



AGENDA

Special Call
Community Redevelopment Agency Meeting
Wednesday, June 16, 2021, 6:30 P.M.
Commission Chamber, Town Hall
535 Park Avenue, Lake Park, 33403

Michael O'Rourke	—	Chair
Kimberly Glas-Castro	—	Vice-Chair
Erin Flaherty	—	Board Member
John Linden	—	Board Member
Roger Michaud	—	Board Member
Henry K. Stark	—	Board Member
John O. D'Agostino	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez, MMC	—	Agency Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

- A. **CALL TO ORDER/ ROLL CALL:**
- B. **PLEDGE OF ALLEGIANCE:**
- C. **SPECIAL PRESENTATIONS AND REPORTS:**
None
- D. **CONSENT AGENDA:**
 - 1. March 3, 2021 Community Redevelopment Agency Board Meeting Minutes Tab 1
 - 2. Resolution 31-06-21 Amending the Contract with Strategic Marketing. Tab 2
- E. **PUBLIC COMMENT**
This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Agency Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.
- F. **NEW BUSINESS:**
 - 3. Artists of Palm Beach County Architect Services Tab 3

4. Resolution 32-06-21 of the Community Redevelopment Agency of the Town of Lake Park, Florida, Authorizing and Directing the Chairman to Sign a Grant Agreement with 700 Park Avenue Holdings, LLC.

Tab 4

5. 610 7TH Street Purchase of Property using the Appraisal of Real Property Method.

Tab 5

G. EXECUTIVE DIRECTOR REPORT:

H. BOARD MEMBER COMMENTS

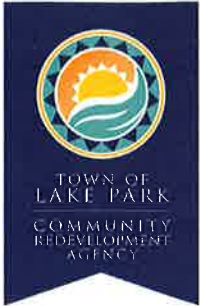
I. REQUEST FOR FUTURE AGENDA ITEMS:

J. ADJOURNMENT

The next scheduled Community Redevelopment Agency Board Meeting will be conducted on September 1, 2021.

Consent Agenda

TAB 1



Community Redevelopment Agency

Agenda Request Form

Meeting Date: June 16, 2021

Agenda Item No. Tab 1

Agenda Title: March 3, 2021 Community Redevelopment Agency Board Meeting Minutes.

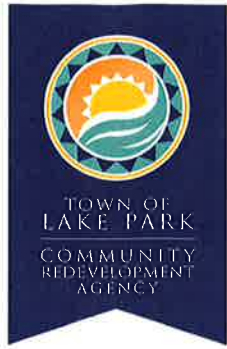
- | | | | |
|--------------------------|------------------------------|-------------------------------------|--------------------------|
| <input type="checkbox"/> | SPECIAL PRESENTATION/REPORT | <input checked="" type="checkbox"/> | CONSENT AGENDA |
| <input type="checkbox"/> | OLD BUSINESS | <input type="checkbox"/> | NEW BUSINESS: Resolution |
| <input type="checkbox"/> | DISCUSSION FOR FUTURE ACTION | <input type="checkbox"/> | OTHER: General Business |

Approved by Executive Director: ^{ACTING} *[Signature]* Date: 4/29/2021

Shaquita Edwards, MPA, MMC

Originating Department: Agency Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: -Minutes
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Recommended Motion: I move to approve the March 3, 2021 Community Redevelopment Agency Board Meeting Minutes.



**Minutes
Town of Lake Park, Florida
Community Redevelopment Agency
Board Meeting
Wednesday, March 3, 2021, 6:00 P.M.
Town Hall Commission Chamber,
535 Park Avenue, Lake Park, Florida 33403**

The Community Redevelopment Agency Board met for a regular meeting on Wednesday, March 3, 2021 at 6:00 p.m. Present were Chair Michael O'Rourke, Vice-Chair Kimberly Glas-Castro, Board Members Erin Flaherty, Christiane Francois, John Linden, and Henry K. Stark, Executive Director John D'Agostino, Agency Attorney Thomas Baird, and Agency Clerk Vivian Mendez. Board Member Roger Michaud was absent.

Agency Clerk Mendez performed the roll call and Board Member Francois led the pledge of allegiance.

SPECIAL PRESENTATION/REPORT:

None

Consent Agenda:

- 1. February 3, 2021 Community Redevelopment Agency Board Meeting Minutes.**

Motion: Board Member Linden moved to approve the consent agenda; Board Member Francois seconded the motion.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	X		
Board Member Christiane Francois	X		
Board Member John Linden	X		
Board Member Roger Michaud			X
Board Member Henry Stark	X		
Vice-Chair Kimberly Glas-Castro	X		
Chair Michael O'Rourke	X		

Motion passed 6-0.

NEW BUSINESS:

2. Community Redevelopment Agency Annual Report.

Executive Director D’Agostino reviewed the item. The CRA Board Members had no questions or discussion regarding the CRA Annual Report.

Motion: Vice-Chair Glas-Castro moved to accept the Annual Report of the Community Redevelopment Agency for Fiscal Year 2019-2020 and instruct the Executive Director to forward the same to the Town Commission and Palm Beach County; Board Member Linden seconded the motion.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	X		
Board Member Christiane Francois	X		
Board Member John Linden	X		
Board Member Roger Michaud			X
Board Member Henry Stark	X		
Vice-Chair Kimberly Glas-Castro	X		
Chair Michael O’Rourke	X		

Motion passed 6-0.

EXECUTIVE DIRECTOR REPORT:

Executive Director D’Agostino had no comments.

BOARD MEMBERS COMMENTS:

Board Member Flaherty had no comments.

Board Member Francois had no comments.

Board Member Linden had no comments.

Board Member Michaud was absent.

Board Member Stark had no comments.

Vice-Chair Glas-Castro had no comments.

Chair O’Rourke asked Executive Director D’Agostino for an update regarding the CRA Master Plan (Redo). Executive Director D’Agostino explained that a Special Call CRA Meeting would be scheduled within the next month to focus on the CRA Master Plan. He explained the Board could discuss potential consultants to assist in completion of the CRA Master Plan.

ADJOURNMENT

There being no further business to come before the CRA Board and after a motion to adjourn by Board Member Flaherty and seconded by Vice-Chair Glas-Castro, and by unanimous vote, the meeting adjourned at 6:28 p.m.

Chair, Michael O'Rourke

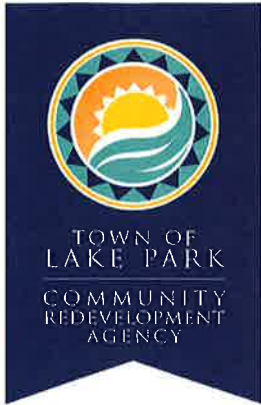
Agency Clerk, Vivian Mendez, MMC

Agency Deputy Clerk, Shaquita Edwards, MPA, MMC

Town Seal

Approved on this _____ of _____, 2021

TAB 2



CRA

Agenda Request Form

Meeting Date: June 16, 2021 Agenda Item No. Tab 2

Agenda Title: Resolution Amending The Contract With Strategic Marketing

- | | |
|---|---|
| <input type="checkbox"/> SPECIAL PRESENTATION/REPORTS | <input checked="" type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> OLD BUSINESS | <input type="checkbox"/> NEW BUSINESS |
| <input type="checkbox"/> DISCUSSION FOR FUTURE ACTION | <input type="checkbox"/> OTHER |

ACTING
 Approved by Executive Director *[Signature]* Date: 6/2/2021
Mervell Angstreich/Grant Writer and Chief Public Information Officer

Name/Title

Originating Department: Executive Director	Costs: \$0 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Resolution Renewal Proposal from Strategic Marketing Contract Amendment
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Summary Explanation/Background:

At its July 3, 2019 meeting, Lake Park Community Redevelopment Board (the Board) approved Resolution 46-06-19 awarding a contract to Strategic Marketing for it to provide professional services to implement the marketing strategies recommended by the Treasure Coast Regional Planning Council in its CRA Market Study and Branding Report. The term of the contract is contained Section 6 of that contract which states:

“The initial term of this Contract shall be one year from the effective date through July 3, 2020, unless terminated earlier in accordance with terms set forth herein. This Contract may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer, specifying the renewal price for the contractual service as set forth in the proposal, specifying that costs for the renewal term may not be changed; and specifying that renewals are contingent upon satisfactory performance evaluations conducted by the CRA

and subject to the availability of funds.”

Based on the satisfactory services provided by Strategic Marketing during the initial term and the availability of funds, the Board approved the extension of the contract for an additional year on June 3, 2020, pursuant to Resolution 43-06-20.

As Strategic Marketing continued to provide satisfactory services, the Executive Director is recommending that this contract be renewed for the third and final year of the three year term. However, the Executive Director is recommending that the contract be amended such that the services are to be provided on an amended month-to-month basis, commencing on July 3, 2021, subject to either party providing written notice of its desire to terminate the contract. All other terms of the contract shall remain as set forth in the original contract..

Recommended Motion: I move to approve Resolution 31-06-21.

RESOLUTION NO. 31-06-21

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH STRATEGIC MARKETING FOR ITS PROVISION OF PROFESSIONAL SERVICES TO THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake Park Community Redevelopment Agency (“CRA”) is a dependent special district of the Town of Lake Park (Town), with such powers as are set forth in Chapter 163, Part III, Fla. Stat.; and

WHEREAS, the CRA solicited via a Request for Letters of Interest No. 111-2018 an invitation to interested businesses requesting proposals to provide professional services to the CRA in implementing the marketing strategies as described in the Treasure Coast Regional Planning Council CRA Market Study and Branding Report; and

WHEREAS, the CRA Board of Directors selected Strategic Marketing to provide the services solicited; and

WHEREAS, the CRA entered into a contract with Strategic Marketing for it to provide professional services; and

WHEREAS, the CRA Board of Directors has determined that it is in the CRA’s best interests to amend the Contract with Strategic Marketing and extend the services it receives on a month-to-month basis.

NOW, THEREFORE, BE IT RESOLVED BY THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY BOARD OF DIRECTORS AS FOLLOWS:

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The CRA Board of Directors hereby authorizes and directs the Chair to execute an amendment to the Contract with Strategic Marketing for the provision of professional services to the CRA associated with the implementation of the marketing strategies described in the Treasure Coast Regional Planning Council’s CRA Market Study and Branding Report. The amendment to the Contract is incorporated herein by reference.

Section 3. This Resolution shall become effective immediately upon adoption.



Lake Park CRA

2021 BUDGET RENEWAL
RETAINER AGREEMENT



Full Agency Access.

One Fixed Monthly Price.

How does a retainer work?

Rather than paying annually per project, a retainer provides you a monthly block of hours that you can choose how to use. It opens the entire range of agency services to you, like campaign management, creative services, consulting and more. This allows you to maintain one easy monthly payment versus paying for unexpected hour fluctuations month to month.

How will a retainer work for Lake Park?

In order to continue to deliver the items outlined for Lake Park in the previous contract, the hours allotted under the retainer would go towards Lake Park CRA calendar development, ad campaign management, strategy and account management (reporting, meetings etc). A portion of the budget will also go toward Facebook ad budget and boosting organic content to increase engagement.





2020 BUDGET ALLOCATION

Content Marketing	\$13,500
Paid Advertising	\$11,500
Strategy & Campaign Dev	\$5,000
Video Production	\$5,000
Paint the Town	\$15,000

TOTAL: \$50,000



2021 PROPOSED BUDGET ALLOCATION

Content Marketing	\$13,500
Paid Advertising	\$11,500
Strategy & Campaign Dev	\$5,000

TOTAL: \$30,000

MONTHLY RETAINER: \$2500

Potential Projects for Future Consideration:

- Paint the Town - \$15,000
- Video Production - \$5,000



\$2500

MONTHLY RETAINER

- **Ad Campaign Budget:** \$958/month
- **SMI Time:** \$1542/month (15 hours)
- **POTENTIAL PROJECTS INCLUDE:**
 - Ad Campaign Management
 - Creative Development
 - Content Calendar Development
 - Calendar Scheduling
 - Internal & Client Revisions
 - Account Strategy & Meetings
 - Reporting

THANK YOU!

Strategic Marketing
8895 N Military Trl STE B202
Palm Beach Gardens, FL 33410

561.688.8155

astefanova@thinkstrategic.com

csommella@thinkstrategic.com



CONTRACT

THIS FIRST AMENDMENT TO THE CONTRACT between the Town of Lake Park Community Redevelopment Agency (hereinafter referred to as “CRA”), whose address is 535 Park Avenue, Lake Park, Florida 33403, and Strategic Marketing (hereafter referred to as “Contractor”), whose address is 8895 North Military Trail, Ste. B202, Palm Beach Gardens, Florida, 33410 (the Contract) is entered into this __ day of June, 2021.

WHEREAS, the CRA is an dependent special district of the Town of Lake Park (Town) with such powers and authority as are set forth in Chapter 163, Part III, Fla. Stat.; and

WHEREAS, the CRA seeks to exercise its powers and authority to implement community redevelopment efforts within the Town, including its historic downtown commercial area (Park Avenue) and along 10th street, and such other areas encompassed within the CRA’s boundaries; and

WHEREAS, the CRA is empowered to enter into contractual arrangements with private corporations or other persons to provide professional services; and

WHEREAS, the CRA’s Board of Commissioners determined that there is a need for professional services to implement marketing strategies recommended by the Treasure Coast Regional Planning Council (TCRPC) in its CRA Market Study and Branding Report (Report) and it selected the Contractor to implement the strategies in the TCRPC Report; and

WHEREAS, the CRA Board of Commissioners has determined that it is the best interests of the CRA to extend the Contractor’s contract on a month-to-month basis; and

WHEREAS, the CRA has budgeted funds in its current fiscal year budget that are available for the funding of this Contract.

NOW THEREFORE, the CRA and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. INCORPORATION OF THE TERMS OF THE ORIGINAL CONTRACT

The terms of the original Contract between the CRA and the Contractor shall remain in effect on a month to month basis until such time as either party gives notice to the other party of its desire to terminate the Contract.

2. DESCRIPTION OF SERVICES AND COMPENSATION

The Contractor shall continue to perform the services set forth in the original Contract and shall be compensated in accordance with the Pricing Schedule set forth therein.

3. CONTRACT TERM

The term of the original Contract is hereby modified. The Contractor agrees to continue to provide professional services to implement the marketing strategies recommended by the TCRPC on a month-to-month basis through July 2022.

4. TERMINATION

Either party may terminate the Contract for convenience, or without cause upon providing the other party 30 days prior written notice.

IN WITNESS WHEREOF, the parties hereto have made and execute this Contract as of the day and year last execute below.

ATTEST:

CRA

By: _____
Vivian Mendez, CRA Clerk

By: _____
Michael O'Rourke, Chair

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

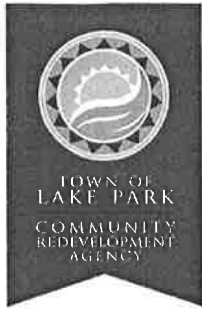
By: _____
Thomas J. Baird, CRA Attorney

CONTRACTOR

By: _____

New Business

TAB 3



**CRA
Agenda Request Form**

Meeting Date: June 16, 2021

Agenda Item No. Tab 3

Agenda Title: Artists of Palm Beach County request to finance Archetctual Services

- | | |
|---|---|
| <input type="checkbox"/> SPECIAL PRESENTATION/REPORT | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> OLD BUSINESS | <input checked="" type="checkbox"/> NEW BUSINESS: |
| <input type="checkbox"/> DISCUSSION FOR FUTURE ACTION | <input type="checkbox"/> OTHER |

Approved by Executive Director: *John O. D'Agostino* **Date:** 5-5-2021

John O. D'Agostino, Executive Director

Name/Title

<p>Originating Department:</p> <p>Executive Director John D'Agostino</p>	<p>Costs: \$ _____</p> <p>Funding Source: _____</p> <p>Acct. # _____</p> <p><input type="checkbox"/> Finance _____</p>	<p>Attachments:</p> <ul style="list-style-type: none"> • Bartholemew & Partners Proposal • May 4, 2021 email from MaryJane Zapp on behalf of the Artists of Palm Beach County • Memorandum of Agreement between the CRA and the Artists of Palm Beach County
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Summary Explanation/Background: MaryJane Zapp, President of the Artists of Palm Beach County is requesting from the CRA Board of Directors approval on Archetctual Services from Bartholemew & Partners. The enclosed proposal has a fixed cost of \$12,500 plus \$4,500 (Estimate) plus \$500.00 per month for Construction Administration. The Artists

of Palm Beach County is requesting the CRA to pay for Archetectual services on behalf of the Artists of Palm Beach County.

The Board of Directors should be aware that pursuant to the Memorandum of Agreement that additional costs will be incurred by the CRA for build-out. Such costs will be determined once the Archetectual work by Bartholemew & Partners is completed.

Recommended Motion: Move to approve the cost of Archetectual Services, Construction Administration and Mechanical, Electrical and Plumbing Engineering Services.

CONTRACT ARCHITECTURAL SERVICES PROPOSAL

05 02 2021

It is our pleasure to work with and provide professional licensed services, expertise and creativity for:

Artists of Palm Beach County

Design, Architecture and Consulting Engineering:

A New Gallery and Artist Space Located in Lake Park, Florida

Bartholemew + Partners is a full-service design and architecture firm headquartered in Palm Beach, Florida. We assist clients, businesses and communities in creating meaningful work.

W bartholemewpartners.com

O 561 461 0108

F 561 461 0106

CONTRACT ARCHITECTURAL SERVICES PROPOSAL

Project: 801 Park Ave

Project #: 21.04.127

Client: Artists of Palm Beach County

Submittal date: 05/02/2021

801 Park Ave, Suite 7-8
Lake Park, Florida 33403

Proposal valid until: 06/02/2021

Total SF: Approx. 2,100 SF
of renovated space

Scope: Schematic Design - Construction Documents & CA - Interior Renovation

FIRM RETAINAGE (PROJECT COMMENCEMENT, ENGINEER RETAINAGE & SCHEDULE) 20% applied to balance \$2,520.00

1 SCHEMATIC DESIGN				Estimate
A.	Preliminary Site Planning and Meetings with Client			
B.	Initial Design - Floor Plan, Elevations, Square Footage Study			
a.	Hand Sketch Drawings and Notes for Aesthetic Approval			
C.	Space Planning - Coordination with MEP Engineer + Owner			
a.	PDF Floor Plans and Elevations for Architect + Owner review			
D.	Ownership Adjustments and Design Coordination - Approved Hand Sketch Rendering to Proceed with Construction Pricing Set			

Initial Site Visits & Preliminary Design Drawings 1.00/SF \$2,100

2 DESIGN DEVELOPMENT				Estimate
A.	Architectural Preliminary Pricing Drawings			
a.	Preliminary MEP Drawings			
b.	Floor Plans			
c.	Reflected Ceiling Plans			
d.	Drawing notes, details and price related documentation			
e.	Detailed Project Construction Narrative for Contractor Review			

Preliminary Pricing Set for Contractor Review and Ownership Approval 2.00/SF \$4,200

**CONTRACT ARCHITECTURAL
SERVICES PROPOSAL**

3	ARCHITECTURE & ENGINEERING	Cost / HR or Unit		Estimate
A.	<i>Architecture and Draftsman</i>			
a.	<i>Site coordination with Landscape Architect</i>			
b.	<i>Engineering Coordination and Review</i>			
c.	<i>Construction Documents</i>			
d.	<i>Permit Set of Drawings Signed & Sealed</i>			
B.	<i>Structural Engineering</i>	TBD if Req'd		
C.	<i>Mechanical, Electrical, Plumbing (MEP) Engineering</i>	TBD Fixed Fee		

Construction Documents + Permit Package

3.00/SF

\$6,300

4				Estimate
A.	Construction Administration			
a.	<i>Site observations, Contractor performance, Submittal review and approval, Contract document interpretation, Change order review and approval, Review and approval of contractor payment applications, Certificates of substantial and final completion, Preparation and disposition of punch lists, Responding to contractor requests for information, Administration of any operational and maintenance training including collection operational and training manuals.</i>			Fixed: \$500/Month Notice of Commencement - Certificate of Occupancy
B.	<i>Interior Design Services / Millwork Drawings</i>			TBD as Req'd

Fee Proposal Summary:

PHASE 1,2 & 3 ARCHITECTURAL FEE SUMMARY: **\$12,600.00**

CONSTRUCTION ADMINISTRATION: **\$500/Month**

MECHANICAL, ELECTRICAL, PLUMBING ENGINEERING: **\$4,500.00 (ESTIMATE)**

CONTRACT ARCHITECTURAL SERVICES PROPOSAL

(A) **STANDARD OF CARE** In performing its professional services, the Architect will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by Architects practicing in the same or similar locality under the same or similar circumstances. No warranty, express or implied, is made or intended by the Architect's undertaking herein or its performance of services, and it is agreed that the Architect is not a fiduciary with respect to the Client.

(B) **CODE COMPLIANCE** Despite all the code reviews and approvals leading up to the issuance of the building permit, there are almost always code issues identified during routine field inspections. The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

(C) **LIMITED OR NO CONSTRUCTION ADMINISTRATION** The Architect / Design Professional's scope of services does not include any construction phase services. The Client assumes all responsibility for issues arising out of the construction phase, including without limitation, the interpretation of the contract documents and construction observation. The Client is therefore responsible for, but not limited to the following: Site observations, Contractor performance, Submittal review and approval, Contract document interpretation, Change order review and approval, Review and approval of contractor payment applications, Certificates of substantial and final completion, Preparation and disposition of punch lists, Responding to contractor requests for information, Administration of any operational and maintenance training including collection operational and training manuals. The Client waives any and all claims against the Architect and shall defend, indemnify and hold the Architect harmless from any and all claims, liabilities, damages, demands or costs, including reasonably attorney's fees, arising out of or in any way connected with the performance of construction phase services by any other firm.

(D) **LIMITATION OF LIABILITY** In recognition of the relative risks and benefits of the Project to both the Client and the Architect, the risks have been allocated such that the Client agrees: To the fullest extent permitted by law, to limit the liability of the Architect and his or her subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect, Design Professional and his or her subconsultants to all those named shall not exceed **\$10,000**, or the Design Professional's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions or for cost related to the failure of contractors to perform work in a timely manner or in accordance with the plans, permits, and specifications. Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

(E) **STOP WORK** Both the Owner and Architect are to immediately raise any performance or other issues of unhappiness at the time in which they occur in writing. The authority to stop work rests with the Project Owner.

(F) **PRESUIT MEDIATION** Prior to bringing any lawsuit under this Agreement, the parties hereto agree to submit any and all disputes to pre-suit mediation under the Florida Rules for Certified and Court-Appointed Mediators and the Florida Rules of Civil Procedure 1.700-1.730 (and FRCP 1.750, excluding subsection (b)) together with the rules of the American Arbitration Association or the Foundation for Dispute Resolution. Accordingly, the parties agree to strictly follow said rules and abide by any agreement made as the result of mediation. Good faith compliance with this provision shall be a condition precedent to the right of any party hereto to bring a lawsuit under this Agreement. This provision is a material inducement to the Consultant entering into this Agreement.

(G) **ENTIRE AGREEMENT** This Agreement constitutes the entire agreement and understanding between the parties, whether oral or in writing, as to the subject matter hereof. Any and all prior agreements, understandings, and representations between the parties are hereby terminated and canceled in their entirety and are of no further force or effect.

(H) **VENUE** The venue of any legal proceeding brought in connection with this Agreement or any aspect of the relationship between the parties shall be in Palm Beach County, Florida.

(I) **FLORIDA LAW** This Agreement shall be considered to have been made and executed in Palm Beach County, Florida, and shall be interpreted, construed and enforced in accordance with the laws of Florida and no other.

**CONTRACT ARCHITECTURAL
SERVICES PROPOSAL**

PURSUANT TO FLORIDA STATUTE § 558.035, AN INDIVIDUAL EMPLOYEE OR AGENT OF BARTHOLEMW + PARTNERS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

Standard hourly rates*: Senior partner (\$250), Senior designer (\$200), Project Architect (\$120), Interior designer (\$100), Graphic designer and Draftsman (\$90), Assistant project manager (\$70), Executive assistant (\$50).

***Hourly rates are subject to annual modifications. *Project expenses and reimbursables billed at cost + 20%.**



***Correspondence (project related phone calls, conference calls, email, letters) billed per hourly rates.**

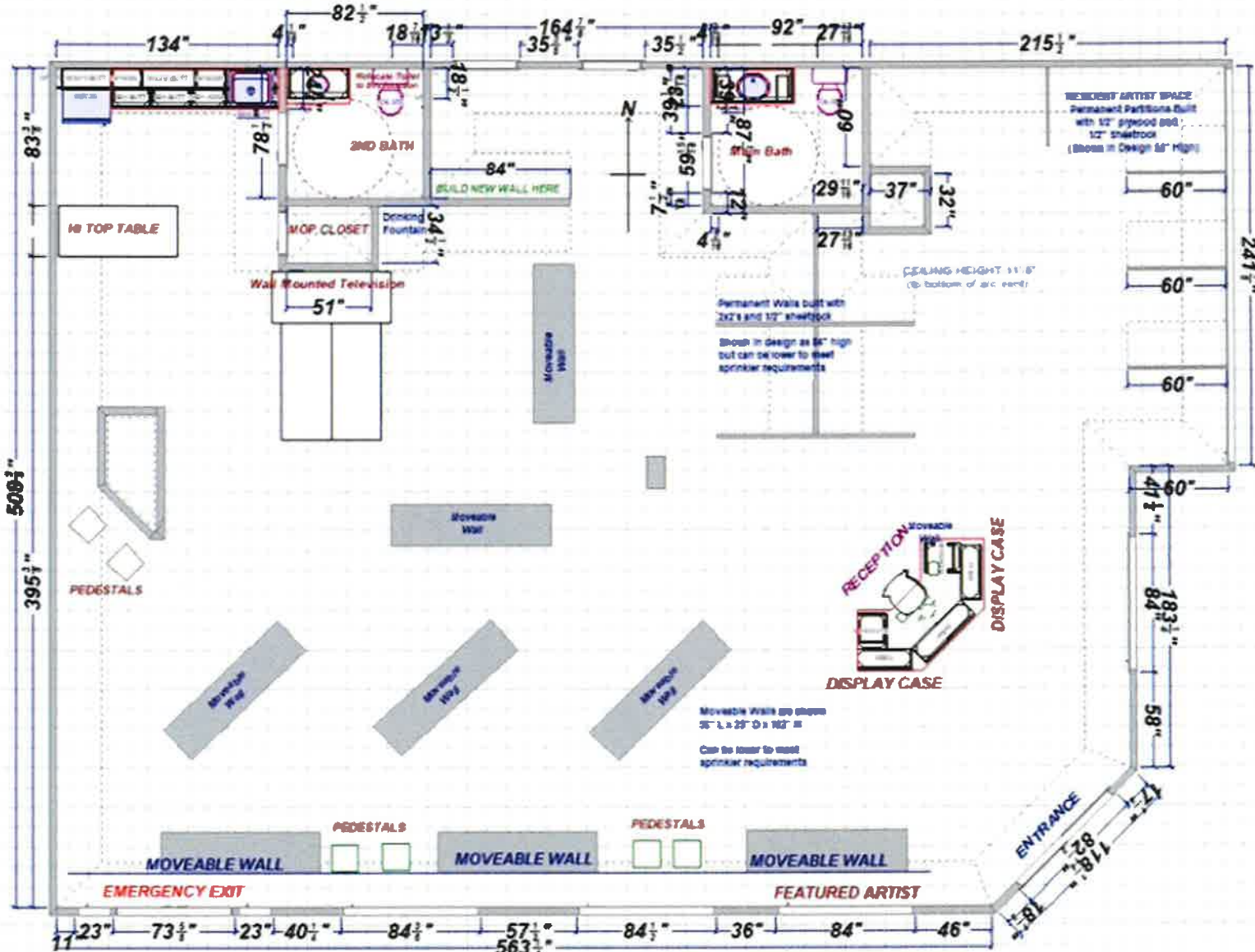
***Payment Terms: Monthly invoicing with net 30 fulfillment. Late payments add 5% to invoice after 60 days.**

Project photography: Within one calendar year of completion, Ownership agrees to allow professional photography of the interior and exterior of the project for portfolio purposes. Any sensitive material, or interior photos may be omitted at the Owner's request.

Unless otherwise noted, estimate does not include: Acoustical consultant, Civil engineering or site work, Detailed cost estimates, Fire sprinkler performance specification (by sub), Geotechnical engineering, Generator design, Interior design, Kitchen consultant, Land planner, Landscape architect or fountain planner, LEED services, Project management or owner's rep, Signage design, Surveyor, Telecommunications or data design, Traffic engineering, Waterproofing consultant, Zoning consultant.

Should scope of work increase, Bartholemew + Partners reserves the right to address additional time and costs before proceeding. Owner understands signed contract addendum may be required before proceeding with additional scope.

SIGNED AND ACCEPTED BY:	PROJECT #: 21.04.127	PROJECT: 801 Park Ave
		
ARCHITECT (SIGNATURE):	OWNER (SIGNATURE):	
		
Kyle B Fant, AIA License No. AR99255	OWNER (PRINT):	
ARCHITECT (PRINT):		
05.02.2021	DATE:	
DATE:		



Windows are all 24" off concrete floor and 96" high

John D'Agostino

From: John D'Agostino
Sent: Tuesday, May 4, 2021 5:21 PM
To: Erin Flaherty; John Linden; Kim Glas-Castro; Michael ORourke; Roger Michaud
Subject: FW: APBC Gallery
Attachments: Proposal - 801 Park Ave.pdf; ATT00001.htm; image0.jpeg; ATT00002.htm; image1.jpeg; ATT00003.htm

Importance: High

Tracking:	Recipient	Delivery	Read
	Erin Flaherty	Delivered: 5/4/2021 5:21 PM	
	John Linden	Delivered: 5/4/2021 5:21 PM	Read: 5/4/2021 5:23 PM
	Kim Glas-Castro	Delivered: 5/4/2021 5:21 PM	Read: 5/4/2021 8:47 PM
	Michael ORourke	Delivered: 5/4/2021 5:21 PM	
	Roger Michaud	Delivered: 5/4/2021 5:21 PM	

I am providing the entire email request from Mary Jane Zapp from the Artists of Palm Beach for the architectural drawings to quote the cost of build-out for the group.

John O. D'Agostino
Town Manager, Town of Lake Park, FL
561-881-3304 (Office)
561-881-3314 (Fax)
jdagostino@lakeparkflorida.gov
Twitter: @LakePkTM1
www.lakeparkflorida.gov

Florida has broad public records law. Written communication regarding town business is a public record and is available to the public upon request. The e-mail communication herein is subject to public disclosure. To avoid public disclosure, please contact this office by phone, in person. Reference: Section 668.6076, FS

PLEASE NOTE: According to Florida's Government in the Sunshine Act (a.k.a. "Sunshine Law"), e-mails containing Town business should not be sent to all Commissioners at once. E-mail responses shall not include initial or prior responses from other Commissioner members to avoid the perception that a third party acts as a liaison between Commissioners.

From: Maryjanezapp <maryjanezapp@gmail.com>
Sent: Tuesday, May 4, 2021 4:57 PM
To: John D'Agostino <JD'Agostino@lakeparkflorida.gov>
Subject: APBC Gallery

CAUTION: This email originated from outside of the Town of Lake Park. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Dear Mr. D'Agostino,

Update and request:

At our last meeting you instructed APBC to price out the entire buildout of the space at 801 Park Ave including walls, electric, bathrooms, etc, from the existing empty space to completed gallery. Anders Viane in the Lake Park building dept is our contact with the town, and we are to get our own builders/contractors.

Mr Viane has supplied us with the plans that were used for the building, and we used these to develop our gallery plan from there.

Now, the project necessitates an architect to draw the project infrastructure, to code, as per your request starting with an empty shell. We did meet with an architect and the contractor last Friday with our plan in hand on site and the existing plans provided by Mr Viane. In order to get a bid or estimate of the cost of construction from the contractor we must have architectural drawings. We are at this time requesting that the town CRA or you, as town manager, give us the approval on this contract proposed by this architect so that we can secure the required drawings and proceed to get the cost of construction from the contractor. The combination of the existing drawings and our plan drawings contributes to, we have been advised, a most reasonable estimate by the architect.

As per Bartholemew Partners proposal estimates, we will need the initial retainer fee of \$2,520. and the commitment from the town of lake park on the full contract, enclosed. Once we have your commitment and retainer fee check we can get the necessary drawings and estimates from the contractor and present the final plans and costs to the town and the CRA.

I have also included a drawing of our plan here.

It is important to note that our gallery plan is both flexible and extremely frugal/basic. It includes an unfinished and painted ceiling, the most basic polished concrete floor, moveable interior walls, inexpensive dividers constructed for artist-in-residence work areas, two bathrooms, mop closet, water fountain, required by code, lighting and electric, small kitchenette area, all similar to what we had at our other location. There are no frills in this plan. It is all consistent with our discussions to date.

Please advise of your approval and procedure to pay the architect so that we can secure contractor plans for your approval as well.

We look forward to our working with you in this important Lake Park partnership in this venture.

Thank you!

Mary Jane Zapp, President, Artists of Palm Beach County
561-308-6992

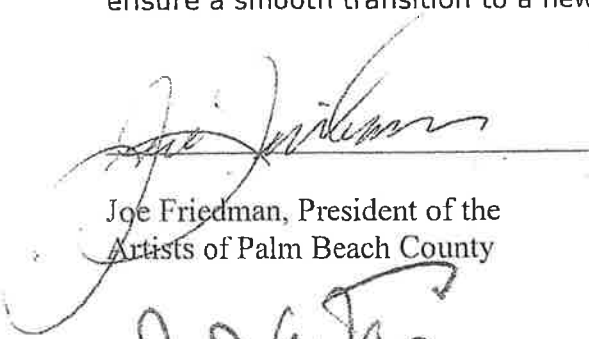
Memorandum of Agreement between the Artists of Palm Beach and the Community
Redevelopment Authority

November 15, 2019

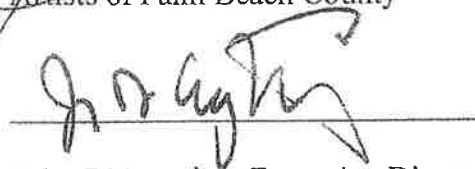
The Artists of Palm Beach County, hereafter known as APBC, agree to move forward with the Community Redevelopment Authority in partnership to find a new home in the CRA District. The CRA Agrees to financially fund on behalf of the APBC Rent, moving costs, storage costs, and, if necessary, to build out a 2,500 square feet space to accommodate the needs of APBC. The full build-out costs will be incurred by the CRA if the Artists cannot find a suitable location with existing walls, flooring, electrical, plumbing, etc. Concerning rent, the CRA agrees to the following: for three years, the Community Redevelopment Authority will pay 100% of rental costs, and after that, the CRA will reduce rental payments by 25% in each of the next four years.

The CRA agrees to work out arrangements with the APBC in the event the non-profit cannot find a location by November 21, 2019. Therefore, the CRA recognizes that while the November 21, 2019 date has been noticed to APBC, that date is not firm if APBC cannot find a location before November 21, 2019.

We continue to support and will continue to work with the Artists of Palm Beach County to ensure a smooth transition to a new location in the CRA.

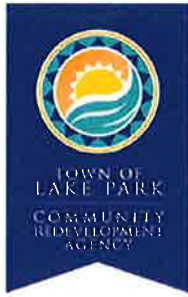


Joe Friedman, President of the
Artists of Palm Beach County



John D'Agostino, Executive Director of the
Community Redevelopment Authority

TAB 4



**CRA
Agenda Request Form**

Meeting Date: June 16, 2021

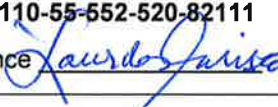
Agenda Item No. Tab 4

Agenda Title: A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE CHAIRMAN TO SIGN A GRANT AGREEMENT WITH 700 PARK AVENUE HOLDINGS LLC; AND PROVIDING FOR AN EFFECTIVE DATE

- SPECIAL PRESENTATION/REPORT
- OLD BUSINESS
- DISCUSSION FOR FUTURE ACTION
- CONSENT AGENDA
- NEW BUSINESS: Resolution**
- OTHER: General Business

Approved by Executive Director:  Date: 6-9-2021

Nadia Di Tommaso, Community Development Director

Originating Department: Town Manager/Community Development	Costs: \$ 25,000 & Legal Review Funding Source: CRA-Grants-Business Development / Legal #108 Acct. # 110-55-552-520-82111 <input type="checkbox"/> Finance <u></u>	Attachments: -Resolution 32-06-21 with Redevelopment Grant Agreement -700 Park Avenue Application Documents
---	---	--

Background and Summary

Rhonda J. Brockman, on behalf of 700 Park Avenue Holdings LLC, is requesting assistance for the permanent installation of an outdoor venue. A cost breakdown, along with photos and an impact analysis statement is enclosed. The applicant's property and associated businesses suffered during COVID and have seen a significant (positive) impact in providing outdoor options to patrons. The property is located in our Park Avenue Downtown area, a redevelopment area that is specifically identified as a target area for

redevelopment in the CRA Plan. In addition, the CRA plan identifies the following as it relates to the ability to offer redevelopment grants, making this request an eligible request per the Plan:

2. Revolving Loan and Grant Program

The Loan and Grant program will initially be utilized for commercial properties. Matching grants will be made to building owners for tenant improvements or to tenants for their interior and exterior improvements. Signage will be included in the program. A second level of funding will utilize a program which will be designed in 2008 in which banks will loan funds to a commercial building owner or tenant and the CRA will participate in either a matching loan or grant, the latter of which serves as equity for the borrower, or in subsidizing the interest on the loan. A participant in the program may include the Business Loan Fund of the Palm Beaches, a not-for-profit lending institution.

The applicant has indicated that the improvement costs will be in the \$50,000 range (this includes a contingency to the cost breakdown provided). Therefore, pursuant to standard practice and since the grant is normally a matching grant, Staff is proposing a 50/50 match, thus, \$25,000. The applicant requested more than 50% if possible.

Recommended Motion: I move to APPROVE Resolution ³²⁻⁰⁶⁻²¹ for the redevelopment grant agreement with 700 Park Avenue Holdings LLC.

RESOLUTION NO. 32-06-21

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE CHAIRMAN TO SIGN A GRANT AGREEMENT WITH 700 PARK AVENUE HOLDINGS LLC; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Lake Park’s Community Redevelopment Agency (CRA) has powers and authority as have been conferred upon it by Chapter 163, Part III, Florida Statutes; and

WHEREAS, 700 Park Avenue Holdings LLC is seeking a grant from the CRA in the amount of \$25,000 (the Grant) to Park Avenue Holdings LLC to be used for permanent outdoor venue improvements pursuant to Exhibit A “Grant Request” and subject to all required permit approvals; and

WHEREAS, the CRA’s Executive Director has recommended that the CRA’s Board of Commissioners (the Commission) provide the Grant to 700 Park Avenue Holdings LLC to be used permanent outdoor venue renovations so as to improve its property and business operations.

WHEREAS, the Commission is willing to make the Grant available to 700 Park Avenue Holdings LLC on the terms set forth in the Grant Agreement which is attached hereto and incorporated herein by reference only.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Commission hereby directs and authorizes the Chairman of the Commission to execute the Grant Agreement with 700 Park Avenue Holdings LLC, a copy of which is attached hereto and made a part hereof by reference.

Section 3. This Resolution shall become effective upon its execution.

REDEVELOPMENT GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made this ____ day of June, 2021, by and between The Town of Lake Park's Community Redevelopment Agency ("CRA"), having an address at 535 Park Avenue, Lake Park, Florida 33403, and 700 Park Avenue Holdings LLC ("Property Owner") having an address at 700 Park Avenue, Lake Park, FL 33403 (the Property).

RECITALS

WHEREAS, the CRA has such powers and authority as have been conferred upon it by the Florida Constitution and Chapter 163, Part III, Florida Statutes; and

WHEREAS, the Property Owner is seeking a one-time matching grant from the CRA in the amount of \$25,000 to be used by the Property Owner for renovations to create a permanent outdoor venue as detailed in Exhibit A (the Grant Request) to improve its property and business operations; and

WHEREAS, the CRA's Executive Director recommends that the CRA's Board of Commissioners (the Commission) provide the Grant to the Property Owner for renovations so that it can create a permanent outdoor venue to improve its property and business operations.

WHEREAS, the CRA is willing to make the Grant available to the Property Owner on the terms set forth herein.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

- 1. Recitals.** The recitals are incorporated herein.
- 2. Grant.** The Town of Lake Park Community Redevelopment Agency (CRA) agrees to provide the Property Owner with a one-time matching grant of \$25,000 (the Grant) to be used exclusively toward the improvements identified in the Grant Request. Prior to distributing the Grant, the Property Owner shall submit receipts which demonstrate that it has invested \$25,000 or more of its own funds into the improvement of the Property. The distribution of the Grant to the Property Owner shall not be made until the CRA has reviewed and verified the receipts submitted by the Property Owner.
- 3. Use of Funds.** The funds shall be used by Property Owner to renovate its property to create a permanent outdoor venue consistent with the details contained in Exhibit A, which is attached hereto and incorporated herein.
- 4. Term.** The term of this agreement is for one year from the date of execution (the Term). In order to be entitled to the funds during the Term, 700 Park Avenue Holdings LLC shall complete all improvements within the Term.

5. Lien. The Grant shall be secured by the CRA's recordation of a lien against the Property. Should the Property Owner fail to comply with paragraphs 3 and 4, the CRA shall be entitled to foreclose on the lien and shall be entitled to collect all costs and attorney fees expended as part of said foreclosure. Should the improvements of Exhibit A not be made, the lien may be released by the Town upon the Property Owner, or its successors and assigns re-payment of the \$25,000 plus interest at 5% annually.

6. Assignment. This Agreement shall not be assigned without the CRA's written prior written consent.

7. Amendment. This Agreement shall not be revised, changed or amended except by a written amendment executed by both parties.

8. Governing Law/Venue. This Agreement shall be construed in accordance with and governed by the laws of the state of Florida, without giving effect to choice of law rules. Venue shall be in the federal or state courts located in Palm Beach County, Florida.

9. Counterparts. This Agreement may be executed in duplicate counterparts which when construed together shall constitute a single instrument.

10. Severability. Any provision of this Agreement which is deemed by a court of competent jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

11. Indemnification. The Property Owner agrees to indemnify and save harmless the Town and the CRA, their elected or appointed officers, employees, agents, and consultants from and against any and all liability, expense, or damage of any kind or nature and from any suits or claims, including reasonable legal fees and expenses, on account of any matter, whether in suit or not, arising out of this Agreement.

12. Attorney Fees. In the event either party is required to enforce this Agreement, the prevailing party shall be entitled to the reimbursement of its attorney fees.

The parties hereto have duly executed this Agreement on the day and year first above written.

TOWN OF LAKE PARK CRA

By: _____
Michael O'Rourke, Chairman

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Thomas J. Baird, General Counsel

700 PARK AVENUE HOLDINGS LLC

By: _____
Rhonda J. Brockman, Property Owner

Its: _____



EXHIBIT A - GRANT REQUEST

PAPA Banner

Location Address 700 PARK AVE 738
Municipality LAKE PARK
Parcel Control Number 36-43-42-20-01-010-0010
Subdivision KELSEY CITY IN PB 8 PGS 15 TO 18, 23, 27 & 34 TO 37 INC
Official Records Book 27908 **Page**456
Sale Date OCT-2015
Legal Description KELSEY CITY LTS 1 TO 17 INC BLK 10

Owners	Mailing address
700 PARK AVENUE HOLDINGS LLC	3566 COSMOS ST PALM BEACH GARDENS FL 33410 5641

Sales Date	Price	OR Book/Page	Sale Type	Owner
OCT-2015	\$1,400,000	27908 / 00456	WARRANTY DEED	700 PARK AVENUE HOLDINGS LLC
DEC-2008	\$10	23017 / 01278	WARRANTY DEED	MOSLER SUE ELLEN GAMBLE TRUST
MAR-2003	\$10	14965 / 01421	QUIT CLAIM	MOSLER SUE ELLEN G
JUN-1998	\$550,000	10476 / 00065	WARRANTY DEED	MOSLER WARREN
MAR-1996	\$447,800	09168 / 00795	WARRANTY DEED	

1 2

No Exemption Information Available.

Number of Units 0	*Total Square Feet 23760	Acres 1.2196
Use Code 1100 - STORES	Zoning PADD - PADD PARK AVENUE DOWNTOWN (36-LAKE PARK)	

Tax Year	2020	2019	2018
Improvement Value	\$0	\$0	\$0
Land Value	\$0	\$0	\$0
Total Market Value	\$1,200,000	\$1,200,000	\$1,100,000

All values are as of January 1st each year

Tax Year	2020	2019	2018
Assessed Value	\$1,173,915	\$1,067,195	\$968,000
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$1,173,915	\$1,067,195	\$968,000

Tax Year	2020	2019	2018
Ad Valorem	\$26,365	\$24,979	\$22,132
Non Ad Valorem	\$7,345	\$7,511	\$7,276
Total tax	\$33,710	\$32,490	\$29,408

Economic Impact:

The Town of Lake Park allowed us to set up an outdoor venue in May 20. Having provided the outside venue to provide some seating and a location for bands to play outdoors, we were able to attract customers that were willing to sit outdoors even though they would not come inside. This is definitely noted by the immediate increase in Sales from April to June. As shown below, we experienced increases in Bar Sales when weather was pleasant. The drop in Sales for Nov and Dec are largely believed to be due to colder days and inclement weather. We are concerned that the upcoming hot weather will detract folks who are still afraid to come indoors.

We believe that a more permanent and visual suiting structure to allow better protection from elements and provide some fans for the upcoming heat will continue to draw the customers who still prefer to stay outside. Adding heaters in the winter would also help prevent the declines we saw in these past winter months.

Month	Net Sales	Net Bar Sales
April 20	\$2,510.70	\$2,502.70
May 20	\$11,310.94	\$9,957.27
June 20	\$15,994.86	\$12,433.76
July 20	\$13,033.89	\$9,725.14
Aug 20	\$19,400.09	\$12,574.57
Sept 20	\$19,431.47	\$13,460.35
Oct 20	\$20,542.90	\$13,957.49
Nov 20	\$12,040.65	\$8,506.15
Dec 20	\$16,126.90	\$10,607.11
Jan 21	\$17,165.72	\$12,928.03
Feb 21	\$18,917.36	\$13,695.04
Mar 21	\$24,109.42	\$16,837.09

Having the outdoor venue will also require additional staff to serve our Customers; thus, we expect an increase of at least 2 additional Bar tenders when the project is completed.

Update to Costs

A phone discussion with Nadia identified there could be some additional costs not necessarily considered, for example, an Architect, General Contractor or some other requirement imposed by the Town of Lake Park. Due to this, we would like to request a total cost consideration of \$50,000 as the upper limit for the project, and ask the Town to consider providing us more than the normal 50/50 percent split of the total cost.

OUTDOOR Cost Estimate

Materials and Labor

Flooring	Prep Material and Labor	88ft x 16 ft SqFt	1408	\$7,040.00	approx \$5/sq foot
	Decking	80x14sqFt	10sq ft interlock for 1300 sq ft	\$8,960.00	
Materials cost and tax	Structure:	12x20	3 @ 2999 each	\$9,626.79	
	Lights		48 linear ft @ 79.99	\$250.32	60.5 Perimeter, 2 sets per Structure
	Overhead fans for Gazebos			\$144.45	
	6 large Planters for safety and aesthetics			\$8,175.87	60in. Length, 3 per structure
	Gutter for south side			\$160.47	
	Electrical work for safe access			\$1,500.00	
	Foreman			\$4,000.00	
	Worker's labor. 3@\$12/hr for 30 hrs ea.			\$1,080.00	
	Lake Park Permit fees			\$1,000.00	
			Estimated Total Project	\$41,937.89	

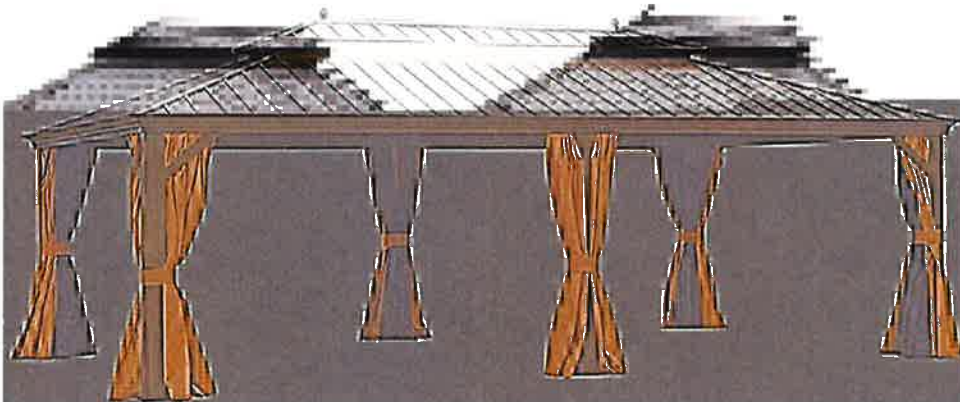
Summary

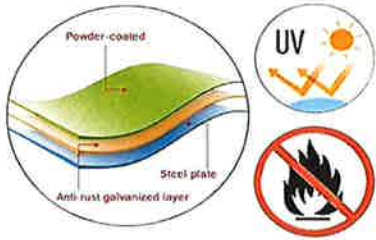
The Brewhouse Gallery plans to improve and expand the outdoor seating area to provide more opportunities to customers that are not comfortable with going indoors. The overview diagram provided shows two of three Gazebos and a location for outdoor music. The exact placement of these will be dictated by cost and best flow for our customers. We have seen a 18% increase in sales in Feb 2021 from November 2020 as folks desire to return to normalcy and outdoor bands have encouraged folks to frequent these type venues. Our current set up does not provide adequate coverage from rain or excessive heat, where the Gazebos will provide a hard roof and ability to hang fans.

Outdoor Venue

The outdoor area is planned to compose approximately 1200 sqFt of area. There will be 2 12x20 Gazebos grouped east of the west Brewhouse Gallery door and one 12x20 Gazebo to the west of the door. This placement could be altered to best determine the placement of outdoor music location, either adjacent to the Park Ave entrance of the parking lot or east of the Gazebos where two parking spots exist by the current tent. The Gazebos will use stringed lighting and have small fans inside. They will be placed on a prepared surface, somewhat slopped to accommodate for rain runoff. Small gutters may have to be installed on the south sides of the Gazebos to ensure rain runoff does not flow onto the covered sidewalk along the storefront doors. Six to eight large Planters for safety and aesthetics will be placed along the north side as a barrier to traffic coming through the parking lot.

YOLENY 12' X 20' Hardtop Gazebo Galvanized Steel Outdoor Gazebo Canopy Double Vented Roof Pergolas Aluminum Frame with Netting and Curtains for Garden,Patio,Lawns,Parties





Galvanized steel sheet :durable,
anti-corrosive,non-rusting,heat-insulating,
flame-retardaant,UV-resistant.

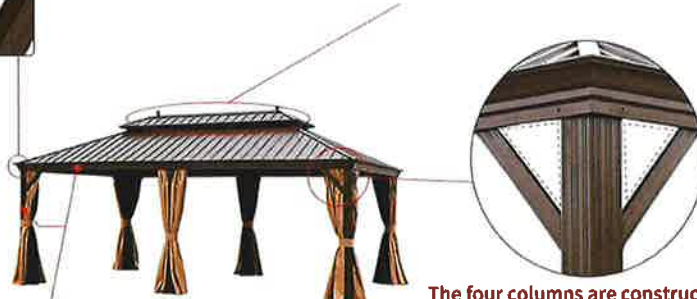




Unique top drain design: Rainwater flows into the pole from the edge of the top frame, and then into the ground, reducing the trouble of the rainy season. The unique design extends the life of the gazebo and keeps the hardtop gazebo in good condition.



Double-deck roof ventilation design with invisible grid cover inside.



The four columns are constructed with the strongest tripod structure to ensure the sturdy top cover is durable.



- High-strength aluminum alloy: anti-corrosion, high toughness; suitable for electronics and aerospace.
- The aluminum alloy frame surface is powder coated, never rust, strong and durable.



Anchoring frame: Robust anchoring bracket with 3 pre-drilled holes for easy attachment of any type of floor and secure mounting. You need to select the appropriate expansion screw depending on the type of floor (the expansion screw is not pre-delivered).

About this item

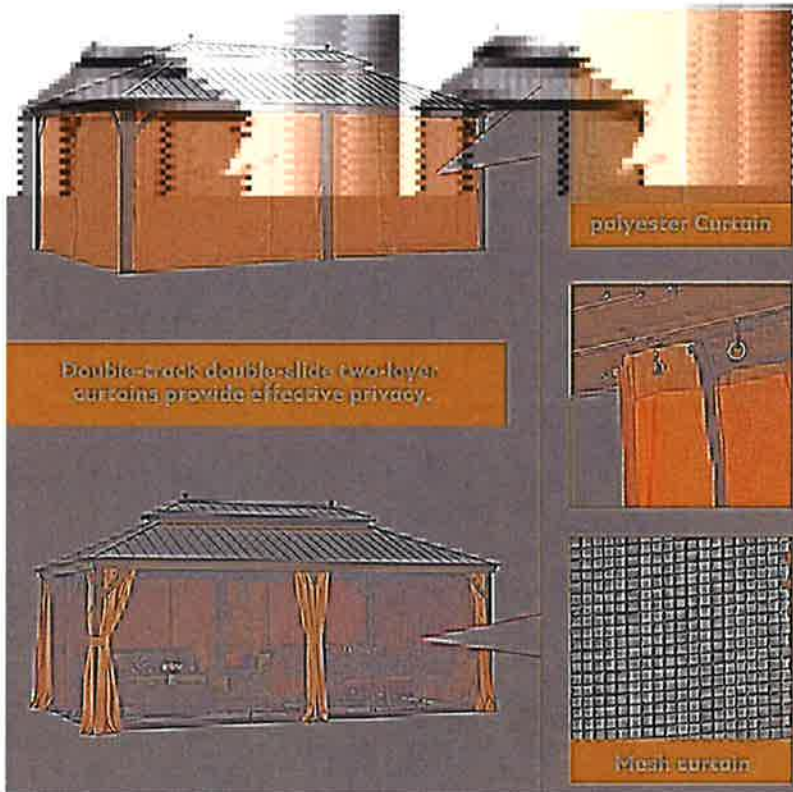
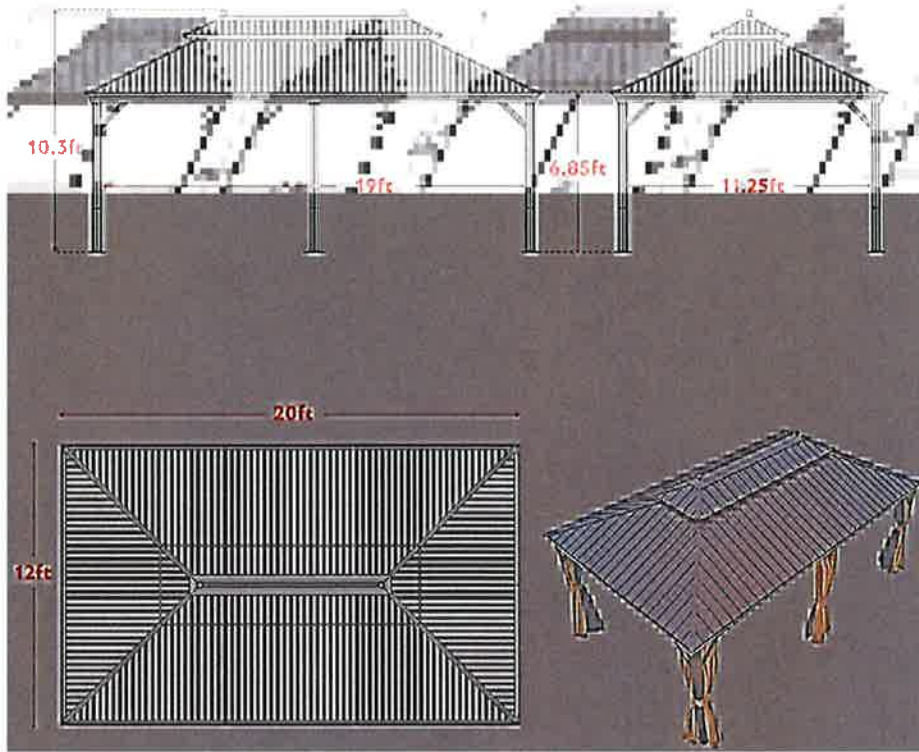
- **【GALVANIZED STEEL ROOF】** - Beautiful hard metal top instead of normal fabric or polycarbonate material. Compare to a traditional soft top, this kind of gazebo roof is strong enough to withstand any heavy snow and offer unbeatable stability in windy conditions.
- **【DOUBLE TOPS DESIGN】** - Outdoor gazebo has ventilated double tops provide safety from harmful UV rays while the unique design allows wind to pass through. Hardtop gazebos for patios can tolerate high summer temperatures and withstand UV rays, provides you plenty of cool shade to enjoyment.
- **【RUSTPROOF ALUMINUM FRAME】** - Sturdy powder-coated rust-resistant hardtop gazebo frame, very stable and sturdy, built with 4.7"x4.7" triangular aluminum stand pole, much bigger and stronger than standard models. All materials are built to last, never becoming rusty or deformed.
- **【NETTING & CURTAINS】** - Fully enclosed zippered double layer sidewall protect you from UV rays while adding more privacy. Gazebo canopy also has a double track system which allows you

to slide each layer with ease. Netting zipper at four sides to give your family and children safe and cozy surroundings.

- **【WATER GUTTER DESIGN】** - Unique design allows rainwater to flow from the edge of the aluminum Gazebo top frame into the pole and then to the ground. Reduce troubles and worries during the rainy season. Targeted design to keep the gazebo always in excellent condition and extend the service life.



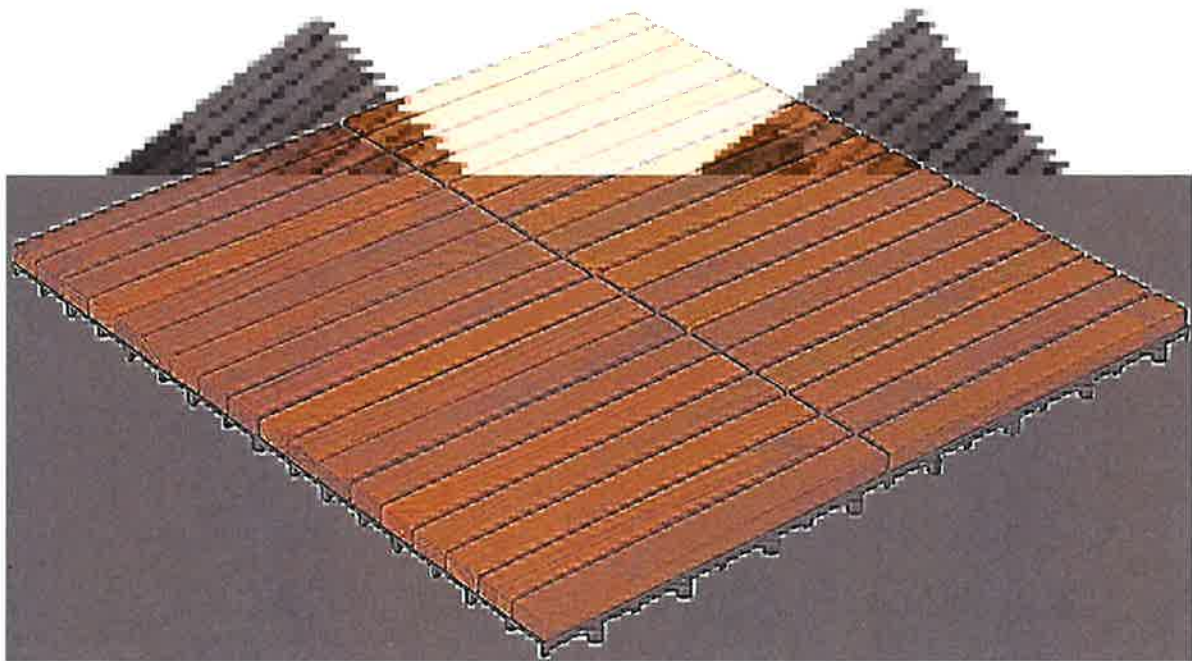
There are three reinforced support rods on the top to make the pavilion more firm. Each support rod has a hook for hanging lights at night; if you want to install an electric fan on the top, please install it on the support rod. Do not hang on the hook. The hook on the support rod It can be taken down.



HBN Smart Outdoor Patio Light RGB Color & White LED Lights Smart String Light - 48ft, 24 Round Bulbs, 2.4 GHz Only, Works with Alexa/Google Assistant, App Controlled, No Hub Needed, IP65 Waterproof \$39.99/48ft

Trim-Lok Drip Rail, White – 1/2" Height, 25' Length – PVC Plastic Rain Gutter for Cars, Vans, Camco 42452 Black Wide Gutter Spout, (Pack of 4) Camco 42323 Gutter Spout with Extension - Pack of 4, Black

Bare Decor EZ-Floor Interlocking Flooring Tiles in Solid Teak Wood Oiled Finish (Set of 10), Long 9 Slat. 10 sq Ft for \$80



FS INDUSTRIES ENGINEERED STEEL PRODUCTS

Rectangular Planter, 60" x 16" x 18" Price: \$849.60





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972K



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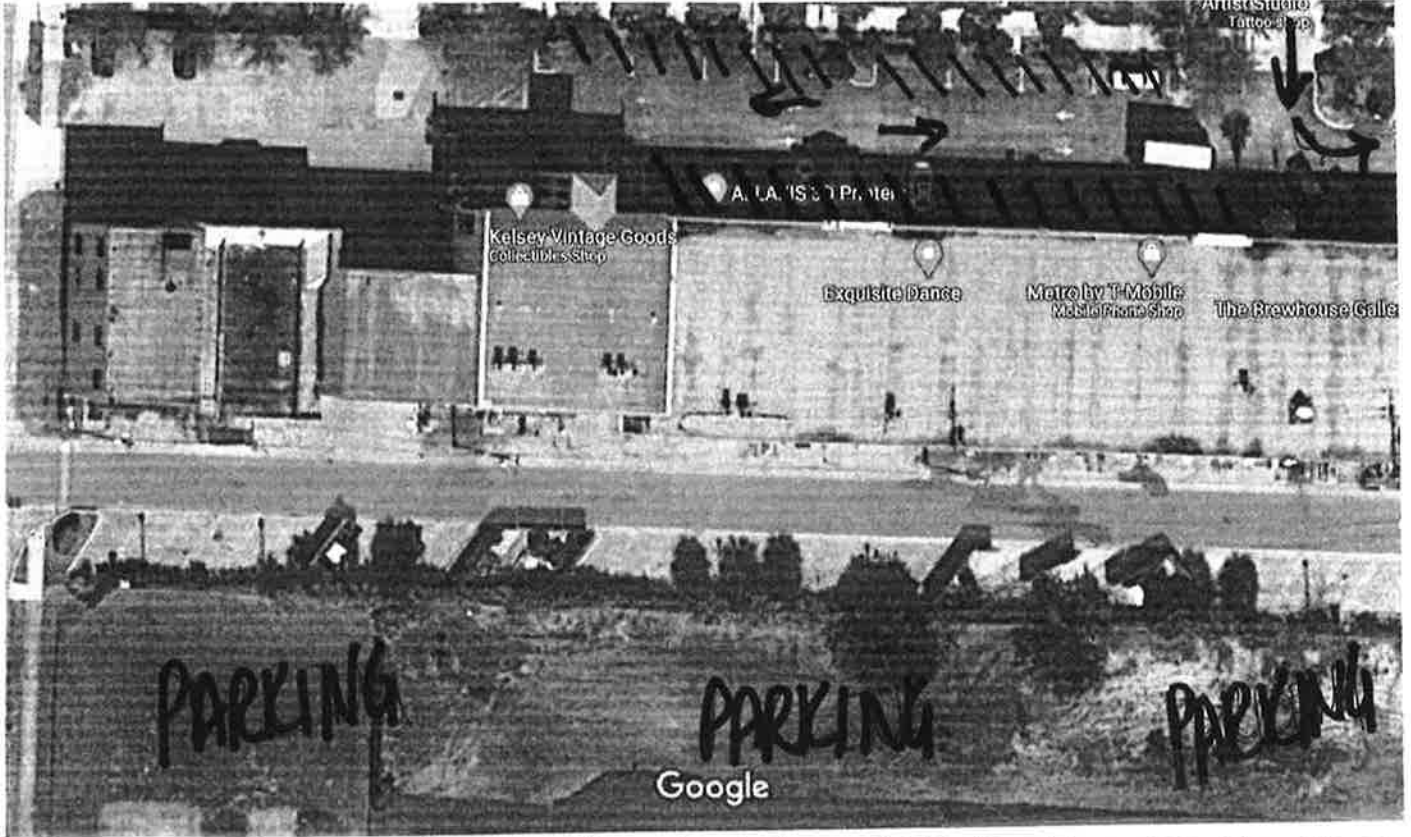
John D'Agostino <jD'Agostino@lakeparkflorida.gov>

To: "AJ@brewhousegallery.com" <AJ@brewhousegallery.com>

Cc: "ajomama@gmail.com" <ajomama@gmail.com>, Nadia DiTommaso <NDiTommaso@lakeparkflorida.gov>

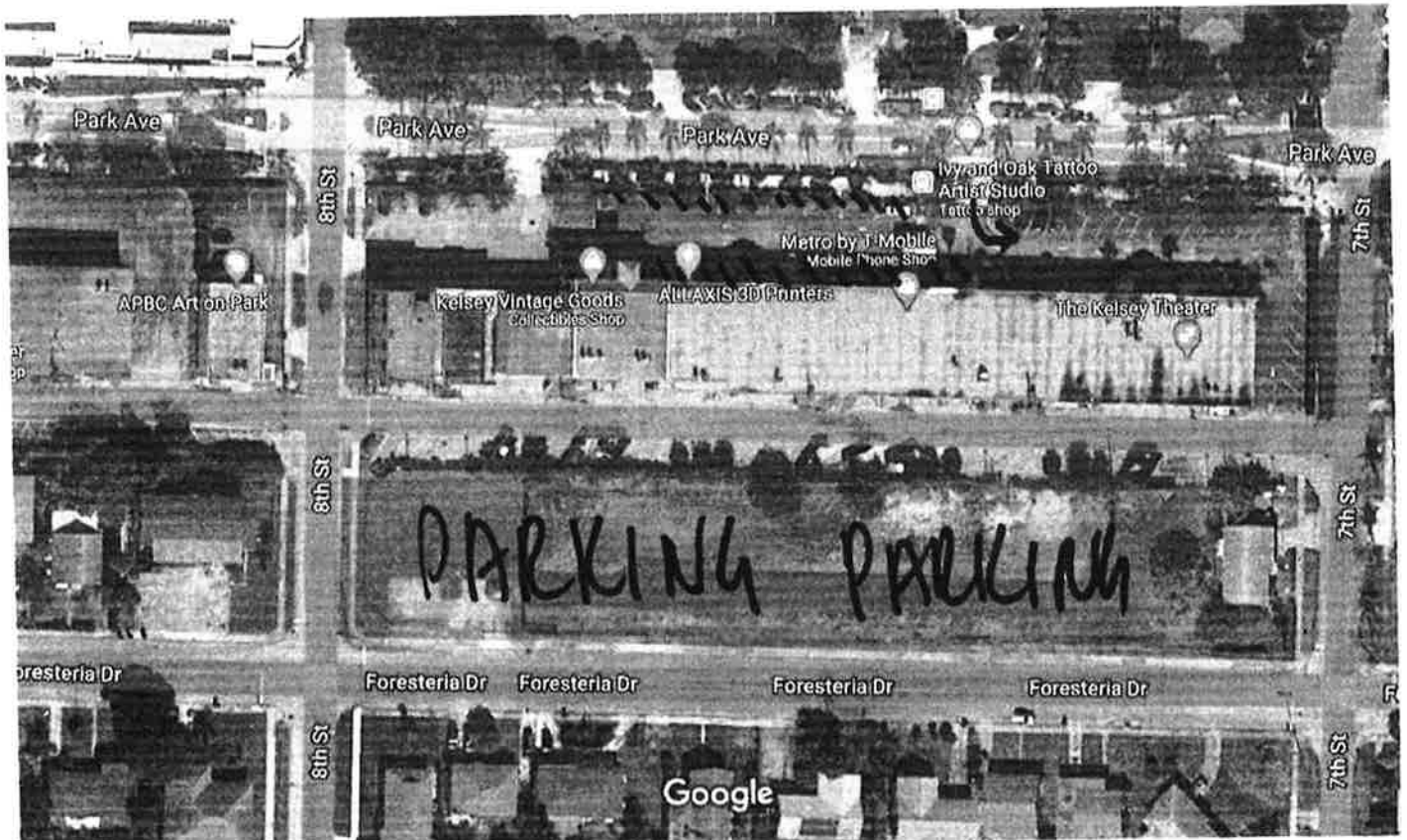
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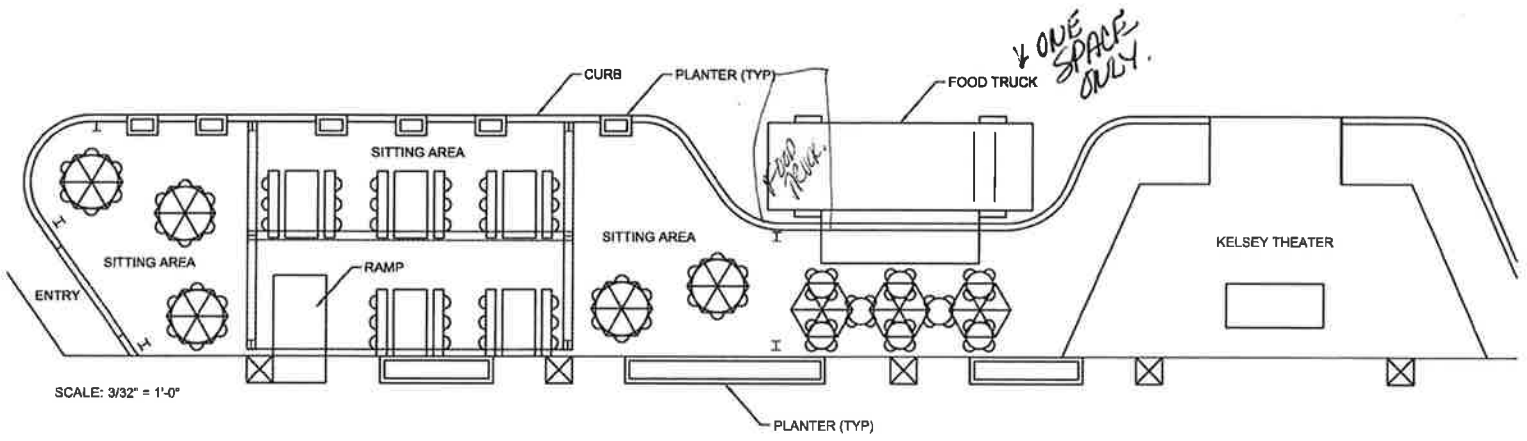


SUGGESTION FOR PARKING IN FRONT OF 700 TO RESURFACE/RESTRIPE
 PARKING SPACES TO ANGLE VS PARALLEL ON THE WEST
 END OF THE PLAZA. TWO WAY. - KEEP EAST END ONE WAY.

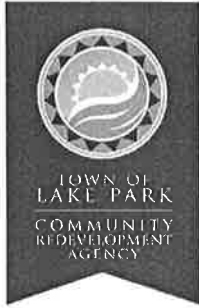
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Earlier Conceptual - Subject to Change



TAB 5



CRA
Agenda Request Form

Meeting Date: June 16, 2021,

Agenda Item No. Tab 5

Agenda Title: 610 7th Street Purchase of Property using the Appraisal of Real Property Method

- | | |
|--|--|
| <input type="checkbox"/> SPECIAL PRESENTATION/REPORT
<input type="checkbox"/> OLD BUSINESS
<input type="checkbox"/> DISCUSSION FOR FUTURE ACTION | <input type="checkbox"/> CONSENT AGENDA
<input checked="" type="checkbox"/> NEW BUSINESS:
<input type="checkbox"/> OTHER |
|--|--|

Approved by Executive Director:  Date: 6-3-2021

John O. D'Agostino, Executive Director

Name/Title

Originating Department:	Costs: \$ Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: <ul style="list-style-type: none"> Anderson and Carr Appraisal 610 7th Street Official Offer on the property by a private party.
--------------------------------	---	---

Summary Explanation/Background: the Executive Director has identified 610 7th Street as property, if purchased, would further the goals and objectives of the CRA Master Plan. The Town, on behalf of the CRA, appropriated One-Cent Sales Tax revenue to provide much-needed surface parking to support area businesses in the CRA. Furthermore, with the completion of 754 Park Avenue as headquarters for Dedicated IT, approximately fifty employees will utilize the parking spaces during daytime hours. Significant discussion by the CRA Board of Directors also addressed the need for a parking structure. With plans to

construct a parking garage, the property at 610 7th Street will need to be purchased to allow for the public parking structure.

The property recently went up for sale. The attached appraisal provides for an opinion of value and an indicated value by cost approach. The opinion of value is \$210,000 and the indicated value by cost approach is \$232,372. The Town Manager believes the Board of Directors could purchase the property between the \$210,000 opinion of value and what it would cost to replace the property if the property was demolished or destroyed.

A better explanation of the indicated value by cost approach is: The cost approach is a method of real estate valuation where the value of the real property is determined by what it would cost to rebuild the building if it was destroyed or to build an equivalent structure. It also factors in the worth of the land on which the building is situated, as well as the cost of any loss in value or depreciation that occurs over time. This approach is based on the underlying logic that buyers will not pay more for the building than they would pay if they needed to cover the current cost of producing a similar property.

Finally, attached to the ARF is an offer made on the property for \$229,000. The Executive Director recommends that the CRA purchase the property from existing funds in the restricted fund account. That account has a balance of \$604,774.00

Recommended Motion No motion is provided until the Board of Directors reaches a consensus on the purchase price of the property. At that time, the Recommended motion would be;

Move to approve the purchase of 610, 7th Street in the amount of _____.

APPRAISAL OF REAL PROPERTY



LOCATED AT

610 7th St
Lake Park, FL 33403
KELSEY CITY LTS 47 & 48 BLK 10

FOR

Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

OPINION OF VALUE

\$210,000

AS OF

05/19/2021

BY

George Berisha
Anderson & Carr, Inc.
521 S Olive Ave
West Palm Beach, FL 33401-5907
(561) 833-1661
gberisha@andersoncarr.com

RESIDENTIAL APPRAISAL SUMMARY REPORT

File No: 2210246.000

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): **MLS, Appraiser's Website**

1st Prior Subject Sale/Transfer: _____ Analysis of sale/transfer history and/or any current agreement of sale/listing: **The Subject Property is currently listed in Flex MLS for \$229,900 on 04/27/2021. Days on market are 29.**

Date: _____
 Price: _____

Source(s): _____

2nd Prior Subject Sale/Transfer: _____

Date: _____
 Price: _____

Source(s): _____

SALES COMPARISON APPROACH TO VALUE (if developed) The Sales Comparison Approach was not developed for this appraisal.



FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Address	610 7th St Lake Park, FL 33403	718 Foresteria Dr Lake Park, FL 33403	501 Foresteria Dr Lake Park, FL 33403	327 Evergreen Dr Lake Park, FL 33403
Proximity to Subject		0.04 miles SW	0.25 miles E	0.46 miles E
Sale Price	\$	\$ 209,900	\$ 255,000	\$ 240,000
Sale Price/GLA	\$ /sq.ft.	\$ 159.02 /sq.ft.	\$ 246.14 /sq.ft.	\$ 191.39 /sq.ft.
Data Source(s)		MLS # RX-10565273	MLS # A10953533	MLS # RX-10638729
Verification Source(s)		TaxRolls/Clerks Office/Realtor	TaxRolls/Clerks Office/Realtor	TaxRolls/Clerks Office/Realtor
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-) \$ Adjust.	DESCRIPTION +(-) \$ Adjust.	DESCRIPTION +(-) \$ Adjust.
Sales or Financing		Armlth	Armlth	Armlth
Concessions		Conv:0	Conv:0	Conv:0
Date of Sale/Time		11/2019 +15,000	01/2021	09/2020
Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Location	Lake Park	Lake Park	Lake Park	Lake Park
Site	5,000 sf	5,000 sf	6,255 sf	7,832 sf
View	Parking Lot	Residential/Parking -15,000	Residential -20,000	Residential -20,000
Design (Style)	Ranch	Ranch	Ranch	Ranch
Quality of Construction	Average(+)	Average(+)	Average(+)	Average(+)
Age	64	59	63	61
Condition	Average	Average	Good/Renovated -30,000	Good/Renovated -30,000
Above Grade	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths
Room Count	5 3 1	5 3 1	5 3 2	5 2 2.1
Gross Living Area	997 sq.ft.	1,320 sq.ft. -24,200	1,036 sq.ft. 0	1,254 sq.ft. -19,300
Basement & Finished	0	0	0	0
Rooms Below Grade	0	0	0	0
Functional Utility	Average	Average	Average	Average
Heating/Cooling	Window Units	Central -5,000	Central -5,000	Central -5,000
Energy Efficient Items	Standard	Standard	Insul, Windows -20,000	Standard
Garage/Carport	None	None	None	Garage-1 -8,000
Porch/Patio/Deck	Pto, Sm, Pch, BnsRm	Pto, Sm, Fnc +20,000	Fnc, Sm, Stg. +15,000	Sm Pch +15,000
Pool	None	None	None	None
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -9,200	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -65,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -44,800
Adjusted Sale Price of Comparables		Net 4.4 % Gross 37.7 % \$ 200,700	Net 25.5 % Gross 37.3 % \$ 190,000	Net 18.7 % Gross 49.9 % \$ 195,200

Summary of Sales Comparison Approach: The adjusted bath amenity was at \$2,500 per half bath and \$5,000 per full bath in this market grid. The adjusted bedroom amenity was at \$25,000 per bedroom in this market grid. The Subject Property backs up to parking lot. Comp 1 backs up to residential but from the front yard has parking lot views. Comps 2 and 3 are adjusted for their residential views. Comp 4 has the most similar views to the Subject Property and was added for more support. Comps 2, 3, and 4 have been renovated and are adjusted for their superior condition rating. The Subject per market value is at \$210.63 per total gross sf. Comps are selling between \$159.02 and \$246.14 per total gross sf. No other relevant sales were noted. Comps were given similar weight along with consideration for pending comparable 4 which is scheduled to close in June for around \$210,000 per Realtor.

Indicated Value by Sales Comparison Approach \$ 210,000

RESIDENTIAL APPRAISAL SUMMARY REPORT

File No.: 2210246.000

COST APPROACH	COST APPROACH TO VALUE (if developed) <input type="checkbox"/> The Cost Approach was not developed for this appraisal.	
	Provide adequate information for replication of the following cost figures and calculations. Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value): Due to the lack of site sales in the Subject's area, the site value was taken from its assessment for taxing purposes.	
	ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	
	Source of cost data: Builders & Local Market Sources	OPINION OF SITE VALUE = \$ 60,000
	Quality rating from cost service: _____ Effective date of cost data: _____	DWELLING 997 Sq.Ft. @ \$ 190.00 = \$ 189,430
	Comments on Cost Approach (gross living area calculations, depreciation, etc.): Cost and depreciation data were obtained from builders, local market sources, and cost estimating sources. Straight line depreciation was utilized with consideration given to deferred maintenance (if any).	Sq.Ft. @ \$ = \$ Sq.Ft. @ \$ = \$ Sq.Ft. @ \$ = \$ Sq.Ft. @ \$ = \$
	Entry, Fnc, Sm, Pch, Patio, Stg/Bonus Room = \$ 42,000	Garage/Carport Sq.Ft. @ \$ = \$
	Total Estimate of Cost-New = \$ 231,430	Less Physical Functional External
	Depreciation 74,058 = \$(74,058)	Depreciated Cost of Improvements = \$ 157,372
	Estimated Remaining Economic Life (if required): 51 Years	"As-is" Value of Site Improvements = \$ 15,000
INDICATED VALUE BY COST APPROACH = \$ 232,372		
INCOME APPROACH	INCOME APPROACH TO VALUE (if developed) <input checked="" type="checkbox"/> The Income Approach was not developed for this appraisal.	
	Estimated Monthly Market Rent \$ _____ X Gross Rent Multiplier = \$ _____ Indicated Value by Income Approach	Summary of Income Approach (including support for market rent and GRM): N/A
PUD	PROJECT INFORMATION FOR PUDs (if applicable) <input type="checkbox"/> The Subject is part of a Planned Unit Development.	
	Legal Name of Project: _____ Describe common elements and recreational facilities: N/A	
RECONCILIATION	Indicated Value by: Sales Comparison Approach \$ 210,000 Cost Approach (if developed) \$ 232,372 Income Approach (if developed) \$ _____	
	Final Reconciliation The Sales Comparison Approach was given most weight in reaching the final opinion of value contained in this report as it best reflects the interaction of buyers and sellers in the open marketplace. The Cost Approach was supportive. I have not performed any services regarding the subject property within the 3 years prior to this assignment and I have no current or prospective interest in the subject property or the parties involved.	
	This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, <input type="checkbox"/> subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair: <u>Living SF for the Subject Property was based upon the Palm Beach County Property Appraiser.</u>	
	<input type="checkbox"/> This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda. Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 210,000 , as of: 05/19/2021 , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.	
ATTACHMENTS	A true and complete copy of this report contains <u>24</u> pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.	
	Attached Exhibits: <input checked="" type="checkbox"/> Scope of Work <input type="checkbox"/> Limiting Cond./Certifications <input type="checkbox"/> Narrative Addendum <input checked="" type="checkbox"/> Photograph Addenda <input type="checkbox"/> Sketch Addendum <input checked="" type="checkbox"/> Map Addenda <input type="checkbox"/> Additional Sales <input type="checkbox"/> Cost Addendum <input type="checkbox"/> Flood Addendum <input type="checkbox"/> Manuf. House Addendum <input type="checkbox"/> Hypothetical Conditions <input type="checkbox"/> Extraordinary Assumptions <input type="checkbox"/> License <input checked="" type="checkbox"/> Qualifications	
SIGNATURES	Client Contact: _____ Client Name: <u>Town of Lake Park c/o Anders Viane</u> E-Mail: _____ Address: <u>535 Park Avenue, Lake Park, FL 33403</u>	
	APPRAISER  Appraiser Name: <u>George Berisha</u> Company: <u>Anderson & Carr, Inc.</u> Phone: <u>(561) 833-1661</u> Fax: _____ E-Mail: <u>gberisha@andersoncarr.com</u> Date of Report (Signature): <u>05/26/2021</u> License or Certification #: <u>Cert Res RD5756</u> State: <u>FL</u> Designation: _____ Expiration Date of License or Certification: <u>11/30/2022</u> Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: <u>05/19/2021</u>	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)  Supervisory or Co-Appraiser Name: <u>Robert Banting</u> Company: <u>Anderson & Carr, Inc.</u> Phone: <u>(561) 833-1661</u> Fax: _____ E-Mail: <u>rbanting@andersoncarr.com</u> Date of Report (Signature): <u>05/26/2021</u> License or Certification #: <u>Cert Gen RZ4</u> State: <u>FL</u> Designation: <u>MAI</u> Expiration Date of License or Certification: <u>11/30/2022</u> Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input checked="" type="checkbox"/> None Date of Inspection: _____
	Copyright © 2007 by a la mode, inc. This form may be reproduced unmodified without written permission, however, a la mode, inc. must be acknowledged and credited.	
	Form GPRES2 - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE 3/2007	

ADDITIONAL COMPARABLE SALES

File No.: 2210246.000

FEATURE	SUBJECT	COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6		
Address	610 7th St Lake Park, FL 33403	811 Foresteria Dr Lake Park, FL 33403								
Proximity to Subject		0.14 miles W								
Sale Price	\$	\$ 218,000			\$			\$		
Sale Price/GLA	\$ /sq.ft.	\$ 242.22 /sq.ft.			\$ /sq.ft.			\$ /sq.ft.		
Data Source(s)		MLS # RX-10682453								
Verification Source(s)		TaxRolls/Clerks Office/Realtor								
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-) \$ Adjust.			DESCRIPTION			+(-) \$ Adjust.		
Sales or Financing		Armlth								
Concessions		Conv;0								
Date of Sale/Time		Active/Pending -8,700								
Rights Appraised	Fee Simple	Fee Simple								
Location	Lake Park	Lake Park								
Site	5,000 sf	5,012 sf 0								
View	Parking Lot	Stores/Parking Lot 0								
Design (Style)	Ranch	Ranch								
Quality of Construction	Average(+)	Average(+)								
Age	64	59 0								
Condition	Average	Good/Renovated -30,000								
Above Grade	Total Bdrms Baths	Total Bdrms Baths			Total Bdrms Baths			Total Bdrms Baths		
Room Count	5 3 1	5 2 2 +20,000								
Gross Living Area	997 sq.ft.	900 sq.ft. +7,300			sq.ft.			sq.ft.		
Basement & Finished	0	0								
Rooms Below Grade	0	0								
Functional Utility	Average	Average								
Heating/Cooling	Window Units	Window Units								
Energy Efficient Items	Standard	Standard								
Garage/Carport	None	None								
Porch/Patio/Deck	Pto,Sm,Pch,BnsRm	Enc,Sm,Pch +10,000								
Pool	None	None								
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -1,400			<input type="checkbox"/> + <input type="checkbox"/> - \$			<input type="checkbox"/> + <input type="checkbox"/> - \$		
Adjusted Sale Price of Comparables		Net 0.6 % Gross 34.9 % \$ 216,600			Net % Gross % \$			Net % Gross % \$		
Summary of Sales Comparison Approach Comp 4 is a pending listing provided for more support. Per Realtor this comparable is scheduled to close in June around \$210,000.										

SALES COMPARISON APPROACH



Assumptions, Limiting Conditions & Scope of Work

File No.: 2210246.000

Property Address: 610 7th St	City: Lake Park	State: FL	Zip Code: 33403
Client: Town of Lake Park c/o Anders Viane	Address: 535 Park Avenue, Lake Park, FL 33403		
Appraiser: George Berisha	Address: 521 S Olive Ave, West Palm Beach, FL 33401-5907		

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

Certifications

File No: 2210246.000

Property Address: 610 7th St	City: Lake Park	State: FL	Zip Code: 33403
Client: Town of Lake Park c/o Anders Viane		Address: 535 Park Avenue, Lake Park, FL 33403	
Appraiser: George Berisha		Address: 521 S Olive Ave, West Palm Beach, FL 33401-5907	

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.



Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact:	Client Name: Town of Lake Park c/o Anders Viane
E-Mail:	Address: 535 Park Avenue, Lake Park, FL 33403
APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
	
Appraiser Name: George Berisha	Supervisory or Co-Appraiser Name: Robert Banting
Company: Anderson & Carr, Inc.	Company: Anderson & Carr, Inc.
Phone: (561) 833-1661	Phone: (561) 833-1661
Fax:	Fax:
E-Mail: gberisha@andersoncarr.com	E-Mail: rbanting@andersoncarr.com
Date Report Signed: 05/26/2021	Date Report Signed: 05/26/2021
License or Certification #: Cert Res RD5756	License or Certification #: Cert Gen RZ4
State: FL	State: FL
Designation:	Designation: MAI
Expiration Date of License or Certification: 11/30/2022	Expiration Date of License or Certification: 11/30/2022
Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None	Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input checked="" type="checkbox"/> None
Date of Inspection: 05/19/2021	Date of Inspection:



Subject Photo Page

Borrower	N/A				
Property Address	610 7th St				
City	Lake Park	County	Palm Beach	State	FL Zip Code 33403
Client	Town of Lake Park c/o Anders Viane				



Subject Front

610 7th St



Subject Rear



Subject Street

Photograph Addendum

Borrower	N/A				
Property Address	610 7th St				
City	Lake Park	County	Palm Beach	State	FL Zip Code 33403
Client	Town of Lake Park c/o Anders Viane				



Street View#2



Front View-2



Patio



Windows



Minor Chip on Block Wall



Side View

Photograph Addendum

Borrower	N/A				
Property Address	610 7th St				
City	Lake Park	County	Palm Beach	State	FL Zip Code 33403
Client	Town of Lake Park c/o Anders Viane				



Window AC Unit



Sm. Alum. Scr.Pch



Scr.Pch Interior View



Scuttle



Parking Lot



Add. Views of Windows

Photograph Addendum

Borrower	N/A				
Property Address	610 7th St				
City	Lake Park	County	Palm Beach	State	FL Zip Code 33403
Client	Town of Lake Park c/o Anders Viane				



Kitchen



Add. Kitchen Views



Backsplash in Kitchen



Add. Views



Add. Views



Bonus Room/Storage

Photograph Addendum

Borrower	N/A				
Property Address	610 7th St				
City	Lake Park	County	Palm Beach	State	FL Zip Code 33403
Client	Town of Lake Park c/o Anders Viane				



Scuttle



Living Room



Add. Views



Fans



Bedroom View



Parking Lot View from Bedroom

Photograph Addendum

Borrower	N/A				
Property Address	610 7th St				
City	Lake Park	County	Palm Beach	State	FL Zip Code 33403
Client	Town of Lake Park c/o Anders Viane				



Bedroom View



Bath Views



Bedroom View



Closet View

Comparable Photo Page

Borrower	N/A				
Property Address	610 7th St				
City	Lake Park	County	Palm Beach	State	FL Zip Code 33403
Client	Town of Lake Park c/o Anders Viane				



Comparable 1

718 Foresteria Dr



Comparable 2

501 Foresteria Dr



Comparable 3

327 Evergreen Dr

Comparable Photo Page

Borrower	N/A				
Property Address	610 7th St				
City	Lake Park	County	Palm Beach	State	FL Zip Code 33403
Client	Town of Lake Park c/o Anders Viane				



Comparable 4

811 Foresteria Dr
Prox. to Subject 0.14 miles W
Sale Price 218,000
Gross Living Area 900
Total Rooms 5
Total Bedrooms 2
Total Bathrooms 2
Location Lake Park
View Stores/Parking Lot
Site 5,012 sf
Quality Average(+)
Age 59

Comparable 5

Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Comparable 6

Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Site Dimesions for Subject Lot 0470

Borrower	N/A		
Property Address	610 7th St		
City	Lake Park	County	Palm Beach
		State	FL
		Zip Code	33403
Client	Town of Lake Park c/o Anders Viane		



Aerial Map for Subject

Borrower	N/A						
Property Address	610 7th St						
City	Lake Park	County	Palm Beach	State	FL	Zip Code	33403
Client	Town of Lake Park c/o Anders Viane						



Aerial Location Map

Borrower	N/A				
Property Address	610 7th St.				
City	Lake Park	County	Palm Beach	State	FL Zip Code 33403
Client	Town of Lake Park c/o Anders Viane				



DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED: 610 7th St, Lake Park, FL 33403

APPRAISER: *George Berisha*
 Signature: _____
 Name: George Berisha
 Title: _____
 State Certification #: Cert Res RD5756
 or State License #: _____
 State: FL Expiration Date of Certification or License: 11/30/2022
 Date Signed: 05/26/2021

SUPERVISORY or CO-APPRAISER (if applicable): *Robert Banting*
 Signature: _____
 Name: Robert Banting
 Title: MAI
 State Certification #: Cert Gen RZ4
 or State License #: _____
 State: FL Expiration Date of Certification or License: 11/30/2022
 Date Signed: 05/26/2021
 Did Did Not Inspect Property

License

Borrower	N/A						
Property Address	610 7th St						
City	Lake Park	County	Palm Beach	State	FL	Zip Code	33403
Client	Town of Lake Park c/o Anders Viane						

Ron DeSantis, Governor Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED RESIDENTIAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES


BERISHA, GEORGE KOL
521 S OLIVE AVENUE
WEST PALM BEACH FL 33401

LICENSE NUMBER: RD5756

EXPIRATION DATE: NOVEMBER 30, 2022
Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Qualifications

Borrower	N/A						
Property Address	610 7th St						
City	Lake Park	County	Palm Beach	State	FL	Zip Code	33403
Client	Town of Lake Park c/o Anders Viane						

QUALIFICATIONS OF APPRAISER GEORGE K. BERISHA

GENERAL INFORMATION

State-Certified Residential Appraiser RD5756
FHA Roster Appraiser FL RD5756

EDUCATION AND SPECIAL TRAINING

The Appraisal of 2-4 Unit Properties - McKissock 10/2018
Limited Scope Appraisals and Appraisal Reports: Staying Compliant and Competitive - McKissock 10/2018
Florida Appraisal Laws and Regulations Update - McKissock 10/2016, McKissock 10/2018
Evaluating Today's Residential Appraisal: Reliable Review - McKissock 10/2018
That's a Violation: Appraisal Standards in the Real World - McKissock 10/2018
Real Estate Damages – Appraising After a Natural Disaster - McKissock 10/2018
Florida Appraisal Oddities - McKissock 10/2016
Strange but True: Appraising Complex Residential Properties - McKissock 10/2016
National USPAP Update (2016-2017) McKissock 10/2016, (2018-2019) McKissock 10/2018
Exploring Appraiser Liability - McKissock 10/2016
Water, Water Everywhere - McKissock 10/2016
Appraising FHA Today - McKissock 10/2016
7 Hour National USPAP Course - McKissock 10/2016
The Dirty Dozen - McKissock 10/2016
Florida Laws & Regulations - McKissock 10/2016
The Nuts & Bolts of Building Green for Appraisers - McKissock 10/2016
Even More Oddball Appraisals - McKissock 10/2014
National USPAP Update Equivalent 7 Hours - 10/2012
Florida Appraisal Laws and Regulations Update 3 Hours – 10/2012
Systems Built Housing: Advances in Housing 7 Hours – 10/2012
Introduction to Residential Green Buildings 3 Hours – 10/2012
Wetland Valuation: Techniques & Concepts 7 Hours -010/2012
Introduction to Regression Analysis 3 Hours – 10/2012
National USPAP Update Equivalent 7 Hours – 10/2010
Florida Laws and Regulations 3 Hours – 10/2010
The Changing World of FHA Appraising 8 Hours – 10/2010
Business Course: Ways to Minimize Liability 8 Hours – 10/2010
Florida Appraisal Supervisor – Trainee Roles 4 Hours – 10/2010
Florida Laws and Regulations 3 Hours – 06/2008
National USPAP Update Equivalent 7 Hours - 06/2008
Even Odder: More Oddball Appraisals 8 Hours - 06/2008
Relocation Appraisal is Different 8 Hours - 06/2008
Appraisal Supervisor Trainee Roles 4 Hours - 06/2008
National USPAP Update Equivalent 7 Hours – 06/2006
Florida Laws and Regulations 3 Hours - 06/2006
National USPAP Pre-Certification 15 Hours – 11/2005
AB-2 Licensed Residential Appraisal Course – 06/2005
Developing & Growing an Appraisal Practice – 11/2004
Factory Built Housing – 11/2004
Florida Laws & Regulations – 11/2004
AB-1 Licensed Residential Appraisal Course – 09/2002
Real Estate Salesperson Course – 09/1998
Tarrant County Junior College – 1988-1990
FHA Exam Preparation – 11/2004
National USPAP Equivalent – 11/2004
Daytona Beach Community College – 1990-1993

License

Borrower	N/A						
Property Address	610 7th St						
City	Lake Park	County	Palm Beach	State	FL	Zip Code	33403
Client	Town of Lake Park c/o Anders Viane						


 Ron DeSantis, Governor Halsey Beehearn, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD


THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES


BANTING, ROBERT B
521 S OLIVE AVE
WEST PALM BEACH FL 33401

LICENSE NUMBER: RZ4

EXPIRATION DATE: NOVEMBER 30, 2022

Always verify licenses online at MyFloridaLicense.com

 Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Qualifications

Borrower	N/A					
Property Address	610 7th St					
City	Lake Park	County	Palm Beach	State	FL	Zip Code 33403
Client	Town of Lake Park c/o Anders Viane					

QUALIFICATIONS OF APPRAISER ROBERT B. BANTING, MAI, SRA

PROFESSIONAL DESIGNATIONS - YEAR RECEIVED

MAI - Member Appraisal Institute - 1984
 SRA - Senior Residential Appraiser, Appraisal Institute - 1977
 SRPA - Senior Real Property Appraiser, Appraisal Institute - 1980
 State-Certified General Real Estate Appraiser, State of Florida, License No. RZ4 - 1991

EDUCATION AND SPECIAL TRAINING

Licensed Real Estate Broker - #3748 - State of Florida
 Graduate, University of Florida, College of Business Administration, BSBA (Major - Real Estate & Urban Land Studies) 1973
 Successfully completed and passed the following Society of Real Estate Appraisers (SREA) and American Institute of Real Estate Appraisers (AIREA) courses and/or exams: Note: the SREA & AIREA merged in 1991 to form the Appraisal Institute.

SREA R2: Case Study of Single Family Residence
 SREA 201: Principles of Income Property Appraising
 SREA: Single Family Residence Demonstration Report
 SREA: Income Property Demonstration Report
 AIREA 1B: Capitalization Theory and Techniques
 SREA 101: Introduction to Appraising Real Property
 AIREA: Case Studies in Real Estate Valuation
 AIREA: Standards of Professional Practice
 AIREA: Introduction to Real Estate Investment Analysis
 AIREA 2-2: Valuation Analysis and Report Writing
 AIREA: Comprehensive Examination
 AIREA: Litigation Valuation
 AIREA: Standards of Professional Practice Part C

ATTENDED VARIOUS APPRAISAL SEMINARS AND COURSES, INCLUDING:

The Internet and Appraising	Golf Course Valuation	Discounting Condominiums & Subdivisions
Narrative Report Writing	Appraising for Condemnation	Condemnation: Legal Rules & Appraisal Practices
Condominium Appraisal	Reviewing Appraisals	Analyzing Commercial Lease Clauses
Eminent Domain Trials	Tax Considerations in Real Estate	Testing Reasonableness/Discounted Cash Flow
Mortgage Equity Analysis	Partnerships & Syndications	Hotel and Motel Valuation
Advanced Appraisal Techniques	Federal Appraisal Requirements	Analytic Uses of Computer in the Appraisal Shop
Valuation of Leases and Leaseholds	Valuation Litigation Mock Trial	Residential Construction From The Inside Out
Rates, Ratios, and Reasonableness	Analyzing Income Producing Properties	Development of Major/Large Residential Projects
Standards of Professional Practice	Regression Analysis In Appraisal Practice	Federal Appraisal Requirements

Engaged in appraising and consulting assignments including market research, rental studies, feasibility analysis, expert witness testimony, cash flow analysis, settlement conferences, and brokerage covering all types of real estate since 1972.

President of Anderson & Carr, Inc., Realtors and Appraisers, established 1947

Past President Palm Beach County Chapter, Society of Real Estate Appraisers (SREA)

Realtor Member of Central Palm Beach County Association of Realtors

Special Master for Palm Beach County Property Appraisal Adjustment Board

Qualified as an Expert Witness providing testimony in matters of condemnation, property disputes, bankruptcy court, foreclosures, and other issues of real property valuation.

Member of Admissions Committee, Appraisal Institute - South Florida Chapter

Member of Review and Counseling Committee, Appraisal Institute - South Florida Chapter

Approved appraiser for State of Florida, Department of Transportation and Department Natural Resources.

Instructor of seminars, sponsored by the West Palm Beach Board of Realtors.

Authored articles for The Palm Beach Post and Realtor newsletter.

Real Estate Advisory Board Member, University of Florida.

TYPES OF PROPERTY APPRAISED - PARTIAL LISTING

Air Rights	Medical Buildings	Apartment Buildings	Churches
Amusement Parks	Department Stores	Hotels - Motels	Marinas
Condominiums	Industrial Buildings	Office Buildings	Residences - All Types
Mobile Home Parks	Service Stations	Special Purpose Buildings	Restaurants
Auto Dealerships	Vacant Lots - Acreage	Residential Projects	Golf Courses
Shopping Centers	Leasehold Interests	Financial Institutions	Easements

"I am currently certified under the continuing education program of the Appraisal Institute."

"AS IS" Residential Contract For Sale And Purchase

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



1* **PARTIES:** LEABERT STEWART ("Seller"),
2* and OMAR PAULETTE & MAGALY PILOTO BUZNEGO ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
5 and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**
7* (a) Street address, city, zip: 610 7th St 33403-3206
8* (b) Located in: Lake Park, FL County, Florida. Property Tax ID #: 36-43-42-20-01-010-0470
9* (c) Real Property: The legal description is KELSEY CITY LTS 47 & 48 BLK 10

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

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

21
22 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

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

PURCHASE PRICE AND CLOSING

25
26* **2. PURCHASE PRICE** (U.S. currency): \$ 229,000.00

27* (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ 5,000.00
28 The initial deposit made payable and delivered to "Escrow Agent" named below
29* (CHECK ONE): (i) accompanies offer or (ii) is to be made within 3 (if left
30 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
31 OPTION (ii) SHALL BE DEEMED SELECTED.

32* Escrow Agent Information: Name: ASSURED TITLE & TRUST INC
33* Address: 12150 SW 128 CT SUITE 210 MIAMI, FL 33186
34* Phone: 786-249-3853 E-mail: title@assuredtitletrust.com Fax:

35* (b) Additional deposit to be delivered to Escrow Agent within (if left blank, then 10)
36* days after Effective Date \$
37 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

38* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 80%

39* (d) Other: \$

40 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
41* transfer or other COLLECTED funds \$ 40,800.00

42 **NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.**

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

44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
45* April 27, 2021, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
47 the counter-offer is delivered.

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

50 **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur
51 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
52* ("Closing") on May 31, 2021 OR BIFORE ("Closing Date"), at the time established by the Closing Agent.

Buyer's Initials MPB OP Page 1 of 12 Seller's Initials _____
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53 **5. EXTENSION OF CLOSING DATE:**

- 54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due
- 55 to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"),
- 56 then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such
- 57 period shall not exceed 10 days.
- 58 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the
- 59 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be
- 60 extended as provided in STANDARD G.

61 **6. OCCUPANCY AND POSSESSION:**

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

- 77* **7. ASSIGNABILITY: (CHECK ONE):** Buyer may assign and thereby be released from any further liability under
- 78* this Contract; may assign but not be released from liability under this Contract; or may not assign this
- 79 Contract.

80 **FINANCING**

81 **8. FINANCING:**

82* (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's

83 obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges

84 that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend

85 the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

86* (b) This Contract is contingent upon Buyer obtaining approval of a conventional FHA VA or other

87* _____ (describe) loan within _____ (if left blank, then 30) days after Effective Date ("Loan Approval

88* Period") for **(CHECK ONE):** fixed, adjustable, fixed or adjustable rate in the Loan Amount (See Paragraph

89* 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's

90* creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing").

91* (i) Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days

92 after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms

93 ("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale

94 by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.

95 Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a

96 default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited

97 to, timely furnishing all documents and information and paying of all fees and charges requested by Buyer's

98 mortgage broker and lender in connection with Buyer's mortgage loan application.

99 (ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application,

100 Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose

101 such status and progress, and release preliminary and finally executed closing disclosures and settlement

102 statements, to Seller and Broker.

103 (iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.

104 (iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to

105 expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been

106 unable to obtain Loan Approval and has elected to either:

- 107 (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or
- 108 (2) terminate this Contract.

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Seller's Initials _____

(v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period.

(vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) Assumption of existing mortgage (see rider for terms).

(d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

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

(a) COSTS TO BE PAID BY SELLER:

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

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

(b) COSTS TO BE PAID BY BUYER:

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

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

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

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

Buyer's Initials MAB OA
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164* (iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]: Seller shall furnish a copy of a prior owner's policy
 165 of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence,
 166 which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C)
 167 municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's
 168* policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ _____
 169 (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.
 170 (d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property
 171 surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real
 172 Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
 173* (e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by
 174* _____ at a cost not to exceed \$ _____. A home
 175 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in
 176 appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.
 177 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body
 178 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and
 179 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an
 180 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being
 181 imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may
 182 be paid in installments (**CHECK ONE**):
 183* (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.
 184 Installments prepaid or due for the year of Closing shall be prorated.
 185* (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.
 186 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
 187 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district
 188 (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

189 **DISCLOSURES**

190 **10. DISCLOSURES:**

- 191 (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in
 192 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
 193 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding
 194 radon and radon testing may be obtained from your county health department.
 195 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller
 196 does not know of any improvements made to the Property which were made without required permits or made
 197 pursuant to permits which have not been properly closed. If Seller identifies permits which have not been
 198 properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans,
 199 written documentation or other information in Seller's possession, knowledge, or control relating to
 200 improvements to the Property which are the subject of such open permits or unpermitted improvements.
 201 (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or
 202 desires additional information regarding mold, Buyer should contact an appropriate professional.
 203 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood
 204 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to
 205 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"
 206 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and
 207 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
 208 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
 209 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
 210* may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after
 211 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
 212 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
 213 designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums
 214 for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured
 215 or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial
 216 rating.
 217 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure
 218 required by Section 553.996, F.S.

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

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

245 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the
 246 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS
 247 IS Maintenance Requirement").

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

- 249* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 10 (if left blank, then 15)
 250 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
 251 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole
 252 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering
 253 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely
 254 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall
 255 be released of all further obligations under this Contract; however, Buyer shall be responsible for
 256 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting
 257 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the
 258 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to
 259 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of
 260 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to
 261 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all
 262 repairs and improvements required by Buyer's lender.
- 263 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
 264 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
 265 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
 266 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
 267 Maintenance Requirement and has met all other contractual obligations.
- 268 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection
 269 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,
 270 written documentation or other information in Seller's possession, knowledge, or control relating to
 271 improvements to the Property which are the subject of such open or needed Permits, and shall promptly
 272 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve
 273 such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,

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274 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs
275 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to
276 expend, any money.
277 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
278 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
279 to Buyer.

280 **ESCROW AGENT AND BROKER**

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

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

301 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
302 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
303 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
304 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
305 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
306 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND
307 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND
308 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,
309 WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each
310 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
311 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at
312 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with
313 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
314 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
315 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
316 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
317 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services
318 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.
319 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and
320 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve
321 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker
322 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

323 **DEFAULT AND DISPUTE RESOLUTION**

324 **15. DEFAULT:**
325 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,
326 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit
327 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and
328 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under

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329 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's
330 rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall
331 be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share
332 shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

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

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

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

342 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
343 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
344 16(b).

345 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
346 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
347 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
348 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
349 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
350 16 shall survive Closing or termination of this Contract.

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

356 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

357 **18. STANDARDS:**

358 **A. TITLE:**

359 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
360 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
361 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at
362 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance
363 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
364 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
365 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the
366 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of
367 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than
368 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and
369 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach
370 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing
371 any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall
372 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance
373 with law.

374 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller
375 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is
376 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of
377 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after
378 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer
379 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver
380 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this
381 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If
382 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

383 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which
384 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or
385 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has
386 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)
387 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
388 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and
389 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
390 thereby releasing Buyer and Seller from all further obligations under this Contract.

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

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

401 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
402 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
403 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
404 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
405 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
406 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph
407 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller
408 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this
409 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
410 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
411 thereunder.

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

420 **F. TIME:** Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other
421 than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates
422 specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur
423 on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property
424 is located) of the next business day.

425 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be
426 liable to each other for damages so long as performance or non-performance of the obligation, or the availability of
427 services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force
428 Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God,
429 unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent
430 effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including
431 Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents
432 performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under
433 this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering
434 written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
435 further obligations under this Contract.

436 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,
437 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters
438 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

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

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

(iii) FinCEN GTO NOTICE. If Closing Agent is required to comply with the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTOs"), then Buyer shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and report of said information to IRS.

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

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

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

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

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated

Buyer's Initials MPB OP
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Seller's Initials _____

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

496 cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of
497 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase
498 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of
499 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the
500 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation
501 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

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

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

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

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

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

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

530 **T. RESERVED.**

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

534 **V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,
535 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%
536 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service
537 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate
538 from the IRS authorizing a reduced amount of withholding.

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

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

548 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has
549 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
550 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller
551 on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in
552 escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the

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Seller's Initials _____

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

553 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted
 554 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
 555 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
 556 transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the
 557 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
 558 disbursement in accordance with the final determination of the IRS, as applicable.
 559 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
 560 8288 and 8288-A, as filed.

561 **W. RESERVED**

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

ADDENDA AND ADDITIONAL TERMS

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

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

_____ |

571* **20. ADDITIONAL TERMS:** MUNICIPAL LIEN SEARCH WILL INCLUDE SEARCH OF RECORDS FOR _____
 572 UNRECORDED CITATIONS, PERMITS AND VIOLATIONS IF CITATIONS, OPEN PERMITS AND/OR _____
 573 VIOLATIONS ARE DISCOVERED ANY TIME PRIOR TO CLOSING, THEN THE SELLER MAY ELECT TO _____
 574 SATISFY, CLOSE OR RELEASE SUCH CITATIONS, OPEN PERMITS OR VIOLATION PRIOR TO _____
 575 CLOSING. IF THE SELLER ELECTS NOT TO DO SO, THEN THE BUYER MAY EITHER ACCEPT THE _____
 576 PROPERTY IN ITS AS-IS CONDITIONS OR CANCEL THE CONTRACT AND BE REFUNDED THE _____
 577 ERNESTMONEY DEPOSIT AND THE CONTRACT WILL BE TERMINATED. BUYER WILL PAY LAPEYRE _____
 578 REALTY A PROCESSING FEE OF \$699 AT TIME OF CLOSING _____
 579 _____
 580 _____
 581 _____
 582 _____
 583 _____
 584 _____
 585 _____
 586 _____
 587 _____

COUNTER-OFFER/REJECTION

- 588
- 589* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 590 deliver a copy of the acceptance to Seller).
 591* Seller rejects Buyer's offer.

Buyer's Initials MPB DP
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Seller's Initials _____

**Comprehensive Rider to the
Residential Contract For Sale And Purchase**

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



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors® /Florida Bar Residential Contract For Sale And Purchase between LEABERT STEWART (SELLER) and OMAR PAULETTE & MAGALY PILOTO BUZNEGO (BUYER) concerning the Property described as 610 7th St 33403-3206

Buyer's Initials MPB OP Seller's Initials _____

F. APPRAISAL CONTINGENCY

This Contract is contingent upon Buyer obtaining, at Buyer's expense, a written appraisal from a licensed Florida appraiser, on or before _____ (if left blank, then at least ten (10) days prior to Closing), stating that the appraised value of the Property is at least \$229,000.00 (if left blank, the Purchase Price). If the appraisal states that the appraised value of the Property is less than the above value, Buyer shall deliver a copy of such appraisal to Seller within 3 days after the above date and deliver written notice to Seller, either: a) terminating this Contract in which event the Deposit paid shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract; or b) waiving and removing this contingency and continuing with this Contract without regard to the appraised value of the Property, except as provided in Paragraph 8(b) if it is checked.

If Buyer fails to timely obtain an appraisal, or having timely obtained such appraisal fails to timely deliver notice of Buyer's exercise of the right to terminate granted above, this contingency shall be waived and removed, and Buyer shall continue with this Contract, without waiving any of Buyer's rights in Paragraph 8(b) if it is checked.



Comprehensive Rider to the Residential Contract For Sale And Purchase

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



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors® /Florida Bar Residential Contract For Sale And Purchase between LEABERT STEWART (SELLER) and OMAR PAULETTE & MAGALY PILOTO BUZNEGO (BUYER) concerning the Property described as 610 7th St 33403-3206

Buyer's Initials MPB OP Seller's Initials _____

P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Seller's Disclosure (INITIAL)

- _____ (a) Presence of lead-based paint or lead-based paint hazards (CHECK ONE BELOW):
 - Known lead-based paint or lead-based paint hazards are present in the housing.
 - Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.
- _____ (b) Records and reports available to the Seller (CHECK ONE BELOW):
 - Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____
 - Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

- MPB OP (c) Buyer has received copies of all information listed above.
- MPB OP (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- MPB OP (e) Buyer has (CHECK ONE BELOW):
 - Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

- 2/26 (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C.4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	<u>Wenzel</u>	4/24/2021
SELLER	Date	BUYER <u>OP</u>	Date 4/24/2021
_____	_____	BUYER <u>2/26</u>	Date 4/24/2021
SELLER	Date	Selling Licensee	Date
_____	_____		
Listing Licensee	Date		

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

