

## COMMUNITY REDEVELOPMENT AGENCY GRANT AGREEMENT

This Food-Related Services Incentive Grant Agreement (“Agreement”), is made and entered into by and between the LAKE WALES COMMUNITY REDEVELOPMENT AGENCY, a body politic and corporate (“CRA”), whose address is 201 W. Central Avenue, Lake Wales, FL 33853, and JEAN WILLIAMS, (the “Developer”), whose address is 1028 State Road 60 E., Lake Wales, FL 33853-4218.

WHEREAS, Developer owns a parcel of real property located at 215 Lincoln Avenue W., Lake Wales, Florida, Parcel ID# 272935-879000-002013 (the “Premises”); and

WHEREAS, the CRA has implemented its Food-Related Services Incentive Grant program as an incentive for establishing food-related businesses within the CRA areas; and

WHEREAS, the CRA in January of 2020 approved a \$50,000.00 match Grant for a food-related business at the Premises owned by the Developer to be known as the Rose Bud Inn; and

WHEREAS, the contemplated renovations to be made to the Rose Bud Inn have not proceeded as anticipated at the time the Grant was approved by the CRA Board; and

WHEREAS the parties have met for the purpose of creating a workable time frame in which the renovations are to be made and for the Grant matching funds to be dispersed to the Developer.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated into the substantive body of this Agreement.

2. The parties hereby agree that the Developer shall proceed with the contemplated renovations and shall have until September 29, 2023, to make the contemplated and required renovations in order to draw down the remaining amount of the \$40,287.50 matching Grant.

3. The Developer shall submit proper documentation of expenditures for which reimbursement is allowable under the terms of the Grant program to the CRA staff between the 1<sup>st</sup> and 5<sup>th</sup> day of each successive month. The CRA, after determination of compliance with the Grant program, will subsequently disburse the allowable matching funds.

4. The Developer may withdraw from this Agreement and the Grant program at any time prior to September 29, 2023, by providing written notice to the CRA at its address set forth above.

5. Inspections. Subject to the terms and conditions set forth herein, the CRA shall have the right and shall be entitled to enter upon the Premises, at reasonable times, beginning on the Effective Date hereof, as defined below, for purposes of determining that the contemplated work is progressing as desired.

6. Litigation and Attorney's Fees. In the event any party to this Agreement should bring suit to enforce or interpret any provision of this Agreement, each party shall bear its own respective costs and attorney's fees.

7. Severability. The invalidity or unenforceability of any term or provision of this Agreement or the non-applicability of any such term or provision to any person or circumstance shall not impair or affect the Agreement.

8. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof. None of the terms and provisions contained herein may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the parties hereto.

9. Controlling Laws. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the City of Lake Wales now in effect and those hereinafter adopted.

10. No Waiver. This Agreement does not in any way constitute a waiver of the regulatory authority of the City of Lake Wales or the application of the City's Code of Ordinances or any other applicable law, rule or regulation.

11. Effective Date. This Agreement shall become effective on the date of full and complete execution by the parties hereto.

12. This Agreement may be executed in counterparts, each of which shall be binding on the parties hereto, and may be delivered by facsimile or scanned copy.

13. This Agreement shall terminate on September 29, 2023, unless terminated prior to that date upon a prior withdrawal by the Developer. Upon termination of this Agreement, any undisbursed portion of the Grant shall be returned to the CRA fund for further disposition by the CRA.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Signatures on following page.

ATTEST:

L A K E W A L E S C O M M U N I T Y  
R E D E V E L O P M E N T A G E N C Y

\_\_\_\_\_  
Jennifer Nanek, City Clerk

\_\_\_\_\_  
James Slaton, Executive Director

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] or online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by James Slaton as Executive Director and on behalf of the Lake Wales Community Redevelopment Agency. He is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida

Signed, sealed and delivered  
In the presence of:

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

\_\_\_\_\_  
JEAN WILLIAMS

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

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] or online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Jean Williams. She is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida