



CITY OF MOUNT DORA

City Hall
510 N. Baker St.
Mount Dora, FL 32757

Honorable Catherine T. Hoechst
Mayor

Harmon Massey
Vice Mayor

Councilmember Pamela Burtnett
District 1

Councilmember Cal Rolfson
District 2

Councilmember Austin Guenther
District 3

Councilmember Marc Crail
District 4

Councilmember Doug Bryant
At-Large

COMMUNITY REDEVELOPMENT AGENCY BOARD

October 19, 2021 at 5:30 PM

City Hall Board Room, 510 N Baker Street

AGENDA

CALL TO ORDER:

DISCUSSION ITEMS

1. Request approval of the Commercial Visual Improvement Grant Agreement with The Shamrock Building, LLC, related to the property located at 104 West Fifth Avenue

OTHER BUSINESS

ADJOURNMENT

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE AT THIS MEETING WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, SUCH PERSON MAY NEED A RECORD OF THESE PROCEEDINGS. FOR SUCH PURPOSE, A PERSON 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. VERBATIM RECORD WILL NOT BE PROVIDED BY THE CITY OF MOUNT DORA.

NOTICE: IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT JESSICA BURNHAM, CITY CLERK, AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS. TELEPHONE (352) 735-7126 FOR ASSISTANCE. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS, (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 19, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

Charles F. Revell

SUBJECT: Request approval of the Commercial Visual Improvement Grant Agreement with The Shamrock Building, LLC, related to the property located at 104 West Fifth Avenue

Introduction:

Request approval of the Commercial Visual Improvement Grant Agreement for 104 West Fifth Avenue.

Discussion:

CRA Resolution 2018-37, created the Commercial Visual Improvement Program (CVIP) consistent with the CRA Redevelopment Plan of 2019 to provide facade grants to commercial buildings within the CRA. This program provided a 50% match for exterior renovations with a maximum grant award per property of \$10,000. The owners of the Shamrock Building (southwest corner of 5th and Donnelly) have applied for a CVIP Grant to complete the renovations to this historic building. The Shamrock Building is located at 104 W. Fifth Avenue.

The owners have recently painted the building and upgraded the air conditioning system within the building. During this process they learned the second floor windows had become deteriorated and with minimal energy efficiency and needed to be replaced. The window replacements, which are a "like for like" replacement, have been approved administratively through the normal permitting process. This project totals \$29,116.00 which makes it eligible for the maximum grant award of \$10,000. This project is consistent with the intent, goals and objectives of the CVIP Grant and the CRA Redevelopment Plan.

Budget Impact:

\$10,000: GL 117-5151-583.00-00 current fund balanced of \$125,000

Strategic Impact:

Goal 1: Economic Development

Recommendation Approval of Commercial Visual Improvement Grant Agreement for 104 W. Fifth Avenue

Attachment(s):

1. Attachment #1 CVIP App 104 West 5th Ave
2. CRA Grant Agreement.Mount Dora Shamrock.SGS-1

Prepared by: Adam Sumner, CRA Administrator

Reviewed by: Vince Sandersfeld, Planning and Development Director
Sherry Sutphen, City Attorney
John McKinney, Finance Director
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 10/7/2021

Approved - 10/13/2021

Approved - 10/14/2021

Approved - 10/14/2021

Approved - 10/14/2021

Final Approval - 10/14/2021

**Commercial Visual Improvement Program Application
City of Mount Dora Community Redevelopment Agency**

APPLICANT INFORMATIONApplicant's Name: Greg Shamrock + Leslie CampioneApplicant's Corporate Name: The Shamrock Building, LLCApplicant's Corporate Business Address: 22515 LK Seneca Rd, EUSTIS FL 32736Name of Business at Project Address: Berkshire Hathaway Real EstateApplicant's City of Mount Dora Business Tax Receipt #: Applicant is a building owner only + does not have a Business TAX Receipt #Federal Tax ID Number or Social Security Number: Applicant's EIN 85-1274112Applicant's Phone Numbers: 352-455-4633 Business 352-383-9020 CellApplicant's Email Address: Campione.law@comcast.netIs Applicant the property owner or a tenant proposing the façade improvements? X OwnerTenant the applicant is the owner of the building**PROPERTY INFORMATION**Property Owner's Name: The Shamrock Building, LLC c/o Greg Shamrock or Leslie CampioneProperty Owner's Mailing Address: 22515 Lake Seneca Road, EUSTIS, FL 32736Property/Project Address: 104 West 5th Avenue, Mount Dora FL 32757AltKey Number(s): 1465419Name of Tenant(s): Berkshire Hathaway Real EstateLease Expiration Date: _____ Option to Extend: X Yes ___ No How Long: 4 YearsProperty Manager: Ginger Griffin Phone: 352-516-2276 Email: _____
(Tenant) 352-729-73251. Is the proposed project located in the current CRA? _ Yes X NoTotal Applicant Funds: \$19,116.00 Total Anticipated Grant Request: \$10,000.00Total Cost
OF PROJECT: \$29,116.00

1. Please provide a description of Proposed Improvements. **Please attach a site plan, renderings and/or elevations of the proposed improvements. (APPLICATIONS WILL NOT BE ACCEPTED WITHOUT RENDERINGS, SITE PLAN, AND/OR ELEVATIONS)**

Please see attached drawings for window replacement. No historical features are being modified. Windows are rotted and leaking. The new windows will be identical in appearance but will be more attractive as they will be in much better condition and freshly painted.

2. Please describe the extent to which the existing building or on-site improvements are substantially dilapidated.

Please see attached photo. All 3rd story windows have rotted wood (either the trim or windows themselves). This repair is critical to the integrity of this historical building.

3. Please describe how you propose to maximize the leveraging of Redevelopment Agency funds through the funds you intend to contribute and how there are no other reasonable means of financing available to fully fund the desired improvements.

The replacement of all upstairs windows is a very expensive endeavor. We could not afford to take this on unless we receive matching funds to assist us. We recently had to repair - Re-do the roof and AC system and our funds are depleted.

4. Please describe how you intend to maintain the improvements during the useful life of the improvements.

We will regularly clean and paint as needed, and make repairs as soon as they are indicated.

5. Current Number of Employees: Full-Time 1 Part-Time Contract 2
Number of Employees (Post Project Completion): Full-Time 1 Part-Time
Contract 2
Number of Construction Workers for Project: 3

Current and/or Projected Wages for Employees: (please attach as a spreadsheet

TOTAL PROJECT BUDGET (Estimated)

USE OF FUNDS (ACTIVITY)	SOURCE OF FUNDS	ESTIMATED COST
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
TOTAL PROJECT BUDGET		\$ 29,116.00

The rest of this page is intentionally left blank.

The Applicant acknowledges that the Visual Improvement Program (CVIP) will not pay for work, which has commenced prior to the award of a CVIP grant as evidenced by an executed CVIP Agreement. Any work started prior to the execution of the Agreement shall be the Applicant's responsibility. Furthermore, the Applicant acknowledges that the CRA Board must approve the application and a corresponding CVIP Agreement prior to the award of any CVIP grant. Applicant also acknowledges that it must expend its matching contribution prior to any reimbursement of Agency CVIP grant funds.

Applicant also acknowledges that it has received a copy of the "CRA Redevelopment Plan."

Kestie Campione

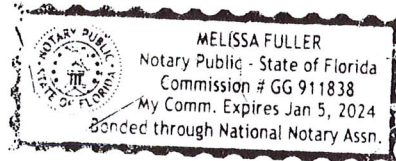
Signature of Applicant

9/22/21

Date

Notary

Melissa Fuller



ATTACHMENT "5"
CVIP Real Property Owner Consent

STATE OF FLORIDA }
} ss: COUNTY OF LAKE }

I, Gregory K. Shamrock owner and/or authorized representative of The Shamrock Building AltKey# _____, also commonly known as _____, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by The Shamrock Building, LLC the ~~tenant and/or business~~ owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Mount Dora will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the County Clerk of Courts Office of Lake County, Florida Records for a period of five years. The property owner and/ or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

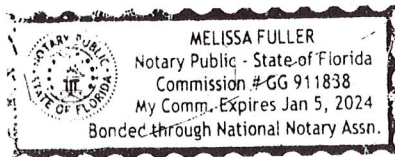
DATED this 23rd day of Sept. 2021. Authorized Signature: _____

SIGNED AND SWORN TO before me

this 23rd day of Sept. 2021, by Melissa Fuller

NOTARY PUBLIC

My Commission Expires:



Prepared by and return to:

Leslie Campione
Attorney at Law
Leslie Campione, P.A.
342 East Fifth Avenue
Mount Dora, FL 32757
352-383-9020
File Number: 20-074
Will Call No.:
Consideration: GIFT



[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 20th day of June, 2020 between KEITH J. SHAMROCK, Individually and as Trustee(s) of the KEITH J. SHAMROCK FAMILY TRUST dated April 4, 2005, joined by his spouse, Patricia B. Shamrock and PATRICIA B. SHAMROCK, Individually and as Trustee(s) of the PATRICIA B. SHAMROCK FAMILY TRUST dated April 12, 2005, joined by her spouse, Keith J. Shamrock whose post office address is Post Office Drawer 1840, Eustis, FL 32727-1840, grantor, and THE SHAMROCK BUILDING, LLC, a Florida limited liability company whose post office address is 22515 Lake Seneca Road, Eustis, FL 32736, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

That part of Lots 1 and 2 in Block 3 in Section 31, Township 19 South, Range 27 East, in the City of Mount Dora, Florida, according to the plat thereof as recorded in Plat Book 3, page(s) 37 to 43, inclusive, Public Records of Lake County, Florida, bounded and described as follows: Begin at the Northeast corner of said Lot 1 and run West 60 feet; thence South 40 feet; thence East 60 feet; thence North 40 feet to the Point of Beginning.

Parcel Identification Number: 291927-0030-00100

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

Subject to covenants, conditions, restrictions, easements, reservations and limitations of record, if any; however this reference shall not operate to reimpose the same.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2019.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

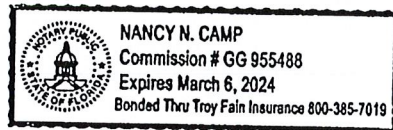
Rachel Camp
 Witness Name: Rachel Camp
Nancy N. Camp
 Witness Name: Nancy N. Camp

Keith J. Shamrock
 KEITH J. SHAMROCK, Individually and as Trustee
Patricia B. Shamrock
 PATRICIA B. SHAMROCK, Individually and as Trustee

State of Florida
 County of Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of February, 2021 by KEITH J. SHAMROCK as Trustee(s) of the KEITH J. SHAMROCK FAMILY TRUST dated April 4, 2005 and PATRICIA B. SHAMROCK as Trustee(s) of the PATRICIA B. SHAMROCK FAMILY TRUST dated April 12, 2005, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Nancy N. Camp
 Notary Public

Printed Name: _____

My Commission Expires: _____

State of Florida
 County of Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of June, 2020 by KEITH J. SHAMROCK as Trustee(s) of the KEITH J. SHAMROCK FAMILY TRUST dated April 4, 2005 and PATRICIA B. SHAMROCK as Trustee(s) of the PATRICIA B. SHAMROCK FAMILY TRUST dated April 12, 2005, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Nancy N. Camp
 Notary Public

Printed Name: _____

My Commission Expires: _____



Customer Name: ROBERT BELTON CONSTRUCTION

Address:

Phone:

Fax:

Customer Information:

Comments:

Project Name: OLD SHAMROCK BLDG

Quote Name: ROBERT BELTON CONST

Quote Number: 3637554

Order Date: Quote Not Ordered

PO Number:

ITEM & SIZES	LOCATION / TAG	PRODUCT DESCRIPTION	UNIT PRICE / EXTENDED PRICE
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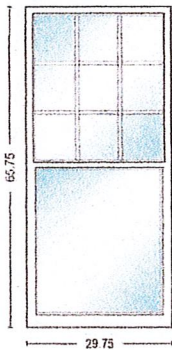
Line Item: 100-1

None Assigned

Quantity: 21

RO Size: 30.25" X 66.25"

Unit Size: 29.75" X 65.75"



*** PRODUCT ***

Row 1 3540 Single Hung - Vent - 1 Units - 29.75W x 65.75H

*** DIMENSIONS ***

29.75W x 65.75H

*** FRAME ***

South, Vinyl, Frame Type - Finless, Exterior Color - White

*** GLASS ***

Glazing Type - Insulated, Glass Tint - Clear, Low-E, Argon Gas, Glass Strength - DSB

*** GRILLES ***

Grille Type - GBG, Grille Thickness/Style - 5/8" Flat, Grille Pattern - Colonial

Top Glass: Grille Division Type - Custom, Number Wide - 3, Number High - 3

*** SCREEN ***

Screen - Half, Screen Mesh Type - Charcoal Fiber, Screens Packed Separately - Yes

*** WRAPPING ***

Extension Jambs - None

*** NFRC ***

Series 3540::SingleHung, U-Factor::0.3, SHGC::0.28, VT::0.5

*** Performance ***

Series 3540::SingleHung, Calculated Positive DP Rating::50.13, Calculated Negative DP Rating::50.13, DP Rule ID::3540 SH, Rating

Type::DesignPressure, Structural Rating::LC-PG35*, Water Rating::5.43, FL ID::17676, STC Rating::27, OITC Data::23

3540 Single Hung - Vent - CustomCustom





SHAMROCK BUILDING

Robert L. Belton, Inc.

CRC#032202

PROPOSAL

August 11, 2021

Real Living Good Neighbor Realty
100 W. 5th Avenue
Mount Dora, FL 32757

Job Address: 100 W. 5th Avenue, Mount Dora (Shamrock Bldg)

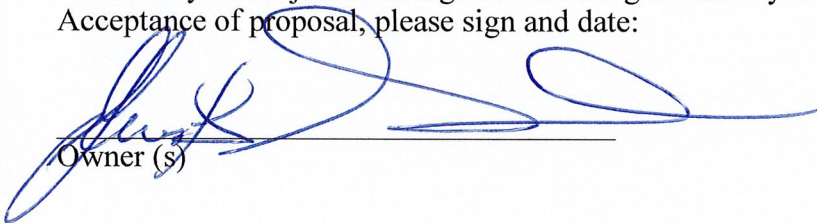
- Historical Committee and Permitting
- Replace 2nd floor windows with insulated vinyl (one over one) to match historical windows
- Painting interior trim

Material and labor \$29,116.00*

The above price*, specifications and conditions are hereby accepted.

*Price may be subject to change due to changes made by Owner or price increase of materials.

Acceptance of proposal, please sign and date:


Owner (s)

Date

9-23-21

Contractor

Date

7357 Chesterhill Circle, Mount Dora, FL 32757

352-267-4467

rbelton43@gmail.com

**CITY OF MOUNT DORA COMMUNITY
REDEVELOPMENT AGENCY
COMMUNITY VISUAL IMPROVEMENT PROGRAM AGREEMENT**

THIS AGREEMENT is made by and between the City of Mount Dora Community Redevelopment Agency, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CRA”, and The Shamrock Building, LLC, 104 West Fifth Avenue, Mount Dora, Florida 32757, hereinafter referred to as “GRANTEE”.

WITNESSETH

WHEREAS, pursuant to CRA Resolution 2018-37, the CRA created the Commercial Visual Improvement Grant Program (Program) consistent with the CRA Redevelopment Plan of 2019; and

WHEREAS, the purpose of the Program is to revitalize the community by helping to facilitate property renovation in the area; and

WHEREAS, the GRANTEE filed an application with the CRA, as required by the Program, seeking to renovate its property that is located within the boundaries of the CRA; and

WHEREAS, the CRA has determined that the application is complete and that the GRANTEE meets the requirements of the Program; and

WHEREAS, the CRA desires to provide funding to the GRANTEE pursuant to the Program as set forth hereafter.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. **RECITALS.**

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. **PROPERTY.**

The GRANTEE is the owner of that property located at 104 West Fifth Street, Mount Dora, Florida (Property). The Property is located within the City of Mount Dora Redevelopment Agency boundaries.

SECTION 3. **OBLIGATIONS OF THE PARTIES.**

A. GRANTEE

1. Within One Hundred Eighty (180) days after the execution of this Agreement, the GRANTEE must complete or cause to be completed the construction work on its project as set forth in the application approved by the CRA and/or the City of Mount Dora or any required City of Mount Dora permits (Project). Any and all Project documents submitted to the CRA and the City of Mount Dora are incorporated herein by this reference; however, in the event of a conflict between the terms and conditions of this Agreement and the Project documents, the terms and conditions of this Agreement shall prevail.
2. It is agreed and understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision and any and all other items or services, of any type whatsoever, which may be necessary to fully complete the Project.
3. It is agreed and understood that the GRANTEE and its contractor(s) shall be solely responsible for the means, methods, techniques, sequences, safety programs and procedures necessary to properly and fully complete the Project.
4. The GRANTEE expressly agrees and understands that neither the CRA nor the City of Mount Dora shall have any responsibility or liability, whatsoever, stemming from its agreement to provide partial funding for the Project.
5. The GRANTEE shall ensure that the Project is completed by contractor(s) who possess the required federal, state and local certifications and/or licenses, including a valid business tax receipt, or as otherwise required to successfully complete the Project.
6. The GRANTEE shall further ensure that the Project is completed in accordance with all laws, ordinances, judicial decisions, orders and regulations of any federal, state, county and municipal governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
7. Upon completion of the Project, the GRANTEE shall submit its certificate of occupancy, or other notice of Project completion, photos of the completed work, all invoices issued for the Project, proof of payment in full and any and all other reasonably requested documentation to the CRA.

8. The GRANTEE shall maintain, with no substantial changes, subject to normal wear and tear, the Project improvements for a period of at least five (5) years unless otherwise agreed to by the CRA. If the GRANTEE fails to maintain the Project improvements for a period of five (5) years, GRANTEE shall reimburse the CRA for all grant monies expended hereunder.
9. During construction of the Project, the GRANTEE shall maintain a sign on the property indicating sponsorship by the CRA and the City of Mount Dora pursuant to the Program.
10. At times relevant to this Agreement, the GRANTEE shall maintain general liability insurance, in amounts acceptable to the CRA, to protect the Property upon which the Project is being constructed.

B. CRA

1. Upon receipt of the appropriate documentation related to completion of the Project and proof of payment in full, the CRA shall determine the amount of the grant.
2. Within thirty (30) days after the grant amount has been determined, the CRA shall remit payment to the GRANTEE in an amount not to exceed Ten Thousand Dollars (\$10,000.00) for up to fifty percent (50%) of the total eligible construction costs.

SECTION 4. ERRORS IN DISBURSEMENT.

GRANTEE expressly understands and agrees that it will immediately reimburse the CRA for any amounts disbursed in error or are in excess of the grant amount permitted by the Program.

SECTION 5. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 6. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any

action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 7. **RELATIONSHIP OF THE PARTIES.**

This Agreement does not create or should in any way be construed as creating or establishing a partnership, joint venture or any other form of legal association between the parties, nor shall the GRANTEE be considered an agent or representative of the CRA or the City of Mount Dora for any purpose whatsoever.

SECTION 8. **INDEMNIFICATION.**

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the CRA or the City of Mount Dora, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, contractors, sub-contractors, representatives, volunteers, or the like stemming from the Program, the Project or this Agreement. The GRANTEE agrees to indemnify, defend and hold the CRA and the City of Mount Dora harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents, sub- contractors, representatives, volunteers, or the like through and including any appeals stemming from the Program, the Project or this Agreement. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 9. **BINDING EFFECT.**

This Agreement shall be binding upon and endure to the benefit of the parties hereto and their heirs, personal representatives, successors and/or assigns.

SECTION 10. **ASSIGNMENT.**

This Agreement shall only be assignable by the GRANTEE upon the express written consent of the CRA.

SECTION 11. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United

States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 12. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 13. **FORCE MAJEURE.**

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than the CRA, or any other cause or event beyond the control of and without the fault of either party. If such a force majeure event causes delay in the GRANTEE's completion of the Project, the City Manager may administratively extend the 180 (one hundred eighty) day completion requirement for a length of time not to exceed 30 (thirty) days. In the event an extension greater than 30 days is necessary, such an extension must be granted by the CRA governing board.

SECTION 14. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CRA and the GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CRA and the GRANTEE shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CRA: City of Mount Dora
 Community Redevelopment Agency
 Attn: City Manager
 510 N. Baker Street
 Mount Dora, Florida 32757

Copy to: Roper, P.A.
 Sherry G. Sutphen, Esquire
 2707 E. Jefferson Street
 Orlando, Florida 32801

GRANTEE: The Shamrock Building, LLC.
 22515 Lake Seneca Rd

SECTION 15. **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 16. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 17. **JOINT AUTHORSHIP.**

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 18. **ANTI-DISCRIMINATION.**

No discrimination based on race, religion, sex, age or national origin will be permitted or authorized by the CRA and/or the City of Mount Dora in connection with any aspect of the Program, the Project or this Agreement.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of ____, 2021.

**CITY OF MOUNT DORA
COMMUNITY
REDEVELOPMENT AGENCY**

CATHERINE T. HOECHST,
Chairman

ATTEST:

JESSICA BURNHAM
CITY CLERK

For the use and reliance of City of Mount Dora
CRA only. Approved as to form and legal
sufficiency.

Sherry G. Sutphen
City Attorney

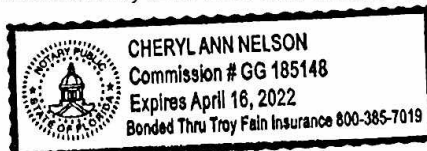
GRANTEE

Print: Gregory K. Shamrock
Title: Shamrock Building,
LLC, Managing Member

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Gregory K. Shamrock, as managing member, of Shamrock Building, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the corporation and who is personally known to me or who produced a driver's license as identification, and who did/did not take an oath this 13th day of October, 2021.

(SEAL) _____



Notary Public, State of Florida