



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

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

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

COMMUNITY REDEVELOPMENT ACTION:

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

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

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

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

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

RESOLUTION # CRA-R-2025-16

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 20th day of MARCH, 2025.

ATTEST:

Veronica L. King, Town Clerk

Angie Gardner, Chairwoman

FLORIDA

COMMERCIAL REAL ESTATE PURCHASE AGREEMENT

I. THE PARTIES. This Commercial Real Estate Purchase Agreement (“Agreement”) made on _____, 20__²⁵ (“Agreement Date”), between:

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

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

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

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

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

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

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

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

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



Buyer’s Initials _____ Seller’s Initials _____

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

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

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

a.) **Loan Application.** Buyer agrees, within a reasonable time, to make a good faith loan application with a credible financial institution;

b.) **Contingency.** If Buyer does not reveal a fact of contingency to the lender and this purchase does not record because of such nondisclosure after initial application, the Buyer shall be in default;

c.) **Letter.** On or before N/A, 20 N/A, the Buyer will provide the Seller a letter from a credible financial institution verifying a satisfactory credit report, acceptable income, source of down payment, availability of funds to close, and that the loan approval is is not contingent on the lease, sale, or recording of another property;

d.) **Failure to Produce.** In the event the Buyer fails to produce the aforementioned letter or other acceptable verification by the date above in Section IV(c), this Agreement may be terminated at the election of the Seller with written notice provided to the Buyer within N/A calendar days from the date in Section IV(c);

e.) **Seller's Approval.** Buyer must obtain Seller's approval, in writing, to any change to the letter described in Section IV(c) regarding the financial institution, type of financing, or allocation of closing costs; and

f.) **Fees.** Buyer agrees to pay all fees and satisfy all conditions in a timely manner required by the financial institution for processing the loan application. Buyer agrees the interest rate offered by a lender or the availability of any financing program is not a contingency of this Agreement, so long as Buyer qualifies for the financing herein agreed. The availability of any financing program may change at any time. Any licensed real estate agent hired by either party is not responsible for representations or guarantees as to the availability of any loans, project, and/or property approvals or interest rates.

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

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



Buyer's Initials _____ Seller's Initials _____

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



Buyer's Initials _____ Seller's Initials _____

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

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

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

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

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

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

Buyer: 307 E KENNEDY BLVD EATONVILLE, FLORIDA 32751

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

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

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

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



Buyer's Initials _____ Seller's Initials _____

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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



Buyer's Initials _____ Seller's Initials _____

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

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

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

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

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

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

- a.) LEAD BASED PAINT _____
- b.) ABESTOS _____
- c.) _____
- d.) _____

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

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



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

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

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

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

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

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

XXXV. ADDITIONAL TERMS & CONDITIONS. _____

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

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



Buyer's Initials _____ Seller's Initials _____

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

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

Seller's Signature: _____ **Date:** _____

Print Name: Lee Karney

Seller's Signature: _____ **Date:** _____

Print Name: _____

Buyer's Signature: _____ **Date:** _____

Print Name: Angie Gardner

Buyer's Signature: _____ **Date:** _____

Print Name: _____

Agent's Signature: _____ **Date:** _____

Print Name: _____

Agent's Signature: _____ **Date:** _____

Print Name: _____





Fidelity National Title Insurance Company

TITLE SEARCH REPORT

Order No.: 12244304

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

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

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

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

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

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

Dated: February 11, 2025

Fidelity National Title Insurance Company
TITLE SEARCH REPORT
Schedule A

1. PERIOD SEARCHED:

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

2. Policy or Policies to be issued:

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

140 S WEST STREET

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

Fee Simple

4. Last grantee of record for the period searched:

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

5. The land is described as follows:

See attached Exhibit "A"

TITLE SEARCH REPORT
Schedule B Section 1
Requirements

The following are the requirements to be complied with:

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

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

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

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

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

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

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

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

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

TITLE SEARCH REPORT
REQUIREMENTS continued

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TITLE SEARCH REPORT
REQUIREMENTS continued

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

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

TITLE SEARCH REPORT
Schedule B Section 2
Exceptions

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

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

NOTES ON STANDARD EXCEPTIONS:

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

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

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

TITLE SEARCH REPORT
EXCEPTIONS continued

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

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

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

TITLE SEARCH REPORT
EXHIBIT "A"
LEGAL DESCRIPTION

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

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

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

Property Summary as of 12/12/2024

Property Name

140 S West St

Names

Distressed Solutions Llc

Municipality

EVL - Eatonville

Property Use

1910 - Office Child Care I

Mailing Address

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

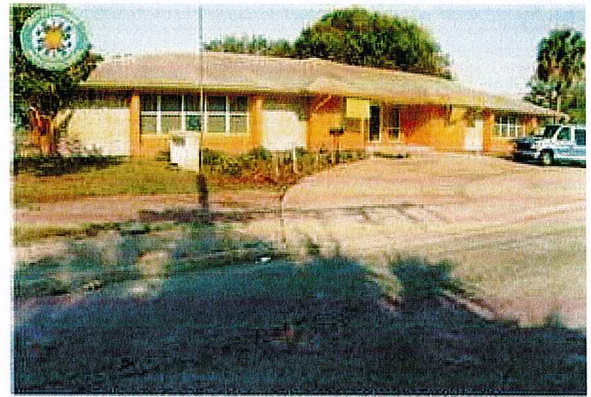
Physical Address

140 S West St
Maitland, FL 32751

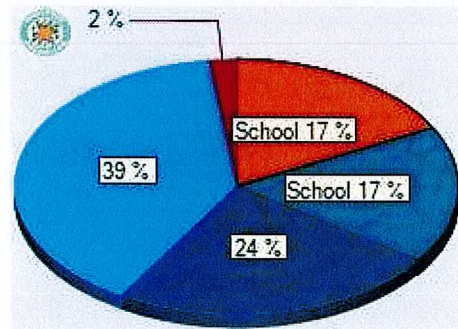
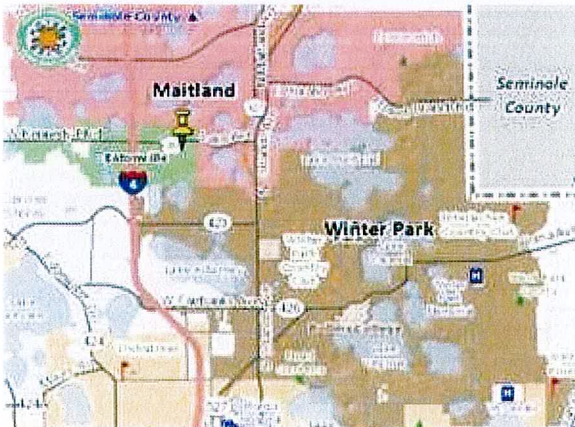
QR
Code
For
Mobile
Phone



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











292135366003010 03/19/2006



Value and Taxes

Historical Value and Tax Benefits

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

2024 Taxable Value and Certified Taxes

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

2024 Non-Ad Valorem Assessments

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

Tax Savings

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

Property Features

Property Description

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

Total Land Area

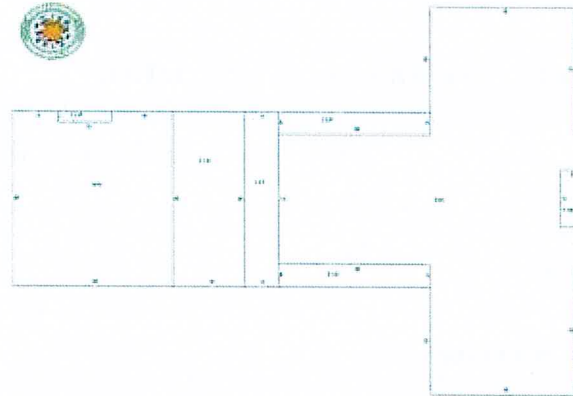
40,018 sqft (+/-) | 0.92 acres (+/-) GIS Calculated

Land

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

Buildings

Model Code	4 - Commercial	Subarea Description	Sqft	Value
Type Code	1910 - Office Child Care I	BAS - Base Area	1890	working...
Building Value	working...	BAS - Base Area	5216	working...
Estimated New Cost	working...	FOP - Finished O	874	working...
Actual Year Built	1968	UST - Unfinished	414	working...
Beds	0	FOP - Finished O	240	working...
Baths	0.0	FOP - Finished O	90	working...
Floors	1	FOP - Finished O	240	working...
Gross Area	9006 sqft	FOP - Finished O	42	working...
Living Area	7106 sqft			
Exterior Wall	Conc/Cindr			
Interior Wall	Drywall			



Extra Features

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

Sales

Sales History

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

Similar Sales

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

Services for Location

TPP Accounts At Location

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

Schools

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

Community/Neighborhood Association

Name	Calhoun-Hall Neighborhood Group
Gated?	No
Number Of Households	188

Utilities/Services

Electric	Duke Energy
Water	Eatonville
Recycling (Friday)	Orange County
Trash (Thursday)	Orange County
Yard Waste (Friday)	Orange County

Elected Officials

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



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ARCHITECTS



EATONVILLE RECREATIONAL CENTER - SITE PLAN

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





EATONVILLE RECREATIONAL CENTER - SITE PLAN
 CONCEPTUAL DESIGN | APPROX 100 PARKING SPACES

This document is intended to illustrate conceptual design purposes only.



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EATONVILLE RECREATIONAL CENTER - SITE PLAN

CONCEPTUAL DESIGN | APPRX 100 PARKING SPACES

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