

## **EDF PROGRAM GRANT AGREEMENT**

THIS GRANT AGREEMENT is made and entered into by and between LEVY COUNTY, a political subdivision of the State of Florida, P.O. Box 310, Bronson, Florida 32621 (the "County"), and TRI-COUNTY SAW SHOP, LLC, a Florida limited liability company, 7551 NW 150 Street, Chiefland, FL 32626 (the "Grantee").

WITNESSETH:

WHEREAS, pursuant to the authority granted in Section 125.045, Florida Statutes, in 2015 the County created an Economic Development Fund Incentive Program (the "EDF Program") codified in Chapter 86, Article II, Division 3 of the Levy County Code; and

WHEREAS, in September 2018, Grantee made application to County for an EDF Program grant for the economic development project described in Section 2 below; and

WHEREAS, on October 20, 2020, the Levy County Board of County Commissioners reviewed the Grantee's application and directed the drafting of an EDF Program grant agreement; and

NOW, THEREFORE, based on the mutual obligations, conditions and considerations hereinafter expressed, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and made a part of this Grant Agreement.

2. Purpose; Project. The purpose of this Grant Agreement is to provide an EDF grant to Grantee for the following economic development project:

Tri County Saw Shop Relocation/Expansion (The "Project").

3. Obligations of Grantee: As of October 20, 2020, the Grantee has fully completed the Project and has provided the County with written verification (attached as Exhibit "A") of its relocation costs for inventory, equipment and other business property and its construction/renovation costs for the property to which Grantee relocated.

4. Economic Development Impact/Benefits: The County has verified that, as a direct result of the completed Project, the taxable value of the real property on which the Project is located has increased from \$19,600 in tax year 2017 (the tax year prior to the Grantee's application) to \$292,670 in tax year 2021 (the post-Project completion tax year). As a result of this increase in taxable value, the ad valorem taxes have increased from \$319.96 for tax year 2017 to \$4,855.26 for tax year 2021. The tax bills for 2017 and 2021 are attached as Exhibit "B". In addition to the increase in the tax base, since becoming operational in May of 2020 the Project has created 6 new jobs.

5. Obligations of the County. In consideration of the Economic Development Impact of the Project, no later than thirty days (30) days after receipt of proof of payment of the 2021 ad-valorem taxes, the County will make a one-time payment to Grantee of Ten thousand dollars (\$10,000.00).

6. Effective Date/Term. The effective date of this Grant Agreement is the date the last party executes below. The term of this Grant Agreement begins on the effective date and will continue for a period of one (1) year.

7. Default. In the event either party fails to comply with the terms of this Grant Agreement, or with Chapter 86, Article II, Division 3 of the Levy County Code, the other party may provide notice of default. Upon thirty (30) days' written notice of default, and failure to cure by the defaulting party, the non-defaulting party may take such legal action as they deem appropriate. In the event of Grantee default, the County may require Grantee to repay the County funds paid to Grantee, together with annual interest at the maximum rate allowed by law until the date of repayment, plus County's costs and attorney fees incurred in enforcement. In the event of County default, the County's liability shall be limited to payment of the amount specified in Section 5. Any obligations in the event of default will survive the termination of this Grant Agreement.

8. Notices. In the event either party hereunder desires or is required to provide any notice to the other party, the party desiring or required to provide such notice shall provide it in writing, send it by hand delivery or by certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

If to County: County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to Grantee: Tri-County Saw Shop, LLC  
7551 NW 150 Street  
Chiefland, FL 32626

9. Sovereign Immunity. Nothing in this Grant Agreement shall be interpreted as a waiver of the County's sovereign immunity as granted under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Grant Agreement.

10. Modification of Grant Agreement. No modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity of this Grant Agreement.

11. Waivers. One or more waiver by either party of any breach of this Grant Agreement will not be construed as a waiver of a subsequent breach by the other party.

12. Florida Law. This Grant Agreement will be governed by and construed in accordance with Florida law. The parties agree that in the event of any disputes, the venue for same is Levy County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the dates set forth below.

BOARD OF COUNTY COMMISSIONERS  
OF LEVY COUNTY, FLORIDA

\_\_\_\_\_  
John Meeks, Chair

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

ATTEST: Danny J. Shipp, Clerk of  
Circuit Court And Ex officio Clerk to  
the Board of County Commissioners

\_\_\_\_\_  
Danny J. Shipp, Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Nicolle M. Shalley, County Attorney

Tri-County Saw Shop, LLC

\_\_\_\_\_  
Title: \_\_\_\_\_

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