

CHIPLEY CRA REAL PROPERTY IMPROVEMENT GRANT AGREEMENT

Recitals

WHEREAS, the City of Chipley, Florida Community Redevelopment Agency (the "Agency" or "Grantor") is a public body corporate and politic, established and operating under the laws of the State of Florida, including but not limited to, the Florida Community Redevelopment Act of 1969, as amended (the "Act"); and

WHEREAS, the Agency has adopted a Community Redevelopment Plan (the "Plan") in June of 2017, which outlines the goals, programs, and projects for the redevelopment of the designated redevelopment area; and

WHEREAS, _____ (the "Grantee") has applied for a grant under the Plan to assist in the redevelopment efforts that are consistent with the objectives and projects identified in the Plan; and

WHEREAS, the Agency, in accordance with the Act and pursuant to the Plan, has determined that providing a grant to the Grantee serves the public purpose by promoting the redevelopment objectives outlined in the Plan;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the terms and conditions of this Grant Agreement.

Grant Amount and Use

The Agency agrees to provide a grant in the amount of \$ _____ (_____) to the Grantee, subject to the terms and conditions of this Agreement. The Grantee is also required to provide matching funds of \$ _____ (_____) towards the project costs. The grant funds and matching funds shall be used exclusively for the purpose of rehabilitating and improving real estate located within the redevelopment area as defined by the Plan. Such improvements may include, but are not limited to, facade improvements, structural repairs, demolition of blighted structures, and signage upgrades in accordance with the guidelines established by the Agency under the Act. The Grantee is strictly prohibited from using the grant funds for any other purposes not specified in this Agreement.

The Grantee agrees to utilize the grant funds in a manner consistent with the objectives of the Plan and in compliance with all applicable laws and regulations of the State of Florida and the City of Chipley. The Grantee further agrees to provide the Agency with detailed reports and documentation of the use of the grant funds, as may be required by the Agency to ensure compliance with the terms of this Agreement and the objectives of the Plan.

Term of Agreement

This Agreement shall commence on the Effective Date and shall remain in full force and effect until _____, unless sooner terminated in accordance with the provisions of this

Agreement. The "Effective Date" shall be defined as the date upon which the last party executes this Agreement.

Conditions Precedent

The obligations of the Agency to disburse the Grant Funds to the Grantee are subject to the satisfaction of each of the following conditions precedent by the Grantee on or before the specified deadline. If any of these conditions are not satisfied by the Grantee, the Agency may, at its sole discretion, terminate this Agreement or waive any of the conditions precedent:

1. Submission of a detailed project plan by the **Grantee** to the **Agency** for approval, which must align with the objectives of the **Plan** and be submitted no later than 30 days after the **Effective Date**.
2. Obtaining all necessary permits and approvals required for the commencement of the project, including but not limited to zoning and environmental permits, from the appropriate governmental authorities within 60 days after the **Effective Date**. The Grantee shall ensure that the redevelopment project is carried out in accordance with any existing development orders, environmental plans, or studies pertaining to the Property.
3. Proof of adequate financing, in addition to the **Grant Funds**, to complete the project. This must be provided to the **Agency** within 45 days after the **Effective Date**.
4. Execution of a Declaration of Restrictive Covenant in favor of the Agency, within 30 days after the **Effective Date**.

Obligations of the Grantee

The Grantee shall adhere to the following obligations to ensure compliance with the terms of this Grant Agreement:

1. Provide the Agency with written proof of payment for all approved expenditures related to the use of the Grant Funds within thirty (30) days of making such expenditures. Such proof shall include, but is not limited to, receipts and canceled checks evidencing the proper use of funds in accordance with the Plan and this Agreement. **Invoices are not acceptable proof of payment.**
2. Execute and record, at the Grantee's own expense, a Declaration of Restrictive Covenant in the public records of the county in which the property is located. This Declaration shall stipulate that the property will be used in a manner consistent with the Plan and the Act for a minimum period of three (3) years from the Effective Date. The Grantee shall provide the Agency with a recorded copy of the Declaration within sixty (60) days of the Effective Date.

Obligations of the Grantor

The Agency, in consideration of the undertakings of the Grantee under this Agreement, agrees to provide the Grant Funds to the Grantee in accordance with the terms and conditions set forth herein. The Agency's obligations under this Agreement are subject to the following conditions:

- The Grantee must use the Grant Funds exclusively for purposes that are consistent with the **Plan** and the **Act**.

- The Agency shall disburse the Grant Funds to the Grantee within thirty (30) days of approval of Grantee's proof of payment, subject to the Grantee's compliance with the terms of this Agreement.
- The Agency may require the Grantee to submit periodic reports detailing the use of the Grant Funds and the progress of the project or activities funded thereby.
- In the event that the Grantee fails to comply with any of the conditions set forth in this Agreement, including but not limited to, utilizing the Grant Funds for purposes not outlined in the Plan or the Act, failure to maintain the Property as per the Agreement, or violation of the Declaration of Restrictive Covenant, the Agency may, at its sole discretion, require the return of all or part of the Grant Funds disbursed.

Declaration of Restrictive Covenant

In consideration of the Grant Funds provided by the Agency to the Grantee, and as a condition of receiving such Grant Funds, the Grantee hereby agrees to impose a restrictive covenant on the real property described in Exhibit A attached hereto (the "Property"). This Declaration of Restrictive Covenant shall serve to ensure that the Property is used in a manner consistent with the Plan and the Act. The restrictive covenant shall be recorded in the public records of Washington County, Florida, and shall run with the land for a period of three (3) years from the date of Project completion.

The restrictive covenant shall include, but not be limited to, the following provisions:

- The Property shall be developed and used exclusively for purposes that are in compliance with the Plan and the Act.
- The Grantee shall not remove or materially alter (defined as any alteration that changes the fundamental character or use of the improvement, or any alteration that requires a permit under local building regulations) any improvements without the prior written consent of the Agency.
- The Grantee shall maintain the Property in a manner that supports the objectives of the Plan and the Act.
- In the event of a breach of any of the provisions of this restrictive covenant, the Agency shall have the right to demand repayment of the Grant Funds, to be made within thirty (30) days of such demand, in addition to any other legal remedies available.

This Declaration of Restrictive Covenant shall be binding upon the Grantee, their heirs, successors, and assigns, and shall inure to the benefit of the Agency, its successors, and assigns. The terms of this Declaration may only be amended, modified, or terminated with the written consent of both the Grantee and the Agency.

Compliance with Laws

The Grantee shall, at all times during the term of this Agreement and any extension thereof, comply with all applicable federal, state, and local laws, ordinances, regulations, and codes, including but not limited to the Act and any regulations promulgated thereunder, which are applicable to the use of the Grant Funds and the development and maintenance of the Property.

This compliance shall include, without limitation, adherence to environmental laws, zoning ordinances, and building codes, as well as any specific requirements set forth in the Plan.

Furthermore, the Grantee agrees to ensure that the Property remains in compliance with the Declaration of Restrictive Covenant, which mandates adherence to the Plan and the Act. Failure by the Grantee to comply with any of the aforementioned laws, ordinances, regulations, codes, or the Declaration of Restrictive Covenant may result in the termination of this Agreement, at the sole discretion of the Agency, and may require the Grantee to refund any Grant Funds disbursed under this Agreement. The Grantee shall promptly notify the Agency of any environmental issues that arise on the Property during the Project.

Insurance

The Grantee shall, at its own expense, obtain and maintain in full force and effect during the term of this Agreement, with insurers of recognized responsibility, comprehensive general liability insurance and/or property insurance, against claims which may arise from or in connection with the performance of the Grantee's obligations under this Agreement. Such insurance shall have minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Agency shall be named as an additional insured on all such policies, and the Grantee shall provide the Agency with certificates of insurance evidencing the same upon request. All policies shall provide for a minimum of thirty (30) days' advance written notice to the Agency of cancellation, nonrenewal, or material change. The Grantee agrees that the procurement and maintenance of the required insurance shall not limit or affect any liability that the Grantee may incur under this Agreement or otherwise. The insurance requirements specified herein shall in no way derogate from the obligations assumed by the Grantee under this Agreement, including but not limited to the indemnification obligations set forth elsewhere in this Agreement.

Publicity/Use of Project for Public Relations

The Grantee hereby grants to the Agency the irrevocable right to use any photographs, videos, or other visual representations of the project funded under this Agreement in the Agency's publications, advertising, presentations, and other public relations materials, without any further consent from or compensation to the Grantee. The Agency may use these materials to promote the success of the Community Redevelopment Plan and highlight the contributions of the Grant Program towards the redevelopment efforts within the designated area. The Grantee agrees to provide the Agency with any such materials upon request and to cooperate with the Agency in any public relations efforts related to the project. This provision is intended to facilitate the dissemination of information regarding the positive impact of the Grant Program and the cooperative effort between the Agency and the Grantee in achieving the objectives outlined in the Plan.

Default and Remedies

In the event that the Grantee fails to comply with any of the terms, conditions, or obligations set forth in this Agreement, including but not limited to the use of the Grant Funds in accordance with the Plan and the Act, or if the Grantee fails to maintain the Property in a manner

consistent with the Declaration of Restrictive Covenant, such failure shall constitute a default under this Agreement ("Event of Default").

Upon the occurrence of an Event of Default, the Agency shall provide written notice to the Grantee, specifying the nature of the default and allowing a period of thirty (30) days for the Grantee to cure the default. If the Grantee fails to cure the default within the specified period, the Agency may exercise any one or more of the following remedies:

1. Terminate this Agreement immediately upon written notice to the Grantee.
2. Require the immediate repayment of all or any portion of the Grant Funds disbursed to the Grantee, together with interest at the rate of eighteen percent (18%) per annum from the date of disbursement.
3. Take legal action to enforce the Agreement, including but not limited to the recovery of damages and the enforcement of the Declaration of Restrictive Covenant. In addition, the Grantee shall be liable for all costs and expenses, including attorney's fees, incurred by the Agency in enforcing this Agreement or recovering any amounts due.
4. Any other remedies available under the law or equity.

The rights and remedies provided in this clause are cumulative and not exclusive of any rights or remedies provided by law or in equity.

Amendments

This Agreement may be amended only by written agreement of the parties. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by both the Agency and the Grantee. Any such amendment, modification, or waiver shall be attached to this Agreement and become a part thereof. Notwithstanding the foregoing, the Agency reserves the right, in its sole discretion, to make any amendments necessary to comply with the requirements of the Act or any other applicable law or regulation without the need for a written agreement from the Grantee, provided that the Agency gives the Grantee written notice of such amendments at least thirty (30) days prior to their effective date.

Notices

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery if delivered personally to the party to whom notice is to be given, or on the date of mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, and addressed to the party at the address provided in this Agreement or at such other address as the party may specify in writing.

The Agency shall direct all notices, requests, demands, and other communications to:

- City of Chipley, Florida Community Redevelopment Agency
- Address: P.O. Box 457, Chipley, Florida 32428
- Attn: _____

The Grantee shall direct all notices, requests, demands, and other communications to:

- Name: _____
- Address: _____
- Attn: _____

Any party may change its address for notice by giving written notice of such change to the other party in accordance with the provisions of this clause.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Florida. Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the transactions contemplated hereby shall be instituted exclusively in the Circuit Court in and for the Fourteenth Judicial Circuit, Washington County, Florida. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Entire Agreement

This Agreement, including any exhibits and attachments hereto, constitutes the entire agreement between the Agency and the Grantee with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties. No amendment, modification, or supplement of any provisions of this Agreement shall be valid or effective unless made in writing and signed by both parties. This Agreement may not be modified or amended except by an instrument in writing signed by the duly authorized representatives of both the Agency and the Grantee.

Severability

If any provision of this Agreement, or the application thereof to any person or circumstance, is held invalid, the remainder of the Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect to the fullest extent permitted by law. The parties hereby declare their intention that this Agreement would have been executed without the inclusion of any provision that may, for any reason, be declared invalid. Further, if any provision contained within this Agreement is found to be void, voidable, or unenforceable, the parties agree to amend the Agreement in a manner that will give effect to the original intent of the parties to the fullest extent possible while remaining valid and enforceable.

APPLICANT

GRANTOR

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____