



City of Mount Dora  
510 North Baker Street  
Mount Dora, Florida 32757  
352-735-7126

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## **Mount Dora Community Redevelopment Agency Governing Board**

**Mount Dora City Hall Board Room**

**510 North Baker Street, Mount Dora, Florida 32757**

**June 7, 2022 at 6:00 PM**

### **AGENDA**

#### **CALL TO ORDER**

#### **ROLL CALL**

#### **CONSENT AGENDA**

#### **ACTION ITEMS**

1. Request Approval of the Commercial Visual Improvement (CVIP) Program Agreement Between the City of Mount Dora Community Redevelopment Agency and Benjamin and Eve Passmore and Jeffery P. and Peggy L. Herbst Related to 405 S. Highland Street 2

#### **DISCUSSION ITEMS**

#### **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.



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

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**DATE:** June 7, 2022

**TO:** Honorable Mayor and City Council Members

**FROM:** Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

**SUBJECT:** Request Approval of the Commercial Visual Improvement (CVIP) Program Agreement Between the City of Mount Dora Community Redevelopment Agency and Benjamin and Eve Passmore and Jeffery P. and Peggy L. Herbst Related to 405 S. Highland Street

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**Introduction:**

This is a request for the CRA Governing Board to approve a Commercial Visual Improvement Program (CVIP) Grant Agreement for 405 S. Highland Street.

**Discussion:**

On May 15th, 2018, the CRA Governing Board approved the Commercial Visual Improvement Program (CVIP) under Resolution No. 2018-37 (CRA). A copy of the CVIP resolution and application are posted on the CRA homepage (<http://ci.mount-dora.fl.us/1074/Visual-Improvement-Program>). This is the second application requesting the CVIP program. The owner has requested a CVIP Grant of \$10,000 due to plans to spend at least \$35,000 on the exterior renovations to the building located at 405 S. Highland Street. The applicant has stated in the application the improvements include the following: Signage, lighting, exterior color scheme, landscaping, and wheel stops. These renovations meet the requirements of the program and make substantial improvements to the overall appearance of the property.

**Budget Impact:**

The total expected cost is \$10,000. There is currently \$74,114 allocated in the FY 21-22 budget for economic development incentives.

**Strategic Impact:**

Objective 1.3 attract new development

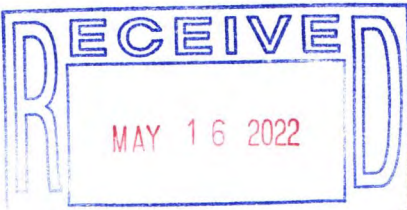
**Recommendation:**

Recommendation CRA Board to approve a Commercial Visual Improvement Program (CVIP) Grant Agreement for 405 S. Highland Street.

**Attachment(s):**

1. Attachment 1 405 S Highland St - application
2. Agreement.CVIP.Commercial Visual Improvement Program Grant for 405 S. Highland St.

Prepared by:	Faith Gibbs, Administrative Coordinator	
Reviewed by:	Adam Sumner, CRA Administrator	Approved - 5/17/2022
	Vince Sandersfeld, Planning and Development Director	Approved - 5/17/2022
	Rita Meade, Deputy Finance Director	Approved - 5/17/2022
	Sherry Sutphen, City Attorney	Approved - 6/1/2022
	Jessica Burnham, City Clerk	Approved - 6/2/2022
	Jeanann Hand, Deputy City Clerk	Approved - 6/2/2022
	Patrick Comiskey, City Manager	Final Approval - 6/3/2022



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

APPLICANT INFORMATION

Applicant's Name: BENJAMIN & EVE PASSMORE

Applicant's Corporate Name: EDEN ABBEY LLC

Applicant's Corporate Business Address: 405 S. HIGHLAND ST, MOUNT DORA

Name of Business at Project Address: EDEN ABBEY BREWING COMMUNITY

Applicant's City of Mount Dora Business Tax Receipt #: \_\_\_\_\_

Federal Tax ID Number or Social Security Number: 851331083

Applicant's Phone Numbers: 352 729 6698 ← Business (319) 471-6449 ← Cell

Applicant's Email Address: INFO@EDENABBEBREWING.COM

Is Applicant the property owner or a tenant proposing the façade improvements? \_\_\_ Owner

Tenant

PROPERTY INFORMATION

Property Owner's Name: JEFF HERBST

Property Owner's Mailing Address: 1237 Overlook Dr Mount Dora, FL 32757

Property/Project Address: 405 S. HIGHLAND ST

Alternate Key Number(s): \_\_\_\_\_

Name of Tenant(s): BEN & EVE PASSMORE; EDEN ABBEY BREWING COMMUNITY

Lease Expiration Date: 11/30/24 Option to Extend: X Yes \_\_\_ No How Long: \_\_\_ Years

Property Manager: JEFF HERBST Phone: (352) 978-0752 Email: PEGGY.SMITHHERBST@gmail.com

1. Is the proposed project located in the current CRA? ? Yes \_\_\_ No

Total Applicant Funds: \$15,000 Total Anticipated Grant Request: \$10,000

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)

WE WILL BE ADDING NEW SIGNAGE; IMPROVING LIGHTING; PAINTING EXTERIOR; CREATING A STONE ARCHWAY & DECORATIVE DOOR; ADDING FAUX STONE TO ENTRANCE, AND WOOD ACCENTS; IMPROVING LANDSCAPING (ADDING MORE GREEN); AND IMPROVING PARKING LOT (ADDING WHEEL STOPS/BARRIERS).

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

THE BUILDING IS CURRENTLY 4 DIFFERENT COLORS, AS IT PREVIOUSLY HOUSED 4 SEPARATE BUSINESSES. WE HAVE ACQUIRED 3 OF THESE 'STORE FRONTS', AND WILL BE UPDATING THEM TO MATCH, SO AS TO CLEARLY BE RECOGNIZABLE AS ONE BUSINESS.

- THE FADED/OUTDATED SIGNAGE WILL BE REPLACED.
- THE INSUFFICIENT LIGHTING WILL BE INCREASED TASTEFULLY.
- THE LANDSCAPING WILL BE ADDED TO, IN ORDER TO CREATE A MORE NATURAL AESTHETIC.
- THE PARKING LOT CURRENTLY HAS WHEEL STOPS ON ONLY HALF-- WE WILL ADD MORE TO MAKE PARKING SAFER.

3. Please describe how you propose to maximize the leveraging of Redevelopment Agency funds through the funds you intend to contribute. Also please provide evidence of funding for the entire project.

WE ESTIMATE A \$15-20,000.00 PRICE TAG ON OUR EXTERIOR  
IMPROVEMENT PROJECT.  
BY UTILIZING SKILLED LOCALS AND TEAM MEMBERS, WE WILL  
CREATE BUY-IN AND A SENSE OF PRIDE IN THE PROJECT.  
USING HIGH-QUALITY MATERIALS, WE EXPECT THE  
IMPROVEMENTS TO BE LONG-LASTING AND TO REFLECT  
OUR OWN COMMITMENT TO EXCELLENCE.

WITH THE HELP OF THIS GRANT, WE WILL BE ABLE TO PAY  
ATTENTION TO THE DETAILS THAT COMMUNICATE QUALITY,  
EXCELLENCE, AND BEAUTY... THREE THINGS THAT BOTH  
LOCALS AND TOURISTS ALIKE HAVE COME TO LOVE ABOUT  
MOUNT DORA.

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

AS WE ARE IN A LEASE-TO-OWN ARRANGEMENT WITH  
THE PROPERTY OWNER, WE SEE THIS BUILDING AND THIS  
TOWN AS OUR OWN. IT IS VERY IMPORTANT TO US  
THAT EVERYONE'S FIRST IMPRESSION IS GOOD, AND SO  
WE WILL CONTINUE TO MAINTAIN/UPKEEP THE EXTERIOR  
THROUGH REGULAR INSPECTION AND A DEDICATED BUDGET  
FOR IMPROVEMENTS/REPAIRS.

5. Current Number of Employees: Full-Time 1 Part-Time 1 Contract \_\_\_\_\_  
Number of Employees (Post Project Completion): Full-Time 4 Part-Time 6  
Contract 2  
Number of Construction Workers for Project: 2  
Current and/or Projected Wages for Employees: (please attach as a spreadsheet

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.*"

  
\_\_\_\_\_  
Signature of Applicant

MARCH 10, 2022  
\_\_\_\_\_  
Date

Notary

**TOTAL PROJECT BUDGET (Estimated)**

USE OF FUNDS (ACTIVITY)	SOURCE OF FUNDS	ESTIMATED COST
Exterior Painting		\$ 2145 <sup>00</sup>
Stone materials		\$ 3691 <sup>63</sup>
manufactured stone & sign		\$ 3859 <sup>00</sup>
Landscaping labor/materials		\$ 825 <sup>00</sup>
Labor for stonework		\$ 3358 <sup>00</sup>
Materials for applying stone		\$ 2451 <sup>00</sup>
		\$
		\$
<b>TOTAL PROJECT BUDGET</b>		<b>\$ 16329 <sup>63</sup></b>

The rest of this page is intentionally left blank.

Calida Properties and Investments, LLC  
 1317 Edgewater Drive #5514  
 Orlando, FL 32804 US  
 (949) 656-1989  
 info@calidaproperties.com  
 https://www.calidaproperties.com/

# CALIDA PROPERTIES

## Estimate

### ADDRESS

Eden Abbey Brewing  
 Community  
 405 S Highland St,  
 Mount Dora, FL 32757

ESTIMATE # 1012

DATE 04/22/2022

EXPIRATION DATE 05/20/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Tap Room</b>			3,358.00
	<b>Materials</b>			6,142.00
				- 3691
				<u>2451</u>
Tap Room Stone. Estimate good until 5/20/22	<b>TOTAL</b>			<b>\$9,500.00</b>

Accepted By

Accepted Date

We are using Calida Properties bid for stone work because the owners are good friends of ours and they've been a part of the planning process from our first incorporation. They give us a family discount. Also we attempted multiple times to arrange other stone workers and no one was available.

*Ben Remor*

**Calida Properties and Investments, LLC**  
 1317 Edgewater Drive #5514  
 Orlando, FL 32804 US  
 (949) 656-1989  
 info@calidaproperties.com  
 https://www.calidaproperties.com/

# CALIDA PROPERTIES

## Estimate

### ADDRESS

Eden Abbey Brewing  
 Community  
 405 S Highland St,  
 Mount Dora, FL 32757

ESTIMATE # 1011

DATE 04/22/2022

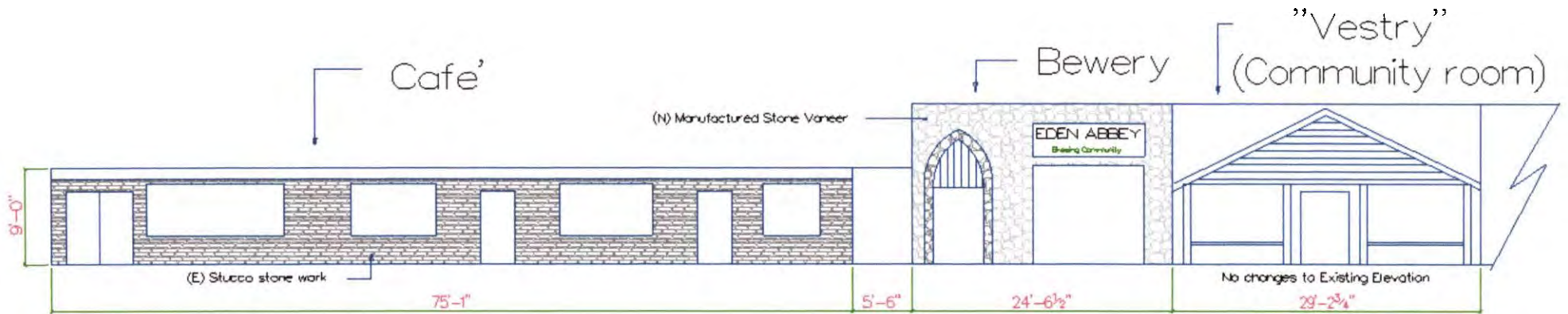
EXPIRATION DATE 05/20/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Exterior</b>			3,155.00
	Labor to power wash/brush exterior from front to right end of Vestry all the way around to (and including) the brew garden "Marlin" wall. Mask and paint all walls in a "Mortar" gray. Faux paint cafe's stucco stone to resemble natural stone.			
	<b>Materials</b>			1,095.00
	Materials purchased for project			
Exterior Clean and Faux Paint. Estimate good until 5/20/22.			<b>TOTAL</b>	<b>\$4,250.00</b>

Accepted By

Accepted Date

*Not using*



**Calida Properties and Investments, LLC**  
 1317 Edgewater Drive #5514  
 Orlando, FL 32804 US  
 (949) 656-1989  
 info@calidaproperties.com  
<https://www.calidaproperties.com/>

# CALIDA PROPERTIES

## Estimate

**ADDRESS**

Eden Abbey Brewing  
 Community  
 405 S Highland St,  
 Mount Dora, FL 32757

**ESTIMATE # 1014**

**DATE 05/03/2022**

**EXPIRATION DATE 05/13/2022**

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Outside Benches</b>			
	Replace all the wood members with treated yellow pine. Includes all new stainless steel bolts. Materials included.	3	275.00	825.00

We appreciate your business!

**TOTAL**

**\$825.00**

Accepted By

Accepted Date

**FRP Eden Abbey Door Sign  
Estimate**

**Summary**



<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Amount</u>
1 <b>Scope of Work</b>			
2 FRP Door Sign 3' x 5' x 3"	1	Total	2,516
<b>Pre-Construction / PM</b>			
3 Shop Drawings, Document Control			Included
4 General Conditions, Project Management and Supervision			Included
5 Use / Sales Tax (All materials, shop labor, equipment, subs)			Included
<b>Total</b>			<b>\$ 2,516</b>

*Sen Pena 5/9/22*

**FRP Door Surround  
Estimate**

**Summary**



<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Amount</u>
1 <b>Scope of Work</b>			
2 FRP Rockwork Door Surround	1	Total	1,343
3 Shop Drawings, Document Control			Included
4 General Conditions Project Management and Supervision			Included
5 Use / Sales Tax (All materials, shop labor, equipment, subs)			Included
<b>Total</b>			<b>\$ 1,343</b>

*Jan Brown 5/9/22*

Stone Pro LLC  
800 N Old US 23 Hwy  
Brighton MI 48114

04/21/2022

SALE Total: \$3,691.63

Visa  
xxxxxxxxxxxx6061

Exp. Date	xx / xx		
Entry Mode:	Keyed		
Name:	Benjamin Passmore		
Auth Code.	93166G	QuickBooks Trans. No.	89583
Trans. ID:	MQ0086308492	Merchant No.:	5247719977474858
Terminal ID:	-	AID	-

Thank you for your business

CUSTOMER COPY



**Stone Pro LLC**  
 800 N Old US 23 Highway  
 Brighton MI 48114  
 www.stoneprollc.com

# Invoice

Date	Invoice #
5/9/2022	99525

**PAID**  
**04/21/2022**

<b>Bill To</b> Cash - Florida ORLANDO Jeff Sanders (407) 353-9509	<b>Ship To</b>
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<b>Ordered By</b> Jeff	<b>Terms</b>	<b>P.O. No. / Project</b> Taproom Exterior Wall	<b>S.O. No.</b> 89583	<b>Entered By</b> Jacob
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Description	Ordered	Prev. I...	Invoiced	Rate	Amount
Provia Stone Terra Cut Frost Carton Flats (10 SFT/BX)	37	0	37	68.29	2,526.73T
Provia Stone Limestone Harbor Flats (10 SFT/BX)	7	0	7	65.21	456.47T
Spec Mix Stone Veneer Mortar Premium Blend VM-01	32	0	32	7.56	241.92T
Shipping/Freight Charge	1	0	1	225.00	225.00T
Material to be transferred Delivery to 405 South Highland Street, Mount Dora FL. 32757 Orlando remaining: 0 HPF Frost -15 HPF Harbor  Material needed ASAP					

				<b>Subtotal</b>	\$3,450.12
<b>Hartland Office</b>	<b>Grand Rapids Office</b>	<b>Indianapolis Office</b>	<b>Tampa Office</b>	<b>Sales Tax (7.0%)</b>	\$241.51
Phone: 810-632-9503 Fax: 810-632-9135	Phone: 616-285-6202 Fax: 616-285-5402	Phone: 317-288-9193 Fax: 317-288-9195	Phone: 813-626-6411 Fax: 813-626-6433	<b>Total</b>	\$3,691.63
*NO RETURNS, REFUNDS OR EXCHANGES UNDER ANY CIRCUMSTANCE* ALL QUANTITIES ARE THE RESPONSIBILITY OF THE PURCHASER STONE PRO GIVES NO WARRANTY EXPRESS OR IMPLIED. ANY AND ALL WARRANTIES ARE WITH THE MANUFACTURER EXCLUSIVELY. PURCHASER HOLDS STONE PRO LLC HARMLESS AND INDEMNIFIES THEM FROM ANY AND ALL CLAIMS.				<b>Payments/Credits</b>	-\$3,691.63
				<b>Balance Due</b>	\$0.00



**Eden Abbey Brewery**

**Date: 5/10/22**

**419 S. Highland Street**

**Mt. Dora, FL 32757**

**ATTN: Ben and Eve**

**Email: [info@edenabbeybrewing.com](mailto:info@edenabbeybrewing.com)**

**From: [amanda@kelleypsfl.com](mailto:amanda@kelleypsfl.com)**

**Subject: Eden Abbey Brewery**

Kelley Painting Services of Florida is pleased to submit the following *BUDGETARY* proposal to prime and paint this project above and Furnish all Labor, Materials and Equipment required to Prime and Paint.

**Exterior:**

**Included: All Yellow Brick/Stone on Front and side of Building.**

- **Soffit underneath (as white)- deduct \$450.00 if not necessary.**
- **From Corner of Yellow to parking lot on side of building.**
- **Limewash- Amanda will help get it going with Eve or Kristin. No Charge.**
- **Limewash mix product can be purchased thru Rombaio. I don't get a better discount.**
- **IF Amanda needs to help past "show and tell", Rate per hour is \$52.50/hr.**

**Kelley Painting Specifications: Walls: Sherwin Williams Exterior Duration- 2 Coats to cover the yellow to gray or black. Color & Sheen to be determined.**

***Exterior Base Price: \$2145.00***



This Instrument Prepared by  
and Return To:  
William Grant Watson, Esq.  
Stone and Gerken, P.A.  
4850 North Highway 19A  
Mount Dora, FL 32757

**MEMORANDUM OF LEASE AND PURCHASE OPTION**

**THIS MEMORANDUM OF LEASE AND PURCHASE OPTION** ("Memorandum"), is made and entered into this 2<sup>nd</sup> day of November, 2021, by and between **Jeffery P. Herbst and Peggy L. Smith-Herbst**, a Married Couple, whose address is 1237 Overlook Drive, Mount Dora, Florida 32757 (collectively referred to herein as the "Landlord") and **Eden Abbey LLC**, a Florida limited liability company whose address is 4290 W. Vista Court, Kissimmee, Florida 34746 (the "Tenant").

**WITNESSETH:**

**WHEREAS**, Landlord is the owner of certain real property located in Lake County, Florida, described more particularly as follows (the "Property"):

**SEE ATTACHED EXHIBIT "A"**

**WHEREAS**, Landlord and Tenant are parties to that certain Lease Agreement dated November 12, 2021, ("Lease"), wherein Landlord agreed to lease to Tenant and Tenant agreed to lease from Landlord a portion of the Property described as follows (the "Leased Premises"):

**403 AND 405 SOUTH HIGHLAND STREET, 888 LIBERTY AVENUE,  
PARCEL B, AND PARCEL C**

**WHEREAS**, the Lease also provides an option for Tenant to purchase the Property; and

**WHEREAS**, pursuant to Sections 11, 26, and 30(a) of the Lease, Landlord and Tenant desire to give record notice of the Lease and certain terms and conditions of the Lease.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations contained in the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby covenant, acknowledge and agree as follows:

1. **RECITALS.** The foregoing recitals are acknowledged as being true and correct and are incorporated herein by reference.

2. **TERM.** The initial term of the Lease shall be approximately thirty-six (36) months from December 1, 2021 and expires on November 30, 2024.

3. **LEASE PRIORITY.** The Lease is subordinate to any mortgages now on or hereafter placed upon the Leased Premises. Further, Tenant agrees to memorialize such subordination in writing if requested to do so by Landlord, provided that a non-disturbance agreement is entered into with such mortgagee.

4. **LIEN RIGHTS OF TENANT.** Pursuant to Florida Statutes 713.10, it is the agreement of Landlord and Tenant that Tenant shall have no power to subject Landlord's interest in the Property or Leased Premises to construction, labor, mechanic's, or materialmen's liens of any kind. This agreement is reflected in Sections 11 and 30(a) of the Lease. All persons performing work, labor, or supplying materials at the Leased Premises on behalf of Tenant or Landlord shall look solely to the interest of such party and not to that of the other party for sums owed.

5. **PURCHASE OPTION.** Pursuant to Section 26 of the Lease, Tenant has the right to exercise an option to purchase the Property that expires on November 30, 2024. If Tenant exercises the option to purchase then the closing date for consummation of the purchase will be thirty (30) days after Tenant provides notice of exercising the option, unless extended by mutual agreement of the parties.

6. **EFFECT OF MEMORANDUM.** All other terms, conditions, provisions and covenants of the Lease are hereby incorporated in this Memorandum by reference as though written out at length herein, and this Memorandum and the Lease shall be deemed to constitute a single instrument or document. This Memorandum is intended to give notice of the Lease. All rights and obligations of Landlord and Tenant documented herein are to be governed by and are not intended to alter, modify or amend the terms, covenants, conditions, limitations and restrictions contained in the Lease. In the event of a conflict between the information contained in this Memorandum and the terms and conditions of the Lease, the Lease shall prevail.

**IN WITNESS WHEREOF,** Landlord and Tenant have hereunto set their respective hands and seals as of the day and year first above written.

Signed, sealed and delivered

Witnesses:

Carrie L. Leavitt

Name: Carrie L. Leavitt

Robyn Sambor  
Name: Robyn Sambor

LANDLORD:

By: Jeffery P. Herbst  
Jeffery P. Herbst

Carrie L. Coaud

Name: Carrie L. Coaud

Robyn Sambor

Name: Robyn Sambor

By: Peggy L. Smith-Herbst  
Peggy L. Smith-Herbst

TENANT:

EDEN ABBEY, LLC

By: Benjamin Passmore  
Benjamin Passmore, Manager

Carrie L. Coaud

Name: Carrie L. Coaud

Robyn Sambor

Name: Robyn Sambor

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 12<sup>th</sup> day of November, 2021, by Jeffery P. Herbst, who is  personally known to me or  who produced the following identification: FL DL

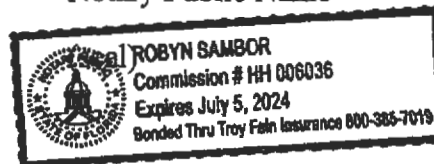
Robyn Sambor

Notary Public Signature

Robyn Sambor

Notary Public Name

My Commission Number:  
My Expiration Date:

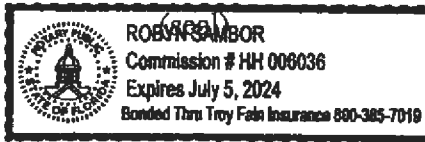


STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 12<sup>th</sup> day of November, 2021, by Peggy L. Smith-Herbst, who is  personally known to me or  who produced the following identification: FL DL

Robyn Sambor  
Notary Public Signature  
Robyn Sambor  
Notary Public Name

My Commission Number:  
My Expiration Date:

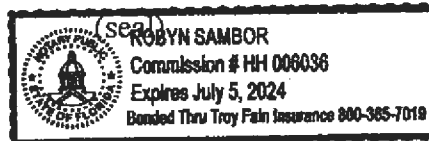


STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 12<sup>th</sup> day of November, 2021, by Benjamin Passmore, Manager of Eden Abbey, LLC, who is  personally known to me or  who produced the following identification: FL DL

Robyn Sambor  
Notary Public Signature  
Robyn Sambor  
Notary Public Name

My Commission Number:  
My Expiration Date:



**EXHIBIT "A"**  
**Legal Description of Property**

**Parcel A – 401, 403 and 405 South Highland Street, Mount Dora, Florida 32757, together with 888 Liberty Avenue, Mount Dora, Florida 32757 (Parcel ID 29-19-27-0050-358-00005)**

The South 61.2 feet of the North 94.6 feet of the East 90 feet of Block 358, Section 32, Township 19 South, Range 27 East, according to the map of the Town of Mount Dora, situated in Mount Dora, Lake County, Florida.

**PARCEL B – 419, 423 and 427 South Highland Street, Mount Dora, Florida 32757 (Parcel ID 29-19-27-0050-358-00004)**

Parcel No. 1: Beginning at the intersection of the South line of Block 358, Town of Mount Dora, Section 32, Township 19 South, Range 27 East, with the West right of way line of Highland Avenue; run thence North 82.5 feet for point of beginning; thence go West 67.5 feet; thence North 82.5 feet; thence East 67.5 feet to West right of way of Highland Avenue; thence South along said right of way line 82.5 feet to point of beginning; all according to Official Plat of said Town of Mount Dora, recorded in Plat Book 3, Pages 37 to 43, inclusive, Public Records of Lake County, Florida.

Parcel No. 2: Beginning at the intersection of the South line of Block 358, Town of Mount Dora, Section 32, Township 19 South, Range 27 East, with the West right of way line of Highland Avenue, run thence North 165 feet for point of beginning; run thence West 90 feet; thence North 50 feet; thence East 90 feet to West right of way line of Highland Avenue; thence South 50 feet to point of beginning; all according to Official Plat of said Town of Mount Dora, recorded in Plat Book 3, Pages 37 to 43, inclusive, Public Records of Lake County, Florida.

**PARCEL C – 430 South Highland Street, Mount Dora, Florida 32757 (Parcel ID 29-19-27-0050-359-00005)**

The South 40 feet of the North 160 of the West 140 feet of Block 359, in Section 32, Township 19 South, Range 27 East, according to the Official Map of the Town of Mount Dora, according to the map or plat thereof as recorded in Plat Book 3, Page 37, Public Records of Lake County, Florida; Also Described as Lot 4, in Block A, Peterson's Subdivision.

**PARCEL D – 955 East Sunset Court, Mount Dora, Florida 32757 (Parcel ID 29-19-27-0050-358-00011)**

That part of Block 358 in Section 32, Township 19 South, Range 27 East, in the City of Mount Dora, Florida, according to the Official Plat thereof recorded in Plat Book 3, Pages 37 through 43, inclusive, Public Records of Lake County, Florida, bounded and described as follows:

From the Southeast corner of the North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{3}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 32, run thence West 147.5 feet to the point of beginning of this description. From said point of beginning run North 82.5 feet; thence East 55 feet, thence South 82.5 feet; thence West 55 feet to the point of beginning.

That part of Block 358 of Section 32, Township 19 South, Range 27 East, Lake County, Florida, according to the Official Map of Mt. Dora, recorded in Plat Book 3, Pages 37 through 43 of the Public Records of Lake County, Florida, bounded and described as follows:

From the Southeast corner of the North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 32, Township 19 South, Range 27 East, said corner being in the centerline of Highland Street, run thence West 147.50 feet to the point of beginning; thence North parallel with the West right of way of Highland Street, 82.50 feet; thence West 25.0 feet; thence South 82.50 feet; thence East 25.0 feet to the point of beginning less the South 15.0 feet for roadway and also less any part thereof that might lie within the North 144.5 feet of said Block 358, subject to all easements, rights of way and restrictions of record.

## Gibbs, Faith

---

**From:** Benjamin Passmore <info@edenabbeybrewing.com>  
**Sent:** Friday, May 13, 2022 5:34 PM  
**To:** Gibbs, Faith  
**Subject:** Grant application picture for Eden Abbey

**\*\* This message originated outside of the City of Mount Dora network. Please think before you click. \*\***

---

Hi Faith,

It was a pleasure meeting you today. Please find attached the pics of the current exterior of the building. Each section is included in the bids for either stonework or painting.

Thank you.

Ben Passmore  
Eden Abbey Brewing









# Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above  
*Eden Abbey LLC*

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
*405 S Highland St.*

**6** City, state, and ZIP code  
*Mount Dora, FL 32757*

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-			-			
--	--	--	---	--	--	---	--	--	--

OR

**Employer identification number**

8	5	-	1	3	3	1	0	8	3
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ *Ben Brown* Date ▶ *May 12, 2022*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**LOCAL BUSINESS TAX**

Your Business Tax Receipt can now be paid online. Go to: [www.cityofmounddora.com](http://www.cityofmounddora.com) and click on "Online Bill Pay"

**City of Mount Dora  
510 N. Baker Street  
Mount Dora, FL 32757-0176  
Phone: (352) 735-7112**

**Online PIN:  
272CFDB**

**FEIN #: 851331083**

**VALID PERIOD: April 13, 2022 TO September 30, 2022**

**BUSINESS LOCATED: 405 S HIGHLAND ST**

**BUSINESS TAX NUMBER:**

**ISSUED TO:**

**22-00005311**

**EDEN ABBEY LLC  
405 S HIGHLAND ST  
MOUNT DORA, FL 32757**

**STATE LICENSE NUMBER(S):  
L20000148520**

<b>Fee Description:</b>	<b>Amount Billed:</b>	<b>Amount Paid:</b>
BUSINESS TAX RECEIPT FEE - AFTER APRIL 1ST	15.00	15.00
FIRE INSPECTION FEE	150.00	150.00

**Tax Fee Paid: \$165.00  
Amount Due: \$0.00**

**This is for your records - DO NOT PAY**

**LICENSE CATEGORY: RESTAURANT**

**THIS IS YOUR RECEIPT - PLEASE RETAIN FOR YOUR RECORDS.  
THE BOTTOM PORTION SHOULD BE TORN OFF AND DISPLAYED IN A PROMINENT LOCATION AT YOUR BUSINESS**

*The City of Mount Dora reserves the right to revoke or cancel this license per standards set forth in Section 26.170 of the City of Mount Dora Code of Ordinance.*

**City of Mount Dora  
510 N. Baker Street  
Mount Dora, FL 32757-0176  
Phone: (352) 735-7112**

**LOCAL BUSINESS TAX**

**BUSINESS TAX NUMBER:**

**22-00005311**

**VALID PERIOD: April 13, 2022 TO September 30, 2022**

**BUSINESS CATEGORY: BREWERY/FOOD**

**BUSINESS LOCATED: 405 S HIGHLAND ST**

**Tax Fee Paid: \$165.00**

**ISSUED TO:**

**Amount Due: \$0.00**

**EDEN ABBEY LLC  
EDEN ABBEY BREWING COMPANY  
405 S HIGHLAND ST  
MOUNT DORA, FL 32757**

**This is for your records - DO NOT PAY**

**Approved and Issued by the  
City of Mount Dora  
Planning and Development Office**

**THIS CERTIFICATE MUST BE EXHIBITED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS**

**ATTACHMENT "4"**  
**CVIP Real Property Owner Consent**

STATE OF FLORIDA }  
} ss: COUNTY OF LAKE }

I, JEFFERY P. HERBST, owner and/or authorized representative of Alternate Key # 1408094, also commonly known as 405 S. HIGHLAND 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 BEN + EVE PASSMORE the tenant and/or business owner.

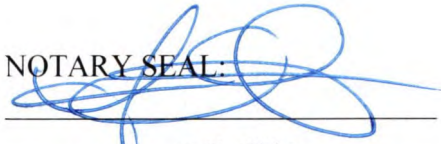
I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Mount Dora will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The 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 16<sup>th</sup> day of May, 2022. Authorized Signature: Jeffery P. Herbst

SIGNED AND SWORN TO before me

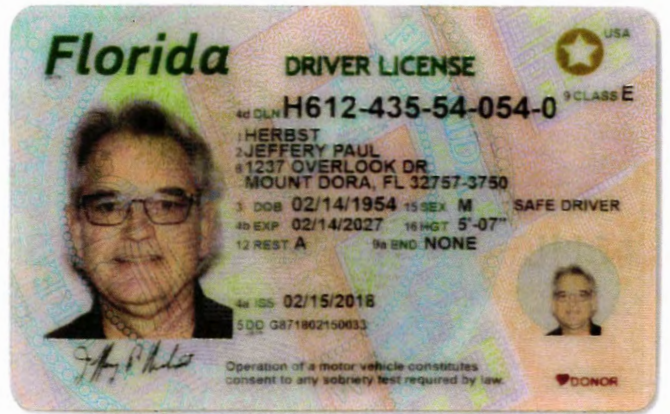
this 16<sup>th</sup> day of May, 2022, by Jeffery Paul Herbst  
FL DL # H612-435-54-054-0

NOTARY SEAL:



Faith Gibbs  
Notary Public  
State of Florida  
Comm# HH151817  
Expires 7/11/2025

Notary Public, State of Florida  
My commission expires: 7/11/2025



**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”, Benjamin and Eve Passmore, 405 S. Highlands Street, Mount Dora, Florida 32757, hereinafter referred to as “GRANTEE” and JEFFERY P. and PEGGY L. HERBST, 1237 Overlook Drive, Mount Dora, Florida 32757, hereinafter referred to as “Property Owner”.

**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 Property Owner authorized the GRANTEE to file an application with the CRA, as required by the Program, seeking to renovate the property which it leases 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 Property Owner is the owner of that property located at 401, 403 and 405 S. Highland Avenue, Mount Dora, Florida, identified by the Lake County Property Appraiser through Parcel Number: 29-19-27-0050-358-00005, Alternate Key: 1729343 (Property) and has authorized the GRANTEE to apply for a grant related to the Property. The Property is located within the City of Mount Dora Redevelopment Agency boundary.

**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 Property Owner and 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 Property Owner and/or GRANTEE fail 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/Property Owner 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/Property Owner 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. CONSENT TO LIEN.**

In the event the CRA is forced to maintain a cause of action against the GRANTEE and/or Property Owner for any purpose under this Agreement and a monetary judgment is entered in favor of the CRA, the Property Owner and GRANTEE hereby consent to an automatic lien against the Property in the amount of any such Judgment.

**SECTION 6. 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 7.**                    **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 8.**                    **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 9.**                    **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 10.**                    **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 11.**                    **ASSIGNMENT.**

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

**SECTION 12.**                    **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 13.**            **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 14.**            **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 15.**            **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:                       Benjamin and Eve Passmore  
    405 S. Highland Street  
    Mount Dora, Florida 32757

Property Owner:               Jeffery P. and Peggy L. Herbst  
    1237 Overlook Drive  
    Mount Dora, Florida 32757

**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.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the \_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF MOUNT DORA  
COMMUNITY REDEVELOPMENT  
AGENCY**

\_\_\_\_\_  
Crissy Stile, 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

Ben Passmore  
Benjamin Passmore

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization of Benjamin Passmore who is personally known to me or who produced FL DL: P256-073-79-006-0 as identification, and who did/did not take an oath this 25<sup>th</sup> day of May, 2022.

(SEAL)



Faith Gibbs  
Notary Public  
State of Florida  
Comm# HH151817  
Expires 7/11/2025

[Signature]  
Notary Public, State of Florida

GRANTEE

Eve Passmore  
Eve Passmore

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization of Eve Passmore who is personally known to me or who produced FL DL: P256-212-80-509-0 as identification, and who did/did not take an oath this 25<sup>th</sup> day of May, 2022.

(SEAL)



Faith Gibbs  
Notary Public  
State of Florida  
Comm# HH151817  
Expires 7/11/2025

[Signature]  
Notary Public, State of Florida

**PROPERTY OWNER**

Jeffrey P. Herbst  
Jeffrey P. Herbst

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization of Jeffrey P. Herbst who is personally known to me or who produced FL DL: H612-435-54-054-0 as identification, and who did/did not take an oath this 24<sup>th</sup> day of May, 2022.



**Faith Gibbs**  
Notary Public  
State of Florida  
Comm# HH151817  
Expires 7/11/2025

[Signature]  
Notary Public, State of Florida

**PROPERTY OWNER**

Peggy L. Herbst  
Peggy L. Herbst

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization of Peggy L. Herbst who is personally known to me or who produced FL DL: H612-677-55-633-0 as identification, and who did/did not take an oath this 24<sup>th</sup> day of May, 2022.



**Faith Gibbs**  
Notary Public  
State of Florida  
Comm# HH151817  
Expires 7/11/2025

[Signature]  
Notary Public, State of Florida