AGENDA

CALL TO ORDER:

DISCUSSION ITEMS

1. Resolution No. 2020-174 Northeast CRA, Approval of Purchase Agreement with Sound Doctrine Ministries


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 GWEN JOHNS, 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.
DATE:  November 3, 2020

TO:  Honorable Mayor and City Council Members

FROM:  Robin R. Hayes, City Manager

SUBJECT:  Resolution No. 2020-174 Northeast CRA, Approval of Purchase Agreement with Sound Doctrine Ministries

Introduction:
This is a request for Northeast CRA Governing Board to approve Resolution No. 2020-174 Northeast CRA, Approval of Real Property Purchase Agreement with Sound Doctrine Ministries.

Discussion:
The Northeast CRA has been given the opportunity to purchase two adjacent properties in the Northeast CRA. These two properties are adjacent to the Saving Faith Property that was recently purchased by the Northeast CRA. If all three properties were to be assembled they City/Northeast CRA would own 2 contiguous acres in the heart of the Northeast Community. This property could be developed as affordable housing, a community resource and recreation center or other project as outlined in the Northeast Redevelopment Plan.

Sound Doctrine Ministries Inc. is the willing seller of four (4) lots on located on the Eastside of Gorham Street, between Lincoln Avenue, Clayton St. and Grant Avenue within the Northeast CRA boundary, which consists of one parcel identified by the Lake County Property Appraiser through Alternate Key 1467420, 1467144, 1467446, and 3801287. The Sound Doctrine property is 1.07 acres which is currently vacant land. The appraised value on the property is $143,000. The owner has offered to sell the property to the Northeast CRA for $160,000 plus closing costs. The total cost of this property acquisition would not $165,000. Staff recommends this purchase to complete the assemblage of this 2 acre site. The Northeast CRA Advisory Committee recommended approval of the purchase of the Schuessler Property for $115,000 plus closing costs and the Sound Doctrine Property for $160,000 plus closing costs. These items were approved with a 4-0 vote. The advisory committee made the motions to approve these purchases as a site for the Community Resource and Recreation Center or affordable housing.

Zoning Note: Depending upon the proposed use and if ultimate lands are assembled, change in Land use and zoning to match the proposed use would be required.
**Budget Impact:**
The FY 2020-2021 budget GL account code for the Northeast CRA is 310-5555-561.00-00 NCR001 and it currently has allocated $500,000 for land acquisition. This purchase would total $165,000.

**Strategic Impact:**
The redevelopment of these properties could accomplish several of the goals of the Northeast Redevelopment Plan. This site could serve well for the development of affordable housing or a Northeast Resource and Recreation Center.

**Recommendation** Northeast CRA Governing Board to approve Resolution No. 2020-174 Northeast CRA.

**Attachment(s):**
1. Attachment 1 Clayton

Prepared by: Adam Sumner, CRA Administrator
Reviewed by: Vince Sandersfeld, Planning and Development Director
             Sherry Sutphen, City Attorney
             John McKinney, Finance Director
             Gwen Johns, City Clerk
             Jessica Burnham, Deputy City Clerk
             Robin R. Hayes, City Manager

Approved - 10/19/2020
Approved - 10/28/2020
Approved - 10/29/2020
Approved - 10/29/2020
Approved - 10/29/2020
Final Approval - 10/29/2020
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LAND APPRAISAL REPORT

Property Address: N Clayton St
City: Mount Dora
County: Lake
State: FL
Zip Code: 32757

Tax Year: 2019
R.E. Taxes: $ 0
Special Assessments: $ 0

Market Area Name: Mount Dora
Map Reference: 36740
Census Tract: 0309.14

Client: City of Mount Dora
Address: 510 N Baker Street, P.O. Box 176, Mount Dora, FL 32757

Appraiser: Gilberto Colorado
Address: 1900 S Bay Street, Eustis, FL 32726

The intended use of this appraisal is to estimate the opinion of market value for asset evaluation purposes as of March 20, 2020.

The subject is located in an urban neighborhood within the Mount Dora city limits, comprised mostly by well conventional and maintained older homes. It has good access to schools, transportation, services and recreational facilities, employment and shopping centers.

The subject is typically 3 to 6 months if reasonably priced and aggressively marketed. Financing is readily available with typical sales concessions on part of the sellers or buyers.

Are CC&Rs applicable? Yes No Unknown
The documents been reviewed? Yes No

 MPS Property Rights Appraised: Fee Simple Leasehold Leased Fee Other (describe)

Utilities
Gas
Electricity
Sanitary Sewer
Storm Sewer
Telephone
Multiutility

Other site elements:
Inside Lot Corner Lot Cul de Sac Underground Utilities Other (describe)

SUMMARY OF HIGHEST & BEST USE:
As improved residential single family.

SUMMARY OF HIGHEST & BEST USE:
Vacant land

SUMMARY OF HIGHEST & BEST USE:
Improved single family residential is the highest and best use for the subject property.

MARKET AREA DESCRIPTION:
Boundaries: Limit Ave to the north, East 5th Street to the south, State Road 441 to the east and North Donnelly Street to the west.

Characteristics
Location: Urban Suburban Rural
Built up: Over 75% 25-75% Under 25%

Growth rate: Rapid Stable Slow

Employment Stability

Adequacy of Utilities

Appraisal: Address:

MARKET CONNECTION, LLC (321) 946-2338

Northeast CRA Governing Board Packet - November 3, 2020

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null
NOTE:
This appraisal consists of three adjacent parcels.

LEGAL DESCRIPTION:
Alternate Key 3801287: Mont Dora, N 90 ft of S 120 ft of E 222.5 ft of Blk 133 PB 3 PGS 37-43 ORB 2704 PG 1633
Taxes: $440.76
Lot size: 90' X 223' = 20,070 sq ft.

Alternate Key 1467144: Mount Dora S 30 ft of S 120 ft of E 222.5 ft of Blk 133 PB 3 PGS 37-43 ORB 2703 PG 1726
Taxes: $146.92
Lot size: 30' X 223' = 6,690 sq ft.

Alternate Key 1467420: Mount Dora N 60 ft of E 222.5 ft Blk 140 PB 3 PGS 37-43 ORB 2703 PG 1726
Taxes: $323.82
Lot size: 60' X 223' = 13,380 sq ft.

Total taxes: $911.50.
Total lot size: 40,140 sq ft.
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<tr>
<th>Client</th>
<th>City of Mount Dora</th>
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<tr>
<td>Property Address</td>
<td>N Clayton St</td>
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<tr>
<td>City</td>
<td>Mount Dora</td>
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<tr>
<td>County</td>
<td>Lake</td>
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<tr>
<td>State</td>
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<td>Zip Code</td>
<td>32757</td>
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<tr>
<td>Owner</td>
<td>Sound Doctrine Ministries Inc</td>
</tr>
</tbody>
</table>

**Subject Front**

- N Clayton St
- Sales Price
- Gross Living Area
- Total Rooms
- Total Bedrooms
- Total Bathrooms
- Location: Residential/Avg
- View
- Site: 40,140
- Quality
- Age

**Subject Street**
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<th>Total Rooms</th>
<th>Total Bedrooms</th>
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<th>Location</th>
<th>View</th>
<th>Site</th>
<th>Quality</th>
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Location Map

Client: City of Mount Dora
Property Address: N Clayton St
City: Mount Dora
County: Lake
State: FL
Zip Code: 32757

Owner: Sound Doctrine Ministries Inc

Comparables:
- Comparable No. 1: 1001 Lincoln Ave, 0.25 miles E
- Comparable No. 2: 1023 N Clayton St, 0.09 miles S
- Comparable No. 3: 1320 N Highland St, 0.25 miles NE
**DAVID W. JORDAN**  
**LAKE COUNTY TAX COLLECTOR**  

**NOTE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**  
2019 Real Estate

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**PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602**

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<th>TAXBING AUTHORITY</th>
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**TOTAL:** 20.2764 $440.76

**NON-AD VALOREM ASSESSMENTS**

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**COMBINED TAXES AND ASSESSMENTS:** $440.76

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**DAVID W. JORDAN**  
**LAKE COUNTY TAX COLLECTOR**  

**NOTE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**  
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Form SCHNGL - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

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DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2019 Real Estate

ACCOUNT NUMBER | ESCROW CODE | ALTERNATE KEY | MILLAGE CODE
--- | --- | --- | ---
2919270050-133-00001 | 1467144 | OMD2

SOUND DOCTRINE MINISTRIES INC
PO BOX 33
MOUNT DORA, FL 32756

NORTH CLAYTON ST
MOUNT DORA S 30 FT OF S 120 FT OF E
222.5 FT OF BLK 133 PB 3PGS 37-430RB
2703 PG 1726

PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602

LAKE COUNTY GENERAL 6,494 0 6,494 0.0734 32.95
AMBULANCE MSTU 6,494 0 6,494 0.4629 3.01
ENVIRON LAND PURCHASE 6,494 0 6,494 0.1100 0.71
PUBLIC SCHOOLS
BY STATE LAW 8,708 0 8,708 3.8850 33.83
BY LOCAL BOARD 8,708 0 8,708 2.9980 26.11
CITY OF MOUNT DORA 6,494 0 6,494 6.2000 40.26
ST JOHNS WATER MGMT 6,494 0 6,494 0.2414 1.57
LAKE CO WATER AUTH 6,494 0 6,494 0.3557 2.31
N LAKE CNTY HOSP 6,494 0 6,494 0.9500 6.17

TOTAL: 20.2764 $146.92

NON-AD VALOREM ASSESSMENTS:

LEVYING AUTHORITY | RATE | AMOUNT
--- | --- | ---

COMBINED TAXES AND ASSESSMENTS: $146.92

Please Pay

DAVID W. JORDAN
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

LAKE COUNTY TAX COLLECTOR

2019 Real Estate

PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602

SOUND DOCTRINE MINISTRIES INC
PO BOX 33
MOUNT DORA, FL 32756

NORTH CLAYTON ST
MOUNT DORA S 30 FT OF S 120 FT OF E
222.5 FT OF BLK 133 PB 3PGS 37-430RB
2703 PG 1726

ACCOUNT NUMBER | ESCROW CODE | ALTERNATE KEY | MILLAGE CODE
--- | --- | --- | ---
2919270050-133-00001 | 1467144 | OMD2

00000000000 2019 0000014692 0000000001467144 00014
## Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

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**SOUND DOCTRINE MINISTRIES INC**  
PO BOX 33  
MOUNT DORA, FL 32756

**NORTH CLAYTON ST**  
MOUNT DORA N 60 FT OF E 222.5 FT BLK  
140 PB 3 PGS 37-430RB 2703 PG 1726

### Pay in US Funds to David W. Jordan, Tax Collector - PO Box 327 - Tavares, FL 32778-0327 - 352-343-9602

### Ad Valorem Taxes

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**Total:** 20,2764  
**Non-Ad Valorem Assessments:** $0.00

**Combined Taxes and Assessments:** $323.82  

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### Non-Ad Valorem Assessments

### Levyting Authority  
Rate  | Amount
---|---

### Combined Taxes and Assessments: $323.82

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</tbody>
</table>

**David W. Jordan**  
LAKE COUNTY TAX COLLECTOR - PO BOX 33 - TAVAES, FL 32778-0327 - 352-343-9602  
PO BOX 33  
MOUNT DORA, FL 32756

**NORTH CLAYTON ST**  
MOUNT DORA N 60 FT OF E 222.5 FT BLK  
140 PB 3 PGS 37-430RB 2703 PG 1726

### Account Number  
ESCROW CODE  | ALTERNATE KEY  | MILLAGE CODE
---|---|---
2919270050-140-00002 | 1467420 | 0MD2

---

**0000000000 2019 0000032382 000000001467420 0001 4**
DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interests; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, 2010.)

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.

2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.

3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.

5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.

6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.
CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

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6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.

9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.

10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED: N Clayton St, Mount Dora, FL 32757

APPRASIER: Gilberto Colorado

SUPERVISORY or CO-APPRASIER (if applicable):
<table>
<thead>
<tr>
<th>TABLE OF CONTENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>GP Land</td>
</tr>
<tr>
<td>Subject Photos</td>
</tr>
<tr>
<td>Comparable Photos 1-3</td>
</tr>
<tr>
<td>Location Map</td>
</tr>
<tr>
<td>Plat Map</td>
</tr>
<tr>
<td>Lake County Tax Records</td>
</tr>
<tr>
<td>Statement of Limiting Conditions</td>
</tr>
<tr>
<td>License</td>
</tr>
</tbody>
</table>
The purpose of this appraisal is to develop an opinion of:

- Market Value (as defined), or
- other type of value (describe)

This report reflects the following value of (not Current, see comments):

- Current (the Inspection Date is the Effective Date)
- Retrospective
- Prospective

Intended Use:
The intended use of this appraisal is to estimate the opinion of market value for asset evaluation purposes as of September 18, 2020.

The subject is located in an urban neighborhood within the Mount Dora city limits, comprised mostly by well conventional and maintained older homes. It has good access to schools, transportation, services and recreational facilities, employment and shopping centers.

MLS and realtors indicate a stable growth, stable property values and shortage in the subject market area. Marketing time for sales similar to older homes. It has good access to schools, transportation, services and recreational facilities, employment and shopping centers. The subject is located in an urban neighborhood within the Mount Dora city limits, comprised mostly by well conventional and maintained older homes. It has good access to schools, transportation, services and recreational facilities, employment and shopping centers.

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### LAND APPRAISAL REPORT

My research did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

**Final Reconciliation**

Indicated Value by: **Sales Comparison Approach** $20,000

Summary of Sales Comparison Approach

<table>
<thead>
<tr>
<th>FEATURE</th>
<th>SUBJECT PROPERTY</th>
<th>COMPARABLE NO. 1</th>
<th>COMPARABLE NO. 2</th>
<th>COMPARABLE NO. 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>TBD Gorham St, Mount Dora, FL 32757</td>
<td>Pine Ave, Mount Dora, FL 32757</td>
<td>E 12th Ave, Mount Dora, FL 32757</td>
<td>1320 N Highland St, Mount Dora, FL 32757</td>
</tr>
<tr>
<td>Proximity to Subject</td>
<td>0.30 miles NE</td>
<td>0.29 miles SW</td>
<td>0.21 miles E</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Designation:</th>
<th>Net Adjustment (Total, in $) + (–) $ Adjust</th>
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</thead>
<tbody>
<tr>
<td>Cash</td>
<td>10,000</td>
</tr>
<tr>
<td>Inspection</td>
<td>– $2,500</td>
</tr>
<tr>
<td>Fee Simple</td>
<td>– $2,000</td>
</tr>
<tr>
<td>Site Area</td>
<td>– $2,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Net Adjustment (Total, in $)</th>
<th>$20,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjusted Sale Price (in $)</td>
<td>$21,000</td>
</tr>
</tbody>
</table>

Equal weight was given to comparables no.1 - 3 which were the most recent/similar closed sales within the subject market area.

The three comparable utilized were considered good market value indicators.

The adjusted values range from a low of $19,500 to a high of $21,000 with the most probable market value of $20,000.

Notes:

1. Due to the very limited number of recent sales within the subject market area and with key physical characteristics such as location, lot size and high & dry acreage, a sale over one year were utilized. Typical in the subject market with no significant impact on value and/or marketability.

**PROJECT INFORMATION FOR PUDs (if applicable)**

The Subject is part of a Planned Unit Development.

**APPRAISER**

Appraiser Name: **Gilberto Colorado**

Company: **Market Connection, LLC**

Phone: 321-946-2338

Email: gilberto@mymarketconnection.com

Date of Report (Signature): 09/23/2020

License or Certification #: RD5836

State: FL

**SUPERVISORY APPRAISER (if required)**

Supervisory or CO-Appraiser Name: **ADAMS SUMMER**

Company: **Market Connection, LLC**

Phone: 321-946-2338

Email: ada@mymarketconnection.com

Date of Report (Signature): 09/23/2020

License or Certification #: RD5836

State: FL

**Photo Addenda**

City of Mount Dora

E-Mail: adams@cityofmoundora.com

Address: 510 N Baker Street, P.O. Box 176, Mount Dora, FL 32757

**APPRAISER**

Appraiser Name: **Gilberto Colorado**

Company: **Market Connection, LLC**

Phone: 321-946-2338

Email: gilberto@mymarketconnection.com

Date of Report (Signature): 09/23/2020

License or Certification #: RD5836

State: FL

**SUPERVISORY APPRAISER (if required)**

Supervisory or CO-Appraiser Name: **ADAMS SUMMER**

Company: **Market Connection, LLC**

Phone: 321-946-2338

Email: ada@mymarketconnection.com

Date of Report (Signature): 09/23/2020

License or Certification #: RD5836

State: FL

**Photo Addenda**

City of Mount Dora

E-Mail: adams@cityofmoundora.com

Address: 510 N Baker Street, P.O. Box 176, Mount Dora, FL 32757
Subject Photo Page

<table>
<thead>
<tr>
<th>Client</th>
<th>City of Mount Dora</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Address</td>
<td>TBD Gorham St</td>
</tr>
<tr>
<td>City</td>
<td>Mount Dora</td>
</tr>
<tr>
<td>County</td>
<td>Lake</td>
</tr>
<tr>
<td>State</td>
<td>FL</td>
</tr>
<tr>
<td>Zip Code</td>
<td>32757</td>
</tr>
<tr>
<td>Owner</td>
<td>Sound Doctrine Ministries Inc</td>
</tr>
</tbody>
</table>

**Subject Front**

- TBD Gorham St
- Sales Price
- Gross Living Area
- Total Rooms
- Total Bedrooms
- Total Bathrooms
- Location: Residential/Avg
- View
- Site: 6,188
- Quality
- Age

**Subject Street**
Comparable 1
Pine Ave
Prox. to Subject 0.30 miles NE
Sale Price 10,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Residential/Fair
View
Site 5,350
Quality
Age

Comparable 2
E 12th Ave
Prox. to Subject 0.29 miles SW
Sale Price 22,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Residential/Avg
View
Site 13,600
Quality
Age

Comparable 3
1320 N Highland St
Prox. to Subject 0.21 miles E
Sale Price 23,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Residential/Avg
View
Site 11,600
Quality
Age
<table>
<thead>
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</tr>
<tr>
<td>Owner</td>
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</tr>
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</table>
**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

**2019 Real Estate**

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>ESCROW CODE</th>
<th>ALTERNATE KEY</th>
<th>MILLAGE CODE</th>
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<tbody>
<tr>
<td>2919270050-140-00005</td>
<td>1467446</td>
<td>0MD2</td>
<td></td>
</tr>
</tbody>
</table>

**PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR - PO BOX 327 - TAVARES, FL 32778-0327 - 352-343-9602**

### AD VALOREM TAXES

<table>
<thead>
<tr>
<th>TAXING AUTHORITY</th>
<th>ASSESSED VALUE</th>
<th>EXEMPTION AMT</th>
<th>TAXABLE VALUE</th>
<th>MILLAGE RATE</th>
<th>TAXES LEVIED</th>
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<td>5,613</td>
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<tr>
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<td>5,613</td>
<td>0.4629</td>
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<tr>
<td>ENVIRON LAND PURCHASE</td>
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<td>0</td>
<td>5,613</td>
<td>0.1100</td>
<td>0.62</td>
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<tr>
<td>PUBLIC SCHOOLS</td>
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<td>16,129</td>
<td>3.8850</td>
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<td>BY STATE LAW</td>
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<td>BY LOCAL BOARD</td>
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<td>5,613</td>
<td>0.9500</td>
<td>5.33</td>
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<tr>
<td>N LAKE CNTY HOSP</td>
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<td>0</td>
<td>5,613</td>
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</tr>
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</table>

**TOTAL:** 20,2764 $186.19

### NON-AD VALOREM ASSESSMENTS

<table>
<thead>
<tr>
<th>LEVYING AUTHORITY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

**COMBINED TAXES AND ASSESSMENTS:** $186.19

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<tr>
<th></th>
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<tr>
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<td>$180.60</td>
<td>$182.47</td>
<td>$184.33</td>
<td>$186.19</td>
</tr>
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</table>

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**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

**2019 Real Estate**

**PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR - PO BOX 327 - TAVARES, FL 32778-0327 - 352-343-9602**

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</tbody>
</table>

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Form SCHNLG - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE
DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interests; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, 2010.)

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.

2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.

3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.

5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.

6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

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2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

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ADDRESS OF PROPERTY ANALYZED: TBD Gorham St, Mount Dora, FL 32757

APPRAISER: ___________________________ SUPERVISORY or CO-APPRAISER (if applicable): ___________________________

Signature: ___________________________ Signature: ___________________________

Name: ___________________________ Name: ___________________________

Title: ___________________________ Title: ___________________________

State Certification #: RD5836 State Certification #: ___________________________

or State License #: ___________________________ or State License #: ___________________________

State: FL Expiration Date of Certification or License: 11/30/2020

Date: ___________________________ Date Signed: 09/23/2020

Exp. Date of Certification or License: ___________________________

Date Signed: ___________________________ Did Did Not Inspect Property

Page 2 of 2
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED RESIDENTIAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

COLORADO, GILBERTO
1900 S BAY ST
EUSTIS FL 32726

LICENSE NUMBER: RD5836
EXPIRATION DATE: NOVEMBER 30, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.
REAL PROPERTY PURCHASE AGREEMENT

THIS AGREEMENT made by and between Sound Doctrine Ministries, Incorporated, PO Box 33, Mount Dora, FL, 32756, hereinafter collectively referred to as “SELLER” and the City of Mount Dora, a Florida Municipal Corporation, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as “CITY”.

WITNESSETH:

For and in consideration of the mutual covenants and conditions herein contained and under threat of condemnation, SELLER hereby agrees to sell and CITY hereby agrees to purchase a fee simple interest in the following described property, upon the following terms and conditions:

1. DESCRIPTION.
The legal description of the property is attached hereto as Composite Exhibit “A”, made a binding part hereof by this reference and shall hereafter be referred to as “Property”.

2. PURCHASE PRICE AND EXPENSES.
   A. At closing the CITY shall remit the amount of One Hundred and Sixty Thousand and 00/100 Dollars ($160,000.00) to SELLER for the purchase of the Property. The aforementioned amount includes all compensation due to SELLER.
   
   B. The CITY shall pay for all recording fees and costs associated with closing this transaction.

3. CONDITIONS AND LIMITATIONS.
   A. It is mutually understood that this Purchase Agreement is subject to final CITY acceptance. Final CITY acceptance shall be evidenced by the signature of the Mayor/Vice-Mayor of the City of Mount Dora. The date of final CITY acceptance shall hereafter be referred to as the “Effective Date.”
   
   B. It is understood and agreed by the parties that the CITY specifically appoints the City Attorney or City Manager for the City of Mount Dora to execute, on its behalf, all documents necessary to complete this transaction, including but not limited to, any further documentation as referenced hereinafter.

4. REPRESENTATION AND WARRANTIES OF SELLER.
Seller represents and warrants (which warranties shall survive the closing hereunder) to the COUNTY that:

   A. From and after the Effective Date, SELLER shall not perform or permit any act or event that might diminish, encumber or adversely and materially affect the condition of or title to the Property or CITY’S rights under this Contract.
   
   B. SELLER has not received notice from any governmental or quasi-governmental body or agency or from any person or entity with respect to any actual or threatened
taking of the Property or any portion thereof for any public or quasi-public purpose by the exercise of the right of condemnation or eminent domain, nor does SELLER have any knowledge of any such actual or threatened lawsuit by which any party claims an interest in the Property.

C. SELLER is in full compliance with requirements of all governmental authorities with respect to the Property and this Contract. SELLER has not received any notices from any city, county, state or other governmental authority or other person or entity regarding violations existing on the Property.

D. CITY has or shall have unobstructed and direct access to the Property on the date of closing to a dedicated public right-of-way.

E. SELLER warrants that there are no tenants, or any other occupant of the Property, having any right or claim to possession or use of the Property. Possession of the Property shall be delivered to CITY by SELLER free of rights or claims of any tenants, occupants or parties in possession which are unknown to CITY.

F. SELLER warrants that there has not been and there is not now: (i) any presence of any Hazardous Substances (as hereinafter defined) on, over, under or around the Property; (ii) any present or past generation, recycling, use, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substances on, over, under or around the Property; (iii) any failure to comply with any applicable local, state or federal environmental laws; (iv) any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Property or any adjacent properties; or (v) any spills or disposal of Hazardous Substances that have occurred or are presently occurring off the Property as a result of any construction or operation and use of the Property. For purposes of this agreement, the term “Hazardous Substances” means and includes, without limitation, any toxic or hazardous substances or materials, petroleum or other pollutants and substances, whether or not naturally occurring, including, without limitation, asbestos, radon, and methane gas, generated, treated, stored or disposed of, or otherwise deposited in or located on or under the Property, and also includes, without limitation, the surface and subsurface waters of the Property, and any activity undertaken or hereafter undertaken on the Property which would cause: (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. 6901, or any similar state law or local ordinance; (ii) a release or threatened release of hazardous waste from the Property within the ambit of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601, or any similar state law or local ordinance or any other environmental law; (iii) the discharge of pollutants or effluent into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. 1251, or the Clean Air Act, 42 U.S.C. 7401, or any similar state law or local ordinance; or (iv) any
substances or conditions in, on or under the Property which may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement, including the presence of any underground storage tanks or underground deposits located on the Property.

G. SELLER has received no notice, and has no knowledge, of any existing or pending special assessments affecting the Property which may be assessed by any governmental authority, water or sewer authority, drainage district or any other special taxing district or other entity.

H. There is no litigation, investigation or proceeding pending or threatened, or any other condition which relates to or affects the Property, or which would impair or otherwise adversely affect this Contract, SELLER’S performance hereunder and/or the CITY’S intended use of the Property.

I. SELLER has not entered into any other contracts, agreements or understandings, verbal or written, for the sale or transfer of any portion of the Property.

J. SELLER has not made any commitments to any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual, relating to the Property, which would impose any obligations upon CITY to make any contributions of money or land or to install or maintain any improvements, except as may be set forth in the Commitment.

K. The Property has not been registered or certified as “historic” by any local, state or federal governmental entity or historic commission.

L. There are no representations, statements or warranties made by SELLER, included in this Contract or in any exhibit attached hereto, which contain any untrue statements or omissions of a material fact which are necessary to make a statement of fact set forth herein not misleading.

M. Neither the execution and delivery of this Contract, compliance with the terms and conditions of this Contract, nor consummation of the sale, by SELLER, constitute or will constitute a violation or breach of any agreement or other instrument to which SELLER is a party, to which SELLER is subject or by which SELLER is bound. The statements and representations of SELLER set forth in this Contract shall be true and reaffirmed in writing at the closing and shall survive the closing.

N. SELLER warrants that there are no facts known to the SELLER which materially affect the value of the Property, which are not readily observable by the CITY or which have not been disclosed to the COUNTY.
O. If, after the Effective Date, any event occurs or condition exists of which SELLER has knowledge or about which SELLER receives information which renders any of the representations contained herein untrue or misleading, SELLER shall promptly notify CITY in writing and CITY shall thereafter have the option to terminate this Contract prior to closing. In such an event all payments made by CITY to SELLER shall remain the sole property of SELLER, this Contract shall be deemed null and void and CITY and SELLER shall be relieved from all liabilities and responsibilities hereunder except as specifically provided otherwise herein.

6. **INVESTIGATIONS AND INSPECTIONS OF PROPERTY.**
   A. CITY and its architects, engineers and/or other agents shall have a period of thirty (30) days following the Effective Date of this Contract (hereinafter referred to as the “Inspection Period”) within which to undertake such physical inspections and other investigations of and concerning the Property as may be necessary in order to evaluate the physical characteristics of the Property, including those matters disclosed by any survey, as well as such other matters as shall be deemed by the CITY to be necessary in order for the CITY to evaluate the Property and determine the feasibility of the CITY’S purchase of same. For such purpose, SELLER hereby grants to CITY and its agents or assigns full right of entry upon the Property and any part thereof during the Inspection Period for the purpose of undertaking such inspections and investigations. Any such investigations and/or inspections shall be done at the COUNTY’S expense except for those reports, analyses, and the like, referred to in sub-paragraph (B) hereof.

   B. SELLER shall provide to CITY, at no cost to CITY, copies of all reports and analyses that SELLER may have obtained, or been provided, at any time, regarding any portion of the Property prior to the Effective Date. CITY acknowledges that it will return same to SELLER in the event that the transaction contemplated by this Agreement does not timely close or the Agreement is terminated for any reason.

7. **SURVEY.**
   CITY may have the Property surveyed at its expense. If the survey obtained by the CITY discloses any encroachments or other adverse matters, which are unacceptable to the CITY in its sole discretion, the CITY shall be entitled to terminate this Contract by delivering written notice thereof to SELLER prior to the expiration of the Inspection Period, whereupon this Contract shall terminate as provided for herein.

8. **UNACCEPTABILITY OF INSPECTIONS.**
   In the event that the results of the inspections, investigations, reviews and/or feasibility studies are, in the CITY’S sole opinion and within the CITY’S sole discretion, unacceptable to CITY for any reason whatsoever, and CITY so notifies SELLER of that fact on or before the expiration of the Inspection Period provided for herein, then at CITY’S option and upon CITY’S request, CITY may terminate the Contract. If the Contract is terminated by CITY, it shall be rendered, null and void, and be of no further force and effect and all parties hereof shall thereupon be relieved and absolved of any other further liabilities or obligations whatsoever to each other hereunder, except with respect to the liabilities or obligations
hereunder which are expressly stated to survive the termination of this Contract. In the event CITY does not terminate this contract during the Inspection Period, CITY shall be deemed to have agreed to purchase the Property subject to any matters disclosed by the investigations and/or inspections of the Property obtained by CITY.

9. **OCCUPANCY.**
SELLER shall deliver occupancy of the Property to CITY at the time of closing.

10. **DISCLOSURE.**
In the event the subject property is held by SELLER in a representative capacity as stated in Florida Statutes, section 286.23, SELLER must comply with all requirements set forth therein. SELLER accepts this provision as the notice required by Florida Statutes, section 286.23, acknowledging that its disclosure must be made under oath, subject to the penalties for perjury and hereby waives its right to receive notice by registered mail.

11. **WAIVER OF CONFIDENTIALITY.**
The parties to this Agreement hereby waive and forego the procedures of Florida Statutes, Section 166.045 and, by doing so, also waive the confidentiality of the documents set forth in said statute. This Agreement does not constitute an “option contract” within the meaning of said statute.

12. **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 effect whatsoever on this Agreement.

13. **DEFAULT AND REMEDIES.**
A. Notwithstanding any provision contained in this Agreement to the contrary, neither party shall be entitled to declare the other party in default unless they have first given the other party ten (10) days written notice of such default and the other party has failed to cure such default within said ten (10) day period.

B. If for any reason, other than failure of SELLER to make SELLER’S title marketable after diligent effort, SELLER fails, neglects or refuses to perform this Contract, the CITY may seek specific performance.

14. **NOTICES.**
Whenever in this Agreement it shall be required or permitted that notice be given or served by either party hereto on the other, such notice shall be in writing and shall be deemed served when either delivered in person to the following designated agents for that purpose, sent by facsimile, nationally recognized overnight carrier, or deposited in the United States Mail overnight delivery, or by certified or registered mail, postage prepaid, return receipt requested, addressed to the other party as follows:
If to SELLER:  Sound Doctrine Ministries, Incorporated  
PO Box 33  
Mount Dora, Florida 32756

or such other addresses as SELLER may hereinafter designate by written notice to CITY. Any notice to be served on CITY shall be addressed as follows:

If to CITY:  
City of Mount Dora  
Robin Hayes, City Manager  
510 N. Baker Street  
Mount Dora, Florida 32757

copy to:  
Sherry G. Sutphen, City Attorney  
2707 E. Jefferson Street  
Orlando, Florida 32803

15.  FURTHER DOCUMENTATION.  
The parties agree that at any time following a request therefore by the other party, each shall execute and deliver to the other party such further documents and/or instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby. The cost associated with providing and/or recording any such document and/or instruments shall be paid by the party obligated to provide same.

16.  ATTORNEYS’ FEES  
Each party shall bear its own legal expenses in connection with the negotiation and closing of this Agreement.

17.  MISCELLANEOUS.  
A.  If all or any portion of the provisions of this Agreement shall be declared invalid by laws applicable thereto and if the intent of this Agreement is not thereby precluded, then such invalid portion shall be ineffective and unenforceable without invalidating the remaining provisions hereof.

B.  This Agreement shall bind and inure to the benefit and burden of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

C.  The parties hereto stipulate and agree that the venue of any litigation arising hereunder shall be in the Florida Circuit Court for Lake County.

D.  The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement.
18. **RADON GAS.**
Pursuant to the provisions of Section 404.056(5), Florida Statutes, SELLER hereby notifies COUNTY as follows with respect to the Property: “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.”

19. **OFFER, ACCEPTANCE AND CLOSING.**
In the event this Agreement is not executed by the CITY and delivered to SELLER or the fact of execution by the CITY communicated in writing to SELLER on or before the 30th day following the date of execution of this Agreement by SELLER, then this Agreement shall be null and void and of no further force and effect. This Agreement shall be closed with the easement instrument and possession delivered within Ninety (90) days of the Effective Date. Unless the Closing date is specifically extended by the CITY and SELLER or by any other provision in this Agreement, the Closing Date shall prevail over all other time periods, including, but not limited to, Inspection Periods. If this transaction does not close for any reason, CITY will immediately return all SELLER provided title evidence, surveys and other items.

20. **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.

*Signatures on the following page*
IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names on the 28th day of October, 2020.

SELLER:
SOUND DOCTRINE MINISTRIES, INCORPORATED

[Signature]
Print: Michael Ward
Title: Pastor

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Michael Ward, as Pastor, of Sound Doctrine Ministries, Incorporated, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the corporation and who is personally known to me or who produced FL DL as identification, and who did did not take an oath this 28th day of October, 2020.

[Signature]
Notary Public, State of Florida

CITY:
CITY OF MOUNT DORA

Catherine T. Hoechst, Mayor

ATTEST:

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

Gwen Keough-Johns, MMC
City Clerk

Sherry G. Sutphen
City Attorney
Composite Exhibit “A”

AK 1467420 and 1467144
THE SOUTH 30 FEET OF THE EAST 222.5 FEET OF BLOCK 133 AND THE NORTH 60 FEET OF THE EAST 222.5 FEET OF BLOCK 140 OF THE CITY OF MOUNT DORA, FLORIDA, ACCORDING TO THE OFFICIAL PLAT THEREOF ASRecorded IN PLAT BOOK 3, PAGES 37 THROUGH 43, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AK 1467446
THE NORTH 75 FEET OF WEST 82.8 FEET OF BLOCK 140, MOUNT DORA, ACCORDING TO THE MAP OR PLAT THEREOF ASRecorded IN PLAT BOOK 3, PAGE 37, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AK 3801287
THE NORTH 90 FEET OF THE SOUTH 120 FEET OF THE EAST 222.5 FEET, BLOCK 133, MOUNT DORA, FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF ASRecorded IN PLAT BOOK 3, PAGES 37 THROUGH 43, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
DATE: November 3, 2020

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager


Introduction:
This is a request for Northeast CRA Governing Board to approve Resolution No. 2020-173 Northeast CRA, Approval of Real Property Purchase Agreement with Richard Jr. and Carrie Ann Schuessler.

Discussion:
The Northeast CRA has been given the opportunity to purchase two adjacent properties in the Northeast CRA. These two properties are adjacent to the Saving Faith Property that was recently purchased by the Northeast CRA. If all three properties were to be assembled they City/Northeast CRA would own two contiguous acres in the heart of the Northeast Community. This property could be developed as affordable housing, a community resource and recreation center or other project as outlined in the Northeast Redevelopment Plan.

Richard Jr. and Carrie Ann Schuessler. is the willing seller of a lot on located on the Eastside of Gorham Street, between Lincoln Avenue, and Grant Avenue within the Northeast CRA boundary, which consists of one parcel identified by the Lake County Property Appraiser through Alternate Key 1467403. The Schuessler Property is 0.15 acre and currently has two rental homes on the property. The appraised value was $123,000. The property owned has offered the property to the Northeast CRA for $115,000 plus closing costs. The total acquisition would not exceed $120,000 with closing costs. One condition on the seller would be to deliver the property free of tenants or active rental agreements prior to closing. The seller has agreed, since the existing leases expire in December or are month to month. Staff recommends this purchase and acceptance of these terms.

Zoning Note: Depending upon the proposed use and if ultimate lands are assembled, change in Land use and zoning to match the proposed use would be required.

Budget Impact:
The FY 2020-2021 budget GL account code for the Northeast CRA is 310-5555-561.00-00 CNR001 and it currently has allocated $500,000 for land acquisition. This purchase would total $120,000.

**Strategic Impact:**
The redevelopment of these properties could accomplish several of the goals of the Northeast Redevelopment Plan. This site could serve well for the development of affordable housing or a Northeast Resource and Recreation Center.

**Recommendation** Northeast CRA Governing Board to approve Resolution No. 2020-173 Northeast CRA.

**Attachment(s):**
1. Attachment 1 1316 Gorham Ave Mount Dora FL 32757

Prepared by: Adam Sumner, CRA Administrator
Reviewed by: Vince Sandersfeld, Planning and Development Director  Approved - 10/19/2020
               Sherry Sutphen, City Attorney  Approved - 10/28/2020
               John McKinney, Finance Director  Approved - 10/29/2020
               Gwen Johns, City Clerk  Approved - 10/29/2020
               Jessica Burnham, Deputy City Clerk  Approved - 10/29/2020
               Robin R. Hayes, City Manager  Final Approval - 10/29/2020
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### 2-4 Unit Residential Appraisal Report

**Property Address:** 1316 Gorham St  
**City:** Mount Dora  
**State:** FL  
**Zip Code:** 32757  
**County:** Lake  
**Legal Description:** Mount Dora S 75 ft of N 150 ft of W 82.5 ft Blk 140 PB 3 PGS 37-43 ORB 4938

### Market Area Description
- **Occupant:** Owner  
- **Tenant:** N/A  
- **Vacant:** No  
- **Project Type:** PUD  
- **Other (describe):**

**Tax Year:** 2019  
**R.E. Taxes:** $1,192  
**Special Assessments:** $0  
**HOA:** $0  
**per yr.**  
**per mo.**

### Preparation of Appraisal
- **Preparation Date:** November 3, 2020

### Site Description
- **Utilities:** Electric, Gas, Water  
- **Provider/Description:**
- **Off-site Improvements:** Street Paved, Residential

### Market Area
- **Boundaries:** Limit Ave to the north, East  
- **Marketing time:** Under 3 Mos.  
- **Demand/supply:** In Balance  
- **Property values:** Stable  
- **Growth rate:** Stable  
- **Location:** Urban  
- **Utilities:** Public

### Zoning Compliance
- **Zoning Classification:** R-2
- **Area:** Residential

### Social and Economic Conditions
- **Population Change:** Predominantly Stable  
- **Boundaries:** Predominantly Level  
- **Public Amenities:** Inside Lot,Underground Utilities

### Market Data
- **Recent Sales:**
- **List Price:**
- **Sales Price:**
- **Days on Market:**
- **Sold Price:**
- **Sold Date:**
- **List Price:**
- **Sold Price:**
- **Sold Date:**

### Summary
- **Highest & Best Use:** Small income property
- **Present Land Use:** Small income property
- **Change in Land Use:** Small income property

### 2-4 Unit Housing
- **Type:** Owner, Tenant  
- **Bedrooms:** Vacant (0-5%)  
- **Bathrooms:** Vacant (>5%)  
- **Price:** $350  
- **Age:** 10  
- **Price:** $200  
- **Age:** 65  
- **Price:** $130  
- **Age:** 5  
- **Price:** $150  
- **Age:** 2  

### Site Comments
- **FEMA Spec'l Flood Hazard Area:** Yes  
- **FEMA Flood Zone:** X  
- **FEMA Map #:** 12069C0367E  
- **FEMA Map Date:** 12/18/2012

### Additional Information
- **No apparent adverse easement, encroachments or other adverse conditions noted at the time of the appraisal.**
### General Description
- **# of Units**: 2
- **Type**: Duplex
- **Foundation**: CB-Stucc-Siding
- **Wall Material**: Wood
- **Roof Surface**: Metal

### Exterior Description
- **Walls**: Drywalls
- **Trim**: Wood/Paint
- **Widows**: Fiberglass

### Foundation Description
- **Type**: Slab

### Heating
- **Type**: Central

### Parking and Amenities
- **Parking**: Detach.

### Description of the Improvements
#### Comparative Rental Analysis
<table>
<thead>
<tr>
<th>Property #1</th>
<th>Property #2</th>
<th>Property #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Address</td>
<td>Address</td>
</tr>
<tr>
<td>1316 Gorham St</td>
<td>601 Clarono Cir</td>
<td>182 Fearon Ave</td>
</tr>
<tr>
<td>Mount Dora, FL 32757</td>
<td>Mount Dora, FL 32757</td>
<td>Mount Dora, FL 32757</td>
</tr>
</tbody>
</table>

#### Unit Breakdown
<table>
<thead>
<tr>
<th>Unit</th>
<th>Beds.</th>
<th>Baths</th>
<th>GLA</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>3</td>
<td>1</td>
<td>900</td>
</tr>
<tr>
<td>#2</td>
<td>2</td>
<td>1</td>
<td>800</td>
</tr>
<tr>
<td>#3</td>
<td>2</td>
<td>1</td>
<td>700</td>
</tr>
</tbody>
</table>

#### Additional Features
- Front porch, laminated wood floor, ceiling fans, crown molding, tile backsplash.
There is very limited amount of recent rental comparable data available for duplex properties similar to the subject. The three comparable rentals are located in similar competing markets and are considered adequate market rentals indicators. The subject rents are typical of the area. The rent levels have stabilized over the last 6-12 months. The estimated market rent is based on the analysis of comparable rentals in the subject market area. All three comparable rentals were similar in location and amenities. Market rents range from a low of $950 to a high of $1,300 per unit. The most probable market rent for the subject property is $1,300 per unit per month.

### INCOME APPROACH TO VALUE

- **The Income Approach was not developed for this appraisal.**

<table>
<thead>
<tr>
<th>Address</th>
<th>Date</th>
<th>Sale Price</th>
<th>Gross Rent</th>
<th>GRM</th>
<th>Comments</th>
</tr>
</thead>
</table>

**Opinion of Monthly Market Rent**  
$1,300 \times \text{Gross Rent Multiplier } = \$123,500 \text{ Indicated Value by Income Approach.}

**Summary of Income Approach** (including support for market rent and GRM): See page 4 of 6.

---

**COMMENT ON LEASE DATA:**

- **Lease Dates Obtained**
- **Actual Rents**
- **Per Unit**
- **Total Rents**
- **Unfurnished**
- **Furnished**

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Lease Dates</th>
<th>Per Unit</th>
<th>Total Rents</th>
<th>Opinion of Market Rent</th>
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<tbody>
<tr>
<td></td>
<td>Begin Date</td>
<td>End Date</td>
<td>Unfurnished</td>
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<td>Unknown</td>
<td>Unknown</td>
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<td></td>
<td>$</td>
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</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
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</table>

**Comments on lease data from MLS.**

- **Utilities included in estimated rents:** Electric, Water, Sewer, Gas, Oil, Trash collection, Multimedia, Telephone, Other, None.

- **Comments on actual or estimated rents and other monthly income (including personal property):** The subject rents are typical of the area. The rent levels have stabilized over the last 6-12 months. The estimated market rent is based on the analysis of comparable rentals in the subject market area. All three comparable rentals were similar in location and amenities. Market rents range from a low of $1,250 to a high of $1,550 per unit. The most probable market rent for the subject property is $1,300 per unit per month.

---

**TRANSFER HISTORY**

- My research did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.
- **Data Source(s):** Lake County Property Appraiser's Office/MFR-MLS.

- **1st Prior Subject Sale/Transfer**
  - **Date:**
  - **Price:**
  - **Source(s):**

- **2nd Prior Subject Sale/Transfer**
  - **Date:**
  - **Price:**
  - **Source(s):**

---

**Analysis of sale/transfer history and/or any current agreement of sale/listing:**
The Sales Comparison Approach was not developed for this appraisal.

<table>
<thead>
<tr>
<th>FEATURE</th>
<th>SUBJECT</th>
<th>COMPARABLE SALE # 1</th>
<th>COMPARABLE SALE # 2</th>
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<tr>
<td>Address</td>
<td>1316 Gorham St</td>
<td>1407 Crystal Ct</td>
<td>17 N Mary St</td>
<td>601 Clarono Cir</td>
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<td>Mount Dora, FL 32757</td>
<td>Tavares, FL 32778</td>
<td>Eustis, FL 32726</td>
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<tr>
<td>Proximity to Subject</td>
<td>4.48 miles W</td>
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<td>0.34 miles S</td>
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<tr>
<td>Sale Price</td>
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<td>$ 149,800</td>
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<tr>
<td>Sale Price/GBA</td>
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<td>$ 85.21 /sq.ft.</td>
<td>$ 96.04 /sq.ft.</td>
<td>$ 217.27 /sq.ft.</td>
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<td>Gross Monthly Rent</td>
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<td>$ 1,300</td>
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<td>Gross Rent Multiplier</td>
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<td>Price per Room</td>
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<td>$ 39,833</td>
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<td>MFR-MLS #G5030297 DOM 47</td>
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<td>Verification Source(s)</td>
<td>Listing Agent (not recorded)</td>
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<td>0 Contry 10%</td>
<td>-23,900</td>
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<tr>
<td>Rights Appraised</td>
<td>Fee Simple</td>
<td>Fee Simple</td>
<td>Fee Simple</td>
<td>Fee Simple</td>
</tr>
<tr>
<td>Location</td>
<td>Suburban/Avg</td>
<td>Suburban/Avg</td>
<td>Suburban/Avg</td>
<td>Suburban/Good</td>
</tr>
<tr>
<td>Site</td>
<td>6,552 Sq.Ft.</td>
<td>9,260 sf</td>
<td>6,732 sf</td>
<td>10,850 sf</td>
</tr>
<tr>
<td>View</td>
<td>Residential</td>
<td>Residential</td>
<td>Residential</td>
<td>Residential</td>
</tr>
<tr>
<td>Age</td>
<td>90</td>
<td>0</td>
<td>106</td>
<td>0</td>
</tr>
<tr>
<td>Condition</td>
<td>Average</td>
<td>Average</td>
<td>Average</td>
<td>Average/Good</td>
</tr>
<tr>
<td>Total GLA</td>
<td>1,112 sq.ft.</td>
<td>1,758 sq.ft.</td>
<td>1,312 sq.ft.</td>
<td>1,100 sq.ft.</td>
</tr>
<tr>
<td>Total # of Units</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Basement &amp; Finished</td>
<td>0sf</td>
<td>0sf</td>
<td>0sf</td>
<td>0sf</td>
</tr>
<tr>
<td>Functional Utility</td>
<td>Average</td>
<td>Average</td>
<td>Average</td>
<td>Average</td>
</tr>
<tr>
<td>Heating/Cooling</td>
<td>Window/Insulation</td>
<td>Central</td>
<td>-5,500</td>
<td>Central</td>
</tr>
<tr>
<td>Energy Efficient Items</td>
<td>Window/Insulation</td>
<td>Window/Insulation</td>
<td>Window/Insulation</td>
<td>Window/Insulation</td>
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<tr>
<td>Parking</td>
<td>Open</td>
<td>Open</td>
<td>1 Car Carport</td>
<td>-1,500</td>
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<tr>
<td>Porch/Patio/Deck</td>
<td>Frnt Porch (2X) porch</td>
<td>+500 Large Front Porch</td>
<td>0 Enc Pch/Sc Pch</td>
<td>-2,000</td>
</tr>
<tr>
<td>Net Adjustment (Total)</td>
<td>$ -24,400</td>
<td>$ -6,000</td>
<td>$ 107,900</td>
<td></td>
</tr>
<tr>
<td>Adjusted Sale Price of</td>
<td>$ 125,400</td>
<td>$ 120,000</td>
<td>$ 131,100</td>
<td></td>
</tr>
<tr>
<td>Comparables</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adjusted Price of Comparables per GBA</td>
<td>$ 71.33</td>
<td>$ 91.46</td>
<td>$ 119.16</td>
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<tr>
<td>Adjusted Price of Comparables per Unit</td>
<td>$ 62,700</td>
<td>$ 60,000</td>
<td>$ 65,550</td>
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<tr>
<td>Adjusted Price of Comparables per Room</td>
<td>$ 15,675</td>
<td>$ 17,143</td>
<td>$ 21,850</td>
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<tr>
<td>Adjusted Price of Comparables per Bedroom</td>
<td>$ 31,350</td>
<td>$ 39,833</td>
<td>$ 65,550</td>
<td></td>
</tr>
</tbody>
</table>

The Sales Comparison Approach was continued on the following page. For support of the adjustments to the comparables and the derived Subject Value Indicators, please refer to the Summary of Sales Comparison Approach comments.
Summary of Sales Comparison Approach:
The comparables used were adjusted for their physical differences.
Adjustment values range from a low of $120,000 to a high of $131,100 with the most probable market value of $130,000.

Equal weight was given to the bracketed value of comparables no. 1 & 2 and is well supported by comparable no. 3. The three comparable utilized were considered good market value indicators.

Notes:
1. Although the subject property falls outside the predominate property and age for the neighborhood, it is not considered an over or under improvement due to other homes of similar value and age located within the immediate area.
2. Due to the lack of recent sales/listings for the subject immediate market, the difference between the lowest and highest unadjusted sale price, lot size, age, and GLA exceeded 15% and sales located over 1 mile from the subject and over six months were utilized. No significant impact on value.

| Indicated Value by Sales Comparison Approach $ | 125,000 |
| COST APPROACH TO VALUE (if developed) | The Cost Approach was not developed for this appraisal. |

Provide adequate information for replication of the following cost figures and calculations:
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value):

<table>
<thead>
<tr>
<th>OPINION OF SITE VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DWELLING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sq. Ft. @ $</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source of cost data:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Quality rating from cost service:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective date of cost data:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Comments on Cost Approach (gross living area calculations, depreciation, etc.):</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Coast Approach was not developed.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ESTIMATED</th>
<th>REPRODUCTION OR</th>
<th>REPLACEMENT COST NEW</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>OPINION OF SITE VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DWELLING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sq. Ft. @ $</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Estimate of Cost-New</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Less Physical Functional External</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Depreciation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Depreciated Cost of Improvements</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>&quot;As-is&quot; Value of Site Improvements</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INDICATED VALUE BY COST APPROACH</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

Copyright © 2007 by a la mode, inc. This form may be reproduced unmodified without written permission, however, a la mode, inc. must be acknowledged and credited.
This appraisal is made \( \times \) “as is”, \( \square \) subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, \( \square \) subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, \( \square \) subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair:

Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser’s Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: $125,000, as of: 09/09/2020, which is the effective date of this appraisal.

If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

A true and complete copy of this report contains 19 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.

Attaching Exhibits:

- Scope of Work
- Limiting Cond./Certification
- Narrative Addendum
- Photograph Addenda
- Map Addenda
- Cost Addendum
- Additional Addenda
- Hypothetical Conditions
- Extraordinary Assumptions
- Additional Sales
- Income/Expense Analysis
- Additional Rentals
- Sketch Addendum
- Hypothetical Conditions
- Exterior Only
- None
- Interior & Exterior
- Hypothetical Conditions

Client Contact: Adam Sumner
E-Mail: adams@cityofmountdora.com

Client Name: City of Mount Dora
Address: 510 N Baker Street, P.O. Box 176, Mount Dora, FL 32757

APPRASER

Appraiser Name: Gilberto Colorado
Company: Market Connection, LLC
Phone: 321-946-2338
Fax: 
E-Mail: gilbert@mymarketconnection.com
Date of Report (Signature): 09/21/2020
License or Certification #: RD5836
State: FL
Designation: 
Expiration Date of License or Certification: 11/30/2020
Inspection of Subject: \( \times \) Interior & Exterior \( \square \) Exterior Only \( \square \) None
Date of Inspection: 09/09/2020

Supervisory or Co-Appraiser Name: 
Company: 
Phone: 
Fax: 
E-Mail: 
Date of Report (Signature): 
License or Certification #: 
State: 
Designation: 
Expiration Date of License or Certification: 
Inspection of Subject: 
Date of Inspection: 
Subject Photo Page

<table>
<thead>
<tr>
<th>Client</th>
<th>City of Mount Dora</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Address</td>
<td>1316 Gorham St</td>
</tr>
<tr>
<td>City</td>
<td>Mount Dora</td>
</tr>
<tr>
<td>County</td>
<td>Lake</td>
</tr>
<tr>
<td>State</td>
<td>FL</td>
</tr>
<tr>
<td>Zip Code</td>
<td>32757</td>
</tr>
<tr>
<td>Owner</td>
<td>Richard &amp; Carrie Ann Schuessler Jr</td>
</tr>
</tbody>
</table>

Subject Front

1316 Gorham St
Sales Price
Gross Building Area
Age 90

Subject Rear

Subject Street
Unit 1316 Photos

City of Mount Dora

1316 Gorham St

Mount Dora, Lake, FL 32757

Richard & Carrie Ann Schuessler Jr

Front

Kitchen

Living/Dining

Bedroom-1

Bedroom-2

Bedroom-3

Bathroom
Unit 1314 Photos

<table>
<thead>
<tr>
<th>Front</th>
<th>Kitchen</th>
<th>Living/Dining</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bedroom</td>
<td>Bathroom</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Client</th>
<th>City of Mount Dora</th>
<th>Property Address</th>
<th>1316 Gorham St</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td>Mount Dora</td>
<td>County</td>
<td>Lake</td>
</tr>
<tr>
<td></td>
<td></td>
<td>State</td>
<td>FL</td>
</tr>
<tr>
<td>Owner</td>
<td>Richard &amp; Carrie Ann Schuessler Jr</td>
<td>Zip Code</td>
<td>32757</td>
</tr>
</tbody>
</table>

Northeast CRA Governing Board Packet - November 3, 2020
<table>
<thead>
<tr>
<th>Comparable</th>
<th>Address</th>
<th>Sales Price</th>
<th>G.B.A.</th>
<th>Age/Yr. Blt.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comparable 1</td>
<td>1407 Crystal Ct</td>
<td>149,800</td>
<td>1,758</td>
<td>38</td>
</tr>
<tr>
<td>Comparable 2</td>
<td>17 N Mary St</td>
<td>126,000</td>
<td>1,312</td>
<td>106</td>
</tr>
<tr>
<td>Comparable 3</td>
<td>601 Clarono Cir</td>
<td>239,000</td>
<td>1,100</td>
<td>65</td>
</tr>
</tbody>
</table>
Rental 1
601 Clarono Cir
Proximity to Subj: 0.34 miles S
GBA: 1,100
Age/Year Built: 65

Rental 2
182 Fearon Ave
Proximity to Subj: 0.38 miles NW
GBA: 665
Age/Year Built: 83

Rental 3
3920 Michigan Ave
Proximity to Subj: 2.67 miles W
GBA: 1,053
Age/Year Built: 34
Building Sketch

Client: City of Mount Dora

Property Address: 1316 Gorham St

City: Mount Dora

County: Lake

State: FL

Zip Code: 32757

Owner: Richard & Carrie Ann Schuessler Jr

---

**Area Calculations Summary**

<table>
<thead>
<tr>
<th>Living Area</th>
<th>Calculation Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit 1 GLA</td>
<td>$726$ Sq ft</td>
</tr>
<tr>
<td>Unit 2 GLA</td>
<td>$386$ Sq ft</td>
</tr>
<tr>
<td>Total Living Area (Rounded):</td>
<td>$1112$ Sq ft</td>
</tr>
<tr>
<td>Non-Living Area</td>
<td>Calculation Details</td>
</tr>
<tr>
<td>Unit 1 Front Porch</td>
<td>$120$ Sq ft</td>
</tr>
<tr>
<td>Unit 2 Front Porch</td>
<td>$60$ Sq ft</td>
</tr>
</tbody>
</table>
# Lake County Tax Records

## DAVID W. JORDAN
**LACE COUNTY TAX COLLECTOR**

### NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

**2019 Paid Real Estate**

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>ESCROW CODE</th>
<th>ALTERNATE KEY</th>
<th>MILLAGE CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2919270050-140-00000</td>
<td>1467403</td>
<td>0MD2</td>
<td></td>
</tr>
</tbody>
</table>

**SCHUESSLER RICHARD JR & CARRIE ANN**
235 W GROSSENBACHER DR
APOPKA, FL 32712

1316 GORHAM AVE
MOUNT DORA S 75 FT OF N 150 FT OF W
82.5 FT BLK 140 PB 3 PGS37-43ORB 4938 PG 1093

### PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR - PO BOX 327 - TAVARES, FL 32778-0327 - 352-343-9602

### AD VALOREM TAXES

<table>
<thead>
<tr>
<th>TAXING AUTHORITY</th>
<th>ASSESSED VALUE</th>
<th>EXEMPTION AMT</th>
<th>TAXABLE VALUE</th>
<th>MILLAGE RATE</th>
<th>TAXES LEVIED</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAKE COUNTY GENERAL</td>
<td>34,125</td>
<td>0</td>
<td>34,125</td>
<td>5.0734</td>
<td>173.13</td>
</tr>
<tr>
<td>AMBULANCE MSTU</td>
<td>34,125</td>
<td>0</td>
<td>34,125</td>
<td>0.4629</td>
<td>15.80</td>
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<tr>
<td>ENVIRONMENT &amp; PURCHASE</td>
<td>34,125</td>
<td>0</td>
<td>34,125</td>
<td>0.1100</td>
<td>3.75</td>
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<tr>
<td>PUBLIC SCHOOLS</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>BY STATE LAW</td>
<td>43,173</td>
<td>0</td>
<td>43,173</td>
<td>3.8600</td>
<td>167.73</td>
</tr>
<tr>
<td>BY LOCAL BOARD</td>
<td>43,173</td>
<td>0</td>
<td>43,173</td>
<td>2.9980</td>
<td>129.43</td>
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<tr>
<td>CITY OF MOUNT DORA</td>
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<td>0</td>
<td>34,125</td>
<td>6.2000</td>
<td>211.58</td>
</tr>
<tr>
<td>ST JOHNS WATER MGNT</td>
<td>34,125</td>
<td>0</td>
<td>34,125</td>
<td>0.2414</td>
<td>8.24</td>
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<tr>
<td>LAKE CO WATER AUTH</td>
<td>34,125</td>
<td>0</td>
<td>34,125</td>
<td>0.3577</td>
<td>12.14</td>
</tr>
<tr>
<td>N LAKE CITY HOSP</td>
<td>34,125</td>
<td>0</td>
<td>34,125</td>
<td>0.9500</td>
<td>32.42</td>
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**TOTAL:** 20,2764 $754.22

### NON-AD VALOREM ASSESSMENTS

<table>
<thead>
<tr>
<th>LEVYING AUTHORITY</th>
<th>RATE</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>F097 MOUNT DORA FIRE, RES</td>
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<td>438.00</td>
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</table>

**COMBINED TAXES AND ASSESSMENTS:** $1,192.22

If Received by Apr 30, 2020 Paid 04/17/2020 Receipt # 2019-00403661 $1,227.99

### DAVID W. JORDAN
**LACE COUNTY TAX COLLECTOR**

### NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

**2019 Paid Real Estate**

**PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR - PO BOX 327 - TAVARES, FL 32778-0327 - 352-343-9602**

<table>
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Paid 04/17/2020 Receipt # 2019-00403661 $1,227.99

Form SCHLCL - "TOTAL" prepared by a la mode, inc. - 1-800-ALAMODE

Northeast CRA Governing Board Packet - November 3, 2020 Page 56 of 75
DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interests; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, 2010.)

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.

2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.

3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.

5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.

6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.
CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.

9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.

10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD
THE CERTIFIED RESIDENTIAL APPRAISER HEREBIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES
COLORADO, GILBERTO
1900 S BAY ST
EUSTIS, FL 32726
LICENSE NUMBER: RDS536
EXPIRATION DATE: NOVEMBER 30, 2020
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.
E & O Insurance

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCT:
SIBERK
P.O. Box 113247
Stamford, CT 06911

INSURED:
Gilberto Colorado
4307 Bent Creek Ln
Leesburg, FL 34748

COVERAGES:

COVERAGE NUMBER: 20052

COVERAGE
COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE OCCUR

DESCRIPTION:

Limits:

Each Occurrence
$5,000,000

Policy Limit
$5,000,000

Other:

Personal & Advertising
$5,000,000

General Aggregate
$5,000,000

Products-Completed
$5,000,000

UNINSURED	

GILBERTO COLORADO

signature

Page 60 of 75
Northeast CRA Governing Board Packet - November 3, 2020
RESOLUTION NO. 2020-173
(NORTHEAST CRA)

A RESOLUTION OF THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA RELATED TO THE PURCHASE OF CERTAIN REAL PROPERTY FROM RICHARD SCHUESSLER, JR AND CARRIE ANN SCHUESSLER; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF REAL PROPERTY PURCHASE AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora Northeast Community Redevelopment Agency (Northeast CRA) is charged with redevelopment activities within its boundaries to sustain and enhance the tax base; and

WHEREAS, acquiring property for redevelopment purposes is an objective of the Northeast CRA Redevelopment Plan of 2020; and

WHEREAS, the Northeast CRA Redevelopment Plan of 2020, Section 2.4.1, Housing, states that it is the objective of the Northeast CRA to address the need for affordable housing for low and moderate-income residents and to encourage the construction of new housing and rehabilitation of existing housing; and

WHEREAS, the Northeast CRA Redevelopment Plan of 2020, also provides in Section 2.1.3, Community/Recreation Center, that it is the objective of the Northeast CRA to develop a community center to provide a gathering place for residents of all ages to partake in recreational activities; and

WHEREAS, Richard Schuessler Jr and Carrie Ann Schuessler are the willing sellers of a lot on located on the Eastside of Gorham Street, between Lincoln Avenue, and Grant Avenue within the Northeast CRA boundary, which consists of one parcel identified by the Lake County Property Appraiser through Alternate Key 1467403; and

WHEREAS, purchase of this land for the redevelopment or development of new affordable housing meets the objectives of Section 2.4.1 of the Northeast CRA Redevelopment Plan of 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE NORTHEAST COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The Northeast CRA has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of Real Property Purchase Agreement and Authorization to Execute. The Northeast CRA hereby approves the Real Property Purchase Agreement with Richard Schuessler Jr and Carrie Ann Schuessler, attached hereto as Exhibit “A”. The Northeast CRA hereby authorized the Mayor of the City of Mount Dora to execute the Agreement and all required documents to close the transaction on behalf of the Northeast CRA.

SECTION 3. Implementing Administrative Actions. The City Manager, City Attorney, and the Northeast CRA Administrator are hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the Northeast CRA pertaining to the purchase of real property from Richard Schuessler Jr and Carrie Ann Schuessler, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

Signatures on Following Page
PASSED AND ADOPTED this 3rd day of November, 2020.

_______________________________
CATHERINE T. HOECHST
Chairman of the Northeast CRA of
Mount Dora, Florida

ATTEST:

______________________________
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

______________________________
Sherry G. Sutphen
City Attorney
EXHIBIT “A”
Northeast CRA
Real Property Purchase Agreement with
Richard Schuessler Jr and Carrie Ann Schuessler
REAL PROPERTY PURCHASE AGREEMENT

THIS AGREEMENT made by and between Richard Schuessler Jr. and Carrie Ann Schuessler, husband and wife, 235 W. Grossenbacher Drive, Apopka, Florida 32712, hereinafter collectively referred to as “SELLER” and the Northeast Community Redevelopment Agency of the City of Mount Dora, C/O the City of Mount Dora, a Florida Municipal Corporation, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as “CITY”.

WITNESSETH:

For and in consideration of the mutual covenants and conditions herein contained and under threat of condemnation, SELLER hereby agrees to sell and CITY hereby agrees to purchase an fee simple interest in the following described property, upon the following terms and conditions:

1. DESCRIPTION.
   The legal description of the property is attached hereto as Composite Exhibit “A”, made a binding part hereof by this reference and shall hereafter be referred to as “Property”.

2. PURCHASE PRICE AND EXPENSES.
   A. At closing the CITY shall remit the amount of One Hundred and Fifteen Thousand and 00/100 Dollars ($115,000.00) to SELLER for the purchase of the Property. The aforementioned amount includes all compensation due to SELLER.
   
   B. The CITY shall pay for all recording fees and costs associated with closing this transaction.

3. CONDITIONS AND LIMITATIONS.
   A. It is mutually understood that this Purchase Agreement is subject to final CITY acceptance. Final CITY acceptance shall be evidenced by the signature of the Mayor/Vice-Mayor of the City of Mount Dora. The date of final CITY acceptance shall hereafter be referred to as the “Effective Date.”
   
   B. It is understood and agreed by the parties that the CITY specifically appoints the City Attorney or City Manager for the City of Mount Dora to execute, on its behalf, all documents necessary to complete this transaction, including but not limited to, any further documentation as referenced hereinafter.

4. REPRESENTATION AND WARRANTIES OF SELLER.
   Seller represents and warrants (which warranties shall survive the closing hereunder) to the COUNTY that:
   
   A. From and after the Effective Date, SELLER shall not perform or permit any act or event that might diminish, encumber or adversely and materially affect the condition of or title to the Property or CITY’S rights under this Contract.
   
   B. SELLER has not received notice from any governmental or quasi-governmental...
body or agency or from any person or entity with respect to any actual or threatened taking of the Property or any portion thereof for any public or quasi-public purpose by the exercise of the right of condemnation or eminent domain, nor does SELLER have any knowledge of any such actual or threatened lawsuit by which any party claims an interest in the Property.

C. SELLER is in full compliance with requirements of all governmental authorities with respect to the Property and this Contract. SELLER has not received any notices from any city, county, state or other governmental authority or other person or entity regarding violations existing on the Property.

D. CITY has or shall have unobstructed and direct access to the Property on the date of closing to a dedicated public right-of-way.

E. SELLER warrants that there are no tenants, or any other occupant of the Property, having any right or claim to possession or use of the Property. Possession of the Property shall be delivered to CITY by SELLER free of rights or claims of any tenants, occupants or parties in possession which are unknown to CITY.

F. SELLER warrants that there has not been and there is not now: (i) any presence of any Hazardous Substances (as hereinafter defined) on, over, under or around the Property; (ii) any present or past generation, recycling, use, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substances on, over, under or around the Property; (iii) any failure to comply with any applicable local, state or federal environmental laws; (iv) any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Property or any adjacent properties; or (v) any spills or disposal of Hazardous Substances that have occurred or are presently occurring off the Property as a result of any construction or operation and use of the Property. For purposes of this agreement, the term “Hazardous Substances” means and includes, without limitation, any toxic or hazardous substances or materials, petroleum or other pollutants and substances, whether or not naturally occurring, including, without limitation, asbestos, radon, and methane gas, generated, treated, stored or disposed of, or otherwise deposited in or located on or under the Property, and also includes, without limitation, the surface and subsurface waters of the Property, and any activity undertaken or hereafter undertaken on the Property which would cause: (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. 6901, or any similar state law or local ordinance; (ii) a release or threatened release of hazardous waste from the Property within the ambit of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. 9601, or any similar state law or local ordinance or any other environmental law; (iii) the discharge of pollutants or effluent into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. 1251, or the Clean
G. SELLER has received no notice, and has no knowledge, of any existing or pending special assessments affecting the Property which may be assessed by any governmental authority, water or sewer authority, drainage district or any other special taxing district or other entity.

H. There is no litigation, investigation or proceeding pending or threatened, or any other condition which relates to or affects the Property, or which would impair or otherwise adversely affect this Contract, SELLER’S performance hereunder and/or the CITY’S intended use of the Property.

I. SELLER has not entered into any other contracts, agreements or understandings, verbal or written, for the sale or transfer of any portion of the Property.

J. SELLER has not made any commitments to any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual, relating to the Property, which would impose any obligations upon CITY to make any contributions of money or land or to install or maintain any improvements, except as may be set forth in the Commitment.

K. The Property has not been registered or certified as “historic” by any local, state or federal governmental entity or historic commission.

L. There are no representations, statements or warranties made by SELLER, included in this Contract or in any exhibit attached hereto, which contain any untrue statements or omissions of a material fact which are necessary to make a statement of fact set forth herein not misleading.

M. Neither the execution and delivery of this Contract, compliance with the terms and conditions of this Contract, nor consummation of the sale, by SELLER, constitute or will constitute a violation or breach of any agreement or other instrument to which SELLER is a party, to which SELLER is subject or by which SELLER is bound. The statements and representations of SELLER set forth in this Contract shall be true and reaffirmed in writing at the closing and shall survive the closing.

N. SELLER warrants that there are no facts known to the SELLER which materially affect the value of the Property, which are not readily observable by the CITY or which have not been disclosed to the COUNTY.
O. If, after the Effective Date, any event occurs or condition exists of which SELLER has knowledge or about which SELLER receives information which renders any of the representations contained herein untrue or misleading, SELLER shall promptly notify CITY in writing and CITY shall thereafter have the option to terminate this Contract prior to closing. In such an event all payments made by CITY to SELLER shall remain the sole property of SELLER, this Contract shall be deemed null and void and CITY and SELLER shall be relieved from all liabilities and responsibilities hereunder except as specifically provided otherwise herein.

P. The SELLER will make the property free of tenants or lease hold interests prior to the closing and the owner shall disconnect all utilities prior to the closing on the property.

6. INVESTIGATIONS AND INSPECTIONS OF PROPERTY.
   A. CITY and its architects, engineers and/or other agents shall have a period of thirty (30) days following the Effective Date of this Contract (hereinafter referred to as the “Inspection Period”) within which to undertake such physical inspections and other investigations of and concerning the Property as may be necessary in order to evaluate the physical characteristics of the Property, including those matters disclosed by any survey, as well as such other matters as shall be deemed by the CITY to be necessary in order for the CITY to evaluate the Property and determine the feasibility of the CITY’S purchase of same. For such purpose, SELLER hereby grants to CITY and its agents or assigns full right of entry upon the Property and any part thereof during the Inspection Period for the purpose of undertaking such inspections and investigations. Any such investigations and/or inspections shall be done at the COUNTY’S expense except for those reports, analyses, and the like, referred to in sub-paragraph (B) hereof.

   B. SELLER shall provide to CITY, at no cost to CITY, copies of all reports and analyses that SELLER may have obtained, or been provided, at any time, regarding any portion of the Property prior to the Effective Date. CITY acknowledges that it will return same to SELLER in the event that the transaction contemplated by this Agreement does not timely close or the Agreement is terminated for any reason.

7. SURVEY.
   CITY may have the Property surveyed at its expense. If the survey obtained by the CITY discloses any encroachments or other adverse matters, which are unacceptable to the CITY in its sole discretion, the CITY shall be entitled to terminate this Contract by delivering written notice thereof to SELLER prior to the expiration of the Inspection Period, whereupon this Contract shall terminate as provided for herein.

8. UNACCEPTABILITY OF INSPECTIONS.
   In the event that the results of the inspections, investigations, reviews and/or feasibility studies are, in the CITY’S sole opinion and within the CITY’S sole discretion, unacceptable to CITY for any reason whatsoever, and CITY so notifies SELLER of that fact on or before the expiration of the Inspection Period provided for herein, then at CITY’S
option and upon CITY'S request, CITY may terminate the Contract. If the Contract is terminated by CITY, it shall be rendered, null and void, and be of no further force and effect and all parties hereof shall thereupon be relieved and absolved of any other further liabilities or obligations whatsoever to each other hereunder, except with respect to the liabilities or obligations hereunder which are expressly stated to survive the termination of this Contract. In the event CITY does not terminate this contract during the Inspection Period, CITY shall be deemed to have agreed to purchase the Property subject to any matters disclosed by the investigations and/or inspections of the Property obtained by CITY.

9. **OCCUPANCY.**
SELLER shall deliver occupancy of the Property to CITY at the time of closing.

10. **DISCLOSURE.**
In the event the subject property is held by SELLER in a representative capacity as stated in Florida Statutes, section 286.23, SELLER must comply with all requirements set forth therein. SELLER accepts this provision as the notice required by Florida Statutes, section 286.23, acknowledging that its disclosure must be made under oath, subject to the penalties for perjury and hereby waives its right to receive notice by registered mail.

11. **WAIVER OF CONFIDENTIALITY.**
The parties to this Agreement hereby waive and forego the procedures of Florida Statutes, Section 166.045 and, by doing so, also waive the confidentiality of the documents set forth in said statute. This Agreement does not constitute an “option contract” within the meaning of said statute.

12. **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 effect whatsoever on this Agreement.

13. **DEFAULT AND REMEDIES.**
   A. Notwithstanding any provision contained in this Agreement to the contrary, neither party shall be entitled to declare the other party in default unless they have first given the other party ten (10) days written notice of such default and the other party has failed to cure such default within said ten (10) day period.

   B. If for any reason, other than failure of SELLER to make SELLER'S title marketable after diligent effort, SELLER fails, neglects or refuses to perform this Contract, the CITY may seek specific performance.

14. **NOTICES.**
Whenever in this Agreement it shall be required or permitted that notice be given or served by either party hereto on the other, such notice shall be in writing and shall be deemed
served when either delivered in person to the following designated agents for that purpose, sent by facsimile, nationally recognized overnight carrier, or deposited in the United States Mail overnight delivery, or by certified or registered mail, postage prepaid, return receipt requested, addressed to the other party as follows:

If to SELLER: Richard Schuessler Jr. and Carrie Ann Schuessler
235 W. Grossenbacher Drive
Apopka, Florida 32712

or such other addresses as SELLER may hereinafter designate by written notice to CITY. Any notice to be served on CITY shall be addressed as follows:

If to CITY: City of Mount Dora
Robin Hayes, City Manager
510 N. Baker Street
Mount Dora, Florida 32757

copy to: Sherry G. Sutphen, City Attorney
2707 E. Jefferson Street
Orlando, Florida 32803

15. **FURTHER DOCUMENTATION.**
The parties agree that at any time following a request therefore by the other party, each shall execute and deliver to the other party such further documents and/or instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby. The cost associated with providing and/or recording any such document and/or instruments shall be paid by the party obligated to provide same.

16. **ATTORNEYS’ FEES**
Each party shall bear its own legal expenses in connection with the negotiation and closing of this Agreement.

17. **MISCELLANEOUS.**
A. If all or any portion of the provisions of this Agreement shall be declared invalid by laws applicable thereto and if the intent of this Agreement is not thereby precluded, then such invalid portion shall be ineffective and unenforceable without invalidating the remaining provisions hereof.

B. This Agreement shall bind and inure to the benefit and burden of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

C. The parties hereto stipulate and agree that the venue of any litigation arising hereunder shall be in the Florida Circuit Court for Lake County.
D. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement.

18. **RADON GAS.**
Pursuant to the provisions of Section 404.056(5), Florida Statutes, SELLER hereby notifies COUNTY as follows with respect to the Property: “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.”

19. **OFFER, ACCEPTANCE AND CLOSING.**
In the event this Agreement is not executed by CITY and delivered to SELLER or the fact of execution by CITY communicated in writing to SELLER on or before the 30th day following the date of execution of this Agreement by SELLER, then this Agreement shall be null and void and of no further force and effect. This Agreement shall be closed with the easement instrument and possession delivered within Ninety (90) days of the Effective Date. Unless the Closing date is specifically extended by the CITY and SELLER or by any other provision in this Agreement, the Closing Date shall prevail over all other time periods, including, but not limited to, Inspection Periods. If this transaction does not close for any reason, CITY will immediately return all SELLER provided title evidence, surveys and other items.

20. **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.

*Signatures on the following page*
IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names on the 28 day of October, 2020.

SELLER:

[Signature]

Richard Schuessler, Jr.

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Richard Schuessler, Jr., who is personally known to me or who produced FL DL 5246-748-77-140-0 as identification, and who did/did not take an oath this 28 day of October, 2020.

[Notary Seal]

Notary Public, State of Florida

SELLER:

[Signature]

Carrie Ann Schuessler

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Carrie Anne Schuessler, who is personally known to me or who produced FL DL S246-101-86-729-0 as identification, and who did/did not take an oath this 28 day of October, 2020.

[Notary Seal]

Notary Public, State of Florida

Page 8 of 11
CITY:
CITY OF MOUNT DORA

Catherine T. Hoechst, Mayor

ATTEST:

Gwen Keough-Johns, MMC
City Clerk

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

Sherry G. Sutphen
City Attorney
Composite Exhibit “A”

Begin 75.00 feet South of the Northwest corner of Block 140, in Section 29, Township 19 South, Range 27 East, according to the plat of Mt. Dora, Florida, recorded in Plat Book 3, Pages 37 through 43, inclusive, Public Records of Lake County, Florida, run East 82.5 feet; thence South 75.00 feet; thence West 82.5 feet; thence North 75.00 feet to the Point of Beginning. LESS the East 7.5 feet for access to Lincoln Avenue.