

**PROPERTY IMPROVEMENT INCENTIVE PROGRAM  
GRANT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a body politic and corporate under the laws of the State of Florida, created pursuant to Part III, Chapter 163, Florida Statutes (the "Agency") and **SEW BETTY , LLC** a Florida limited liability company **DBA BUSCH CANVAS**, whose mailing address is **1748 Australian Avenue, Suite 12, Riviera Beach FL 33404** (the "Grantee"):

WITNESSETH

WHEREAS, the Agency has a Property Improvement Incentive Program (the 'Program'), which is designed to improve commercial property located in the Community Redevelopment Area in the City of Riviera Beach, Florida (the "Area"); and

WHEREAS, funding through the Program is made available to commercial property owners and tenants within the Area to provide enhanced improvements to the building or site based upon criteria contained in the Agency's Program; and

WHEREAS, all funds are paid based upon a 1:4 match of private funds to CRA funds by the Grantee on a reimbursable basis only not to exceed \$40,000.00; and

WHEREAS, applicants approved under the Program must agree to construct the facade improvements within a period of one year; and

WHEREAS, applicants approved under the Program must also agree to maintain the improvements after construction, for a period of five (5) years,

WHEREAS, Grantee is the owner of property located in the Area at 2428 Broadway more particularly described in Exhibit "A".

NOW, THEREFORE, in consideration of the monies herein described and for other good and valuable considerations the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. RECITALS. The recitals set forth above are true and correct and restated herein and the same are hereby incorporated by reference, and made a specific part hereof.

2. INCORPORATION OF PROGRAM DOCUMENTS. The Application for Funding submitted by Grantee, attached hereto as Exhibit "A," and the Program Guidelines are hereby restated herein, and the same are hereby incorporated by reference and made a specific part hereof.

3. GRANTEE'S INITIAL OBLIGATIONS. Grantee undertakes the following obligations in fulfillment hereof:

3.1 Grantee shall complete the improvements to the Property in accordance with the Application for Funding submitted by Grantee, the Program Guidelines (the "Improvements"), within a period of one (1) year from the date of execution of this Agreement. (Such one year period being referred to herein as the "Construction Period").

3.2 Grantee shall maintain the Improvements constructed pursuant to this Agreement for the remainder of the Construction Period, if any, and for an additional sixty (60) months thereafter. (Such 60 month period being referred to herein as the "Maintenance Period").

3.3 Grantee shall contribute not less than **\$21, 500.00** in matching funds to be used for costs of the construction of the Improvements.

3.4 Grantee shall provide proper documentation of costs incurred with all requests to the Agency for payment of any of the Funding (as hereinafter defined). For the purposes of this paragraph, originals of invoices, receipts, canceled checks, or other evidence of payment shall be considered proper

documentation.

4. AGENCY'S OBLIGATIONS. The Agency undertakes the following obligations in fulfillment hereof

4.1 Agency shall provide funding to Grantee in the amount of \$40,000.00 (the 'Funding'). The Funding shall be used solely for the purposes of exterior demolition, constructing the Improvements, project architectural and engineering expenses, and other improvements which are more particularly described in Exhibit "B", to the Property

4.2 Agency shall pay all sums to Grantee on a reimbursement basis. To be eligible for reimbursement, such expenses must be incurred by the Grantee no more than 90 days prior to or after the Effective Date of this Agreement.

5. GRANTEE'S WARRANTIES AND COVENANTS. Grantee hereby warrants and covenants as follows:

5.1. To pay and perform all of the obligations secured by this Agreement according to its terms.

5.2. There are no current or pending City of Riviera Beach liens for code enforcement or water and sewer liens on the Property.

5.3. To keep the Property free and clear of all liens, charges, encumbrances, taxes and assessments.

5.4. To pay, when due, all taxes, assessments and license fees relating to the Property.

5.5. To keep the Property, at Grantee's own cost and expense, in good repair and condition and not to misuse, abuse, waste or allow to deteriorate, except for normal wear and tear, and to make same available for inspection by the Agency at all reasonable times.

5.6. To keep the Property insured against loss by theft and other hazards as reasonably

required by the Agency, and such policies shall be obtained from responsible insurers, authorized to do business in this state and are acceptable to the Agency.

5.7 To immediately notify the Agency, in writing, of any change in or discontinuance of Grantee's business mailing address, as set forth above.

5.8 If the Grantor is not the owner of the Property, the consent by the Owner to this Agreement shall bind the owner to this warranties and covenants in this Article 5.

6. DEFAULT/BREACH. If the Grantee breaches the terms of this Agreement, including, but not limited to, failing to construct or maintain the Improvements, Grantee shall be in default of this Agreement. In the event of a default by the Grantee, the Agency shall provide written notice to the Grantee of any such default. Upon receipt of said notice, the Grantee shall have ten (10) days to cure. If the Grantee does not cure the default within the ten (10) day cure period, then the Agency may, in its discretion, require the Grantee to repay Agency the amount of the Funding in full in ninety (90) days of the notice of default and pursue any and all legal remedies available to it. The determination as to whether a default has occurred and whether a default has been cured shall be made solely to the Agency.

7. ATTORNEYS' FEES. Should any dispute arise hereunder, the Agency shall be entitled to recover against Grantee all costs, expenses and attorneys' fees incurred by the Agency in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorneys' fees through all appeals or other actions.

8. WAIVER. No waiver by the Agency of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Grantee of the same or any other provision or the enforcement thereof. The Agency's consent to, or approval of, any act by the Grantee requiring the Agency's consent or approval shall not be deemed to render

unnecessary the obtaining of the Agency's consent to or approval of any subsequent consent or approval of the Grantee, whether or not similar to the act so consented to or approved.

9. ASSIGNMENT. This Agreement or any portion hereof shall not be assigned or transferred by either party without the written consent of the other party.

10. NOTICE. The delivery of any items and the giving of notice in compliance with the terms of this Agreement shall be accomplished by making same, in writing, and by the delivery thereof to the party intended to receive it or by mailing the same to the address of such party as hereinafter set forth. In the event such notice is made by mail, the same shall be given via U.S. Mail, return receipt requested, and, unless otherwise provided herein, notice or delivery by mail shall be effective when mailed.

11. BINDING EFFECT. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

12. CONSTRUCTION. This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall be in Palm Beach County, Florida.

13. SEVERABILITY. Should any word, phrase or provision hereof be declared illegal or invalid by a court of competent jurisdiction, such declaration of illegality and/or invalidity shall not affect the remainder hereof.

14. ENTIRE AGREEMENT; MODIFICATION. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement

of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

15. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement nor the intent of any provisions hereof.

16. JOINT PREPARATION. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' intent that this Agreement be construed liberally to achieve its intent

17. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement

18. EXHIBITS ARE INCLUSIONARY. All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

19. RECORDING. A short-form Memorandum of Agreement shall be recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below their respective signatures.

WITNESSES:

**SEW BETTY , LLC dba BUSH  
CANVAS**

A Florida limited liability company

\_\_\_\_\_

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

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

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

Title: Authorized Member

\_\_\_\_\_

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

STATE OF FLORIDA  
COUNT Y OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or has produced a Florida Driver's License as identification.

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

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

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**[Signatures continue on next page]**

**RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Kashamba Miller-Anderson,  
Chairperson

Dated: \_\_\_\_\_




## **EXHIBITS LIST**

- “A”            Real Property Description
- “B”            Application for Funding & Project Architectural Design
- “C”            Memorandum of Agreement

## EXHIBIT A

Business Name	Location	Project Amount	Amount Allocated	Applicant Summary
Business Name	Location	Project Amount	Amount Allocated	Applicant Summary
<b>Busch Canvas</b> <u><b>441pts Scored</b></u>	2484 Broadway	\$961,000	\$40,000.00	<p>The applicant is applying for a Property Improvement Incentive Program Grant of \$40,000. The total project cost for exterior portion is \$50,828.50, and the applicant will invest \$10,828 of its own funds on this project. The applicant will use the grant funds to enhance the property's visual appeal. Specific improvements include:</p> <ul style="list-style-type: none"> <li>•</li> </ul> <p>The applicant's building is located on a primary Commercial Corridor within the Community Redevelopment Area and will house an important supplier in the local Marine Industry</p>

**EXHIBIT B**

<p><b>Owners</b></p> <p>SEW BETTY LLC</p>	
<p><b>Property Detail</b></p> <p><b>Location</b> 2428 BROADWAY</p> <p><b>Municipality</b> RIVIERA BEACH</p> <p><b>Parcel No.</b> 56434228290000020</p> <p><b>Subdivision</b> SANTRYS SUB</p> <p><b>Book</b> 30926      <b>Page</b> 1894</p> <p><b>Sale Date</b> OCT-2019</p> <p><b>Mailing Address</b> 1748 AUSTRALIAN AVE STE 12 RIVIERA BEACH FL 33404 5302</p> <p><b>Use Type</b> 1700 - OFFICE ONE STORY</p> <p><b>Total Square Feet</b> 2120</p>	

**EXHIBIT C**

Prepared by and Return to:

J. Michael Haygood, Esquire  
701 Northpoint Parkway, Suite 209  
West Palm Beach, Florida 33407

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (this "Memorandum") is made and entered into as of \_\_\_\_\_ by and between **SEW BETTY , LLC DBA BUSCH CANVAS** a Florida limited liability company ("Owner") and Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes ("Agency or Grantor"), with reference to the following facts:

Owner and Agency are the Owner and Grantor, respectively, under that certain Property Improvement Incentive Program Grant Agreement dated as of \_\_\_\_\_ (the "Agreement"), relating to certain real property located in the City of Riviera Beach, County of Palm Beach County, State of Florida, more particularly described as:

**PCN: 56-43-42-28-29-000-0020**  
**SANTRYS SUB LT 2 /LS W 15 FT RD R/W/ & LTS 4 & 6**

Pursuant to Article 5 of the Agreement, Owner has agreed to certain warranties and covenants ("Warranties and Covenants") relating the Property and the improvements and certain other property located thereon.

Landlord and Tenant desire to have this Memorandum recorded in the Official Records of Palm Beach County, Florida, in order to put interested parties on notice of the Warranties and Covenants.

[Signatures on following page

In Witness Whereof, the parties hereto have executed this Memorandum on the day and year first above written.

SEW BETTY, dba BUSH CANVAS,  
Owner

WITNESS: \_\_\_\_\_

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

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

WITNESS: \_\_\_\_\_

Title: Authorized Representative

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ on behalf of \_\_\_\_\_ personally known \_\_\_ or produced identification as follows \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

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

Commission Number: \_\_\_\_\_

Commission Expiration: \_\_\_\_\_

[Agency's signature on following page]

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

WITNESS: \_\_\_\_\_

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

WITNESS: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF RIVIERA BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ on behalf of \_\_\_\_\_ personally known \_\_ or produced identification as follows \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

Commission Number: \_\_\_\_\_

Commission Expiration: \_\_\_\_\_