

AGREEMENT TO INSTALL AND MAINTAIN MURAL

This Agreement (this "Agreement") is entered into as of April 22, 2021 by and between **PINEAPPLE GROVE MAIN STREET, INC.**, d/b/a **PINEAPPLE GROVE ARTS DISTRICT**, c/o David A. Beale, P.A., 3-1 W. Atlantic Avenue, Suite 0-5, Delray Beach, FL 33444 ("PGMS") and **JOHN CHRISTOPHER VAN REICH**, located at 1002 NE 9th Avenue, Delray Beach, FL 33483 ("Owner"). PGMS and Owner may collectively be referred to as the "Parties."

1. PURPOSE AND CONSENT TO MURAL INSTALLATION:

(a) Owner is the owner of the property located at 217 NE 4th Avenue, Delray Beach, 33444 ("Property"). PGMS is the owner of the Observer Mural which has been located on the north side of Owner's previous building at 186 NE 2nd Avenue, Delray Beach, Florida for approximately 12 years. The Observer Mural consisted of nine removable panels and a continuation of the scene painted onto the nine panels painted directly onto the rest of the wall and doors. Owner hereby grants PGMS permission to install a refurbished and reimagined Observer Mural on the entire south wall of his property at 217 NE 4th Avenue, Delray Beach, Florida, and further grants PGMS and its artists, contractors and installers permission to have access to construct and maintain same for itself ("New Observer Mural"). The New Observer Mural will consist of the aforesaid nine metal panels to be attached to the south wall with surrounding wall and doors painted with a continuation of the mural on the metal panels, very similar to the mural that was affixed and painted to the north wall of Owner's former location at 186 NE 2nd Avenue, Delray Beach, FL 33444.

(b) The New Observer Mural shall remain on said wall indefinitely, subject to the following conditions: After ten (10) years, owner or subsequent owner shall have the right to require removal of the New Observer Mural at his discretion, allowing a reasonable amount of time, not less than ninety (90) days after receipt of written notice, for PGMS to remove the New Observer Mural. It is acknowledged and agreed that the New Observer Mural is and shall always be the sole property of PGMS. If the New Observer Mural has to be moved in the future, the New Observer Mural will remain the property of PGMS, with the nine panels removed to the custody and control of PGMS and its successors and assigns, and the portion of the mural left on the wall being painted over. PGMS and its successors and assigns will have sole right to recreate the New Observer Mural at a different location.

(c) PGMS agrees that it shall arrange to maintain the New Observer Mural in good condition at all times, provided that if the Mural is damaged by anyone, and insurance is available from or through that person, the repair proceeds shall be paid by the insurer. If the New Observer Mural is damaged by a third person, Owner assigns to PGMS any right or cause of action against such third person available to pay for such repairs and related costs. Access shall be granted to PGMS's representatives and independent contractors taking part in installing New Observer Mural, and in the ongoing maintenance and repair obligations with respect thereto. If the cost of repair is too great, the mural may be painted over.

(d) Owner agrees to use reasonable care at all times (and that if his agents and contractors) not to damage the New Observer Mural, including taking precautions to protect it if work or other construction is being done.

(e) Owner will give prompt notice to PGMS of any damage or potential damage or any notices from any governmental authority concerning the New Observer Mural.

2. **REPRESENTATION AND COOPERATION.** Owner hereby appoints PGMS as his representative for any governmental or third party actions concerning the New Observer Mural. Owner agrees to cooperate with PGMS with any applications for permits, grants or other interaction with governmental authorities or third parties concerning the New Observer Mural and gives PGMS the right to participate in any proceedings relating thereto. All grants applied for in the name of the Owner (or jointly with PGMS) for the New Observer Mural shall be assigned to PGMS.

3. **DUPLICATION OF PAYMENTS.** PGMS shall not be liable under this Agreement if Owner has otherwise actually received payment (e.g., under any insurance policy, etc.) of the amounts needed to repair the New Observer Mural otherwise indemnifiable under this Agreement and used to repair said Mural (with permission of PGMS). All such funds in excess of actual repair costs shall be turned over to PGMS or used to repair the New Observer Mural. Owner will not repair Mural unless there has been written approval by PGMS.

4. **SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

5. **BINDING EFFECT:** The covenants and conditions contained in this Agreement shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the Parties. This Agreement may be assigned on written notice to the other party. This Agreement shall run with the property and is binding on subsequent owners.

6. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended only in writing and must be signed by both the PGMS and Owner.

7. **GOVERNING LAW, JURISDICTION AND VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any and all disputes relating to this Agreement shall be brought exclusively in the courts located in Palm Beach County, Florida.

8. **NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service:

a. If to PGMS:

Pineapple Grove Main Street Inc.
c/o David A. Beale, Esq.
LAW OFFICES of DAVID A. BEALE, P.A.
301 West Atlantic Avenue, 2nd Floor, Suite #0-5
Delray Beach, FL 33444
Telephone: (561) 243-1477
Cell: (561) 213-2040

b. If to Owner

JOHN CHRISTOPHER VAN REICH
1002 NE 9th Avenue
Delray Beach, FL 33483
(561) 278-3331 (o)
(561) 927-0211 (h)

9. **WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

10. **AUTHORITY.** Both parties represent and warrant they have the right to enter into this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

Witness

Susan A. Worline
Print Name: Susan A. Worline

OWNER

John Christopher Van Reich
JOHN CHRISTOPHER VAN REICH

Witness

Brittany Lemme
Print Name: Brittany Lemme

Witness

Susan A. Worline
Print Name: Susan A. Worline

PINEAPPLE GROVE MAIN STREET, INC.

By David A. Beale
David A. Beale, President

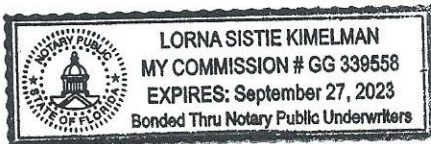
Brittany Lemme
Brittany Lemme

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY, that on this 22 day of April, 2021 before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared **JOHN CHRISTOPHER VAN REICH** to me well known or who produced _____ as identification and known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that said instrument was executed for the purposes therein expressed.

WITNESS my hand and official seal, by means of ☒ physical presence or _____ online notarization, this 22 day of April, 2021

NOTARY SEAL



Signature: Lorna Sistie Kimelman
Notary, State of Florida at Large

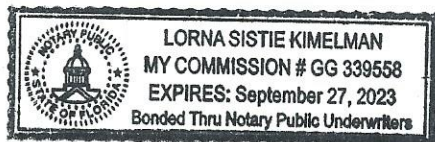
Print Name: Lorna Sistie Kimelman
My Commission Expires: 9/27/23

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY, that on this 22 day of April, 2021 before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared **DAVID A. BEALE**, to me well known or who produced _____ as identification and known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that said instrument was executed for the purposes therein expressed.

WITNESS my hand and official seal, by means of ☒ physical presence or _____ online notarization, this 22 day of April, 2021

NOTARY SEAL



Signature: Lorna Sistie Kimelman
Notary, State of Florida at Large

Print Name: Lorna Sistie Kimelman
My Commission Expires: 9/27/23