



Landscaping Grant Repayment Agreement

Dated: _____

FOR VALUE RECEIVED, the undersigned, _____ (the "Grant Recipient"), located at _____, _____, _____, hereby conditionally promises to pay to the order of Pasco County Board of County Commissioners, (the "County"), located at 37918 Meridian Avenue, Dade City, Florida, 33523, the principal sum of _____, and in accordance with the terms set forth below.

Terms. The Grant Recipient received a Commercial Redevelopment Landscaping Grant Program ("Program") from the County. The Grant Recipient agrees to install landscaping consistent with its grant application and the County Land Development Code and maintain the landscaping for a 5-year period in accordance with its approved Maintenance Plan.

Payment. If the Grant Recipient fails to perform any of its responsibilities under this Program, the County shall inform the Grant Recipient in writing and provide the Grant Recipient with a 30-day period to comply with the obligations conditioned by the Program ("Cure Period"). If the Grant Recipient fails to remedy the unmet conditions after receiving County notice during the Cure Period, the Grant Recipient shall repay all grant funds to the County received from the Program.

Costs and Fees. In the event of default of this agreement, the Grant Recipient shall pay to the County all costs of collection including reasonable attorney's fees.

Successors and Assigns. This Grant will inure to the benefit of and be binding on the respective successors and permitted assigns of the Grant Recipient. The Grant Recipient may not assign its rights or delegate its duties under this agreement without the County's prior written consent.

Joint and Several Liability. If there is more than one Grant Recipient participating in this Program, the obligation of each Grant Recipient shall be joint and several under this Repayment Agreement.

Severability. In the event that any of the provisions of the Program are held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in the Program.

Notifications. Any notice or communication under this agreement must be in writing.

IN WITNESS WHEREOF, the undersigned has executed this Landscaping Grant Repayment Agreement as of the date first stated above.

Signature of Witness

Signature of Borrower

Signature of Witness

OFFICE OF ECONOMIC GROWTH