PAINT PLANT AND PAVE RESIDENTIAL INCENTIVE PROGRAM GRANT AGREEMENT

THIS PAINT PLANT AND PAVE RESIDENTIAL INCENTIVE PROGRAM GRANT AGREEMENT ("Agreement") is made this 18th day of November, 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 Ellison Dobbs and Caroline Cloninger (the "GRANTEE") having an address at 114 Bayberry Drive, Lake Park, Florida 33403 (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 (the Master Plan) authorizes the award of grants for the rehabilitation of properties within the CRA's redevelopment area; and

WHEREAS, the Master Plan authorizes aesthetic improvement grants to facilitate the rehabilitation of properties within the community redevelopment area; 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 thereon; and

WHEREAS, the GRANTEE owns the property located at 114 Bayberry Drive in the Town of Lake Park, Florida (the Property); and

WHEREAS, the GRANTEE is seeking a Paint Plant and Pave Residential Incentive Program Grant from the CRA in the amount of $4,610 (the Grant) to be used for the rehabilitation and redevelopment of the Property; 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 Ellison Dobbs and Caroline Cloninger ("Property Owners") and located at 114 Bayberry Drive, Lake Park, Florida 33403 and is legally described as:

KELSEY CITY LTS 1 THRU 4 & W 15 FT LTS 36 THRU 41 BLK 37

SECTION 3. THE GRANT:

3.1 The CRA hereby awards GRANTEE a sum not to exceed $4,610. 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 and providing the funds for the exterior of the Property to be renovated in accordance with the Scope of Work. The CRA is not liable and does not assume any liability for GRANTEE'S activities performing the work associated with the use of the Grant for the Scope of Services, 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 Any changes in Scope of Work for the use of the Grant funds must be submitted to the CRA's Executive Director and approved, in writing, by the CRA Board.

3.4 As security for GRANTEE'S performance, GRANTEE shall, execute a Promissory Note, a Mortgage and Security Agreement, a Restrictive Covenant and a Personal Guaranty in favor of CRA.

3.5 All disbursements of the Grant funds shall be made on a lump sum, reimbursement basis for the specific items contained in the Scope of Work, a copy of which is incorporated herein and 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 Administrator's receipt of documentation and the Administrator's confirmation with the Town's Community Development Director that the improvements conform to the building permit application and Scope of Work incorporated herein. Documentation includes, but is not limited to, receipts, invoices, canceled checks, and such other documents as the CRA Administrator may require. Requests for reimbursements must be submitted to the CRA Administrator and shall include receipts and a letter detailing the work completed in accordance with the Scope of Work set forth in this Agreement.

SECTION 4. SCOPE OF WORK

4.1 GRANTEE shall only use the Grant funds provided in accordance with the Scope of Work as set forth in Exhibits "A" and "B" which are attached hereto and .

4.2 Any proposed amendments to Exhibits "A" and "B" shall be submitted in writing to the CRA Executive Director, along with the justification for the amendments. Any amendment shall be subject to the approval of the CRA Board of Commissioners.

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 24 months from the Effective Date. The Term of this Agreement may be extended or amended upon a showing of good cause and the written mutual agreement by the Parties.

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

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 all the 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 for the two years required herein shall constitute an event of default. 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 receiving, in advance, the 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 shall possess all licenses and permits required to conduct its business affairs, including federal, state, town and county. In addition, GRANTEE shall comply with all applicable laws, ordinances and regulations when making the improvements in accordance with 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 a federal claim, 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 effect 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 their 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 costs and 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, county and/or town taxes or charges necessary to carry out the improvements set forth in the Scope of Work.

6.12 PLEDGES OF CREDIT. GRANTEE shall not pledge the Town of Lake Park or the 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 Agreement. Failure by the GRANTEE to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Town.

With respect to public records, the Grantee is required to:

6.13.1 Keep and maintain public records required by theCRA to perform the Scope of Work.

6.13.2 Upon the request of the CRA's custodian of public records, provide 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 GRANTEE does not

transfer the records which are part of this Agreement to the CRA.

6.13.4 Upon the completion of the term of the Agreement, transfer, at no cost, to the CRA all public records in possession of the GRANTEE; or keep and maintain the public records associated with the services provided for in the Agreement. If the GRANTEE transfers all public records to the CRA upon completion of the term of the Agreement, the GRANTEE shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Grantee keeps and maintains public records upon completion of the term of the Agreement, the GRANTEE shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the Town.

6.13.5 IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE GRANTEE SHOULD CONTACT THE CRA's 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: CRA Administrator

Ellison Dobbs and Caroline Cloninger
114 Bayberry Drive
Lake Park, Florida 33403

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 funds upon giving written notice to GRANTEE, and/or (ii) terminate this Agreement and demand a full refund of all funds advanced.

7.2 REPAYMENT OF FUNDS. GRANTEE shall repay the CRA (i) for all unauthorized expenditures of the funds, i.e. those used for anything other than within the Scope of Work or

the unlawful expenditure of funds, including any 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 within30 days of the CRA'S written demand.

7.3 TERMINATION OF THIS AGREEMENT. The CRA may terminate this Agreement with or without cause. 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.

[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

Attest: _____
Agency Clerk

LAKE PARK COMMUNITY REDEVELOPMENT AGENCY

By: _____
Roger Michaud, Chair
Date:_____

CRA Attorney
Approved as to form and legality
By: _____

GRANTEE: Ellison Dobbs and Caroline Cloninger

By:_____

Print Name: Ellison Dobbs and Caroline Cloninger

Title: Property Owners

Date: _____