



AGENDA

Community Redevelopment Agency
Meeting

Wednesday, March 2, 2022, 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
<hr style="border-top: 1px dashed black;"/>		
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 PRESENTATION/REPORT:

None

D. CONSENT AGENDA:

1. February 16, 2022 Special Call Community Redevelopment Agency Board Meeting Minutes. Tab 1

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:

2. Executive Director Community Redevelopment Agency (CRA) Annual Report Tab 2

G. **EXECUTIVE DIRECTOR REPORT:**

H. **BOARD MEMBER COMMENTS**

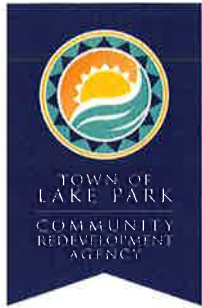
I. **REQUEST FOR FUTURE AGENDA ITEMS:**

J. **ADJOURNMENT**

The next scheduled Special Call Community Redevelopment Agency Meeting will be conducted on March 16, 2022.

Consent Agenda

TAB 1



**Community Redevelopment Agency
Agenda Request Form**

Meeting Date: March 2, 2022

Agenda Item No.

Agenda Title: February 16, 2022 Special Call Community Redevelopment Agency Meeting Minutes.

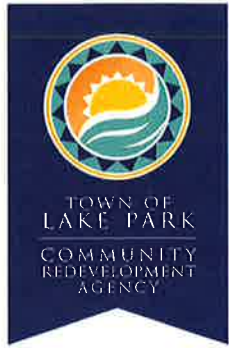
- SPECIAL PRESENTATION/REPORT **CONSENT AGENDA**
 OLD BUSINESS NEW BUSINESS
 OTHER:

Approved by Executive Director: *[Signature]* Date: 2-22-22

Vivian Mendez, Agency Clerk, MMC
Name/Title

Originating Department: Agency Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Meeting Minutes Exhibit A
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case ____ Please initial one.

Recommended Motion: I move to approve the February 16, 2022 Special Call Community Redevelopment Agency Meeting Minutes.



**Minutes
Town of Lake Park, Florida
Special Call
Community Redevelopment Agency
Wednesday, February 16, 2022, 6:00 P.M.
Town Hall Commission Chamber,
535 Park Avenue, Lake Park, Florida 33403**

The Community Redevelopment Agency Board met for a Special Call meeting on Wednesday, February 16, 2022 at 6:00 p.m. Present were Chair Michael O'Rourke, Vice-Chair Kimberly Glas-Castro, Board Members Erin Flaherty, John Linden, Roger Michaud, Executive Director John D'Agostino, Agency Attorney Thomas Baird, and Agency Clerk Vivian Mendez. Board Member Henry Stark was absent.

Agency Clerk Mendez performed the roll call and Kevin Crowder led the pledge of allegiance.

SPECIAL PRESENTATION/REPORT:

None

CONSENT AGENDA:

1. December 1, 2021 Special Call Community Redevelopment Agency Board Meeting Minutes.

Motion: Vice-Chair Glas-Castro moved to approve the consent agenda; Board Member Linden seconded the motion.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Flaherty	X		
Board Member Linden	X		
Board Member Michaud	X		
Board Member Stark			Absent
Vice-Chair Glas-Castro	X		
Chair O'Rourke	X		

Motion passed 5-0.

PUBLIC COMMENT:

None

NEW BUSINESS:

2. Updates from Business Flare on the Community Redevelopment Agency (CRA) Master Plan.

Mr. Kevin Crowder of Business Flare presented to the Board (see Exhibit "A"). Chair O'Rourke pointed out that the Town approved outdoor dining for restaurants at the start of the pandemic. Commissioner Linden asked what would help set the CRA apart. Mr. Crowder stated that the story would set the CRA apart. He explained that how the plan would be implemented would determine how the CRA would stand out. He explained some specifics that would be included in the plan to assist with the implantation.

Board Member Michaud asked how the entry way to 10th Street (east going west) would be improved with a statement piece into the CRA. Mr. Crowder explained that there have been many discussions about changing the entry way into the CRA, including acquiring property. He made a note, earlier today, which says "design standards and statement architect" for that area.

Commissioner Flaherty asked about the statics that were included in the presentation. He asked if it reflected a general flow of traffic through the area, or did it include those that drove into the CRA to shop or dine. Mr. Crowder explained how the algorithm was designed to capture those that remained more than 9-minutes. He explained that it was designed to filter out flowing traffic, delivery services, etc.

Vice-Mayor Glas-Castro wanted to remain true to the authentic charm of the CRA and not become something they are not.

Mayor O'Rourke asked they would incorporate live, work in the area. Mr. Crowder stated that it was important and their thoughts are evolving through this process. He described what they are considering, such as the architect in the area, financial feasibility, realist approaches, and acceptable or compatible.

The Board thanked Mr. Crowder for the presentation and looked forward to the next presentation scheduled for March 16, 2022.

EXECUTIVE DIRECTOR REPORT:

None

REQUEST FOR FUTURE AGENDA ITEMS:

None

BOARD MEMBERS COMMENTS:

Board Member Flaherty had no comments.

Board Member Linden had no comments.

Board Member Michaud had no comments.

Board Member Stark had no comments.

Vice-Chair Glas-Castro had no comments.

Chair O'Rourke had no comments.

ADJOURNMENT

There being no further business to come before the CRA Board and after a motion to adjourn by Vice-Chair Glas-Castro and seconded by Board Member Michaud, and by unanimous vote, the meeting adjourned at 6:43 p.m.

Chair, Michael O'Rourke

Agency Clerk, Vivian Mendez, MMC

Town Seal

Approved on this _____ of _____, 2022

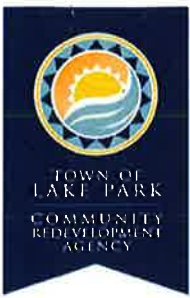


Exhibit "A"

**Special Call CRA
Agenda Request Form**

Meeting Date: February 16, 2022

Agenda Item No.

Agenda Title: Updates from Business Flare on the CRA Master Plan.

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

Approved by Executive Director: *John D'Agostino* Date: 2-7-22
John D'Agostino / CRA Executive Director

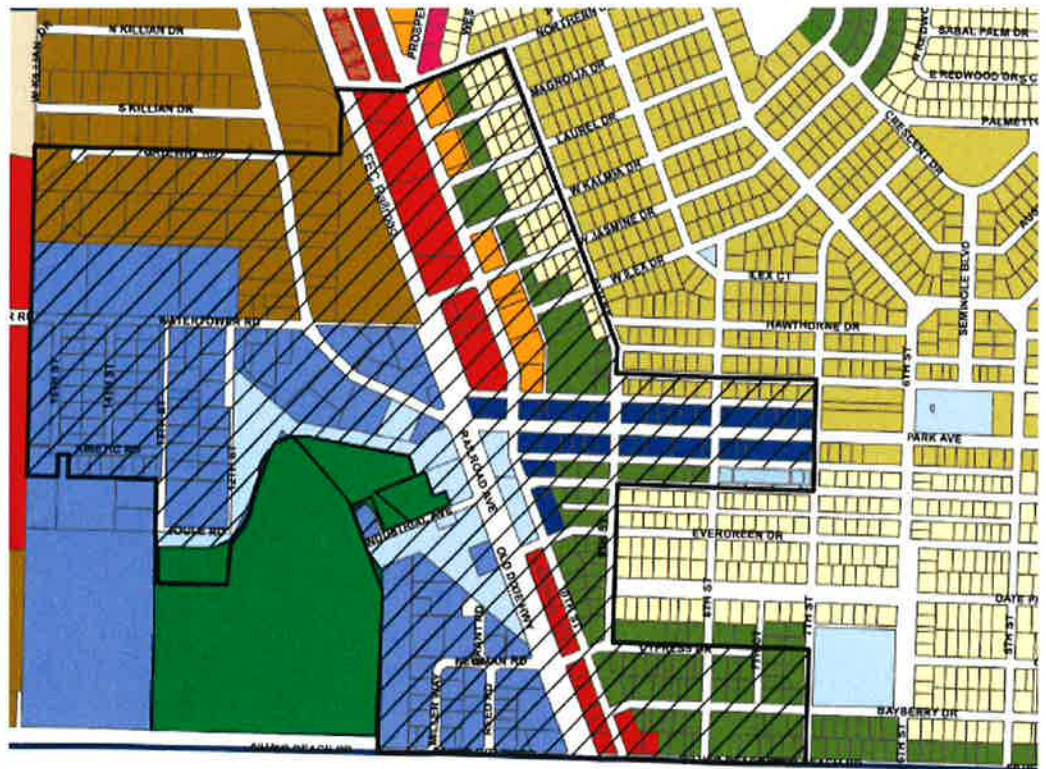
Nadia Di Tommaso / Community Development Director

<p>Originating Department:</p> <p style="text-align: center;">Community Development (with input from Business Flare)</p>	<p>Costs: \$ 85,000 / Legal Review Funding Source: CRA / Legal Acct. #110-520-34000 / #108 Lourdes Cariseo <input type="checkbox"/> Finance</p> <p><small>Digitally signed by Lourdes Cariseo DN: cn=Lourdes Cariseo, o=Town of Lake Park, ou=Finance Department, email=lcariseo@lakeparkfla.gov, c=US Date: 2022.02.04 15:30:57 -0500</small></p>	<p>Attachments:</p> <p>Powerpoint Presentation</p> <p><i>Business Flare will provide additional details at the actual meeting</i></p>
--	--	--

Summary

Explanation/Background:

The Town's existing Community Redevelopment Area (CRA) is identified in the map with the black boundary →



Business Flare is working on updating the CRA Master Plan for the Town pursuant to their contract approved by Resolution 74-12-21. Meetings with Department Heads to gather input and feedback have been held. A public workshop series was also held on January 29, 2022. This agenda item is being provided as an opportunity for Business Flare to review some of the observations they have gathered so far with the CRA Board; review the public input received; and provide an overview of what Business Flare believes the key goals and strategies for the plan ought to be based on the information and input gathered so far and their analysis of the CRA. The CRA Board is being given an opportunity to react to the information and ask questions as needed. Business Flare will also provide explanations on areas that require further exploration, such as the expansion of the CRA boundaries, possible land acquisition, and residential uses. This will facilitate with the draft plan that will then be presented pursuant to the following schedule of next steps:

Wednesday, March 16, 2022 (regular TC meeting night) – Special Call CRA Workshop to commence at 6pm (for review of draft that includes input from public workshop series and workshop of Feb. 16)

Monday, April 4, 2022 (regular P&Z/LPA meeting night) – Local Planning Agency at 6:30pm (action meeting on proposal or courtesy presentation – TBD depending on changes proposed by Business Flare)

Wednesday, April 20, 2022 (regular TC meeting night) – Special Call CRA Meeting to Adopt the Final Revised CRA Plan

Recommended Motion: For discussion.

Town of Lake Park, FL

Special Call CRA Workshop

February 16, 2022





Today's Agenda

1. Project Timeline
2. Existing Market Conditions
3. Public Input
4. Key Areas of Focus
5. Next Steps

Project Timeline

We Are Here

1.

Background and
Market Analysis

2.

Meetings and Public
Workshop

3.

Board Input & Draft
Plan

4.

Adoption

Opportunity Drivers

BUSINESS FLARE®
Investment Drivers™



Existing Conditions

- Limited land availability
- Land control
- High demand
- Entrepreneurship
- Market access



Existing Conditions

- Limited land availability
- Land control
- High demand
- Entrepreneurship
- Market access

LAKE PARK RESIDENT WORKFORCE EMPLOYMENT BY INDUSTRY



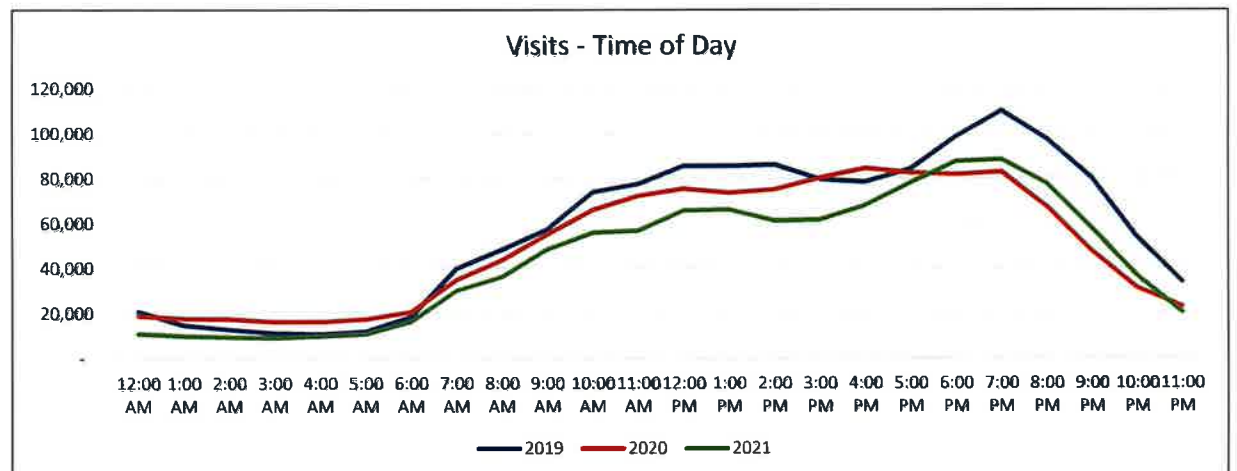
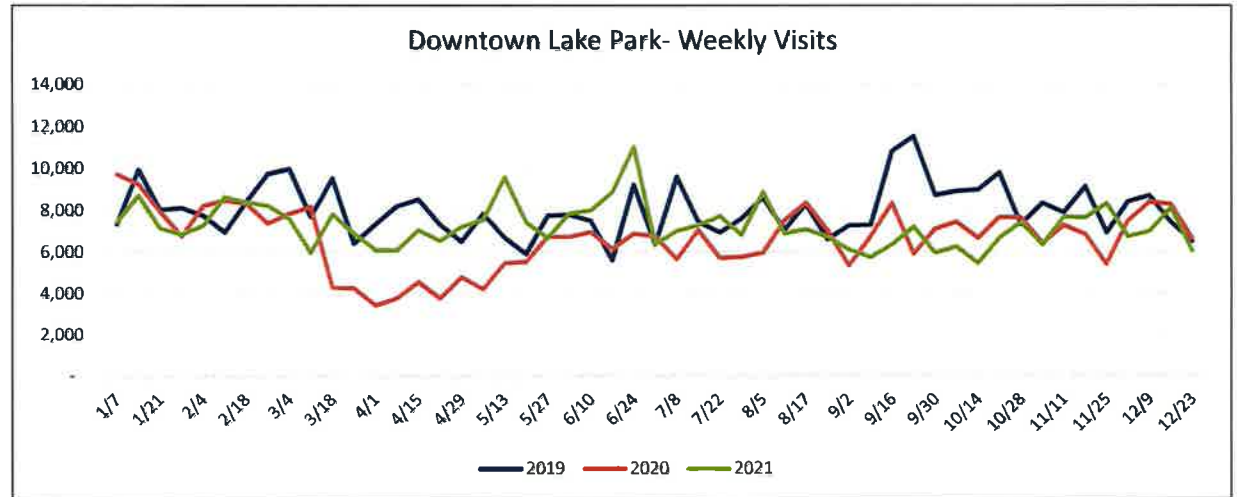
Existing Conditions

- Limited land availability
- Land control
- High demand
- Entrepreneurship
- Market access



Existing Conditions

- Limited land availability
- Land control
- High demand
- Entrepreneurship
- Market access



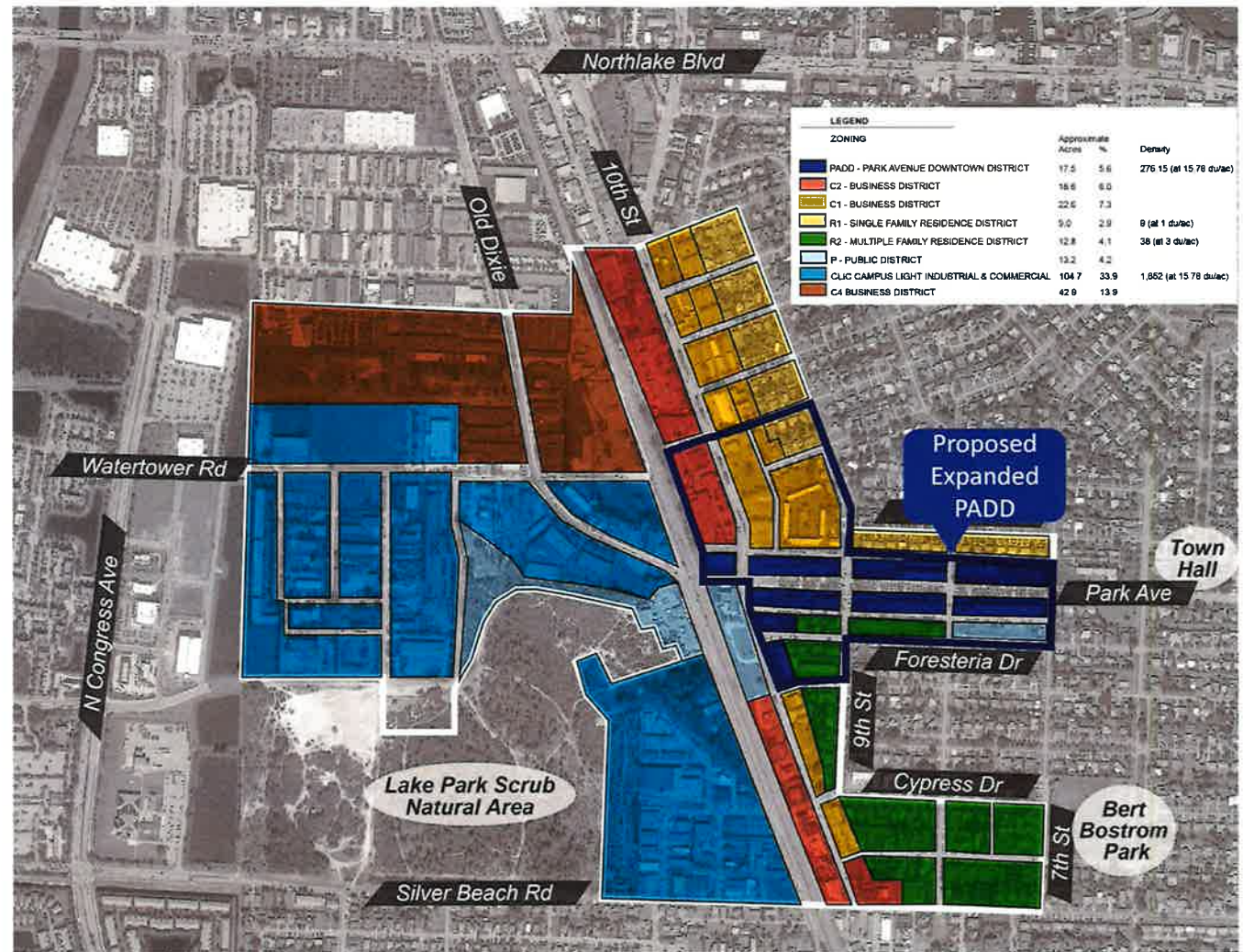
Existing Conditions

- Limited land availability
- Land control
- High demand
- Entrepreneurship
- Market access



Existing Conditions

- Limited land availability
- Land control
- High demand
- Entrepreneurship
- Market access



Private Capital Pipeline Projects

1. Dalfen Industrial
2. Dedicated IT on Park Avenue
3. NoBo Brewing Company
4. Oceana Coffee Project
5. Coston Marine
6. DXD Capital Self Storage

Not in CRA:

- Silver Beach Industrial Park
- Nautilus 220 (332 units)
- Northlake Promenade Apartments (250 units)
- 315 Federal Hwy (100 units)



Public Input

What we heard

- Aesthetics
- Gateways
- Quality of life
- Community pride
- More shopping
- Parking



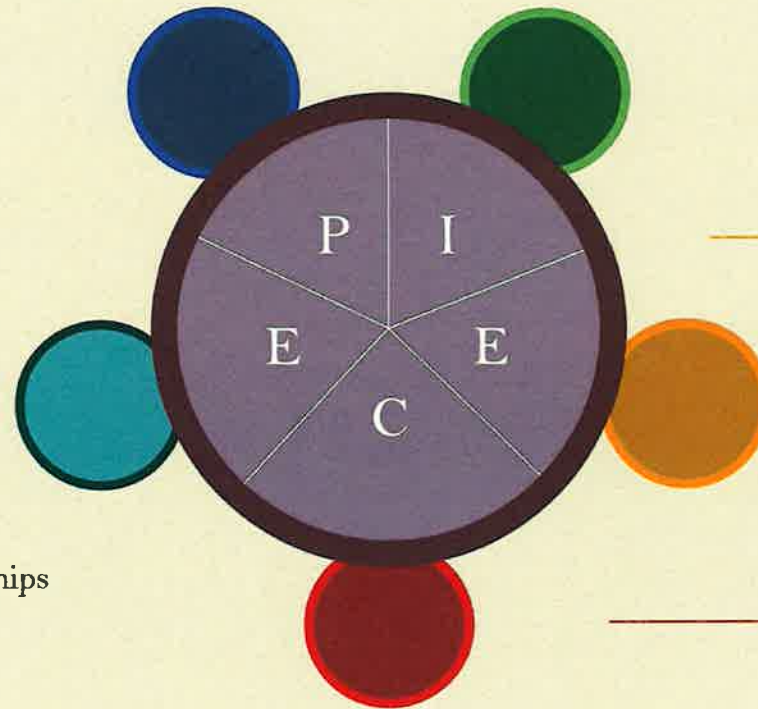
PIECE ANALYSIS™ OF LAKE PARK CRA

PRESERVE

Historical Charm
Historic Grid Pattern/ Layout
Landscape
Legacy Businesses
Railroad Connection

ENHANCE

Downtown Feel & Identity
A Reason to Come Here
The Experience
Park Ave by Night
Smaller Retail Spaces
Local Businesses Network/ Partnerships
Residential Offerings



INVEST

Creating a Destination
Public Events/ Farmer's Market
Main Street Programming
Commercial Facades
Marketing & Promotion of Town

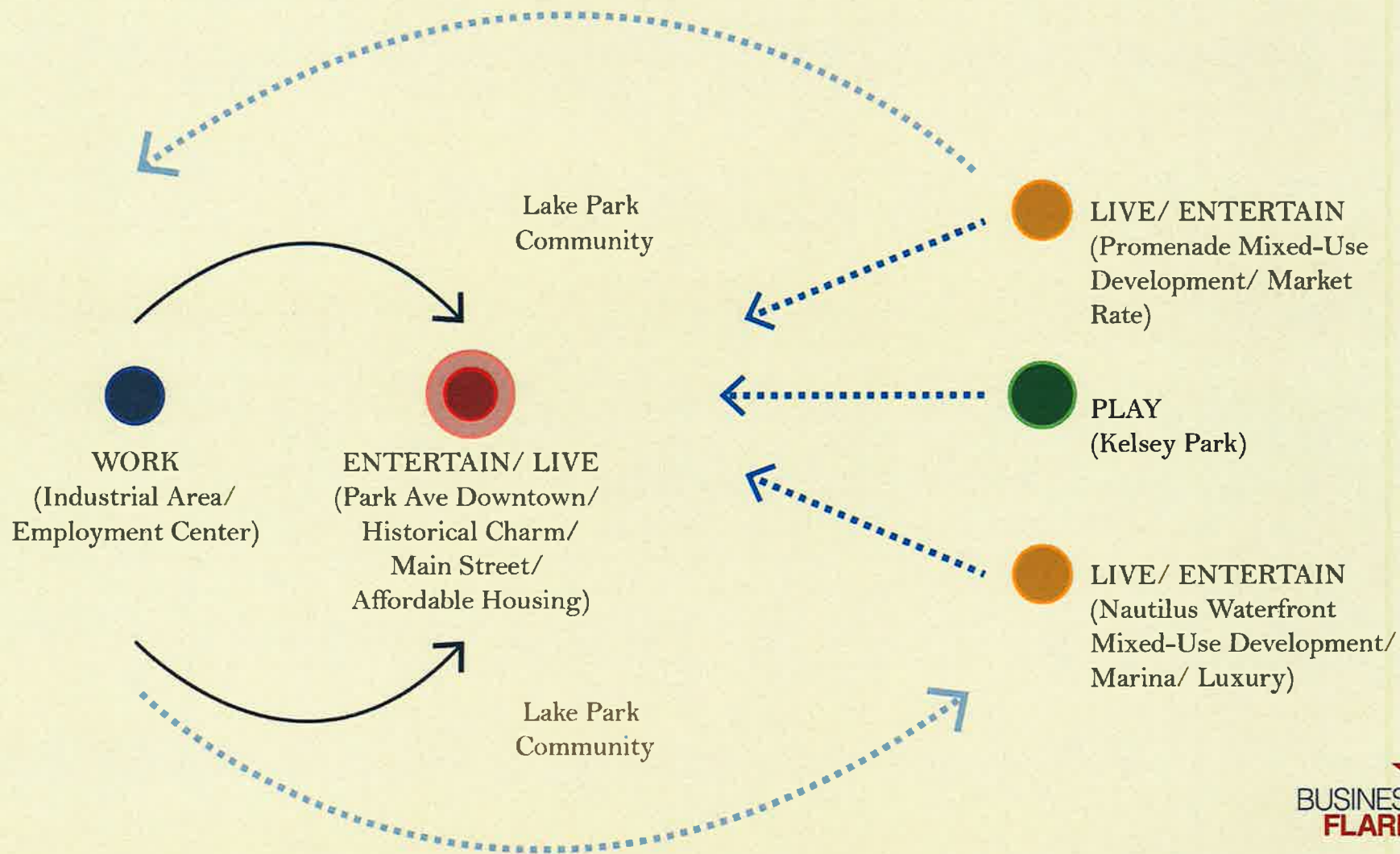
EXPOSE

Historic Downtown
Vibrant, Active, and Walkable
Planning History
Frederick Law Olmsted
Industrial Opportunity
Pleasant Place to Live

CAPITALIZE

Small Town Charm
Industrial Space
Accessibility

SUSTAINABILITY ANALYSIS OF LAKE PARK CRA



Key Areas of Focus

1. Downtown
2. 10th Street
3. Housing
4. Industrial Workforce

Topics

- Identity and brand.
- Aesthetics & gateways.
- Agility & testimonials.
- Champions network.
- Seamless connectivity.
- Grow market share.
- Creatives.
- Adaptive Reuse.
- Recreation and entertainment.
- Economic development.



Areas of Further Analysis

1. Land acquisition
2. Residential development
3. Justify CRA expansion
4. Public Private Partnerships
5. Adaptive Reuse
6. Connectivity



Next Steps

- Finalize Plan Draft
- Present Draft Plan to CRA Board (March 16)
- Present Plan to P&Z Board (April 4)
- Adoption of Final Plan by Town Commission (April 20)

Thank You

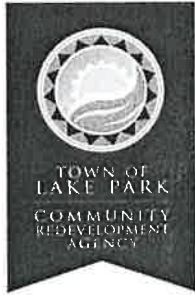
Q&A



**BUSINESS
FLARE®**

New Business

TAB 2



CRA
Agenda Request Form

Meeting Date: March 2, 2022

Agenda Item No. _____

Agenda Title: Executive Director's Annual Report

- | | | | |
|--------------------------|------------------------------|-------------------------------------|----------------|
| <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:  Date: 2-16-22

John O. D'Agostino, Executive Director

Name/Title

Originating Department:	Costs: \$	Attachments: <ul style="list-style-type: none">• CRA Annual Report 2020-2021
	Funding Source:	
	Acct. #	
	<input type="checkbox"/> Finance _____	

Summary Explanation/Background: Each year the CRA Board of Directors received the Annual Report of the prior Fiscal Year activities of the community Redevelopment Agency from the Executive Director. Attached is the Annual Report for Fiscal Year 2020-2021. As you will realize, this past fiscal year for the CRA completed some important projects provided incentives to a few businesses and continues to market the CRA businesses and the theme of Love, Lead, Live Lake Park CRA.

Recommended Motion: Motion to accept the Annual Report of the Community Development Agency for Fiscal Year 2020-2021 and to instruct the Executive Director to forward the same to the Town Commission. Furthermore, the Community Development Agency will file said report with Palm Beach County.

ANNUAL REPORT

FISCAL YEAR 2020/2021



TOWN OF
LAKE PARK

COMMUNITY
REDEVELOPMENT
AGENCY



THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA

ANNUAL REPORT FOR THE FISCAL YEAR 2020-2021

The Town of Lake Park (the Town), formerly known as Kelsey City, has a rich and diverse cultural history dating back nearly a century. The Olmstead Brothers (renowned landscape architects and creators of such noteworthy projects as the National Mall and New York's Central Park) laid out the incorporated Kelsey City in 1923. The Town is one of the earliest master-planned communities in South Florida and continues to retain its original characteristics. In 1919, founder Harry Seymour Kelsey purchased 100,000 acres approximately 17 miles between Jupiter and Riviera Beach. Kelsey chose the scrub ridge for the site of Kelsey City (later renamed Lake Park). The Town maintains much of its original charm while simultaneously embracing the present and planning for the future.

CREATION OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY:

In 1996, the Town of Lake Park Community Redevelopment Agency (CRA) was created by a vote of both the Town Commission and the Palm Beach County Board of County Commissioners. Its purpose was, and remains, to restore and maintain a sense of place and community through the revitalization of the physical and economic environment throughout designated areas. The 1996 CRA board presented a plan that served as the framework for programming redevelopment activities and implementing specific projects designed to leverage public interest and private investment required for revitalization. Redevelopment is one of the best ways to instill new life into areas adversely impacted by social, physical, environmental or economic conditions. The targeted area receives focused attention and financial investment to reverse the negative trends caused by slum and blight. The CRA creates jobs, restores a business climate, rehabilitates, and increases business and housing opportunities for low- and moderate-income residents and families. The "Business Before Breakfast" group, which meets every Tuesday morning at 8:30 at the Brewhouse Gallery, is an excellent example of active participation and investment by residents, businesses, and organizations that likely would not otherwise occur.

The figure below illustrates the current boundary of the Lake Park CRA compared to the municipal boundaries of the Town.



The Town of Lake Park CRA remains committed to fostering ongoing development and sustainable growth. The purpose of this CRA Annual Report is to provide the reader updated information regarding existing priorities and to highlight initiatives the Executive Director has pursued during Fiscal Year 2020-2021, as well as plans for future growth and development.

RECENT GROWTH AND DEVELOPMENT:

Dedicated IT:

In FY 2019-2020, Dedicated IT received \$1.8 million in financing from Flagler Bank. The value of the 754 Park Avenue property, which will house the company when construction is complete, is close to \$2.4 million. The CRA, in partnership with the Town, guaranteed the loan for 24 months. The loan guarantee provided the impetus for the redevelopment of 754 Park Avenue. Dedicated IT has experienced unprecedented growth, employing close to 100 global employees, with 30 in rented space in the 700 block of Park Avenue. When corporate offices open, we can expect upwards of 65 employees working on-site. The average starting salary is between \$60,000 and \$70,000 per year.

The Executive Director is concerned with the amount of time it has taken to complete the construction of the building. There have been construction delays, COVID-related delays and now material availability delays that have extended the construction schedule. The Board of Directors, at the recommendation of the Executive Director, entered into a contract with Dedicated IT and the lending institution to underwrite the first two years of the bank loan. The loan timeline expired on January 31, 2022; however, the property owner received a six-month extension to July 31, 2022. The Executive Director is working with Florida Power and Light to move the existing utility poles across the alleyway to allow

for construction to resume. The contractor needs an additional three to possibly four months to complete the work.

When completed, Dedicated IT will become an important economic partner with the CRA as the anchor to the vision of live, work and recreate in the CRA's Park Avenue Downtown District (PADD). The essential ingredient in the live and work campaign is business and housing development in the PADD. Additional residential, mixed-use units with an increase in density will bring more of the live and recreate options to the forefront of the CRA development campaign. With an increase in density, structured parking may be required in the PADD area. To allow for additional residential units, the PADD has undergone Comprehensive Plan Amendments that allow for increased density, and is currently undergoing modifications to the Land Development Regulations to allow for more intensity (i.e. higher buildings) so that the increased density is feasible, along with an expanded area for the PADD so that additional land area is available to support downtown development. The success of the PADD requires businesses such as Dedicated IT and others to provide jobs and the Town to approve Land Development Regulations that promote the increases in in heights and in density within a mixed-use environment.

The Community Development Department is working on the Land Development Regulations referenced above, for the Planning & Zoning Board and Town Commission to consider. The 2010 master plan articulates mixed-use development with a design form that promotes zero lot lines, similar to the One Park Place (801 Park Avenue) property. One Park Place has 20 residential units, and is fully occupied; the ground floor commercial space remains vacant. Since Phase 2 of One Park Place never moved forward, any future development (either new construction or a buildout of the existing commercial shell space) will require the developer to construct additional alleyway parking to accommodate the additional uses.

Contingent on market demand, micro-units in the PADD will support restaurants, cafes, shops, and specialty boutique stores in an effort to also fill vacant retail space within the PADD section of the CRA.

Microbreweries:

A total of two microbreweries are open and one is under construction. The two breweries that are currently open are Kelsey City Brewery (PADD) and Coastal Karma (along 10th Street, within the future PADD expansion area). Two years ago, the Town Commission passed an ordinance that facilitated various types of breweries in the PADD initially and then within the neighboring Commercial-2 (C-2) area, as well, to provide additional synergy within the CRA. The brewery currently under construction is NOBO Brewery, which is located along Park Avenue in the PADD.

The onset of COVID-19 created significant hurdles for the food and beverage industry in Lake Park and within the CRA district. In response to the COVID restrictions, the Town Commission continued outdoor seating to extend the food and beverage industry's footprint to allow outdoor seating. The Commission permitted outdoor seating for three businesses, two within the CRA and one outside the CRA. The outdoor seating arrangement provided a lifeline for these businesses to continue to operate under stringent COVID indoor seating restrictions imposed at the county level.

The buzzword in 2020 for the microbrewery industry was "pivot." Small brewers survived the worst of the pandemic by "pivoting" to more to-go and packaged sales. The Executive Director is awaiting further data to understand more fully what occurred over the past 20 months and how our two microbreweries survived the pandemic. He believes innovation paved the way for each microbrewery to attract customers inside and outside their respective establishments

Microbreweries will provide longstanding synergy pairing with existing and new food establishments along the PADD, and the development of housing units in the downtown district will provide much-needed traffic to downtown businesses.

Millenials:

The CRA continues to attract millennials to the downtown area. The eclectic feel of downtown businesses, the presence of unique art and retail shops in the PADD, along with a newly reopened restaurant, Locale GastroPub, will serve to attract people to the 700 block of Park Avenue. The increase in the number of microbreweries in the PADD, the need to develop micro-units along Park Avenue, open-air cafes, restaurants with unique food offerings, and Oceana Coffee's roasting house/food and beverage facility (which also incorporates a commercial kitchen for catering businesses) on 10th Street will complement the CRA's overall objective. Combining the above with what already exists in the PADD will only add to the millennial attraction. The performing arts venues will also have a positive economic impact on the PADD/CRA area.

Coffee Roasters:

Oceana Coffee has purchased 1301 10th Street. The parcel is located on the southeast corner of 10th Street and Northern Drive, along the CRA's northern boundary (see the enclosed CRA boundary map). The owners are scheduled to receive their building permit in March or April of 2022.

The addition of a coffee roaster in Lake Park is expected to have a significant impact on the CRA based on original research commissioned by The National Coffee Association, which identified the following information:

- Overall coffee consumption is up by 5% across the nation since 2015.
- 7 in 10 Americans drink coffee every week; 62% drink coffee every day.
- The average American coffee drinker drinks just over 3 cups per day.

Americans drink coffee throughout the day and are looking for convenient, on-the-go options

- ✓ Nine out of 10 older coffee drinkers consume a cup at breakfast, compared to seven out of 10 18- to 24-year-olds; however, young people are almost twice as likely to consume a coffee beverage at lunchtime as someone over 60.
- ✓ Popularity of single-cup brewing machines has soared by nearly 50% in the last five years. Americans are 24% less likely than in 2015 to prepare their coffee in a traditional drip coffee maker.
- ✓ Almost half (48%) of daily coffee drinkers who buy their coffee at a quick-service restaurant, cafe, donut shop or convenience store do so through a drive-through. One quarter of people who have ordered a coffee outside the home in the past week have used an app to do so.

Americans are choosing premium beans and espresso-based beverages over traditional coffee

- ✓ 60% of coffee served in the United States is “gourmet” (brewed from premium beans).
- ✓ Coffee drinkers are flocking to espresso-based beverages, with consumption of cappuccinos, lattes, and flat whites up by a staggering 50 from 2015 to 2020, driven in part by strong popularity with 25- to 39-year-olds.
- ✓ Cold brew and nitro coffees were virtually unknown in 2015, but now one in five Americans under age 40 consumes at least one every single week.
- ✓ Consumption of traditional coffee has declined by 10%, though coffee drinkers over 60 are twice as likely to consume traditional coffee as 18- to 24-year-olds.

Coffee choices reflect Americans’ regional, cultural, and generational preferences

- ✓ Coffee consumption increases with age, but Americans under 40 increased coffee consumption 40% since 2015.
- ✓ Medium roast is, overall, America’s favorite. Southerners are 25% more likely to order frozen blended coffee than Northeasterners.
- ✓ Espresso-based beverages are most popular with Hispanic-American coffee drinkers, and lattes are most popular with Asian-Americans.
- ✓ Some beverages may be trendy on social media but haven’t yet reached big numbers in general consumption. Flat whites, for example, are still only a distant ninth place for Americans across the board; they are most popular with Hispanic-Americans and millennial coffee drinkers.
- ✓ More than half of coffee drinkers (53%) want to buy coffee that is certified good for the environment and good for coffee farmers and communities.

Given Oceana Coffee's presence in the CRA, and the information provided above, the company will bring a significant amount of traffic to the CRA. The challenge for the CRA is linking up the traffic generated by Oceana Coffee to the businesses located in the PADD from the north end of 10th Street down to Park Avenue.

The Arts/Strategic Marketing:

The arts play a significant role in the CRA's future development plans. As a result of the marketing study performed by the Treasure Coast Regional Planning Council (TCRPC), subsequent marketing strategies recommended by TCRPC to the CRA resulted in the CRA Board of Directors renewing the Strategic Marketing contract for the CRA. The Strategic Marketing campaign continues with the vibrant, engaging ***Live, Love, Lead Lake Park*** campaign, which touches on the vibrant image of the CRA. The Live Lake Park campaign highlights the role of the arts including arts culture and live entertainment.

Black Box Theater:

The Lake Park Black Box @ The Kelsey Theater, located in the 700 block of Park Avenue, is the second location for this company (the first is in Boca Raton). The quality of performances in Lake Park has greatly improved. The owner has extensive contacts in the entertainment world and many quality performances have taken place in Lake Park.

The Lake Park Black Box Theater plays an important role in live performance attractions to the PADD. Under the umbrella of Love Lake Park, microbreweries and restaurants will complement the live entertainment draw from the Black Box Theater.

Brooklyn Cupcakes:

Brooklyn Cupcakes is an all-woman minority-ownership company. The owners will maintain their signature location consisting of a 500-square-foot business in Brooklyn, New York, as well as their thriving mail-order business in partnership with Goldbelly, and are currently working with their consultants to finalize plans to open a cupcake business at 796 10th Street, near the Costal Karma Brewery location. The site needs a restaurant and eatery to complement the brewery location. It will be the first and only Brooklyn Cupcakes location south of New York.

Future Focus:

The 2010 CRA Master Plan will be updated in 2022. The CRA's focus is to initiate an update to the Master Plan that may include expanding the CRA boundaries. The possible future focus of the CRA may be toward the rehabilitation of existing CRA neighborhoods and the eradication of existing blighted housing conditions throughout the CRA area. The CRA Master Plan may also include other areas of the Town. While there is little interest

in developing those parcels in their existing state, with parking in the front, increasing density is one way to provide developer incentives to move properties from the rear to the front of Park Avenue. Parcel owners may be inclined to consider redevelopment under the new CRA Master Plan. Either way, density will play a role in investors creating a scenario in which they either move building properties to the front of parcels or take existing empty lots along 10th Street and create higher-density projects. Building density in the PADD corridor increases the incentive to create live-work-recreate opportunities in the CRA PADD.

Parcel acquisition is an option for the CRA Board of Directors to consider, since the CRA controls only one parcel in the CRA.

Parcel Assembly:

Staff continues to work with a group of owners to assemble parcels into one significant mixed-use development on the corner of Park Avenue and 10th Street. The availability of funding and the CRA's ability to borrow to acquire critical parcels along Park Avenue will facilitate investment and development in conjunction with CRA incentives. The parcels in question are Barbie's Place restaurant (935 Foresteria), the Sorota property (940 Park Avenue), the old Rosita's Meat Market (936 Park Avenue), and the Jamaican restaurant/barber shop parcel (924 Park Avenue). The Executive Director expects the properties to be assembled and sold soon, given the advancements to the increased density and the upcoming land development regulations modifications to allow more intensity.

CRA Incentives (Awarded by the Board of Directors):

June 16, 2021: \$25,000 to 700 Park Avenue Holdings LLC for permanent exterior improvements to provide outdoor seating options to patrons.

October 21, 2021: \$5,000 to D&J Laundromat for interior mechanical air conditioning installations to improve business operations.

CRA Parking Lot:

The CRA completed the long-awaited parking lot in the back of the 700 block of Park Avenue. Funding for the parking lot came from the one-cent sales tax. The cost of construction was \$724,580, which was less than the estimated budget of \$780,000. The parking lot, which was a design-build surface parking lot, was 12 years in the making and was part of the 2010 CRA Master Plan for expanded parking in the CRA.

Joshua's Deli:

The Lord's Place recently opened Joshua's Deli for lunch along Park Avenue. The eatery serves specialty soups and sandwiches and provides high-quality foods at a reasonable price point while providing valuable instruction in the culinary arts in order to help formerly homeless individuals develop marketable employment skills.

Industrial Area Developments (adding the 'work' element to the CRA):

Clean Sweep (810 Watertower Road) previously received development order approval for its 12,353-square-foot office/warehouse with an outdoor trucking yard. It submitted its master permit for new construction in January 2022. Construction value is \$2,123,646.

DXD Capital (four-story, 99,990-square-foot self-storage facility on Watertower between 13th and 14th Streets) almost completed its site plan review phase and will move forward to the Planning & Zoning Board and Town Commission for development order approval.

Dalfen Industrial, along the north side of Watertower and within the entire brownfield site area along the west side of Old Dixie Highway, is proposing 184,758 square feet of office/warehouse and trailer parking along with a full clean-up of the site. The project is currently in site plan review.

Coston Marine (1400 Watertower Road), a new 6,316-square-foot office/warehouse building along Watertower Road between 14th and 15th Streets has been completed.

Appendices

Appendix A

CRA BUSINESS APPLICATION COMPLETION LIST
October 1, 2020, through September 30, 2021:

Appendix B

THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK
FLORIDA UNAUDITED FINANCIAL STATEMENT 2020-2021

Appendix C

THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK
FLORIDA OPERATING BUDGET FOR FY 2020-2021

Appendix D

THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK
FLORIDA BOARD OF AGENCY MEETING AGENDAS AND MINUTES FROM
OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021.

- Note: The first meeting of the fiscal year for the CRA Board of Directors occurred on October 21, 2020.

APPENDICES

A - D

APPENDIX A**CRA BUSINESS COMPLETION LIST: October 1, 2020 through September 30, 2021**

Business Name and Location (if different from mailing address)	Business Owner Contact Info & Mailing Address	Type of Business	Reason for BTR	Email Address	# of New Employees
Abundant Living Chiropractic	Dr. Stacy-Ann Smith 561-233-3340 705 Park Avenue Suite B	Chiropractor	New Business	<u>abundantchiropractic@gmail.com</u>	2
Appliances 4 Less	Wei Cao 561-366-7698 1263 10th Street	Retail Appliance Store	New Business	<u>A5617297238@gmail.com</u>	3
Aspen Behavioral Health 525 10th Street STEs 501, 503, and 507	Ari Lind 717-826-4924 525 10th Street	Substance Abuse Treatment Facility	Ownership Transfer	<u>ari@aspenbehavioralhealth.com</u>	10
Aspen Behavioral Health 359 10th Street	Ari Lind 717-826-4924 525 10th Street	Professional Office	Ownership Transfer	<u>ari@aspenbehavioralhealth.com</u>	0
ESS Productions LLC	Eugene Stachunski 404-844-6939 1200 Old Dixie Highway Unit 7	Sound Consultant	New Business	<u>genoallthetime@gmail.com</u>	1
Exzakt Performance 801 15th Street Unit 3	Robert Knowles 800-428-0518 9727 Gardenia Drive, Palm Beach Gardens FL 33410	Auto Restoration	New Business	<u>Knowles1@msn.com</u>	2
Flight Bungee Fitness Palm Beach LLC 501 10th Street Ste. 521-523	Tanya Franklin 561-324-9772 1601 West 32nd Street Riviera Beach, FL, 33404	Fitness/Dance Studio	New Business	<u>info@flightbungeepb.com</u>	2
Florida Auto and Boat Works LLC	John Riedel 561-255-5684 116 Miller Way, Unit 8	Mobile Boat Repair	New Business	<u>Flautoandboats@gmail.com</u>	1

CRA BUSINESS COMPLETION LIST: October 1, 2020 through September 30, 2021

French Financial Services	Steve and Scott French 561-845-6100 1125 Old Dixie Highway STE 2	Financial Insurance Office	New Business	<u>FrenchFinancialServices@gmail.com</u>	2
Heart of God Missions International	Charmaine Pitter 561-512-6998 910 10th Street #10	Non-Profit Thrift Store	Location Transfer	<u>charmainejff@yahoo.com</u>	2
Heart of God Missions Thrift and Charity	Charmaine Pitter 561-512-6998 910 10th Street Unit D	Non-profit	Location Transfer	<u>charmainejff@yahoo.com</u>	0
Helping Others Move Easy	Rita Gonzalez 786-231-8722 905 Laurel Drive	Moving Company	New Home Business	<u>rita@homemd.org</u>	2
Joe Hanley's Tree Trimming 825 13th Street	Fleming J. Hanley III 561-842-4189 637 Flotilla Lane, North Palm Beach, FL 33408	Landscaping Service	Location Transfer	<u>Jhtree1@att.net</u>	3
Lake Park Auto + Fleet Repair	Bruce T. Jacobs + Robert Jicha 561-840-9918 1101 Old Dixie Highway	Auto Repair	New Business	<u>LakeParkRepair@gmail.com</u>	5
Lake Park Podiatry	Henry Stark 561-371-1234 701 Park Avenue	Podiatrist	New Business	<u>lakeparkpodiatry@gmail.com</u>	5
Lanati LLC	Gado G Dutreuil 561-229-7295 941 Park Avenue	Screen Printing	New Business	<u>lanaticollection@gmail.com</u>	2
Leading Plumbing Services, LLC	Nerric Jolteus 561-506-6159 816 Greenbriar Drive	Plumber	Name Change	<u>nerricjol@yahoo.com</u>	1
Mark Anthony Construction	Mark Murdocco 561 429 4218 1194 Old Dixie Highway STE 201	Construction Company	New Business	<u>sade@markanthonyconstfl.com</u>	7

CRA BUSINESS COMPLETION LIST: October 1, 2020 through September 30, 2021

Martindale Sofa and Fine Furniture Inc	Vilma Montano and Jaime Martinez 561-845-7085 836 Park Avenue	Upholstery Service	Location Transfer	<u>JR1871456@gmail.com</u>	1
New Car Trade Ins LLC	James Geiger 561-662-9595 1194 Old Dixie Highway STE 17	New Car Trade-Ins	New Business	<u>JIMGEIGER@PDIUSVLC.OM</u>	1
NMF Medical Corp. 511 10th Street	Edward W. Pearson, MD 888-561-4325 8551 SE Driftwood St, Hobe Sound, FL 33455.	Medical Office	New Business	<u>support@newmedicinefoundation.org</u>	6
Palm Beach Regency 850 Old Dixie Highway, Lake Park FL. 33403.	Korine Belock 646-942-8676 320 Dyer Road, West Palm Beach, FL. 33405	Vintage Furniture Sales	New Business	<u>k kb@palmbeachregency.com</u>	2
PDR 360 Paintless Dent Repair	Juan Bacchetta 561-701-3318 802 Old Dixie Highway	Dent Repair and Detailing	New Business	<u>360PDR@gmail.com</u>	2
Signarama North Palm Beach	Triumph Marketing INC 561-845-7339 802 Old Dixie Highway STE 3	Sign Vendor	Location Transfer	<u>lisa@sar-npb.com</u>	1
Wolverine Roofing	Cheryl Wikel 561-719-2653 1300 Old Dixie Highway Suite 101/102	Roofing Contractor	New Business	<u>dave@wolverineroofers.com</u>	10
Total					73

**TOWN OF LAKE PARK
COMMUNITY REDEVELOPMENT AGENCY**

Balance Sheet*
As of September 30, 2021

Statement of Revenues, Expenditures
and changes in Fund Balance*
For the Year Ending September 30, 2021

Assets

Cash & Equivalents	\$	884,328
Accounts Receivable	\$	-
Notes Receivable	\$	-
Prepaid Expense	\$	-
Due from other funds		-
Total Assets	\$	884,328

Liabilities

Accounts Payable	\$	45,066
Accrued Payroll		-
Due to other funds		(121,332)
Total Liabilities	\$	(76,266)

Fund Balance

Restricted	\$	48,090
Unrestricted		912,504
Total Fund Balance	\$	960,594

Total Liabilities & Fund Balance	\$	884,328
-------------------------------------	----	---------

Revenue

Taxes	\$	476,859
Intergovernmental		878,598
Investment Earnings		
Other		-
Total Revenue	\$	1,355,457

Expenses

Personnel Services	\$	-
Operating Expenses		750,621
Grants		81,062
Capital Expenses		232,891
Debt Service		168,866
Total Expenses	\$	1,233,440

Net change in Fund Balance	\$	122,017
-----------------------------------	-----------	----------------

Fund Balance, beginning	\$	480,327
Fund Balance, ending	\$	602,344

* Unaudited

Note	
Fund Balance improved by:	\$ 122,017

Town of Lake Park

Community Redevelopment Agency
Budget Vs Actual

100.00 % Yr Complete For Fiscal Year: 2021 / 9

Description	G/L Acct Number	ADOPTED BUDGET	BUDGET ADJUSTMENT	REVISED BUDGET	Actual To Date	Outstand. Encumbr.	%	NET AVAILABLE	
REVENUES									
Ad Valorem Taxes - County	110-311.115	473,069	0	473,069	476,859.00	0.00	101%	3,790.00-	
Transfer from General Fund	110-381.001	871,192	0	871,192	878,598.00	0.00	101%	7,406.00-	

TOTAL OF C.R.A. REVENUES		1,344,261	0	1,344,261	1,355,457.00	0.00	101%	11,196.00-	
=====									
EXPENSES									

Total Personal Services		0	0	0	0.00	0.00	0%	0.00	
Professional Services	110-55-552-520-31000	50,000	0	50,000	47,997.61	26,125.00	148%	24,122.61-	
Professional Svc - Town Attor	110-55-552-520-31100	3,500	0	3,500	5,800.00	0.00	166%	2,300.00-	
Contractual Services	110-55-552-520-34000	102,850	0	102,850	97,163.05	990.00	95%	4,696.95	
Contract PBC Sheriff	110-55-552-520-34010	133,680	0	133,680	131,175.00	0.00	98%	2,505.00	
Travel & Training	110-55-552-520-40000	8,250	0	8,250	1,092.18	0.00	13%	7,157.82	
Postage & Shipping	110-55-552-520-41200	182	0	182	727.26	0.00	400%	545.26-	
Utilities	110-55-552-520-43000	12,000	0	12,000	17,639.00	0.00	147%	5,639.00-	
Equipment Rentals	110-55-552-520-44100	1,500	0	1,500	1,178.05	0.00	79%	321.95	
Insurance	110-55-552-520-45000	10,000	0	10,000	5,568.00	0.00	56%	4,432.00	
Repair and Maintenance	110-55-552-520-46000	4,000	0	4,000	1,489.30	0.00	37%	2,510.70	
Printing	110-55-552-520-47000	100	0	100	0.00	0.00	0%	100.00	
Advertising	110-55-552-520-48100	2,000	0	2,000	0.00	0.00	0%	2,000.00	
Office Supplies	110-55-552-520-48101	250	0	250	0.00	0.00	0%	250.00	
OPERATING EXPENSES	110-55-552-520-48102	0	0	0	475.00	0.00	0%	475.00-	
Operating Expenses	110-55-552-520-52000	3,000	6,712	9,712	9,844.30	0.00	101%	132.30-	
Memberships, Dues, & Subscrip	110-55-552-520-54200	1,045	0	1,045	1,134.52	0.00	109%	89.52-	

Total Operating		332,357	6,712	339,069	321,283.27	27,115.00	103%	9,329.27-	

Total Depreciation		0	0	0	0.00	0.00	0%	0.00	

Town of Lake Park

Community Redevelopment Agency

Budget Vs Actual

100.00 % Yr Complete For Fiscal Year: 2021 / 9

Description	G/L Acct Number	ADOPTED BUDGET	BUDGET ADJUSTMENT	REVISED BUDGET	Actual To Date	Outstand. Encumbr.	%	NET AVAILABLE	
Buildings	110-55-552-520-62900	0	0	0	232,891.40	0.00	0%	232,891.40-	

Total Capital Outlay		0	0	0	232,891.40	0.00	0%	232,891.40-	

Total Debt Service		0	0	0	0.00	0.00	0%	0.00	

Grant - Business Development	110-55-552-520-82111	125,000	6,712-	118,288	59,062.86	0.00	50%	59,225.14	
Grants and Incentives	110-55-552-520-82118	62,500	0	62,500	22,000.00	0.00	35%	40,500.00	
Revolving Loan Program	110-55-552-520-82200	134,881	0	134,881	0.00	0.00	0%	134,881.00	

Total Grants & Aids		322,381	6,712-	315,669	81,062.86	0.00	26%	234,606.14	

Transfer to Gen Fund - ILA 20	110-55-552-520-91010	168,866	0	168,866	168,866.04	0.00	100%	0.04-	
Transfer to Gen Fund - ILA 20	110-55-552-520-91030	91,320	0	91,320	0.00	0.00	0%	91,320.00	
Indirect Cost Allocation	110-55-552-520-99110	429,337	0	429,337	429,336.96	0.00	100%	0.04	

Total Other		689,523	0	689,523	598,203.00	0.00	87%	91,320.00	

Total Co-op Operating Exp		0	0	0	0.00	0.00	0%	0.00	

Total Co-op Cap Outlay		0	0	0	0.00	0.00	0%	0.00	

Total Co-op Debt Service		0	0	0	0.00	0.00	0%	0.00	

Total Other		0	0	0	0.00	0.00	0%	0.00	

Town of Lake Park

Community Redevelopment Agency
Budget Vs Actual

100.00 % Yr Complete For Fiscal Year: 2021 / 9

Description	G/L Acct Number	ADOPTED BUDGET	BUDGET ADJUSTMENT	REVISED BUDGET	Actual To Date	Outstand. Encumbr.	%	NET AVAILABLE	
-------------	-----------------	-------------------	----------------------	-------------------	-------------------	-----------------------	---	------------------	--

TOTAL OF C.R.A. EXPENSES

		1,344,261	0	1,344,261	1,233,440.53	27,115.00	94%	83,705.47	
=====									



AGENDA SPECIAL CALL

**Community Redevelopment Agency Board Meeting
Wednesday, October 21, 2020, 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
Christiane Francois	—	Board Member
John Linden	—	Board Member
Roger Michaud	—	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 PRESENTATION/REPORT:

None

D. CONSENT AGENDA:

1. September 2, 2020 Special Call Community Redevelopment Agency Meeting Minutes.

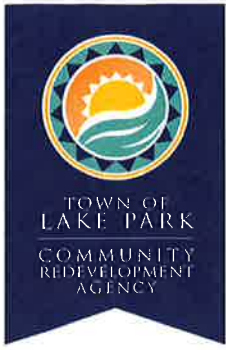
Tab 1

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:**
 - 2. **The Community Redevelopment Agency Board Recommending the Town Commission to Approve CRA Parking Lot Project 107-2020.** **Tab**
 - 3. **Resolution 72-10-20 Authorizing and Directing the Chairman to Sign a Grant Agreement with D and J Laundromat and Dry Cleaning Services, LLC** **Tab**
- G. **BOARD MEMBER COMMENTS**
- H. **REQUEST FOR FUTURE AGENDA ITEMS:**
- I. **ADJOURNMENT**

The next scheduled Community Redevelopment Agency Board Meeting will be conducted on December 2, 2020.



Minutes
Town of Lake Park, Florida
Special Call
Community Redevelopment Agency
Board Meeting
Wednesday, October 21, 2020, 6:30 p.m.
Town Hall Commission Chamber, 535 Park Avenue
Lake Park, Florida 33403

The Community Redevelopment Agency (CRA) Board met for a Special Call Community Redevelopment Agency Board Meeting on Wednesday, October 21, 2020 at 6:30 p.m. Present were Chair Michael O’Rourke, Vice-Chair Kimberly Glas-Castro, Board Members Erin Flaherty, John Linden, and Roger Michaud, who arrived at 6:33 p.m. Executive Director John D’Agostino, Agency Attorney Thomas Baird, and Agency Clerk Vivian Mendez. Board Member Christine Francois was absent

Agency Clerk Mendez performed the roll call and Acting Library Director Judith Cooper led the pledge of allegiance.

CONSENT AGENDA:

1. September 2, 2020 Special Call Community Redevelopment Agency Board Meeting Minutes.

Motion: Vice-Chair Glas-Castro moved to approve the Consent Agenda; Board Member Flaherty seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

Public Comment:

None

NEW BUSINESS:

2. The Community Redevelopment Agency Board Recommending the Town Commission to Approve CRA Parking Lot Project 107-2020.

Executive Director D’Agostino provided a summary explanation of the item.

Motion: Board Member Linden moved to approve the recommendation to the Board of Commissioners to adopt the CRA Parking Lot Project No. 107-2020; Board Member Michaud seconded the motion.

Vice-Chair Glas-Castro requested clarification of the funding source. Executive Director D’Agostino explained that the Town of Lake Park would fund the project utilizing the One-cent Sales Tax. Board Member Linden questioned if the project would be entirely funded utilizing the One-cent Sales Tax and if residents would incur fees. Executive Director D’Agostino explained that project would be fully funded by the One-cent Sales Tax.

Vote on Motion:

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

Motion passed 5-0.

3. Resolution 72-10-20 Authorizing and Directing the Chairman to Sign a Grant Agreement with D and J Laundromat and Dry Cleaning Services, LLC.

Executive Director D’Agostino provided a summary explanation of the item.

Dawana and James Earl, owners of D&J Laundromat and Dry Cleaning Services, LLC introduced themselves and announced that they opened in November 2019. Board Member Flaherty questioned if funding was available. Executive Director D’Agostino explained that funding was available to award the grant.

Motion: Board Member Michaud moved to approve Resolution 72-10-20; Board Member Linden seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

Public Comment:

None

EXECUTIVE DIRECTOR REPORT:

Executive Director D'Agostino announced the following comments within Exhibit "A"

BOARD MEMBERS COMMENTS:

Board Member Francois was absent.

Board Member Linden had no comments.

Board Member Flaherty had no comments.

Board Member Michaud had no comments.

Vice-Chair Glas-Castro had no comments.

Chair O'Rourke had no comments.

ADJOURNMENT

There being no further business to come before the CRA Board and by unanimous vote, the meeting adjourned at 6:45 p.m.

Chair, Michael O'Rourke

Agency Clerk, Vivian Mendez, MMC

Agency Deputy Clerk, Shaquita Edwards, MPA, MMC



FLORIDA

Approved on this 2 of December, 2020

EXECUTIVE DIRECTOR COMMENTS
SPECIAL CALL CRA BOARD MEETING

Exhibit "A"

OCTOBER 21, 2020

INSURANCE RENEWALS

At its 9/2/2020 meeting, the CRA Board meeting approved the FY 2021 renewal of property and casualty insurance for the CRA with a not to exceed increase of 17 percent over the FY 2020 coverage or in the amount of \$5,770. Gehring was able to negotiate that down to a 13 percent increase over the FY 2020 coverage, or \$5,568.



AGENDA

Community Redevelopment Agency Meeting
 Wednesday, December 2, 2020,
 Immediately Following the Commission Workshop,
 Commission Chamber, Town Hall
 535 Park Avenue, Lake Park, 33403

Michael O'Rourke	—	Chair
Kimberly Glas-Castro	—	Vice-Chair
Erin Flaherty	—	Board Member
Christiane Francois	—	Board Member
John Linden	—	Board Member
Roger Michaud	—	Board Member
<hr style="border-top: 1px dashed black;"/>		
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 PRESENTATION/REPORT:** None

D. **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.

E. **CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

- F. **NEW BUSINESS:**
2. Update the Community Redevelopment Agency Plan

Tab 2

- G. **EXECUTIVE DIRECTOR REPORT:**

- H. **PUBLIC COMMENT**

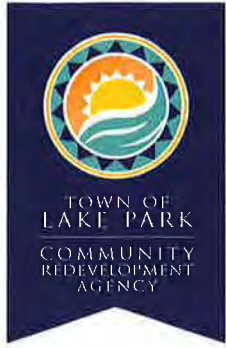
This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Agency Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

- I. **BOARD MEMBER COMMENTS**

- J. **REQUEST FOR FUTURE AGENDA ITEMS:**

- K. **ADJOURNMENT**

The next scheduled Community Redevelopment Agency Board Meeting will be conducted on March 3, 2021.



**Minutes
Town of Lake Park, Florida
Community Redevelopment Agency
Board Meeting
Wednesday, December 2, 2020, 6:47 P.M.
Town Commission Chamber, 535 Park Avenue**

The Community Redevelopment Agency Board met for a regular meeting on Wednesday, December 2, 2020 at 6:47 p.m. Present were Chair Michael O’Rourke, Vice-Chair Kimberly Glas-Castro, Board Members Erin Flaherty, Christiane Francois, John Linden and Roger Michaud, Executive Director John D’Agostino, Agency Attorney Thomas Baird, and Agency Clerk Vivian Mendez.

Agency Clerk Mendez performed the roll call and Chair O’Rourke led the pledge of allegiance.

Consent Agenda:

- 1. Community Redevelopment Agency Board Meeting Minutes of November 6, 2019.**

Motion: Vice-Chair Glas-Castro moved to approve the consent agenda; Board Member Michaud 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		
Vice-Chair Kimberly Glas-Castro	X		
Chair Michael O’Rourke	X		

Motion passed 6-0.

NEW BUSINESS:

- 2. Updates to the Community Redevelopment Plan.**

Executive Director D’Agostino explained that the current CRA Plan was 10 years old. He recommended the CRA Board provide update suggestions to Town Staff. Thereafter, the Town would complete an internal review, and retain a Consultant to ensure adherence to statutory requirements. He explained that he would like to begin updating the current plan and present suggested updates to the Commission within six months. Chair O’Rourke reiterated the importance of updating the CRA Plan. Board Member Linden suggested a CRA Plan Workshop to discuss updates; Chair O’Rourke agreed and asked Executive Director D’Agostino to schedule a Workshop. Chair O’Rourke suggested that the CRA

Plan be reviewed during multiple Workshops, and that the first Workshop focus on the Executive Summary of the CRA Plan. Discussion ensued regarding the scheduling of a future CRA Board Workshop, and CRA Board Vacancy. Chair O'Rourke encouraged Board Members to nominate qualified applicants.

EXECUTIVE DIRECTOR REPORT:

Executive Director D'Agostino - None

BOARD MEMBERS COMMENTS:

Board Member Flaherty had no comments.

Board Member Francois had no comments.

Board Member Linden had no comments.

Board Member Michaud had no comments.

Vice-Chair Glas-Castro had no comments.

Chair O'Rourke had no comments.

ADJOURNMENT

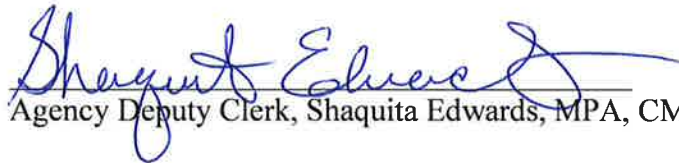
There being no further business to come before the CRA Board and after a motion to adjourn by Vice-Chair Glas-Castro and seconded by Board Member Michaud, and by unanimous vote, the meeting adjourned at 7:04 p.m.



Chair, Michael O'Rourke



Agency Clerk, Vivian Mendez, MMC



Agency Deputy Clerk, Shaquita Edwards, MPA, CMC



Approved on this 3rd of February, 2021



AGENDA

Special Call

Community Redevelopment Agency
Meeting

Wednesday, February 3, 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
Christiane Francois	—	Board Member
John Linden	—	Board Member
Roger Michaud	—	Board Member
Henry K. Stark	—	Board Member
<hr style="border-top: 1px dashed black;"/>		
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 PRESENTATION/REPORT:**

1. Discussion on Updating the Community Redevelopment Agency Plan Tab 1

2. Park Avenue Downtown District (PADD) Draft Code Update(s) Discussion Tab 2

D. **CONSENT AGENDA:**

3. December 2, 2020 Community Redevelopment Agency Board Meeting Minutes Tab 3

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:**

None

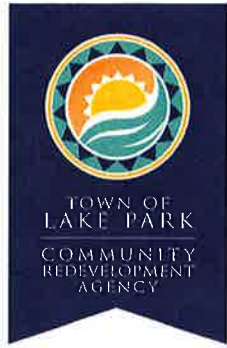
G. **EXECUTIVE DIRECTOR REPORT:**

H. **BOARD MEMBER COMMENTS**

I. **REQUEST FOR FUTURE AGENDA ITEMS:**

J. **ADJOURNMENT**

The next scheduled Community Redevelopment Agency Board Meeting will be conducted on March 3, 2021.



Minutes
Town of Lake Park, Florida
Community Redevelopment Agency
Board Meeting
Wednesday, February 3, 2021, 6:30 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, February 3, 2021 at 6:30 p.m. Present were Chair Michael O'Rourke, Vice-Chair Kimberly Glas-Castro, Board Members Erin Flaherty, John Linden, Roger Michaud, and Henry K. Stark, Executive Director John D'Agostino, Agency Attorney Thomas Baird, and Agency Clerk Vivian Mendez. Board Member Christiane Francois was absent.

Agency Clerk Mendez performed the roll call and Chair O'Rourke led the pledge of allegiance.

SPECIAL PRESENTATION/REPORT:

1. Discussion on Updating the Community Redevelopment Agency Plan.

Executive Director D'Agostino explained the item. He stated that the Board was provided the Plan several weeks ago and they had been asked to provide staff with their changes and comments. Staff received responses from Chair O'Rourke, Vice-Chair Glas-Castro, Board Members Linden and Sparks. He explained that copies of all the comments would be distributed to the Board Members. He suggested that the Board review the Plan section by section and spend one-hour discussing it. The sections that are not reviewed during this meeting would return for discussion during a future meeting.

Chair O'Rourke stated that this was the initial meeting to discuss the Master Plan. He suggested that the Plan be reviewed in general terms, which would get the Board to the more important aspects and narrow down to things that the Board believe are most important. The Board came to consensus to proceed in this manner. Executive Director D'Agostino explained that after all the comments and suggestions were incorporated into the Plan, a consultant would be hired to assist in the implementation of the Plan. He explained the role and responsibilities of a consultant and how they would assist with stakeholder public sessions.

Chair O'Rourke suggested discussing the items that are not in the Plan that would benefit the CRA. He asked what it would take to expand the CRA. Executive Director D'Agostino explained that Palm Beach County would need to approve an expansion of the CRA and it would need to meet the slum or blight criteria. Board Member Linden asked if the CRA had to be a continuous area. Executive Director D'Agostino was not sure if the area needed to be continuous but it did need to meet the criteria of slum or

blight. Vice-Chair Glas-Castro explained that the Town could have several districts like other municipalities. Board Member Linden suggested expansion to areas on Old Dixie Highway to Park Avenue West. Chair O'Rourke explained that when the Plan was created, the CRA was divided into area. For example Park Avenue was considered the Arts District. He suggested expanding from 10th Street to Northern Drive. He agreed with Executive Director's suggestion of expanding from Bert Bostrom Park on 6th Street south to Silver Beach Road, which would include a residential block. Chair O'Rourke suggested an archway in the Downtown District to signify the CRA. Board Member Flaherty felt that the CRA should not be expanded at this time. He preferred to address the current issues in the CRA, improve those issues, and at a later date revisit the idea of expansion. Vice-Chair Glas-Castro explained that expansion of the CRA was a grueling process, but agreed that it could be placed in the Plan to revisit in the future. She explained that the Plan talks about eliminating industrial and putting in galleries and antique shops and felt that the CRA was going in a different direction now. Chair O'Rourke was in favor of industrial and felt it was important to the CRA.

Executive Director D'Agostino asked if the Board was in favor of increased density in the western area of the CRA. The Board discussed increased density in the industrial area of the CRA. Executive Director D'Agostino suggested including a mobility plan into the CRA Plan. Chair O'Rourke explained that there are three criteria's in the Florida State Statute that governs CRA. Those three items are slum, blight, and shortage of affordable or low to moderate income housing. He stated that the CRA currently has affordable or low to moderate income housing in the CRA that we could be focusing our attention. He gave three examples of acceptable affordable housing as mini condos, artist's lofts, and pod housing. All of these would improve properties. He felt that they should create a better standard of living for all residents in the CRA as well as the Town. Board Member Stark asked if the housing has changed over the 30-years that the Town created the CRA. He suggested looking to see what other municipalities have done to improve their CRA's. Chair O'Rourke explained that when a consultant was hired to assist the CRA with updating the Plan, they would look at what other municipalities have done to improve their areas. He reminded the Board that technology was changing rapidly and it would be wonderful if Lake Park could be a leader in this area.

Vice-Mayor Glas-Castro suggested including an application (APP) to help support the businesses that could be downloaded to a device. Chair O'Rourke agreed that it should be included as part of the Plan. Vice-Chair Glas-Castro suggested reviewing/discussing the subdivided areas in the CRA to see if that was still the direction they envision for the CRA. She felt that Bioscience has gone by the waist side and was not sure that it was still a key focus for the CRA. She reminded everyone that the CRA could only spend funds for items outlined in the Plan. She suggested including incentives, such as grants, to help businesses. Executive Director D'Agostino explained that the Town currently has such a program, so the same could be implanted in the CRA. Agency Attorney explained that the Plan would need to lay out what incentives are available and then what standards need to be met in order to qualify for the incentive.

Board Member Linden suggested including a museum in the Plan. He stated that a railroad station does not appear to be in the Palm Beach County plan. He suggested using the land allocated for the railroad station to build workspace hubs along with a dog park would attract people to the area. Chair O’Rourke suggested that purchasing land would also be beneficial to the CRA. Board Member Michaud suggested warehouse hubs that would include WIFI capabilities, a place to sit, and a place to conduct business that would bring people to the CRA area. He also would like to see cultural driven businesses to bring people to eat, shop, and create our own identity.

Chair O’Rourke would like to follow Vice-Chair Glas-Castro’s suggestion for the next meeting in which the Board would review the Plan and its specific area, but include some of the topics identified tonight, such a technology into the Plan. Board Member Flaherty wanted everyone to think of ways to bring back the economical and physical flow of people so that it helps the businesses in the CRA. He stated that the Plan was so outdated that starting with a brand new Plan may be beneficial to the CRA.

2. Park Avenue Downtown District (PADD) Draft Code Update(s) Discussion.

Community Development Director DiTommaso gave a brief presentation (see Exhibit “A”). Chair O’Rourke asked why the property next to the Fire Station was not included in the CRA. Community Development Director DiTommaso stated that it could be incorporated into the CRA.

Vice-Chair Glas-Castro asked if staff would be meeting with property owners before the item was brought back before the Board. Community Development Director DiTommaso stated that staff could set up such meetings because direct mail was sent to all property owners within the proposed expanded area. She stated that individual meetings were not scheduled with property owners. Executive Director D’Agostino stated that meeting would be scheduled with property owners prior to an Ordinance proposing new language would go before the Town Commission for consideration. Chair O’Rourke stated that the Board would provide feedback to staff prior to the March 3, 2021 CRA Meeting.

Consent Agenda:

3. December 2, 2020 Community Redevelopment Agency Board Meeting Minutes.

Motion: Vice-Chair Glas-Castro moved to approve the consent agenda; Commissioner Flaherty seconded the motion.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	X		
Board Member Christiane Francois			Absent
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: None

EXECUTIVE DIRECTOR REPORT: None

BOARD MEMBERS COMMENTS:

Board Member Flaherty congratulated Board Member Stark for volunteering to be on the Board.

Board Member Francois was absent.

Board Member Linden had no comments.

Board Member Michaud had no comments.

Board Member Stark had no comments.

Vice-Chair Glas-Castro asked if the March 3, 2021 CRA meeting was starting at 6:00 p.m. or 6:30 p.m. Executive Director D'Agostino explained that Workshop begin at 6:00 p.m. and Regular meetings begin at 6:30 p.m.

Motion: Board Member Michaud moved to begin the March 3, 2021 Community Redevelopment Agency Board meeting at 6:00 p.m.; Board Member Flaherty seconded the motion.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	X		
Board Member Christiane Francois			Absent
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.

Chair O'Rourke had no comments.

ADJOURNMENT

There being no further business to come before the CRA Board and after consensus to motion to adjourn, the meeting adjourned at 8:06 p.m.



Chair, Michael O'Rourke



Agency Clerk, Vivian Mendez, MMC



Approved on this 3 of March, 2021

SPECIAL CALL COMMUNITY REDEVELOPMENT AGENCY MEETING (CRA)

PARK AVENUE DOWNTOWN DISTRICT (PADD)

WEDNESDAY, FEBRUARY 3, 2021 – 6:30 P.M.



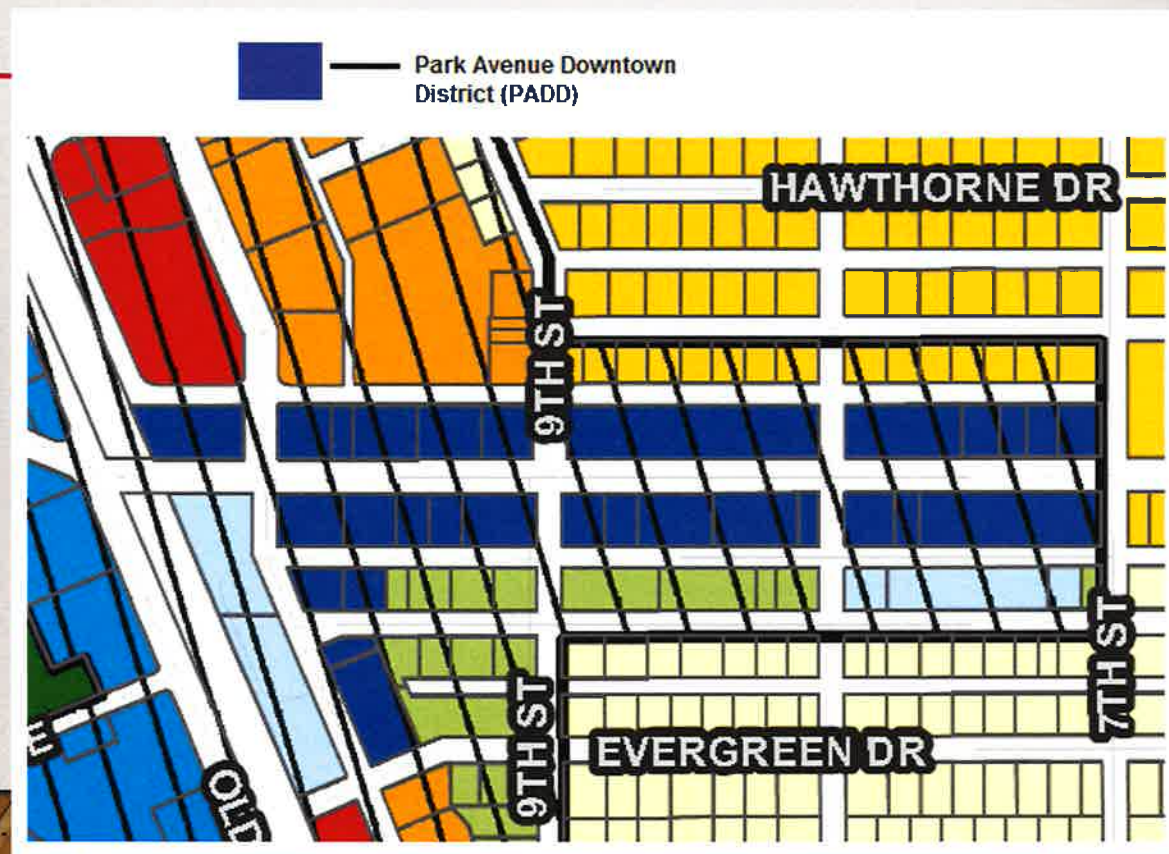
PURPOSE

RECAP

- Discuss the proposed Park Avenue Downtown District code regulations for Town Code Section 78-70
- Identify opportunities to make the regulations more business friendly
- Identify opportunities to further promote redevelopment through code modifications



EXISTING PADD BOUNDARY



AGENDA

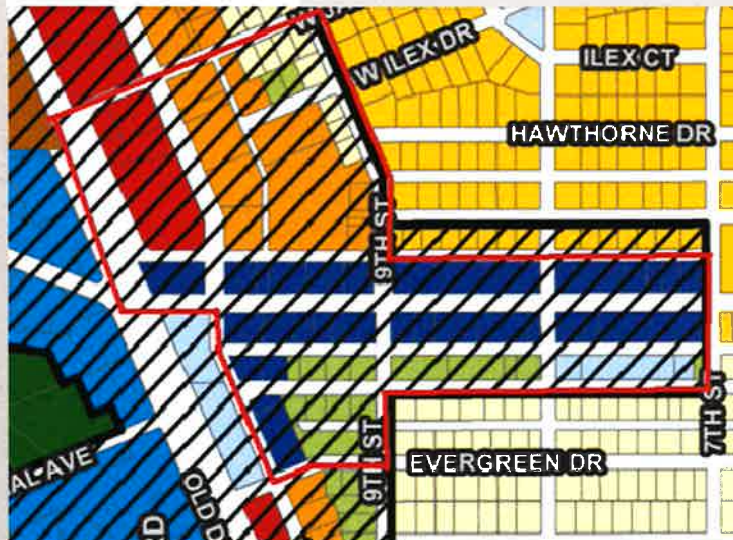
- (1) Review proposed modifications pursuant to prior discussions
- (2) Next Steps



TWO PRIMARY REQUESTS PURSUANT TO PRIOR WORKSHOPS

(1) Expansion of PADD Boundaries have been expanded (*comprehensive plan amendments and rezoning required*)

PROPOSED



(2) Flexibility on heights and increased density

Comprehensive Plan Amendments & Height Considerations

- Keep the “Downtown” land use classification, but extend into proposed expanded area
- Extend the basket of rights for density utilized along US-1 where density can be utilized on a first-come, first-serve, until the basket is exhausted at 80% and then needs to be replenished (rather than the existing 27 units/acre and FAR of 5.0, with minimum 20% residential also eliminated)
- Allow for increased heights in the district, up to 6 stories, with possibly additional stories for redevelopments along 10th Street and include the public improvement contribution provisions similar to the US-1 mixed-use district

BREAKDOWN OF CODE SECTIONS

- Purpose and Intent
- Permitted and Special Exception Uses (associated with Table 78-70-1) and Accessory Uses
- Waivers to allow for flexibility (intended to be very broad per the original discussions)
- Supplemental Property Development Regulations
 - Redevelopments adjacent to 9th and 10th Streets (considerations for reconfigured sidewalks; landscape buffers; parking in the rear; setbacks adjacent to residential)
 - Prohibition of security bars, shutters, gates, and similar equipment
 - Prohibition of outdoor storage and indoor storage visible to the public
 - Requirements for underground utilities for substantial renovations and new constructions
 - New window display/coverings provisions to promote merchandise arrangements and discourage overuse of window signage
 - Prohibition of drive-in/drive-through facilities
 - Outdoor lighting and consistency in design
 - Vending machines only permitted within outdoor enclosures that are architecturally compatible
 - Building Heights deviations up to 20% for special architectural features
 - Parking (allowing valet) and pursuant to Table 78-70-2 and 78-70-4 (Master Public Parking Master Plan)
 - Signage (deferring to the Town's general signage code) – monument signs and special event signs will be limited
 - Sidewalk cafes and courtyards (recently adopted)
 - Table 78-70-1: Permitted and Special Exception Uses (Final version will likely eliminate Prohibited List) – *is the CRA Board interested in residential-only developments along 10th Street?*
 - Table 78-70-2

NEXT STEPS

- Comprehensive Plan Amendments Local Planning Agency/Transmittal and Adoption Hearings (April 2021 – August 2021)
- Town Code Text Amendments and Rezoning Public Hearing Process (April 2021 – August 2021)

**meetings will be scheduled pursuant to the approval process required*



THANK YOU!

Contact Info:

Town of Lake Park Community Development Department

Nadia Di Tommaso, Community Development Director

(561)881-3319

nditommaso@lakeparkflorida.gov



Vivian Mendez

From: Nadia DiTommaso
Sent: Friday, January 29, 2021 1:34 PM
To: Vivian Mendez
Subject: Fwd: CRA Plan Comments

FYI, Done, all resolved.

Nadia

----- Original message -----

From: John D'Agostino <jD'Agostino@lakeparkflorida.gov>
Date: 1/29/21 1:27 PM (GMT-05:00)
To: Commission <Commission@lakeparkflorida.gov>
Cc: Nadia DiTommaso <NDiTommaso@lakeparkflorida.gov>
Subject: FW: CRA Plan Comments

Per the request of the Vice Mayor, below you will find her comments for discussion next Wednesday Night.

John O. D'Agostino
Town Manager, Town of Lake Park Florida

-----Original Message-----

From: Kim Glas-Castro <kglas-castro@lakeparkflorida.gov>
Sent: Monday, January 18, 2021 3:20 PM
To: John D'Agostino <jD'Agostino@lakeparkflorida.gov>
Cc: kglas-castro@lakeparkflorida.gov
Subject: CRA Plan Comments

Hello,

The Plan is obviously outdated in its references. I'm not sure that some of the policy directives of the time are still valid.

- 1) Is ARTS still a focus of the downtown or is it more "gathering places"
- 2) With the Tri-Rail station going to Gardens, we need to establish a new vision for that parcel and the area
- 3) promoting flex space and business incubator space might be the focus of the industrial area today rather than art galleries and antique shops
- 4) Plan doesn't seem to have the specificity for the incentives and activities that we've been undertaking
- 5) what is needed by Oceana?
- 6) virtual office space and tech hubs vs art galleries
- 7) outlined programs for Town employees illegal - has to be open to entire community
- 8) references to reserving space for biotech is antiquated and limiting
- 9) are there other brownfields? Or has this now been addressed?
- 10) where are referenced CRA policies for loans and subsidies?
- 11) are we following Plan requirements that only offer grants/ incentives that realize increased assessment and increase in TIF?
- 12) Bert Bostrom Park is not within CRA, therefore illegal to spend funds on park expansion and community center
- 13) need to watch statutory limitations on community policing activities
- 14) Downtown development scenario is out of date and needs new visioning effort
- 15) 10th street bioswales not mentioned
- 16) is a Park Ave Village Green still desired? Botanical park and garden?

Vivian Mendez

From: John D'Agostino
Sent: Monday, February 1, 2021 2:40 PM
To: Erin Flaherty
Cc: Nadia DiTommaso
Subject: FW: CRA Plan Comments

I just received Commissioner Linden's Comments on the CRA plan.

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: John Linden <jlinden@lakeparkflorida.gov>
Sent: Monday, February 1, 2021 12:36 PM
To: John D'Agostino <jD'Agostino@lakeparkflorida.gov>
Subject: Re: CRA Plan Comments

Quite a bit of reading, not completely through section 5 but wanted to give my thoughts so far.

Question, does the CRA have to be a continuous area or could there be multi locations?

Executive Summary;

2. Devote time, energy, and money to the redevelopment of 10th and Park.
3. Revisit the proposed Train Station, develop it into a museum with a 1923 train station look?
4. Continue to promote the arts with a new or adapted Air Gallery?
5. Rename the PADD to the "Arts & Entertainment" district?
6. Pursue and develop the Park Ave N corridor ?
7. Update and develop the 10th street at Northlake to make it more inviting and appealing to Park Ave.
8. A surface parking lot at the top of Park ave on 10th
9. Investigate the possibility of a hotel on 10th and Park
10. Look into purchasing the junk yard on Silver Beach for future redevelopment?

Existing Conditions;

1. Parking on Park Ave
2. CRA office in the downtown area, rethink the recreations building or consider the 1923 building next to the Post Office?

Analysts

1. Parking on the west side of Park Ave?
2. Develop a recreation center possibly at Bert Bostrom park?
3. Develop more retail on the north side of Park Ave
4. Revisit the low income housing on the east side of 10th?
5. Get involved with the development of the first floor of the 800 building on Park Ave.
6. Rebranding of Park Ave is essential.

Part 5 (so far)

1. Bio Science Industry?
2. Think out of the box on workforce housing?
3. Downtown PBSO sub station?
4. Designated housing for Artists and performers?

More to come.

John L

John L Linden
Commissioner

Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403
561-881-3300 Office)
561-881-3314 (Fax)
jlinden@lakeparkflorida.gov

Please note: Florida has a very broad public records law. Written communication regarding town business are public records available to the public upon request. Your e-mail communications are therefore subject to public disclosure. If you do not want your e-mail address released in response to a public records request, do not sent electronic mail to this entry, instead contact this office by phone or in writing. Section 668.6076, FS

PLEASE NOTE: Pursuant to Florida's Government in the Sunshine Act (a.k.a. "Sunshine Law"), e-mails containing city business should be directed to either: all City Commissioners or only 1 City Commissioner at a time and should not include prior responses from other Commissioners in order to avoid the perception that a third party is acting as a liaison between Commissioners.

On Jan 29, 2021, at 1:27 PM, John D'Agostino <jD'Agostino@lakeparkflorida.gov> wrote:

Per the request of the Vice Mayor, below you will find her comments for discussion next Wednesday Night.

John O. D'Agostino
Town Manager, Town of Lake Park Florida

-----Original Message-----

From: Kim Glas-Castro <kglas-castro@lakeparkflorida.gov>
Sent: Monday, January 18, 2021 3:20 PM
To: John D'Agostino <jD'Agostino@lakeparkflorida.gov>

Cc: kglas-castro@lakeparkflorida.gov

Subject: CRA Plan Comments

Hello,

The Plan is obviously outdated in its references. I'm not sure that some of the policy directives of the time are still valid.

- 1) Is ARTS still a focus of the downtown or is it more "gathering places"
- 2) With the Tri-Rail station going to Gardens, we need to establish a new vision for that parcel and the area
- 3) promoting flex space and business incubator space might be the focus of the industrial area today rather than art galleries and antique shops
- 4) Plan doesn't seem to have the specificity for the incentives and activities that we've been undertaking
- 5) what is needed by Oceana?
- 6) virtual office space and tech hubs vs art galleries
- 7) outlined programs for Town employees illegal - has to be open to entire community
- 8) references to reserving space for biotech is antiquated and limiting
- 9) are there other brownfields? Or has this now been addressed?
- 10) where are referenced CRA policies for loans and subsidies?
- 11) are we following Plan requirements that only offer grants/ incentives that realize increased assessment and increase in TIF?
- 12) Bert Bostrom Park is not within CRA, therefore illegal to spend funds on park expansion and community center
- 13) need to watch statutory limitations on community policing activities
- 14) Downtown development scenario is out of date and needs new visioning effort
- 15) 10th street bioswales not mentioned
- 16) is a Park Ave Village Green still desired? Botanical park and garden?

Kim Glas-Castro
Vice Mayor
Town of Lake Park

Sent from my iPad

Lake Park CRA Items – Henry Stark

SECTION ONE

Have the goals of the CRA remained the same over the past 30 plus years or have they changed as a result of the population profile, technological changes, new town projects / co-ventures, etc.

Page 15

Do we have contact information for the previous Board members to discuss their rationale, if needed?

Page 17

Has the CRA boundary remained the same as previously adopted?

Page 18

What is Spearhead? Has its catalyst development been actuated?

Page 18

Junkyard – Financial responsibilities in terms of EPA standards / considerations when acquisition occurs?

SECTION TWO

Page 23

Verbiage – Slum – Blighted area? Alteration? Recent improvements? Definition PC versions?

Is there a need for a Town Of Lake Park's Re-affirmation of a Finding Of Necessity?

SECTION THREE

Page 30

918 Park Avenue – Historical Museum? Federal / State Funding? Ask LP Residents to search for / donate Historical materials - Secure, Restore, Maintain Kelsey City Historical Artifacts for TOLP – Tourist Attraction? Invite and attract investors?

Pages 31-33

Recent 2020 Census Data – Accuracy? Funding?

Page 35

No more PA BBQ – NEW need for parking for current and FUTURE businesses.

Page 36

Parks and Recreational Facilities - Sports Clubs for youth, evening activities.

Lake Park CRA Items – Henry Stark

SECTION ONE

Have the goals of the CRA remained the same over the past 30 plus years or have they changed as a result of the population profile, technological changes, new town projects / co-ventures, etc.

Page 15

Do we have contact information for the previous Board members to discuss their rationale, if needed?

Page 17

Has the CRA boundary remained the same as previously adopted?

Page 18

What is Spearhead? Has its catalyst development been actuated?

Page 18

Junkyard – Financial responsibilities in terms of EPA standards / considerations when acquisition occurs?

SECTION TWO

Page 23

Verbiage – Slum – Blighted area? Alteration? Recent improvements? Definition PC versions?

Is there a need for a Town Of Lake Park's Re-affirmation of a Finding Of Necessity?

SECTION THREE

Page 30

918 Park Avenue – Historical Museum? Federal / State Funding? Ask LP Residents to search for / donate Historical materials - Secure, Restore, Maintain Kelsey City Historical Artifacts for TOLP – Tourist Attraction? Invite and attract investors?

Pages 31-33

Recent 2020 Census Data – Accuracy? Funding?

Page 35

No more PA BBQ – NEW need for parking for current and FUTURE businesses.

Page 36

Parks and Recreational Facilities - Sports Clubs for youth, evening activities.

Michael O'Rourke's comments on the CRA Plan:

- 1) what is the process to expand the boundaries, to include more areas of east of 10th street, north of Park Ave., and include Bert Bostrom Park and the block just south of BB Park.
- 2) Create an Arts and Brewery District.
- 3) The proposed train station may need to be repurposed, consider that within 5 years the technology for time share vehicles will be upon us, along with autonomous vehicles. And ride share pick up drop of areas. (See the plans proposed in Jacksonville.)
- 4) In the PADD density changes need to take place and development needs to happen with a focus on sustainable workforce housing, including pod apartments, mini condo units, and artist lofts. For retail it should also promote music venues, art galleries, antique shops, breweries, and distilleries.
- 5) The CRA Plan does not designate the right areas, not mentioning the 10th Ave area, nor mentioning the area where Park Avenue West would be.
- 6) Need to consider the acquisition of land to carry out the objectives of the CRA Plan and include the ability to establish Public and Private Partnerships, so that long term benefits will stay with the Town even after the setting of the CRA.
- 7) The CRA plan should be redrafted with the understanding that technological advances will create opportunities that may not even be imagined at this time.
 - a. autonomous vehicles
 - b. drone delivery
 - c. travel, destination and transportation apps
- 8) Consider the archway as a signature art structure that can become a branding identity to make the downtown a recognizable destination.
- 9) I
- 10) ...

Commissioner Linden's Comments on CRA Plan.

Question, does the CRA have to be a continuous area or could there be multi locations?

Executive Summary;

2. Devote time, energy, and money to the redevelopment of 10th and Park.

3. Revisit the proposed Train Station, develop it into a museum with a 1923 train station look?
4. Continue to promote the arts with a new or adapted Air Gallery?
5. Rename the PADD to the "Arts & Entertainment" district?
6. Pursue and develop the Park Ave N corridor ?
7. Update and develop the 10th street at Northlake to make it more inviting and appealing to Park Ave.
8. A surface parking lot at the top of Park Ave on 10th
9. Investigate the possibility of a hotel on 10th and Park
10. Look into purchasing the junk yard on Silver Beach for future redevelopment?

Existing Conditions;

1. Parking on Park Ave
2. CRA office in the downtown area, rethink the recreations building or consider the 1923 building next to the Post Office?

Analysts

1. Parking on the west side of Park Ave?
2. Develop a recreation center possibly at Bert Bostrom park?
3. Develop more retail on the north side of Park Ave
4. Revisit the low-income housing on the east side of 10th?
5. Get involved with the development of the first floor of the 800 building on Park Ave.
6. Rebranding of Park Ave is essential.

Part 5 (so far)

1. Bio Science Industry?
2. Think out of the box on workforce housing?
3. Downtown PBSO sub station?
4. Designated housing for Artists and performers?



AGENDA

Community Redevelopment Agency
Meeting

Wednesday, March 3, 2021, 6:00 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
Christiane Francois	—	Board Member
John Linden	—	Board Member
Roger Michaud	—	Board Member
Henry K. Stark	—	Board Member
<hr style="border-top: 1px dashed black;"/>		
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.*

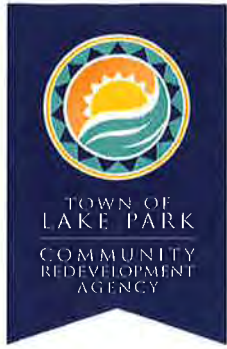
- A. **CALL TO ORDER/ ROLL CALL:**
- B. **PLEDGE OF ALLEGIANCE:**
- C. **SPECIAL PRESENTATION/REPORT:** None
- D. **CONSENT AGENDA:**
1. February 3, 2021 Community Redevelopment Agency Board Meeting Minutes Tab 1
- E. **PUBLIC COMMENT**
This time is provided for addressing items that do not appear on 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:**
2. Community Redevelopment Agency Annual Report Tab 2
- 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 June 2, 2021.



**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

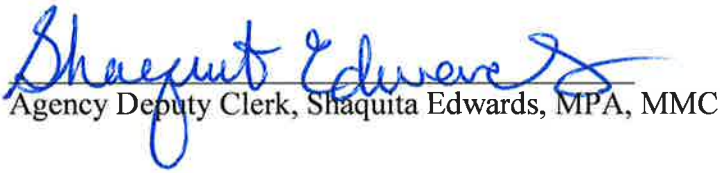
There being no further business to come before the CRA Board and after a motion to adjourn by Board Member Flaherty and seconded by Vice-Chair Glas-Castro, and by unanimous vote, the meeting adjourned at 6:28 p.m.



Chair, Michael O'Rourke



Agency Clerk, Vivian Mendez, MMC



Agency Deputy Clerk, Shaquita Edwards, MPA, MMC



Approved on this 16 of June, 2021



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

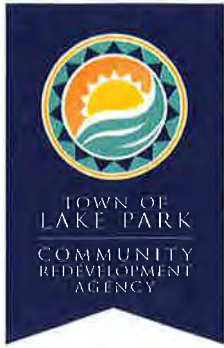
G. EXECUTIVE DIRECTOR REPORT:

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.



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

The Community Redevelopment Agency Board met for a special call meeting on Wednesday, June 16, 2021 at 6:30 p.m. Present were Chair Michael O'Rourke, Vice-Chair Kimberly Glas-Castro, Board Members Erin Flaherty, John Linden, Roger Michaud, and Henry K. Stark (arrived at 6:38 p.m.), Executive Director John D'Agostino, Agency Attorney Thomas Baird, and Agency Clerk Vivian Mendez.

Agency Clerk Mendez performed the roll call and Chair O'Rourke led the pledge of allegiance.

SPECIAL PRESENTATION/REPORT:

None

Consent Agenda:

- 1. March 3, 2021 Community Redevelopment Agency Board Meeting Minutes.**
- 2. Resolution 31-06-21 Amending the Contract with Strategic Marketing.**

Motion: Vice-Chair Glas-Castro moved to approve the consent agenda; Board Member Linden seconded the motion.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	X		
Board Member John Linden	X		
Board Member Roger Michaud	X		
Board Member Henry Stark			Was absent at time of vote
Vice-Chair Kimberly Glas-Castro	X		
Chair Michael O'Rourke	X		

Motion passed 5-0.

PUBLIC COMMENT: **None**

NEW BUSINESS:

3. Artist of Palm Beach County Request to Finance Architectural Services.

Executive Director D'Agostino explained the item (see Exhibit "A"). He explained that any aspect of direction made at this meeting, with regards to finance, would come back before the Board for final approval. Vice-Chair Glas-Castro asked how was the proposal consistent with the Community Redevelopment Agency (CRA) Master Plan. Executive Director D'Agostino explained that this would fall under the "Relocation Services" section of the CRA Master Plan. Vice-Chair Glas-Castro asked several questions regarding the monthly expense of the CRA, build-out expense, and if this project would need to follow the Consultants Competitive Negotiation Act (CCNA) process. Executive Director D'Agostino answered the questions and stated that the amount set for CCNA was above this projects threshold.

Mary Jane Zapp, President of the Artist of Palm Beach County explained the purpose for this request. She provide the Board with base drawings of the space. Chair O'Rourke asked if other locations were reviewed in the process. Ms. Zapp stated that the Town provided a list of locations to rent and 801 Park Avenue was the location that fit their needs.

Motion: Board Member Linden moved to approve the cost of architectural services, construction administration and mechanical, electrical and plumbing engineering services; Board Member Michaud seconded the motion.

Board Member Stark asked if the built-out cost was \$50,000. Vice-Chair Glas-Castro explained that in her experience that would be the base cost for this type of project. Board Member Stark asked what takes place if the Artist of Palm Beach County leaves the space then how does the Town have a right of refusal for the next occupant of the space. Executive Director D'Agostino explained that one of the CRA purposes was to assist landowners to be successful in our Town.

Public Comment:

1. Susan Munoz, Palm Beach Gardens expressed support of the Artist of Palm Beach County to relocate to the Town. She read from a prepared statement from Mr. Edward Munoz.

"Good afternoon Lake Park Mayor and Commissioners,

I am writing this letter in support of the Artists of Palm Beach County and the potential of a new location across from the old location in Lake Park.

Over the past year, one of public school's hardest years ever, the APBC has stepped up and helped our Town's only public school, Lake Park Elementary. They have provided much needed additional funding and support for both our students and teachers. Under the direction of Mr. Munoz, we have received so much support: from supplies, to gifts, and teacher appreciation funding and incentives. They really have helped our school in

so many ways. To have a partner like this organization has been so helpful during such a trying time. I really could never thank them enough.

I thought it would only be appropriate to let you know what they have done to support our town's most precious resource, our students. As you make your decision, it is helpful to know that they have been so helpful behind the scenes.

Thank you again for taking them time to read this letter.”

2. Mary Jane Zapp, West Palm Beach, expressed support of the Artist of Palm Beach County relocating to the Town. She explained all the events that the Artist of Palm Beach County supported during the pandemic.

3. Rick Goodsell, Lake Park, expressed support of Art on Park and the Artist of Palm Beach County relocating to the Town.

Chair O’Rourke asked members of the audience that were in support of Artist of Palm Beach County to please stand. There were about 35 members of the audience that stood up.

Vice-Chair Glas-Castro would like a full package of what the benefits would be to the community. Chair O’Rourke agreed with the Vice-Chair. He expressed similar concerns regarding the cost of the build-out as the Vice-Mayor expressed. He supported art and the Artist of Palm Beach County relocating to the Town. Executive Director D’Agostino recapped that the CRA Board members would like to see a full packet, which would include all the cost associated with this project. They all agreed.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	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.

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.

Chair O’Rourke informed the Board that he would not be participating in this discussion and filled out “Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers” (see attached “B”).

Executive Director D’Agostino explained the item. Property Owner Jo Brockman addressed the Board and explained that she would like the grant approval for the Brew House Gallery and not 700 Park Avenue Holding LLC, because 700 Park Ave Holding LLC. was up for sale. She stated that the Beer Garden would be on the Brew House portion of the property. Executive Director D’Agostino explained that the Grant was structured so that they would have one-year to construct the project. If the project was not completed in one-year then the funds must be paid back. If the project were constructed within the year, regardless of who the owner was, there was no payback requirement on the \$25,000 Grant. Ms. Brockman explained her understanding of the Grant and was relieved to hear that they would be allowed to construct within one-year without having to stay for five-year after construction. Vice-Chair Glas-Castro asked when the funds would be provided. Executive Director D’Agostino stated that the funds would be released within ten-business days.

Public Comment:

Rick Goodsell – Lake Park, spoke in support of the item and the Brew House Gallery.

Motion: Board Member Linden moved to approve Resolution 32-06-21; Board Member Michaud seconded the motion.

The Board Members spoke individually in support of this Resolution.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	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			Abstain from Voting

Motion passed 5-0.

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

Executive Director D’Agostino explained the item (see Exhibit “C”). Vice-Chair Glas-Castro asked questions regarding the process of making an offer on the property, what the Town Code states with regards to purchasing a property, and the amount that would be offered to purchase the property. Agency Attorney Baird explained the difference between the fair market value versus the cost approach value. The Board Members asked several questions regarding the value of the property and possible offer staff would make on behalf of the Town. The Board discussed the offer for purchase price with the Agency Attorney Baird.

Motion: Board Member Linden moved to approve the purchase of 610 7th Street on an amount not to exceed \$229,000; Board Member Michaud seconded the motion.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	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 had no report.

BOARD MEMBERS COMMENTS:

Board Member Flaherty had no comments.

Board Member Linden had no comments.

Board Member Michaud had no comments.

Board Member Stark had no comments.

Vice-Chair Glas-Castro had no comments.

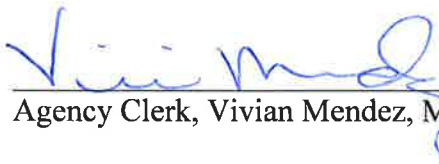
Chair O'Rourke asked that staff install pedestrian crossing signs on 7th Street and Park Avenue.

ADJOURNMENT

There being no further business to come before the CRA Board and after a motion to adjourn by Vice-Chair Glas-Castro and seconded by Board Member Michaud, and by unanimous vote, the meeting adjourned at 8:22 p.m.



Chair, Michael O'Rourke



Agency Clerk, Vivian Mendez, MMC



Approved on this 7 of July, 2021



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 6-16-21

Cards must be submitted before the item is discussed!!
***Three (3) minute limitation on all comments

Name: Mrs Edward MUNOZ (Susan)
Address: 512 LOS JARON PALM BEACH GARDENS

If you are interested in receiving Town information through Email, please
provide your E-mail address: ehmunoz@msn.com

I would like to make comments on the following Agenda Item:

APBC

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

①



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 6/16/21

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: MARY JANE ZAPP

Address: 1322 Pine Rd WPB 33406

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:
ARTISTS OF PALM BEACH COUNTY APBC

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

2



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 6/16/21

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: RICK GOOSELL
Address: 410 9th ST

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:
ART ON PARK
BROW HOUSE

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

(3)
(4)



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 6/16/21

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Barbara Powell
Address: 95 Sparrow Dr, Royal Palm Beach, FL 33411
If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:
Consent Agenda, #3 ITEM

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

Did not
speak

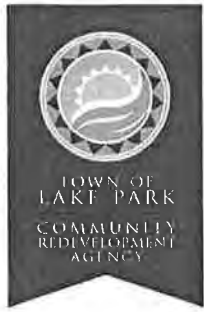


Exhibit "A"

CRA
Agenda Request Form

Meeting Date: June 16, 2021

Agenda Item No.

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

Originating Department: Executive Director John D'Agostino	Costs: \$ Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: <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
---	--	---

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 Enginerring Services.

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

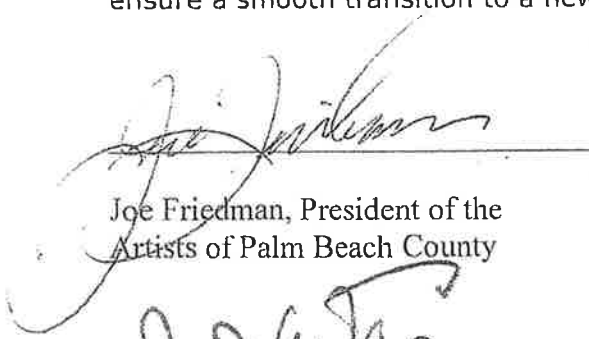
Memorandum of Agreement between the Artists of Palm Beach and the Community
Redevelopment Authority

November 15, 2019

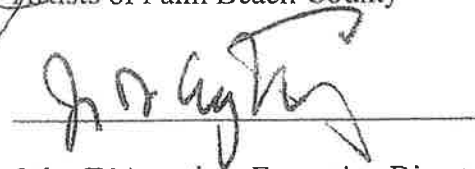
The Artists of Palm Beach County, hereafter known as APBC, agree to move forward with the Community Redevelopment Authority in partnership to find a new home in the CRA District. The CRA Agrees to financially fund on behalf of the APBC Rent, moving costs, storage costs, and, if necessary, to build out 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











FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME O'Rourke Michael		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Community Redevelopment A	
MAILING ADDRESS 535 Park Ave		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Lake Park	COUNTY Palm Beach	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED June 16, 2021		NAME OF POLITICAL SUBDIVISION Town of Lake Park CRA	
		MY POSITION IS: Mayor <input checked="" type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTIVE to CRA	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Michael O'Rourke, hereby disclose that on June 16, 20 21:

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of Brewhouse Galley and 700 Buk Ave., by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I, Michael O'Rourke, work at the Brewhouse Gallery.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

6-16-21

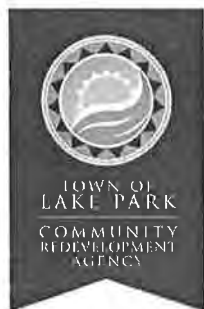
Date Filed



Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

Exhibit "C"



CRA
Agenda Request Form

Meeting Date: June 16, 2021,

Agenda Item No.

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

- | | |
|---|---|
| <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: 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

SUBJECT	Property Address: 610 7th St City: Lake Park State: FL Zip Code: 33403																																																													
	County: Palm Beach Legal Description: KELSEY CITY LTS 47 & 48 BLK 10	Assessor's Parcel #: 36434220010100470																																																												
	Tax Year: 2020 R.E. Taxes: \$ 3,364.79 Special Assessments: \$ 0 Borrower (if applicable): N/A																																																													
ASSIGNMENT	Current Owner of Record: Stewart, Leabert Occupant: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant <input type="checkbox"/> Manufactured Housing																																																													
	Project Type: <input type="checkbox"/> PUD <input type="checkbox"/> Condominium <input type="checkbox"/> Cooperative <input checked="" type="checkbox"/> Other (describe) Single Family HOA: \$ 0 <input type="checkbox"/> per year <input type="checkbox"/> per month																																																													
	Market Area Name: Lake Park Map Reference: 48424 Census Tract: 0011.01																																																													
MARKET AREA DESCRIPTION	The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)																																																													
	This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective																																																													
	Approaches developed for this appraisal: <input checked="" type="checkbox"/> Sales Comparison Approach <input checked="" type="checkbox"/> Cost Approach <input type="checkbox"/> Income Approach (See Reconciliation Comments and Scope of Work)																																																													
SITE DESCRIPTION	Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)																																																													
	Intended Use: Establishing a purchase or selling price																																																													
	Intended User(s) (by name or type): Town of Lake Park c/o Anders Viane																																																													
MARKET AREA DESCRIPTION	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																																																													
	Location: <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural																																																													
MARKET AREA DESCRIPTION	Built up: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%																																																													
	Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow																																																													
	Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining																																																													
MARKET AREA DESCRIPTION	Demand/supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply																																																													
	Marketing time: <input type="checkbox"/> Under 3 Mos <input checked="" type="checkbox"/> 3-6 Mos <input type="checkbox"/> Over 6 Mos																																																													
	Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): The Subject Property is located in a small subdivision in Lake Park known as Kelsey City. Close to shopping, schools, restaurants, the Kelsey Theater, and the Lake Park library. Homes vary in size, age, style, condition, and quality. Conventional financing is readily available. Based upon the local MLS marketing time is around 3-6 months with older or unique properties having extended market times. The market is on a steady upswing with values gradually increasing.																																																													
MARKET AREA DESCRIPTION	Dimensions: Rectangular Site Area: 5 000 sf																																																													
	Zoning Classification: R-2 Description: Low Density Residential																																																													
	Zoning Compliance: <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (grandfathered) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning																																																													
MARKET AREA DESCRIPTION	Are CC&Rs applicable? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown Have the documents been reviewed? <input type="checkbox"/> Yes <input type="checkbox"/> No Ground Rent (if applicable) \$ /																																																													
	Highest & Best Use as improved: <input checked="" type="checkbox"/> Present use, or <input type="checkbox"/> Other use (explain)																																																													
	Actual Use as of Effective Date: Residential Use as appraised in this report: Residential																																																													
MARKET AREA DESCRIPTION	Summary of Highest & Best Use: The Highest and Best Use of the subject property is for continued residential use.																																																													
	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Utilities</th> <th>Public</th> <th>Other</th> <th>Provider/Description</th> <th>Off-site Improvements</th> <th>Type</th> <th>Public</th> <th>Private</th> <th>Topography</th> <th>Nearly Level</th> </tr> </thead> <tbody> <tr> <td>Electricity</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>FPL</td> <td>Street</td> <td>Paved</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Size</td> <td>Typical</td> </tr> <tr> <td>Gas</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> <td>Curb/Gutter</td> <td>Concrete</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Shape</td> <td>Rectangular</td> </tr> <tr> <td>Water</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> <td>Sidewalk</td> <td>Concrete</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Drainage</td> <td>Appears adequate</td> </tr> <tr> <td>Sanitary Sewer</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> <td>Street Lights</td> <td>Pole</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>View</td> <td>Parking Lot</td> </tr> <tr> <td>Storm Sewer</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> <td>Alley</td> <td>None</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> <td></td> </tr> </tbody> </table>		Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Topography	Nearly Level	Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	FPL	Street	Paved	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Size	Typical	Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Curb/Gutter	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shape	Rectangular	Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Sidewalk	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Drainage	Appears adequate	Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Street Lights	Pole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	View	Parking Lot	Storm Sewer	<input type="checkbox"/>	<input type="checkbox"/>		Alley	None	<input type="checkbox"/>	<input type="checkbox"/>		
	Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Topography	Nearly Level																																																				
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	FPL	Street	Paved	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Size	Typical																																																					
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Curb/Gutter	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shape	Rectangular																																																					
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Sidewalk	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Drainage	Appears adequate																																																					
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Street Lights	Pole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	View	Parking Lot																																																					
Storm Sewer	<input type="checkbox"/>	<input type="checkbox"/>		Alley	None	<input type="checkbox"/>	<input type="checkbox"/>																																																							
Other site elements: <input type="checkbox"/> Inside Lot <input type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac <input type="checkbox"/> Underground Utilities <input type="checkbox"/> Other (describe)																																																														
FEMA Spec'l Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone X FEMA Map # 12099C0589F FEMA Map Date 10/05/2017																																																														
MARKET AREA DESCRIPTION	Site Comments: The Subject Property backs up to a parking lot and has commercial parking to the North of the Subject Property																																																													
	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>General Description</th> <th>Exterior Description</th> <th>Foundation</th> <th>Basement</th> <th>Heating</th> </tr> </thead> <tbody> <tr> <td># of Units 1 <input type="checkbox"/> Acc Unit</td> <td>Foundation Poured Concrete</td> <td>Slab Concrete</td> <td><input checked="" type="checkbox"/> None</td> <td>Type</td> </tr> <tr> <td># of Stories 1</td> <td>Exterior Walls Blk, Stucco, Frm</td> <td>Crawl Space None</td> <td>Area Sq Ft</td> <td>Fuel</td> </tr> <tr> <td>Type <input checked="" type="checkbox"/> Det <input type="checkbox"/> Att <input type="checkbox"/></td> <td>Roof Surface Shingles/Avg</td> <td>Basement None</td> <td>Ceiling</td> <td>Cooling</td> </tr> <tr> <td>Design (Style) Ranch</td> <td>Gutters & Dwnspnts Gutters/Avg</td> <td>Sump Pump <input type="checkbox"/></td> <td>Walls</td> <td>Central</td> </tr> <tr> <td><input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und Cons</td> <td>Window Type Single Hung/Avg</td> <td>Dampness <input type="checkbox"/></td> <td>Floor</td> <td>Other Window Units</td> </tr> <tr> <td>Actual Age (Yrs.) 64</td> <td>Storm/Screens Yes</td> <td>Settlement</td> <td>Outside Entry</td> <td></td> </tr> <tr> <td>Effective Age (Yrs.) 24</td> <td></td> <td>Infestation</td> <td></td> <td></td> </tr> </tbody> </table>		General Description	Exterior Description	Foundation	Basement	Heating	# of Units 1 <input type="checkbox"/> Acc Unit	Foundation Poured Concrete	Slab Concrete	<input checked="" type="checkbox"/> None	Type	# of Stories 1	Exterior Walls Blk, Stucco, Frm	Crawl Space None	Area Sq Ft	Fuel	Type <input checked="" type="checkbox"/> Det <input type="checkbox"/> Att <input type="checkbox"/>	Roof Surface Shingles/Avg	Basement None	Ceiling	Cooling	Design (Style) Ranch	Gutters & Dwnspnts Gutters/Avg	Sump Pump <input type="checkbox"/>	Walls	Central	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und Cons	Window Type Single Hung/Avg	Dampness <input type="checkbox"/>	Floor	Other Window Units	Actual Age (Yrs.) 64	Storm/Screens Yes	Settlement	Outside Entry		Effective Age (Yrs.) 24		Infestation																						
	General Description	Exterior Description	Foundation	Basement	Heating																																																									
# of Units 1 <input type="checkbox"/> Acc Unit	Foundation Poured Concrete	Slab Concrete	<input checked="" type="checkbox"/> None	Type																																																										
# of Stories 1	Exterior Walls Blk, Stucco, Frm	Crawl Space None	Area Sq Ft	Fuel																																																										
Type <input checked="" type="checkbox"/> Det <input type="checkbox"/> Att <input type="checkbox"/>	Roof Surface Shingles/Avg	Basement None	Ceiling	Cooling																																																										
Design (Style) Ranch	Gutters & Dwnspnts Gutters/Avg	Sump Pump <input type="checkbox"/>	Walls	Central																																																										
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und Cons	Window Type Single Hung/Avg	Dampness <input type="checkbox"/>	Floor	Other Window Units																																																										
Actual Age (Yrs.) 64	Storm/Screens Yes	Settlement	Outside Entry																																																											
Effective Age (Yrs.) 24		Infestation																																																												
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Interior Description</th> <th>Appliances</th> <th>Attic</th> <th>Amenities</th> <th>Car Storage</th> </tr> </thead> <tbody> <tr> <td>Floors Tile/Avg</td> <td>Refrigerator <input type="checkbox"/></td> <td>Attic <input type="checkbox"/> None</td> <td>Fireplace(s) # 0</td> <td>Garage # of cars (Tot) <input checked="" type="checkbox"/> None</td> </tr> <tr> <td>Walls Plaster/Avg</td> <td>Range/Oven <input checked="" type="checkbox"/></td> <td>Stairs <input type="checkbox"/></td> <td>Patio Patio</td> <td>Attach</td> </tr> <tr> <td>Trim/Finish Wood/Avg</td> <td>Disposal <input type="checkbox"/></td> <td>Scuttle <input checked="" type="checkbox"/></td> <td>Deck Deck</td> <td>Detach</td> </tr> <tr> <td>Bath Floor Tile/Avg</td> <td>Dishwasher <input type="checkbox"/></td> <td>Doorway <input type="checkbox"/></td> <td>Porch Sm Pch</td> <td>Blt -In</td> </tr> <tr> <td>Bath Wainscot Tile/Avg</td> <td>Fan/Hood <input type="checkbox"/></td> <td>Floor <input type="checkbox"/></td> <td>Fence Fence</td> <td>Carport</td> </tr> <tr> <td>Doors Wood/Avg</td> <td>Microwave <input type="checkbox"/></td> <td>Heated <input type="checkbox"/></td> <td>Pool None</td> <td>Driveway</td> </tr> <tr> <td></td> <td>Washer/Dryer <input type="checkbox"/></td> <td>Finished <input type="checkbox"/></td> <td>Other Bonus Rm/Stg</td> <td>Surface</td> </tr> </tbody> </table>		Interior Description	Appliances	Attic	Amenities	Car Storage	Floors Tile/Avg	Refrigerator <input type="checkbox"/>	Attic <input type="checkbox"/> None	Fireplace(s) # 0	Garage # of cars (Tot) <input checked="" type="checkbox"/> None	Walls Plaster/Avg	Range/Oven <input checked="" type="checkbox"/>	Stairs <input type="checkbox"/>	Patio Patio	Attach	Trim/Finish Wood/Avg	Disposal <input type="checkbox"/>	Scuttle <input checked="" type="checkbox"/>	Deck Deck	Detach	Bath Floor Tile/Avg	Dishwasher <input type="checkbox"/>	Doorway <input type="checkbox"/>	Porch Sm Pch	Blt -In	Bath Wainscot Tile/Avg	Fan/Hood <input type="checkbox"/>	Floor <input type="checkbox"/>	Fence Fence	Carport	Doors Wood/Avg	Microwave <input type="checkbox"/>	Heated <input type="checkbox"/>	Pool None	Driveway		Washer/Dryer <input type="checkbox"/>	Finished <input type="checkbox"/>	Other Bonus Rm/Stg	Surface																					
Interior Description	Appliances	Attic	Amenities	Car Storage																																																										
Floors Tile/Avg	Refrigerator <input type="checkbox"/>	Attic <input type="checkbox"/> None	Fireplace(s) # 0	Garage # of cars (Tot) <input checked="" type="checkbox"/> None																																																										
Walls Plaster/Avg	Range/Oven <input checked="" type="checkbox"/>	Stairs <input type="checkbox"/>	Patio Patio	Attach																																																										
Trim/Finish Wood/Avg	Disposal <input type="checkbox"/>	Scuttle <input checked="" type="checkbox"/>	Deck Deck	Detach																																																										
Bath Floor Tile/Avg	Dishwasher <input type="checkbox"/>	Doorway <input type="checkbox"/>	Porch Sm Pch	Blt -In																																																										
Bath Wainscot Tile/Avg	Fan/Hood <input type="checkbox"/>	Floor <input type="checkbox"/>	Fence Fence	Carport																																																										
Doors Wood/Avg	Microwave <input type="checkbox"/>	Heated <input type="checkbox"/>	Pool None	Driveway																																																										
	Washer/Dryer <input type="checkbox"/>	Finished <input type="checkbox"/>	Other Bonus Rm/Stg	Surface																																																										
Finished area above grade contains: 5 Rooms 3 Bedrooms 1 Bath(s) 997 Square Feet of Gross Living Area Above Grade																																																														
Additional features: Entry, patio, tile floors, upgrade vanity in bath, upgrade fans, sm.porch, and bonus/storage room 189 sf.																																																														
Describe the condition of the property (including physical, functional and external obsolescence): Per MLS the Subject Property has newer fans, new entry door, new bedroom doors, new toilet, new vanity and sink in bath, new paint, and newer windows. The home has dated floor coverings, closets, kitchen, ceilings, and does not have central air. There was a minor chip noticed on one block wall and kitchen counter needs minor repair. The Subject Property has a storage/bonus room. Per the Palm Beach Property Card this area is 189 sf and is classified as semi finished base area. This area for market value is not considered to be finished living but is given value in the market grid as a bonus room/storage.																																																														

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.

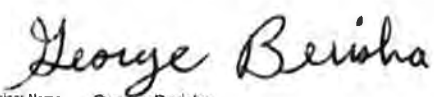
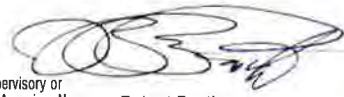
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Address	610 7th St Lake Park, FL 33403	718 Foresteria Dr Lake Park, FL 33403	501 Foresteria Dr Lake Park, FL 33403	327 Evergreen Dr Lake Park, FL 33403
Proximity to Subject		0.04 miles SW	0.25 miles E	0.46 miles E
Sale Price	\$	\$ 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 Concessions		Armlth Conv,0	Armlth Conv,0	Armlth 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
Gross Living Area	997 sq ft	1,320 sq ft -24,200	1,036 sq ft	1,254 sq ft -19,300
Basement & Finished 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 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	
COST APPROACH	ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW
	Source of cost data: Builders & Local Market Sources
	Quality rating from cost service: _____ Effective date of cost data: _____
	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).
	OPINION OF SITE VALUE = \$ 60,000
	DWELLING 997 Sq Ft @ \$ 190.00 = \$ 189,430
	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	
"As-is" Value of Site Improvements = \$ 15,000	
Estimated Remaining Economic Life (if required): 51 Years	
INDICATED VALUE BY COST APPROACH = \$ 232,372	
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	
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	
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: Living SF for the Subject Property was based upon the Palm Beach County Property Appraiser.	
<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.	
A true and complete copy of this report contains 24 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"/> _____ <input checked="" type="checkbox"/> License <input checked="" type="checkbox"/> Qualifications	
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 Fax: _____ Phone: (561) 833-1661 Fax: _____	
E-Mail: gberisha@andersoncarr.com E-Mail: rbanting@andersoncarr.com	
Date of Report (Signature): 05/26/2021 Date of Report (Signature): 05/26/2021	
License or Certification #: Cert Res RD5756 State: FL License or Certification #: Cert Gen RZ4 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: _____	

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	B11 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.			DESCRIPTION +(-) \$ Adjust.		
Sales or Financing Concessions		Armlth 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								
View	Parking Lot	Stores/Parking Lot								
Design (Style)	Ranch	Ranch								
Quality of Construction	Average(+)	Average(+)								
Age	64	59								
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						
Gross Living Area	997 sq.ft.	900 sq.ft.			+7,300			sq.ft.		
Basement & Finished 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	Fnc, 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.

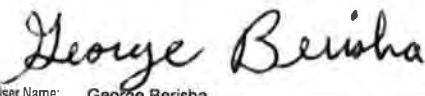

Additional Certifications:

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
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):
 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 -10/2012
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 Behearn, 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 coverage 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



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

1. PROPERTY DESCRIPTION:

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

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

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

Other Personal Property items included in this purchase are: KITCHEN, MICROWAVE, FRIDGE

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

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

PURCHASE PRICE AND CLOSING

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

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

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

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

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

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

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

(d) Other: \$

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

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

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

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

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

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

Buyer's Initials MPB OP
FloridaRealtors/FloridaBar-ASIS-5x Rev.6/19 © 2017 Florida Realtors® and The Florida Bar. All rights reserved.

Page 1 of 12 Seller's Initials _____

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.

Buyer's Initials MPB OP
 FloridaRealtors/FloridaBar-ASIS-5x Rev.6/19 © 2017 Florida Realtors® and The Florida Bar. All rights reserved.

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

MPB OP

Page 3 of 12

Seller's Initials

FloridaRealtors/FloridaBar-ASIS-5x Rev.6/19 © 2017 Florida Realtors® and The Florida Bar. All rights reserved.

- 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.

199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525
 526
 527
 528
 529
 530
 531
 532
 533
 534
 535
 536
 537
 538
 539
 540
 541
 542
 543
 544
 545
 546
 547
 548
 549
 550
 551
 552
 553
 554
 555
 556
 557
 558
 559
 560
 561
 562
 563
 564
 565
 566
 567
 568
 569
 570
 571
 572
 573
 574
 575
 576
 577
 578
 579
 580
 581
 582
 583
 584
 585
 586
 587
 588
 589
 590
 591
 592
 593
 594
 595
 596
 597
 598
 599
 600
 601
 602
 603
 604
 605
 606
 607
 608
 609
 610
 611
 612
 613
 614
 615
 616
 617
 618
 619
 620
 621
 622
 623
 624
 625
 626
 627
 628
 629
 630
 631
 632
 633
 634
 635
 636
 637
 638
 639
 640
 641
 642
 643
 644
 645
 646
 647
 648
 649
 650
 651
 652
 653
 654
 655
 656
 657
 658
 659
 660
 661
 662
 663
 664
 665
 666
 667
 668
 669
 670
 671
 672
 673
 674
 675
 676
 677
 678
 679
 680
 681
 682
 683
 684
 685
 686
 687
 688
 689
 690
 691
 692
 693
 694
 695
 696
 697
 698
 699
 700
 701
 702
 703
 704
 705
 706
 707
 708
 709
 710
 711
 712
 713
 714
 715
 716
 717
 718
 719
 720
 721
 722
 723
 724
 725
 726
 727
 728
 729
 730
 731
 732
 733
 734
 735
 736
 737
 738
 739
 740
 741
 742
 743
 744
 745
 746
 747
 748
 749
 750
 751
 752
 753
 754
 755
 756
 757
 758
 759
 760
 761
 762
 763
 764
 765
 766
 767
 768
 769
 770
 771
 772
 773
 774
 775
 776
 777
 778
 779
 780
 781
 782
 783
 784
 785
 786
 787
 788
 789
 790
 791
 792
 793
 794
 795
 796
 797
 798
 799
 800
 801
 802
 803
 804
 805
 806
 807
 808
 809
 810
 811
 812
 813
 814
 815
 816
 817
 818
 819
 820
 821
 822
 823
 824
 825
 826
 827
 828
 829
 830
 831
 832
 833
 834
 835
 836
 837
 838
 839
 840
 841
 842
 843
 844
 845
 846
 847
 848
 849
 850
 851
 852
 853
 854
 855
 856
 857
 858
 859
 860
 861
 862
 863
 864
 865
 866
 867
 868
 869
 870
 871
 872
 873
 874
 875
 876
 877
 878
 879
 880
 881
 882
 883
 884
 885
 886
 887
 888
 889
 890
 891
 892
 893
 894
 895
 896
 897
 898
 899
 900
 901
 902
 903
 904
 905
 906
 907
 908
 909
 910
 911
 912
 913
 914
 915
 916
 917
 918
 919
 920
 921
 922
 923
 924
 925
 926
 927
 928
 929
 930
 931
 932
 933
 934
 935
 936
 937
 938
 939
 940
 941
 942
 943
 944
 945
 946
 947
 948
 949
 950
 951
 952
 953
 954
 955
 956
 957
 958
 959
 960
 961
 962
 963
 964
 965
 966
 967
 968
 969
 970
 971
 972
 973
 974
 975
 976
 977
 978
 979
 980
 981
 982
 983
 984
 985
 986
 987
 988
 989
 990
 991
 992
 993
 994
 995
 996
 997
 998
 999
 1000

MPB OP

Buyer's Initials _____ Page 4 of 12 Seller's Initials _____
 FloridaRealtors/FloridaBar-ASIS-5x Rev.6/19 © 2017 Florida Realtors® and The Florida Bar. All rights reserved.

- 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,

Buyer's Initials MPB OP
 FloridaRealtors/FloridaBar-ASIS-5x

Page 5 of 12

Seller's Initials _____

Rev.6/19 © 2017 Florida Realtors® and The Florida Bar. All rights reserved.

consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

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

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

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

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

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

Buyer's Initials MPB CP
FloridaRealtors/FloridaBar-ASIS-5x

Page 6 of 12

Seller's Initials _____

Rev.6/19 © 2017 Florida Realtors® and The Florida Bar. All rights reserved.

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,

383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

Buyer's Initials MPB OP

Page 7 of 12

Seller's Initials _____

FloridaRealtors/FloridaBar-ASIS-5x Rev.6/19 © 2017 Florida Realtors® and The Florida Bar. All rights reserved.

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

Buyer's Initials MPB OP
FloridaRealtors/FloridaBar-ASIS-5x

Seller's Initials _____

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 CP
FloridaRealtors/FloridaBar-ASIS-5x

Seller's Initials _____

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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

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

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

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

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

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

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

T. RESERVED.

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

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

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

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

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

Buyer's Initials MPB OP
FloridaRealtors/FloridaBar-ASIS-5x

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 | <input type="checkbox"/> W. Back-up Contract |
| <input type="checkbox"/> E. FHA/VA Financing | Line | <input type="checkbox"/> X. Kick-out Clause |
| <input checked="" type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> Y. Seller's Attorney Approval |
| <input type="checkbox"/> G. Short Sale | <input checked="" type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> Z. Buyer's Attorney Approval |
| <input type="checkbox"/> H. Homeowners/Flood Ins. | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> I. RESERVED | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <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

- 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 Page 11 of 12 Seller's Initials _____
 FloridaRealtors/FloridaBar-ASIS-5x Rev.6/19 © 2017 Florida Realtors® and The Florida Bar. All rights reserved.

**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)

- (c) Buyer has received copies of all information listed above.
- (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (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)

- (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>W Stewart</u>	4/24/2021
SELLER	Date	BUYER <u>OP</u>	Date 4/24/2021
_____	_____	BUYER <u>MPB</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.





AGENDA

Special Call

Community Redevelopment Agency Meeting

Wednesday, July 7, 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
Christiane Francois	—	Board Member
John Linden	—	Board Member
Roger Michaud	—	Board Member
Henry K. Stark	—	Board Member
<hr style="border-top: 1px dashed black;"/>		
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 PRESENTATION/REPORT:**

None

D. **CONSENT AGENDA:**

1. June 16, 2020 Community Redevelopment Agency Board Meeting Minutes Tab 1

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:**

2. Sign the Purchase and Sales Agreement between the Community Redevelopment Agency and Leabert Stewart, Property Owner of 610 7th Street. Tab

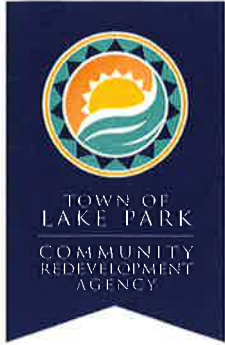
G. EXECUTIVE DIRECTOR REPORT:

H. BOARD MEMBER COMMENTS

I. REQUEST FOR FUTURE AGENDA ITEMS:

J. ADJOURNMENT

The next scheduled Special Call Community Redevelopment Agency Board Meeting will be conducted on August 18, 2021.



Minutes
Town of Lake Park, Florida
Special Call
Community Redevelopment Agency
Board Meeting
Wednesday, July 7, 2021, 6:30 P.M.
Town Hall Commission Chamber,
535 Park Avenue, Lake Park, Florida 33403

The Community Redevelopment Agency Board met for a Special Call Meeting on Wednesday, July 7, 2021 at 6:30 p.m. Present were Chair Michael O'Rourke, Vice-Chair Kimberly Glas-Castro, Board Members John Linden, Roger Michaud, Executive Director John D'Agostino, Agency Attorney Thomas Baird, and Agency Clerk Vivian Mendez. Board Members Erin Flaherty and Henry K. Stark were absent.

Agency Clerk Mendez performed the roll call and Chair O'Rourke led the pledge of allegiance.

SPECIAL PRESENTATION/REPORT:

. None

Consent Agenda:

- 1. June 16, 2021 Community Redevelopment Agency Board Meeting Minutes.**

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

Vote on Motion:

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

Motion passed 4-0.

NEW BUSINESS:

- 2. Sign the Purchase and Sales Agreement between the Community Redevelopment Agency and Leabert Stewart, Property Owner of 610 7th Street.**

Executive Director D'Agostino explained the item. Vice-Chair Glas-Castro expressed concerns regarding the CRA paying the closing costs, and costs exceeding the appraised

value. She questioned if paying the closing costs were a violation of the purchasing policy. Executive Director D’Agostino explained that paying the closing costs was not a violation of the purchasing policy. Agency Attorney Baird explained that the closing costs were not the same as an appraised value. He stated, “The appraised value of the land is what it’s appraised at; the closing costs, are costs assessed as part of the Real Estate transaction”. Discussion ensued regarding the applicability of the Town purchasing ordinance as related to the CRA purchase.

Motion: Board Member Linden moved to approve Resolution 39-07-21; Board Member Michaud seconded the motion.

Vice-Chair Glas-Castro questioned what was included in the closing costs. Executive Director D’Agostino explained the closing costs were included in the Draft Buyer/Seller Settlement Statement (see Exhibit “A”). Vice-Chair Glas-Castro questioned why Attorney Fees and Lien Search payment were necessary. Agency Attorney Baird explained that all previously reviewed costs by Executive Director D’Agostino were standard and typical closing costs that are paid in a Real Estate transaction.

Vote on Motion:

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

Motion passed 3-1.

EXECUTIVE DIRECTOR REPORT:

Executive Director D’Agostino had no report.

BOARD MEMBERS COMMENTS:

Board Member Flaherty was absent.

Board Member Linden had no comments.

Board Member Michaud had no comments.

Board Member Stark was absent.

Vice-Chair Glas-Castro had no comments.


Chair O’Rourke had no comments.

ADJOURNMENT

There being no further business to come before the CRA Board and by unanimous vote, the meeting adjourned at 6:46 p.m.



Chair, Michael O'Rourke



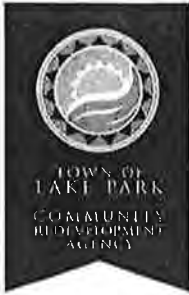
Agency Clerk, Vivian Mendez, MMC

Agency Deputy Clerk, Shaquita Edwards, MPA, MMC



Approved on this 1 of September, 2021

Exhibit "A"



**CRA
Agenda Request Form
SPECIAL CALL MEETING**

Meeting Date: July 7, 2021

Agenda Item No.

Agenda Title: Sign the Purchase and Sales Agreement between the CRA and Leabert Stewart, Property owner of 610 7th Street

- | | |
|---|---|
| <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:** 7-1-2021
John O. D'Agostino, Executive Director

Name/Title

Originating Department:	Costs: \$ 233,746.60 Funding Source: Acct. # <u>110-399.999</u> <input type="checkbox"/> Finance <u><i>Laurel D'Agostino</i></u>	Attachments: <ul style="list-style-type: none"> As is Residential Contract for the Sale and purchase of 610 7th Street Property in the CRA Boundries. Settlement Statement (Closing Costs)
--------------------------------	---	--

Summary Explanation/Background: At the last meeting of the Board of Directors of the CRA, the Executive Director discussed the purchase of a strategic property abutting the public parking lot under construction behind the 700 block commercial property on Park Avenue. The acquisition of the property was identified under the CRA Master Plan.

The Board of Director's over the past two years have discussed the possibility of constructing a Parking Garage as business demand for such parking increases. The Board

of Director's voted to construct surface parking. The discussion and vote was the first step in a multi-step process to eventually constructed a 5 level parking garage.

The CRA vision to increase density in the PADD and to expand the PADD on 10 Street will likely happen within the next few months. Such density increase will require the construction of a parking garage as additional businesses, resturants, and mixed use structures are built along Park Avenue. Furthermore, as demand for micro-breweries and distilleries grows the vision is to create a destination location for Park Avenue which will require accomidations for access and parking in the downtown area.

The purchase of 610 7th Street was approved by the Board of Directors in the amount of \$229,000. After discussions with the Real Estate Company representing the sellor, also included as a condition of sale, that the buyer (CRA) also pay closing costs. The closing costs for the sale of 610 7th Street are \$4,746.60.

Recommended Motion: Motion to Approvel Resolution 39-07-21

RESOLUTION 39-07-21

A RESOLUTION OF THE TOWN COMMISSION AND THE CRA BOARD OF DIRECTORS TO PURCHASE PROPERTY WITHIN THE CRA DISTRICT/BOUNDARIES IN COMPLIANCE WITH THE CRA MASTER PLAN. FURTHERMORE, TO AUTHORIZE THE CHAIR OF THE BOARD OF DIRECTORS TO SIGN THE PURCHASE AND SALES AGREEMENT TO THE ACQUIRE PARCEL LOTS 47 AND 48 BLOCK10 PLAT OF KELSEY CITY PLAT BOOK 8, PAGE 27 ALSO KNOWN AS 610 7TH STREET PROPERTY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the CRA has all of the powers and authority conferred upon it pursuant to the Florida Constitution and Chapter 163, Florida Statutes; and

WHEREAS, pursuant to 163.360 Community Redevelopment Plans of the CRA which has identified the site for public parking; and

WHEREAS, the Executive Director has recommended to the Board of Directors to purchase said property to extend additional parking and access from 7th street for the purpose of public parking for CRA businesses; and

WHEREAS, the Board of Director's voted to purchase said property in the amount of \$229,000; and

WHEREAS, the CRA Board of Directors and the Executive Director agreed that to expand parking and to build a future-parking garage, the 610 7th street parcel is critical to complete and enhance future parking needs of the CRA.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS AND THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Chairman of the Board of Directors is authorized and directed to execute the purchase and sales agreement in Addendum A.

Section 3. This Resolution shall be effective upon execution.

1* **PARTIES:** Leabert Stewart ("Seller"),
2* and Lake Park Community Redevelopment Agency ("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 Street, Lake Park, FL 33403
8* (b) Located in: Palm Beach County, Florida. Property Tax ID #: 36-43-42-20-01-010-0470
9* (c) Real Property: The legal description is Lots 47 and 48, Block 10, Plat of Kelsey City (k/n/a Lake park), Plat
10 Book 8, Page 27, Public Records of Palm Beach County, Florida

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

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

19 Other Personal Property items included in this purchase are: _____

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

- 21 (e) The following items are excluded from the purchase: None

22 _____

23 _____

24 _____

25 _____

PURCHASE PRICE AND CLOSING

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)** \$ 22,900.00
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: Jones Foster P.A.

33* Address: 4741 Military Trail, Suite 200, Jupiter, FL 33403

34* Phone: 561-650-8241 E-mail: cskwierc@jonesfoster.com Fax: 561-650-5300

- 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..... \$ _____

- 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 \$ 206,100.00

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* _____, 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 July 31, 2021 ("Closing Date"), at the time established by the Closing Agent.

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.

Buyer's Initials _____

Page 2 of 12

Seller's Initials _____

FloridaRealtors/FloridaBar-ASIS-5x Rev. 6/19 © 2017 Florida Realtors® and The Florida Bar. All rights reserved.

Licensed to Alta Star Software and ID: D878813547_CV3Z.113291

Software and added formatting © 2021 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

(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 15 (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

- 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 20 (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.

- 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 7 (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,

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

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,

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

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552

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

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

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

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

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

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

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

T. RESERVED.

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

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

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

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

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568

parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

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

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

W. RESERVED

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

ADDENDA AND ADDITIONAL TERMS

569*
570

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

- | | | |
|--|---|---|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> 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 type="checkbox"/> F. Appraisal Contingency | <input 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 |

Other: _____

571*
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587

20. ADDITIONAL TERMS: _____
Buyer shall pay all closing costs, including, Documentary Stamp Tax on the deed, recording fees, title search fee, municipal lien search fee, settlement fee, and owner's title policy premium, but specifically excluding all broker commission and broker transaction fees due in connection with this transaction.

COUNTER-OFFER/REJECTION

588
589*
590
591*

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

592
593

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

594

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

595
596
597
598

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

599
600

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

Lake Park Community Redevelopment Agency

601*

Buyer: _____ Date: _____

602*

Buyer: _____ Date: _____

603*

Seller: _____ Date: _____
Leabert Stewart

604*

Seller: _____ Date: _____

605
606*
607*
608*

Buyer's address for purposes of notice
535 Park Avenue
Lake Park FL 33403

Seller's address for purposes of notice
610 7th Street
Lake Park, FL 33403

609
610
611
612
613
614

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

615*
616

Cooperating Sales Associate, if any

Ti-Anna Solomon
Listing Sales Associate

617*
618

Cooperating Broker, if any

Scuttina Signature Real Estate Group, LLC
Listing Broker



Buyer/Seller
Settlement Statement

A. Settlement Statement

B. Type of Loan

<input type="radio"/> 1. FHA	<input type="radio"/> 2. FmHA	<input type="radio"/> 3. Conv. Unins.	6. File Number 26608.29	7. Loan Number ID:	8. Mortg. Ins. Case Num.
<input type="radio"/> 4. V.A.	<input type="radio"/> 5. Conv. Ins.				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BUYER: Town of Lake Park Community Redevelopment Agency
Address of Buyer: 535 Park Avenue, Lake Park, Florida 33403

E. NAME OF SELLER: Seabert Stewart, a married man
Address of Seller: 810 7th Street, Lake Park, Florida 33403 TIN:

F. NAME OF LENDER:
Address of Lender:

G. PROPERTY LOCATION: 610 7th Street, Lake Park, Florida 33403

H. SETTLEMENT AGENT: Jones Foster P A
Place of Settlement: 4741 Military Trall, Suite 200, Jupiter, Florida 33458 TIN: 59-1292586
Phone: 561-659-3000

I. SETTLEMENT DATE: 7/30/21 DISBURSEMENT DATE: 7/30/21

J. Summary of buyer's transaction		K. Summary of seller's transaction	
100. Gross amount due from buyer:		400. Gross amount due to seller:	
101. Contract sales price	229,000.00	401. Contract sales price	229,000.00
102. Personal property		402. Personal property	
103. Settlement charges to buyer (Line 1400)	4,746.60	403	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		408. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from buyer:	233,746.60	420. Gross amount due to seller:	229,000.00
200. Amounts paid or in behalf of buyer:		500. Reductions in amount due to seller:	
201. Deposit or earnest money	22,900.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes from 01/01/21 to 07/30/21		511. County taxes from 01/01/21 to 07/30/21	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for buyer:	22,900.00	520. Total reductions in amount due seller:	0.00
300. Cash at settlement from/to buyer:		600. Cash at settlement to/from seller:	
301. Gross amount due from buyer (line 120)	233,746.60	601. Gross amount due to seller (line 420)	229,000.00
302. Less amount paid by/for the buyer (line 220)	(22,900.00)	602. Less total reductions in amount due seller (line 520)	0.00
303. Cash (<input checked="" type="checkbox"/> From <input type="checkbox"/> To) Buyer:	210,846.60	603. Cash (<input checked="" type="checkbox"/> To <input type="checkbox"/> From) Seller:	229,000.00

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: To determine if you have to report the sale or exchange of your main home on your tax return, see Instructions for Schedule D (Form 1040 or 1040-SR). If not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D for the appropriate income tax form.

L. Settlement charges				Buyer POC	Seller POC	Paid from Buyer's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Brokers Com. based on price	\$229,000.00 @	% =					
701.	% to						
702.	% to						
703. Commission paid at settlement							
704.	to						
800. Items payable in connection with loan:				Buyer POC	Seller POC		
801. Loan origination fee	% to						
802. Loan discount	% to						
803. Appraisal fee	to						
804. Credit report	to						
805. Lender's inspection fee	to						
806. Mortgage insurance application fee	to						
807. Assumption Fee	to						
808.	to						
809.	to						
810.	to						
811.	to						
900. Items required by lender to be paid in advance:				Buyer POC	Seller POC		
901. Interest from	to	@	/day				
902. Mortgage insurance premium for	months to						
903. Hazard insurance premium for	years to						
904. Flood insurance premium for	years to						
905.	years to						
1000. Reserves deposited with lender:				Buyer POC	Seller POC		
1001. Hazard insurance	months @		per month				
1002. Mortgage insurance	months @		per month				
1003. City property taxes	months @		per month				
1004. County property taxes	months @		per month				
1005. Annual assessments	months @		per month				
1006. Flood insurance	months @		per month				
1007.	months @		per month				
1008.	months @		per month				
1009. Aggregate accounting adjustment							
1100. Title charges:				Buyer POC	Seller POC		
1101. Settlement or closing fee	to Jones Foster P.A.					950.00	
1102. Abstract or title search	to Attorneys' Title Fund Services, LLC/Jones Foster P.A.					225.00	
1103. Title examination	to						
1104. Title insurance binder	to						
1105. Document preparation	to						
1106. Notary fees	to						
1107. Attorney's Fees	to Jones Foster P.A.					575.00	
(includes above item numbers:)							
1108. Title Insurance	to Old Republic Nat. Title/Jones, Foster					1,220.00	
(includes above item numbers:)							
1109. Lender's coverage (Premium):							
1110. Owner's coverage (Premium):	\$229,000.00 (\$1,220.00)						
1111. Endorse:							
1112. Municipal Lien Search (estimate)	to A-1 Title Support Services, Inc.					150.00	
1113.	to						
1200. Government recording and transfer charges:							
1201. Recording fees	Deed	\$23.60	Mortgage(s)	Releases		23.60	
1202. City/county tax/stamps	Deed		Mortgage(s)				
1203. State tax/stamps	Deed	\$1,603.00	Mortgage(s)			1,603.00	
1204.	to						
1205.	to						
1300. Additional settlement charges:				Buyer POC	Seller POC		
1301.	to						
1302.	to						
1303.	to						
1304.	to						
1305.	to						
1306.	to						
1307.	to						
1308.	to						
1309.							
1400. Total settlement charges:						4,746.60	0.00
(Enter on lines 103, Section J and 502, Section K)							

**BUYER/SELLER
SETTLEMENT STATEMENT ADDENDUM**

File Number: 26508.29

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

Buyer(s)

DRAFT

Seller(s)

Seabert Stewart

Settlement Agent

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Jones Foster P.A.

By: _____

Date: _____

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.



AGENDA

Special Call
Community Redevelopment Agency Workshop
Wednesday, August 4, 2021, 6:00 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
<hr style="border-top: 1px dashed black;"/>		
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:

1. Park Avenue Downtown District Discussion on Revised Land Development Regulations (LDR's) and Comprehensive Plan Amendments.

D. PUBLIC COMMENT

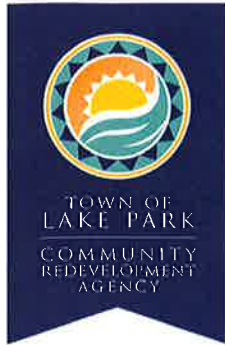
This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Agency Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

E. EXECUTIVE DIRECTOR REPORT:

F. BOARD MEMBER COMMENTS:

G. ADJOURNMENT

The next Special Call Community Redevelopment Agency Board Meeting will be conducted on August 18, 2021.



**Minutes
Town of Lake Park, Florida
Special Call
Community Redevelopment
Agency Workshop
Wednesday, August 4, 2021, 6:00 P.M
Town Hall Commission Chamber,
535 Park Avenue, Lake Park, Florida 33403**

The Community Redevelopment Agency Board met for a Special Call Workshop on Wednesday, August 4, 2021 at 6:00 p.m. Present were Chair Michael O'Rourke, Vice-Chair Kimberly Glas-Castro, Board Members Erin Flaherty, John Linden, Roger Michaud, Henry Stark, Executive Director John D'Agostino, Agency Attorney Thomas Baird, and Agency Clerk Vivian Mendez.

Agency Clerk Mendez performed the roll call and Chair O'Rourke led the pledge of allegiance.

SPECIAL PRESENTATION/REPORT:

1. Park Avenue Downtown District Discussion on Revised Land Development Regulations (LDR's) and Comprehensive Plan Amendments.

Community Development Director Nadia DiTommaso and Town Planner Anders Viane presented to the CRA Board (see Exhibit "A"). Chair O'Rourke and Board Member Linden questioned the inclusion and location of the proposed Tri-Rail Station on 10th Street. Community Development Director DiTommaso announced the proposed location was for consideration, she added that accommodations and code changes would have to be made to allow for different zoning regulations for publicly owned parcels. She announced that updates regarding the Tri-Rail plan had not been communicated to staff. Executive Director D'Agostino announced that the Treasure Coast Regional Planning Council was expected to provide an update to municipal governments regarding the Tri-Rail initiatives. Discussion ensued regarding the current zoning map and public parking. The CRA Board thanked Community Development Director DiTommaso and Town Planner Viane for their presentation. Community Development Director DiTommaso announced the next steps would include presenting a formal plan, comprehensive plan, and land development regulations. Executive Director D'Agostino announced the timelines as follows: comprehensive plan amendments would take place in August-October 2021; land development regulations would take place August-November 2021.

EXECUTIVE DIRECTOR REPORT:

Executive Director D'Agostino announced the comments within Exhibit "B".

Motion: Michaud 1st, Flaherty 2nd.

Attorney Baird announced that votes/actions could not be at Workshop Meetings.

BOARD MEMBERS COMMENTS:

Board Member Flaherty had no comments.

Board Member Linden had no comments.

Board Member Michaud had no comments.

Board Member Stark had no comments.

Vice-Chair Glas-Castro had no comments.

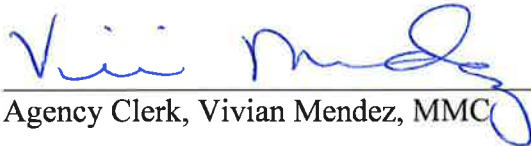
Chair O'Rourke had no comments.

ADJOURNMENT

There being no further business to come before the CRA Board and by unanimous vote, the meeting adjourned at 7:04 p.m.



Chair, Michael O'Rourke



Agency Clerk, Vivian Mendez, MMC

Agency Deputy Clerk, Shaquita Edwards, MPA, MMC



Approved on this 1 of September, 2021

SPECIAL CALL CRA BOARD/STAKEHOLDER WORKSHOP

PARK AVENUE DOWNTOWN DISTRICT (PADD)

WEDNESDAY, AUGUST 4, 2021 – 6:00 P.M.

TOWN OF
LAKE PARK



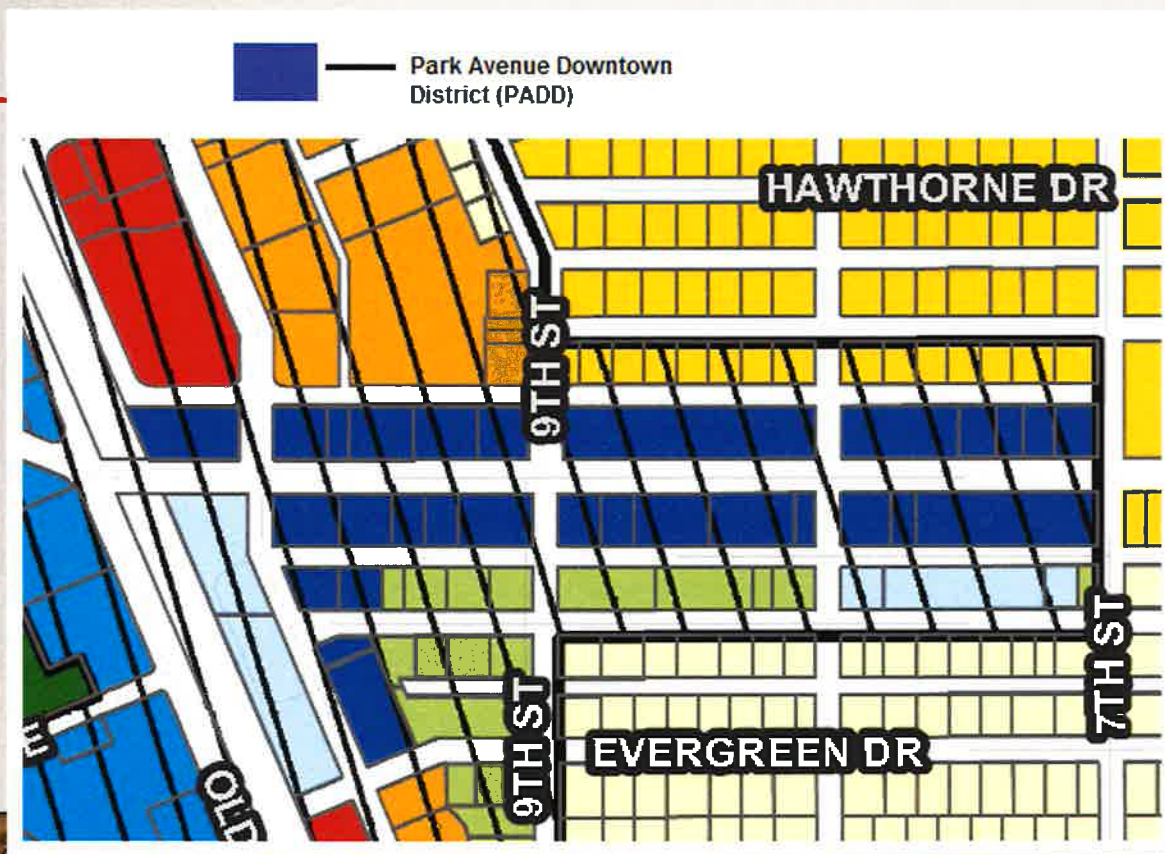
TOWN OF
LAKE PARK
COMMUNITY
REDEVELOPMENT
AGENCY

PURPOSE

RECAP

- Discuss the Park Avenue Downtown District code regulations codified in Town Code Section 78-70 and proposed comprehensive plan amendments
- Identify opportunities to make the regulations more business friendly
- Identify opportunities to further promote redevelopment through code modifications and increased densities

EXISTING PADD BOUNDARY



PROPOSED PADD BOUNDARY

PROPOSED



MODIFICATIONS

- Refine Definitions to reflect Permitted and Special Exception Uses similar to other Zoning Districts in the Town Code
- Streamline Waiver process to provide flexibility and encourage development
- Consolidate/streamline signage, landscaping and architectural design Code Sections so as to refer to the Town Code Sections already in place. Provide for supplemental regulations appropriate to the expanded area as it relates to adequate buffering and pedestrian connections adjacent to single-family areas.
- Redefine the ground floor window displays/coverings by providing new display measures that promote a clean appearance while still allowing privacy
- Sidewalk Cafe/Courtyard and Parking Sections modified recently and already updated (slight modifications only)
- USES: restructuring to provide for Permitted and Special Exception Uses and possibly eliminate 'Not Permitted Uses' and "Administrative Approval Uses" – allow for new uses such as Live-work units on the ground floor (Brewery, Brewpubs and Microbreweries are newer uses that will remain); Theatres and performing arts uses will be added and Massage Parlors along with other antiquated uses will be eliminated. Fast food and takeout restaurants are still being prohibited.

EXPANDED PADD AREA – PROPOSED REGULATING PLAN

- Providing for a Sub-District Regulating Plan that allows for a Core Area enabling more intense development and an Outer Area enabling a less intense development pattern – but still MORE intense than what it currently permitted – the CRA Board may or may not agree with the proposal (both areas also provide for Bonus Height Options with public improvement contributions)

COMPREHENSIVE PLAN AMENDMENTS

Downtown – Mixed Use development with a maximum F.A.R. of 5.0. **The maximum density shall not exceed an average of 48 (up from 27) dwelling units per gross acre, as calculated for the entire Downtown Land Use area.**

Residential uses shall comprise no less than 20 percent, or no more than 80 percent, of the floor area of any vertical mixed-use building, and no less than 20 percent and no more than 80 percent of the buildings on a development site or block face. **Horizontal mixed use is possible and bonus units may be granted in excess of the 48 units per acre, so long as the average density for the entire contiguous Downtown Land Use area does not exceed 48 units per acre.**

GREATER PADD – LOOKING TO THE FUTURE



(3) NEXT STEPS

- Comprehensive Plan Amendments (August through October 2021)
- Land Development Regulations (August through November 2021)



THANK YOU!

Contact Info:

Community Development Department

Nadia Di Tommaso (561)881-3319 - nditommaso@lakeparkflorida.gov

Karen Golonka (561)881-3320 ext. 325 – kgolonka@lakeparkflorida.gov

Anders Viane (561)881-3320 ext. 320 – aviane@lakeparkflorida.gov



**SPECIAL CALL CRA WORKSHOP
WEDNESDAY, AUGUST 4, 2021**

EXECUTIVE DIRECTOR COMMENTS

REQUEST FOR DIRECTION FROM THE CRA BOARD

Public Works Staff has identified an opportunity to increase the capacity of the new CRA Parking lot by adding approximately 22 additional parking stalls to the north side of Foresteria Dr, between 7th and 8th Streets. This additional work would follow appropriate public outreach and can be completed at no additional costs. Funding for this work would come from the Temporary Traffic Control (MOT) budget line item in the previously approved CRA Parking Lot project budget, which has been underutilized. At the Board's direction, staff can move forward with this project.



AGENDA

Community Redevelopment Agency
Meeting

Wednesday, September 1, 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
<hr style="border-top: 1px dashed black;"/>		
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 PRESENTATION/REPORT:

1. Presentation of the Fiscal Year 2021/2022 Community Redevelopment Agency Budget Tab 1

2. Request for Direction from the Community Redevelopment Agency Regarding Potential Uses for the Newly Acquired Property, Located at 610 7th Street. Tab 2

D. CONSENT AGENDA:

3. July 7, 2021 Community Redevelopment Agency Board Meeting Minutes Tab 3

4. August 4, 2021 Special Call Community Redevelopment Agency Board Workshop Minutes. Tab 4

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:

5. Resolution 45-08-21 Adopting the Fiscal Year 2021/2022 Community Redevelopment Agency Budget Tab 5

6. Request to Authorize the Community Redevelopment Agency (CRA) Executive Director to Accept a Proposal from Landscape Architecture Firm JMorton for the Provision of Professional Services Associated with the Proposed Park Avenue and 10th Street Landscape and Hardscape Refresh. Tab 6

7. Resolution 53-09-21 Authorizing and Directing the Executive Director to Renew Property and Casualty Insurance Coverage from the Florida Municipal Insurance Trust for the Community Redevelopment Agency for Fiscal Year 2022. Tab 7

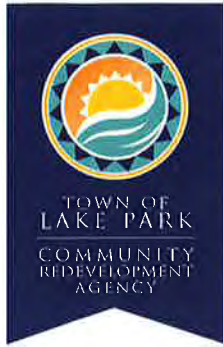
G. EXECUTIVE DIRECTOR REPORT:

H. BOARD MEMBER COMMENTS

I. REQUEST FOR FUTURE AGENDA ITEMS:

J. ADJOURNMENT

The next scheduled Special Call Community Redevelopment Agency Board Meeting will be conducted on October 6, 2021.



Minutes
Town of Lake Park, Florida
Community Redevelopment Agency
Wednesday, September 1, 2021, 6:30 P.M.
Town Hall Commission Chamber,
535 Park Avenue, Lake Park, Florida 33403

The Community Redevelopment Agency (CRA) Board met for a regular meeting on Wednesday, September 1, 2021 at 6:30 p.m. Present were Chair Michael O'Rourke, Vice-Chair Kimberly Glas-Castro, Board Members Erin Flaherty, Roger Michaud, Henry Stark Executive Director John D'Agostino, Agency Attorney Thomas Baird, and Agency Clerk Vivian Mendez. Board Member John Linden attended via Zoom.

Agency Clerk Mendez performed the roll call and Assistant Executive Director Bambi McKibbon-Turner led the pledge of allegiance.

SPECIAL PRESENTATION/REPORT:

1. Presentation of the Fiscal Year 2021/2022 Community Redevelopment Agency Budget.

Executive Director D'Agostino reviewed the CRA Budget. Chair O'Rourke questioned the associated landscape costs (design and improvements) for the CRA. Executive Director explained the associated costs were coupled within sidewalk improvements funds. Vice-Chair Glas-Castro asked for clarification on staff's recommendation to rent or purchase the holiday tree and menorah. Executive Director D'Agostino answered that staff would rent or purchase as desired by the CRA Board. Vice-Chair Glas-Castro asked for clarification regarding paying off the debt owed on 800 Park Avenue (Art on Park) so the bond is free and clear, allowing flexibility in use of the building. Executive Director D'Agostino explained the payoff was not provided for within the CRA Budget but in a balance carry-forward to be voted on by the Town Commission. Finance Director Lourdes Cariseo announced the pay-off for 800 Park Avenue was approximately \$100,000.00. Board Member Flaherty questioned the cost benefit analysis of renting (\$10,000.00) as to purchasing (\$20,000.00) the holiday tree. Special Events Director Riunite Franks explained that the estimates were received from Brandano Display, Inc. Chair O'Rourke expressed concerns regarding the execution for landscape and design. He announced he was in support of paying down debt within the CRA. Board Member Linden joined the meeting via Zoom at 6:50 p.m. Discussion ensued regarding the holiday tree rental, per consensus the CRA Board agreed to rent the holiday tree as opposed to purchase. Board Member Stark suggested the Board consider various locations for future holiday tree lighting ceremonies. He announced that he had a holiday tree that he would rent to the Town for \$1.00 per year for potential savings. Chair O'Rourke thanked Board Member Stark for his suggestion. Finance Director Cariseo explained that per the carry forward for 800 Park Avenue and the holiday tree rental adjustment, the CRA Revenue/Expenditure totals \$1,621,738.00.

2. Request for Direction from the Community Redevelopment Agency Regarding Potential Uses for the Newly Acquired Property, Located at 610 7th Street.

Public Works Director Roberto Traveiso introduced Project Manager John Wille to present design options for the property located at 610 7th Street (see Exhibit “A”). Design one- parking lot expansion, design two- fenced dog park, design three- Pocket Park. Board Member Michaud announced his support for design option two; Chair O’Rourke announced his support for design options two and three. Board Member Flaherty announced his support for design option three. Board Member Linden suggested surveying Town Residents. Board Member Stark questioned if staff considered alternative design options. Project Manager Wille announced that he was open to suggestions. Board Member Stark explained that he was in support of design options two and three. Vice-Chair Glas-Castro reviewed the benefits of each design option. Project Manager Wille announced that he would explore the alternative of re-evaluating the dog park and the pocket park for additional review by the CRA Board. The CRA Board thanked Mr. Traveiso and Mr. Willie for their presentation.

CONSENT AGENDA:

Motion: Board Member Flaherty moved to add agenda items six and seven to the consent agenda; Board Member Michaud seconded the motion.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	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.

3. July 7, 2021 Community Redevelopment Agency Board Meeting Minutes

4. August 4, 2021 Special Call Community Redevelopment Agency Board Workshop Minutes.

6. Request to Authorize the Community Redevelopment Agency (CRA) Executive Director to Accept a Proposal from Landscape Architecture Firm JMorton for the Provision of Professional Services Associated with the Proposed Park Avenue and 10th Street Landscape and Hardscape Refresh.

7. Resolution 53-09-21 Authorizing and Directing the Executive Director to Renew Property and Casualty Insurance Coverage from the Florida Municipal Insurance Trust for the Community Redevelopment Agency for Fiscal Year 2022.

Motion: Board Member Michaud moved to approve the consent agenda; Board Member Flaherty seconded the motion.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	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

5. Resolution 45-08-21 Adopting the Fiscal Year 2021/2022 Community Redevelopment Agency Budget.

Executive Director D'Agostino announced that the debt pay-off for 800 Park Avenue, the Lease of the holiday tree, and phase in of the landscape design would be included in the CRA Budget as discussed earlier in the meeting.

Motion: Vice-Chair Glas-Castro moved to approve Resolution 45-08-21 Adopting Fiscal Year 2021/2022 Community Redevelopment Budget; Board Member Flaherty seconded the motion.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	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 announced the following comments within Exhibit "B".

BOARD MEMBERS COMMENTS:

Board Member Flaherty had no comments.

Board Member Linden suggested that the same presentation made at the Florida League of Cities Conference be made at a future CRA Board Meeting.

Board Member Michaud had no comments.

Board Member Stark had no comments.

Vice-Chair Glas-Castro had no comments.

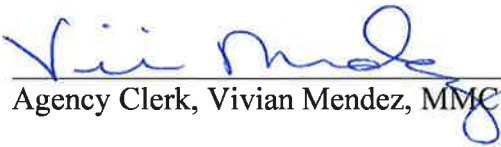
Chair O'Rourke had no comments.

ADJOURNMENT

There being no further business to come before the CRA Board and by unanimous vote, the meeting adjourned at 7:53 p.m.



Chair, Michael O'Rourke



Agency Clerk, Vivian Mendez, MMC

Agency Deputy Clerk, Shaquita Edwards, MPA, MMC



Approved on this 6 of October, 2021



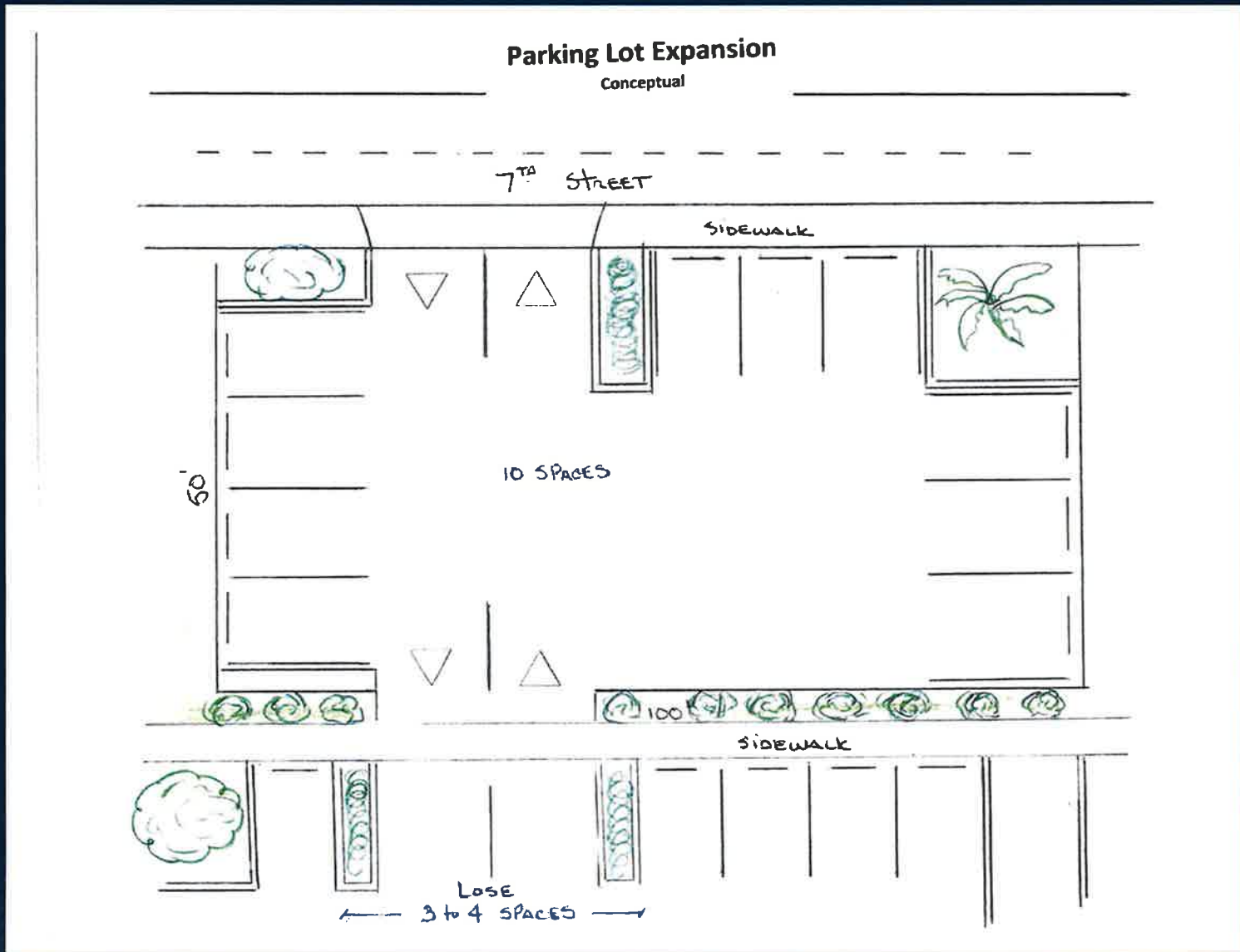
Community Redevelopment Agency

Special Call Meeting

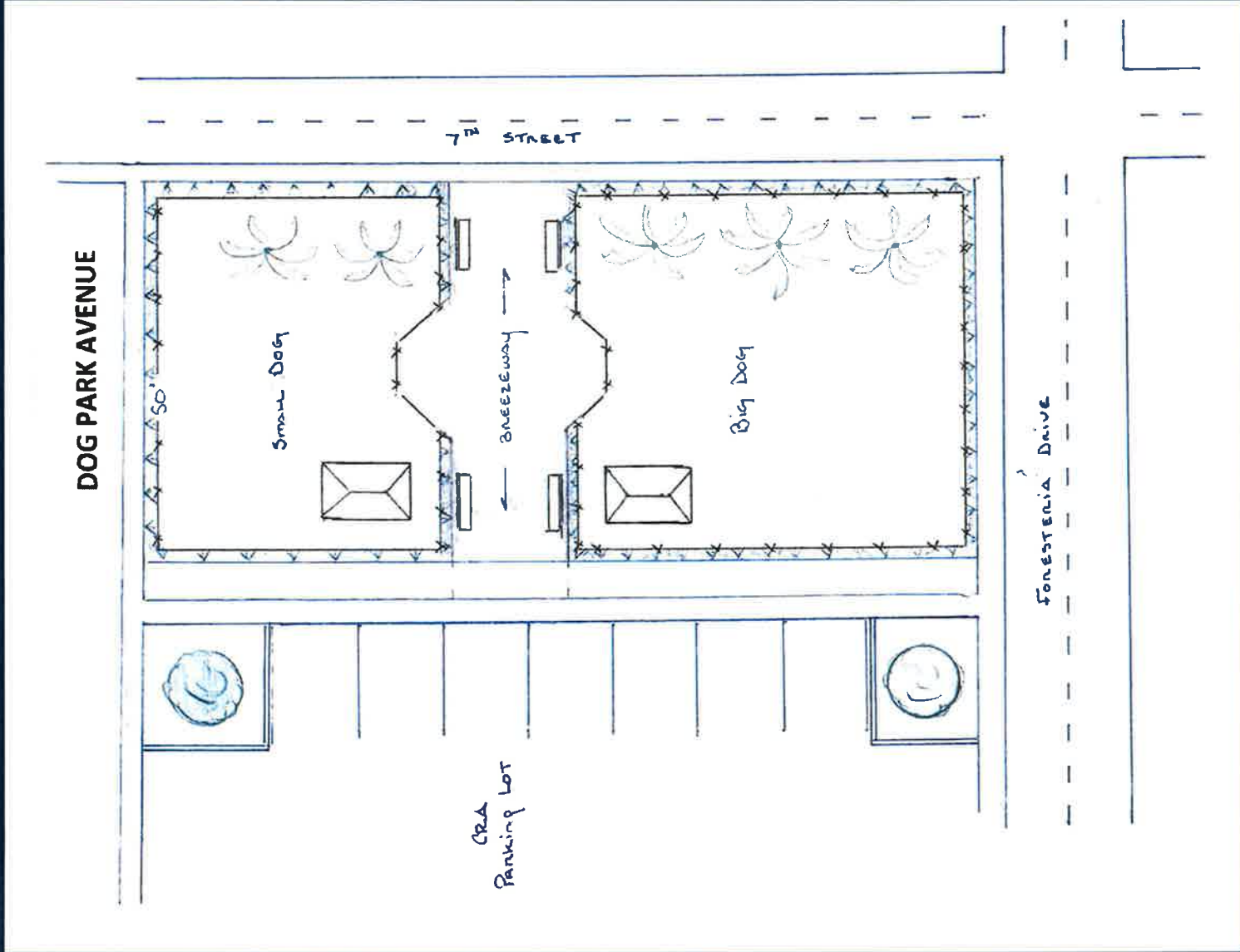
September 1, 2021

Design Proposals for Use of Property at 610 7th Street

Design Option 1



Design Option 2



Design Option 3

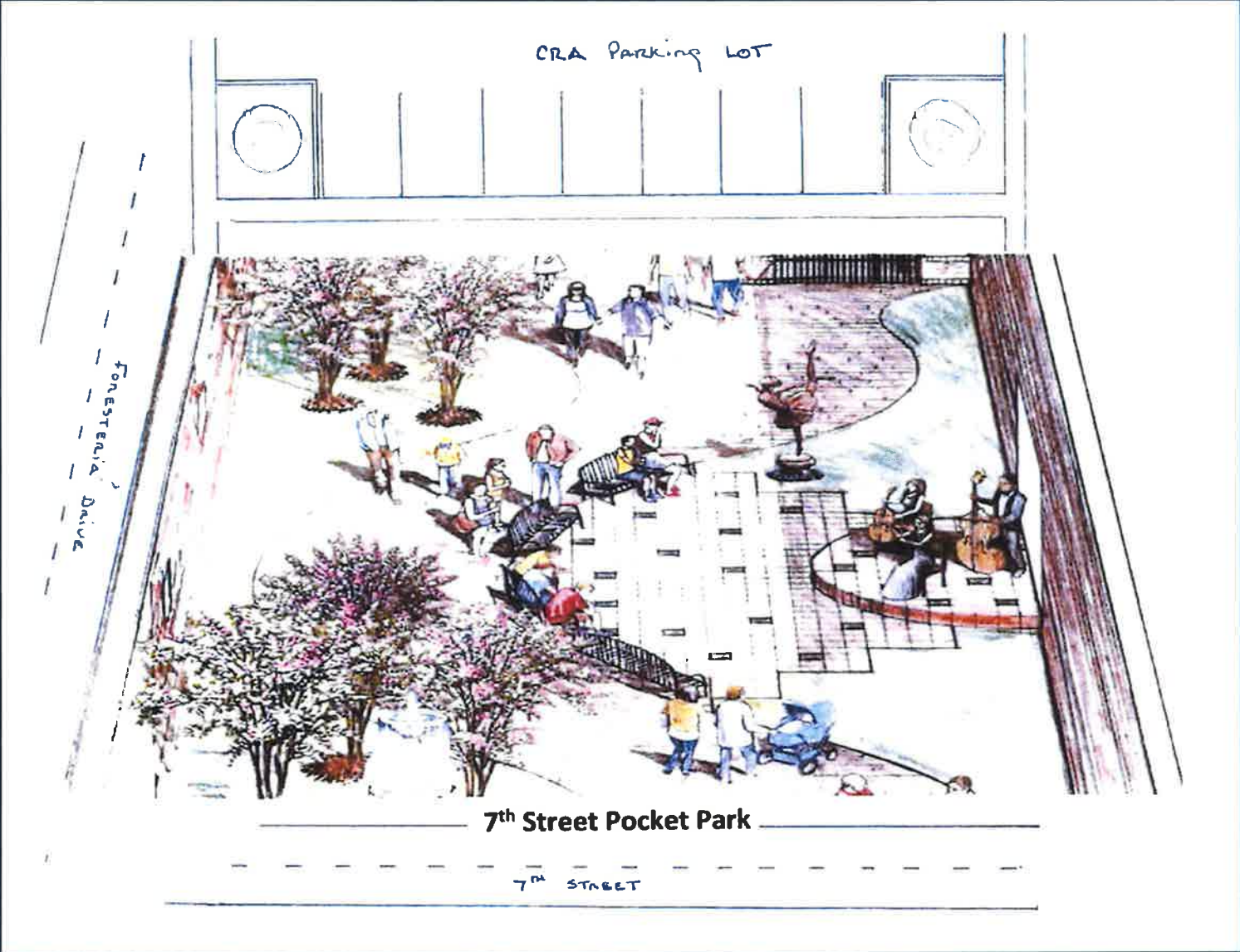


Exhibit "B"



EXECUTIVE DIRECTOR COMMENTS CRA BOARD MEETING

Wednesday, September 1, 2021

CRA Parking Lot Ribbon Cutting Ceremony:

The CRA Parking Lot is 100% completed. The Town will officially open the new CRA parking lot with a ribbon-cutting ceremony tomorrow, September 2, at noon. The address is 711 Foresteria Drive. Refreshments will be served.

Community Development Department Information:

- Brooklyn Cupcakes in the 796 10th Street plaza is moving forward. There was some unanticipated Seacoast work that is now back on track and permits should be submitted soon. It is anticipated the work will take a couple of months therefore, Brooklyn Cupcakes will likely open sometime in October at this point. A grant application for assistance with the grease trap and possibly additional work may be forthcoming.
- Cups & Cones is an ice-cream shop that has been in operation in Palm Beach Gardens. The owner lives in Lake Park and want to operate in Lake Park. Consequently, she signed a lease at a unit located at 501 10th Street. She only discovered after signing that a grease trap is needed. She is working with contractors on estimates, but will likely need assistance and submit for a CRA grant.
- Oceana Coffee (1301 10th Street – corner of Northern Drive) – is working on finalizing their renovation plans for their main roasting house/retail/food kitchen concept. The proposal will be to completely redevelop the site and it is estimated to be submitted within the next couple of months.



Hometown District



Commerce District



Arts District

MEMBERS OF THE BOARD OF DIRECTORS

Michael O'Rourke	Chair
Kimberly Glas-Castro	Vice-Chair
Erin T. Flaherty	Board Member
Christiane Francois	Board Member
John Linden	Board Member
Roger Michaud	Board Member

STAFF OF THE CRA

John D'Agostino	Executive Director
Thomas J. Baird, Esq.	Agency Attorney
Vivian Mendez, CMC	Agency Clerk



**TOWN OF LAKE PARK
COMMUNITY REDEVELOPMENT AGENCY**

Town Hall ❖ 535 Park Avenue, Lake Park, FL 33403
561-881-3304 (Phone) ❖ 561-881-3314 (Fax) ❖ www.lakeparkcra.com