

Commercial Facade and Site Improvement Grant Program

GRANT AGREEMENT

This Agreement entered into this _____ day of _____ 2017, by and between the City of Satellite Beach's Community Redevelopment Agency (CRA) and _____ an Applicant for the Satellite Beach CRA Commercial Facade and Site Improvement Grant Program, hereinafter referred to as the "Applicant."

WHEREAS, this Agreement is made pursuant to a program of the Satellite Beach CRA known as the Commercial Facade and Site Improvement Grant Program, under which the CRA utilizes Tax Increment Funding to initiate and conduct an improvement cost grant program as an incentive for renewal of commercial areas that are located within the Satellite Beach CRA district; and

WHEREAS, it is specified that grants would be made available on architectural costs, construction costs, and other eligible costs related to eligible projects, to merchants or landlords who renovate the facades of their commercial building consistent with City building code and other applicable program and City regulations; and

WHEREAS, the Applicant intends to renovate the _____, located at: _____ Satellite Beach, FL 32937; and

WHEREAS, the Applicant has placed on file with the CRA a detailed description of the proposed renovation, inclusive of materials, cost estimates, and design which have been reviewed by the CRA, and their advisory committee, and deemed reasonable, appropriate and in conformance with grant guidelines.

NOW THEREFORE, the parties hereto agree as follows:

1. The Applicant agrees to improve and or renovate the building and/or property in accordance with the plans presented to and approved by the City, in compliance with all acceptable codes, regulations and requirements. No variations from the approved plans shall be made unless the Applicant has approval for a variance from CRA staff.
2. The renovation shall be completed no later than _____ unless a written extension is granted by the CRA for good cause shown.
3. The renovation shall be deemed complete when CRA staff has inspected and found the renovation to be in compliance with all City of Satellite Beach codes, regulations and detailed descriptions on file, as evidenced in writing by the issuance of applicable certificates.
4. Upon request of the CRA, the Applicant agrees, within ten (10) days of the request, to provide copies of the contractor estimates, invoices and paid receipts and or copies of checks for paid improvements relating to the approved project.
5. Upon completion of the renovation and compliance of the renovation, and compliance of the terms and conditions specified herein, the CRA shall pay to the Applicant the sum of up to _____ with the estimated total project cost of _____ for the improvements approved in the grant application.
6. Upon the date of completion of the renovation, the Applicant agrees to begin and sustain a five (5) year regular on-going maintenance program to the property. Specifically, the Applicant agrees to maintain the renovations made under the Agreement. Normal efforts will be taken by the Applicant to

maintain any improvements associated with the renovation, as well as, general property maintenance subject to periodic inspection by the City.

- 7. In the event that change is desired in the overall design within the 5 year maintenance period referenced above in item #6 relating to the subject renovation project after design approval, the Applicant will be required to submit the requested alteration to the Satellite Beach CRA staff for review and approval if deemed appropriate by the CRA before any changes are made.
- 8. If the Applicant fails to abide by the terms and conditions of this Agreement, then CRA will provide Applicant with written notice of Applicant's violation allowing Applicant thirty days to cure the violation. The Applicant agrees that if Applicant fails to cure the violation within 30 days of CRA's written notice, then Applicant shall be responsible for all costs associated with the renovation that is the subject of this Agreement, and any financial assistance provided by the CRA under this Agreement must be repaid to the CRA no later than the thirtieth (30th) day following the deadline to cure the violation.
- 9. The Applicant agrees to indemnify and save the CRA, City of Satellite Beach, and their respective employees harmless from any and all tort liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with the renovation project that is the subject of this Agreement. This Agreement by Applicant to indemnify and hold the CRA, City of Satellite Beach, and employees harmless shall include, but not be limited to, all charges, costs, including reasonable attorneys' fees incurred by the CRA and/or City as a result of any pre-suit demands, negotiations, mediation, trial, and/or appeal, incurred on account of or by reason of such injuries, damages, liability, claims, suits or losses and all damages arising there from.
- 10. The Applicant agrees to follow all Commercial Façade and Site Improvement Grant Program Guidelines per agreement and to substantially follow approved plan as approved by the Satellite Beach CRA on _____ 2017, improvements described herein as Exhibit "A."
- 11. Project addendums and/or change orders will require written authorization from Satellite Beach CRA staff.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date and year first above mentioned.

Signed and Sealed in the presence of:

APPLICANT:

Sign: _____

By: _____

Printed Name: _____

[SEAL]

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ . He/She is personally known to me or has produced _____ as identification.

My commission expires:

Notary Public

CITY OF SATELLITE BEACH, FLORIDA

ATTEST:

BY: _____

Courtney Barker, City Manager

Leonor Olexa, City Clerk

(Exhibit A)

Detail of Approved Renovations Listed