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 **BADIE ENTERPRISES, INC D/B/A BADIE SEAFOOD AND GRILL**, a Florida corporation whose mailing address is **31 E BLUE HERON 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 leases Property located in the Area and the Owner has consented to the terms of the Grant Agreement.

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 building or site 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 "A", to the real property located at **29 E Blue Heron Blvd, Riviera Beach FL, 33404**, such real property being more particularly described in Exhibit "B" (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.

WINTESSES:

BADIE ENTERPRISES d/b/a
Badie Seafood and Grill
A Florida corporation

_____

By: _____
Name: _____
Print Name:_____ Title: _____

_____

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:_____
Dr Julia Botel,
Chairperson

_____

Dated:_____

EXHIBITS LIST

"A" Application for Funding & Project Architectural Design

"B" Real Property Description

"C" Memorandum of Agreement

EXHIBIT A

Business Name	Location	Project Amount	Amount Allocated	Applicant Summary
Business Name	Location	Project Amount	Amount Allocated	Applicant Summary
Badie Seafood & Grill **331pts Scored**	31 E. Blue Heron Blvd.	$52,950.00	$40,000.00	The applicant is applying for a Property Improvement Incentive Program Grant of $40,000. The total project cost is $52,950, and the applicant will invest $12,950 of its own funds on this project. The applicant will use the grant funds to enhance the property's visual appeal. Specific improvements include: • Exterior brick and window sill replacement. • Installation of outdoor lighting and signage The applicant's establishment is located on a primary Commercial Corridor (Blue Heron Blvd.) within the Community Redevelopment Area.

EXHIBIT B

Owners

BEESON JOHN S

Property Detail

Location	25 E BLUE HERON BLVD
Municipality	RIVIERA BEACH
Parcel No.	56434228120000060
Subdivision	INLET SHORES AT RIVIERA
Book	26718 Page 616
Sale Date	APR-2014
Mailing Address	1020 WEST LOOP N STE 200 HOUSTON TX 77055 7256
Use Type	1100 - STORES
Total Square Feet	9000



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 **INLET SHORES INVESTMENTS, LLC** & **JOHN E BEESON** a Florida corporation ("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: 56-43-42-28-12-000-0060
INLET SHORES LTS 6 TO 9 INC & W 33 FT OF ST R/W /LESS N 7 FT/

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.

_____, Owner

WITNESS:_____

By:_____

Name: _____

WITNESS:_____ Title: _____

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: _____

EXHIBIT D

PROMISSORY NOTE

Riviera Beach, Palm Beach County, Florida

FOR VALUE RECEIVED, the undersigned ("Grant Recipient") promises to pay to the order of the Riviera Beach Community Redevelopment Agency ("RBCRA") at 2001 Broadway, Riviera Beach, FL or at such other address as may be indicated in writing, in the manner hereinafter specified, the principal sum of **Forty Thousand Dollars ($40,000.00)** without interest. The said principal shall be payable in lawful money of the United States of America, on _____ **2020** and in the following manner:

The sum of **$40,000.00** representing a payment of principal shall be due and payable one year from the date set forth above ("Repayment Date").

If, prior to the Repayment Date, the Grant Recipient provides evidence acceptable to the RBCRA that an amount equivalent to the principal or any part thereof has been paid by the Grant Recipient towards rent, payroll for employees (excluding bonuses), utility providers, or inventory providers, the RBCRA, in its sole discretion, may forgive that amount, in which case the Grant Recipient shall not be required to pay such amount to the RBCRA. Evidence may be provided at any time prior to the Repayment Date, and may be provided on an ongoing basis as such evidence becomes available. Grant Recipient must abide by all terms and conditions of the **Riviera Beach Community Redevelopment Agency Property Improvement Grant Incentive Program** in order to be eligible for the Grant forgiveness described in this paragraph.

This note may be prepaid, in whole or in part, without penalty, at any time prior to maturity.

If payment due under this note is not paid within 10 days of the Repayment Date, a late charge of 5% of the payment due shall be added to the principal. In the event of default in the payment of this note, and if the same is placed in the hands of any attorney for collection, the undersigned hereby agrees to pay all costs of collection, including a reasonable attorneys' fee. This note shall be construed and enforced according to the laws of the State of Florida and nothing in this note shall be deemed to waive any rights of the RBCRA thereunder.

PROMISSORY NOTE

Makers waive demand, presentment for payment, protest, and notice of nonpayment and dishonor.

_____

(Business Name, including DBA name)

_____

(Principal/Owner's Name)

_____

(Authorized Signature)

_____

(Title)

_____

(Date)

PERSONAL GUARANTY

PROMISSORY NOTE BETWEEN

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

AND

{GRANT RECIPIENT}

IN CONSIDERATION of the Riviera Beach Community Redevelopment Agency (the "Lender") Granting ("Borrower") memorialized by a Promissory Note dated **_____, 2020** in the amount of **$ 40,000.00** (the "Note"), the undersigned individual unconditionally and irrevocably guarantees the payment and collection of all sums due by Borrower under the Note, and any and all amendments, addenda, extensions, renewals and modifications thereof. The undersigned agrees that the obligations of the undersigned will be joint, several and primary with Borrower's obligations and not secondary. The Lender need not first pursue action against Borrower before proceeding against the undersigned. The undersigned agrees that he is bound by all amendments, addenda, extensions, renewals, and modifications of the Note referenced above, whether or not the undersigned has signed the same. This Personal Guaranty is supported by separate consideration, including but not limited to the benefit flowing to the Guarantor as an owner of the Borrower, receipt of which is hereby acknowledged by Lender and Borrower.

WITNESSES:

_____ _____

Print Name: _____ Business Owner/Principal Signature

_____ _____

Print Name: _____ Business Owner/Principal Signature

STATE OF FLORIDA

COUNTY OF_____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements,
Personally appeared _____
Who is personally known to me or produced _____ as Identification, and acknowledged he/she executed the foregoing Agreement for the use and purposes mentioned in it and that the instrument is his/her act and deed.
Afore said on this _____ day of _____, 20

NOTARY PUBLIC_____ My Commission Expires: _____

PROPERTY OWNER AUTHORIZATION FORM

•To be completed only if the applicant is a tenant•

The undersigned owner of the existing building located at:

_____

Address

Certifies that:

_____

Applicant

Operates a business at the above location. The undersigned agrees to permit the Applicant and his contractors or agents to implement the improvements listed on the Property Improvement Incentive Program Grant Application.

I understand and agree that neither the RBCRA nor the City of Riviera Beach assume responsibility or liability to me or any other part for any action or failure of any contractor or other third party and in no way guarantee any work to be done or material to be supplied. In consideration of the Property Improvement Incentive Program Grant to complete exterior property improvements of the commercial property, the undersigned hereby waives and releases any claim against the City of Riviera Beach and the Riviera Beach Community Redevelopment Agency (RBCRA) arising out of the use of said funds for the purposes set forth in the Application. The undersigned agrees to hold the City and the RBCRA harmless for charges, damages, claims or liens arising out of the Applicant's participation in the Property Improvement Incentive Program.

Property Owner Name

Property Owner Signature Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (numeric date) day of _____ (month), _____ (year), by _____ (name of person acknowledging).
(Seal)

_____
Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally known: _____
OR Produced Identification: _____
Type of Identification Produced: _____

PROPERTY OWNER AUTHORIZATION FORM

THIS AGREEMENT is entered into this _____ day of _____ 20_____, by and between the Riviera Beach Community Redevelopment Agency ("CSCRA") and _____ ("Applicant").

WHEREAS, Applicant has made application for a grant with the RBCRA under the CRA Property Improvement Incentive Program and

WHEREAS, RBCRA has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

1. Applicant agrees to complete the Project consistent with the application submitted to RBCRA, which is attached to this Agreement and made a part hereof as Exhibit "A".

2. In consideration of Applicant satisfactorily completing the Project, RBCRA will reimburse Applicant _____% of the total project costs or the approved amount of $_____, (in no event shall RBCRA pay more than $40,000.00).

3. In any dispute arising between or among the parties hereto, the prevailing party shall recover from the losing party reasonable attorney's fees, costs and expenses incurred by the prevailing party in connection with such dispute at pretrial, trial, and appellate levels.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first stated above.

APPLICANT:

By: _____

Print Name: _____

By: _____

Its: _____
"Applicant"

RIVIERA BEACH CRA

_____
JULIA A. BOTEL, Ed. D
Chairperson