a security interest in, or otherwise dispose of, encumber, or cause or permit any change in the status of title to the Property;

6.2 **Condition of Property.** Seller shall not cause or permit any adverse change in the condition of the Property, reasonable wear and tear excepted.

6.3 **Condemnation or Destruction.** In the event any governmental agency should notify Seller, or if Seller should become aware, of any permanent or temporary actual or threatened taking of all or any portion of the Property, or if any material portion of the Property is damaged or destroyed, Seller shall promptly notify Purchaser of the same. Purchaser shall thereupon be entitled, at its sole option: (i) to proceed to the Closing with no reduction in the Purchase Price, in which event any and all proceeds of such taking, or insurance proceeds from any such damage or destruction, shall be delivered to or assigned to Purchaser at the Closing; or (ii) to terminate this Agreement, in which event the Deposit shall be promptly returned to Purchaser and all parties shall be relieved from any further liabilities or obligations hereunder; and

7. **Conditions to Closing.** In addition to all other conditions set forth herein, the obligation of Purchaser to consummate the transaction contemplated herein is subject to the satisfaction, at or prior to the Closing, of the following conditions, any of which may be waived, in whole or in part, in writing by Purchaser at or prior to the Closing, in which event this Agreement shall be deemed terminated and, unless such failure is the result of a default by Purchaser hereunder, the Deposit shall be returned to Purchaser:

7.1 **Representations and Warranties.** The representations and warranties of Seller set forth herein shall be true and correct in all material respects as of the Effective Date and the Closing.

7.2 **Performance of Obligations.** As of the Closing, Seller shall have performed and complied with all of the covenants and conditions required to be performed by it under this Agreement, and all deliveries to be made by Seller at Closing shall have been tendered.

7.3 **Title.** Title to the Property shall be in the condition required by Section 5 hereof.

8. Closing.

8.1 **Time and Place.** The closing of the transaction contemplated under this Agreement (the "Closing") shall be held on or before November 11, 2020 or when agreed to by the parties. The Closing shall be held at the offices of The Perry Law Group LLC or a place mutually convenient for the parties.

8.2 Deliveries by Seller. At the Closing, Seller shall:

8.2.1 Execute, acknowledge, and deliver a statutory general warranty deed conveying to Purchaser good, indefeasible, and marketable fee simple title to the Property

8.2.2 Execute, acknowledge, and deliver a Non-Foreign Affidavit as required under Section 9.2 hereof;

8.2.3 Execute, acknowledge, and deliver a customary title insurance affidavit sufficient to cause the issuance of the owner's title insurance policy without the standard pre-printed exceptions other than ad valorem taxes and assessments for the year of closing, unless closing occurs after November 1 in which case the exception would be for ad valorem taxes and assessments for the following year and thereafter; and

8.2.4 Execute, acknowledge (as appropriate), and deliver such additional documents as may be necessary or customary to consummate the transactions contemplated herein.

8.3 Deliveries by Purchaser. At the Closing, Purchaser shall:

8.3.1 Pay the Purchase Price in accordance with Section 2 hereof; and

8.3.2 Execute, acknowledge (as appropriate), and deliver such additional documents as may be necessary or customary to consummate the transactions contemplated herein.

8.4 **Closing Adjustments.** Real estate taxes and, if applicable, rents, water and sewer charges, and fuel, gas, electricity, telephone and other utility charges, shall be prorated and adjusted to the date of the Closing. If the amount of the current year's taxes has not been established by the taxing authorities as of the Closing, taxes shall be prorated based on an estimate in accordance with the most recent certificate of taxes issued by the taxing authorities. If taxes are prorated based on an estimate at the Closing, then Purchaser and Seller agree to readjust such proration at the request of either party upon the establishment of the actual amount. Any special assessments imposed by any governmental agency or authority which are noticed and existing as of the date hereof shall be satisfied by Seller at or prior to the Closing hereunder.

8.5 **Closing Costs.** Purchaser shall pay all applicable transfer and documentary stamp taxes on the deed, the premium for the owner's policy of title

insurance to be issued to Purchaser with respect to the property, recordation expenses for any instruments necessary to cure Title Objections and the deed(s). Purchaser shall pay the cost of examination of title with respect to the Property, the costs of any survey, costs associated with any mortgage financing including the costs of a mortgagee's policy of title insurance, and Purchaser's attorneys fees.

8.6 **Possession.** Seller shall retain a life estate interest in the residential portion of the Property and possess Lots 73 and 74. Seller shall not have rights to and possess the commercial portion of the Property, Lots 76 and 77.

9. **Representations, Warranties, and Covenants of Seller.** Seller represents, warrants, and covenants to Purchaser as follows, all of which representations and warranties are true and correct as of the date hereof and shall be true and correct as of the Closing hereunder:

9.1 Seller: (i) has full power and authority to sell the Property to Purchaser without the consent of any other person or entity; (ii) is the sole legal and equitable owner of record and in fact of good and marketable fee simple title to the Property;

9.2 Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code, and Seller shall execute an affidavit to such effect in the form to be provided by Purchaser, failing which Purchaser may proceed with the withholding provisions as provided by applicable law. Seller shall indemnify Purchaser and its agents against any liability or cost, including reasonable attorneys' fees, in the event that this representation or the affidavit provided by Seller at the Closing is false;

9.3 There is not pending or, to the best of Seller's knowledge, threatened, any litigation, proceeding, or investigation relating to the Property (including without limitation, the land use and zoning classification thereof) or Seller's title thereto (including, without limitation, any eminent domain or condemnation proceedings), nor does Seller have reasonable grounds to know of any basis for such litigation, proceedings, or investigations;

9.4 To the best of Seller's knowledge, there exists no violation of any law, regulation, orders, or requirements issued by any governmental agency or authority, or action in any court on account thereof, against or affecting the Property;

9.5 To the best of Seller's knowledge, there are no "hazardous materials," as hereinafter defined, located in, on, or under the Property. Seller is not a generator of any such hazardous materials and has conducted its activities on and from the Property in full compliance with all hazardous waste emission, reporting, and removal requirements imposed by applicable law. There are not now, nor to the best of Seller's knowledge has there ever been, any underground or aboveground storage tanks located at or within the Property. For purposes hereof, "hazardous materials" shall mean any substance, material, waste, gas, or particulate matter which is regulated by any local governmental authority, the State of Florida, or the United States Government, including, without limitation, any material or substance which is: (a) defined as a "contaminant," "pollutant," "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or

"restricted hazardous waste" under any provision of Florida law; (b) petroleum products; (c) asbestos; (d) polychlorinated biphenyl; (e) radioactive material; (f) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251 et seq. (33 U.S.C. §1317); (g) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation & Recovery Act, 42 U.S.C. §6901 et seq (42 U.S.C. §6903); or (h) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601);

9.6 The sale of the Property pursuant to this Agreement will not violate any law, ordinance, or governmental regulation;

9.7 Seller has no knowledge of any change contemplated in any applicable laws, ordinances, or regulations, any judicial or administrative action, proceeding, or investigation, any action by owners of land adjoining the Property, or natural or artificial conditions upon the Property, which would restrict or prohibit Purchaser's use and development of the Property;

9.8 To the best of Seller's knowledge, all documents and other information provided by Seller to Purchaser pursuant to this Agreement will be true and complete in all material respects;

9.9 To the best of Seller's knowledge, no representation, warranty, or covenant by Seller in this Agreement contains or will contain any untrue statement of material fact, or omits or will omit to state a material fact necessary to make the statements therein not misleading; and

10. **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller as follows, all of which representations and warranties are true and correct as of the date hereof and shall be true and correct as of the Closing:

10.1 Purchaser: (i) is a corporation organized, validly existing, and in good standing under the laws of the State of Florida; (ii) has full power and authority to purchase the Property from Seller without the consent of any person or entity; and (iii) has authorized the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby.

10.2 The person executing this Agreement on behalf of Purchaser represents and warrants that he or she is an officer of Purchaser, has been duly authorized by Purchaser to execute this Agreement, and has full power and authority to execute the same on behalf of Purchaser.

11. Default.

11.1 If Purchaser defaults by failing to complete settlement as herein provided, the entire Deposit shall be paid to Seller as liquidated damages, and the parties hereto

shall be relieved from any further liabilities or obligations hereunder. Seller's right to receive the Deposit shall be Seller's sole and exclusive remedy hereunder for a default by Purchaser, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which Seller may suffer upon Purchaser's default. Seller's retention of the Deposit as provided herein is intended not as a penalty but as full liquidated damages, and Seller hereby waives and releases any right to (and covenants that it shall not) sue Purchaser: (i) for specific performance of this Agreement; or (ii) to recover actual damages in excess of the Deposit.

11.2 If Seller fails to complete settlement as herein provided, or if Seller otherwise defaults in any manner under this Agreement, Purchaser, in addition to the right to terminate this Agreement and obtain a refund of the Deposit, shall have the right to undertake any and all legal and equitable actions, including, without limitation, a suit for specific performance.

12. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be hand-delivered, delivered by overnight courier, sent by facsimile transmission, or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at their respective addresses set forth below, or at such other addresses of which either party shall notify the other party in accordance with the provisions hereof, and shall be deemed given as of the time of such mailing, facsimile transmission, or delivery, as applicable:

If to Seller:

With a copy to:

If to Purchaser:

With copy to:

13. **Binding Effect and Assignment.** Seller and Purchaser agree that the terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, their respective heirs, legal representatives and assigns. Purchaser shall have the absolute right to assign this Agreement, provided that any such assignment shall not release Purchaser from its obligations hereunder. In the event Purchaser elects to assign this Agreement to a trust, Seller acknowledges and agrees that: (i) the trustee(s) of any such trust shall be acting not individually or personally but solely in its or their capacity as a trustee; (ii) each of the representations, undertakings, and agreements herein made on the part of Purchaser shall be deemed made not as personal representations, undertakings, and agreements of such trustee(s); and (iii) such trustee(s) shall have no personal liability for the payment of any indebtedness or expenses nor be liable for the breach or failure of any of obligation, representation, warranty, or covenant made or undertaken hereunder or under any instrument or document required or contemplated herein. In the event of such an assignment, Seller agrees to acknowledge the foregoing in a written instrument for the benefit of such trustee(s).

14. **Escrow Agent.** Escrow Agent may act upon any instrument or writing believed by it in good faith to be genuine and executed by the proper person, and shall not be liable in connection with the performance of its duties hereunder except for its own willful misconduct or gross negligence. In the event of any dispute or litigation hereunder concerning the disposition of the Deposit, Escrow Agent shall have the right to pay the same and all interest thereon into the registry of any court of competent jurisdiction, and Escrow Agent shall thereupon be released from any further liabilities with respect to the Deposit except as aforesaid. Any costs or fees incurred by Escrow Agent, including attorneys' fees, shall be paid from the Deposit. Seller acknowledges that Escrow Agent is counsel for Purchaser and agrees that its service as Escrow Agent shall not prevent it from continuing to act as Purchaser's counsel in the event of any dispute over entitlement of the Deposit, and Seller consents to such representation.

15. **Tax-Free Exchange.** Seller and Purchaser agree that Seller shall have the option to arrange for a tax-free exchange of the Property under Section 1031 of the Internal Revenue Code, provided that no additional cost, liability, or time delay is occasioned to Purchaser by virtue of such tax-free exchange, and under no circumstances will Purchaser be required to take title to any property other than the Property. Purchaser agrees to cooperate with Seller in the arrangement of such a tax-free exchange, but in the event Seller is not successful in arranging such an exchange, Seller shall be obligated to complete the transaction as contemplated herein. Seller agrees to indemnify, defend, and hold Purchaser harmless from and against any cost, expense, liability, tax, charge, penalty, or other claim or damage arising out of or resulting from Seller's or Purchaser's activities pursuant to this Section.

16. **Miscellaneous.** This Agreement contains the entire understanding between the parties hereto with respect to the Property and is intended to be an integration of all prior or contemporaneous agreements, conditions or undertakings between the parties hereto; there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between and among the parties hereto with respect to the Property other than as set forth herein. No change or modification of this Agreement shall be valid unless the same is in writing and signed by Seller and Purchaser. No purported or alleged waiver of any of the provisions of this Agreement shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced. All representations, warranties and covenants herein shall not be merged in the deed of conveyance but shall survive the Closing. It is agreed that time is of the essence in the performance of the terms of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which counterparts taken together shall constitute one agreement. To facilitate execution and delivery of this Agreement, the parties hereto (and other signatories hereto) may exchange counterparts of the executed signature pages hereof by facsimile transmission. The signature of any party to any counterpart may be appended to any other counterpart. In the event of litigation or other proceeding in connection with or arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, its reasonable attorneys' fees and costs.

17. **Interpretation.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Captions herein are for convenience of reference only and in no way define, limit or expand the scope or intent of this Agreement. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female, and vice versa. This Agreement may be executed in two or

more counterparts, all of which together shall constitute but one and the same Agreement. In the event that one or more of the provisions hereof shall be held to be illegal, invalid or unenforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.

18. **Effective Date.** As used herein, the term “Effective Date” means that date upon which the last of Seller and Purchaser have executed this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal on the date first above written.

SELLER:

ESTATE OF OSCAR DIXON

By: Tommy Dixon
Tommy Dixon, Sole Hier

Tommy Dixon
TOMMY DIXON

Date: 11 | 3 | 2020

PURCHASER:

TOWN OF EATONVILLE COMMUNITY
REDEPLOYMENT AGENCY

By: DW
Print Name: Donovan Wierpals
Its: Chairman

Date: 11 | 05 | 20

EXHIBIT "A"
[Description of Property]

That certain property owned by Seller containing .35 acres more or less, located at:

LAKE LOVELY ESTATES SUB R/121 LOTS 73 74 76 & 77 BLK G (LESS S 10 FT OF LOTS 76 & 77)

The parties agree that the property to be conveyed shall be more particularly described as set forth in the survey to be conducted under Section 5.3.

Property Record - 35-21-29-4572-70-730

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

Property Summary

Property Name

225 W Kennedy Blvd

Names

Dixon Oscar Estate

Municipality

EVL - Eatonville

Property Use

0103 - Single Fam Class III

Mailing Address

C/O Virginia Dixon
Po Box 996
Winter Park, FL 32790-0996

Physical Address

225 W Kennedy Blvd
Orlando, FL 32810



QR Code For Mobile Phone










292135457270730 01/30/2007



Value and Taxes

Historical Value and Tax Benefits

Tax Year Values	Land	Building(s)	Feature(s)	Market Value	Assessed Value
2020	\$36,809	+ \$53,770	+ \$910 = \$91,489 (-2.4%)	\$91,489 (-2.4%)	
2019	\$36,809	+ \$56,054	+ \$910 = \$93,773 (-.33%)	\$93,773 (-.33%)	
2018	\$36,809	+ \$56,362	+ \$910 = \$94,081 (32%)	\$94,081 (71%)	
2017	\$32,809	+ \$37,712	+ \$910 = \$71,431	\$54,891	

Tax Year Benefits	Original Homestead	Additional Hx	Other Exemptions	SOH Cap	Tax Savings
2020 	n/a	n/a	n/a	n/a	\$0
2019 	n/a	n/a	n/a	n/a	\$0
2018 	n/a	n/a	n/a	n/a	\$0
2017    	\$25,000	\$4,891	\$500	\$16,540	\$895

2020 Taxable Value and Estimate of Proposed Taxes

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes	%
Public Schools: By State Law (Rle)	\$91,489	\$0	\$91,489	3.6090 (-6.53%)	\$330.18	19 %
Public Schools: By Local Board	\$91,489	\$0	\$91,489	3.2480 (0.00%)	\$297.16	17 %
Orange County (General)	\$91,489	\$0	\$91,489	4.4347 (0.00%)	\$405.73	23 %
Town Of Eatonville	\$91,489	\$0	\$91,489	7.2938 (0.00%)	\$667.30	38 %
Library - Operating Budget	\$91,489	\$0	\$91,489	0.3748 (0.00%)	\$34.29	2 %
St Johns Water Management District	\$91,489	\$0	\$91,489	0.2287 (-5.26%)	\$20.92	1 %
				19.1890	\$1,755.58	

2020 Non-Ad Valorem Assessments

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

Property Features

Property Description

LAKE LOVELY ESTATES SUB R/121 LOTS 73 74 76 & 77 BLK G (LESS S 10 FT OF LOTS 76 & 77)

Total Land Area

15,049 sqft (+/-) | 0.35 acres (+/-) GIS Calculated

Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class	Unit Price	Class Value
0100 - Single Family	R-2	1 LOT(S)	\$15,000.00	\$15,000	\$0.00		\$15,000
1000 - Comm Vacant Land	R-2	5650 SQUARE FEET	\$3.86	\$21,809	\$0.00		\$21,809

Buildings

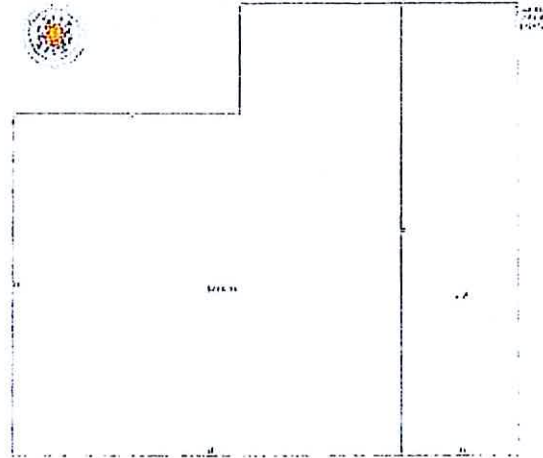
Model Code	01 - Single Fam Residence	Subarea Description	Sqft	Value
Type Code	0103 - Single Fam Class III	BAS - Base Area	1266	\$96,444
Building Value	\$53,770	USP - Unf S Prch	451	\$10,284
Estimated New Cost	\$106,728			
Actual Year Built	1958			
Beds	2			

3/31/2021

225 W Kennedy Blvd

Section VI. Item #8.

Baths	1.0
Floors	1
Gross Area	1717 sqft
Living Area	1266 sqft
Exterior Wall	Conc/Cindr
Interior Wall	Drywall



Extra Features

Description	Date Built	Units	Unit Price	XFOB Value
AB1 - Accessory Building 1	01/01/1998	140 Square Feet	\$10.00	\$910

Sales

Sales History

Sale Date	Sale Amount	Instrument #	Book/Page	Deed Code	Seller(s)	Buyer(s)	Vac/Imp
06/01/1988	\$100	19883022962	03988 / 3743	Warranty Deed			Improved
05/01/1988	\$50,000	19883011787	03984 / 1100	Warranty Deed			Improved

Prepared by:
 Jaimon H. Perry
 The Perry Law Group LLC
 37 North Orange Avenue, Suite 500
 Orlando, Florida 32801

Property Appraisers Parcel Identification (Folio) Numbers:
 35-21-29-4572-70-730

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT executed this 9th day of December, 2020 by Tommy Dixon, whose address is 225 W. Kennedy Blvd., Orlando, Florida 32810 (herein collectively called "mortgagor") to the Town of Eatonville Community Redevelopment Agency having an address at 370 E. Kennedy Blvd., Eatonville, Florida 32751 (herein called mortgagee).

For Ten (\$10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, mortgagor does grant, bargain, sell and convey to mortgagee, its successors and assigns, in fee simple, all the certain land of which mortgagor is now the legal owner, and in actual possession, situated in the County of Orange, State of Florida, more particularly described as follows:

Lots 73, 74, 76 & 77 (less S. 10 ft. of Lots 76 & 77), BLOCK G, LAKE LOVELY ESTATES SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book R, Page(s) 121, of the Public Records of Orange County, Florida.

a/k/a 225 W. Kennedy Blvd., Orlando, Florida 32810

Folio No. 35-21-29-4572-70-730

Together with all structures and improvements now and hereafter located on the land and the fixtures attached thereto, together with all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof, all the estate, right, title, interest, and all claims and demands whatsoever, in law and in equity, of mortgagor in and to the same, and every part and parcel thereof, and all fixtures now or hereafter attached to or used in connection with the premises herein described.

To have and to hold the same, together with the tenements, hereditaments, and appurtenances unto mortgagee, and its successors and assigns, in fee simple.

Mortgagor covenants with mortgagee, its successors, legal representatives, and assigns, that mortgagor is indefeasibly seized of the land in fee simple; that mortgagor has full power and lawful right to convey the land in fee simple; that the land is free from all encumbrances, except as may be set forth herein; that mortgagor will make such further assurances to protect the fee simple title to the land in mortgagee, its successors, legal representatives, or assigns, as may reasonably be required; that mortgagor does hereby fully warrant the title of the land and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if mortgagor shall pay to mortgagee, its successors, legal representatives, or assigns, all obligations evidenced by that certain Mortgage Note, dated the date hereof made by mortgagor in the original principal amount of \$7,536.35, and shall perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the Mortgage Note and of this mortgage, and shall pay all taxes which may accrue on the property and all costs and expenses mortgagee, its successors or assigns may be put to in collecting the obligations or in foreclosure of this mortgage or otherwise, including reasonable attorneys' fees, then this mortgage and the estate hereby created shall cease and be null and void.

And mortgagor does hereby covenant and agree with the mortgagee as follows:

1. To pay all sums of money payable by virtue of the Mortgage Note and this mortgage, or either, promptly on the days respectively the same severally become due.
2. To pay the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the described property, and if the same are not promptly paid, mortgagee, its successors, legal representatives, or assigns may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of eighteen per cent (18%) per annum.
3. To pay all the costs, charges, and expenses, including attorneys' fees, reasonably incurred or paid at any time by mortgagee, its successors, legal representatives or assigns, because of failure by mortgagor to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the Mortgage Note and this mortgage, or either, and every such payment shall bear interest from date at the rate of eighteen percent (18%) per annum. Mortgagor agrees that in the event of foreclosure, a legal fee of ten percent of the principal balance due on this mortgage shall be prima facie reasonable.
4. To keep the buildings now or hereafter on the mortgaged premises land insured in a sum equal to the highest insurable value, both fire and extended coverage, in a company or companies to be approved by mortgagee, and the policy or policies held by and payable to mortgagee, its successors, legal representatives, or assigns, and in the event any sum of money becomes payable under such policy or policies, mortgagee, its legal representatives or assigns shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit mortgagor to receive an use it or any part thereof for other purposes, without hereby waiving or impairing any equity, lien, or right under or by virtue of this mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date at the rate of eighteen per cent (18%) per annum.
5. To permit, commit, or suffer no waste, impairment, or deterioration of the property or any part thereof, except reasonable wear and tear; and in the event of the failure of mortgagor to keep the buildings on the premises and those to be erected thereon, or improvements thereon, in good repair, mortgagee may make such repairs as in its discretion it may deem necessary for the

proper preservation thereof and the full amount of each and every such payment shall be due and payable thirty (30) days after demand, and shall be secured by the lien of this mortgage.

6. To perform, comply with, and abide by each of the stipulations, agreements, conditions, and covenants in the Mortgage Note.

7. At any time, and from time to time, upon request by the mortgagee, the mortgagor will make, execute and deliver or cause to be made, executed and delivered, to the mortgagee, any and all other further instruments, certificates and other documents as may be reasonably necessary or desirable in order to effectuate, complete, or perfect or to continue and preserve (i) the obligations of the mortgagor under the Mortgage Note, (ii) the security interest of this mortgage, and (iii) the mortgage lien hereunder.

8. Mortgagee may, at any time pending a suit on this mortgage, apply ex parte to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith and without prior notice to mortgagor, appoint a receiver of the premises covered hereby, including all income, profits, issues, and revenues from whatever source derived, each and every of which, it being expressly understood, is hereby mortgaged, as if specifically set forth and described in the granting and habendum clauses hereof. Such appointment shall be made by such court as an admitted equity and a matter of absolute right to mortgagee, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of mortgagor or the defendants. Such rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage and the practice of such court. In the event of any default on the part of mortgagor hereunder, mortgagor agrees to pay to mortgagee on demand as a reasonable monthly rental for the premises an amount at least equivalent to one-twelfth of the aggregate of the twelve monthly installments then payable in the current year plus the actual amount of the annual taxes, assessments, water rates, and insurance premiums for such year not covered by the above monthly payments.

9. The extension of credit, and any other loan, secured hereby has been made in reliance upon mortgagor's ownership and control of the mortgaged property. Therefore, if mortgagor conveys or suffers the conveyance of the mortgaged property, or if mortgagor otherwise relinquishes or loses its present degree of such ownership or control, such as a lease of the mortgaged property, or if mortgagor suffers the further encumbrance of the mortgaged property, such as a lien or mortgage junior to this mortgage, then all indebtedness secured hereby shall, at the option of mortgagee, become immediately due and payable.

10. As additional security, the mortgagor does hereby transfer, assign, and set over to the mortgagee all of the mortgagor's interest as lessor in any and all present and future leases, and any and all rents and deposits thereunder and relative thereto, now due or to become due from the mortgaged property or any separate rental premises therein contained. In the event of a default hereunder by the mortgagor, such rents shall be collected by or at the direction and under the control of the mortgagee, its successors or assigns, and the net proceeds thereof (net after payment of collection costs) shall be applied to the indebtedness secured hereby in such manner as the

mortgagee elects, as and when the same shall become due and payable. Mortgagee shall have all rights and remedies provided by Section 697.07, Florida Statutes. For the purpose of carrying out the provisions of this numbered paragraph, the mortgagor does by these presents constitute and appoint the mortgagee, its successors or assigns, as the mortgagor's true and lawful attorney-in-fact, to collect any and all rents from the mortgaged property.

11. If fulfillment of any provisions hereof or any transaction related hereto or to the Mortgage Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage in whole or in part, then such clause or provision only shall be held invalid as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

12. Notwithstanding any provisions contained herein or in the Mortgage Note, the total liability of mortgagor for payment of interest, including service charges, penalties or any other fees, to the extent any of such may be deemed to be interest, shall not exceed the maximum amount of such interest permitted by applicable law to be charged, and if any payments by mortgagor include interest in excess of such maximum amount, mortgagee shall apply such excess to the reduction of the unpaid principal amount due pursuant hereto, and refund any balance remaining to mortgagor.

13. The mailing of a written notice or demand addressed to the mortgagor at the address stated above, and mailed by the United States mail, postage prepaid, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions hereof or by law.

14. If foreclosure proceedings of any mortgage or lien inferior to this mortgage are instituted, mortgagee hereunder may at its option, immediately or thereafter, declare this mortgage and the indebtedness secured hereby due and payable.

15. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

16. This Mortgage may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

17. THE BORROWER HEREBY KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE PURSUIT, ASSERTION OR RESOLUTION OF ANY CLAIM OR DEFENSE THAT MAY EVER BE ASSERTED OR ASSERTABLE BY THE BORROWER UNDER THIS AGREEMENT, THE MORTGAGE, THE NOTE OR UNDER ANY OTHER AGREEMENT OR DOCUMENT EXECUTED IN CONNECTION THEREWITH AND UNDER ANY LAW OR THEORY GOVERNING THE RELATIONSHIP BETWEEN THE PARTIES. THIS WAIVER OF JURY TRIAL SHALL EXTEND TO ALL MATTERS BETWEEN THE PARTIES AND SHALL BE UNCONDITIONAL AND ABSOLUTE.

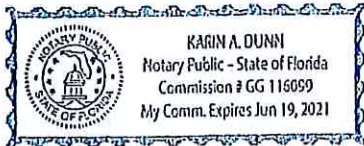
IN WITNESS WHEREOF, Mortgagor has executed these presents on the day and year first above written.

WITNESSES: MORTGAGOR

Michael L. Jones _____
 Witness Signature STATE OF FLORIDA)
 COUNTY OF ORANGE)
Tommy Dixon _____
 Witness Printed Name Tommy Dixon

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 15th day of December, 2020 by Tommy Dixon, who is personally known to me or who has produced _____ as identification.

SEAL



Karin A. Dunn _____
 Notary Public

KARIN A. DUNN _____
 Printed Notary Name

PROMISSORY NOTE

\$7,536.35

Date: December 9, 2020

FOR VALUE RECEIVED, the undersigned, **TOMMY DIXON**, whose address is 225 W. Kennedy Blvd., Orlando, Florida 32810 (collectively "Borrower"), promises to pay to the order of **TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY**, whose address for payments hereunder is 370 E. Kennedy Blvd., Eatonville, Florida 32751 (collectively "Lender"), in lawful money of the United States of America, at its address specified herein, or wherever else Lender may specify, the sum of **SEVEN THOUSAND FIVE HUNDRED AND THIRTY SIX 00/100 DOLLARS (\$7,536.35)**, or such sum as may be advanced and outstanding from time to time, with interest on the unpaid principal balance at the rate and on the terms provided in this Promissory Note (including all renewals, extensions or modifications hereof, this "Note").

1. **INTEREST RATE/DISBURSEMENTS.** No interest shall accrue on the disbursement of funds.
2. **MATURITY DATE.** The entire unpaid principal amount of this Note, together with all accrued and unpaid interest thereon, shall be due and payable in full on December 9, 2025 ("Maturity Date").
3. **DEFAULT RATE.** In addition to all other rights contained in this Note, if a Default occurs and as long as a Default continues, all outstanding Obligations (as defined herein) shall bear interest at a fixed rate equal to the lesser of (a) the maximum rate then permitted under applicable law, or (b) eighteen percent (18%) per annum (the "Default Rate").
4. **PREPAYMENT OPTION.** The Loan may be prepaid in whole or in part, without penalty.
5. **APPLICATION OF PAYMENTS.** All payments received by Lender under the Note shall be applied: first, to amounts payable for taxes, insurance, or other advances made by Lender on Borrower's behalf, if any; second, to interest due; and third, to principal.
6. If a Default occurs, monies may be applied to the Obligations in any manner or order deemed appropriate by Lender.
7. **DEFINITIONS.**
 - a. **Loan Documents.** The term "Loan Documents," as used in this Note refers to this Note, the Mortgage between Borrower and Lender of even date herewith, and all other documents executed in connection with or related to the Loan.
 - b. **Obligations.** The term "Obligations," as used in this Note and the other Loan Documents, refers to any and all indebtedness and other obligations under this Note, all other obligations under any other Loan Document(s) between Borrower and Lender whenever executed.

c. **Certain Other Terms.** All terms that are used but not otherwise defined in any of the Loan Documents shall have the definitions provided in the Uniform Commercial Code.

8. ATTORNEYS' FEES AND OTHER COLLECTION COSTS. Borrower shall pay all of Lender's reasonable expenses incurred to enforce or collect any of the Obligations including, without limitation, reasonable arbitration, paralegal's, attorneys' and experts' fees and expenses, whether incurred without the commencement of a suit, in any trial, arbitration, or administrative proceeding, or in any appellate or bankruptcy proceeding.

9. USURY. The parties agree and intend to comply with the applicable usury law, and notwithstanding anything contained herein or in any other document related to the loan evidenced by this Note, the effective rate of interest to be paid on this Note (including all costs, charges and fees which are characterized as interest under applicable law) shall not exceed the maximum contract rate of interest permitted under applicable law, as it exists from time to time. Lender agrees not to knowingly collect or charge interest (whether denominated as fees, interest or other charges) which will render the interest rate hereunder usurious, and if any payment of interest or fees by Borrower to Lender would render this Note usurious, Borrower agrees to give Lender written notice of such fact with or in advance of such payment. If Lender should receive any payment which constitutes interest under applicable law in excess of the maximum lawful contract rate permitted under applicable law (whether denominated as interest, fees or other charges), the amount of interest received in excess of the maximum lawful rate shall automatically be applied to reduce the principal balance, regardless of how such sum is characterized or recorded by the parties.

10. DEFAULT. If any of the following occurs, a default ("Default") under this Note shall exist:

a. **Nonpayment.** The failure of payment of the Obligations under this Note or any other Loan Documents within fifteen (15) days of when due.

b. **Nonperformance.** The failure of performance, after Lender provides 30-day written notice to cure, of any non-monetary Default under this Note or any other Loan Documents.

c. **False Warranty.** A warranty or representation made or deemed made in the Loan Documents or furnished Lender in connection with the Loan proves materially false, or if of a continuing nature, becomes materially false.

d. **Cessation.** The dissolution of or termination of existence of the Borrower.

e. **Bankruptcy.** The appointment of a receiver for, assignment for the benefit of creditors of, or commencement of any bankruptcy or insolvency proceeding by or against Borrower if not dismissed within sixty (60) days.

11. REMEDIES UPON DEFAULT. If a Default occurs under this Note or any Loan Documents, Lender may at any time thereafter, take the following actions:

a. **Acceleration Upon Default.** Accelerate the maturity of this Note and, at Lender's option, any or all other Obligations, whereupon this Note and the accelerated Obligations shall be Immediately due and payable; provided, however, if the Default is based upon a bankruptcy or insolvency proceeding commenced by or against Borrower or any guarantor or endorser of this Note, all Obligations shall automatically and immediately be due and payable.

b. **Cumulative.** Exercise any rights and remedies as provided under the Note and other Loan Documents, or as provided by law or equity.

12. WAIVERS AND AMENDMENTS AND PRESENTMENT. No waivers, amendments or modifications of this Note or any other Loan Document shall be valid unless in writing and signed by Lender. No waiver by Lender of any Default shall operate as a waiver of any other Default or the same Default on a future occasion. Neither the failure nor any delay on the part of Lender in exercising any right, power, or remedy under this Note and other Loan Documents shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Borrower waives presentment, protest, notice of dishonor, demand for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, notice of sale and all other notices of any kind. All parties to this Note, whether maker, principal, surety, guarantor or endorser, hereby waive presentment for payment, demand, protest, notice of protest, and notice of dishonor, and expressly agree jointly and severally to remain and continue bound for the payment of the principal and interest provided by the terms of this Note, notwithstanding any extension or extensions of the time of, or for the payment of said principal or interest, or any change or changes in the obligation to pay provided for in this Note, or any change or changes by way of release or surrender or substitution of any real property and collateral, or either, held as security for this Note, and waive all and every kind of notice of such extension or extensions, change or changes, and agree that the same may be made without the joinder of the Maker.

13. MISCELLANEOUS PROVISIONS.

a. **Applicable Law; Conflict Between Documents.** This Note and, unless otherwise provided in any other Loan Document, the other Loan Documents shall be governed by and construed under the laws of the State of Florida without regard to that state's conflict of laws principles. If the terms of this Note should conflict with the terms of any other Loan Document, the terms of this Note shall control.

b. **Jurisdiction.** Borrower irrevocably agrees to non-exclusive personal jurisdiction in the state named in Lender's address shown above.

c. **Severability.** If any provision of this Note or of the other Loan Documents shall be prohibited or invalid under applicable law, such provision shall be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note or other such document.

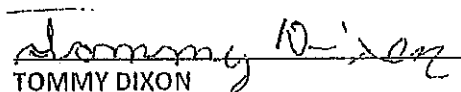
d. **Notices.** Any notices to Borrower shall be sufficiently given, if in writing and mailed or delivered to the Borrower's address shown above or such other address as provided hereunder, and to Lender, if in

writing and mailed or delivered to Lender's address shown above or such other address as Lender may specify in writing from time to time. In the event that Borrower changes Borrower's address at any time prior to the date the Obligations are paid in full, Borrower agrees to promptly give written notice of said change of address by registered or certified mail, return receipt requested, all charges prepaid.

e. Plural; Captions. All references in the Loan Documents to Borrower, guarantor, person, document or other nouns of reference mean both the singular and plural form, as the case may be, and the term "person" shall mean any individual, person or entity. The captions contained in the Loan Documents are inserted for convenience only and shall not affect the meaning or interpretation of the Loan Documents.

f. Fees and Taxes. Borrower shall promptly pay all documentary, intangible recordation and/or similar taxes on this transaction whether assessed at closing or arising from time to time.

14. JURY WAIVER. BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER DOCUMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO EXTEND CREDIT TO OR OTHERWISE BECOME OR REMAIN A CREDITOR OF BORROWER AND BORROWER SHALL NOT SEEK TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, BORROWER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF LENDER, NOR LENDER'S COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. NO REPRESENTATIVE OR AGENT OF LENDER, NOR LENDER'S COUNSEL HAS THE AUTHORITY TO WAIVE, CONDITION, OR MODIFY THIS PROVISION.


TOMMY DIXON

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Jaimon H. Perry, Esq.
The Perry Law Group LLC
37 North Orange Avenue
Suite 500
Orlando, FL 32801
Property Appraisers Parcel Identification (Folio) Numbers:
35-21-29-4572-70-730

_____ Space Above This Line For Recording Data _____

QUITCLAIM DEED

This Quitclaim Deed, made this 9th day of December, 2020, between TOMMY DIXON, a single man, whose address is 225 W. Kennedy Blvd., Orlando, Florida 32810, Grantor, to TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY, whose address is 370 E. Kennedy Blvd., Eatonville, Florida 32751, Grantee.

Witnesseth, that the Grantor, for and in consideration of the sum of -----TEN & NO/100 (\$10.00)---
-----DOLLARS, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and quitclaimed to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of ORANGE, State of Florida, to-wit:

Lots 73, 74, 76 & 77 (less S. 10 ft. of Lots 76 & 77), BLOCK G, LAKE LOVELY ESTATES SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book R, Page(s) 121, of the Public Records of Orange County, Florida.

Property address: 225 W. Kennedy Blvd., Orlando, Florida 32810

GRANTOR RESERVES UNTO HIMSELF A LIFE ESTATE ON ONLY LOTS 73 AND 74 ABOVE DESCRIBED REAL PROPERTY TOGETHER WITH THE RIGHT TO OCCUPY THE SAME UNTIL HIS DEATH.

LOTS 76 AND 77 ARE NOT RESTRICTED WITH A LIFE ESTATE INTEREST AND SHALL REMAIN UNENCUMBERED TO THE GRANTEE.

No assurance of title was requested or rendered in connection with this transaction. This instrument was prepared from unverified information supplied by the parties.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor,

either in law or equity, for the use, benefit and profit of the said Grantee forever.

In Witness Whereof, the Grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Michael A. Johnson
Witness #1 Signature
MICHAEL A. JOHNSON

Witness #1 Printed Name

Vernette Darby
Witness #2 Signature

VERNETTE DARBY
Witness #2 Printed Name

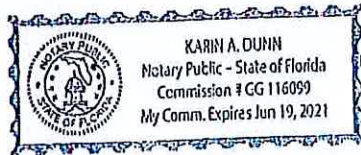
STATE OF FLORIDA

COUNTY OF ORANGE

Tommy Dixon
Tommy Dixon

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 15th day of December, 2020 by Tommy Dixon, who is personally known to me or who has produced _____ as identification.

SEAL



Karin A. Dunn
Notary Signature

Karin A. Dunn
Printed Notary Signature

My Commission Expires:

WIRE INSTRUCTIONS

****PLEASE SEND EMAIL TO NLOPER@OCTAXCOL.COM INFORMING US THAT YOU SENT A WIRE AND INCLUDE YOUR CONTACT & PAYMENT INFORMATION*****

WIRE TO: SUNTRUST BANK CENTRAL FLORIDA, N.A.
333 S. GARLAND AVE
ORLANDO FLORIDA 32801

ABA# 061000104

SPECIAL INSTRUCTIONS: CREDIT ORANGE COUNTY TAX COLLECTOR
200 SOUTH ORANGE AVE., SUITE 1600
ORLANDO, FL 32801

ACCOUNT# 0215100132969

Wiring overseas requires additional \$25.00 fee for each bank involved
If needed: Our Bank SWIFT code is SNTRUS3A

IMPORTANT

BE SURE TO HAVE YOUR BANK INCLUDE THE FOLLOWING INFORMATION IN THE WIRE TO US:

*IN ORIGINATOR TO BENEFICIARY AREA: PARCEL I. D. # OR (TAX DEED#) 2018 - 7269

*IN ORIGINATING PARTY: PAYOR NAME & MAILING ADDRESS Town of Eatonville
CRA 370 E KENNEDY
EATONVILLE, FL 32751

NOTE: IF WE DO NOT RECEIVE THE ABOVE INFORMATION, WE WILL NOT KNOW WHAT TO PAY OR

WHO IS PAYING IT!!! WE WILL RETURN THIS WIRE

\$ 7536.35

Delinquent Tax Department Tel# 407-836-2702

Customer Service Tel# 407-845-6200 option 2

11/5/2020

EATONVILLE COMMUNITY REDEVELOPMENT AGENCY Mail - TAX DEED 18-7269

Section VI. Item #8.



Paula Bradshaw <pbradshaw@eatonvillecra.org>

TAX DEED 18-7269

1 message

Aracelis Morales <amorales@octaxcol.com>

Thu, Nov 5, 2020 at 4:25 PM

To: "pbradshaw@eatonvillecra.org" <pbradshaw@eatonvillecra.org>

Good afternoon

Wire received. As soon as paid I will send you the receipt.

Thank you

Aracelis Morales, CFCA

For the Office of Scott Randolph

Delinquent Tax Department

200 S. Orange Ave., Suite 1600

Orlando, FL 32801

407-836-2702

amorales@octaxcol.com