



## UMATILLA CITY COUNCIL MEETING

January 7, 2025 at 6:00 PM

Council Chambers, 1 S. Central Avenue, Umatilla, Florida 32784

### AGENDA

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*Please silence your electronic devices*

#### **PLEDGE OF ALLEGIANCE AND INVOCATION**

#### **CALL TO ORDER**

#### **ROLL CALL**

#### **AGENDA REVIEW**

#### **DISCUSSION**

1. Discussion on Leasing Space to Commercial Businesses at City Parks

#### **MINUTES REVIEW**

2. Approval of Meeting Minutes  
- December 17, 2024, Regular City Council Minutes

#### **PRESENTATIONS**

#### **PUBLIC COMMENT**

*At this point in the meeting, the Umatilla City Council will hear questions, comments and concerns from the public.*

*Please write your name and address on the paper provided at the podium. Zoning or code enforcement matters which may be coming before the Council at a later date should not be discussed until such time as they come before the Council in a public hearing. Comments, questions, and concerns from the public regarding items listed on this agenda shall be received at the time the Council addresses such items during this meeting. Public comments are generally limited to three minutes.*

#### **CONSENT AGENDA**

3. Resolution No. 2025-01, City-Wide Yard Sale 2025

#### **PUBLIC HEARING / ORDINANCES / RESOLUTIONS**

#### **NEW BUSINESS**

4. Agreement with the City of Umatilla and DB Civil for State Road 19 Water Line Project
5. Purchase and Sale Agreement between the City of Umatilla and Philips Realty, LLC

#### **DISCUSSION COUNTINED**

6. Scott Purvis, Duck Box Properties LLC, Wants to Discuss Developing the former Spray Field Property into an Industrial Park

## 7. Discussion on 195 Bulldog Lane and 208 Lori Court

### **REPORTS**

## 8. Staff Reports

### **ADJOURNMENT**

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at (352)669-3125. F.S. 286.0105 If a person decides to appeal any decision or recommendation made by Council with respect to any matter considered at this meeting, he will need record of the proceedings, and that for such purposes, he 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.

Any invocation that may be offered before the official start of the Council meeting is and shall be the voluntary offering of a private citizen to and for the benefit of the Council pursuant to Resolution 2014-43. The views and beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council and do not necessarily represent their individual religious beliefs, nor are the views or beliefs expressed intended to suggest allegiance to or preference for any particular religion, denomination, faith, creed, or belief by the Council or the City. No person in attendance at this meeting is or shall be required to participate in any invocation and such decision whether or not to participate will have no impact on his or her right to actively participate in the public meeting.

**The City of Umatilla is an equal opportunity provider and employer.**



## **CITY OF UMATILLA**

### **AGENDA ITEM STAFF REPORT**

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**DATE:** January 2, 2025

**MEETING DATE:** January 7, 2025

**SUBJECT:** Discussion on Leasing Space to Commercial Businesses at City Parks

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#### **BACKGROUND SUMMARY:**

A fitness business has been conducting outdoor fitness classes within South Side Park. These classes involve groups of individuals participating in various fitness activities on park grounds specifically the basketball courts.

A resident of the area submitted a formal complaint to the city expressing concerns about the commercial use of the park.

Upon reviewing the situation, staff found that the city does not currently have a formal policy or process in place regarding the use of parks for commercial activities. In particular, there is no specific guideline addressing whether or not businesses can operate on city park grounds, nor is there a framework for obtaining permits or approvals for such activities.

While the fitness business has not created significant disruptions or violations, the absence of clear policies for the use of city parks for commercial purposes presents a concern.

#### **RECOMMENDATIONS:**

To address the resident's complaint and ensure that the use of public parks for commercial purposes is managed fairly and effectively

#### **FISCAL IMPACTS:**

N/A

#### **ATTACHMENTS:**

None

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## UMATILLA CITY COUNCIL MEETING

December 17, 2024 at 6:00 PM

Council Chambers, 1 S. Central Avenue, Umatilla, Florida 32784

### MINUTES

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#### PLEDGE OF ALLEGIANCE AND INVOCATION

#### CALL TO ORDER

Having been duly advertised as required by law, Mayor Adams led the Pledge of Allegiance, gave the Invocation, and called the Regular City Council Meeting to order at 6:01.

#### ROLL CALL

##### MEMBERS PRESENT

Katherine Adams, Mayor

John Nichols, Vice Mayor

Fred Fetterolf, Council Member

##### NOT PRESENT

Bear Crockett, Council Member

##### ALSO PRESENT

Scott Blankenship, City Manager

Jessica Burnham, City Clerk

Kevin Stone, City Attorney

Aaron Mercer, Development and Public Services Director

Regina Frazier, Finance Director

Vaughan Nilson, Public Works Director

Amy Stultz, Library Director

Adam Bolton, Chief of Police

Misti Lambert, Assistant to the City Manager

#### AGENDA REVIEW

Mayor Adams asked City Manager Blankenship if there were any changes to the agenda. Mr. Blankenship asked for items 6 & 7 to be removed from the agenda due to the applicant withdrawing the applicants for those items and asked to add the swearing in of a new officer to the Police Department.

**MOTION BY VICE MAYOR NICHOLS TO APPROVE THE AGENDA WITH THE STATED CHANGES; SECONDED BY COUNCIL MEMBER FETTEROLF. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.**

## **NEW BUSINESS**

### **1. Appointment for City Council Seat #2**

Mayor Adams opened the floor up to nominations for the open Council Seat.

Vice Mayor Nichols stated he would like to nominated Mr. Chris Creech for City Council Seat 2

**MOTION BY VICE MAYOR NICHOLS TO APPOINT MR. CHRIS CREECH TO CITY COUNCIL SEAT 2; SECONDED BY COUNCIL MEMBER FETTEROLF. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.**

City Attorney Stone swore Mr. Chris Creech into office.

Mayor Adams stated that since Council Member Creech was now on Council that she would like to resign from being Mayor as it is a more involved role that she is unable to fully commit to.

**MOTION BY VICE MAYOR NICHOLS TO APPOINT COUNCIL MEMBER CREECH AS MAYOR; SECONDED BY COUNCIL MEMBER FETTEROLF. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.**

Vice Mayor Nichols stated that since Council Member Adams is no longer Mayor that he would like to step down from being Vice Mayor and nominate Council Member Adams to be Vice Mayor again.

**MOTION BY MAYOR CREECH TO APPOINT COUNCIL MEMBER ADAMS AS VICE MAYOR; SECONDED BY COUNCIL MEMBER NICHOLS. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.**

Mayor Creech swore Mr. Joseph Seufferheld in as an Officer to the City of Umatilla's Police Department.

### **2. Agreement between the City of Umatilla and Florida's Natural Lake Ferns Road**

Mr. Mercer provided the council with an overview of the agenda item.

Florida's Natural has expressed the need for improved access to its operations, particularly for semi-truck traffic along Lake Ferns Road. Currently owned by Florida's Natural, this road serves as the access route to the City's wastewater plant and the planned industrial park in the surrounding area. Major improvements to Lake Ferns Road are necessary to increase capacity and align with traffic needs, requiring modifications to better serve Florida's Natural, the City, and future development. Florida's Natural has agreed to convey Lake Ferns Road to the City via a Right-of-Way Deed, enabling the City to make improvements and maintain the roadway.

In return, the City of Umatilla will make certain improvements to benefit semi-truck access to the Florida's Natural site, while ensuring that road maintenance, security, and the integrity of the surrounding area are maintained to the highest standards for both public safety and long-term sustainability. As part of the proposed agreement, both parties seek to formalize the terms of the conveyance and maintenance responsibilities, ensuring that the road is suitable for its intended use and that both the City and Florida's Natural can meet their respective obligations.

**MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE AGREEMENT BETWEEN THE CITY OF UMATILLA AND FLORIDA'S NATURAL LAKE FERNS ROAD; SECONDED BY VICE MAYOR ADAMS. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.**

## **MINUTES REVIEW**

3. Approval of Meeting Minutes
  - December 3, 2024, Community Redevelopment Agency Minutes
  - December 3, 2024, Regular City Council Minutes

**MOTION BY VICE MAYOR ADAMS TO APPROVE THE MINUTES; SECONDED BY COUNCIL MEMBER NICHOLS. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.**

## **PRESENTATIONS**

## **PUBLIC COMMENT**

Mayor Creech opened public comment.

Mr. Matt Newby, Umatilla Chamber of Commerce, spoke about the recent Christmas Parade and thanked the City for its help.

Mayor Creech closed public comment.

## **CONSENT AGENDA**

4. Ratify approval of City of Umatilla Easement to Duke Energy for Umatilla Airport

**MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE CONSENT AGENDA; SECONDED BY VICE MAYOR ADAMS. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.**

## **PUBLIC HEARING / ORDINANCES / RESOLUTIONS**

5. Final Reading Ordinance 2024-J, Amending Chapter 6 of the Code of Ordinances Hours Alcohol May Be Served or Consumed Within City Limits

Attorney Stone read the ordinance by title.

### **Ordinance No. 2024-J**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA; AMENDING CHAPTER 6, SECTION 6-4 OF THE CODE OF ORDINANCES OF THE CITY OF UMATILLA; AMENDING HOURS ALCOHOL MAY BE SERVED OR CONSUMED WITHIN CITY**

**LIMITS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

**MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE FINAL READING OF ORDINANCE 2024-J, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES HOURS ALCOHOL MAY BE SERVED OR CONSUMED WITHIN THE CITY LIMITS; SECONDED BY VICE MAYOR ADAMS. MOTION WAS APPROVED BY A ROLL CALL VOTE.**

|                          |     |
|--------------------------|-----|
| Council Member Nichols   | YES |
| Vice Mayor Adams         | YES |
| Council Member Fetterolf | YES |
| Mayor Creech             | YES |

- 6. Resolution No. 2024-24 Right of Way Vacation Buford Ave - WITHDRAWN BY APPLICANT
- \*This item was removed from the agenda*

**OLD BUSINESS**

- 7. Utility Easement Noplis - WITHDRAWN BY APPLICANT
- \*This item was removed from the agenda*

**BOARD APPOINTMENTS**

- 8. Appointment to Lake County League of Cities
- MOTION BY COUNCIL MEMBER NICHOLS TO APPOINT CITY MANAGER BLANKENSHIP AND MAYOR CREECH TO THE LAKE COUNTY LEAGUE OF CITIES BOARD; SECONDED BY VICE MAYOR ADAMS. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.**

- 9. Appointment to the Umatilla Chamber of Commerce Board of Directors
- MOTION BY COUNCIL MEMBER NICHOLS TO APPOINT MR. AARON MERCER TO THE UMATILLA CHAMBER OF COMMERCE BOARD; SECONDED BY VICE MAYOR ADAMS. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.**

- 10. Appointment to Lake-Sumter Metropolitan Planning Organization
- MOTION BY MAYOR CREECH TO APPOINT VICE MAYOR ADMAS AS THE REPRESENTATIVE TO THE MPO GOVERNING BOARD AND COUNCIL MEMBER NICHOLS AS THE ALTERNATE; SECONDE BY COUNCIL MEMBER FETTEROLF. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.**

## **REPORTS**

### **11. Staff Reports**

Mr. Blankenship spoke on the recent Christmas Parade and stated that it went very well.

Attorney Stone had nothing to report.

Council Member Fetterolf suggested coming up with a plan for next year's Christmas Parade to help keep the children from running into the street for candy.

Council Member Nichols mentioned the fly over from Spruce Creek during the Christmas Parade and thanked them. Council Member Nichols also thanked everyone who helped with the City's float for the parade.

Vice Mayor Adams had nothing to report.

Mayor Creech stated that he was happy to be back on Council

Chief Bolton had nothing to report.

Ms. Frazier stated that the city was currently fully staffed.

Mr. Mercer mentioned that Florida's Natural Road would be going out to bid in January.

Mr. Nilson had nothing to report.

Ms. Stultz spoke about her recent trip to Tallahassee for the Library Director Meeting.

Ms. Lambert had nothing to report.

## **ADJOURNMENT**

With no further business for discussion, the meeting adjourned at approximately 6:35 p.m.

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Jessica Burnham, FCRM  
City Clerk

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Christopher Creech, Mayor



## **CITY OF UMATILLA**

### **AGENDA ITEM STAFF REPORT**

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**DATE:** December 16, 2024

**MEETING DATE:** January 7, 2025

**SUBJECT:** Resolution No. 2025-01, City-Wide Yard Sale 2025

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#### **BACKGROUND SUMMARY:**

The 2025 City Wide Yard Sale will be the 24th annual event. The date for this year's event is Saturday, March 1, 2025. In case of any weather events a "rain date" is requested for March 22, 2025.

This is an annual fundraiser for the Friends of the Library. The funds raised are used to offset the costs of library programs. Sale tables are rented at the Umatilla Library and individual yard sales are held throughout town. A book sale is also held at the Library from 8:00 a.m. through 1:00 p.m.

Participating residents will be asked to make a donation to have their sale put on a map which will be published by the Friends of the Library. Copies of the map are distributed to all residents and visitors; donations are requested.

The City waives the requirement for a yard sale permit for residents who are participating in this event. Generally, yard sale permits must be applied for but there are no fees involved.

#### **RECOMMENDATIONS:**

Approval of Resolution No. 2025-01, City Wide Yard Sale 2025

#### **FISCAL IMPACTS:**

N/A

#### **ATTACHMENTS:**

1. Resolution No. 2025-01, City Wide Yard Sale
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**RESOLUTION 2025 - 01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AUTHORIZING THE TWENTY THIRD ANNUAL CITY WIDE YARD SALE SPONSORED BY THE FRIENDS OF THE UMATILLA PUBLIC LIBRARY, TO BE HELD ON SATURDAY, MARCH 1, 2025, THROUGHOUT THE CITY OF UMATILLA AND ALONG THE SIDEWALK IN FRONT OF THE UMATILLA PUBLIC LIBRARY; ALLOWING WAIVER OF THE REQUIREMENT FOR A YARD SALE PERMIT FOR RESIDENTS OF THE CITY PARTICIPATING IN THIS EVENT; PROVIDING FOR AN EFFECTIVE DATE.**

**Whereas**, the Friends of the Umatilla Public Library are sponsoring a fundraising event to directly benefit the Umatilla Public Library; and

**Whereas**, this event is known as the “City Wide Yard Sale” on Saturday, March 1, 2025, throughout the City of Umatilla and in the Umatilla Public Library parking lot; with a contingency “storm date” scheduled on Saturday, March 22, 2025; and

**Whereas**, the Friends of the Library request a waiver of the requirement to obtain a Yard Sale permit for residents participating in this event; and

**Whereas**, the Friends of the Library request use of the sidewalk area in front of the Umatilla Public Library as a venue to sell food and rent tables for this event;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Umatilla, Florida:

1. The City Council of the City of Umatilla grants permission to the request of the Friends of the Library to use the sidewalk area in front of the Umatilla Public Library during this event.
2. The City Council of the City of Umatilla waives the requirement for residents participating in this event to obtain a Yard Sale permit (Ordinance 1989 – A).

**EFFECTIVE DATE:** This Resolution shall take effect immediately upon its adoption by the City Council of the City of Umatilla, Lake County, Florida.

**PASSED AND RESOLVED** this 7th day of January, 2025, by the City Council of the City of Umatilla, Lake County, Florida.

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Chris Creech  
Mayor

ATTEST:

Approved as to form:  
STONE & GERKEN, P.A.

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Jessica Burnham, FCRM  
City Clerk

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Kevin Stone  
City Attorney



## **CITY OF UMATILLA AGENDA ITEM STAFF REPORT**

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**DATE:** January 2, 2025

**MEETING DATE:** January 7, 2025

**SUBJECT:** Agreement with the City of Umatilla and DB Civil for State Road 19 Water Line Project

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### **BACKGROUND SUMMARY:**

The City Council previously approved the bid award to DB Civil Construction, LLC for \$1,167,910. The contract, bid bond and support documents have since been submitted and reviewed by the City Engineer and City Attorney and meet the City's requirements.

This project is funded by the State's Revolving Fund Loan (SRF).

### **RECOMMENDATIONS:**

Approval of contract with DB Civil Construction, LLC for \$1,167,910

### **FISCAL IMPACTS:**

N/A

### **ATTACHMENTS:**

1. Agreement with the City of Umatilla and DB Civil for SR 19 Waterline Extension Project
-

**EJCDC  
STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
\_\_\_\_\_ by and between **The City of Umatilla** (hereinafter called OWNER)  
and **DB Civil Construction, LLC** (hereinafter called CONTRACTOR). OWNER and  
CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK.**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work generally includes the furnishing of all labor, materials, and equipment for the construction of new waterlines, PVC, valves, fire hydrants and related appurtenances, as well as site restoration.

**Article 2. ENGINEER.**

Engineer: **HALFF Associates, Inc.  
902 North Sinclair Avenue  
Tavares, Florida 32778**

ENGINEER is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIMES.**

- 3.1 The Work will be substantially completed and finally completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the following dates:
- Substantial Completion - 120 calendar days after the issuance of the Notice to Proceed.
- Final Completion - 30 calendar days after the substantial completion date for a total contract time of 150 days.
- 3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Five Hundred** dollars (**\$500.00**) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **Five Hundred** dollars (**\$500.00**) for each day

that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

#### Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of the item as indicated on the Bid Form.

##### TOTAL OF ALL UNIT PRICES:

One million, one hundred sixty seven thousand, nine hundred and ten dollars (use words)

\$ 1,167,910.00 (dollars).

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

#### Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 8 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions. Payment will be processed as per Florida Statue 218.735 covering timely payment for purchases of constructions services.

- 5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.
- 90 % of Work completed (with the balance being retainage).  
90 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).
- 5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90 % of the Contract Price ( with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13

#### Article 6. INTEREST.

All money not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

#### **Article 7. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at/or contiguous to the site and all drawings of physical conditions in/or relating to existing surface or subsurface structures at/or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at/or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at/or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages 1 to 5, inclusive).
- 8.2 Exhibits to this Agreement (pages N/A to \_\_\_\_\_, inclusive).
- 8.3 Performance, Payment, and other Bonds.
- 8.4 Notice to Proceed.
- 8.5 General Conditions (pages 1 to 68, inclusive).
- 8.6 Supplementary Conditions (pages 1 to 15, inclusive).
- 8.7 Specifications bearing the title **City of Umatilla – SR 19 Waterline Extension Project** and consisting of Divisions **One, Two and Fifteen**, as listed in table of contents thereof.
- 8.8 Drawings consisting of 16 sheets with each sheet bearing the following general title:  
**CITY OF UMATILLA – SR 19 WATERLINE EXTENSION PROJECT.**
- 8.9 Addenda numbers 1 to 1, inclusive.
- 8.10 CONTRACTOR's Bid (pages **00300-1-8** inclusive)
- 8.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages N/A to \_\_, inclusive).
- 8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (Except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 13. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

## Article 9. MISCELLANEOUS.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal

representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in quadruplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, OWNER's ENGINEER and OWNER's ATTORNEY. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

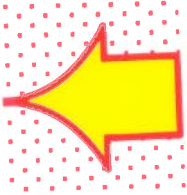
OWNER: City of Umatilla

BY: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:

City of Umatilla  
1 South Central Avenue  
Umatilla, FL 32784



CONTRACTOR

Manager  
Title & Corporate Seal

Attest: C. M. Bayle

Address for giving notices:

DB Civil Construction, LLC  
Contractor  
4475 US 1 South, Suite 707  
Address  
St. Augustine, FL 32086



## **CITY OF UMATILLA**

### **AGENDA ITEM STAFF REPORT**

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**DATE:** January 3, 2025

**MEETING DATE:** January 7, 2025

**SUBJECT:** Purchase and Sale Agreement between the City of Umatilla and Philips Realty, LLC

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#### **BACKGROUND SUMMARY:**

This staff report presents a Purchase and Sale Agreement (PSA) for the City of Umatilla to repurchase property previously sold to Phillips Realty, LLC. The property was sold with a Repurchase Right outlined in the Special Warranty Deed, which grants the City the option to repurchase the property should Phillips Realty, LLC no longer require it for its intended use. Phillips has informed the City that they no longer intend to construct a new manufacturing facility on the property and have requested the City to consider exercising its right to repurchase the land.

The City of Umatilla sold 22.5+/- acres on Golden Gem Drive (the “Property”) to Phillips Realty, LLC under a Special Warranty Deed executed on April 21, 2023. The deed includes a provision for a Repurchase Right, which allows the City to repurchase the property if Phillips Realty, LLC does not move forward with their intended use of the Property.

Phillips Realty, LLC has since informed the City that they will not proceed with the planned construction of a new manufacturing facility on the Property. As a result, Phillips Realty, LLC has formally approached the City with a request to repurchase the Property.

#### **RECOMMENDATIONS:**

Staff recommends that the City Council review and approve the attached PSA, which outlines the terms and conditions for repurchasing the property. If approved, the City will exercise its Repurchase Right as outlined in the Special Warranty Deed and proceed with the purchase as per the agreed terms.

#### **FISCAL IMPACTS:**

The fiscal impact of this repurchase will be limited to the agreed-upon purchase price and associated closing costs.

#### **ATTACHMENTS:**

1. Phillips buy back letter
  2. Vacant Land Contract \_Phillips
  3. Exhibit A to Contract
  4. Special Warranty Deed (with Repurchase Right Provision)
-

September 13, 2024

City of Umatilla  
1 South Central Avenue  
PO Box 2286  
Umatilla, FL 32784  
Attn: City Manager

RE: Phillips Realty, LLC – Repurchase Offer to The City of Umatilla, Florida  
Re: Property Identified as - Folio Nos. 14 18 26 0004 000 07000; 14 18 26 0004  
000 06700; 14 18 26 0004 000 6900

Dear Sirs:

This Law Firm represents Phillips Realty, LLC, a Nebraska Limited Liability Company (“Phillips”). Phillips owns the above referenced real property within The City of Umatilla, Florida (the “Property”), subject to the City’s Repurchase Right set forth in the Special Warranty Deed, included with this letter for your reference. For ease of reference, capitalized terms not defined herein are defined in Exhibit B to the Special Warranty Deed.

By this letter, Phillips hereby notifies the City that, based on the facts set forth below, Phillips does not intend to Commence Construction of a Manufacturing Facility on the Property prior to April 21, 2026, and hereby offers the City the opportunity to repurchase the Property.

Phillips Realty, LLC owns the Property and other real property across the United States. The properties are leased to commercial tenants for the purpose of manufacturing drywall components. Phillips undertook the Umatilla, Florida Property purchase intending to construct a Manufacturing Facility thereon in support of its tenant’s continued operations in the area. The tenant was purchased by a third party in 2023. By agreement with the new owner, Phillips closed on the purchase of the Property to allow the new owner time to determine whether it had interest in the proposed new Manufacturing Facility. Earlier this year, the new owner advised Phillips that it does not intend to utilize the Property for the purpose intended when Phillips purchased the Property. As a result, Phillips has no further interest in developing the Property as a Manufacturing Facility.

5454 W. 110th Street Overland Park, KS 66211  
main 913.327.9455 fax 913.754.1363  
[info@creativeplanninglegal.com](mailto:info@creativeplanninglegal.com)

**CREATIVEPLANNINGLEGAL.COM**

Phillip Realty LLC to City of Umatilla, FL

1



The Special Warranty Deed was executed by The City of Umatilla on April 21, 2023. In the Special Warranty Deed, the City has reserved a Repurchase Right to become effective on April 21, 2026 if Phillips has failed to Commence Construction on a Manufacturing Facility on or before that date. Although the City's Repurchase Right in the Special Warranty Deed will not become effective until April 21, 2026, Phillips desires to offer the City an opportunity to exercise its

Repurchase Right currently, thereby avoiding unnecessary interest accumulation to the Repurchase Price. Phillips' calculation of Repurchase Price based on the applicable language and statutory interest rates assuming a September 30, 2024 closing is \$836,041.61, subject to increase based on future changes to the Statutory Judgment interest rate and the passage of time.

Phillips understands that closing on the repurchase will require additional governmental authority to execute, which likely will take some time to achieve. We would appreciate a response from you prior to October 4, 2024 regarding the City's willingness to entertain this offer so that Phillips may move forward in exploring other options for selling the Property if the City determines not to proceed.

Very Truly Yours,

Anthony C. Corporon  
Attorney  
Creative Planning Legal, P.A.

Encl

Cc: Kyle Kubat, Phillips Realty, LLC

## Vacant Land Contract

- 1\* **1. Sale and Purchase:** Phillips Realty, LLC, a Nebraska limited liability company ("Seller")  
2\* and The City of Umatilla, a municipal corporation ("Buyer")  
3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
4 described as 22.5 +/- acres on Golden Gem Drive, Umatilla, FL  
5\* Address: \_\_\_\_\_  
6\* Legal Description: Tax parcels 14-18-26-0004-000-07000; 14-18-26-0004-000-06700; and  
7 14-18-26-0004-000-06900.  
8 \_\_\_\_\_  
9 Further described on Exhibit 'A'  
10 \_\_\_\_\_  
11\* SEC 14 /TWP /18/RNG26 of LAKE County, Florida. Real Property ID No.: \_\_\_\_\_  
12\* including all improvements existing on the Property and the following additional property: See additional terms.  
13\* \_\_\_\_\_
- 14\* **2. Purchase Price:** (U.S. currency) ..... \$ 800,000.00  
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:  
16\* Escrow Agent's Name: Stone & Gerken, P.A.  
17\* Escrow Agent's Contact Person: Dana Nipper  
18\* Escrow Agent's Address: 632 E. Fifth Ave., Mt Dora, FL 32757  
19\* Escrow Agent's Phone: 352-887-1700  
20\* Escrow Agent's Email: dana@stoneandgerken.com
- 21 **(a) Initial deposit (\$0 if left blank) (Check if applicable)**  
22\* ☐ accompanies offer  
23\* ☒ will be delivered to Escrow Agent within \_\_\_\_\_ days (3 days if left blank)  
24\* after Effective Date ..... \$ 5,000.00
- 25 **(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)**  
26\* ☐ within \_\_\_\_\_ days (10 days if left blank) after Effective Date  
27\* ☐ within \_\_\_\_\_ days (3 days if left blank) after expiration of Feasibility Study Period..... \$ \_\_\_\_\_
- 28\* **(c) Total Financing** (see Paragraph 6) (express as a dollar amount or percentage) ..... \$ \_\_\_\_\_  
29\* **(d) Other:** ..... \$ \_\_\_\_\_
- 30 **(e) Balance to close** (not including **Buyer's** closing costs, prepaid items, and prorations)  
31\* to be paid at closing by wire transfer or other Collected funds..... \$ 795,000.00
- 32\* **(f)** ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The  
33\* unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): \_\_\_\_\_  
34\* prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a  
35 calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in  
36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the  
37\* calculation: \_\_\_\_\_
- 38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy  
39\* delivered to all parties on or before \_\_\_\_\_, this offer will be withdrawn and **Buyer's** deposit, if  
40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is  
41 delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has**  
42 **signed or initialed and delivered this offer or the final counter-offer.**
- 43\* **4. Closing Date:** This transaction will close on February 14, 2025 ("Closing Date"), unless specifically  
44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but  
45 not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,  
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business  
47 day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property  
48 insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If  
49 this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and  
50 other items.
- 51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not  
52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 1 of 8 pages.

VAC-13 Rev 2/20

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

**6. Financing: (Check as applicable)**

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within \_\_\_\_\_ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within \_\_\_\_\_ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be returned.

- (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ \_\_\_\_\_ or \_\_\_\_\_% of the purchase price at (Check one) ☐ a fixed rate not exceeding \_\_\_\_\_% ☐ an adjustable interest rate not exceeding \_\_\_\_\_% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

- (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) \_\_\_\_\_ interest rate of \_\_\_\_\_% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_% or the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

**7. Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this contract, ☐ may assign but not be released from liability under this contract, or ☒ may not assign this contract.

**8. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other (specify) \_\_\_\_\_, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) \_\_\_\_\_, provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☐ **Seller's** ☒ **Buyer's** expense and

(Check one) ☐ within \_\_\_\_\_ days after Effective Date ☐ at least \_\_\_\_\_ days before Closing Date,

(Check one)

- (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within \_\_\_\_\_ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within \_\_\_\_\_ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☐ **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within \_\_\_\_\_ days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☒ **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

**10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this contract, Seller and Buyer will pay the costs indicated below.

**(a) Seller Costs:**

Taxes on deed  
Recording fees for documents needed to cure title  
Title evidence (if applicable under Paragraph 8)  
Estoppel Fee(s)  
Other: \_\_\_\_\_

**(b) Buyer Costs:**

Taxes and recording fees on notes and mortgages  
Recording fees on the deed and financing statements  
Loan expenses  
Title evidence (if applicable under Paragraph 8)  
Lender's title policy at the simultaneous issue rate  
Inspections  
Survey  
Insurance  
Other: See Section 23

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

**11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

**12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

**13. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

**14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

**15. Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

**16. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this contract.

**17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

**18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

~~**19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the GCGL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer** agrees to rely solely on **Seller**, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage to the Property, and **Seller** and **Buyer** shall indemnify and hold Broker harmless from all claims, damages, and expenses, including reasonable attorneys' fees, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. This Paragraph will survive closing.~~

~~**20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.~~

**21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

N/A

**Seller's** Sales Associate/License No.

N/A

**Buyer's** Sales Associate/License No.

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 6 of 8 pages.

VAC-13 Rev 2/20

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N/A

N/A

**Seller's** Sales Associate Email Address

**Buyer's** Sales Associate Email Address

**Seller's** Sales Associate Phone Number

**Buyer's** Sales Associate Phone Number

**Listing Brokerage**

**Buyer's Brokerage**

**Listing Brokerage Address**

**Buyer's Brokerage Address**

**22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract (Check if applicable):

☐ A. Back-up Contract

☒ B. Other Exhibit A: Legal description

**23. Additional Terms:** Stone & Gerken, PA will be the Closing Agent and the Title Agent for the transaction.

This contract is contingent on the approval of the Buyer's City Council.

Buyer shall pay all reasonable and customary closing costs, and shall pay at closing up to \$7,500 of the Seller's attorney's fees. The Seller is responsible for its attorney's fees in excess of \$7,500.

Both the Buyer and Seller represent to each other that there is no real estate broker involved in this transaction and neither has incurred or will incur any liability for brokerage fees or agent's commission in connection with this contract. Accordingly, Seller and Buyer each agree to indemnify and hold the other harmless from any claims for such commissions.

Seller will transfer to Buyer any survey, plans, licenses, and permits related to the property within five (5) days of the Effective Date.

The Property includes all Seller's rights, title, and interest in, on, and to all licenses, privileges, tenements, reversion, and appurtenances, belonging or appertaining to the Property.

#### COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer

**This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.**

**Buyer:** \_\_\_\_\_ Date: \_\_\_\_\_

Print name: Scott Blankenship, City Manager of the City of Umatilla

**Buyer:** \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

**Buyer's** address for purpose of notice:

Address: 1 S. Central Ave., Umatilla, FL 32784 Attn: City Manager

Phone: 352-669-3125 Fax: 352-669-8313 Email: sblankenship@umatillafl.org

**Seller:** \_\_\_\_\_ Date: \_\_\_\_\_

Print name: Kyle Kubat, authorized signatory for Phillips Realty, LLC, a Nebraska limited liability company

**Seller:** \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

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383 **Seller's** address for purpose of notice:  
384\* Address: Attn: Tony Corporon, Esq., 5454 W. 110th Street, Overland Park, KS 66211  
385\* Phone: 913-356-9646 Fax: 913-754-1363 Email: tony.corporon@creativeplanning.com

386\* **Effective Date:** \_\_\_\_\_ **(The date on which the last party signed or initialed and delivered the**  
387 **final offer or counter-offer.)**

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STAR**  
SOFTWARE

## EXHIBIT A

### Parcel One (Tax Parcel 14 18 26 0004 000 07000)

The South one-half of the Southeast one-quarter of the Northwest one-quarter of the Southeast one-quarter of Section 14, Township 18 South, Range 26 East, Lake County, Florida.

### Parcel Two (Tax Parcel 14 18 26 0004 000 06700)

The North one-half of the South one-half of the East one-half of the Northwest one-quarter of the Southeast one-quarter; also the South one-half of the North one-half of the East one-half of the northwest one-quarter of the Southeast one-quarter, all in Section 14, Township 18 South, Range 26 East, Lake County, Florida.

### Parcel Three (Tax Parcel 14 18 26 0004 000 06900)

The Southwest one-quarter of the Northwest one-quarter of the Southeast one-quarter, in Section 14, Township 18 South, Range 26 East, Lake County, Florida.

Prepared by and after recording return to:

Lynne M. White, Esq.  
Losey PLLC  
1420 Edgewater Drive  
Orlando, Florida 32804

Property Appraiser's Folio Numbers:  
14 18 26 0004 000 07000  
14 18 26 0004 000 06700  
14 18 26 0004 000 06900

### **SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, made and executed as of the 21<sup>st</sup> day of April, 2023, by **The City of Umatilla**, a Florida municipal corporation, whose address is One South Central Avenue, Umatilla, Florida 32784 ("**Grantor**" or "**City**"), in favor of **Phillips Realty, LLC**, a Nebraska limited liability company, whose address is 4949 South 30<sup>th</sup> Street, Omaha, Nebraska 68107 ("**Grantee**");

### **WITNESSETH:**

**THAT THE GRANTOR**, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to Grantee, that certain land lying and being in Lake County, Florida, more particularly described by Exhibit "A", attached hereto and incorporated herein by this reference (the "**Property**").

**TOGETHER WITH** all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise thereunto appertaining except as hereinafter otherwise expressly provided;

**TO HAVE AND TO HOLD** the same in fee simple forever; **SUBJECT**, **HOWEVER**, to taxes and assessments accruing subsequent to this conveyance; and to easements and restrictions of record, provided, however, reference to the foregoing shall not serve to reimpose the same as encumbrances on the Property.

**GRANTOR** covenants that Grantor is lawfully seized of the Property; that the Property is free of all encumbrances except the matters described herein, to which this Deed and conveyance are made subject; and that Grantor has good right and lawful authority to sell and convey the same. Grantor does hereby warrant title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against no other.

The City affirmatively has chosen and elected not to reserve (and the City hereby irrevocably waives, disclaims, disavows and releases) any and all reservations, rights, and interests that the City may otherwise be entitled to, be entitled to reserve, or be deemed to reserve, in and to any and all phosphates, minerals, metals, petroleum or other materials in, under or with respect to the Property. The City further irrevocably disclaims, disavows and releases any and all rights to enter, mine, explore or develop the Property. This waiver, release, disclaimer and disavowal are given irrevocably in accordance with the provisions of Florida Statutes Section 270.11(1).

This conveyance is specifically made subject to the repurchase right of the City as set forth on Exhibit B, attached hereto and incorporated herein by this reference ("Repurchase Right"). By acceptance of this Deed, Grantee accepts the conveyance of the Property subject to the Repurchase Right. The Repurchase Right is and shall be binding upon and enforceable against Grantee and its successors and assigns in interest to the Property until expiration thereof in accordance with the terms set forth on Exhibit B.

**IN WITNESS WHEREOF**, Grantor has executed this Deed as of the date first above written.

Signed, sealed and delivered  
in the presence of:

**CITY OF UMATILLA,**  
a Florida municipality

Witness: Carrie L. Gault

Print Name: Carrie L. Gault

Witness: [Signature]

Print Name: KEVIN STONE

By: Kent Adcock

Name: Kent Adcock

Title: Mayor, City of Umatilla

ATTEST:

By: Jessica Burnham

Name: Jessica Burnham

Title: City Clerk, City of Umatilla

STATE OF Florida )  
 COUNTY OF Lake )

The foregoing instrument was acknowledged before me, in person, this 21<sup>st</sup> day of April, 2023, by Kent Adcock, as Mayor of the City of Umatilla, a Florida municipality. Kent Adcock (check one): ☒ is personally known to me, or ☐ produced \_\_\_\_\_ as identification.



DAMON L. CARROLL  
 Notary Public  
 State of Florida  
 Comm# HH364704  
 Expires 2/20/2027

Damon L Carroll  
 NOTARY PUBLIC, STATE OF Florida  
 Print Name Damon L Carroll  
 Commission No.: HH 364704  
 My Commission Expires: 2/20/27

NOTARY SEAL:

STATE OF Florida )  
 COUNTY OF Lake )

The attestation of the foregoing instrument was acknowledged before me, in person, this 21<sup>st</sup> day of April, 2023, by Jessica Burnham, as Clerk of the City of Umatilla, a Florida municipality. Jessica Burnham (check one): ☐ is personally known to me, or ☒ produced drivers license as identification.

Damon L Carroll  
 NOTARY PUBLIC, STATE OF \_\_\_\_\_  
 Print Name Damon Carroll  
 Commission No.: HH 364704  
 My Commission Expires: 2/20/27

NOTARY SEAL:



DAMON L. CARROLL  
 Notary Public  
 State of Florida  
 Comm# HH364704  
 Expires 2/20/2027

### Exhibit A

#### Parcel One

The North one-half of the South one-half of the East one-half of the Northwest one-quarter of the Southeast one-quarter; also the South one-half of the South one-half of the North one-half of the East one-half of the northwest one-quarter of the Southeast one-quarter, all in Section 14, Township 18 South, Range 26 East, Lake County, Florida.

#### Parcel Two

The South one-half of the Southeast one-quarter of the Northwest one-quarter of the Southeast one-quarter of Section 14, Township 18 South, Range 26 East, Lake County, Florida.

#### Parcel Three

The Southwest one-quarter of the Northwest one-quarter of the Southeast one-quarter, in Section 14, Township 18 South, Range 26 East, Lake County, Florida.

**Exhibit B**  
**Repurchase Right**

Although Grantee has no affirmative obligation to develop the Property or perform construction thereon, it is of the essence of City's agreement to sell the Property that the Property be developed for a manufacturing facility. Therefore, this right "Repurchase Right" is reserved to City in this Deed. By acceptance of this Deed, Grantee consents to this Repurchase Right. The Repurchase Right is as follows:

(a) City has the right to repurchase the Property for the Repurchase Price, if and only if Grantee (or its successors or assigns in interest to the Property) shall fail to Commence Construction of a Manufacturing Facility within three (3) years from and after the date of this Deed.

(b) The above capitalized terms shall have following meanings:

"Repurchase Price" shall mean the sum of \$740,000.00, as increased from the date of this Deed to the date of repurchase at the interest rate(s) applicable from time to time on Florida judgments, as determined in accordance with Florida Statutes Section 55.03.

A "Manufacturing Facility" shall mean a facility for manufacturing or assembly, in accordance with the applicable zoning classification as it may from time to time be amended, containing at least 34,000 square feet of building improvements.

"Commence Construction" or "Commencement of Construction" means to obtain all necessary approvals and permits to allow construction of a Manufacturing Facility; to record a notice of commencement for the Manufacturing Facility; and to physically commence work following recordation of the Notice of Commencement.

(c) The City's Repurchase Right is and shall be binding on Grantee and its successors and assigns in interest to the Property.

(d) If Grantee (or Phillips Manufacturing Co., a Nebraska corporation, or an affiliate of either) is the applicant for the building permit; if Grantee continues to hold title to the Property at the time of Commencement of Construction; and if Grantee executes the Notice of Commencement, the obligation to Commence Construction of a Manufacturing Facility shall be deemed satisfied; the Repurchase Right shall irrevocably be deemed terminated; and (if requested) the City shall execute a formal termination evidencing such termination.

(e) Upon Commencement of Construction of a Manufacturing Facility upon the Property, the Repurchase Right shall automatically terminate. Upon request, City shall execute a satisfaction and termination of the Repurchase Right.

(f) Notwithstanding anything herein to the contrary, if the Repurchase Right is not exercised within four (4) years from the date of this Deed, it shall fully and forever expire; become unenforceable by the City; and be of no further force or effect whatsoever.



## **CITY OF UMATILLA**

### **AGENDA ITEM STAFF REPORT**

---

**DATE:** December 27, 2024

**MEETING DATE:** January 7, 2025

**SUBJECT:** Discussion on 195 Bulldog Lane and 208 Lori Court

---

#### **BACKGROUND SUMMARY:**

In 2017, the property at 195 Bulldog Lane, owned by Betty J Atkinson, was found to be in violation of Umatilla Code of Ordinances 34-16 (grass overgrown to a height of approximately 3 feet), and 34-31 (abandoned vehicles-car in pole barn and semi trailer behind pole barn). The property was posted with a hearing notice and the respondent was mailed the notice.. The case was heard by Special Master Brenda Smith on February 28, 2018, and a finding of fact was entered into record with 30 days to come into compliance or a fine of \$50/per day be imposed. The property was found non-compliant after the deadline, and the fine started accruing on March 30, 2018. Later in 2018, the property at 208 Lori Court, also owned by Betty J Atkinson, was found to be in violation of code. As part of the investigation, recalling that no response was ever received for the notices mailed regarding 195 Bulldog Lane, Code Compliance Officer Misti Lambert compared mailing addresses on the two properties, at which time she discovered the property at 195 Bulldog Lane had changed ownership. It was revealed that an unknown subject had recorded a fraudulent quit claim deed for the property at 195 Bulldog Lane in the name of Jose Olivencia. A second case was initiated with Olivencia added as the respondent as well as added violations that existed at that time. Notices were returned with no known addressee. A finding of fact and certification of fine were ruled by Special Master Smith. The fines for both cases ran concurrent, not stacked. Atkinson's family member fought to regain ownership of the property for Ms. Atkinson, brought the property into compliance in September 2021 and has kept it in groomed since such time.

The property located at 208 Lori Court was also in violation for an extended period of time. The case was initiated by neighbor complaints in reference to the lack of maintenance on the property, to include a hole in the roof large enough to harbor rodents and vermin, debris in the gutters with plants growing in them, grass overgrown, etc. The case was initiated in November of 2018. The violations were not cured until March of 2021 despite sending violation notices and hearing notices to Ms. Atkinson and her family members. The violations resulted in a finding of fact by Special Master Brenda Smith on January 31, 2019, and followed up by Certification of Fine on May 15, 2019, at a rate of \$50.00 per day.

#### **RECOMMENDATIONS:**

Consider options for final disposition of the \$63,686.34 fine on 195 Bulldog Lane.  
Consider options for final disposition of the \$36,891.73 fine on 208 Lori Court.

#### **FISCAL IMPACTS:**

TBD

#### **ATTACHMENTS:**

1. RE\_ Notice of Upcoming Council Agenda Item –Atkinson Code Enforcement Case

---

**From:** [Merideth Nagel](#)  
**To:** [Jennifer Cotch](#)  
**Cc:** [Cynthia O'Donnell](#); [Jessica Burnham](#); [Misti Lambert](#); [Mallory Sosinski \(Work\)](#)  
**Subject:** RE: Notice of Upcoming Council Agenda Item –Atkinson Code Enforcement Case  
**Date:** Friday, January 3, 2025 10:35:37 AM  
**Attachments:** [image004.png](#)  
[image006.png](#)  
[image007.png](#)

---

Per my recent conversation I wanted to let you guys know we are going to be asking the City to waive the fines and liens in exchange for a payment of 7500 and the easement the City requires.

Please confirm that my letter is in the City's packet

Thank you and Happy New Year – I look forward to seeing you on Tuesday.

Merideth



**Merideth C. Nagel, J.D., L.L.M.**  
*Licensed to Practice in Florida, Texas, Illinois, and D.C.*

---

**Merideth Nagel, PA & Concierge Title**  
(The Legacy Legal Team)

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*Offices: Clermont - Wildwood - Winter Garden*

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---

**From:** Jennifer Cotch <jennifer@stoneandgerken.com>  
**Sent:** Thursday, December 19, 2024 2:46 PM  
**To:** Merideth Nagel <merideth.nagel@mnagellaw.com>  
**Cc:** Cynthia O'Donnell <cynthia@stoneandgerken.com>; Jessica Burnham <jburnham@umatillafl.org>; Misti Lambert <mlambert@umatillafl.org>  
**Subject:** Re: Notice of Upcoming Council Agenda Item –Atkinson Code Enforcement Case

Merry Christmas to you!

Kevin and Scott have provided me with some updates regarding your case. However, please note that Cynthia in our office is the primary contact for code-related matters.

From what I understand, the upcoming discussion will focus on the outstanding fine balance.

Cynthia is copied on this email, so please feel free to reach out to her directly should you have any specific questions or need further assistance.

Sincerely,  
Jennifer

Jennifer M. Cotch

Attorney

Stone & Gerken, P.A.

4850 N. Highway 19A

Mount Dora, FL 32757

352-357-0330

[Jennifer@StoneandGerken.com](mailto:Jennifer@StoneandGerken.com)



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**From:** Merideth Nagel <[merideth.nagel@mnagellaw.com](mailto:merideth.nagel@mnagellaw.com)>  
**Sent:** Thursday, December 19, 2024 2:00 PM  
**To:** Jennifer Cotch <[jennifer@stoneandgerken.com](mailto:jennifer@stoneandgerken.com)>  
**Cc:** Cynthia O'Donnell <[cynthia@stoneandgerken.com](mailto:cynthia@stoneandgerken.com)>; Jessica Burnham <[jburnham@umatillafl.org](mailto:jburnham@umatillafl.org)>; Misti Lambert <[mlambert@umatillafl.org](mailto:mlambert@umatillafl.org)>  
**Subject:** RE: Notice of Upcoming Council Agenda Item –Atkinson Code Enforcement Case

Jennifer,

So good to “see” you! What a delightful event. Merry Christmas and Happy New Year!

We had been working with Attorney Stone a couple of years ago and worked out an informal resolution with Scott Blankenship. Have you been brought to speed on all this and have a copy of that correspondence? The property was brought into compliance some years ago and so far as I know the only remaining item was our request for the Council to reduce the fines in light of Mrs. Atkinson’s guardianship and her reduced capacity.

Let me know if there are still problems with the properties and when you might have a time to chat before the meeting?

Merideth



**Our Offices Will Be Closed** ❤️  
**8:30AM–1:30PM on Weds, Dec. 11th**  
**BECAUSE WE'RE VOLUNTEERING AT THE NEIGHBORHOOD CENTER!**



**Merideth C. Nagel, J.D., L.L.M.**  
*Licensed to Practice in Florida, Texas, Illinois, and D.C.*

**Merideth Nagel, PA & Concierge Title**  
(The Legacy Legal Team)

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---

**From:** Jennifer Cotch <[jennifer@stoneandgerken.com](mailto:jennifer@stoneandgerken.com)>  
**Sent:** Thursday, December 19, 2024 1:54 PM

**To:** Merideth Nagel <[merideth.nagel@mnagellaw.com](mailto:merideth.nagel@mnagellaw.com)>

**Cc:** Cynthia O'Donnell <[cynthia@stoneandgerken.com](mailto:cynthia@stoneandgerken.com)>; Jessica Burnham  
<[jburnham@umatillafl.org](mailto:jburnham@umatillafl.org)>; Misti Lambert <[mlambert@umatillafl.org](mailto:mlambert@umatillafl.org)>

**Subject:** Notice of Upcoming Council Agenda Item –Atkinson Code Enforcement Case

Dear Merideth,

I hope this message finds you well.

This letter serves to inform you that the code enforcement matter concerning your client's property (Atkinson) will be discussed by the Umatilla City Council during its upcoming meeting on **January 7, 2025**. This item will be placed on the official meeting agenda for council discussion, and your client's case will be addressed at that time.

Should you or your client wish to provide input or attend the meeting, you are welcome to do so. Please ensure any relevant documents or materials you wish to submit are provided to the council ahead of the meeting in accordance with the city's procedures.

If you have any questions or need further clarification regarding this matter, feel free to contact me directly.

Sincerely,

Jennifer

Jennifer M. Cotch

Attorney

Stone & Gerken, P.A.

4850 N. Highway 19A

Mount Dora, FL 32757

352-357-0330

[Jennifer@StoneandGerken.com](mailto:Jennifer@StoneandGerken.com)



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{EXTERNAL}

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

December 17, 2024 through December 19, 2024

## ARRESTS

|            |              |                               |                                            |
|------------|--------------|-------------------------------|--------------------------------------------|
| 12/18/2024 | 2:37<br>p.m. | Avalos, Stephanie<br>Clermont | Resist Officer: Obstruct Without Violence. |
|------------|--------------|-------------------------------|--------------------------------------------|

## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

|     |  |  |  |
|-----|--|--|--|
| n/a |  |  |  |
|-----|--|--|--|

## REPORTS FILED

|            |               |                                                                                                                                                                                 |
|------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12/18/2024 | 1:36<br>p.m.  | Officers responded to a suspicious person call in the area of Cassady Street and Budd Street. Subject was an employee of a near by business.                                    |
| 12/19/2024 | 11:53<br>a.m. | Officers assisted the Lake County Sheriffs office with a residential alarm call in the area of Third Street. All was okay.                                                      |
| 12/19/2024 | 3:48<br>p.m.  | Officers assisted the Department of Children and Families with commencement of a case in the area of Winogene Avenue.                                                           |
| 12/19/2024 | 4:04<br>p.m.  | Found property was picked up by the owner at the Umatilla Police Department                                                                                                     |
| 12/19/2024 | 10:27<br>p.m. | Officers responded to the area of North Central Avenue and West Collins Street reference a disturbance. When officers arrived the disturbance was only verbal nothing criminal. |

|                          |    |
|--------------------------|----|
| ARRESTS                  | 1  |
| DISPATCHED CALLS         | 66 |
| TRAFFIC STOPS            | 29 |
| TRAFFIC CITATIONS ISSUED | 0  |

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

December 20, 2024 through December 26, 2024

## ARRESTS

|            |              |                                     |                                                                                                                                                                                                               |
|------------|--------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12/24/2024 | 3:13<br>a.m. | Kohn III, Richard<br>Fleming Island | During a routine traffic stop for excessive speed, Mr. Kohn was found to have an Alachua County warrant. Lake County Sheriffs office confirmed the warrant. Mr. Kohn was transported to the Lake County Jail. |
| 12/25/2024 | 4:16<br>p.m. | Borgens, Jennifer<br>Umatilla       | Battery Domestic                                                                                                                                                                                              |

## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

|     |  |  |  |
|-----|--|--|--|
| n/a |  |  |  |
|-----|--|--|--|

## REPORTS FILED

|            |               |                                                                                                                                                        |
|------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12/20/2024 | 6:19<br>p.m.  | Officers responded to a residence on Daphne Avenue reference a suspicious person. Person was looking for their cat.                                    |
| 12/21/2024 | 4:31<br>p.m.  | Officers responded to a disturbance in progress at a residence on Bull Frog Lane. When officers arrived the argument was verbal only and all was okay. |
| 12/21/2024 | 6:16<br>p.m.  | Officers assisted the Department of Children and Families commencing a case at a residence in the area of Cayman Circle.                               |
| 12/22/2024 | 4:20<br>p.m.  | Officers to a disturbance call that occurred in a moving vehicle that left the Circle K and State Road 19. The disturbance was verbal only.            |
| 12/23/2024 | 11:23<br>p.m. | Complaint of a suspicious vehicle driving around the neighborhood in the area of Owens Lane. Officers searched the area, vehicle was not found.        |
| 12/24/2024 | 9:10<br>p.m.  | Officers responded to a residence on Fern Street reference a person needing medical attention. Person was turned over to EMS.                          |
| 12/25/2024 | 9:47<br>p.m.  | Officers responded to a residence on Bonaire Place reference a disturbance. Dispute was verbal and parties were separated.                             |

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

December 20, 2024 through December 26, 2024

## ARRESTS

|            |               |                                                                                                                         |
|------------|---------------|-------------------------------------------------------------------------------------------------------------------------|
| 12/25/2024 | 11:09<br>p.m. | Officers responded to Taco Bell reference a business alarm. Alarm was accidental.                                       |
| 12/26/2024 | 1:00<br>a.m.  | Officers responded to the area of Lakeview Street reference suspicious people in the area. They were night fishing.     |
| 12/26/2024 | 6:14<br>p.m.  | Officers responded to a call of service at a residence on Cayman Circle. A report was taken reference a neighbor issue. |

|                          |    |
|--------------------------|----|
| ARRESTS                  | 2  |
| DISPATCHED CALLS         | 98 |
| TRAFFIC STOPS            | 29 |
| TRAFFIC CITATIONS ISSUED | 1  |