AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, OCTOBER 28, 2024 5:00 PM

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. APPROVAL OF MINUTES:

A. Regular meeting held September 12, 2024

3. RESOLUTIONS:

A. Resolution of the Carver Heights / Montclair Area Community Redevelopment Agency of the City of Leesburg, Florida, terminating an existing lease agreement for property located at 902 Talladega Street, Leesburg, Florida 34748, and conveying the property to the tenant subject to temporary covenants and restrictions on transfer; and providing an effective date.

B. Resolution of the Carver Heights / Montclair Area Community Redevelopment Agency of the City of Leesburg, Florida, terminating an existing lease agreement for property located at 2142 Woodland Boulevard, Leesburg, Florida 34748, and conveying the property to the tenant subject to temporary covenants and restrictions on transfer; and providing an effective date.

4. ROLL CALL:

5. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of

the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

AGENDA MINUTES
CARVER HEIGHTS / MONTCLAIR AREA CRA MEETING
CITY HALL, 501 W MEADOW STREET
THURSDAY, SEPTEMBER 12, 2024 5:01 PM

1. CALL TO ORDER

The City of Leesburg Carver Heights Montclair Area Community Redevelopment Agency held a regular meeting on Thursday, September 12, 2024, at Leesburg City Hall. Chairperson Pro Tem Connell called the meeting to order at 5:01 p.m. with the following members present:

Commissioner Robert Alderman
Commissioner Allyson Berry
Commissioner Mike Pederson
Commissioner Alan Reisman
Chairperson Pro Tem Jay Connell

Commissioner Theresa Conner and Chairperson Jimmy Burry were absent. Also present, were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, Deputy City Clerk (DCC) Anna Rottermond, the news media, and others.

INVOCATION

Chairperson Pro Tem Connell gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. APPROVE MINUTES:

A. Regular meeting held August 13, 2024

Commissioner Reisman made a motion to approve the regular meeting minutes of August 13, 2024, and Commissioner Pederson seconded the motion.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Alderman	Yes
Commissioner Reisman	Yes
Chairperson Pro Tem Connell	Yes

Five yeas, no nays, the Commission approved the regular meeting minutes.

3. RESOLUTIONS:

A. Resolutions amending the Budget for Fiscal Year 2023-24 and adopting the Budget for Fiscal Year 2024-25 for the Carver Heights / Montclair Area Community Redevelopment Agency.

1. Resolution of the Carver Heights / Montclair Area Community Redevelopment Agency of Leesburg, Florida, approving the amended Fiscal Year 2023-24 Budget; Appropriating certain funds to specific redevelopment projects; and providing an effective date.

ADOPTED RESOLUTION 108

Commissioner Reisman introduced the resolution to be read by title only. CC Purvis read the resolution by title only.

Commissioner Reisman made a motion to adopt the resolution and Commissioner Berry seconded the motion.

Chairperson Pro Tem Connell requested comments from the Commission and the audience.

CM Minner said the Carver Heights Montclair Area CRA budget saw a 29% increase due to the tax increment financing (TIF) growing. The total budget is just under $1 million dollars. Roughly $89,000 is for personnel, $55,000 is for operations, and $96,000 is for the debt payment on the Resource Center. That debt payment goes back to the electric fund. We increased the home improvement grant program this year to $600,000, and that should cover about twenty-four homes. We have Resource Center operations and some reserve money. It was decided through the budget process to leave about $491,000 in the account to go towards future projects. **Chairperson Pro Tem Connell** asked if there were any other questions or comments. There were none.

The roll call vote was:

Commissioner Berry	Yes
Commissioner Alderman	Yes
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Chairperson Pro Tem Connell	Yes

Five yeas, no nays, the Commission adopted the resolution.

2. Resolution of the Carver Heights / Montclair Area Community Redevelopment Agency of Leesburg, Florida, approving the Fiscal Year 2024-25 Budget; appropriating certain funds to specific redevelopment projects; and providing an effective date.

ADOPTED RESOLUTION 109

Commissioner Reisman introduced the resolution to be read by title only. CC Purvis read the resolution by title only.

Commissioner Reisman made a motion to adopt the resolution and Commissioner Berry seconded the motion.

Chairperson Pro Tem Connell requested comments from the Commission and the audience. There were none.

The roll call vote was:

Commissioner Alderman	Yes
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Chairperson Pro Tem Connell	Yes

Five yeas, no nays, the Commission adopted the resolution.

4. ROLL CALL:

The Commission had nothing further to discuss.

5. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

With a motion by Commissioner Reisman and a second by Commissioner Berry, the meeting adjourned at 5:05 pm.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	3.A.
Meeting Date:	October 28, 2024
From:	Sandra Wilson, (Housing Director)
Subject:	Resolution of the Carver Heights / Montclair Area Community Redevelopment Agency of the City of Leesburg, Florida, terminating an existing lease agreement for property located at 902 Talladega Street, Leesburg, Florida 34748, and conveying the property to the tenant subject to temporary covenants and restrictions on transfer; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution.

Analysis:
On October 28, 2013, the City entered into a lease agreement with Helen Perry regarding the property located at 902 Talladega Street, Leesburg, Florida 34748. Improvements were made to the property pursuant to a neighborhood stabilization program agreement with Lake County which requires certain covenants and restrictions on the property for a period of 15 years. Consistent with the intent of the program, Ms. Perry was given an option to purchase the property prior to the end of her lease provided she was not in default at the time of exercising the option.

Ms. Perry was a good tenant but passed away (September 2018) before she could exercise her option to purchase. Pursuant to the lease agreement, the City must obtain a release of obligations from all the heirs of Helen Perry. In December 2018, Ms. Perry's son (Terry Mobley) and sister (Jeanette P. Miller) both signed the release of rights and interest of the lease. On February 11, 2019, the City entered a lease agreement with Lakesha Griffin (the mother of Ms. Perry's grandchildren). This lease would end February 2034. Ms. Griffin has been compliant with the lease and has requested a transfer of the property. Although the lease contemplates an eventual sale price of $1 at the end of the lease term, in light of the long-term payment and lease compliance history and the goals of the program, immediate transfer of the property to Ms. Griffin for $1 is warranted provided the required covenants and restrictions remain in place against the property until the required 15-year threshold has been met.

Procurement Analysis:
N/A

Options:

1. Adopt the Resolution approving termination of the lease and transfer the property as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Under the current agreement, the Housing Assistance fund currently receives $600 a month or $7,200 a year for this rental property. The term of the lease with Lakesha Griffin was from 2/25/2019 to 1/31/2034. In researching the property's history, it was discovered the property had been under the same lease option with Helen Perry (from 2013-2018), who passed away. This additional time period satisfied the five years in the stabilization affordability period. Additionally, Lakesha Griffin recently paid a lump sum of $15,000 in July 2024. Since the lump sum payment was received, two months of rent has been deducted, leaving $13,800.00 as a lump payment for the property. The City has recently invested in the property (per the terms of the agreement) $1,850.00 for roof repairs due to a fallen tree.

RESOLUTION NO. ___________

RESOLUTION OF THE CARVER HEIGHTS / MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LEESBURG, FLORIDA, TERMINATING AN EXISTING LEASE AGREEMENT FOR PROPERTY LOCATED AT 902 TALLADEGA STREET, LEESBURG, FLORIDA 34748, AND CONVEYING THE PROPERTY TO THE TENANT SUBJECT TO TEMPORARY COVENANTS AND RESTRICTIONS ON TRANSFER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg is the owner of certain real property located at 902 Talladega Street, Leesburg, Florida 34748;

WHEREAS, the City acquired the subject property on April 11, 2013, and thereafter entered into a written lease agreement with option to purchase with Helen Perry;

WHEREAS, the tenant was a recipient of certain funding from Lake County pursuant to a neighborhood stabilization program agreement, and improvements were made to the property as a result of funding provided through the program;

WHEREAS, the tenant made all payments required under the lease agreement and otherwise complied with the lease but passed away before being able to exercise her option to purchase the property;

WHEREAS, the City has obtained a waiver and release from TERRY MOBLEY and JENNETTE MILLER who represented themselves as the children of Ms. Perry;

WHEREAS, the property is currently occupied by the grandchildren of Ms. Perry and their mother, LAKESHA GRIFFIN who has requested a transfer of the property prior to expiration of the current lease term; and

WHEREAS, the City finds that a waiver of further monthly rent and option payments and immediate transfer of the property to the occupant is warranted based on the overall payment and lease compliance history and the goals and objectives of the neighborhood stabilization program, provided the required covenants and restrictions remain in place against the property for the time period required under the program;

NOW, THEREFORE, BE IT RESOLVED BY THE CARVER HEIGHTS / MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LEESBURG, FLORIDA:

Section 1. Recitals. The foregoing recitals are hereby adopted and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. Approval of Transfer. The Carver Heights / Montclair Area Community Redevelopment Agency of the City of Leesburg hereby approves the waiver of any further rent or option payments owed in connection with the lease after September 30, 2024, and authorizes the Chairperson and City Clerk to execute a special warranty deed transferring the property located at 902 Talladega Street, Leesburg, Lake

County, Florida 34748 to the current occupant, LAKESHA GRIFFIN, subject to certain temporary covenants and restrictions on transfer. The Chairperson and City Clerk are further authorized to execute any such incidental documents necessary to ensure transfer of the property to Lakesha Griffin consistent with the terms and intent of this Resolution.

Section 3. Effective Date. This Resolution shall take effect immediately upon its approval by the Carver Heights / Montclair Area Community Redevelopment Agency of the City of Leesburg.

PASSED AND ADOPTED at the regular meeting of the Carver Heights / Montclair Area Community Redevelopment Agency of the City of Leesburg, Florida, held on the 28th day of October 2024.

____
Mayor

ATTEST:

____
City Clerk

Prepared by and return to:
William Grant Watson, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, FL 32757
352-357-0330

Parcel ID Number: 22-19-24-0800-00B-01200

_______________________________________[Space Above This Line For Recording Data]_______________________________________

Special Warranty Deed

This Special Warranty Deed made this ___ day of ________________, **2024** between **The City of Leesburg, Florida, a Florida municipal corporation,** whose post office address is Post Office Box 490630, Leesburg, Florida 34749 ("Grantor"), and **Lakesha Griffin, a single person,** whose post office address is 902 Talladega Street, Leesburg, Florida 34748 ("Grantee"):

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

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

> **Lot 12, Block B of Liberia, T.W. Waitman's Subdivision, according to the plat thereof as recorded in Plat Book 9, Page(s) 13, of the Public Records of Lake County, Florida.**

Subject to the covenants and restrictions set forth in Exhibit "A" attached hereto and subject to easements, other restrictions, and reservations of record, if any.

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

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

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

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

Signed, sealed and delivered in our presence:

THE CITY OF LEESBURG, FLORIDA, a
Florida municipal corporation,

____
Witness Name: ___________________________
Postal Address:___________________________
____

By:______________________________________
James A. Burry, Jr., Mayor

____
Witness Name: ___________________________
Postal Address:___________________________
____

Attest: ___________________________________
J. Andi Purvis, City Clerk

State of Florida
County of Lake

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this ____ day of _____________, 2024 by James A. Burry, Jr., as Mayor of the City of Leesburg, Florida, a Florida municipal corporation, who [_] is personally known or [_] has produced a driver's license as identification.

[Notary Seal]

____
Notary Public

Printed Name: ______________________________

My Commission Expires: ______________________

EXHIBIT “A”

(Covenants and Restrictions)

Pursuant to a certain NSP Agreement involving Lake County, Florida, as a condition of the development of the property described in this deed, certain covenants and restrictions must be placed on the said property, which covenants shall touch and concern the property and shall be covenants and restrictions running with the title to the property, binding on Grantee and Grantee’s heirs, successors, personal representatives, transferees, and assigns.

Housing Assisted with NSP funds must meet the affordability requirements of the Housing and Economic Recovery Act of 2008 (HERA), Public Law 110-289, Department of Housing and Urban Development (HUD) Docket No. FR-5255-N-01, HUD Docket No. FR-5255-N-02, and the Lake County NSP Substantial Amendment to the Consolidated Plan. Repayment of the funds by Grantee to the County shall be required if the property described in this deed does not meet the specified affordability requirement time-period. Specifically:

A. For the affordability period of fifteen (15) years commencing on November 1, 2013, and ending on October 31, 2028, the real property described in this deed may only be sold to a person(s) whose household income does not exceed 120% of the Local Area Median Income; and

B. This affordability requirement shall remain in effect for the term stated above irrespective of the sale, conveyance, or other transfer of the subject property, and irrespective of the termination, satisfaction, release, or other discharge of any NSP-related mortgage or the lien thereof upon the subject property, and shall be binding upon Grantee and Grantee’s heirs, successors, personal representatives, transferees, and assigns, and all parties having any right, title, or interest in the property. Notwithstanding the foregoing, however, upon foreclosure by a lender or other transfer in lieu of foreclosure, the affordability period shall be terminated if such foreclosure or other transfer recognizes and contractual or other legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid termination of low-income affordability; and further provided that the affordability restrictions shall be revived according to the terms hereof if, during the original affordability period, the owner of record before the foreclosure or other transfer, or any entity that includes such former owner or those with whom such former owner has or had family or business ties, obtains an ownership interest in any of the property.

RELEASE OF LEASE AND OPTION

THIS RELEASE is executed by the heirs of Helen Perry, in favor of the City of Leesburg, Florida, for the purpose of releasing and extinguishing all rights and interests of the Lessee under that certain Residential Lease – Option (the "Lease") between the City of Leesburg and Helen Perry, dated October 28, 2013.

WITNESSETH:

THAT the undersigned represent they are all of the heirs at law of Helen Perry, the Lessee under the Lease, who is now deceased. The Lease granted Helen Perry a tenancy in the leased premises at 902 Talladega Street, Leesburg, Florida, until the last day of October, 2028, and an option to purchase the leased premises. The undersigned have succeeded to the interests of Helen Perry under the Lease upon her death, as her heirs at law, but have no desire to occupy or purchase the leased premises, or to pay rent or fulfill other obligations of the Lessee under the Lease. Accordingly, the undersigned have executed this Release to cancel the Lease and release all rights of the Lessee.

NOW THEREFORE, for and in consideration of being released from any obligations under the Lease, the mutual covenants and promises contained in this instrument, and other good and valuable considerations, the parties agree as follows:

1. The undersigned hereby agree to cancel and terminate the Lease, and release all rights of the Lessee under the Lease, including but not limited to the right to occupy the leased premises, and the right to purchase the leased premises. They agree the City of Leesburg may assume immediate possession of the leased premises, and may relet, sell, or otherwise utilize or dispose of the leased premises in any manner, without the joinder or consent of the undersigned, and without compensation to the undersigned.

2. The City of Leesburg hereby releases the undersigned from any and all liability under the Lease, from and after the date of death of Helen Perry, and agrees the undersigned shall have no further obligations under the Lease after the date of signing this Release. The City of Leesburg agrees the Lease is canceled and terminated by this Release and will no longer have any force or effect.

3. The undersigned shall not have any right, title, interest, or claim in and to the leased premises following their execution of this Release, and agree not to assert any claims against the leased premises or the City of Leesburg arising under, or based on, the Lease.

IN WITNESS WHEREOF, the parties have executed this Release on the dates shown below.

DATE: 11-30-, 2018

[signature]

Jennette P. Miller

Type or print name – Heir of Helen Perry

DATE: 12·17-, 2018

Terry mobley

[signature]

Type or print name – Heir of Helen Perry

00370541 - 1

DATE: ____________________, 2018

____

____
Type or print name – Heir of Helen Perry

DATE: ____________________, 2018

____

____
Type or print name – Heir of Helen Perry

THE CITY OF LEESBURG, FLORIDA

BY: ______________________________
JOHN CHRISTIAN, Mayor

ATTEST: ______________________________
ANDI PURVIS, City Clerk

DATE: February 11, 2019

APPROVED AS TO FORM AND CONTENT:

____
CITY ATTORNEY

RESIDENTIAL LEASE – OPTION

THIS LEASE entered into the 11th day of February, 2019, by and between **THE CITY OF LEESBURG, FLORIDA**, hereafter known as "Lessor," and **LAKESHA GRIFFIN**, hereafter known as "Lessee,"

WITNESSETH:

Lessor hereby leases to Lessee the residence and appurtenances thereto situated in the County of Lake and State of Florida, and more particularly described as Lot 12, Block B of Liberia, T.W. Waitman's Subdivision, according to the plat thereof recorded in Plat Book 9, Page 13, Public Records of Lake County, Florida, street address 902 Talladega Street, Leesburg, Florida 34748. As used herein, the term "premises" shall refer to the above described real property and to any improvements located thereon from time to time during the term of this Lease.

USE

The Premises shall be occupied only as a private dwelling or residence by the Lessee and those persons listed below as additional occupants of the Premises, all of whom by occupying the Premises agree to be bound by the terms of this Lease. No improper, offensive or illegal use shall be made of the Premises, Lessee shall not permit the violation of any zoning, land use, environmental, sign control or other ordinance or law of the State or Federal government or any local government having jurisdiction over the Premises, and no loud or obnoxious noise or any other activity shall take place on the Premises which would constitute a nuisance to surrounding residents. If Lessor is made party to any code enforcement or other proceeding arising out of the misconduct of anyone at the Premises during the term, Lessee shall reimburse Lessor in full for all costs and expenses incurred in connection therewith, including reasonable attorney's fees.

SECURITY DEPOSIT

In consideration of this Lease and the covenants and promises contained herein, Lessee has placed a security deposit with Lessor in the amount of $600.00 to be applied by Lessor toward any damages to the Premises or any costs or expenses incurred by Lessor as a result of any breach of this Lease by Lessee or any other conduct of Lessee. Lessor may retain the security deposit as a cancellation charge or as liquidated damages if Lessee fails to take occupancy of the Premises as agreed or violates any of the terms of this Lease, or Lessor may apply all or any portion of the security deposit to the cost of cleaning ore repairs due to Lessee's misuse of the Premises or any furnishings or appliances therein, or Lessee's failure to maintain the Premises, reasonable and ordinary wear and tear excepted. Any portion of the security deposit remaining after deducting such costs shall be returned to Lessee, usually within 30 days, after the Premises are surrendered to Lessor's possession. Lessee shall not receive any interest on the security deposit while it is held by Lessor, and Lessor shall be entitled in addition to retention of the security deposit to pursue all remedies to collect any damages suffered by Lessor as a result of any breach of this Lease by Lessee, including but not limited to reasonable court costs and attorney's fees. At Lessor's option the security deposit may be placed into an interest bearing account with the interest earned to be the property of Lessor. AT NO TIME SHALL THE SECURITY DEPOSIT BE CONSTRUED OR APPLIED AS RENT.

TERM

The term of this Lease shall commence on February 25, 2019, and end at the hour of midnight on the last day of January, 2034. Lessee shall deliver up possession of the Premises to Lessor at the end of the term unless this Lease has been extended before that by a written agreement between the parties, or Lessee has exercised the option to purchase contained in this Lease. If Lessee holds over after the end of the term without exercising the purchase option, the resulting tenancy shall be considered a tenancy at sufferance without a definite duration, to be governed however by those terms of this Lease which do not relate to the length of the term, or the amount of rent.

RENT

Lessee shall pay Lessor, without demand, rent in the amount of $600.00 per month, in advance on the first day of each calendar month. Rent shall be paid to Lessor at 501 West Meadow Street, Leesburg, Florida 34748, or in such other place as Lessor may direct in writing from time to time. There will be a five day grace period from the date rent is due, during which there will be no late charge. If the rent is not actually received by Lessor on or before the 5th day of the month, a $10.00 charge will be added to the amount due. From the 10th day forward, additional late charges of $1.00 per day will be assessed. If rent is not actually received on or before the 15th day of the month, a notice to pay the rent or surrender possession of the Premises within 3 additional days will be served. If any rent check is returned due to insufficient funds, Lessor shall have the right to insist that all future rent payments be made by cashier's check or money order. Any rent or other amount due Lessor hereunder which is not paid when due shall bear interest at the rate of 18% per year until paid in full. A portion of the rent will apply to the option to purchase as provided below.

REMEDIES FOR NONPAYMENT OF RENT

If the rent is not paid within the five day grace period, then in addition to the late charges set forth above, Lessor shall have the option to either:

(a) terminate this Lease and recover possession of the Premises from Lessee for Lessor's own account, and recover from Lessee the rent specified in this Lease for the remainder of the term, reduced to present value at a discount rate of 4%, or

(b) resume possession and re-rent the Premises for the remainder of the term, and recover from Lessee any difference between the rent specified in this Lease and the rent being received by Lessor as a consequence of the re-renting of the Premises.

REMEDIES FOR OTHER DEFAULTS

If either party breaches any part of this Lease other than by nonpayment of rent, and such breach remains in existence for more than 7 days after written notice specifying the performance required to cure the breach is given to the defaulting party, the aggrieved party may institute legal action to terminate this Lease, or may seek specific performance, without thereby waiving any right to recover any damages suffered as a result of the breach, including court costs and attorney's fees.

MAINTENANCE

Lessee acknowledges having inspected the Premises and having found them suitable for use and occupancy, and therefore agrees to accept the Premises in their present condition, as – is and where – is ,with all faults, as part of the consideration for this Lease at the specified rental amount.

Lessee agrees: to care properly for the lawn, trees and shrubs, and other vegetation and to replace any that require replacement during the term; to be responsible for any damages to the Premises caused by Lessee or any occupant of the Premises named herein, or anyone on the Premises with the consent or at the sufferance of any of them; to be responsible for any stoppage of sewer lines chargeable to Lessee's use and occupancy, breakage to any water lines as a result of freezing, and ordinary maintenance such as the replacement of heating or air conditioning filters, and repair of leaky faucets. Lessee shall also be responsible for repairing the plumbing, all windows and doors, and the entire interior of the Premises and any outbuildings. Lessor shall be responsible for all major repairs to the heating and air conditioning, roofing, sewer or septic tank/drain field problems.

Lessee also shall be responsible for all major and minor repairs, and maintenance of the exterior of the home, including but not limited to exterior damage, exterior and interior painting, and the like. The cost of any repairs necessitated by misuse or abuse of the Premises by Lessee or Lessee's invitees, licensees and guests, shall be charged against the security deposit and any excess amount shall be recoverable in full from Lessee. Failure of

Lessee to maintain the premises in good and serviceable condition shall be a material default under this Lease entitling Lessor to exercise any and all remedies under this Lease or as otherwise provided by law.

Nothing in this section shall apply to damages resulting from fire or other casualty.

DAMAGES DUE TO CASUALTY

Lessee shall notify Lessor at once of any damage to the Premises resulting from fire or other casualty. Lessor shall then have the option either to repair the Premises with an abatement of rent until repairs are completed, or to cancel this Lease, and if Lessor elects to cancel this Lease then Lessee shall surrender possession of the Premises at once and shall have no further obligations to pay rent.

If the casualty damage is due to a cause other than the acts or omissions of Lessee, then any repairs shall be made at the expense of Lessor. If the damage results from the acts or omissions of Lessee, then Lessee shall be liable for the cost of the repairs or replacements and any other costs associated with the damage, and there shall be no abatement of rent.

OBLIGATIONS OF PARTIES

Lessor's obligations hereunder shall be to provide the Premises to Lessee in clean condition, to respect Lessee's privacy and right to lawful use of the Premises without unreasonable interference, and to otherwise perform and abide by the terms of this Lease.

Lessee's obligations hereunder shall be to keep the Premises and any appliances, furnishings and other personalty of Lessor in clean condition and good repair during the term, not to use any unsafe or improperly wired electrical appliances or to install any unsafe wiring on the Premises, to keep the plumbing and drain lines clean and free from obstruction, not to make any changes or alterations to the Premises without the prior, written consent of Lessor, to report promptly to Lessor any defects or damages to the Premises or any personalty of Lessor therein, to pay for cleaning or repairs necessitated by the misuse of the Premises, to return the Premises and any personalty of Lessor at the end of the term in good and clean condition, and to otherwise perform and abide by the terms of this Lease.

UTILITIES

Lessee shall pay for all utility service to the Premises and shall indemnify Lessor and hold Lessor harmless from and against any loss or damage by reason of Lessee's failure to pay any utility bill when due or to take proper care of any municipal equipment which is part of any utility service.

HAZARDOUS SUBSTANCES

Lessee shall not manufacture, store, transport, dispose of or otherwise have on the Premises for any reason any toxic or hazardous substance, as defined in CERCLA and other Federal and State laws governing environmental contamination. Lessee shall indemnify Lessor and hold Lessor harmless from and against any loss or damage, including attorney's fees and court costs, and any penalties, fines, assessments or cleanup costs, arising out of any breach or default by Lessee under this provision.

PETS

No pets shall be allowed to reside at the Premises without the prior, written consent of Lessor. If consent is given for pets, Lessee shall follow strictly the terms of all animal control laws and ordinances, and failure to do so shall constitute grounds for eviction.

LIABILITY AND INSURANCE

Lessee shall obtain and keep in force insurance, in the full insurable value of the improvements, providing coverage jointly to Lessor and Lessee as their interests may appear, against damage to or destruction of the premises by fire, windstorm, or other casualty. Lessee shall also obtain and keep in force a policy of public liability insurance covering both Lessor and Lessee, with a waiver of subrogation in favor of Lessor, having limits of not less than $500,000.00 per person, $1,000,000.00 per occurrence, and $100,000.00 for damage to property, insuring against death, personal injury or damage to property. Lessor shall be provided annually with certificates showing these policies to be in force for the coming lease year, and failure to keep in force all required insurance shall be a material breach of this Lease by Lessee.

Lessor shall not be liable for damages or losses to person or property on the Premises arising out of theft, vandalism, fire, water, rain, acts of God, interruptions of utilities, acts of other persons, or any other causes whatsoever, including the negligence of the Lessor or Lessor's agents, servants or employees. All insurance policies on the Premises are for the benefit of both Lessor and Lessee, provided that all proceeds shall be used to repair and restore the premises with any excess proceeds payable to Lessor.

TAXES

Lessor shall pay all real property taxes and special assessments against the Premises. Lessee shall also pay any taxes due on Lessee's personal property kept at the Premises and shall also be responsible for paying any sales taxes due on the rent paid under this Lease.

HOLDING OVER

Lessee shall pay to Lessor, in addition to the rent, a monthly sum equal to 100% of the rent for each month that Lessee remains in possession of the Premises after being notified to move out, with partial months being prorated on a daily basis. Lessee shall acquire no rights by holding over and shall be subject to all legal or equitable remedies available to Lessor. Any renewal of this Lease must be in writing and signed by both parties. Under no circumstances shall renewal or exercise of the purchase option be assumed from the fact of continued occupancy by Lessee after termination or expiration of this Lease.

ASSIGNMENT OR SUBLEASE

Lessee shall not assign this Lease or sublet the Premises without the prior, written consent of Lessor. As a condition of approving any assignment or subletting, Lessor may require the proposed assignee or sublessee to submit financial and background information and references, however despite any such information submitted the decision to approve or disapprove the proposed assignment of subleasing shall be within the sole and unfettered discretion of Lessor.

RIGHT TO INSPECT

Lessor shall have the right to enter and inspect the Premises at all reasonable hours, and the right to come onto the Premises to make necessary repairs.

TIME

Time is of the essence of this Lease. Each and every covenant and condition herein is deemed to be material and substantial for the purpose of this provision.

LITIGATION

In any litigation hereunder, in addition to any other relief granted, the prevailing party shall be entitled to recover its reasonable court costs and attorney's fees. The parties agree that proper venue for any action arising out of this Lease shall be Lake County, Florida, and that the courts of Lake County, Florida shall have jurisdiction over any such action or proceeding.

NATURE OF AGREEMENT

This Lease sets forth the entire agreement of the parties. It supersedes and takes precedence over all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Lease and to have been extinguished to the extent not specifically set forth herein. Neither party to this Lease has signed it in reliance on any representation or promise which is not set forth specifically in this Lease. Should any provision of this Lease be declared void or unenforceable by a court, that portion shall be severed herefrom and the remainder of this Lease shall continue in full force as if executed originally without the portion found void. This Lease may not be amended orally, by course of conduct or in any other manner than by a written instrument signed by all parties hereto.

NOTICES

Any notice permitted or required by this lease shall be in writing and shall be either delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this lease, any notice sent by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; any notice personally delivered shall be effective upon delivery; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

A. To Lessor at the address specified for payment of rent.

B. To Lessee by mailing or delivery to Lessee at the leased premises.

COVENANTS

The covenants attached as Exhibit "A" to this Lease shall apply to Lessee's occupancy of the Premises, are a material part of this Lease, and are incorporated specifically into this Lease.

LIENS

Lessee shall keep the premises free and clear of all liens for labor, services or materials provided to the premises. If any lien is filed, Lessee shall remove the lien either by payment in full, or transfer to bond, within 30 days of the date the lien is filed. Lessee may The Lessee shall not have the power or authority to subject the Lessor's interest in the premises to mechanics', laborers' or materialmen's liens of any kind against Lessor's interest during this Lease. Prior to commencing work, Lessee shall obtain from any contractor, subcontractor, laborer or materialmen performing work or providing materials for the premises, a waiver of lien whereby such person specifies that he or she will not impose any lien or claim against the real property by reason of the work done or materials provided. Any such work shall be done only under written contract and Lessor shall have the opportunity to approve such contract before work commences.

ALTERATIONS AND IMPROVEMENTS

No alterations or improvements to the premises shall be made by Lessee, unless Lessor has reviewed the plans and specifications and given its written consent before commencement of any such work. Lessor may require Lessee to remove any unauthorized alterations or improvements, and to return the premises to their original condition, and if Lessee fails or refuses to do so then Lessor may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and statutory performance and payment bonds shall be secured. At the end of the term or upon any earlier termination of this lease, all alterations and improvements which are affixed or attached to the premises in such a manner that they cannot be removed without damage to the premises, shall become the property of Lessor and shall not be removed by Lessee, and all other personal property of the Lessee including but not limited to signs shall be removed and all damage to the premises caused by such removal shall be fully repaired at Lessee's expense.

OCCUPANTS

The following persons shall occupy the Premises. Occupancy by persons not listed shall constitute a breach of this Lease and entitle Lessor to cancel this Lease unless prior, written permission has been obtained:Terry Mobley, child of the Lessee.

SPECIAL CLAUSES

In addition to the foregoing, the following shall apply to this Lease:

Lessee shall comply fully with all terms, conditions, covenants, rules and regulations applicable to the premises under any declaration of restrictions applicable to the premises.

EXCEPT FOR ANY WARRANTIES SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OF ANY NATURE CONCERNING THE PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, AND WHETHER OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ARE WAIVED BY LESSEE, AND DISCLAIMED BY LESSOR, AND LESSEE AGREES TO ACCEPT THE PREMISES IN "AS–IS," "WHERE–IS" CONDITION, WITH ALL FAULTS.

BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

OPTION TO PURCHASE

If Lessee is not at the time in default under any term, condition or covenant of this Lease, Lessee shall have the option to purchase the premises. This option must be exercised by written notice to Lessor, given at least 45 days prior to Lessee's desired closing date, and no less than 90 days prior to the end of the term of this Lease. Lessee shall be responsible for paying all closing costs including but not limited to title examination, title insurance, recording fees and documentary stamp taxes. Lessor shall be responsible only for payment of fees due its own attorney in the transaction. Closing will take place at a location within Lake County, Florida, selected by Lessor.

Of the $600.00 in rent paid each month, $228.78 shall be applied toward the purchase price in accordance with the schedule attached as Exhibit "B" to this Lease. The purchase price to be paid at closing shall be the balance shown in the right hand column of Exhibit "A" as of the date of closing, except that if closing takes place at the end of the term the purchase price shall be $1.00. Lessee shall continue to pay the monthly rent which falls due between the date she exercises the option, and the date of closing, and continue to perform all other obligations of Lessee under this Lease. Conveyance to Lessee by Lessor shall be by way of Special Warranty Deed.

Title at closing must be insurable, provided however that any defects or exceptions which are the result of acts or omissions of the Lessee shall not be considered to render title uninsurable, and Lessee shall be obligated to accept title subject to any such defects or exceptions.

{SIGNATURES APPEAR ON FOLLOWING PAGE}

IN WITNESS WHEREOF, the parties have set their hands and seals.

WITNESSES (two ***required***):

LESSEE:

____

____

Lakesha Griffin
LAKESHA GRIFFIN

LESSOR:

THE CITY OF LEESBURG, FLORIDA

BY: ______________________________
JOHN CHRISTIAN, Mayor

ATTEST: J. Andi Purvis
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

____
CITY ATTORNEY

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	3.B.
Meeting Date:	October 28, 2024
From:	Sandra Wilson, (Housing Director)
Subject:	Resolution of the Carver Heights / Montclair Area Community Redevelopment Agency of the City of Leesburg, Florida, terminating an existing lease agreement for property located at 2142 Woodland Boulevard, Leesburg, Florida 34748, and conveying the property to the tenant subject to temporary covenants and restrictions on transfer; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution.

Analysis:
On October 28, 2013, the City entered into a lease agreement with Marbelia Morales regarding the property located at 2142 Woodland Boulevard, Leesburg, Florida, 34748. Improvements were made to the property pursuant to a neighborhood stabilization program agreement with Lake County which requires certain covenants and restrictions on the property for a period of 15 years. Consistent with the intent of the program, Ms. Morales was given an option to purchase the property prior to the end of her lease provided she was not in default at the time of exercising the option.

Ms. Morales has been a good tenant for nearly eleven (11) years and wishes to exercise her option to purchase the property. Although the lease contemplates an eventual sale price of $1 at the end of the lease term, in light of Ms. Morales's long-term payment and lease compliance history and the goals of the program, immediate transfer of the property to Ms. Morales for $1 is warranted provided the required covenants and restrictions on transfer remain in place against the property until the required 15-year threshold has been met.

Procurement Analysis:
N/A

Options:
1. Adopt the Resolution approving termination of the lease and transfer of the property as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The Housing Assistance fund currently receives $700 a month or $8,400 a year for this rental property. The term of the lease is from 11/1/2013 to 10/31/2028. Per the terms of the lease, the City recently invested $10,600.00 for plumbing and HVAC system improvements.

RESOLUTION NO. ____________

RESOLUTION OF THE CARVER HEIGHTS / MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LEESBURG, FLORIDA, TERMINATING AN EXISTING LEASE AGREEMENT FOR PROPERTY LOCATED AT 2142 WOODLAND BOULEVARD, LEESBURG, FLORIDA 34748, AND CONVEYING THE PROPERTY TO THE TENANT SUBJECT TO TEMPORARY COVENANTS AND RESTRICTIONS ON TRANSFER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg is the owner of certain real property located at 2142 Woodland Boulevard, Leesburg, Florida 34748;

WHEREAS, the City acquired the subject property on December 20, 2012, and thereafter entered into a written lease agreement with the option to purchase with the current tenant;

WHEREAS, the tenant is a recipient of certain funding from Lake County pursuant to a neighborhood stabilization program agreement, and improvements were made to the property as a result of funding provided through the program;

WHEREAS, the tenant has made all payments required under the lease agreement and has otherwise remained compliant with the lease and wishes to obtain a transfer of the property prior to expiration of the current lease term; and

WHEREAS, the City finds that a waiver of further monthly rent and option payments and immediate transfer of the property to the tenant is warranted based on the tenant's payment and lease compliance history and the goals and objectives of the neighborhood stabilization program, provided the required covenants and restrictions remain in place against the property for the time period required under the program;

NOW, THEREFORE, BE IT RESOLVED BY THE CARVER HEIGHTS / MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LEESBURG, FLORIDA:

Section 1. Recitals. The foregoing recitals are hereby adopted and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. Approval of Transfer. The Carver Heights / Montclair Area Community Redevelopment Agency of the City of Leesburg hereby approves the waiver of any further rent or option payments owed by the tenant after September 30, 2024, and authorizes the Chairperson and City Clerk to execute a special warranty deed transferring the property located at 2142 Woodland Boulevard, Leesburg, Lake County, Florida 34748 to the current tenant, MARBELIA MORALES, subject to certain temporary covenants and restrictions on transfer. The Chairperson and City Clerk are further authorized to execute any such incidental documents necessary to ensure transfer of the property to Marbelia Morales consistent with the terms and intent of this Resolution.

Section 3. Effective Date. This Resolution shall take effect immediately upon its approval by the City Commission.

PASSED AND ADOPTED at the regular meeting of the Carver Heights / Montclair Area Community Redevelopment Agency of the City of Leesburg, Florida, held on the 28th day of October 2024.

____
Mayor

ATTEST:

____
City Clerk

RESIDENTIAL LEASE

THIS LEASE entered into the 28th day of October, 2013, by and between **THE CITY OF LEESBURG, FLORIDA**, hereafter known as "Lessor," and **MARBELLA MORALES**, unmarried, hereafter known as "Lessee,"

WITNESSETH:

Lessor hereby leases to Lessee the residence and appurtenances thereto situated in the County of Lake and State of Florida, and more particularly described as Lot 1, Replat of Woodland Park, according to the plat thereof recorded in Plat Book 16, Page , Public Records of Lake County, Florida, street address 2142 Woodland Boulevard, Leesburg, Florida 34748. As used herein, the term "premises" shall refer to the above described real property and to any improvements located thereon from time to time during the term of this Lease.

USE

The Premises shall be occupied only as a private dwelling or residence by the Lessee and those persons listed below as additional occupants of the Premises, all of whom by occupying the Premises agree to be bound by the terms of this Lease. No improper, offensive or illegal use shall be made of the Premises, Lessee shall not permit the violation of any zoning, land use, environmental, sign control or other ordinance or law of the State or Federal government or any local government having jurisdiction over the Premises, and no loud or obnoxious noise or any other activity shall take place on the Premises which would constitute a nuisance to surrounding residents. If Lessor is made party to any code enforcement or other proceeding arising out of the misconduct of anyone at the Premises during the term, Lessee shall reimburse Lessor in full for all costs and expenses incurred in connection therewith, including reasonable attorney's fees.

SECURITY DEPOSIT

In consideration of this Lease and the covenants and promises contained herein, Lessee has placed a security deposit with Lessor in the amount of $1,400.00 to be applied by Lessor toward any damages to the Premises or any costs or expenses incurred by Lessor as a result of any breach of this Lease by Lessee or any other conduct of Lessee. Lessor may retain the security deposit as a cancellation charge or as liquidated damages if Lessee fails to take occupancy of the Premises as agreed or violates any of the terms of this Lease, or Lessor may apply all or any portion of the security deposit to the cost of cleaning ore repairs due to Lessee's misuse of the Premises or any furnishings or appliances therein, or Lessee's failure to maintain the Premises, reasonable and ordinary wear and tear excepted. Any portion of the security deposit remaining after deducting such costs shall be returned to Lessee, usually within 30 days, after the Premises are surrendered to Lessor's possession. Lessee shall not receive any interest on the security deposit while it is held by Lessor, and Lessor shall be entitled in addition to retention of the security deposit to pursue all remedies to collect any damages suffered by Lessor as a result of any breach of this Lease by Lessee, including but not limited to reasonable court costs and attorney's fees. At Lessor's option the security deposit may be placed into an interest bearing account with the interest earned to be the property of Lessor. AT NO TIME SHALL THE SECURITY DEPOSIT BE CONSTRUED OR APPLIED AS RENT.

TERM

The term of this Lease shall commence on November 1, 2013, and end at the hour of midnight on the last day of October, 2028. Lessee shall deliver up possession of the Premises to Lessor at the end of the term unless this Lease has been extended before that by a written agreement between the parties, or Lessee has exercised the option to purchase contained in this Lease. If Lessee holds over after the end of the term without exercising the purchase option, the resulting tenancy shall be considered a tenancy at sufferance without a definite duration, to be governed however by those terms of this Lease which do not relate to the length of the term, or the amount of rent.

RENT

Lessee shall pay Lessor, without demand, rent in the amount of $700.00 per month, in advance on the first day of each calendar month. Rent shall be paid to Lessor at 501 West Meadow Street, Leesburg, Florida 34748, or in such other place as Lessor may direct in writing from time to time. There will be a five day grace period from the date rent is due, during which there will be no late charge. If the rent is not actually received by Lessor on or before the 5th day of the month, a $10.00 charge will be added to the amount due. From the 10th day forward, additional late charges of $1.00 per day will be assessed. If rent is not actually received on or before the 15th day of the month, a notice to pay the rent or surrender possession of the Premises within 3 additional days will be served. If any rent check is returned due to insufficient funds, Lessor shall have the right to insist that all future rent payments be made by cashier's check or money order. Any rent or other amount due Lessor hereunder which is not paid when due shall bear interest at the rate of 18% per year until paid in full. A portion of the rent will apply to the option to purchase as provided below.

REMEDIES FOR NONPAYMENT OF RENT

If the rent is not paid within the five day grace period, then in addition to the late charges set forth above, Lessor shall have the option to either:

(a) terminate this Lease and recover possession of the Premises from Lessee for Lessor's own account, and recover from Lessee the rent specified in this Lease for the remainder of the term, reduced to present value at a discount rate of 4%, or

(b) resume possession and re-rent the Premises for the remainder of the term, and recover from Lessee any difference between the rent specified in this Lease and the rent being received by Lessor as a consequence of the re renting of the Premises.

REMEDIES FOR OTHER DEFAULTS

If either party breaches any part of this Lease other than by nonpayment of rent, and such breach remains in existence for more than 7 days after written notice specifying the performance required to cure the breach is given to the defaulting party, the aggrieved party may institute legal action to terminate this Lease, or may seek specific performance, without thereby waiving any right to recover any damages suffered as a result of the breach, including court costs and attorney's fees.

MAINTENANCE

Lessee acknowledges having inspected the Premises and having found them suitable for use and occupancy, and therefore agrees to accept the Premises in their present condition, as - is and where -- is ,with all faults, as part of the consideration for this Lease at the specified rental amount.

Lessee agrees: to care properly for the lawn, trees and shrubs, and other vegetation and to replace any that require replacement during the term; to be responsible for any damages to the Premises caused by Lessee or any occupant of the Premises named herein, or anyone on the Premises with the consent or at the sufferance of any of them; to be responsible for any stoppage of sewer lines chargeable to Lessee's use and occupancy, breakage to any water lines as a result of freezing, and ordinary maintenance such as the replacement of heating or air conditioning filters, and repair of leaky faucets. Lessee shall also be responsible for repairing the plumbing, all windows and doors, and the entire interior of the Premises and any outbuildings. Lessor shall be responsible for all major repairs to the heating and air conditioning, roofing, sewer or septic tank/drain field problems.

Lessee also shall be responsible for all major and minor repairs, and maintenance of the exterior of the home, including but not limited to exterior damage, exterior and interior painting, and the like. The cost of any repairs necessitated by misuse or abuse of the Premises by Lessee or Lessee's invitees, licensees and guests, shall be charged against the security deposit and any excess amount shall be recoverable in full from Lessee. Failure of

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Lessee to maintain the premises in good and serviceable condition shall be a material default under this Lease entitling Lessor to exercise any and all remedies under this Lease or as otherwise provided by law.

Nothing in this section shall apply to damages resulting from fire or other casualty.

DAMAGES DUE TO CASUALTY

Lessee shall notify Lessor at once of any damage to the Premises resulting from fire or other casualty. Lessor shall then have the option either to repair the Premises with an abatement of rent until repairs are completed, or to cancel this Lease, and if Lessor elects to cancel this Lease then Lessee shall surrender possession of the Premises at once and shall have no further obligations to pay rent.

If the casualty damage is due to a cause other than the acts or omissions of Lessee, then any repairs shall be made at the expense of Lessor. If the damage results from the acts or omissions of Lessee, then Lessee shall be liable for the cost of the repairs or replacements and any other costs associated with the damage, and there shall be no abatement of rent.

OBLIGATIONS OF PARTIES

Lessor's obligations hereunder shall be to provide the Premises to Lessee in clean condition, to respect Lessee's privacy and right to lawful use of the Premises without unreasonable interference, and to otherwise perform and abide by the terms of this Lease.

Lessee's obligations hereunder shall be to keep the Premises and any appliances, furnishings and other personalty of Lessor in clean condition and good repair during the term, not to use any unsafe or improperly wired electrical appliances or to install any unsafe wiring on the Premises, to keep the plumbing and drain lines clean and free from obstruction, not to make any changes or alterations to the Premises without the prior, written consent of Lessor, to report promptly to Lessor any defects or damages to the Premises or any personalty of Lessor therein, to pay for cleaning or repairs necessitated by the misuse of the Premises, to return the Premises and any personalty of Lessor at the end of the term in good and clean condition, and to otherwise perform and abide by the terms of this Lease.

UTILITIES

Lessee shall pay for all utility service to the Premises and shall indemnify Lessor and hold Lessor harmless from and against any loss or damage by reason of Lessee's failure to pay any utility bill when due or to take proper care of any municipal equipment which is part of any utility service.

HAZARDOUS SUBSTANCES

Lessee shall not manufacture, store, transport, dispose of or otherwise have on the Premises for any reason any toxic or hazardous substance, as defined in CERCLA and other Federal and State laws governing environmental contamination. Lessee shall indemnify Lessor and hold Lessor harmless from and against any loss or damage, including attorney's fees and court costs, and any penalties, fines, assessments or cleanup costs, arising out of any breach or default by Lessee under this provision.

PETS

No pets shall be allowed to reside at the Premises without the prior, written consent of Lessor. If consent is given for pets, Lessee shall follow strictly the terms of all animal control laws and ordinances, and failure to do so shall constitute grounds for eviction.

LIABILITY AND INSURANCE

Lessee shall obtain and keep in force insurance, in the full insurable value of the improvements, providing coverage jointly to Lessor and Lessee as their interests may appear, against damage to or destruction of the premises

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by fire, windstorm, or other casualty. Lessee shall also obtain and keep in force a policy of public liability insurance covering both Lessor and Lessee, with a waiver of subrogation in favor of Lessor, having limits of not less than $500,000.00 per person, $1,000,000.00 per occurrence, and $100,000.00 for damage to property, insuring against death, personal injury or damage to property. Lessor shall be provided annually with certificates showing these policies to be in force for the coming lease year, and failure to keep in force all required insurance shall be a material breach of this Lease by Lessee.

Lessor shall not be liable for damages or losses to person or property on the Premises arising out of theft, vandalism, fire, water, rain, acts of God, interruptions of utilities, acts of other persons, or any other causes whatsoever, including the negligence of the Lessor or Lessor's agents, servants or employees. All insurance policies on the Premises are for the benefit of both Lessor and Lessee, provided that all proceeds shall be used to repair and restore the premises with any excess proceeds payable to Lessor.

TAXES

Lessor shall pay all real property taxes and special assessments against the Premises. Lessee shall also pay any taxes due on Lessee's personal property kept at the Premises and shall also be responsible for paying any sales taxes due on the rent paid under this Lease.

HOLDING OVER

Lessee shall pay to Lessor, in addition to the rent, a monthly sum equal to 100% of the rent for each month that Lessee remains in possession of the Premises after being notified to move out, with partial months being prorated on a daily basis. Lessee shall acquire no rights by holding over and shall be subject to all legal or equitable remedies available to Lessor. Any renewal of this Lease must be in writing and signed by both parties. Under no circumstances shall renewal or exercise of the purchase option be assumed from the fact of continued occupancy by Lessee after termination or expiration of this Lease.

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Lessee shall not assign this Lease or sublet the Premises without the prior, written consent of Lessor. As a condition of approving any assignment or subletting, Lessor may require the proposed assignee or sublessee to submit financial and background information and references, however despite any such information submitted the decision to approve or disapprove the proposed assignment of subleasing shall be within the sole and unfettered discretion of Lessor.

RIGHT TO INSPECT

Lessor shall have the right to enter and inspect the Premises at all reasonable hours, and the right to come onto the Premises to make necessary repairs.

TIME

Time is of the essence of this Lease. Each and every covenant and condition herein is deemed to be material and substantial for the purpose of this provision.

LITIGATION

In any litigation hereunder, in addition to any other relief granted, the prevailing party shall be entitled to recover its reasonable court costs and attorney's fees. The parties agree that proper venue for any action arising out of this Lease shall be Lake County, Florida, and that the courts of Lake County, Florida shall have jurisdiction over any such action or proceeding.

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NATURE OF AGREEMENT

This Lease sets forth the entire agreement of the parties. It supersedes and takes precedence over all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Lease and to have been extinguished to the extent not specifically set forth herein. Neither party to this Lease has signed it in reliance on any representation or promise which is not set forth specifically in this Lease. Should any provision of this Lease be declared void or unenforceable by a court, that portion shall be severed herefrom and the remainder of this Lease shall continue in full force as if executed originally without the portion found void. This Lease may not be amended orally, by course of conduct or in any other manner than by a written instrument signed by all parties hereto.

NOTICES

Any notice permitted or required by this lease shall be in writing and shall be either delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this lease, any notice sent by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; any notice personally delivered shall be effective upon delivery; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

A. To Lessor at the address specified for payment of rent.

B. To Lessee by mailing or delivery to Lessee at the leased premises.

COVENANTS

The covenants attached as Exhibit "A" to this Lease shall apply to Lessee's occupancy of the Premises, are a material part of this Lease, and are incorporated specifically into this Lease.

LIENS

Lessee shall keep the premises free and clear of all liens for labor, services or materials provided to the premises. If any lien is filed, Lessee shall remove the lien either by payment in full, or transfer to bond, within 30 days of the date the lien is filed. Lessee may The Lessee shall not have the power or authority to subject the Lessor's interest in the premises to mechanics', laborers' or materialmen's liens of any kind against Lessor's interest during this Lease. Prior to commencing work, Lessee shall obtain from any contractor, subcontractor, laborer or materialmen performing work or providing materials for the premises, a waiver of lien whereby such person specifies that he or she will not impose any lien or claim against the real property by reason of the work done or materials provided. Any such work shall be done only under written contract and Lessor shall have the opportunity to approve such contract before work commences.

ALTERATIONS AND IMPROVEMENTS

No alterations or improvements to the premises shall be made by Lessee, unless Lessor has reviewed the plans and specifications and given its written consent before commencement of any such work. Lessor may require Lessee to remove any unauthorized alterations or improvements, and to return the premises to their original condition, and if Lessee fails or refuses to do so then Lessor may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and statutory performance and payment bonds shall be secured. At the end of the term or upon any earlier termination of this lease, all alterations and improvements which are affixed or attached to the premises in such a manner that they cannot be removed without damage to the premises, shall become the property of Lessor and shall not be removed by Lessee, and all other personal property of the Lessee including but not limited to signs shall be removed and all damage to the premises caused by such removal shall be fully repaired at Lessee's expense.

OCCUPANTS

The following persons shall occupy the Premises. Occupancy by persons not listed shall constitute a breach of this Lease and entitle Lessor to cancel this Lease unless prior, written permission has been obtained: Edgar Morales, Emmanuel Morales, and Erick Morales, all of whom are children of the Lessee.

SPECIAL CLAUSES

In addition to the foregoing, the following shall apply to this Lease:

Lessee shall comply fully with all terms, conditions, covenants, rules and regulations applicable to the premises under any declaration of restrictions applicable to the premises.

EXCEPT FOR ANY WARRANTIES SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OF ANY NATURE CONCERNING THE PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, AND WHETHER OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ARE WAIVED BY LESSEE, AND DISCLAIMED BY LESSOR, AND LESSEE AGREES TO ACCEPT THE PREMISES IN "AS–IS," "WHERE–IS" CONDITION, WITH ALL FAULTS.

BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

OPTION TO PURCHASE

If Lessee is not at the time in default under any term, condition or covenant of this Lease, Lessee shall have the option to purchase the premises. This option must be exercised by written notice to Lessor, given at least 45 days prior to Lessee's desired closing date, and no less than 90 days prior to the end of the term of this Lease. Lessee shall be responsible for paying all closing costs including but not limited to title examination, title insurance, recording fees and documentary stamp taxes. Lessor shall be responsible only for payment of fees due its own attorney in the transaction. Closing will take place at a location within Lake County, Florida, selected by Lessor.

Of the $700.00 in rent paid each month, $326.83 shall be applied toward the purchase price in accordance with the schedule attached as Exhibit "B" to this Lease. The purchase price to be paid at closing shall be the balance shown in the right hand column of Exhibit "A" as of the date of closing, except that if closing takes place at the end of the term the purchase price shall be $1.00. Lessee shall continue to pay the monthly rent which falls due between the date she exercises the option, and the date of closing, and continue to perform all other obligations of Lessee under this Lease. Conveyance to Lessee by Lessor shall be by way of Special Warranty Deed.

Title at closing must be insurable, provided however that any defects or exceptions which are the result of acts or omissions of the Lessee shall not be considered to render title uninsurable, and Lessee shall be obligated to accept title subject to any such defects or exceptions.

{SIGNATURES APPEAR ON FOLLOWING PAGE}

IN WITNESS WHEREOF, the parties have set their hands and seals.

WITNESSES (two ***required***):

LESSEE:

MARBELLA MORALES

LESSOR:

THE CITY OF LEESBURG, FLORIDA

BY:

DAVID KNOWLES, Mayor

ATTEST: Deputy

BETTY RICHARDSON, City Clerk

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

EXHIBIT "A" TO LEASE
CITY OF LEESBURG - MORALES

RECITALS:

I. Owner owns the property described in the Lease to which this Exhibit is attached (the "Property").

II. The County granted certain funds to the Owner's Recipient for the Recipient's development subsidy of the single family dwelling located on the Property pursuant to that certain NSP Agreement between the County and the Recipient (the "NSP Agreement").

III. As a condition of the County's award of grant funds to the Recipient, the Recipient agreed to cause certain covenants and restrictions to be placed on the Property pursuant to the NSP Agreement.

1. The foregoing recitals are true and correct and incorporated herein.

2. The following affordability requirements required by the NSP Agreement shall be covenants that shall touch and concern the Property and shall be deemed covenants running with the land:

Housing assisted with NSP funds must meet the affordability requirements of the Housing and Economic Recovery Act of 2008 (HERA), Public Law 110-289, Department of Housing and Urban Development (HUD) Docket No. FR-5255-N-01, HUD Docket No. FR-5255-N-02, and the Lake County NSP Substantial Amendment to the Consolidated Plan. Repayment of the funds by the Recipient to the County will be required if the housing does not meet the specified affordability requirement time period. Specifically:

a. For the affordability period of fifteen (15) years commencing on the date of sale of the Property to Owner, the Property may only be sold to homeowners whose household income does not exceed 120% of the Local Area Median Income.

b. This affordability requirement shall remain in effect for the term stated herein irrespective of the sale, conveyance, or other transfer of the Property, and irrespective of the termination, satisfaction, release, or other discharge of any NSP-related mortgage or the lien thereof upon the Property, and shall be binding upon the Owner, its successors, assigns and transferees, and all parties having any right, title or interest in the Property. Notwithstanding the foregoing, however, upon foreclosure by a lender or other transfer in lieu of foreclosure, the affordability period shall be terminated if such foreclosure or other transfer recognizes any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid the termination of low-income affordability; and further provided that the affordability restrictions shall be revived according to the terms hereof if, during the original affordability period, the Owner of record before the foreclosure or other transfer, or any entity that includes such former owner or those with whom such former owner has or had family or business ties, obtains an ownership interest in any of the Property.

EXHIBIT "B" TO LEASE

City Lease to Morales

Rate Period .... : Monthly

Nominal Annual Rate .... : 5.500 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	10/01/2013	40,000.00	1		
2	Payment	11/01/2013	326.83	180	Monthly	10/01/2028

AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest	Principal	Balance
Loan	10/01/2013				40,000.00
1	11/01/2013	326.83	183.33	143.50	39,856.50
2	12/01/2013	326.83	182.68	144.15	39,712.35
2013 Totals		653.66	366.01	287.65	
3	01/01/2014	326.83	182.01	144.82	39,567.53
4	02/01/2014	326.83	181.35	145.48	39,422.05
5	03/01/2014	326.83	180.68	146.15	39,275.90
6	04/01/2014	326.83	180.01	146.82	39,129.08
7	05/01/2014	326.83	179.34	147.49	38,981.59
8	06/01/2014	326.83	178.67	148.16	38,833.43
9	07/01/2014	326.83	177.99	148.84	38,684.59
10	08/01/2014	326.83	177.30	149.53	38,535.06
11	09/01/2014	326.83	176.62	150.21	38,384.85
12	10/01/2014	326.83	175.93	150.90	38,233.95
13	11/01/2014	326.83	175.24	151.59	38,082.36
14	12/01/2014	326.83	174.54	152.29	37,930.07
2014 Totals		3,921.96	2,139.68	1,782.28	
15	01/01/2015	326.83	173.85	152.98	37,777.09
16	02/01/2015	326.83	173.14	153.69	37,623.40
17	03/01/2015	326.83	172.44	154.39	37,469.01
18	04/01/2015	326.83	171.73	155.10	37,313.91
19	05/01/2015	326.83	171.02	155.81	37,158.10
20	06/01/2015	326.83	170.31	156.52	37,001.58
21	07/01/2015	326.83	169.59	157.24	36,844.34
22	08/01/2015	326.83	168.87	157.96	36,686.38
23	09/01/2015	326.83	168.15	158.68	36,527.70
24	10/01/2015	326.83	167.42	159.41	36,368.29
25	11/01/2015	326.83	166.69	160.14	36,208.15
26	12/01/2015	326.83	165.95	160.88	36,047.27
2015 Totals		3,921.96	2,039.16	1,882.80	
27	01/01/2016	326.83	165.22	161.61	35,885.66
28	02/01/2016	326.83	164.48	162.35	35,723.31
29	03/01/2016	326.83	163.73	163.10	35,560.21

City Lease to Morales

	Date	Payment	Interest	Principal	Balance
30	04/01/2016	326.83	162.98	163.85	35,396.36
31	05/01/2016	326.83	162.23	164.60	35,231.76
32	06/01/2016	326.83	161.48	165.35	35,066.41
33	07/01/2016	326.83	160.72	166.11	34,900.30
34	08/01/2016	326.83	159.96	166.87	34,733.43
35	09/01/2016	326.83	159.19	167.64	34,565.79
36	10/01/2016	326.83	158.43	168.40	34,397.39
37	11/01/2016	326.83	157.65	169.18	34,228.21
38	12/01/2016	326.83	156.88	169.95	34,058.26
2016 Totals		3,921.96	1,932.95	1,989.01	
39	01/01/2017	326.83	156.10	170.73	33,887.53
40	02/01/2017	326.83	155.32	171.51	33,716.02
41	03/01/2017	326.83	154.53	172.30	33,543.72
42	04/01/2017	326.83	153.74	173.09	33,370.63
43	05/01/2017	326.83	152.95	173.88	33,196.75
44	06/01/2017	326.83	152.15	174.68	33,022.07
45	07/01/2017	326.83	151.35	175.48	32,846.59
46	08/01/2017	326.83	150.55	176.28	32,670.31
47	09/01/2017	326.83	149.74	177.09	32,493.22
48	10/01/2017	326.83	148.93	177.90	32,315.32
49	11/01/2017	326.83	148.11	178.72	32,136.60
50	12/01/2017	326.83	147.29	179.54	31,957.06
2017 Totals		3,921.96	1,820.76	2,101.20	
51	01/01/2018	326.83	146.47	180.36	31,776.70
52	02/01/2018	326.83	145.64	181.19	31,595.51
53	03/01/2018	326.83	144.81	182.02	31,413.49
54	04/01/2018	326.83	143.98	182.85	31,230.64
55	05/01/2018	326.83	143.14	183.69	31,046.95
56	06/01/2018	326.83	142.30	184.53	30,862.42
57	07/01/2018	326.83	141.45	185.38	30,677.04
58	08/01/2018	326.83	140.60	186.23	30,490.81
59	09/01/2018	326.83	139.75	187.08	30,303.73
60	10/01/2018	326.83	138.89	187.94	30,115.79
61	11/01/2018	326.83	138.03	188.80	29,926.99
62	12/01/2018	326.83	137.17	189.66	29,737.33
2018 Totals		3,921.96	1,702.23	2,219.73	
63	01/01/2019	326.83	136.30	190.53	29,546.80
64	02/01/2019	326.83	135.42	191.41	29,355.39
65	03/01/2019	326.83	134.55	192.28	29,163.11
66	04/01/2019	326.83	133.66	193.17	28,969.94
67	05/01/2019	326.83	132.78	194.05	28,775.89
68	06/01/2019	326.83	131.89	194.94	28,580.95
69	07/01/2019	326.83	131.00	195.83	28,385.12
70	08/01/2019	326.83	130.10	196.73	28,188.39
71	09/01/2019	326.83	129.20	197.63	27,990.76
72	10/01/2019	326.83	128.29	198.54	27,792.22

City Lease to Morales

	Date	Payment	Interest	Principal	Balance
73	11/01/2019	326.83	127.38	199.45	27,592.77
74	12/01/2019	326.83	126.47	200.36	27,392.41
2019 Totals		3,921.96	1,577.04	2,344.92	
75	01/01/2020	326.83	125.55	201.28	27,191.13
76	02/01/2020	326.83	124.63	202.20	26,988.93
77	03/01/2020	326.83	123.70	203.13	26,785.80
78	04/01/2020	326.83	122.77	204.06	26,581.74
79	05/01/2020	326.83	121.83	205.00	26,376.74
80	06/01/2020	326.83	120.89	205.94	26,170.80
81	07/01/2020	326.83	119.95	206.88	25,963.92
82	08/01/2020	326.83	119.00	207.83	25,756.09
83	09/01/2020	326.83	118.05	208.78	25,547.31
84	10/01/2020	326.83	117.09	209.74	25,337.57
85	11/01/2020	326.83	116.13	210.70	25,126.87
86	12/01/2020	326.83	115.16	211.67	24,915.20
2020 Totals		3,921.96	1,444.75	2,477.21	
87	01/01/2021	326.83	114.19	212.64	24,702.56
88	02/01/2021	326.83	113.22	213.61	24,488.95
89	03/01/2021	326.83	112.24	214.59	24,274.36
90	04/01/2021	326.83	111.26	215.57	24,058.79
91	05/01/2021	326.83	110.27	216.56	23,842.23
92	06/01/2021	326.83	109.28	217.55	23,624.68
93	07/01/2021	326.83	108.28	218.55	23,406.13
94	08/01/2021	326.83	107.28	219.55	23,186.58
95	09/01/2021	326.83	106.27	220.56	22,966.02
96	10/01/2021	326.83	105.26	221.57	22,744.45
97	11/01/2021	326.83	104.25	222.58	22,521.87
98	12/01/2021	326.83	103.23	223.60	22,298.27
2021 Totals		3,921.96	1,305.03	2,616.93	
99	01/01/2022	326.83	102.20	224.63	22,073.64
100	02/01/2022	326.83	101.17	225.66	21,847.98
101	03/01/2022	326.83	100.14	226.69	21,621.29
102	04/01/2022	326.83	99.10	227.73	21,393.56
103	05/01/2022	326.83	98.05	228.78	21,164.78
104	06/01/2022	326.83	97.01	229.82	20,934.96
105	07/01/2022	326.83	95.95	230.88	20,704.08
106	08/01/2022	326.83	94.89	231.94	20,472.14
107	09/01/2022	326.83	93.83	233.00	20,239.14
108	10/01/2022	326.83	92.76	234.07	20,005.07
109	11/01/2022	326.83	91.69	235.14	19,769.93
110	12/01/2022	326.83	90.61	236.22	19,533.71
2022 Totals		3,921.96	1,157.40	2,764.56	
111	01/01/2023	326.83	89.53	237.30	19,296.41
112	02/01/2023	326.83	88.44	238.39	19,058.02
113	03/01/2023	326.83	87.35	239.48	18,818.54

City Lease to Morales

	Date	Payment	Interest	Principal	Balance
114	04/01/2023	326.83	86.25	240.58	18,577.96
115	05/01/2023	326.83	85.15	241.68	18,336.28
116	06/01/2023	326.83	84.04	242.79	18,093.49
117	07/01/2023	326.83	82.93	243.90	17,849.59
118	08/01/2023	326.83	81.81	245.02	17,604.57
119	09/01/2023	326.83	80.69	246.14	17,358.43
120	10/01/2023	326.83	79.56	247.27	17,111.16
121	11/01/2023	326.83	78.43	248.40	16,862.76
122	12/01/2023	326.83	77.29	249.54	16,613.22
2023 Totals		3,921.96	1,001.47	2,920.49	
123	01/01/2024	326.83	76.14	250.69	16,362.53
124	02/01/2024	326.83	74.99	251.84	16,110.69
125	03/01/2024	326.83	73.84	252.99	15,857.70
126	04/01/2024	326.83	72.68	254.15	15,603.55
127	05/01/2024	326.83	71.52	255.31	15,348.24
128	06/01/2024	326.83	70.35	256.48	15,091.76
129	07/01/2024	326.83	69.17	257.66	14,834.10
130	08/01/2024	326.83	67.99	258.84	14,575.26
131	09/01/2024	326.83	66.80	260.03	14,315.23
132	10/01/2024	326.83	65.61	261.22	14,054.01
133	11/01/2024	326.83	64.41	262.42	13,791.59
134	12/01/2024	326.83	63.21	263.62	13,527.97
2024 Totals		3,921.96	836.71	3,085.25	
135	01/01/2025	326.83	62.00	264.83	13,263.14
136	02/01/2025	326.83	60.79	266.04	12,997.10
137	03/01/2025	326.83	59.57	267.26	12,729.84
138	04/01/2025	326.83	58.35	268.48	12,461.36
139	05/01/2025	326.83	57.11	269.72	12,191.64
140	06/01/2025	326.83	55.88	270.95	11,920.69
141	07/01/2025	326.83	54.64	272.19	11,648.50
142	08/01/2025	326.83	53.39	273.44	11,375.06
143	09/01/2025	326.83	52.14	274.69	11,100.37
144	10/01/2025	326.83	50.88	275.95	10,824.42
145	11/01/2025	326.83	49.61	277.22	10,547.20
146	12/01/2025	326.83	48.34	278.49	10,268.71
2025 Totals		3,921.96	662.70	3,259.26	
147	01/01/2026	326.83	47.06	279.77	9,988.94
148	02/01/2026	326.83	45.78	281.05	9,707.89
149	03/01/2026	326.83	44.49	282.34	9,425.55
150	04/01/2026	326.83	43.20	283.63	9,141.92
151	05/01/2026	326.83	41.90	284.93	8,856.99
152	06/01/2026	326.83	40.59	286.24	8,570.75
153	07/01/2026	326.83	39.28	287.55	8,283.20
154	08/01/2026	326.83	37.96	288.87	7,994.33
155	09/01/2026	326.83	36.64	290.19	7,704.14
156	10/01/2026	326.83	35.31	291.52	7,412.62

City Lease to Morales

Date		Payment	Interest	Principal	Balance
157	11/01/2026	326.83	33.97	292.86	7,119.76
158	12/01/2026	326.83	32.63	294.20	6,825.56
2026 Totals		3,921.96	478.81	3,443.15	
159	01/01/2027	326.83	31.28	295.55	6,530.01
160	02/01/2027	326.83	29.93	296.90	6,233.11
161	03/01/2027	326.83	28.57	298.26	5,934.85
162	04/01/2027	326.83	27.20	299.63	5,635.22
163	05/01/2027	326.83	25.83	301.00	5,334.22
164	06/01/2027	326.83	24.45	302.38	5,031.84
165	07/01/2027	326.83	23.06	303.77	4,728.07
166	08/01/2027	326.83	21.67	305.16	4,422.91
167	09/01/2027	326.83	20.27	306.56	4,116.35
168	10/01/2027	326.83	18.87	307.96	3,808.39
169	11/01/2027	326.83	17.46	309.37	3,499.02
170	12/01/2027	326.83	16.04	310.79	3,188.23
2027 Totals		3,921.96	284.63	3,637.33	
171	01/01/2028	326.83	14.61	312.22	2,876.01
172	02/01/2028	326.83	13.18	313.65	2,562.36
173	03/01/2028	326.83	11.74	315.09	2,247.27
174	04/01/2028	326.83	10.30	316.53	1,930.74
175	05/01/2028	326.83	8.85	317.98	1,612.76
176	06/01/2028	326.83	7.39	319.44	1,293.32
177	07/01/2028	326.83	5.93	320.90	972.42
178	08/01/2028	326.83	4.46	322.37	650.05
179	09/01/2028	326.83	2.98	323.85	326.20
180	10/01/2028	326.83	0.63	326.20	0.00
2028 Totals		3,268.30	80.07	3,188.23	
Grand Totals		58,829.40	18,829.40	40,000.00	

Last interest amount decreased by 0.87 due to rounding.

Prepared by and return to:
William Grant Watson, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, FL 32757
352-357-0330

Parcel ID Number: 15-19-24-0400-000-00100

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this ___ day of ________________, **2024** between **The City of Leesburg, Florida, a Florida municipal corporation,** whose post office address is Post Office Box 490630, Leesburg, Florida 34749 ("Grantor"), and **MARBELIA MORALES, a single person,** whose post office address is 2142 Woodland Boulevard, Leesburg, Florida 34748 ("Grantee"):

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

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

> **Lot 1, RE-PLAT OF WOODLAND PARK, a Subdivision in Leesburg, Lake County, Florida, according to the Plat thereof as recorded in Plat Book 16, Page 42, Public Records of Lake County, Florida.**

Subject to the covenants and restrictions set forth in Exhibit "A" attached hereto and subject to easements, other restrictions, and reservations of record, if any.

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

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

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

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

Signed, sealed and delivered in our presence:

THE CITY OF LEESBURG, FLORIDA, a
Florida municipal corporation,

______________________________	By: ______________________________
Witness Name: ______________________	James A. Burry, Jr., Mayor
Postal Address: ______________________	
______________________	
______________________________	
Witness Name: ______________________	Attest: ______________________________
Postal Address: ______________________	J. Andi Purvis, City Clerk
______________________	

State of Florida
County of Lake

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this ____ day of _____________, 2024 by James A. Burry, Jr., as Mayor of the City of Leesburg, Florida, a Florida municipal corporation, who [_] is personally known or [_] has produced a driver's license as identification.

[Notary Seal]

____
Notary Public

Printed Name: ______________________________

My Commission Expires: ______________________

EXHIBIT “A”

(Covenants and Restrictions)

Pursuant to a certain NSP Agreement involving Lake County, Florida, as a condition of the development of the property described in this deed, certain covenants and restrictions must be placed on the said property, which covenants shall touch and concern the property and shall be covenants and restrictions running with the title to the property, binding on Grantee and Grantee’s heirs, successors, personal representatives, transferees, and assigns.

Housing Assisted with NSP funds must meet the affordability requirements of the Housing and Economic Recovery Act of 2008 (HERA), Public Law 110-289, Department of Housing and Urban Development (HUD) Docket No. FR-5255-N-01, HUD Docket No. FR-5255-N-02, and the Lake County NSP Substantial Amendment to the Consolidated Plan. Repayment of the funds by Grantee to the County shall be required if the property described in this deed does not meet the specified affordability requirement time-period. Specifically:

A. For the affordability period of fifteen (15) years commencing on November 1, 2013, and ending on October 31, 2028, the real property described in this deed may only be sold to a person(s) whose household income does not exceed 120% of the Local Area Median Income; and

B. This affordability requirement shall remain in effect for the term stated above irrespective of the sale, conveyance, or other transfer of the subject property, and irrespective of the termination, satisfaction, release, or other discharge of any NSP-related mortgage or the lien thereof upon the subject property, and shall be binding upon Grantee and Grantee’s heirs, successors, personal representatives, transferees, and assigns, and all parties having any right, title, or interest in the property. Notwithstanding the foregoing, however, upon foreclosure by a lender or other transfer in lieu of foreclosure, the affordability period shall be terminated if such foreclosure or other transfer recognizes and contractual or other legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid termination of low-income affordability; and further provided that the affordability restrictions shall be revived according to the terms hereof if, during the original affordability period, the owner of record before the foreclosure or other transfer, or any entity that includes such former owner or those with whom such former owner has or had family or business ties, obtains an ownership interest in any of the property.