

**TOWN OF POMONA PARK  
SPECIAL TOWN COUNCIL MEETING  
JUNE 18, 2020 5:30 PM**

**VIA TELECONFERENCE. Call 1-888-204-5987 Access Code is 3674654#**

**PLEDGE TO FLAG**

**CALL MEETING TO ORDER AND WELCOME VISITORS - Please speak at full volume so everyone in the room can hear.**

**First reading for Ordinance 2020-5 - AN ORDINANCE OF THE TOWN OF POMONA PARK, FLORIDA AUTHORIZING THE MAYOR TO SIGN A DEED AND ANY OTHER DOCUMENTS NECESSARY, TRANSFERRING OWNERSHIP OF TOWN-OWNED PROPERTY.**

**Q & A / Comments / Announcements**

**ADJOURN**

NOTICE: If a person decides to appeal any decision made by the Town Council of Pomona Park with respect to ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. FL 286.0105

**PLEDGE OF CIVILITY**

We will be respectful of one another even when we disagree.

We will direct all comments to the issues.

We will avoid personal attacks.

## **ORDINANCE 2020-5**

### **AN ORDINANCE OF THE TOWN OF POMONA PARK, FLORIDA AUTHORIZING THE MAYOR TO SIGN A DEED AND ANY OTHER DOCUMENTS NECESSARY, TRANSFERRING OWNERSHIP OF TOWN-OWNED PROPERTY.**

**WHEREAS**, it has been discovered, and verified by a survey, that Perry Street is not physically located in the deeded right of way;

**WHEREAS**, the land owners have agreed that it is best to resolve the competing interest by the land owners agreeing to swap portions of their property for the purpose of resolving the conflict;

**WHEREAS**, the agreed swaps are set out in the map that is attached to this Ordinance as Exhibit A and the legal descriptions attached as Exhibit B. The Mayor is hereby authorized to execute those Quit Claim Deeds and any other documents necessary to effectuate the following:

- A) a portion of property located on Perry St., owned by Rebecca Krupski and Bryan K. Krupski (in GREEN), to be given to The Town of Pomona Park.
- B) a portion of property located on Perry St., owned by Hardware & Business Solutions, Inc. (in ORANGE), to be given to The Town of Pomona Park.
- C) a portion of property located on Perry St., owned by The Town of Pomona Park (in YELLOW), to be given to Hardware & Business Solutions, Inc..
- D) a portion of property located on Perry St., owned by Kelly L. Krupski (in BLUE), to be given to The Town of Pomona Park.
- E) a portion of property located on Perry St., owned by Hardware & Business Solutions, Inc. (in PINK), to be given to Rebecca Krupski and Bryan K. Krupski).

**NOW THEREFORE, BE IT ENACTED** by The Town of Pomona Park, Putnam County, Florida, that this Ordinance shall represent a land exchange in order for the Town of Pomona Park to receive the proper location for Perry Street Right of Way (ROW) and to accomplish land exchange to appease all parties involved:

#### **Section 1. Purpose**

- A) **THE PURPOSE IS TO GIVE THE TOWN OF POMONA PARK THE RIGHT-OF-WAY TO THE PHYSICAL LOCATION OF PERRY STREET AND GIVE ADJOINING LAND OWNERS PROPERTIES THAT ARE NOT BEING USED AS RIGHT-OF-WAY AND FRAGMENTS OF PROPERTIES THAT ARE SEPARATED BY PERRY STREET.**

**B) THE MAYOR IS HEREBY AUTHORIZED TO EXECUTE ANY DEEDS AND OTHER DOCUMENTS THAT ARE REASONABLY NECESSARY TO EXECUTE THE FOLLOWING TRANSFER OF PROPERTY:**

- a) a portion of property located on Perry St., owned by Rebecca Krupski and Bryan K. Krupski (in GREEN), to be given to The Town of Pomona Park.
- b) a portion of property located on Perry St., owned by Hardware & Business Solutions, Inc. (in ORANGE), to be given to The Town of Pomona Park.
- c) a portion of property located on Perry St., owned by The Town of Pomona Park (in YELLOW), to be given to Hardware & Business Solutions, Inc..
- d) a portion of property located on Perry St., owned by Kelly L. Krupski (in BLUE), to be given to The Town of Pomona Park.
- e) a portion of property located at 107 Perry St., owned by Hardware & Business Solutions, Inc. (in ORANGE), to be given to Rebecca Krupski and Bryan K. Krupski (in PINK).

**C) THE MAYOR IS HEREBY AUTHORIZED TO EXECUTE THE CONTRACT ATTACHED HERETO AS EXHIBIT C IN THE FURTHERANCE OF THE TRANSFER OF SAID PROPERTY.**

**THE MAYOR WILL NOT EXECUTE ANY DEEDS UNLESS ALL LAND OWNERS AGREE TO ALL SWAPS NECESSARY TO RESOLVE ALL ISSUES CONCERNING PERRY STREET.**

**Section 2. Severability**

Each phrase, sentence, paragraph, section or other provision of this Ordinance is severable from all other such phrases, sentences, paragraphs, sections and provisions. Should any phrase, sentence, paragraph, section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such declaration shall not affect any other portion or provision of this Ordinance.

**Section 3. Conflicts**

All Ordinances, or parts of Ordinances, in conflict herewith are hereby superseded or repealed to the extent of such conflict.

**Section 4. Effective Date**

This Ordinance will take effect immediately upon final passage as provided by law.

	YEAS	NAYS	ABSENT OR NOT VOTING
PASSED ON FIRST READING:	_____	_____	_____
<u>6/18/2020</u>			
PASSED ON SECOND READING:	_____	_____	_____
<u>6/29/2020</u>			

DULY ADOPTED AT A PUBLIC HEARING THE TWENTY NINTH DAY OF JUNE, 2020.

TOWN OF POMONA PARK

\_\_\_\_\_  
Mayor Joseph Svingala

APPROVED AS TO FORM:

Attest: \_\_\_\_\_  
Donna Fontana, Town Clerk

\_\_\_\_\_  
Craig Sherar, Town Attorney

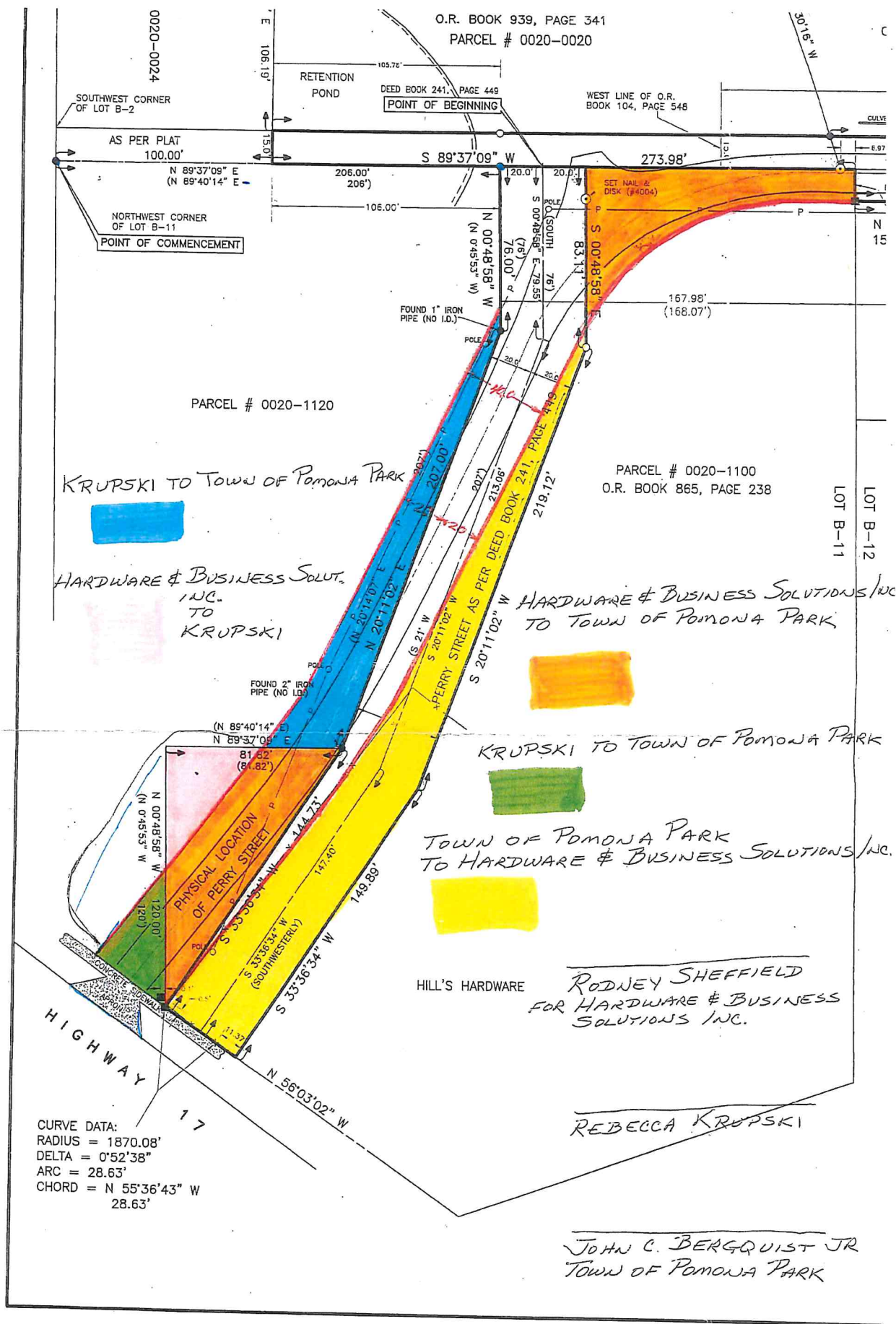


Exhibit A



# Exhibit B

## LEGAL DESCRIPTION: WRITTEN TO MATCH SKETCH

### HARDWARE & BUSINESS SOLUTIONS TO TOWN OF POMONA PARK #1

A PARCEL OF LAND LYING IN AND BEING A PART OF DIVISION "B" MAP OF POMONA PARK IN SECTION 32, TOWNSHIP 11 SOUTH, RANGE 27 EAST, PUTNAM COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD AT THE NORTHWEST CORNER OF LOT B-11 OF SAID DIVISION "B" AND RUN NORTH 89°37'09" EAST, ALONG THE NORTHERLY BOUNDARY THEREOF, 246.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM POINT OF BEGINNING THUS DESCRIBED CONTINUE NORTH 89°37'09" EAST, ALONG SAID NORTHERLY BOUNDARY, 128.05 FEET TO THE NORTHEAST CORNER OF SAID LOT B-11; THENCE SOUTH 00°22'49" EAST, ALONG THE EASTERLY BOUNDARY THEREOF, 15.00 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 89°37'09" WEST, PARALLEL WITH SAID NORTHERLY BOUNDARY OF LOT B-11, A DISTANCE OF 20.83 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 135.78 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF CURVE, 74.83 FEET AS MEASURED ALONG A CHORD HAVING A BEARING OF SOUTH 73°37'26" WEST TO THE BEGINNING OF A COMPOUND CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 102.86 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 50.08 FEET AS MEASURED ALONG A CHORD HAVING A BEARING OF SOUTH 43°32'17" WEST; THENCE NORTH 00°48'58" WEST, 71.70 FEET TO THE POINT OF BEGINNING AND TO CLOSE. CONTAINING 0.08 ACRES (3,650 SQUARE FEET)

### KRUPSKI TO TOWN OF POMONA PARK

A PARCEL OF LAND LYING IN AND BEING A PART OF DIVISION "B" MAP OF POMONA PARK IN SECTION 32, TOWNSHIP 11 SOUTH, RANGE 27 EAST, PUTNAM COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD AT THE NORTHWEST CORNER OF LOT B-11 OF SAID DIVISION "B" AND RUN NORTH 89°37'09" EAST, ALONG THE NORTHERLY BOUNDARY THEREOF, 206.00 FEET TO AN IRON ROD; THENCE SOUTH 00°48'58" EAST, 62.09 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 00°48'58" EAST, 13.91 FEET TO AN IRON PIPE; THENCE SOUTH 20°11'02" WEST, 207.00 FEET TO AN IRON ROD; THENCE SOUTH 89°37'01" WEST, 37.26 FEET TO A POINT LYING IN A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 589.23 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, 94.75 FEET AS MEASURED ALONG A CHORD HAVING A BEARING OF NORTH 30°14'53"

EAST, TO THE END OF SAID CURVE; THENCE NORTH 25°38'11" EAST, 140.42 FEET TO THE POINT OF BEGINNING AND TO CLOSE.  
CONTAINING 0.09 ACRES (3,730 SQUARE FEET)

HARDWARE & BUSINESS SOLUTIONS TO TOWN OF POMONA PARK #2

A PARCEL OF LAND LYING IN AND BEING A PART OF DIVISION "B" MAP OF POMONA PARK IN SECTION 32, TOWNSHIP 11 SOUTH, RANGE 27 EAST, PUTNAM COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD AT THE NORTHWEST CORNER OF LOT B-11 OF SAID DIVISION "B" AND RUN NORTH 89°37'09" EAST, ALONG THE NORTHERLY BOUNDARY THEREOF, 206.00 FEET TO AN IRON ROD; THENCE SOUTH 00°48'58" EAST, 62.09 FEET; THENCE SOUTH 25°38'11" WEST, 140.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 589.23 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, 94.75 FEET AS MEASURED ALONG A CHORD HAVING A BEARING OF SOUTH 30°14'53" WEST TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM POINT OF BEGINNING THUS DESCRIBED RUN NORTH 89°37'01" EAST, 37.26 FEET TO AN IRON PIPE; THENCE SOUTH 33°39'00" WEST, 144.77 FEET TO A CONCRETE MONUMENT ON THE NORTHEASTERLY BOUNDARY OF THE RIGHT-OF-WAY OF HIGHWAY 17; THENCE NORTH 00°48'56" WEST, 63.44 FEET; THENCE NORTH 38°44'43" EAST, 31.85 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 589.23 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, 39.95 FEET AS MEASURED ALONG A CHORD HAVING A BEARING OF NORTH 36°48'09" EAST TO THE POINT OF BEGINNING AND TO CLOSE.

CONTAINING 0.08 ACRES (3,622 SQUARE FEET)

HARDWARE & BUSINESS SOLUTIONS TO KRUPSKI

A PARCEL OF LAND LYING IN AND BEING A PART OF DIVISION "B" MAP OF POMONA PARK IN SECTION 32, TOWNSHIP 11 SOUTH, RANGE 27 EAST, PUTNAM COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD AT THE NORTHWEST CORNER OF LOT B-11 OF SAID DIVISION "B" AND RUN NORTH 89°37'09" EAST, ALONG THE NORTHERLY BOUNDARY THEREOF, 206.00 FEET TO AN IRON ROD; THENCE SOUTH 00°48'58" EAST, 62.09 FEET; THENCE SOUTH 25°38'11" WEST, 140.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 589.23 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, 94.75 FEET AS MEASURED ALONG A CHORD HAVING A BEARING OF SOUTH 30°14'53" WEST TO THE POINT OF BEGINNING OF

THIS DESCRIPTION. FROM POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, 39.95 FEET AS MEASURED ALONG A CHORD HAVING A BEARING OF SOUTH 36°48'09" WEST TO THE END OF SAID CURVE; THENCE SOUTH 38°44'43" WEST, 31.85 FEET; THENCE NORTH 00°48'56" WEST, 56.54 FEET; THENCE NORTH 89°37'01" EAST, 44.67 FEET TO THE POINT OF BEGINNING AND TO CLOSE.  
CONTAINING 0.03 ACRES (1,293 SQUARE FEET)

#### KRUPSKI TO TOWN OF POMONA PARK

A PARCEL OF LAND LYING IN AND BEING A PART OF DIVISION "B" MAP OF POMONA PARK IN SECTION 32, TOWNSHIP 11 SOUTH, RANGE 27 EAST, PUTNAM COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD AT THE NORTHWEST CORNER OF LOT B-11 OF SAID DIVISION "B" AND RUN NORTH 89°37'09" EAST, ALONG THE NORTHERLY BOUNDARY THEREOF, 206.00 FEET TO AN IRON ROD; THENCE SOUTH 00°48'58" EAST, 62.09 FEET; THENCE SOUTH 25°38'11" WEST, 140.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 589.23 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, 134.52 FEET AS MEASURED ALONG A CHORD HAVING A BEARING OF SOUTH 32°11'27" WEST TO THE END OF SAID CURVE; THENCE SOUTH 38°44'43" WEST, 31.85 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 00°48'58" EAST, 63.44 FEET TO A CONCRETE MONUMENT ON THE NORTHEASTERLY BOUNDARY OF THE RIGHT-OF-WAY OF HIGHWAY 17, SAID CONCRETE MONUMENT BEING IN A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1870.08 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE SAID NORTHEASTERLY BOUNDARY OF THE RIGHT-OF-WAY OF HIGHWAY 17, A DISTANCE OF 40.47 FEET AS MEASURED ALONG A CHORD HAVING A BEARING OF NORTH 54°33'18" WEST; THENCE NORTH 38°44'43" EAST, 51.24 FEET TO THE POINT OF BEGINNING AND TO CLOSE.  
CONTAINING 0.02 ACRES (1,038 SQUARE FEET)

#### TOWN OF POMONA PARK TO HARDWARE & BUSINESS SOLUTIONS

A PARCEL OF LAND LYING IN AND BEING A PART OF DIVISION "B" MAP OF POMONA PARK IN SECTION 32, TOWNSHIP 11 SOUTH, RANGE 27 EAST, PUTNAM COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD AT THE NORTHWEST CORNER OF LOT B-11 OF SAID DIVISION "B" AND RUN NORTH 89°37'09" EAST, ALONG THE NORTHERLY BOUNDARY THEREOF, 246.00 FEET; THENCE SOUTH 00°48'58"



EAST, 71.70 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 00°48'58" EAST, 11.41 FEET TO AN IRON ROD; THENCE SOUTH 20°11'02" WEST, 219.12 FEET; THENCE SOUTH 33°36'34" WEST, 149.93 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY OF HIGHWAY 17; THENCE NORTH 56°03'02" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY OF HIGHWAY 17, A DISTANCE OF 11.53 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1870.08 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHEASTERLY RIGHT-OF-WAY OF HIGHWAY 17, A DISTANCE OF 28.57 FEET AS MEASURED ALONG A CHORD HAVING A BEARING OF NORTH 55°36'46" WEST, TO A CONCRETE MONUMENT; THENCE NORTH 38°27'23" EAST, 80.76 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 629.23 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, 143.65 FEET AS MEASURED ALONG A CHORD HAVING A BEARING OF NORTH 32°11'27" EAST, TO THE END OF SAID CURVE; THENCE NORTH 25°38'11" EAST, 142.52 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 102.86 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, 6.84 FEET AS MEASURED ALONG A CHORD HAVING A BEARING OF NORTH 27°32'32" EAST TO THE POINT OF BEGINNING AND TO CLOSE.

CONTAINING 0.20 ACRES (8,652 SQUARE FEET)

# Exhibit C

## **AGREEMENT FOR THE EXCHANGE OF REAL PROPERTIES**

This AGREEMENT FOR THE EXCHANGE OF REAL PROPERTIES ("Agreement") is entered into among, KELLY KRUPSKI, ("Kelly"), whose address is 107 Perry Street, Pomona Park, Florida 32181, REBECCA KRUPSKI and BRYAN K. KRUPSKI ("Rebecca and Bryan"), whose address is 1762 South Highway 17, Pomona Park, Florida 32181, THE TOWN OF POMONA PARK, FLORIDA ("Pomona"), whose address is 1775 South Highway 17, PO Box 518, Pomona Park, Florida 32181 and HARDWARE & BUSINESS SOLUTIONS, INC. ("Hardware"), whose address is 1764 South Highway 17, Pomona Park, Florida 32181, all of which are collectively sometimes referred to as ("the Parties");

WHEREAS, it has been determined by survey that Perry Street is not physically located in the deeded right of way;

WHEREAS, the Parties hereto have agreed to resolve the conflict, which has arisen by the improper placement of Perry Street;

WHEREAS, the Parties hereto are desirous of exchanging real property owned or titled in their respective names as is hereinafter set forth;

NOW THEREFORE, based upon the mutual promises of the Parties to exchange real property as described herein, and other good and valuable construction, the delivery and receipt and sufficiency which is acknowledged by the Parties hereto;

Therefore, the Parties agree as follows:

1. Attached hereto is a color-coded portion of a survey map depicting the manner in which the Parties shall exchange the property owned by or titled in their name.
2. The Parties have agreed to and shall exchange real properties owned or titled by them as follows:
  - A. A portion of property located on Perry Street, owned by Rebecca and Bryan (in GREEN), to be deeded to Pomona.
  - B. A portion of property located on Perry Street, owned by Hardware (in ORANGE), to be deeded to Pomona.
  - C. A portion of property located on Perry Street, owned by Pomona (in YELLOW), to be deeded to Hardware.
  - D. A portion of property located on Perry Street, owned by Kelly (in BLUE), to be deeded to Pomona.
  - E. A portion of property located on Perry Street, owned by Hardware (in PINK), to be deeded to Rebecca and Bryan.
3. Hardware shall order, within Ten (10) days prior to closing of this Agreement, Owner's Title Insurance Policy for the real property being conveyed by Pomona to Hardware and upon receipt of which shall provide a copy of the policy to Pomona. Upon receipt of the Title Binder, Hardware shall have Ten (10) days to signify willingness to accept same, whereupon the

transaction shall be concluded on the closing date specified below. If title is not acceptable to Hardware, Hardware shall notify Pomona of the title defect and Pomona shall, without expending any funds, provide reasonable assistance in curing said defect, but shall not be required to cure said defect. If the defect cannot be cured, or Pomona elects not to cure the defect, Pomona shall notify Hardware that the title will not be cured, at which time Hardware may conclude the transaction with the defect or terminate this transaction, at which time this Agreement shall be deemed to have no force and effect.

4. Hardware may order an ALTA survey of the real property depicted in paragraph 1 above and copies be delivered to the Parties. If the survey shows any encroachments on the property, the respective owner shall, without the expenditure of any funds, provide reasonable efforts to cure said defect(s). Upon receipt of written notice from the recipient of the real property, without the expenditure of any funds, provide reasonable efforts to cure said defect(s). Should the current property owner be unable to cure said defect, then the recipient may elect to complete this transaction with said defect or elect to terminate this transaction, at which time this Agreement shall be deemed to have no force and effect.

5. The closing date of this transaction shall be July \_\_\_\_, 2020 or such other date agreed to by the Parties.

6. At the closing, Hardware shall pay to Rebecca and Bryan the sum of SEVEN THOUSAND DOLLARS AND NO/100 (\$7,000.00). No other consideration shall be paid by any of the Parties.

7. The Agreement shall inure to the representative heirs, administrators, successors and assigns of the Parties hereto.

8. Pomona shall pay ONE HUNDRED SEVENTY-FIVE DOLLARS AND NO/100 (\$175.00) toward the cost of the survey. Hardware shall pay for the cost of its Fee Title Insurance Commitment and Policy and the balance of the survey costs. Each Party shall pay their respective attorney's fees. Each Party shall pay for the documentary stamps on its deed and recording fees.

9. This Agreement shall not be assigned to any third party.

10. All conveyances shall be made by Quitclaim Deed free and clear of all encumbrances and liens whatsoever except for ad valorem taxes for the year 2020.

11. If for any reason, other than the failure of the Parties to deliver marketable title or cure a survey defect subject to the provisions of this Agreement set forth above, if any Party fails, neglects or refuses to perform this Agreement, the remaining Parties may seek specific performance.

12. The legal descriptions to be exchanged are contained in Exhibit A attached hereto. Should the legal description determined by the survey be any different from the legal description described in Exhibit A that legal description shall be the legal description included in the General

Warranty Deed conveying title to the Parties.

13. The closing of this Agreement is contingent upon all Parties fulfilling the terms of this Agreement.

14. This contract constitutes the entire Agreement among the Parties and any changes, amendments or modifications hereof shall be null and void unless same is reduced to writing and signed by the Parties hereto.

This Agreement is executed by the Parties on the date next to their respective signatures.

THE TOWN OF POMONA PARK, FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Joseph Svingala

\_\_\_\_\_  
Witness

Its: Mayor

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

HARDWARE & BUSINESS SOLUTIONS, INC.

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Rebecca Krupski

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Bryan Krupski

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kelly Krupski

\_\_\_\_\_  
Witness

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of June, 2020, by JOSEPH SVINGALA, the Mayor of THE TOWN OF POMONA PARK, FLORIDA, who is ☐ personally known to me or who ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature  
My Commission Expires: \_\_\_\_\_  
[Notary Seal]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of June, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of HARDWARE & BUSINESS SOLUTIONS, INC., who is ☐ personally known to me or who ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature  
My Commission Expires: \_\_\_\_\_  
[Notary Seal]



STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of June, 2020, by REBECCA KRUPSKI, who is ☐ personally known to me or who ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature  
My Commission Expires: \_\_\_\_\_  
[Notary Seal]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of June, 2020, by BRYAN KRUPSKI, who is ☐ personally known to me or who ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature  
My Commission Expires: \_\_\_\_\_  
[Notary Seal]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of June, 2020, by KELLY KRUPSKI, who is ☐ personally known to me or who ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature  
My Commission Expires: \_\_\_\_\_  
[Notary Seal]