MURAL MATCHING GRANT AGREEMENT BETWEEN STUART CRA AND BUSINESS OWNER FOR INSTALLTION OF A MURAL IN STUART COMMUNITY REDEVELOPMENT AREA

THIS AGREEMENT ENTERED this ____ day of _____2020 by and between the City of Stuart Community Redevelopment Agency (hereinafter referred to as "CRA") and Dehon Building Investors, LLC (hereinafter referred to as "Owner").

W I T N E S S E T H:

WHEREAS, in City of Stuart Chapter 62 of the City of Stuart Code of Ordinances, the City Commissioners delegated authority to the CRA to award and administer CRA grants including contracts with owners for CRA grants; and

WHEREAS, Owner has applied for a Mural Matching Grant in the amount of $3,000.00 dollars; and

WHEREAS, the CRA has determined that Owner meets the eligibility requirements and was approved for a grant award in the amount of $3,000.00 dollars on October 26, 2020 ("CRA Approval"), which is a minimum of 50 % of the costs to install the mural.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the parties agree as follows:

1. Owner acknowledges to the CRA that Owner has received a copy of the Stuart Community Redevelopment Agency Mural Matching Grant Program (hereinafter referred to as "Mural Program"), that Owner has read the guidelines and requirements for the Mural Program, and that Owner has had ample opportunity to discuss the Mural Program with Owner's counsel or advisor. Owner further acknowledges to the CRA that Owner understands and agrees to abide by all of the terms and conditions of the Mural Program. Owner agrees to the terms and conditions of the Mural Program, a copy of which is attached as "Attachment 1" and incorporated herein.

2. Owner is the business owner at property described as 11 SE Osceola Street, Stuart, Florida.

3. Owner has agreed to install the mural on the eastern wall of the property pursuant to the grant application submitted to the CRA dated August 18, 2020. ("The Mural Program") attached hereto as "Attachment 1" and incorporated herein by reference.

4. Owner agrees to complete the mural within one year of the execution of this agreement. Owner also agrees to fund at least 100% of the costs of the mural.

5. CRA has approved a reimbursement to Owner in the amount of $3,000.00 to be administered pursuant to the terms of this Agreement based on an estimated cost of $8,000.00. If the actual costs to install the mural is less than the estimated costs for the mural, the reimbursement amount shall be reduced accordingly to equal the percent of the mural costs approved for funding by the CRA. In no case will the CRA/City of Stuart be obligated to fund anything in excess of the reimbursement amount.

6. Within forty-five (45) days after confirmation that the mural was installed pursuant to the terms of the approved application, Owner shall be issued a check in the amount of the grant or reduced amount required by paragraph 5. However, if Owner fails to install the mural pursuant to the terms of the approved application, or if the project is not completed within one year from the approval of the grant, or if Owner fails to fund at least 50% of the cost of the mural, the reimbursement shall be deemed revoked and Owner shall be entitled to no funding.

7. This Agreement shall be governed and construed pursuant to the laws of the State of Florida.

8. This Agreement contains the entire agreement of the parties and their representatives and agents, and incorporates all prior understandings or representations, whether oral or written. No change, modification or amendment, or any representation, promise or condition, or any waiver, to this Agreement shall be binding unless in writing and signed by a duly authorized officer of the party to be charged.

9. This Agreement is personal to Owner and may not be assigned or transferred by Owner or to Owner's respective heirs, personal representatives, successors or assigns without the prior written consent of the CRA.

10. Reimbursement is subject to the availability of funds in the CRA Budget for the current fiscal year of the CRA.

11. If the project is not completed within one year from the approval of the grant, the grant award shall expire.

12. IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

OWNER(S):

(1) _____
Witness Signature

_____
Printed/Typed Name

(2) _____
Witness Signature

_____
Printed/Typed Name

By: _____
Steven Vitali, Property Owner

_____
Printed/Typed Name

COMMUNITY REDEVELOPMENT AGENCY
STUART FLORIDA

_____
Pinal Gandhi-Savdas, CRA Administrator

_____
David Dyess, City Manager

APPROVED AS TO FORM AND CORRECTNESS:

_____
Michael Mortell, City Attorney