



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

**COMMUNITY REDEVELOPMENT AGENCY GOVERNING BOARD**  
**City Hall Board Room**  
**510 N. Baker Street, Mount Dora, FL**  
**May 21, 2024 at 6:30 PM**

**AGENDA**

**CALL TO ORDER**

**ROLL CALL**

**PUBLIC COMMENT**

**ACTION ITEMS**

1. Commercial Visual Improvement Program (CVIP) Grant Agreement for 1518 N. Donnelly Street (Tenant Essential Therapies) 2
2. Request Approval of the Amended and Restated Parking Agreement between the City of Mount Dora Florida, the City of Mount Dora Community Redevelopment Agency (CRA), and The First United Methodist Church, Inc. 48

**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 THE 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:** May 21, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Commercial Visual Improvement Program (CVIP) Grant Agreement for 1518 N. Donnelly Street (Tenant Essential Therapies)

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**Introduction:**

This is a request for the CRA Governing Board to approve the Commercial Visual Improvement Program (CVIP) Grant Agreement for 1518 N. Donnelly Street

**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>). This is the second application requesting the CVIP program.

The owner has requested a CVIP Grant of \$3,786.85. The owner intends to spend at least \$7,5730 on the exterior renovations to the building located at 1518 N. Donnelly Street. These renovations meet the requirements of the program and make substantial improvements to the overall appearance of the property.

**Budget Impact:**

CRA has dedicated funding for CVIP.

**Strategic Impact:**

Redevelopment and Economic Development

**Recommendation:**

CRA Governing Board approve the Commercial Visual Improvement Program (CVIP) Grant Agreement for 1518 N. Donnelly Street.

**Attachment(s):**

1. Attachment #1.1518 Application
2. CRA Grant Agreement. 1518 N Donnelly St

Prepared by: Adam Sumner, CRA Administrator

Reviewed by: City Attorney, City Attorney  
Jeanann Hand, City Clerk  
Vince Sandersfeld, City Manager

Approved - 5/15/2024

Approved - 5/15/2024

Final Approval - 5/15/2024



# CITY OF MOUNT DORA

COMMUNITY REDEVELOPMENT AGENCY

## 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 — 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@cityofmounddora.com](mailto:plandev@cityofmounddora.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

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

**APPLICANT INFORMATION**

Applicant's Name: Essential Therapies

Applicant's Corporate Name: Essential Therapies MD LLC

Applicant's Corporate Business Address: 1518 N Donnelly Street, Mount Dora, FL 32757

Name of Business at Project Address: Essential Therapies

Applicant's City of Mount Dora Business Tax Receipt #: 23-000002092

Federal Tax ID Number or Social Security Number: 93-4634230

Applicant's Phone Numbers: 352-516-2244 Business 352-735-0044 Cell

Applicant's Email Address: elaina@essentialtherapies.com

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

Tenant

**PROPERTY INFORMATION**

Property Owner's Name: G3 MD, LLC

Property Owner's Mailing Address: PO Box 1273, Mount Dora, FL 32756

Property/Project Address: 1518 N Donnelly St, Mount Dora, FL 32757

AltKey Number(s): 1447704

Name of Tenant(s): Essential Therapies

Lease Expiration Date: 12/31/29 Option to Extend: X Yes \_\_\_ No How Long: 5 Years

Property Manager: Emeline Guenther Phone: 352-232-2538 Email: \_\_\_\_\_

emeline.guenther@  
g3development.com

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

Total Applicant Funds: 31,650.00 Total Anticipated Grant Request: 10,000.00



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 business does not have the funds necessary to insulate the windows, add handicap accessibility, or upgrade the facade of the building.

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

Pressure washing and exterior window cleaning twice a year. Repainting facade as necessary.

5. Current Number of Employees: Full-Time 11 Part-Time      Contract 5

Number of Employees (Post Project Completion): Full-Time 13 Part-Time     

Contract 5

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>
Permitting / Design	Tenant Investment	\$ 1,500.00
Site Supervision/General Site Conditions	Tenant Investment	\$ 2,250.00
Demolition	Tenant Investment	\$ 4,750.00
Framing	Tenant Investment	\$ 4,375.00
Windows and Doors	Tenant Investment	\$ 4,900.00
Paint	Tenant Investment	\$ 2,250.00
Masonry	Tenant Investment	\$ 4,375.00
Siding	Tenant Investment	\$ 7,250.00
<b>TOTAL PROJECT BUDGET</b>		<b>\$ 31,650.00</b>

The rest of this page is intentionally left blank.

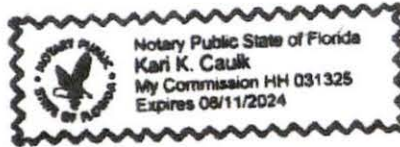
The Applicant acknowledges that the Visual Improvement Program (CVIP) will not pay for work, which has commenced prior to the award of a CVIP grant as evidenced by an executed CVIP Agreement. Any work started prior to the execution of the Agreement shall be the Applicant's responsibility. Furthermore, 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."

Elaina Eller  
Signature of Applicant

3-22-2024  
Date

Notary



Kari K. Caulk  
Kari K. CAULK 3/22/24



***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"	FORM OF FAÇADE EASEMENT DEED & BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT "4"	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "5"	CVIP REAL PROPERTY OWNER CONSENT

**ATTACHMENT "5"**  
**CVIP Real Property Owner Consent**

STATE OF FLORIDA }  
} ss: COUNTY OF LAKE }

I, Austin Guenther, owner and/or authorized representative of AltKey# 1447704, also commonly known as Essential Therapies 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 Essential Therapies the tenant and/or business owner.

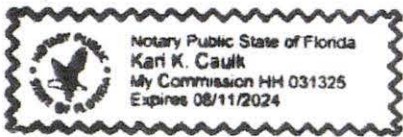
I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Mount Dora will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The 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 22nd day of March 2024. Authorized Signature: 

SIGNED AND SWORN TO before me

this 22nd day of March 2024, by Austin Guenther.

NOTARY SEAL:



Kari K. Caulk  
KARI K. CAULK

Notary Public, State of Florida

My commission expires: 08/11/24

**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:  
380D3B0

FEIN #: 85-3369899

VALID PERIOD: March 22, 2024 TO September 30, 2024

BUSINESS LOCATED: 2055 OVERLOOK DR

BUSINESS TAX NUMBER:

ISSUED TO:

G3 MD, LLC  
G3 MD, LLC  
PO BOX 1273  
MOUNT DORA, FL 32756

STATE LICENSE NUMBER(S):

Fee Description:	Amount Billed:	Amount Paid:
BUSINESS TAX RECEIPT	30.00	30.00
LATE CHARGE	3.00	3.00

Tax Fee Paid: \$33.00  
Amount Due: \$0.00

This is for your records - DO NOT PAY

LICENSE CATEGORY: HOME BASED / OFFICE USE ONLY

*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*

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

**LOCAL BUSINESS TAX**

BUSINESS TAX NUMBER:

VALID PERIOD: March 22, 2024 TO September 30, 2024

BUSINESS CATEGORY: HOME-BASED

BUSINESS LOCATED: 2055 OVERLOOK DR

ISSUED TO:

G3 MD, LLC

G3 MD, LLC  
PO BOX 1273  
MOUNT DORA, FL 32756

Tax Fee Paid: \$33.00  
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:**  
479834D

**FEIN #:**

**VALID PERIOD:** December 13, 2023 TO September 30, 2024

**BUSINESS LOCATED:** 1518 N DONNELLY ST

**BUSINESS TAX NUMBER:**

**ISSUED TO:**

21400099371

ESSENTIAL THERAPIES  
1518 N DONNELLY ST  
MOUNT DORA, FL 32757

**STATE LICENSE NUMBER(S):**

Fee Description:	Amount Billed:	Amount Paid:
BUSINESS TAX RECEIPT	30.00	30.00
FIRE INSPECTION FEE	125.00	125.00

**Tax Fee Paid:** \$155.00

**Amount Due:** \$0.00

This is for your records - DO NOT PAY

**LICENSE CATEGORY:** PERSONAL SVCS/SALONS/NAIL CARE/SPA

*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*

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

**LOCAL BUSINESS TAX**

**BUSINESS TAX NUMBER:**

**VALID PERIOD:** December 13, 2023 TO September 30, 2024

**BUSINESS CATEGORY:** SPA/MASSAGE SERVICES

**BUSINESS LOCATED:** 1518 N DONNELLY ST

**ISSUED TO:**

ESSENTIAL THERAPIES

1518 N DONNELLY ST  
MOUNT DORA, FL 32757

**Tax Fee Paid:** \$155.00

**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**

**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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)          Essential Therapies MD LLC</p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above.</p>	
	<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor    <input type="checkbox"/> C corporation    <input type="checkbox"/> S corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p><small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) _____</p>	<p><b>4</b> 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the United States.)</small></p>
	<p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.          PO Box 1273</p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code          Mount Dora, FL 32756</p>	
	<p><b>7</b> 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.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									

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

**Part II Certification**

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 <u>3/26/24</u>
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**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).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Warranty Deed  
Page Two

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

Signed, sealed and delivered  
in the presence of:

Grantor:

[Signature]  
(First Witness)

David M. Campore  
(Printed/typed name)

[Signature]  
(Second Witness)

Carmen Doss  
(Printed/typed name)

[Signature]

Donna G. Swain, Individually and as Trustee  
of the Donna G. Swain Revocable Trust  
Agreement, dated April 3, 2019

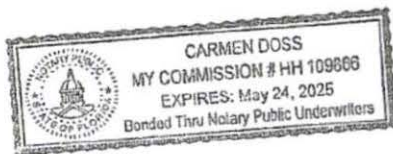
First Witness Address: 2750 Dora Ave Tavares FL 32778  
Address City State Zip Code

Second Witness Address: 2750 Dora Ave Tavares FL 32778  
Address City State Zip Code

State of Florida  
County of Lake

The foregoing instrument was acknowledged before me by means of physical presence or  
\_\_\_ online notarization, this 20th day of December, 2023, by Donna G. Swain, individually and as  
Trustee of the Donna G. Swain Revocable Trust Agreement, dated April 3, 2019, \_\_\_ who is  
personally known to me or ☞ who has produced Florida Driver's Licenses as identification.

(Seal)



[Signature]  
Notary Public  
Commission Expires: \_\_\_\_\_

### Exhibit "A"

**Parcel One:** The Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 30, Township 19 South, Range 27 East, in the City of Mount Dora, Florida; Less and except the West 33 feet thereof; Less and except the North 25 feet thereof; Less and except the South 156 feet thereof; and Less and except the East 160 feet thereof.

**Parcel Two:** The South 140 feet of the North 165 feet of the West 40 feet of the East 160 feet of the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 30, Township 19 South, Range 27 East, Lake County, Florida.

**Parcel Three:** Lot 1, Sunshine Place, a subdivision in the City of Mount Dora, Florida, according to the plat thereof recorded in Plat Book 44, Page 15, Public Records of Lake County, Florida.

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made this 5th day of December 2023, between **G3 MD, LLC**, a Florida corporation, whose address is 310 N. Baker Street, Mount Dora, FL 32757 (hereinafter "Landlord") and **Essential Therapies MD, LLC** a Florida Limited Liability Company whose mailing address is 310 N. Baker Street, Mt. Dora, FL 32757 (hereinafter "Tenant").

### WITNESSETH:

That in consideration of the covenants and conditions herein contained and in consideration of the rents herein reserved to be paid by the Tenant, Landlord does hereby covenant, stipulate and agree to and with the Tenant as follows:

1. Description of Premises. Landlord leases to Tenant the entirety of the building located at 1518 N. Donnelly Street, Mount Dora, FL 32757 (the "Building") as depicted on attached Exhibit "A" (the "Premises"). The Premises shall be used as for "Essential Therapies MD" Med Spa. The aggregate square footage of the premises is approximately Two Thousand One Hundred and Ninety-One (2,191 +/-) square feet.

2. Primary Term. The initial term of this Lease Agreement ("Lease") shall be for Seven (7) years commencing on the commencement date and ending at 11:59 p.m. on the day before the seventh (7th) anniversary of the commencement date ("Initial Term"). Base Rent (defined herein) will increase at a rate of three percent (3%) annually each year upon the same terms and conditions provided hereunder.

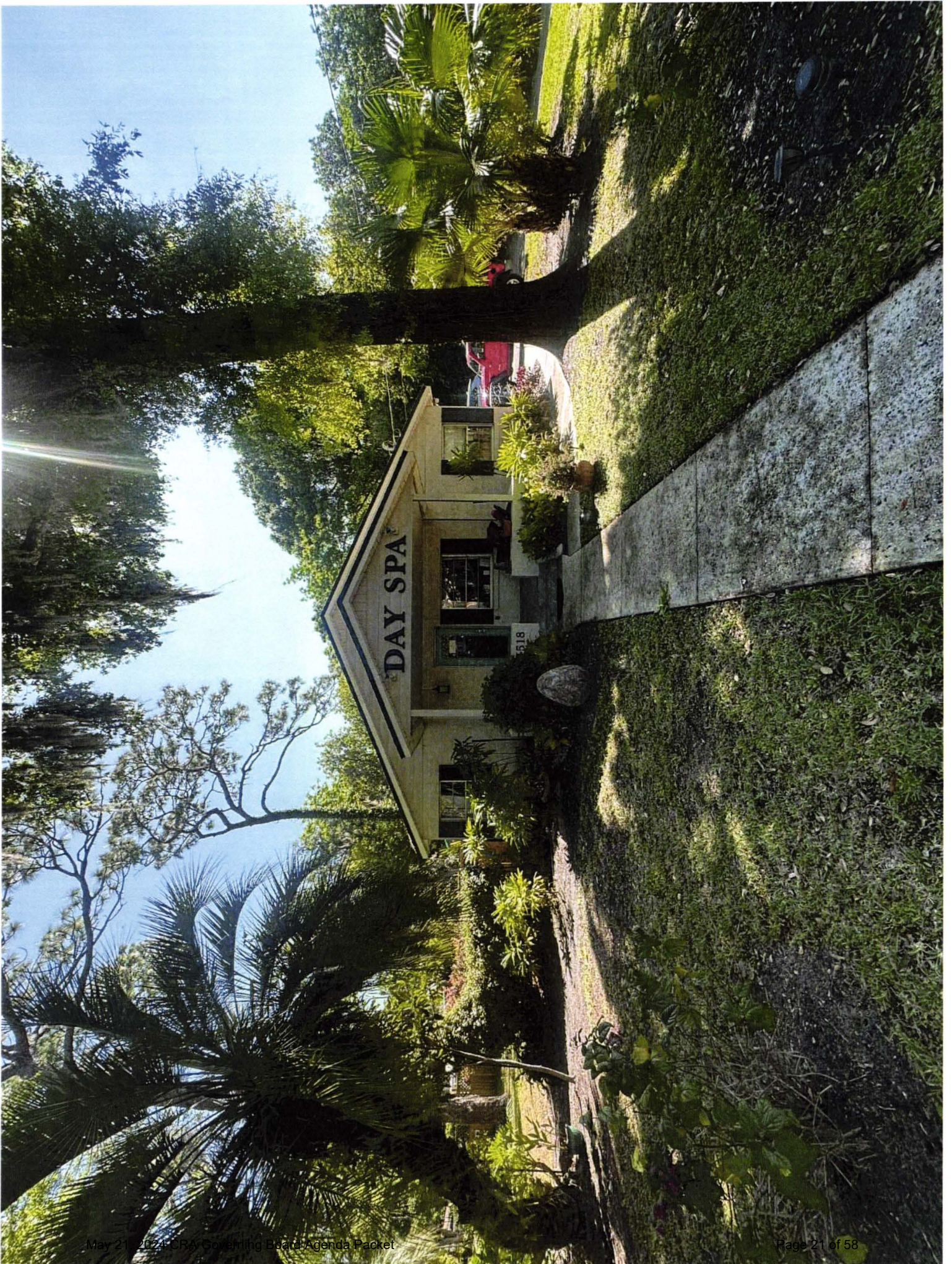
3. Renewal. Tenant shall have the right and option to renew this Lease for one (1) additional five (5) Year Terms upon the same terms and conditions, except that the rent shall be as described in paragraph 5 for the additional term(s). Tenant's right of renewal may be exercised by giving Landlord or its successors and assigns, written notice thereof at least three (3) months prior to the final date of the Primary Term.

4. Commencement Date. The Primary Term of this Lease shall commence on January, 1, 2024 (the "Commencement Date").

5. Rent.

(a) Base Rent: The annual Base Rent payable to Landlord for the Premises for the first year of the Initial Term will be Seventy Two Thousand and Six Hundred Dollars and Zero Cents (\$72,600.00) per year, which annual rent shall then be payable in equal monthly installments of Six Thousand and Fifty Dollars and Zero Cents (\$6,050.00) due on the first (1st) day of each and every month during the Term of this Lease, plus the applicable Sales Tax. The annual Base Rent is based off an agreed upon Rent Rate per Square Foot of Thirty-Five Dollars and Nineteen Cents (\$35.19), annually. Base Rent for the Renewal Term shall be calculated as the Base Rent of the last year of the then-current Initial Term or Renewal Term,











## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made this 5th day of December 2023, between **G3 MD, LLC**, a Florida corporation, whose address is 310 N. Baker Street, Mount Dora, FL 32757 (hereinafter "Landlord") and **Essential Therapies MD, LLC** a Florida Limited Liability Company whose mailing address is 310 N. Baker Street, Mt. Dora, FL 32757 (hereinafter "Tenant").

### WITNESSETH:

That in consideration of the covenants and conditions herein contained and in consideration of the rents herein reserved to be paid by the Tenant, Landlord does hereby covenant, stipulate and agree to and with the Tenant as follows:

1. **Description of Premises.** Landlord leases to Tenant the entirety of the building located at 1518 N. Donnelly Street, Mount Dora, FL 32757 (the "Building") as depicted on attached Exhibit "A" (the "Premises"). The Premises shall be used as for "Essential Therapies MD" Med Spa. The aggregate square footage of the premises is approximately Two Thousand One Hundred and Ninety-One (2,191 +/-) square feet.

2. **Primary Term.** The initial term of this Lease Agreement ("Lease") shall be for Seven (7) years commencing on the commencement date and ending at 11:59 p.m. on the day before the seventh (7th) anniversary of the commencement date ("Initial Term"). Base Rent (defined herein) will increase at a rate of three percent (3%) annually each year upon the same terms and conditions provided hereunder.

3. **Renewal.** Tenant shall have the right and option to renew this Lease for one (1) additional five (5) Year Terms upon the same terms and conditions, except that the rent shall be as described in paragraph 5 for the additional term(s). Tenant's right of renewal may be exercised by giving Landlord or its successors and assigns, written notice thereof at least three (3) months prior to the final date of the Primary Term.

4. **Commencement Date.** The Primary Term of this Lease shall commence on January, 1, 2024 (the "Commencement Date").

5. **Rent.**

(a) **Base Rent:** The annual Base Rent payable to Landlord for the Premises for the first year of the Initial Term will be Seventy Two Thousand and Six Hundred Dollars and Zero Cents (\$72,600.00) per year, which annual rent shall then be payable in equal monthly installments of Six Thousand and Fifty Dollars and Zero Cents (\$6,050.00) due on the first (1st) day of each and every month during the Term of this Lease, plus the applicable Sales Tax. The annual Base Rent is based off an agreed upon Rent Rate per Square Foot of Thirty-Five Dollars and Nineteen Cents (\$35.19), annually. Base Rent for the Renewal Term shall be calculated as the Base Rent of the last year of the then-current Initial Term or Renewal Term,

escalated by three percent (3%). These three percent (3%) escalations will continue annually throughout the remainder of any renewal term.

6. Security Deposit. No Security Deposit due per this Lease.

7. Use. The Tenant may use the Premises solely as a Primary Care and Medical Spa. Tenant must always operate consistent with local, state and federal laws including the land use and zoning ordinances affecting the Premises. Tenant shall use and occupy the leased premises during the continuance of this lease primarily for the purpose of conducting the business of: including but not limited to medical spa treatments, neural muscular treatments, dermal fillers, laser hair removal, facial rejuvenation and resurfacing, hormone replacement therapy, medical weight loss, women's health, wellness visits, pediatric visits, chronic disease management, management of acute conditions, in office testing such as blood draws, urine and finger sticks.

8. Restriction on Use. Tenant shall not use the Premises in any manner that will result in a cancellation of any fire or extended coverage insurance policy, even if such use may be in furtherance of Tenant's business purposes. Tenant shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the Premises, and shall comply with all requirements of the insurers applicable to the Premises necessary to keep in force the fire and liability insurance. Should any of Tenant's actions upon the property cause the Landlord's insurance to increase as a result of Tenant's business then Tenant shall immediately upon notice from Landlord pay to Landlord the increase amount caused by Tenant's business practices or cease such actions. Ceasing such action shall not relieve Tenant of all duties and obligation of this Lease, including, but not limited to, the payment of rent.

9. Waste, Nuisance, or Unlawful Activity. Tenant shall not allow any waste or nuisance on the Premises. Tenant shall neither use nor occupy the Premises or any part thereof for any unlawful, disreputable, or ultra-hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind. Tenant shall immediately, on discovery of any unlawful, disreputable, or ultra-hazardous use, take action to halt such activity.

10. Compliance with Laws. The Tenant shall promptly and fully comply with all laws, rules, ordinances and regulations of any and all duly constituted authorities having jurisdiction, concerning or affecting the Premises and the operations of the Tenant's business thereon.

11. Easements, Agreements, or Encumbrances. The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the Premises, and Landlord shall not be liable to Tenant for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

12. NNN Expenses. Due with the First (1<sup>st</sup>) Base Rent Payment after the Commencement Date, Tenant shall pay all NNN expenses, as determined by Landlord, including its pro-rata share of real estate taxes, insurance and Common Area Maintenance (collectively,

“NNN Expenses”). After the first (1<sup>st</sup>) four (4) months of the Initial Term, Landlord shall adjust NNN Expenses as updated cost numbers are available to Landlord. Landlord shall notify Tenant of Tenant’s NNN Expenses and Tenant shall pay NNN Expenses in advance to Landlord. Payments shall be due on the first day of each month during the lease year. Landlord estimates that the initial NNN Expenses for the 2024 year shall be approximately Five Dollars and Forty-Eight Cents (\$5.48) per square foot, with said number being adjusted as final cost numbers are available to Landlord. (As an example, Tenant’s estimated NNN Expenses for 2024 would be Twelve Thousand Dollars and Zero Cents (\$12,000.00) based on Two Thousand One Hundred and Ninety-One (2,191) square feet payable in monthly installments of One Thousand Dollars and Zero Cents (\$1,000.00) per month at the same time as rent). Tenant’s payments shall be based on Landlord’s annual estimate of the Taxes, CAM Charges and Insurance for the applicable calendar year in question and shall adjust at the beginning of each calendar year. “Tenant’s Proportionate Share” is the quotient obtained by dividing the Premises Rentable Area by the Property Rentable Area and is estimated to be One Hundred Percent (100%). Tenant’s Proportionate Share of Insurance and CAM Expenses will be reassessed after four (4) months and the first (1<sup>st</sup>) calendar year, and thereafter will not increase more than five percent (5.00%) annually.

13. Casualty Insurance. The Landlord shall at all times during the term of this Lease and any renewal or extension thereof, maintain fire and extended coverage insurance on the Building of which the Premises are a part in a company or companies licensed and authorized to do insurance business in the State of Florida. Tenant shall maintain its own insurance on tenant improvements, plate glass and sign coverage, personal property and General Liability insurance and Tenant shall add Landlord as an additional insured on Tenant’s Insurance policies at no cost to Landlord. Should any of Tenant’s actions upon the property cause the Landlord’s Insurance to increase as a result of Tenant’s business then Tenant shall immediately upon notice from Landlord pay to Landlord the increased amount caused by Tenant’s business practices or cease such actions. Ceasing such action shall not relieve Tenant of all duties and obligations of this Lease, including, but not limited to, the payment of rent.

14. Waiver of Subrogation. Landlord and Tenant agree to have all fire and extended coverage casualty insurance which may be carried by either of them endorsed with a clause providing that any release from liability of or waiver of claim for recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder. Without limiting any release or waiver of liability or recovery contained in any other provision of this Lease but rather in confirmation and furtherance thereof, Tenant waives all claims for recovery from Landlord for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collected under such insurance policies.

15. Licenses and Permits. The Tenant shall pay for all licenses and permits required by law for the operation by the Tenant of its business on the Premises during the continuance of the term of this Lease or any renewal or extension thereof, and the Landlord shall not be liable or responsible for any part thereof.

16. Alterations, Additions, and Improvements.

(a) Tenant may at any time during the lease term, subject to the conditions set forth below, but only with Landlord's advance written approval and at its own expense, make any alterations, additions or improvements in and to the Premises. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the Building on the Premises, or change the purpose for which the Building, or any part thereof, may be used.

(b) Conditions with respect to alterations, additions or improvements are as follows:

(i) Before commencement of any work all plans and specifications shall be filed with and approved by all governmental departments or authorities having jurisdiction and any public utility company having an interest therein, and all work shall be done in accordance with requirements of local regulations. The plans and specifications for any alteration, addition or improvement must be submitted to Landlord for written approval prior to commencing work. Landlord shall not unreasonably withhold its consent to any alterations.

(ii) Prior to the commencement of any work, Tenant shall pay the amount of any increase in premiums on insurance policies provided for herein because of endorsements to be made covering the risk during the course of work. Tenant may provide its own Builders Risk Insurance during alterations and renovation which may satisfy Landlord's concerns within this paragraph. Tenant shall add Landlord as an additional insured at no cost to Landlord.

(c) All alterations, additions and improvements on or in the Premises at the commencement of the term, and that may be erected or installed during the term, shall become part of the Premises and the sole property of the Landlord.

(d) Landlord agrees to deliver the Premises to Tenant in turn-key condition based off the documents provided in "Exhibit B."

17. Repairs and Maintenance. Tenant shall, during the Initial Term of the Lease and at its own cost and expense, maintain the interior of the Premises including the complete HVAC system, walls, plumbing and interior electrical system. Tenant shall regularly change the HVAC air filters and keep them in good order and state of repair. Tenant shall provide its own replacement light bulbs, light fixtures and air conditioning filters. Landlord shall, at its own cost and expense, make all structural repairs and maintain and repair the roof, storefront, exterior and entrance doors, the exterior of the Premises, the corridors, and other areas used in common with other tenants in good order and state of repair. Landlord shall, at its own cost and expense, make all necessary repairs to, and keep in good order and state of repair the elevator and associated equipment, the sprinkler system, the fire alarm system, the windows, and any smoke detection system. Tenant shall be responsible for structural repairs necessitated by any improvements or alterations made to the Premises by the Tenant and for any repairs to the

exterior, the corridors, the elevator and associated equipment, the sprinkler system, the fire alarm system, the windows, any smoke detection system, or common areas caused by the negligence or willful misuse by the Tenant, its agents, employees or invitees.

If Tenant fails to make the repairs or replacements required to be made by Tenant hereunder, the Landlord may make the same at the expense of Tenant provided that the Landlord give the Tenant notice of any required repairs or replacements and a reasonable opportunity to make the same. Such expense shall become due as additional rent and shall be paid by Tenant immediately without demand. Notwithstanding the provisions hereof, in the event repairs which Tenant is required to make hereunder become immediately necessary in order to avoid possible injury or damage to persons or property, Landlord shall be entitled to make such repairs without giving notice.

18. Utilities and Services. Landlord shall have no obligation to provide any utilities or services to the Premises. Tenant shall make immediate arrangements to open utility accounts for the Premises in Tenant's name and Tenant shall be solely responsible for and shall promptly pay all charges for water, electricity, or any other utility used or consumed in the Premises. Tenant shall be responsible for repairs and maintenance to exit lighting, emergency lighting, and fire extinguishers for the Premises. Tenant is responsible for interior janitorial, pest control, and waste removal services. In no event shall Landlord be liable for damages resulting from the failure to furnish HVAC, water, electric, or other service, unless caused by the gross negligence or intentional acts of Landlord, and any interruption or failure shall in no manner constitute an eviction of Tenant or entitle Tenant to abatement of any Rent due under this Lease. Both parties acknowledge that elevator service is essential to the operation of tenant's business, as such, repairs to the elevator system should be done promptly by the landlord.

19. Parking. Tenant and Tenant's employees are able to park onsite in common parking areas. If Tenant receives more than four (4) written notices of parking infractions from Landlord in any given twelve (12)-month timeframe, Landlord reserves the right to revoke Tenant's parking privileges. Landlord will provide Tenant with a map of the parking lot that shows where the Tenant can and cannot park ("Parking Map.") The Parking Map may be updated at any time per the Landlord's discretion.

20. Quiet Enjoyment. The Landlord covenants and agrees that it has the full and unrestricted right and lawful authority to make and enter into this Lease. Tenant, upon paying said rent and other charges herein and otherwise fully and punctually performing all the other terms and conditions imposed on Tenant, shall and may peaceably and quietly have, hold and enjoy the Premises hereby demised for the term aforesaid free from disturbance by the Landlord or anyone claiming by, through or under the Landlord.

21. Access to Premises. Tenant shall permit Landlord or his agents to enter the Premises at any time without notice during normal business hours, to inspect the Premises to determine whether the Tenant is complying with the provisions of this Lease, and for the purpose of doing any other lawful acts necessary to protect the Landlord's interest in the Premises.

22. Indemnity. The Tenant shall indemnify, save and hold harmless the Landlord from and against any and all claims, suits, actions, damages and causes of action, accruing during the term of this Lease, for any personal injury, loss of life and damage to property sustained in or upon the Premises by reason of or as a result of the Tenant's occupancy or use of the Premises and Building, and from and against any orders, judgments and decrees which may be entered thereon, and from and against all costs and liabilities incurred in and about the defense of any such claim except to the extent any such claim which results from negligent acts or negligent omissions of Landlord; and the Tenant shall, at its own expense, procure, and at all times during the term of this Lease, continue in force and effect, public liability insurance on said Premises, protecting the Landlord and Tenant, jointly and severally, against any and all claims for injuries, including death, to persons and/or damages to property occurring in, upon or about the Premises and Building and every part thereof, such liability insurance to be in an amount determined by the Tenant, but not less than ONE MILLION DOLLARS (\$1,000,000.00) per person and ONE MILLION DOLLARS (\$1,000,000.00) for more than one person in any one person in any one accident and in which the limit of property damage liability shall be not less than \$100,000.00 for damage to Real Property Rented from Landlord. The Tenant shall furnish Landlord with a certificate of such insurance, which certificate shall provide that such insurance shall not be cancellable without thirty (30) days prior written notice to Landlord. Tenant shall name Landlord as an additional Insured at no cost to Landlord.

23. Destruction of Premises. In the event the Premises shall be destroyed or damaged by fire or other casualty during the terms of this Lease, to the extent that said Premises shall be unfit, in whole or in part, for the occupancy thereof by Tenant, the Landlord shall have the right to rebuild and repair the Premises to substantially conform to the Premises as were in existence prior to the damage or destruction, and to apply the proceeds of insurance obtained by Landlord or provided by Tenant against the costs thereof; provided that in the event Landlord elects not to restore or rebuild said Premises that Landlord shall furnish to Tenant written notice of such election not to proceed within ninety (90) days of the date of damage or destruction to said Premises or as soon thereafter as reasonably possible. In the event Landlord elects not to restore or rebuild within the time provided for herein, then this Lease shall terminate as of the date of damage or destruction and Tenant shall vacate the Premises within thirty (30) days from date of such termination.

In the event of the restoration or rebuilding, Landlord shall make every effort to commence work no later than one hundred and twenty (120) days after the event of such damage or destruction. In the event the work may not commence within one hundred twenty (120) days after the event of such damage or destruction, and by fault other than the Landlord's, Landlord agrees to prosecute the work diligently to begin work within a reasonable time of the date of the damage or destruction. The Landlord shall prosecute the work with diligence to completion, the same in any event to be completed within a reasonable time.

In the event of total destruction of the Building improvements or such damage thereto as shall render the same unfit for the carrying on of Tenant's business on the Premises, the payment of rent shall cease until the Building is rebuilt. Rental shall again commence in full if and when the Premises improvements are substantially completed and a certificate of re-occupancy is issued.

In the event of partial destruction or such damage that the business of Tenant may continue to be carried on without substantial interruption, and with or without temporary repair, the rent shall continue and not be abated.

In the event of the partial destruction or damage to the Premises so that the business of Tenant may be carried on but with substantial impairment, the rent shall be adjusted pro-rata to abate that part of the rent attributable to the unfit portion for that period of time.

24. Eminent Domain/Condemnation. If the whole of the Premises shall be taken for any public or quasi-public use under any statute by right of eminent domain, or if any part of the Premises is so taken and the part not so taken is insufficient in the sole discretion and determination of Landlord for the operation of Tenant's business, this Lease and the term granted by it shall cease and expire as respects the entire Premises on the date when possession shall be given by Tenant. All rents and other charges shall be prorated and paid to that date, and Landlord shall refund to Tenant all rents and other charges paid by Tenant in respect of any periods subsequent to such date. The Landlord shall be entitled to all proceeds of any condemnation; and Tenant shall assign to Landlord any right of interest of Tenant provided, however, that this provision shall not prohibit Tenant from prosecuting by separate action against the condemning authority any claim it may have for business damages.

25. Construction Liens. The Tenant shall not do or suffer anything to be done whereby the Land and Building of which the Premises are a part may be encumbered by any construction lien, and shall, whenever and as often as any construction lien is filed against the said Land and Building purporting to be for labor or materials furnished or to be furnished to the Tenant, discharge the same of record within thirty (30) days after the date Tenant receives notice of filing. Notice is hereby given that the Landlord shall not be liable for any labor or materials furnished or to be furnished to the Tenant upon credit, and that no construction or other lien for any such labor or materials shall attach to or affect the reversionary or other estate or interest of the Landlord in and to the Land and Building of which the Premises herein demised are a part. If requested by Landlord, Tenant shall execute a Memorandum and Short Form of this Lease, which shall be recorded giving this notice.

26. Subordination. This Lease is and shall be subject and subordinate in all respects to any and all mortgages and major leases (i.e., ground leases, overriding leases and underlying leases) now or hereafter placed upon the Land or Building or both, and the provisions hereof shall be self-operating and no further instrument of subordination shall be required.

The liability of the Landlord shall exist only so long as it is the owner of the fee or the leasehold of the subject real estate, and such liability shall not continue or survive after transfer of ownership of said fee or leasehold by Landlord. Tenant shall look only to Landlord's estate and property in the land and the Building (or the proceeds thereof) for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of Landlord or its partners or principals, disclosed or undisclosed, shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's

remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Premises.

In the event of transfer of Landlord's interest, either voluntarily or involuntarily, then upon request of the Landlord's successor, Tenant will attorn to Landlord's successor and will execute such instruments as may be necessary or appropriate to evidence such attornment.

27. Assignment, Sublease, or License. Tenant shall, with the prior written consent of Landlord, which may be granted or denied in Landlord's sole and reasonable discretion, either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein. Tenant shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof without the prior written consent of Landlord. In determining whether (or not) to grant its consent, Landlord shall have the right to request from any potential assignee or subtenant such financial and operational information as Landlord shall determine in order to reasonably satisfy itself that a potential assignee or subtenant and guarantor(s) have suitable experience and financial strength. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

28. Default or Breach. Each of the following events shall constitute a default or breach of this Lease by Tenant:

(a) If Tenant shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

(b) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within twenty (20) days after the institution or appointment.

(c) If Tenant shall fail to pay Landlord any rent or additional rent when the rent shall become due and shall not make the payment within ten (10) business days after the date said rent shall be due.

(d) If Tenant shall fail to perform or comply with any of the duties, obligations, or conditions of this Lease other than the nonpayment of rent and if the nonperformance shall continue for a period of thirty (30) days after notice thereof by Landlord to Tenant, or, if the performance cannot be reasonably had within the thirty (30) day period, Tenant shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance.

(e) If Tenant shall vacate or abandon the Premises.

(f) If this Lease or the estate of Tenant hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.

(g) If Tenant fails to take possession of the Premises within ten (10) business days of the date that it obtains a certificate of occupancy for the Premises.

29. Remedies for Tenant's Default. If the Tenant shall make any default hereunder, the Landlord shall have the following remedies in its sole discretion in addition to any other remedies permitted at law or in equity:

(a) Bring suit for the breach which has occurred without affecting the obligations of the parties to perform the balance of the lease.

(b) Declare the entire rental for the balance of the term of this Lease due and payable.

(c) Reenter the Premises without being liable for damage therefor, and relet the property, or any part thereof, or operate the same, with or without the Tenants furnishings, for the balance of the term and receive rents therefore and apply the same first to the payment of expenses of reasonable redecorating and making necessary repairs to the Premises, reasonable attorney's fees, brokers' commissions, advertising and all other reasonable expenses of the Landlord in reentering the Premises and reletting the Premises; and second, to the payment of the rent hereunder.

(d) Terminate this Lease by giving the Tenant written notice of termination, which shall not excuse breaches of this Lease, which have already occurred. Termination may occur only by written notice.

30. Landlords Right to Perform. Except as otherwise provided herein, if the Tenant fails to perform any of the covenants required to be performed by Tenant, then Landlord may, but shall not be required to perform such act or thing with respect to which Tenant is in default, at the expense of Tenant. Tenant shall repay such expense to Landlord. Any act or thing done by Landlord pursuant to the provisions hereof shall not be construed a waiver of any such default by Tenant or waiver of any covenant, term, or condition of this lease, or of any other right or remedy of Landlord. If any notice to Tenant is required, notice to Tenant shall not be required if the period for notice will jeopardize the Premises or the rights of the Landlord.

31. Interest, Penalties & Late Fees on Overdue Rent. Tenant shall owe Landlord a five percent (5%) late fee on any rent that Tenant pays to Landlord more than three (3) calendar days after its due date. If any check given to Landlord for any payment is dishonored for any reason whatsoever not attributable to Landlord, in addition to all other

remedies available to Landlord, upon demand, Tenant will reimburse Landlord for all insufficient funds, bank, or returned check fees, plus an administrative fee not to exceed the maximum amount prescribed by law. In addition, Landlord may require all future payments from Tenant to be made by cashier's check from a local bank, ACH payments, or by Federal Reserve wire transfer to Landlord's account.

42. Attorney's Fees. In the case of the failure of either party hereto to perform and comply with any of the covenants and conditions hereof within the time herein specified, and the said rent, or damages for the breach of any covenant or condition, is enforced or collected by suit or through an attorney at law, whether suit be brought or not, the party so failing to perform and comply hereby agrees to pay to the other party hereto a reasonable sum of money for legal fees, attorneys fees, together with the costs, charges, and expenses of such collection or other enforcement of rights in any suit, or otherwise. The prevailing party in any such litigation shall be entitled to attorney's fees.

33. Waiver. The failure of either of the parties hereto in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof, or to exercise any remedy, privilege, or option herein conferred upon or reserved to such party, shall not operate and not be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect.

34. Surrender of Possession. Tenant shall, on the last day of the term, or on earlier termination and forfeiture of the lease, peaceably and quietly surrender and deliver the Premises to Landlord free of sub tenancies, including all buildings, additions, and improvements constructed or placed thereon by Tenant, except movable trade fixtures, all in good condition and repair. Tenant shall, if not in default hereunder, remove its equipment, goods, trade fixtures and effects and those of all persons claiming by, through or under it, provided that such removal does not cause irreparable damage to the Premises. Any trade fixtures or personal property not used in connection with the operation of the Premises and belonging to Tenant, if not removed at the termination, and if Landlord shall so elect, shall be deemed abandoned and become the property of Landlord without any payment or offset therefor. Landlord may remove such fixtures or property from the Premises and store them at the risk and expense of Tenant if Landlord shall so elect. Tenant shall repair and restore all damage to the Premises caused by the removal of equipment, trade fixtures, and personal property. Tenant, if requested by Landlord, shall remove all business signs placed on the Premises by Tenant and restore the portion of the Premises on which they were placed in the same condition as when received. Upon surrender of the Premises to Landlord, Landlord shall give Tenant reasonable time to remove Tenant's medical equipment.

35. Holding Over. The failure of Tenant to surrender the Premises on the termination of the lease term, or any renewals thereof, and the subsequent holding over by Tenant, with or without the consent of Landlord, shall result in the creation of a tenancy at will at a monthly rental of 1.50 times the monthly rental existing for the last month of the lease term payable on the first day of each month in which the Tenant holds over. Should a tenancy at will be created under the provisions of this section, the tenancy may subsequently be terminated by either party hereto by that party giving thirty (30) days written notice of the intention to

terminate the tenancy to the other party to this Lease. This provision does not give Tenant any right to hold over at the expiration of this term, and all other terms and conditions of this Lease shall remain in force during any tenancy at will created by any holding over by Tenant.

36. Notices. All notices to be given with respect to this Lease shall be in writing. Notices may be sent by registered or certified mail postage prepaid and return receipt requested, FedEx or UPS to the party to be notified, to the addresses set forth above, or at such other address as either party may from time to time designate in writing.

Notices shall be deemed given when actually received; provided, however, notice if not sooner received shall be deemed to have been given three (3) days after it is deposited in the United States mail if deposited in the manner prescribed herein or on the Next delivery date if by FedEx or UPS. Nothing herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process including eviction procedures.

37. Total Agreement; Applicable to Successors. This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and assigns of both parties.

38. Radon Gas Notification. The following notification is required by Section 404.056(8), Florida Statutes:

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

39. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Florida. If either party shall institute legal action, such action shall be brought in Lake County, Florida.

40. Time of the Essence. Time is of the essence and in all provisions of this Lease.

41. Severability. If any term or provision of this Lease shall to any extent be held to be invalid or unenforceable under the applicable law, the remaining provisions of this Lease shall not be affected thereby but shall remain in full force and effect.

42. Tenant's Property. Any property brought onto the Premises by the Tenant shall be at the sole risk of the Tenant. Tenant shall be solely responsible for such property and is encouraged to obtain renter's insurance to protect Tenant's interest in such property.

43. Brokerage. In the event there is a claim against either party hereto with respect to any broker whatsoever, Landlord, whose action gives rise to the claim for commission shall indemnify Tenant against any liability, damage, cost or fee in connection with such claim, including, without limitation, attorneys' fees.

44. Hazardous Materials.

(a) Except for Hazardous Substances or other toxic materials kept or used in the Premises in commercial quantities similar to those quantities usually kept on similar Premises by others in the same business, profession or medical specialty, and which are used and kept in compliance with applicable public health, safety and environmental laws, Tenant shall not allow any Hazardous Substance, or other toxic material or medical waste to be located in, on or under the Premises or allow the Premises to be used for the manufacturing, handling, storage, distribution or disposal of any Hazardous Substance or other toxic material.

(b) Tenant shall at all times and in all respects comply with all federal, state or local laws, ordinances, regulations and orders applicable to the Premises or the use thereof relating to industrial hygiene, the handling, storage and disposal or transportation of any Hazardous Substance or toxic material. If Tenant breaches its obligations set forth in the preceding sentence or the presence of hazardous material on the Premises caused or permitted by Tenant results in the contamination of the Premises, the Building, the Land, or any part thereof then, in any such event, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including reasonable attorney's fees which may arise during or after the term of this Lease as a result of such contamination. Landlord and its agents or independent contractor shall have the right, but not the duty, to inspect the Premises from time to time without notice to Tenant and in such manner as will not unreasonably disturb or disrupt Tenant in order to permit Landlord to determine whether Tenant is complying with the terms of this paragraph.

(c) If Tenant becomes aware of the presence of any Hazardous Substance in or on the Premises (except for those Hazardous Substances or other toxic material brought, kept or used in the Premises by Tenant in commercial quantities similar to those quantities usually kept on similar Premises by others in the same business, and which are used and kept in compliance with applicable public health, safety and environmental laws) or if Tenant, or the Premises become subject to any order of any federal, state or local agency to repair, close, detoxify, decontaminate or otherwise cleanup the Premises, Tenant shall, at its own cost and expense, carry out and complete any repair, closure, detoxification, decontamination or other cleanup of the Premises. If Tenant fails to implement and diligently pursue any such repair, closure, detoxification, decontamination other cleanup of the Premises, Landlord shall have the right, but not the obligation, to carry out such action and to recover all of the costs and expenses from Tenant.

d) Hazardous Substances as such term is used in this Lease means any hazardous or toxic substance, material or waste, regulated or listed pursuant to any federal, state or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and the Occupational Safety and Health Act. It also shall include petroleum products.

45. Business Machines and Mechanical Equipment. The Tenant shall not place weight-bearing items upon any floor or portions of any floor of the Premises exceeding whichever of the following is the lesser: (a) the floor load per square foot area which such floor was designed to carry; or (b) the floor load per square foot area prescribed by law or applicable regulations. Business machines and mechanical equipment permitted to be placed in or upon the Premises shall be placed and maintained by Tenant at its expense in settings sufficient in the Landlords judgment to absorb and prevent vibration, noise and annoyance.

46. Common Areas. Tenant shall have the right of nonexclusive use, in common with others, of driveways and footways and of such loading facilities as may be designated, from time to time, by Landlord; all to be subject to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord. All common areas and facilities not within the Premises, which Tenant may be permitted to use and occupy so long as Tenant does not unreasonably interfere with Landlord's (or any other tenant's) access to other areas of the Building.

46. Signs. All identification signs, awnings and/or other signs on the interior or exterior of the premises that Tenant may wish to install, place or erect must be approved in writing in advance by Landlord and be installed, maintained and removed by Tenant at Tenant's expense if directed by Landlord at the end or termination of the Lease.

47. Force Majeure. Except for the payment of Rent or any other sum due from Tenant hereunder, whenever a period of time is prescribed hereunder for the taking of an action by Landlord or Tenant, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, war, terrorist attacks (including bio-chemical attacks), civil disturbances, an Emergency COVID-19 or other emergency pandemic related order issued by Lake County, and other causes beyond the reasonable control of such party.

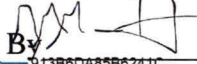
48. Charges by Landlord. It is further understood and agreed between the parties hereto that any charges against the Tenant by the Landlord for services or for work done on the Premises by order of the Tenant or otherwise accruing under this Lease shall be considered as rent due and shall be due and payable in full on the next rent payment date following the date on which such charges are incurred. Any such charges not paid by Tenant when due shall bear interest from the due date thereof until paid at six percent (6%) per annum.

Remainder of this page is intentionally left blank

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

Signed, sealed and delivered  
in the presence of:

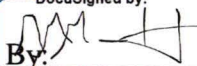
LANDLORD  
G3 MD, LLC

DocuSigned by:  
By: 

Gerard G. Guenther Jr., Manager

Witness as to Landlord

TENANT  
ESSENTIAL THERAPIES MD, LLC

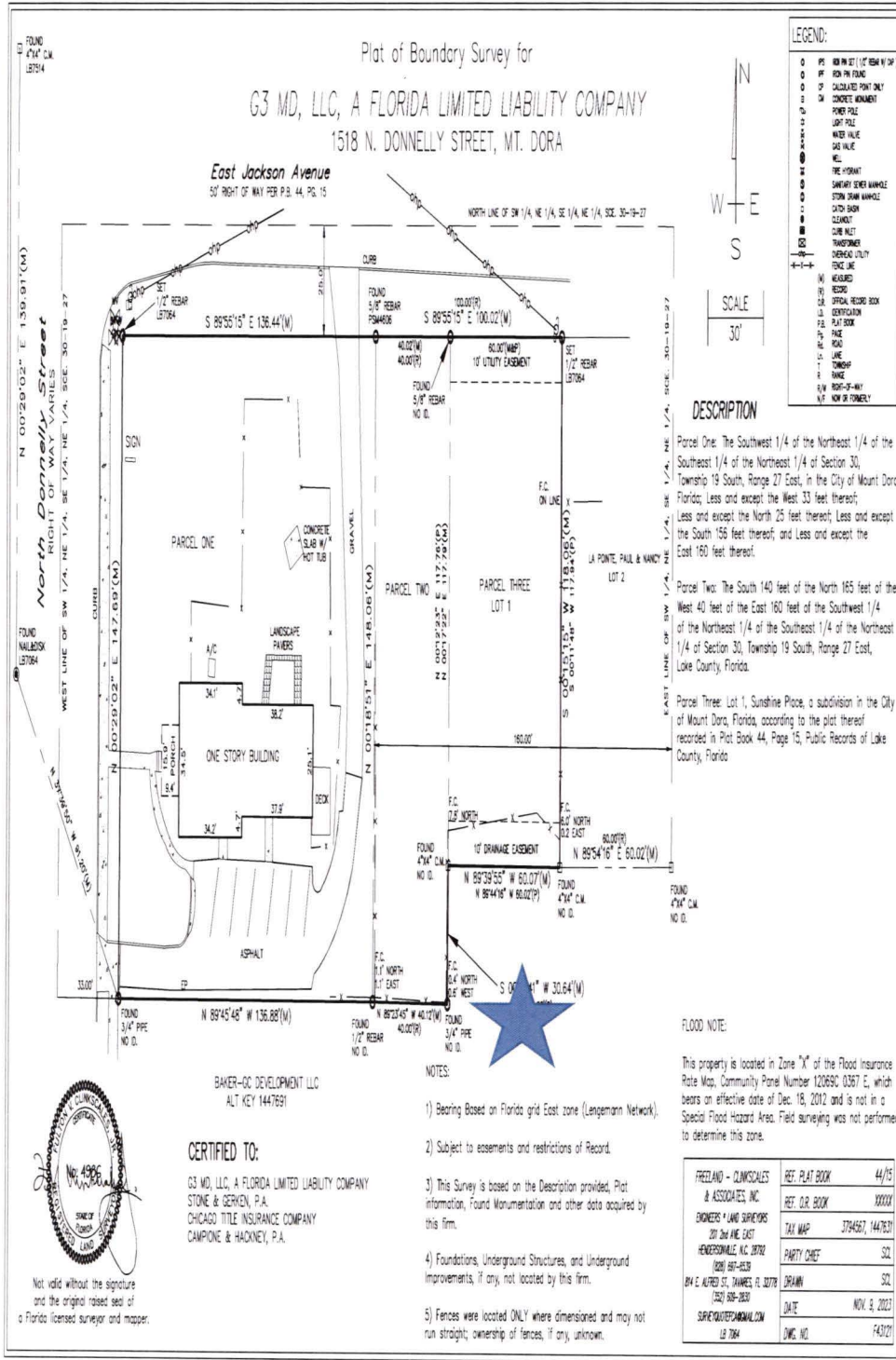
DocuSigned by:  
By: 

Gerard G. Guenther, Jr., as its Manager

Witness as to Tenant

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## EXHIBIT A The Premises



**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 G3 MD LLC, 1518 N. Donnelly St. Mount Dora, FL 32757, hereinafter referred to as “GRANTEE”.

**WITNESSETH**

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

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

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

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

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

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

**SECTION 1. RECITALS.**

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

**SECTION 2. PROPERTY.**

The GRANTEE is the owner of that property located at 1518 N Donnelly St, Mount Dora, FL, 32757, identified by the Lake County Property Appraiser through Parcel Number: 30-19-27-0001-000-02300, Alternate Key: 1447704 (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 GRANTEE shall maintain, with no substantial changes, subject to normal wear and tear, the Project improvements for a period of at least five (5) years unless otherwise agreed to by the CRA. If the GRANTEE fails to maintain the Project improvements for a period of five (5) years, GRANTEE shall reimburse the CRA for all grant monies expended hereunder.

9. During construction of the Project, the GRANTEE shall maintain a sign on the property indicating sponsorship by the CRA and the City of Mount Dora pursuant to the Program.
10. At times relevant to this Agreement, the GRANTEE shall maintain general liability insurance, in amounts acceptable to the CRA, to protect the Property upon which the Project is being constructed.

B. CRA

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

**SECTION 4. ERRORS IN DISBURSEMENT.**

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

**SECTION 5. ENTIRE AGREEMENT.**

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

**SECTION 6. APPLICABLE LAW, VENUE, JURY TRIAL.**

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

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

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

**SECTION 8.**            **INDEMNIFICATION.**

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

**SECTION 9.**            **BINDING EFFECT.**

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

**SECTION 10.**        **ASSIGNMENT.**

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

**SECTION 11.**        **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

**SECTION 12.**        **WAIVER.**

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

**SECTION 13.**        **FORCE MAJEURE.**

Neither party to this Agreement shall be liable to the other for failure to perform due to

acts of God, fire, flood, epidemic, labor dispute, civil commotion, and 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: G3 MD LLC  
Po Box 1273  
Mount Dora, FL 32756-1273

**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 \_\_\_\_\_, 2024.

**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**

\_\_\_\_\_  
Emeline Guenther, Property Manager

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Emeline Guenther who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath this \_\_\_\_ day of \_\_\_\_\_, 2024.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

**GRANTEE**

\_\_\_\_\_  
Emeline Guenther, Property Manager

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Emeline Guenther who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath this \_\_\_\_ day of \_\_\_\_\_, 2024.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida



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

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**DATE:** May 21, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Approval of the Amended and Restated Parking Agreement between the City of Mount Dora Florida, the City of Mount Dora Community Redevelopment Agency (CRA), and The First United Methodist Church, Inc.

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**Introduction:**

This is a request for the CRA Governing Board to approve the Amended and Restated Parking Agreement between the City of Mount Dora Florida, the City of Mount Dora Community Redevelopment Agency (CRA), and the First United Methodist Church, Inc.

**Discussion:**

This amended and restated shared parking agreement with the First United Methodist Church, Inc. for the parking lot located on the south side of 5th Avenue between Tremain Street and Grandview Street has been an important part of the downtown parking solutions. This agreement will extend this shared parking relationship for 10 additional years. The original agreement commenced in March 2004, with an amendment in 2006 (Attachment #1). This parking area is 1.37 acres and accommodates 120 parking spaces (includes four handicapped spaces and four posted church visitor designated spaces) with multiple ingress/egress access points off 5th Avenue. City Hall employees utilize parking during normal working hours and the parking lot is free to the public with the exception for church use. In addition, the Mount Dora Trolley has two vintage Trolley Buses that are located in the rear of the parking lot.

The CRA is committed to micro-surfacing and restriping of the parking asphalt once every five (5) years, and maintenance of the landscaping beds and lights in the parking lot on a routine basis as deemed necessary and appropriate at the discretion of the City and the CRA. This amendment allows the City to repair or replace the retaining wall on the western edge of the property.

The Church shall be able to charge for parking during special events throughout the term of this agreement.

**Budget Impact:**

None at this time. Future Task Authorizations for the wall repair and future resurfacing work will come back to the CRA Governing Board for approval.

**Strategic Impact:**

Economic Development, Redevelopment, Tourism, Quality of Life.

**Recommendation:**

Governing Board approve the Amended and Restated Parking Agreement between the City of Mount Dora Florida, the City of Mount Dora Community Redevelopment Agency (CRA), and the First United Methodist Church, Inc.

**Attachment(s):**

1. FUMC MD Amended Restated Parking Agreement with Exhibit A 5.10.24

Prepared by: Adam Sumner, CRA Administrator  
Reviewed by: City Attorney, City Attorney  
Jeanann Hand, City Clerk  
Vince Sandersfeld, City Manager

Approved - 5/14/2024  
Approved - 5/14/2024  
Final Approval - 5/14/2024

**AMENDED AND RESTATED  
PARKING AGREEMENT**

**THIS PARKING AGREEMENT** is made by and between the City of Mount Dora Florida, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, and the City of Mount Dora Community Redevelopment Agency, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter collectively referred to as CITY and The First United Methodist Church, Inc. of Mount Dora, 440 E 6<sup>th</sup> Avenue, Mount Dora, Florida 32757, hereinafter referred to as OWNER, as evidenced by the signatures affixed below.

**WITNESSETH:**

**WHEREAS**, on March 16, 2004, the parties entered into an Agreement related to the CITY's use of OWNER's property for public parking purposes, and said Agreement was amended by the parties on September 12, 2006, and amended and restated by the parties on or about May 25, 2022; and

**WHEREAS**, the parties have determined that it is in their best interest to update their arrangement and enter into this Amended and Restated Parking Agreement (hereinafter referred to as "Agreement").

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the CITY and OWNER is amended and restated as follows:

**1. PREMISES.**

OWNER and the CITY agree that the CITY shall be permitted to utilize the asphalt parking area generally located on the South side of East 5<sup>th</sup> Avenue across from the First United Methodist Church of Mount Dora, as depicted in **Exhibit "A"** attached hereto and identified by the Lake County Property Appraiser through Alternate Key 1472784 and Alternate Key 1476046 (hereinafter referred to as "Parking Area"), for the purposes set forth herein.

**2. TERM.**

Subject to either party's right to terminate as set forth in Section 7, the term of this Agreement shall be from the date of execution by both parties through May 26, 2047.

**3. CONSIDERATION.**

A. In consideration of the CITY's use of the Parking Area as set forth herein, CITY shall keep the Parking Area in a reasonably maintained and safe condition. City shall be responsible, at CITY's expense, for all maintenance and repair of the Parking Area, including, but not limited to, the following:

- i. The CITY shall cause the retaining wall located on the east side of the Parking Area between the portion of the Parking Area identified by Alternate Key

1476046 and that property identified by Alternate Key 1476054 to be demolished, redesigned and reconstructed (“Repair”). Prior to the CITY commencing such Repair, CITY shall provide OWNER with plans and specifications of the Repair and obtain Owner’s written approval to proceed via the appropriate building permit application. The CITY shall apply for the building permit, at CITY’s expense, and cause the Repair to begin as soon after approval of this Agreement by the CITY as possible and shall diligently thereafter continue the repair until completion.

- ii. Once every five (5) years, micro-surface and restripe of the asphalt in the Parking Area with the first micro-surface and restripe pursuant to this agreement occurring no later than September 30, 2025.
- iii. On a routine basis, maintain the landscaping beds, irrigation, and lights in the Parking Area.
- iv. Routine maintenance of the retaining walls within and bordering the Parking Area.

B. In addition to maintenance and repair, CITY shall strive to install flashing signs or similar traffic calming devices and measures for the crosswalk from the Parking Area to Owner’s property north of 5<sup>th</sup> Avenue. Any such improvements are subject to Owner’s approval, which shall not be unreasonably withheld.

**4. USE OF PREMISES.**

A. The Parking Area shall be open to the general public during all times, except the following times wherein the Parking Area shall be reserved exclusively for use of the OWNER, as it deems appropriate in its sole discretion, subject to the notice requirements set forth below:

- i. every Sunday from 7:30 a.m. to 1:00 p.m.;
- ii. during City-approved festivals and/or special events within the downtown area; and
- iii. during special church functions including, but not limited to, weddings, funerals, conferences, concerts, church fundraising events and the like. OWNER shall provide CITY with at least 72 hours advance notice of such events.

B. Except for those times in which the Parking Area is reserved exclusively for the OWNER as set forth in Section 4.A above, CITY and its employees, contractors and the like, shall have access to enter in and upon the Parking Area for the purpose of completing the Repair and for routine maintenance and repairs as required hereunder.

**5. PARKING FEES.**

A. At times when the Parking Area is open to the general public, as set forth herein, OWNER shall not charge the CITY or general public a fee for use of the Parking Area or any fee associated with parking.

B. At times when the Parking Area is under the exclusive use and control of the OWNER, the OWNER may charge for parking and use of the Parking Area in any manner which it deems appropriate in its sole discretion.

**6. SIGNAGE.**

The CITY shall provide and maintain signage indicating that the Parking Area is open for public parking. The CITY shall also provide and replace as necessary removable, locking sign covers to place over the public parking signs when the Parking Area is under the exclusive use and control of the OWNER.

**7. TERMINATION**

Either CITY or OWNER may terminate this Agreement, with or without cause, by giving one hundred eighty (180) days written notice to the other party.

**8. INSURANCE.**

A. The CITY shall maintain insurance coverage in the amount and of the types which it deems necessary and appropriate to cover itself related to this Agreement. Additionally, CITY shall maintain, at CITY's sole cost and expense, commercial general liability insurance naming OWNER as an additional insured and in form and content reasonably acceptable to OWNER with a minimum combined single limit of liability of Two Million Dollars (\$2,000,000.00). The amounts and types of insurance coverage chosen by the CITY shall in no way be construed as a waiver of its right to sovereign immunity. The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

B. The OWNER shall maintain insurance coverage in the amount and of the types which it deems necessary and appropriate to cover itself related to this Agreement and its ownership of the Parking Area. Additionally, OWNER shall maintain, at OWNER's sole cost and expense, commercial general liability insurance naming CITY as an additional insured and in form and content reasonably acceptable to CITY with a minimum combined single limit of liability of Two Million Dollars (\$2,000,000.00).

**9. INDEMNIFICATION.**

Each party shall be liable for its own acts, errors, omissions, and negligence, including that of such party's own officers, employees, agents, guests, invitees, or assigns. Accordingly, the indemnification provisions below shall not be construed to constitute an agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or

omissions. OWNER shall indemnify and hold harmless CITY against any actions or damages (including reasonable attorney's fees and costs of suit) arising out of OWNER's own acts, errors or omissions, and/or negligence or that of OWNER's officers, employees, or agents in connection with this Agreement. CITY shall indemnify and hold harmless OWNER against any actions or damages (including reasonable attorney's fees and costs of suit) arising out of CITY's own acts, errors or omissions, and/or negligence or that of CITY's officers, employees, or agents in connection with this Agreement. Under no circumstances shall the foregoing indemnification provided by the CITY constitute a waiver of sovereign immunity. CITY's indemnification shall be limited to \$200,000 for a single claim and \$300,000 for multiple claims arising out of the same incident, which limitations shall apply whether the underlying action sounds in contract or tort. These provisions shall survive the termination of this agreement.

**10. ATTORNEY'S FEES.**

If it becomes necessary for either party to take action, including legal action, to enforce this Agreement, then the non-prevailing party in such action shall pay the reasonable costs and attorney's fees, including reasonable costs and attorney's fees of appellate proceedings, incurred by the prevailing party in such action.

**11. NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered, to the last known mailing address shall constitute sufficient notice. All notice required and/or provided pursuant to this Lease Agreement, shall be given to the CITY and OWNER in writing and delivered by way of electronic mail; the United States Postal Service, first class mail, postage prepaid; hand delivery; or overnight mail, addressed to the following addresses of record:

CITY:  
City Manager  
510 N. Baker Street  
Mount Dora, Florida 32757  
Email: sandersfeldv@ci.mount-dora.fl.us

OWNER:  
First United Methodist Church of Mount Dora  
440 E 6<sup>th</sup> Avenue  
Mount Dora, Florida 32757  
Email: david@mtdorafumc.org

Either party may change the address by giving notice to the other party in the manner provided herein.

**12. RIGHT OF FIRST REFUSAL.**

If, during the term of this Agreement, OWNER decides to sell the Parking Area, CITY shall have a right of first refusal to purchase the Parking Area in accordance with this Section 12. OWNER shall not consummate the sale unless OWNER shall first deliver to CITY a notice

setting forth the sale price and material terms of the proposed transaction. CITY shall, within sixty (60) days from the date of OWNER's notice, have the right to purchase the Parking Area on the terms set forth in the notice by notifying OWNER in writing before the last day of the sixty (60) day period. If CITY so notifies OWNER, OWNER and CITY shall promptly execute a purchase and sale agreement to sell the Parking Area to CITY on the purchase terms contained in OWNER's notice and upon other terms typical to commercial real estate transactions in Lake County, Florida. If CITY fails to deliver written notice of acceptance of OWNER's terms within the sixty (60) day notice period, CITY's right of first refusal hereunder shall conclusively be deemed to be waived and OWNER shall be free to complete the proposed transaction free and clear of CITY's right of first refusal. If, however, OWNER does not complete the transaction within One (1) year from the end of the sixty (60) day notice period or reduces the purchase price by more than ten (10%) percent, then CITY's right of first refusal shall once again apply, and OWNER shall not complete such proposed transfer without first giving a new notice to CITY in compliance with this Section 12. Notwithstanding anything to the contrary contained in this Section 12, CITY's right of first refusal shall not apply to the following transactions or circumstances: a) any transfer or conveyance by OWNER to any church organization or affiliate of OWNER; b) any sale of the Parking Area that is part of a sale of OWNER's other assets or real estate (e.g. a sale including Alt Key parcel 3700473); or c) if this Agreement has been terminated. Upon any sale of the Parking Area, this Agreement and all obligations and liabilities of OWNER and CITY hereunder, shall terminate, if not sooner terminated, except for those obligations which by their terms survive the termination of this Agreement.

**13. ENTIRE AGREEMENT.**

This Agreement, including all referenced Exhibits attached 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 effect whatsoever on this Agreement.

**14. MODIFICATION.**

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

**15. 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.

**16. WAIVER.**

Failure by 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, condition, or right of election, but same shall remain in full force and effect.

**17. APPLICABLE LAW, VENUE, JURY TRIAL.**

The laws of the State of Florida shall govern all aspects of this Parking Agreement. In the event it is necessary for either party to initiate legal action regarding this agreement, venue shall lie in Lake County, Florida and the parties hereby waive their right to trial by jury in any action, proceeding or claim, which may be brought by either of the parties hereto, arising out of this Agreement.

**18. ASSIGNMENT.**

This Agreement shall only be assignable upon the express written consent of the OWNER. The CITY understands and agrees that the OWNER may assign its interest herein, and that in the event of such assignment, all of the CITY'S obligations under this Agreement shall remain in full force and effect.

*Signatures on the following page*

THE FIRST UNITED METHODIST CHURCH  
OF MOUNT DORA, INC.

By: Thomas A. Gay

Print: Thomas A. Gay

Title: Trustee

STATE OF FLORIDA  
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of  physical presence or [ ] online notarization of Thomas A. Gay, as Trustee, of The First United Methodist Church of Mount Dora, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Owner, and who is personally known to me or who produced FL license - Drivers as identification, and who did/did not take an oath this 14 day of May, 2024.

(stamp)

Meria Echavaria  
NOTARY PUBLIC, State of Florida



IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the \_\_\_\_ day of \_\_\_\_\_ 2024.

**CITY OF MOUNT DORA**

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

ATTEST:

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

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

\_\_\_\_\_  
Patrick Brackins/Andrew J. Hand, City Attorney

**CITY OF MOUNT DORA**  
**COMMUNITY REDEVELOPMENT**  
**AGENCY**

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

ATTEST:

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

# VICINITY MAP

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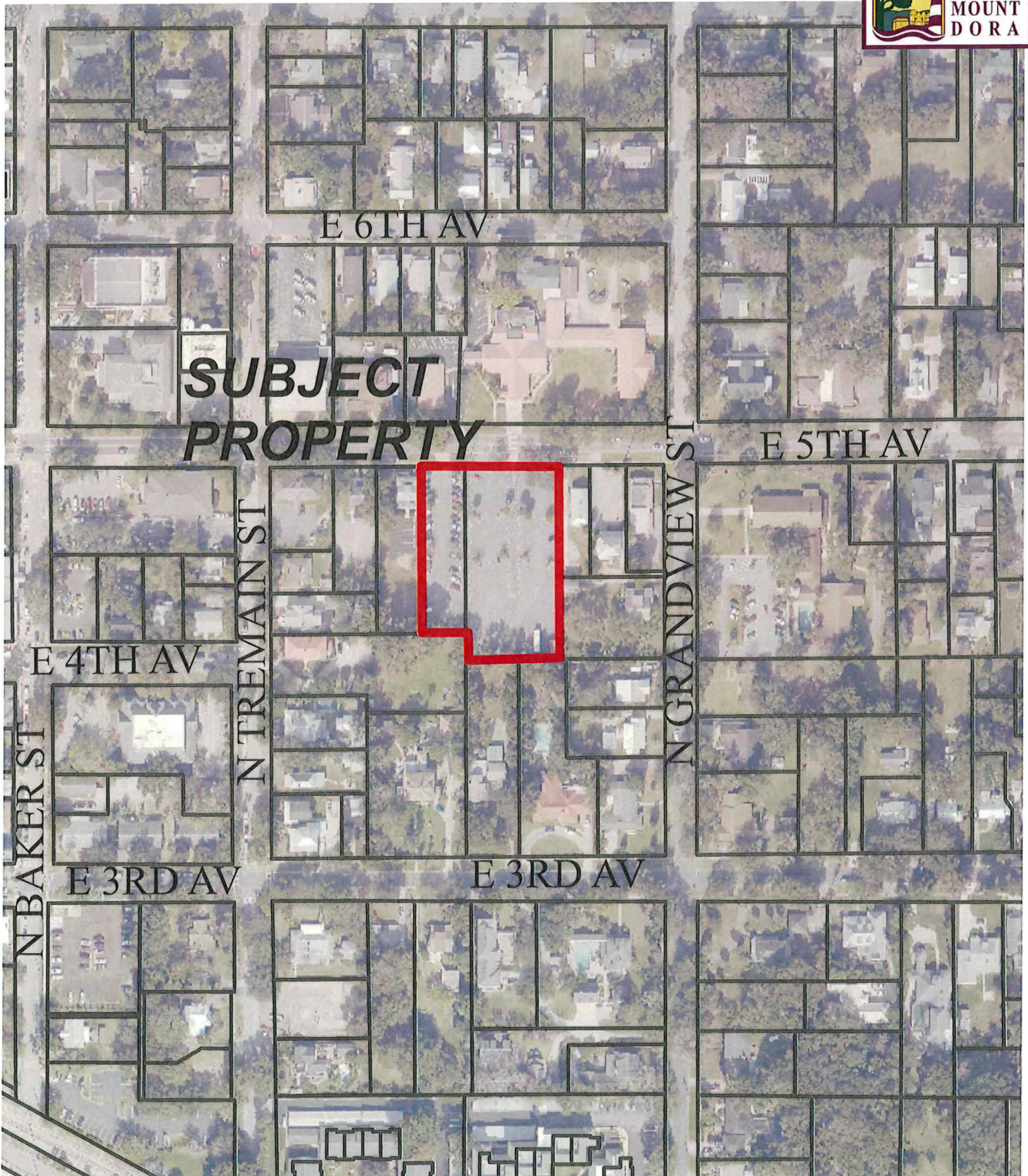


N.T.S.

## Legend



Subject Property



**SUBJECT  
PROPERTY**