

This Instrument 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 Number: 06-2230-007-0480

## MEMORANDUM OF GRANT AGREEMENT

**THIS MEMORANDUM OF GRANT AGREEMENT** (the "Memorandum") is made and entered into as of July 13, 2021, by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "CRA") having an address at 735 N.E. 125 Street, Suite 100, North Miami, Florida 33161, and **SCHNELLER PROPERTIES INC.**, a Florida corporation (the "Grantee"), having an address at 526 N.E. 97th Street, Miami Shores, Florida 33138.

### R E C I T A L S

1. CRA and Grantee have entered into that certain Grant Agreement of even date herewith (the "Grant Agreement") pursuant to which the CRA provided an Infrastructure Grant to the Grantee for the purpose of, among other things, providing financial assistance for infrastructure improvements while also reducing the incidence of slum and/or blighted conditions in the CRA Redevelopment Area at the real property as more particularly described on Exhibit "A" attached hereto with the address of 12570 and 12580 N.E. 7<sup>th</sup> Avenue, 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 including, but not limited to, the repayment of the Grant in full to the HBCRA if the Grantee, sells, transfers, conveys, or otherwise alienates the Property, in whole or in part, during the term of the Grant Agreement or during the five (5) year period following completion of the Project.

3. Termination. This Memorandum shall remain in effect until the recording of a written instrument terminating or releasing this Memorandum executed by the CRA. Provided that the Grantee has not breached and failed to cure such breach, is currently in breach or there are circumstances then existing that with the giving of notice and passage of time would constitute a breach of the Grant Agreement as set forth therein, the CRA shall execute and record a written instrument terminating and releasing this Memorandum on the date that is five (5) years following completion of the Project. Upon any termination of this Memorandum, no person shall be charged with any notice of the provisions hereof.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

**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:**

SCHNELLER PROPERTIES INC.,  
a Florida corporation

By: \_\_\_\_\_  
Allison Ludicke  
President

**CRA:**

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

By: \_\_\_\_\_  
Rasha Cameau  
Executive Director

Attest:

By: \_\_\_\_\_  
Vanessa Joseph, Esq.  
CRA Secretary

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
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 July, 2021, by Allison Ludicke, as President of Schneller Properties Inc., a Florida corporation, on behalf of the Company who (check one) [ ] is personally known to me or [ ] has produced a valid \_\_\_\_\_ as identification.

Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No. : \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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 July, 2021, by Rasha Cameau, as Executive Director of the North Miami Community Redevelopment Agency, on behalf of the Agency who (check one) [ ] is personally known to me or [ ] has produced a valid \_\_\_\_\_ as identification.

Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No. : \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**Legal Description of the Property**

Lots 1, 2, 3 and 4, Block 5, IRONS MANOR, according to the plat thereof as recorded in Plat Book 10, Page(s) 71, Public Records of Miami-Dade County, Florida; Less the East five (5') feet of said Lot 1 and that part of Lots 1 and 2 in said Block 5, which lie external to an arc of a circle having a radius of twenty five (25') feet and tangent to which is the North line of said Lot 2, and a line five (5') feet West of and parallel to the East line of said Lot 1.