POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY

Meeting Date: January 16, 2018 Agenda Item 8

REQUESTED CRA BOARD ACTION:

X Resolution(s) ____ Consideration X Approval ____ Other

SHORT TITLE OR MOTION: A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A SUBLEASE AGREEMENT BETWEEN THE CRA AND MN ENTERPRISES INC D/B/A LANDMARK PHOTOS AND PRINTS, RELATING TO PROPERTY LOCATED AT 731 DR. MARTIN LUTHER KING JR. BOULEVARD, UNIT E, POMPANO BEACH, FLORIDA, AFTER NOTICE PURSUANT TO SECTION 163.380(3)(a), FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary of Purpose and Why:

The redevelopment cycle has ebbs and flows and sometimes transactions with the best intentions do not work out. However this should not deter the CRA from engaging with businesses that will bring vibrant pedestrian activity to the emerging Downtown Pompano Beach. When Norman Edwards, a current tenant at the 731 MLK Blvd. property, heard that there was an opportunity to expand his business in the building he was intrigued. Mr. Edwards was one of the first tenants to sign a sublease with the CRA for this building and has been a tenant in good standing through the years. Mr. Edwards and a partner would like to rent Unit E and operate a photo and printing business. This is a wonderful progression for this existing tenant ready to expand his business. CRA staff is recommending approval of the Sublease Agreement for Unit E to bring another community owned business to the MLK corridor in Downtown Pompano Beach.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Staff
(2) Primary staff contact: Adriane Esteban Ext. 7841
(3) Expiration of contract, if applicable: 5-year term
(4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER

X CRA Executive Director
X CRA Attorney — Claudia M. McKenna
X Finance Director — A. Leon-Pena

ACTION PREVIOUSLY TAKEN BY CRA BOARD:

Resolution	Consideration	Other:
Results:	Results:	Results:

CRA
POMPANO BEACH

P. O. Drawer 1300
Pompano Beach, FL 33060

Phone: (954) 786-5535
Fax: (954) 786-7836

MEMORANDUM

Date: **January 16, 2018**

To: **Pompano Beach CRA Board**

Via: **Kim Briesemeister, Co-Executive Director**

From: **Adriane Esteban, Project Manager**

Subject: **731 MLK Blvd. Unit E Sublease Agreement- Landmark Photos and Prints**

I. Item

Approval of a Sublease Agreement between the Pompano Beach Community Redevelopment Agency and MN Enterprises Inc d/b/a Landmark Photos and Prints, for Unit E in the commercial building located at 731 Dr. Martin Luther King, Jr. Blvd.

II. Recommendation

CRA staff recommends approval of the Resolution.

III. Background

The CRA completed construction of the commercial building located at 731 Dr. Martin Luther King, Jr. (MLK) Blvd. in March 2015. The project consisted of constructing a 4,140 SF new commercial building, 41 parking spaces, landscape, hardscape and tenant improvements including providing restaurant equipment on the unified property. The Grand Opening was celebrated in May 2015, and tenants began operations soon thereafter.

Since that time, minority owned businesses have been able to launch and nourish their careers in the building while serving the Northwest community. Recently, Unit E became available for a new tenancy. One of the existing tenants, Mr. Norman Edwards, immediately expressed his interest in this unit. Mr. Edwards was one of the first tenants to sign up to become a tenant at 731 MLK and has been in good standing. His homegrown business wants to expand from a photography studio to also providing photo and print services. This is a sound progression for Mr. Edwards along with his partner, who together form the entity MN Enterprises Inc d/b/a Landmark Photos and Prints. It is also a great chance for this resident owned business to expand operations. The approval of this Unit E Sublease Agreement, the form of which is the same as other sublease agreements for the building, will accomplish a few objectives: 1) fill a vacancy and 2) allow existing community owned business to generate economic activity on MLK Boulevard in Downtown Pompano.

RESOLUTION NO. 2018-_____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A SUBLEASE AGREEMENT BETWEEN THE CRA AND MN ENTERPRISES INC D/B/A LANDMARK PHOTOS AND PRINTS, RELATING TO PROPERTY LOCATED AT 731 DR. MARTIN LUTHER KING JR. BOULEVARD, UNIT E, POMPANO BEACH, FLORIDA, AFTER NOTICE PURSUANT TO SECTION 163.380(3)(a), FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Pompano Beach Community Redevelopment Agency (CRA) intends to dispose of property located at 731 Dr. Martin Luther King Jr. Boulevard, Unit E, in the Northwest community redevelopment area in the form of a sublease agreement; and

WHEREAS, the CRA is required by Section 163.380(3)(a), Florida Statutes, to give thirty (30) days public notice of its intention to dispose of CRA property and to invite proposals and make pertinent information available to all persons who may have an interest in subleasing the subject property; and

WHEREAS, the CRA provided such public notice and will consider all proposals received in connection with such notice, if any.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Sublease Agreement between the Pompano Beach Community Redevelopment Agency and MN Enterprises Inc d/b/a Landmark Photos and Prints, relating to the property located at 731 Dr. Martin Luther King Jr. Boulevard, Unit E, Pompano Beach, Florida (the Agreement), copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, are hereby approved.

SECTION 2. The proper officials are hereby authorized to execute the Agreement, together with such other documents as may be required to effectuate the Agreement, upon expiration of the

thirty (30) day notice period required by Section 163.380(3)(a), Florida Statutes, and due consideration of all proposals in response to such notice, if any.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2018.

_____
LAMAR FISHER, CHAIRPERSON

ATTEST:

_____
CATHY TRENKLE, SECRETARY

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT made and entered into this ____ day of _____, 2018, by and between:

> **POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY,** a public body corporate and politic, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 ("CRA")
>
> and
>
> **MN ENTERPRISES INC,** a Florida profit corporation, **D/B/A LANDMARK PHOTOS AND PRINTS,** whose address is 731 Dr. Martin Luther King Jr. Boulevard, Suite D, Pompano Beach, Florida 33060 ("Sublessee.")

W I T N E S S E T H:

WHEREAS, the CRA has leased a commercial site located at 731 Dr. Martin Luther King Jr. Boulevard, Pompano Beach, Florida pursuant to a Lease Agreement with the City of Pompano Beach ("City"), dated March 16, 2012; and

WHEREAS, Sublessee desires to sublease a portion of the space leased by the CRA from the City; and

WHEREAS, the parties desire to enter into this Sublease Agreement (the "Sublease") defining the rights, duties, and liabilities of the parties.

THEREFORE, in consideration of the rents, covenants and mutual agreements hereinafter contained, the parties covenant and agree as follows:

1. PREMISES.

1.1 CRA has leased from the City, a tract of land located at 731 Dr. Martin Luther King Jr. Boulevard, in Broward County, Florida, more particularly described in Exhibit

"A," attached to this Sublease and made a part hereof (the "Property"). The improvements to the Property included a building consisting of between five (5) and seven (7) units of commercial spaces and a common area with restrooms; site improvements including a public parking lot, an outdoor patio for the exclusive use as outdoor dining space for the restaurant located in Unit "F," and landscape (collectively, the "Improvements").

1.2 CRA shall sublease to Sublessee Unit "E," as more fully described in Exhibit "B," which is attached hereto and made a part of this Sublease (the "Premises").

2. PURPOSE.

2.1 The Premises shall be used by Sublessee in the conduct of its business as a photo and printing company.

2.2 Sublessee shall not use the Premises for any illegal, immoral or ultra-hazardous activity, whether within or outside the scope of the business of Sublessee. Sublessee shall comply with all applicable rules, regulations, resolutions and ordinances of the City, County, State and Federal governments having jurisdiction over the Premises.

3. TERM.

The Effective Date of this Sublease shall be the date this Agreement is signed by the last of the CRA or Sublessee. The term of this Sublease shall be for an initial period of five (5) years, commencing on the Effective Date of this Sublease, and terminating five (5) years from that date, unless earlier terminated by breach of the terms and conditions of this Sublease.

4. RENTAL AND SECURITY DEPOSIT.

4.1 Beginning on the Rental Commencement Date (as defined below) of this Sublease, the monthly rental amounts shall be as follows:

Year One: $750.00 per month, plus any applicable sales tax.

Year Two: $775.00 per month, plus any applicable sales tax.

Year Three: $800 per month, plus any applicable sales tax.

Year Four: $825 per month, plus any applicable sales tax.

Year Five: $850 per month, plus any applicable sales tax.

4.2 The "Rental Commencement Date" of this Sublease shall be on the first day of the month after three (3) months from the Effective Date. For example, if the Effective Date is January 18, 2018, then the Rental Commencement Date will be May 1, 2018.

4.3 The monthly rental installments shall be payable in advance of the first day of each and every calendar month thereafter during the term of this Sublease. If any payment is not made within fifteen (15) days after the payment is due and owing, Sublessee shall pay a five percent penalty. Failure to make timely rental payments within thirty (30) days after the due date will result in penalties described in Paragraph 20, Default by Sublessee.

4.4 A security deposit in an amount equal to one month's rent shall be due and owing on the Rental Commencement Date along with the first and last months' rent (the "Security Deposit"). In the event that Sublessee defaults on any of the terms, provisions and conditions of this Sublease, CRA may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any rent or any other sum as to which the Sublessee is in default. In the event that Sublessee fully and faithfully complies with all terms, provisions, covenants and conditions of this Sublease, the Security Deposit shall be returned to Sublessee within thirty days after the termination of this Sublease and delivery of the entire possession of the Premises to the CRA.

4.5 In addition to the monthly rent and security deposit described above, there will also be additional monthly fees for garbage and dumpster maintenance.

5. OBLIGATIONS OF CRA AND SUBLESSEE FOR IMPROVEMENTS TO PREMISES.

5.1 CRA has made certain interior improvements to the Premises as described in Exhibit "C." CRA is providing the Premises in an as-is condition. All furniture and fixtures, including, but not limited to tables, chairs and point of sales system may be used by Sublessee.

5.2 Sublessee shall complete the interior improvements of the Premises by providing all tenant furniture, fixtures, removable wall coverings (including drapery, blinds, artwork), signs and other finishing elements as described in Exhibit "D." The improvements required to be made and all necessary inspections and licensing by Sublessee must be completed within three (3) months of the Effective Date of this Sublease. Failure of Sublessee to complete the improvements and procure all inspections and licenses provided for herein within three (3) months shall be a material breach of this Sublease, entitling CRA to all remedies occasioned by default.

5.3 Sublessee's construction and improvements to the Premises shall be accomplished in accordance with the applicable rules, regulations, resolutions and ordinances of the City, County, state and federal governments. Sublessee shall be responsible for obtaining all necessary permits and approvals which may be required, and shall pay all charges for such permits and approvals, whether such charges are payable prior to or subsequent to the issuance of any permits or approvals for improvements made by Sublessee to the Premises.

6. ADVERTISEMENTS.

All signs or symbols placed in the windows or doors of the Premises, or on any exterior part of the building by Sublessee, shall be subject to the approval of the CRA and comply with the City of Pompano Beach Code of Ordinances ("City Code") and shall comply with all design parameters established in the "Signage Criteria" attached to this Sublease as Exhibit "E." If Sublessee places signs or symbols on the exterior of the building or in the windows or doors where they are visible from the street in a manner not satisfactory to the CRA, the CRA may

immediately demand the removal of the signs or symbols. The refusal by Sublessee to comply with any demand within a period of ten (10) days will constitute a breach of this Sublease and entitle the CRA immediately to recover possession of the Premises in the manner provided by law. Any signs so placed on the Premises shall be placed with the understanding and agreement that Sublessee shall remove such signs or symbols at the termination of this Sublease and repair any damage or injury to the Premises caused thereby. If not so removed by Sublessee, then the CRA may have the signs or symbols removed at the expense of Sublessee.

7. **ALTERATIONS, ADDITIONS, OR IMPROVEMENTS.**

7.1 Sublessee shall not make any alterations, additions, or improvements on or to the Premises except those described in Exhibit "D," without first obtaining the written consent of the CRA. All alterations, additions, and improvements made pursuant to Exhibit "D" shall be at the sole expense of Sublessee and shall become the property of the CRA and shall remain on and be surrendered with the Premises at the termination of this Sublease without disturbance, molestation, or injury.

7.2 Any alterations, addition, or improvements made by Sublessee must comply with all applicable laws of the City, County, and State of Florida.

7.3 Nothing contained in this section shall prevent Sublessee from removing all machines, equipment, and or trade fixtures customarily used in the business of Sublessee except for those items referenced under Paragraph 25.

8. LIENS.

8.1 Sublessee shall keep the Premises free and clear of all liens arising out of any work performed, materials furnished, or obligations incurred by Sublessee.

8.2 It is expressly agreed that this Sublease is intended as and shall constitute a security agreement within the meaning of the Uniform Commercial Code. The CRA shall have

a lien upon and security interest in Sublessee's property now or hereafter located on the Premises, under Florida's Uniform Commercial Code to secure the payment to the CRA of the various amounts provided in this Sublease.

9. SERVICES AND UTLITIES.

The CRA shall provide stubs for the water and sewer services and grease trap(s) (if applicable) to Sublessee at the CRA's expense. All other utilities, including electricity, gas, security, garbage, grease trap cleaning, and communication services (telephone, internet, cable, etc.), shall be obtained by and at the expense of Sublessee. If Sublessee fails to properly service the grease trap, the CRA shall back charge the Sublessee for any cleaning service procured by the CRA. Sublessee shall also obtain and pay the expenses of all janitorial services required for the Premises. The CRA shall pay all the expenses of janitorial services for the common areas, both interior and exterior.

10. INSURANCE AND TAXES.

10.1 The CRA shall pay for property insurance and general liability covering the building but not the Premises and shall pay all ad valorem taxes levied on the Property.

10.2 Sublessee shall carry insurance for the Premises in the types and amounts described in Exhibit "F" and shall pay any non-ad valorem taxes levied on the Premises.

10.3 Sublessee shall not permit any item or action on the Premises which shall increase the rate of the CRA's insurance.

10.4 If Sublessee provides alcoholic beverages for sale, then insurance will be required as described in Exhibit "F."

10.5 If Sublessee provides food delivery service, then insurance will be required as described in Exhibit "F."

11. INDEMNIFICATION.

Sublessee shall indemnify and hold harmless the CRA and the City of Pompano Beach (the City), their Board members, officers, employees and representatives, from and against all claims and demands of third persons, including, but not limited to, the execution of this Sublease, claims and demands for death or personal injuries or for property damages arising out of the use or occupancy of the Premises by Sublessee or with its consent or out of any acts or omissions of others upon the Premises with the consent of Sublessee, or arising or resulting from any breach or default by Sublessee or any of the obligations or duties assumed by or imposed upon it under this Sublease. Sublessee shall pay all costs incurred and reasonable attorneys' fees incurred by the CRA or the City in the event of a necessity to defend any claim, lawsuit or cause of action whatever against the CRA or the City arising out of the Sublessee's activities on the Premises or the execution of this Sublease, be the same with or without merit. It is further understood that the above indemnification agreement extends to the acts of invitees, licensees and trespassers upon the Premises leased.

12. DAMAGE OR DESTRUCTION.

If the Premises shall be destroyed or damaged by any acts of war, the elements, including earthquake or fire, to such extent as to render the Premises untenantable in whole or in substantial part, the CRA has the option of rebuilding or repairing the Premises by giving notice to that effect to Sublessee within fifteen (15) days after the occurrence of any damage of the intent of CRA to rebuild or repair the Premises or the part so damaged. If the CRA elects to rebuild or repair the Premises and does so without unnecessary delay, Sublessee shall be bound by this Sublease, except that during the period of repair the rent for the Premises shall be abated in the same proportion that the part of the Premises rendered unfit for occupancy by Sublessee shall bear to the whole of the subleased premises. If the CRA fails to give notice of intent to repair, Sublessee shall have the right to declare this Sublease terminated.

13. REPAIRS.

Sublessee shall maintain the Premises in good repair and tenantable condition for the duration of this Sublease. Sublessee shall be responsible for any and all service, maintenance and repairs for all utilities and fixtures within the Premises.

14. ACCESS TO PREMISES.

Sublessee shall allow the CRA or City or the agents or employees of either the free access to the Premises at all reasonable times for the purpose of inspecting or of making repairs, additions, or alterations to the Premises or any property owned by or under the control of either party.

15. EASEMENTS.

Sublessee shall not acquire any right or easement to the use of any door or passageway in any portion of the building in which the Premises is located, except the easement of necessity for ingress and egress, if any, in the doors and passageway directly connecting with the Premises. The CRA shall have the right, however, to close or obstruct any door or passageway into or from or connecting with the Premises and to interfere with the use thereof, whenever the CRA deems it reasonably necessary to effect alterations or repairs thereto or in and about any premises adjoining such doors or passageways so long as the CRA provides Sublessee with reasonable access to the Premises. The CRA reserves the right to use, install maintain and repair pipes, ducts and conduits within the walls, columns and ceilings of the Premises.

16. SALES, ASSIGNMENTS AND SUBLEASES.

16.1 Sublessee shall not assign this Sublease, or sell or sublet the premises subleased, or any part thereof or interest therein, without the prior, express, and written consent of the CRA.

16.2 This Sublease shall not be assigned by operation of law.

16.3 If consent is once given by the CRA to the assignment of this Sublease or any interest in this Sublease, the CRA shall not be barred from subsequently refusing to consent to any further assignment or sublease.

16.4 Any attempt to sell, assign, or sublet without the consent of the CRA, shall be deemed a default by Sublessee, entitling the CRA to reenter pursuant to Paragraph 20 if the CRA so elects.

17. QUIET ENJOYMENT.

If Sublessee performs the terms of this Sublease, the CRA will warrant and defend Sublessee in the enjoyment and peaceful possession of the Premises during the term of this Sublease without any interruption by the CRA or City or either of them or any person rightfully claiming under either of them.

18. CONDEMNATION.

18.1 If the Premises or any part of the Premises are appropriated or taken for any public use by virtue of eminent domain or condemnation proceedings, or if by reason of law, ordinance, or by court decree, whether by consent or otherwise, the use of the Premises by Sublessee for any of the specific purposes referred to in this Sublease shall be prohibited, Sublessee shall have the right to terminate this Sublease on written notice to the CRA, and rental shall be paid only to the time when Sublessee surrenders possession of the Premises.

18.2 In the event of partial appropriation, Sublessee may elect to continue in possession of that part of the Premises not so appropriated under the same terms and conditions of this Sublease, except that in such cases Sublessee shall be entitled to an equitable reduction of the rental payment under this Sublease.

18.3 Any rental paid in advance beyond the time that the Premises have been taken from Sublessee shall be returned by the CRA to Sublessee on demand.

18.4 Sublessee does not waive any right to recover from the condemnation authority for any damage that may be suffered by Sublessee by reason of any condemnation.

19. OPTION TO RENEW.

At any time before the commencement of the last calendar month of the last term of this Sublease, Sublessee shall have the option to renew this Sublease for an additional five (5) year period under the same terms and conditions of this Sublease except that beginning with the rental payment due in the first year of the Renewal Term, the annual Rent for the Premises will increase annually by three percent (3%) of the base rental amount for the prior year and the Rent will increase by three percent (3%) each year of the Renewal Term.

20. DEFAULT.

20.1 Sublessee shall be considered in default of this Sublease if any one of the following events shall occur:

20.1.1 If Sublessee shall voluntarily abandon, desert or vacate the Premises; or

20.1.2. If any lien is filed against the Premises because of any act or omission of Sublessee and is not removed or secured by bond or otherwise, within thirty (30) days after Sublessee has received notice thereof; or

20.1.3 If Sublessee fails duly and punctually to pay the rental amount or make any other payment required hereunder when due to the CRA and shall continue in its failure to pay rentals or make any other payment required under this Sublease for a period of thirty (30) days after the due date of such payment; or

20.1.4 If Sublessee fails to complete the Improvements with three (3) months of the Effective Date of this Sublease; or

20.1.5 If Sublessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Sublease on its part to be kept, performed or observed within thirty (30) days after receipt of notice of non-compliance from the CRA except where fulfillment of its obligation requires activity over a period of time and Sublessee shall have commenced to perform whatever may be required for fulfillment within fifteen (15) days after receipt of notice and continues such performance without interruption.

20.2 If any rents reserved, or any part thereof, shall be and remain unpaid when they shall become due, or if Sublessee violates or defaults in any of the provisions of this Sublease, then the CRA may cancel this Sublease by giving the required notice, and reenter the Premises.

20.3 In spite of any reentry, the liability of Sublessee for the rent shall not be extinguished for the balance of the term of this Sublease, and Sublessee shall make good to the CRA any deficiency arising from a reentry and reletting of the Premises at a reduced rental.

20.4 Sublessee shall pay any deficiency on the first day of each month immediately following the month in which the amount of deficiency is ascertained by the CRA.

20.5 No receipt of money by the CRA from Sublessee after the termination of this Sublease or after commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the term of this Sublease or affect any such demand or suit.

21. INSOLVENCY OR BANKRUPTCY.

If Sublessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for the business of Sublessee, then the CRA may terminate this Sublease at the option of the CRA.

22. HAZARDOUS SUBSTANCES.

Sublessee shall not cause, allow or permit to occur any violation of any federal, state or local law, ordinance, or regulations now or hereafter enacted, related to environmental conditions, hazardous substances, toxic wastes, and solid waste disposal on, under or about the Premises, or arising from Sublessee's use or occupancy of the Premises.

23. WAIVER OF BREACH.

The waiving of any of the provisions of this Sublease by any party shall be limited to the particular instance involved and shall not be deemed to waive any other rights of the same or any other terms of this Sublease Agreement.

24. TERMINATION AND SURRENDER.

24.1 If a new lease with Lessee is not secured:

24.1.1 Sublessee shall surrender the Premises on the last day of the term of this Sublease.

24.1.2 The CRA shall have the right to place and maintain on the Premises "For Rent" or "For Sale" signs during the last thirty (30) days of the term of this Sublease or upon termination of the Sublease by either party.

24.1.3 Sublessee shall, at the expiration of this Sublease or upon early termination of the Sublease by either party, surrender the keys to the Premises to the CRA.

24.2 If Sublessee shall surrender the Premises at the election of Sublessee, the liability for all duties and obligations required of Sublessee shall continue until the surrender has been accepted by the CRA in writing.

25. REMOVAL OF PERSONAL PROPERTY.

25.1 Sublessee shall have the right to remove all personal property from the Premises.

25.2 All trade fixtures and equipment bolted or screwed to walls (including hood vents and ansul system) which are attached to the Premises shall become the property of the CRA.

25.3 All holes or damages to the building or the Premises caused by removal of any items shall be restored or repaired by Sublessee promptly. If Sublessee does not repair damages to the Premises with thirty (30) days to satisfaction of the CRA, then the CRA shall subtract the cost of repairs from the Security Deposit.

25.4 Sublessee shall be entitled to remove any electrical service connections installed by Sublessee that were designed specifically for Sublessee.

25.5 If the CRA or City reenters or retakes possession of the Premises prior to the normal expiration of this Sublease, the CRA or City shall have the right, but not the obligation, to remove from the Premises all personal property located therein belonging to Sublessee and either party may place the property in storage in a public warehouse at the expense and risk of Sublessee.

26. INTEREST OF SUCCESSORS.

The covenants and agreements of this Sublease shall be binding on the successors and assigns of the CRA and on the successors and assigns of Sublessee but only to the extent specified in this Sublease.

27. RADON GAS.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

28. FORCE MAJEURE.

The CRA and Sublessee (except as to rent payments) shall be excused for the period of any delay in the performance of any obligations hereunder, when prevented from performing such obligations by cause or causes beyond such party's control which shall include, without limitation, all labor disputes, inability to obtain materials or services, civil commotion, or acts of God.

29. NOTICES.

Except where otherwise required by statute, all notices given pursuant to the provisions of this Sublease may be sent by certified mail, postage prepaid, to the last known mailing address of the party for whom the notice is intended.

30. COSTS OF LITIGATION.

If any legal action is instituted to enforce this Sublease, or any part of this Sublease, the prevailing party shall be entitled to recover reasonable attorney fees and court costs from the other party.

31. VENUE.

At the option of either party, venue of any action may be established in Broward County, Florida. Personal service either within or without the State of Florida shall be sufficient to give that court jurisdiction.

32. GOVERNING LAW.

This Sublease shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

33. PARAGRAPH HEADINGS.

The titles to the paragraphs of this Sublease are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Sublease.

34. COUNTERPARTS.

This Sublease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

35. COMPLIANCE WITH ORIGINAL LEASE AND LAWS.

35.1 Sublessee shall not cause or allow any undue waste on the Premises and shall comply with all applicable laws and ordinances respecting the use and occupancy of the Premises relating to matters not covered elsewhere in this Sublease.

35.2 Sublessee shall perform and observe the terms and conditions to be performed on the part of the CRA under the provisions of the original Lease Agreement between the CRA and City, a copy of which is attached to this Sublease as Exhibit "G," excepting the covenant for the payment of rent reserved thereby.

35.3 Sublessee, in exercising any of the rights or privileges granted to it by this Sublease, shall not discriminate against any person or persons in any manner on the grounds of race, color, national origin or any other protected criteria.

36. ENTIRE AGREEMENT

This Sublease consists of the following: Paragraphs 1 through 36 inclusive, and Exhibits "A," "B," "C," "D," "E," "F" and "G" and constitutes the entire agreement of the parties on the

subject matter of this Sublease and may not be changed, modified, discharged or extended except by written instrument duly executed by the CRA and Sublessee. Sublessee agrees that no representations or warranties shall be binding upon the CRA unless expressed in writing in this Sublease.

IN WITNESS WHEREOF, the parties to this Sublease Agreement have caused it to be executed at on the date indicated below.

"CRA":

Signed, Sealed and Witnessed
In the Presence of:

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

_____

By:_____
Lamar Fisher, Chairman

Print Name:_____

_____

ATTEST:

Print Name:_____

_____
Cathy Trenkle, Secretary

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company

_____

Print Name:_____

By: _____

Print Name:_____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. He/She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

"SUBLESSEE":

Witnesses:

MN ENTERPRISES INC, a Florida profit corporation, D/B/A LANDMARK PHOTOS AND PRINTS

Adri Est

Print Name: Adriane Esteban

By: _____

Print Name: Norman W Edwards

Marsha Carmichael

Print Name: Marsha Carmichael

Title: V.P.

Adri Est

Print Name: Adriane Esteban

By: _____

Print Name: Mathias Thomas

Marsha Carmichael

Print Name: Marsha Carmichael

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10 day of Jan, 2018 by Norman W Edwards, as VP and by Mathias Thomas as President of MN ENTERPRISES INC D/B/A LANDMARK PHOTOS AND PRINTS, who is ~~personally known~~ to me or who have produced DL T520-540-65-065-0 (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Catherine Trenkle
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG020455
Expires 9/30/2020

Name of Acknowledger Typed, Printed or Stamped

Commission Number

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF TRACT 13, PLAT OF THE SUBDIVISION OF SEC. 35 TW 48 S. RANGE 42 E, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, PAGE 76, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 43.92 FEET TO THE EAST 193.92 FEET OF THE NW(1/4) OF THE NE(1/4) OF THE SW(1/4) OF THE SW(1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, EXCEPTING THEREFROM THE NORTH 126.5 FEET THEREOF, AND FURTHER EXCEPTING THAT PORTION THEREOF SOUTH OF HAMMONDVILLE ROAD AS NOW LOCATED AND ESTABLISHED;

AND

THE WEST 43.92 FEET OF THE EAST 193.92 FEET OF THE NORTH 126.5 FEET OF THE NW(1/4) OF THE NE(1/4) OF THE SW(1/4) OF THE SW(1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY FLORIDA;

AND

THE WEST 43.17 FEET OF THE EAST 237.09 FEET OF THE NW(1/4) OF THE NE(1/4) OF THE SW(1/4) OF THE SW(1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; EXCEPTING THEREFROM THE NORTH 126.5 FEET THEREOF, AND FURTHER EXCEPTING THAT PORTION THEREOF SOUTH HAMMONDVILLE ROAD AS NOW LOCATED AND ESTABLISHED;

AND

THE WEST 43.17 FEET OF THE EAST 237.09 FEET OF THE NORTH 126.5 FEET OF THE NW(1/4) OF THE NE(1/4) OF THE SW(1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA;

AND

THE NW(1/4) OF THE NE(1/4) OF THE SW(1/4) OF THE SW(1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; EXCEPTING THEREFROM THE EAST 237.09 FEET, AND EXCEPTING THEREFROM THE WEST 50 FEET, AND EXCEPTING THEREFROM THE NORTH 126.5 FEET, AND FURTHER EXCEPTING THEREFROM THAT PORTION THEREOF SOUTH OF HAMMONDVILLE ROAD AS NOW LOCATED AND ESTABLISHED;

AND

THE NORTH 126.5 FEET OF THE NW(1/4) OF THE NE(1/4) OF THE SW(1/4) OF THE SW(1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY FLORIDA; EXCEPTING THEREFROM THE EAST 237.09 FEET, AND FURTHER EXCEPTING THEREFROM THE WEST 50 FEET;

AND

THE WEST 50 FEET OF THE NW(1/4) OF THE NE(1/4) OF THE SW(1/4) OF THE SW(1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST; EXCEPTING THEREFROM THE SOUTH 160 FEET;

AND

THE WEST 49.17 FEET OF THE EAST 150 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35,

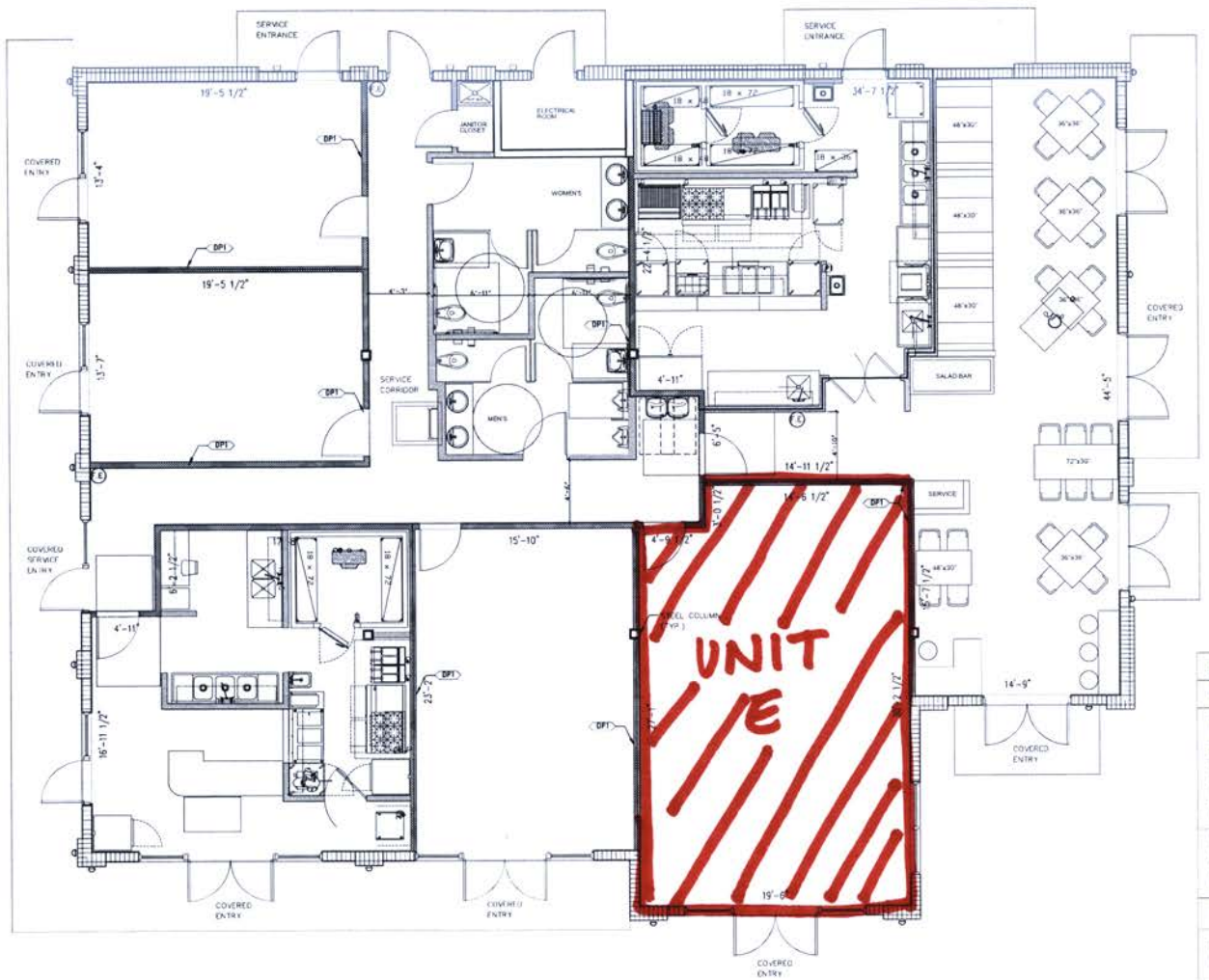
TOWNSHIP 48 SOUTH, RANGE 42 EAST. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, RUN WEST ALONG THE CENTER LINE OF HAMMONDVILLE ROAD FOR A DISTANCE OF 100.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WEST FOR A DISTANCE OF 49.2 FEET; THENCE NORTH A DISTANCE OF 66.96 FEET; THENCE EAST A DISTANCE OF 49.2 FEET; THENCE SOUTH A DISTANCE OF 60.33 FEET TO THE POINT OF BEGINNING.

AND

LOTS 7 THROUGH 11, LESS THE WEST 5 FEET OF BLOCK 2, RAYWOOD PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

SAID LANDS SITUATE, LYING AND BEING IN POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 83,461 SQUARE FEET (1.916 ACRES), MORE OR LESS.



01 BUILDING LEASING OUTLINE PLAN
SCALE: 1/4" = 1'-0"

BUILDING AREA

DESCRIPTION	AREA (S.F.)
SUITE A	291.9
SUITE B	291.9
SUITE C	538.3
SUITE D	394.1
SUITE E	611.2
SUITE F	1280.2
ANCILLARY SPACE TO TENANT E	
OUTDOOR PATIO AREA : 44'-5" X 10'-0" = 444.2 S.F.	
COMMON AREAS	
SERVICE CORRIDOR	381.2
RESTROOM / JANITOR'S CLOSET	329.9
ELECTRICAL ROOM	56.5
TOTAL AREA	4,183

NOTE
DIMENSIONS ON FLOOR PLAN ARE FINISH TO FINISH. LEASEABLE AREAS ARE MEASURED FROM EXTERIOR FACE OF EXTERIOR WALLS, THE CENTER LINE OF COMMON TENANT'S WALL, AND CORRIDOR SIDE OF TENANT / CORRIDOR WALLS.

GENERAL NOTES

1. PARTITIONS TO RECEIVE FIRE-RATED SEALANT AT ALL PENETRATIONS.
2. COORDINATE STUD BRACING WITH DUCTS, LIGHTS, ETC. DO NOT ATTACH STUDS DIRECTLY TO ROOF DECK.
3. UTILITIES FROM INDIVIDUAL TENANT SPACES MAY PASS OVERHEAD THROUGH NEIGHBORING TENANT SPACES.

PARTITION TYPE SCHEDULE

	RATING	UL DESIGN NO.
DPT 1 HR. TENANT TO TENANT/DEMISING PARTITION/EXIT ACCESS CORRIDOR. 6" 20 GA. METAL STUDS AT 16" O.C. FULL HEIGHT WITH BATT SOUND BATT INSULATION & 5/8" TYPE "X" GYPSUM BOARD - BY TENANT ON TENANT SIDE.	1 HR.	U 465

design kollaborative
architects / planners, inc.
MEMBER: AMERICAN INSTITUTE OF ARCHITECTS - AA 0000004
24 NE 24th AVE SUITE 1 POMPANO BEACH, FLORIDA 33062
(954) 941-3329 FAX (954) 943-7708

INTERIOR BUILD OUT FOR:
731 HAMMONDVILLE RD.
FOR THE POMPANO BENCHMARK
POMPANO BEACH, FL. 33062

DATE 03/28/13
PERMIT CONSTR
PROJECT NO. 13011

BY	REVISIONS	DATE

SHEET NO.
LOD
BLDG

EXHIBIT "C"

Lessee's Work

Other than as set forth in this paragraph, there is no Lessee's Work. Sublessee shall accept the Premises in its present "as-is" condition. Lessee covenants at its expense to keep the foundations and roof of the Premises, and the structural soundness of exterior walls thereof, and that portion of any utility lines serving more than one premises, in good order, repair and condition, unless any such work is required because of damage caused by any act, omission or negligence of Sublessee, any employees, agents, invitees, guests, concessionaires, licensees, sublessees or contractors of Sublessee or any of their respective employees, agents, invitees, guests, concessionaires, licensees, or contractors, or any person or entity claiming by, through or under Sublessee in which event Sublessee shall be responsible, at Sublessee's sole cost and expense, or at Lessee's option, Lessee shall make such repair and be reimbursed by Sublessee, for such repair.

Lessee shall commence any such repair within a reasonable period of time after Lessee receives written notice from Sublessee that the same is necessary, which notice shall specifically reference the required repair. The provisions of this section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain. Except as otherwise provided in this Lease, Lessee shall not be obligated to maintain, make repairs, replacements or improvements of any kind within the Premises, or any equipment, facilities or fixtures contained therein or serving only the Premises, which shall be the sole responsibility of Sublessee as provided in this Sublease.

Lessee will provide the following specific items for Sublessee:

A. Structure
    1. Exterior: The exterior of the building is a CMU wall with reinforcement, in accordance with applicable building codes.
    2. Framing (Interior): shall be of metal studs, in accordance with applicable building codes. Gypsum board will clad each side of a demising wall between Sublessees and will contain sound insulation between the Sublessees.
    3. Height of Interior Finished Sublessee Space: the structure shall be sufficient to allow a finished interior ceiling height dictated by structural or mechanical limitations
    4. Floor: the floor shall be a concrete slab on grade. Lessee will provide a concrete trowel finish in Sublessee space. A perimeter unfinished trench may be constructed in order to accommodate horizontal utilities for each Sublessee space. In kitchen areas, curbs will be installed as part of the floor structure.
    5. Ceiling (Interior) shall be dropped at least 24" to 36" from the bar joists or the underside of the roof in order to accommodate utilities, HVAC, and other infrastructure. The dropped ceiling may consist of a grid of 2' x 4' or 2' x 2' acoustical tile panels with appropriate florescent lighting installed according to the architect's lighting diagram.
    6. Roof: roof system shall be a membrane material.

7. Exit Delivery Door shall be one hollow metal door with a metal frame unless otherwise required by building codes.

B. Storefront

1. Glass Panel Storefront shall be of Lessee's design of impact glass and aluminum sections, in accordance with building codes. Unless otherwise stated, Lessee will provide one glass and aluminum entrance door with aluminum frame together with key lock. Glass will be clear.

C. Interior Partitions

1. Lessee will provide interior partitions with in each Sublessee space according to Sublessees architectural plans, including gypsum board sheathing, electrical and telephone outlets according to the building code. Sheathing will be sprayed with one coat of texture and one prime coat of paint.
2. Interior doors will be installed for those Sublessee spaces requiring them.

D. Utilities

1. Water and sewer (for spaces with Kitchens) will be provided to the boundary of the Sublessee space premises.
2. Electricity. Electrical supply lines will be provided to each Sublessee space to its interior accessible electrical panel box located as described on the architectural plans.
3. Telephone will be provided to each Sublessee space in a telephone panel box located in the Electrical Room, usually adjacent to the electrical panel.
4. Piping for gas will provided only to sublessee spaces with kitchens.
5. A conduit for telecommunication services will be installed, however telecommunication services including but not limited to telephone, internet, and Cable TV will not be provided at this time. Sublessee will be responsible for activating these services.
6. Security system pre-wire will be provided by the Lessee. The Sublessee may install at its discretion a security camera system which would be monitored by a third party vendor.

E. Heating, Ventilating and Air Conditioning

1. Lessee will provide a roof mounted, single zone, combination heating and air conditioning unit, which will have additional cooling capacity according to the Lessee's mechanical engineer's calculations.

F. Plumbing

1. Lessee will provide a water line stub to each Sublessee space.
2. Lessee will provide restroom facilities for use by Sublessee or any of their respective employees, agents, invitees, guests, concessionaires, licensees, or contractors in the Common Area, subject to applicable building codes.
3. Lessee will not provide a hot water heater to Sublessee spaces. Lessee will provide an insta-hot system for the can wash area in the dumpster enclosure.
4. Lessee will provide a grease trap to those spaces with kitchens.

5. Lessee will install a fire sprinkler system to the Sublessee spaces.

G. Flooring
   1. Lessee will not provide any floor covering except the concrete slab on grade per section A4.

H. Wall Finishes
   1. All gypsum board interior will be finished with one sprayed coat of light texture and one primer coat of white paint.

I. Insulation
   1. R-19 will be installed as part of the roofing system.

J. Trash and Garbage
   1. Lessee will provide a dumpster for the Sublessees and garbage fees will be paid by the Sublessees as additional rent. For a restaurant Sublessee (dine-in or take-out), the restaurant must store its food waste on premises and make arrangements for special disposal. Sublessees must comply with the Trash Management Plan set by the Lessee. A restaurant may not use the project dumpster.

K. Finishes & FFE
   1. Lessee or Lessee's consultant shall have the right to review and approve all choices for finishes (including but not limited to paint, floor coverings, wall covering, etc.) and furniture, fixtures, & equipment.
   2. Lessee will provide tenant improvements including wall coverings, floors and finishes, electrical requirements and other permanent improvements for operations. All improvements and equipment provided by Lessee shall remain with the property in the event Sublessee vacates premises.

L. Signage
   1. Lessee will provide Signage Criteria to Sublessee for any signs installed on the premises.
   2. Wall signs will be connected to the Premises' meter and must be set on a timer.

EXHIBIT "D"

Sublessee's Work

Within 60 days after the date hereof, Sublessee shall submit to Lessee at Sublessee's sole cost and expense, Sublessee's plans and specifications for Sublessee's Work, as hereinafter defined (the "Plans and Specifications"). "Sublessee's Work" is defined to mean any and all work to be performed by Sublessee necessary to render the Premises suitable for Sublessee's Use. Sublessees Work shall include, without limitation: building permits; all signage; all utility lines from the stubouts in Premises; water and electrical facilities from the stubouts; gas service brought to the boundary of the Premises, meter included; drainage lines and facilities from the stubouts; telecommunication services including but not limited to telephone, internet, and cable TV from the D-Mark to the Premises; and finishes (including but not limited to paint, floor coverings, wall covering, etc.) and furniture, fixtures, ~~& equipment including hood and ansul system~~.

If Lessee does not object in writing to the Plans and Specifications within twenty (20) days after receipt from Sublessee, the Plans and Specifications shall be deemed to be approved by Lessee. Lessee shall have the right in its reasonable discretion to object to or to approve the Plans and Specifications submitted by Sublessee for Sublessee's Work; provided that if Lessee objects to the Plans and Specifications, Lessee shall specify Lessee's reasons for the objections. If Lessee objects to the Plans and Specifications, Sublessee shall diligently proceed to modify the Plans and Specifications in order to satisfy such objections and shall resubmit the revised Plans and Specifications to Lessee for its approval. With reasonable promptness after Lessee's approval, Sublessee shall apply for and diligently pursue a permit for construction of Sublessee's Work from local authorities. Upon receipt of a permit for construction of Sublessee's Work, Sublessee shall promptly commence construction of Sublessee's Work and thereafter diligently pursue the completion of Sublessee's Work.

Sublessee shall keep the Premises including, but not limited to, all entrances, vestibules, partitions, all windows and window frames, moldings, doors, lighting, HVAC ductwork, controls and compressors, utility lines and fixtures within the Premises, fixtures and equipment, the fire protection system, any security screen, walls and fixtures, clean, neat and safe and in good order, repair and condition (including all necessary replacement, painting and decorating), and keep all doors and fixtures, clean, neat and safe and in good order, repair and condition, damage by fire or other casualty covered by Lessee's insurance excepted. If, in an emergency, it shall become necessary to promptly make any repairs or replacements required to be made by Sublessee, Lessee may enter the Premises and proceed to make such repairs or replacements and pay the cost thereof. Sublessee shall reimburse Lessee for the cost thereof within thirty (30) days after Lessee renders a bill to Sublessee. Lessee shall assign to Sublessee during the term of this Lease any warranties which Lessee has received with respect to the Premises and which apply to any repair required of Sublessee under this paragraph.

In particular, Sublessee shall be responsible for the installation and maintenance of a system reasonably acceptable to Lessee to abate cooking odors and for the maintenance of a "grease trap" to the standards required of restaurants by the applicable local government.

Sublessee shall make all repairs, alterations, additions or replacements to the Premises and all mechanical, electrical and plumbing systems located within the Premises required by any law or ordinance or any order or regulation of any public authority, or fire underwriters or underwriters' fire prevention engineers as a result of Sublessee's Use and keep the Premises equipped with all safety appliances required because of Sublessee's Use. Sublessee shall procure any licenses and permits required for Sublessee's Use and comply with the laws, orders and regulations of all governmental authorities and the reasonable recommendations and requirements of Lessee's insurance carriers and their underwriters. Sublessees must comply with the Trash Management Plan and Signage Criteria.

West Elevation

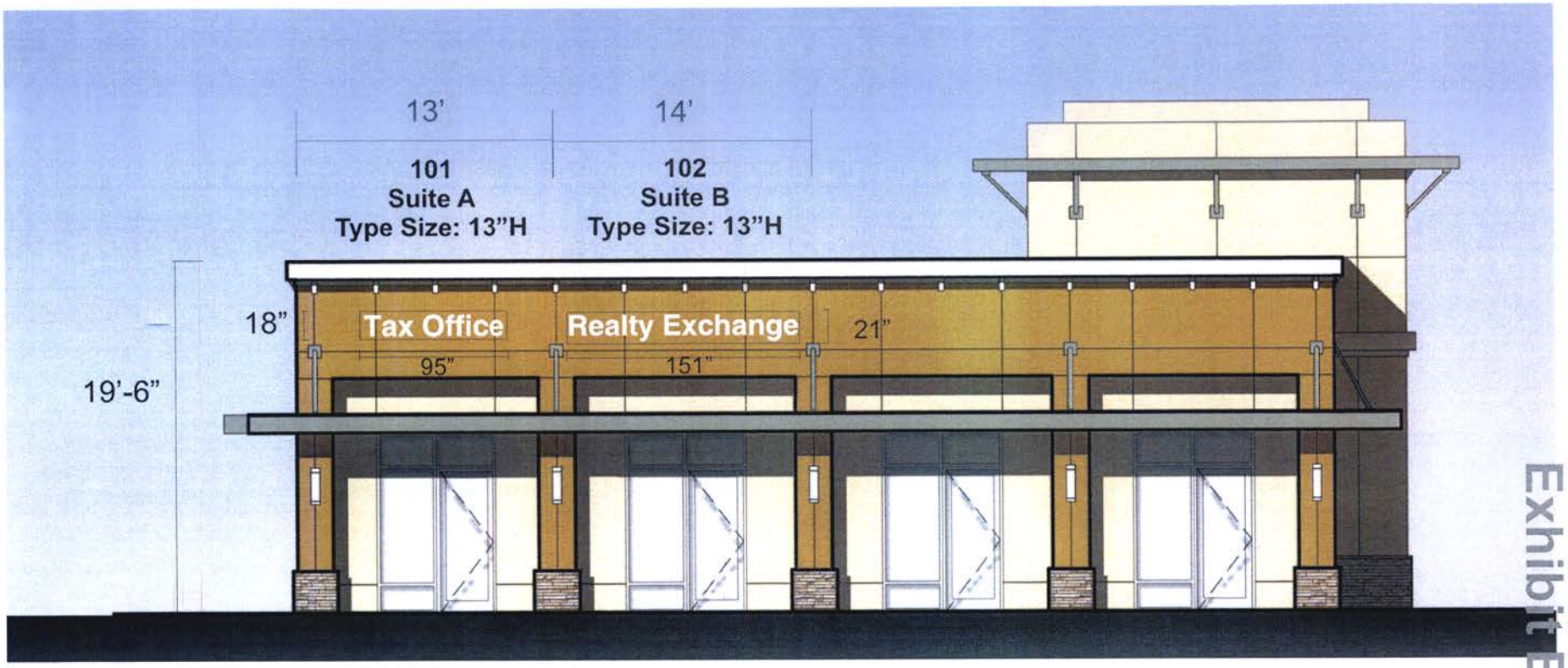


Exhibit E

Raceway/Wireway to be painted to match the Building Color.
All Single line layouts to be consistently Displayed @ 13"H Based on Capital Letter Height.
All Double line Layouts to be Consistently Displayed @9"H Based on Capital Letter Height.
All 1Story Elevations to have White Faces. 2 Story Elevations Must have Black Faces and White Outline.
Face Illuminated Aluminum Channel Letters on a WireWay - White LED Illumination.
Type Style: Helvetica Bold Upper & Lower Case .
Color: Bronze Trim Caps and Returns with White Faces,
Mounting: Screws Mounting Letters to Wireway. Tapcons into Wireway Mounted flush to Wall.

CRA
731 Hammondville Road
Pompano Beach, FL

Drawn By: KP
File: 1070 - CRA Lettering.cdr
Date: 4/2/13
Revision: 4/10/13, 11/13/13, 11/14/13, 11/18/13, 11/20/13, 11/21/13, 12/17/13, 2/5/14, 2/19/14

APPROVED

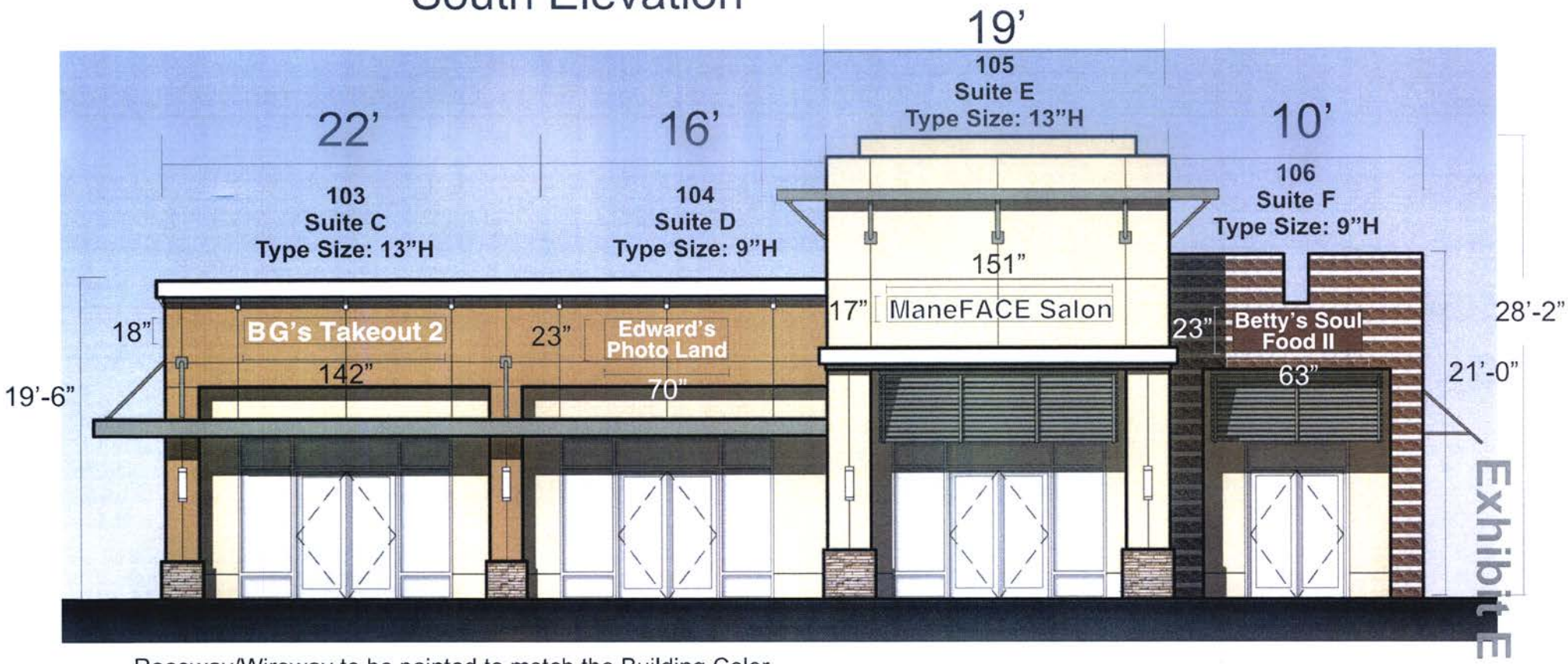
YES NO

SIGNATURE OF APPROVAL

DESIGNER SIGN SYSTEMS
3245 West McNab Road
Pompano Beach, Florida 33069
954.972.0707 FAX 954.972.1040

THIS DOCUMENT IS THE EXCLUSIVE PROPERTY OF DESIGNER SIGN SYSTEMS, POMPANO BEACH, FLORIDA, AND MAY NOT BE COPIED, REPRODUCED, MANUFACTURED, MARKETED OR SOLD, IN WHOLE OR IN PART WITHOUT THE EXPRESS WRITTEN CONSENT OF DESIGNER SIGN SYSTEMS.

South Elevation



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APPROVED
YES NO

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EXHIBIT "F"

Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this agreement by the City or CRA. The Sublessee shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach/CRA Risk Manager. The following insurance coverage shall be required:

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance
a) Naming the City of Pompano Beach and the Pompano Beach Community Redevelopment Agency as an additional insured, on General Liability Insurance only, in connection with work being done under this agreement.

b) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

	LIMITS OF LIABILITY	
Type of Insurance	each occurrence	aggregate

GENERAL LIABILITY: ***MINIMUM $200,000 per OCCURRENCE/$300,000 AGGREGATE***
* Policy to be written on a claims incurred basis

XX comprehensive form		
XX premises - operations	bodily injury	
__ explosion & collapse hazard	property damage	
__ underground hazard	_____	
XX products/completed operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property damage	combined	
XX independent contractors	_____	
XX personal injury	personal injury	

AUTOMOBILE LIABILITY: ***MINIMUM $200,000 per OCCURRENCE/$300,000 AGGREGATE***

XX comprehensive form	bodily injury (each person)	
	bodily injury (each accident)	_____
XX owned	property damage	_____

XX hired XX non-owned	bodily injury and property damage combined		

REAL & PERSONAL PROPERTY

XX comprehensive form	Sublessee must show proof they have this coverage.		

EXCESS LIABILITY

XX umbrella form __ other than umbrella combined	bodily injury and property damage	$500,000	$500,000.
__ **PROFESSIONAL LIABILITY** * Policy to be written on a claims made basis		$1,000,000	$1,000,000.

The certification or proof of insurance must contain a provision for notification to the City and the CRA, thirty (30) days in advance of any material change in coverage or cancellation.

The Sublessee shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of approval of agreement.

Exhibit G

ORDINANCE NO. 2012-32

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Lease Agreement between the City of Pompano Beach and the Pompano Beach Community Redevelopment Agency, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 28th day of February, 2012.

PASSED SECOND READING this 13th day of March, 2012.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

/jrm
2/13/12
L:ord/2012-158

Exhibit G

CFN # 110646757
OR BK 48615 Pages 1080 - 1108
RECORDED 03/28/12 09:37:22 AM
BROWARD COUNTY COMMISSION
DEPUTY CLERK 1016
#1, 29 Pages

LEASE AGREEMENT between CITY OF POMPANO BEACH and POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

THIS AGREEMENT made and entered into this 16th day of March, 2012, by and between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "LESSEE,"

WITNESSETH:

CITY and LESSEE, for and in consideration of the rents, covenants and mutual agreements hereinafter contained covenant and agree as follows:

1. **PREMISES.**

A. CITY hereby leases to LESSEE and LESSEE hereby leases from CITY, a tract of land located at 731 Hammondville Road, in the County of Broward and State of Florida, the legal description of which is provided for in Exhibit 1, hereto and hereinafter referred to as the "Premises."

B. LESSEE agrees to redevelop the Premises as set forth herein, to build a commercial center fronting on Hammondville Road for the purpose of leasing to retail,

commercial or other permitted occupants; to develop a public parking lot for the tenants in the commercial building and for the general public; and to build other buildings in the rear of the property, the uses of which will be determined by the CRA at a later date.

C. LESSEE hereby represents and warrants unto CITY that it is a public body authorized to transact business within the State of Florida. LESSEE further represents and warrants that it has or will obtain adequate financial resources and has the business skills and ability to perform all obligations herein imposed upon LESSEE diligently, skillfully and successfully to operate the leased Premises for the purposes intended.

2. TERM.

As consideration for LESSEE's agreement to spend at least Five Hundred Thousand Dollars ($500,000.00) on Capital Improvements as more specifically described in Paragraph 3 of this Lease Agreement, CITY agrees that the term of this lease shall expire fifty (50) years from the Effective Date of this Lease Agreement. The "Effective Date" of this Lease Agreement shall be the date this Lease Agreement is signed by the last of the CITY or the LESSEE to sign same. If LESSEE does not construct the Capital Improvements as specifically provided for in this Lease Agreement, the Lease Agreement shall expire four (4) years from the Effective Date of this Lease Agreement.

3. CAPITAL IMPROVEMENTS.

A. LESSEE agrees to spend a minimum of Five Hundred Thousand Dollars ($500,000.00) on Capital Improvements to the Premises consisting of new construction as provided for in Exhibit 2 of this Lease Agreement. Generally, LESSEE shall construct a 4,000 square feet commercial building, in general conformity with the capital improvements shown in Exhibit 2, attached hereto, and in the site plan attached hereto as Exhibit 3. The Capital Improvements provided for in this Lease Agreement must be completed within four (4) years of

the Effective Date of this Lease Agreement. Failure of LESSEE to complete the Capital Improvements provided for herein within the four (4) year period shall be a major breach of this lease, entitling the CITY to all remedies occasioned by default.

B. In accordance with Section 250 of the City Charter, at least fifty percent (50%) of the Five Hundred Thousand Dollar ($500,000.00) amount (i.e.: Two Hundred and Fifty Thousand Dollars ($250,000.00)) shall be expended by LESSEE no later than twenty–four (24) months from the Effective Date of this Lease Agreement; and the balance of the Five Hundred Thousand Dollars ($500,000.00) amount shall be expended by LESSEE no later than forty-eight (48) months from the Effective Date of this Lease Agreement.

C. Failure of the LESSEE to establish to the satisfaction of the CITY that the aforesaid sums have been expended within the time periods required herein shall constitute a major breach of this Lease Agreement, entitling the CITY to all remedies occasioned by default.

4. RENTAL.

Commencing upon the execution of this Lease Agreement, the annual rental amount to be paid by LESSEE shall be Ten Dollar ($10.00), plus any applicable sales tax. The annual rental installments shall be payable in advance on the first day of each and every calendar year thereafter until the termination of the letting.

5. OBLIGATIONS OF LESSEE.

A. LESSEE covenants and agrees to observe and obey and to require its officers, employees, guests, invitees and those doing business with it, to observe and obey such reasonable and non-discriminatory rules and regulations of CITY for the government of the conduct and operations of LESSEE and others on the Premises as may from time to time during the letting be promulgated by CITY for reasons of safety, health or sanitation and good order.

The obligations of LESSEE to require such observance and obedience on the part of its guests, invitees and business visitors shall pertain only while such persons are on the premises.

B. LESSEE shall, at its own cost, make improvements to the Premises and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over said property in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements and other similar requirements designed to protect the public.

6. CARE, MAINTENANCE AND REPAIR BY LESSEE.

A. LESSEE shall, throughout the term of this Lease, assume the entire responsibility and shall relieve CITY from all responsibility for all repair and maintenance whatsoever on the Premises and, without limiting the generality hereof, shall:

(1) keep at all times in a clean and orderly condition and appearance the Premises and all of LESSEE's fixtures, equipment and personal property which are located in any parts of the Premises which is open to or visible by the general public; and

(2) shall be responsible for the maintenance and repair of all utilities service lines located within the Premises except common utilities, if any, including, but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Premises leased to LESSEE and used by LESSEE exclusively; and

B. CITY may, at its option, and in addition to any other remedies which may be available to it, repair, replace, rebuild or paint all or any part of the structures and/or Premises, and the cost thereof shall be added to the rent due and payable the month following completion

of such work by CITY and shall be paid by LESSEE to CITY along with said month's rent, if either:

(1) LESSEE fails in any material respect, to maintain, clean, repair, replace, rebuild or paint within a period of sixty (60) days after notice from the CITY to do so, and said notice specifies that the required work to be accomplished by LESSEE includes maintenance and/or repair that LESSEE is obligated to perform hereunder other than preventive maintenance; or

(2) for work involving preventative maintenance and repair that LESSEE is obligated to perform hereunder only, if LESSEE fails in any material respect to accomplish that specified work within one hundred eighty (180) days following notice from CITY; or,

(3) within one hundred eighty (180) days, LESSEE fails in any material respect to diligently complete the repair, replacement, rebuilding or repainting of all of the Premises required to be repaired, replaced, rebuilt or painted by LESSEE under the terms of this Agreement.

7. **INSURANCE.**

A. LESSEE shall during the term of this Lease insure and keep insured to the extent of Two Million Dollars ($2,000,000.00) all buildings, structures, fixtures and equipment on the Premises leased to LESSEE against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida.

B. LESSEE covenants and agrees to provide and keep in force and effect comprehensive general public liability and property damage insurance which shall include independent contractors and which shall name the City of Pompano Beach as an additional

insured. Such comprehensive general liability coverage shall not be less than $1,000,000.00 combined single limit bodily injury and property damage insurance, holding harmless and indemnifying LESSEE and CITY as their interests may appear against public liability and property damage claims, and to furnish CITY at all times with an appropriate certificate from the insurance carrier showing such insurance to be in force.

C. LESSEE further agrees to provide "contracts and agreements" insurance coverage with minimum limits for bodily injury of $100,000.00 each person, $300,000.00 each occurrence and $300,000.00 aggregate, and for property damage of $50,000.00 each accident and $100,000.00 each occurrence. These minimum limits are subject to increase depending on the nature of the contract or agreement and must be approved by the Risk Manager of the City of Pompano Beach.

D. It is further understood and agreed that LESSEE or his agents shall carry Products Liability and Completed Operations coverage with limits of liability as follows:

Bodily Injury	$1,000,000 Each Person $1,000,000 Each Occurrence $1,000,000 Aggregate
Property Damage	$1,000,000 Each Accident $1,000,000 Aggregate

All policies of such insurance and renewal thereof shall insure CITY and LESSEE as their interests may appear.

E. LESSEE shall provide Worker's Compensation Insurance for all of its employees in accordance with the requirements of Florida Statutes, Chapter 440. LESSEE further agrees to be responsible for employment, control and conduct of all its employees and for any injury sustained by such employees in the course of their employment.

F. The aforesaid insurance shall be written by companies authorized to do business in the State of Florida and listed in "Best's Insurance Guide," or a comparable

publication in the event of the discontinuance of publishing "Best's," said insurance company having a minimum rating in "Best's" of A+ 3A.

G. The policies or certificates representing said insurance shall be delivered by LESSEE to CITY and each policy or certificate delivered shall bear the endorsement of or be accomplished by evidence of payment of the premium thereon and also an endorsement obligating the insurance company to furnish CITY sixty (60) days' notice in advance of the cancellation of the insurance evidenced by said policy or certificate. Renewal policies or certificates shall be delivered to CITY at least sixty (60) days before the expiration of the insurance which such policies are to renew.

H. When such policies or certificates have been delivered by LESSEE to CITY as aforesaid and at any time or times thereafter, CITY may notify LESSEE in writing that the insurance represented thereby does not conform to the provisions of this paragraph either because of the amount or because of the insurance company or for any other reason and LESSEE shall have thirty (30) days in which to cure the defect. Failure to cure such defect within thirty (30) days shall constitute a breach of this Agreement by this LESSEE, entitling CITY to all remedies occasioned by default.

I. LESSEE or his agent further agrees to hold harmless and indemnify the CITY from any claims resulting from LESSEE's or his agent's negligence on or about the leased Premises and any operations in connection herewith.

8. <u>DAMAGE TO OR DESTRUCTION OF PREMISES.</u>

A. <u>Removal of Debris</u>. If the Premises or any part thereof shall be damaged by fire, the elements, the public enemy, riot, or other casualty, LESSEE shall promptly remove all debris resulting from such damage from the Premises and to the extent, if any, that the

removal of debris under such circumstance is covered by insurance, the proceeds thereof shall be made available to LESSEE for such purpose.

B. Minor Damage. If the Premises, or any part thereof, shall be damaged by fire, the elements, the public enemy, riot or other casualty but not rendered untenantable or unusable, the Premises shall be repaired with due diligence in accordance with the plans and specifications for the Premises as they existed prior to such damage, but with current Code requirements being met, by and at the expense of LESSEE and, if the damage is covered by insurance, the proceeds thereof shall be made available to LESSEE for that purpose.

C. Major Damage to or Destruction of the Premises. If the Premises or any part thereof, shall be destroyed or so damaged by fire, the elements, the public enemy, riot or other casualty and thereby rendered temporarily untenantable or unusable, then:

(1) LESSEE shall have an option to make the necessary repairs or replacements for the restoration thereof in accordance with the plans and specifications as the same existed prior to such damage or destruction, provided that LESSEE within forty-five (45) days after the occurrence of such damage or destruction notifies CITY in writing that it elects to exercise its option to make the necessary repairs or replacements. If LESSEE elects to make such repairs or replacements it shall do so with reasonable dispatch provided, however, LESSEE shall not be responsible for delays caused by the insurance company or by an event of force majeure. If such destruction or damage was covered by insurance, the proceeds thereof shall be adjusted with and paid to LESSEE.

(2) If LESSEE fails to notify CITY in writing of its intention to make the necessary repairs or replacements within the forty-five (45) day period provided in subparagraph (1) of this subdivision C, or if within the said forty-five (45) day period LESSEE notifies CITY in writing that it does not elect to make such repairs or replacements, then CITY

may at its election make such repairs or replacements provided that CITY notifies LESSEE of its election to do so within thirty (30) days following the expiration of the said forty-five (45) day period. If CITY elects to make such repairs or replacements, it shall do so with reasonable dispatch and without cost to LESSEE, except that if such destruction or damage was covered by insurance, the proceeds thereof shall be adjusted with and paid to CITY.

(3) In the event that restoration is made pursuant to either subparagraphs (1) or (2) of this Subsection 8(C), the rent shall abate from the date of the damage or destruction until the Premises have been placed in a usable condition. In the event that portions of the Premises are usable, the abatement shall be pro-rated based on the percentage of usability. Such abatement shall be made pursuant to Paragraph 20 hereof.

(4) In the event that neither of the two parties elects to make such repairs or replacements, then this Lease shall terminate either at the expiration of seventy-five (75) days from the occurrence of such destruction or damage or at the expiration of thirty (30) days following receipt of notice by CITY from LESSEE that the LESSEE does not elect to repair or replace such damage, whichever date occurs sooner; and in any such event, the proceeds of insurance applicable to the damage or destruction (other than the proceeds applicable to debris removal) shall be distributed between LESSEE, LESSEE's mortgage lender, and CITY as their interests may appear. In such event, the payment of rentals shall terminate as of the date of the damage or destruction.

(5) Notwithstanding anything contained in this Section 8(C) to the contrary, in the event the LESSEE has not yet settled with its insurance carrier as to the amount of money to be paid by the carrier in connection with the damage by the date that the LESSEE is required to make an election or send written notice to the CITY as required in Section 8(C)(1), then the period of time for LESSEE to send such written notice or make such election shall be

extended until the LESSEE has so settled with its insurance carrier provided that LESSEE notifies CITY in writing of the need to extend the notice period. In no event, however, shall the notice period required in Section 8(C)(1) be extended beyond a period of 180 days from the date of the damage or destruction; and if the LESSEE has not provided any required written notice to the CITY, then before the CITY can terminated this Lease Agreement pursuant to the provisions in this Section 8, the CITY shall give the LESSEE written notice and an additional fifteen (15) days for the LESSEE to provide such written notice to the prior to the CITY terminating the Lease.

9. INDEMNITY.

LESSEE shall indemnify and hold harmless CITY, its Commissioners, officers, employees and representatives, from and against all claims and demands of third persons, except in cases of gross and willful misconduct including, but not limited to, the execution of this Lease, claims and demands for death or personal injuries or for property damages arising out of the use or occupancy of the Premises by LESSEE or with its consent or out of any acts or omissions of others upon the Premises with the consent of LESSEE, or arising or resulting from any breach or default by LESSEE or any of the obligations or duties assumed by or imposed upon it under this Lease, or indemnification arising by operation of law.

Further, LESSEE shall pay all costs incurred and reasonable attorneys' fees incurred by CITY in the event of a necessity to defend any claim, lawsuit or cause of action whatever against CITY arising out of the LESSEE's activities on the Premises or the execution of this Lease, be the same with or without merit. It is further understood that the above indemnification agreement extends to the act of invitees, licensees and trespassers upon the Premises leased, and LESSEE's obligations to indemnify CITY shall be cumulative with the obligations of any

assignee of LESSEE, absent a specific agreement to the contrary with CITY at the time of such assignment.

LESSEE further agrees to hold CITY harmless from any claim of lien by any contractor, subcontractor, material man or other person or firm or corporation whatsoever and LESSEE further agrees to hold CITY harmless and to reimburse CITY for all costs including cost of defense, attorneys' fees and other expenses in connection with any claim of whatsoever kind, whenever the same may be presented, arising out of any construction whatever in connection with this Lease Agreement.

10. SIGNS.

Except with the prior written approval of CITY, which approval shall not be unreasonably withheld or delayed and so long as same complies with all applicable governmental rules, regulations, and ordinances, including the CITY's sign code, LESSEE may erect signage in compliance with the CITY's sign code, as amended from time to time. CITY hereby agrees that from and after the Effective Date of this Lease, LESSEE shall have the right to place a sign(s) upon the Premises indicating that there will be commercial space available for rent within the Premises, so long as such sign complies with all applicable governmental rules, regulations, and ordinances, including the CITY's sign code.

11. ADDITIONAL RENT AND CHARGES.

If CITY is required or elects to pay any sum or sums or incurs any obligations or expenses by reason of the failure, neglect or refusal of LESSEE to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as a result of any act or omission of LESSEE contrary to said conditions, covenants and agreements, LESSEE agrees to pay the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties, and the same may be added to any installment of rent thereafter due

hereunder and each and every part of the same shall be and become additional rent recoverable by CITY in the same amount and with like remedies as if it were originally a part of the rent as set forth in paragraph 4 hereof.

12. RIGHTS OF ENTRY RESERVED.

A. CITY, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times, and with reasonable prior notice, to enter upon the Premises for the purpose of inspecting the same, for observing the performance by LESSEE of its obligations under this Agreement and for doing any act or thing which CITY may be obligated or have the right to do under this Agreement or otherwise as long as said inspection or visit does not interfere with the normal business of LESSEE.

B. Without limiting the generality of the foregoing, CITY, by its officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right, at its own cost and expense, for its own benefit or for the benefit of others to maintain existing and future utilities, mechanical, electrical and other systems and to enter upon the Premises at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of CITY, be deemed necessary or advisable and from time to time to construct or install over, in or under the premises such systems or parts thereof and in connection with such maintenance to use the premises for access to other parts of the property otherwise not conveniently accessible provided, however, that in the exercise of such rights of access, repair, alteration or new construction CITY shall not unreasonably interfere with the actual use and occupancy of the Premises by LESSEE or LESSEE's subtenants, invitees or licensees.

C. In the event that any personal property of LESSEE shall obstruct the access of CITY, or its officers, employees, agents or contractors, to any of the existing or future utility, mechanical, electrical and other systems and thus shall interfere with the inspection,

maintenance or repair of any such system, LESSEE shall move such property, as directed by CITY, in order that access may be had to the system or part thereof for its inspection, maintenance or repair, and if LESSEE shall fail to do so, CITY may move it and LESSEE hereby agrees to pay the cost of such moving upon demand.

D. At any time and from time to time during reasonable business hours within the six (6) months next preceding the expiration of the letting or immediately upon the determination by CITY of an abandonment or a breach of the Lease by LESSEE, CITY by its agents and employees, whether or not accompanied by a prospective LESSEE, occupier or user of the Premises, shall have the right to enter thereon, after reasonable notice, for the purpose of exhibiting and viewing all parts of the same and during such six (6) month period, CITY may place and maintain on the Premises the usual "to Let" signs, which signs LESSEE shall permit to remain without molestation. CITY shall not interfere with the normal business of LESSEE when entering onto property pursuant to this subsection.

E. If, during the last month of the letting, LESSEE shall have removed all or substantially all of its property from the Premises, CITY may immediately enter and alter, renovate and redecorate the Premises.

F. The exercise of any or all of the foregoing rights by CITY or others shall not be or be construed to be an eviction of LESSEE nor to be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

13. <u>SALE, ASSIGNMENT AND SUBLEASE.</u>

Except as otherwise provided in this Lease Agreement, LESSEE may sublease this Lease or any part thereof or any rights created thereby or sublet the Premises or any part thereof with the prior written consent of CITY, which consent shall not be unreasonably withheld.

Notwithstanding the foregoing, LESSEE may, without CITY's consent, sublease or sublet portions of the Premises for retail, commercial or other permitted occupants.

14. DEFAULT BY LESSEE.

LESSEE will be considered in default of this Lease if any one or more of the following events shall occur:

A. Termination of the Pompano Beach Community Redevelopment Agency. Should LESSEE, at any time during the term of this Lease, cease to exist because of the expiration of its statutory term or otherwise, the CITY shall assume control of all LESSEE's rights and interests of LESSEE, including this Lease Agreement.

B. Other Events Constituting Default.

(1) If LESSEE shall voluntarily abandon, desert or vacate the Premises or discontinue its operation at the Premises absent an event of force majeure.

(2) If LESSEE shall fail duly and punctually to pay the rental or to make any other payment required hereunder when due to CITY and shall continue in its failure to pay rentals or to make any other payments required hereunder for a period of ten (10) days after receipt of notice by it from CITY to make such payments.

(3) If LESSEE fails to expend at least $500,000.00 Capital Improvements no later than forty-eight (48) months from the Effective Date of this Lease as provided for in Section 3.B of this Lease Agreement.

(4) If LESSEE shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed or observed within thirty (30) days after receipt of notice of non-compliance there under from CITY except where fulfillment of its obligation requires activity over a period of time and LESSEE shall have commenced to perform whatever may be required for fulfillment

within fifteen (15) days after receipt of notice and continues such performances without interruption.

(5) Upon the occurrence of any such event which is not cured as provided herein or at any time thereafter during the continuance thereof, CITY, by forty-five (45) days' written notice, may terminate the rights of LESSEE hereunder and this letting, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

C. Wasting or Destruction of Property. In the event the activities of LESSEE, which are in derogation of the terms of this Lease, are such as to constitute a material wasting or destruction of the property of CITY then and in that event it shall not be necessary for CITY to suffer the wasting or destruction of said property during the aforesaid periods of notice, but in such event CITY shall give LESSEE three (3) days' notice within which to terminate the aforesaid destruction or waste or terminate any act or practice which shall place the property of CITY in danger of destruction or waste. If at the expiration of the aforesaid three (3) days from the service of notice upon LESSEE in accordance with the provisions for service of such notice as contained in this Lease Agreement, LESSEE has not terminated such waste of CITY's property, then and, in that event, CITY shall have the right to enter upon the Premises forthwith, and LESSEE shall remove himself from the Premises forthwith and this Lease shall be deemed canceled and terminated as of the expiration of the aforesaid three (3) days.

D. No acceptance by CITY of rental, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by LESSEE shall be deemed a waiver of any right on the part of CITY to terminate the letting.

E. No waiver by CITY of any default on the part of LESSEE in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by LESSEE shall be or be construed to be a waiver by CITY of any other or subsequent default in performance of any of the said terms, covenants and conditions.

F. The rights of declaration of default described above shall be in addition to any other rights of termination provided in this Agreement and in addition to any rights and remedies that CITY would have at law or in equity consequent upon any breach of this Agreement by LESSEE and the exercise by CITY of any right of termination shall be without prejudice to any other such rights and remedies.

15. REMEDIES TO BE NON-EXCLUSIVE.

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to CITY or LESSEE at law or in equity and the exercise of any remedy or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

16. SURRENDER.

LESSEE covenants and agrees to yield and deliver peaceably to CITY on the date of cessation of the letting, whether such cessation be by termination, expiration or otherwise, possession of the Premises and all buildings, structures, pavements, facilities and permanent improvements located on the Premises free of all encumbrances, in a good state of repair and in good and usable condition, subject to reasonable wear and tear.

Personal property and furnishings belonging to LESSEE shall be removed from the Premises within thirty (30) days from the date of termination of the Lease, where termination is due to a breach of any condition imposed upon LESSEE under the terms of the Lease or whether by natural termination due to the lapse of time, it being specifically understood that CITY shall

look to the buildings constructed on the Premises as its sole security for this Lease and not any personal property belonging to LESSEE which may be located on the leased premises. It is further understood that LESSEE shall have no right to remove any property, the removal of which will leave the building structurally defective and LESSEE shall be further prohibited from removing any plumbing fixtures, lighting fixtures or other items incorporated into the structure of the building.

17. NOTICES.

Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours or forwarded to him or to the party at such address by certified or registered mail. CITY designates the City Manager and, until further notice, LESSEE designates its Executive Director(s) as its representative upon whom notices and requests may be served, and CITY designates its office at City Hall, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, and LESSEE designates its office at City Hall, 100 West Atlantic Boulevard, Room 276, Pompano Beach, Florida 33060, as their respective offices where notices and requests may be served. The notices herein required to be served shall be deemed effective and served five (5) business days after the date of the registered or certified mailing thereof with proper postage prepaid.

18. PLACE OF PAYMENTS.

All payments by LESSEE shall be made at the office of the Finance Department, 4th Floor, at City Hall, 100 West Atlantic Boulevard, Pompano Beach, Florida.

19. CONSTRUCTION AND APPLICATION OF TERMS.

The paragraph and subparagraph headings, if any, in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of the provision hereof.

20. ABATEMENT.

If at any time LESSEE shall become entitled to an abatement of rental by the provisions of this Agreement or otherwise, the abatement of rental shall be made on an equitable basis giving effect to the amount and character of the space, the use of which is denied LESSEE as compared with the entire premises.

21. DEFINITIONS.

The following terms, when used in this Agreement, shall, unless the context shall require otherwise, have the respective meanings given below:

A. Agreement shall mean this Agreement of Lease.

B. Lease shall mean this Agreement of Lease including any supplements, modifications or amendments thereof, as long as said supplement, modification or amendments specifically identify this Lease and are executed with the same formality.

C. Letting shall mean the letting under this Agreement for the original term stated herein.

D. Premises shall mean and include the land, buildings, structures and other improvements located or to be located or to be constructed therein or thereon, the equipment permanently affixed or permanently located therein, such as electrical, plumbing, sprinkler fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems and their pipes, mains, lines, tubes, conduits, equipment and fixtures and all paving, drains, culverts, ditches and catch basins.

22. OBLIGATION OF LESSEE TO PAY CERTAIN TAXES AND EXPENSES.

LESSEE shall be responsible to pay all real and personal property taxes, tangible or intangible taxes, assessments, utilities, insurance premiums, occupational license, maintenance and other similar expenses.

23. OPERATING COSTS.

LESSEE agrees to promptly pay when due all operating, maintenance and servicing charges and costs including gas, electricity, water, water connections, sewer, sewer connections, and all other expenses incurred in the use and operation of the Premises.

24. PERMITS, APPROVALS AND FEES.

It is understood and agreed that any construction on the Premises shall be accomplished in accordance with the applicable rules, regulations, resolutions and ordinances of the CITY, County, State and Federal governments, and that LESSEE shall be responsible for obtaining all necessary plat approvals, zoning and building permits, and any other approvals or permits which may be required, and shall pay all charges therefore, whether such charges become payable prior to or subsequent to the issuance of the approval or permit. It is specifically understood and agreed that LESSEE shall have sole responsibility for any platting of the Premises which may be required by CITY and Broward County and for the payment of all fees and charges in connection therewith including, but not limited to, engineering, surveying and drafting charges, application, processing and recording fees, impact fees and off-site road improvement fees. The CITY shall cooperate with, support and join in, to the extent required, all necessary applications for platting, site plan approval, building permits, variances, special exceptions and other approvals, permits, and licenses for the construction and use of LESSEE's intended improvements, but shall bear no cost for the same.

Exhibit G

25. RETENTION OF RECORDS AND RIGHT TO ACCESS.

LESSEE shall preserve and make available all financial records, supporting documents, statistical records and any other documents pertinent to this contract for a period of three (3) years after termination of this contract or if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained until resolution of audit finding.

Additionally, LESSEE shall provide CITY with an Annual Statement of gross receipts and operating expenses for informational purposes only upon request.

26. NON-DISCRIMINATION.

LESSEE, in exercising any of the rights or privileges herein granted to it shall not on the grounds of race, color or national origin discriminate against any person or persons in any manner.

27. PLEDGE OF LEASEHOLD INTEREST

LESSEE nor any of its tenants, shall not have the right to mortgage LESSEE's interest under this Lease. LESSEE may pledge its tax increment revenue in any current or future revenue bond.

28. RIGHT TO RECORD.

Either CITY or LESSEE shall have the right to record this Lease or a written Memorandum of this Lease in the public records of Broward County, Florida, at their own expense. Upon request by the LESSEE, the CITY agrees to simultaneously with the execution of this Lease enter into a Memorandum of Lease, in a form satisfactory to the CITY, for purposes of recording same in the public records.

Exhibit G

29. ENTIRE AGREEMENT.

This Agreement consists of the following: Paragraphs 1 through 28 inclusive, and Exhibits "1, "2" and "3."

It constitutes the entire agreement of the parties on the subject matter hereof and many not be changed, modified, discharged or extended except by written instrument duly executed by CITY and LESSEE. LESSEE agrees that no representatives or warranties shall be binding upon CITY unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the parties have hereto have executed these presents as of the day and year first above written.

"CITY":

Witnesses:

Christine Wodka

Shelley R. Bartholomew

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

_____
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of March, 2012 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

Exhibit G

"LESSEE":

Signed, Sealed and Witnessed
In the Presence of:

Floyd T. Johnson

Print Name:

Print Name: Floyd T. Johnson

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

By:
Lamar Fisher, Chairman

ATTEST:

Margaret Gallagher, Secretary

Print Name: Floyd T. Johnson

Print Name: Floyd T. Johnson

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company

By: MetroStrategies, Inc., a Florida corporation
a managing member

By:
Kim Briesemeister, President

and

By:
Christopher J. Brown
a managing member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of February, 2012 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

THOMAS L. SCHNEIDER
Notary Public - State of Florida
My Comm. Expires Sep 23, 2013
Commission # DD 927192

NOTARY PUBLIC, STATE OF FLORIDA

THOMAS L. SCHNEIDER
(Name of Acknowledger Typed, Printed or Stamped)

DD 927192
Commission Number

Exhibit G

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of February, 2012 by MARGARET GALLAGHER, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

Thomas L. Schneider
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:

THOMAS L. SCHNEIDER
Notary Public - State of Florida
My Comm. Expires Sep 23, 2013
Commission # DD 927192

THOMAS L. SCHNEIDER
(Name of Acknowledger Typed, Printed or Stamped)

DD 927192
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of February, 2012, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced _____ (type of identification) as identification.

Thomas L. Schneider
NOTARY PUBLIC, STATE OF FLORIDA

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STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of February, 2012, by Christopher J. Brown, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally known to me or who has produced _____ (type of identification) as identification.

Thomas L. Schneider
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:

THOMAS L. SCHNEIDER
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EGR:jrm
2/15/12
L:/Agr/CRA/2012-551

EXHIBIT G1

LEGAL DESCRIPTION

A PORTION OF TRACT 13, PLAT OF THE SUBDIVISION OF SEC. 35 TW 48 S. RANGE 42 E, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, PAGE 76, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 43.92 FEET TO THE EAST 193.92 FEET OF THE NW(1/4) OF THE NE(1/4) OF THE SW(1/4) OF THE SW(1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, EXCEPTING THEREFROM THE NORTH 126.5 FEET THEREOF, AND FURTHER EXCEPTING THAT PORTION THEREOF SOUTH OF HAMMONDVILLE ROAD AS NOW LOCATED AND ESTABLISHED;

AND

THE WEST 43.92 FEET OF THE EAST 193.92 FEET OF THE NORTH 126.5 FEET OF THE NW(1/4) OF THE NE(1/4) OF THE SW(1/4) OF THE SW(1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY FLORIDA;

AND

THE WEST 43.17 FEET OF THE EAST 237.09 FEET OF THE NW(1/4) OF THE NE(1/4) OF THE SW(1/4) OF THE SW(1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; EXCEPTING THEREFROM THE NORTH 126.5 FEET THEREOF, AND FURTHER EXCEPTING THAT PORTION THEREOF SOUTH HAMMONDVILLE ROAD AS NOW LOCATED AND ESTABLISHED;

AND

THE WEST 43.17 FEET OF THE EAST 237.09 FEET OF THE NORTH 126.5 FEET OF THE NW(1/4) OF THE NE(1/4) OF THE SW(1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA;

AND

THE NW(1/4) OF THE NE(1/4) OF THE SW(1/4) OF THE SW(1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; EXCEPTING THEREFROM THE EAST 237.09 FEET, AND EXCEPTING THEREFROM THE WEST 50 FEET, AND EXCEPTING THEREFROM THE NORTH 126.5 FEET, AND FURTHER EXCEPTING THEREFROM THAT PORTION THEREOF SOUTH OF HAMMONDVILLE ROAD AS NOW LOCATED AND ESTABLISHED;

AND

THE NORTH 126.5 FEET OF THE NW(1/4) OF THE NE(1/4) OF THE SW(1/4) OF THE SW(1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY FLORIDA; EXCEPTING THEREFROM THE EAST 237.09 FEET, AND FURTHER EXCEPTING THEREFROM THE WEST 50 FEET;

AND

THE WEST 50 FEET OF THE NW(1/4) OF THE NE(1/4) OF THE SW(1/4) OF THE SW(1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST; EXCEPTING THEREFROM THE SOUTH 160 FEET;

AND

THE WEST 49.17 FEET OF THE EAST 150 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35,

Exhibit G

TOWNSHIP 48 SOUTH, RANGE 42 E[illegible] EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, RUN WEST ALONG THE CENTER LINE OF HAMMONDVILLE ROAD FOR A DISTANCE OF 100.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WEST FOR A DISTANCE OF 49.2 FEET; THENCE NORTH A DISTANCE OF 66.96 FEET; THENCE EAST A DISTANCE OF 49.2 FEET; THENCE SOUTH A DISTANCE OF 60.33 FEET TO THE POINT OF BEGINNING.

AND

LOTS 7 THROUGH 11, LESS THE WEST 5 FEET OF BLOCK 2, RAYWOOD PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

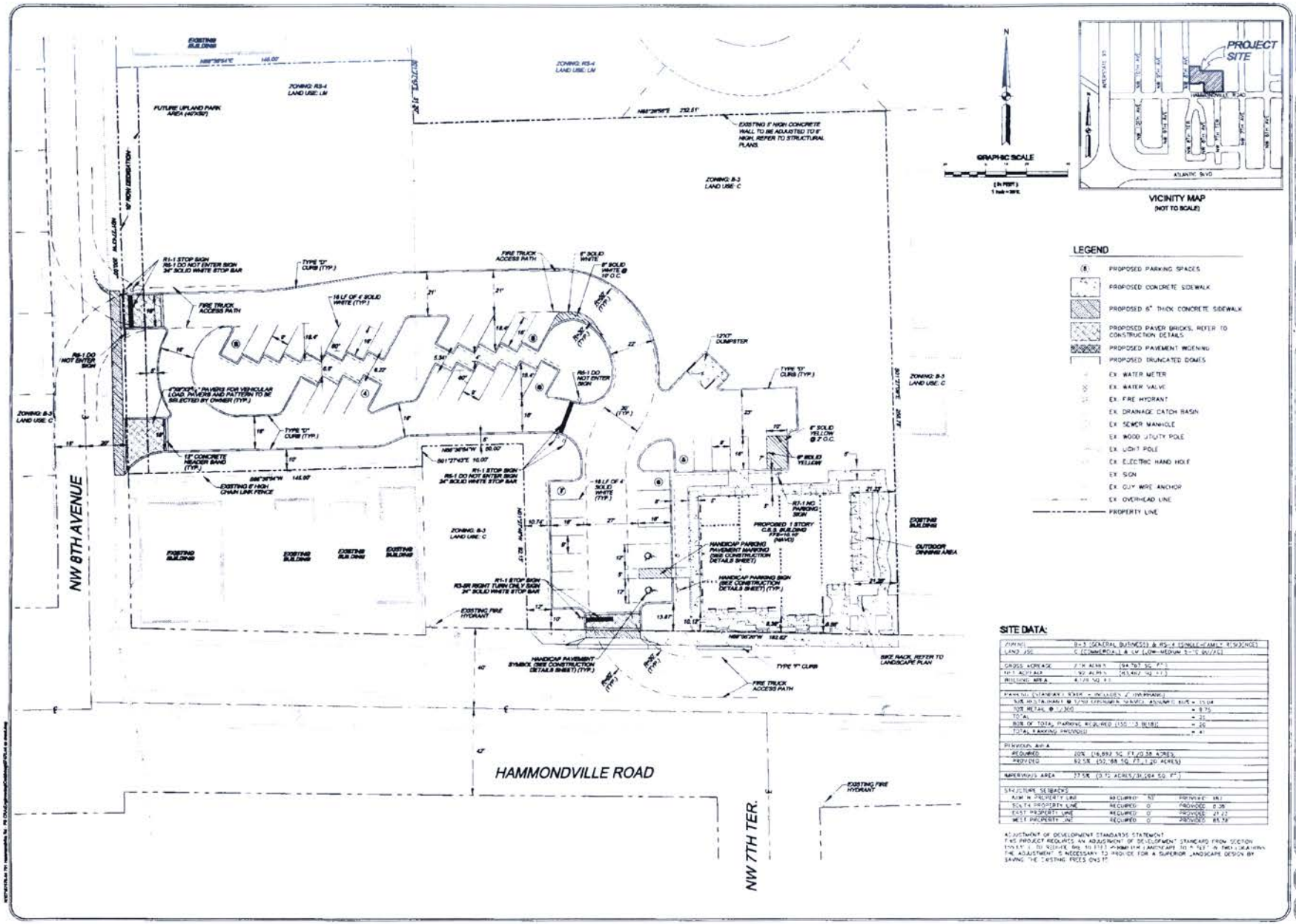
SAID LANDS SITUATE, LYING AND BEING IN POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 83,461 SQUARE FEET (1.916 ACRES), MORE OR LESS.

Exhibit G

EXHIBIT 2

CAPITAL IMPROVEMENTS

A project is being designed for a 4,140 SF new commercial building, 41 parking spaces, landscape and hardscape improvements on the property located at 731 Hammondville Road.



SITE DATA:

ZONING	B-3 (GENERAL BUSINESS) & RS-4 (SINGLE-FAMILY RESIDENCE)		
LAND USE	C (COMMERCIAL) & LM (LOW-MEDIUM 1-5 DU/AC)		
GROSS AGREAGE	2.16 ACRES	(94,167 SQ. FT.)	
NET ACREAGE	1.90 ACRES	(83,487 SQ. FT.)	
BUILDING AREA	6,178 SQ. FT.		
PARKING (STANDARD SIZE = INCLUDES 2' OVERHANG)			
SIZE OF STANDARD @ 9'/90 (MINIMUM WIDTH ADJACENT SITE = 15.04)			
SIZE METAL @ 2.3/30			= 3.75
TOTAL			= 31
SIZE OF TOTAL PARKING REQUIRED (SEE 3.B(1)B)			= 20
TOTAL PARKING PROVIDED			= 41
PERVIOUS AREA			
REQUIRED	20% (16,892 SQ. FT./0.38 ACRES)		
PROVIDED	52.5% (43,988 SQ. FT./1.01 ACRES)		
IMPERVIOUS AREA	47.5% (3.75 ACRES/39,494 SQ. FT.)		
STRUCTURE SETBACKS			
NORTH PROPERTY LINE	REQUIRED: NO		PROVIDED: 18.0
SOUTH PROPERTY LINE	REQUIRED: 0		PROVIDED: 8.38
EAST PROPERTY LINE	REQUIRED: 0		PROVIDED: 21.22
WEST PROPERTY LINE	REQUIRED: 0		PROVIDED: 85.58

ADJUSTMENT OF DEVELOPMENT STANDARDS STATEMENT
THIS PROJECT REQUIRES AN ADJUSTMENT OF DEVELOPMENT STANDARD FROM SECTION [illegible] TO RECEIVE [illegible] LANDSCAPE [illegible] IN THIS DRAWING. THE ADJUSTMENT IS NECESSARY TO PROVIDE FOR A SUPERIOR LANDSCAPE DESIGN BY SAVING THE EXISTING TREES ON SITE.

EXHIBIT 3

KEITH
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
PHONE: 954.788.3500 FAX: 954.788.3500
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7835

731 HAMMONDVILLE ROAD
SITE PLAN

CITY OF POMPANO BEACH
BROWARD COUNTY, FLORIDA

SHEET NO. SP-1
PROJECT NO. 07470.44