

October 20, 2020 CRA Special Board Meeting

Agenda Item 3 Supplement:

Agreement between the City of Groveland Community
Redevelopment Agency and First Baptist Church of
Groveland, Inc.

Record and Return to:
Anita Geraci-Carver, Esq.
City Attorney for
City of Groveland
1560 Bloxam Avenue
Clermont, Florida 34711

**AGREEMENT BETWEEN THE CITY OF GROVELAND COMMUNITY
REDEVELOPMENT AGENCY
AND
FIRST BAPTIST CHURCH OF GROVELAND, INC.**

THIS AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____, 2020, by and between the **CITY OF GROVELAND COMMUNITY REDEVELOPMENT AGENCY** (hereafter called, the “CRA”), and **THE FIRST BAPTISTS CHURCH OF GROVELAND, INC.**, 137 E. Cherry Street, Groveland, FL 34736, (hereafter called “OWNER”).

(Whenever used herein the terms “CRA”, and “OWNER”, shall include all the parties to this instrument and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.)

RECITALS

WHEREAS, the OWNER owns certain real property located at 137 E. Cherry Street, Groveland, Florida (hereinafter referred to as the “Property” or “Subject Property”). The Property is located within the municipal limits of the CITY OF GROVELAND and within the CRA’s District boundaries; and

WHEREAS, the OWNER has been serving the people of the City of Groveland and surrounding area for close to 100 years; and

WHEREAS, the CRA seeks to encourage renovations of existing buildings in the downtown and within the District’s boundaries which eliminates blight and deterioration of structures; and

WHEREAS, OWNER applied for a façade grant and desires to pressure wash and paint the exterior of three buildings on the Property, as well as install irrigation and new landscaping; and

WHEREAS, CRA and OWNER desire to set forth certain terms, conditions, and agreements with respect to improvements of the Property; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements, covenants and payments herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct in all respects and are expressly incorporated herein by this reference.

2. **Purpose.** The specific purpose of this Agreement is to grant funds to OWNER for OWNER to make improvements to the exterior façade of the building which furthers the goals of the CRA.

3. **Term.** The Effective Date of Agreement shall be the date this Agreement is fully executed by the last of the parties, and shall remain in effect for a period of two (2) years after the date the City of Groveland issues a written letter of completion for the improvements (the “Expiration Date”).

4. **Representations of OWNER.**

- a. OWNER has all requisite power and authority to enter into this Agreement.
- b. **Authorization.** The execution, delivery and performance by OWNER of this Agreement does not require any consent or approval that has not been obtained, including without limitation the consent or approval of any Governmental Authority.
- c. **Enforceable Obligations.** Assuming execution and delivery by each signatory Party hereto and thereto, this Agreement, all documents executed by OWNER pursuant hereto and all obligations of OWNER hereunder and thereunder are enforceable against OWNER in accordance with their terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditor's rights generally and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).
- d. **No Legal Bar.** The execution and delivery of this Agreement and the performance of its obligations hereunder by OWNER will not conflict with any provision of any law, regulation or governmental rules to which OWNER is subject or conflict with, or result in a breach of, or constitute a default under any of the terms, conditions or provisions of any agreement or instrument to which OWNER is a party or by which it is bound or any order or decree applicable to OWNER.
- e. **Litigation.** There are no legal actions or proceedings pending or, to the knowledge of OWNER, threatened against OWNER which, if adversely determined, would materially and adversely affect the ability of OWNER

to fulfill its obligations under this Agreement or the financial condition, business or prospects of OWNER.

- f. Knowledge. OWNER has no knowledge of any facts or circumstances which presently evidence, or with the passage of time would evidence, that any of the representations made by OWNER under this Agreement are in any way inaccurate, incomplete or misleading.

5. **Representations of CRA**. CRA hereby makes the following representations, warranties and covenants to OWNER as of the Effective Date unless another date is expressly stated to apply:

- a. Existence. The City of Groveland is a home rule municipality of the State of Florida, situated in Lake County, which created the CRA.
- b. Power and Authority. The CRA has all requisite power and authority to enter into this Agreement and perform all of its obligations hereunder. The execution and performance by CRA of this Agreement has been duly authorized by the CRA Board and does not require the consent or approval of any other person which has not been obtained.
- c. No Legal Bar. The execution and performance by CRA of this Agreement does not and will not violate any provisions of any contract, agreement, instrument or current regulation to which CRA is a party or is subject.
- d. Litigation. There are no legal actions or proceedings pending known to CRA which, if adversely determined, would materially and adversely affect the ability of CRA to fulfill its obligations under this Agreement.
- e. Enforceable Obligations. Assuming (i) due authorization, execution and delivery by each Party hereto and thereto, (ii) the enforceability of the Agreement and the actions of CRA authorized by statute and ordinance, this Agreement, each document executed by CRA pursuant hereto and all obligations of CRA hereunder and thereunder are enforceable against CRA in accordance with their terms.

6. **Award from CRA to OWNER**. CRA agrees to provide a Façade Grant to OWNER totaling \$20,000.00 on the condition that OWNER fulfills its Obligations as set forth in this Agreement. Upon OWNER fulfilling the terms set forth in 7. a. through and including 7. d. below and the CRA issues a written notice of completion, the CRA will reimburse OWNER up to \$20,000.00 for the improvements more particularly described in paragraph 7 below.

7. **OWNER'S Obligations**. OWNER commits to and shall do the following:

- a. Pressure wash and paint the exterior façade of the three buildings located on the Property having an address of 137 E. Cherry Street with a natural paint color approved in advance by the CRA. Install irrigation on the

Property and new landscaping as more particularly detailed in the OWNER'S application submittal dated September 2020 prepared by Don Spivey, Lead Pastor.

- b. Pay all costs to pressure wash and paint the exterior façade of the three buildings, and install irrigation on the Property and new landscaping as more particularly detailed in the OWNER'S application submittal dated September 2020 prepared by Don Spivey, Lead Pastor. OWNER shall provide to CRA prior to issuance of a written letter of completion for the improvements supporting documents to include contracts, invoices and purchase orders demonstrating the total cost of the pressure washing, painting, metal trim, LED lighting, and signage and costs associated with installation, irrigation and landscaping.
- c. OWNER shall apply for and obtain any permits necessary.
- d. OWNER shall maintain and make any necessary repairs to the exterior façade including paint and landscaping. This obligation shall survive termination of this Agreement, except that OWNER shall have no obligation repay the Award after two years from the Effective Date of this Agreement.

8. Limit of Obligation. Awards made hereunder shall be paid solely from lawfully available funds that have been appropriated by the CRA. Under no circumstances shall the CRA'S obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, the CRA shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by OWNER. None of the CRA'S obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution, or assigned to a third party.

9. Termination. This Agreement shall terminate upon the occurrence of any one or more of the following:

- a. the Expiration Date;
- b. the execution by all Parties of a written agreement terminating this Agreement;
- c. at the option of a Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof, or, if such breach is not susceptible of cure within 30 days, such period of time thereafter as the breaching party diligently pursues the cure thereof, but in any event if such breach is not cured within one hundred eighty (180) days after written notice thereof;

- d. at the option of the CRA, if any property owned by OWNER is subject to finding by the City's Special Magistrate of a code enforcement violation; or
- e. any subsequent Federal or State legislation or any decision by a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

10. Repayment of the Award/Lien. In consideration of a Façade Grant from the CRA OWNER does grant to the City of Groveland in care of the CRA a lien in the amount of \$20,000.00 on the following described property located in Lake County, Florida:

Legal Description: Lots 1 to 24, inclusive, Block N, GROVELAND, formerly known as Map of Taylorville, according to the Plat thereof as recorded in Plat Book 2, Pages 7 and 8, Public Records of Lake County, Florida.

Physical Address: 137 E. Cherry Street, Groveland, Florida

PROVIDED that, if OWNER performs and complies with each and every term, provision and condition set forth herein for a period of two (2) years after the date of a written notice of completion is issued by the CRA to Owner for the property above described property, this lien will cease and be null and void.

- a. In the event the Agreement is terminated by the CITY pursuant to any of paragraphs 9 (c) – (d) of this Agreement, then OWNER shall immediately refund to the CITY an amount equal to the sum of all Awards paid by the CRA on behalf of OWNER immediately preceding the date of such termination prorated over the Term of this Agreement plus, interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the CITY) as its prime or base commercial lending rate, from the date of termination until paid.
- b. Should OWNER fail to refund to the CITY as provided for in the preceding paragraph, the CRA may foreclose this lien in the same manner as a code enforcement lien in addition to pursuing its other remedies available by law. In any action to enforce the terms and conditions of this Agreement for Lien, the prevailing party shall recover from the non-prevailing party, attorney's fees and costs. Any such action shall be governed by the laws of Florida and the venue shall lie in Lake County, Florida.

11. Disclaimer. OWNER ACKNOWLEDGES THAT, EXCEPT FOR CRA'S REPRESENTATIONS CONTAINED WITHIN THIS AGREEMENT, NEITHER CRA, CITY OF GROVELAND NOR ANY RELATED PARTY OF CRA OR CITY HAS MADE

ANY REPRESENTATION OR WARRANTY WHATSOEVER (WHETHER EXPRESS OR IMPLIED) REGARDING THE PROPERTY, THE CITY'S CODE, ANY ACTIONS AUTHORIZED BY THE CODE, THE SUBJECT MATTER OF THIS AGREEMENT OR ANY EXHIBIT HERETO, OTHER THAN THE OBLIGATIONS EXPRESSLY CONTAINED IN THIS AGREEMENT.

12. Indemnification and Other Remedies.

- a. OWNER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE CRA, CITY OF GROVELAND (hereinafter "CITY") AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CRA AND CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CRA AND/OR CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO OWNER'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF OWNER, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, CONTRACTOR OR SUBCONTRACTOR OF OWNER, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES, WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CRA AND CITY UNDER FLORIDA LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER FLORIDA LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CRA AND CITY AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. OWNER SHALL PROMPTLY ADVISE THE CRA AND CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CRA, CITY OR OWNER KNOWN TO OWNER RELATED TO OR ARISING OUT OF OWNER'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT OWNER'S COST. THE CRA AND CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT OWNER'S EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING OWNER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH. OWNER FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF THE CRA AND CITY AND

IN THE NAME OF THE CRA AND CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE CRA AND CITY AND ITS OFFICIALS, EMPLOYEES, AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE. OWNER'S OBLIGATIONS UNDER THIS SUBSECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

- b. **Non Waiver of Remedies.** No remedy herein conferred upon or reserved to the CRA is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.
- c. **Waiver of Consequential Damages.** OWNER waives all present and future claims for consequential damages against the CRA, CITY and the officials, employees, and representatives of the CRA and CITY arising from or related to this Agreement, and such waiver shall survive any termination of this Agreement.
- d. **Release of Existing Claims.** OWNER hereby releases any and all presently existing claims of every kind or character which OWNER has or may have under or pursuant to this Agreement against the CRA or CITY, its officials, employees, and representatives.

13. No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

14. Survival of Covenants. OWNER'S obligations of repayment to CRA as provided in paragraph 10 shall survive termination of this Agreement. Paragraph 12 shall also survive termination and expiration of this Agreement.

15. Notices. All notices, demands or other writings required or permitted to be given or made or sent under this Agreement, by either party to the other, shall be in writing and shall be deemed to have been fully delivered upon (i) receipt of such notice when hand delivered (by personal courier or overnight delivery service), (ii) receipt of such notice as indicated by the signature and date on the return receipt of a certified mailing, or (iii) on the same day if sent by facsimile and a printed confirmation of transmission is obtained by the sender, and addressed and transmitted to the party to whom such notice is to be delivered as set forth below.

OWNER: Pastor Spivey
137 E. Cherry Street
Groveland, FL 34736

CRA and CITY: Mike Hein, CITY MANAGER
City of Groveland

156 S. Lake Avenue
Groveland, FL 34736
Facsimile: 352-429-3852

With copy to: Anita Geraci-Carver, Esquire
City Attorney
1560 Bloxam Avenue
Clermont, Florida 34711
Facsimile 352-243-2768

Any party by written notice in accordance with the requirements of this Paragraph may modify its address for receipt of all future notices.

16. Exhibits. The exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

17. Binding Agreement; Assignment. The terms and conditions of this Agreement are binding upon the successors of the Parties hereto. This Agreement may not be assigned by OWNER.

18. Entire Agreement. This Agreement embodies and constitutes the entire understanding of the parties with respect to the subject matter addressed herein, and all prior negotiations, correspondence, conversations, agreements, understandings, representations and statements, oral or written, are incorporated and merged into this Agreement.

19. Amendments to Agreement. No modification, amendment or alternation of the terms or conditions contained herein shall be effective or binding upon the parties hereto unless the same is contained in a written instrument executed by the parties.

20. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

21. Recording. This Agreement shall be recorded in the public records of Lake County, Florida, and shall constitute a covenant running with the land.

22. Severability. If any provision of this Agreement, the deletion of which would not adversely affect receipt of any material benefits by a party hereunder or substantially increase the burden of a party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability or the remainder of this Agreement.

23. **Breach.** In the event of a breach of this Agreement by either party hereto, the other party shall have the rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

24. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in the Circuit Court of and for Lake County, Florida.

25. **Captions.** This captions or paragraph heading in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, or meaning of this Agreement.

26. **Disclaimers; Limitations on Liability.**

(a) **FORCE MAJEURE.** THE PARTIES HERETO SHALL NOT BE LIABLE OR RESPONSIBLE TO THE OTHER BY REASON OF THE FAILURE OR INABILITY OF A PARTY TO TAKE ANY ACTION IT IS REQUIRED TO TAKE OR TO COMPLY WITH THE REQUIREMENTS IMPOSED HEREBY OR ANY INJURY TO THE OTHERS OR BY THOSE CLAIMING BY OR THROUGH THE OTHERS, WHICH FAILURE, INABILITY OR INJURY IS CAUSED DIRECTLY OR INDIRECTLY BY FORCE MAJEURE (AS HEREINAFTER SET FORTH). THE TERM "FORCE MAJEURE" AS EMPLOYED HEREIN SHALL MEAN ACTS OF GOD, STRIKES, LOCK-OUTS, OR OTHER INDUSTRIAL DISTURBANCE; ACTS OF PUBLIC ENEMIES, WAR, BLOCKADES, RIOTS, ACTS OF ARMED FORCES, MILITIA, OR PUBLIC AUTHORITY, EPIDEMICS; BREAKDOWN OF OR DAMAGE TO MACHINERY, PUMPS, OR PIPE LINES; LANDSLIDES, EARTHQUAKES, FIRES, STORMS, FLOODS, OR WASHOUTS; ARRESTS, TITLE DISPUTES, OR OTHER LITIGATION; GOVERNMENTAL RESTRAINTS OF ANY NATURE WEATHER FEDERAL, STATE, COUNTY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; CIVIL DISTURBANCES; EXPLOSIONS, FAILURE OR INABILITY TO OBTAIN NECESSARY MATERIALS, SUPPLIES, LABOR OR PERMITS OR GOVERNMENTAL APPROVALS WHETHER RESULTING FROM OR PURSUANT TO EXISTING OR FUTURE RULES, REGULATIONS, ORDERS, LAWS OR PROCLAMATIONS WHETHER FEDERAL, STATE, COUNTY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; OR BY ANY OTHER CAUSES, WHETHER OR NOT OF THE SAME KIND AS ENUMERATED HEREIN, NOT WITHIN THE SOLE CONTROL OF THE PERFORMING PARTY AND WHICH BY EXERCISE OF DUE DILIGENCE THE PERFORMING PARTY IS UNABLE TO OVERCOME. PROVIDED, HOWEVER, THE CITY SHALL NOT BE ABLE TO CLAIM FORCE MAJEURE AS TO ANY RESTRAINT OR PROCLAMATION RENDERED BY THE CITY.

(b) **DISCLAIMER OF THIRD PARTY BENEFICIARIES.** THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF AND SHALL BE BINDING UPON THE FORMAL PARTIES HERETO AND THEIR RESPECTIVE AUTHORIZED SUCCESSORS AND ASSIGNS, AND NO RIGHT OR CAUSE OF ACTION SHALL ACCRUE UPON OR BY REASON HEREOF, TO OR FOR THE BENEFIT OF ANY

THIRD PARTY NOT A PARTY TO THIS AGREEMENT OR AN AUTHORIZED SUCCESSOR OR ASSIGNEE THEREOF.

27. **Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in form and manner sufficient to bind them as of the date indicated hereinabove.

FIRST BAPTIST CHURCH OF GROVELAND, INC., a Florida corporation,

Witnesses:

Signature of authorized person

Signature

Print Name and Title of authorized person

Print Name

Signature

Print Name

STATE OF FLORIDA
COUNTY OF LAKE

Sworn to or affirmed and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 2020, by _____, who is personally known or produced _____ as identification.

Notary Public - State of Florida
My commission expires: _____

SEAL

CITY OF GROVELAND COMMUNITY REDEVELOPMENT AGENCY, FLORIDA

BY: _____
Mike Hein, City/CRA Manager

[SEAL]

Attest:

Virginia Wright, City Clerk

WITNESSES AS TO CITY/CRA MANAGER AND CITY CLERK:

Signature

Print Name

Signature

Print Name

STATE OF FLORIDA
COUNTY OF LAKE

Sworn to or affirmed and subscribed before me by means of [] physical presence or [X] online notarization, this ____ day of _____, 2020, by Mike Hein as City Manager of the City of Groveland, a Florida municipal corporation on behalf of the corporation. He is [X] personally known or [] produced _____ as identification.

Notary Public - State of Florida
My commission expires: _____

SEAL