



# HISTORIC TOWN OF EATONVILLE, FLORIDA COMMUNITY REDEVELOPMENT AGENCY – AGENDA (AMENDED)

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

Town Hall - 307 E Kennedy Blvd

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

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. INVOCATION AND PLEDGE OF ALLEGIANCE**

**IV. PRESENTATION**

1. February 2025 Financial Statement Presentation (**Administration**)

**V. CITIZEN PARTICIPATION (Three minutes strictly enforced)**

**VI. CONSENT AGENDA**

2. Approval of CRA Board Meeting Minutes 2-20-25 (**Clerk Office**)

3. Approval of CRA Special Meeting Minutes 2-26-25 (**Clerk Office**)

4. February 2025 Financial Statement Presentation (**Administration**)

**VII. BOARD DISCUSSION**

5. Discussion of the CRA Bylaws (Resolution CRA-R-2025-04)  
(**Board of Directors/Administration**)

**VIII. BOARD DECISIONS**

6. Approval of Resolution CRA-R-2025-04 CRA Approving the CRA Bylaws  
(**Board of Directors/Administration**)

7. Approval of Resolution # CRA-R-2025-16 (Administration) - Authorizing the Purchase of Property Located At 140 S. West, Eatonville, Florida 32751.

**IX. STAFF REPORTS**

**X. BOARD REPORTS**

**XI. ADJOURNMENT**

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**\*\*PUBLIC NOTICE\*\***

*This is a Public Meeting, and the public is invited to attend. This Agenda is subject to change. Please be advised that one (1) or more Members of any of the Town's Advisory Boards/Committees may attend this Meeting and may participate in discussions. Any person who desires to appeal any decision made at this meeting will need a verbatim record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based – per Section 286.0105 Florida Statutes. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Town of Eatonville at (407) 623-8910 "at least 48 hours prior to the meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26*



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

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

**ITEM TITLE:** Approval of CRA Board Meeting Minutes 2-20-25 (Clerk Office)

**COMMUNITY REDEVELOPMENT ACTION:**

<b>CRA DECISION</b>		<b>Department: CLERK</b>
<b>CONSENT AGENDA</b>	YES	<b>Exhibits:</b>  1. CRA Board Meeting Minutes 2-20-25
<b>NEW BUSINESS</b>		
<b>ADMINISTRATIVE</b>		
<b>CRA DISCUSSION</b>		

**REQUEST:** Approval of CRA Board Meeting Minutes for 2-20-25.

**SUMMARY:** The CRA Board Meeting was held on the 3<sup>rd</sup> Thursday in February. Meeting minutes were transcribed from the audio archive for approval for the public records.

**RECOMMENDATION:** Approval of CRA Board Meeting Minutes for 2-20-25.

**FISCAL & EFFICIENCY DATA:** N/A



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## COMMUNITY REDEVELOPMENT AGENCY

### MEETING MINUTES

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

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

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

**CALL TO ORDER** – Chair Gardner called the meeting to order at 6:30 p.m. **(There is an amended agenda\*\*)**

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

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

**STAFF:** (5) Michael Johnson, **Executive Director**; Veronica King, **Town Clerk**; Greg Jackson, **Attorney**; Lt. Broderick Lampkins, **Police**; Lt. Fletcher Boone, **Police**

**INVOCATION AND PLEDGE OF ALLEGIANCE**

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

**PRESENTATIONS:**

1. January 2025 Financial Statement – Presented by Executive Directive Michael Johnson with an overview of the agency’s financial position as of January; will have to be approved as an agenda item after the presentation. **Comments:** Director Daniels inquired about Line item 4400 – What are rentals/leasing? Not for vehicles, believed to be an allocation that the board made when they adopted it (the budget), only spent \$784 from October 1st to the present. (The Executive Director will check into this and follow up); Mr. Johnson a budget amendment will be brought to the board at another meeting, Director Critton inquired about budget titling, is there a difference between the historical grant program (303-369-0110-Revenue) and the historical grant program (303-0515-515-6210-Expenditure) and expenditures (The Executive Director will get with financial coordinator and follow up), inquired about the reflection of the disbursements that have already gone out (one disbursement for the architecture services), in response by Mr. Johnson, architect has a contract that's \$67,000 as progressive payments, received disbursements for the building for the architect, will bring a budget amendment once the escrow agreement with the property owner is determined and reconciled.

**CITIZEN PARTICIPATION – (5)**

Angela Johnson - spoke to items 2 and 8 on her email correspondence previously sent, observed that Stogies at Sunset is now a CRA sponsored event and asked about the established dollar amount (not list on the cover sheet), how can the board approve something without knowing the cost, where in the budget are the expenditures going to be charged, will a precedence be set for future community events being changed to CRA events in order to get funded? (request for answers during meeting before voting); item nine on the meeting agenda (purchase of the property located at 119 West Street) - What is the goal that's associated with this land purchase (in accordance to the 1997 CRA Plan), there is no budget item for land acquisition, is land acquisition in the budget. (request that this be discussed at meeting in front of the residents), need to make sure to follow policies and procedures and for consistently across the board, cover sheet states that the CRA has a budget of \$1.9 million in which a million is restricted for the club renovation, the CRA technically only has \$967,000

and does not show anywhere for land acquisition, it will be a disservice to the residents, the CRA, the town, if the board vote on this tonight without knowing where the funds are coming from, what is the timeline for the renovation as well as construction and development of the lots proposed for purchase.

Angela Thomas - the letter of intent needs to be updated because it addresses pastors and trustees and the expiration date says February 17, 2025 by 5pm, with the purchase price being subject to an appraisal, the agency should have a realtor to negotiate what is desired for repairs and things that may come with the property, or if sold as is, need someone to look out for the better of the town, need a full appraisal to include the repairs that may needed on the property; Stogies at Sunset - thought Mr. Johnson stated that the CRA could not do the event, if the CRA is going to do it, would it depend on who brings it forth, it is a relative would it be a conflict of interest.

Joyce Irby – Thanks to Mrs. Randolph for pointing out things that are vague; Councilman Washington, because something may have come up in 2017, 1956, or 1887 they still have value; Mayor, I have not heard you mention anything other than saying we got to protect the executive director (forget the citizens), have to have a supermajority so nobody can take Executive Director out; thanks to Mr. Daniels for trying to be clear and precise to the people giving specifics they can look at and not overreact; Councilman Mack has earned my respect, it is priceless knowing that you do not want to cheat people out of being heard, you have given other people an opportunity to speak; Director Critton is a diplomat and well spoken, very proud of you; apologize to Director Williams if too much of your time is being taken up.

Mark Kingg Bertrand - came to the town for help at a time of need and was taken advantage of, was to receive a letter of intent to get an extension to retain and maintain and keep our property, instead negotiations were made which led to an agreement, having us to move prior to closing no longer being considered, told the lender that we were going to get a letter of intent from the town and lender would talk about an extension once the letter of intent is received (never received), learned that the town communicated and worked out a deal with the lender, the intent is not to help, want the opportunity to buy our house back but was not stipulated in the contract, am disappointed as a citizen who have employed and help people in town, came to the town exposed asking for help, feel betrayed, it is heartbreaking to see that this is how citizens and the community is treated, at no point was we asked provide something that was not able to be provided or have a conversation about different options that could help everyone, removing a husband, wife, and child out of a home to take advantage of an opportunity that was initially brought to the town from the family is nor good business or practice; (Director Daniels) What should we do? The damage has been done at this point, there is no leverage to get an extension, would have been fair if the board had allowed twelve months or amount of time negotiated to buy the property back, or take advantage of the equity and the possibility of building on the lot, it was a good package, good opportunity for the town to develop and make money, was willing to walk away from potential earnings to save the home, an incentive for the town to purchase the home and hold it for us, needed more time.(Director Mack) if we purchase the property, recommend that the family stay in the home until affairs are in order, (Legal) if the contract language is from the board, the board can make amendments, do not know what the seller's requirements, (Mr. Bertrand) Nothing legal can stop the board from leasing the property back to us and selling it back to us, I would rather the opportunity to try to save my house than to have a dead end. (Legal) F.S. 163.380, states that a community redevelopment agency may sell, lease, deposit, or otherwise transfer real property or any interest thereof acquired by the community redevelopment agency to any private person, however, the individual who leases that property is obligated to use that property by the dictates of the CRA plan, it can be leased and disposed of, but lease has to abide by what the CRA plan says that property can be used for.

Crystal Kingg Bertrand – Yielded time to Mark Kingg Bertrand

**CONSENT AGENDA:**

**Chair Gardner motion** to **APPROVE** Consent Agenda (according to amended agenda) approving CRA Meeting Minutes for 1/23/25, 2-6-25, 11/5/24; approving Resolution # CRA-R-2025-10 approving January 2025 Financials; **moved** by Director Critton; **second** by Director Mack; **AYE: ALL, MOTION PASSES.**

**BOARD DISCUSSION:**

Discussion of Resolution CRA-R-2025-04 CRA Bylaws – *No further carry over discussions from the workshop were needed per the consensus of the board.*

**BOARD DECISIONS:**

*(Additions To The Agenda: Resolution CRA-R-2025-13 for Grant Submittal to United Arts of Central Florida)*

**\*\*Handouts Provided: Resolution CRA-R-2025-13 for Grant Submittal to United Arts of Central Florida, LLC, Appraisal Report for 119 S. West Street, Amended Agenda**

**(Items #9 moved up to carry over discussions from the public participation with Mark Kingg Bertrand)**

Approval of Resolution # CRA-R-2025-12 Authorizing The Purchase of Property Located At 119 S. West - (Preamble Read) - Chair Gardner motion to **APPROVE** Resolution # CRA-R-2025-12 Authorizing The Purchase of Property Located At 119 S. West; **moved** by Director Mack; **second** by Director Critton; **AYE:** Chair Gardner, Vice-Chair Washington, Director Mack, Director Donovan Williams, Director Ruthi Critton; **NAYE:** Director Rodney Daniels, Director Wanda Randolph; **MOTION PASSES. Discussions:** (Randolph) do not understand how we will be able to do an agreement on a property that Mark Kingg Bertrand do not own, inquired from Executive Director clarity on contract and letter of intent, the contract has not been executed only a letter of intent until the board take formal action; price for house and additional lots is \$339,000, no transactions has been made, there is no budget amendment for this, no indication of where the money will come from in the budget. (Mark King Bertrand) do not have to own a property to have it under contract to transfer it to someone else; the price was not marked up, the \$339,000 came from the original negotiated contract (by Mr. Bertrand), there would be a different conversation had the CRA had given the letter of intent as discussed, (Director Mack) want to resolve the best way to benefit everyone. (Director Randolph) have documents where the owner Mr. Jonathan Kenny signed the letter of intent on February 11 (2025) and Mr. Johnson on February 10 (2025) acting on behalf of the board, Mr. Bertrand stated that he never received the letter of intent, when he brought forth the deal he was not representing Jonathan Kenny but was representing himself and family, Mr. Bertrand stated that the offer to the town of Eatonville should have resulted in a decline or intent offered to him, this concern need to be taken up with the seller not Mr. Johnson or the CRA, Mr. Johnson addressed the documents to the seller. (Director Critton) looking at public records and going back to the original presentation that was submitted to the board by Mr. Bertrand, the property addresses are listed, the owners are listed in the property appraisers website, there is more documents through the comptroller, the owner of a number of the lots that were presented in the original presentation was provided, Mr. Bertrand was the representative for the properties with the West Street and College Street properties listed in Mr. Kenny's name regardless of title (on the property infringement website), these facts were mentioned at the special meeting, we have become distracted by personal information and not looking at what is beneficial to the agency; the question is, "is the board interest yes or no" (clearly yes), sorry that this has been the experience and would like to think that the mentality of this board is to move this community forward through good business practices and through good dealing with our constituents and that Eatonville could do business the right way, the CRA would have to pull its own title report and appraisal, there are things that could have been brought to the board to get a bird's eye view, but the CRA still has the responsibility as an agency to do its own due diligence to ensure all of our facts, do feel some type of way about those comments being stated, asked for confirmation on where the funds would come from (potentially the line item labeled infrastructure), there will be a special meeting to show where those funds are being collected from and to know that checks are clear, if the board decide yes on acquiring the property the contract as it stands now is what is being voted (yes), the terms in the contract can be changed however the board chooses, the board has the authority to go back to the seller with additional, once the board takes any official action and authorizes the

execution of the contract under whatever terms the board decides will be presented, tonight's conversation is whether the board is still interested in acquiring the property, if purchased, the agency can come back as the new owner to set stipulations on what the agency want to do with the disposition of the property, the board should decide whether or not to move forward with the acquisition of the property (the real question), a letter of intent is between a seller and a buyer, the agreement at the last meeting was that the executive director and the attorney would draft up a letter of intent to the seller who is Mr. Kenny, in whom the board was made aware of, there is no reason for anybody else to be involved, but as a courtesy, as a good business practice, I can understand how the expectation would be considered and included in that conversation as it related to the letter of intent and how it is interpreted, if understanding is needed then ask for clarification. (Mark King Bertrand) if the letter of intent were delivered the day after the meeting (while still under contract as the seller), I had the right to assign the contract and sell the property (would be out of contract with no right to sell after the 7<sup>th</sup>), was the seller at the time of the agreement and when the letter was to be received. (Chair Gardner) the actual document states being vacated at time of closing, the board was not the cause for anyone having to vacate, the concern was purchasing the property not vacant would hold the agency in a legal position, on the initial contract presented (by Mr. Bertrand) because there was not a box checked on number seven, it says that the buyer may not assign this contract, which seems that Mr. Bertrand would have been in the position of doing, not knowing the sellers thoughts, the seller had an option, if there was an alternative for financing whether through pre-qualification, pre approval, hard or soft money, something in writing indicating a closing of the deal with a date should have been given, there is another concern of receiving a phone call with a package of information of someone who thought they had been done wrong, there is no guarantee that you (Mr. Bertrand) would get the money, so sorry about the position that you are in, there is nothing in front me and my decision that says that this is not the best way. (Director Williams) Why did you wait till the last minute to come to the, to come before this board (it does not matter how long I waited to come and ask for help). (Director Washington) inquired about the rental amount to be considered; do not want to take a loss if the board pay this much for the property. (Chair Gardner/Legal) the CRA cannot bail out, once the property goes out of the hands of the CRA, it has to be for the public good and must fit within CRA plan. And I've been sitting here looking at the plan (legal's cursory review is that it does not fit in the plan, will need to further review in regard to FS163.380 to properly advise the board), legal's recommendation: the board can vote, but will have to discuss the future use of the property beyond tonight.

Approval of Resolution CRA-R-2025-04 CRA Bylaws - Chair Gardner motion to TABLE Resolution CRA-R-2025-04 CRA Bylaws; moved by Director Critton; second by Director Mack; AYE: ALL, MOTION PASSES. Questions/Comments: Item to be tabled for further discussions at a future workshop. Preamble not required to be read.

Approval of Resolution CRA-R-2025-11 CRA Special Quarterly Event Stogies@ Sunset - (Preamble Read) Chair Gardner motion to APPROVE Resolution CRA-R-2025-11 CRA Special Quarterly Event Stogies@ Sunset; moved by Director Mack; second by Director Critton; AYE: Chair Gardner, Vice-Chair Washington, Director Mack, Director Donovan Williams, Director Ruthi Critton; Director Wanda Randolph NAYE: Director Rodney Daniels; MOTION PASSES. Question/Comments: (Director Randolph) inquired about cost and expenditures, \$250 to use the town hall, other than that the event is self-sufficient; (Director Daniels) does not approve events to be held at town hall because of the holy grounds, event can be held at the Denton Johnson; (Director Critton) trying to draw a correlation to the plan of how this is a CRA event, the 1997 plan specifically talks about the agency doing more events to bring people into the district, to attract more businesses into the district, one of the ways are creating vending opportunities which is a direct goal that the CRA have to do, want people to come to Eatonville and spend money; recommend establishing a program that supports both the plan and our objective in that other attracted businesses or vendors have a pipeline to follow; (Director Daniels) a market analysis has to be done, put something in place to make the people want to come, want to see the data (CRA will be present to do the educational component, to engage all of our stakeholders to try to find that niche and feel that void); (Director Mack) it is a very eventful event, I support it, it is needed because it is entertainment, Mr. Johnson stated that he will deliver those things that Director Daniels is talking about. (Director Critton) curious about

expenditures and proceeds (all proceeds go back to the CRA). (Director Mack) do not have access to the property and places to go, the location is on the front street, a neutral and familiar spot

Approval of Resolution CRA-R-2025-13 for Grant Submittal to United Arts of Central Florida, LLC – (Preamble Read) **Chair Gardner motion to APPROVE** Resolution CRA-R-2025-13 for Grant Submittal to United Arts of Central Florida, LLC; **moved** by Director Critton; **second** by Director Mack; **AYE:ALL; MOTION PASSES.**

**STAFF/BOARD REPORTS:**

**Executive Director (Michael Johnson)** – March calendar March 22, 2025 (CRA Housing Resource Fair); several partners will present, will be something for everybody.

**Attorney (Greg Jackson)** – No Report

**Chair Angie Gardner** – here to look out for what is best for the town, require hard decisions; have to protect positions (Executive Director and Legal) and not a person; thanks to Ms. Johnson for the email, the executive director will follow up on the questions in the email from Ms. Johnson.

**Vice Chair Theo Washington** – No Report

**Director Tarus Mack** – Thanks to the citizens, as a leader we have to look out for the citizens, request for a conclusion after acquiring the property (want to help the family); appreciate Michael Johnson for doing the work he is doing, appreciate the attorney; want to protect by adding the supermajority (bylaws).

**Director Donovan Williams** – to have better you have to want better, must educate the community, purchasing the land was a good move.

**Director Ruthi Critton** – apologies for the tardiness, appreciate the opportunity to serve, excited about the housing event and look forward to more events and partnerships.

**Director Wanda Randolph** – No Report

**Director Rodney Daniels** – We are a business

**ADJOURNMENT** Chair Wanda Randolph Motions for Adjournment of Meeting (**Moved** by Director Critton; **Second** by Director Randolph; **AYE: ALL; MOTION PASSES. Meeting Adjourned at 8:27 P.M.**

**Respectfully Submitted by:**

**APPROVED**

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**Veronica L King, Town Clerk**

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**Angie Gardner, Chair**



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

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

**ITEM TITLE:** Approval of CRA Board Special Meeting Minutes 2-26-25 (Clerk Office)

**COMMUNITY REDEVELOPMENT ACTION:**

<b>CRA DECISION</b>		<b>Department: CLERK</b>
<b>CONSENT AGENDA</b>	YES	<b>Exhibits:</b>  1. CRA Board Meeting Minutes 2-26-25
<b>NEW BUSINESS</b>		
<b>ADMINISTRATIVE</b>		
<b>CRA DISCUSSION</b>		

**REQUEST:** Approval of CRA Board Special Meeting Minutes for 2-26-25.

**SUMMARY:** The CRA Board Special Meeting was held on the 4<sup>th</sup> Wednesday in February. Meeting minutes were transcribed from the audio archive for approval for the public records.

**RECOMMENDATION:** Approval of CRA Board Special Meeting Minutes for 2-26-25.

**FISCAL & EFFICIENCY DATA:** N/A





# HISTORIC TOWN OF EATONVILLE, FLORIDA

## COMMUNITY REDEVELOPMENT AGENCY

### SPECIAL MEETING MINUTES

Wednesday, February 26, 2025, at 5:30 PM

Town Hall – 307 E. Kennedy Blvd., Eatonville, FL 32751

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

**CALL TO ORDER** –Chair Angie Gardner called the meeting to order at 5:31 p.m.

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

**PRESENT:** (5), Chair Angie Gardner, Director Donovan Williams, Director Tarus Mack, Director Rodney Daniels, Director Ruthi Critton, (**Absent:** Vice Chair Theo Washington; Director Wanda Randolph-out ill)

**STAFF:** (4) Michael Johnson, **Executive Directive**, Veronica King, **Town Clerk**; Greg Jackson, **Attorney**; Katrina Gibson, **Finance Director**

**INVOCATION AND PLEDGE OF ALLEGIANCE** – Chair Gardner decided to omit the invocation and pledge of allegiance

**CITIZEN PARTICIPATION: (1)**

**Crystal Short Bertrand** – Sent comments via email to be read during the special meeting; at the directive of the chair, the email was acknowledged by Chair Gardner but not read. A copy of the email was provided to each board member by the clerk.

**Angela Johnson** – expressed observations on the revised budget, the historic grant program has reduced from a million dollars for the current fiscal year to \$250,000 and an additional miscellaneous revenue has been added to the budget of \$750,000? (ask for explanation and source of the \$750,000), it is misleading to have a million-dollar budget for a grant and would have a million dollars budgeted for expenditures whether or not spent in the current fiscal year or not which now has been changed to \$250,000, which says that only \$250,000 is going to be spent in the budget year, the expectation from the director was that there would be a simple budget amendment to move money from the infill loan program to what was infrastructure now renamed as the acquisition to increase the \$285,000 for the pending purchase of 119 S. West Street, request that the board have more discussion on the budget amendment to ensure that things are done correctly.

**Mark Kingg Bertrand** – came to the town with a proposal beneficial to the town which included multiple properties, it was never the intent to lose our property, had a backup plan if the town said no, prefer that the town do not buy the property, desire that everyone votes against the budget amendment.

**Crystal Short Bertrand** – here to reiterate what Mark Kingg Bertrand has said, this process has been interesting, and the letter sent explains how we got here, calling upon the board to do the right thing.

**BOARD DISCUSSION/DECISION:**

(Handouts – Amended resolution, CRA Budget, Revised Budget Adjustment, email copy from Crystal Bertrand))  
Approval of Resolution CRA -2025-14 Budget amendment for acquisition of property located at 119 S. West St.  
(Preamble Read) Chair Angie Gardner **Motions** to approve Resolution CRA -2025-14 Budget amendment for acquisition of property located at 119 S. West St.; **Moved** by Director Critton; **Second** by Director Mack;  
**Questions/Comments:** (Time was provided to the board to read the email sent by Crystal Bertrand) Director Mack ask clarity that Mark Kingg Bertrand can regain the property, Director Critton inquired about the budget line, desire better movement of the money, Mr. Johnson the board can move the agency money but cannot move restricted and salary dollars, at the end of the fiscal year there will be a reconciled balance sheet where everything will line up and the budget will stay balanced, beyond what is being recommended, the board decides where to put the \$750,000 as long as it is accounted for on both the revenue and expense side, the \$750,000 has always been the agency’s money (tiff money in the bank), did not get the million dollars (only received \$250,000), the bank statement will show the money in the account balance (not as a transaction), the balance should be approximately \$1.8 and some change because of previous expenditures. Director Critton recommends moving the money from another line item that is already represented, such as the \$50,000 not spent from the paint plant and pavement program and adding it to the newly renamed acquisition line or use the \$200,000 from the pilot infill loan program. Mr. Johnson showed the money as miscellaneous revenue putting it in a line item that gives the board the more flexibility to do other things. Director Mack is not in the business of taking anyone’s house, if they can buy the house back, I want to give them that opportunity, will vote no for the budget amendment, Chair Gardner asked that Mrs. Laura (Finance Director) gets with the auditor to see how the money can be moved to be conducive to budget in consideration to the concerns raised by Director Critton and Ms. Johnson, asked Mr. Bertrand if he had anything in writing (Mark Kingg Bertrand stated that there is an approval from a lender but did not bring or asked to bring it to the meeting). Crystal Bertrand stated that a proposal to help or work together was brought to the board but instead it was prevented the opportunity to negotiate directly with the lender, this was not the initial agreement, can provide what is requested but did not come prepared not knowing the interest in looking at it, no one has communicated with us, continued pursuing financing under the idea that the board would honor what they said, if the board purchased the property, the opportunity to buy the property back would be available; Chair Gardner restates the motion and **Calls for the Question; AYE:** Chair Gardner, Director Williams; **NAYE:** Director Mack, Director Daniels, Director Critton; **MOTION FAILS.**

**ADJOURNMENT** Chair Angie Gardner Motions for Adjournment of Meeting (**Moved** by Director Mack; **Second** by Director Critton; **AYE: ALL; MOTION PASSES. Meeting Adjourned at 6:04 P.M.**)

**Respectfully Submitted by:**

**APPROVED**

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**Veronica L King, Town Clerk**

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**Angie Gardner, Chair**



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

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

**ITEM TITLE:** Approval of Resolution CRA-R- 2025-15 Approving The January 2025 Financials (**Administration**)

**COMMUNITY REDEVELOPMENT ACTION:**

<b>CRA DECISION</b>	YES	<b>Department:</b> ADMINISTRATION
<b>CONSENT AGENDA</b>	YES	<b>Exhibits:</b> <ul style="list-style-type: none"> <li><b>RESOLUTION CRA-R-2025-15</b></li> </ul>
<b>NEW BUSINESS</b>		
<b>ADMINISTRATIVE</b>		
<b>CRA DISCUSSION</b>		

**REQUEST:** Approval of Resolution CRA-R-2025-15

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

**RECOMMENDATION:** The TOECRA Administration recommends approval of Resolution CRA-R-2025-15

**FISCAL & EFFICIENCY DATA:** No fiscal impact.

**RESOLUTION CRA-R-2025-15**

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

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

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

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

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

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

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

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

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

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

**PASSED AND ADOPTED this 20<sup>th</sup> day of MARCH 2025.**

\_\_\_\_\_  
Angie Gardner, Chair

**ATTEST:**

\_\_\_\_\_  
Veronica King, Town Clerk or Board Designee

Town Of Eatonville  
FINANCIAL STATEMENTS FEBRUARY 2025

03/14/2025  
12:24 PM

Revenue Account Range: 303-271-0303 to 303-390-0000  
Expend Account Range: 303-0515-515-0000 to 303-0539-539-5240  
Print Zero YTD Activity: No

Year To Date As Of: 09/30/25  
Current Period: 10/01/24 to 02/28/25  
Prior Year: 10/01/23 to 02/29/24

Include Non-Anticipated: Yes  
Include Non-Budget: No

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
303-311-1000	CRA TAXES - CURRENT	131,263.12	132,483.98	0.00	0.00	132,483.98-	0
303-319-0000	TIF PAYMENT FROM TOWN	219,236.88	218,016.01	218,017.26	218,017.26	1.25	100
303-361-0000	INTEREST EARNINGS	12,034.11	24,000.00	13,463.34	13,463.34	10,536.66-	56
303-369-0100	CRA BALANCE FORWARD	0.00	593,000.00	0.00	0.00	593,000.00-	0
303-369-0110	HISTORICAL GRANT PROGRAM	0.00	1,000,000.00	0.00	0.00	1,000,000.00-	0
303-369-1000	MISCELLANEOUS REVENUE	0.00	0.00	3.87	3.87	3.87	0
	<b>CRA Revenue Totals</b>	<b>362,534.11</b>	<b>1,967,499.99</b>	<b>231,484.47</b>	<b>231,484.47</b>	<b>1,736,015.52-</b>	<b>11</b>

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
303-0515-515-0000	COMMUNITY DEVELOPMENT DEPT.	0.00	0.00	0.00	0.00	0.00	0
303-0515-515-1200	REGULAR WAGES - CRA	8,686.50	75,000.00	7,591.03	7,591.03	67,408.97	10
303-0515-515-1300	CRA REGULAR SALARIES PART TIME	6,997.16	22,000.00	5,901.27	5,901.27	16,098.73	27
303-0515-515-2100	FICA TAXES	1,199.82	7,421.00	1,003.19	1,003.19	6,417.81	14
303-0515-515-2300	HEALTH & LIFE INSURANCE	0.00	9,888.00	0.00	0.00	9,888.00	0
303-0515-515-3100	PROFESSIONAL SERVICES	2,708.39	50,000.00	3,552.70	3,592.70	46,407.30	7
303-0515-515-3200	ACCOUNTING AND AUDITING	0.00	10,000.00	0.00	5,000.00	5,000.00	50
303-0515-515-3400	CONTRACTUAL SERVICES	3,821.00	60,336.00	11,312.21	20,262.21	40,073.79	34
303-0515-515-3420	PLANNING & COMM DEMOLITION ASSISTANC	0.00	50,000.00	0.00	0.00	50,000.00	0
303-0515-515-3430	PLANNING & COMM SMALL BUS FACADE	0.00	60,000.00	0.00	0.00	60,000.00	0
303-0515-515-4000	TRAVEL	0.00	3,750.00	4.00	4.00	3,746.00	0
303-0515-515-4100	COMMUNICATION	617.77	3,000.00	1,894.65	2,574.65	425.35	86
303-0515-515-4200	MAIL AND FREIGHT	0.00	2,000.00	226.19	226.19	1,773.81	11
303-0515-515-4300	UTILITY SERVICES	560.10	2,900.00	498.13	498.13	2,401.87	17

Section VI. Item #4.

Town Of Eatonville  
FINANCIAL STATEMENTS FEBRUARY 2025

Section VI. Item #4.

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
303-0515-515-4400	RENTALS AND LEASES	685.36	3,047.00	784.93	1,143.96	1,903.04	38
303-0515-515-4500	INSURANCE	0.00	40,000.00	0.00	0.00	40,000.00	0
303-0515-515-4600	REPAIRS & MAINTENANCE	69.26	1,000.00	0.00	0.00	1,000.00	0
303-0515-515-4622	GRANT PROGRAM - PAINT,PLANT & PAVE	0.00	50,000.00	4,000.00	4,000.00	46,000.00	8
303-0515-515-4632	HOME LOAN PROGRAM - THE PILOT INFILL	0.00	200,000.00	0.00	0.00	200,000.00	0
303-0515-515-4700	PRINTING & BINDING	1,385.91	1,000.00	69.20	69.20	930.80	7
303-0515-515-4800	PROMOTIONAL ACTIVITIES	609.58	2,500.00	0.00	0.00	2,500.00	0
303-0515-515-4900	LEGAL ADS	0.00	1,000.00	0.00	0.00	1,000.00	0
303-0515-515-5100	OFFICE SUPPLIES	1,417.48	3,000.00	1,451.81	1,451.81	1,548.19	48
303-0515-515-5210	OPERATING SUPPLIES	2,686.97	1,000.00	298.80	298.80	701.20	30
303-0515-515-5290	GAS & OIL	35.00	1,500.00	72.02	132.86	1,367.14	9
303-0515-515-5400	BOOKS, PUBLICATIONS, SUBSCRIPTS	400.29	1,000.00	461.89	461.89	538.11	46
303-0515-515-5900	MISCELLANEOUS EXPENSE	0.00	1,000.00	81.28	81.28	918.72	8
303-0515-515-6200	KENNEDY MASTER PLAN DEVELOP.	0.00	1,000,000.00	0.00	0.00	1,000,000.00	0
303-0515-515-6202	REDEVELOPMENT & GRANT PROGRAMS	0.00	20,000.00	0.00	0.00	20,000.00	0
303-0515-515-6210	HISTORICAL GRANT PROGRAM	0.00	0.00	7,385.70	7,385.70	7,385.70-	0
303-0515-515-6301	INFRASTRUCTURE IMPROVEMENT	0.00	285,157.99	0.00	0.00	285,157.99	0
	<b>CRA Expenditure Totals</b>	<b>31,880.59</b>	<b>1,967,499.99</b>	<b>46,589.00</b>	<b>61,678.87</b>	<b>1,905,821.12</b>	<b>3</b>

303 CRA	Prior	Current	YTD
Revenues:	362,534.11	231,484.47	231,484.47
Expenditures:	31,880.59	46,589.00	61,678.87
Net Income:	330,653.52	184,895.47	169,805.60

Grand Totals	Prior	Current	YTD
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Town Of Eatonville  
FINANCIAL STATEMENTS FEBRUARY 2025

Revenues:	362,534.11	231,484.47	231,484.47
Expenditures:	31,880.59	46,589.00	61,678.87
Net Income:	330,653.52	184,895.47	169,805.60



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

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

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**Item Title:** Approval of Resolution CRA–R–2025-04 Approving of the Revised CRA Bylaws (**Administration**)

**COMMUNITY REDEVELOPMENT ACTION:**

<b>CRA DECISION</b>	YES	<b>Department:</b> ADMINISTRATION  <b>Exhibits:</b>  • Resolution CRA–R–2025-04 Revised Draft 3-20-25
<b>CONSENT AGENDA</b>		
<b>NEW BUSINESS</b>	YES	
<b>ADMINISTRATIVE</b>		
<b>CRA DISCUSSION</b>		

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

**SUMMARY:** The TOECRA last approved bylaws back in 2023. The Board of Directors expressed to combine the existing bylaws with the additional two board presented bylaws. The adoption of the Bylaws is paramount to the function of the board and provides clear intent and responsibilities in which the board operates. Additionally, the bylaws set forth board members’ responsibilities and establish the officers of the board, meeting requirements and financial/reporting requirements. The Board of Directors have conducted discussion this fiscal year at least twice this fiscal year and the major points of concerns agreed upon is being addressed accordingly within these bylaws. **RECOMMENDATION:** The TOECRA Administration recommends approval of Resolution CRA-R-2025-04 and the attached bylaws to ensure operations of the board and administration are done effectively.

**FISCAL & EFFICIENCY DATA:** No fiscal impact.



**RESOLUTION CRA-R-2025-04**

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

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

**ARTICLE 1: THE ORGANIZATION**

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

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

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

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

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

**ARTICLE II.CRA BOARD OF DIRECTORS**

**1.6 MEMBERS OF THE BOARD OF DIRECTORS:** Per the Interlocal Agreement established between the taxing authorities (Orange County and the Town of Eatonville) and the Agency consistent with Chapter 163 Part III of the Florida Statute, the membership must consist of the

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

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

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

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

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

**ARTICLE V MEETINGS:**

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

**2.2 SPECIAL MEETINGS:** Special meetings may be called by the Chair and/or Executive Director in accordance with the Florida Statute and CRA policies and procedures. All Special meetings must be held consistent with CRA policies and procedures along with Florida Statute. All board members can call a special session meeting and are responsible for providing all documentation and justification for such meeting. A quorum must be established by the Town Clerk for meeting to proceed.

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

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

**2.5 AGENDA:** The Executive Director shall prepare all meetings Agendas with review by the Chair. The Agenda and Agenda Packet must be delivered to each member no later than five(5) days before the meeting date. Agenda items requested by Board members must be in writing and presented to the Executive Director seven (7) days prior to such a meeting scheduled and all required documentation for such a meeting shall be the responsibility of the board member.

**ARTICLE VI FINANCIAL MANAGEMENT and ANNUAL REPORTING**

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

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

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

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

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

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

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

**ARTICLE VII      CRA ADVISORY BOARD**

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

**ARTICLE IX AMENDMENT OF BYLAWS**

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

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

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

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

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Angie Gardner, Chairman

**ATTEST:**

\_\_\_\_\_  
Veronica King, Town Clerk or Board Designee



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

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

**ITEM TITLE:** Approval of Resolution # CRA-R-2025-16 (**Administration**)

**COMMUNITY REDEVELOPMENT ACTION:**

<b>CRA DECISION</b>	YES	<b>Department: ADMINISTRATION</b>  <b>Exhibits:</b> Commercial Sale and Purchase Contract  <ul style="list-style-type: none"> <li>• Resolution CRA-R-2025-16</li> <li>• Purchase Contract</li> <li>• Title Work</li> <li>• Parcel Record</li> <li>• Appraisal (Ordered)</li> </ul>
<b>CONSENT AGENDA</b>		
<b>NEW BUSINESS</b>	YES	
<b>ADMINISTRATIVE</b>	YES	
<b>CRA DISCUSSION</b>		

**REQUEST:** Approval of Resolution # CRA-R-2025-16 Authorizing the Purchase of Property Located At 140 S. West, Eatonville, Florida 32751.

**SUMMARY:** The TOE CRA Executive Director is requesting that the Board of Directors authorize the purchase of 140 S. West St. for \$650,000.00. Staff have included the Purchase Contract and completed title work. This acquisition will start the process to develop the Eatonville Cultural Center.

**RECOMMENDATION:** Approval of Resolution # CRA-R-2025-16 Authorizing the Purchase of Property Located At 140 S. West, Eatonville, Florida 32751.

**FISCAL & EFFICIENCY DATA:** Expenditure of \$650,000.00 from TOE CRA Trust Fund leaving a balance of approximately \$800,000.00



**RESOLUTION #CRA-R-2025-16**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) BOARD OF DIRECTORS AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 140 S. WEST, EATONVILLE, FLORIDA 32751; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

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

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

**WHEREAS** the TOECRA Board of Directors seeks to acquire property located at 140 S. West St. whose parcel I.D. is (36-21-29-3660-03-010) and legal description is HOLDEN BROS SUB C/85 LOTS 1 TO 4 BLK 3; and

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

**WHEREAS** the TOECRA Board of Directors authorize the Executive Director to acquire 140 S. West St. subject to clear title, subject to appraisal and subject to property being vacant by closing date; and

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

**SECTION ONE: BACKGROUND:** The Town of Eatonville Town Council has approved for the TOE CRA entered into a purchase contract for 140 S. West St., Eatonville, FL 32751 and authorizes the closing of such purchase with the terms as listed within the purchase contract. Seller desires to sale such property to the TOE CRA for the cash amount of \$650,000.00 and has executed a Letter of Intent.

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

1. Acquisition of property within a slum area or a blighted area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition.
  
4. Disposition of any property acquired in the community redevelopment area at its fair value as provided in s. [163.380](#) for uses in accordance with the community redevelopment plan.





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

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

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

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

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

PASSED AND ADOPTED this 20<sup>th</sup> day of MARCH, 2025.

ATTEST:

\_\_\_\_\_  
Veronica L. King, Town Clerk

\_\_\_\_\_  
Angie Gardner, Chairwoman



# FLORIDA COMMERCIAL REAL ESTATE PURCHASE AGREEMENT

**I. THE PARTIES.** This Commercial Real Estate Purchase Agreement (“Agreement”) made on \_\_\_\_\_, 20\_\_<sup>25</sup> (“Agreement Date”), between:

TOWN OF EATONVILLE CRA (“Buyer”) with a mailing address of 307 E KENNEDY BLVD, City of EATONVILLE, State of FLORIDA who agrees to buy, and

DISTRESSED SOLUTIONS LLC (“Seller”) with a mailing address of 550 N REO ST STE 202, City of TAMPA, State of FLORIDA who agrees to sell and convey real and personal property as described in Sections II & III. Buyer and Seller shall be collectively known as the “Parties.”

**II. LEGAL DESCRIPTION.** The real property along with improvements and fixtures thereon and with all appurtenant rights, privileges, and easements is best described as: (check one)

- Industrial Property
- Land (only)
- Multi-Family with \_\_\_\_\_ total residential units
- Office Building
- Retail Property
- Mixed Use Property (any combination of above)
- Other: DAYCARE

Street Address: 140 S WEST ST., EATONVILLE, FLORIDA 32751

Tax Parcel Information (i.e., “Parcel ID” or “Tax Map & Lot”): 36-21-29-3660-03-010

Other Description: : HOLDEN BROS SUB C/85 LOTS 1 TO 4 BLK 3

**III. PERSONAL PROPERTY.** In addition to the real property described in Section II, the Seller shall include the following personal property: N/A

The real property in Section II and any personal property in Section III shall be collectively known as the “Property”.



Buyer’s Initials \_\_\_\_\_ Seller’s Initials \_\_\_\_\_

**IV. PURCHASE PRICE.** The Buyer agrees to purchase the Property by payment of \$ 650,000.00 ( SIX HUNDRED FIFTY THOUSAND Dollars) as follows: (check one)

- **All Cash Offer.** No loan or financing of any kind is required in order to purchase the Property. Buyer shall provide Seller written third (3rd) party documentation verifying sufficient funds to close no later than APRIL 25TH, 2025, at 5:00  AM  PM. Seller shall have three (3) calendar days after the receipt of such documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds such verification of funds is not acceptable, Seller may terminate this Agreement. Failure of Seller to provide Buyer written notice of objection to such verification shall be considered acceptance of verification of funds.

- **Bank Financing.** The Buyer's ability to purchase the Property is contingent upon the Buyer's ability to obtain financing under the following conditions:

- a.) **Loan Application.** Buyer agrees, within a reasonable time, to make a good faith loan application with a credible financial institution;
- b.) **Contingency.** If Buyer does not reveal a fact of contingency to the lender and this purchase does not record because of such nondisclosure after initial application, the Buyer shall be in default;
- c.) **Letter.** On or before N/A, 20 N/A, the Buyer will provide the Seller a letter from a credible financial institution verifying a satisfactory credit report, acceptable income, source of down payment, availability of funds to close, and that the loan approval  is  is not contingent on the lease, sale, or recording of another property;
- d.) **Failure to Produce.** In the event the Buyer fails to produce the aforementioned letter or other acceptable verification by the date above in Section IV(c), this Agreement may be terminated at the election of the Seller with written notice provided to the Buyer within N/A calendar days from the date in Section IV(c);
- e.) **Seller's Approval.** Buyer must obtain Seller's approval, in writing, to any change to the letter described in Section IV(c) regarding the financial institution, type of financing, or allocation of closing costs; and
- f.) **Fees.** Buyer agrees to pay all fees and satisfy all conditions in a timely manner required by the financial institution for processing the loan application. Buyer agrees the interest rate offered by a lender or the availability of any financing program is not a contingency of this Agreement, so long as Buyer qualifies for the financing herein agreed. The availability of any financing program may change at any time. Any licensed real estate agent hired by either party is not responsible for representations or guarantees as to the availability of any loans, project, and/or property approvals or interest rates.

- **Seller Financing.** Seller agrees to provide financing to the Buyer under the following terms and conditions:

- a.) **Loan Amount:** \$ N/A



- b.) **Down Payment:** \$ N/A
- c.) **Interest Rate** (per annum): N/A %
- d.) **Term:** N/A  Months  Years
- e.) **Documents:** The Buyer shall be required to produce documentation, as required by the Seller, verifying the Buyer's ability to purchase according to the Purchase Price and the terms of the Seller Financing. Therefore, such Seller Financing is contingent upon the Seller's approval of the requested documentation to be provided on or before N/A, 20N/A. The Seller shall have until N/A, 20N/A, to approve the Buyer's documentation. In the event the Buyer fails to obtain Seller's approval, this Agreement shall be terminated with the Buyer's Earnest Money being returned within five (5) calendar days.

**V. EARNEST MONEY DEPOSIT.** After acceptance by all Parties, the Buyer agrees to make a payment in the amount of \$ 5000.00 as consideration by APRIL 15, 2025 at 4: 00  AM  PM ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing and subject to the Buyer's ability to perform under the terms of this Agreement. Any Earnest Money accepted  is  **is not** required to be placed in a separate trust or escrow account in accordance with Florida law. The Earnest Money shall be held by RED DOOR TITLE ("Escrow Agent").

- a.) **Return of Deposit.** Unless otherwise specified in this Agreement, in the event any condition of this Agreement is not met and the Buyer has fulfilled any required notice obligation in a timely manner regarding the condition having not been met, the Escrow Money shall be returned in accordance with Florida law.

**VI. INSPECTION PERIOD.** Buyer shall be under no obligation to purchase the Property or otherwise perform under this Agreement unless Buyer determines the Property to be, in all respects, suitable for its intended purposes. The decision as to whether the Property is suitable for its intended purposes shall be the sole decision of Buyer, determined in the absolute discretion of Buyer, with Buyer's decision being final and binding upon both Parties. Buyer shall have until APRIL, 2025, at 4: 00  AM  PM to notify Seller of its termination of this Agreement due to Buyer's determination that the Property is unsuitable for its intended purpose ("Inspection Period"). In the event Buyer elects to terminate this Agreement, Buyer shall provide written notice of termination to Seller prior to the expiration of the Inspection Period. In the event Buyer provides said notice of termination, Seller and any Escrow Agent shall be obligated to return the Escrow Money to the Buyer as provided in Section V hereof, and neither party shall have any further rights or obligations under this Agreement. In the event Buyer does not submit written notice of termination prior to the expiration of the Inspection Period, the Buyer shall be deemed to be satisfied with its inspections of the Property, and this contingency shall be deemed to be fulfilled. The Seller, at no expense, shall fully cooperate with Buyer in obtaining any and all approvals required from any Federal, State, or Local Government ("Governmental Approvals") necessary for Buyer to satisfy their needs during the Inspection Period for the suitability of the Property. Said Governmental Approvals shall be



obtained during the Inspection Period unless the Parties agree otherwise. Any additional agreements related to this Section must be done in writing and attached to this Agreement.

**VII. SELLER'S DISCLOSURES.** In order to meet the Buyer's obligations during the Inspection Period, the Seller shall be required to provide the following documents and records, to the extent they are within the possession or control of the Seller, at the Seller's sole cost and expense:

- a.) **Title Commitment.** A title commitment ("Title Commitment") from a title company selected by the Seller to the Buyer's approval ("Title Company"), together with a copy of each instrument, agreement or document listed as an exception to title in such Title Commitment;
- b.) **Disclosure Statement.** A disclosure statement of the Property signed and dated by the Seller;
- c.) **Other Agreements.** A true and correct copy of all management agreements and contracts affecting the Property;
- d.) **Studies and Reports.** All copies in the Seller's possession of studies and/or reports which have previously been performed in connection with or for the Property, including without limitation, environmental reports, soils studies, seismic studies, physical inspection reports, site plans and surveys, and identification of such studies of which the Seller is aware but that are not in their possession;
- e.) **Written Notices.** All copies of written notices relating to a violation of a Local, State, or Federal law including, without limitation, environmental laws relating to land use, zoning compliance, or building codes;
- f.) **Water Rights.** Water rights and/or water shares used in connection with the Property;
- g.) **Copies of Leases.** Copies of all current leases together with any ongoing evictions or legal matters related to the Property; and
- h.) **Other Documents.** Any other documents related to the Property that could serve as evidence to adversely affect its value.

Seller shall be required to provide the aforementioned disclosures within \_\_\_\_ calendar days after the Effective Date of this Agreement.

**VIII. TITLE.** Merchantable title shall be conveyed by TBD BY TITLE COMPANY deed, subject to conditions, zoning, restrictions, and easements of record, if any, which do not interfere with or restrict the existing use of the Property.

- a.) **Title Insurance.** At the  Seller's expense  Buyer's expense  Shared expense of both Parties, the Seller shall provide the Buyer with a standard owner's policy insuring marketable title in the amount of the Purchase Price. If any matter disclosed by the Title Commitment adversely and materially affects the value of the Premises or Buyer's intended use of the Property, the Buyer shall have the right to terminate this Agreement by giving the Seller written notice within 3 calendar days after copies of the Title Commitment, in accordance with Section VII, are delivered to the Buyer; otherwise, the Buyer's right to terminate this Agreement pursuant to this Section shall be deemed to have been waived. A matter disclosed on the Title Commitment that is in the form of a lien that is liquidated in amount, and



that can be readily discharged, shall not be grounds for termination of this Agreement by Buyer under this Section so long as the Seller discharges such lien(s) at Closing.

**IX. SURVEY.** The Parties agree that: (check one)

- **Seller's Recorded Surveys are Satisfactory.** The Parties agree that the survey provided in accordance with Section VII from the Seller's records shall be adequate to fulfill the survey obligations of the Buyer. If a survey is not provided by the Seller, a new survey shall be requested and provided to the Buyer at the expense of the Seller.

- **New Survey Requested.** Buyer will, at the  Seller's  Buyer's  Shared expense and within a timeframe allowed to deliver and examine title evidence, obtain a certified survey of the Property from a certified and registered surveyor within the State. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, such encroachments will constitute a title defect. The Buyer shall have the right to terminate this Agreement with written notice to the Seller within 3 calendar days of being notified of said title defect.

**X. CURE PERIOD.** Prior to any claim for default being made, either the Buyer or Seller will have an opportunity to cure any alleged default. If either Buyer or Seller fails to comply with any provision of this Agreement, the other party will deliver written notice to the non-complying party specifying such non-compliance. The non-complying party shall have 3 calendar days after delivery of such notice to cure the non-compliance.

**XI. CLOSING.** The purchase of the Property shall be closed on OR BEFORE APRIL 30, 2025 at 4:00  AM  PM or earlier at the office of a title company to be agreed upon by the Parties ("Closing"). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be paid by the Seller and prorated as of the Closing.

a.) **Closing Costs.** The costs attributed to the Closing of the Property shall be the responsibility of  Buyer  Seller  **Both Parties**. The fees and costs related to the Closing shall include, but not be limited to, a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

**XII. SALE OF BUYER'S PROPERTY.** Performance under this Agreement: (check one)

- **Shall not** be contingent upon the Buyer selling another property.



Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_



- **Shall be** contingent upon the Buyer selling another property with a mailing address of N/A, City of N/A, State of N/A, within N/A calendar days from the Effective Date.

**XIII. ASSIGNABILITY.** This Agreement is: (check one)

- **Assignable.** If this Agreement may be assignable, the Buyer shall deliver a copy of the assignment agreement to the Seller at least \_\_\_\_\_ calendar days prior to Closing.
- **Not Assignable.**

**XIV. NOTICES.** All notices shall be in writing and may be delivered by the following acceptable method(s): (check all that apply)

- E-Mail
- Certified Mail (with return receipt)
- Personal Delivery
- Other: \_\_\_\_\_

Such notices shall be sent to the respective Parties' mailing addresses listed in Section I unless otherwise listed below:

Buyer: 307 E KENNEDY BLVD EATONVILLE, FLORIDA 32751

Seller: 550 N REO ST STE 202 TAMPA, FL 33609-1062

**XV. CONVEYANCE.** Upon performance by the Buyer of the closing obligations specified herein, the Seller shall convey marketable title of the Property to the Buyer by the deed mentioned in Section VIII, including, but not limited to, oil, gas, and other mineral rights, subject only to building and use restrictions, easements, and restrictions of record, if any.

**XVI. ENVIRONMENTAL WARRANTY, DISCLOSURES AND INDEMNIFICATION.** To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State, and Local statutes and regulations, have been disposed of, released, or found. No claim has been made against Seller with regard to hazardous substances or wastes as set forth herein, and Seller is not aware that any such claim is current or ever has been threatened. Seller shall inform Buyer, to the best of Seller's knowledge, of any hazardous materials or release of any such materials into the environment, and of the existence of any underground structures or utilities which are or may be present on the Property.

**XVII. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** As an inducement to Buyer to enter into this Agreement and to purchase the Property, Seller warrants, represents, and covenants to Buyer, as follows:



Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

a.) **Authority.** Seller: (i) if an entity is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws in the State of Florida or another State; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Buyer in accordance with the terms and provisions of this Agreement.

b.) **Title and Characteristics of Property.** Seller, as of the date of execution of this Agreement, owns the Property in fee simple and has marketable and good title of public record and, in fact, the Property at Closing shall have the title status as described in Section VIII of this Agreement.

c.) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller at the Closing, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. At Closing, all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller at Closing, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

d.) **Condemnation.** The Seller has received no notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.

e.) **Litigation.** There is no action, suit or proceeding pending or, to Seller's knowledge, threatened by or against or affecting Seller or the Property, which does or will involve or affect the Property or title thereto. Seller will defend, indemnify, and otherwise hold Buyer harmless from any and all claims of any person due to, arising out of or relating to the Property, including any and all costs, expenses, and attorneys' fees which Buyer may incur as a result of Seller's breach of its warranty hereunder. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Buyer written notice thereof.

f.) **Assessments and Taxes.** No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Buyer of any such assessments which are brought to Seller's attention after the execution of this Agreement. The Seller will pay or cause to be paid promptly all City, State, and County ad valorem taxes and similar taxes and assessments, all sewer and water charges, and all other governmental charges levied or imposed upon or assessed against the Property which are due on or prior to the Closing.

g.) **Boundaries.** (i) There is no dispute involving or concerning the location of the lines and corners of the Property; (ii) to Seller's knowledge there are no



encroachments on the Property and no portion of the Property is located within any "Special Flood Hazard Area" designated by the United States Department of Housing and Urban Development and/or Federal Emergency Management Agency, or in any area similarly designated by any agency or other governmental authority; and (iii) no portion of the Property is located within a watershed area imposing restrictions upon the use of the Property or any part thereof.

h.) **No Violations.** The Seller has received no notice there are any violations of State or Federal laws, municipal or county ordinances, or other legal regulations or requirements with respect to the Property, including those violations referenced in Paragraph 7 above. The Seller has received no notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations. In the event Seller receives notice of any such violations affecting the Property prior to the Closing, Seller shall promptly notify Buyer thereof and shall promptly and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations.

i.) **Foreign Ownership.** Seller is not a "foreign person" as that term is defined in the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Buyer has no obligation under Section 1445 of the U.S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U.S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).

j.) **Prior Options.** No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Property, or any part thereof, which are effective as of the execution date.

k.) **Mechanics and Materialmen.** At Closing, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect, or engineer for work, labor, or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property and shall not have done any work on the Property within one-hundred twenty (120) days prior to Closing.

**XVIII. BUYER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** Buyer: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of Florida or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement.

a.) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Buyer at the Closing, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Buyer is a party, or any judicial order or judgment of any nature by which Buyer is bound. At Closing, all



necessary and appropriate action will have been taken by Buyer authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Buyer of the documents and instruments to be executed by Buyer at Closing, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

**XIX. ESCROW AGENT.** The Parties authorize the Escrow Agent to receive, deposit, and hold funds and other property in escrow, including Earnest Money, that is subject to collection and disburse them in accordance with the terms of this Agreement. The Parties agree that the Escrow Agent will not be liable to any person for missed delivery of Escrow Money to the Buyer and the Seller, unless the missed delivery is due to the Escrow Agent's willful breach of this Agreement or gross negligence. If the Escrow Agent has doubt as to their duties or obligations under this Agreement, Escrow Agent may, at their sole decision:

- a.) **Hold the Escrow Money.** Hold any Escrow Money until the Parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the Parties; or
- b.) **Deposit.** Deposit the Escrow Money with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the Parties of such action, Escrow Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Escrow Agent is a licensed real estate broker, Escrow Agent will comply with Florida law. In any suit in which Escrow Agent interpleads the escrowed items or is made a party because of acting as Escrow Agent hereunder, Escrow Agent will recover reasonable attorneys' fees and costs incurred, with these amounts to be paid from and out of the Escrow Money and charged and awarded as court costs in favor of the prevailing party.

**XX. SELLER'S DEFAULT.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Buyer may, at Buyer's option and as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Escrow Money, in which case this Agreement shall terminate in full.

**XXI. BUYER'S DEFAULT.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Buyer's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to receipt of the Escrow Money amount as full and complete liquidated damages for such default of Buyer. The Parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Escrow Money is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer for any claims, injury, or loss arising from or in connection with this Agreement, including without limitation: (i) for specific



Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

performance of this Agreement; or (ii) to recover any damages in excess of such liquidated damages.

**XXII. ATTORNEYS' FEES.** In any claim or controversy arising out of or relating to this Agreement, the prevailing party, which for purposes of this provision shall include the Buyer, Seller, and any real estate agent, will be awarded reasonable attorneys' fees, costs, and expenses.

**XXIII. DAMAGE TO THE PROPERTY.** If the property is damaged, by fire or other casualty, after the Effective Date and before the Closing, the Seller will bear the risk of loss, and the Buyer may cancel this Agreement without liability and the Escrow Money shall be returned to the Buyer. Alternatively, the Buyer will have the option of purchasing the Property at the agreed-upon Purchase Price and the Seller will credit the deductible, if any, and transfer to the Buyer at Closing any insurance proceeds or Seller's claim to any insurance proceeds payable for the damage. The Seller will cooperate with and assist the Buyer in collecting any such proceeds. The Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

Furthermore, if any part of the Property, after the Effective Date and before the Closing, is taken in condemnation or under the right of eminent domain, or proceedings for such taking are pending or threatened, the Buyer may cancel this Agreement without liability and the Escrow Money will be returned to the Buyer. Alternatively, the Buyer will have the option of purchasing what is left of the Property at the agreed-upon Purchase Price and the Seller will transfer to the Buyer at Closing the proceeds of any award or the Seller's claim to any award payable for the taking. The Seller will cooperate with and assist the Buyer in collecting such an award.

**XXIV. OPERATION OF PROPERTY DURING AGREEMENT PERIOD.** The Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to the Agreement and will take no action that would adversely impact the Property, tenants, lender, or business, if any. Any changes, such as renting vacant space, that materially affects the Property or the Buyer's intended use will be permitted only with the Buyer's consent.

**XXV. CLOSING PROCEDURE.** Unless otherwise agreed or stated herein, the Closing shall be in accordance with the laws located in the State of Florida.

a.) **Possession and Occupancy.** The Seller will deliver possession and occupancy of the Property to the Buyer at Closing. The Seller shall provide access to all locks, including keys, remote controls, and any security/access codes, necessary to operate all locks, mailboxes, and security systems.

b.) **Costs.** The Buyer will pay the Buyer's attorneys' fees, taxes, and recording fees on notes, mortgages, and financing statements and recording fees for the deed. The Seller will pay the Seller's attorneys' fees, taxes on the deed, and recording fees for documents needed to cure title defects.

c.) **Documents.** The Seller will provide: the deed, the bill of sale, mechanic's lien affidavit, originals of those assignable service and maintenance contracts that will be



Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

assumed by the Buyer after the Closing, letters to each service contractor from the Seller advising each of them of the sale of the Property, and if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by the Seller from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases and updated rent roll; tenant and lender estoppel letters; tenant subordination, non-disturbance and attornment agreements (SNDA's) required by the Buyer or the Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, the Seller will certify to the buyer that the lease is correct. If the Seller is an entity, the Seller will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. The Seller will transfer security deposits to the Buyer. The Buyer will provide the closing statement, mortgages and notes, security agreements, and financing statements.

d.) **Taxes and Prorations.** The real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by the Buyer, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to Buyer, and operating expenses will be prorated through the day before Closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at the request of either party, be readjusted upon receipt of the current year's tax bill; this provision will survive the Closing.

e.) **Special Assessment Liens.** Certified, confirmed, and ratified special assessment liens as of the Closing will be paid by the Seller. If a certified, confirmed, and ratified special assessment is payable in installments, the Seller will pay all installments due and payable on or before the Closing, with any installment for any period extending beyond the Closing prorated, and the Buyer will assume all installments that become due and payable after the Closing. The Buyer shall be responsible for all assessments of any kind which become due and owing after the Closing, unless an improvement is substantially completed as of the Closing. If an improvement is substantially completed as of the Closing but has not resulted in a lien before Closing, the Seller will pay an amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

**XXVI. RECORDING.** Buyer and Seller agree that before the recording of the deed can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State of Florida, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

**XXVII. ACCEPTANCE.** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accept the above offer and agrees to sell the Property on the above terms



Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

and conditions and agrees to the agency relationships in accordance with any agreement(s) made with a licensed real estate agent(s). The Seller has read and acknowledges receipt of a copy of this Agreement and authorizes any licensed real estate agent(s) to deliver a signed copy to the Buyer.

Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient; and (iii) by facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

- a.) **Real Estate Agent(s).** If Buyer or Seller have hired the services of the licensed real estate agent(s) to perform representation on their behalf, he/she/they shall be entitled to payment for their services as outlined in their separate written agreement.

**XXVIII. BINDING EFFECT.** This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which, therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

**XXIX. SEVERABILITY.** In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

**XXX. DISCLOSURES.** The following disclosures are attached to this Agreement and required to be read and signed by the Parties:

- a.) LEAD BASED PAINT \_\_\_\_\_
- b.) ABESTOS \_\_\_\_\_
- c.) \_\_\_\_\_
- d.) \_\_\_\_\_

**XXXI. DISPUTE RESOLUTION.** Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.

- a.) **Mediation.** If a dispute arises between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.
- b.) **Arbitration.** The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator is required to be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience, unless the Parties mutually agree to a different arbitrator. Under arbitration, the Parties shall have the right to discovery in accordance with Florida law. Judgment upon the award



of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this Agreement to arbitrate shall be governed by the Federal Arbitration Act.

- c.) **Exclusions.** The following matters shall be excluded from the mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or installment land sale contract as defined in accordance with Florida law; (ii) an unlawful detainer action, forcible entry detainer, eviction action, or equivalent; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of probate, small claims, or bankruptcy court. The filing of court action to enable the recording of a notice of pending action, for an order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions of this Section.

**XXXII. TERMS AND CONDITIONS OF OFFER.** This is an offer to purchase the Property in accordance with the above-stated terms and conditions of this Agreement. If at least one, but not all, of the Parties initial such pages, a counteroffer is required until an agreement is reached. The Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and the Buyer subsequently defaults, the Buyer may be responsible for payment of licensed real estate agent(s) compensation. This Agreement and any supplement, addendum, or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

**XXXIII. GOVERNING LAW.** This Agreement shall be interpreted in accordance with the laws in the State of Florida ("Governing Law").

**XXXIV. OFFER EXPIRATION.** This offer to purchase the Property as outlined in this Agreement shall be deemed revoked, and the Earnest Money shall be returned, unless this Agreement is signed by Seller and a copy of this Agreement is personally given to the Buyer by APRIL 9, 2025 at 4 : 00  AM  PM.

**a.) Effective Date.** The "Effective Date" of this Agreement is the date on which the last one of the Parties has signed or initialed and delivered this offer or the final counteroffer. Calendar days will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. local time of the next business day. Time is of the essence in this Agreement.

**XXXV. ADDITIONAL TERMS & CONDITIONS.** \_\_\_\_\_

1. Contract is subject to appraisal and clear title. \_\_\_\_\_
2. Contract is subject to the Eatonville Town Council and TOE CRA Board of Directors approval. \_\_\_\_\_

**XXXVI. ENTIRE AGREEMENT.** This Agreement, together with any attached addendums or disclosures, shall supersede any and all other prior understandings and agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the Parties with respect to the said



Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_



Property. All prior negotiations and agreements between the Parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement, or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

**Seller's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: Lee Karney

**Seller's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

**Buyer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: Angie Gardner

**Buyer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

**Agent's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

**Agent's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_



Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_



*Fidelity National Title Insurance Company*

## TITLE SEARCH REPORT

Order No.: 12244304

Customer Reference: 140 S West St  
(use for AgentTRAX documents)

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

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

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

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

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

Dated: February 11, 2025

**Fidelity National Title Insurance Company**  
TITLE SEARCH REPORT  
Schedule A

1. PERIOD SEARCHED:

The period covered in the search commenced with the Base Title as determined by Company and ends on: **February 03, 2025 at 5:00 PM**

2. Policy or Policies to be issued:

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

**140 S WEST STREET**

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

Fee Simple

4. Last grantee of record for the period searched:

**Distressed Solutions LLC, a Delaware Limited Liability Company and, as disclosed in the Public Records, has been since June 29, 2022.**

5. The land is described as follows:

See attached Exhibit "A"

TITLE SEARCH REPORT  
Schedule B Section 1  
Requirements

The following are the requirements to be complied with:

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

The Company will require the following as to Distressed Solutions LLC, a Delaware Limited Liability Company: ("LLC"):

- i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.
- ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.
- iii. Record an affidavit from the person executing the proposed deed on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member-managed or manager-managed; (c) the identity of the member or manager and the person authorized to execute the deed; and (d) neither the LLC nor any member signing the deed have filed bankruptcy since the LLC acquired title.
- iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.

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

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

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

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

7. **Record in the Public Records a release or satisfaction of the Federal Tax Lien or in the event it does not apply, record a satisfactory Affidavit from Michelle Delories Ruiz (predecessor in title), that she is not**

TITLE SEARCH REPORT  
REQUIREMENTS continued

one and the same person as Mechelle T. Ruiz (idem sonans) similarly named in said Federal Tax Lien recorded October 7, 2015 in Official Records Book 10994, Page 5318. Said Affidavit must contain the legal description of captioned property.

8. Record in the Public Records a release or satisfaction of the State of Florida Department of Revenue Tax Warrant against EKDN Properties Inc. (predecessor in title) recorded January 19, 2016 in Official Records Instrument No. 20160028445.
9. Satisfaction and release of that certain Mortgage, Security Agreement, Financing Statement and Assignment of Rents, executed by Distressed Solutions LLC, a Delaware limited liability company, Mortgagor, in favor of RPM Realty Investments, LLC, a Delaware limited liability company, Mortgagee, dated June 17, 2022, in the original principal amount of \$560,000.00, recorded June 29, 2022, in Official Records Instrument No. 20220403558.

Note: The original promissory note secured by the above described mortgage must be produced and cancelled and if this is an equity line mortgage, in addition to satisfying the mortgage, the equity line must be closed and terminated prior to closing.

10. Satisfaction and release of that certain Mortgage executed by Distressed Solutions LLC, a Delaware limited liability company, Mortgagor, in favor of Elixys Capital LLC, Mortgagee, dated July 6, 2022, recorded October 13, 2022, in Official Records Instrument No. 20220624362.

Note: The original promissory note secured by the above described mortgage must be produced and cancelled and if this is an equity line mortgage, in addition to satisfying the mortgage, the equity line must be closed and terminated prior to closing.

11. Satisfaction and release of that certain Mortgage executed by Distressed Solutions LLC, a Delaware limited liability company, Mortgagor, in favor of Vierdeco LLC, Mortgagee, dated October 11, 2022, recorded October 14, 2022, in Official Records Instrument No. 20220624692.

Note: The original promissory note secured by the above described mortgage must be produced and cancelled and if this is an equity line mortgage, in addition to satisfying the mortgage, the equity line must be closed and terminated prior to closing.

12. Unimproved land and other property with an absentee owner poses an elevated risk of fraud. The title agent must use due diligence to verify the identity of the seller(s). Please see Florida Underwriting Bulletin 2021-09, a copy of which is available at fnfflorida.com, for guidelines.

13. Redemption of Tax Sale Certificate No.# 20230006585 for unpaid taxes for the year(s) 2022.

14. Redemption of Tax Sale Certificate No.# 240007160 for unpaid taxes for the year(s) 2023.

15. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2024 in the gross amount of \$9,216.94 under Tax Folio Number: 35-21-29-3660-03-010.

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

The last conveyance of title that has been of record for more than 24 months and all subsequently recorded conveyances are: Deed recorded 6/29/2022 under Instrument Number 20220403556

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

TITLE SEARCH REPORT  
REQUIREMENTS continued

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

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

TITLE SEARCH REPORT  
Schedule B Section 2  
Exceptions

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

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

NOTES ON STANDARD EXCEPTIONS:

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

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

6. Matters shown on the Plat of Holden Bro's Subdivision recorded in Plat Book C, Page 85.
7. Easement in favor of Florida Power Corporation recorded in Official Records Book 2863, Page 1992.
8. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.
9. This commitment and any policy when issued will not insure any right title or interest to any personal property located on subject land.

TITLE SEARCH REPORT  
EXCEPTIONS continued

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

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

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



TITLE SEARCH REPORT  
EXHIBIT "A"  
LEGAL DESCRIPTION

Lots 1, 2, 3 and 4, Block 3, HOLDEN BRO'S SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book C, Page 85, of the Public Records of Orange County, Florida.

# Property Record - 35-21-29-3660-03-010

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

## Property Summary as of 12/12/2024

### Property Name

140 S West St

### Names

Distressed Solutions Llc

### Municipality

EVL - Eatonville

### Property Use

1910 - Office Child Care I

### Mailing Address

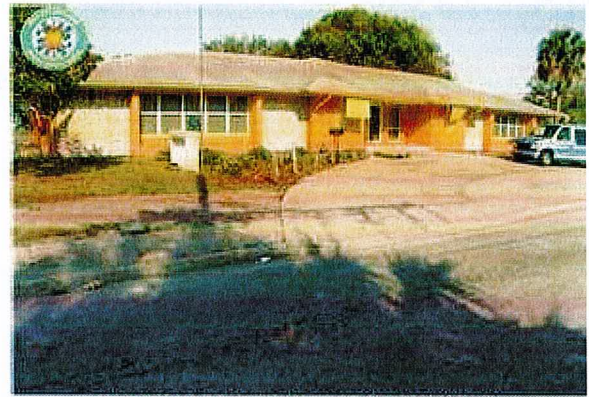
550 N Reo St Ste 202  
Tampa, FL 33609-1062

### Physical Address

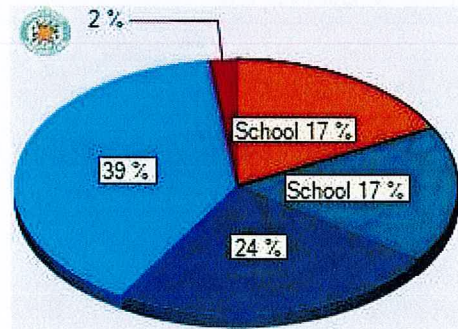
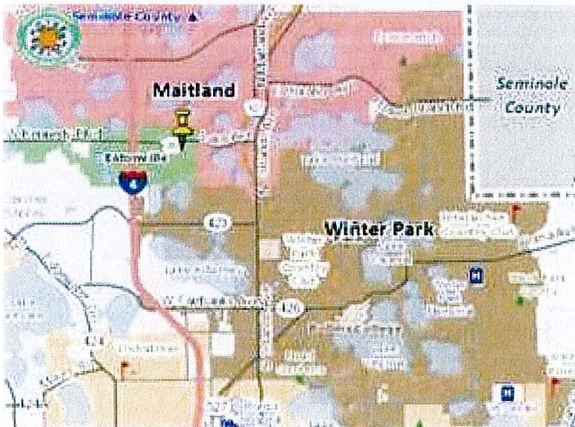
140 S West St  
Maitland, FL 32751



140 S WEST ST, EATONVILLE, FL 32751 6/22/2023 12:51 PM







292135366003010 03/19/2006



## Value and Taxes

### Historical Value and Tax Benefits

Tax Year Values	Land	Building(s)	Feature(s)	Market Value	Assessed Value
2024 	\$89,241	+ \$390,171	+ \$12,248	=\$491,660 (-1.3%)	<b>\$491,660</b> (-1.3%)
2023 	\$89,241	+ \$396,872	+ \$12,248	=\$498,361 (10.0%)	<b>\$498,361</b> (10.0%)
2022 	\$84,839	+ \$356,159	+ \$12,248	=\$453,246 (-7.1%)	<b>\$453,246</b> (-7.1%)
2021 	\$77,235	+ \$398,296	+ \$12,248	=\$487,779	<b>\$487,779</b>

### 2024 Taxable Value and Certified Taxes

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes	%
Public Schools: By State Law (Rle)	\$491,660	\$0	\$491,660	3.2160 (1.36%)	<b>\$1,581.18</b>	17%
Public Schools: By Local Board	\$491,660	\$0	\$491,660	3.2480 (0.00%)	<b>\$1,596.91</b>	17%
Orange County (General)	\$491,660	\$0	\$491,660	4.4347 (0.00%)	<b>\$2,180.36</b>	24%
Town Of Eatonville	\$491,660	\$0	\$491,660	7.2938 (0.00%)	<b>\$3,586.07</b>	39%
Library - Operating Budget	\$491,660	\$0	\$491,660	0.3748 (0.00%)	<b>\$184.27</b>	2%
St Johns Water Management District	\$491,660	\$0	\$491,660	0.1793 (0.00%)	<b>\$88.15</b>	1%
				<b>18.7466</b>	<b>\$9,216.94</b>	

### 2024 Non-Ad Valorem Assessments

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

### Tax Savings

2025 Estimated Gross Tax Total:	\$9,218.05
Your property taxes without exemptions would be	\$9,218.05
Your ad-valorem property tax with exemptions is	- \$9,218.05
Providing You A Savings Of	= \$0.00

## Property Features

### Property Description

HOLDEN BROS SUB C/85 LOTS 1 TO 4 BLK 3

### Total Land Area

40,018 sqft (+/-) | 0.92 acres (+/-) GIS Calculated

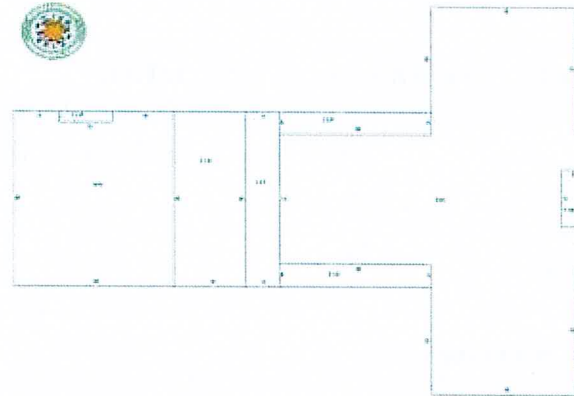
### Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
1910 - Office Child Care I	EVL-R-2	40018 Units	\$2.00	\$89,240	\$0.00	\$0

### Buildings

<b>Model Code</b>	4 - Commercial
<b>Type Code</b>	1910 - Office Child Care I
<b>Building Value</b>	working...
<b>Estimated New Cost</b>	working...
<b>Actual Year Built</b>	1968
<b>Beds</b>	0
<b>Baths</b>	0.0
<b>Floors</b>	1
<b>Gross Area</b>	9006 sqft
<b>Living Area</b>	7106 sqft
<b>Exterior Wall</b>	Conc/Cindr
<b>Interior Wall</b>	Drywall

<b>Subarea Description</b>	<b>Sqft</b>	<b>Value</b>
BAS - Base Area	1890	working...
BAS - Base Area	5216	working...
FOP - Finished O	874	working...
UST - Unfinished	414	working...
FOP - Finished O	240	working...
FOP - Finished O	90	working...
FOP - Finished O	240	working...
FOP - Finished O	42	working...



### Extra Features

Description	Date Built	Units	Unit Price	XFOB Value
6040 - Paved Concrete	01/01/1968	2055 Unit(s)	\$4.50	\$9,248
5482 - Large Open Storage Bin	01/01/2006	1 Unit(s)	\$3,000.00	\$3,000

### Sales

#### Sales History

Sale Date	Sale Amount	Instrument #	Book/Page	Deed Code	Seller(s)	Buyer(s)	Vac/Imp
06/21/2022	\$320,100	20220403556	/	Warranty Deed			Improved
06/21/2022	\$0	20220403555	/	Corrective Deed			Improved
10/28/2019	\$100	20190682235	/	Warranty Deed			Improved
07/11/2006	\$100	20060486135	08770 / 4178	Quit Claim Deed			Improved

#### Similar Sales

Address	Sale Date	Sale Amount	\$/SQFT	Deed Code	Beds/Baths	Instrument #	Book/Page
5495 Lake Margaret Dr	09/23/2024	\$2,500,000	\$484	Warranty Deed	0/0	20240560453	/
18555 Old Cheney Hwy	07/26/2024	\$430,000	\$178	Warranty Deed	0/0	20240440196	/
2650 Pembrook Dr	06/28/2024	\$1,360,000	\$203	Warranty Deed	0/0	20240379632	/

### Services for Location

## TPP Accounts At Location

Account	Market Value	Taxable Value	Business Name(s)	Business Address
There are no TPP Accounts associated with this parcel.				

## Schools

Edgewater (High School)  
 Maitland (Middle School)  
 Hungerford (Elementary)

## Community/Neighborhood Association

<b>Name</b>	Calhoun-Hall Neighborhood Group
<b>Gated?</b>	No
<b>Number Of Households</b>	188

## Utilities/Services

<b>Electric</b>	Duke Energy
<b>Water</b>	Eatonville
<b>Recycling (Friday)</b>	Orange County
<b>Trash (Thursday)</b>	Orange County
<b>Yard Waste (Friday)</b>	Orange County

## Elected Officials

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



# EATONVILLE RECREATIONAL CENTER - SITE PLAN

CONCEPTUAL DESIGN | APPRX 100 PARKING SPACES  
This document is intended to illustrate conceptual design purposes only.





rhodes + bri  
ARCHITECT



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