



City of Mount Dora
510 N. Baker St.
Mount Dora, FL 32757
352-735-7126
Fax: 352-735-7191
E-mail: clerk@mountdora.gov

**CITY OF MOUNT DORA
DOWNTOWN COMMUNITY
REDEVELOPMENT AGENCY BOARD
City Hall Board Room
510 N. Baker Street, Mount Dora, FL
June 17, 2025 at 6:00 PM**

AGENDA

CALL TO ORDER

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENT

ACTION ITEMS

1. Commercial Visual Improvement Program (CVIP) Grant Agreement for 440 N. Donnelly Street 3

DISCUSSION ITEMS

OTHER BUSINESS

ADJOURNMENT

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

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

such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. The City shall not make or perfect such a record. Section 286.0105, *Florida Statutes*.

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

If hearing impaired, telephone the Florida Relay Service numbers (800) 955-8771 (TDD) or (800) 955- 8770 (Voice) for assistance.



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

DATE: June 17, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Commercial Visual Improvement Program (CVIP) Grant Agreement for 440 N. Donnelly Street

Introduction:

This is a request for the CRA Governing Board to approve the Commercial Visual Improvement Program (CVIP) Grant Agreement for 440 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). The City's website contains a copy of the approved/signed CVIP resolution. It resides on the CRA homepage.

This application from E 5th Ave 100 LLC is requesting a grant to cover 50% of the cost of the canopy replacement for 440 N. Donnelly St., formerly One Flight Up restaurant. The total cost of the project is \$9,912.24 and the grant would cover \$4,956.12. The grant requires a significant visual improvement of the property. The old canopy was in disrepair. The applicant was encouraged to add additional upgrades to the building to achieve a significant visual improvement of the property; however, they were unable to come up with any further improvements at this time.

Budget Impact:

\$4,956.12 from GL 117-1640-552.83.01, which has a fund balance of \$247,500

Strategic Impact:

Redevelopment, economic diversification, job creation, and private investment in the city.

Recommendation:

CRA Board approve the grant agreement for 440 N. Donnelly Street.

Attachment(s):

1. Attachment #1 VIP Grant Application 440 N. Donnelly St
2. E 5th AVE 100 LLC-CRA Grant Agreement

Prepared by: Adam Sumner, Planning Director
Reviewed by: Adam Sumner, Planning Director
Matthew Dodson, Budget Officer
Jennifer Gates, Accounting Manager
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 5/27/2025
Approved - 5/27/2025
Approved - 6/9/2025
Approved - 6/9/2025
Approved - 6/9/2025
Final Approval - 6/9/2025

ATTACHMENT #1



**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, unless the business is located in the Highland Ave. Business District, which has a maximum award of \$25,000— 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:

ATTACHMENT #1

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

REQUIREMENTS (continued)

- Permanent landscaping may be covered in this program, but must comply with city codes and ordinances and be consistent with any development plans adopted by the CRA. (Check with the city's Planning and Development Department at 352.735.7112 or plandev@cityofmoundora.com 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
- May make brief presentation at a CRA Governing Board 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.
- Apply for the grant before beginning work. Applicant would be taking risk of doing work without Grant Approval from the CRA Governing Board. Applicant must apply for and be issued a city building permit before commencing renovations or new construction, if applicable.
- Complete all improvements within 180 days of CRA Governing Board approval
- Prior to receiving matching contribution, submit all paid invoices, cancelled checks and photos of completed project. (The CRA reserves the right to refuse payment for any change orders not authorized prior to construction commencement.)
- Maintain and sustain improvements

APPLICATION CHECKLIST:

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

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

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

Updated 2024
As Adopted May 15, 2018,

ATTACHMENT #1

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

APPLICANT INFORMATION

Applicant's Name: Favito Hernandez, Vice President of Operations
Applicant's Corporate Name: CFL Property Group
Applicant's Corporate Business Address: 440 N. Donnelly St, Mount Dora, FL 32757
Name of Business at Project Address: Stairway 2 Donnelly Inc.
Applicant's City of Mount Dora Business Tax Receipt #: 24-00006798
Federal Tax ID Number or Social Security Number: 59-3278465
Applicant's Phone Numbers: 407-597-3202 Business 352-800-8066 Cell
Applicant's Email Address: Fhernandez@CFLpropertygrp.com
Is Applicant the property owner or a tenant proposing the façade improvements? Owner

PROPERTY INFORMATION

Property Owner's Name: E 5th Ave 100, LLC
Property Owner's Mailing Address: 8687 W. Irlo Bronson Mem Hwy #200 Kissimmee, FL 34747
Property/Project Address: 440 N. Donnelly St, Mount Dora, FL 32757
AltKey Number(s): 1465320
Name of Tenant(s): Stairway 2 Donnelly, Inc.
Lease Expiration Date: May 31, 2026 Option to Extend: ☒ Yes ☐ No How Long: 6 Years
Property Manager: Tristan Weld Phone: 352 800 8066
Email: tweld@cflpropertygrp.com

1. Is the proposed project located in the current CRA? ☒ Yes ☐ No

Total Applicant Funds: \$9,912.24 Total Anticipated Grant Request: \$4,956.12

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

Replace deteriorated awning with a new, heavy-duty vinyl awning. Restructure awning framework to extend through the middle. This will create one big awning. This will be stronger and more aesthetically pleasing.

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

The fabric is filthy and ripped. The framework is not securely fastened to the wall anymore in places.

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

The cost of these improvements will be matched dollar
for dollar by the property owner who will fund the
full project cost up front. The property owner also
intends to do significant paint work on their own dime in
addition to this awning replacement.

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

We have contracted someone to paint the metal frame to
protect it from rust. The vinyl material of the new awning
comes with a 5 year warranty. We also intend to contract
semi-annual cleanings of the awning to ensure it maintains
its strength and its appearance.

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

ATTACHMENT #1

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

TOTAL PROJECT BUDGET (Estimated)

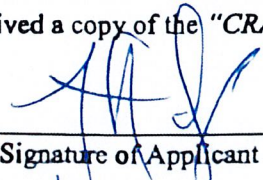
USE OF FUNDS (ACTIVITY)	SOURCE OF FUNDS	ESTIMATED COST
Walter's Annings and More	savings	\$ 9,912.24
		\$
		\$
		\$
		\$
		\$
		\$
		\$
TOTAL PROJECT BUDGET		\$ 9,912.24

The rest of this page is intentionally left blank.

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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. If any work is started prior to the execution of the Agreement the Applicant is taking on the risk of not receiving grant approval and subsequent reimbursement of expenses outlined in this application. Furthermore, the Applicant acknowledges that the CRA Board must approve the application and a corresponding CVIP Agreement prior to the award of any CVIP grant. Applicant also acknowledges that it must expend its matching contribution prior to any reimbursement of Agency CVIP grant funds.

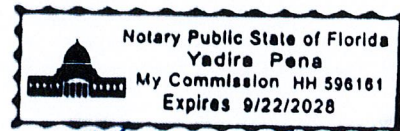
Applicant also acknowledges that it has received a copy of the "CRA Redevelopment Plan."


Signature of Applicant Fausto Hernandez

5/8/2025 Vice President of Operations

Date

Notary



Yadira Pena

ATTACHMENT #1

LIST OF ATTACHMENTS FOR FINAL APPLICATION/CVIP AGREEMENT

LIST OF ATTACHMENTS

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

ATTACHMENT "4"
CVIP Real Property Owner Consent

STATE OF FLORIDA }
} ss: COUNTY OF LAKE }

I, Fausto Hernandez, owner and/or authorized representative of AltKey# 1465320, also commonly known as n/a, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by CEL Property Group the tenant and/or business owner.

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

DATED this 8th day of May, 2025. Authorized Signature: [Signature]
Fausto Hernandez, Vice President of Operations

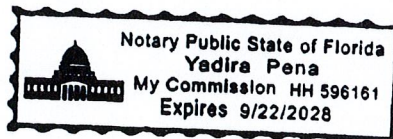
SIGNED AND SWORN TO before me

this 9th day of 5, 2025 by [Signature].

NOTARY PUBLIC

My Commission Expires:

9/22/2028





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
E 5TH AVE 100, LLC

Filing Information

Document Number L24000095408
FEI/EIN Number 99-2792036
Date Filed 02/23/2024
Effective Date 02/22/2024
State FL
Status ACTIVE

Principal Address

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

Changed: 04/24/2025

Mailing Address

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

Changed: 04/24/2025

Registered Agent Name & Address

WATSON SLOANE PLLC
390 N ORANGE AVENUE
SUITE 1800
ORLANDO, FL 32801

Authorized Person(s) Detail

Name & Address

Title MGR

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

Annual Reports

Report Year	Filed Date
2025	04/24/2025

Document Images

04/24/2025 -- ANNUAL REPORT	View image in PDF format
02/23/2024 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

nt #2919270030-002-00900

Parcel details
THAVE GIS
[GORA 32757] Property Appraiser

l. There is nothing due at this time.
ide on 11/25/2024 for \$37,778.56.

AMOUNT DUE		STATUS	
\$0.00	Paid \$37,778.56	11/25/2024	Receipt #2024-00244238
\$0.00	Paid \$33,907.54	11/16/2023	Receipt #2023-00189353

Prepared by and return to:

Scott A. Gerken/mal

Attorney at Law

Stone & Gerken, P.A.

632 East Fifth Avenue

Mount Dora, FL 32757

352-887-1700

File Number: MTDOPA-24001

Will Call No.:

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 1st day of April, 2024 between Mt. Dora Partners, L.L.C., a Florida limited liability company, whose post office address is P.O. Box 950, Dade City, FL 33526, grantor, and E 5TH AVE 100, LLC, a Florida limited liability company, whose post office address is 8687 W Irlo Bronson Memorial Hwy., Suite 200, Kissimmee, FL 34747, grantee:

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

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

Lots 9, 10 and 11, in Block 2, in Section 31, Township 19 South, Range 27 East, OFFICIAL MAP OF MT. DORA, according to the map or plat thereof as recorded in Plat Book 3, Page 37, Public Records of Lake County, Florida.

Parcel Identification Number: 2919270030-002-00900

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor, subject to and excluding any easements, restrictions and matters of record, but this reference shall not serve to reimpose the same.

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

ATTACHMENT #1

Signed, sealed and delivered in our presence:

Mt. Dora Partners, L.L.C., a Florida limited liability company

Witness Name: Yori Herrera
 Witness Address: 1083 Vine St.
Healdsburg, CA, 95448

By: _____

Robert B. Young, Manager

(Corporate Seal)

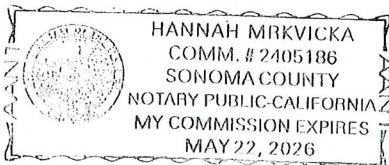
Witness Name: Heather Svendsen
 Witness Address: 517 Fitch St. #1
Healdsburg, CA 95448

State of California

County of Sonoma

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of March, 2024 by Robert B. Young, Manager of Mt. Dora Partners, L.L.C., on behalf of the corporation. He/she ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



Notary Public

Printed Name: _____

My Commission Expires: _____

05/22/2026

PROPERTY RECORD CARD

General Information

Name:	E 5TH AVE 100 LLC	Alternate Key:	1465320
Mailing Address:	8687 W IRLO BRONSON MEMORIAL HWY STE 200 KISSIMMEE, FL 34747 Update Mailing Address	Parcel Number: ⓘ	29-19-27-0030-002-00900
Property Location:	100 E 5TH AVE MOUNT DORA FL, 32757	Millage Group and City:	0MD1 Mount Dora
		2024 Total Certified Millage Rate:	18.8964
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
		Property Name:	JK THAI GARDEN NICHOLSON INJURY LAW MATAMO DESIGN Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	MOUNT DORA, 31-19-27 LOTS 9, 10, 11 BLK 2 PB 3 PGS 37-43 ORB 6312 PG 2366		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

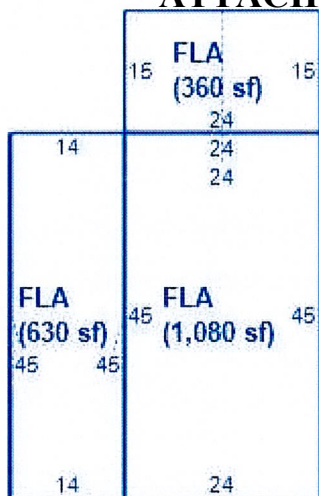
Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	STORE - 1 STORY FREE STANDING (1100)	0	0		12276.000	Square Feet		\$808,743.00	\$808,743.00
Click here for Zoning Info ⓘ FEMA Flood Map									

Commercial Building(s)

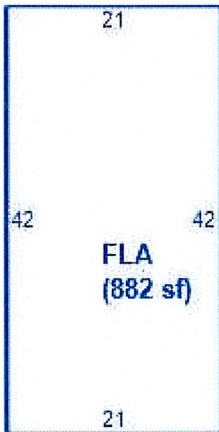
Building 1

Commercial	Building Value: \$203,423.00 Building Use: RESTAURANT & CAFETERIA (21C) Structure Type:		
Summary	Section(s)		
Year Built:	1924	Section Type	No. Stories Ground Floor Area
Total Effective Area:	2070	FINISHED LIVING AREA (FLA)	1.00 2070
Full Bathrooms:	1	View Larger	
Half Bathrooms:	2		
Elevators:	0		
Elevator Landings:	0		
Residential Units:	0		
Kitchens:	0		
Fireplaces:	1		

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Building 2

Commercial	Building Value: \$126,088.00 Building Use: PROFESSIONAL BLDG (19C) Structure Type:		
Summary		Section(s)	
Year Built:	1916	Section Type	No. Stories Ground Floor Area
Total Effective Area:	882	FINISHED LIVING AREA (FLA)	1.00 882
Full Bathrooms:	0		
Half Bathrooms:	1		
Elevators:	0		
Elevator Landings:	0		
Residential Units:	0		
Kitchens:	0		
Fireplaces:	0		
		View Larger	

Building 3

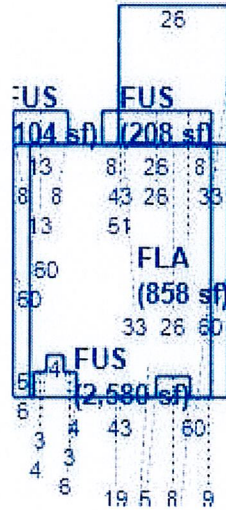
Commercial	Building Value: \$340,650.00 Building Use: 1 STORY STORE (11C) Structure Type:		
------------	--	--	--

Section(s)

COP
(64 sf)

Building Value: \$601,726.00
Building Use: 1 STORY STORE (11C)
Structure Type:

Sales History

COP
(602 sf)

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	PAVING (CPAV1)	1300	SF	1964	\$1,053.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6312 / 2366	03/30/2024	Warranty Deed	Qualified	Improved	\$4,329,000.00
1694 / 2140	03/01/1999	Warranty Deed	Qualified	Improved	\$1,450,000.00
1694 / 2136	02/04/1999	Quit Claim Deed	Unqualified	Improved	\$0.00
1244 / 926	08/01/1993	Warranty Deed	Unqualified	Improved	\$200,000.00
1204 / 727	12/01/1992	Certificate of Title	Unqualified	Improved	\$550,000.00
1100 / 2403	03/01/1991	Warranty Deed	Unqualified	Improved	\$662,800.00
1004 / 1146	03/01/1989	Warranty Deed	Unqualified	Improved	\$700,000.00
683 / 569	02/01/1982	Warranty Deed	Unqualified	Improved	\$160,000.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2025 WORKING VALUES which are subject to change until certified. The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$2,081,683	\$2,081,683	\$2,081,683	5.0364	\$10,484.19
SCHOOL BOARD STATE	\$2,081,683	\$2,081,683	\$2,081,683	3.1240	\$6,503.18
SCHOOL BOARD LOCAL	\$2,081,683	\$2,081,683	\$2,081,683	2.9980	\$6,240.89
LAKE COUNTY WATER AUTHORITY	\$2,081,683	\$2,081,683	\$2,081,683	0.2940	\$612.01

NORTH LAKE HOSPITAL DIST	\$2,081,683	\$2,081,683	\$2,081,683	0.4100	\$853.49
ST JOHNS RIVER FL WATER MGMT DIST	\$2,081,683	\$2,081,683	\$2,081,683	0.1793	\$373.25
CITY OF MOUNT DORA	\$2,081,683	\$2,081,683	\$2,081,683	6.3000	\$13,114.60
LAKE COUNTY MSTU AMBULANCE	\$2,081,683	\$2,081,683	\$2,081,683	0.4629	\$963.61
LAKE COUNTY VOTED DEBT SERVICE	\$2,081,683	\$2,081,683	\$2,081,683	0.0918	\$191.10
				Total:	Total:
				18.8964	\$39,336.32

Exemptions Information

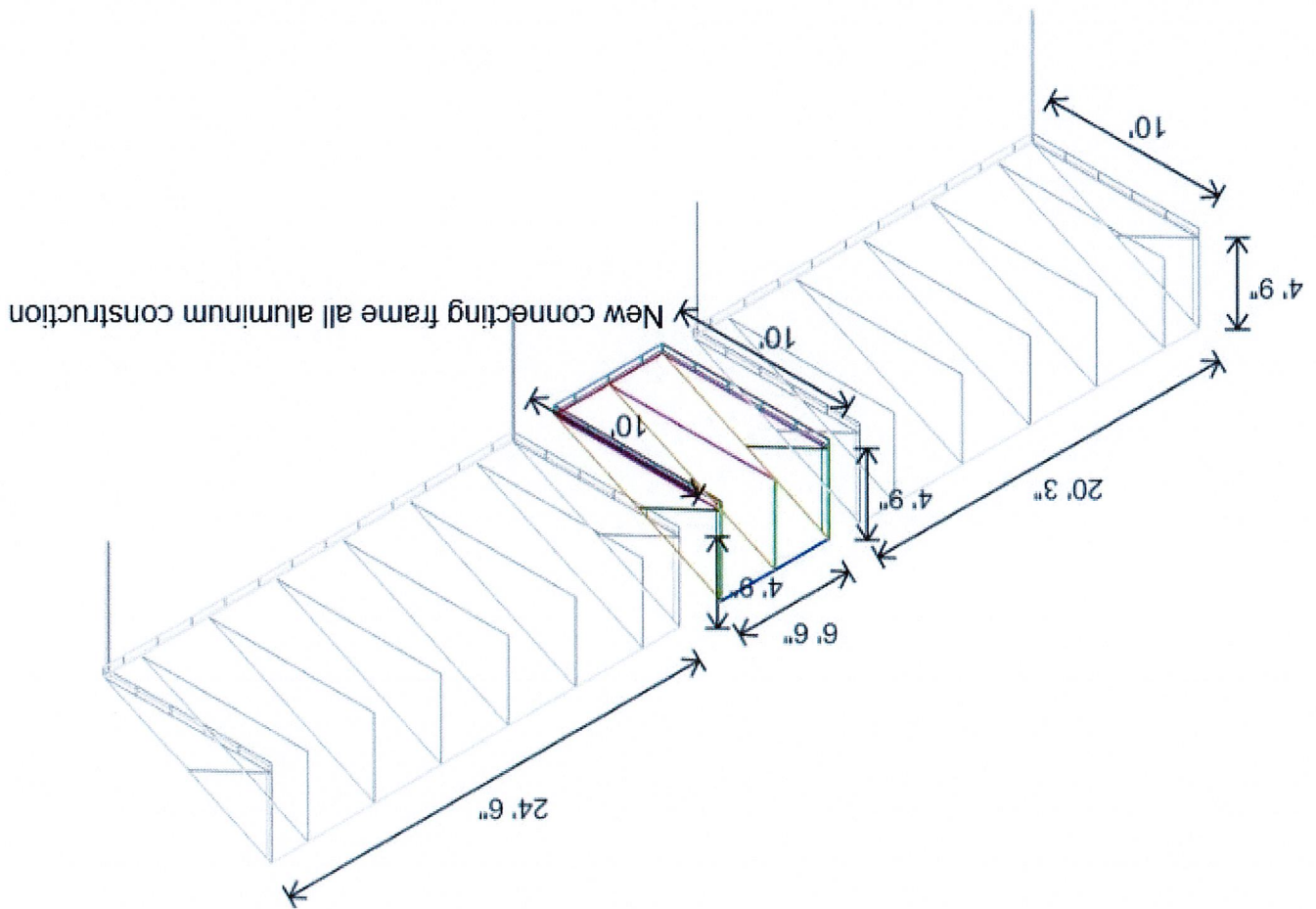
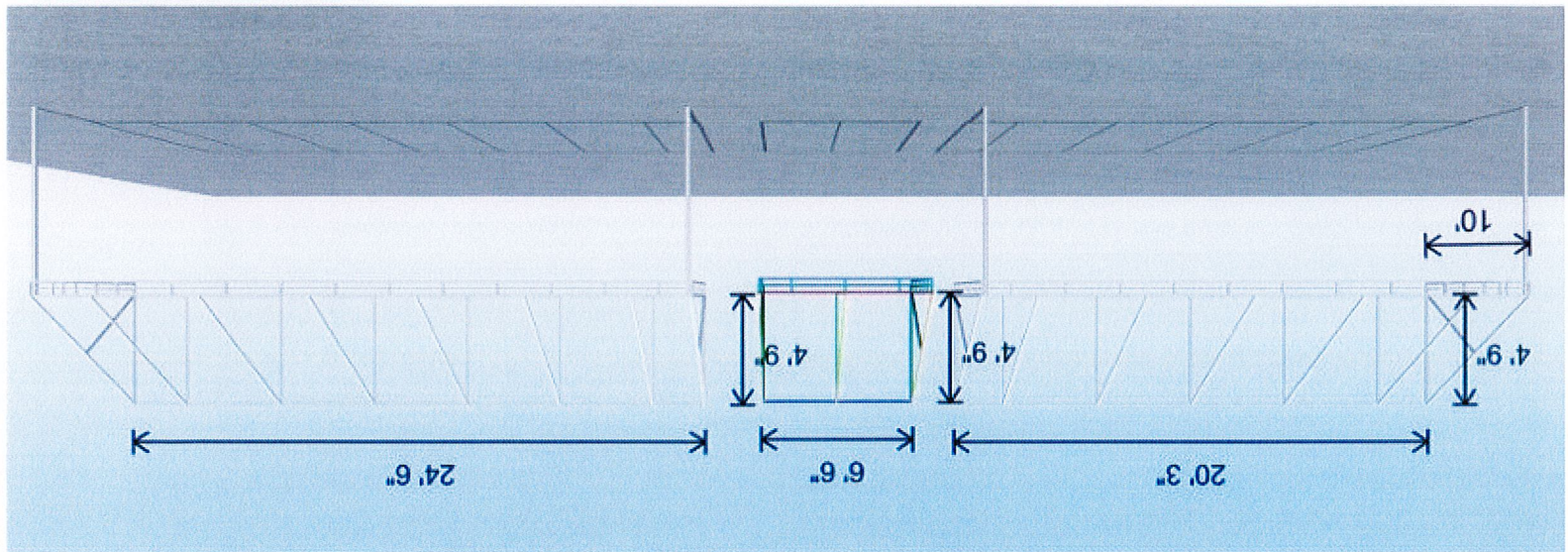
This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000)	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data updated nightly.

[Site Notice](#)









ATTACHMENT #1

ATTACHMENT #1

EAST FIFTH AVE.

(66' RIGHT OF WAY)

MAIL & DISK
(FOUND)
@ 45.64

PLANTER

61079

2 STORY
BLOCK BUILDING

1 STORY
BLOCK BUILDING

1 STORY
BLOCK BUILDING

16' ALLEY

99.00'(R)
500°00'00"W, 98.97'(M)

Concept Unit

LOT 11

2 STORY
BLOCK BUILDING

10710

10/10

1 STORY
BASEMENT

BRICK BUILDING

SCRIBED 'X'
(FOUND)

DO^W 124. DO^(M)
124.0 f(R)

0.35
11.705

(SET)

MAIL & DISK
(SET)

NAIL & DISK

4.9 SOUTH HLINOS

N 89° 59' 40" E

BUILDING CORNER

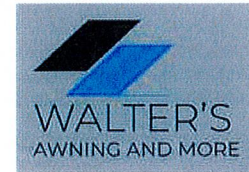
2 STOR
BRICK BOLL

MENT #1

FYI: This area is also concrete.

(66' RIGHT OF WAY)

INVOICE

**Walter's awning and more.**

7157 Narcoossee rd. #1150
Orlando FL 32822
321-442-2571

BILL TO

CFL Property Group
428 North Donnelly St. Suite #3
Mount Dora, FL 32757

INVOICE #

538

INVOICE DATE

04/08/2025

DESCRIPTION	AMOUNT
Traditional style awning, new connecting frame only, All aluminum construction. Dimension: width 6' 6" x projection 10' x drop height 4'9"	1,515.88
Traditional style awning re-cover Full with connecting frame dimensions: width 52' 5" x projection 10' x drop height 4'9" Features: 10 rafter lacing straps Fabric: Weblon® Coastline Plus® Awning 62" Terra Cotta CP-2796 Manufacture warranty on fabric: 5 years	6,596.36
Scope of work: Remove damage existing fabric. Remove dome awning. Grind away roasted areas on existing frame filled in with bundle and touch out paint. Re-secure existing frame to building Install connecting frame. Install new vinyl fabric All necessary hardware included	1,800.00
TOTAL	\$9,912.24

Thank you

TERMS & CONDITIONS

Deposit 50% down. Balance due upon completion.
Estimated time of completion: 4 to 8 weeks
Estimates expire in 45 days. 1 year warranty on labor, covers any defects due to workmanship.
- Any additional services or changes to the scope of work may result in an adjustment to the final cost.

ATTACHMENT #1

Please review the above estimate. If you have any questions or require adjustments, feel free to contact us.

ATTACHMENT #1

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to 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.	1 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.) E 5th Avenue 100, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a 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. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) 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. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b 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 ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 8687 W Irlo Brons Memorial Highway Suite 200		Requester's name and address (optional)
6 City, state, and ZIP code Missimnee, FL 34747		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																																																			
Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																			
<table border="1"> <tr> <td colspan="10">Social security number</td> </tr> <tr> <td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td colspan="10">or</td> </tr> <tr> <td colspan="10">Employer identification number</td> </tr> <tr> <td>9</td><td>9</td><td>-</td><td>2</td><td>7</td><td>9</td><td>2</td><td>0</td><td>3</td><td>6</td> </tr> </table>		Social security number														-						or										Employer identification number										9	9	-	2	7	9	2	0	3	6
Social security number																																																			
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or																																																			
Employer identification number																																																			
9	9	-	2	7	9	2	0	3	6																																										

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.					
Sign Here	<table border="1"> <tr> <td>Signature of U.S. person</td> <td>Date</td> </tr> <tr> <td></td> <td>5/8/2025</td> </tr> </table>	Signature of U.S. person	Date		5/8/2025
Signature of U.S. person	Date				
	5/8/2025				

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. 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
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ATTACHMENT #1

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

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. LEARY MANAGEMENT GROUP, INC	
2 Business name/disregarded entity name, if different from above CFL PROPERTY GROUP	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 8687 W Irlo Bronson Memorial Hwy Suite 200	Requester's name and address (optional)
6 City, state, and ZIP code Kissimmee, FL 34747	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

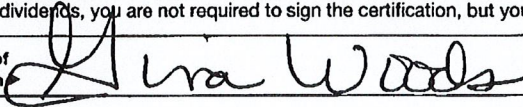
Social security number											
				-				-			
or											
Employer identification number											
5	9		-	3	2	7	8	4	6	5	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date ► 1/16/25
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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.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

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

THIS AGREEMENT is made by and between the City of Mount Dora Community Redevelopment Agency, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CRA” and E 5th Ave 100, LLC, 8687 W Irlo Bronson Memorial Hwy Ste 200, Kissimmee, FL 34747, hereinafter referred to as “GRANTEE”.

WITNESSETH

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

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

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

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

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

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

SECTION 1. **RECITALS.**

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

SECTION 2. **PROPERTY.**

The GRANTEE is the owner of that property located at 100 E 5th Avenue, Mount Dora, FL, 32757, identified by the Lake County Property Appraiser through Parcel Number: 29-19-27-0030-002-00900, Alternate Key: 1465320 (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 Four Thousand Nine Hundred Fifty-Six Dollars and Twelve Cents (\$4,956.12.00) 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, subcontractors, representatives, volunteers, or the like through and including any appeals stemming from the Program, the Project or this Agreement. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 9. **BINDING EFFECT.**

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

SECTION 10. **ASSIGNMENT.**

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

SECTION 11. **SEVERABILITY.**

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

SECTION 12. **WAIVER.**

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

SECTION 13. **FORCE MAJEURE.**

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other

than the CRA, or any other cause or event beyond the control of and without the fault of either party. If such a force majeure event causes delay in the GRANTEE's completion of the Project, the City Manager may administratively extend the 180 (one hundred eighty) day completion requirement for a length of time not to exceed 30 (thirty) days. In the event an extension greater than 30 days is necessary, such an extension must be granted by the CRA governing board.

SECTION 14. NOTICE.

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

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

Copy to: Patrick Brackins/Andrew Hand
Shepard, Smith, Hand & Brackins, P.A.
2300 Maitland Cntr Pkwy, Suite 100
Maitland, Florida 32751

GRANTEE: E 5th Ave, LLC
8687 W. Irlo Bronson Memorial Hwy Suite 200
Kissimmee, FL 34747

SECTION 15. MODIFICATION.

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

SECTION 16. HEADINGS.

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

SECTION 17. JOINT AUTHORSHIP.

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

SECTION 18. **ANTI-DISCRIMINATION.**

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

SECTION 19. **PUBLIC RECORDS.**

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF MOUNT DORA'S CUSTODIAN OF PUBLIC RECORDS:

**CITY CLERK: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
HANDJ@CITYOFMOUNTDORA.COM**

B. GRANTEE agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the City of Mount Dora to perform the services set forth herein.
2. Upon request from the City of Mount Dora's custodian of public records, provide the City of Mount Dora with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the GRANTEE does not transfer the records to the City of Mount Dora.
4. Upon completion of the contract, transfer, at no cost, to the City of Mount Dora all public records in possession of the GRANTEE or keep and maintain public records required by the City of Mount Dora to perform the services set forth herein. If the GRANTEE transfers all public records to the City of Mount Dora upon completion of the contract, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the contract, the

GRANTEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Mount Dora, upon request from the City of Mount Dora's custodian of public records, in a format that is compatible with the information technology systems of the City of Mount Dora.

SECTION 20. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the GRANTEE warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The GRANTEE further warrants that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 21. HUMAN TRAFFICKING AFFIDAVIT.

GRANTEE hereby certifies that GRANTEE does not use coercion for labor or services, as defined in § 787.06, *Florida Statutes*, and that GRANTEE has executed and provided to City the Human Trafficking Affidavit attached hereto as Exhibit "A" and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2025.

**CITY OF MOUNT DORA
COMMUNITY REDEVELOPMENT
AGENCY**

James Homich, 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


William Leary as Manager of Leary Family,
LLC (Manager of E 5th Ave, LLC)

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization of William Leary who is personally known to me or who produced
as identification, and who did/did not take an oath
this 9th day of June, 2025.

(SEAL)



PAULA K. RUPE
Notary Public
State of Florida
Comm# HH265406
Expires 6/20/2026


Notary Public, State of Florida

EXHIBIT "A"

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, *Florida Statutes*, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the **City of Mount Dora** (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of the Nongovernmental Entity, and I am authorized to provide this Affidavit its behalf.
3. Neither the Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, as may be amended from time to time.
4. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and attest that the statements made herein are true and are made for the benefit of and reliance by the Governmental Entity.

[Signature]
Authorized Signature
William N. Leary
Printed Name

E 5th Ave, LLC
Entity
Manager of Leary Family LLC
Title
(Manager of E 5th Ave, LLC)

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged and sworn before me by means of ☒ physical presence or ☐ online notarization of William N. Leary, as Manager of Leary Family LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 9th day of June, 2025.
(stamp)



PAULA K. RUPE
Notary Public
State of Florida
Comm# HH265406
Expires 6/20/2026

[Signature]
NOTARY PUBLIC