

AGENDA

Community Redevelopment Agency Advisory Board

Thursday, December 7, 2023 1:00 PM

City Commission Chambers, City Hall

Please be advised, In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this proceeding, or those requiring language assistance (free of charge) should contact the City of Lakeland ADA Specialist, Kristin Meador, no later than 48 hours prior to the proceeding, at (863) 834-8444, Email: ADASpecialist@lakelandgov.net. If hearing impaired, please contact the TDD numbers: Local – (863) 834-8333 or 1-800-955-8771 (TDD-Telecommunications Device for the Deaf) or the Florida Relay Service Number 1-800-955-8770 (VOICE), for assistance.

A. Call to Order and Roll Call

B. Updates:

- 1. Monthly Reports*
- 2. Upcoming Events*

C. Action Items

- 1. Meeting Minutes October 5, 2023 (Pg.xx-xx)
- Downtown West Action Plan
- 3. TIF Assignability Amendments
- 4. Strategic Acquisition

D. Discussion Items

- 1. FRA Conference Recap*
- CRA Project Status Updates*

E. Public Comments from Audience

- F. Comments from Board Chair and Advisory Board Members
- G. Adjourn
- * For Information

NEXT REGULAR MEETING: Thursday, January 4, 2024

Community Redevelopment Area Advisory Board Meeting Minutes Thursday October 5, 2023 3:00 PM – 5:00 PM City Commission Conference Room

Attendance

Board Members: Terry Coney, Chrissanne Long, Katy Martinez, Christine Goding, Ronald Roberts,

Lynne Simpkins and Jason Ellis

Absent: Tyler Zimmerman and Commissioner McCleod

Staff: Valerie Ferrell, Shelley Guiseppi, Jonathan Rodriguez, Sandra Fairall, Karen

Thompson and Carlos Turner

Guests: Assistant Director Jason Willey, James Randolph, Carolina Smith LPD/NLO CRA

Officer Hammersla, Khalil Majied and Sarah Walsh

Packets

Meeting Minutes dated August 3, 2023, and September 7, 2023

Financial Update

Project Progression Report

Managers' Report

Action Items – Old Business

Financial Update & Project Tracker

Valerie provided an update on the financials by stating the FY24 budget has been approved and projects are on track and asked if there were any questions regarding any active projects.

The FRA conference is on October 24-27th and thanked the Board members who signed up to attend.

Meeting Minutes Dated August 3, 2023, and September 7, 2023

Chrissanne Long motioned to approve.

Christine Goding seconded which passed unanimously.

Housekeeping

Valerie Ferrell opened nominations for Chairman and Vice Chairman.

Christine Goding nominated Terry Coney and Chrissanne Long to remain as Chair and Vice Chair.

Vote passed by unanimous decision for Terry Coney to remain as Chair.

Vote passed by unanimous decision for Chrissanne Long to remain as Vice Chairman.

Valerie Ferrell presented the FY24 Advisory Board meeting schedule and called to vote for the approval of the schedule.

Ronald Roberts motioned to approve.

Christine Goding seconded which passed unanimously.

Action Items – New Business

No new business.

Discussion Items

Valerie Ferrell provided an update on the Five Points Roundabout and the East/Main Rose St. ROW Improvements. The Five Points Roundabout project was awarded a construction bid and will have an eight-month construction process. The CRA contributed \$1.5 million as a shared cost.

The East Main/Rose St. ROW Improvements. The first phase being the ROW of Rose St. We are currently preparing engineered site documents for permitting and bid release. The construction for this project is anticipated for Fall 2024.

Valerie Ferrell also provided an update on the Dog Park and the Downtown West Action Plan. A construction bid was awarded to Rodda Construction and has an anticipated nine-month construction process. The CRA contribution being \$126,155.

Regarding the Downtown West Action Plan, there was a major workshop in July and a public outreach campaign in August. The plan being to improve connectivity, nurture the neighborhoods and target infill. The timeline to present the action plan and priority projects updates is expected by November.

Chrissanne Long questioned another roundabout in the Downtown West Action Plan map.

Valerie Ferrell stated that was a project identified prior to the Downtown West Action Plan and that concept was added in as a priority.

Valerie Ferrell provided an update on the Housing landbank. She advised there have been a total of 8 lots that have closed and 8 lots pending closing. The reason for some delays were due to issues with the developer's resources, timeline for permitting and plan approvals.

Chrissanne Long questioned the number of lots still available.

Valerie Ferrell clarified the lots are awarded but are not ready for closing.

Discussion ensued.

Valerie Ferrell provided an update on transportation projects. There are DOT applications or Federal funding requests that significantly improve opportunities to complete the projects. She noted the CRA is unable to solely fund these types of projects and focus more on enhancements being landscaping and pedestrian enhancements. FDOT will also be conducting an project development & environmental study on Memorial Blvd in the upcoming year.

Discussion ensued.
Katy Martinez questioned the number of extensions for Oak St.
Valerie Ferrell advised the Development Agreement allows the developer to request additional closings at a cost, and cannot close on the property until all permit approvals are complete.
Terry Coney introduced Carolina Smith from Prospera.
Carolina Smith provided an update on Prospera. She advised they have been doing orientations and presentations at The Well and at The Chamber of Commerce.
Katy Martinez asked what type of trainings are being done.
Carolina Smith advised the trainings are focused on education, workshops, consulting and professional assistance on how to run a business correctly.
Discussion ensued.
James Randolph provided an updated on BBIC. He stated they have providing workshops and trainings at The Chamber of Commerce. They are now focusing on having two cycles of workshops and trainings each month at The Well and The Chamber of Commerce. He stated the workshops have been productive.
Adjourned at 4:00 PM
Next Meeting, Thursday, November 2, 2023, at 3:00 PM.
Terry Coney, Chairman Date

REVENUE AND EXPENDITURE SUMMARY LAKELAND COMMUNITY REDEVELOPMENT AGENCY

Dixieland November-23 Adjusted

	FY 22 Final	FY23 Final	Revised FY 24 Budget
REVENUES:			
Ad Valorem Taxes	\$322,069.35	\$387,597.32	\$410,812.00
Other	\$51,960.85	-\$1,822.65	\$56,000.00
Revenues Total	\$374,030.20	\$385,774.67	\$466,812.00
EXPENSES:			
Operating	\$81,194.76	\$13,671.45	\$64,683.00
Community Improvement	\$3,447.00	\$7,134.00	\$7,366.00
Incentives: Small Project Assistance Infill Adaptive Reuse Assistance Arts & Entertainment Special Projects:	\$205,913.97 \$50,000.00 \$29,590.53	\$2,148.00 \$0.00 \$9,128.12	\$697,852.00 \$300,000.00 \$40,872.00
Alley Improvement Projects	\$429.39	\$1,328.84	\$113,808.00
SFLA Corridor	\$111,594.72	\$2,599.00	\$914,356.00
Dixieland Sign	\$127.32	\$2,278.93	\$7,396.00
Redevelopment Plan Update			\$175,000.00
Expenses Total	\$482,297.69	\$38,288.34	\$2,321,333.00

REVENUE AND EXPENDITURE SUMMARY LAKELAND COMMUNITY REDEVELOPMENT AGENCY

Downtown November-23 Adjusted

	FY 22 Final	FY23 Final	Revised FY 24 Budget
REVENUES:			•
Ad Valorem Taxes	\$2,071,240.24	\$3,182,039.64	\$3,836,072.00
Other	\$148,976.86	\$40,541.56	\$1,970,000.00
Revenues Total	\$2,220,217.10	\$3,222,581.20	\$5,806,072.00
EXPENSES:			
Operating	\$119,286.28	\$33,409.24	\$399,445.00
Community Improvement	\$30,756.00	\$56,052.96	\$58,856.00
TIF Agreement Payments	\$187,879.97	\$891,835.80	\$900,000.00
Debt Service	\$400,000.00	\$400,000.00	\$344,389.00
Property Management	\$4,225.36	\$2,043.68	\$36,036.00
Troporty Management	Ψ1,220.00	Ψ2,010.00	ψου,σου.σο
Incentives:			
Small Project Assistance	\$152,163.39	\$547,959.58	\$501,345.00
Infill Adaptive Reuse Assistance	\$60,000.00	\$0.00	, ,
Arts & Entertainment	\$14,502.99	\$10,000.00	\$10,000.00
Special Projects:			
Catalyst Development	\$548,891.72	\$100,000.00	\$441,108.00
Mirrorton Substation Screenwall	\$49,575.94	\$387,064.52	\$82,128.00
Bay St Streetscape & Drainage	\$0.00	\$11,660.52	\$415,000.00
Downtown Streetscape	\$33,608.10	\$21,415.57	\$300,000.00
Downtown Corridor Enhancements	\$0.00	\$0.00	\$430,345.00
Five Points Roundabout	\$24,800.00	\$23,052.64	\$438,698.00
SFLA Corridor	\$80,314.40	\$62,397.50	\$1,086,849.00
Lake Mirror Promenade**Dog Park	\$0.00	\$126,155.00	\$126,155.00
Redevelopment Plan Update			\$175,000.00
Business Technical Assistance Pro	Tram		\$40,000.00
Downtown Infrastructure	7		\$155,000.00
Oak Street Development			\$736,000.00
Peachtree Flats Development			\$387,500.00
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Expenses Total	\$1,706,004.15	\$2,673,047.01	\$7,063,854.00

REVENUE AND EXPENDITURE SUMMARY LAKELAND COMMUNITY REDEVELOPMENT AGENCY

Midtown November-23 Adjusted

REVENUES:	FY 22 Final	FY23 Final	Revised FY 24 Budget
Ad Valorem Taxes	\$5,535,129.39	\$7,070,540.99	\$7,889,383.00
Other	\$265,915.29	-\$508,427.27	\$234,000.00
Rental Income & Reimbursements	\$190,369.99	\$332,999.17	\$157,000.00
Revenues Total	\$5,991,414.67	\$6,895,112.89	\$8,280,383.00
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EXPENSES:	¢E44 700 46	¢200 202 27	¢4 265 060 00
Operating	\$511,722.46	\$380,383.37	\$1,365,969.00
Community Improvement	\$444,468.33	\$446,388.00	\$468,707.00
Property Management	\$264,730.10	\$254,378.52	\$351,173.00
Redevelopment Mass Ave Properti	\$510,352.35	\$141,796.91	\$901,448.00
Incentives:			
Small Project Assistance	\$376,435.37	\$486,876.70	\$1,258,132.00
Arts & Entertainment	\$0.00	\$6,075.00	\$54,235.00
Job Creation Incentive	\$208,000.00	\$0.00	\$0.00
Affordable Housing	\$203,402.45	\$325,376.02	\$2,045,000.00
· ·			\$1,502,045.00
Special Projects:			
114 E Parker Construction	\$242,669.93	\$0.00	44.040.450.00
E. Main District	\$262,580.00	\$21,161.25	\$1,348,153.00
Olive Street Sidewalk	\$2,523.73	\$94,293.14	# 207 F 00 00
N. Scott Ave Sidewalk	\$12,311.59	\$3,179.25	\$307,509.00
Emma St Sidewalk Chase St Trail	\$0.00 \$0.00	\$0.00 \$0.00	\$275,000.00 \$300,000.00
Five Points Roundabout	\$2,319.46	\$1,012.49	\$721,948.00
Providence Road	\$124,661.75	\$52,947.69	\$1,672,746.00
W. Lake Parker/Lakeshore Trail	\$27,865.58	\$4,200.00	\$78,309.00
Memorial Blvd	\$0.00	\$0.00	\$550,000.00
Midtown Landscape/Median Maint.	\$21,557.23	\$26,998.43	\$106,613.00
NW Neighborhood	\$142,881.54	\$15,918.13	\$2,923,338.00
NE Neighborhood	\$71,487.37	\$7,416.27	\$1,188,817.00
Midtown Infrastructure	\$0.00	\$0.00	\$250,000.00
			*
Redevelopment Plan Update			\$325,000.00
Business Technical Assistance Pro	gram		\$160,000.00
Lakeland Hills Blvd - Landscape			\$250,000.00
7th St Sidewalk Hartsell Ave Trail			\$115,000.00 \$75,000.00
Infrastructure Projects			\$500,000.00
Alley Improvement Projects			\$500,000.00
Alloy improvement Frojects			ψυσυ,σου.σο
Evnoncos Total	\$3 420 060 24	\$2 260 A04 47	\$19,594,142.00
Expenses Total	\$3,429,969.24	\$2,268,401.17	φ13,334,142.00



INCENTIVES OVERVIEW

Incentive Projects Completed

Status	.↑ Type	District	Project Name	TOTA	L AWARD
Complete	Arts	Dixieland	Quick Print Art Infusion	\$	3,080.00
Complete	Improvement	Dixieland	Dixieland Auto Parts Façade & Site	\$	11,719.00
Complete	Arts	Dixieland	Artman Building Façade	\$	8,592.00
Complete	Improvement	Downtown	Cat Café	\$	55,000.00
Complete	Improvement	Downtown	Gore Building Infill	\$	463,000.00
Complete	Arts	Downtown	Feng Shui Restoration at Munn Park	\$	10,000.00
Complete	Improvement	Downtown	Studio C EDGE	\$	25,000.00
Complete	Improvement	Midtown	Vishal Shadadpuri Laundry reno	\$	12,244.50
Complete	Improvement	Midtown	Dynamic Properties	\$	79,536.27
Complete	Improvement	Midtown	Richard Fox Plumbing	\$	37,354.54
Complete	Improvement	Midtown	Medical Office/ADAA Real Estate LLC	\$	22,434.22
Complete	New Construction	Midtown	Mary's Bagel Café Infill	\$	189,509.00
Complete	Improvement	Midtown	Artistic Nail & Beauty Academy Infill	\$	52,847.19

Incentive Projects Awarded, Under Construction and Applications Under Review

Status	Type ▼	District	Project Name	тот	AL AWARD
Awarded	Improvement	Dixieland	Reececliff's (Infill only) FAS recd prev	\$	25,000.00
Awarded	Improvement	Dixieland	Vanguard Room Infill	\$	75,000.00
Awarded	Improvement	Downtown	TR Hillsborough Renovation Infill	\$	150,000.00
Awarded	Improvement	Midtown	Uncle App's	\$	31,999.00
Awarded	Improvement	Midtown	Skateworld	\$	225,000.00
Awarded	Improvement	Midtown	Hadleys School	\$	40,530.00
Awarded	Arts	Midtown	Midtown Mini Murals	\$	10,000.00
Under Review	Arts	Downtown	Lake Mirror Tower Mural	\$	-
Under Review	Improvement	Midtown	Enyap Properties Renovation	\$	-
Under Review	Improvement	Midtown	Wally's	\$	-
Under Review	Improvement	Midtown	Lakeland Town Center Dr. Unit 928 Infill	\$	_
Under Review	Improvement	Midtown	Payne Air Conditioning	\$	-

TOTAL INCENTIVES: 25

TOTAL CRA INCENTIVES AWARDED: \$ 1,527,845



ACTIVE PROJECTS OVERVIEW

Status <a> 	Type	District <u>*</u>	Project Name
Ongoing	Affordable Housing	Midtown	Infill Land Bank RFP Rounds 1 and 2
Planning	Affordable Housing	Midtown	Septic to Sewer Analysis Study
Ongoing	Affordable Housing	Midtown	Housing Incentives-Developer RFPs
Ongoing	Affordable Housing	Midtown	Housing Incentives - Homeowners
Ongoing	Affordable Housing	Midtown	Tax Deed Sales Tracking/Bids
Construction	Community Improvement	Downtown	Bark At the Lake - Rose Street Dog Park
Construction	Community Improvement	Downtown	LPD Community Policing Strategies
Construction	Community Improvement	Multiple	LPD Community Policing Strategies
Planning	Community Improvement	Multiple	CRA Advisory Board Retreat
Ongoing	Community Improvement	Multiple	Annual Budget_
Ongoing	Community Improvement	Multiple	<u>Annual Audit</u>
Ongoing	Community Improvement	Multiple	<u>Annual Report</u>
Ongoing	Community Improvement	Multiple	Tax Increment Revenue Funding Calculations
Planning	Community Improvement	Multiple	Marketing and Community Outreach
Planning	Corridor Enhancements	Dixieland	South Florida Ave Corridor Design (FDOT/City)
Design	Corridor Enhancements	Downtown	Bay Street Streetscape Design
Construction	Corridor Enhancements	Downtown	Bay Street Streetscape Construction
Design	Corridor Enhancements	Midtown	Providence Road Design
Design	Corridor Enhancements	Midtown	Rose St ROW Improvements Design
Construction	Corridor Enhancements	Midtown	Rose St ROW Construction
Planning	Corridor Enhancements	Midtown	Memorial Blvd PD&E Study
Design	Corridor Enhancements	Multiple	Five-Points Roundabout Design/Bid
Design	Economic Development	Downtown	Site Design/Vacate ROW
Design	Economic Development	Downtown	Peachtree Flats Development
Design	Economic Development	Downtown	Oak Street Development
Planning	Economic Development	Downtown	Targeted Infill Strategies
Ongoing	Economic Development	Midtown	Property Management - Billing/Tenant Communicat
Ongoing	Economic Development	Multiple	Incentive Administration
Ongoing	Economic Development	Multiple	BBIC/Prospera Business Tech. Assistance Funding
Ongoing	Economic Development	Multiple	<u>Catalyst Lakeland</u>
Design	Economic Development	Multiple	iMS Implementation
Ongoing	Economic Development	Multiple	DRT/Concept Plan Review Monitoring
Planning	Economic Development	Multiple	Incentive Program Revisions

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Status *	Type <mark>▼¹</mark>	District	Project Name
Design	Neighborhood Investment	Midtown	7th Street Sidewalk
Design	Neighborhood Investment	Midtown	N Scott Ave Sidewalk Design
Design	Neighborhood Investment	Midtown	Emma Street Sidewalk Design
Design	Neighborhood Investment	Midtown	Lkld Hills Blvd Landscape Enhancements
Planning	Neighborhood Investment	Midtown	NW Alley Inventory and Review
Planning	Neighborhood Investment	Midtown	Lake Parker Aquatic Management Planning
Planning	Neighborhood Investment	Midtown	Chase Street Trail Design
Planning	Neighborhood Investment	Midtown	Historic Survey - Neighborhoods Inventory
Planning	Neighborhood Investment	Multiple	Downtown West Action Plan
Planning	Property Mgmt & Acquisition	Downtown	Strategic Acquisition - Commercial Properties
Ongoing	Property Mgmt & Acquisition	Midtown	Property Management - Landscaping RFP
Ongoing	Property Mgmt & Acquisition	Midtown	Property Management RFP
Construction	Property Mgmt & Acquisition	Midtown	DouBakehouse Walk-in Freezer
Design	Property Mgmt & Acquisition	Midtown	DouBakehouse Hood Replacement
Design	Property Mgmt & Acquisition	Midtown	Collective/DouBakehouse AC Replacement Design
Planning	Property Mgmt & Acquisition	Midtown	Tenant Property Valuations and Dispositions RFP
Planning	Property Mgmt & Acquisition	Midtown	Mass Area RFP
Planning	Property Mgmt & Acquisition	Midtown	Strategic Acquisition - Mass Area RFP
Planning	Property Mgmt & Acquisition	Midtown	Strategic Acquisition - Commercial Properties

TOTAL Active Projects: 50

TOTAL Funding Allocation: \$19,215,327



Staff Memo

To: CRA Advisory Board

From: Valerie Ferrell, CRA Manager

Date: December 7, 2023

Re: **Downtown West Action Plan**

Overview

CRA Advisory Board will hear the final Downtown West Action Plan as prepared by GAI Community Solutions Group and staff. The extensive work that has gone into preparing the Plan began by analyzing current conditions of the area, following by an intense listening and exploratory series of public meetings and stakeholder sessions to refine key objectives for continued investment in the study area. The Plan is broken into four sections:

- Listening and Learning
- Shared Vision and Major Moves
- Action Framework
- Strategic Initiatives for Neighborhoods

To summarize the Action Framework and next steps, it is important to note the following:

Key Insights → Major Moves → Strategic Initiatives

The Key Insights describe the current conditions in Downtown West. Major moves are the themes that will address those current conditions. Strategic Initiatives are the specific projects or policies that can be undertaken in the near term or long term to have lasting impact for the entire study area.

The Action Plan will be a guide that focuses not only the CRA efforts, but also the City and its partners toward a shared vision of the Downtown West area.

II. Board Consideration

Staff recommends approval of the Downtown West Action Plan and the Action Framework included in the presentation. Next steps would include adoption by the CRA Board/City Commission in January.

Attachment:

• <u>Downtown West Action Plan Presentation</u>



Staff Memo

To: CRA Advisory Board

From: Valerie Ferrell, CRA Manager

Date: December 7, 2023

Re: TIF Assignability Amendments

Overview

Attached for your consideration are Tax Increment Financing Agreement ("TIF") Agreement Amendments for the following:

- 923 Lemon LLC, Original Agreement approved July 28, 2021
- 725 E Orange LLC, Original Agreement approved July 28, 2021
- 625 E Lime LLC, Original Agreement approved February 21, 2022

The Tax Increment Financing program allows qualified developers to receive reimbursement of tax increment funds collected by the Lakeland Community Redevelopment Agency (CRA). The reimbursement is based on incremental revenue collected by the CRA due to increases in the property's taxable value resulting from the investment made in real estate. The reimbursement begins in the first year following the project's receipt of Certificate of Occupancy.

For the majority of recent Agreements, the benefits and obligations provided are not assignable and shall terminate upon sale or transfer of the properties identified therein. The Developer has requested the Agreements be amended to remove this prohibition in order to facilitate refinancing of the project and marketability of the property. The Amendment provides that the benefit of the tax increment incentive can be assigned, only after the improvements have been completed and received the Certificate of Occupancy. The Assignment must also be requested and received by City staff and presented for approval to the CRA Advisory Board.

II. Board Consideration

Staff recommends approval of the TIF Amendments as presented. Next steps would include adoption by the CRA Board/City Commission at their December 18, 2023 meeting.

Attachments:

- TIF Agreement Amendment for 923 Lemon LLC
- TIF Agreement Amendment for 725 E Orange LLC
- TIF Agreement Amendment for 625 E Lime LLC

923 Lemon LLC

Royal Oak Apartments

22 Units, five buildings, 2-story townhome apartments

Project Completed Summer 2022





First Amendment to Tax Increment Benefits Agreement

This First Amendment ("First Amendment") to the Developer Agreement for Tax Increment Benefits dated July 28, 2021 by and between the City of Lakeland Community Redevelopment Agency, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (the "LCRA"), and 923 Lemon LLC (the "Developer") is entered into this ____ day of ______, 2023.

RECITALS

Whereas, the LCRA and the Developer entered into that certain Developer Agreement for Tax Increment Benefits dated July 28, 2021 (the "Agreement"); and

Whereas, the Developer has completed substantial renovations and improvements to parcels of real property located at 915 & 923 E Lemon St, Lakeland FL 33801 and more specifically described in the Agreement; and

Whereas, the Agreement currently provides that the benefits and obligations of the Agreement are not assignable and shall terminate upon the sale or transfer of the Property; and

Whereas, the Developer has requested that the Agreement be amended to remove the prohibition of assignment in order to facilitate the refinancing of the Project and marketability of the Property; and

Whereas, the LCRA is willing to remove the prohibition of assignment upon the terms and conditions specified below;

Now, therefore, the LCRA and the Developer, for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

- 1. Paragraph 7 of the Agreement is hereby deleted in its entirety and replaced with the following:
 - 7. The benefits and obligations of this Agreement are not assignable until such time as the Project receives a certificate of occupancy from the City of Lakeland. Upon issuance of a certificate of occupancy, this Agreement may be assigned by right for the purpose of replacing construction financing for the Project with permanent financing. For all other purposes, this Agreement may be assigned only upon the approval of the LCRA Advisory Board, which approval shall not be unreasonably withheld.

- 2. Capitalized terms in this First Amendment shall have the meaning assigned to them in the Agreement unless otherwise defined in this First Amendment.
- 3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this First Amendment to Developer Agreement by their duly authorized officers on the date first appearing above.

	923 Lemon LLC:
	By: Print Name: Title:
	LAKELAND COMMUNITY REDEVELOPMENT AGENCY:
ATTEST:	
By: Kelly S. Koos, City Clerk	By: H. William Mutz, CRA Chairman
Approved as to form and correctness: By: _	Palmer C. Davis, City Attorney

725 E Orange LLC

Valencia at the Park

32 Units, five buildings, 3 story apartments – Project Under Construction

Expected Completion Spring 2024





First Amendment to Tax Increment Benefits Agreement

This First Amendment ("First Amendment") to the Developer Agreement for Tax Increment Benefits dated July 28, 2021 by and between the City of Lakeland Community Redevelopment Agency, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (the "LCRA"), and 725 E Orange LLC (the "Developer") is entered into this ____ day of ______, 2023.

RECITALS

Whereas, the LCRA and the Developer entered into that certain Developer Agreement for Tax Increment Benefits dated July 28, 2021 (the "Agreement"); and

Whereas, the Developer has completed or proposes to complete substantial renovations or improvements to parcels of real property located at 721 & 725 E Orange Street and 0 Lake Ave, Lakeland FL 33801 (the "Property"), as more specifically described in the Agreement; and

Whereas, the Agreement currently provides that the benefits and obligations of the Agreement are not assignable and shall terminate upon the sale or transfer of the Property; and

Whereas, the Developer has requested that the Agreement be amended to remove the prohibition of assignment in order to facilitate the refinancing of the Project and marketability of the Property; and

Whereas, the LCRA is willing to remove the prohibition of assignment upon the terms and conditions specified below;

Now, therefore, the LCRA and the Developer, for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

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- 2. Capitalized terms in this First Amendment shall have the meaning assigned to them in the Agreement unless otherwise defined in this First Amendment.
- 3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this First Amendment to Developer Agreement by their duly authorized officers on the date first appearing above.

	725 E Orange LLC:
	By: Print Name: Title:
	LAKELAND COMMUNITY REDEVELOPMENT AGENCY:
ATTEST:	
By: Kelly S. Koos, City Clerk	By:H. William Mutz, CRA Chairman
Approved as to form and correctness: By: _	Palmer C. Davis, City Attorney

625 E Lime LLC

Project Under Final Design and Construction Estimating

48 Units, one 4 Story apartment building

Expected Site Construction to begin late 2024





First Amendment to Developer Agreement Tax Increment Benefits

This First Amendment ("First Amendment") to the Developer Agreement for Tax Increment Benefits dated February 21, 2022 by and between the City of Lakeland Community Redevelopment Agency, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (the "LCRA"), and 625 E Lime LLC (the "Developer") is entered into this _____ day of _________, 2023.

RECITALS

Whereas, the LCRA and the Developer entered into that certain Developer Agreement for Tax Increment Benefits dated February 21, 2022 (the "Agreement"); and

Whereas, the Developer has completed or proposes to complete substantial renovations or improvements to parcels of real property located at 611-613 and 625 E Lime Street, Lakeland FL 33801 (the "Property"), as more specifically described in the Agreement; and

Whereas, the Agreement currently provides that the benefits and obligations of the Agreement are not assignable and shall terminate upon the sale or transfer of the Property; and

Whereas, the Developer has requested that the Agreement be amended to remove the prohibition of assignment in order to facilitate the refinancing of the Project and marketability of the Property; and

Whereas, the LCRA is willing to remove the prohibition of assignment upon the terms and conditions specified below;

Now, therefore, the LCRA and the Developer, for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

- 1. Paragraph 7 of the Agreement is hereby deleted in its entirety and replaced with the following:
 - 7. The benefits and obligations of this Agreement are not assignable until such time as the Project receives a certificate of occupancy from the City of Lakeland. Upon issuance of a certificate of occupancy, this Agreement may be assigned by right for the purpose of replacing construction financing for the Project with permanent financing. For all other purposes, this Agreement may be assigned only upon the approval of the LCRA Advisory Board, which approval shall not be unreasonably withheld.

- 2. Capitalized terms in this First Amendment shall have the meaning assigned to them in the Agreement unless otherwise defined in this First Amendment.
- 3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this First Amendment to Developer Agreement by their duly authorized officers on the date first appearing above.

	625 E LIME LLC:
	By: Print Name: Title:
	LAKELAND COMMUNITY REDEVELOPMENT AGENCY:
ATTEST:	
By: Kelly S. Koos, City Clerk	By:H. William Mutz, CRA Chairman
Approved as to form and correctness: By: _	Palmer C. Davis, City Attorney



Staff Memo

To: CRA Advisory Board

From: Valerie Ferrell, CRA Manager

Date: December 7, 2023

Re: Strategic Acquisitions

Overview

The Lakeland Community Redevelopment Agency (CRA) has executed numerous significant projects in the Parker Street neighborhood successfully over the last decade. Continued efforts to plan for redevelopment of the neighborhood have led to a number of acquisitions which include all properties shown in purple on the enclosed map.

Staff continues to assemble properties in order to meet Midtown Redevelopment Plan Goals specifically referenced below:

- reducing the presence of blight through infill and economic development
- improving the basic physical and social infrastructure needed to sustain a healthy neighborhood environment
- promoting property assemblage and eliminating the faulty street layout within the area
- strengthening mixed use activity centers
- promoting the continued investment, activation, and beautification of commercial properties and corridors.

II. CRA Acquisition Policy

Resolution CRA2006-2 allows for acquisition of property upon the identification of property that will support the implementation of the redevelopment plan. The following factors are to be considered in the decision:

- Proposed purchase price and terms
- Availability of funding
- Location of the property
- Purpose for purchasing the property
- Any other factors bearing upon the decision to purchase or forego the purchase of the property.

III. Strategic Targets

The CRA's current property assemblage generally located north of the Intown Bypass (98), and south of Memorial Blvd, west of Massachusetts Blvd and east of N. Florida Avenue is shown in the map below. Through the Mass Market Area Plan, several concepts visualized the area potential with infill development, enhanced streetscapes and pedestrian connectivity. Opportunities to acquire additional parcels would boost the Area Plan and allow the CRA leverage for interested development prospects.



The property owner of 811 N. Tennessee Ave initially contacted the CED Property Information Office indicating their intent to sell the property, which previously was occupied by Labor Finders. Due to its contiguity to the CRA owned vacant parcel on 204 E Parker St, the CRA had an interest in its assemblage for future redevelopment potential. The subject property is currently zoned O-1, which allows for a variety of low impact office uses, and is approximately 0.16 acre. There is currently a small office building (720 sq ft) on the site which would be evaluated further as part of the acquisition. Combined with the adjacent CRA parcel, both properties would total approximately 0.25 acre (+/-10,684 sq ft). After four months of negotiating terms, both parties have agreed to the following:

Terms:

- \$68,000 purchase price
- Buyer to pay title, survey and closing costs
- Closing date on or before May 13, 2024

IV. Board Consideration

Staff is requesting authorization to finalize acquisition contracts and present the final contract for execution to the CRA Board/City Commission at their December 18, 2023 meeting.

Attachments:

Subject Property Information and Purchase Contract

12/5/23, 12:39 PM Prop

Skip to main content <u>Home Page</u> » <u>Return To Search Results</u> Change Browser Language

Parcel Details: 24-28-18-

203000-018031















Owners Recently purchased this property? Click here.

LFI FORT PIERCE INC

100%

Mailing Address

Address 1 1617 N FEDERAL HWY STE 4

Address 2

Address 3 LAKE WORTH FL 33460-6638

Site Address

Address 1 811 N TENNESSEE AVE

Address 2

City LAKELAND

State **FL**Zip Code **33803**

Parcel Information

Neighborhood 6666.06

Show Recent Sales in this Neighborhood

Subdivision SCHIPMANS SURVEY DB G PG 360 361

Property (DOR) Use 1 story 2 Star, Class C office West,
Code North, East Lakeland (Code: 1713)

Acreage **0.16**

Taxing District LAKELAND/SWFWMD/LKLD

MASS (Code: 91510)

Community

Redevelopment

Mid-Town CRA (Code: 55)

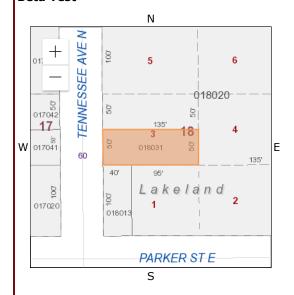
Area

Property Desc

DISCLAIMER: This property description is a condensed version of the original legal description recorded in the public records of Polk County, FL. It does not include the section, township, range, or the county where the property is located. It is a description of the ownership boundaries only and does not include easements or other interests of record. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.

Area Map

Beta Test



Mapping Worksheets (plats) for 242818

Mapping Worksheet HTML (opens in new tab)

Mapping Worksheet Printable PDF

Sales History

Important Notice: If you wish to obtain a copy of a deed for this parcel, click on the blue OR Book/Page number. Doing so will cause you to leave the Property Appraiser's website and access the Polk County Clerk of the Circuit Court's Official Records Search. Once the document opens, click the printer icon to print the document. If you have any issues opening the document once you have met all the listed system requirements, please contact the Clerk's office at (863)534-4000 and ask to speak to an IT staff member. If the Book/Page number does not have a blue link to Official Records, the deed may not be available through the online records of the Clerk of the Circuit Court. In order to obtain a copy of the deed you will need to contact the Clerk of the Circuit Court Indexing Department at 863-534-4516. If the Type Inst is an "R", the document is not available through the Clerk of the Circuit Court's Official Records Search. Please contact the Property Appraiser to order "R" type instruments.

OR Book/Page	Date	Type Inst	Vacant/ Improved	Grantee	Sales Price
4389/1787	12/1999	W	I	LFI FORT PIERCE INC	\$37,000
4337/1046	10/1999	M	I		\$17,000
3794/2096	01/1997	M	I		\$10
3022/0234	09/1991	W	I		\$20,000

12/5/23. 12:39 PM Property Search

Exemptions

Important Notice: In 2022, the Florida Legislature increased property tax exemptions for residents who are widows, widowers, blind, or totally and permanently disabled from \$500 to \$5,000. The increased exemption amount will become effective as of January 1, 2023, for the 2023 tax year. This change does not affect your tax bill for 2022.

Note: The drop down menus below provide information on the amount of exemption applied to each taxing district. The HX—first \$25,000 homestead exemption may be allocated to one or more owners. The HB—second \$25,000 amended homestead exemption reflects the name of the first owner only.

Code Bld. # Description % Ownership Renew Cd Year Name Note Value

If you have a Senior Exemption(Additional Homestead Exemption for Persons 65 and Older): For the 2023 tax year, the allowable total household adjusted gross income received during 2022 could not exceed \$35,167. If your total household adjusted gross income exceeded this limit, YOU MUST NOTIFY THIS OFFICE. Receiving no notification from the qualified senior will be considered a sworn statement, under penalty of perjury, that the income does not exceed the limit. Improperly claiming any exemption could result in a lien against your property. If you would like to receive a notice of renewal electronically, please send us an email at paoffice@polkcounty.net with your name, property address, and confirmation of your request.

Buildings

BUILDING 1 (1501 - OFFICE BUILDING)

Building Characteristics

Total Under Roof: 967 sqft

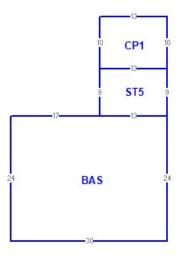
Living Area (as originally constructed): 720 sqft

Actual Year Built: 1966 Effective Year: 1984 Wall Structure: STEEL

Building BAS Note: The base area (living area or square foot living area) of a building is the originally designed building footprint / plan of the cooled and heated area of the building. In most cases, a base area will remain constant throughout the life of the building. A base area can be converted to a subarea (Example: A portion of the base is "cut-out" and used as a garage or porch); It is not, however, standard appraisal practice to convert a subarea to a base area unless there was an error when initially entering the data.

Element	Units	Informatio
HEAT CODE		ACP
EXTERIOR WALL		NONE
WALL HEIGHT	10	
LIVING UNITS	1	
Stories	1	

811 N TENNESSEE AVE



Building Subareas

Building Sub Area Note: A sub area is an individual component of a building that may or may not be cooled/heated. The percent in a subarea description is the percent of the base rate applied to the value of the sub area. (Example: UGR UNFINISHED GARAGE 50% indicates this sub area is valued at 50% of the base area rate); If a sub area changes over time, the contributory value may also change.

Code	Description	Heated	Total
BAS	BASE AREA	Υ	720
ST5	STORAGE ROOM 50%		117
CP1	CANOPY 10%		130
Total U	nder Roof		967 ft ²
Total Li	ving Area	720 ft ²	

Extra Features (Current)

LN	Code	Description	BLD	Length	Width	Units	Year Built
1	CON	CONCRETE	0	0	0	484	1966
2	FEN1	FENCE AVG QUALITY CHAIN LINK	0	0	0	250	1981

PERMITS

The Polk County Property Appraiser's Office does not issue or maintain permits. Please contact the appropriate permit issuing agency to obtain information. This property is located in the **LAKELAND/SWFWMD/LKLD MASS** taxing district. The beginning of the description indicates permit agency (UNINCORP is an abbreviation for Unincorporated **POLK COUNTY**).

Land Lines

LN Land Dscr	Ag/GreenBelt	Land Unit Type	Front	Depth	Units
1 * Commercial/Industrial	N	S	0	0	6,750.00

12/5/23, 12:39 PM Property Search

* For Zoning/Future Land Use contact Polk County or the Municipality the parcel is located in.

NOTICE: All information ABOVE this notice is current (as of Tuesday, December 5, 2023 at 2:10:06 AM). All information BELOW this notice is from the 2023 Tax Roll, except where otherwise noted.

Value Summary (2023)

Desc	Value
Land Value	\$13,163
Building Value	\$31,069
Misc. Items Value	\$1,361
Land Classified Value	\$0
Just Market Value	\$45,593
*Cap Differential and Portability	\$0
Agriculture Classification	\$0
Assessed Value	\$45,593
Exempt Value (County)	\$0
Taxable Value (County)	\$45,593

^{*}This property contains a Non Homestead Cap with a differential of \$0.

Values by District (2023)

District Description	Final Tax Rate	Assessed Value	Final Assessed Taxes	Exemption	Final Tax Savings	Taxable Value	Final Taxes
BOARD OF COUNTY COMMISSIONERS	6.685200	\$45,593	\$304.80	\$0	\$0.00	\$45,593	\$304.80
POLK COUNTY SCHOOL BOARD - STATE	3.160000	\$45,593	\$144.07	\$0	\$0.00	\$45,593	\$144.07
POLK COUNTY SCHOOL BOARD - LOCAL	2.248000	\$45,593	\$102.49	\$0	\$0.00	\$45,593	\$102.49
CITY OF LAKELAND	5.432300	\$45,593	\$247.67	\$0	\$0.00	\$45,593	\$247.67
SOUTHWEST FLA WATER MGMT DIST	0.204300	\$45,593	\$9.31	\$0	\$0.00	\$45,593	\$9.31
LAKELAND MASS TRANSIT	0.500000	\$45,593	\$22.80	\$0	\$0.00	\$45,593	\$22.80
		Assessed Taxes:	\$831.14	Tax Savings:	\$0.00	Total Taxes:	\$831.14

Taxes

Desc	Last Year	2023 Final
Taxing District	LAKELAND/SWFWMD/LKLD MASS (Code: 91510)	LAKELAND/SWFWMD/LKLD MASS (Code: 91510)
Millage Rate	18.3693	18.2298
Ad Valorem Assessments	\$836.45	\$831.14
Non-Ad Valorem Assessments	\$0.00	\$0.00
Total Taxes	\$836.45	\$831.14

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this page, such as assessments for roads, drainage, garbage, fire, lighting, water, sewer, or other governmental services and facilities which may be levied by your county, city or any other special district. Visit the Polk County Tax Collector's site for Tax Bill information related to this account. Use the Property Tax Estimator to estimate taxes for this account.

Prior Year Final Values

The Final Tax Roll is the 1st certification of the tax rolls by the Value Adjustment Board, per Florida Statute 193.122(2), F.S. This is the date all taxable property and tax rolls are certified for collection to the Tax Collector. Corrections made after this date are not reflected in the Final Tax Roll Values.

2022

 Land Value
 \$13,163.00

 Building Value
 \$29,068.00

Just Value (Market) \$45,877 SOH Deferred Val \$458 Assessed Value \$45,389 Exempt Value (County) \$0 Taxable Value (County) \$13,63 2021 \$1 Land Value \$13,163 Building Value \$2,777 Misc. Items Value \$2,233 Just Value (Market) \$41,263 SOH Deferred Val \$41,263 Seempt Value (County) \$0 Taxable Value (County) \$0 Taxable Value (County) \$1,163 Building Value \$13,163 Building Value \$13,163 Building Value \$2,774 Misc. Items Value \$2,274 Misc. Items Value \$2,352 Just Value (Market) \$43,258 SOH Deferred Val \$43,258 Exempt Value (County) \$0 Taxable Value (County) \$0 Taxable Value (County) \$0 Taxable Value (County) \$0 Taxable Value (County) \$13,163 Buil	2/5/23, 12:39 PM	Property Search
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	SOH Deferred Val	\$3,260.00
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Taxable Value (County) \$37,476.	Taxable Value (County)	\$37,476.00

DISCLAIMER

The Polk County Property Appraiser makes every effort to produce and publish the most current and accurate information possible. The PCPA assumes no responsibility for errors in the information and does not guarantee that the data are free from errors or inaccuracies. Similarly the PCPA assumes no responsibility for the consequences of inappropriate uses or interpretations of the data. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. Utilization of the search facility indicates understanding and acceptance of this statement by the user.

Last Updated: Tuesday, December 5, 2023 at 2:10:06 AM

Putnam & Creighton, P.A. P.O. Box 3545 Lakeland, FL 33802 (863) 682-1178 null

Commercial Contract

1. PARTIES AND PROPERTY: Lakeland Community Redevelopment Agency	("Buyer")
agrees to buy and LFI Fort Pierce, Inc.	("Seller")
agrees to sell the property at:	
Street Address: 811 N. Tennessee Ave., Lakeland, FL	
Legal Description: S 1/2 of Lot 3, Block 18, SCHIPMANS SURVEY, per Deed Book G, page 360-361	
and the following Personal Property:	
(all collectively referred to as the "Property") on the terms and conditions set forth below.	
2. PURCHASE PRICE: \$	68,000.00
(a) Deposit held in escrow by: Putnam & Creighton, P.A.	1,000.00
within days (3 days, if left blank) after completion of Due Diligence Period or	
☐ within days after Effective Date\$\$	
(c) Additional deposit to be made to Escrow Agent	
(f) All deposits will be credited to the purchase price at closing.	
Balance to close, subject to adjustments and prorations, to be paid via wire transfer.	67,000.00
For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or up	
Buyer's written notice of acceptability.	
3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is sign	ed by Seller
will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any coun	, this offer ter offer will be
3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date	on which the
. Calendar days will be used when computing time periods, except ti	ime periods of 5
days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or na	itional legal
business day. Time is of the essence in this Contract.	p.m. of the next
4. CLOSING DATE AND LOCATION:	
(a) Closing Date: This transaction will be closed on <u>See Paragraph 23</u> (Closing	j Date), unless
specifically extended by other provisions of this Contract. The Closing Date will prevail over all oth including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting	ner time periods ng is suspended
Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 1 of	8 Pages.
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	agrees to buy and LFI Fort Pierce, Inc. agrees to sell the property at: Street Address: 811 N. Tennessee Ave., Lakeland, FL Legal Description: \$1/2 of Lot 3. Block 18. SCHIPMANS SURVEY, per Deed Book G. page 360-361 and the following Personal Property: (all collectively referred to as the "Property") on the terms and conditions set forth below. 2. PURCHASE PRICE: (a) Deposit held in escrow by: Putnam & Creighton, P.A. ("Escrow Agent") (needs are subject to actual and final collection) Escrow Agent's address: 500 S. Florida Ave., Ste 500, Lakeland Phone: 363-682-1178 (b) Additional deposit to be made to Escrow Agent withindays (3 days, if left blank) after completion of Due Diligence Period orwithindays after Effective Date\$ (c) Additional deposit to be made to Escrow Agentwithindays after Effective Date\$ (d) Total financing (see Paragraph 5)\$ (e) Other\$ (f) All deposits will be credited to the purchase price at closing, Balance to close, subject to adjustments and prorations, to be paid via wire transfer. For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or up Buyer's written notice of acceptability. 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is sign and Buyer and an executed copy delivered to all parties on or before December 15, 2023 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any count 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date test one of the Seller and Buyer has signed cellevred. The "Effective Date" of this Contract is the date test one of the Seller and Buyer has signed or initiated and delivered this offer or the final count folials and the same of the seller and Buyer has signed or initiated and delivered this offer or the final count of the date the condrain on a Saturday, Sunday, or national legal holiday will extend until 5:00 business day. Time is of the essence in t

41 42	on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the insurance underwriting suspension is lifted.
43 44	(b) Location: Closing will take place in <u>Polk</u> County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.
45	5. THIRD PARTY FINANCING:
46	BUYER'S OBLIGATION: On or before days (5 days if left blank) after Effective Date, Buyer will apply for third
47	party financing in an amount not to exceed% of the purchase price or \$, with a fixed
48	interest rate not to exceed% per year with an initial variable interest rate not to exceed% with points or
49	commitment or loan fees not to exceed% of the principal amount, for a term ofyears, and amortized
50	over years, with additional terms as follows:
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52	Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any
53	lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan approval within days (45 days if left
54	blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close
55	the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the mortgage
56 57	broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and reasonable
58	diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within days (3 days if left blank)
59	deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract.
60	If Buyer does neither, then Seller may carcel this Contract by delivering written notice to Buyer at any time thereafter.
61	Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of
62	those conditions of Loan Approved related to the Property. DEPOSIT(S) (for purposes of Paragraph 5 only): If Buyer
63 64	has used good faith and reaconable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or
64 65	before the Closing Pate without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both
66	parties will be eleased from all further obligations under this Contract, except for obligations stated herein as surviving
67	the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use
68	good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction
69 70	does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mertgage lean to a particular bayer. Neither a pre-
71	approval letter not a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.
72	6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by 🗵 statutory warranty
73	deed ☐ special warranty deed ☐ other, free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants.
74	
75	restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other
76	matters to which title will be subject)
77	
78	provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the
79	Property as Buyer determines within the Due Diligence Period
80	(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent
81	and pay for the title search and closing services. Seller will, at (check one) 🗆 Seller's 🗵 Buyer's expense and
82	within days after Effective Date or at least 60 days before Closing Date deliver to Buyer (check one)
83	(i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by
84 85	Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and
86	Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date. (ii.) an
87	abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
88	However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed
89	insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy
90	exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or
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91 92	Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.
93 94 95 96 97 98 99 100	(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within 60 days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.
102 103 104 105	 (c) Survey: (check applicable provisions below) (i.) Seller will, within 5 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:
106 107 108 109	All pertinent information such as existing title insurance, leases, agreements affecting the Property prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the date this Contract is terminated.
110 111 112 113 114	☑ Buyer will, at ☐ Seller's ☑ Buyer's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ Buyer will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.
115	(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.
116 117 118 119 120 121 122	7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$

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defects in the Property. (Check (a) or (b))

(a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

(b) Due Diligence Period: Buyer will, at Buyer's expense and within 120 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that Buver, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the

Buyer (____) (____) and Seller (\(\sum_{\text{\text{N}}} \) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

- Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer**'s expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer**'s deposit will be immediately returned to **Buyer** and the Contract terminated.
 - (c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.
- 8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted 🗵 only with Buyer's consent 🗆 without Buyer's consent.
- CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.
 - (a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to Buyer at closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.
 - (b) Costs: Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.
 - (c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each service contractor from 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 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, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or 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 estoppels letter, Seller, if requested by the Buyer in writing, will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its governing authority 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. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and financing statements.
 - (d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by 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 request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.
 - (e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the 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.
 - (f) Foreign Investment in Real Property Tax Act (FIRPTA): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

Buyer) () and Seller	(ME)) acknowledge receipt of a copy of this page, which is	Page 4 of 8 Pages.
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- with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.
- 202 10. ESCROW AGENT: Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the 203 terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to 204 205 Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent 206 has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed 207 items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator 208 determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over 209 the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all 210 liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items 211 or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs 212 incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs 213 214 in favor of the prevailing party.
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- 219 12. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable 220 to each other for damages so long as performance or non-performance of the obligation, or the availability of services, 221 insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. 222 "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual 223 transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will 224 225 be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this 226 Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 227 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other 228 and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
- 13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is
 not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit
 will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

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- (a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.
- (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for Buyer's default.
- 15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.
- 16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,
 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
 representing a party will be as effective as if given by or delivered to that party.

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Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

17. DISCLOSURES:

- (a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.
- **(b)** Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).
- (c) Radon Gas: 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.
- (d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

- (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.
- (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.
- **19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise □ is not assignable □ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "Broker" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).
- 20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.
- 21. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

licensed real estate Broker other	r than:	
(a) Seller's Broker: NONE		
	(Company Name)	(Licensee)
	(Address, Telephone, Fax, E-mail)	
who□ is a single agent□ is a □ Seller□ Buyer□ both par	transaction broker II has no broker	rage relationship and who will be compensated_ by ent \square other (specify)
(b) Buyer's Broker: _SVN Sau	nders Raiston Dantzier Real Estate	Cliff Wiley
	(Company Name)	(Licensee)
	(Address, Telephone, Fax, E-mail)	
Buyer () () and Seller	کک) () acknowledge receipt o	of a copy of this page, which is Page 6 of 8 Pages.
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302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318	who □ is a single agent □ is a transaction broker □ has no brokerage relationship and who will be compensated □ Seller's Broker □ Seller ⋈ Buyer □ both parties pursuant to□ an MLS offer of compensation ⋈ other (specify) Buyer's Broker paid by Buyer pursuant to separate agreement (collectively referred to as "Broker'i) in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed whice inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer. 22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum this Contract): □ Arbitration □ Seller Warranty □ Existing Mortgage □ Section 1031 Exchange □ Coastal Construction Control Line □ Buyer's Attorney Approval □ Seller's Attorney Approval □ Seller Representations □ Seller Financing □ Other □ Seller's Attorney Approval	ch is o and er.
319	23. ADDITIONAL TERMS:	
320	The Closing Date is that date thirty (30) days from expiration of the Due Diligence Period.	
321	The Buyer has designated Putnam & Creighton, P.A., as Escrow Agent and Closing Agent.	
322	This Contract is contingent upon Buyer's receipt of approval of the CRA Board and the City Commission of	
323	the City of Lakeland, which shall be sought within the Due Diligence Period.	
324	The Property shall be delivered vacant and broom clean at the Closing.	
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330 331 332 333 334 335 336 337 338 339 340 341	THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTH ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS A GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AN FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.	ER AND

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: 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, or the Syrian Arab Republic. It is a crime to buy or knowingly sell property in violation of the Act.

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Signature of Buyer	Date:	
Lakeland Community Redevelopment Agency	Tax ID No.:	
Typed or Printed Name of Buyer)		
Fitle:	Telephone:	
	Date:	
Signature of Buyer		
	Tax ID No.:	
Typed or Printed Name of Buyer)		
Title:	Telephone:	
Buyer's Address for purpose of notice		
Facsimile:		
	Date:	
Signature of Seller)	60 000 5122	
LFI Fort Pierce, Inc.	Tax ID No.: 59-2975627	
Typed or Printed Name of Seller)		
Title: William W. Ethnan, PLESISENT	Telephone:	
Who de	Date:/1/35/23	
Signature of Seller)		
T	Tax ID No.:	
Typed or Printed Name of Seller)		
Title:	Telephone:	
Seller's Address for purpose of notice:		
acsimile:	Email:	
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) and **Seller** ($\bigcup^{\mathcal{L}}$) (____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages. Buyer (

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Staff Memo

To: CRA Advisory Board

From: Valerie Ferrell, CRA Manager

Date: December 7, 2023

Re: 2023 FRA Conference Recap

I. Florida Redevelopment Association Best Book & Awards Program

The Florida Redevelopment Association Awards program recognizes the best in redevelopment in Florida. Within 13 juried categories, the Roy F. Kenzie Awards celebrate the most innovative and effective redevelopment programs in Florida. Winners demonstrate innovation and a positive impact on their communities and inspire other Florida communities. To view the FRA Best Book, visit the link here.

II. Community Placemaking Strategies

Mark Falzone, President of <u>Scenic America</u>, gave an empowering presentation to seek better quality for our communities, noting that all people deserve to live, work, and play in beautiful places. Scenic beauty improves our quality of life. Key takeaways:

- Any structure built for infinite replication will fail to provide the sense of place all communities need to thrive.
- Chains may not like to change from their formulaic buildings, but they will do whatever is necessary to be in an economically profitable location
- The character of your community is more important than some corporation's preferences
- It's always better to show national companies what you want, rather than just saying what you don't want.
 - III. Sessions

The conference included 17 sessions and 2 keynote speakers. Topics included:

- historic preservation
- public art
- affordable housing partnership examples
- brownfields and environmental redevelopment
- safe mobility
- public-private partnership examples
- community policing innovations
- legal topics in redevelopment

CRA staff and Board members that attended will provide highlights from these sessions and examples that could lead to implementation in any of the CRA districts. Staff will provide the <u>session presentations</u> on flash drive.