



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, August 3, 2022 8:07 PM
Town Hall Commission Chamber,
535 Park Avenue, Lake Park, Florida 33403

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, August 3, 2022 at 8:07 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners John Linden, Roger Michaud, and Mary Beth Taylor, Town Manager John D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Igor Almeida led the pledge of allegiance.

Mayor O'Rourke asked that the agenda be reordered to allow Public Comment before the Special Presentation/Report.

Motion: Vice-Mayor Glas-Castro moved to reorder the agenda to allow Public Comment before the Special Presentation/Report; Commissioner Michaud seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

PUBLIC COMMENTS:

Mr. Michael Barnett, Palm Beach County Attorney, representing Medequa LLC, who works for an organization called KS Relief. KS Relief is a charitable organization ordered by the Kingdom of Saudi Arabia. He explained that KS Relief does charitable work around the world. He was representing them this evening, not in a legal capacity, but was asked to help facilitate donations in Florida. Also in attendance was Mr. Robert Sutton. Mr. Barnett explained that KS Relief has done charitable work and has offered donations for those displaced as a result of wars, natural disasters, and they have taken part in the war on COVID. They have done 1,900 projects that have distributed \$5.65 billion in 79 different countries with the only motive of helping people. Mr. Barnett explained that KS Relief wanted to help us, here in Florida by asking him and Mr. Sutton to find entities in Florida, such as hospitals, firehouses, colleges and municipalities to see if they would be willing to accept donation of KN95 respirator masks, in the fight against COVID, if the Town saw a need for them. If not, the financial equivalent would be available. He explained that he came to the Mayor, because they are friends, and he thought the Town

might be able to use the donation of either masks or the financial equivalent. There would be no strings attached. No preconditions. The Town would use the money as the Town sees fit. He explained that the only thing that was needed was a letter of acknowledgement of the donation and confirmation that the Town received the donation. The paperwork, which would then be submitted to the State of Florida, the United States Department of State, the Embassy in Washington D.C. He explained that he was involved in politics and did not know the politics of municipalities or Lake Park. He did not know who made decisions to authorize acceptance of donations for Lake Park. Whether that was the Mayor or the Town Manager or Town Attorney or the Town Commission. He just wanted to help bring this current project to a speedy close for his client, by bringing a donation to the Town. He stated that he was not here to advocate for the Commission's acceptance of the donation, or rejection of the donation. He explained that it was an offer that was made, which was still on the table, for the Town to accept or reject. He stated that it would be wonderful if the Town accepts the donation, but if the Town chooses not to accept then his client has asked that he inform the Commission that he would have no problem taking the donation and giving it to someone else who may have a use for it. He hoped the Town would accept it, but he was not here to advocate one way or another. King Salaman Relief (KS Relief) has only one motive, which was to do good for people, to help people. He explained that Mr. Salaman has been doing good for people through KS Relief for the past seven (7) years. He was hoping to address the Commission sooner, but was very late for a meeting. He was available to answer questions from the Commission.

Mayor O'Rourke stated that he was going to ask a series of questions so that the Commission understood that he wrote letters, because there was a timeline, with regards to this donation. He asked Mr. Barnett to verify that it was what happened. It was not his intension to violate anything. It was his intension to get the donation and bring it to the Commission. He explained that this was all done with a specific deadline, which they were running up against.

Mr. Barnett agreed and stated that he and Mr. Sutton were brought in to wrap up this current project and there was an urgency. He explained that this project was being wrapped up with the Town of Lake Park and they were hoping to bring this to a speedy conclusion. As he previously mentioned, he does not know the politics and inner workings of the Town and who authorizes what. He stated that all he knows was that he knew the Mayor the longest followed by the Vice-Mayor and a few of the Commissioners, which was why he saw fit to go to the Mayor. He stated the he had a relationship with the Mayor that preexist the other members. He appreciated the help the Mayor was able to give them. He stated that if there were no need for masks then that the Town accept the equivalent of the masks to whatever the Commission saw fit for the Town. He explained that the donation was made in connection with N95 particular mask program in aiding his client in his desire to fight the COVID war.

Mayor O'Rourke knew that Mr. Barnett had another place to go. He knew that the Vice-Mayor had a question. Mr. Barnett stated that he knew there was a question about motives. He stated that there was nothing untoward or unethical happening here. He stated that his client has made donations to federal agencies. He explained that everything

was documented and submitted to the United States Authorities in the State Department and the State of Florida.

Mayor O'Rourke ask if the organization had donated to local hospitals. Mr. Barnett stated, "Yes sir". Mayor O'Rourke asked if Jupiter Medical Center was one of the places they donated. Mr. Barnett stated, "Yes sir".

Vice-Mayor Glas-Castro asked if the Town did not have a need for the N95 masks then the Town could use the funds for whatever purpose the Commission deemed to help the community. She asked if the Town could apply the funds towards the Town's centennial celebration next year. She asked if the funds had to be used for something COVID related. Mr. Barnett stated, "not at all, no strings attached. The money was gifted to the Town to be used as they saw fit. Absolutely. He stated that the only thing his client asked was for an acknowledgement letter, having received the confirmation of receipt of the donation and of delivery. Mayor O'Rourke clarified that those were the letters that he provided. Mr. Barnett stated "exactly".

Vice-Mayor Glas-Castro thanked Mr. Barnett for thinking of the Town as he was trying to distribute the money. Mr. Barnett said that this was his community and his client had authorized them to make donations on their behalf to other entities. It was important to him and he thought of Lake Park. Mayor O'Rourke thanked Mr. Barnett and stated that he did not want to begin a question answer period with him at this time. He stated that there was an agenda item that they would discuss at that time. He thanked Mr. Barnett for attending and the contribution. Mr. Barnett said that if the Commission does have questions to not hesitate to contact him. He thanked the Commission for their time.

SPECIAL PRESENTATION/REPORT:

1. Presentation on the Findings of the Pavements Condition Study and Recurring Pavements Management Services and Recommendations Regarding Best Practices For the Preservation and Restoration of Town-Owned Pavements.

Town Manager D'Agostino explained that item. Public Works Director Roberto Travieso explained the item and introduced Mr. James Golden III. Mr. Golden CEO of Pavement Management Group (PMG) gave a brief history of his background and presented to the Commission (see Exhibit "A"). Commissioner Michaud asked if the changes to the database were made in real time. Mr. Golden stated that it was made in real time. Commissioner Michaud asked how were they pulling all of the data. Mr. Golden explained that the data lived in a pavement software application called Paver created by the Army Corp of Engineers. Commissioner Michaud asked if it was, all cloud based. Mr. Golden stated that it was all cloud based. He explained how the software operates and how accessibility it was to staff. Commissioner Michaud asked several follow-up questions regarding the software, training, and accessibility to customer service. Mr. Golden addressed all the questions. Vice-Mayor Glas-Castro asked questions regarding the capability of the software and the ability to compare one projects to another to be sure that road projects are not being pulled up a few years later. Mr. Golden agreed. He explained how staff would have the ability to compare the different projects and make decisions based on the system. The Commission thanked Mr. Golden for the presentation.

CONSENT AGENDA

- 2. June 11, 2022 Second Parks Master Plan Workshop Minutes.**
- 3. June 25, 2022 Mobility Plan Community Workshop Minutes.**
- 4. July 20, 2022 Regular Commission Meeting Minutes.**
- 5. Resolution 43-08-22 Authorizing and Directing the Mayor to Sign a Grant Agreement with Palm Beach County for Funding Through the Community Development Block Grant Program for the Purchase of Playground Equipment in Ilex Park.**
- 6. Resolution 44-08-22 Authorizing the Mayor to Execute Two Agreements with Professional Cleaning Services Corporation (PCS) for the Provision of Custodial and Cleaning Services at Public Officers and Restrooms, per the Pricing, Terms, and Conditions of the Town of Lantana/PCS Agreement Invitation to Bid 2019-09-PW and Invitation to Bid 2019-10-PW (Cooperative Purchase).**

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

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

PUBLIC HEARING – ORDINANCE ON FIRST HEARING:

7. Ordinance 10-2022 Repealing Portions of Ordinance No. 10-2021 Amending the General Text and Certain Objectives and Policies within the Capital Improvements And Transportation Elements.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REPEALING PORTIONS OF ORDINANCE 10- 2021 AMENDING THE GENERAL TEXT AND CERTAIN OBJECTIVES AND POLICIES WITHIN THE CAPITAL IMPROVEMENTS AND TRANSPORTATION ELEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Town Manager D’Agostino explained the item. Attorney Baird clarified that the Ordinance repeals the Mobility Plan amendments that were previously adopted by the Commission. He explained that new plan amendments would be submitted sometime in

September that would be transmitted to the Department of Economic Opportunity to adopt plan amendments to the transportation element in the Comprehensive Plan and Capital Improvements Element for a Mobility Plan.

Motion: Commissioner Linden moved to approve Ordinance 10-2022 on first reading; Commissioner Taylor seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

Attorney Baird read the Ordinance by title only.

NEW BUSINESS:

8. Resolution 45-08-22 Approving the Plat of Dalfen Watertower Industrial.

Town Manager D'Agostino explained the item.

Motion: Vice-Mayor Glas-Castro moved to approve Resolution 45-08-22; Commissioner Michaud seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

9. Demonstration of Various Tyler Technologies (Contractor) Solutions and Resolution 46-08-22 Authorizing and Directing the Mayor to Execute an Agreement With the Contractor for the Provision of Professional Services Associated with Software Subscription Services for the Various Town Departments.

Town Manager D'Agostino explained the item. Mr. Garth Magness, Senior Account Executive presented to the Commission (see Exhibit "B"). The Commission asked clarifying questions regarding how the system works, how residents could access the system, and the ability to pull from historical databases.

Motion: Vice-Mayor Glas-Castro moved to approve Resolution 46-08-22; Commissioner Michaud seconded the motion.

Commissioner Linden recalled approval of a separate Public Works Work Order system and asked if that system would integrate with this system. Town Manager D’Agostino explained that the Town was going to honor the contract with TMA Systems. He explained that the work order module was not included in the Tyler Technologies System.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro	X		
Mayor O’Rourke	X		

Motion passed 5-0.

10. Update from CAP Government Regarding House Bill 423.

Town Manager D’Agostino introduced Mr. Shane Kittendorf with C.A.P. Government to explain the item. Mr. Kittendorf explained the item (see Exhibit “C”).

11. WGI’s Parks Master Plan for the Town – Presentation of Options for Commission Discussion.

Town Planner Karen Golonka introduced Angela Biagi with WGI presented to the Commission (see Exhibit “D”).

Commissioner Linden pointed out an error in the key notes to option 1A. He explained residents had made him aware that there appeared to be no need for additional parking spaces, as indicated in keynote 26.

Commissioner Taylor asked if this was considered a passive use park. Mr. Aaron Elswick stated that it was a passive park. Commissioner Taylor agreed that there was no need for additional parking.

Commissioner Michaud asked if the deed restrictions would impact the relocation of the Pickleball courts. Mr. Elswick explained that WGI worked with the Town Attorney and determined that Kelsey Park needed to remain free to the public. The discussions concluded that it was easier to move the Pickleball courts to the section of the park rather than opening a restaurant in the park. Commissioner Michaud was in favor of moving the court away from the condominiums. He recognized that there were residential units closer to the northwest section of the park, where the Pickleball courts would be moved to, but they were further away than the condominiums and Lake Shore Park. He was in favor of the splash pad and the proposed band shell and stage. He suggested not over saturating the park with too many activities. People do like a passive park. He liked what was shown so far.

Vice-Mayor Glas-Castro was in agreement with Option 2. She liked that option 2 had a band shell on the corner, which would gather activity to the area. She liked the open area that was proposed and agreed that no additional parking was necessary. She explained that the courts were all resurfaced recently and would not be in favor of doing anything to the courts at this time.

The Commissioners agreed with the band shell in the northwest corner of the park.

Ms. Biagi explained that it was not necessary to restripe the courts from tennis to pickleball, which might be a less costly investment to make. She explained that it had been included in the further plan.

Mayor O'Rourke did not agree that the Town could not have a restaurant in the park. He felt that free access meant that people could go into the park without paying an entrance fee. He wanted to save the historic buildings by moving them into the park and turning them into restaurants. Commissioner Michaud stated that during one of the workshops he suggested moving the historic buildings to the other pocket parks to preserve them. Commissioner Taylor felt that it was possible to keep the historic homes on their current sites and hope that someone would want to make them into restaurants, like the Pelican Café. Town Manger D'Agostino explained that the Land Development Regulations on the west side of US 1 allows for higher density. If the properties are sold, they may not be suitable for developers to keep them as a one-story structure. The Commission discussed the possibility of a developer purchasing the properties and the possibility of what could be done to the site. Mayor O'Rourke stated that the putting green was not necessary in the Town parks. He felt that Option 2 was a better option. He liked the art component in Option 2. He was not in favor of pickleball. He agreed with the splash pad.

He thanked them for their presentation and working with the Town throughout this process.

12. 1100 2nd Court Review and Discussion of Two Proposals.

Town Manager D'Agostino explained the item (see Exhibit "E"). The Commission allowed each proposer to explain why they wanted to own the property. After some discussion, the Commission voted as follows:

Motion: Commissioner Taylor moved to accept the higher proposal; Vice-Chair Glas-Castro seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke		X	

Motion passed 4-1.

13. Update on the Stormwater Utility Fund and Recommendation for Equivalent Storm Unit (ESU) Rate for Fiscal Year 2023.

This item was moved to the August 17, 2022 Regular Commission Meeting agenda.

14. Update on the Sanitation Utility Fund, Findings from the Multi-Family Rate-Study, And Proposed Rate Updates for Fiscal Year 2023.

Town Manager D’Agostino explained that it was necessary for the Commission to listen to the presentation for the Sanitation Utility Fund; however, they were running out of time. Mr. Henry Thomas, representing Raftelis Financial Consultant, Inc., was asked to give a brief presentation (see Exhibit “F”) on the multi-family rate-study conducted. The remainder of the presentation was moved to the August 17, 2022 Regular Commission Meeting.

Mr. Thomas explained that the proposed changes were not for the upcoming fiscal year. He explained that the Commission needed to consider the recommendations and speak with the Home Owners Associations before this change could be implemented. He stated that it was a complex issue, which impacts the level of service and cost of those services. The Commission thanked Mr. Thomas for his presentation.

15. Discussion Regarding Medequa LLC / King Salaman Humanitarian Aid and Relief Centre (KSRelief).

This item was moved to the August 17, 2022 Regular Commission Meeting agenda.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird

Town Manager D’Agostino

Commissioner Linden

Commissioner Michaud

Commissioner Taylor

Vice-Mayor Glas-Castro


Mayor O’Rourke announced that Saturday, August 6, 2022 was the Back 2 School Extravaganza.

ADJOURNMENT

The Town Code states that meetings must adjourn by 11:00 p.m., therefore, the meeting adjourned at 11:00 p.m.



Mayor Michael O'Rourke



Town Clerk, Vivian Mendez, MMC



Approved on this 17 of August, 2022



Exhibit "A"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 3, 2022

Agenda Item No. _____

Agenda Title: Presentation on the Findings of the Pavements Condition Study and Recurring Pavements Management Services, and Recommendations Regarding Best Practices for the Preservation and Restoration of Town-Owned Pavements.

- [X] SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
[] BOARD APPOINTMENT [] OLD BUSINESS
[] PUBLIC HEARING ORDINANCE ON _____ READING
[] NEW BUSINESS
[] OTHER: _____

Approved by Town Manager [Signature] Date: 7/27/2022

Roberto F. Travieso/Public Works Director
Name/Title

Table with 3 columns: Originating Department (Public Works), Costs (N/A), Attachments (PowerPoint Slide Presentation, Report on the Pavements Condition Study, PMG Proposal and Pavements Management Service Agreement TLP/PMG), Advertised (Not Required), and notification status (Yes, I have notified everyone).

Summary Explanation/Background:

The Town is responsible for maintaining and operating its traffic and transportation systems and associated infrastructure for roads owned and maintained by the Town and has previously determined that it requires a contractor to provide pavements management services.

On March 16, 2022, the Town Commission authorized a cooperative purchase contract between the Town and pavements management consultant, Pavement Management Group, (PMG or Consultant). Additionally, the Town Commission approved a proposal for PMG to conduct a comprehensive study of Town-owned/maintained pavements and provide the Department of Public Works with pavements management services on a recurring basis.

During the months of May and June 2022, PMG conducted a detailed inventory of all Town-owned/maintained pavements for the purpose of determining and documenting their condition. PMG also setup a data-driven, pavements management system to guide day-to-day street maintenance operations as well as future, road-improving capital investments.

Furthermore, during the Aug 3, 2022, meeting of the Town Commission, PMG will present their findings from the Pavements Condition Study (**Attachment 2**) and demonstrate the Pavements Management System now available to the Public Works Department. Data related to Town-owned/maintained pavements will be updated regularly to ensure access to the most current information.

Additionally, during said meeting, PMG will discuss next steps to develop an implementable, Five-Year Work Plan for Town-owned/maintained pavements.

Following the presentation, a web application associated with the Pavements Management System will be made available to the public via the Town's website.

2022 ROADWAY NETWORK SUMMARY

- **37** centerline miles
- **79** lane miles (lane = 12 feet wide)
- 5,021,189 square feet
- **401** pavement management sections
- Average network PCI is **68/100**
- Average network condition category of **GOOD**

Recommended Motion: There is no motion associated with this agenda item.

THE PAVEMENT MANAGEMENT BLUEPRINT

DATA-DRIVEN DECISIONS TODAY,
BETTER ROADWAYS TOMORROW™



James Golden III | CEO | (740) 507-3842 | James@PavementManagement.com

WHO IS JAMES GOLDEN?

- Pavement Management and Preservation Activist
- Founder & CEO of Pavement Management Group
- 24 Years of Direct Industry Experience
- Forbes Business Council Member
- Husband, Father of 5 and 3 Dogs!



WHO IS THE PAVEMENT MANAGEMENT GROUP?

- Nationwide professional services firm
- Combining industry expertise with the latest in technology
- Turn-key, managed and supported solution





WHAT IS PAVEMENT MANAGEMENT?



A SYSTEMATIC

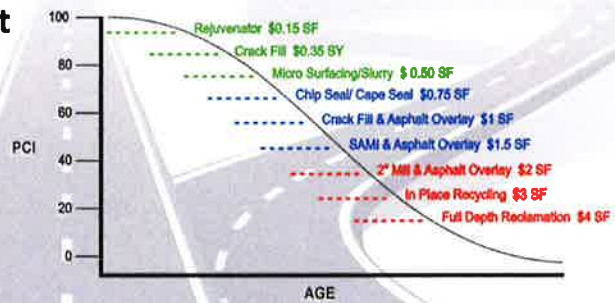
**APPROACH TO THE ANNUAL
MAINTENANCE AND REPAIR OF YOUR
ROADWAY NETWORK.**



KISS

Keep.It.Simple.Silly

- Apply the right treatment
- To the right pavement
- At the right time

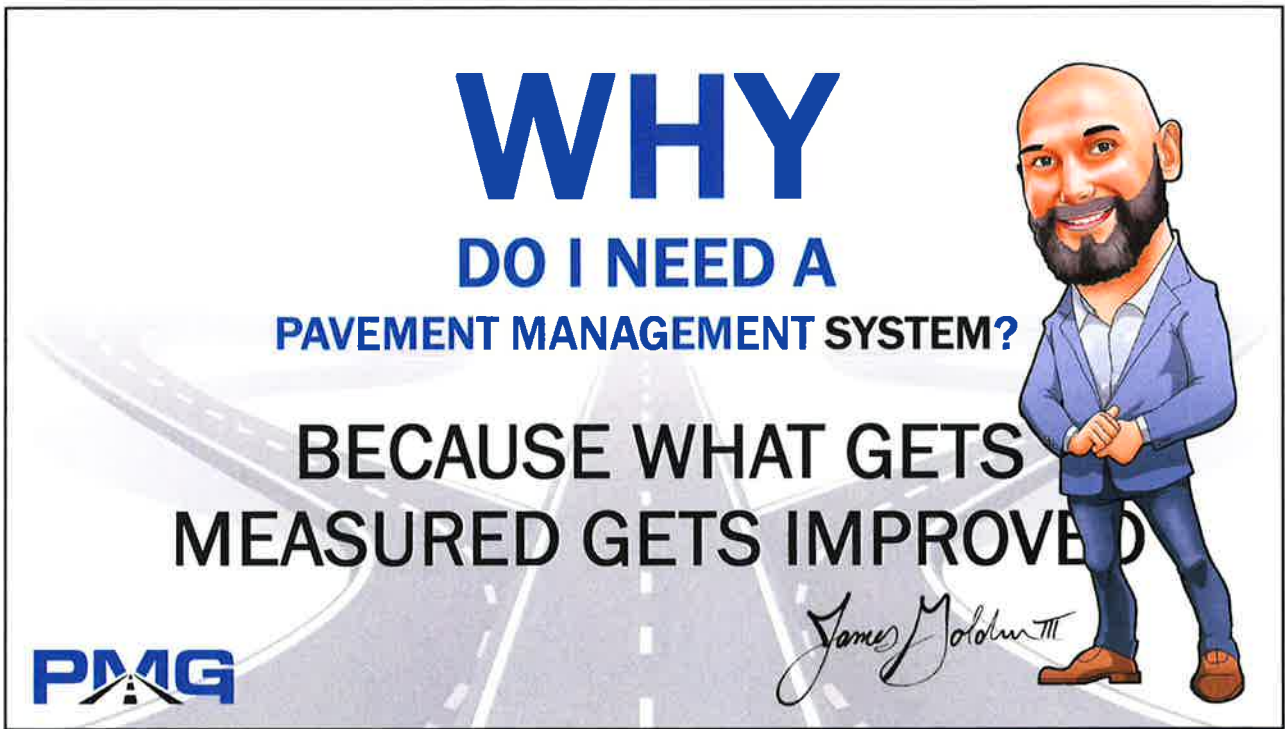


WHAT IS THE **GOAL**




- Maximize the annual maintenance and repair budget
- Maximize taxpayer and general fund dollars
- Extending the life of the roadway network
- Optimizing the conditions of your roadway network






WHY
DO I NEED A
PAVEMENT MANAGEMENT SYSTEM?

BECAUSE WHAT GETS
MEASURED GETS IMPROVED



James Golden III





HOW?
THE PAVEMENT
MANAGEMENT BLUEPRINT

PMG™ + **ROADINSIGHTS**™

A SYSTEM

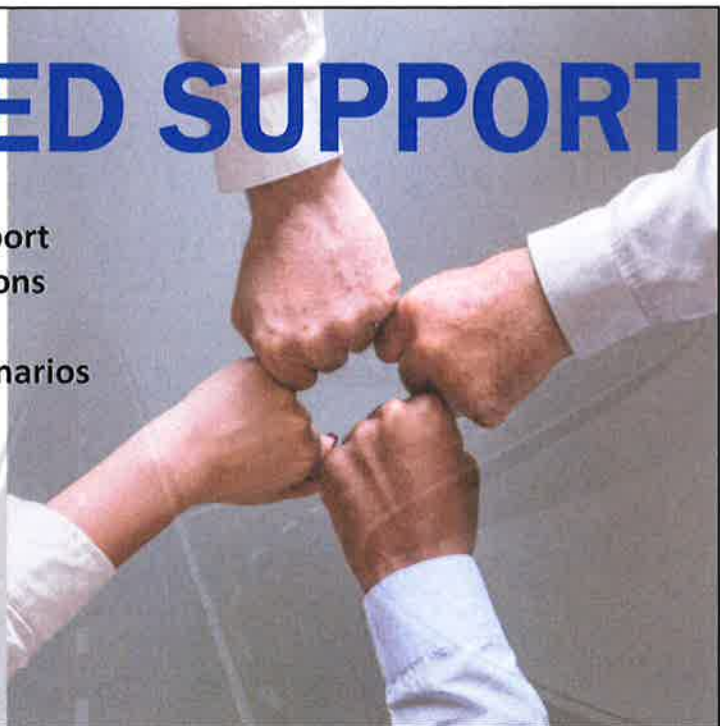
TOOLS AND PROCESSES

- Industry standard systems
- Complete network inventory
- High-definition video
- AI Condition Assessment
- GIS integration
- Reporting
- Pavement Modeling
- Condition Analysis
- Budget/Target Driven Scenario
- Work/Project Planning
- Online Video Stream and Dashboard
- Managed Services and Support



CONTINUED SUPPORT

- Consulting, training and support
- Maintenance recommendations
- Council/public presentations
- Budget and target driven scenarios
- Project planning
- A COMPLETE EXTENSION OF YOUR TEAM!



 **THE PAVEMENT** **LIVE** **STREAMING**
MANAGEMENT RESULTS



James Golden III | CEO | (740) 507-3842 | James@PavementManagement.com

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PO Box 2407
Heath, OH 43056
(800) 638.8040
Sales@PavementManagementGroup.com



PAVEMENT MANAGEMENT FINAL PROJECT REPORT

LAKE PARK, FL

Monday, June 20, 2022

Pavement Management Group



COMPLETE PAVEMENT MANAGEMENT SOLUTIONS

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EXECUTIVE SUMMARY

The Town of Lake Park contracted with Pavement Management Group (PMG) to provide a turn-key Pavement Management Program (PMP). The backbone of PMG's turnkey PMP is the PAVER Pavement Management System (PMS) which provides specific tools such as pavement modeling, maintenance decision trees and budget/target driven scenarios maximizing the return on investment from available maintenance and rehabilitation funds; generating a prioritized plan, and identifying specific areas in need of maintenance and rehabilitation.

- Verify and setup any new pavement network inventory
- Provide an HD video of each pavement section
- Determine total samples to inspect per section
- Identify all distress types, severity levels and quantities within through ASTM D6433-20
- Calculate the Pavement Condition Index (PCI) for each pavement section
- Assign all pavement management data to GIS
- Create GIS current condition map
- Provide an HTML based condition map with geo located streaming HD video
- Provide a complete inventory and condition listing of each pavement section
- Provide a final report of findings
- Provide continued support services

2022 ROADWAY NETWORK SUMMARY

- 37 centerline miles
- 79 lane miles (lane = 12 feet wide)
- 5,021,189 square feet
- 401 management sections
- Average network PCI is 68
- Average network condition category of GOOD

INTRODUCTION

PMG was contracted by The Town of Lake Park to provide pavement management services for their 37-centerline mile (79 lane mile) roadway network. Through these services a field inventory setup of any new roads, an inventory review and inspections were performed on all 401 management sections within the network. All inventory items were added or updated within their PMS database and a PCI was calculated for each section. HD videos were taken at each section location (from beginning to end of section). This provides for a virtual, high-definition account of the roadway network, and provides value in a variety of ways such as condition review and network level decision making from the office. This report provides a thorough definition of the inspection process performed as well as the condition results of our project.

CONDITION ASSESSMENT PROCESS

PMG adheres to the ASTM D6433-20 standard for assessing the condition of asphalt and concrete surfaces. Our skilled inspection team reviews high-definition video of each pavement section in conjunction with our proprietary artificial intelligence (AI) model to identify and document the distress types, severity levels, and quantities that are occurring. The data goes into the PAVER™ Pavement Management System (PMS) for Pavement Condition Index (PCI) calculation, resulting in a PCI score for each management section within the network(s).

PAVEMENT DISTRESS DEFINITION

20 possible distress types can occur within asphalt-based surfaces and 19 possible distress types that can occur within a concrete surface. The U.S. Army Corps of Engineers publishes the Asphalt Distress Manual and the Concrete Distress Manual. These manuals describe each distress type, the criteria to determine each severity level (low, medium, high), and how to measure each. The asphalt and concrete distress types are highlighted below in Figure 1.

01 – Alligator Cracking	06 – Depression	11 – Patch/Utility Cut	16 – Shoving
02 – Bleeding	07 – Edge Cracking	12 – Polished Aggregate	17 – Slippage Cracking
03 – Block Cracking	08 – Joint Reflection	13 – Pothole	18 – Swell
04 – Bumps and Sags	09 – Lane/Shoulder Drop	14 – Railroad Crossing	19 – Raveling
05 - Corrugation	10 – L&T Cracking	15 – Rutting	20 – Weathering
21 – Blow Up/Buckling	26 – Joint Seal Damage	31 – Polished Aggregate	36 – Scaling
22 – Corner Break	27 – Lane/Shoulder Drop	32 – Popouts	37 – Shrinkage Cracks
23 – Divided Slab	28 – Linear Cracking	33 – Pumping	38 – Corner Spalling
24 – Durability Cracking	29 – Large Patch/Utility Cut	34 – Punchout	39 – Join Spalling
25 - Faulting	30 – Small Patch	35 – Railroad Crossing	

Figure 1. Asphalt and Concrete Distresses

PCI AND CONDITION CATEGORY DEFINITION

The PCI is on a scale of 0 – 100 with 0 being the worst and 100 being the best. PAVER calculates it through the input of distress type, severity, and quantity information. Figure 2 illustrates the factors that go into the PCI and the 7 condition categories of the PCI.

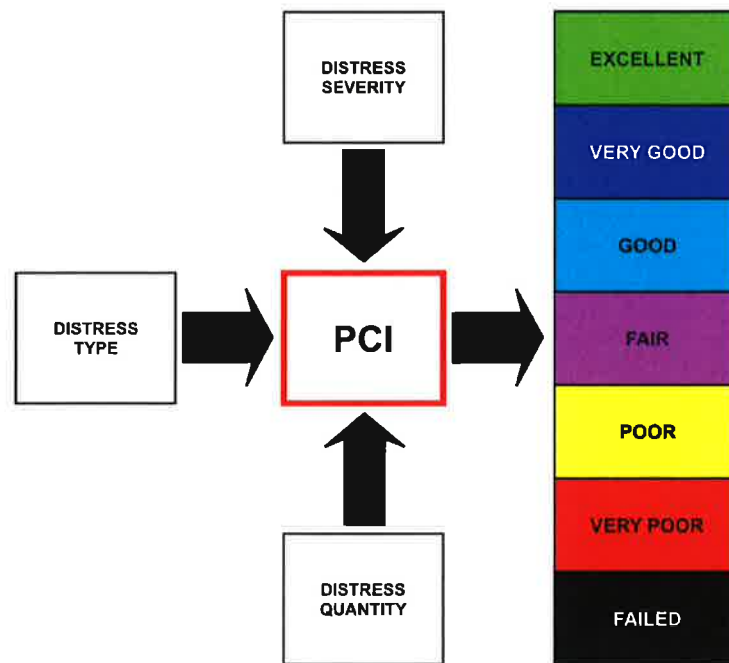


Figure. 2 Factors Determining PCI Value

To further simplify the PCI, the following condition categories along with the recommended maintenance action for each has been created by PMG:

CONDITION CATEGORY	MAINTENANCE ACTION	LOW PCI VALUE	HIGH PCI VALUE
EXCELLENT	REJUVENATOR/DO NOTHING	92	100
VERY GOOD	CRACK SEAL/MICROSURFACING	82	91
GOOD	MICROSURFACING/CAPE SEAL	68	81
FAIR	CAPE SEAL/MILL & OVERLAY	50	67
POOR	MILL & OVERLAY	35	49
VERY POOR	3" MILL AND OVERLAY	20	34
FAILED	FULL DEPTH RECLAMATION	0	19

Table 1. Condition Category Values

EXAMPLES OF ROADWAY CONDITIONS

During the inspection process, high resolution video was captured for each management section. A snapshot from several videos have been chosen to provide as documentation for this report of the inspected section location and serves as visual identification as to what types of distresses are occurring within the pavement section. The following 2022 images of pavements from within the Roadway Network provide a sense of what various PCI levels look like:

EXCELLENT CONDITION



LAKE SHORE DR | SECTION 03 | PCI 100

VERY GOOD CONDITION



FORRESTERIA DR | SECTION 04 | PCI 88

GOOD CONDITION



POPLAR DR | SECTION 01 | PCI 78

FAIR CONDITION



4TH ST | SECTION 04 | PCI 58

POOR CONDITION



13TH ST | SECTION 02 | PCI 49

VERY POOR CONDITION



EVERGREEN DR | SECTION 01 | PCI 29

FAILED CONDITION

NONE

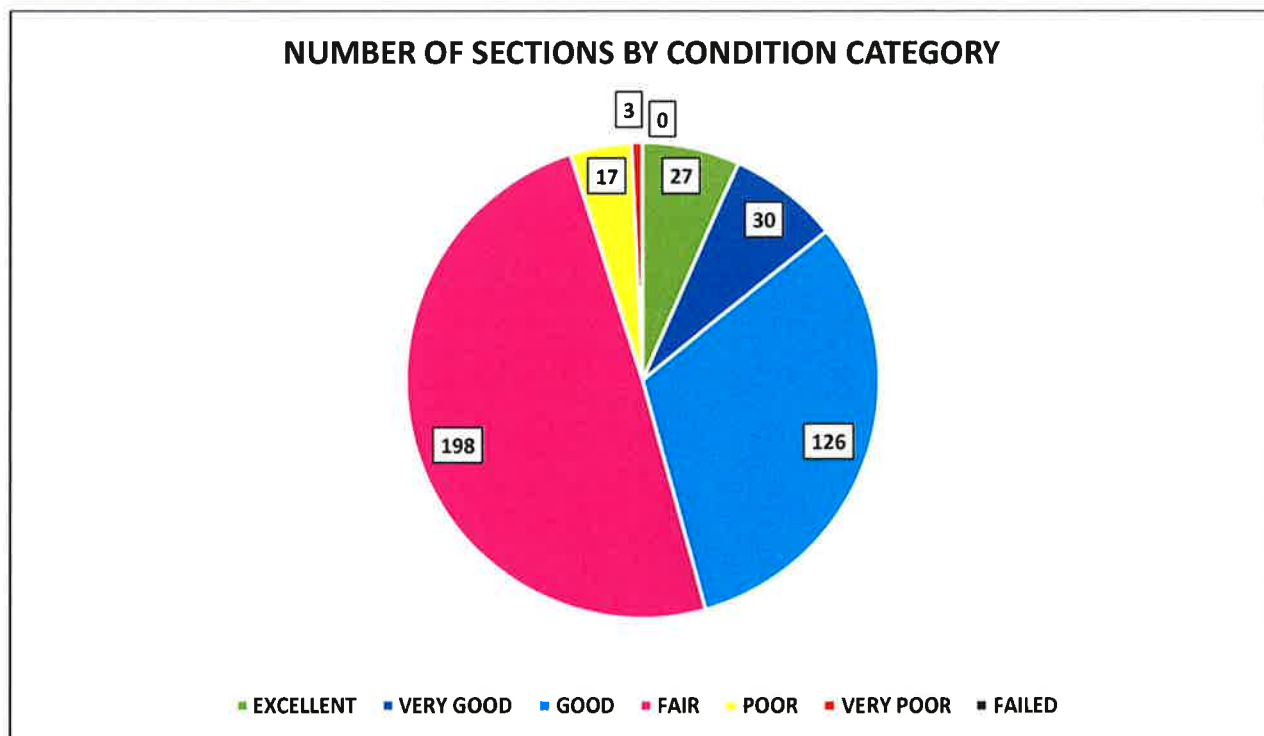
NETWORK CONDITION RESULTS

After completion of the 2022 pavement management project, PMG has determined that the average PCI for Lake Park’s 79 lane mile (37 Centerline Mile) roadway network is a 68 and considered to be in Good condition. Table 2 displays the condition summary data by category across the network while Figure 3, illustrates the condition by pavement area breakdown in graph form. A complete Inventory and Condition Report in Excel spreadsheet was provided as a part of this project deliverable.

CONDITION CATEGORY	SECTIONS	PAVEMENT AREA (SF)	LANE MILES	PERCENT AREA	AVERAGE CONDITION
EXCELLENT	27	594,326.03	9.38	11.84%	97
VERY GOOD	30	501,450.53	7.91	9.99%	87
GOOD	126	1,603,415.32	25.31	31.93%	74
FAIR	198	2,096,374.00	33.09	41.75%	60
POOR	17	197,276.91	3.11	3.93%	45
VERY POOR	3	28,346.46	0.45	0.56%	30
FAILED	0	0.00	0.00	0.00%	0
TOTALS	401	5,021,189.25	79	100%	

Table 2. Condition Summary

CONDITION GRAPHS



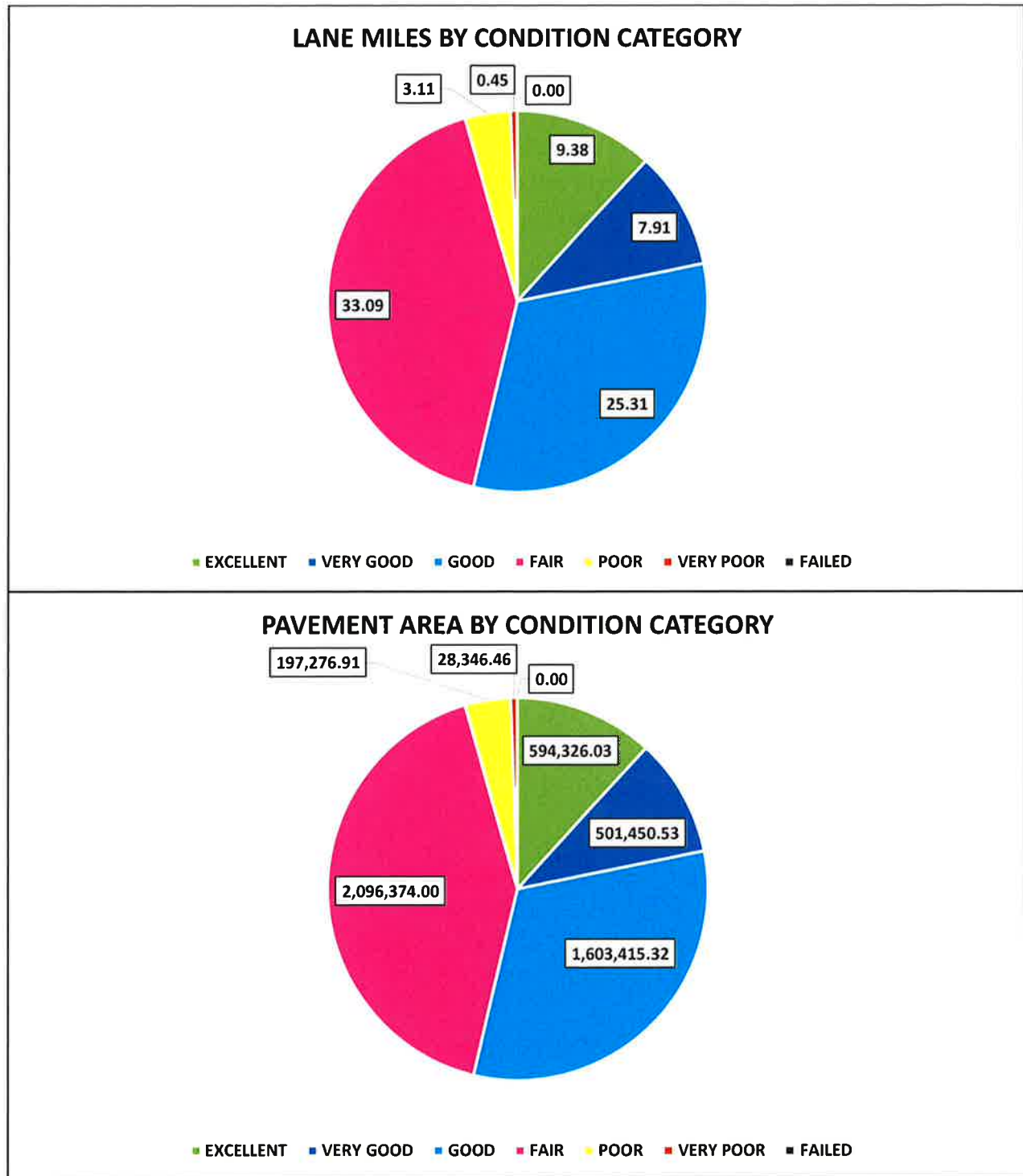


Figure 3. Sections, Lane Miles, and Pavement Area by Condition Category

GIS CONDITION MAP

PMG assigned all pavement management data to GIS and will provide the shapefile to the agency. This allows for a wide variety of mapping options within both ESRI's ArcGIS and Google Earth. The following shows an example of a Latest Condition Map that has been created in both GIS and Google Earth for illustrative purposes. An ANCI Size C plot ready pdf version has been provided as a part of the project deliverable.

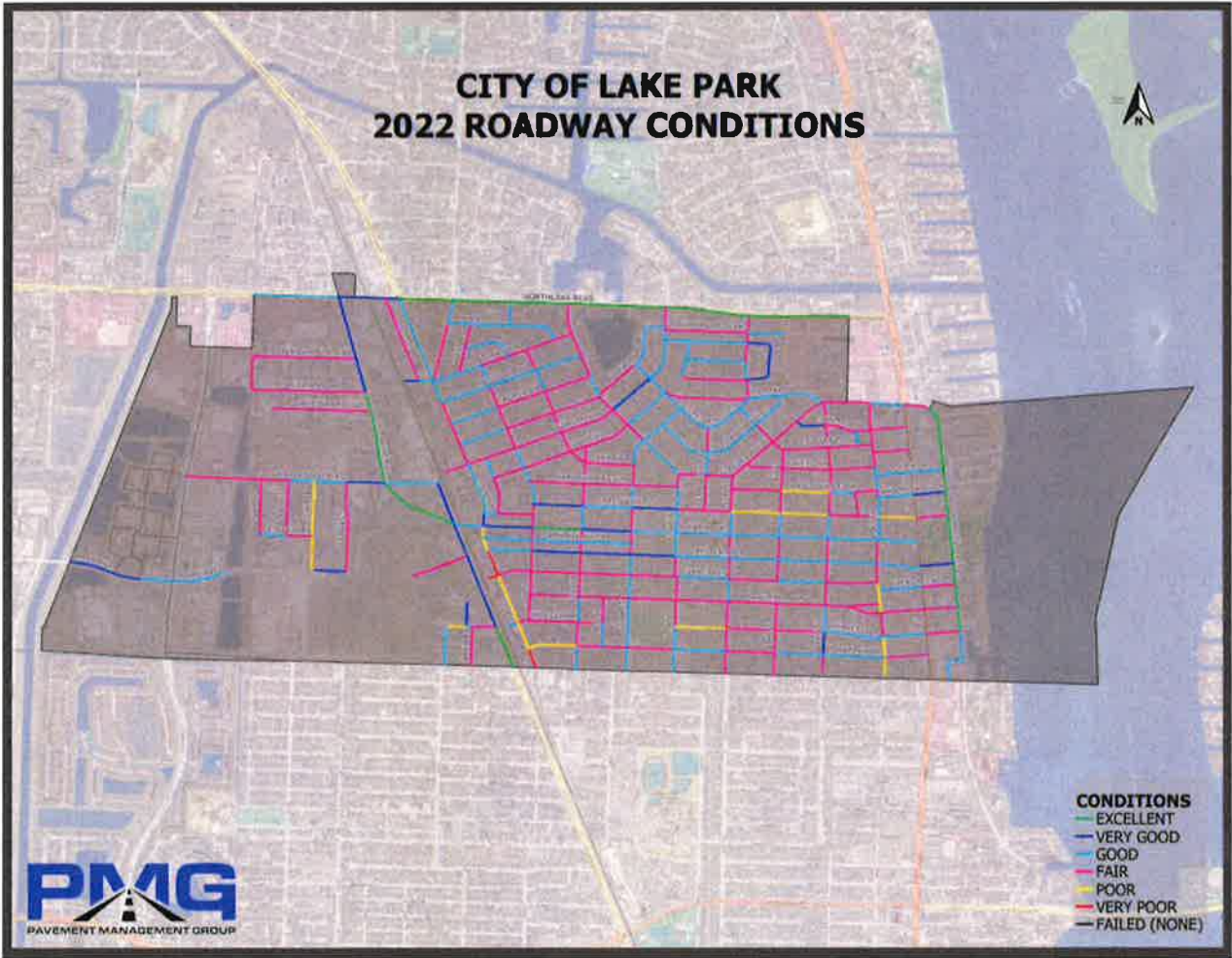


Figure 4. Roadway Section Latest Condition maps

CONCLUSION

The PCI study provides for a PCI rating on each pavement section within the maintained roadway network. Based upon the distresses identified within each representative sample location inspected, a PCI number is assigned to each pavement section. This number is on a scale of 0 – 100 with 0 being the worst and 100 being the best.

The Lake Park roadway network is approximately 79 lane miles (37 centerline miles) in size. Through the ASTM D6433-20 PCI study, PMG has determined the roadway network has an average PCI of **68** and is classified as being in **GOOD** condition.

PMG would again like to thank you for the opportunity to provide The Town of Lake Park with this PCI study and our pavement management services. Our goal is to provide the highest level of services and support, providing our clients with the data, tools, and expertise necessary to be successful in their goals of pavement management. Should you require any additional information or support regarding this PCI study or the PAVER™ PMS, please do not hesitate to ask.

PAVEMENT MANAGEMENT GROUP

JAMES GOLDEN III

Founder/CEO



P: (740) 507-3842

E: James@PavementManagementGroup.com

Exhibit "B"




Tyler Technologies | Enterprise Solutions

Comprehensive, Innovative Software and Services
Designed for the Public Sector




1



TYLER REPRESENTATIVES

Garth Magness
Sr. Account Executive

Mike Leshner
Account Executive



2



Trusted Partner

- Tyler is the largest software provider in the US focused exclusively on public sector
- Our solutions empower our clients to build safe, vibrant and connected communities

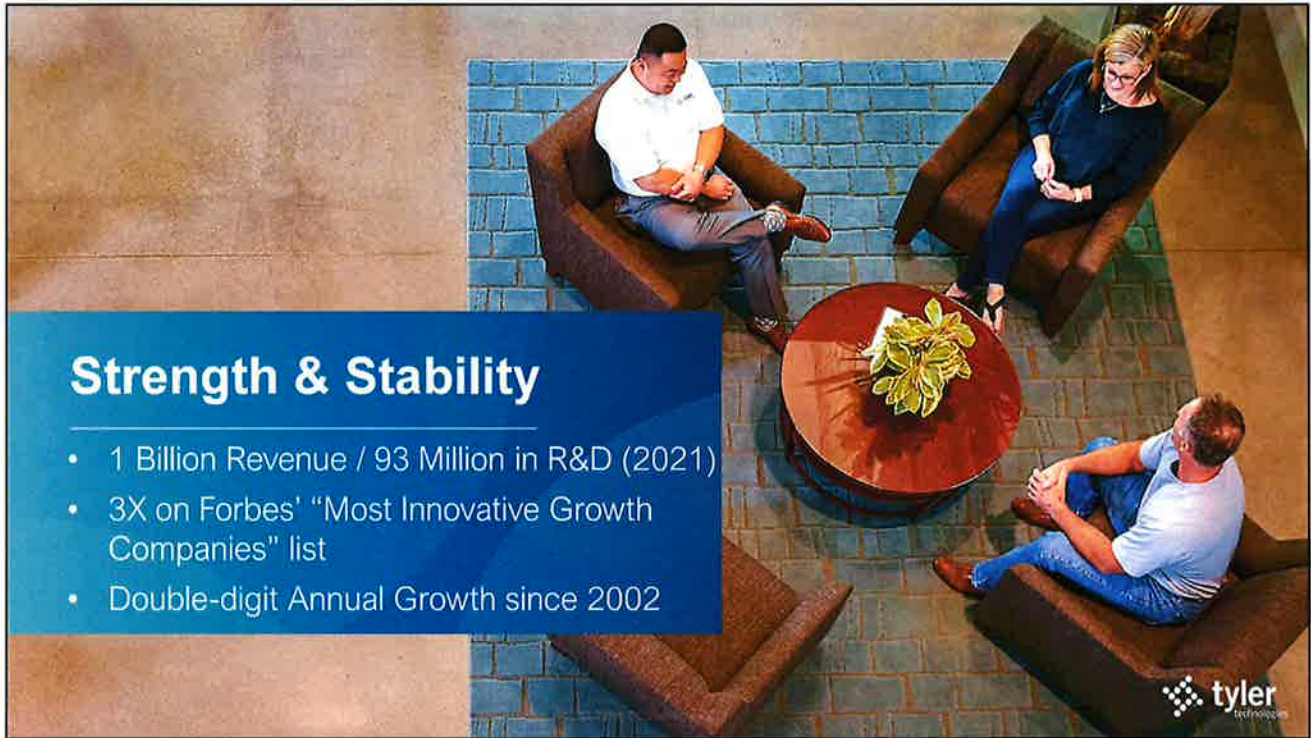
3



Public Sector Expertise

- 30 Years of Public Sector Focus
- More than 40% of our employees have worked in the public sector

4



Strength & Stability

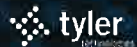
- 1 Billion Revenue / 93 Million in R&D (2021)
- 3X on Forbes' "Most Innovative Growth Companies" list
- Double-digit Annual Growth since 2002



5



37,000 + installations spanning all 50 U.S. states, Canada, the Caribbean, Bermuda, Australia, and other international locations.



6

Expansive Client Base



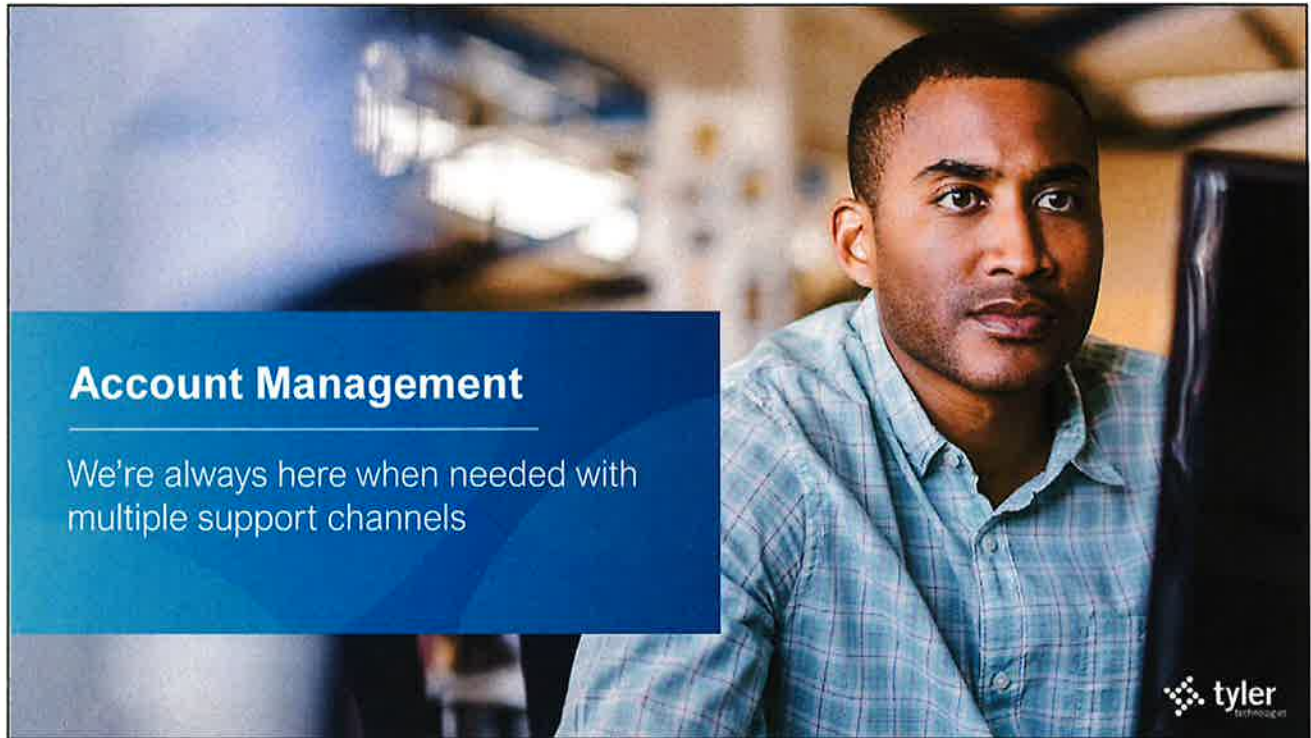
7

Client Loyalty

- 98% client retention rate
- 45% of clients have been using a Tyler solution for more than 10 years




8




9


Tyler **Support Channels**




Unlimited Phone
support



Online client portal &
knowledgebase



Unlimited Email
support



10



How is Tyler's proposed solution uniquely equipped to support the Town's Goals?

11

Tyler Enterprise ERP Solutions

- Tyler Enterprise Solutions are Purpose-Built specifically for Government Agencies
- Self-Contained & Centralized
- Modern & Intuitive UI
- Cloud-Native (AWS)



12

Centralized Access to Property Information

- GIS Centric Data Model
- Singular and Authoritative Source of Property Data for All Departments
- Built on ArcGIS (Esri) Technology
- Spatially-Enabled Workflow Creation
- Global Access to Property History Across the Enterprise



13

Accessibility, Transparency & Consistency

- 24 x 7 Customer Access
- Multilingual & ADA Compliant
- Online Application Submission & Payments
- Standardized Communication
- Comprehensive Toolsets for Architects, Engineers and Associates



14

Intuitive and Powerful Reporting

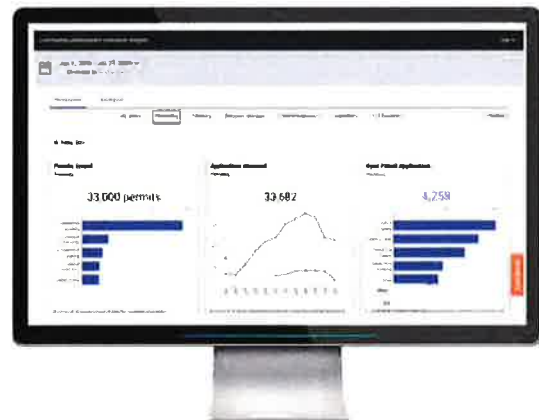
- Performance Dashboards for Managers & Operational Users
- Agency-Specific Data Points and Visualization Cards
- Ad-Hoc Reporting
- Save & Share Data Sets



15

Executive-Level Insights

- Real-Time Process Visualization
- Identify & Resolve Bottlenecks and Inefficiencies
- Instantaneous Performance Metrics
- Workflow Prioritization and Workforce Management
- Powered by Tyler's Socrata™ Platform



16

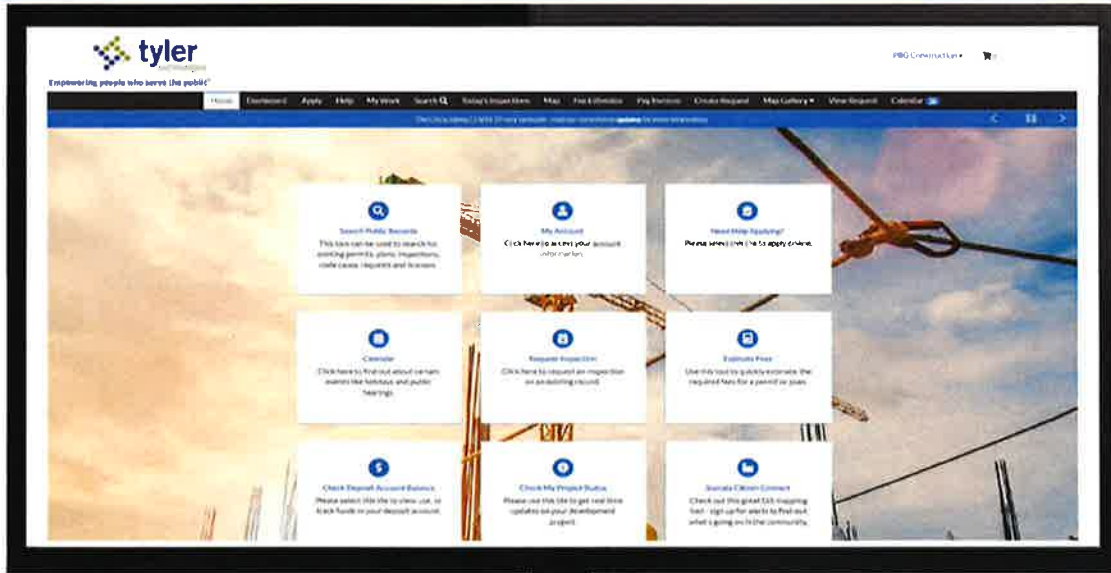


17



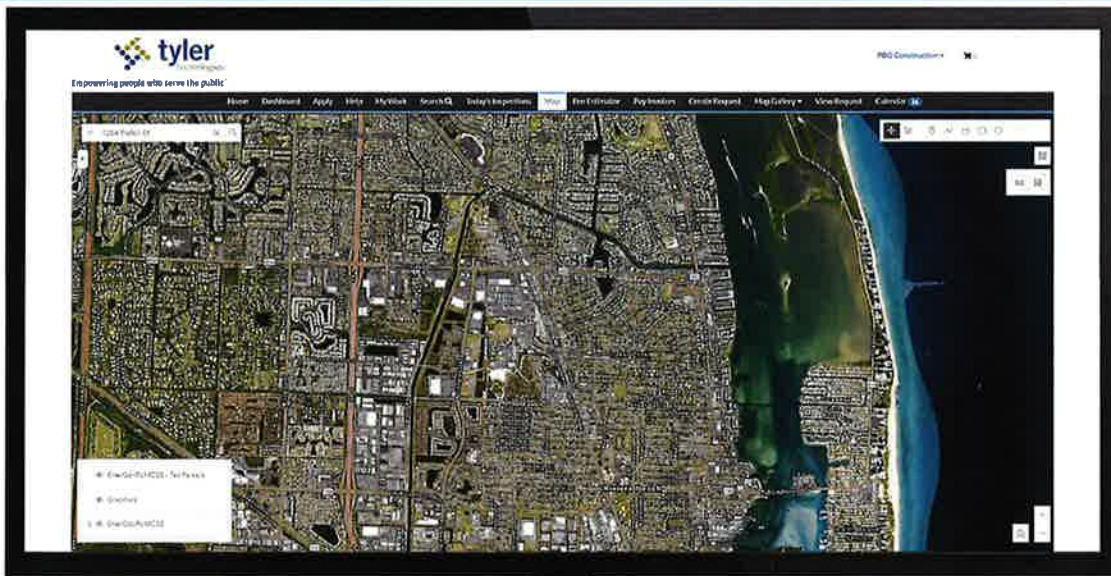
18

Enterprise Permitting & Licensing



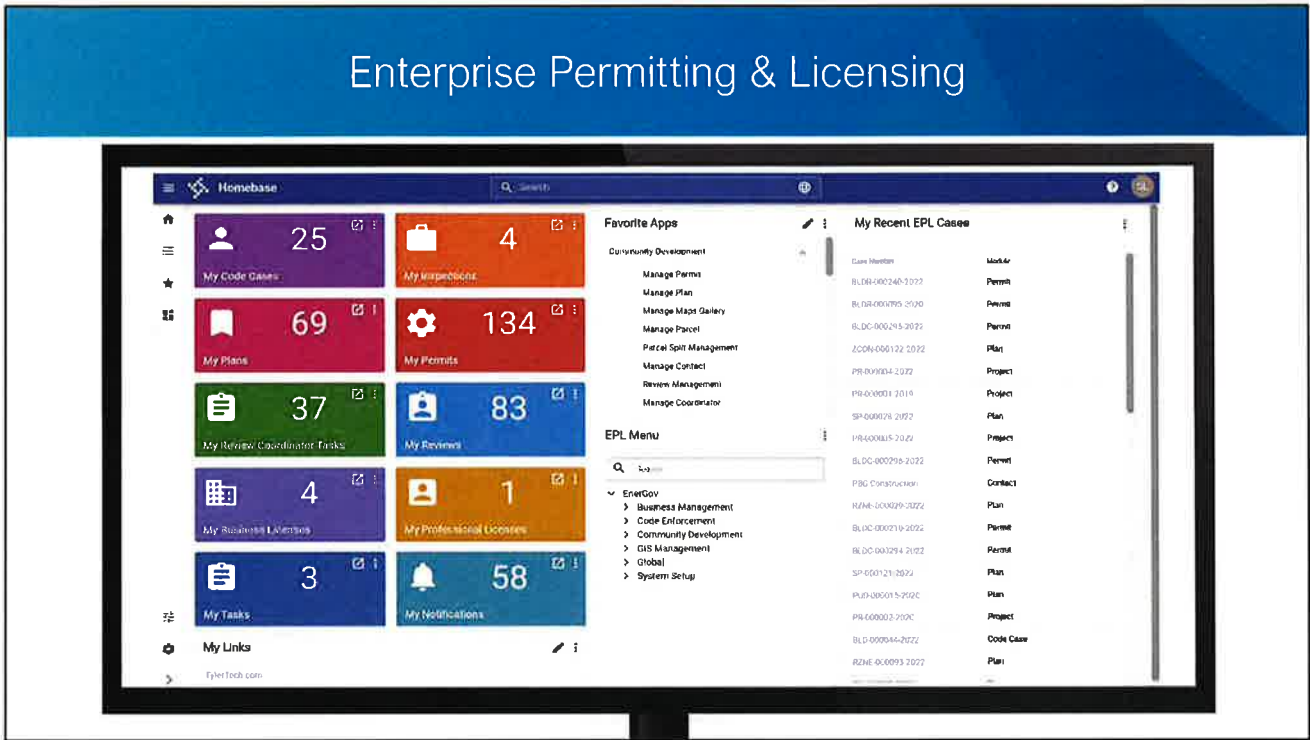
19

Enterprise Permitting & Licensing

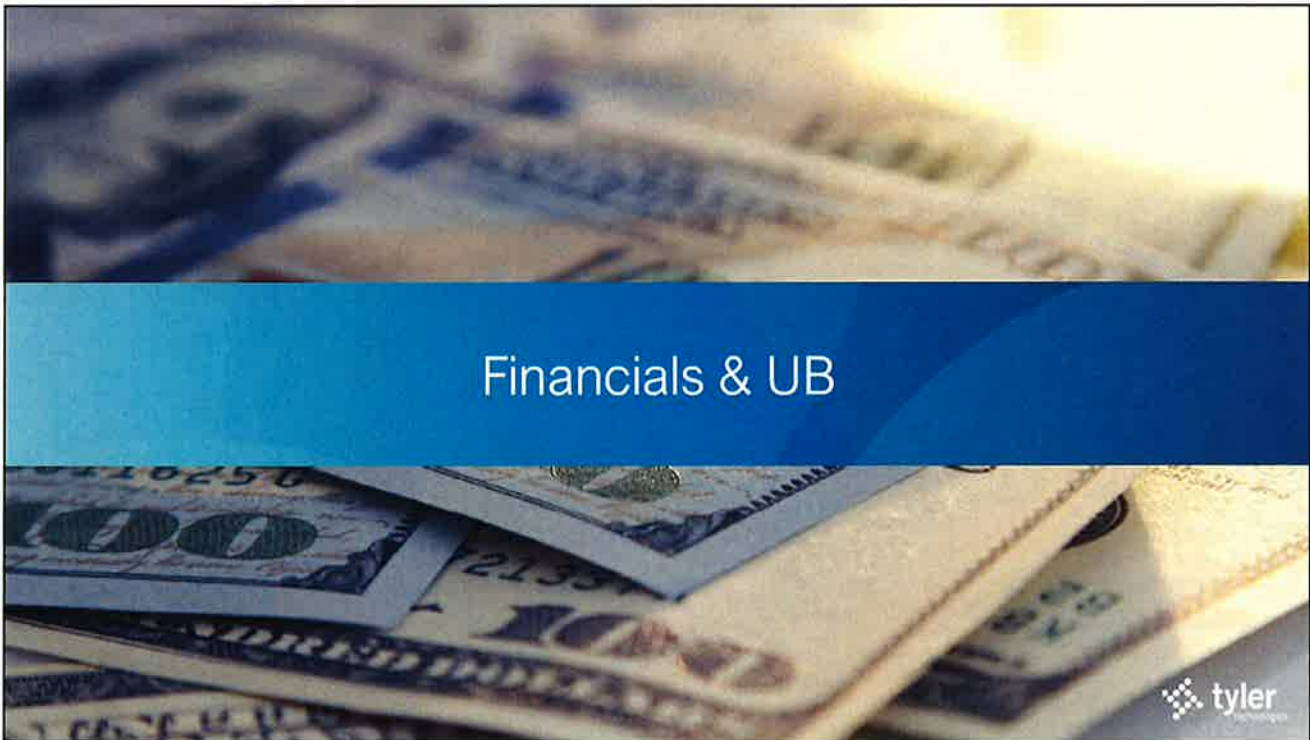


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Enterprise Permitting & Licensing

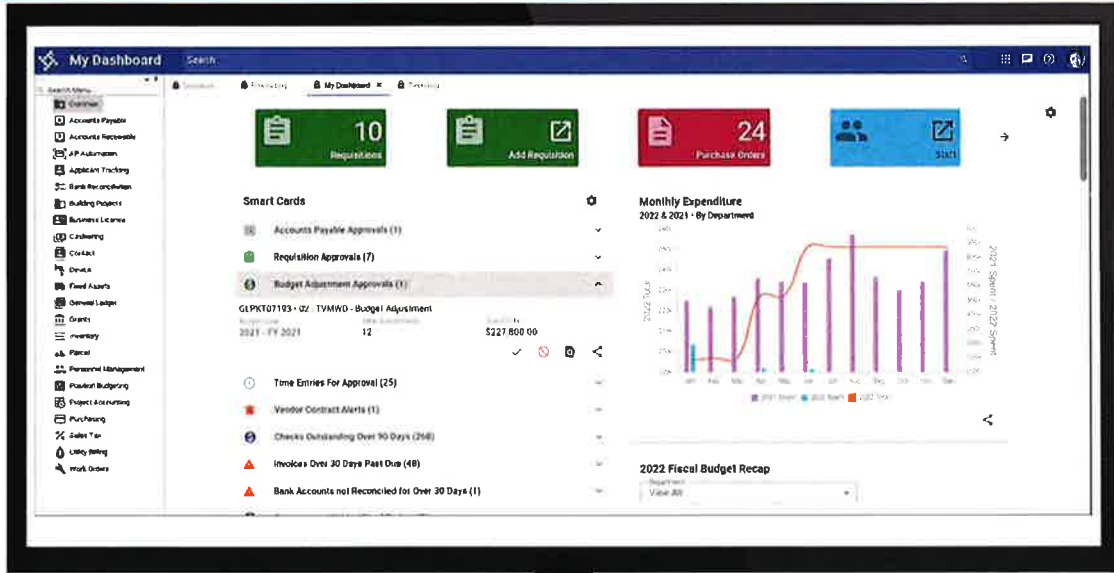


21



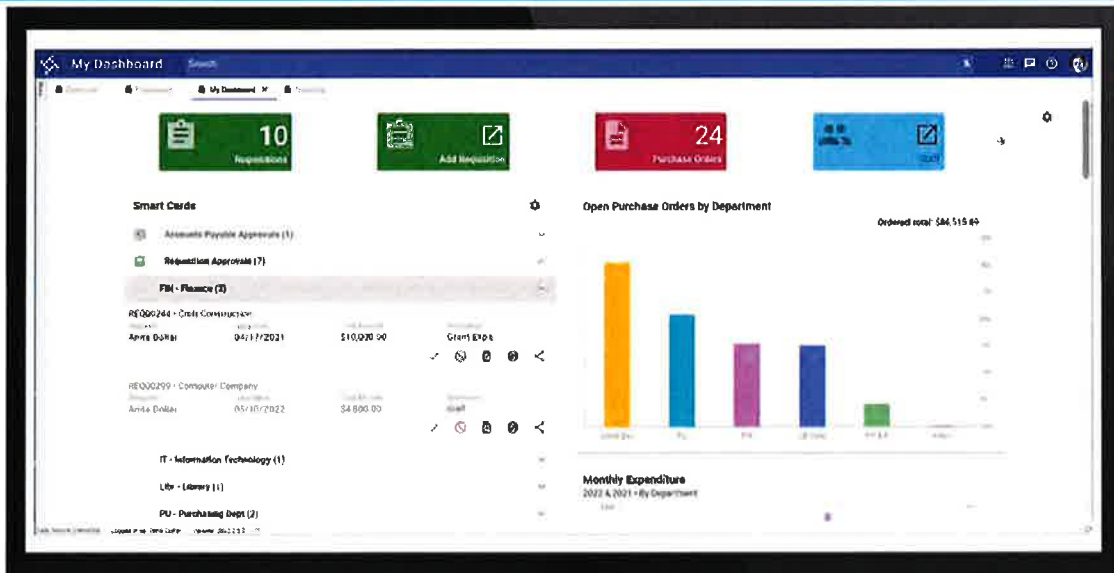
22

ERP Pro - Financials



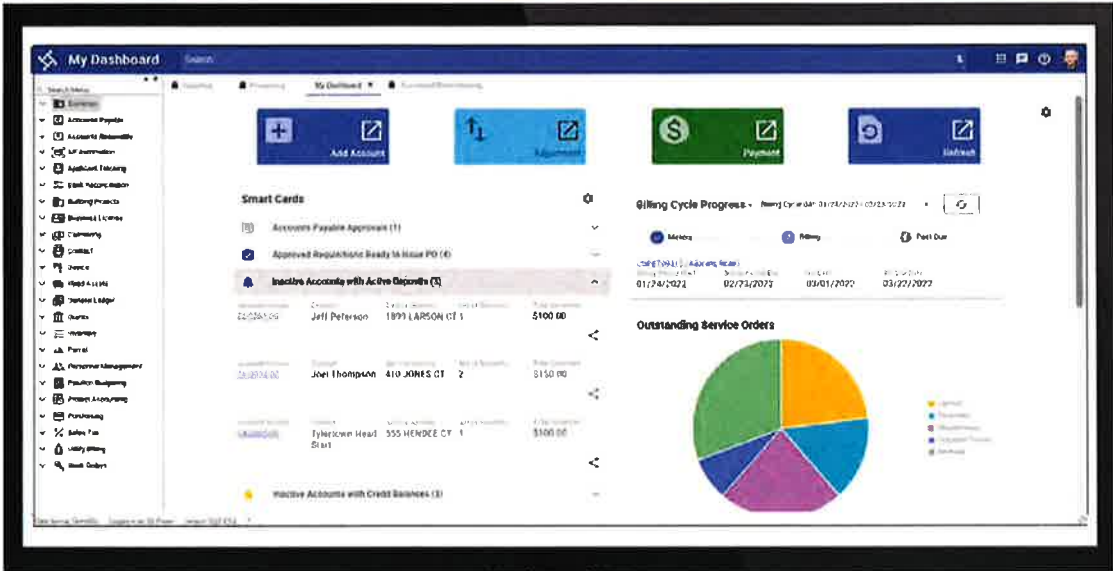
23

ERP Pro - Financials



24

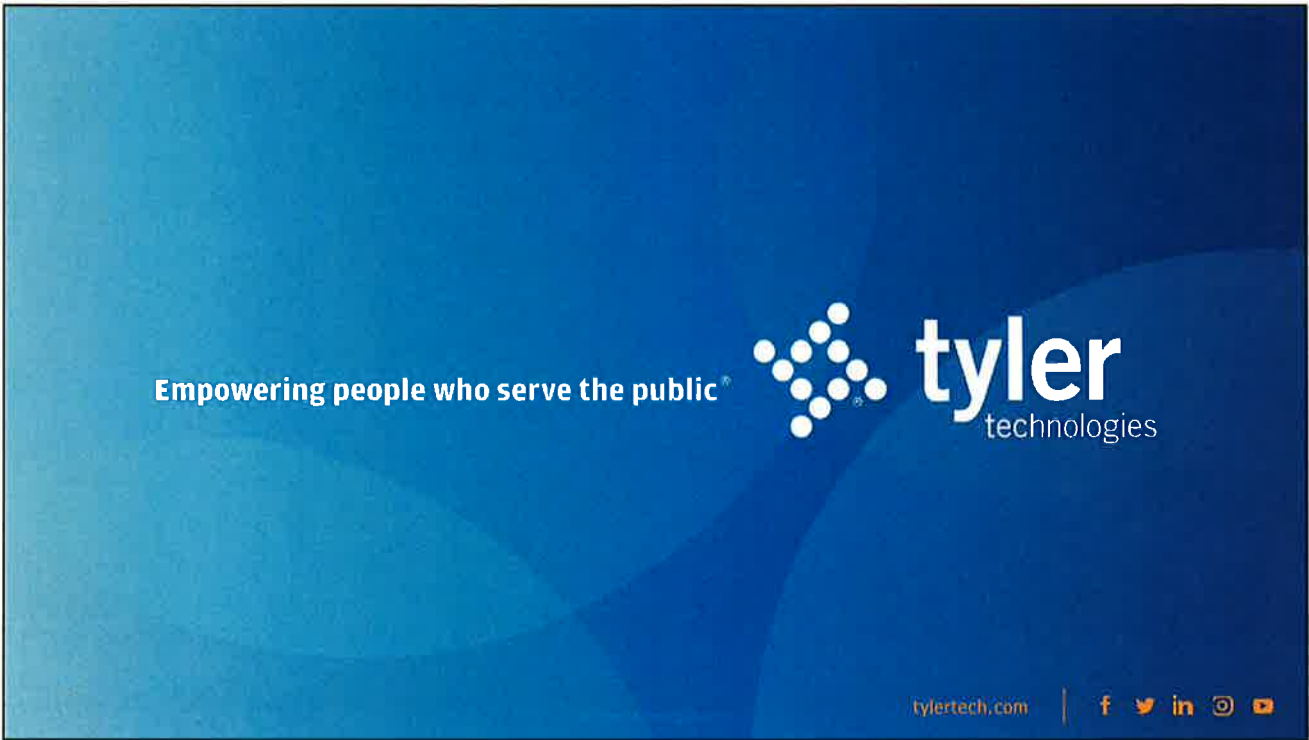
ERP Pro – Utility Billing



25



26



27



Exhibit "C"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 3, 2022

Agenda Item No.

Agenda Title: Updates on House Bill 423

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON __ READING
- NEW BUSINESS**
- OTHER
- CONSENT AGENDA
- OLD BUSINESS

Approved by ^{ACTING} Town Manager Nadia Di Tommaso Date: 7/21/2022
Nadia Di Tommaso / Community Development Director
 Name/Title

Originating Department: Community Development	Costs: N/A Funding Source: N/A Acct: N/A <input checked="" type="checkbox"/> Finance	Attachments: → Presentation by CAP
Advertised: Date: N/A Paper: <input type="checkbox"/> Not Required	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 <u>ND</u> Please initial one.

Summary Explanation/Background:

Provided by Building Official, Shane Kittendorf, who will present the item at the Town Commission meeting:

HB 423, effective July 1, 2022 - The bill makes several changes to building regulations, including changes concerning internships and licensing of building inspectors and plans examiners, private providers, demolition building permits, and request for information by building departments regarding the review of applications for building permits.

In particular, with respect to building inspectors and plans examiners, the bill:

- Requires the Building Code Administrators and Inspectors Board (BCAIB) to create a rule allowing partial completion of an internship program to be transferred to any authorized internship among other jurisdictions, private providers, and private provider firms.

- Prohibits the BCAIB from placing any special condition or requirement on a provisional certificate that such certificate holder be employed by a municipality, county, or other local government agency.
- Allows a person to sit for the building inspector or plans examiner certification test by completing a 4-year internship with a private provider or a private provider's firm that performs building code inspector or plans review services, while under the direct supervision of a licensed building official.

Relating to "demolition" building permits, the bill adds a new subsection (25) to s. 553.79, F.S., that:

- Provides that a local government may not prohibit or restrict a private property owner from obtaining a demolition permit for a single-family building located in a coastal high-hazard area, moderate flood zoned, or special flood hazard area according to a Flood Insurance Rate Map issued by FEMA for purposes of participating in the National Flood Insurance Program in certain flood elevations and if the flood zones and the permit complies with other provisions of the Florida Building Code, Florida Fire Prevention Code, and Life Safety Code requirements and applicable local amendments.
- Limits the review process of an application for such demolition permit. Specifically, the permit application may only be reviewed administratively for compliance with the Florida Building Code, Florida Fire Prevention Code, and Life Safety Code requirements, local amendments, and other regulation applicable to similarly-situated parcel. The application of additional land development regulations or public hearing are prohibited.
- In addition, a property owner may not be penalized for a demolition that was in compliance with the demolition permit.
- Prohibits a local government from imposing additional regulatory or building requirements on any new single-family residential structure constructed on the site of the demolished structure that would not be applicable to a similarly situated vacant parcel.
- Exempts certain historic buildings from such demolition permits.

The bill makes several changes private providers, including:

- Allowing a person holding a provisional certificate under Part XII of Chapter 468, to be a duly authorized representative for a private provider if under the direct supervision of a licensed building official.
- Defining the "**reasonable administrative fee**" that may be charged by a local jurisdiction when an owner or contractor retains a private provider for plans review or building code services.
 - which shall be based on the cost that is actually incurred, including the labor cost of the personnel providing the service, by the local jurisdiction or attributable to the local jurisdiction for the clerical and supervisory assistance required, or both.
- Requiring a local government, when an owner or contractor retains a private provider, to provide equal access to all permitting and inspection documents to the private provider, owner, and contractor, if access is provided using software that protects exempt records from disclosure.
- Increasing the amount of time from 2 to 10 business days, local building officials have to issue a certificate of occupancy or a notice of deficiencies for permits unrelated to single- or two-family dwellings.

- Providing that if a notice of deficiency is not issued within the required time-period (10 business days or 2 business days):
- A certificate of occupancy or certificate of completion is “automatically” granted, and “deemed” issued as of the next business day; and
- Local building officials must provide the applicant with a certificate of occupancy or certificate of completion within 10 days it is automatically granted and issued.

Lastly, the bill addresses the process of building permits applications under s.553.792. Specifically, a local government:

- May not requests additional information more than three times from an applicant unless the applicant waives the limitation in writing. The local government must:
- **First request:** If the applicant provides the requested information within 30 days, the local government must review the information and take certain actions within 15 days after receiving the additional information;
- **Second request:** If the Local governments makes a second request for additional information to complete the application, the applicant provides such information within 30 days, the local government must review the information and take action within 10 days;
- **Before making a third request for additional information,** the local government must meet with the applicant to resolve any outstanding issues. If the local government makes a third request for additional information, and the applicant provides the information within 30 days, the local government must within 10 days, deem the application complete and either approve the application, approve the application with conditions, or deny the applications; unless the application has waived the limitation writing.
- If the applicant believes a request for additional information to be unauthorized, the local government must, at the applicant’s request, process the application and either approve the application, approve the application with conditions, or deny the application.

Finally, the bill authorizes an owner, builder with a valid permit issued by a local government for a fee, or an association of Florida owners and builders with building permits issued by local governments for a fee, to bring a civil action against the local government issuing the building permit to enforce the requirement the local government use excess funds generated by building code enforcement for the lawful purposes described in s. 553.80(7)(a)2, F.S.

Recommended Motion: For informational purposes only.



HB 423 - 2022

- >>> INTERNSHIP PROGRAM
- >>> "DEMOLITION" BUILDING PERMITS – OWNER/BUILDERS – FS 553.79 (25)
- >>> PRIVATE PROVIDERS
- >>> APPLICATION PLAN REVIEW – TIME LIMITS - 553.792
- >>> OWNER, BUILDER ABILITY TO BRING CIVIL ACTION FS 553.80(7)(A)2

SB 4D - 2022

- >>> Condominium and Co-Op Safety Reform (Surfside hi-rise collapse)



Internship Program building inspectors and plans examiners...

- >>> Requires the Building Code Administrators and Inspectors Board (BCAIB) to create a rule allowing partial completion of an internship program to be transferred to any authorized internship among other jurisdictions, private providers, and private provider firms.
- >>> Prohibits the BCAIB from placing any special condition or requirement on a provisional certificate that such certificate holder be employed by a municipality, county, or other local government agency.
- >>> Allows a person to sit for the building inspector or plans examiner certification test by completing a 4-year internship with a private provider or a private provider's firm that performs building code inspector or plans review services, while under the direct supervision of a licensed building official.





“Demolition” building permits, the bill adds a new subsection (25) to s. 553.79, F.S...

- Provides that a local government may not prohibit or restrict a private property owner from obtaining a demolition permit for a single-family building located in a coastal high-hazard area, moderate flood zoned, or special flood hazard area according to a Flood Insurance Rate Map issued by FEMA for purposes of participating in the National Flood Insurance Program in certain flood elevations and if the flood zones and the permit complies with other provisions of the Florida Building Code, Florida Fire Prevention Code, and Life Safety Code requirements and applicable local amendments.
- Limits the review process of an application for such demolition permit. Specifically, the permit application may only be reviewed administratively for compliance with the Florida Building Code, Florida Fire Prevention Code, and Life Safety Code requirements, local amendments, and other regulation applicable to similarly-situated parcel. The application of additional land development regulations or public hearing are prohibited.
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- Allowing a person holding a provisional certificate under Part XII of Chapter 468, to be a duly authorized representative for a private provider if under the direct supervision of a licensed building official.
- Defining the “reasonable administrative fee” that may be charged by a local jurisdiction when an owner or contractor retains a private provider for plans review or building code services.
 - which shall be based on the cost that is actually incurred, including the labor cost of the personnel providing the service, by the local jurisdiction or attributable to the local jurisdiction for the clerical and supervisory assistance required, or both.
- Requiring a local government, when an owner or contractor retains a private provider, to provide **equal access to all permitting and inspection documents** to the private provider, owner, and contractor, if access is provided using software that protects exempt records from disclosure.
- Increasing the amount of time from 2 to 10 business days, local building officials have to issue a certificate of occupancy or a notice of deficiencies for permits unrelated to single- or two-family dwellings.
- Providing that if a notice of deficiency is not issued within the required time-period (10 business days or 2 business days):
 - A certificate of occupancy or certificate of completion is “automatically” granted, and “deemed” issued as of the next business day; and
 - Local building officials must provide the applicant with a certificate of occupancy or certificate of completion within 10 days it is automatically granted and issued.





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First request: If the applicant provides the requested information within 30 days, the local government must review the information and take certain actions within 15 days after receiving the additional information;

Second request: If the local government makes a second request for additional information to complete the application, the applicant provides such information within 30 days, the local government must review the information and take action within 10 days;

Before making a **third request** for additional information, the local government must meet with the applicant to resolve any outstanding issues. If the local government makes a third request for additional information, and the applicant provides the information within 30 days, the local government must within 10 days, deem the application complete and either approve the application, approve the application with conditions, or deny the applications; unless the application has waived the limitation writing.

If the applicant believes a request for additional information to be unauthorized, the local government must, at the applicant's request, process the application and either approve the application, approve the application with conditions, or deny the application.



Finally, the bill authorizes an owner, builder with a valid permit issued by a local government for a fee, or an association of Florida owners and builders with building permits issued by local governments for a fee, to bring a civil action against the local government issuing the building permit to enforce the requirement the local government use excess funds generated by building code enforcement for the lawful purposes described in s. 553.80(7)(a)2, F.S.

Summary of HB423 provided by: [2022 Legislative Session Final Report – Florida Association of Counties \(fl-counties.com\)](#)





SB 4D - 2022

This bill provides an overhaul of the high-rise inspection law, requires more frequent recertification of safety standards and mandates that condo boards build up reserves so they can make needed repairs.

Changes in the bill include:



- Creates a statewide "milestone inspection" requirement for condominiums and cooperative buildings that are three stories or higher 30 years after initial occupancy, and 25 years after initial occupancy for buildings located within three miles of the coast.
- Requires inspections every 10 years after a building's initial "phase 1" inspection.
- Requires an additional, more intensive inspection, or a "phase 2" inspection, if a building's initial inspection reveals substantial structural deterioration.
- Beginning in 2024, condo associations are required to conduct a structural integrity reserve study at least every ten years and prevents needed reserves from being waived.





END OF SLIDES

ANY QUESTIONS?





Exhibit "D"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 3, 2022

Agenda Item No.

Agenda Title: WGI's Parks Master Plan for the Town of Lake Park – Presentation of Options for Commission Discussion.

- SPECIAL PRESENTATION/REPORTS
 - BOARD APPOINTMENT
 - ORDINANCE ON 1st READING
 - NEW BUSINESS**
 - OTHER: _____
- CONSENT AGENDA
 - OLD BUSINESS

Approved by ^{ACTING} Town Manager *Basil McWhorter* Date: 7/21/2022

Nadia Di Tommaso / Community Development Director
Name/Title

<p>Originating Department:</p> <p style="text-align: center;">Community Development <i>(input provided from several Departments throughout the process)</i></p>	<p>Costs: No added costs (part of original contracted scope of \$70,820)</p> <p>Funding Source: Public Improvement</p> <p>Acct. # Fund 160</p> <p><input type="checkbox"/> Finance <u><i>[Signature]</i></u></p>	<p>Attachments:</p> <p>→ WGI Site Plan with Options for Discussion</p>
<p>Advertised:</p> <p>Date: _____</p> <p>Paper: _____</p> <p><input checked="" type="checkbox"/> Not Required</p>	<p>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.</p>	<p>Yes I have notified everyone <u>ND</u></p> <p>or</p> <p>Not applicable in this case</p> <p>Please initial one.</p>

Summary Explanation/Background:

WGI has been working through the Parks Master Plan for Kelsey and Lake Shore Parks pursuant to their approved contract with the Town, approved by Resolution of the Town Commission (#19-03-22). In follow-up to the various stakeholder discussions, public survey input period and two public meetings (May 21 and June 11), WGI would like to present their Parks Master Plan 'options' to the Town Commission for advance feedback prior to presenting the Plan to the Planning & Zoning Board on August 8 and the Town Commission for final approval on August 17.

A reminder of the Scope of Services *Tasks* associated with the WGI contract is pasted below. WGI is in their final stage of the contract and remains on track per the agreed upon timeline.

- **Task 1 - Site Inventory & Analysis**

- Coordinate an internal kick-off meeting with Town Stakeholders
- Review previous plans & existing conditions
- Identify opportunities, challenges, & potential links
- Conduct title search and survey of the site if necessary

- **Task 2 - Conceptual Plan Development**

- Develop Summary Report of Task 1
- Develop two conceptual plans alternatives
- Submit conceptual plan alternatives to Town Staff for review

- **Task 3 - Community Engagement**

- Host one community meeting to present concept plans and alternatives
- Conduct public survey to determined preferred alternative

- **Task 4 - Final Master Plan**

- Review community survey and public feedback
- Develop a final master plan and final report
- Submit final plan Town Staff for review
- Present final plan to Planning & Zoning Commission
- Present final plan to Town Council

Recommended Motion: For discussion purposes.

OPTION 1A



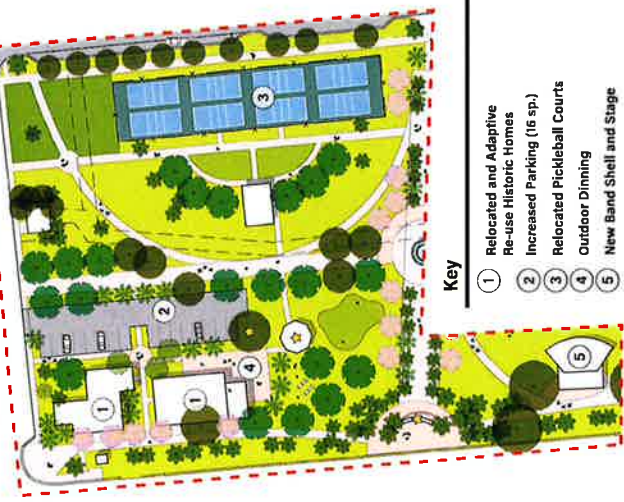
Key

- 1 Bocci and Sand Volleyball Courts
- 2 Market/Event Space
- 3 Putting Green
- 4 Historic Gateway Plaza + Gates
- 5 Replanted Historic E-W Axis
- 6 Band Shell
- 7 Great Lawn
- 8 Evergreen House + Memorial Gardens
- 9 Chess Court + Lawn Games
- 10 Kayak Launch
- 11 Picnic Pavilion
- 12 Fitness Trail
- 13 Splash Pad
- 14 Shade Sail + Parent's Plaza
- 15 Public Art Shade Structure
- 16 Beech
- 17 Stepped Sea Wall
- 18 Swinging Benches
- 19 Living Shoreline
- 20 Palm Court + Sunrise Plaza
- 21 Fishing Platform
- 22 Strolling Gardens
- 23 Bioswale (Existing)
- 24 Lake Shore Dr. Entry Sign (Removable Bollards Close for Events)
- 25 Lift Station (Existing)
- 26 Additional Parking (20 sp.)
- 27 Vendor Operated Tennis Center (Existing)
- 28 Restrooms (Existing)
- 29 Community Meeting Room (Existing)
- 30 Public Tennis Courts (Existing)
- 31 Floating Stage

Legend

- Existing Canopy Tree
- Existing Palm Tree
- Proposed Canopy Tree
- Proposed Flowering Tree
- Proposed Palm Tree
- Memorial
- Fitness Station

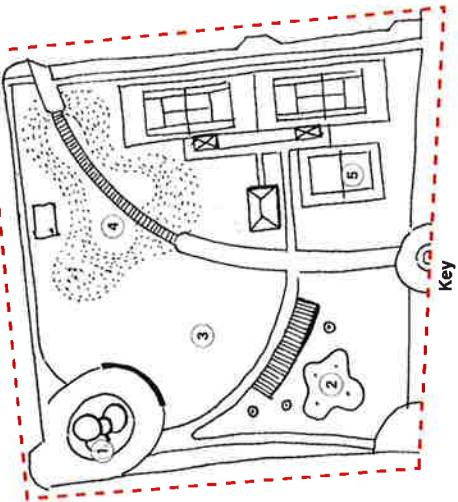
OPTION 1B



Key

- 1 Relocated and Adaptive Re-use Historic Homes
- 2 Increased Parking (16 sp.)
- 3 Relocated Pickleball Courts
- 4 Outdoor Dining
- 5 New Band Shell and Stage

OPTION 2



Key

- 1 Gateway Plaza w/ Public Art
- 2 Putting Green + Covered Seating Area
- 3 Raised Lawn
- 4 Rain Garden with 12 and up Mature Play
- 5 Sand Volleyball Court



Exhibit "E"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 3, 2022

Agenda Item No.

Agenda Title: 1100 2nd Court Review and Discussion of Two Proposals.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- ORDINANCE
- NEW BUSINESS**
- OTHER

- CONSENT AGENDA
- OLD BUSINESS

Approved by ^{ACTING} Town Manager Nadia Di Tommaso Date: 7/21/2022
Nadia Di Tommaso / Community Development Director

<p>Originating Department:</p> <p style="text-align: center;">Community Development</p>	<p>Costs: Legal Ad</p> <p>Funding Source: Advertising</p> <p>Acct. # 106-48100</p> <p><input type="checkbox"/> Finance <i>[Signature]</i></p>	<p>Attachments:</p> <ul style="list-style-type: none"> → Two Proposals Received (Quiza and Underhill) → Appraisal → Town Code Section 2-312 → Legal Ads
<p>Advertised:</p> <p>Date:</p> <p>Paper:</p> <p><input checked="" type="checkbox"/> Not Required</p>	<p>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.</p>	<p>Yes I have notified everyone _____</p> <p>Or</p> <p>Not applicable in this case <i>ND</i></p> <p>Please initial one.</p>

Summary Explanation/Background:

The Town acquired 1100 2nd Court through foreclosure in September 2021. Town Code Section 2-312 (enclosed) outlines the process for selling the property. The initial step was to get an appraisal for the property (also enclosed). The appraisal provides a market value of \$140,000 and assumes demolition and reconstruction due to the existing conditions of the property. At the June 1, 2022 meeting, the Commission directed Staff to offer the property for sale. The offering was noticed with the required legal ad and also emailed to all parties who expressed prior interest. The deadline to submit was July 1, 2022, 12pm. The conditions of sale, as agreed upon by the Commission were advertised as follows:

- (1) Demolition and construction of a new single-family home in accordance with the Town Code and Florida Building Code.

- (2) That buyer would apply for permits for the demolition and construction within 60 days of assuming ownership of the Property, and that all associated construction work, along with the issuance of a Certificate of Occupancy, shall be completed on or before 1 year following the issuance date of the building permit for construction of the single-family home.
- (3) That the buyer shall occupy the home as the buyer's, or buyer's immediate family member, primary residence for a period of at least 5 years from the date of issuance of the Certificate of Occupancy.
- (4) An offer to purchase must be accompanied by a 5% deposit of the proposed purchase price that will be returned to the proposer if the offer is rejected, or applied towards the purchase price if the offer is accepted.

COSTS INCURRED BY THE TOWN:

Public Works Costs for Maintenance (\$2,399.05)

Attorney Costs (\$30,678.32)

Previous out-of-pocket costs to the Town pursuant to abatements (\$27,466.62)

Utilities - Seacoast (\$441.34)

Appraisal (\$700)

TOTAL: \$61,685.33

ADDITIONAL ANTICIPATED COSTS:

Real Estate Costs (\$2,000+ per the Town Attorney's Office)

FOR INFORMATION:

Current Land Only Value (\$78,000 per the property appraiser)

Following tonight's discussion, Staff will work the Town Attorney on a final sales contract that will be presented at the September 7, 2022 Commission meeting so that it can be awarded. Both proposers were asked to be in attendance this evening to introduce themselves and answer questions.

Recommended Motion: I move to approve Staff moving forward with a sale contract between the Town and (Commission must select proposer**).**

**Igor Almeida & Natasha Quiza
5089 Thyme Drive
Palm Beach Gardens FL 33418**

July 1, 2022

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

To whom it may concern,

We are very grateful to submit our proposal for the purchase of real property located at 1100 2nd CT in the Town of Lake Park FL, 33403. Our proposed offer is of \$151,000. We would like to offer above the selling price due to our intention for the purchase.

We have recently become "business citizens" of Lake Park, signing a five year lease for our already establishing ten year business, PBGMA located at 802 10th Street, in Lake Park. We have a successful martial arts academy focused on changing the lives of our students. We have a tremendous impact on the community; a great emphasis on children; teaching discipline and respect, amongst other things.

Ever since we have moved our business here, we have fallen in love with the Town of Lake Park. We would love nothing more than to be citizens of Lake Park, to be more involved with the community as residents and as local small business owners. This property feels just right for us, and would truly appreciate the consideration in choosing us for the bid. We would like to grow our family here, and live a very long time in the beautiful Town of Lake Park.

Sincerely,

A handwritten signature in black ink, appearing to read 'Igor Almeida & Natasha Quiza', with a large, stylized flourish at the end.

Igor Almeida & Natasha Quiza

Enclosures: Sales Contract & Deposit Check

SALES CONTRACT

Seller Information

Full Name Town of Lake Park	
Address 535 Park Avenue, Lake Park, FL 33403	
Telephone _____	E-mail townclerk@lakeparkflorida.gov

Buyer Information

Full Name Igor Jose Oliveira De Almeida and Natasha Aileen Quiza	
Address 5089 Thyme Drive, Palm Beach Gardens, FL 33403	
Telephone (561) 723-5401	E-mail ialmeidainc@gmail.com

Description of Property

REAL PROPERTY LOCATED AT 1100 2ND CT IN THE TOWN OF LAKE PARK FL, 33403 (PROPERTY CONTROL NUMBER: 36-43-42-20-01-112-0180)

I, TOWN OF LAKE PARK (the "Seller"), hereby sell, transfer and convey all rights, title and interest in the above described property (the "Property") to IGOR JOSE OLIVEIRA DE ALMEIDA AND NATASHA AILEEN QUIZA (the "Buyer") for and in consideration of the total sum of **\$151,000.00 USD**, inclusive of all sales tax, paid by 5% DEPOSIT (\$7,550) AND REMAINDER VIA CASHIERS CHECK and the receipt of which is hereby acknowledged. This sum represents the mutually agreed upon purchase price of the Property, between both the Seller and the Buyer.

The condition of the property is **UNINHABITABLE**. THE SEIZED PROPERTY IS UNINHABITABLE UNTIL REMOVAL OF ITEMS, DEMOLITION AND CONSTRUCTION OF PROPERTY HAS BEEN COMPLETED.

THE BUYER WILL BE RESPONSIBLE FOR PAYING THE BUYER'S REAL ESTATE FEES

CONDITIONS OF SALE:

- Demolition of property with the exception of the concrete block system and construction of a new single-family home in accordance with the Town Code and Florida Building Code. –
- Buyer will apply for permits for the interior demolition and construction within 60 days of assuming ownership of the Property, and that all associated construction work, along with the issuance of a

Certificate of Occupancy, shall be completed on or before 1 year following the issuance date of the building permit for construction of the single-family home.

- Buyer will occupy the home as the buyer's, or buyer's immediate family member, primary residence for a period of at least 5 years from the date of issuance of the Certificate of Occupancy. Immediate family member is defined as: parents, spouse, children, domestic partner, sister, brother, grandparents and those relationships that arise as a result of marriage or adoption, or legal guardianship

- An offer to purchase must be accompanied by a 5% deposit of the proposed purchase price that will be returned to the proposer if the offer is rejected, or applied towards the purchase price if the offer is accepted. Checks must be payable to the Town of Lake Park. Minimum purchase price is \$140,000 per a recently completed appraisal.

The Seller certifies to the Buyer that the Seller is the legal and rightful owner of the Property and has full right and authority to convey the same.

The undersigned Seller declares under penalties of perjury that the statements herein contained are true and correct to the best of his or her knowledge, information and belief.

The undersigned Buyer accepts receipt of the Property described herein and understands and acknowledges that the Property is sold in "AS IS" condition without any guarantees or warranties of any kind, either express or implied.

TOWN OF LAKE PARK		July 01, 2022
_____ Seller Full Name	_____ Seller Signature	_____ Date

IGOR JOSE OLIVEIRA DE ALMEIDA		July 01, 2022
_____ Buyer Full Name	_____ Buyer Signature	_____ Date

NATASHA AILEEN QUIZA		July 01, 2022
_____ Buyer Full Name	_____ Buyer Signature	_____ Date

"AS IS" Residential Contract For Sale And Purchase

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



1* **PARTIES:** TOWN OF LAKE PARK ("Seller"),
2* and Aaron Underhill ("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: 1100 2nd Ct, West Palm Beach, FL 33403
- 8* (b) Located in: Palm Beach County, Florida. Property Tax ID #: 36-43-42-20-01-112-0180
- 9* (c) Real Property: The legal description is KELSEY CITY LTS 18 TO 21 INC BLK 112

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

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

21* Other Personal Property items included in this purchase are: _____

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

- 24* (e) The following items are excluded from the purchase: All items mentioned in Section 1(d).

25 _____

PURCHASE PRICE AND CLOSING

26* **2. PURCHASE PRICE** (U.S. currency):..... \$ 145,000.00

27* (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** \$ 7,250.00

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 _____ (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 Name: Vivian Mendez - Town of Lake Park

33* Address: _____ Phone: _____

34* E-mail: _____ Fax: _____

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

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

38* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 0%

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 (see STANDARD S)..... \$ 137,750.00

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

43 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
44 July 15, 2022, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
45* Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
46 the counter-offer is delivered.

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

49 **4. CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are
50 received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be
51 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of
52

53* this Contract, the Closing shall occur on July 29, 2022 ("Closing Date"), at the time
54 established by the Closing Agent.

55 **5. EXTENSION OF CLOSING DATE:**

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

64 **6. OCCUPANCY AND POSSESSION:**

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

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

86 **FINANCING**

87 **8. FINANCING:**

- 88* (a) This is a cash transaction with no financing contingency.
89* (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan
90* Approval Period"): (1) Buyer obtaining approval of a conventional FHA VA or other _____
91* (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** fixed, adjustable, fixed or
92 adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left
93 blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30)
94 years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation
95 of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required
96 for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").
97* (i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date
98 and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of
99 Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this
100 Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval
101 unless Rider V is attached.
102 Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall
103 be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes,
104 but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender
105 and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.
106 (ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's
107 mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions
108 of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) Assumption of existing mortgage (see Rider D for terms).

(d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

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

(a) COSTS TO BE PAID BY SELLER:

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

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

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: \$299 Brokerage Transaction fee
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.)

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

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

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

(iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

(a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

(b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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

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

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

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

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 0 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

- 275 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
276 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
277 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
278 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
279 Maintenance Requirement and has met all other contractual obligations.
- 280 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection
281 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,
282 written documentation or other information in Seller's possession, knowledge, or control relating to
283 improvements to the Property which are the subject of such open or needed permits, and shall promptly
284 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve
285 such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,
286 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs
287 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to
288 expend, any money.
- 289 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
290 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
291 to Buyer.

292 ESCROW AGENT AND BROKER

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

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

313 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
314 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
315 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
316 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
317 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
318 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND
319 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND
320 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,
321 WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each
322 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
323 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at
324 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with
325 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
326 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
327 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
328 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
329 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services
330 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

331 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and
332 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve
333 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker
334 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

335 **DEFAULT AND DISPUTE RESOLUTION**

336 **15. DEFAULT:**

337 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,
338 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit
339 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and
340 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under
341 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's
342 rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall
343 be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share
344 shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

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

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

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

354 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
355 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
356 16(b).

357 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
358 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
359 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
360 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
361 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
362 16 shall survive Closing or termination of this Contract.

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

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

369 **18. STANDARDS:**

370 **A. TITLE:**

371 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
372 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
373 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at
374 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance
375 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
376 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
377 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the
378 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of
379 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than
380 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
381 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach
382 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing
383 any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall
384 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance
385 with law.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

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

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

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

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

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

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

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

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

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

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

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

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

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

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

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

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

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

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

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

T. RESERVED.

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

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

- 556 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate
 557 from the IRS authorizing a reduced amount of withholding.
 558 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can
 559 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,
 560 stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and
 561 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer
 562 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds
 563 to the IRS.
 564 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced
 565 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the
 566 reduced sum required, if any, and timely remit said funds to the IRS.
 567 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has
 568 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
 569 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller
 570 on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in
 571 escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the
 572 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted
 573 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
 574 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
 575 transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the
 576 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
 577 disbursement in accordance with the final determination of the IRS, as applicable.
 578 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
 579 8288 and 8288-A, as filed.

W. RESERVED

580
 581 **X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller**
 582 **and against any real estate licensee involved in the negotiation of this Contract for any damage or defects**
 583 **pertaining to the physical condition of the Property that may exist at Closing of this Contract and be**
 584 **subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This**
 585 **provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive**
 586 **Closing.**

ADDENDA AND ADDITIONAL TERMS

587
 589* **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this
 590 Contract (Check if applicable):

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

591* 20. **ADDITIONAL TERMS:** Buyer agrees to the following terms.

592 Demolition and construction of a new single-family home in accordance with the Town
593 Code and Florida Building Code.

594 That buyer will apply for permits for the demolition and construction within 60 days of
595 assuming ownership of the Property, and that all associated construction work, along with
596 the issuance of a Certificate of Occupancy, shall be completed on or before 1 year following
597 the issuance date of the building permit for construction of the single-family home.

598 That the buyer will occupy the home as the buyer's, or buyer's immediate family member,
599 primary residence for a period of at least 5 years from the date of issuance of the Certificate
600 of Occupancy. Immediate family member is defined as: parents, spouse, children,
601 domestic partner, sister, brother, grandparents and those relationships that arise as a
602 result of marriage or adoption, or legal guardianship.

603
604 **THE BUYER WILL BE RESPONSIBLE FOR PAYING THE BUYER'S REAL ESTATE FEES**
605 **No commission is due to Premier Brokers International.**

606
607 **Buyer agrees to acquire property As - IS - No inspection Period,**
608

609 **COUNTER-OFFER**

610 Seller counters Buyer's offer.

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

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

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

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

620* Buyer: Aaron Underhill Date: 06/29/2022

621* Buyer: _____ Date: _____

622* Seller: _____ Date: _____

623* Seller: _____ Date: _____

624 Buyer's address for purposes of notice Seller's address for purposes of notice
625* 404 Sandtree Dr, 535 Park Ave,
626* North Palm Beach, FL 33410 Lake Park, FL 33403
627* _____

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

634* Jonathan Frank N/A
635 **Cooperating Sales Associate, if any** **Listing Sales Associate**

636* Premier Brokers International N/A
637 **Cooperating Broker, if any** **Listing Broker**

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 TOWN OF LAKE PARK (SELLER) and Aaron Underhill (BUYER) concerning the Property described as 1100 2nd Ct, West Palm Beach, FL 33403

Buyer's Initials AU 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)

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

SELLER _____	Date _____	<u>Aaron Underhill</u>	06/29/2022
		BUYER	Date
SELLER _____	Date _____	BUYER	Date
		<u>Jonathan Frank</u>	06/29/2022 11:03 AM
Listing Licensee _____	Date _____	Selling 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.

Underhill Proposal

Account Activity

Tuesday, June 28, 2022

Premiere Money Market XXXXXX3456 Available Balance: **\$150,026.90**

Account Summary

Available Balance:	\$150,026.90	Interest Paid to Date:	\$21.69
Ledger Balance:	\$150,026.90	Interest Paid Last Year:	\$47.37
Pending Withdrawals:	\$0.00	Last Deposit Amount:	\$25,000.00 06/21/2022
Pending Deposits:	\$0.00	Last Statement Balance:	\$130,026.90 05/31/2022

Account Details

Nickname:	None
Type:	Premiere Money Market
Text Banking Nickname:	None
Address:	404 SANDTREE DR PALM BEACH GARDENS, FL 33403 - 1506

Pending Transactions

These transactions have been submitted to us since the last business day and are not yet posted to your account. When they have posted, they will be reflected in your Posted Transactions. Pending items may affect your Available Balance and are not a statement of your account.

Date	Description	Withdrawals	Deposits
You have no pending transactions			

Posted Transactions

Date	Description	Withdrawals	Deposits	Balance
06/21/2022	ONLINE TRANSFER FROM XXXXX9538		\$25,000.00	\$150,026.90
06/08/2022	ONLINE TRANSFER TO XXXXX9538	\$10,000.00		\$125,026.90
06/06/2022	DEPOSIT XXXXX3678		\$5,000.00	\$135,026.90
05/31/2022	INTEREST PAYMENT		\$3.74	\$130,026.90
05/31/2022	ONLINE TRANSFER TO XXXXX9538	\$10,000.00		\$130,023.16
05/23/2022	ONLINE TRANSFER TO XXXXX9538	\$10,000.00		\$140,023.16
04/30/2022	INTEREST PAYMENT		\$3.95	\$150,023.16
04/28/2022	ONLINE TRANSFER TO XXXXX9538	\$10,000.00		\$150,019.21
04/04/2022	ONLINE TRANSFER TO XXXXX9538	\$10,000.00		\$160,019.21
03/31/2022	INTEREST PAYMENT		\$4.41	\$170,019.21

APPRAISAL OF



LOCATED AT:

1100 2nd Court
Lake Park, FL, 33403

FOR:

Town of Lake Park
535 Park Avenue
Lake Park, FL, 33403-2688

BORROWER:

Not applicable

AS OF:

March 28, 2022

BY:

Michael J. Kishner
State-certified General Appraiser 1913

April 13, 2022

Town of Lake Park
535 Park Avenue
Lake Park, FL, 33403-2688

Re: Appraisal of 1100 2nd Court, Lake Park, Florida 33403

The subject single-family residence reflects a chronological age of 50 years, and is in disrepair; it is built on a crawl space with wooden floor structure. The property is vacant as of the date of this appraisal, but was previously occupied by a single-family residence. The appraiser was unable to access most of the interior, and visual inspection was also limited. A portion of floor appears to have collapsed. The appraiser is not an engineer, and renders no opinion regarding the structural integrity of the building.

Based on the age and apparent condition of the building, the improvements are considered to have no contributory value; impact fee credits are considered to offset demolition costs. The market value of the property in "as is" condition as of the date of appraisal is considered to be equal to the value of the site as if vacant and available for development to its highest and best use. The market value of the subject site as of the effective date of appraisal is estimated at \$140,000.

The estimated prospective value of the property is based on the assumption that the existing improvements would be replaced with a hypothetical new residence of similar quality and construction. The details with regard to living area and room count and other elements are presented within the appraisal report. The prospective market value of a hypothetical new residence constructed to local standards specified by the appraiser is estimated at \$585,000.

Our estimate of market value is based on conditions existing as of the date of appraisal and observed trends, and the appraiser is not responsible for events that further alter market conditions, and thereby affect market value, subsequent to the effective date of appraisal.

The appraisal analyses, opinions and conclusions were developed and this appraisal report has been prepared in conformance with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation.

This letter of transmittal precedes the appraisal report, further describing the property and containing the most pertinent data leading to the final value estimate. As such, this letter does not constitute an appraisal report in and of itself, and may not be used independently.

Respectfully submitted,

Kishner & Associates, LLC
Michael J. Kishner
State-Certified General Appraiser RZ1913

Uniform Residential Appraisal Report Form No. RZ2006

Property Address: 1100 2nd Court, Lake Park, FL 32403. Subdivision: 440 Auribrain Circle, Lake Park, FL 32403. Date of Report: 03/29/2022.

General Description: 1,850 sq. ft. single-family detached home, 2.0 beds, 2.0 baths. Foundation: Concrete Slab. Roof: Asph/Flt Shingles.

Interior: Living Room, Dining Room, Kitchen, Two Bedrooms, Two Bathrooms, Full Kitchen, Hardwood Floors, Granite Countertops.

Comments: The market value of the subject property is \$95,000. The subject property is a hypothetical new construction single-family residence. Equal weight is placed on the sales comparison approach and cost approach.

Uniform Residential Appraisal Report Form No. RZ2006

Property Address: 1100 2nd Court, Lake Park, FL 32403. Subdivision: 440 Auribrain Circle, Lake Park, FL 32403. Date of Report: 03/29/2022.

General Description: 1,850 sq. ft. single-family detached home, 2.0 beds, 2.0 baths. Foundation: Concrete Slab. Roof: Asph/Flt Shingles.

Interior: Living Room, Dining Room, Kitchen, Two Bedrooms, Two Bathrooms, Full Kitchen, Hardwood Floors, Granite Countertops.

Comments: The market value of the subject property is \$95,000. The subject property is a hypothetical new construction single-family residence. Equal weight is placed on the sales comparison approach and cost approach.

ANDREA OSBORN

Uniform Residential Appraisal Report

The subject single-family residence was constructed in 1992. It is built on a crawl space with wooden floor structure. The property is vacant as of the date of this appraisal, but was previously occupied by a "holow" and most of the interior is inaccessible due to miscellaneous boxes of unknown contents, and miscellaneous objects and debris on the floor. The appraiser was unable to access most of the interior, and visual inspection was also limited. A portion of floor appears to have collapsed, possibly due to the weight of boxes and other objects. The appraiser is not an engineer, and renders no opinion regarding the structural integrity of the building. Based on the age and apparent condition of the building, however, the improvements are considered to have no contributory value. Impact the credits are considered to offset demolition costs. The market value of the property in "as is" condition as of the date of appraisal is considered to be equal to the value of the title in vacant and available for development to its highest and best use. The appraiser is not providing any opinion regarding the property's potential for development, and is not providing any opinion regarding the family residence concluded to meet market standards. The sale record and interior photos are included in the report. The subject residence are based on recent sales reported in the multiple listing service (MLS) and attached MLS data returned in our file.

Table with columns for COST APPROACH TO VALUE, including Market Value, Less: Accrued Depreciation, and Net Value. Includes a section for APPLICABLE ADJUSTMENTS with rows for Good, Appliances, extras, and other items.

INFORMATION ON SUBJECT PROPERTY: 1516 INDEPENDENT COURT NW, DUBLIN, GA 30128. Estimated subject site value is based on sales of "in" residential lots within the subject neighborhood and other areas in Palm Beach County in which there have been new residential construction in a similar established neighborhood of older homes, supported by extraction of lot value from improved sales. The subject is assumed to be new construction completed in a workmanlike manner, with no accrued depreciation.

PROJECT INFORMATION FOR PUD, REFINANCING, or REAPPRAISAL. Includes fields for Lender, Appraiser, and other project details.

As the appraiser, I certify that I am a duly Licensed Appraiser? Yes No. I have read the entire report and certify that the information contained herein is true and correct to the best of my knowledge and belief.

Uniform Residential Appraisal Report

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit, including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work: intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations or changes required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the definition of market value, statement of assumptions and limiting conditions, and certifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. (3) limit each of the comparable sales to at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

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 aware that 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 or she considers his or her 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 acceptable to both parties; and (5) the price represents fair market value for the property sold unencumbered by special or creative financing or sales concessions granted by anyone associated with the sale.

*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 being appraised. Any adjustment should not be calculated on a nonrecourse dollar for dollar cost of the financing, but rather on the basis of the lender's or the seller's judgment. Any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting 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, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other sources) and has noted in this appraisal report whether any portion of the subject title is located in an identified Special Flood Hazard Area (SFHA). Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. 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.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, 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 research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, mold, radon, asbestos, lead paint, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. 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, this appraisal report must not be considered as an environmental assessment of the property.
6. 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 the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRASERS CERTIFICATION: The Appraiser certifies and agrees that:

- I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
- I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
- I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
- I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
- I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
- I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property that has been built or will be built on the land.
- I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
- I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
- I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
- I have knowledge and experience in appraising this type of property in this market area.
- I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
- I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
- I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have considered the effects of such factors as: hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
- I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
- I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
- I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, 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 or on any other bases prohibited by law.
- My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the value of (or a specific result or occurrence of) a specific subsequent event (such as approval of a pending mortgage loan application).
- I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual (or individuals) in the performance of this appraisal or the preparation of this appraisal report, I have named that individual(s) and disclosed the specific tasks performed in this appraisal report. I have not allowed any other person to perform any appraisal tasks that were intended to be performed by me, or any item in this appraisal report, therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
- I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
- The lender/client may disclose or distribute this appraisal report to the borrower, another lender at the request of the borrower, the mortgagee or its successors or assigns, mortgage insurers, government sponsored enterprises, other secondary market participants, data collection or reporting services, professional appraisal organizations, any department, agency, or instrumentality of the United States, and any state, the District of Columbia, or other jurisdictions, without having to obtain the appraiser's or the lender/client's consent. I have not disclosed this appraisal report, or any part of its contents, to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors or assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of a mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISERS CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Michael J Kirshner
 Signature _____
 Name _____
 Company Name Kirshner & Associates LLC
 Company Address 7160 Grassy Bay Drive
 West Palm Beach, FL 33411
 Telephone Number 561-370-4458
 Email Address mjkirshner@appraiser.com
 Date of State or Federal Registration 04/13/2022
 Effective Date of Appraisal 03/28/2022
 State Certification # RZ1513
 or State License # _____
 State Florida
 State _____ State # _____
 Expiration Date of Certification or License 11/30/2022

ADDRESS OF PROPERTY APPRAISED
 1100 2nd Court
 Lakeland, FL 33803

APPRaised VALUE OF SUBJECT PROPERTY \$ 595,000

LENDER/CLIENT
 Name John D'Agostino
 Company Name Town of Lake Park
 Company Address 535 Park Avenue
 Lakeland, FL 33803-2688
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of State or Federal Registration _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY
 Did not inspect subject property
 Did not inspect interior and exterior of subject property from street
 Did not inspect interior and exterior of subject property
 Date of inspection _____

COMPARABLE SALES
 Did not inspect exterior of comparable sales from street
 Did not inspect exterior of comparable sales from street
 Date of inspection _____

COMPARABLE PROPERTY PHOTO ADDENDUM

Business: Not Applicable
Property Address: 1100 2nd Court
City: Lake Park
State: FL
Zip: 32403
Parcel No.: E22006
Sale Price: \$ 510,000



COMPARABLE SALE #1

440 Australian Circle
Lake Park, FL 32403
Sale Date: 9/3/22, c0222
Sale Price: \$ 510,000



COMPARABLE SALE #2

3414 Florida Boulevard
Palm Beach Gardens, FL 33410
Sale Date: 8/10/21, c0821
Sale Price: \$ 515,000



COMPARABLE SALE #3

6944 2nd Street
Jupiter, FL 33458
Sale Date: 8/12/21, c1121
Sale Price: \$ 549,000

Business: Not applicable
Property Address: 1100 2nd Court
City: Lake Park
State: FL
Zip: 32403
Parcel No.: E22006
Sale Price: \$ 510,000



Subject Exterior ("As Is")



Subject Exterior ("As Is")



Subject Interior ("As Is")

COMPARABLE PROPERTY PHOTO ADDENDUM

Business: Not applicable
 Property Address: 1100 2nd Court
 City: Lake Park
 State: FL
 Zip: 33403
 File No.: RZ2206
 Case No.: Z-13-33403



COMPARABLE SALE #4

6601 Australian Street
 Jupiter, FL 33458
 Sale Date: 1/22/21 c11121
 Sale Price: \$ 539,000



COMPARABLE SALE #5

256 Forestera Drive
 Lake Park, FL 33403
 Sale Date: 1/12/21 c1021
 Sale Price: \$ 462,000

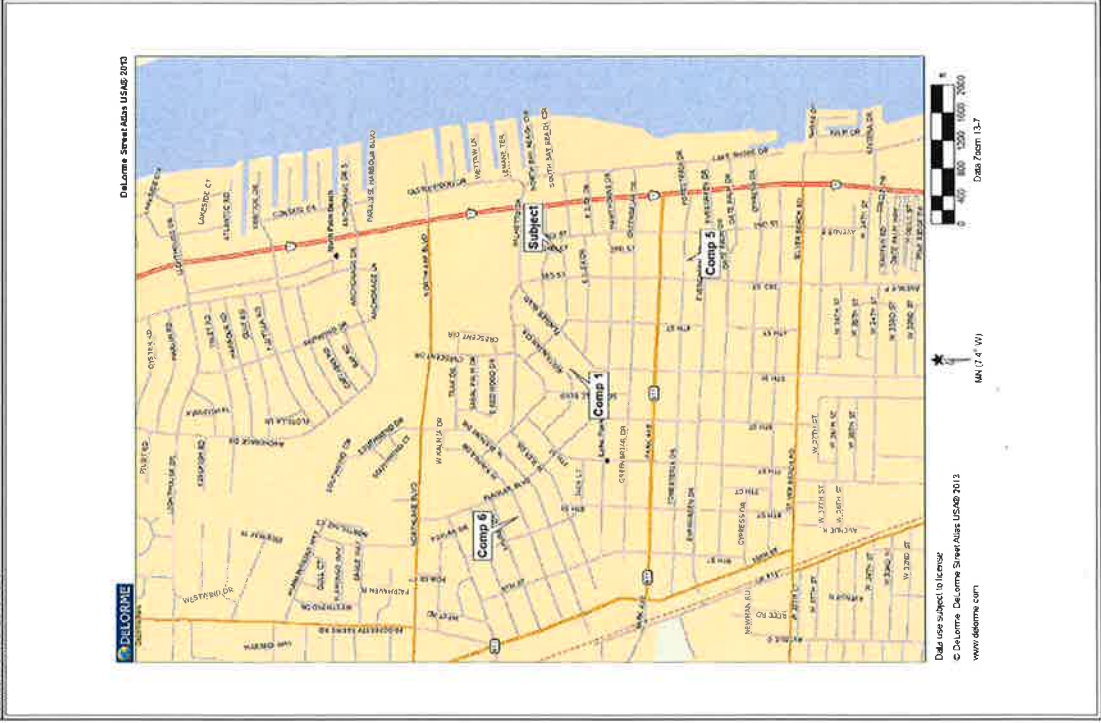


COMPARABLE SALE #6

728 W Kalma Drive
 Lake Park, FL 33403
 Sale Date: Active
 Sale Price: \$ 649,900

LOCATION MAP

Business: Not applicable
 Property Address: 1100 2nd Court
 City: Lake Park
 State: FL
 Zip: 33403
 File No.: RZ2206
 Case No.: Z-13-33403



Subject and Comparable Map



Browsers: Not applicable
 Primary Address: 1100 2nd Court
 City: Lake Park
 County: Town of Lake Park
 State: FL
 Parcel No.: Z-33403
 Form No.: RZ2006

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 www.delorme.com

Form No. RZ2006

DEFINITION OF MARKET VALUE: The most probable price which a property, situated in a competitive and active market under all conditions, requires to a fair sale, the buyer and seller, each acting rationally, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the assumption of a sale at 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 sale concessions granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sale concessions. No adjustments are necessary for those costs which are normally paid by either as a result of condition or law in a market area, where costs are readily identifiable since the seller pays those costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparison to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustments should not be a mechanical matter for either party but the appraiser has the discretion to make such adjustments based on the appraiser's judgment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following 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 a listing number, representative ownership.
- The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
- 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 guarantee, express or implied, regarding the 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 are made in advance between the parties.
- The appraiser has estimated the value of the land in the best approach at its highest and best use and the improvements at their contributory value. These appraisal valuations of the land and improvements must not be used in conjunction with any other appraisal and the appraisal is for the property as shown.
- The appraiser has noted in the appraisal report any adverse conditions (such as, 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 reason involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unreported conditions of the property or adverse environmental conditions (including 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 guarantee or warranty, 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.

7. The appraiser has obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she believes 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.

8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

9. The appraiser has used his or her judgment to select the most appropriate and reliable information for the appraisal report. The appraiser has used his or her judgment in the selection of the information that is included in the appraisal report and the appraiser is not responsible for the accuracy of such information that was furnished by other parties.

10. The appraiser must provide his or her prior written consent before the beneficiaries 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 federal approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the beneficiaries may distribute the property description section of the report only to date collection or reporting services) 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, press, or other media.

USPAP ADDENDUM

Borrower: Not applicable
Property Address: 1100 2nd Court
City: Lake Park
County: Palm Beach
State: FL
Zip Code: 32403
Lender: Town of Lake Park

Reasonable Expectation Term
My opinion of a reasonable expectation term for the subject property at the market value stated in this report is: less than three (3) months.

Additional Certifications
[X] 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 the date of this assignment.
[] I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the date of this assignment. Those services are described in the comments below.

Additional Comments
The estimate of market value in "as is" is based on the observed condition of the subject property. I am not a contractor or engineer, and not qualified to render any opinion with regard to structural integrity of the building or foundation. It is my opinion that a prospective buyer would consider the existing subject improvements to have no significant contributory, and the market value of the subject property in "as is" condition is equal to the market value of the subject site as if vacant.

Based on the most recent sales of fully renovated homes in the subject neighborhood and new construction homes built in "infill" lots in similar neighborhood, the prospective market value estimated assumes construction of a detached single-family residence containing approximately 1,850 square feet of living area, including three bedrooms and two full bathrooms, with an attached two-car garage.

SUPERVISORY APPRAISER (only if required)

Signature: Michael J. Kirshner
Name: Michael J. Kirshner
Date Signed: 04/13/2022
State Certification #: RZ1913
or State License #:
State: FL
Expiration Date of Certification or License: 11/30/2022
Signature of Supervisor:
Name:
Date Signed:
State Certification #:
or State License #:
State:
Expiration Date of Certification or License:
I Do Not [] Estimate only from files [] Inspect and Estimate

APPRAISERS CERTIFICATION: The Appraiser certifies and agrees that:

- 1. I have researched the subject interest and have reviewed a minimum of three recent sales of properties most similar and proximate to the subject property for comparison in the same geographic area and have made a dollar adjustment when appropriate to reflect the market reaction in those terms of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, a negative adjustment is appropriate. If a significant item in a comparable property is inferior to, or less favorable than, the subject property, a positive adjustment is appropriate. I have made a positive adjustment to increase the adjusted sales price of the subject property.
2. I have taken the date of the report into account and have made an adjustment to the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, in the best of my knowledge, that all testimony and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in the form.
4. I have no present or prospective interest in the subject that is the subject of this report, and I have no present or prospective personal interest in the subject in the transaction. I did not have, either directly or indirectly, any interest in, or any right to, the subject property at the time of the appraisal. I am not a party to the transaction. I am not a party to the transaction. I am not a party to the transaction. I am not a party to the transaction.
5. I have no present or prospective financial interest in the subject property, and neither my spouse nor I have any interest in the subject property. I have no present or prospective financial interest in the subject property. I have no present or prospective financial interest in the subject property. I have no present or prospective financial interest in the subject property.
6. I have not prepared or supervised the preparation of this report for the purpose of obtaining or attempting to obtain a specific mortgage loan, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for sale in the open market is a condition in the definition of market value and the estimate I developed in this report is based on the market value in the neighborhood of the subject property, and I have otherwise stated in the report.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all improvements located on the subject property. I have not inspected the interior of the subject property. I have not inspected the interior of the subject property. I have not inspected the interior of the subject property. I have not inspected the interior of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report. I have named such individual(s) and disclosed the specific tasks performed by them in the recitation section of this appraisal report. I have not named such individual(s) and disclosed the specific tasks performed by them in the recitation section of this appraisal report. I have not named such individual(s) and disclosed the specific tasks performed by them in the recitation section of this appraisal report. I have not named such individual(s) and disclosed the specific tasks performed by them in the recitation section of this appraisal report.

SUPERVISORY APPRAISER'S CERTIFICATION: I, a supervisory appraiser, signed the appraisal report, or the appraisal report and conclusions of the appraiser, and I agree to be bound by the appraiser's certification, numbered 1 through 7 above, and am acting in responsibility as the appraiser's supervisory appraiser.

ADDRESS OF PROPERTY APPRAISED: Lake Park, FL 32403

SUPERVISORY APPRAISER (only if required)

Signature: Michael J. Kirshner
Name: Michael J. Kirshner
Date Signed: 04/13/2022
State Certification #: RZ1913
or State License #:
State: FL
Expiration Date of Certification or License: 11/30/2022
I Do Not [] Inspect Property

Sec. 2-312. Procedure for the selling of real property.

No real property shall be sold except in accordance with the following procedure:

- (1) The town manager, at a public meeting, shall request the town commission to adopt a resolution authorizing the offer for sale of a specific piece of property; and declaring the consideration, and conditions of sale, if any. Such resolution shall state that the property is not needed for public use. This resolution may be adopted at the same or a subsequent meeting of the town commission.
- (2) The purchase price shall not be less than the fair market value of the property according to an appraisal report made as of less than 12 months before the date of the resolution mentioned above.
- (3) The purchase price may be less than the fair market value if the proposed purchaser is the United States of America, the state, the county, any agency of the foregoing, another municipality, a community agency, or other government agency, or if the town commission finds that exceptional circumstances exist which warrant a departure from the fair market value.
- (4) The property shall be advertised for sale in the Palm Beach Post for two weeks. Such advertisement shall include the address of the property, the asking price, the fact that special conditions may apply to the sale, and the name and number of the town personnel to contact. A sign may also be placed on the property.
- (5) An offer to purchase real property shall be accompanied by a deposit of five percent of the proposed purchase price, but not less than \$500.00, and shall be held by the town. If the offer is accepted, such money will be applied towards the purchase price. If the offer is rejected, the deposit shall be returned to the proposer.
- (6) Upon receipt of an offer to purchase and deposit for same, the town manager shall forward such offer to the town commission for consideration.
- (7) The town commission shall, before making its final decision regarding the sale of real property, hold a public hearing following at least 15 days' notice of the time, place and subject of such hearing, published in a newspaper of general circulation in the town, for the purpose of hearing comments regarding the sale of such property. The notice shall include a general description of the property, the appraised value, the proposed purchase price, and the name and address of the proposed purchaser.
- (8) Upon acceptance of an offer, the commission shall adopt a resolution authorizing the sale. Such resolution shall particularly describe the property, name the sale price, the conditions of sale, and the name and address of the purchaser.
- (9) Notwithstanding the above, the town commission may, upon making a finding that the use of a licensed real estate agent would benefit the town assisting in the sale of the property, then the town commission may authorize the town manager to engage the services of a real estate agent who is licensed in the state, and whose home or business is in the town. Prior to such an authorization, the town manager shall compile a list of licensed agents who have expressed interest in representing the town. To be placed on this list, the agent must supply to the town manager a statement of that agent's qualifications and percentage of the sale price that the agent charges for such representation. The town commission shall direct the town manager which agent shall be engaged for each transaction. Such direction shall come at the time that the resolution offering the property for sale is adopted.
- (10) Should the town commission make a finding of fact that the sale of a parcel or town-owned property would be advantageous to the town, the town commission may vote to allow a parcel to be sold at auction on a cash basis, payment due by the end of business on the day of the auction. However, the conditions precedent as set forth in section 2-313 as well as those in subsections (1) through (4) of this section shall apply.

(Ord. No. 26-2001, § 1, 1-2-2002; Ord. No. 16-2002, § 1, 6-5-2002; Code 1978, § 2-311)

Ad Preview

**PUBLIC NOTICE
TOWN OF LAKE PARK
PROPERTY FOR SALE- PUBLIC
DISCUSSION**

BE ADVISED THAT THE TOWN OF LAKE PARK IS THE LEGAL OWNER OF REAL PROPERTY LOCATED AT 1100 2ND COURT IN THE TOWN OF LAKE PARK, FL, 33403 (PROPERTY CONTROL NUMBER: 36-43-42-20-01-112-0180). THE TOWN COMMISSION, BY RESOLUTION 35-06-22 APPROVED THE OFFERING FOR THE SALE OF THE PROPERTY. THIS NOTICE SERVES AS THE OFFICIAL 15-DAY ADVANCE PUBLIC NOTICE FOR COMMISSION DISCUSSION AND COMMENTS ON THE PROPOSALS RECEIVED FOR THE SALE OF THE PROPERTY.

THE PROPERTY WAS PREVIOUSLY APPRAISED AT \$140,000, CONTINGENT ON DEMOLITION AND REBUILD, REFLECTING THE STARTING PURCHASE PRICE. THE TOWN RECEIVED TWO PROPOSALS TO PURCHASE BY THE JULY 1, 2022-12PM DEADLINE FOR PROPOSALS:

• Igor Almelda & Natasha Qulza – 5089 Thyme Drive, Palm Beach Gardens, FL 33418

• Aaron Underhill – 404 Sandtree Drive, North Palm Beach, FL 33410

ALL DISCUSSION WILL OCCUR IN PERSON AT A PUBLIC MEETING TO BE HELD ON WEDNESDAY, AUGUST 3, 2022 AT 4:30PM, OR AS SOON THEREAFTER AS CAN BE HEARD, IN THE TOWN HALL COMMISSION CHAMBERS LOCATED AT 535 PARK AVENUE, LAKE PARK, FL 33403.

Town Clerk: Vivian Mendez
July 19, 2022 7542382

Exhibit "F"

2022 Sanitation Rate Study



- Multi-Family Dwellings:
 - Code does not differentiate between single-family and multi-family dwellings
 - Single-family/<5 unit multi-family dwelling=\$234.88
 - >5 unit multi-family dwelling =\$159.06 (32% lower than single-family)
 - Multi-family (5 units or greater) w/ dumpster service: **44 of 50 (88%)**
 - Residential Single-family and Multi-family dwellings have differing solid waste generation rates and collection requirements

2022 Sanitation Rate Study



- Commercial Non-Ad-Valorem:
 - Assessment is based on square footage of commercial property and rate of solid waste generation (low, medium, and high)
 - Represents approximately **\$90,000** in total annual Revenue (9.7%)
 - Neighboring communities do not assess a separate Non-Ad-Valorem assessment annually; only charge for dumpster fees

Recommendations



1. Approve and implement a 10% rate increase for both Residential and Commercial services

- FY-22 Revenues: \$1,919,500.00
- FY-23 Revenue: **\$2,111,450.00***
- Projected Revenue Increase: **\$191,950.00**
- *(Implementation Timeline: October 2022)*

*Proposed



Recommendations



2. Simplify Commercial Sanitation Rate Structure by combining annual Non-Ad-Valorem Assessment with monthly dumpster fees.

- Estimated Commercial Non-Ad-Valorem Revenue: **\$90,000.00** (9.7% of total)
- Percentage Increase: **0% (Revenue Neutral)**
- Implementation Timeline: *October 2022*
- Example:
 - Speedway, 1216 Northlake Blvd
 - Service: 4-cy dumpster, x2/week

Current Annual NAV	Current Monthly Dumpster Fees	Proposed Annual NAV	Proposed Monthly Dumpster Fees
\$308.16	\$323.54	N/A	\$387.28

Recommendations

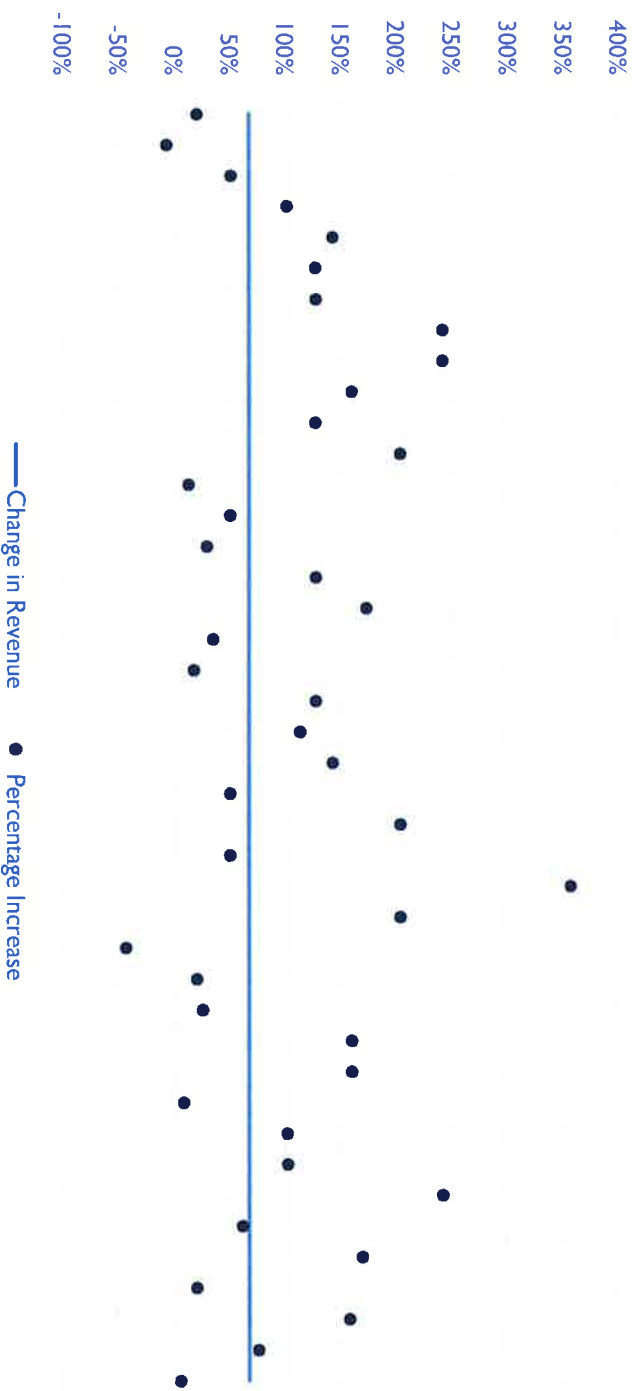


3. Complete Bi-Annual Sanitation Rate Study (*Study Timeline: Jan 2023*)
4. Transition Multi-Family (5 units or greater) to Commercial Rate Class
 - Requires Update to Ordinance
 - Aligns Rate Class w/ Type of Service
 - Industry standard
 - Preceded by robust public outreach and meetings
 - Projected Revenue increase of **\$115,807.00 (68%)**
 - Varying cost increases for dumpster services (Billed to HOA's)
 - *Implementation Timeline: **FY-24***

Recommendations



MULTI-FAMILY (5 OR GREATER) RATE OUTLOOK



Average: **109%**

Minimum: **-42%**

Maximum: **358%**

— Change in Revenue • Percentage Increase



Recommendations

- **Example:** Lake View Condominium, 810 Lake Shore Drive
 Service: (2) 3-cy x3/week

Annual NAV Assessment to EA Property Owner (8 Units)	Total Annual NAV Assessment (Revenue)	Annual Proposed NAV Assessment to EA Property Owner (207 Units)	Proposed Monthly Commercial Dumpster Fees Billed to HOA's	Proposed Annual Commercial Dumpster Fees (Revenue) Billed to HOA's	Estimated Percentage Increase
\$159.06	\$7,316.76	N/A	\$727.94	\$8,735.28	19%



Recommendations

- **Example:** Mariner's Key, 901 Lake Shore Drive
 Service: (8) 2-cy dumpsters and (8) 3-cy x3/week

Annual NAV Assessment to EA Property Owner (207 Units)	Total Annual NAV Assessment (Revenue)	Annual Proposed NAV Assessment to EA Property Owner (207 Units)	Proposed Monthly Commercial Dumpster Fees Billed to HOA's	Proposed Annual Commercial Dumpster Fees (Revenue) Billed to HOA's	Estimated Percentage Increase
\$160.84	\$33,293.88	N/A	\$4,852.88	\$58,234.56	77%



Recommendations

- Example: 543 Kalmia Drive
Service: (1) 3-cy x2/week

Annual NAV Assessment to EA Property Owner (8 Units)	Total Annual NAV Assessment (Revenue)	Annual Proposed NAV Assessment to EA Property Owner (207 Units)	Proposed Monthly Commercial Dumpster Fees Billed to HOA's	Proposed Annual Commercial Dumpster Fees (Revenue) Billed to HOA's	Estimated Percentage Increase
\$159.06	\$1,272.48	N/A	\$242.64	\$2,911.68	129%



Discussion/Questions