

EXHIBIT A
EXCLUSIVE LICENSE AGREEMENT

This Exclusive License Agreement ("Agreement") is made this ____ day of _____, 2026, by the COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA, a dependent district of the Town of Lake Park, created pursuant to Section 163, Part III, Fla. Stat., whose principal place of business is located at 535 Park Avenue, Lake Park, Florida 33408, (the "CRA"), and One Park Place, LLC (the "Licensor") a Florida Limited Liability Company whose principal place of business is located at 11911 US-Highway-1, North Palm Beach, FL 33408 (singularly referred to as "Party" or collectively as "the Parties").

RECITALS

WHEREAS, the CRA is a dependent district of the Town of Lake Park, with such powers and authority as set forth in Section 163, Part III, Fla. Stat. (2009), as amended from time to time; and

WHEREAS, the CRA has the authority to enter into contracts, agreements, and other instruments which are necessary to carry out and effectuate the purposes and provisions of Chapter 163, Part III, as more specifically detailed in Section 163.370, Fla. Stat.; and

WHEREAS, the Licensor is the sole fee simple owner of record of a 1.8+ acre parcel of real property bearing a physical address of 801 Park Avenue, and which is generally located at the corner of 9th Street and Park Avenue (the "Property") in the Town of Lake Park, Palm Beach County, Florida; and

WHEREAS, the location of the entirety of the Licensor's Property (the "Property") is set forth in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Licensor has agreed to a five year exclusive license to allow the CRA to utilize a portion of the Property (the "Licensed Property"), in exchange for the CRA's agreement to maintain and improve the Licensed Property during the five year term, including the responsibility to maintain the adjacent building's landscaping, as set forth herein.; and

WHEREAS, the location and legal description of the specific portion of the Licensor's Property which is the subject of this Agreement, is set forth in Exhibit "B", which is attached hereto and made a part hereof; and

WHEREAS, the Parties hereby establish their respective rights and responsibilities as set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Recitals.** The above-stated recitals are true and correct and are hereby incorporated herein by reference.
- 2. Representation of Ownership Rights.** The Licensor represents that it is the fee simple owner of the Property; that the person executing this Agreement on behalf of the Licensor has the right to enter into this Agreement.
- 3. Grant of Five-Year Exclusive License Agreement.**
 - A. The Licensor hereby agrees to provide an exclusive license to the CRA, its successors and assigns, and the general public to use the Licensed Property for purposes as determined by the CRA, or the Town of Lake Park and its employees.
 - B. The CRA is permitted to use, maintain, and improve the Licensed Property, as well as perform any additional mutually agreed upon improvements during the term of the Agreement.
 - C. The location of the Licensed Property is depicted on the location sketch attached hereto as Exhibit "B".
 - D. The commencement date (the "Commencement Date") of this Agreement shall be upon execution of the Agreement by the Parties.
 - E. The termination date (the "Termination Date") of this Agreement shall be five years from the Commencement Date, unless the Agreement is terminated at an earlier time by either of the Parties as provided for herein below. This agreement shall automatically renew for an additional (2) years unless terminated by either Party.
 - F. The CRA shall maintain the Licensed Property including mowing, landscaping, debris removal, irrigation (if necessary), and maintaining it in a clean and safe condition. The CRA may install temporary improvements, which shall remain, but shall be removed within thirty (30) days of termination.
- 4. Scope of License Rights of the CRA.** The License created, granted and conveyed by this Agreement, includes the creation and conveyance of all incidental and ancillary rights reasonably necessary for the use, maintenance, improvement, and enjoyment of the Licensed Property by the CRA, which includes the right to hold public and

community events for the CRA and Town of Lake Park and for the parking of vehicles on the Licensed Property.

- 5. Term.** The Term of this Agreement shall be five years. Either Party may terminate the Agreement by giving the other Party at least 60 days prior written notice of its intention to the effective date of the termination of the Agreement.
- 6. Successors and Assigns.** This Agreement shall be binding upon the Licensor and its successors and assigns.
- 7. Exclusive Use by the CRA.** The Licensor may utilize the Licensed Property, and shall retain a right of free ingress and egress under, over, and upon its Licensed Property, provided however, that the Licensor shall not use the Licensed Property in a manner which interferes with its use by the CRA as set forth herein. Moreover, the Licensor shall not grant any Agreement, lease, license, sublease, nor make any covenants or agreements permitting the use or occupancy of the Licensed Property to any other third party during the term of this Agreement without the advance written consent of the CRA.
- 8. No Public Dedication.** Notwithstanding the use of the License herein granted, neither this Agreement, nor anything done in connection herewith, shall constitute a dedication of any of the Licensed Property to either the general public, the Town of Lake Park, Palm Beach County, or any other governmental entity except as provided for by the CRA.
- 9. Governing Law.** This Agreement shall be construed in accordance with the laws of the state of Florida, with venue for any litigation concerning this Agreement to be in a court of competent jurisdiction located in Palm Beach County, Florida.
- 10. Entire Agreement.** This Agreement (including the Exhibits) constitutes the entire Agreement and supersedes all prior written and verbal agreements, representations, promises or understandings.
- 11. Notices.** All communications given pursuant to this Agreement by registered or certified mail, return receipt requested, hand delivery, or national overnight receipted delivery service (e.g. Federal Express) to the address of the Parties as follows:

One Park Place LLC
11911 US Highway 1, Suite 206
North Palm Beach, FL 33408.

Town of Lake Park Community Redevelopment Agency
Lake Park Town Hall
535 Park Avenue
Lake Park, FL 33408.

- 12. Severability.** If any provision of this Agreement is invalid or unenforceable, the remainder of the Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- 13. Successors and Assigns.** This Agreement applies to and binds the heirs, successors, executors, administrators, and assigns of the Licensor.
- 14. Headings.** The headings used in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.
- 15. Binding Effect.** All of the terms and provisions of this Agreement shall run with the Licensed Property, and shall be binding upon the Licensor and its legal representatives, successors and permitted assigns, whether so expressed or not.
- 16. Modifications.** Except as specifically set forth herein, this Agreement may not be modified in any respect whatsoever without the adoption of a written amendment of the Agreement.
- 17. Limited Release of Liability by CRA.** In connection solely with this Agreement, the CRA releases, acquits, and discharges the Licensor from any and all liability, causes of action, sums of money, accounts, reckonings, damages, judgments, claims and demands, in law or in equity, which may have resulted from the CRA's negligence with respect to the CRA's use, occupancy, maintenance and improvement of the Licensed Property during the term of this Agreement. By entering into this Agreement, neither the CRA, nor the Town of Lake Park waives the rights and privileges to the protections afforded to them by sovereign immunity, Fla. Stat. § 768.28.
- 18. Attorney's Fees.** In the event either party must enforce the terms of this Agreement, in any action or proceeding in any court, the prevailing party shall be entitled to receive its reasonable attorney's fees, costs and expenses from the non-prevailing party.

IN WITNESS WHEREOF, the Licensor, Park Avenue, LLC, and the CRA have executed this License Agreement.

LICENSOR:

One Park Place LLC, a Florida Limited Liability Company

By: _____

Name: Robert Sweeney

Title: Managing Member

CRA:

TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY

By: _____

Name: _____

Title: Chairperson

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2026.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

(Notary Seal)

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