



City of Mount Dora  
510 N. Baker St.  
Mount Dora, FL 32757  
352-735-7112  
Fax: 352-735-7191  
E-mail: [plandev@cityofmountdora.com](mailto:plandev@cityofmountdora.com)

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**MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY  
GOVERNING BOARD  
City Hall Board Room  
510 N. Baker Street, Mount Dora, FL  
November 21, 2023 at 6:00 PM**

**AGENDA**

**CALL TO ORDER**

**ROLL CALL**

**ACTION ITEMS**

1. Request Approval of Commercial Visual Improvement Program (CVIP) Grant Agreement with Donnelly 428, LLC.

**DISCUSSION ITEMS**

**OTHER BUSINESS**

**ADJOURNMENT**

NOTICE: For purposes of Section 286.011, Florida Statutes, two or more members of the City Council may be present at this meeting, and this meeting may be considered a City Council meeting.

NOTICE: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting, 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.

NOTICE: For purposes of Section 286.011, Florida Statutes, two (2) or more members of the City Council may be present at this meeting and this meeting may be considered a City Council meeting although no decision of the City Council will be made at this meeting and the City Council shall comply with the requirements of controlling State law in every respect.

NOTICE: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, 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. The City shall not make or perfect such a record. Section 286.0105, Florida Statutes.

NOTICE: In accordance with the Americans with Disabilities Act ("ADA") and Florida Statutes, Section 286.26, persons with disabilities needing a reasonable accommodation to participate in a public hearing or meeting should contact the City of Mount Dora's ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 352-735-7126, ext. 1111, or by email at [clerk@cityofmountdora.com](mailto:clerk@cityofmountdora.com).

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:** November 21, 2023

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

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

**SUBJECT:** Request Approval of Commercial Visual Improvement Program (CVIP) Grant Agreement with Donnelly 428, LLC.

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**Introduction:**

This is a request for the CRA Governing Board to approve the Commercial Visual Improvement Program (CVIP) Grant Agreement with Fourth Ave 128 LLC.

**Discussion:**

On May 15, 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>).

The owner has requested a CVIP Grant of \$7,613.00. The owner intends to spend at least \$15,226 on the exterior renovations to the building located at 426 - 432 N. Donnelly St. These renovations meet the requirements of the program and make substantial improvements to the overall appearance of the property. Attachments 5 and 6 to the application show the proposed before and after images of the renovations.

**Budget Impact:**

\$7,613.00 from the CRA Budget. GL 117-1640-552.83-01 Economic Development Incentives, has a fund balance of \$225,000.

**Strategic Impact:**

Redevelopment of commercial properties, enhanced beautification.  
GOAL 1: Economic Development  
Objective 1.3. Attract new commercial businesses

**Recommendation:**

The CRA Governing Board approve the Commercial Visual Improvement Program (CVIP) Grant Agreement with Donnelly 428, LLC.

**Attachment(s):**

1. Attachment #1 FOURTH AVE 128 LLC CVIP App
2. Mt Dora CVIP Grant Agreement NOV2023 (1)

Prepared by: Adam Sumner, CRA Administrator

Reviewed by: Vince Sandersfeld, Planning and Development Director  
Aneta Barton, Budget Director  
City Attorney, City Attorney  
Jeanann Hand, City Clerk  
Patrick Comiskey, City Manager

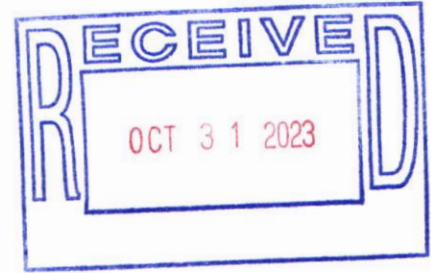
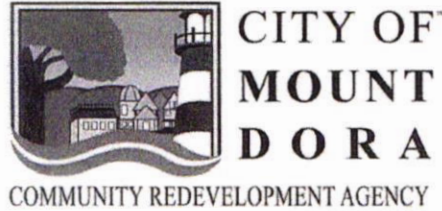
Approved - 11/8/2023

Approved - 11/8/2023

Approved - 11/16/2023

Approved - 11/16/2023

Final Approval - 11/16/2023



**Community Redevelopment Agency (CRA)  
Commercial Visual Improvement  
Program Overview**

**PROGRAM DETAILS**

**COMMERCIAL VISUAL IMPROVEMENT PROGRAM (CVIP):**

- Designed to help reduce urban blight
- Serves as a catalyst for improvements to other nearby properties
- Helps bring properties up to City code standards
- Provides financial assistance for significant exterior improvements. (For example, painting alone would not be sufficient.) Interior improvements are not eligible.
- Rebates 50 percent — up to a maximum of \$10,000, unless the business is located in the Highland Ave. Business District, which has a maximum award of \$15,000— of a project's renovation/ upgrade hard construction costs
- Owner must pay for soft costs, including architect, engineer, permitting, etc... These costs are not reimbursable.
- Funding available annually on a first-come, first served basis. Once all fiscal- year funds have been expended, no further applications for that year will be accepted.

**TIME FRAME:**

- Application process takes approximately 60 calendar days once all necessary documents and materials are received from the applicant.
- All projects receiving CVIP funds must be completed within 180 calendar days of the date application is approved by City of Mount Dora Community Redevelopment Agency (CRA) projects not completed within the specified 180 days forfeit all approved and allocated CVIP funds.
- Reimbursement of funds takes approximately 30-60 calendar days once copies of all paid invoices, cancelled checks and photos of completed project, are received. (The CRA reserves the right to pay applicant in one lump sum or installments.)

**PROPERTY/BUSINESS REQUIREMENTS:**

- Located within the Community Redevelopment Area
- Must be zoned C-2, C-2A, and RP with a CUP with a non-residential use
- Property with multiple retail tenants and/or vacant store fronts are considered on a case-by-case basis
- Visible from a street, sidewalk or public right-of-way
- Free of all mechanic's liens
- No residential uses are eligible for this program
- Must pay ad valorem taxes on the property
- Work must result in a combination of significant exterior visual improvements. Examples:

façade upgrades; parking facilities; matching signage; painting; lighting; new or repaired/replaced windows, doors and awnings; window tinting; improved entryways; extensive cleaning; exterior security systems; and external improvements required to bring a building/property up to code.

#### **REQUIREMENTS (continued)**

- Permanent landscaping may be covered in this program, but must comply with city codes and ordinances and be consistent with any development plans adopted by the CRA. (Check with the city's Planning and Development Department at 352.735.7112 or [plandev@cityofmoundora.com](mailto:plandev@cityofmoundora.com) before submitting CVIP application forms.)
- Additions and expansions to buildings that will benefit the overall appearance of the property may be eligible.
- Demolition of obsolete structures or signage improvements may apply when undertaken as part of an overall renovation project.
- Work such as HVAC installation/replacement and roof repairs do not apply unless they are done in conjunction with substantial exterior visual improvements.
- Funds may not be used for working capital, purchasing property, equipment or inventory acquisition, and/or refinancing of existing debt or private funding.

#### **INELIGIBLE PROPERTIES:**

- Single-family residential properties
- Multifamily residential properties not part of a larger mixed-use development
- Properties or projects not meeting eligibility requirements
- Businesses prohibited by the City of Mount Dora

#### **APPLICANT REQUIREMENTS:**

- No corporate or personal bankruptcy proceedings within the past five years
- No past-due federal, state, county or city of Mount Dora tax bills
- No past-due bills or debts to the city of Mount Dora or the CRA
- Show proof of a current city of Mount Dora Business Tax Receipt for both the property owner and tenant
- Supply copy of property owner's deed
- If landlord, provide current tenant list and/or leasing plan
- If a tenant, supply lease with at least five years occupancy remaining
- If tenant, provide signed and notarized copy of CVIP Real Property Owner Consent form
- Make brief presentation at a CRA Advisory Committee meeting. It is preferable that the owner attends, but a knowledgeable owner's representative may also make the presentation, as well as accompany an owner.
- Receive CRA Advisory Committee approval before beginning work. Any work started prior to this approval will be the applicant's responsibility. Applicant must apply for and be issued a city building permit before commencing renovations or new construction, if applicable.
- Complete all improvements within 180 days of CRA Governing Board approval
- Prior to receiving matching contribution, submit all paid invoices, cancelled checks and photos of completed project. (The CRA reserves the right to refuse payment for any change orders not authorized prior to construction commencement.)
- Maintain and sustain improvements

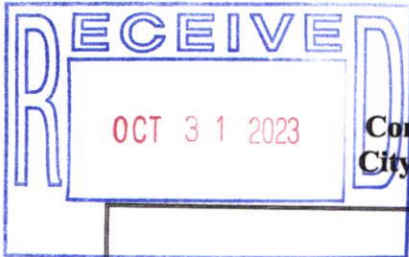
## APPLICATION CHECKLIST:

All information included in this checklist must be submitted to the CRA staff before they can begin the process:

- All documents signed by person certified as one of company's principals.
- List of proposed improvements with estimated project costs
- Notarized & signed CVIP Real Property Owner Consent form (Landlord completes if not owned by the applicant) *See Attachment 4*
- x5* Copy of current city of Business Tax Receipt for property owner and tenants *See Attachment 8*
- x2* Copy of property owner's deed *See Attachment 2*
- n/a*  If a tenant, lease with at least five years occupancy remaining
- Landlord's current tenant list or leasing plan, if applicable
- Completed W-9 form - *See Attachment 9*
- All applicable contractor bids *See Attachment 3a + 3b*
- High-quality "before" images of property from all sides/angles \* *See Attachment 5*
- High-quality images of renderings of proposed project \* *See Attachment 6*
- Three written contractor bids for all work being done or justification for why only one bid submitted *See Attachment 10*

\* Please send three to four separate high-resolution jpegs of "before" photos and a few separate high-resolution jpegs of your "after" renderings. These are needed for the PowerPoint presentation we will put together for you when you make your presentation to the CRA Board.

Updated 2023  
As Adopted May 15, 2018,



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

**APPLICANT INFORMATION**

Applicant's Name: Fausto Hernandez, Vice President of Operations

Applicant's Corporate Name: CFL Property Group

Applicant's Corporate Business Address: 428 N. Donnelly, Suite 3, Mount Dora, FL 32757

Name of Business at Project Address: Multiple; see attached rent roll

Applicant's City of Mount Dora Business Tax Receipt #: 24-00006798

Federal Tax ID Number or Social Security Number: 59-3278465

Applicant's Phone Numbers: 407-597-3202 Business 352-800-8066 Cell

Applicant's Email Address: FHernandez@LearyGroup.com

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

**PROPERTY INFORMATION**

Property Owner's Name: Donnelly 428, LLC, a Florida Limited Liability Company

Property Owner's Mailing Address: 8687 W. Irlo Bronson Memorial Highway, Suite 200, Kissimmee, FL 34747

Property/Project Address: 426 to 432 N. Donnelly Street, Mount Dora, FL 32757

AltKey Number(s): 1465338

Name of Tenant(s): Multiple; see attached rent roll *next page See Attachment II*

Lease Expiration Date: see rent roll Option to Extend: \_\_\_ Yes X No How Long: \_\_\_ Years *see rent roll*

Property Manager: Tristan Weld Phone: 352-800-8066

Email: TWeld@CFLPropertyGrp.com

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

Total Applicant Funds: \$15,226.00 Total Anticipated Grant Request: \$7,613.00

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)**

1. Removal of 5 sets of vinyl shutters on second floor windows - fill and patch connection holes  

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2. Masonry repairs to cracks in brick facade and repairs to upper level dentile molding.  

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3. Repair and repaint five vintage metal awnings over the second floor windows. Strengthen connection points to building.  

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4. Replace asphalt shingles with standing seam copper colored metal roof.  

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5. Repaint brick facade, storefronts, and upper dentil molding.  

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6. Clearcoat underside of roof to preserve natural wood finish.  

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

The facade of this iconic vintage 1922 building has not been refreshed in over 14 years.  
The asphalt shingles are still watertight, but have lost a lot of granules and present a less than ideal appearance as viewed from folks on the sidewalk across the street or folks on the One Flight Up balcony. The masonry is in need of crack repairs and maintenance to keep the building watertight.  

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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 cost of these improvements will be matched dollar for dollar by the property owner who will fund the full project cost up front. The property owner will also be making additional improvements to the building replacing the side stormwater drainage spillways which do not qualify for a facade grant improvements.

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

We have selected a trusted maintenance professional with SCS Services to complete the masonry masonry repairs. We have specified use of a top quality paint for long wear.

The hidden fastener design of a standing seal metal roof does not leave any screws exposed to the elements. There is a 40-year paint warranty on the metal roof coating.

5. Current Number of Employees: Full-Time 6 Part-Time 6 Contract 2  
Number of Employees (Post Project Completion): Full-Time 6 Part-Time 6  
Contract 2  
Number of Construction Workers for Project: 5

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

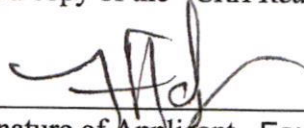
**TOTAL PROJECT BUDGET (Estimated)**

<b>USE OF FUNDS (ACTIVITY)</b>	<b>SOURCE OF FUNDS</b>	<b>ESTIMATED COST</b>
Roofing Contractor	savings	\$ 6,051.00
		\$
Masonry Repairs	savings	\$
Prep and Paint	savings	\$ 9,175.00 combined
Metal Awning Repairs/Refresh	savings	\$
		\$
		\$
		\$
<b>TOTAL PROJECT BUDGET</b>		<b>\$ 15,226.00</b>

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."



Signature of Applicant Fausto Hernandez

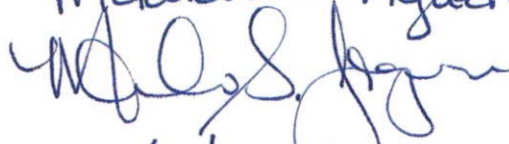
10/31/2023

Vice President of Operations

Date

Notary

Melanie S. Figueroa



10/31/2023



**LIST OF ATTACHMENTS FOR FINAL APPLICATION/CVIP AGREEMENT**

**LIST OF ATTACHMENTS**

- |                  |  |
|------------------|--|
| ✓ ATTACHMENT "1" | LEGAL DESCRIPTION OF THE PROPERTY                    |
| ✓ ATTACHMENT "2" | PROOF OF OWNERSHIP OR LEASEHOLD INTEREST             |
| ✓ ATTACHMENT "3" | SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS |
| ✓ ATTACHMENT "4" | CVIP REAL PROPERTY OWNER CONSENT                     |

- |                 |  |
|-----------------|--|
| Attachment "5"  | Before Photo                           |
| Attachment "6"  | After - proposed                       |
| Attachment "7"  | Certificate of Appropriateness 9/29/23 |
| Attachment "8"  | Business Tax                           |
| Attachment "9"  | W-9                                    |
| Attachment "10" | Letter regarding single bids           |
| Attachment "11" | Rent Roll w/expiration dates           |

27<sup>00</sup> recording  
.70 minimum docs

ATTACHMENT "2"



This Instrument Prepared By:  
Steven C. Lee, Esquire  
**DEAN, MEAD, EGERTON, BLOODWORTH,  
CAPOUANO & BOZARTH, P.A.**  
Post Office Box 2346  
Orlando, Florida 32802-2346  
(407) 841-1200

Parcel Identification No.: 29-19-27-003000201200  
Property Address: 428 North Donnelly St  
Mount Dora, Florida 32757

**GENERAL WARRANTY DEED**

THIS GENERAL WARRANTY DEED is made the 7<sup>th</sup> day of May, 2013,  
by CAVALIER INVESTMENTS, LLC, a Florida limited liability company, successor by  
conversion to CAVALIER INVESTMENTS, INC., a Florida corporation, whose address 8687  
W. Irlo Bronson Memorial Highway, Suite 200, Kissimmee, Florida 34747 (hereinafter referred  
to as "Grantor"), to **DONNELLY 428, LLC.**, a Florida limited liability company, whose address  
is 8687 W. Irlo Bronson Memorial Highway, Suite 200, Kissimmee, Florida 34747 (hereinafter  
referred to as "Grantee").

(Wherever 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  
trustees, partnerships, limited liability companies and corporations.)

**WITNESSETH:**

That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other  
valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby  
grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that

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**THE CONVEYANCE EFFECTUATED BY THIS INSTRUMENT IS A CONVEYANCE  
OF UNENCUMBERED PROPERTY BETWEEN TWO LIMITED LIABILITY  
COMPANIES WHOSE MEMBERSHIP INTERESTS ARE UNDER IDENTICAL  
OWNERSHIP. AS NOTED ABOVE, THE REAL PROPERTY IS UNENCUMBERED  
AND NO CONSIDERATION OF ANY KIND IS BEING PAID IN EXCHANGE  
FOR SUCH CONVEYANCE. ACCORDINGLY, THIS CONVEYANCE IS EXEMPT  
FROM THE IMPOSITION OF FLORIDA DOCUMENTARY STAMP TAXES  
IN ACCORDANCE WITH APPLICABLE CASE LAW, THE FLORIDA  
ADMINISTRATIVE CODE, AND FLORIDA DEPARTMENT OF REVENUE  
TECHNICAL ASSISTANCE ADVISEMENT NO. 10B4-004.**

certain real property (hereinafter referred to as the "Property") situate, lying and being in Lake County, Florida, and being more particularly described as follows:

Lot 12 and the North 20 feet of Lot 13, Block 2, Section 31, Township 19 South, Range 27 East, in MOUNT DORA, according to the Official Plat thereof recorded in Plat Book 3, Pages 37 through 43, Public Records of Lake County, Florida.

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

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever. This conveyance is subject to the lien for taxes accruing after December 31, 2012, and to easements, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

Grantor certifies that on the date of execution, delivery and recordation of this instrument, neither Grantor nor any member of Grantor's family resided upon any portion of the Property or any property contiguous thereto. The Property is not the constitutional homestead of Grantor.

The scrivener of this instrument has not examined title to the Property, has utilized legal descriptions provided by Grantor, and has relied upon the representations of Grantor that Grantor is the holder of title to the Property. Accordingly, the scrivener disclaims any liability or responsibility which may result from the failure of Grantor to hold such title in the manner represented.

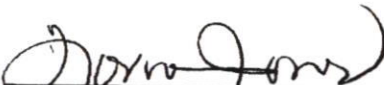
IN WITNESS WHEREOF, the person named herein as "Grantor" has executed and delivered this instrument and has intended the same to be and become effective as of the day and year first above written.

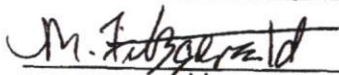
Signed, sealed and delivered  
in the presence of:

"GRANTOR"

CAVALIER INVESTMENTS, LLC, a Florida  
limited liability company, successor by  
conversion to CAVALIER INVESTMENTS,  
INC., a Florida corporation

By:   
William N. Leary, President

  
Print Name: Lorna Jones

  
Print Name: Margaret Fitzgerald  
Two witnesses as to Grantor

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of May, 2013, by WILLIAM N. LEARY, as the President of CAVALIER INVESTMENTS, LLC, a Florida limited liability company, successor by conversion to CAVALIER INVESTMENTS, INC., a Florida corporation, on behalf of said limited liability company. Said person (check one)  is personally known to me,  produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or  produced other identification, to wit: \_\_\_\_\_.



PAULA K. RUPE  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# DD983838  
Expires 6/20/2014

Paula K. Rupe

Notary Public - State of Florida

Augustine Contractors LLC  
CCC1332729

Name: Sandra Weld Bill To: CFL Property Group  
Project Address: 432 North Donnelly St. Mount Dora, FL 32757

Proposal: 102  
Date: 9/3/23

Scope of work:

**Metal Roof System**

ALT KEY #1465338

ATTACHMENT "3a"

1. Remove the existing shingle roof system down to the roof deck.
2. Re-nail roof deck in accordance with FL Building Code, Section 706.7.1
3. Remove existing trim and accessories.
4. Furnish and install Polyglass Polystick TU Plus over the roof deck.
5. Furnish and install new trim metal in standard color.
6. Furnish and install 1" snap-lock standing seam metal roof system (Copper Color).
7. Furnish and install related metal trim and accessories for a complete roof system, including but not limited to Drip edge, counter flashings and step flashing. (Copper Color).

SW  
Matching  
Copper color

Total Cost: \$6,051.00

Exclusions

- ◆ MEP Trades
- ◆ Gutter and Downspout
- ◆ Lighting Protection
- ◆ Painting
- ◆ Exterior wall finish

Additional Information

- ◆ Remove and replace 4'x8' plywood: \$100/EA.
- ◆ Remove and replace wooden plank board/ Fascia board: \$9/LF.
- ◆ Changes to the proposed contract will alter pricing.
- ◆ All products proposed will be in standard colors, Premium colors will result in a price increase.
- ◆ The proposed contract pricing is vailed for 15 Calendar days from the date above.
- ◆ Proposal includes Manufactures standard material warranty.
- ◆ Proposal includes Augustine Contractors LLC 5 years of workmanship warranty.
- ◆ Work performed by Augustine Contractors LLC will meet or exceed state, local, and municipality building codes and requirements.

Client Signature: Sandra Weld - Agent for CFL Property Group Date: 9/3/23

Representative Signature: Steven Bowden Date: 9/3/23

Schedule after I get Historic Board Approval.

SCS SERVICES, LLC.  
113 PALM WAY  
TAVARES, FL 32778  
C/O SCOTT CRUM  
(352) 308-7978

ATTACHMENT "3b"

TRISTAN WELD  
CFL PROPERTY GROUP  
428 N. DONNELLY ST. SUITE 200  
MT. DORA, FL 32757

SEPTEMBER 5, 2023

PROPOSAL 2023-36

PROJECT LOCATION: 428 N. DONNELLY, MT. DORA, FL 32757

WORK PROPOSED:

PRESSURE WASH

REPLACE ANY ROTTED WOOD TRIM

REPAIR THE CRACKS IN MASONRY

SECURE DENTIL MOLDING

SILICONE CAULK ALL SEAMS

PAINT THE BRICK/STUCCO ON BUILDING FAÇADE - ONE COLOR TBD

PAINT THREE RETAIL STOREFRONTS TO COLORS SELECTED BY TENANTS

PAINT DENTIL MOLDING TRIM AT TOP OF BUILDING - BRIGHT WHITE

POLYURETHANE NATURAL WOOD FINISH ON CEILING UNDER THE PORCH ROOF

REMOVE AND REINSTALL TEN SHUTTERS AFTER PAINT - ONE COLOR TBD

REMOVE AND REINSTALL FIVE METAL AWNINGS AFTER PAINT - ONE COLOR TBD

PRICE INCLUDES

RENTAL OF LIFT TRUCK FOR HIGH WORK

AND SAFETY PERSONNEL FOR PEDESTRIAN AND VEHICLE TRAFFIC SPOTTING  
WHEN EQUIPMENT IN USE

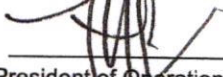
MATERIAL AND LABOR AMOUNT: \$9,175.00


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

STATE OF FLORIDA }  
} ss: COUNTY OF LAKE }

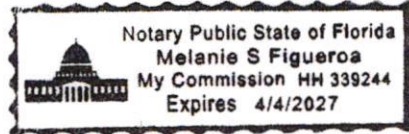
I, Fausto Hernandez, owner and/or authorized representative of AltKey# 1465338, also commonly known as n/a, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by CFL Property Group, 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 31<sup>st</sup> day of Oct., 2023. Authorized Signature:   
Fausto Hernandez, Vice President of Operations

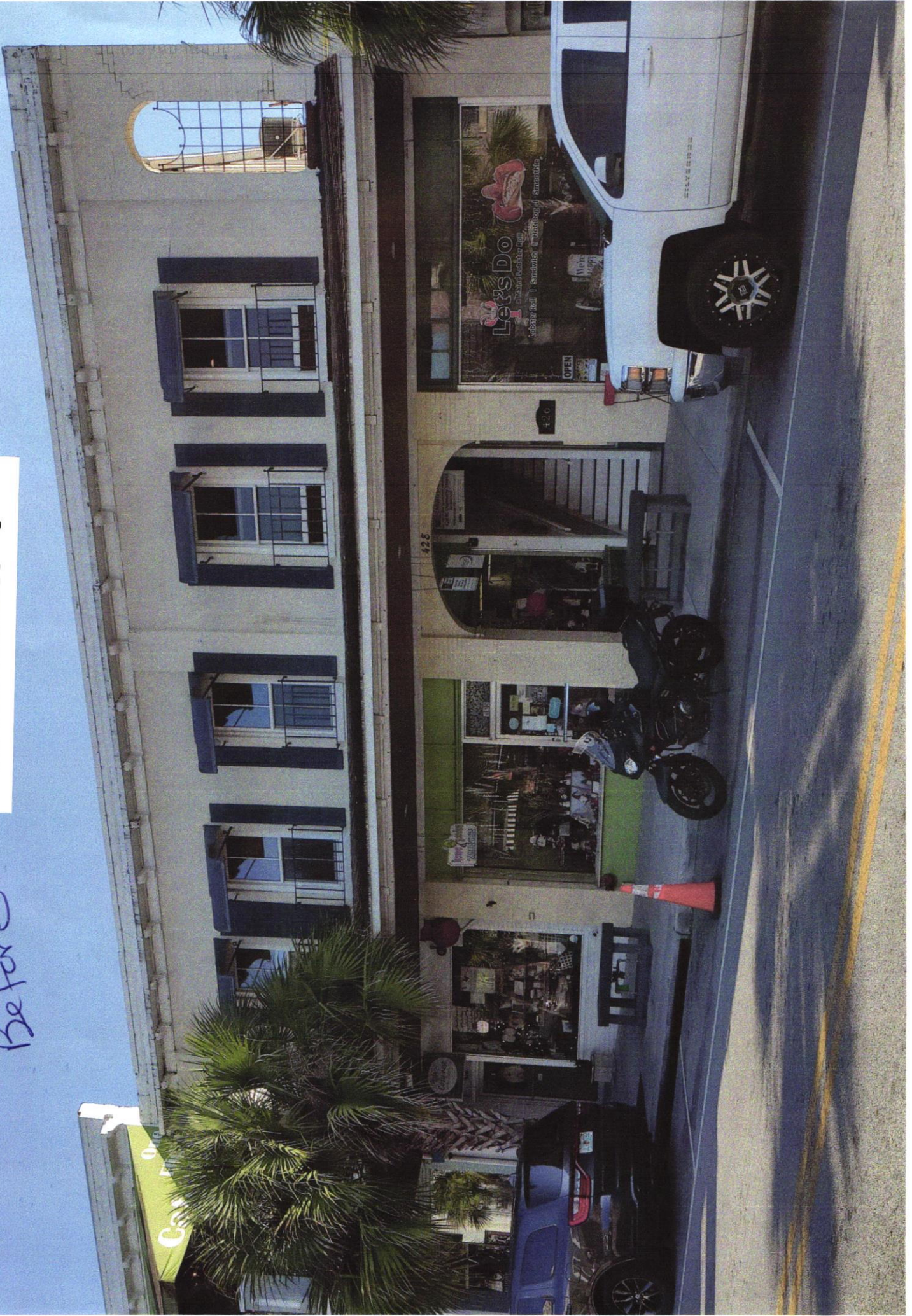
SIGNED AND SWORN TO before me  
this 31<sup>st</sup> day of Oct., 2023, by   
Melanie S. Figueroa

NOTARY PUBLIC  
My Commission Expires: 04/04/2027



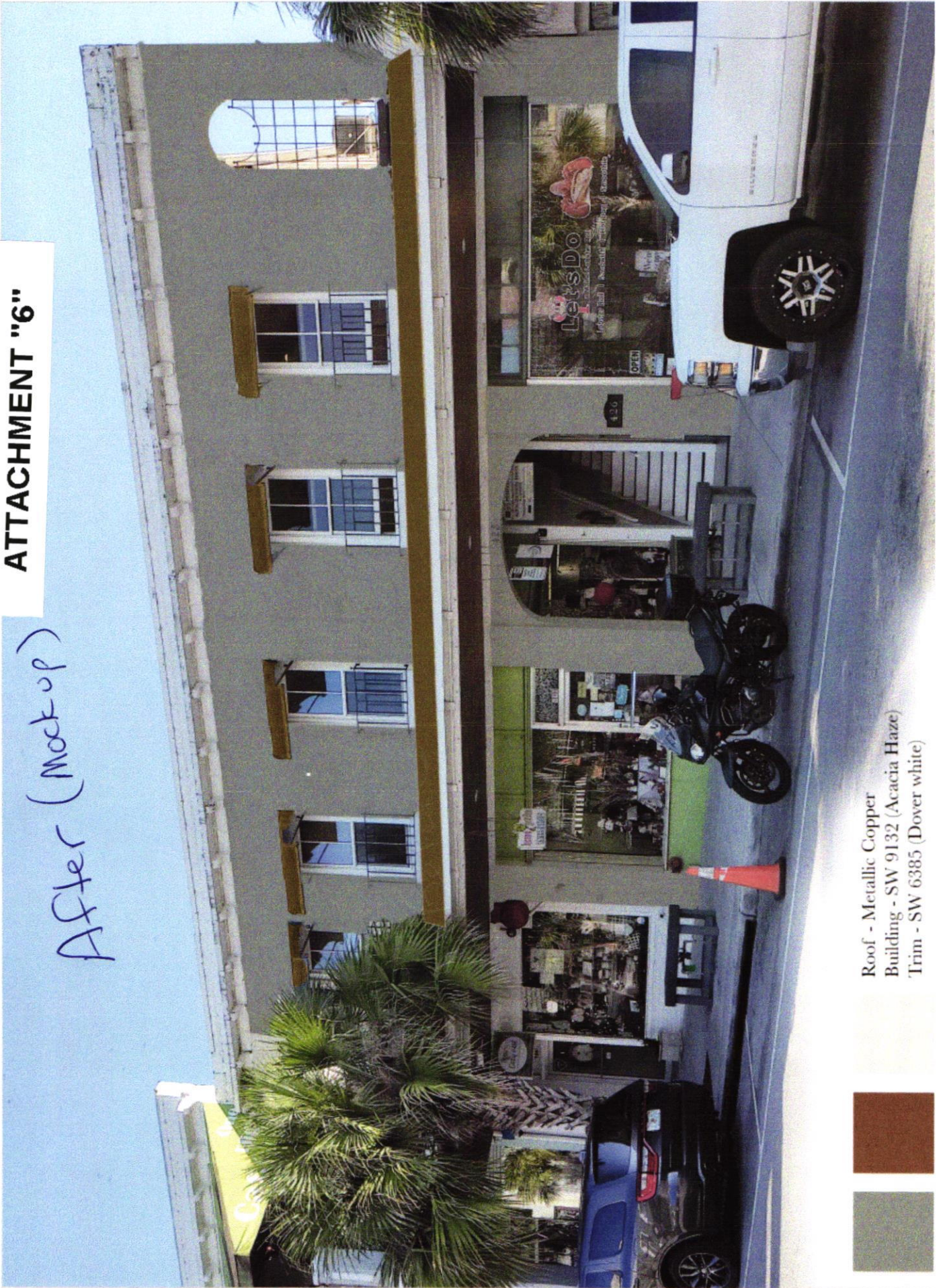
ATTACHMENT "5"

Before



**ATTACHMENT "6"**

After (Mock-up)



Roof - Metallic Copper  
Building - SW 9132 (Acacia Haze)  
Trim - SW 6385 (Dover white)





CITY OF  
MOUNT  
DORA

*Someplace Special.*

September 29, 2023

ATTACHMENT "7"

Donnelly 428 LLC  
8687 WIRLO Brenson Memorial HWY STE 200  
Kissimmee, FL 34747  
Via Email: tweld@cflpropertygrp.com

RE: **Approval** - Application for a Certificate of Appropriateness  
428 N. Donnelly St. – Re-Roof

To Whom It May Concern:

On September 27, 2023, the Mount Dora Historic Preservation Board met and approved the application for a Certificate of Appropriateness to remove asphalt shingles and replace with a metal roof on the overhang at the address above.

This letter will serve as your Certificate of Appropriateness and you may now proceed with the permitting process. A copy of this letter must be included with your application for building permits with the Office of Building Services.


Please note that the work for which a Certificate of Appropriateness is issued must commence within **one (1) year** from the date of issuance. The Board may or may not approve extensions for Certificate of Appropriateness.


If you have any questions or need additional information regarding the above please contact me at (352) 735-7112.


Sincerely,

*Michele Janiszewski*

Michele Janiszewski, AICP  
Senior Planner

 (352) 735-7100

 [www.CityofMountDora.com](http://www.CityofMountDora.com)

 510 N. Baker St. Mount  
Dora, FL 32757



**ATTACHMENT "8"**

**LOCAL BUSINESS TAX**

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

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

**Online PIN:**  
1E12A01  
**FEIN #:**

**VALID PERIOD:** August 09, 2023 TO September 30, 2024

**BUSINESS LOCATED:** 428 N DONNELLY ST 3 - 5

**BUSINESS TAX NUMBER:**

**ISSUED TO:**

**24-00006798**

CFL PROPERTY GROUP  
428 N DONNELLY ST 3  
MOUNT DORA, FL 32757

**STATE LICENSE NUMBER(S):**

Fee Description:	Amount Billed:	Amount Paid:
BUSINESS TAX RECEIPT	30.00	30.00
FIRE INSPECTION FEE	50.00	50.00

**Tax Fee Paid:** \$80.00  
**Amount Due:** \$0.00

This is for your records - DO NOT PAY

**LICENSE CATEGORY: REAL ESTATE/LEASING SERVICES**

*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:**

**24-00006798**

**VALID PERIOD:** August 09, 2023 TO September 30, 2024

**BUSINESS CATEGORY:** REAL ESTATE

**BUSINESS LOCATED:** 428 N DONNELLY ST 3 - 5

**ISSUED TO:**

**Tax Fee Paid:** \$80.00  
**Amount Due:** \$0.00

This is for your records - DO NOT PAY

CFL PROPERTY GROUP

428 N DONNELLY ST 3  
MOUNT DORA, FL 32757

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

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

**LOCAL BUSINESS TAX**

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

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

**Online PIN:**  
18B7EC3

**FEIN #:** 61-1794863

**VALID PERIOD:** October 11, 2023 TO September 30, 2024

**BUSINESS LOCATED:** 426 N Donnelly ST

**BUSINESS TAX NUMBER:**

**ISSUED TO:**

**24-00006615**

LET'S DO  
JANDO ENTERPRISES, LLC  
426 N Donnelly ST  
Mount Dora, FL 32757

**STATE LICENSE NUMBER(S):**  
SEA4508700

Fee Description:	Amount Billed:	Amount Paid:
BUSINESS TAX RECEIPT	30.00	30.00
FIRE INSPECTION FEE	50.00	50.00

**Tax Fee Paid:** \$80.00  
**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:**

**24-00006615**

**VALID PERIOD:** October 11, 2023 TO September 30, 2024

**BUSINESS CATEGORY:** RESTAURANT

**BUSINESS LOCATED:** 426 N Donnelly ST

**ISSUED TO:**

LET'S DO

JANDO ENTERPRISES, LLC  
426 N Donnelly ST  
Mount Dora, FL 32757

**Tax Fee Paid:** \$80.00  
**Amount Due:** \$0.00

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**

**LOCAL BUSINESS TAX**

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

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

Online PIN:  
66E3E5E  
FEIN #:

VALID PERIOD: July 19, 2023 TO September 30, 2024

BUSINESS LOCATED: 430 N DONNELLY ST

BUSINESS TAX NUMBER:

ISSUED TO:

24-00006770

HOME & GARDEN TREASURES  
430 N DONNELLY ST  
MOUNT DORA, FL 32757

STATE LICENSE NUMBER(S):

Fee Description:

BUSINESS TAX RECEIPT  
FIRE INSPECTION FEE

Amount Billed:

30.00  
50.00

Amount Paid:

30.00  
50.00

Tax Fee Paid: \$80.00  
Amount Due: \$0.00  
This is for your records - DO NOT PAY

LICENSE CATEGORY: RETAIL SERVICES/TRADING IN TANGIBLES

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:

24-00006770

VALID PERIOD: July 19, 2023 TO September 30, 2024

BUSINESS CATEGORY: RETAIL (SPECIALITY)

BUSINESS LOCATED: 430 N DONNELLY ST

ISSUED TO:

HOME & GARDEN TREASURES

430 N DONNELLY ST  
MOUNT DORA, FL 32757

Tax Fee Paid: \$80.00  
Amount Due: \$0.00  
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

**LOCAL BUSINESS TAX**

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

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

**Online PIN:**  
C0F7142  
**FEIN #:**

**VALID PERIOD:** July 24, 2023 TO September 30, 2024

**BUSINESS LOCATED:** 432 N DONNELLY ST

**BUSINESS TAX NUMBER:**

**ISSUED TO:**

**24-00006930**

COZY NEST MD, LLC  
1414 SYLVAN DR  
MOUNT DORA, FL 32757

**STATE LICENSE NUMBER(S):**

Fee Description:	Amount Billed:	Amount Paid:
BUSINESS TAX RECEIPT	30.00	30.00
FIRE INSPECTION FEE	50.00	50.00

**Tax Fee Paid:** \$80.00  
**Amount Due:** \$0.00

This is for your records - DO NOT PAY

**LICENSE CATEGORY: RETAIL SERVICES/TRADING IN TANGIBLES**

*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:**

**24-00006930**

**VALID PERIOD:** July 24, 2023 TO September 30, 2024

**BUSINESS CATEGORY:** RETAIL (SPECIALITY)

**BUSINESS LOCATED:** 432 N DONNELLY ST

**ISSUED TO:**

COZY NEST MD, LLC

1414 SYLVAN DR  
MOUNT DORA, FL 32757

**Tax Fee Paid:** \$80.00  
**Amount Due:** \$0.00

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**

2nd Floor  
Commercial  
Tenant in  
Suite 5

The City of Mount Dora reserves the right to revoke or alter this license for any reason and under the  
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:**

24-00007125

VALID PERIOD: August 09, 2023 TO September 30, 2024

BUSINESS CATEGORY: ASSISTED LIVING/HOME CARE

BUSINESS LOCATED: 428 N DONNELLY ST SUITE 5

ISSUED TO:

- ASHFORD HOME CARE
- ASHFORD CONSOLIDATED, INC
- ASHFORD CONSOLIDATED, INC
- 428 N DONNELLY ST SUITE 5
- MOUNT DORA, FL 32757



Tax Fee Paid: \$80.00

Amount Due: \$0.00

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 "9"

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>LEARY MANAGEMENT GROUP, INC</b></p> <p>2 Business name/disregarded entity name, if different from above <b>CFL PROPERTY GROUP</b></p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input checked="" type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> 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 <b>not</b> 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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

**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.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
5	9		-	3	2	7	8	4	6	5

**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.

<b>Sign Here</b>	Signature of U.S. person	Date ▶
------------------	--------------------------	--------

**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.*

**APPLICATION FOR RENEWAL OF FICTITIOUS NAME**

REGISTRATION# G12000058767

**FILED**  
**Oct 06, 2017**  
**Secretary of State**  
**G17000110980**

**Fictitious Name:** CFL PROPERTY GROUP

**Current Mailing Address:**

8687 W IRLO BRONSON MEM HWY  
SUITE 200  
KISSIMMEE, FL 34747

**New Mailing Address:**

**Current County of Principal Place of Business:**

ORANGE

**New County of Principal Place of Business:**

**Current FEI Number:**

**New FEI Number:**

59-3278465

**Current Owner(s):**

Document #: P94000079950 ( ) Delete  
FEI #: 59-3278465  
Name: LEARY MANAGEMENT GROUP, INC.  
Address: 8687 W IRLO BRONSON MEM HWY., STE 200  
City-St-Zip: KISSIMMEE, FL 34747

**Additions/Changes to Owner(s):**

Document #: ( ) Change ( ) Addition  
FEI #:  
Name:  
Address:  
City-St-Zip:

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I understand that the electronic signature below shall have the same legal effect as if made under oath. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

WILLIAM N LEARY \_\_\_\_\_ 10/06/2017  
Electronic Signature(s) Date

**Certificate of Status Requested ( )**      **Certified Copy Requested ( )**



## ATTACHMENT "10"

October 31, 2023

City of Mount Dora  
Community Redevelopment Agency  
510 N. Baker Street  
Mount Dora, FL 32757

Subject: 440 Royellou Lane - Vacant warehouse  
Commercial Visual Improvement Program

Dear CRA Members,

CFL Property Group has managed twelve downtown vintage properties in Mount Dora since 2012 under watchful eye of Sandi Weld, now retired. I am her son and have been trained to take over the responsibility and privilege to protect and care for these same buildings for the next generation and beyond.

The façade of our building at 426-432 N. Donnelly is the subject of this VIP Grant Application.

For the past decade we have built relationships with local building service providers who have demonstrated their value in quality, experience, fair pricing and respect for our tenants and their needs. Focusing on trust and reputation, we have chosen SCS Services of Tavares and Augustine Contractors of Apopka to bring this renovation project to reality.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads 'Tristan Weld'.

Tristan Weld  
Leasing Manager  
Mount Dora Office

Filename: VIP Letter 10-31-2023

428 N. Donnelly Street ■ Suite 3 ■ Mount Dora, FL 32757 ■ Phone: 407-597-3202 ■ Cell: 352-800-8066

# Rent Roll - 426 - 432 N. Donnelly as of 10-26-2023

Expires

## A BUILDING - 5,696 s.f.

### First Floor

426 N. Donnelly	LETS DO - JANDO ENTERPRISES	8/31/2026
430 N. Donnelly	HOME AND GARDEN TREASURES	10/31/2024
432 N. Donnelly	COZY NEST	9/30/2025

### Second Floor

428 N. Don - Apt 1	Resident C.C.	11/30/2024
428 N. Don - Apt 2	Resident C.K.	11/30/2024
428 N. Don - Ste 3	CFL PROPERTY GROUP OFFICE	12/31/2028
428 N. Don - Apt 4	Resident K.L	11/30/2024
428 N. Don - Ste 5	ASHFORD HOME CARE	12/31/2023

Filename: A Building Rent Roll 10-26-2023

**ATTACHMENT "11"**

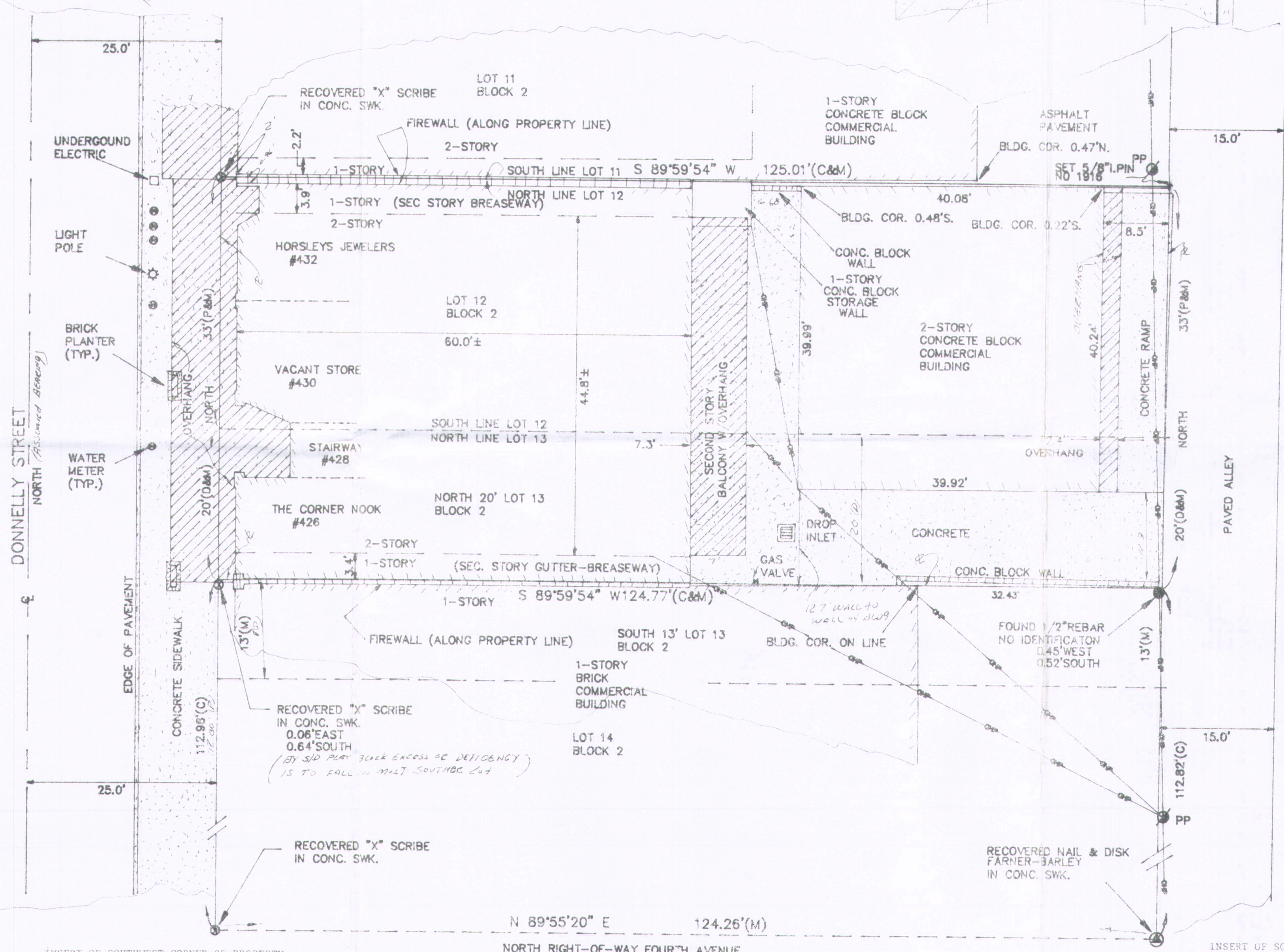
# BOUNDARY SURVEY

A Bldg

ATTACHMENT "1"

INSERT OF NORTHWEST CORNER OF PROPERTY  
AT A SCALE OF 1" = 2'

INSERT OF NORTHEAST CORNER OF PROPERTY  
AT A SCALE OF 1" = 2'



INSERT OF SOUTHWEST CORNER OF PROPERTY  
AT A SCALE OF 1" = 2'

INSERT OF SOUTHEAST CORNER OF PROPERTY  
AT A SCALE OF 1" = 2'

DESCRIPTION:

LOT 12 AND THE NORTH 20 FEET OF LOT 13, IN BLOCK 2, CITY OF MOUNT DORA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 37 THROUGH 43, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. BEING IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA.

"BASED UPON INFORMATION PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP PANEL 120137-0001B, THE PROPERTY REPRESENTED ON THIS PLAT OF SURVEY DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE." (ZONE "X").

STREET ADDRESS: 426, 428, 430, 432 DONNELLY STREET  
MOUNT DORA, FLORIDA 32757

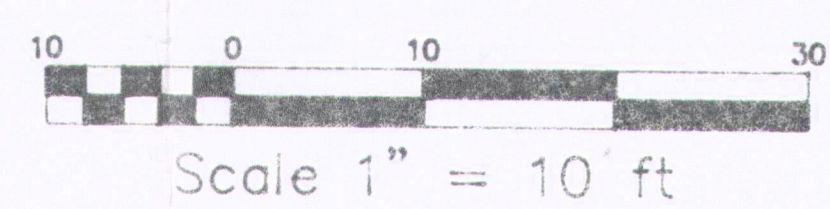
GENERAL NOTES

- 1) BEARINGS ARE BASED ON THE CENTERLINE OF DONNELLY STREET AS BEING "NORTH" (ASSUMED).
- 2) SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.
- 3) NO UTILITIES SHOWN UNLESS OTHERWISE NOTED (UNDERGROUND OR OVERHEAD).
- 4) DESCRIPTION FURNISHED BY CLIENT.
- 5) REFERENCE SOURCE: PREVIOUS SURVEYS, INFORMATION, ETC., IN THE OFFICE OF HOWARD DURDEN SURVEYOR, INC.
- 6) THIS SURVEY IS TO MINIMUM TECHNICAL STANDARDS, FLORIDA STATUTES, CHAPTER 61G17 AND IS NOT TO BE HELD TO SURVEY STANDARDS BEYOND THOSE CALLED FOR AND SHOWN UNLESS STATED HEREON.
- 7) THERE MAY BE COVENANTS OR RESTRICTIONS NOT SHOWN HEREON.
- 8) CERTIFICATIONS LIMITED TO PARTIES NAMED HEREON.
- 9) THERE ARE NO EASEMENTS OR ENCROACHMENTS VISIBLE ON THE GROUND OTHER THAN THOSE SHOWN HEREON.

LEGEND

C = CENTERLINE	CONC. = CONCRETE
R = PROPERTY LINE	R = RADIUS
R/W = RIGHT OF WAY	Δ = DELTA
(P) = PLAT	T = TANGENT
(M) = FIELD MEASURED	C = CHORD
(C) = CALCULATED	CB = CHORD BEARING
CM = CONCRETE MONUMENT	PC = POINT OF CURVATURE
I.P. = IRON PIN	POB = POINT OF BEGINNING
(D) = DEED DIMENSION	P.T. = POINT OF TANGENT
R&C = REBAR & CAP	SEC. = SECTION
N&C = NAIL & CAP	TWP. = TOWNSHIP
REC. = RECOVERED	RGE = RANGE
FD. = FOUND	(ACT) = ACTUAL
(R) = RADIAL	F.P. = FENCE POST
ST. = STORY	PLS. = PROFESSIONAL LAND SURVEYOR
P.P. = POWER POLE	RES. = RESIDENCE
ASP. = ASPHALT	BLK. = BLOCK
P&M = PAVEMENT	FR. = FRAME
DR. = DRIVE	W.R.A. = WATER RETENTION AREA
S/W = SIDEWALK	COR. = CORNER
EL. = ELEVATION	U/R = UNRECORDED
S/D = SUBDIVISION	OHP = OVERHEAD POWER
POC = POINT OF COMMENCEMENT	

153.10  
160.1  
312.6



THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

REPRODUCTION OF THIS PLAT NOT VALID UNLESS SIGNED AND DAMAGED BY SURVEYOR'S SEAL AND CERTIFICATION LIMITED TO PERSON OR PERSONS HEREON.

CERTIFIED TRUE AND CORRECT & NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Howard Durden, P.L.S. NO. 1916

HOWARD DURDEN SURVEYOR, INC.  
CERTIFICATE NO. LB-0006457

7702 OAK EVYNN  
JUSTIS, FLORIDA 32726  
PHONE: 352-589-2242  
FAX: 352-589-1988  
(P.O. BOX 1245 TAVARES, FLA 32778)  
LAND SURVEYORS AND LAND PLANNERS

CERTIFIED TO:  
CAVALIER INVESTMENTS, INC./POTTER, CLEMENT & LOHRY, P.A./ATTORNEY'S TITLE INSURANCE FUND, INC./KEITH D. FIELD, INC.

DATE: 7/2/97	SCALE: 1"=10'
UPDATE:	DRAWN BY: B.C.
FOUND:	CHECKED BY: H.D.
FINAL:	FB/PG: 97-101
REV:	JOB NO: 97-101
REV:	COMP. FILE
REV:	FILE NO: L11574

**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”, FOURTH AVE 128 LLC, 8687 W Irlo Bronson Memorial Hwy Ste 200, Kissimmee, FL 34747, 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 128 W 4th Ave, Mount Dora, FL, 32757, identified by the Lake County Property Appraiser through Parcel Number: 31-19-27-0200-008-00401, Alternate Key: 3801770 (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, other than those specifically set forth herein, 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 all 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 Seven Thousand Six Hundred & Thirteen Dollars (\$7,613.00) 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:* City Attorney.  
510 N. Baker Street  
Mount Dora, Florida 32757

GRANTEE: FOURTH AVE 128 LLC  
8687 W Irlo Bronson Memorial Hwy Ste 200  
Kissimmee, FL 34747

**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 \_\_\_\_\_, 2023.

**CITY OF MOUNT DORA  
COMMUNITY REDEVELOPMENT  
AGENCY**

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

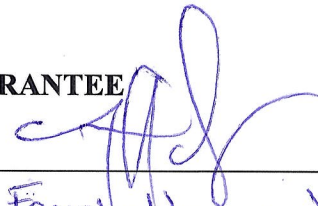
ATTEST:

\_\_\_\_\_  
Jeanann Hand, City Clerk

For the use and reliance of City of Mount Dora  
only. Approved as to form and legality.

\_\_\_\_\_  
Patrick Brackins, City Attorney

GRANTEE

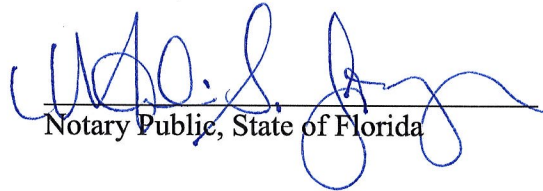


Fausto Hernandez, VP of Operations

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization of Fausto Hernandez who is personally known to me or who produced as identification, and who did/did not take an oath this 15<sup>th</sup> day of November, 2023.

(SEAL)

  
Notary Public, State of Florida