

FAÇADE AND EXTERIOR IMPROVEMENT PROGRAM GRANT AGREEMENT

THIS LAKE PARK COMMUNITY REDEVELOPMENT AGENCY FAÇADE AND EXTERIOR PROGRAM GRANT AGREEMENT ("Agreement") is made this 2nd day September, 2026, by and between the Town of Lake Park Community Redevelopment Agency (the "CRA"), having an address at 535 Park Avenue, Lake Park, Florida 33403, and Nadina, LLC (the "GRANTEE") having an address at 382 NE 1191st Street, Suite 31904, Miami, FL 33179-3899 (collectively the Parties).

RECITALS:

WHEREAS, the CRA has such powers and authority as have been conferred upon it by Chapter 163, Part III, Florida Statutes; and

WHEREAS, pursuant to Fla. Stat. § 163.360(7)(d), the CRA has determined that its adopted redevelopment Master Plan authorizes the award of grants for the rehabilitation or redevelopment of properties by private enterprises or individuals within the redevelopment area; and

WHEREAS, the CRA's Master Plan authorizes aesthetic improvement grants as an opportunity for the rehabilitation and redevelopment of properties within the community redevelopment area governed by the CRA Master Plan; and

WHEREAS, on July 17, 2024, the CRA adopted a Redevelopment Incentive Program via Resolution 48-07-24 to provide grants to eligible recipients for the improvement of properties and businesses; and

WHEREAS, the GRANTEE owns the property located at 904 Park Avenue in the Town of Lake Park, Florida (the Property); and

WHEREAS, the GRANTEE is seeking a Façade and Exterior Improvement Program Grant from the CRA in the amount of \$50,000 (the Grant) to be used for the rehabilitation and redevelopment of commercial property it owns at 904 Park Avenue, Lake Park, Florida; and

WHEREAS, the CRA Board of Commissioners (the Board) finds that awarding the Grant to the GRANTEE is within its powers as set forth in Fla. Stat. § 163.370.

NOW THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1. RECITALS:

The recitals are incorporated herein.

SECTION 2. THE PROPERTY:

The Property is owned by Nadina, LLC ("Property Owner") and located at 904 Park Avenue, Lake Park, Florida 33403 and is legally described as:

KELSEY CITY LTS 1 THRU 7 BLK 2

SECTION 3. THE GRANT:

- 3.1 The CRA hereby awards GRANTEE a sum not to exceed \$50,000. The full amount of the Grant shall be used solely for Façade and Exterior renovation to the Property and the use of all funds shall be in strict conformance with the GRANTEE'S application, a copy of which is attached hereto and incorporated herein as Exhibit "A" and the renovation proposal attached hereto and incorporated herein as Exhibit "B" (collectively, the "Scope of Work").
- 3.2 The CRA's obligation is limited to awarding the Grant. The CRA is not liable and does not assume any liability for GRANTEE'S activities associated with the use of the Grant funds, nor GRANTEE'S personnel decisions, business decisions or policies, including but not limited to the hiring of employees, contractors and agents, paying their salaries or the expenditure of overhead costs.
- 3.3 Changes in use of the Grant proceeds must be approved, in writing, by the CRA Board . Requests for change must be in writing by the GRANTEE to the CRA Executive Director.
- 3.4 As security for GRANTEE'S performance, GRANTEE shall, execute a Promissory Note, a Mortgage and Security Agreement, a Restrictive Covenant and a Guaranty in favor of CRA. These documents, along with this Agreement, constitute the "Grant Documents". The Grant Documents shall be cancelled upon full compliance with the terms of said documents by GRANTEE.
- 3.5 All disbursements of the Grant proceeds shall be made on a lump sum, reimbursement basis for the Scope of Work included in the Application attached hereto as Exhibit "A". Grant funds shall be used solely for exterior improvements to the Property and shall be paid only upon the CRA's receipt of documentation establishing prior payment by the GRANTEE of the total cost of all improvements. Documentation includes, but is not limited to, receipts, invoices, canceled checks, and such other documents as the CRA may require. Requests for reimbursements must be submitted to the CRA Administrator and shall include receipts and a letter summarizing the funding request.

SECTION 4. SCOPE OF WORK

- 4.1 GRANTEE shall use funds provided in accordance with the work contained in the Application, a copy of which is attached and incorporated herein as Exhibit "A" and the Renovation Proposal(s) which is attached hereto and incorporated herein as Exhibit "B" (collectively, the "Scope of Work.").

4.2 Any amendments to Exhibits “A” and “B” desired by GRANTEE shall be submitted in writing to the CRA Executive Director. Amendment must be accompanied by written justification and must be approved by the CRA Executive Director in writing prior to commencing any work.

SECTION 5. EFFECTIVE DATE, TERM, COMMENCEMENT AND COMPLETION DATES

5.1 The “Effective Date” of this Agreement shall be the date of execution by the Parties.

5.2 The Term of this Agreement shall be for twenty four (24) months from the Effective Date. This Agreement may be renewed, extended or amended upon mutual agreement by the Parties for up to three, one year terms.

5.3 Work provided in the Scope of Work shall commence on or before 180 days after approval of this Agreement and shall be fully completed not later than 60 days prior to the end of the Term or any successive terms of this Agreement.

SECTION 6. SPECIAL CONDITIONS

6.1 CESSATION OF OCCUPANCY OR OWNERSHIP. In the event the GRANTEE sells, ceases to own or occupy the Property for a period of two years from the date of completion of improvements, GRANTEE shall repay the full amount grant funds advanced by the CRA pursuant to this Agreement. The determination that GRANTEE has sold, transferred or otherwise ceases to own or occupy the Property shall constitute an event of default for which the default provisions in Section 7 of this Agreement. This provision shall survive termination or expiration of this agreement.

6.2 ASSIGNMENT. GRANTEE shall not assign, transfer, or otherwise dispose of any of its rights or obligations under this Agreement without prior written consent of the CRA.

6.3 AMENDMENT. This Agreement shall not be modified, except in a writing signed by the Parties.

6.4 RULES, REGULATIONS AND LICENSING REQUIREMENTS. GRANTEE and its contractors, agents, and employees must possess all licenses and permits required to conduct its business affairs, including federal, state, city and county. In addition, GRANTEE shall comply with all applicable laws, ordinances and regulations to carrying out the Scope of Work.

6.5 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and all legal actions brought pursuant to this Agreement shall be brought in Palm Beach County, Florida, or if federal, said action shall be brought in the United States District Court, Southern District of Florida.

6.6 COUNTERPARTS. This Agreement may be executed in duplicate counterparts which when construed together shall constitute a single instrument.

6.7 SEVERABILITY. Any provision of this Agreement which is deemed by a court of competent jurisdiction to be ineffective shall not affect or render the remaining provisions of this Agreement unenforceable or invalid.

6.8 INDEMNIFICATION. The Grantee agrees to indemnify and save harmless the CRA and the Town of Lake Park and its elected or appointed officers, employees, agents, and consultants from and against any and all liability, expense, or damage of any kind or nature and from any suits or claims, including reasonable legal fees and expenses, on account of any matter, whether in suit or not, arising out of this Agreement.

6.9 ATTORNEY FEES. In the event either party is required to enforce the terms of this Agreement, the prevailing party shall be entitled to the reimbursement of its attorney fees, at the trial court and appellate levels.

6.10 SUCCESSORS AND ASSIGNS. This Agreement and the terms herein shall inure to the benefit of and be legally binding upon the Parties' successors and assigns.

6.11 COSTS. GRANTEE shall obtain and pay for any permits, licenses, federal, state and local taxes chargeable to it in carrying out the improvements set forth in the GRANTEE'S application.

6.12 PLEDGES OF CREDIT. GRANTEE shall not pledge the Town of Lake Park or its CRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.

6.13 PUBLIC RECORDS LAW. The GRANTEE shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the GRANTEE in conjunction with the Contract. Failure by the GRANTEE to grant such public access shall be grounds for immediate unilateral cancellation of this Contract by the Town.

With respect to public records, the Contractor/ Vendor is required to:

6.13.1 Keep and maintain public records required by the Town to perform the service.

6.13.2 Upon the request of the Town's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.

6.13.3 Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contactor/Vendor does not transfer the records which are part of this Agreement to the Town.

- 6.13.4 Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contactor/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contactor/Vendor transfers all public records to the Town upon completion of the term of the Agreement, the Consultant/Vendor shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor/Vendor keeps and maintains public records upon completion of the term of the Agreement, the Contractor/Vendor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.
- 6.13.5 IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.
- 6.14 INSPECTOR GENERAL. GRANTEE is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from the GRANTEE and its subcontractors. GRANTEE understands and agrees that in addition to all other remedies and consequences provided by law, the failure of GRANTEE or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Town to be a material breach of this Agreement justifying its termination
- 6.15 NOTICES. All notices required in this Agreement if sent to the CRA shall be mailed to:
- Lake Park Community Redevelopment Agency
535 Park Avenue
Lake Park, Florida 33403
Attn: Executive Director

All written notices if sent to the GRANTEE shall be mailed to the address in paragraph one of page 1 above.

SECTION 7. DEFAULT AND REMEDIES.

- 7.1 GRANTEE'S DEFAULT. GRANTEE'S failure to comply with any of the provisions of this Agreement shall constitute a default upon the occurrence of which the CRA may, in its sole discretion, (i) withhold, temporarily or permanently, all, or any unpaid portion of the Grant upon giving written notice to GRANTEE, and/or (ii) terminate this Agreement and demand a full refund of all funds advanced. Upon default the CRA shall have no further obligations to GRANTEE under this Agreement.

- 7.2 REPAYMENT OF FUNDS. GRANTEE shall repay the CRA (i) for all unauthorized, illegal or unlawful expenditure of funds, including unlawful and/or illegal expenditures discovered after the expiration of this Agreement; (ii) in the event of default under this Agreement; (iii) in the event any funds are lost or stolen; or (iv) if the work was not completed in accordance with the Scope of Work. Any portion of the grant which is to be repaid to the CRA shall be paid by delivering a cashier's check for the total amount due within thirty (30) days of the CRA'S demand.
- 7.3 TERMINATION OF THIS AGREEMENT. The CRA may terminate this Agreement with or without cause or for its convenience. Termination of this Agreement by the CRA shall relieve the CRA of any further obligations hereunder. Such termination shall not release GRANTEE from its obligations under this Agreement including, but not limited to, obligations relating to the completion of activities funded while the Agreement was in effect but not completed prior to the date of termination, or repayment of any funds GRANTEE is obligated to repay.
- 7.4 LIMITATION ON RIGHTS AND REMEDIES. Nothing contained herein shall be construed as limiting or waiving any rights of the CRA to pursue any remedy which may be available to it in law or in equity. Nothing contained herein shall act as a limitation of the CRA's rights in the event that GRANTEE fails to comply with the terms of this Agreement.
- 7.5 CRA'S DEFAULT. In the event the CRA fails to comply with the terms of this Agreement, GRANTEE shall provide the CRA with notice detailing the nature of the default, whereupon the CRA shall have thirty (30) days within which to initiate corrective actions and ninety (90) days within which to cure the default. Should the CRA fail to cure the default, GRANTEE's sole remedy shall be to terminate this Agreement. The effective date of any such termination shall be the date of the notice of termination given by GRANTEE to the CRA.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement effective on the date of execution by the CRA.

Signed, sealed and delivered in the presence of

LAKE PARK COMMUNITY
REDEVELOPMENT AGENCY

Attest: _____
Agency Clerk

By: _____
Roger Michaud, Chair
Date: _____

CRA Attorney
Approved as to form and legality
By: _____

GRANTEE: Nadina, LLC, a Florida limited
liability company
By: Phalanx, LLC, a New Mexico limited
liability company, as Manager

By: _____

Print Name: Nathan Rich

Title: Authorized Representative

Date: _____