



A Partnership of the City of DeLand & Volusia County

"Spring Hill CRA Logo"

Spring Hill

Community Redevelopment Agency

"A City County Partnership"

MEETING AGENDA

August 21, 2023

CALL TO ORDER

CONSENT AGENDA

1. Approval of Minutes, Regular Meeting, June 19, 2023

PETITIONS AND REQUESTS FROM THE PUBLIC

UNFINISHED BUSINESS

NEW BUSINESS

1. Consideration Re: 935 S. Adelle Ave. Property Sale

BOARDMEMBER COMMENTS/CONCERNS

NEXT MEETING

1. Schedule Next Regular Meeting

ADJOURNMENT

Meeting of August 21, 2023 – 6:00 PM
DeLand Commission Chambers – DeLand City Hall
120 South Florida Avenue - DeLand



Figure 1 - Spring Hill CRA Graphic Logo

Consent Item 1



Spring Hill
Community Redevelopment Agency
“A City County Partnership”

MEETING MINUTES

June 19, 2023

CALL TO ORDER

Chairman Cloudman called the meeting to order at 6:00 P.M.

BOARD ATTENDANCE: Chris Cloudman, David Santiago, Dan Reed, Anthony Hill and Charles Paiva

CONSENT AGENDA

Mr. Santiago made a motion to approve the consent agenda. Mr. Reed seconded the motion, which carried by a unanimous vote.

1. Approval of Minutes, Regular Meeting, March 6, 2023

PETITIONS AND REQUESTS FROM THE PUBLIC

There were no petitions and requests from the public.

DR. JOYCE M. CUSACK RESOURCE CENTER STAFF UPDATE

Ms. Dixon provided a brief update.

UNFINISHED BUSINESS

N/A

NEW BUSINESS

1. Consideration Re: Approval of RFP 23-04, Land Parcel Lease Document
Mr. Reed made a motion to approve the lease. Mr. Paiva seconded the motion, which carried by a unanimous vote.
2. Consideration Re: Exterior Improvement Grant, 801 Oakmont Ct.
Mr. Santiago made a motion to award the grant to 801 Oakmont Court. Mr. Paiva seconded the motion, which carried by a majority vote. Mr. Hill voted in the minority. Mr. Hill

Meeting of June 19, 2023 – 6:30 PM
DeLand Commission Chambers – DeLand City Hall
120 South Florida Avenue - DeLand

would like to look at a possible increase in funding for the exterior grant program. Mr. Santiago suggested waiting to see how much the program is utilized this year.

BOARDMEMBER COMMENTS/CONCERNS

Chairman Cloudman announced that the board is still looking for a city resident to join the Spring Hill CRA.

Mr. Paiva inquired about the timeline for the Delco Oil fence. Mr. Grebosz reported that it will be up soon.

NEXT MEETING

1. Schedule Next Regular Meeting

The next meeting is tentatively scheduled for August 7, 2023.

ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned by Chairman Cloudman at 6:47 P.M.



Figure 4 - Spring Hill CRA Graphic Logo

New Business Item 1

CITY OF DELAND, FLORIDA
REQUEST FOR COMMUNITY REDEVELOPMENT AGENCY ACTION
August 21, 2023

Department: Finance	Attachments:
Consideration Re: 935 S. Adelle Avenue Property Sale	[X] BGC RFP Submission [X] Contract
Prepared by: Darren Elkind, City Attorney	Approved by: Mike Grebosz, Assistant City Manager

SUMMARY/HIGHLIGHT:

The Spring Hill CRA owns the property on which the Boys & Girls Club (the “BGC”) building is located at 935 S. Adelle Avenue and leases it for no money to the BGC on a long-term basis. The BGC has requested the CRA to transfer title to the BGC so that it will make fundraising easier for the BGC as it endeavors to make additional improvements to the property.

The CRA will need to approve the attached real estate contract in order to accommodate the transfer of the property. The transfer will include a provision that the property must continue to be used as a boys & girls club or substantially similar program for a minimum period of 20 years and if the property ceases to be used for that purpose during the 20 year period, then the CRA, or the City and County collectively if the CRA is no longer in existence, may take the property back.

FISCAL IMPACT:

There is no measurable financial impact to the CRA from this transaction. No money is being exchanged for the transfer of the property, and the BGC is paying all the costs associated with the closing of the transaction. No money was being paid to the CRA for the lease of the property so the CRA is not losing any revenue.

RECOMMENDATION:

Staff is recommending the CRA to accept the BGC submitted proposal to purchase the property and authorize execution of the attached contract.

Consideration re: 935 S. Adelle Ave. Property Sale

BACKGROUND/DISCUSSION:

The CRA entered into a long-term lease for the property with no rent being paid in order to facilitate the mission of the CRA and allow the BGC to deliver its services to the Spring Hill area and beyond. A number of years ago the BGC engaged in a major capital campaign to raise funds for the development of the property. In addition to private donations, grant funds, including CDBG funds, were used for the development at that time. The BGC is now embarking on another capital campaign to make additional improvements at the property. The BGC has experienced some difficulties with private contributions because it does not actually own the property and has requested the CRA to transfer title to the property, primarily to solve this fundraising issue.

While the CRA does not have any significant maintenance responsibilities under the terms of its lease for the property, transferring the title will absolve the CRA of any and all possible maintenance responsibilities and liabilities associated with the property. A term of the attached contract requires the BGC to continue to operate the property as a boys & girls club or substantially similar organization for a minimum period of 20 years.

On account of the requirements of state law regulating community redevelopment agencies, as well as the redevelopment plan for the CRA, the CRA had to conduct a public offering for the sale of the property. The BGC was the only entity to submit a proposal. The CRA is being asked to accept the BGC submitted proposal to purchase the property and execute the attached contract.

ITEM SUMMARY: *Consideration Re: 935 S. Adelle Ave. Property Sale*

TO: Spring Hill Community Redevelopment Authority

FROM: Joe Sullivan, Chief Professional Officer

RE: Donation of Buildings & Grounds to the Boys & Girls Club

DATE: July 20, 2023



BOYS & GIRLS CLUBS
OF VOLUSIA/FLAGLER COUNTIES

101 N. Woodland Blvd. #400
DeLand, FL 32720
(386) 734-0555
www.bgcvcf.org

Our Boys & Girls Clubs of Volusia/Flagler Counties established a new Club in Spring Hill back in 1999 at the pastor's residence, 462 Green Street, of the African Methodist Episcopal Church. Reverend Carl F. Brinkley, the pastor at the Church, wanted to partner with us as he saw the tremendous needs of the youth and the community. At this time, Reverend Brinkley was also Director of the Daytona Beach Public Housing Authority where a new Club site was established the previous year. He again put up a sign, before we had an agreement, that this was the future home of the Spring Hill Boys & Girls Club.

We mobilized our volunteers, staff, and Board members to clean up the grounds (part of the area was a dump where refuse was burned). Volusia County agreed to invest Community Development Block Grant (CDBG) funds to renovate the facility, that was built in 1930, so that it could be safely occupied. From there our organization raised \$30,000 in 2004 to build a pavilion behind the 800 square foot Club site. After which Volusia County next put a park right across the street from our Club which is a tremendous amenity and we still use daily. In 2007 we entered into an agreement to utilize the AME church facility which added more indoor program space for tutoring and mentoring.

Next, Congressman John Mica entered the picture and wanted to help us to build a new building as he had done in Seminole County for the Boys & Girls Club. As an organization the Boys & Girls Club committed to raise \$190,000 toward the purchase price of the property in Spring Hill. The property was then given to the CRA so we would be eligible for a \$250,000 HUD grant where the property had to be owned by a local government entity. A new Learning Center was built and opened in April of 2013.

Finally, we realized that we would be unable to continue to utilize the pasturage except for storage. Our Club Director, Althea "The Beautiful" Ross-Chavers, has led this Club for the past 22 years and is the main reason we have been able to generate so much support and appreciation for what we do. She has been on the front lines for all this time changing and saving lives and her one great regret is that often times kids drift away from the Club as they get older and head down the wrong road. As she gets ready to eventually retire her greatest wish was to have a place to keep the teens involved with the Club and on the right track. We surprised her on October 19, 2022 by kicking off our campaign to build the Althea "The Beautiful" Ross-Chavers Teen Center. Since then we have nearly \$500,000 in pledges and donations and have applied for CDBG funds for \$573,025. Our organization was established by building public/private partnerships and hope this donation will be approved. If you have any questions please contact me at (386) 734-0555 or my cell phone (386) 747-3414. Thank you.

Executive Committee

- Jenae Matthews
President
- Jaime Bracero
President Elect
- Joe Hearn
Past President
- Colleen Conklin
Vice President - Flagler
- Linda Webster
Vice President - Halifax
- Jason Larkin
Vice President - Southeast Volusia
- Matt Gurnow
Vice President - West Volusia
- Vinny Sagrani / Mike Shayeson
Vice Presidents - Operations
- Lynn Byrne / Rafael Ramirez
Vice Presidents - Community Relations
- Charlene Greer / Linda Paul
Vice Presidents - Resource Development
- Vernon Burton / Barb Girtman
Vice Presidents - Government Relations
- Stan Demboski / Chris Perkins
Vice Presidents - Planned Giving
- Ron Nowviskie
Treasurer
- Brian Bowler
Vice Treasurer

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| Krissy Chalk | Karen Spraker |
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| Judy Conte | Billie Wheeler |
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| Oretha Bell | Philip Rhodes |
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Chief Executive Officer

Joseph D. Sullivan

SUBMIT TO:

CITY OF DELAND
FINANCE DEPT., 2ND FLOOR
PURCHASING COORDINATOR
120 SOUTH FLORIDA AVENUE
DELAND, FLORIDA 32720

REQUEST FOR PROPOSAL

CONTACT:

Corey McMillen
mcmillenc@deland.org
purchasing@deland.org

PHONE:

386-626-7078

RFP-23-04

SUBMITTALS RECEIVED AFTER SPECIFIED DATE AND TIME WILL NOT BE CONSIDERED

RFP TITLE: Land Parcel Lease

SUBMITTAL DEADLINE:

July 20, 2023 @ 3:00 P.M.

PRE-PROPOSAL CONFERENCE DATE, TIME AND LOCATION: N/A

PROPOSAL BOND REQUIRED: N/A

RESPONDENT NAME: Boys & Girls Clubs of Volusia/Flagler Counties

FEDERAL ID # OR SOCIAL SECURITY #: 59-3158162

MAILING ADDRESS: 101 North Woodland Blvd Suite 400

TELEPHONE #: 386 734-0555

CITY – STATE – ZIP: DeLand - Florida - 32720

FAX #: 386 738-2140

X



AUTHORIZED SIGNATURE

EMAIL: jsullivan@bgcvfc.org

Title Chief Professional Officer

Printed Name: Joseph Sullivan

Date: July 14, 2023

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of DeLand all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the City of DeLand. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

GENERAL CONDITIONS AND INSTRUCTIONS

****PLEASE READ CAREFULLY****

SUBMISSION OF OFFERS: All offers shall be submitted in a sealed envelope or package. The invitation numbers, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the receptionist located on the 2nd floor of City Hall prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received after the specified date and time will not be considered.

Responses shall be submitted on forms provided by the City. Additional information may be attached to the submittal. Facsimile submissions are

NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

- EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.

information regarding proposals submitted will be made public until such time of intended award or thirty (30) days, whichever is earlier.

PUBLIC RECORD: The City of DeLand, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes.

TABULATION: This section intentionally left blank but the paragraph and heading has been preserved to maintain numbering.

CLARIFICATION/CORRECTION OF ENTRY: The City of DeLand reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.

INTERPRETATION/ADDENDA: Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

No interpretation shall be considered binding unless provided in writing by the City of DeLand in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response. Failure to acknowledge addenda may result in the offer not being considered.

INCURRED EXPENSES: This invitation does not commit the City to make an award nor shall the City be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.

PRICING: This section intentionally left blank but the paragraph and heading has been preserved to maintain numbering.

ADDITIONAL TERMS & CONDITIONS: The City of DeLand reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.

TAXES: The City of DeLand is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 85-8013842706C-2.

DISCOUNTS: All discounts, except those for prompt payment, shall be considered in determining the lowest net cost for evaluation purposes.

MEETS SPECIFICATIONS: The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.

SAMPLES: When required, samples of products shall be furnished with response to the City at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

GOVERNING LAWS: Any agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the City of DeLand, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.

ASSIGNMENT: Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the City.

CONTENT OF INVITATION/RESPONSE: The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS".

LIABILITY: The supplier/provider shall hold and save the City of DeLand, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the supplier/provider.

PATENTS, COPYRIGHT, AND ROYALTIES: The supplier/provider, without exception, shall indemnify and save harmless the City of DeLand, its officers, agents and employees, from liability of any nature or kind, including

or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the City of DeLand. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

21. **TRAINING:** Unless otherwise specified, suppliers/providers may be required at the convenience of and at no expense to the City to provide training to City personnel in the operation and maintenance of any item purchased as a result of this invitation.

22. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.

23. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use hereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

24. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City of DeLand by any other provision of the invitation/offer.

25. **AWARD:** As the best interest of the City may require, the City reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical basis and/or on a Citywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s), made as a result of this invitation, shall conform to applicable ordinances of the City of DeLand, Florida.

26. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/bidder being disqualified from doing business with the City for a period of time to be determined on a case-by-case basis.

27. **UNIT PRICING:** For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matters; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

28. **INSURANCE:** Vendor/Contractor shall defend, indemnify and hold harmless the City of DeLand from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions (including attorneys' fees), of whatsoever kind or nature arising out of or in any way arising out of the agreement or any act or omission of Vendor/Contractor or its agents, servants, employees, independent contractors, customers, patrons or invitees, unless such claims are as a result of the City's sole negligence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, a comprehensive public liability insurance policy issued by a responsible insurance company, and in a form acceptable to the City, protecting and insuring against all of the following: claims, demands, damages, fees, fines, penalties, suits, proceedings, actions, and costs of actions, etc. coverage limits of not less than \$1,000,000 for bodily injury to or death to one or more person(s), and \$1,000,000 for damage to any property, or a combined single limit of \$2,000,000 for any occurrence of bodily injury to persons or damage to property, which insurance shall be issued on the occurrence basis. This policy shall name the City of DeLand as additionally insured.

times during the term of this contract an automobile liability coverage policy with a minimum of a \$1,000,000 combined single limit per occurrence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, Worker's Compensation and Employer's Liability Insurance covering all the persons employed by the Vendor/Contractor in connection with this contract. Worker's Compensation shall be the Statutory Limits.

The Vendor/Contractor shall not commence work under this contract until he has obtained all insurance required and submitted proof thereof to the City's Risk Manager for approval. Certificates shall provide for thirty (30) day cancellation notice to the City. Referenced Certificate to be mailed to Risk Manager, City of DeLand, 120 South Florida Avenue, DeLand, Florida, 32720-5481.

The Vendor/Contractor shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirement for insurance contained herein.

Vendor/Contractor agrees that the City of DeLand will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the City's Risk Manager.

If the contract negotiated as a result of this RFP has different insurance requirements, the insurance requirements in such contract shall control.

DEFINITIONS:

CITY – The term "City" herein refers to the City of DeLand, Florida, and its duly authorized representatives.

OFFEROR - The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the City in response to this invitation.

BIDDER – The term "bidder" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

PUBLIC ENTITY CRIMES INFORMATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

PERMITS: Contractor shall be responsible for payment of all applicable permit fees.

PAYMENT: Payment will be made in accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes).

BONDING: See Section 13 of Draft Contract (Exhibit A)

AVAILABILITY OF FUNDS: A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles. The City's extended obligation on these contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriations for the following fiscal year.

E-VERIFY: In accordance with Florida State Law, Executive Order 11-116, any vendor or company that the City enters into contract with, or issues a purchase order, must utilize the E-Verify system.

INCONSISTENT TERMS IN RESULTING CONTRACT: In the event that the terms of any contract ultimately negotiated as a result of this RFP vary from any provision of this RFP, the terms of such contract shall control over the terms set forth in this RFP.

THE CITY OF DELAND RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

**LAND PARCEL LEASE
RFP-23-04
SPECIAL CONDITIONS**

1. INTRODUCTION/PURPOSE:

The real property located in the Community Redevelopment Area which was acquired by the Spring Hill Community Redevelopment Agency (CRA) and which the CRA proposes to sell, in a method which complies with the provisions of Section 163.380, *Florida Statutes*, is addressed as 935 South Adelle Avenue and is assigned Tax Parcel Identification Number: 702017030330 by the Volusia County Property Appraiser. The real property totals approximately .77 acre in size and is more specifically legally described as follows:

Lots 33, 34, 39, 40 and 41, Block C, YEMASSEE ADDITION, according to the plat thereof, as recorded in Map Book 9, Page 175, of the Public Records of Volusia County, Florida, constituting approximately .77 acre of real property.

The real property is subject to, and the sale of the real property will be subject to, a Lease, entered by the CRA in 2012 with the Boys & Girls Clubs of Volusia/Flagler Counties, Inc. The duration of the Lease is for a term of 60 years ending on April 17, 2072. During the term of the Lease the real property may be used solely for the purpose of operating a Boys Girls Club facility which is chartered by the Boys & Girls Club of America and for no other purpose whatsoever. The rent paid to the CRA under the Lease is the sum of \$1.00 per year.

The successful proposer would be obligated to assume the CRA's responsibilities under the provisions of the Lease and, if the successful proposer is a private person or entity, the real property would no longer be tax exempt for the purposes of the assessment of ad valorem taxes.

The CRA will make all pertinent information available to private redevelopers or any persons interested in undertaking to redevelop or rehabilitate the real property. Such information may be obtained by contacting the office of the Assistant City Manager for the City of DeLand, at 386-626-7000.

The CRA will consider all redevelopment or rehabilitation proposals and the financial and legal ability of the persons or entities making such proposals to carry them out and will negotiate for the purchase of the real property and determine whether it desires to accept a proposal as it deems to be in the public interest and in furtherance of the purposes of controlling State law.

This Request for Proposals is required to be given by the Spring Hill CRA Redevelopment Plan and by Florida Statute Section 163.380(3)(a).

2. PROPOSAL SUBMITTAL:

Proposals must be submitted no later than **3:00 P.M.** local time on **July 20, 2023**. One (1) paper copy marked "Original" must be provided, and must be accompanied by an equivalent electronic PDF file on a universal serial bus drive (USB). Sealed proposals must be clearly marked as follows:

"RFP-23-04, Land Parcel Lease" and returned to:

Purchasing Coordinator
DeLand City Hall, 2nd Floor
120 S. Florida Ave.
DeLand, FL 32720

All proposals received on or before the due date and time will be opened after **3:00 P.M.** local time on **July 20, 2023**, at which time, the names of the firms submitting proposals will be read. No details of the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after opening of the proposals, whichever occurs first, in accordance with Chapter 119.071 (1)(b)2, Florida Statutes.

Electronic submission is now available on VendorLink at www.myvendorlink.com (no charge to vendors, just need to register)

***Note:** Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your proposal only to the Purchasing Coordinator on the second (*2nd*) floor at the above address. **Firms submitting proposals are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Coordinator. Delivery via the USPS is at the Contractor's risk. To be considered, a proposal must be accepted by the Purchasing Coordinator no later than the RFP closing date and time.** If the proposal is delivered anywhere else, it may not reach the Purchasing Coordinator in time.

3. **INFORMATION OR CLARIFICATION:**

For information concerning procedures for responding to this proposal, contact Corey McMillen, Purchasing Coordinator at (386)-626-7078, or by email at mcmillenc@deland.org or purchasing@deland.org. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through the Purchasing Coordinator. No interpretation of the meaning of a proposal, any correction of any apparent ambiguity, inconsistency or error therein, will be made by any firm submitting a proposal orally. Every request for an interpretation of this RFP must be in writing addressed to the Purchasing Coordinator at 120 S. Florida Ave., 2nd Floor, DeLand, FL 32720, or emailed to the attention of Corey McMillen at mcmillenc@deland.org or purchasing@deland.org. To be given consideration, such requests must be received in writing no later than **July 13, 2023 @ 5:00 P.M.** All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal. Only the interpretation or correction so given by the Purchasing Coordinator in writing shall be binding.

Any addenda will be transmitted by written addendum through the Purchasing Coordinator. The City will not notify Contractors of addenda. It is the sole responsibility of the Contractor prior to submitting a proposal to verify receipt of all documents to include written addenda.

Proposals will be reviewed by the DeLand City Commission, which has the sole authority to make the final determination to award, revise, or reject a contract with the selected firm.

Rights to Submitting Material: All responses, inquiries or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the proposers will become the property of the City of DeLand.

Contract Negotiation: The City at its sole discretion, reserves the right to enter into contract negotiations with the highest ranked, responsive, responsible firm. If the City and said firm cannot negotiate a contract, the City may terminate said negotiations. No firm submitting a proposal shall have any rights against the City arising from such negotiations or termination thereof.

Required Proposal Forms:

- Signed Request for Proposals
- Acknowledgment of Terms, Conditions, and Addenda

**LAND PARCEL LEASE
RFP-23-04
ACKNOWLEDGMENT OF TERMS, CONDITIONS, AND ADDENDA**

ADDENDUM ACKNOWLEDGMENT:

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

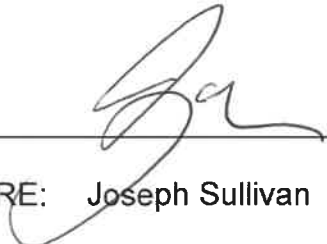
I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for RFP-23-04/Land Parcel Lease.

VENDOR NAME: Boys & Girls Clubs of Volusia/Flagler Counties

ADDRESS: 101 North Woodland Blvd. Suite 400 DeLand, Florida 32720

AUTHORIZED

SIGNATURE _____



PRINTED SIGNATURE: Joseph Sullivan

DATE: July 14, 2023

TELEPHONE#: (386) 747-3414

FAX #

EMAIL: jsullivan@bgcvfc.org

Commercial Contract

1 **1. PARTIES AND PROPERTY:** Boys & Girls Clubs of Volusia/Flagler Counties, Inc. ("Buyer")

2 agrees to buy and Spring Hill Community Redevelopment Agency ("Seller")

3 agrees to sell the property at:

4 Street Address: 935 S. Adelle Avenue, DeLand, FL 32720

6 Legal Description: Lot 33, 34, 39, 40 and 41, Block C, YEMASSEE ADDITION, according to the plat thereof, as recorded in Map Book 9, Page 175, of the Public Records of Volusia County, Florida.

8 and the following Personal Property: _____

10 (all collectively referred to as the "Property") on the terms and conditions set forth below.

11 **2. PURCHASE PRICE:** \$ 1.00

12 (a) Deposit held in escrow by: First Choice Title of Florida, LLC; Missy Elkins \$ 0.00
13 ("Escrow Agent") (checks are subject to actual and final collection)

14 Escrow Agent's address: 112 W. Indiana Ave., Ste. 102, DeLand, FL 32720 Phone: 386-878-2930

15 (b) Additional deposit to be made to Escrow Agent
16 within ___ days (3 days, if left blank) after completion of Due Diligence Period or
17 within ___ days after Effective Date \$ _____

18 (c) Additional deposit to be made to Escrow Agent
19 within ___ days (3 days, if left blank) after completion of Due Diligence Period or
20 within ___ days after Effective Date \$ _____

21 (d) Total financing (see Paragraph 5) \$ 0.00

22 (e) Other \$ _____

23 (f) All deposits will be credited to the purchase price at closing.
24 Balance to close, subject to adjustments and prorations, to be paid
25 via wire transfer. \$ 1.00

26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of
27 Buyer's written notice of acceptability.

28 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by Seller
29 and Buyer and an executed copy delivered to all parties on or before August 22, 2023, this offer
30 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be
31 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the**
32 **last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or**
33 **August 22, 2023**. Calendar days will be used when computing time periods, except time periods of 5
34 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
35 holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next
36 business day. **Time is of the essence in this Contract.**

37 **4. CLOSING DATE AND LOCATION:**

38 (a) **Closing Date:** This transaction will be closed on August 24, 2023 (Closing Date), unless
39 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods
40 including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in Volusia County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

~~**BUYER'S OBLIGATION:** On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____ % of the purchase price or \$ _____, with a fixed interest rate not to exceed _____ % per year with an initial variable interest rate not to exceed _____ %, with points or commitment or loan fees not to exceed _____ % of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:~~

~~**Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (15 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and **Broker** fully informed about loan application status and authorize the mortgage broker and lender to disclose all such information to **Seller** and **Broker**. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.~~

6. TITLE: **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty deed special warranty deed other Quit Claim Deed or Limited Special Warranty Deed, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) N/A

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as _____;

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) **Seller's** **Buyer's** expense and within _____ days after Effective Date or at least 2 days before Closing Date deliver to **Buyer** (check one) (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.

(b) Title Examination: ~~Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects.~~ Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within 1 days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

~~(i.) Seller will, within _____ days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:~~

~~_____ prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the date this Contract is terminated.~~

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

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

7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ 0.00 (1.5% of the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b))

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

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

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

145 Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the
146 Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a
147 result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that
148 **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

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

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

157 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
158 the norms where the Property is located.

159 **(a) Possession and Occupancy:** **Seller** will deliver possession and occupancy of the Property to **Buyer** at
160 closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks,
161 mailboxes, and security systems.

162 **(b) Costs:** **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing
163 statements and recording fees for the deed. ~~**Seller** will pay **Seller's** attorneys' fees, taxes on the deed and~~
164 ~~recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or~~
165 ~~prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.~~

166 **(c) Documents:** **Seller** will provide the deed; ~~bill of sale, mechanic's lien affidavit, originals of those assignable~~
167 ~~service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each~~
168 ~~service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its~~
169 ~~contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer,~~
170 ~~contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium~~
171 ~~documents, if applicable, assignments of leases, updated rent roll, tenant and lender cotoppels letters (if~~
172 ~~applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or~~
173 ~~**Buyer's** lender; assignments of permits and licenses, corrective instruments, and letters notifying tenants of the~~
174 ~~change in ownership/rental agent. If any tenant refuses to execute an cotoppels letter, **Seller**, if requested by the~~
175 ~~**Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will~~
176 ~~deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the~~
177 ~~appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the~~
178 ~~requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement,~~
179 ~~mortgages and notes, security agreements, and financing statements.~~

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

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

195 **(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA,
196 **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will
197 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

Buyer () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have 5 days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

~~**13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.~~

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

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

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

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

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17. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

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

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.

19. ASSIGNABILITY; PERSONS BOUND: This Contract ~~may be assigned to a related entity, and otherwise~~ is not assignable is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

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

21. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: NONE.

(Company Name) (Licensee)

(Address, Telephone, Fax, E-mail)

who is a single agent is a transaction broker has no brokerage relationship and who will be compensated by Seller Buyer both parties pursuant to a listing agreement other (specify) _____

(b) Buyer's Broker: NONE.

(Company Name) (Licensee)

(Address, Telephone, Fax, E-mail)

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

302 who is a single agent is a transaction broker has no brokerage relationship and who will be compensated by
303 **Seller's Broker** **Seller** **Buyer** both parties pursuant to an MLS offer of compensation other (specify)

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

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

- | | | |
|---|--|---|
| 315 <input type="checkbox"/> Arbitration | <input type="checkbox"/> Seller Warranty | <input type="checkbox"/> Existing Mortgage |
| 316 <input type="checkbox"/> Section 1031 Exchange | <input type="checkbox"/> Coastal Construction Control Line | <input type="checkbox"/> Buyer's Attorney Approval |
| 317 <input type="checkbox"/> Property Inspection and Repair | <input type="checkbox"/> Flood Area Hazard Zone | <input type="checkbox"/> Seller's Attorney Approval |
| 318 <input type="checkbox"/> Seller Representations | <input type="checkbox"/> Seller Financing | <input type="checkbox"/> Other _____ |

319 **23. ADDITIONAL TERMS:**

320 See attached Additional Terms Addendum.
321 _____
322 _____
323 _____
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329 _____

330 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
331 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
332 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
333 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
334 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
335 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**
336 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
337 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
338 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**
339 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**
340 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND**
341 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

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

346 **ATTENTION: SELLER AND BUYER**

347 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
348 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
349 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
350 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
351 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property
352 in violation of the Act.**

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

Boys & Girls Clubs of Volusia/Flagler Counties, Inc.

355 _____ Date: _____
(Signature of Buyer)

356 Joseph D. Sullivan Tax ID No.: 59-3158162
(Typed or Printed Name of Buyer)

357 Title: Chief Professional Officer Telephone: 386-734-0555

358 _____ Date: _____
(Signature of Buyer)

359 _____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

360 Title: _____ Telephone: _____

361 Buyer's Address for purpose of notice 101 N. Woodland Blvd., Suite 400, DeLand, FL 32720

362 Facsimile: _____ Email: jsullivan@bgcvfc.org
Spring Hill Community Redevelopment Agency

363 _____ Date: _____
(Signature of Seller)

364 Christopher M. Cloudman Tax ID No.: _____
(Typed or Printed Name of Seller)

365 Title: Chairman Telephone: _____

366 _____ Date: _____
(Signature of Seller)

367 _____ Tax ID No.: _____
(Typed or Printed Name of Seller)

368 Title: _____ Telephone: _____

369 Seller's Address for purpose of notice: 120 South Florida Ave., DeLand, FL 32720

370 Facsimile: _____ Email: _____

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

ADDITIONAL TERMS ADDENDUM

Seller and Buyer hereby agree to the following additional terms:

- 1) Seller shall convey title to subject property by way of Quit Claim Deed. In the alternative, if required for title insurance purposes, Seller will convey by way of a limited special warranty deed. Seller shall not otherwise be required to warrant title.
- 2) The current lease agreement between Seller and Buyer dated April 18, 2012 shall terminate upon closing and conveyance of the property from Seller to Buyer. Seller and Buyer will execute a Termination of Lease agreement at closing.
- 3) Buyer shall continue to use the property in substantial conformity with its current use as the Boys & Girls Clubs of Volusia/Flagler Counties, Inc. and in accordance with its purpose as the Boys & Girls Clubs of Volusia/Flagler Counties, Inc. for a period of not less than twenty (20) years from the date title is conveyed pursuant to this contract. Seller shall maintain a right of reverter should the property be used for any other purpose during this time. This right shall inure or be assignable to Seller, the Community Redevelopment Agency, or if the Community Redevelopment Agency ceases to exist during the term of the right of reverter, then to the City of DeLand and the County of Volusia as tenants in common. The parties hereto agree that this is a reasonable restriction and is part of the consideration for this transaction.
- 4) The right of reverter provided in section 3 above of this paragraph 23 shall further apply to any grantee or entity, individual or otherwise, to which Buyer may convey or transfer the subject property for a period of twenty (20) years from the date title is conveyed pursuant to this contract. A memorandum or other document evidencing this right of reverter shall be executed by Buyer and Seller and recorded at closing.
- 5) Buyer shall pay all closing costs. This shall include but not be limited to:
 - Documentary stamp taxes and surtax on deed, if any
 - Owner's Policy and charges
 - Title search charges
 - Municipal lien search
 - Recording fees for deed and any other document needed to clear title
 - Survey, if applicable
 - Buyer's inspections
 - Buyer's attorney's fees
 - All property related insurance