

**LAKE PARK COMMUNITY REDEVELOPMENT AGENCY FACADE AND  
EXTERIOR IMPROVEMENT PROGRAM GRANT AGREEMENT**

THIS LAKE PARK COMMUNITY REDEVELOPMENT AGENCY FACADE AND EXTERIOR IMPROVEMENT PROGRAM GRANT AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2026, by and between The Town of Lake Park Community Redevelopment Agency, a public body corporate and politic under part III, Chapter 163, Florida Statutes ("CRA"), having an address at 535 Park Avenue, Lake Park, Florida 33403, and Camilia Square LLC, a Florida limited liability company ( "Grantee") having an address of 1251 10<sup>th</sup> Street, Lake Park, FL 33403.

**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 Lake Park Community Redevelopment Master Plan (the "Master Plan") affords the maximum opportunity for the rehabilitation or redevelopment by private enterprise within the Redevelopment Area as defined in the Master Plan; and

**WHEREAS**, the Master Plan identifies aesthetic improvement grants as an opportunity for the rehabilitation and redevelopment of properties within the Redevelopment Area as governed by the Master Plan; and

**WHEREAS**, in furtherance of its goals, the CRA adopted Redevelopment Incentive Programs via Resolution 48-07-24 on July 17, 2024 to provide grants to eligible recipients for property improvement; and

**WHEREAS**, the Grantee owns the property located at 1249 10<sup>th</sup> Street in the Town of Lake Park, Florida as more particularly described in **Exhibit "A"** attached hereto and incorporated herein ("Property"); and

**WHEREAS**, the Grantee is seeking a Facade and Exterior Improvement Program Grant from the CRA in an amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000) ("Grant") to be used for the rehabilitation and redevelopment of the Property; and

**WHEREAS**, the CRA Board of Commissioners ("Board") finds that awarding the Grant to the Grantee based upon the terms set forth in this Agreement is within its powers as set forth in Fla. Stat. §163.370 and is consistent with the Town of Lake Park Redevelopment Incentive Program.

**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. INCORPORATION:**

The whereas clauses are incorporated herein.

## **SECTION 2. THE GRANT:**

- 2.1 The CRA hereby awards Grantee the Grant. The Grant shall be used solely for facade and exterior renovation to the Property and the use of all Grant funds shall be governed by the application attached hereto and incorporated herein as **Exhibit "B"** and the renovation proposal attached hereto and incorporated herein as **Exhibit "C"** (collectively, the "Scope of Work Documents").
- 2.2 The CRA's obligation under this Agreement is strictly 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, nor Grantee's personnel decisions, business decisions or policies, including but not limited to the hiring of staff, paying of staff salaries or the expenditure of overhead costs.
- 2.3 Any request by Grantee for change in use of the Grant must be approved, in writing, by the CRA's Board of Directors (the "CRA Board") during the Term (as hereinafter defined) of this Agreement. Requests for change must be in writing by the Grantee and made to the CRA Board and the Executive Director of the CRA.

As security for Grantee's performance, Grantee shall, execute a Promissory Note, a Mortgage and Security Agreement, and a Restrictive Covenant in favor of the CRA.

- 2.4 All disbursements of the Grant funds shall be made on a reimbursement basis upon the completion of the work described in the Scope of Work Documents. Grant funds shall be used solely for exterior improvements to the Property, and the distribution of the Grant funds are conditioned on the CRA's receipt of sufficient documentation establishing prior payment by the Grantee for the total cost of all improvements and completion of the work described in the Scope of Work Documents. 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 Administrator of the CRA and shall include a letter summarizing the funding request. The CRA reserves the right to request additional documentation before having the obligation to distribute any Grant funds pursuant to a request by Grantee.

### **SECTION 3. SCOPE OF WORK**

3.1 Any amendments to the Scope of Work Documents or deviation from the scope of work contained therein shall be submitted in writing to the Executive Director of the CRA, must be accompanied by written justification, and must be approved by the CRA Board in writing prior to Grantee commencing any work deviating from the approved scope of work.

### **SECTION 4. EFFECTIVE DATE, TERM, COMMENCEMENT AND COMPLETION DATES**

- 4.1 The "Effective Date" of this Agreement shall be the date of execution by CRA.
- 4.2 The term of this Agreement shall be for twenty four (24) months from the Effective Date (the "Term"). This Agreement may be renewed, extended or amended upon mutual agreement by the parties in writing provided that the combined Terms of all renewals, extensions or amendments shall not exceed three (3) years.
- 4.3 The scope of work provided for in the Scope of Work Documents shall commence on or before one hundred eighty (180) days after the Effective Date and shall be fully completed no later than sixty (60) days prior to the end of the Term of this Agreement, or any agreed upon extension.

### **SECTION 5. SPECIAL CONDITIONS**

- 5.1 **CESSATION OF OCCUPANCY OR OWNERSHIP.** In the event the Grantee sells, ceases to own or occupy the Property during the Restrictive Period as defined in that certain Restrictive Covenant associated herewith, Grantee shall repay the full amount of the Grant advanced by the CRA pursuant to this Agreement. Additionally, sale, cessation of ownership or occupancy of the Property constitutes as an event of default for which all other default provisions of this Agreement shall apply, including but not limited to, those provided in Section 6 below. This provision shall survive termination or expiration of this Agreement.
- 5.2 **ASSIGNMENT.** Grantee shall not assign, transfer, or otherwise dispose of any of its rights or obligations under this Agreement or the Grant funds without prior written consent of the CRA. Any attempt by Grantee without written approval by the CRA shall be null and void.
- 5.3 **AMENDMENT.** This Agreement may not be modified, except in a writing signed by all parties hereto.

- 5.4 RULES, REGULATIONS AND LICENSING REQUIREMENTS. Grantee and its staff 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, laws, ordinances and regulations applicable to carrying out any work listed in the Scope of Work Documents including, but not limited to, conflicts of interest, building, zoning, land and property use regulations.
- 5.5 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 Southern District of Florida.
- 5.6 COUNTERPARTS. This Agreement may be executed in separate counterparts which when construed together shall constitute a single instrument.
- 5.7 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.
- 5.8 INDEMNIFICATION. Grantee agrees to indemnify and hold harmless the Town of Lake Park (the "Town"), 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, whether in equity or legal, known or unknown, including reasonable legal fees and expenses, on account of any matter, whether in suit or not, arising out of this Agreement or Grantee's performance under this Agreement.
- 5.9 ATTORNEY FEES. In the event either party is required to enforce or seek interpretation of the terms of this Agreement, the prevailing party shall be entitled to the reimbursement of any and all of its attorney fees incurred whether presuit, during litigation, or post litigation in appeal or entitlement and reasonableness attorneys' fee hearings.
- 5.10 SUCCESSORS AND ASSIGNS. This Agreement and the terms herein shall inure to the benefit of and be legally binding upon the parties and any approved successors and assigns.
- 5.11 COSTS. Grantee shall obtain and pay for all permits, licenses, federal, state and local taxes chargeable to its operation.
- 5.12 PLEDGES OF CREDIT. Grantee shall not pledge the Grant or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.

5.13 PUBLIC RECORDS LAW. With respect to public records, the Grantee is required to:

5.13.1 Keep and maintain public records required by the Town to perform the work described in the Scope of Work Documents.

5.13.2 Upon the request of the Town's custodian of public records, provide 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.

5.13.3 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 Town.

5.13.4 Upon the completion of the Term of the Agreement, transfer, at no cost, to the Town all public records in possession of the 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 Town upon completion of the term of the Agreement, the Grantee shall destroy any duplicate public records that are confidential or exempt 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 Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

5.13.5 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 CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

5.14 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.

5.15 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:

Camilia Square LLC  
Attn: Oscar Caballero  
1251 10<sup>th</sup> Street  
Lake Park, FL 33403

## **SECTION 6. DEFAULT AND REMEDIES.**

6.1 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 Grant funds advanced. Upon default by Grantee, the CRA shall have no further obligations to Grantee under this Agreement.

6.2 REPAYMENT OF FUNDS. Grantee shall repay to the CRA all Grant funds furnished to Grantee by the CRA: (i) for all unauthorized, illegal or unlawful expenditure of the Grant funds, including unlawful and/or illegal expenditures discovered after the expiration of this Agreement; (ii) in the event of any default under this Agreement; (iii) in the event any Grant funds are lost or stolen; or (iv) if the work was not completed as provided in the Scope of Work Documents attached hereto. Any portion of the Grant funds which are 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.

6.3 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 relating to the completion of activities funded using the Grant while the Agreement was in effect but not completed prior to the date of termination. Grantee shall remain obligated for repayment of any Grant funds Grantee is obligated to repay despite the CRA's termination of this Agreement.

6.4 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.

6.5 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 sole remedy is to terminate this Agreement. Should Grantee be entitled to and properly terminate this Agreement, Grantee acknowledges it not entitle to and has no legal damages, including but not limited to expectation or consequential damages relating to the termination of 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: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Roger Michaud, Chair

Date: \_\_\_\_\_

CRA Attorney  
Approved as to form and legality  
By: \_\_\_\_\_

WITNESSES

CAMILIA SQUARE LLC,  
a Florida limited liability company

\_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

LOTS 19 THROUGH 24, AND THE NORTH 87.5 FEET OF LOTS 25 THROUGH, BLOCK 78, KELSEY CITY N/K/A LAKE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 34, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD, WITHOUT REIMPOSING SAME, AND TAXES FOR 2018 AND SUBSEQUENT YEARS

**EXHIBIT B  
APPLICATION**

**(see attached)**

**EXHIBIT C  
RENOVATION PROPOSAL**

**(see attached)**

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