

This instrument was prepared by
and after recording return to:

Steven W. Zelkowitz, Esq.
Spiritus Law LLC
2525 Ponce De Leon Boulevard, Suite 1080
Coral Gables, FL 33134

Parcel Identification No: 06-2229-031-0110
06-2229-031-0120
06-2229-031-0130
06-2229-031-0140

MEMORANDUM OF GRANT AGREEMENT

THIS MEMORANDUM OF GRANT AGREEMENT (the “Memorandum”) is made and entered into as of January 22, 2021, by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the “CRA”) having an address at 12330 N.E. 8th Avenue, North Miami, Florida 33161 and **125ST DEVELOPMENT NM LLC**, a Florida limited liability company (“Grantee”) having an address at 5901 N.W. 151 Street, Ste. 126, Miami Lakes, Florida 33014.

RECITALS

1. CRA and Grantee have entered into that certain Grant Agreement of even date herewith (the “Grant Agreement”) pursuant to which the CRA will provide a Rehabilitation Grant to the Grantee for the purpose of, among other things, exterior windows, awnings, new flooring installation, and parking lot re-pavement, which real property is owned by Grantee and is more particularly described on Exhibit “A” attached hereto with an address of 1150 – 1170 N.E. 125 Street, North Miami, Florida 33161.

2. CRA and Grantee desire to place all persons upon notice of existence of the Grant Agreement.

NOW, THEREFORE, for in consideration of the sum of Ten and No/Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by CRA and Grantee, the parties agree as follows:

1. Recitals. The above stated recitals are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Grant Agreement.

2. Purpose. This Memorandum is filed of record in Official Records of Miami-Dade County, Florida to give constructive notice to all parties of the existence of the Grant Agreement which Grant Agreement contains certain reimbursement and repayment obligations of the Grantee in certain circumstances.

3. **Termination.** This Memorandum shall remain in effect until the recording of a written instrument terminating or releasing this Memorandum executed by the CRA. Upon any termination of this Memorandum, no person shall be charged with any notice of the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Memorandum to be duly executed as of the date and year first above written.

GRANTEE:

125ST DEVELOPMENT NM LLC,
a Florida limited liability company

By: 
344D201A495E418...
Jessica Waserstein
Manager

CRA:

NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY,
a public body corporate and politic

By: 
ACDC2464E0F4447...
Rasha Cameau
Executive Director

Attest:

By: 
BB47A3B4B262492...
Vanessa Joseph, Esq.
CRA Secretary

Approved as to form and legal sufficiency:

By: 
3D7BD6A9E1274DE...
Spiritus Law LLC
CRA Attorney

STATE OF FLORIDA)
SS:
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me by means of (check one) [] physical presence or [] online notarization this ____ day of January, 2021, by Jessica Waserstein, as Manager of 125ST Development NM LLC, a Florida limited liability company, on behalf of the company, who (check one) [] is personally known to me or [] has produced a _____ as identification.

My Commission Expires:

Notary Public
Print Name:

STATE OF FLORIDA)
SS:
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me by means of (check one) [] physical presence or [] online notarization this ____ day of January, 2021, by Rasha Cameau, as Executive Director of the North Miami Community Redevelopment Agency, who (check one) [] is personally known to me or [] has produced a Florida driver's license as identification.

My Commission Expires:

Notary Public
Print Name:

EXHIBIT “A”

Legal Description of Property

Lot 1, 2, 3, and 4, Block 2, of PALOMAR SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 7, Page 158, of the Public Records of MIAMI-DADE County, Florida.