



# Community Redevelopment Agency (CRA)

## Agenda

**July 14, 2021 @ 1:00 pm**

Commission Chambers

### welcome

Agendas and all backup material supporting each agenda item are accessible via the city's website at [cityofwinterpark.org/bpm](http://cityofwinterpark.org/bpm) and include virtual meeting instructions.

### assistance & appeals

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office ([407-599-3277](tel:407-599-3277)) at least 48 hours in advance of the meeting.

"If a person decides to appeal any decision made by the Board with respect to any matter considered at this hearing, a record of the proceedings is needed to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F.S. 286.0105).

### please note

Times are projected and subject to change.

1. **Called to Order**
2. **Consent Agenda**
  - a. [Approval of the minutes of the regular meeting, February 24, 2021](#) 1 minute
3. **Staff Updates**
4. **Citizen Comments (for items not on the agenda): Three minutes allowed for each speaker**
5. **Action Items**
  - a. [Acquisition of 919 W. Fairbanks Avenue.](#) 15 Minutes
6. **Board Comments**
7. **Adjournment**



Community  
Redevelopment  
Agency

# agenda item

item type Consent Agenda	meeting date July 14, 2021
prepared by Kim Breland	approved by Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

**subject**

Approval of the minutes of the regular meeting, February 24, 2021

**motion / recommendation**

**background**

**alternatives / other considerations**

**fiscal impact**

**ATTACHMENTS:**

[CRA 022421.pdf](#)



# Community Redevelopment Agency Meeting Minutes

February 24, 2021 at 2:45 p.m.

Winter Park Community Center  
721 W. New England Avenue | Winter Park, Florida

## Present

Mayor Steve Leary  
Commissioner Marty Sullivan  
Commissioner Sheila DeCiccio  
Commissioner Carolyn Cooper  
Orange County Representative Hal George

City Manager Randy Knight  
City Attorney Kurt Ardaman  
City Clerk Rene Cranis

## Also present

Peter Moore, Division Director of Office and Management and Budget

## Absent

Commissioner Todd Weaver

## 1) Meeting Called to Order

Mayor Leary called the meeting to order at 2:45 p.m.

## 2) Citizen Comments (items not on the agenda)

## 3) Consent Agenda

- a. Approve the minutes of January 13, 2021

**Motion made by Hal George to approve the Consent Agenda; seconded by Commissioner DeCiccio. Motion carried with a 5-0 vote. Commissioner Weaver was absent.**

## 4) Discussion Items

## 5) Action Items

- a. Purchase Agreement for 901 W. Fairbanks Avenue, Winter Park, FL 32789, and discussion of additional properties along Fairbanks Avenue.
- b. Proceed to negotiate purchase agreement for 929 - 957 W. Fairbanks Ave.

Mr. Knight noted the status of agreements for purchase of properties for Fairbanks Avenue improvements.

Mr. Moore gave a presentation on the CRA pro forma through 2027, when the CRA is scheduled to end, and on approved funding allocations resulting in an anticipated balance of \$7 million at the end of the CRA. He responded to questions on projections given the pandemic/economy, funding scenarios, impacts and other potential funding obligations.

Mayor Leary asked for an update on Post Office discussions. Mr. Knight stated that the Letter of Intent has been cancelled; however, the city will continue to look at other options. He advised that the Post Office preference is to keep both the carrier and retail functions together within certain area and have rejected sites due to the separation of functions and added that the city is not under any time constraints.

Commissioner Cooper suggested that this be brought forward at Commission's next meeting.

Mayor Leary said he feels that the city has given a good faith effort and there is no reason to hold \$7.5 million in the budget and he would like to fund other projects to improve the CRA.

Discussion followed on Post Office options and potential to reach an agreement.

Commissioner DeCiccio stressed the need the property for turn lanes at the Fairbanks/Denning intersection.

Commissioner Sullivan spoke in favor of traffic improvements and feels the Post Office matter is a long-term issue and efforts should be continued.

Mr. George expressed his concern about the unknown cost of Post Office and that it would be more prudent to use funds for the more immediate need for transportation improvements.

Mr. Knight clarified the requests to move forward with purchase agreement for the dry cleaner property and to negotiate a purchase agreement for the property at 929-957 W. Fairbanks, which would come back for approval. He commented on the unknown terms of the existing leases of the tenants on what is referred to the "wine barn" property.

**Motion made by Commissioner Cooper to approve the sale and purchase agreement of 901 W. Fairbanks Avenue property and business for \$750,000; seconded by Commissioner DeCiccio.**

**Motion made by Commissioner DeCiccio to proceed to negotiate the purchase agreement for 929 – 957 Fairbanks Avenue with a \$5,000 payment to begin negotiations and to return purchase agreement to the commission for consideration; seconded by Commissioner Sullivan.**

There were no public comments.

**Upon a roll call vote on the motion to approve the sale and purchase agreement of 901 W. Fairbanks Avenue property and business for \$750,000, Mayor Leary, Commissioners Sullivan, DeCiccio and Cooper, and Mr. George voted yes. Motion carried with a 5 - 0 vote. Commissioner Weaver was absent.**

**Upon a roll call vote on the motion to proceed to negotiate the purchase agreement for 929 – 957 Fairbanks Avenue, Mayor Leary, Commissioners Sullivan and DeCiccio, and Mr. George voted yes. Commissioner Cooper voted no. Motion carried with a 4 - 1 vote. Commissioner Weaver was absent.**

## **6) Adjournment**

The meeting adjourned at 3:18 p.m.

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Mayor Phillip M. Anderson

ATTEST:

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City Clerk Rene Cranis



Community  
Redevelopment  
Agency

# agenda item

item type	Action Items	meeting date	July 14, 2021
prepared by	Randy Knight	approved by	Randy Knight
board approval	Completed		
strategic objective			

## subject

Acquisition of 919 W. Fairbanks Avenue.

## motion / recommendation

Approve contract for the purchase of 919 W. Fairbanks Avenue subject to satisfactory results of the due diligence process.

## background

By the date of this meeting the city/CRA should have closed on the 909 W. Fairbanks (Imperial Laundry) property. We have an executed agreement to purchase the next property to the west, the 919 W. Fairbanks property for \$700,000. Attached is the agreement.

The acquisition of this property is contemplated in the CRA Plan. It would be staff's recommendation that the building on this property, as well as the building on the 909 property be demolished.

## alternatives / other considerations

## fiscal impact

The cost of the purchase is \$700,000 plus closing costs and a 3% commission.

## ATTACHMENTS:

[919 W Fairbanks on Map.pdf](#)

## ATTACHMENTS:

[919 W Fairbanks aerial.pdf](#)

## ATTACHMENTS:

[Contract-signed-EJ \(002\).pdf](#)

OCPA Web Map

	Major Roads		Proposed Road		Residential		Commercial/Industrial/Vacant Land		Parks	<b>6</b>	Lot Number
	Florida Turnpike		Public Road		Agriculture		Agricultural Curtilage		Lakes and Rivers	<b>06060</b>	Parcel Number
	Interstate 4		Gated Roads		Commercial/Institutional		Hydro		Building	<b>3106</b>	Parcel Address
	Toll Road		Road Under Construction		Governmental/Institutional/Misc		Waste Land	<b>E</b>	Block Number	<b>111.9</b>	Parcel Dimension
			Brick Road		Lot Line						

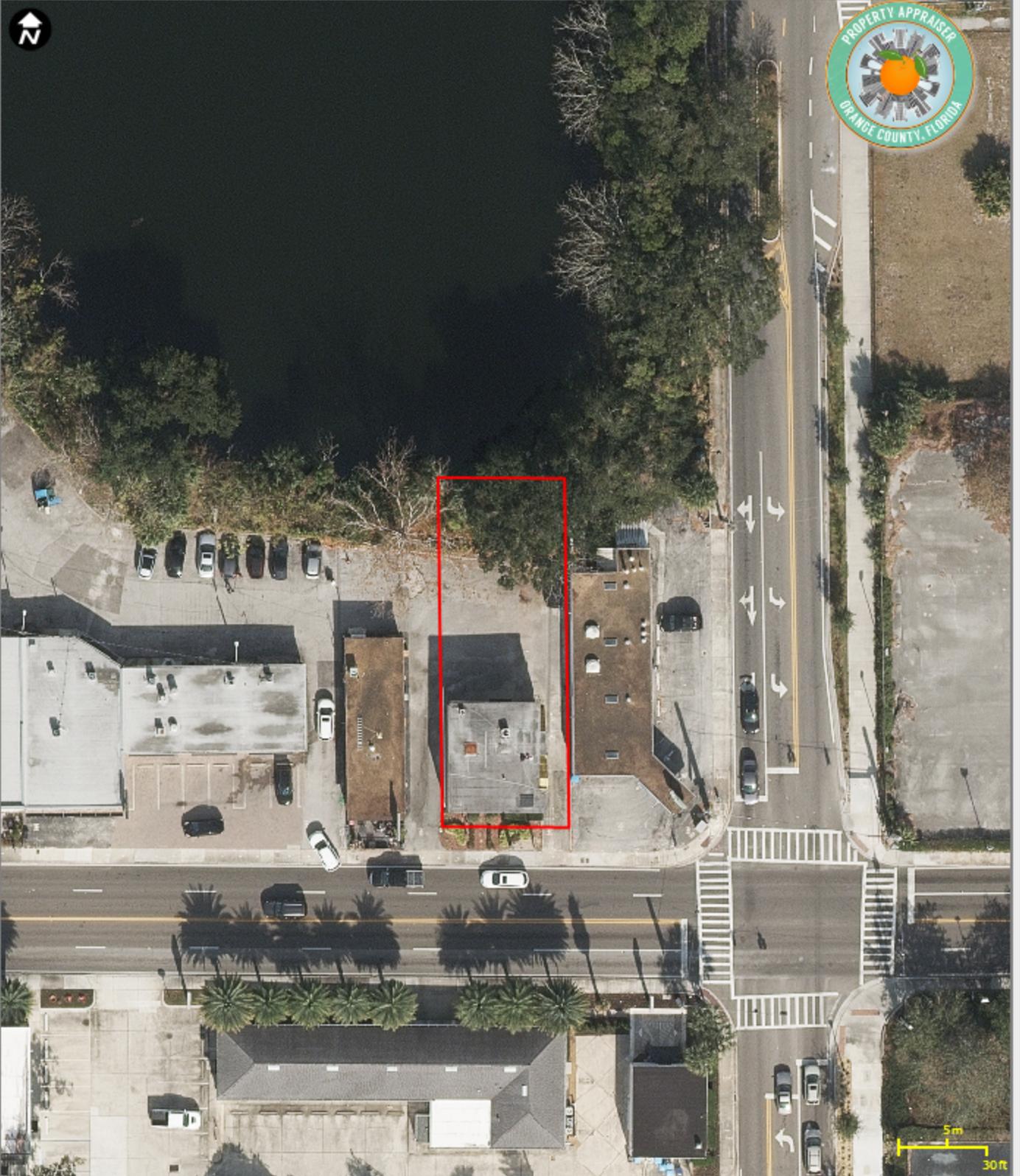


Created: 6/30/2021

This map is for reference only and is not a survey.

OCPA Web Map

Major Roads	Proposed Road	Residential	Commercial/Industrial Vacant Land	Parks	6 Lot Number
Florida turnpike	Public Roads	Agriculture	Agricultural Curtilage	Lakes and Rivers	06060 Parcel Number
Interstate 4	Gated Roads	Commercial/Institutional	Hydro	Building	3106 Parcel Address
Toll Road	Road Under Construction	Governmental/Institutional/Misc.	Waste Land	E Block Number	111.9 Parcel Dimension
	Brick Road	Block Line			
	Lot Line				



Created: 6/30/2021

This map is for reference only and is not a survey.

**AGREEMENT FOR SALE AND PURCHASE**

(919 W. Fairbanks)

(Property Appraiser Parcel # 01-22-29-4512-02-110)

**THIS AGREEMENT FOR SALE AND PURCHASE** (“**Agreement**”) is made and entered into as of the Effective Date of this Agreement (as hereinafter defined), by and between the **CITY OF WINTER PARK**, a Florida municipal corporation (“**Purchaser**”), and **EUTEDRA JOSEPHS, as Trustee of the Eutedra Josephs Trust dated February 27, 2017** (collectively, the “**Seller**”).

**WHEREAS**, Seller is the fee simple owner of the real property more particularly described on **Exhibit A** attached hereto including all and singular the rights and appurtenances pertaining to the Property including without limitation, any and all improvements and fixtures situated thereon, all air or air space rights, all subsurface rights, all riparian rights, title and interest of Seller in and to adjacent roads, rights-of-way, alleys, drainage facilities, easements, utility facilities, impact fee credits, concurrency rights, development rights, sewer or water reservations or tap-in rights, studies, reports, plans and any and all similar development rights incident or related to the Property in any respect (the “**Property**”); and

**WHEREAS**, the Purchaser intends to use the Real Property to expand the existing right of way on Fairbanks Avenue and other public purposes and Purchaser’s purchase and Seller’s sale of the Property is to avoid eminent domain proceedings;

**WHEREAS**, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, upon and subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the Purchaser and Seller (collectively referred to as “**Parties**” or individually and interchangeably as “**Party**”) hereto do hereby covenant and agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **AGREEMENT TO BUY AND SELL**. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property in the manner and upon the terms and conditions set forth in this Agreement.

3. **EARNEST MONEY**.

A. Within five (5) business days after the Effective Date, Purchaser shall deliver to Fassett, Anthony & Taylor, P.A. (the “**Escrow Agent**”) an earnest money deposit in the amount of Twenty-Five Thousand Dollars and No Cents (\$25,000.00) (the “**Earnest Money Deposit**”), which Earnest Money Deposit shall be in the form of a federal wire transfer or cashier’s check issued by a bank whose deposits are federally insured and that has an office for taking deposits in Orange County, Florida.

B. If the Earnest Money Deposit is not delivered by Purchaser to Escrow Agent in accordance with the time frame set forth herein, and such failure continues for a period of two (2) business days after written notice from Seller, then either Party may terminate this Agreement by written notice to the other Party. If this Agreement is so terminated, this Agreement shall be deemed to have terminated, and there shall be no remedy hereunder to either Seller or Purchaser other than the termination of this Agreement.

- C. The Earnest Money Deposit shall be held in escrow by the Escrow Agent and held in a non-interest-bearing account and held and disbursed in accordance with the terms and provisions of this Agreement.
- D. The Earnest Money Deposit shall become non-refundable to Purchaser following expiration of the Inspection Period, except by reason of an uncured Seller default hereunder.

4. **PURCHASE PRICE.** The purchase price to be paid by Purchaser to Seller for the Property shall be Seven Hundred Thousand Dollars and No Cents (\$700,000.00) (the “**Purchase Price**”). The Purchase Price shall be paid by Purchaser to Seller at the Closing by federal wire transfer of funds, subject to appropriate credits, adjustments and prorations as may be provided herein.

5. **INSPECTION PERIOD.**

- A. Purchaser shall have sixty (60) days after the Effective Date (the “**Inspection Period**”) to determine, in Purchaser’s sole and absolute discretion that the Property is suitable and satisfactory for Purchaser’s intended use. Purchaser shall have the unconditional and absolute right to terminate this Agreement for any reason whatsoever during the Inspection Period. In order to terminate the Agreement, Purchaser must provide the Seller with written notice so stating no later than the expiration of the Inspection Period. If the Purchaser elects to terminate the Agreement during the Inspection Period, then Escrow Agent shall return the Earnest Money Deposit to Purchaser, and thereafter the Parties shall have no further duties, obligations or responsibilities hereunder, except for those specified herein to survive termination of this Agreement.
- B. From the Effective Date through Closing, Purchaser shall have the right of going upon the Property with its agents and engineers as needed to inspect, examine and otherwise undertake those actions which Purchaser, in its discretion and its sole cost and expense, deems necessary or desirable to determine the suitability of the Property for Purchaser’s intended uses; including without limitation, the right to perform soil tests, borings, percolation tests, compaction tests, environmental tests, surveys and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Property. Purchaser shall promptly restore any physical damage caused to the Property by the aforesaid inspections, tests and other activities, and Purchaser shall indemnify and hold Seller harmless from and against any suits, claims, damages, costs, expenses and liabilities asserted against or incurred by Seller as a result of the exercise by Purchaser of its rights hereunder. The foregoing repair, indemnity, and defense obligations do not apply to: (a) any loss, liability, cost or expense to the extent arising from or related to the acts or omissions of Seller, or its agents or consultants, (b) any diminution in value in the Property arising from or relating to matters discovered by Purchaser during its investigation of the Property, (c) any latent defects in the Property discovered by Purchaser, or (d) the release or spread of any Hazardous Substances (hereinafter defined) which are discovered (but not deposited) on or under the Property by Purchaser. These provisions shall survive the Closing or earlier termination of this Agreement until the later of: (i) expiration of all applicable statutes of limitations; (ii) and the final resolution of any claims, litigation, and appeals that may have been made or filed.
- C. Seller agrees to deliver or otherwise make available to Purchaser, within five (5) days after the Effective Date, what Seller believes to the best of Seller’s knowledge to be copies in Seller’s possession, if any, of environmental reports, permits, applications, remedial action plans, contamination assessment reports, notices and orders and determinations relating to any contamination or assessment or cleanup or monitoring of the Property, subdivision plans, development plans, technical data, studies, site plans, utility capacity information, soils

reports, surveys, hydrological reports, zoning confirmations, concurrency information, and any other documentation pertaining to the Property which will facilitate Purchaser's investigation of the Property during the Inspection Period. However, unintentional failure to deliver any or all of the foregoing shall not constitute a default or breach of this Agreement.

6. **SURVEY AND TITLE MATTERS.**

- A. Within thirty (30) days after the Effective Date, Purchaser may, in Purchaser's sole discretion, and at Purchaser's expense, obtain a survey of the Property ("**Survey**") in a form sufficient to delete the standard survey exception from the Title Policy, certified to Purchaser and the Title Company (as hereinafter defined) which shall be subject to the following:
1. If the Survey shows any encroachments or other matters affecting title to the Property ("**Survey Defects**"), within five (5) days of receiving the Survey, Purchaser shall notify Seller in writing of the Survey Defects ("**Survey Notice**") which Survey Notice shall specify those matters to which Purchaser objects. If Purchaser fails to timely deliver a Survey Notice, Purchaser shall take title at Closing subject to Survey matters of record or defects and the Title Policy shall not delete the survey exceptions and Purchaser shall have no right to delay the Closing for any Survey matters. This provision shall specifically survive the Closing.
  2. Seller shall have ten (10) days after the date of delivery of the Survey Notice to cure the Survey Defects to the reasonable satisfaction of Purchaser (the "**Survey Cure Period**"). In the event that Seller shall be unable or unwilling to cure or eliminate any of the Survey Defects within the Survey Cure Period, Purchaser may elect to terminate this Agreement by giving written notice of such termination to Seller prior to the Closing, or, alternatively, Purchaser may elect to close its purchase of the Property and accept the contemplated conveyance of the Property subject to the uncured Survey Defects, in which event the uncured Survey Defects shall be deemed "Permitted Exceptions" and the Closing shall take place as specified in this Agreement subject to and notwithstanding the existence of such Survey Defects.
- B. Within twenty (20) days after the Effective Date, Seller shall obtain, at Seller's expense, a current title insurance commitment for the Property ("**Title Commitment**") issued by Escrow Agent, as agent for Stewart Title Guaranty Company, Old Republic National Title Insurance Company, or another nationally recognized title insurance company acceptable to Purchaser ("**Title Company**"), and copies of all exceptions referred to therein. The Title Commitment shall obligate the Title Company to issue an Owners Title Insurance Policy in favor of Purchaser for the amount of the Purchase Price (the "**Title Policy**"). The Title Policy shall insure Purchaser's fee simple title to the Property, subject only to the Permitted Exceptions, as hereinafter defined.
- C. Within twenty (20) days after the receipt of the Title Commitment, Purchaser shall provide Seller with written notice (the "**Title Notice**") of any matters set forth in the Title Commitment which are unacceptable to Purchaser ("**Title Defects**"). Any matters set forth in the Title Commitment to which Purchaser does not timely object shall be referred to collectively herein as the "**Permitted Exceptions**".
- D. Within five (5) business days after receipt of the Title Notice from Purchaser (the "**Reply Period**"), Seller shall notify Purchaser whether Seller will attempt to cure such Title Defects. In the event Seller fails to notify Purchaser of its intent to cure the Title Defects within the Reply Period, Seller shall be deemed to have refused to cure the Title Defects.

- E. If Seller elects to attempt to cure such Title Defects, Seller shall have thirty (30) days after the Reply Period (the “**Cure Period**”) in which to use its best efforts to cure such Title Defects to the satisfaction of the Purchaser and the Title Company; provided, however, Seller shall not be obligated to bring suit or expend funds to cure any Title Defects. In the event Seller refuses or fails to cure any Title Defect, then Purchaser, at its option, by providing Seller with written notice within five (5) business days after the expiration of the Cure Period as described above, but in no event later than expiration of the Inspection Period, may: (i) terminate this Agreement, and no Party hereto shall have any further rights, obligations, or liability hereunder except as expressly provided otherwise whereupon all Earnest Money Deposit shall be returned to Purchaser; or (ii) accept title to the Property subject to such Title Defect without reduction of the Purchase Price and proceed to Closing.

7. **CONDITIONS TO CLOSING.**

- A. Purchaser’s obligation to purchase the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (the “**Closing Conditions**”):
1. The City Commission of Purchaser approving this Contract, which the Purchaser’s staff shall place on the Commission agenda within thirty (30) days of execution by Seller of this Agreement.
  2. The representations and warranties of Seller contained in this Agreement shall be true and correct as of the Closing Date.
  3. Seller shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to Closing.
- B. In the event any of the foregoing Closing Conditions are not satisfied to the Purchaser’s reasonable satisfaction prior to the Closing Date, then Purchaser shall provide Seller with written notice thereof, and Purchaser shall have the right, but not obligation, to terminate this Agreement whereupon Escrow Agent shall pay the Purchaser the Earnest Money Deposit within five (5) days of the termination.

8. **CLOSING.**

A. **Closing Date.** Subject to satisfaction of the Closing Conditions, the Property shall be closed thirty (30) days after the expiration of the Inspection Period (the “**Closing**” or “**Closing Date**”) at the offices Escrow Agent, or the Parties may, at their election, effectuate the closing by mail.

B. **Conveyance of Property.** At Closing, Seller shall execute and deliver to Purchaser a Warranty Deed (“**Deed**”) conveying fee simple record title to the Property to Purchaser, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever, excepting only the Permitted Exceptions. In the event any mortgage, monetary lien, or other monetary encumbrance (not created by the actions or inactions of Purchaser) encumbers the Property and is not paid and satisfied by Seller, such mortgage, monetary lien, or monetary encumbrance, at Purchaser’s election, shall be satisfied and paid with the proceeds of the Purchase Price. Seller and Purchaser agree that such documents, resolutions, certificates of good standing and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such Parties at the time of Closing, including, without limitation, an owner’s affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy, a certificate duly executed by Seller certifying that Seller is not a foreign

person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), which certificate shall include Seller's taxpayer identification number and address, and an assignment from Seller to Purchaser assigning all of Seller's right, title and interest in and to the development approvals, permits, entitlements and other rights benefitting the Property.

C. Prorating of Taxes and Assessments. All real property ad valorem taxes and general assessments applicable to the Property shall be prorated as of the Closing Date between Seller and Purchaser, said proration to be based upon the most recently available tax or general assessment rate and valuation with respect to the Property at the November discounted amount. There shall not be any recalculation of prorations after Closing. All past due real estate taxes, and special assessments which have been levied or certified prior to Closing shall be paid in full by Seller at or before Closing.

D. Closing Costs and Expenses. Seller shall, at the Closing, pay the cost of documentary stamps to be affixed to the Deed, Seller's attorneys' fees for the Closing, the cost of the Owner's Title Insurance Policy, estoppel fees (if any), recording fees for documents needed to cure title, title search and the closing fee. Purchaser shall pay the cost of recording the Deed, the cost of the Survey, the cost of Purchaser's inspections, and in the event Purchaser obtains a loan, Purchaser shall pay all the loan expenses and the lender's title policy and endorsements. Each Party shall pay its own attorneys' fees and costs.

9. **WARRANTIES AND REPRESENTATIONS OF SELLER.** To induce Purchaser to enter into this Agreement, Seller hereby makes the following representations and warranties:

- A. Seller is the owner of the Property, and, at Closing the Property will free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances other than ad valorem real property taxes for the year of closing and subsequent years, and the Permitted Exceptions.
- B. To Seller's knowledge, there is no governmental or quasi-governmental agency requiring the correction of any condition with respect to the Property, or any part thereof, by reason of a violation of any regulation, statute, law, or otherwise or with respect to any pending or contemplated condemnation action with respect to the Property, including, without limitation, any environmental or contamination matter affecting the Property.
- C. There is no pending or, to Seller's knowledge, contemplated change in any regulation or private restriction applicable to the Property, or any pending or threatened judicial administrative action, or of any action pending or threatened by adjacent land owners or other persons, any of which would result in any material change in the condition of the Property, or any part thereof, or in any way prevent, limit or impede residential construction.
- D. Except for debts, liabilities and obligations for which provision is herein made for proration or other adjustment at Closing, there will be no debts, liabilities or obligations of Seller with respect to the Property for which Purchaser will be responsible after the conveyance and Closing.
- E. The execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the compliance with the terms of this Agreement will not conflict with, or with or without notice or the passage of time, or both, result in a breach of, any of the terms or provisions, of or constitute a default under, any indenture, mortgage, loan agreement, or instrument to which Seller is a Party or by which Seller or the Property is bound, any applicable regulation, or any judgment, order, or decree of any court having jurisdiction over Seller or the Property.

- F. There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened against Seller or, to the best of Seller's knowledge, the Property.
- G. Seller will have at Closing the full right, power, and authority to sell and convey the Property to Purchaser as provided in this Agreement and to carry out Seller's obligations hereunder. All requisite partnership or corporate actions necessary to authorize Seller to enter into this Agreement and to perform its obligations hereunder have been taken.
- H. At the Closing, Purchaser will have no duty to collect withholding taxes for Seller pursuant to the Foreign Investment in Real Property Tax Act of 1980, as amended.
- I. Seller shall not enter into any agreements or leases during the term of this Agreement, affecting the Property, without the prior written consent of Purchaser.
- J. To the best of Seller's knowledge, no fact or condition exists which would result in the termination of the current access between the Property and any presently existing highways and roads adjoining or situated on the Property.

The covenants and agreements contained herein shall survive the Closing.

10. **WARRANTIES AND REPRESENTATIONS OF PURCHASER.** To induce Seller to enter into this Agreement, Purchaser hereby makes the following representations and warranties:

- A. Purchaser has the full right, power and authority to enter into and deliver this Agreement and to consummate the purchase of the Property in accordance herewith and to perform all covenants and agreements of Purchaser hereunder.
- B. The execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Purchaser of any provision of any agreement or other instrument to which Purchaser is a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Purchaser.

11. **ENVIRONMENTAL MATTERS/HAZARDOUS SUBSTANCES.**

- A. Definition of Hazardous Substances. "**Hazardous Substances**" shall mean and include all hazardous or toxic substances, wastes or materials, and all pollutants and contaminants, including but not limited to petroleum based substances and those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability) or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or any time hereinafter in effect.
- B. Clean-up. If Purchaser's environmental inspections of the Property reveal the existence of any Hazardous Substance on, in, at, about or under the Property, then Seller may at Seller's sole and absolute option elect, at Seller's sole expense, to complete the clean-up of the same prior to Closing and in accordance with all applicable governmental standards or Purchaser may terminate this Agreement prior to expiration of the Inspection Period. If Seller elects to complete the clean-up and such clean-up is not completed, and written certification thereof by

all applicable governmental authorities is not received by Purchaser, prior to Closing, then Purchaser may either: (i) terminate this Agreement, whereupon Escrow Agent shall return the Earnest Money Deposit to Purchaser, or (ii) accept the condition of the Property notwithstanding such incomplete clean-up and proceed to Closing without any reduction in the Purchase Price, or (iii) extend the Closing Date by the reasonable amount of time needed for Seller to complete the clean-up. Within five (5) days after the Effective Date, Seller shall provide Purchaser with all studies, contamination assessments, reports, remedial action plans, monitoring orders and contracts, closure orders, other orders and notices relating to any Hazardous Substances, contamination, cleanup, and related matters.

12. **DEFAULTS.**

- A. In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the covenants, agreements or obligations to be performed by Seller under the terms and provisions of this Agreement, Purchaser's sole and exclusive remedy shall be to either: (i) terminate the Agreement and receive an immediate return of the Earnest Money Deposit, or (ii) enforce specific performance of this Agreement against Seller. Purchaser acknowledges and agrees that Seller was materially induced to enter into this Agreement in reliance upon Purchaser's agreement to limit Purchaser's remedies as herein provided and that Seller would not have entered into this Agreement but for Purchaser's agreement to so limit Purchaser's remedies.
- B. In the event Purchaser breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the covenants, agreements or obligations of a material nature to be performed by Purchaser under the terms and provisions of this Agreement, Seller's sole and exclusive remedy for any such default shall be to receive the Earnest Money Deposit as full liquidated damages, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever. Purchaser and Seller acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by Seller as a result of any default by Purchaser and agree that such liquidated damages are a reasonable estimate of such damages. Seller further acknowledges and agrees that Purchaser was materially induced to enter into this Agreement in reliance upon Seller's agreement to accept such Earnest Money Deposit as Seller's sole and exclusive remedy and that Purchaser would not have entered into this Agreement but for Seller's agreement to so limit Seller's remedies.
- C. Notwithstanding anything herein, from and after the Closing or termination of this Agreement, each Party shall have the right to pursue its actual (but not consequential or punitive) damages against the other Party for: (i) a breach of any covenant or agreement contained herein that is performable after or that survives the Closing or termination of this Agreement (including, but not limited to any indemnification and hold harmless obligations), and (ii) any breach of any representation or warranty in this Agreement that survive Closing. This subsection shall not apply to any obligation of Purchaser to purchase the Property.

13. **ASSIGNMENT.** The Purchaser may assign this Agreement at Closing; provided, however, Purchaser, as assignor, remains liable for assignee's failure to honor Purchaser's obligations under this Agreement.

14. **POSSESSION OF PROPERTY.** Seller shall deliver to Purchaser full and exclusive possession of the Property on the Closing Date without the existence of any leases or other possessory rights by any third Parties.

15. **CONDEMNATION.** In the event the Property or any material portion or portions thereof shall be taken or condemned or be the subject to a bona fide threat of condemnation by any governmental authority or other entity (other than Purchaser) prior to the Closing Date, Purchaser shall have the option of: (i) terminating this Agreement by giving written notice thereof to Seller whereupon the Earnest Money Deposit shall be immediately returned to Purchaser, and this Agreement shall terminate except as expressly provided otherwise, or (ii) requiring Seller to convey the entirety of the Property to Purchaser for the full Purchase Price if the taking or condemnation has not yet occurred, pursuant to the terms and provisions hereof, and to transfer and assign to Purchaser at the Closing all of the Seller's right, title and interest in and to any award to be made by reason of such taking or condemnation. Seller and Purchaser further agree that Purchaser shall have the right to participate in all negotiations with any such governmental authority relating to the Property or to the compensation to be paid for any portion or portions thereof condemned by such governmental authority or other entity.

16. **REAL ESTATE COMMISSION.** Purchaser and Seller hereby represent and warrant to each other that neither has engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby other than **Jones Lang LaSalle Brokerage, Inc.**, which is entitled to a commission payable solely by Purchaser pursuant to its written agreement with Purchaser. Purchaser and Seller respectively hereby indemnify and agree to hold each other free and harmless from and against any and all liability, loss, cost, damage and expense, including, but not limited to, attorneys' fees and costs of litigation, both prior to and on appeal, which either shall ever suffer or incur because of any claim by any agent, broker or finder, engaged by the indemnifying Party, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. This Section 16 survives the termination of this Agreement and the Closing.

17. **NOTICES.** Any notices which may be permitted or required hereunder shall be in writing and either: (a) personally delivered, , (b) sent by United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or (c) sent by Federal Express or other overnight delivery service from which a receipt may be obtained evidencing the date and time delivery was made, **AND sent by electronic mail transmission to the addresses** as follows:

To Seller at the following address:

Eutedra Josephs, as Trustee  
4002 Winderlakes Drive  
Orlando, Florida 32835  
Email: cleve1@gmail.com

With a Copy to:

Phil A. D'Aniello, Esq.  
Fassett, Anthony & Taylor, P.A.  
1325 W. Colonial Drive  
Orlando, FL 32804  
Email: pdaniello@fassettlaw.com

To Purchaser at the following address:

City of Winter Park  
Attn: Randy Knight, City Manager  
401 S. Park Avenue  
Winter Park, Florida 32789  
Telephone: 407 599-3235  
Email: Rknight@cityofwinterpark.org

With a copy to: Fishback Law Firm  
Attn: A. Kurt Ardaman, Esquire  
1947 Lee Road  
Winter Park, Florida 32789  
Telephone: 407 262-8400  
E-mail: ardaman@fishbacklaw.com

or to such other address as either Party hereto shall from time to time designate to the other Party by notice in writing as herein provided. However, that no notice of a change of address shall be effective until actual receipt of such notice. All notices given in accordance with the terms hereof shall be deemed received forty-eight (48) hours after posting, or when delivered personally or otherwise received. Notwithstanding any of the foregoing, regardless of the form of delivery or any defect in the manner of delivery, notice shall be deemed to have been given upon the other Party's actual receipt or knowledge of the notice or knowledge of the substance of the notice.

18. **GENERAL PROVISIONS.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral and otherwise, between the Parties not embodied herein shall be of any force or effect. No amendment to this Agreement shall be binding upon any of the Parties hereto unless such amendment is in writing and executed by Seller and Purchaser. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or holiday in the United States or Florida, such time for performance shall be extended to the next day that is not a Saturday, Sunday or holiday in the United States or Florida. Copies of the Agreement and any amendments hereto and any signatures thereon shall be considered for all purposes as originals. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Seller and Purchaser do hereby covenant and agree that such documents as may be legally necessary or otherwise customarily appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party at the Closing. This Agreement shall be interpreted under the laws of the State of Florida.

19. **SURVIVAL OF PROVISIONS.** Except as otherwise specified herein to the contrary, none of the covenants, representations and warranties set forth in this Agreement shall survive the Closing or any earlier termination of this Agreement.

20. **SEVERABILITY.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstances shall, for any reason and to the extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

21. **RECORDING OF AGREEMENT.** Neither this Agreement nor a record or a memorandum thereof may be recorded in the Public Records of any county in the State of Florida.

22. **ATTORNEYS' FEES AND VENUE.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the prevailing Party shall be entitled to recover from the non-prevailing Party, the prevailing Party's reasonable costs, fees

and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. Proper venue for any litigation regarding this Agreement shall be in Orange County, Florida.

23. **EFFECTIVE DATE.** When used herein, the term “**Effective Date**” or the phrase “**the date hereof**” or “**the date of this Agreement**” shall mean the last date that either the Seller executes this Agreement or the date Purchaser’s City Commission approves this Agreement and the Agreement is thereafter signed by the Purchaser.

24. **EXECUTION AND COUNTERPARTS.** To facilitate execution, the Parties hereto agree that this Agreement may be executed and electronically mailed to the other Party and that the executed telecopy shall be binding and enforceable as an original. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each Party or that the signatures of all persons required to bind any Party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

25. **FURTHER ACTS AND RELATIONSHIP.** In addition to the acts and deeds recited herein and contemplated and performed, executed, and/or delivered by Seller and Purchaser, Seller and Purchaser agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all such further acts, deeds, and assurances as may be reasonably necessary to consummate the transactions contemplated hereby. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between Seller and Purchaser.

26. **RADON GAS.** Pursuant to the provisions of Section 404.058(8), Florida Statutes, Seller hereby notifies Purchaser as follows with respect to the Property: “RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS 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 PUBLIC HEALTH UNIT.”

27. **WAIVER OF JURY TRIAL.** Both Parties hereby waive trial by jury in any action, proceeding, claim or counter claim brought by either Party or any matters arising out of or in any way in connection with this Agreement.

28. **1031 EXCHANGE.** The Parties acknowledge that either Party hereto may desire to exchange other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code and the Regulations promulgated thereunder, for fee title in the Property. Each Party hereby reserves the right to assign its rights, but not its obligations, under this Agreement to a qualified intermediary as provided in IRC Reg. 1.1031(k)-1(g)(4) at any time on or before the Closing. Each Party shall reasonably cooperate with the other Party in effectuating such exchange; provided, any such like kind exchange shall not delay such Closing or cause the Party not a Party to the exchange to incur any expenses relating thereto nor take title to any other property.

29. **MODIFICATIONS.** No amendment, modification, or alteration of a term or the terms of this Agreement shall be valid or binding unless the same is in writing and executed by the Parties. The Parties hereby release and waive any claim or defense based upon an oral modification of this Agreement including any claim or defense that the Parties orally agreed to modify the requirement that all modifications be in writing.

30. **INTERPRETATION.** This Agreement shall be construed and interpreted as follows:
- a. **Construction.** This Agreement shall be read and interpreted in such a manner as to give all provisions their ordinary and customary meaning and all words, terms, and phrases not otherwise specifically defined by capitalized term or otherwise shall have the same meaning and interpretation as customarily used among lay persons. The terms “hereby”, “hereof”, “herein”, “hereto”, “hereunder” and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. All words, terms, and phrases specifically defined by a capitalized term shall apply throughout this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.
  - b. **Joint Effort.** This Agreement was prepared with the joint input of all Parties who each had an opportunity to review and understand the Agreement and have each participated in the preparation of the Agreement which shall not be interpreted more or less favorably to any of the Parties. The Agreement shall not be more strictly construed against one Party than against the other by virtue of the fact that it or they may have been physically prepared by one Party or by its attorneys, as all Parties and their respective attorneys have participated in the negotiation, drafting, and preparation of the Agreement. All terms and provisions of this Agreement shall be deemed to have been inserted for the benefit of all Parties.
  - c. **Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
  - d. **Severability.** If this Agreement shall contain any one (or more) section, phrase, sentence, term, provision or part of which shall be invalid, against public policy, in violation of any statute or law, is determined by appropriate judicial authority to be illegal or otherwise invalid or if the application of same is invalid, against public policy, or in violation of any statute or law, it shall not be deemed as voiding the entirety of this Agreement, but such provision, term, section, phrase, or part shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect unless such construction shall cause this Agreement to fail its essential purpose.
  - e. **Third Parties.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall be construed to create any duty to, standard of care with respect to, or any liability to any person who is not a party to this Agreement. This Agreement is not intended to give or confer any benefits, rights privileges, claims, actions or remedies to any person or entity as a third-party beneficiary.
  - e. **Time.** Time is of the essence for all provisions of this Agreement. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, federal legal holiday, or state holiday in Florida, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or state or federal legal holiday. The last day of any period of time described herein shall be deemed to end at 11:59 p.m. Eastern Time.
  - f. **Survival.** All provisions, terms, and/or obligations of and under this Agreement shall survive Closing. All provisions, terms, and/or obligations of and under this Agreement shall survive termination only if such provision states that it shall survive termination.

g. Advice of Counsel. The Parties acknowledge that they have received the advice of independent legal counsel or were given the opportunity to obtain the advice of independent legal counsel. Each of the Parties executing this Agreement does so with the full knowledge of its significance and with the express intent of effecting its legal consequences. Each Party shall pay its own legal fees and costs incurred in connection with the negotiation, preparation, and consummation of this Agreement.

31. NO PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto. The Parties hereto expressly represent and state that this is an arms-length agreement, that neither is the agent or partner of the other, that neither intends to become the agent or partner of the other by entering into this Agreement, that each repudiates any contention that this Agreement represents or shall be construed to represent an agency or partnership arrangement and that no Party hereto will make any representation or statement or engage in any act or allow any omission that indicates or might be construed to indicate an agency or partnership between the Parties hereto to any person whatsoever.

32. WAIVER. The failure by either Party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such Party's right to enforce against the other Party the same or any other such term or provision.

WHEREFORE, Purchaser and Seller have caused this Agreement to be executed as of the dates set forth below.

**SELLER:**

Eutedra Josephs Date: June 21st, 2021  
Eutedra Josephs,  
as Trustee of the Eutedra Josephs  
Trust dated February 27, 2017

**PURCHASER:**

CITY OF WINTER PARK  
a Florida municipal corporation

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

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_

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

**EXHIBIT A**  
**(Legal Description of Property)**

Lot 11, less the East 5 feet, together with the South ½ of the vacated alley lying North thereof, Block 2, Lake Island Estates, according to the map thereof recorded in Map Book M, Page 95, Public Records of Orange County, Florida.

Also known as Property Appraiser Parcel # 01-22-29-4512-02-110