



**HISTORIC TOWN OF EATONVILLE, FLORIDA**  
**CRA BOARD OF DIRECTORS**  
**SPECIAL MEETING**  
**JULY 15, 2025, AT 5:30 PM**  
**Cover Sheet**

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

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**ITEM TITLE:** Approval of Resolution 2025-26 TOE CRA Lease Purchase Agreement for property located at 140 S. West St. (**Administration**)

**BOARD OF DIRECTORS ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department: TOE CRA</b>
<b>CONSENT AGENDA</b>		<b>Exhibits</b> <ul style="list-style-type: none"><li>• Resolution 2025-26</li><li>• Lease Purchase Agreement</li></ul>
<b>BOARD DECISION</b>	YES	
<b>ADMINISTRATIVE</b>		

**REQUEST:** The Executive Director is requesting that the Board of Directors authorize the lease purchase of property located at 140 S. West St. by approving Resolution 2025-26

**SUMMARY:** The TOE CRA has expressed the desire to acquire property located at 140 S. West St. whose parcel I.D. # is 36-21-29-3660-03-010 and legal descriptions is HOLDEN BROS SUB C/85 LOTS 1 TO 4 BLK 3. The CRA Attorney has prepared such lease purchase agreement and its terms and conditions. By entering into this agreement, the Board of Directors will provide a much needed facility for the Seniors of the Town of Eatonville which will address Senior Programming and community partnerships with the Winter Park Health Foundation and other community partners. The facility will also provide wellness services and programming for our senior population. The current zoning of property is R-2 and recreational uses meet the required zoning requirements. A loan/line of credit is being sought through the Florida Community Loan Fund to complete the purchase and renovation needed.

**RECOMMENDATION:** Approval of Resolution 2025-26 CRA Lease Purchase Agreement for Property located at 140 S. West St.

**FISCAL & EFFICIENCY DATA:** \$100 a year for lease and purchase price of \$650,000.00 to be completed through either a line of credit or loan to include renovation cost.

## **Resolution 2025-26**

**A RESOLUTION OF THE TOWN OF EATONVILLE BOARD OF DIRECTORS AUTHORIZING THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY THE AUTHORITY TO COMPLETE THE LEASE PURCHASE AGREEMENT FOR PROPERTY LOCATED AT 140 S. WEST STREET, EATONVILLE, FLORIDA 32751 WHOSE PARCEL ID IS 36-21-29-3660-03-010, AND LEGAL DESCRIPTION IS HOLDEN BROS SUB C/85 LOTS 1 TO 4 BLK 3, PROVIDING FOR CONFLICT, SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS** the Board of Director shas adopted the Town of Eatonville CRA Plan which addresses the removal of slum and blight as identified in the Blight Study; and

**WHEREAS** the Board of Directors acknowledges Florida Statute 163.357 1 (b) which states the members of the governing body shall be the members of the agency, but such members constitute the head of a legal entity, separate, distinct, and independent from the governing body of the county or municipality. If the governing body declares itself to be an agency which already exists, the new agency is subject to all of the responsibilities and liabilities imposed or incurred by the existing agency.

**WHEREAS** the Board of Directors acknowledges Florida Statute 163.358 4 the power to approve the acquisition, demolition, removal, or disposal of property as provided in s. 163.370(4) and the power to assume the responsibility to bear loss as provided in s. 163.370(4).

**WHEREAS** the Board of Directors desires to confirm its authority to approve the lease purchase of property by the Town of Eatonville Community Redevelopment Agency; and

**WHEREAS** the Board of Directors authorizes the Town of Eatonville Community Redevelopment Agency the right to lease purchase property located at 140 S. West Street, Eatonville, Florida 32751, whose Parcel ID is 36-21-29-3660-03-010 and legal description is HOLDEN BROS SUB C/85 LOTS 1 TO 4 BLK 3.; and

**WHEREAS** the Board of Directors of the Town of Eatonville supports the lease purchase price of \$100.00 annually for the lease and \$650,000.00 for purchase of said property subject to loan/line of credit approval; and

**WHEREAS NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE TOWN COUNCIL**

**SECTION ONE: AMENDMENTS.** The Board of Directors of the Town of Eatonville shall reserve the right to provide for amendments to this resolution as needed to accomplish the goals and objective of the Town of Eatonville CRA Plan.

**SECTION TWO: AUTHORIZATION:** Authorizes the Town of Eatonville Community Redevelopment Agency to execute the lease purchase of property located at 140 S. West Street, Eatonville, Florida 32751, whose Parcel ID is 36-21-29-3660-03-010 and legal description is HOLDEN BROS SUB C/85 LOTS 1 TO 4 BLK 3. Additionally, this resolution gives the Executive Director the authority to execute such lease purchase agreement as attached to this resolution.

**SECTION THREE: CONFLICTS:** All Resolutions of the Town of Eatonville Board of Directors or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and repealed.

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

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

**PASSED AND ADOPTED** this 15<sup>th</sup> day of July 2025.

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Angie Gardner, Chair

**ATTEST:**

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Veronica King, Town Clerk or Designee

TOWN OF EATONVILLE  
COMMUNITY REDEVELOPMENT AGENCY  
LEASE PURCHASE AGREEMENT

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This Lease Purchase Agreement (the “Agreement”) is made and entered into as of this \_\_\_\_ day of July 2025, by and between:

**SELLER:**

Distressed Solutions  
c/o Lee Kearney  
P.O. Box 20367  
Tampa, FL 33622-0367  
 (“Seller”)

AND

**BUYER:**

Town of Eatonville Community Redevelopment Agency (“TOECRA”)  
c/o Michael Johnson, Executive Director  
307 E. Kennedy Boulevard  
Eatonville, FL 32751  
 (“Buyer”)

**RECITALS**

**WHEREAS** Seller is the lawful owner of the property described herein and desires to lease property to Buyer with the intent to sell such property to Buyer under the terms and conditions stated herein and subject to an executed Florida Commercial Real Estate Purchase Agreement; and

**WHEREAS** Buyer is authorized under applicable law to enter into this Agreement and to lease and purchase the property for public purposes.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**1. Property Description**

The property subject to this Agreement is located at 140 S. West Street, Eatonville, Florida 32751[**Property Description: LOTS 1,2,3 AND 4, BLOCK 3, HOLDEN BROS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK C, PAGE(S) 85, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA**] and includes all improvements, fixtures, and appurtenances thereon (the “Property”).

## **2. Lease Term and Commencement**

The lease term shall begin on July \_\_\_\_, 2025 (“Commencement Date”) and continue for a period of \_\_\_\_ month, ending on July \_\_\_\_, 2026, or until purchase of the Property, whichever period comes first, or unless sooner terminated or extended as provided herein.

## **3. Lease Payments**

Buyer shall pay to Seller an annual lease payment of \$100.00, due upon execution of this Agreement and thereafter due no later than twelve (12) months after commencement of the Agreement, unless the purchase of the Property is completed within the first 12 months after commencement of the Agreement. Lease payments shall be applied toward the purchase price as set forth in Section 5 below.

## **4. Use of Property**

Buyer shall be permitted to occupy and use the Property for lawful public purposes consistent with its authority as a municipality agency. Prior to occupancy by Buyer, Seller agrees the property shall be placed in a habitable condition and that lawn maintenance shall be completed. However, should Seller fail to place the property in a habitable condition and resolve any lawn care issues, Buyer, at its own expense may complete or undergo such activities to place the property in a habitable condition and resolve any lawn care issues; the cost of said expense shall be reimbursed to Buyer by Seller five (5) days prior to closing or reflected as a reduction from the total purchase price at the time of closing. Seller shall also resolve any pending code violations, municipal fines and/or liens prior to closing. Buyer shall maintain the Property in good condition and comply with all applicable laws and regulations.

## **5. Purchase Option and Price**

Seller hereby grants Buyer the exclusive option to purchase the Property at any time during the lease term. The purchase price shall be SIX HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$650,000.00), less any lease payments credited toward the purchase price. Upon exercise of the option, Buyer shall notify Seller in writing at least 30 days prior to the intended closing date. At closing, Seller shall deliver to Buyer a warranty deed free and clear of all encumbrances, except those accepted by Buyer.

## **6. Title and Condition**

Seller represents that it has good and marketable title to the Property. Buyer shall have the right to inspect title and obtain a title insurance commitment prior to closing. Buyer accepts the Property “as is,” subject to inspection and approval of condition within \_\_\_\_ days of execution of this Agreement.

## **7. Taxes and Insurance**

Seller shall be responsible for real estate taxes, if applicable, until the Property is transferred to Buyer. Buyer shall maintain general liability insurance during the lease term naming Seller as an additional insured.

## **8. Default and Remedies**

If Buyer fails to make timely lease payments or breaches this Agreement, Seller may terminate the lease upon 30 days’ written notice, provided Buyer fails to cure such default within 60 days of the breach. If Seller breaches this Agreement, Buyer may seek specific performance or terminate the Agreement.

## **9. Non-Appropriation Clause**

This Agreement is subject to the appropriation of funds by the governing body of the municipality. In the event funds are not appropriated for payment in any fiscal year, Buyer may terminate this Agreement without penalty.

## **10. Miscellaneous**

### **a. Entire Agreement**

This Agreement, together with any exhibits or attachments, constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements, representations, or negotiations.

### **b. Amendments and Modifications**

This Agreement may not be amended, modified, or supplemented except by a written instrument duly executed by both parties. No oral statements or prior written material not specifically incorporated shall be of any force or effect.

### **c. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action arising out of or related to this Agreement shall be brought exclusively in the state courts located in Orange County, Florida, and both parties hereby consent to such jurisdiction and venue.

### **d. Assignment and Subletting**

Buyer may not assign this Agreement or sublet the Property, in whole or in part, without the prior written consent of Seller, which shall not be unreasonably withheld. Any unauthorized assignment or sublease shall be void and constitute a material breach of this Agreement.

### **e. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, the remainder shall remain in full force and effect.

### **f. Force Majeure**

Neither party shall be liable for any delay or failure in performance caused by acts of God, war, terrorism, natural disasters, governmental orders, strikes, or other events beyond their reasonable control, provided that prompt written notice is given and reasonable efforts are made to resume performance.

### **g. Notices**

All notices required under this Agreement shall be in writing and deemed properly given when (i) delivered in person, (ii) sent by certified U.S. Mail, return receipt requested, or (iii) sent by recognized overnight courier service, to the addresses listed for each party on page 1 of this Agreement. Either party may change its notice address by providing written notice to the other party.

### **h. Waiver**

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

The failure of either party to enforce any term or condition of this Agreement shall not constitute a waiver of the right to later enforce the same or any other term.

i. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic or PDF signatures shall be deemed fully binding as if original.

j. Relationship of the Parties

Nothing contained herein shall be deemed to create a joint venture, partnership, agency, or employment relationship between the parties. Each party shall act as an independent entity and shall have no authority to bind the other.

k. No Personal Liability

Notwithstanding anything to the contrary herein, no official, officer, employee, or agent of the Buyer shall be personally liable under this Agreement, and all obligations of the Buyer are limited to the extent of lawfully available appropriated funds.

l. Headings

Section headings are for reference only and do not affect the meaning of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Lease Purchase Agreement as of the day and year first written above.

SELLER:

DISTRESSED SOLUTIONS, LLC

By: \_\_\_\_\_

Name: Lee Kearney, Authorized Representative

Date: \_\_\_\_\_

BUYER:

TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY

By: \_\_\_\_\_

Name: Michael Johnson, Executive Director

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
TOECRA, General Counsel

Date: \_\_\_\_\_