

LAKELAND CRA

COMMUNITY REDEVELOPMENT AGENCY

AGENDA

Community Redevelopment Area Advisory Board

Thursday, December 7, 2017 | 3:00 PM – 5:00 PM
City Commission Conference Room, City Hall

A. Housekeeping

B. Action Items

1. Old Business
 - 1.1 Meeting Minutes dated November 2, 2017 (Pg. 1-4)
 - 1.2 Financial Update (Pg. 5)
 - 1.3 Seventeen20 Update (Pg. 6-19)
 - 1.4 Lincoln Square Update (Pg. 20-23)
 - 1.5 Mass Market Parking Lots (Pg. 24-29)

2. New Business
 - 2.1 Arts & Entertainment (Pg. 30-32)
 - 2.2 D'Lucas Incentive Request – 1037 S. Florida Ave (Pg. 33-48)
 - 2.3 Midtown Affordable Housing Program (Pg. 49-63)

C. Discussion Items

D. Adjourn

NEXT REGULAR MEETING:

Thursday, January 4, 2017, 3:00 - 5:00 PM – City Commission Conference Room

Community Redevelopment Area Advisory Board
Meeting Minutes
Thursday, October 5, 2017
3:00 – 5:00 PM
City Commission Conference Room, City Hall

Attendance

Board Members: Cory Petcoff (Chair), Brian Goding, Pastor Edward Lake, Frank Lansford, Commissioner Jim Malless and Cliff Wiley, Dean Boring and Zelda Abram

Absent: Todd Baylis and Ben Mundy (Vice-Chair)

Staff: Nicole Travis (CRA Manager), Celeste Deardorff (Assistant Director), Shawn Sherrouse (Assistant City Manager), Alis Drumgo, Valerie Ferrell, D'Ariel Reed, Jonathan Rodriguez and Michael Smith

Guests: Julie Townsend, LDDA; Barry Friedman, Lakeland Now; Cynthia Haffey, Platform Art; Michael Blasco, Tampa Bay Food Trucks and Laura Helm, Haus 820

Packets

- Meeting Minutes dated October 5, 2017
- Memo – 114 East Parker Street – LOI
- Memo – 802 North Massachusetts Ave – LOI

Handouts

Housekeeping

Action Items – Old Business

Meeting Minutes dated September 7, 2017

Commissioner Jim Malless moved approval of the October 5, 2017 minutes. Pastor Edward Lake seconded the motion and it passed 7-0.

Framework Development Agreement Update

Nicole Travis provided an update on the Framework Development Agreement. Framework did not agree to obtaining design approval within the six-month due diligence period. Framework did agree to capping the purchase price of each unit at \$12,000 in an effort to incentivize more residential construction and tying the Tax Increment Financing (TIF) to completion of the project in three years. The City Commission approved the agreement with a 7-0 vote.

The second notice of disposition has been advertised so the contract will be signed on November 21, 2017.

Lincoln Square Update

Nicole Travis provided an update on the Lincoln Square Development project. The site work is 70 percent complete. Alis Drumgo met with the parents at Lincoln Academy's PTA meeting regarding the proposed road closure caused by the site work. The School and the surrounding neighbors received two weeks' notice of the road closures as well as door hanger reminders.

Nicole referenced two incoming change orders concerning the undergrounding of utilities that are being addressed.

At the direction of the Board, staff worked with Nujak to value engineer the construction of the homes. Alis stated the proposed changes could decrease the cost from \$200,789 to \$162,000 per house. The areas considered for value engineering were lighting package, garage door, ceiling height, flooring, windows, and the front porch grading.

Staff will draft a contract to take to the City Commission Meeting on December 4, 2017.

Staff will provide an update at next month's meeting.

Action Items – New Business

Letter of Intent – 114 East Parker Street

Alis Drumgo explained that the property which was previously utilized as a retail store for Lighthouse Ministries was purchased by the CRA in 2016 for \$150,000. Staff received Letters of Intent from both Wish Rental and Platform Art.

Wish Rental, owned by Lisa Malott, specializes in prop styling for commercial and editorial media. She also operates an event, furniture and décor rental business. She would like to relocate in March 2018 and is willing to furnish the space and pay all utilities. She proposed paying rent up to \$1,000 per month. She is looking for a minimum of 5,000 square feet of open air-conditioned space for prop storage and processing, a kitchen that can be utilized for photography and filming and sufficient office space.

Platform Art, represented by Executive Director Cynthia Haffey, manages art exhibits and hosts numerous receptions and other public events. Ms. Haffey's intent is to host 50-75 events per year. She needs 2,500 square feet of event space allowing for 100-person occupancy, an office and a small kitchen space for catering. She is willing to pay a combination of rent and utilities not to exceed 1,000 per month.

Mr. Drumgo informed the Board that the deal with iNK Screen Printing fell through due to purchase and renovation costs.

Staff requested authorization to negotiate the terms of the investments for buildout, guidance from the Board on the lease terms and a determination on whether or not the Board is interested in moving forward.

Commissioner Malless expressed reservation about rental pricing with regard to the current market price of units with comparable square footage and renovation costs for two kitchens. He proposed separating the electricity bill from rental fees or requiring separate meters for both tenants.

Cory Petcoff arrived during this discussion.

Cliff Wiley proposed the following two leasing options: 1) lease the entire building to Wish Rental and allow Ms. Malott to sublet extra space to Platform Art. 2) Installing temporary partitions to separate the space as opposed to investing in permanently separating the structure and leasing to both tenants with the agreement that if one or the other chose to vacate, the lease would be terminated and a new agreement executed. If the two prospects are no longer interested, he proposed finding someone to lease with the option to purchase and the CRA forgiving the renovation cost.

In response to Mr. Petcoff, Cynthia Haffey explained that she would not be opposed to sharing the space. Mr. Petcoff also proposed letting the tenants manage the building and site renovations.

Mrs. Travis requested establishing a deadline for the renovations.

Cory Petcoff moved approval for the proposed tenants to work with staff to revise their proposal and return to staff within 60 days. Pastor Eddie Lake seconded the motion and it passed 8-0.

Letter of Intent – 802 North Massachusetts Avenue

Michael Smith presented a Letter of Intent submitted by Tampa Bay Food Trucks to operate their first outdoor Food Truck Park at 802 North Massachusetts Avenue. Tampa Bay Food Trucks was established in late 2011. On November 8, 2012, they hosted the first food truck event in Munn Park which has been successful ever since. Michael Blasco proposed using the existing building for beer and wine sales. Also proposed is an outdoor dog run area with additional seating. The hours of operation will be 12:00 noon to 10:00 pm, Tuesday through Sunday with flexibility to adjust the hours based on sales. There will be two to three trucks on low volume days and four to five trucks on high volume days. The number of trucks will also be adjusted based on customer demand and sales. Mr. Blasco requested the CRA be responsible for the addition of 200-amp electrical service or upgrade existing service to 300 amps for the trucks, providing power distribution to six locations on-site for the food truck parking areas, site lighting, upgrading the building's restroom to ADA compliance, build out of outdoor bar space and bar items, adding a roll down door for security purposes, façade improvement to mimic the aesthetic of Mass Market, minimal site landscaping with clean and simple materials that are low maintenance and pet friendly, commercial signage and fencing with lockable gates to secure grounds at night. The proposed lease terms are 12 months with a two-year option at \$500 per month for the initial 6 months and then \$1,000 per month for the remainder of the first year. He requested the increase in rent trigger additional investment in the property. Lessee will be responsible for utility bills including water, trash and electrical.

In response to Commissioner Jim Malless and Cory Petcoff, Michael Blasco stated that their current business model requires a 10 percent sales minimum for the food trucks. Therefore, as their revenue increases, the rent and minimum sales percentage required will increase on a sliding scale. Lakeland has proven to be the most excited market they've worked in, so the likelihood of reaching a 25% sales goal is very possible specifically with the addition of the dog park to aid in drawing the volume of customers needed.

In response to Cliff Wiley, Nicole Travis confirmed that Tampa Bay Food Trucks would be responsible for maintaining the proper permits, liquor licenses, insurance, etc. for compliance as regulated by the State of Florida.

In response to Zelda Abram, Mrs. Travis stated there would be no interference with the regular Food Truck Rally as the operating hours for this establishment are Tuesday through Sunday and the targeted consumer base would be the workforce located in the surrounding areas, particularly downtown and the medical district.

In response to Brian Goding, Mrs. Travis stated that a solution for the parking needs for the food truck park in conjunction with Mass Market during the hours of coinciding events will be discussed in a meeting between herself, Valerie Ferrell, Laura Helm and Lakeland Traffic Operations on November 6th, 2017. The CRA is also working with Joe Tedder to develop the vacant lot on Tennessee St. as an option.

Commissioner Jim Malless left during this discussion.

Dean Boring moved approval of staff's recommendation with a not to exceed amount of \$100,000. Brian Goding seconded the motion and it passed 7-0.

Discussion Items

Nicole Travis informed the Board that staff has been brainstorming about how to establish “third spaces” in the area to keep in line with the culture developing around Mass Market, as well as ideas regarding the existing programs and possible new programs for the Northwest community.

Adjourned at 4:13 PM

Next Meeting, Thursday, December 7, 2017, 3 PM, City Commission Conference Room.

Cory Petcoff, Chairman

Date

Downtown Fund



- Available
\$750,615
- Expenses
\$141,158
- Encumbrances
\$645,141

Dixieland Fund



- Available
\$645,180
- Expenses
\$2,828
- Encumbrances
\$84,481

Midtown Fund



- Available
\$2,831,232
- Expenses
\$1,041,099
- Encumbrances
\$6,385,767

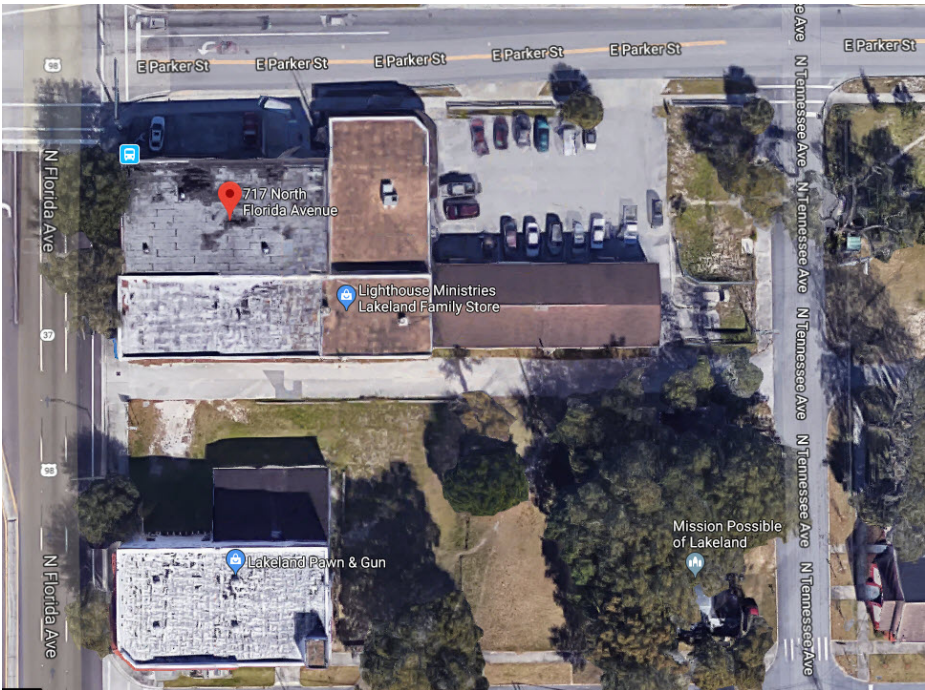


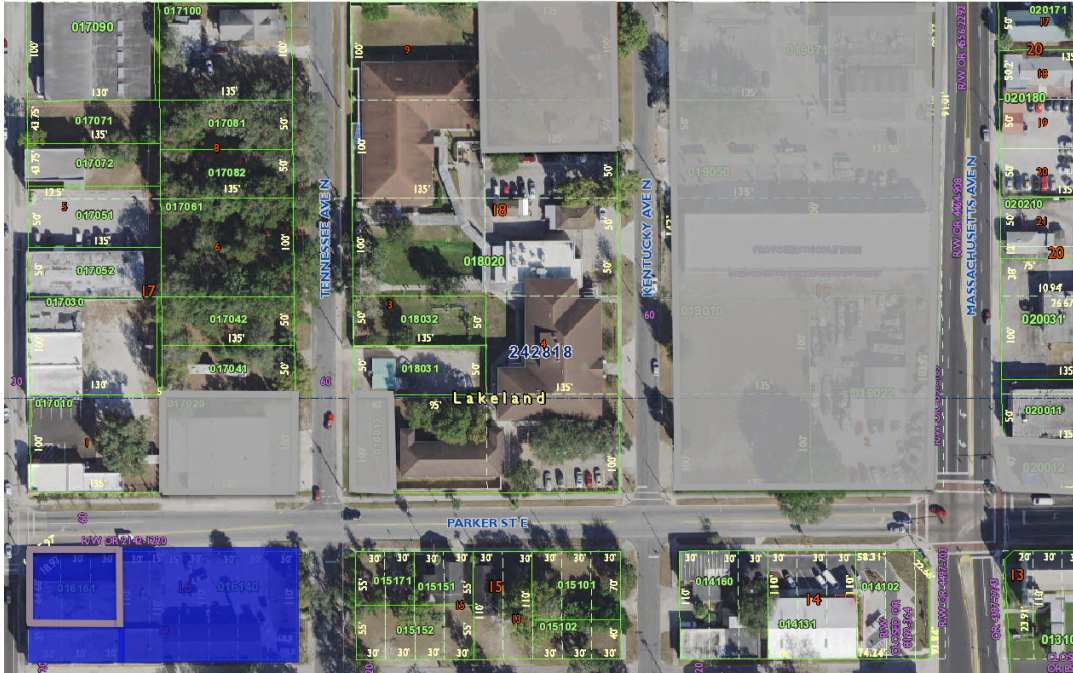
Memo

To: CRA Advisory Board
From: Alis Drumgo, CRA Project Manager
CC: Nicole Travis, CRA Manager
Date: December 4, 2017
Re: Seventeen20 Update

In September, the Board agreed to partner with Seventeen20 and tasked Staff with finding a location for Sarah & Jon Bucklew in the East Main District. After a failed attempt to acquire 905 E. Rose St, the Bucklews were consulted, and we found no buildings in the area meeting their needs. Additionally, the Bucklews expressed concern regarding the lack of CRA controlled properties and unwillingness of current property owners to invest in the area.

With that, Jon & Sarah see an opportunity to contribute to the revitalization of Midtown by bookending the Mass Market project and adding a destination along the Florida Ave. corridor. To accommodate the request, Staff sought a combination 717 N. Florida and 111 E. Parker which would provide enough operating space and redevelop two properties that pose challenges to CRA objectives in Midtown and overall goals of the Parker Street Target Area.





- 717 N. Florida Ave is assessed at \$350,000 and is listed for sale at \$500,000. Staff has offered \$220,000 provided an inspection and contingent upon Board approval
- 111 E. Parker St is assessed at approximately \$368,000 and is not listed for sale. Staff has offered to purchase the property for appraised value contingent upon Board approval.

Through consultation with Architects, Staff estimates redevelopment cost at approximately \$80-100 per square foot with a cost floor of 1.8million dollars. Given the CRA area investment, increased foot traffic and potential for the project to further the goals of the target area, Staff recommends we go forward with the purchase and develop the property over two fiscal cycles. The Board is asked to provide feedback

Real Estate Contract

FLORIDA ASSOCIATION OF REALTORS®

1* **1. PURCHASE AND SALE:** Lakeland Community Redevelopment Agency ("Buyer")

2* agrees to buy and P&R Holdings of Polk County LLC ("Seller")

3* agrees to sell the property described as: Street Address: 717 N Florida Avenue, Lakeland FL, 33801

4*

5* Legal Description: SCHIPMANS SURVEY DB G PB 360 361 BLK 16 LOTS 16 TO 18 N 75 FT LESS ADDL RD R/W

6* _____

7* and the following Personal Property: none

8* _____

9 (all collectively referred to as the "Property") on the terms and conditions set forth below. **The "Effective Date" of this Contract is**
10 **the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract.** Time periods of 5
11 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a
12 Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

13* **2. PURCHASE PRICE:** **\$ 220,000** _____

14* (a) Deposit held in escrow by: Putnam, Creighton, and Airth, PA \$ 1,000.00

15* (b) Additional deposit to be made \$ _____

16* (c) Total mortgages (as referenced in Paragraph 3) \$ _____

17* (d) Other: \$ _____

18* (e) Balance to close, subject to adjustments and prorations, to be made with cash, locally drawn \$ 219,000

19 certified or cashier's check or wire transfer.

20* **3. THIRD PARTY FINANCING:** Within _____ days from Effective Date ("Application Period"), Buyer will, at Buyer's expense, apply for

21* third party financing in the amount of \$ _____ or _____ % of the purchase price to be amortized over a period of _____

22* years and due in no less than _____ years and with a fixed interest rate not to exceed F _____ % per year or variable interest rate not

23* to exceed F _____ % at origination with a lifetime cap not to exceed _____ % from initial rate, with additional terms as follows: _____

24* _____

25 ~~Buyer will pay for the mortgage title insurance policy and for all loan expenses. Buyer will timely provide any and all credit,~~

26 ~~employment, financial and other information reasonably required by any lender. Buyer will notify Seller immediately upon obtaining~~

27* ~~financing or being rejected by a lender. If Buyer, after diligent effort, fails to obtain a written commitment within _____ days from~~

28 ~~Effective Date ("Financing Period"), Buyer may cancel the Contract by giving prompt notice to Seller and Buyer's deposit(s) will be~~

29 ~~returned to Buyer in accordance with Paragraph 9.~~

30* Buyer CMPT (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is page 1 of 5 Pages.

31* **4. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty deed
32* other _____, free of liens, easements and encumbrances of record or known to **Seller**,
33 but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any
34* other matters to which title will be subject) _____
35* _____

36* provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as
37* _____
_____ allowed by zoning _____

38* **(a) Evidence of Title:** **BUYER** will, at (check one) **Seller's** **Buyer's** expense and within 15 days from Effective Date
39* prior to Closing Date from date **Buyer** meets or waives financing contingency in Paragraph 3, deliver to **Buyer** (check one)
40* a title insurance commitment by a Florida licensed title insurer and, upon **Buyer** recording the deed, an owner's policy in
41 the amount of the purchase price for fee simple title subject only to exceptions stated above.
42* an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
43 However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as
44 a base for reissuance of coverage. The prior policy will include copies of all policy exceptions and an update in a format
45 acceptable to **Buyer** from the policy effective date and certified to **Buyer or Buyer's** closing agent together with copies of all
46 documents recited in the prior policy and in the update.

47 **(b) Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title
48 defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper
49* written notice and **Seller** cures the defects within 15 days from receipt of the notice ("Curative Period"). If the defects are
50 cured within the Curative Period, closing will occur within 10 days from receipt by **Buyer** of notice of such curing. **Seller** may
51 elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are
52 not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to
53 elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in
54 purchase price. The party who pays for the evidence of title will also pay related title service fees including title and abstract
55 charges and title examination.

56 **(c) Survey:** (check applicable provisions below)

57* **Seller** will, within 10 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and
58* engineering documents, if any, and the following documents relevant to this transaction: any and all environmental reports
59* _____, prepared for **Seller** or in
60 **Seller's** possession, which show all currently existing structures.

61* **Buyer** may, at **Seller's** **Buyer's** expense and within the time period allowed to deliver and examine title evidence,
62 obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the
63* Property or that the improvements encroach on the lands of another, **Buyer** will accept the Property with existing
64* encroachments such encroachments will constitute a title defect to be cured within the Curative Period.

65 **(d) Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

66 **(e) Possession:** **Seller** will deliver possession and keys for all locks and alarms to **Buyer** at closing.

67* **5. CLOSING DATE AND PROCEDURE:** This transaction will be closed in _____ Polk _____ County, Florida on
68* or before the _____ or within 90 days from Effective Date ("Closing Date"), unless otherwise extended
69* herein. **Seller** **Buyer** will designate the closing agent. **Buyer** and **Seller** will, within 30 days from Effective Date, deliver to
70 Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender
71 requirements as to place, time of day, and closing procedures will control over any contrary provisions in this Contract.

72 **(a) Costs:** **Buyer** will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed.
73 **Buyer** will pay taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge
74 any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

75 **(b) Documents:** **Seller** will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll,
76 tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of
77 the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, **Seller** will certify that information
78 regarding the tenant's lease is correct. If **Seller** is a corporation, **Seller** will deliver a resolution of its Board of Directors
79 authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth
80 facts showing the conveyance conforms with the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer**
81 will provide the closing statement, mortgages and notes, security agreements and financing statements.

82* **Buyer** MBT (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is page 2 of 5 Pages.

83* **(c) Taxes, Assessments, and Prorations:** The following items will be made current and prorated as of Closing Date
84* as of _____ real estate taxes, bond and assessment payments assumed by **Buyer**, interest,
85* rents, association dues, insurance premiums acceptable to **Buyer**, operational expenses and _____
86 If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be used with due
87 allowance being made for improvements and exemptions. **Seller** is aware of the following assessments affecting or potentially
88* affecting the Property: _____

89 **Buyer** will be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the
90 improvement is substantially completed as of Closing Date, in which case **Seller** will be obligated to pay the entire assessment.

91 **(d) FIRPTA Tax Withholding:** The Foreign Investment in Real Property Act ("FIRPTA") requires **Buyer** to withhold at closing a
92 portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if **Seller** is a "foreign person" as defined
93 by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing,
94 appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required
95 and **Buyer** does not have cash sufficient at closing to meet the withholding requirement, **Seller** will provide the necessary funds
96 and **Buyer** will provide proof to **Seller** that such funds were properly remitted to the I.R.S.

97* **6. ESCROW:** **Buyer** and **Seller** authorize The Law Office of: Putnam, Creighton, and Airth, P.A.

98* Telephone: 863-682-1178 Facsimile: 863-683-3700 Address: 500 South Florida Avenue

99* Suite 300, Lakeland, FL 33801 _____ to act as "Escrow Agent"

100* to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow
101* Agent will deposit all funds received in a non-interest bearing escrow account an interest bearing escrow account with
102* interest accruing to _____ with interest disbursed (check one) at closing
103 at _____ intervals. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow
104 Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually
105 agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the
106 escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon
107 notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for items
108 previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with applicable provisions of Chapter
109 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or
110 interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with
111 such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor
112 of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for misdelivery to **Buyer** or **Seller** of
113 **escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.**

114 **7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary
115 wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties
116 other than marketability of title. By accepting the Property "as is," **Buyer** waives all claims against **Seller** for any defects in the
117 property. (Check (a) or (b))

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

119* **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 45 days from Effective Date ("Due Diligence Period"),
120 determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of
121 the Property as specified in Paragraph 4. During the Due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and
122 investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering,
123 architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision
124 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional
125 growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with
126 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems
127 appropriate to determine the suitability of the Property for **Buyer's** intended use and development. **Buyer** shall deliver written notice
128 to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable.
129 **Buyer's** failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition.
130 **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence
131 Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the
132 Property and conduct Inspections at their own risk. **Buyer** shall indemnify and hold **Seller** harmless from losses, damages, costs,
133 claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of
134 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
135 being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** shall
136 repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of
137 the Inspections, and (2) **Buyer** shall, at **Buyer's** expense, release to **Seller** all reports and other work generated as a result of the
138 Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit shall be
139 immediately returned to **Buyer** and the Contract terminated.

140* **Buyer** WJBT (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is page 3 of 5 Pages.

141 (c) **Walk-through Inspection:** Buyer may, on the day prior to closing or any other time mutually agreeable to the parties,
142 conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all
143 Property is on the premises.

144 (d) **Disclosures:**

145 1. **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient
146 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state
147 guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained
148 from your county public health unit.

149 2. **Energy Efficiency:** Buyer may have determined the energy efficiency rating of the building, if any is located on the Real
150 Property.

151 8. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any business
152 conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the
153 Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or
154* Buyer's intended use of the Property will be permitted only with Buyer's consent without Buyer's consent.

155 9. **RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and
156 Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in
157 accordance with applicable Florida laws and regulations.

158 10. **DEFAULT:**

159 (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
160 marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific performance. If
161 Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.

162 (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)
163 paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in
164 full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Seller retains the
165 deposit, Seller will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all forfeited deposits retained
166 by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee.

167 11. **ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing party,
168 which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs and
169 expenses.

170 12. **BROKERS:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed
171 real estate Broker other than:

172* (a) **Listing Broker:** Ben Burke
173* who is an agent of _____ a transaction broker a non-representative
174* and who will be compensated by Seller Buyer both parties pursuant to a listing agreement other (specify) _____

175* _____
176* _____
177* _____

178* (b) **Cooperating Broker:** none
179* who is an agent of _____ a transaction broker a non-representative
180* and who will be compensated by Buyer Seller both parties pursuant to an MLS or other offer of compensation to a
181* cooperating broker other (specify) _____

182* _____
183* _____
184* _____

185 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries,
186 introductions, consultations and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker
187 harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and
188 from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2)
189 enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Buyer or
190 Seller, which duty is beyond the scope of services regulated by Chapter 475, F.S., as amended, or (4) recommendations of or services
191 provided and expenses incurred by any third party whom Broker refers, recommends or retains for or on behalf of Buyer or Seller.

192* 13. **ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise is not assignable
193* is assignable. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller
194 and their heirs, personal representatives, successors and assigns (if assignment is permitted).

195* Buyer ULBT (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is page 4 of 5 Pages.

196 **14. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

- 197* Arbitration Seller Warranty Existing Mortgage
- 198* Section 1031 Exchange Coastal Construction Control Line Other See Addendum 1
- 199* Property Inspection and Repair Flood Area Hazard Zone Other _____
- 200* Seller Representations Seller Financing Other _____

201 **15. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of
202 this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents
203 referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for
204 all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail
205 over preprinted terms, If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue
206 to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records. Delivery of any
207 written notice to any party's agent will be deemed delivery to that party.

208 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY**
209 **PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE**
210 **IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE,**
211 **INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF**
212 **TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND**
213 **OTHER SPECIALIZED ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
214 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC**
215 **RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY**
216 **SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY**
217 **CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

218* **DEPOSIT RECEIPT:** Deposit of \$ _____ by _____ check other _____ received on
219* _____, 20 _____ by _____
220 _____
Signature of Escrow Agent

221 **OFFER:** **Buyer** offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by **Seller** and a
222* signed copy delivered to **Buyer** or **Buyer's** agent no later than 5 a.m. p.m. on December 1, 2017
223 **Buyer** may revoke this offer and receive a refund of all deposits.

224* Date: 11/28/17 **BUYER:** *Michael B. Travis* Tax ID No: _____
225 Title: CRA Manager Telephone: _____ Facsimile: _____
226* Address: _____

227* Date: _____ **BUYER:** _____ Tax ID No: _____
228 Title: _____ Telephone: _____ Facsimile: _____
229* Address: _____

230* **ACCEPTANCE:** **Seller** accepts **Buyer's** offer and agrees to sell the Property on the above terms and conditions (subject to the
231 attached counter offer).

224* Date: _____ **SELLER:** _____ Tax ID No: _____
225 Title: _____ Telephone: _____ Facsimile: _____
226* Address: _____
227* Date: _____ **SELLER:** _____ Tax ID No: _____
228 Title: _____ Telephone: _____ Facsimile: _____
229* Address: _____

238* **Buyer** *UBT* (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is page 5 of 5 Pages.

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ADDENDUM 1

To the Contract between

LAKELAND COMMUNITY REDEVELOPMENT AGENCY (Buyer)

And

P&R HOLDINGS OF POLK COUNTY, LLC (Seller)

Buyer and Seller make the following terms and conditions part of the Contract.

1. This Contract is contingent upon approval of the Community Redevelopment Agency Advisory Board.

SELLER

P&R HOLDINGS OF POLK COUNTY, LLC

By: _____

BUYER

LAKELAND COMMUNITY REDEVELOPMENT AGENCY

By: 
Nicole Travis, CRA Manager
CRA Manager

31* **4. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty deed
32* other _____, free of liens, easements and encumbrances of record or known to **Seller**,
33 but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any
34* other matters to which title will be subject) _____
35* _____

36* provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as
37* _____ allowed by zoning _____

38* **(a) Evidence of Title:** **BUYER** will, at (check one) **Seller's** **Buyer's** expense and within 15 days from Effective Date
39* prior to Closing Date from date **Buyer** meets or waives financing contingency in Paragraph 3, deliver to **Buyer** (check one)
40* a title insurance commitment by a Florida licensed title insurer and, upon **Buyer** recording the deed, an owner's policy in
41* the amount of the purchase price for fee simple title subject only to exceptions stated above.
42* an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
43* However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as
44* a base for reissuance of coverage. The prior policy will include copies of all policy exceptions and an update in a format
45* acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all
46* documents recited in the prior policy and in the update.

47* **(b) Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title
48* defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper
49* written notice and **Seller** cures the defects within 15 days from receipt of the notice ("Curative Period"). If the defects are
50* cured within the Curative Period, closing will occur within 10 days from receipt by **Buyer** of notice of such curing. **Seller** may
51* elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are
52* not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to
53* elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in
54* purchase price. The party who pays for the evidence of title will also pay related title service fees including title and abstract
55* charges and title examination.

56* **(c) Survey:** (check applicable provisions below)
57* **Seller** will, within 10 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and
58* engineering documents, if any, and the following documents relevant to this transaction: any and all environmental reports
59* _____, prepared for **Seller** or in
60* **Seller's** possession, which show all currently existing structures.
61* **Buyer** may, at **Seller's** **Buyer's** expense and within the time period allowed to deliver and examine title evidence,
62* obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the
63* Property or that the improvements encroach on the lands of another, **Buyer** will accept the Property with existing
64* encroachments such encroachments will constitute a title defect to be cured within the Curative Period.

65* **(d) Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

66* **(e) Possession:** **Seller** will deliver possession and keys for all locks and alarms to **Buyer** at closing.

67* **5. CLOSING DATE AND PROCEDURE:** This transaction will be closed in _____ Polk _____ County, Florida on
68* or before the _____ or within 90 days from Effective Date ("Closing Date"), unless otherwise extended
69* herein. **Seller** **Buyer** will designate the closing agent. **Buyer** and **Seller** will, within 30 days from Effective Date, deliver to
70* Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender
71* requirements as to place, time of day, and closing procedures will control over any contrary provisions in this Contract.

72* **(a) Costs:** **Buyer** will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed.
73* **Buyer** will pay taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge
74* any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

75* **(b) Documents:** **Seller** will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll,
76* tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of
77* the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, **Seller** will certify that information
78* regarding the tenant's lease is correct. If **Seller** is a corporation, **Seller** will deliver a resolution of its Board of Directors
79* authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth
80* facts showing the conveyance conforms with the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer**
81* will provide the closing statement, mortgages and notes, security agreements and financing statements.

82* **Buyer** UNBT (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is page 2 of 5 Pages.

83* (c) **Taxes, Assessments, and Prorations:** The following items will be made current and prorated as of Closing Date
84* as of _____ real estate taxes, bond and assessment payments assumed by **Buyer**, interest,
85* rents, association dues, insurance premiums acceptable to **Buyer**, operational expenses and _____
86 If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be used with due
87 allowance being made for improvements and exemptions. **Seller** is aware of the following assessments affecting or potentially
88* affecting the Property: _____
89 **Buyer** will be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the
90 improvement is substantially completed as of Closing Date, in which case **Seller** will be obligated to pay the entire assessment.
91 (d) **FIRPTA Tax Withholding:** The Foreign Investment in Real Property Act ("FIRPTA") requires **Buyer** to withhold at closing a
92 portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if **Seller** is a "foreign person" as defined
93 by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing,
94 appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required
95 and **Buyer** does not have cash sufficient at closing to meet the withholding requirement, **Seller** will provide the necessary funds
96 and **Buyer** will provide proof to **Seller** that such funds were properly remitted to the I.R.S.

97* **6. ESCROW:** **Buyer** and **Seller** authorize The Law Office of Putnam, Creighton, and Airth, P.A.
98* Telephone: 863-682-1178 Facsimile: 863-683-3700 Address: 500 South Florida Avenue
99* Suite 300, Lakeland, FL 33801 to act as "Escrow Agent"
100* to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow
101* Agent will deposit all funds received in a non-interest bearing escrow account an interest bearing escrow account with
102* interest accruing to _____ with interest disbursed (check one) at closing
103 at _____ intervals. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow
104 Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually
105 agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the
106 escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon
107 notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for items
108 previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with applicable provisions of Chapter
109 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or
110 interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with
111 such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor
112 of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for misdelivery to **Buyer** or **Seller** of
113 **escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.**

114 **7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary
115 wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties
116 other than marketability of title. By accepting the Property "as is," **Buyer** waives all claims against **Seller** for any defects in the
117 property. (Check (a) or (b))
118* (a) **As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.
119* (b) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 45 days from Effective Date ("Due Diligence Period"),
120 determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of
121 the Property as specified in Paragraph 4. During the Due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and
122 investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering,
123 architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision
124 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional
125 growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with
126 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems
127 appropriate to determine the suitability of the Property for **Buyer's** intended use and development, **Buyer** shall deliver written notice
128 to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable.
129 **Buyer's** failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition.
130 **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence
131 Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the
132 Property and conduct Inspections at their own risk. **Buyer** shall indemnify and hold **Seller** harmless from losses, damages, costs,
133 claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of
134 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
135 being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** shall
136 repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of
137 the Inspections, and (2) **Buyer** shall, at **Buyer's** expense, release to **Seller** all reports and other work generated as a result of the
138 Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit shall be
139 immediately returned to **Buyer** and the Contract terminated.

140* **Buyer** (LUBT) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is page 3 of 5 Pages.

141 (c) **Walk-through Inspection:** Buyer may, on the day prior to closing or any other time mutually agreeable to the parties,
142 conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all
143 Property is on the premises.

144 (d) **Disclosures:**

145 1. **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient
146 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state
147 guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained
148 from your county public health unit.

149 2. **Energy Efficiency:** Buyer may have determined the energy efficiency rating of the building, if any is located on the Real
150 Property.

151 8. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any business
152 conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the
153 Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or
154* Buyer's intended use of the Property will be permitted only with Buyer's consent without Buyer's consent.

155 9. **RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and
156 Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in
157 accordance with applicable Florida laws and regulations.

158 10. **DEFAULT:**

159 (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
160 marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific performance. If
161 ~~Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.~~

162 (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)
163 paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in
164 full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. ~~If Seller retains the~~
165 ~~deposit, Seller will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all forfeited deposits retained~~
166 ~~by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee.~~

167 11. **ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing party,
168 which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs and
169 expenses.

170 12. **BROKERS:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed
171 real estate Broker other than:

172* (a) **Listing Broker:** Alex Delannoy
173* who is x an agent of KW Commercial Lakeland a transaction broker a non-representative
174* and who will be compensated by Seller Buyer both parties pursuant to a listing agreement other (specify) _____

175* _____
176* _____
177* _____

178* (b) **Cooperating Broker:** none
179* who is an agent of _____ a transaction broker a non-representative
180* and who will be compensated by Buyer Seller both parties pursuant to an MLS or other offer of compensation to a
181* cooperating broker other (specify) _____

182* _____
183* _____
184* _____

185 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries,
186 introductions, consultations and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker
187 harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and
188 from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2)
189 enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Buyer or
190 Seller, which duty is beyond the scope of services regulated by Chapter 475, F.S., as amended, or (4) recommendations of or services
191 provided and expenses incurred by any third party whom Broker refers, recommends or retains for or on behalf of Buyer or Seller.

192* 13. **ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise is not assignable
193* is assignable. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller
194 and their heirs, personal representatives, successors and assigns (if assignment is permitted).

195* Buyer MBT (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is page 4 of 5 Pages.

196 **14. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

- 197* Arbitration Seller Warranty Existing Mortgage
- 198* Section 1031 Exchange Coastal Construction Control Line Other See Addendum 1
- 199* Property Inspection and Repair Flood Area Hazard Zone Other _____
- 200* Seller Representations Seller Financing Other _____

201 **15. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of
202 this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents
203 referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for
204 all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail
205 over preprinted terms, If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue
206 to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records. Delivery of any
207 written notice to any party's agent will be deemed delivery to that party.

208 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY**
209 **PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE**
210 **IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE,**
211 **INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF**
212 **TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND**
213 **OTHER SPECIALIZED ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
214 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC**
215 **RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY**
216 **SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY**
217 **CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

218* **DEPOSIT RECEIPT:** Deposit of \$ _____ by _____ check other _____ received on
219* _____, 20 _____ by _____
220 _____
Signature of Escrow Agent

221 **OFFER:** **Buyer** offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by **Seller** and a
222* signed copy delivered to **Buyer** or **Buyer's** agent no later than 5 a.m. p.m. on December 1, 2017
223 **Buyer** may revoke this offer and receive a refund of all deposits.

224* Date: 11/28/17 **BUYER:** *Yusef B. Harris* Tax ID No: _____
225 Title: CRA Manager Telephone: _____ Facsimile: _____
226* Address: _____

227* Date: _____ **BUYER:** _____ Tax ID No: _____
228 Title: _____ Telephone: _____ Facsimile: _____
229* Address: _____

230* **ACCEPTANCE:** **Seller** accepts **Buyer's** offer and agrees to sell the Property on the above terms and conditions (subject to the
231 attached counter offer).

224* Date: _____ **SELLER:** _____ Tax ID No: _____
225 Title: _____ Telephone: _____ Facsimile: _____
226* Address: _____
227* Date: _____ **SELLER:** _____ Tax ID No: _____

228 Title: _____ Telephone: _____ Facsimile: _____
229* Address: _____

238* **Buyer** *Yusef B. Harris* (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is page 5 of 5 Pages.

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ADDENDUM 1

To the Contract between

LAKELAND COMMUNITY REDEVELOPMENT AGENCY (Buyer)

And

HERBERT HAMIC AND APRIL HAMIC (Seller)

Buyer and Seller make the following terms and conditions part of the Contract:

1. Buyer will engage a State of Florida Certified Appraiser to perform an "as is" Market Appraisal of the Property. The value established by the Appraisal will be the purchase price of the Property.
2. This Contract is contingent upon approval of the Community Redevelopment Agency Advisory Board.

SELLER

HERBERT HAMIC AND APRIL HAMIC

By: _____

BUYER

LAKELAND COMMUNITY REDEVELOPMENT AGENCY

By: 

Nicole Travis, CRA Manager
CRA Manager



COMMUNITY
REDEVELOPMENT
AGENCY

Memo

To: CRA Advisory Board
From: Alis Drumgo, CRA Project Manager
CC: Nicole Travis, CRA Manager
Date: December 4, 2017
Re: Lincoln Square Update

On Dec 4th, the City Commission approved the CRA/Nujak (Contractor) contract for **\$4,532,140** to construct the Lincoln Square homes. The Board approved phase I construction and tasked Staff with value engineering the project for cost reduction. Staff, KCMH Associates Architects (Architect), and the Contractor evaluated the materials and design and observed several potential points for cost savings with each model (see attached). Due to potential degradation in product and discussion with the Architect, Staff elected to decline options that would devalue the quality of the homes. Cost savings are estimated at \$51,781 across all phases of construction.

Grade-A-Way is 80% complete with site work and infrastructure, and the project is two months ahead of schedule. It is estimated that all lots will be finalized and turned over to the CRA to begin vertical construction by mid to late January. With all homes under contract and deposits on hand, Staff recommends the Board commit to all phases of construction to prevent any construction delays for the Contractor.





CITY OF LAKELAND CRA 21 HOMES

Value Engineering Clarification

REVISED 12/1/2017

VALUE ENGINEERING		ACCEPT / DECLINE	COL REPRESENTATIVE
Model A			
1	Monolithic slab foundation in lieu of stem wal RECOMMENDATION: ACCEPT. Install monolithic slab and foundations in lieu of CMU stem wall. SLAB-ON-GRADE CONSTRUCTION WILL NOT MAINTAIN 21" ABOVE GRADE REQUIREMENT	Decline	
2	CMU exterior walls in lieu of wood frame RECOMMENDATION: ACCEPT.	Decline	
3	Stucco in lieu of hardi siding and brick veneer (brick veneer at columns remain RECOMMENDATION: ACCEPT.	Decline	
4	Alternate light fixture package RECOMMENDATION: ACCEPT. See attached alternate fixture specifications. REVISED PER NOTES	Accepted	
5	Alternate LVT flooring RECOMMENDATION: ACCEPT. Mohawk Forest Cove 12mil. PROVIDING THICKNESS AS SPECIFIED PER NOTES ELIMINATES PRICE REDUCTION	Decline	
6	Alternate Window Manufacturer RECOMMENDATION: ACCEPT. M/I in lieu of PGT. SPECIFICATIONS ATTACHED	Accepted	
7	Alternate Garage Door RECOMMENDATION: ACCEPT. Traditional Un-insulated steel door. Similar look	Accepted	
8	Lower exterior wall height RECOMMENDATION: ACCEPT. Lower wall height from 10' to 8'	Decline	
TOTAL ACCEPTED		(2,516.00)	
Model B			
1	Monolithic slab foundation in lieu of stem wal RECOMMENDATION: ACCEPT. Install monolithic slab and foundations in lieu of CMU stem wall. SLAB-ON-GRADE CONSTRUCTION WILL NOT MAINTAIN 21" ABOVE GRADE REQUIREMENT	Decline	
2	CMU exterior walls in lieu of wood frame RECOMMENDATION: ACCEPT.	Decline	
3	Stucco in lieu of hardi siding and brick veneer (brick veneer at columns remain RECOMMENDATION: ACCEPT.	Decline	
4	Alternate light fixture package RECOMMENDATION: ACCEPT. See attached alternate fixture specifications. REVISED PER NOTES	Accepted	
5	Alternate LVT flooring RECOMMENDATION: ACCEPT. Mohawk Forest Cove 12mil. PROVIDING THICKNESS AS SPECIFIED PER NOTES ELIMINATES PRICE REDUCTION	Decline	
6	Alternate Window Manufacturer RECOMMENDATION: ACCEPT. M/I in lieu of PGT. SPECIFICATIONS ATTACHED	Accepted	
7	Alternate Garage Door RECOMMENDATION: ACCEPT. Traditional Un-insulated steel door. Similar look	Accepted	
8	Lower exterior wall height RECOMMENDATION: ACCEPT. Lower wall height from 10' to 8'	Decline	
TOTAL ACCEPTED		(2,516.00)	

Model C			
1	Monolithic slab foundation in lieu of stem wal	(1,832.00)	
	RECOMMENDATION: ACCEPT . Install monolithic slab and foundations in lieu of CMU stem wall. SLAB-ON-GRADE CONSTRUCTION WILL NOT MAINTAIN 21" ABOVE GRADE REQUIREMENT		Decline
2	CMU exterior walls in lieu of wood frame	(387.00)	
	RECOMMENDATION: ACCEPT.		Decline
3	Alternate light fixture package	(1,385.00)	
	RECOMMENDATION: ACCEPT. See attached alternate fixture specifications. REVISED PER NOTES		Accepted
4	Alternate LVT flooring	(2,981.00)	
	RECOMMENDATION: ACCEPT . Mohawk Forest Cove 12mil. PROVIDING THICKNESS AS SPECIGIED PER NOTES ELIMINATES PRICE REDUCTION		Decline
5	Alternate Window Manufacturer	(750.00)	
	RECOMMENDATION: ACCEPT . M/I in lieu of PGT. SPECIFICATIONS ATTACHED		Accepted
6	Alternate Garage Door	(300.00)	
	RECOMMENDATION: ACCEPT. Traditional Un-insulated steel door. Similar look		Accepted
7	Lower exterior wall height	(2,500.00)	
	RECOMMENDATION: ACCEPT. Lower wall height from 10' to 8'		Decline
TOTAL ACCEPTED		(2,435.00)	
Model D			
1	Monolithic slab foundation in lieu of stem wal	(1,824.00)	
	RECOMMENDATION: ACCEPT . Install monolithic slab and foundations in lieu of CMU stem wall. SLAB-ON-GRADE CONSTRUCTION WILL NOT MAINTAIN 21" ABOVE GRADE REQUIREMENT		Decline
2	CMU exterior walls in lieu of wood frame	(1,350.00)	
	RECOMMENDATION: ACCEPT.		Decline
3	Stucco in lieu of hardi siding and brick veneer (brick veneer at columns remain	(5,188.00)	
	RECOMMENDATION: ACCEPT .		Decline
4	Alternate light fixture package	(1,271.00)	
	RECOMMENDATION: ACCEPT. See attached alternate fixture specifications. REVISED PER NOTES		Accepted
5	Alternate LVT flooring	(2,493.00)	
	RECOMMENDATION: ACCEPT . Mohawk Forest Cove 12mil. PROVIDING THICKNESS AS SPECIGIED PER NOTES ELIMINATES PRICE REDUCTION		Decline
6	Alternate Window Manufacturer	(750.00)	
	RECOMMENDATION: ACCEPT . M/I in lieu of PGT. SPECIFICATIONS ATTACHED		Accepted
7	Lower exterior wall height	(2,500.00)	
	RECOMMENDATION: ACCEPT. Lower wall height from 10' to 8'		Decline
TOTAL ACCEPTED		(2,021.00)	
Phase 1 Total Cost Savings		(9,902.00)	





COMMUNITY
REDEVELOPMENT
AGENCY

Memo

To: CRA Advisory Board
From: Nicole Travis, CRA Manager
Date: December 4, 2017
Re: Parking Lots Kentucky Avenue for Mass Market/Polk County Tax Collector

Introduction

Polk County Tax Collector, Joe Tedder, approached the CRA and City of Lakeland in 2016 requesting assistance to provide additional parking of approximately 60 spaces for employees at his 916 N. Massachusetts Avenue facility which is across Plum Street the northern boundary of Mass Market. His request was specifically for a secure, paved parking lot with gated access. He proposed a lump sum payment to be determined in exchange for access to parking Mon-Fri 8 AM – 5 PM. The CRA agreed to research providing additional parking which could also be used by Mass Market on evenings and weekends. As part of the purchase agreement with the Salvation Army for their Massachusetts Avenue complex, the CRA had a Right of First Option to purchase a triple lot at 830 N. Kentucky (see site plan next page) which the Salvation Army had retained. The CRA reached out to the Salvation Army to see if they were ready to sell their Kentucky Avenue property and in late 2016 their Board of Directors voted to sell the property and offer it to the CRA for appraised value. The appraisal came in at \$52,500, and the CRA closed on the property in August of 2017. All buildings on the property were demolished as part of the purchase agreement during contract period at CRA expense (\$12,000). Also during this period, the City of Lakeland agreed to transfer ownership of the corner property which is contiguous to a third property already owned by the CRA. (see site plan next page) The three combined properties comprise 1.09 acre. Upon closing in August, the CRA engaged Kimley Horne to design, permit, and provide construction cost estimate for

a paved parking lot with gated access. (see attached site plan with 79 parking spaces and cost estimate for construction \$661,689.40).

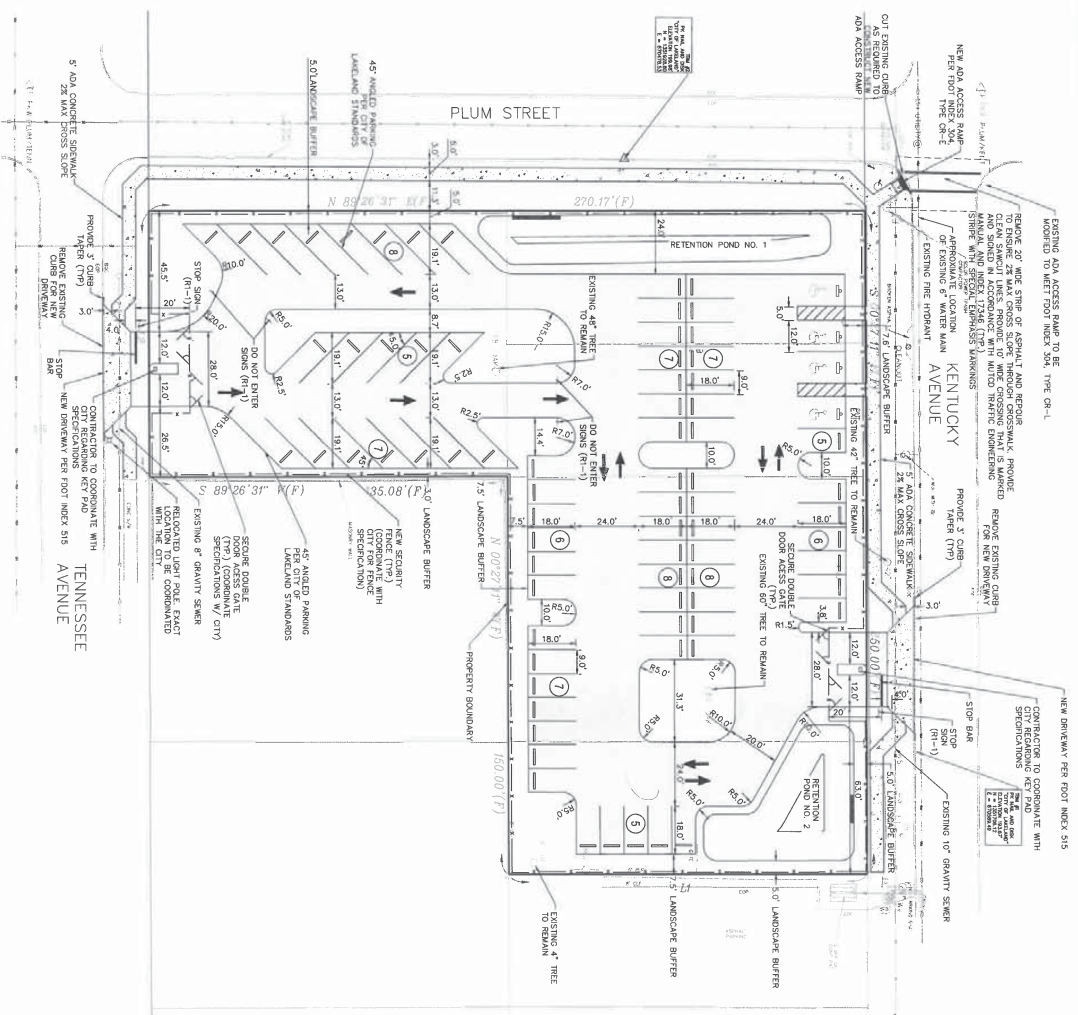


At the same time as we received the cost estimate from Kimley-Horn, the CRA was once again approached by Word Alive Ministries regarding the offering of their property at 0 Kentucky Avenue (see site plan below). This property was offered to the CRA in November of 2016 at a price of \$349,900 and the Advisory Board declined the offer to purchase. The current offering price presented to the CRA is \$200,000. This lot is currently paved which will significantly reduce the construction cost of a secured parking lot, and it is directly across Kentucky Avenue from the Tax Collector's office.



Staff Recommendation

Staff recommends that the CRA Advisory Board authorize Staff to enter into a purchase agreement for the Word Alive lot at a price not to exceed \$200,000 and undertake improvement to a secured parking lot at the Tax Collector’s expense in exchange for which the Tax Collector will have a long-term lease (the lease term will be determined by the cost of the improvement). The agreement with the Tax Collector would be negotiated during the due diligence period for the purchase contract. The CRA would then limit improvements on the lots directly across from Mass Market (830 N. Kentucky) to fencing and parking stops which is adequate for valet parking.



- GENERAL NOTES:**
1. ALL PARKING SPACES SHALL BE MARKED BY THE INTERNATIONAL LANDSCAPE SYMBOL AND EACH SPACE SHALL BE CONFORMANT WITH THE INTERNATIONAL SYMBOLS FOR ACCESSIBLE PARKING SPACES. THE SYMBOLS SHALL BE CONFORMANT WITH THE INTERNATIONAL SYMBOLS FOR ACCESSIBLE PARKING SPACES. THE SYMBOLS SHALL BE CONFORMANT WITH THE INTERNATIONAL SYMBOLS FOR ACCESSIBLE PARKING SPACES.
 2. ALL CONSTRUCTION SHALL CONFORM TO THE SPECIFICATIONS AND STANDARDS OF THE CITY OF LAKELAND.
 3. AS TO THE CONTRACTOR'S RESPONSIBILITY TO SECURE FILING WITH THE PLANNING AND REVISIONS DEPARTMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PLANNING AND REVISIONS DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PLANNING AND REVISIONS DEPARTMENT.
 4. CONSTRUCTION SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PLANNING AND REVISIONS DEPARTMENT.
 5. ALL EXISTING LOT DIMENSIONS ARE TO THE EDGE OF PAVEMENT AND/OR CENTER OF STRIPING.
 6. ALL EXISTING DIMENSIONS ARE TO THE FACE OF THE BUILDING.
 7. GRADING TO BE SHOWN AND NOT SHOWN BY THE PROJECT PROSPECT.
 8. PROVIDE THE CONTRACTOR TO BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL NEW AND EXISTING CURBS AND SIDEWALKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL NEW AND EXISTING CURBS AND SIDEWALKS.
 9. PROVIDE THE CONTRACTOR TO BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL NEW AND EXISTING CURBS AND SIDEWALKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL NEW AND EXISTING CURBS AND SIDEWALKS.
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 12. PROVIDE THE CONTRACTOR TO BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL NEW AND EXISTING CURBS AND SIDEWALKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL NEW AND EXISTING CURBS AND SIDEWALKS.
 13. ALL UTILITIES AND SERVICES SHALL BE SHOWN AND NOT SHOWN BY THE PROJECT PROSPECT.
 14. ALL UTILITIES AND SERVICES SHALL BE SHOWN AND NOT SHOWN BY THE PROJECT PROSPECT.
 15. ANY REMAINING WALLS (REMOVED OR CHASED) SHALL REQUIRE A SEPARATE STRUCTURAL DESIGN AND BUILDING PERMIT.
 16. EXISTING DIMENSIONS NOT SHOWN TO BE CONSIDERED AS APPROXIMATE DIMENSIONS.
 17. DIMENSIONS IF REQUIRED IS THE RESPONSIBILITY OF THE CONTRACTOR.
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- UTILITY NOTES:**
1. THE LOCATION OF THE EXISTING UTILITIES SHOWN IN THE PLAN AND ANY ADDITIONAL UTILITIES TO BE INSTALLED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PLANNING AND REVISIONS DEPARTMENT.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PLANNING AND REVISIONS DEPARTMENT.
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 25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PLANNING AND REVISIONS DEPARTMENT.

79

CITY OF LAKELAND PARKING LOT PREPARED FOR LAKELAND COMMUNITY REDEVELOPMENT AGENCY LAKELAND, FL	SITE AND UTILITY PLAN	KHA PROJECT 046194012	LICENSED PROFESSIONAL EUSA T. HARDEN, P.E.	Kimley-Horn 116 SOUTH KENTUCKY AVENUE, LAKELAND, FL 33801 PHONE: 888-755-2222 WWW.KIMLEY-HORN.COM CA 00000666		
		DATE: OCT 2017	F. LICENSE NUMBER 65710			
SHEET NUMBER C400	CHECKED BY:	DATE:	NO.	REVISIONS	DATE	BY

**Lakeland CRA
Parking Lot -**

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
C/O KIMLEY-HORN AND ASSOCIATES, INC.
116 SOUTH KENTUCKY AVE, LAKELAND, FL 33801

Engineers Project Number: 046194012

November 2017

Contractor's Proposal Form
DESCRIPTION

Item No.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
I. Earthwork and Demolition					
0110 1 1	Clearing and Grubbing	1	AC	\$11,616.00	\$11,616.00
	Demolition	1	LS	\$25,000.00	\$25,000.00
	Mass Grading	1	LS	\$35,000.00	\$35,000.00
0570 1 2	Sod	1,880	SY	\$2.60	\$4,888.00
	SUBTOTAL				\$76,504.00
II. Drainage System					
430174118	18" RCP	138	LF	\$59.40	\$8,197.20
430174115	15" RCP	48	LF	\$62.57	\$3,003.36
1050 42215	15" HDPE	10	LF	\$130.00	\$1,300.00
0436 1 1	Trench Drain	28	LF	\$233.00	\$6,524.00
0425 1521	Type 'C' Inlet	4	EA	\$3,572.00	\$14,288.00
0425 1561	Type 'F' Inlet	1	EA	\$3,941.00	\$3,941.00
0425 2 61	Manhole	1	EA	\$3,401.00	\$3,401.00
	Control Structures	2	EA	\$4,000.00	\$8,000.00
0425 1910	Concrete Flume	1	EA	\$4,890.00	\$4,890.00
	SUBTOTAL				\$53,544.56
III. Parking Lot, Driveway, and Sidewalk					
0334 1 11	2" SP 9.5 Asphalt Traffic Level A	357	TON	\$101.28	\$36,156.96
285 7	8" Base Crushed Concrete	3,350	SY	\$30.00	\$100,500.00
160 4	12" Type B Stabilization	3,485	SY	\$4.06	\$14,149.10
0522 1	Concrete Sidewalk (4")	345	SY	\$38.09	\$13,141.05
0522 2	Concrete Driveway (6")	135	SY	\$49.35	\$6,662.25
	Signage and Permanent Markings	1	LS	\$10,000.00	\$10,000.00
	Testing	1	LS	\$5,000.00	\$5,000.00
	SUBTOTAL				\$185,609.36
IV. Misc.					
	Mobilization	1	LS	\$15,000.00	\$5,000.00
	ADA HC Access Ramps	1	LS	\$4,500.00	\$4,500.00
	Wheel Stops	79	EA	\$60.00	\$4,740.00
0520 2 4	Type D Curb	250	LF	\$27.66	\$6,915.00
0550 10344	Fence*	1,140	LF	\$116.30	\$132,582.00
0550 60233	Gate*	4	EA	\$2,202.00	\$8,808.00
0104 10 3	Erosion Control (silt fence)	800	LF	\$1.43	\$1,144.00
0102 1	Maintenance of Traffic (20 days)	20	DA	\$482.73	\$9,654.60
	Removal of silt fence upon completion of project	700	LF	\$0.50	\$350.00
	Landscaping and Irrigation	1	LS	\$30,000.00	\$30,000.00
	Construction Stakeout/Surveying/As-Builts	1	LS	\$10,000.00	\$10,000.00
	SUBTOTAL				\$213,693.60

SUBTOTAL SUMMARY	
I. Earthwork and Demolition	\$76,504.00
II. Drainage System	\$53,544.56
III. Parking Lot, Driveway, and Sidewalk	\$185,609.36
IV. Misc.	\$213,693.60
TOTAL	\$529,351.52
TOTAL + 25% Contingency	\$661,689.40

Lakeland CRA
Parking Lot -

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
C/O KIMLEY-HORN AND ASSOCIATES, INC.
116 SOUTH KENTUCKY AVE, LAKELAND, FL 33801

Engineers Project Number: 046194012

November 2017

Contractor's Proposal Form
DESCRIPTION

QUANTITY UNITS UNIT PRICE TOTAL

Notes:

- 1)Costs taken from Bid Tabulations and FDOT historical costs.
- 2)Tree removal cost (not included) to be estimated by the City
- 3)Lighting Plan cost (not included) to be estimated by Lakeland Electric
- 4)*Fence and Gate costs will vary depending on the specifications selected by the City

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.



COMMUNITY
REDEVELOPMENT
AGENCY

Memo

To: CRA Advisory Board
From: Valerie Ferrell, CRA Project Manager
CC: Nicole Travis, CRA Manager
Date: December 4, 2017
Re: Arts and Entertainment in all CRA Districts

Lakeland is starting to emerge as a growing arts and culture hub, with the influence of creatives in Mass Market and other affiliates such as Lakeland Creative Makers Group, Artifact, Platform Art, Working Artist Studios, Art Centric, etc. Art includes all form of creative expression such as painting, sketches, dance and live theater, music, and food.



The vision of all those who love and support Lakeland is to see it grow, strengthen and thrive in economic health and vitality. The CRA was established to focus on areas that are disinvested, and provide resources to eliminate blight conditions. This is accomplished through a number of our programs such as down payment assistance, adaptive reuse and infill grants, design and façade improvements and residential fix-it-up programs. After much thought, brainstorming and discussion, the CRA still needs an edge in creating places that our investment can continue through efforts of private resources. To entice and bring more investment into the CRA districts, staff is proposing creation of an Arts and Entertainment grant program. This program would offer funding to agencies seeking to host a community event centered around some cultural experience. Other CRAs in the State of Florida offer a similar program, in an effort to build culture and define a brand that is unique to their community. Some of the benefits of these Arts and Entertainment programs include:

- Organic branding
- Business development and attraction
- Private investment into public spaces
- Thoughtful development and growth
- Strengthened infrastructure
- Making culture accessible
- Engaging all cultural organizations
- Break barriers (new v. old)

The benefits of adding such a program would meet the objectives defined in each CRA District's Redevelopment Plan:

- 1) Downtown
 - a) Essential Elements - Increased activity in evenings and weekends with regular and special events
 - b) Essential Elements - Improved coordination and enable efficient effective efforts to advance vision
 - c) Framework Theme – Marketing and recruitment campaign that promotes area for investment
- 2) Dixieland
 - a) Redevelopment Policy - Goal III Encourage reuse of properties...at their highest potential economic use
 - b) Economic Development -Goal 1 – maintain historic character of Dixieland while promoting economic vitality – marketing and promotion
- 3) Midtown
 - a) Action Plan Item 2. Define, Design and Strengthen the distinct mixed-use activity centers



In order to make best use of funds from the CRA, staff is recommending issuing a Request for Proposals to find a consultant who is able to analyze the cultural needs and define a brand identity for what is become an Arts and Entertainment district. Once these are defined, the consultant would offer suggestions for program funding elements and how to implement public art projects and define cultural hubs in the Lakeland community.

Deliverables would include a comprehensive plan that includes a brand identity, current cultural assets and needs, proposed cultural hubs, public art projects guidelines that satisfy all federal, state, local regulations and a final list of recommended programs or events to be facilitated by CRA staff.



Memo

To: CRA Advisory Board
From: Valerie Ferrell, CRA Project Manager
CC: Nicole Travis, CRA Manager
Date: December 4, 2017
Re: D'Lucas

Marcos Fernandez, Executive Chef and owner of Nineteen61, is looking to expand his culinary reach to another location at 1037 Dixieland Mall Lane (formerly Crane's Crossing) behind the Dixieland Mall. This location will be a commissary/bakery with to-go items and an outdoor seating area. The intent of the location is to serve primarily as a catering kitchen, with options for visitors to gather in a picnic-style setting. Two businesses will be established at this location, D'Lucas serving to-go items and Honey Comb serving as the bakery/catering service. Marcos is seeking a partnership with the Community Redevelopment Agency (CRA) that will bring an additional gathering place in the Dixieland area.

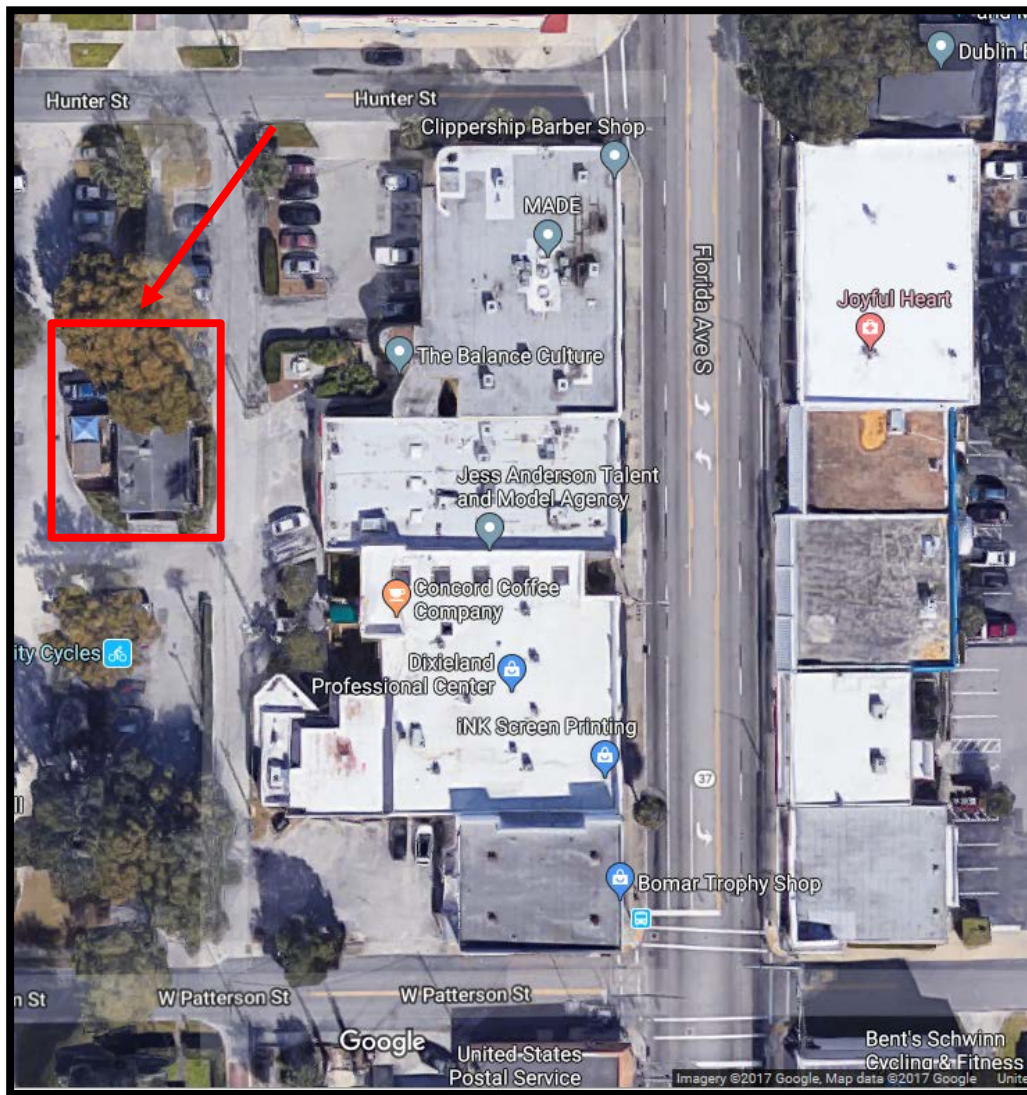
To proceed with the project, Marcos is requesting assistance with façade improvements and new kitchen equipment. He has obtained preliminary estimates to include the following items at the location:

- Demolition of interior and structural reinforcement
- Electrical work
- Walk-in cooler storage
- Front and side awnings
- Outdoor picnic area with some privacy fencing and lighting
- Refrigeration and freezer storage inside
- Convection ovens
- Pastry sheeter

The Dixieland CRA currently has Façade Improvement and Food-Related Services incentive programs available. The administrative approval would grant up to \$30,000 in matching funds for both programs. Preliminary estimates obtained by the applicant demonstrate a total investment of \$134,000 to prepare

the building for the kitchen use as well as outdoor dining areas. The applicant is requesting the CRA to assist with the upgrades beyond the administrative program limits in the amount of \$41,500. This is an additional \$11,500 above the administrative grant and is supported by preliminary cost estimates for both construction and kitchen equipment. The CRA investment would represent 35% of the total investment for this project. Staff supports this request and recommends approval.

The subject site previously received a food-related services grant as well as façade improvement grant in the amount of \$30,000 for Fat Maggie’s BBQ in November 2011. Both grant programs were developed to contribute to physical, economic and social well-being of the area and attract food-related service providers, restauranters and specialty food providers in Dixieland. The addition of D’Lucas would bring a new element to the area that provides baked goods to local retailers like Concord Coffee, Nineteen61, and others.



D'Lucas and Honeycomb Concept:

D'Lucas and Honeycomb are two extensions of the Nineteen61 brand that will launch simultaneously, each seeking to fill a need for Lakeland diners and the Dixieland neighborhood.

D'Lucas is a casual take-out restaurant that serves lunch and dinner. We will feature fast and friendly window service, and a fun and casual outdoor seating environment. Our menu highlights latin-inspired favorites developed first at Nineteen61 such as lomo saltado, vaca frita, guava pastelitos, and churros--averaging around \$10 to \$12 per person.

D'Lucas will become the every-day lunch spot for many who work in Dixieland and downtown while also continuing to uphold the high standards of quality, freshness, and sustainability for which Nineteen61 is known. Our outdoor seating will provide a much-needed gathering space and is a big step towards creating a sense of purpose and gravity that draws people towards central Dixieland.

Honeycomb is the longtime ambition of Benjamin Vickers, pastry chef of Nineteen61. Already established in Lakeland for desserts, breads, pastries, and ice cream, Honeycomb will be using the D'Lucas kitchen to launch its brand with help from special partnerships throughout the city. Honeycomb will provide D'Lucas and Nineteen61 with desserts; local restaurants such as the Terrace Grill and Red Door with breads and raw goods such as dough and ice cream bases; and local coffee shops like as Concord and Hillcrest with baked goods such as doughnuts, coffee cakes, scones, pies, and quiche. These wholesale partnerships along participation in pop-up markets will establish Honeycomb as a cornerstone of Lakeland cuisine as we work towards opening a full-time retail bakeshop.

Submitted by: Marcos Fernandez, Executive Chef and Owner



Photo by Jason Stephens.

Chef Marcos Fernandez

Family is the driving force behind Marcos Fernandez culinary path.

In an effort to grow with and provide for his loved ones, he has traveled to where the food takes him. This unrestricted approach translates into a diversified career of industry experience, spanning over 16 years and several countries.

Consequently, these travels have influenced the way in which Marcos cooks, broadening out from the native Cuban cuisine of his youth, to Peruvian, Italian, French, Spanish and the American South, most recently.

In addition to being classically trained from The American Cooking School in Denver, Colorado, Chef Fernandez additionally honed his skills in modernist and molecular cookery. The key to his unique style is the collaborative balance of old world techniques with evolving trends which occur in an ever demanding food scene. These skills have been on an upward trajectory of refinement in the years spent developing proficiency, including major positions of responsibility as Executive chef of high volume restaurants throughout the country, as well as a tenured stint running the kitchen of a large member driven Yacht

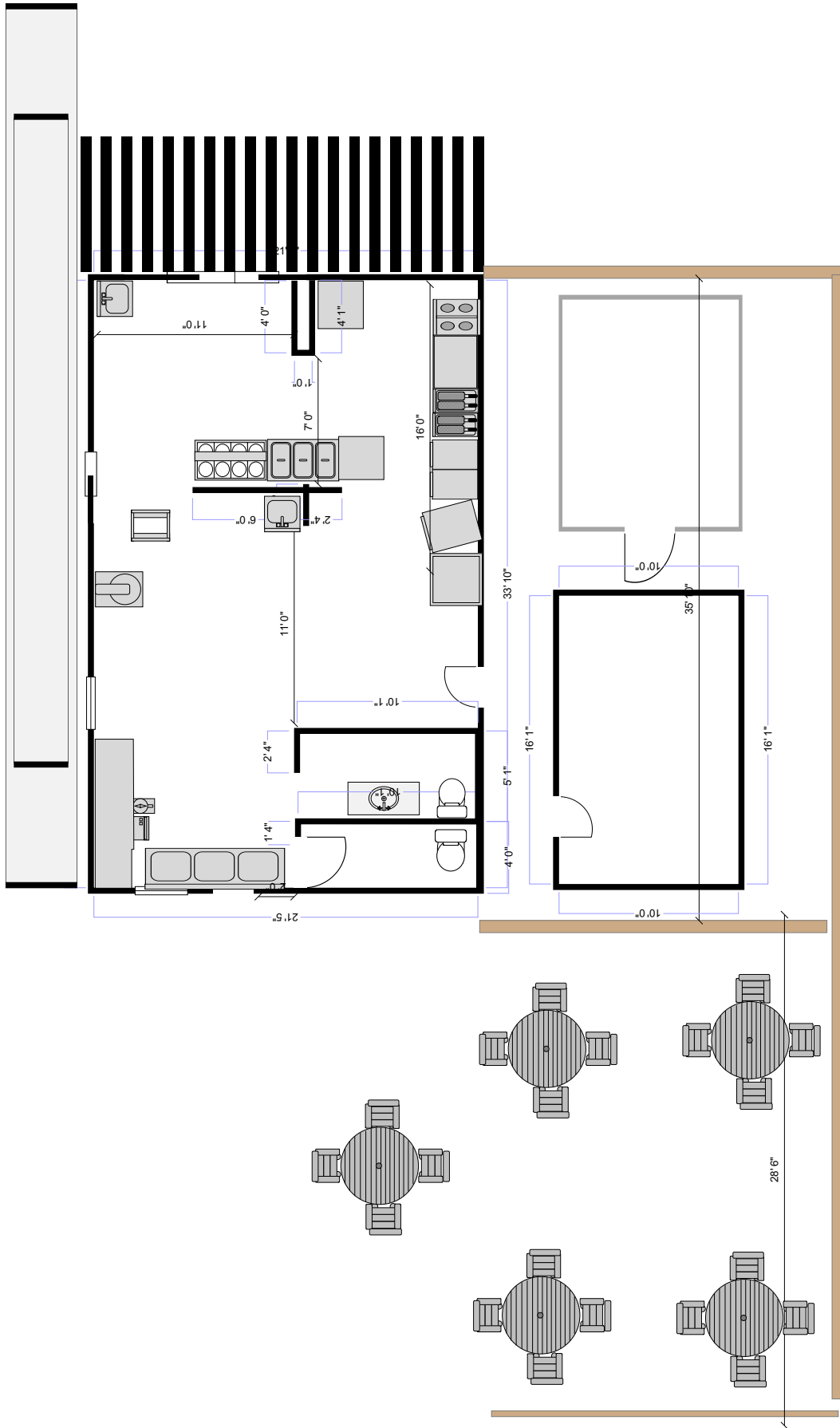
club of over 300 affiliates and nearly \$2 Million in expenditures located in Lakeland, FL.

Chef Fernandez has proven himself a leader in the kitchen, growing the food and beverage department of many endeavors, all while gaining the attention of diners in his community. His focus is to guide a new generation of cooks and apprentices to cultivate an appreciation and respect of the products that are available to them. To lead them in the kitchen by example, through hard work as did those who have channeled his path and will continually influence his decisions in future gastronomic pursuits. He aims to do this on the highest possible level at restaurant Nineteen61.

Chef Marcos worked closely with his friend, chef Geronimo Aquino, Gustavo Mandriotti, Chris LaBarge and a couple of local farmers which asked to remain anonymous for over 3 years developing and perfecting the “Food Revolution of Lakeland”. To bring an experience that was missing in our beautiful city.

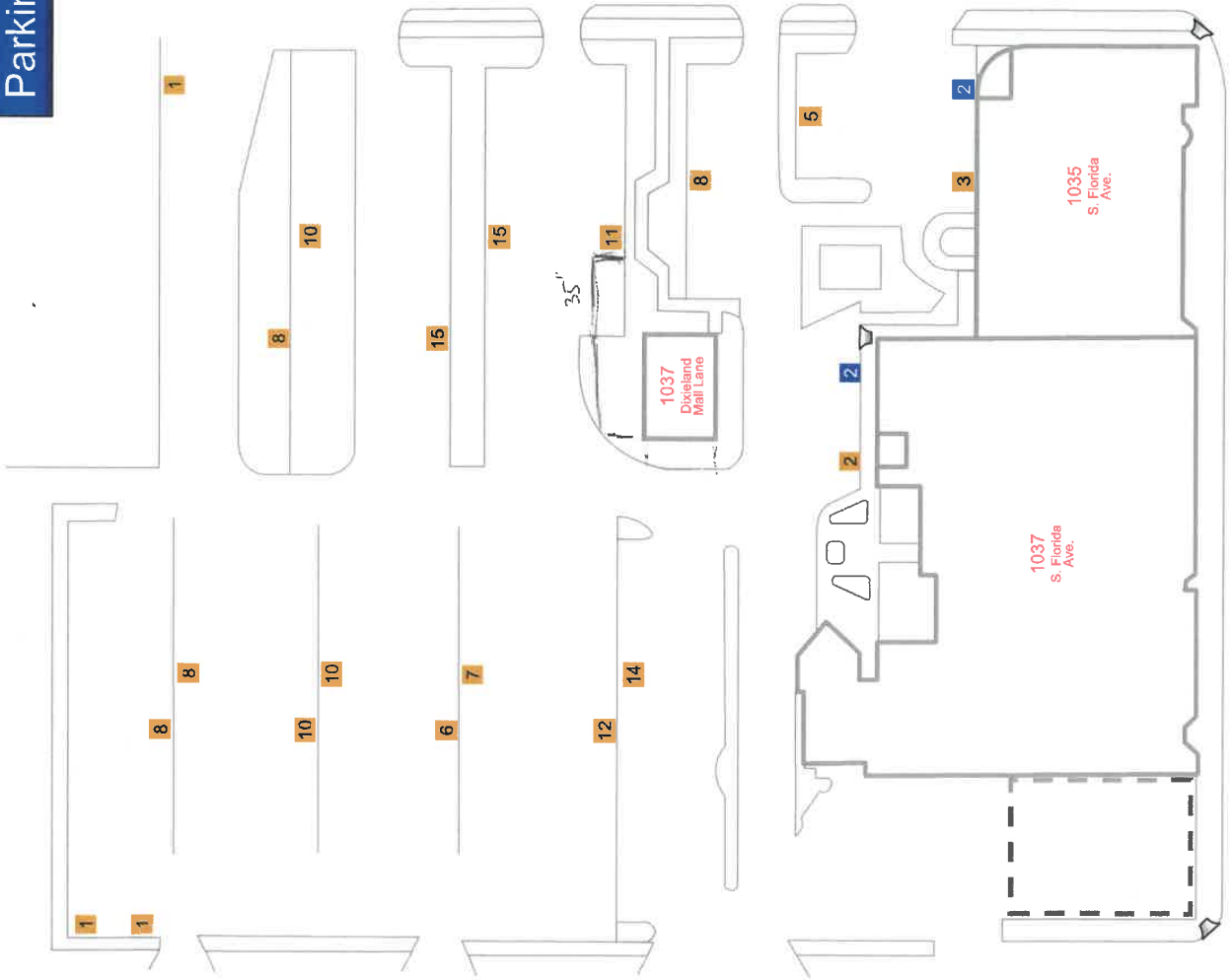
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Parking Site Plan

Dixieland Village



#	—	Handicap Space
4	—	Total # of Handicap Spaces
#	—	Number of Parking Spaces
155	—	Total # of Regular Parking Spaces
159	—	Total # of Parking Spaces
△	—	Ramp

Plans produced by:
ID Plans Corp
 1/4/2008
 (813) 657-2545

MAP IS NOT TO SCALE
 PLANIT CORP © 2007

D'Lucas

Preliminary Costs

Construction \$74,000

Kitchen Equipment \$60,000

Total Private Investment \$134,000

Program Eligible Expenses \$83,000

Requested match from CRA \$41,500

Admin. Grant limit -30,000

\$11,500 Additional funding request

*Requested match from CRA is 32% of total investment

Chef Marcos Bakery

PRELIMINARY BUDGET ONLY

General Conditions	\$	2,500
Demo	\$	1,500
Wall Opening Structural Improvements	\$	15,000
Drywall Repair	\$	1,200
Abandon 2nd Bath	\$	850
Remove/Replace Window(s)	\$	4,000
Flooring Replacement	\$	5,000
Electrical	\$	4,000
Slab	\$	1,750
10 x 15 Cooler	\$	12,000
Front Awning	\$	6,000
Side Awning	\$	4,850
Fencing	\$	3,500
Gravel	\$	1,250
Plans	\$	2,500
Permitting	\$	1,500
Fee	\$	6,740
TOTAL	\$	74,140

PRELIMINARY BUDGET ONLY - ACTUAL COST MAY VARY DUE TO SITE CONDITIONS OR CITY OF LAKELAND PERMITTING REQUIREMENTS OR DIXIELAND HISTORIC DISTRICT REQUIREMENTS

Bakeshop							FOH, Display, & Administrative			
Item	Description	Dimensions	Est. Cost	Need	Item	Description	Dimensions	Estimated Cost	Priority Level	
Storage Shelving	shelving, racks, etc	24x60	\$ 500	1	Cleaning supplies	broom, deck brushes, chemicals		\$ 150	1	
Fridge	ingredient and mise en place storage		\$ 4,000	1	Display Case			\$ 1,000	1	
Freezer	ingredient and mise en place storage		\$ 4,000	1	Computer stuff	laptop, printer, wifi gear		\$ 2,000	1	
Speed Racks	cooling racks, dry storage, proofing storage	26x20"	\$ 2,000	1	Cashbox/deposit box			\$ 50	1	
Ingredient Bins	flours, grains, sugars	29x13	\$ 500	1	POS	ipad, square etc		\$ 300	1	
Digital Scales	Myweigh8000	12x12"	\$ 200	1	card reader				1	
Spiral Mixer	doyon, 1k-25k capacity	19x33"	\$ 1,500	1	filing cabinet			\$ 50	1	
Kitchen-aid	Professional 8-quart		\$ 500	1	disposable plating and packaging			\$ 1,000	1	
Wooden Workbench	proofing, shaping, scaling, work surfaces	60x30	\$ 200	1	Phone			\$ 100	1	
Stainless Steel Counters	general prep surfaces		\$ 2,000	1	Beverage Cooler			\$ 400	1	
Sheet Trays	baking, cooling and storage	18x36	\$ 200	1	trash bins			\$ 150	1	
Loaf and Cake Pans	sponge cake pans, sandwich and pullman loaves		\$ 300	1	Office and Stationary Supplies	Pens, sharpies, paper, etc		\$ 200	1	
Hood	must cover burners and ovens	12' long		1	storage for paper packaging			\$ 200	2	
Convection Oven	two decks, steam injection optional	39x42"	\$ 7,000	1	Juicer			\$ 200	2	
Gas or induction Burners	2-4 burners		\$ 1,500	1	bookshelf			\$ 150	3	
Bread Cooling Shelving	wire shelving racks for cooling bread from hearth		\$ 500	1				\$ 5,950		
Hearth	the big oven		\$ -	1	Savory					
Bread Boards	for loading and proofing	18x36	\$ 250	1	Item	Description	Dimensions	Estimated Cost	Priority Level	
Bread Baskets	banneton proofing baskets		\$ 250	1	Deli Line			\$ 300	1	
Proofing Cabinet	upright cabinet with moisture and warmth controls.	21x31	\$ 2,000	1	Soup Warmer			\$ 200	1	
Deli and Bread Slicer	meats and bread slicing		\$ 800	1	Cutting Boards			\$ 100	1	
Hobart Mixer	20-25 quart	15x21"	\$ 780	1	Knife Wall Strip			\$ 50	1	
Cooking Vessels	hotel pans, bowls, cambars, etc		\$ 800	1	Panini Press			\$ 70	1	
Rolling pins	1-2 heavy wooden pins		\$ 100	1	stock pots			\$ 250	1	
Hearth Broom	sturdy bristles, wide brush with handle		\$ 50	1	Lowboys			\$ 3,200	1	
Bread Flipping Boards	two baguette size boards for loading		\$ 50	1	Walk-in cooler			\$ 12,000	1	
Utensils and small wares	spats, bench knives, knives, cutting boards whisks, lames, couches, thermometers		\$ 600	1				\$ 16,170		
Bulk Proofing Bins	15x24x8" bus bins with lids		\$ 100	1						
bread peel	with handle		\$ 100	1						
Ice Machine	For Smoothies, ice baths, and beverages		\$ -	1						
Sheeter	lamination and sheeting	35x82"	\$ 3,800	2						
Immersion Blender	professional grade		\$ 200	2						
fryer	for doughnuts, beignets, churros, fried savory food.		\$ 1,000	2						
Robot Coup and blender	choppin' and blendin'		\$ 2,000	2						
ice cream machine	4-5 quart capacity for wholesale ice cream production		\$ 1,500	3						
		TOTAL	\$ 39,280							

Total Estimated Equipment Cost \$ 61,400

MENU

PICK ONE

RICE BOWL



BAO BUN



The Original

SHORT RIB & BRISKET BLEND, CARAMELIZED ONIONS, GARLIC CHIPS, & BLACK BEANS

SUBSTITUTE: CHICKEN, VEGETABLES OR PORK(\$1.25)

The Anticuchado

SHORT RIB & BRISKET BLEND, PANCA MARINATED, HUACATAY CREMA & FETA CHEESE

SUBSTITUTE: CHICKEN, VEGETABLES OR PORK(\$1.25)

The Saltado

SESAME OIL SEARED WITH WOK SMOKED, ONIONS & TOMATOES, GREEN ONIONS, AJI AMARILLO & GLACE
TOPPED WITH FRENCH FRIES

SUBSTITUTE: CHICKEN, VEGETABLES OR PORK(\$1.25)

The Ropa

SHORT RIB & BRISKET BLEND, PEPPERS & ONIONS, SPANISH OLIVES A SPLASH OF SHERRY AND SOFRITO SAUCE

SUBSTITUTE: CHICKEN, VEGETABLES OR PORK(\$1.25)

PROTEIN OPTIONS

SHORT RIB BRISKET BLEND, ALR CHICKEN, MT CITRA HERITAGE PORK, VEGETABLE MIX



D' LUCAS

CARRY OUT | FRESH | LOCAL

SIDES & ADD-ONS

Salsa Criolla

PICKLED RED ONIONS WITH AJI AMARILLO & LIME JUICE

Fried Egg

A STAPLE FOR THE ORIGINAL

Plantains

CANT LEAVE HOME WITH OUT THEM

Black Beans

IN EVERY PANTRY

Rice Jasmine

CANT GET ENOUGH OF IT

Huacatay Crema

CRACK FOR YOUR MEAT

Rocotto Hot sauce

THOSE WHO LOVE A BIT OF HEAT

Aji Amarillo Mayonnaise

GREAT ON RICE

Aji Panca

THE BEST MARINATED

DESSERT

Strawberry Soft Serve

GUYNN FAMILY FARM STRAWBERRIES,
HONEY COMB SOFT SERVE RECIPE, SIMPLE YET LOCAL

Churros w/Chocolate sauce

TIMELESS CLASSIC FOR ANYTIME OF THE DAY

Pastelitos De Guava con Queso

BAKED HONEY COMB PASTERIES FILLED
WITH CREAM CHEESE & GUAVA

SET IN STONE

Aji de pollo

ALKR CHICKEN, BLENDED WITH AJI AMARILLO & AJI MIRASOL, MILK AND GLUTEN. ALWAYS FINISHED WITH MANCHEGO CHEESE AND JASMINE RICE

El Cubano

HONEY COMB CUBAN BREAD, MT CITRA PORK, SERRANO HAM, MANCHEGO CHEESE, PICKLED TOMATO AND OUR FAMOUS SOUR ORANGE AIOLI

El Chicharon

CRISPY, MARINATED PORK CHUNKS, SALSA CRIOLA & SWEET POTATO FRIES











COMMUNITY
REDEVELOPMENT
AGENCY

Memo

To: CRA Advisory Board
From: Michael Smith, CRA Project Manager
CC: Nicole Travis, CRA Manager
Date: December 4, 2017
Re: Midtown CRA Affordable Housing

Introduction

Quality and affordable housing is very limited in the Midtown CRA district. There is a high volume of absentee owners and many of the homes are in disrepair. Currently the Lakeland CRA offers a down payment assistance program to encourage buyers to move into Midtown, but the number of available houses is very low. The new home construction project at Lincoln Square has created a buzz for the area and we received contact information for nearly four hundred interested buyers. With only twenty-one homes available at Lincoln Square, there is a high demand for housing in the area. Staff is proposing to continue with our neighborhood stabilization strategy by assisting with making quality affordable homes in the district.

Proposal

One strategy to provide quality and affordable housing is to purchase homes in need of repair, renovate the homes, and offer them for sale at affordable prices. There are several investors that own multiple homes in the Midtown CRA and have let the houses become dilapidated. Staff sees this as an opportunity to reduce the number of absentee landlord properties in the area. These homes are either vacant or being rented with substandard living conditions. The LCRA can purchase a house, renovate it, and offer it for sale with down payment assistance to a homestead buyer. The LCRA has the opportunity to replace an investor with a homestead buyer that wants to live in Midtown.

The staff is not proposing to make a profit on the homes. These homes could be sold at an affordable price and still cover expenses incurred. (See Table 1)

Currently, houses are being purchased by investors as soon as they hit the market. Unfortunately, these investors are only putting minimal repairs into the homes and quickly renting them in substandard conditions. In order to for the LCRA to break this cycle we need to be able to move quickly when the unique opportunity to purchase arises.

Request

The current process for the LCRA to purchase homes requires each contract to be brought before the Advisory Board for approval. This process doesn't lend itself well to purchasing in this market. Staff is requesting approval to purchase homes in the approved designated target areas up to an annual amount of \$400,000. This budget would give staff the flexibility to purchase, renovate and sell approximately five affordable houses.

I have two contracts today for your review and approval:

724 W. 8th Street, Lakeland, FL 33805 --- Purchase Price: **\$32,500**

Seller: 724 W 8th ST LAKELAND LLC

638 W. 9th Street, Lakeland, FL 33805 --- Purchase Price: **\$32,500**

Seller: Home and Stone Florida LLC

Enclosures:

Table 1

Purchase Contract for 724 W. 8th Street

Purchase Contract for 638 W. 9th Street

Real Estate Contract
FLORIDA ASSOCIATION OF REALTORS®

1* 1. PURCHASE AND SALE: Lakeland Community Redevelopment Agency ("Buyer")

2* agrees to buy and Home and Stone Florida LLC ("Seller")

3* agrees to sell the property described as: Street Address: 638 W. 9th Street, Lakeland, FL 33805

4*

5* Legal Description: ADAIRS ADD PB 3 PG 13 BLK K LOT 12

6*

7* and the following Personal Property: none

8*

9 (all collectively referred to as the "Property") on the terms and conditions set forth below. The "Effective Date" of this Contract is
10 the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract. Time periods of 5
11 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a
12 Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

13* 2. PURCHASE PRICE: \$ 32,500

14* (a) Deposit held in escrow by Putnam, Creighton, and, Airth P.A. \$ 1,000

15* (b) Additional deposit to be made \$

16* (c) Total mortgages (as referenced in Paragraph 3) \$

17* (d) Other: \$

18* (e) Balance to close, subject to adjustments and prorations, to be made with cash, locally drawn \$

19 certified or cashier's check or wire transfer.

20* 3. THIRD PARTY FINANCING: Within days from Effective Date ("Application Period"), Buyer will, at Buyer's expense, apply for

21* third party financing in the amount of \$ or % of the purchase price to be amortized over a period of

22* years and due in no less than years and with a fixed interest rate not to exceed F % per year or variable interest rate not

23* to exceed F % at origination with a lifetime cap not to exceed % from initial rate, with additional terms as follows:

24*

25* Buyer will pay for the mortgage title insurance policy and for all loan expenses. Buyer will timely provide any and all credit,

26* employment, financial and other information reasonably required by any lender. Buyer will notify Seller immediately upon obtaining

27* financing or being rejected by a lender. If Buyer, after diligent effort, fails to obtain a written commitment within days from

28* Effective Date ("Financing Period"), Buyer may cancel the Contract by giving prompt notice to Seller and Buyer's deposit(s) will be

29* returned to Buyer in accordance with Paragraph 9.

30* Buyer (Signature) () and Seller (Signature) () acknowledge receipt of a copy of this page, which is page 1 of 5 Pages.

31* 4. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty deed
32* other _____, free of liens, easements and encumbrances of record or known to Seller,
33 but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any
34* other matters to which title will be subject) _____
35* _____

36* provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as
37* _____ allowed by zoning _____

38* (a) Evidence of Title: BUYER will, at (check one) Seller's Buyer's expense and within 15 days from Effective Date
39* prior to Closing Date from date Buyer meets or waives financing contingency in Paragraph 3, deliver to Buyer (check one)
40* a title insurance commitment by a Florida licensed title insurer and, upon Buyer recording the deed, an owner's policy in
41 the amount of the purchase price for fee simple title subject only to exceptions stated above.
42* an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
43 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as
44 a base for reissuance of coverage. The prior policy will include copies of all policy exceptions and an update in a format
45 acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all
46 documents recited in the prior policy and in the update.

47 (b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title
48 defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper
49* written notice and Seller cures the defects within 15 days from receipt of the notice ("Curative Period"). If the defects are
50 cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. Seller may
51 elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are
52 not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to
53 elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in
54 purchase price. The party who pays for the evidence of title will also pay related title service fees including title and abstract
55 charges and title examination.

56 (c) Survey: (check applicable provisions below) *Seller recently purchased the property and never*
57* Seller will, within 10 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and *lived in the premises. Seller has no record of prior survey, plans*
58* engineering documents, if any, and the following documents relevant to this transaction: any and all environmental reports *or any of*
59* _____, prepared for Seller or in *the*
60 Seller's possession, which show all currently existing structures.
61* Buyer may, at Seller's Buyer's expense and within the time period allowed to deliver and examine title evidence, *kind*
62 obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the *of*
63 Property or that the improvements encroach on the lands of another, Buyer will accept the Property with existing *the*
64* encroachments such encroachments will constitute a title defect to be cured within the Curative Period.

65 (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

66 (e) Possession: Seller will deliver possession and keys for all locks and alarms to Buyer at closing.

67* 5. CLOSING DATE AND PROCEDURE: This transaction will be closed in Polk County, Florida on
68* or before the _____ or within 90 days from Effective Date ("Closing Date"), unless otherwise extended
69* herein. Seller Buyer will designate the closing agent. Buyer and Seller will, within 30 days from Effective Date, deliver to
70 Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender
71 requirements as to place, time of day, and closing procedures will control over any contrary provisions in this Contract.

72 (a) Costs: Buyer will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed.
73 Buyer will pay taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge
74 any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

75 (b) Documents: Seller will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll,
76 tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of
77 the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information
78 regarding the tenant's lease is correct. If Seller is a corporation, Seller will deliver a resolution of its Board of Directors
79 authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth
80 facts showing the conveyance conforms with the requirements of local law. Seller will transfer security deposits to Buyer. Buyer
81 will provide the closing statement, mortgages and notes, security agreements and financing statements.

82* Buyer *(UBT)* (_____) and Seller *(S)* (_____) acknowledge receipt of a copy of this page, which is page 2 of 5 Pages.

83* (c) Taxes, Assessments, and Prorations: The following items will be made current and prorated as of Closing Date
84* as of _____ real estate taxes, bond and assessment payments assumed by Buyer, interest,
85* rents, association dues, insurance premiums acceptable to Buyer, operational expenses and _____
86 If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be used with due
87 allowance being made for improvements and exemptions. Seller is aware of the following assessments affecting or potentially
88* affecting the Property: _____

89 Buyer will be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the
90 improvement is substantially completed as of Closing Date, in which case Seller will be obligated to pay the entire assessment.

91 (d) FIRPTA Tax Withholding: The Foreign Investment in Real Property Act ("FIRPTA") requires Buyer to withhold at closing a
92 portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if Seller is a "foreign person" as defined
93 by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing,
94 appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required
95 and Buyer does not have cash sufficient at closing to meet the withholding requirement, Seller will provide the necessary funds
96 and Buyer will provide proof to Seller that such funds were properly remitted to the I.R.S.

97* 6. ESCROW: Buyer and Seller authorize Putnam, Creighton, and Aird, P.A.

98* Telephone: 863-682-1178 Facsimile: 863-683-3700 Address: 638 W 9th Street
99* Lakeland, FL 33805 _____ to act as "Escrow Agent"

100* to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow
101* Agent will deposit all funds received in a non-interest bearing escrow account an interest bearing escrow account with
102* interest accruing to _____ with interest disbursed (check one) at closing
103 at _____ intervals. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow
104 Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually
105 agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the
106 escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon
107 notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for items
108 previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with applicable provisions of Chapter
109 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or
110 interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with
111 such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor
112 of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for misdelivery to Buyer or Seller of
113 escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

114 7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary
115 wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties
116 other than marketability of title. By accepting the Property "as is," Buyer waives all claims against Seller for any defects in the
117 property. (Check (a) or (b))

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

119* (b) Due Diligence Period: Buyer will, at Buyer's expense and within 30 days from Effective Date ("Due Diligence Period"),
120 determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended use and development of
121 the Property as specified in Paragraph 4. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys and
122 investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering,
123 architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision
124 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional
125 growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with
126 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems
127 appropriate to determine the suitability of the Property for Buyer's intended use and development. Buyer shall deliver written notice
128 to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable.
129 Buyer's failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition.
130 Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence
131 Period for the purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the
132 Property and conduct Inspections at their own risk. Buyer shall indemnify and hold Seller harmless from losses, damages, costs,
133 claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of
134 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
135 being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer shall
136 repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of
137 the Inspections, and (2) Buyer shall, at Buyer's expense, release to Seller all reports and other work generated as a result of the
138 Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit shall be
139 immediately returned to Buyer and the Contract terminated.

140* Buyer (Signature) (_____) and Seller (Signature) (_____) acknowledge receipt of a copy of this page, which is page 3 of 5 Pages.

141 (c) **Walk-through Inspection:** Buyer may, on the day prior to closing or any other time mutually agreeable to the parties,
142 conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all
143 Property is on the premises.

144 (d) **Disclosures:**

145 1. **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient
146 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state
147 guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained
148 from your county public health unit.

149 2. **Energy Efficiency:** Buyer may have determined the energy efficiency rating of the building, if any is located on the Real
150 Property.

151 8. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any business
152 conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the
153 Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or
154 Buyer's intended use of the Property will be permitted only with Buyer's consent without Buyer's consent.

155 9. **RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and
156 Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in
157 accordance with applicable Florida laws and regulations.

158 10. **DEFAULT:**

159 (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
160 marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific performance. If
161 Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.

162 (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)
163 paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in
164 full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Seller retains the
165 deposit, Seller will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all forfeited deposits retained
166 by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee.

167 11. **ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing party,
168 which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs and
169 expenses.

170 12. **BROKERS:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed
171 real estate Broker other than:

172* (a) **Listing Broker:** none
173* who is an agent of _____ a transaction broker a non-representative
174* and who will be compensated by Seller Buyer both parties pursuant to a listing agreement other (specify) _____


175* _____
176* _____
177* _____

178* (b) **Cooperating Broker:** none
179* who is an agent of _____ a transaction broker a non-representative
180* and who will be compensated by Buyer Seller both parties pursuant to an MLS or other offer of compensation to a
181* cooperating broker other (specify) _____

182* _____
183* _____
184* _____

185 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries,
186 introductions, consultations and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker
187 harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and
188 from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2)
189 enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Buyer or
190 Seller, which duty is beyond the scope of services regulated by Chapter 475, F.S., as amended, or (4) recommendations of or services
191 provided and expenses incurred by any third party whom Broker refers, recommends or retains for or on behalf of Buyer or Seller.

192* 13. **ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise is not assignable
193* is assignable. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller
194 and their heirs, personal representatives, successors and assigns (if assignment is permitted).

195* Buyer (MPT)  and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is page 4 of 5 Pages.

196 **14. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

- 197* Arbitration Seller Warranty Existing Mortgage
- 198* Section 1031 Exchange Coastal Construction Control Line Other ADDENDUM 1
- 199* Property Inspection and Repair Flood Area Hazard Zone Other _____
- 200* Seller Representations Seller Financing Other _____

201 **15. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of
202 this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents
203 referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for
204 all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail
205 over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue
206 to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records. Delivery of any
207 written notice to any party's agent will be deemed delivery to that party.

208 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY**
209 **PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE**
210 **IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE,**
211 **INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF**
212 **TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND**
213 **OTHER SPECIALIZED ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
214 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC**
215 **RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY**
216 **SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY**
217 **CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

218* **DEPOSIT RECEIPT:** Deposit of \$ _____ by _____ check other _____ received on
219* _____, 20____ by _____
220 _____
Signature of Escrow Agent

221 **OFFER:** Buyer offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by Seller and a
222* signed copy delivered to Buyer or Buyer's agent no later than _____ a.m. p.m. on _____,
223 Buyer may revoke this offer and receive a refund of all deposits.

224* Date: 11/04/17 **BUYER:** *Michael B. Davis* Tax ID No: _____
225 Title: CRA Manager Telephone: _____ Facsimile: _____
226* Address: _____

227* Date: _____ **BUYER:** _____ Tax ID No: _____
228 Title: _____ Telephone: _____ Facsimile: _____
229* Address: _____

230* **ACCEPTANCE:** Seller accepts Buyer's offer and agrees to sell the Property on the above terms and conditions (subject to the
231 attached counter offer).

224* Date: 11/15/17 **SELLER:** *[Signature]* Tax ID No: _____
225 Title: _____ Telephone: _____ Facsimile: _____
226* Address: _____

227* Date: _____ **SELLER:** _____ Tax ID No: _____
228 Title: _____ Telephone: _____ Facsimile: _____
229* Address: _____

238* Buyer (*MB*) (_____) and Seller (*MB*) (_____) acknowledge receipt of a copy of this page, which is page 5 of 5 Pages.

The Florida Association of REALTORS makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized

ADDENDUM 1

To the Contract between

LAKELAND COMMUNITY REDEVELOPMENT AGENCY (Buyer)

And

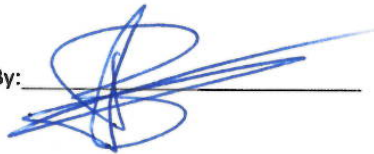
Home and Stone Florida LLC (Seller)

1. This Contract is contingent upon approval of the Community Redevelopment Agency Advisory Board.

SELLER

Home and Stone Florida, LLC

By: _____



BUYER

LAKELAND COMMUNITY REDEVELOPMENT AGENCY

By: _____


Nicole Travis, CRA Manager
CRA Manager

Real Estate Contract
FLORIDA ASSOCIATION OF REALTORS®

1* 1. PURCHASE AND SALE: Lakeland Community Redevelopment Agency ("Buyer")

2* agrees to buy and 724 W 8TH ST LAKELAND LLC ("Seller")

3* agrees to sell the property described as: Street Address: 724 W. 8th Street, Lakeland, FL 33805

4*

5* Legal Description: ADAIRS ADD PB 3 PG 13 BLK I LOT 8

6*

7* and the following Personal Property: none

8*

9 (all collectively referred to as the "Property") on the terms and conditions set forth below. The "Effective Date" of this Contract is
10 the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract. Time periods of 5
11 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a
12 Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

13* 2. PURCHASE PRICE: \$ 32,500

14* (a) Deposit held in escrow by Putnam, Creighton, and Airth, P.A. \$ 1,000

15* (b) Additional deposit to be made \$

16* (c) Total mortgages (as referenced in Paragraph 3) \$

17* (d) Other: \$

18* (e) Balance to close, subject to adjustments and prorations, to be made with cash, locally drawn \$
19 certified or cashier's check or wire transfer.

20* 3. THIRD PARTY FINANCING: Within days from Effective Date ("Application Period"), Buyer will, at Buyer's expense, apply for

21* third party financing in the amount of \$ or % of the purchase price to be amortized over a period of

22* years and due in no less than years and with a fixed interest rate not to exceed F % per year or variable interest rate not

23* to exceed F % at origination with a lifetime cap not to exceed % from initial rate, with additional terms as follows:

24*

25 ~~Buyer will pay for the mortgage title insurance policy and for all loan expenses. Buyer will timely provide any and all credit,~~

26 ~~employment, financial and other information reasonably required by any lender. Buyer will notify Seller immediately upon obtaining~~

27 ~~financing or being rejected by a lender. If Buyer, after diligent effort, fails to obtain a written commitment within days from~~

28 ~~Effective Date ("Financing Period"), Buyer may cancel the Contract by giving prompt notice to Seller and Buyer's deposit(s) will be~~

29 ~~returned to Buyer in accordance with Paragraph 9.~~

30* Buyer (WPT) () and Seller (RS) () acknowledge receipt of a copy of this page, which is page 1 of 5 Pages.

31* 4. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty deed
32* other _____, free of liens, easements and encumbrances of record or known to Seller,
33 but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any
34* other matters to which title will be subject) SEE ADDENDUM 1

35* _____
36* provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as
37* allowed by zoning

38* (a) Evidence of Title: BUYER will, at (check one) Seller's Buyer's expense and within 15 days from Effective Date
39* prior to Closing Date from date Buyer meets or waives financing contingency in Paragraph 3, deliver to Buyer (check one)
40* a title insurance commitment by a Florida licensed title insurer and, upon Buyer recording the deed, an owner's policy in
41 the amount of the purchase price for fee simple title subject only to exceptions stated above.
42* an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
43 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as
44 a base for reissuance of coverage. The prior policy will include copies of all policy exceptions and an update in a format
45 acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all
46 documents recited in the prior policy and in the update.

47 (b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title
48 defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper
49* written notice and Seller cures the defects within 15 days from receipt of the notice ("Curative Period"). If the defects are
50 cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. Seller may
51 elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are
52 not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to
53 elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in
54 purchase price. The party who pays for the evidence of title will also pay related title service fees including title and abstract
55 charges and title examination.

56 (c) Survey: (check applicable provisions below)

57* Seller will, within 10 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and
58* engineering documents, if any, and the following documents relevant to this transaction: any and all environmental reports
59* _____, prepared for Seller or in
60 Seller's possession, which show all currently existing structures.

61* Buyer may, at Seller's Buyer's expense and within the time period allowed to deliver and examine title evidence,
62 obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the
63 Property or that the improvements encroach on the lands of another, Buyer will accept the Property with existing
64* encroachments such encroachments will constitute a title defect to be cured within the Curative Period.

65 (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

66 (e) Possession: Seller will deliver possession and keys for all locks and alarms to Buyer at closing.

67* 5. CLOSING DATE AND PROCEDURE: This transaction will be closed in Polk County, Florida on
68* or before the _____ or within 90 days from Effective Date ("Closing Date"), unless otherwise extended
69* herein. Seller Buyer will designate the closing agent. Buyer and Seller will, within 30 days from Effective Date, deliver to
70 Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender
71 requirements as to place, time of day, and closing procedures will control over any contrary provisions in this Contract.

72 (a) Costs: Buyer will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed.
73 Buyer will pay taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge
74 any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

75 (b) Documents: Seller will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll,
76 tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of
77 the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information
78 regarding the tenant's lease is correct. If Seller is a corporation, Seller will deliver a resolution of its Board of Directors
79 authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth
80 facts showing the conveyance conforms with the requirements of local law. Seller will transfer security deposits to Buyer. Buyer
81 will provide the closing statement, mortgages and notes, security agreements and financing statements.

82* Buyer (LAST) (_____) and Seller ([Signature]) (_____) acknowledge receipt of a copy of this page, which is page 2 of 5 Pages.

83* (c) Taxes, Assessments, and Prorations: The following items will be made current and prorated as of Closing Date
84* as of _____ real estate taxes, bond and assessment payments assumed by Buyer, interest,
85* rents, association dues, insurance premiums acceptable to Buyer, operational expenses and _____
86* If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be used with due
87* allowance being made for improvements and exemptions. Seller is aware of the following assessments affecting or potentially
88* affecting the Property: _____

89* Buyer will be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the
90* improvement is substantially completed as of Closing Date, in which case Seller will be obligated to pay the entire assessment.

91* (d) FIRPTA Tax Withholding: The Foreign Investment in Real Property Act ("FIRPTA") requires Buyer to withhold at closing a
92* portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if Seller is a "foreign person" as defined
93* by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing,
94* appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required
95* and Buyer does not have cash sufficient at closing to meet the withholding requirement, Seller will provide the necessary funds
96* and Buyer will provide proof to Seller that such funds were properly remitted to the I.R.S.

97* 6. ESCROW: Buyer and Seller authorize The Law Office of Putnam, Creighton, and Airth, P.A.

98* Telephone: 863-682-1178 Facsimile: 863-683-3700 Address: 500 South Florida Avenue
99* Suite 300, Lakeland, FL 33801 to act as "Escrow Agent"

100* to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow
101* Agent will deposit all funds received in a non-interest bearing escrow account an interest bearing escrow account with
102* interest accruing to _____ with interest disbursed (check one) at closing
103* at _____ intervals. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow
104* Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually
105* agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the
106* escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon
107* notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for items
108* previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with applicable provisions of Chapter
109* 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or
110* interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with
111* such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor
112* of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for misdelivery to Buyer or Seller of
113* escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

114* 7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary
115* wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties
116* other than marketability of title. By accepting the Property "as is," Buyer waives all claims against Seller for any defects in the
117* property. (Check (a) or (b))

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

119* (b) Due Diligence Period: Buyer will, at Buyer's expense and within 30 days from Effective Date ("Due Diligence Period"),
120* determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended use and development of
121* the Property as specified in Paragraph 4. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys and
122* investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering,
123* architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision
124* regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional
125* growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with
126* American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems
127* appropriate to determine the suitability of the Property for Buyer's intended use and development. Buyer shall deliver written notice
128* to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable.
129* Buyer's failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition.
130* Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence
131* Period for the purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the
132* Property and conduct Inspections at their own risk. Buyer shall indemnify and hold Seller harmless from losses, damages, costs,
133* claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of
134* 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
135* being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer shall
136* repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of
137* the Inspections, and (2) Buyer shall, at Buyer's expense, release to Seller all reports and other work generated as a result of the
138* Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit shall be
139* immediately returned to Buyer and the Contract terminated.

140* Buyer (Signature) (_____) and Seller (Signature) (_____) acknowledge receipt of a copy of this page, which is page 3 of 5 Pages.

141 (c) **Walk-through Inspection:** Buyer may, on the day prior to closing or any other time mutually agreeable to the parties,
142 conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all
143 Property is on the premises.

144 (d) **Disclosures:**

145 1. **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient
146 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state
147 guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained
148 from your county public health unit.

149 2. **Energy Efficiency:** Buyer may have determined the energy efficiency rating of the building, if any is located on the Real
150 Property.

151 8. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any business
152 conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the
153 Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or
154* Buyer's intended use of the Property will be permitted only with Buyer's consent without Buyer's consent.

155 9. **RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and
156 Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in
157 accordance with applicable Florida laws and regulations.

158 10. **DEFAULT:**

159 (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
160 marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific performance. If
161 Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.

162 (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)
163 paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in
164 full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Seller retains the
165 deposit, Seller will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all forfeited deposits retained
166 by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee.

167 11. **ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing party,
168 which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs and
169 expenses.

170 12. **BROKERS:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed
171 real estate Broker other than:

172* (a) **Listing Broker:** none
173* who is an agent of _____ a transaction broker a non-representative
174* and who will be compensated by Seller Buyer both parties pursuant to a listing agreement other (specify) _____

175* _____
176* _____
177* _____

178* (b) **Cooperating Broker:** none
179* who is an agent of _____ a transaction broker a non-representative
180* and who will be compensated by Buyer Seller both parties pursuant to an MLS or other offer of compensation to a
181* cooperating broker other (specify) _____

182* _____
183* _____
184* _____

185 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries,
186 introductions, consultations and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker
187 harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and
188 from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2)
189 enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Buyer or
190 Seller, which duty is beyond the scope of services regulated by Chapter 475, F.S., as amended, or (4) recommendations of or services
191 provided and expenses incurred by any third party whom Broker refers, recommends or retains for or on behalf of Buyer or Seller.

192* 13. **ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise is not assignable
193* is assignable. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller
194 and their heirs, personal representatives, successors and assigns (if assignment is permitted).

195* Buyer (MPT) (_____) and Seller (P) (_____) acknowledge receipt of a copy of this page, which is page 4 of 5 Pages.

196 14. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

- 197* Arbitration Seller Warranty Existing Mortgage
- 198* Section 1031 Exchange Coastal Construction Control Line Other ADDENDUM 1
- 199* Property Inspection and Repair Flood Area Hazard Zone Other _____
- 200* Seller Representations Seller Financing Other _____

201 15. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of
202 this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents
203 referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for
204 all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail
205 over preprinted terms, If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue
206 to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records. Delivery of any
207 written notice to any party's agent will be deemed delivery to that party.

208 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY
209 PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE
210 IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE,
211 INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF
212 TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND
213 OTHER SPECIALIZED ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL
214 REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC
215 RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY
216 SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY
217 CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

218* DEPOSIT RECEIPT: Deposit of \$ _____ by _____ check other _____ received on
219* _____, 20 _____ by _____
220 _____
Signature of Escrow Agent

221 OFFER: Buyer offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by Seller and a
222* signed copy delivered to Buyer or Buyer's agent no later than _____ a.m. p.m. on _____,
223 Buyer may revoke this offer and receive a refund of all deposits.

224* Date: 11/14/17 BUYER: *Michael B. Davis* Tax ID No: _____
225 Title: CRA Manager Telephone: _____ Facsimile: _____
226* Address: _____

227* Date: _____ BUYER: _____ Tax ID No: _____
228 Title: _____ Telephone: _____ Facsimile: _____
229* Address: _____

230* ACCEPTANCE: Seller accepts Buyer's offer and agrees to sell the Property on the above terms and conditions (subject to the
231 attached counter offer).

224* Date: 11/15/17 SELLER: *[Signature]* Tax ID No: _____
225 Title: _____ Telephone: _____ Facsimile: _____
226* Address: _____

227* Date: _____ SELLER: _____ Tax ID No: _____
228 Title: _____ Telephone: _____ Facsimile: _____
229* Address: _____

238* Buyer (MBT) (_____) and Seller (*[Signature]*) (_____) acknowledge receipt of a copy of this page, which is page 5 of 5 Pages.

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ADDENDUM 1

To the Contract between

LAKELAND COMMUNITY REDEVELOPMENT AGENCY (Buyer)

And

724 W 8TH ST LAKELAND LLC (Seller)

1. Buyer will close on the Property subject to liens in favor of City of Lakeland Code Enforcement or the City of Lakeland particular to the Property.
2. This Contract is contingent upon approval of the Community Redevelopment Agency Advisory Board.

SELLER

724 W 8TH ST LAKELAND LLC

By: 

BUYER

LAKELAND COMMUNITY REDEVELOPMENT AGENCY

By: 

Nicole Travis, CRA Manager
CRA Manager

CRA Property
Target Property



Future Parking

Wish Rentals Platform Art

**717 N. Florida Ave.
111 E. Parker St.**

Word Alive Ministries

Vacant Lots

Food Truck Park

Crystal's World of Dance