

801 N FEDERAL, LLC
100 S. Biscayne Boulevard, Suite 900
Miami, Florida 33131
Tel: (305) 358-7710 * Fax: (305) 358-1619

May 29, 2012

Via Fedex

Dr. Alvin B. Jackson, Jr., Executive Director
Hallandale Beach Community Redevelopment Agency
400 South Federal Highway
Hallandale Beach, Florida 33009

Re: Grant Easement between Hallandale Beach Community Redevelopment Agency and 801 N Federal Highway (the "Agreement")

Dear Dr. Jackson, Jr.:

Please find enclosed the four (4) original copies of the referenced Agreement. Per your request, 801 N Federal has executed the same. Once you have had the opportunity to have the subject Agreements fully executed, please return one fully executed original copy to my attention, at the address first set forth above.

Thank you for your courtesy and cooperation with regard to this matter. Should you have any further questions, please do not hesitate to contact me at your earliest convenience.

Sincerely,


Jerome Hollis
Vice President
Enc

GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is made and entered into as of May 29 2012 by and between the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (the "CRA") having an address at 400 S. Federal Highway, Hallandale Beach, Florida 33009 and 801 N FEDERAL LLC, a Florida limited liability company (the "Grantee") having an address at 100 South Biscayne Boulevard, Suite 900 Miami, Florida 33131.

RECITALS

1. The Grantee is the owner of certain improved real property as more particularly described Exhibit "A" attached hereto (the "Property"), which Property is located in the CRA Community Redevelopment Area.
2. The CRA, through the City of Hallandale Beach ("City") Building Department, has determined the buildings on the Property are unsafe structures and unattractive, which has contributed to the slum and blighted conditions located on Federal Highway within the Community Redevelopment Area.
3. One of the CRA's goals is to encourage redevelopment activities and projects that result in the elimination of slum and blight conditions and/or influences.
4. The CRA and City have negotiated with the owners for a voluntary demolition of the Buildings.
5. The CRA has approved a grant in the amount of up to TWENTY FIVE THOUSAND AND 00/100 Dollars (\$25,000.00) (the "Grant") to assist with the demolition and the site restoration substantially in accordance with the scope of work set forth in items 1 - 3, and 7 and 8 in Exhibit "B" attached hereto (the "Project" or "Scope of Work"), which Grant shall be disbursed to Grantee on a reimbursement basis in accordance with the terms and conditions of this Agreement.
6. The Grantee desires to accept the Grant subject to the terms, conditions and restrictions set forth in this Agreement.

NOW, THEREFORE, in consideration of the Grant and the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto do hereby agree as follows:

Section 1. Recitals: Authority. The Recitals set forth above are true and correct and are incorporated in this Agreement by reference. This Agreement is consistent with the CRA Implementation Plan, Goal O. Code Enforcement - to obtain voluntary compliance of code violations. Additionally, the City Manager has agreed to mitigate much of the code imposed fines upon completion of the Project.

Section 2. Effective Term.

2.1 **Effective Term.** The term of this Agreement shall commence on the date when it has been executed by both parties (the "Effective Date") and the obligation of the CRA to fund the Grant shall terminate on September 30, 2012, unless sooner terminated by either party as set forth herein (the "Funding Termination Date"). In addition to any other rights and remedies of the CRA set forth in this Agreement, if a reimbursement request has not been submitted by Grantee to the CRA by the Funding Termination Date, the Grant shall be forfeited and Grantee hereby waives any rights to such forfeited Grant. Notwithstanding the foregoing, this Agreement shall remain in full force and effect following the Funding Termination Date for such time periods as necessary to give the terms and provisions of this Agreement their full force and effect.

Section 3. Scope of Work. The Grantee agrees to use the Grant solely for the reimbursement of costs and expenses paid by the Grantee for the performance of the Scope of Work subject to and in accordance with this Agreement. Grantee shall cause the Project to be commenced within ninety (90) days after the Effective Date, subject to the receipt of permits and approvals, which Grantee shall promptly apply for, and thereafter prosecuted with due diligence and continuity and will achieve "Final Completion" on or before the Funding Termination Date. "Final Completion" shall be evidenced by the close out by the City's Building Department of all permits for those portions of the Scope of Work for which permits are required as well as and compliance with, or completion of, all other matters set forth in the Scope of Work. The Grantee agrees that the Scope of Work performed under this Agreement shall be performed in accordance with all applicable laws including the City's land use and zoning requirements and the Florida Building Code. The Grantee agrees and represents that the contracts entered into by it for the Project shall require that its contractors, subcontractors, design professionals, engineers and consultants possess the licenses required by applicable laws to cause to be performed the Scope of Work. Upon request, the Grantee shall provide the CRA with copies of all documentation relative to the Project including, but not limited to, plans, permits, contracts and subcontracts. The CRA acknowledges that, as consideration for the work to be performed by Grantee, in addition to the Grant, the City Manager has agreed to fully mitigate all of the code imposed fines and release all liens affecting the Property, upon Final Completion of the project.

Section 4. Disbursement Procedures. The CRA agrees to disburse the Grant to the Grantee on a reimbursement basis following Final Completion. The amount of the Grant shall be up to TWENTY FIVE THOUSAND AND 00/100 Dollars (\$25,000.00) and the amount paid shall be based on the approved reimbursement request. Payment shall be made in accordance with the following procedures:

4.1 **Reimbursement Request.** Following Final Competition and after payment has been made by Grantee for all labor and materials as set forth in the Scope of Work, Grantee shall submit a written reimbursement request to the CRA. The CRA shall have the right to inspect and verify payment for all labor and materials prior to disbursement of the Grant. By submitting a reimbursement request to the CRA, the Grantee shall be deemed to acknowledge and agree, and represent to the CRA, that (a) the Scope of Work is completed and (ii) the Grantee has paid all contractors, consultants, subconsultants, subcontractors, materialmen, vendors and miscellaneous suppliers and received all documents required by Chapter 713, Florida Statutes to waive and release all liens and potential liens.

4.2 **Expenditure Report Required.** As part of the reimbursement request, Grantee shall submit to the CRA, for its review and approval, a detailed expenditure report with all invoices and proof of payment as well as any other information and documentation reasonably requested by the CRA. No request for reimbursement shall be processed without an expenditure report and the CRA reserves the right to withhold all or any portion of the Grant if required and/or requested documentation is not submitted or is in a form and substance not acceptable to the CRA. The payment of the Grant by the CRA shall not be construed that the work or any portion hereof complies with (a) the Scope of Work, the contract documents, and plans and specifications and/or (b) applicable law including the Florida Building Code, it being acknowledged and agreed by the Grantee that it is the Grantee's sole responsibility to ensure the work complies with (a) and (b) above.

4.3 **Disbursement of Grant.** Following the CRA's receipt and approval of the reimbursement request, the CRA shall disburse the Grant to the Grantee in an amount up to TWENTY FIVE THOUSAND AND 00/100 Dollars (\$25,000.00).

Section 5. Relationship of the Parties. The parties agree that this Agreement recognizes the autonomy of and does not imply any affiliation between the contracting parties. It is expressly understood and intended that the Grantee, its agents and employees, are not agents or employees of the CRA, but are

only recipients of funding support, and is not an agent or instrumentality of the CRA or entitled to any employment benefits by the CRA.

Section 6. Assignment. This Agreement and the right to receive the Grant are not transferable or assignable to any third party including new property owners or lessees.

Section 7. Records, Reports, Audits, Monitoring and Review.

7.1 The Grantee shall maintain complete and accurate books, records and accounts of all costs and expenses incurred in connection with the Project. Upon the request of the CRA, all such books and records of the Grantee which relate to the Project shall be available for inspection and audit by the CRA or any of its authorized representatives at all reasonable times during normal business hours. The CRA shall be entitled to make such copies of the books and records as the CRA deems appropriate.

7.2 The Grantee's books and records shall be maintained or caused to be maintained in accordance with generally accepted accounting principles in a consistent manner, together with the pertinent documentation and data to provide reasonable audit trails for a period of five (5) years following Final Completion. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

Section 8. Breach of Agreement; Remedies.

8.1 **Breach.** A breach by the Grantee under this Agreement shall have occurred if: (a) the Grantee fails to complete the Project as set forth in this Agreement; (b) the Grantee ineffectively or improperly uses the Grant allocated under this Agreement; (c) the Grantee does not receive all permits and/or governmental approvals for the Project as required by applicable law; (d) the Grantee refuses to allow the CRA access to records or refuses to allow the CRA to monitor, evaluate and review the Grantee's Project; (e) a transfer or assignment occurs prior to Final Completion, (f) the Grantee discriminates in violation of any Federal, State or local law; (g) the Grantee attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; and/or (h) the Grantee fails to perform or improperly performs any of its obligations set forth in this Agreement.

8.2 **Remedies.** Immediately upon the breach of this Agreement by Grantee as set forth in Section 8.1 above, as its sole and exclusive remedy, the CRA shall be entitled to deny payment of the Grant if not yet paid or recover the Grant from the Grantee if already paid. In addition to the foregoing, the Grantee shall be responsible for all direct and indirect costs associated with such termination including, but not limited to, attorneys' fees and costs at both the trial and appellate levels and also incurred in enforcing this attorneys' fees provision.

8.3 **No Waiver.** No express or implied consent or waiver by the CRA to or of any breach or default by the Grantee in the performance or non-performance by the Grantee of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Grantee of the same or any other obligations of such other Party hereunder. Failure by the CRA to complain of any act or failure to act of the Grantee or to declare the Grantee in default, irrespective of how long such failure continues will not constitute a waiver by the CRA of its rights hereunder. The giving of consent by the CRA in any one instance will not limit or waive the necessity to obtain the CRA's consent in any future instance.

Section 9. Indemnification by Grantee. The Grantee hereby covenants and agrees to indemnify and hold harmless the CRA and the City and their respective board members, elected officials employees, consultants, attorneys and/or agents (collectively the "Related Parties") from and against all liability, losses or damages, including attorneys' fees and costs, at both the trial and appellate levels, which

the CRA and the Related Parties may suffer as a result of claims, demands, suits, causes of actions or proceeding of any kind or nature by third parties against the CRA arising out of, relating to or resulting from bodily injury, death and property damage, and any mechanic's liens arising from Grantee's prosecution of the Project. The Grantee shall pay all claims and losses and shall investigate and defend (with legal counsel acceptable to CRA) all claims, suits or actions of any kind or nature in the name of the CRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees and costs which may issue. The Grantee expressly understands and agrees that any insurance required by this Agreement or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CRA and the Related Parties. Nothing contained in this Agreement shall be construed to affect the CRA's right of sovereign immunity as provided in Chapter 768, Florida Statutes. Additionally, the CRA does not waive sovereign immunity, and no claim or award against the CRA shall include attorney's fees, investigative costs or pre-judgment interest.

Section 10. Notices. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Grantee and the CRA designate the following as the respective places for giving such notice:

CRA: Dr. Alvin B. Jackson, Jr., Executive Director
Hallandale Beach Community Redevelopment Agency
400 South Federal Highway
Hallandale Beach, Florida 33009
Telephone No. (954) 457-1377
Facsimile No. (954) 457-1488

Copy to: Steven W. Zerkowitz, Esq., CRA Attorney
Gray Robinson, P.A.
1221 Brickell Avenue, Suite 1600
Miami, Florida 33131
Telephone No. (305) 416-6880
Facsimile No. (305) 416-6887

Grantee: 801 N Federal, LLC
100 South Biscayne Boulevard, Suite 900
Miami, Florida 33131
Attn: Jerome Hollo
Telephone No.
Facsimile No.

Copies to: _____

Attn: _____
Telephone No.
Facsimile No.

Section 11. Inspections. At any time during normal business hours, the CRA or any of its agents, shall have the right to enter the Property, to examine the same for purpose of ensuring Grantor's compliance with the terms and provisions of this Agreement.

Section 12. Limitation of Liability. The CRA desires to enter into this Agreement only if in so doing the CRA (after finding of the Grant) can place a limit on its liability for any cause of action for money damages arising out of this Agreement, so that its liability never exceeds the sum of \$100.00. Grantee expresses its willingness to enter into this Agreement with recovery from the CRA for any post Grant disbursement action or claim arising from this Agreement to be limited to the sum of \$100.00. Accordingly, and notwithstanding any other term or condition of this Agreement, Grantee agrees that CRA shall not be liable to Grantee for post Grant disbursement damages or for any action or claim arising out of this Agreement in an amount in excess of the sum of \$100.00. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon CRA's liability as set forth in Chapter 768, Florida Statutes. Additionally, the CRA does not waive sovereign immunity, and no claim or award against the CRA shall include attorney's fees, investigative costs or pre-judgment interest.

Section 13. Miscellaneous.

13.1 **Publicity.** During the initial construction upon the Property, Grantee shall permit a sign to be placed upon the Property by the CRA relative to this Agreement.

13.2 **Compliance with Laws.** The Grantee agrees to comply with all applicable federal, state, county and city laws, rules and regulations relative to the Project and including, but not limited to, any Community Development Block Grant requirements such as payment of wages in accordance with the Davis-Bacon Act.

13.3 **Modifications.** Any amendments, variations, modifications, extensions or waivers of provisions of this Agreement including, but not limited to, amount payable and effective term shall only be valid if in writing, duly approved by the CRA Board and signed by both parties.

13.4 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.5 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CRA and the Grantee and supersedes all prior negotiations, representations or agreements, either written or oral.

13.6 **Third Party Beneficiaries.** Neither of the parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

13.7 **Construction.** Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

13.8 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.

13.9 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

13.10 Survival. All terms and provisions of this Agreement shall survive the Funding Termination Date and the termination of this Agreement, as applicable, as necessary in order for the parties to enforce their rights hereunder.

13.11 JURISDICTION; VENUE AND WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY (A) AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE FEDERAL OR STATE COURT SITUATED IN BROWARD DADE COUNTY, FLORIDA; (B) CONSENTS TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING; AND (C) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

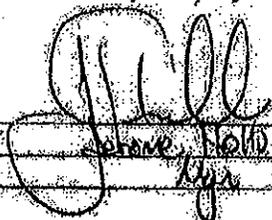
GRANTEE:

801 FEDERAL, LLC
a Florida limited liability company

By: _____

Name: _____

Title: _____



CRA:

HALLANDALE BEACH COMMUNITY
REDEVELOPMENT AGENCY, a public body
corporate and politic

By: _____

Dr. Alvin B. Jackson Jr.
Executive Director

Attest:

By: _____

City Clerk

Approved as to form and legal sufficiency:

By: _____

Gray Robinson, P.A., CRA Attorney

EXHIBIT "A"

Legal Description of the Property

PARCEL 1:

Tract "B" of FEDERAL TRACTS, a subdivision of land in Broward County, Florida, according to the Plat thereof, as recorded in Plat Book 18, Page 10, of the Public Records of Broward County, Florida, LESS, however the East 200 feet of the North 110 feet thereof and less the road right-of-way being more particularly described as follows:

Commence at the Southwest corner of said Tract "B"; thence run Easterly along the South line of said Tract "B", a distance of 291.07 feet to a point of curve and the POINT OF BEGINNING; thence run Easterly and Northerly along said curve which is concave to the Northwest having a radius of 15 feet, through a central angle of $89^{\circ}26'07''$, for an arc distance of 23.41 feet to the end of said curve; thence run North $01^{\circ}37'43''$ West, a distance of 134.87 feet to a point of curve, said curve being concave to the Southwest; thence run Northerly along said curve having a radius of 100 feet and a central angle of $07^{\circ}29'14''$, for an arc distance of 13.07 feet; thence run North $87^{\circ}42'32''$ East, a distance of 12.86 feet; thence run South $01^{\circ}37'43''$ East, along the East line of said Tract "B", a distance of 162.50 feet; thence run Westerly along the South line of said Tract "B", a distance of 26.85 feet to the POINT OF BEGINNING.

PARCEL 2:

All that certain lot, piece of parcel of land, situated, lying and being in the County of Broward, City of Hallandale and State of Florida, more particularly described as follows:

North 110 feet of the East 200 feet of Tract B, FEDERAL TRACTS, according to the Plat thereof, recorded in Plat Book 18, Page 10, of the Public Records of Broward County, Florida, less and except the following described land:

That part of the North 110 feet of the East 200 feet of Tract "B", of FEDERAL TRACTS, according to the Plat thereof, recorded in Plat Book 18, Page 10, of the Public Records of Broward County, Florida in Section 22, Township 51 South, Range 42 East, said part being more particularly described as follows:

Commence at the Northwest corner of said Tract "B"; thence run Easterly along the North line of said Tract "B", a distance of 236.26 feet to a point of curve, having a tangent bearing of North $87^{\circ}42'32''$ East through said point, and the POINT OF BEGINNING; thence run Easterly and Southerly along said curve, which is concave to the Southwest, having a radius of 15 feet, through a central angle of $90^{\circ}39'45''$, an arc distance of 23.74 feet to the end of said curve; thence run South $01^{\circ}37'43''$ East, a distance of 50 feet to a point of curve, said curve being concave to the Northeast; thence run Southerly along said curve having a radius of 100 feet through a central angle of $16^{\circ}45'51''$, an arc distance of 29.26 feet to a point of reverse curvature; thence run Southerly along said reverse curve having a radius of 100 feet and a central angle of $9^{\circ}16'37''$ seconds an arc distance of 16.19 feet; thence run North $87^{\circ}42'32''$ East a distance of 12.86 feet; thence run North $01^{\circ}37'43''$ West, along the East line of said Tract "B", a distance of 110 feet; thence run Westerly along the North line of said Tract "B" a distance of 35.72 feet to the POINT OF BEGINNING.

EXHIBIT "B"

Scope of Work

1. Demolition of all buildings and improvement on the Property down to the slabs.
2. Demolition and removal of 20 feet of asphalt paving along the north and east sides of the Property, per the sketch attached.
3. Removal of road rock, placement of planting soil and installation of sod in 20 foot wide areas on the Property.
4. Bus pullout bay already exists along North Federal Highway at the corner with NE 9th Street (Atlantic Boulevard).
5. Provide easement for a bus shelter (6 x 18) at bus pull-out, which easement will be provided per separate agreement, containing mutually acceptable terms and conditions.
6. Placement of a "Real Estate for Sale" sign at the center of the Property in the form of a "Y" may be done with a maximum size of the face of the sign at 25 square feet facing each direction. The City Manager may increase the size of the sign by up to 20% administratively, thus each face could be a maximum of 30 square feet.
7. Install the bollards and cable as shown on the demolition plan.
8. Maintenance of the landscaping including the mowing of the sod.

