This Instrument Prepared by
and After Recording Return to:

Steven W. Zelkowitz, Esq.
Taylor English Duma LLP
2 S. Biscayne Boulevard, Suite 2050
Miami, FL 33131

Parcel Identification Number:
06-2229-049-1280

# MEMORANDUM OF GRANT AGREEMENT

**THIS MEMORANDUM OF GRANT AGREEMENT** (the "Memorandum") is made and entered into as of November 26, 2024, by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY,** a public body corporate and politic (the "NMCRA") having an address at 735 N.E. 125 Street, Suite 100, North Miami, Florida 33161, and **UNIVERSAL MEDICAL CENTRE PA**, a Florida corporation (the "Grantee"), having an address at 13377 West Dixie Highway, North Miami, Florida 33161.

## RECITALS

1. CRA and Grantee have entered into that certain Rehabilitation Grant Agreement of even date herewith (the "Grant Agreement") pursuant to which the NMCRA provided a Rehabilitation Grant to the Grantee for the purpose of, among other things, providing financial assistance for improvements while also reducing the incidence of slum and/or blighted conditions in the NMCRA Redevelopment Area at the real property as more particularly described on Exhibit "A" attached hereto with the address of 13377 West Dixie Highway, North Miami, Florida 33161.

2. NMCRA 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 NMCRA 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 NMCRA 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 NMCRA. 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 NMCRA 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 Memorandum of Grant Agreement to be executed by their respective and duly authorized officers the day and year first above written.

**GRANTEE:**

UNIVERSAL MEDICAL CENTRE PA,
a Florida corporation

By:_____
Dr. Smith Joseph
President

**NMCRA:**

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

By:_____
Anna-Bo Emmanuel, Esq.
Executive Director

Attest:

By:_____
Vanessa Joseph, Esq.
NMCRA Secretary

Approved as to form and legal sufficiency:

By:_____
Taylor English Duma LLP
NMCRA 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 _____, 202__, by Dr. Smith Joseph, as the President of UNIVERSAL MEDICAL CENTRE PA, a Florida corporation, on behalf of the corporation, who (check one) [ ] is personally known to me or [ ] has produced a _____ _____ as identification.

_____
Notary Public
My Commission Expires: 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 _____, 202__, by Anna-Bo Emmanuel, 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.

_____
Notary Public
My Commission Expires: Print Name:_____

## EXHIBIT "A"

### Legal Description of the Property

Lot 8, in Block 31, of IRONS MANOR SECOND ADDITION, according to the Plat thereof, as recorded in Plat Book 17, Page 39, of the Public Records of Miami-Dade County, Florida.