



**Margate Community Redevelopment Agency
Commercial Property Landscape Improvement Matching Grant Program**

Agreement for Construction Reimbursement

THIS AGREEMENT, made and entered into the ____ day of _____, 201_, by and between:

Owner NND CAPITAL LLC
(hereinafter referred to as "OWNER"; and

THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF MARGATE, FLORIDA
(hereinafter referred to as "MCRA")

relates to the real property lying in the City of Margate, in Broward County, Florida, Property ID #484230030010 further described as follows:

Legal Description: IBEC ADD NO 2 47-21 B LOT 30 N 125

Complete Property Address: 2333 North State Road 7, Margate, Florida 33063

WHEREAS, the City of Margate has created a Community Redevelopment Agency; and

WHEREAS, the MCRA is charged with enhancing the appearance of the City of Margate within the Community Redevelopment area; and

WHEREAS, the MCRA has received tax increment funds to improve the Community Redevelopment area; and

WHEREAS, the MCRA wishes to utilize funds from its Redevelopment Trust Fund in accordance with its Redevelopment Plan; and

WHEREAS, the MCRA has created a fund to enhance the architectural appearance of commercial areas within the Community Redevelopment area within the City of Margate; and

WHEREAS, the MCRA has determined that the proposed design and improvements that OWNER has submitted meets the intent of the landscape improvement program; and

WHEREAS, OWNER wishes to abide by all the guidelines approved by the MCRA for the landscape improvement program.

NOW, THEREFORE, FOR CONSIDERATION contained herein, the parties agree as follows:

SECTION 1: That the above recitals are true and correct and are incorporated herein.

SECTION 2: OWNER of property shall receive a grant from the MCRA for project design for application purposes and construction of the landscape improvements approved by the MCRA (with actual reimbursement to be based on final approved cost and with the MCRA grant not to exceed the lesser of \$10,000 or 50% of the total reasonable cost of construction as determined by the MCRA.

SECTION 3: OWNER agrees to use grant funds for design and creation of construction drawings and actual construction in accordance with the landscape improvement plan submitted and approved by the COMMUNITY REDEVELOPMENT AGENCY.

SECTION 4: All grant funds shall be on a dollar-for-dollar match on a cash basis only. There shall be no in-kind transfers and only cash spent on eligible activities will be considered as a match. Only reasonable expenses for services shall be allowed. The MCRA shall determine what are reasonable expenses and eligible activities.

SECTION 5: Award of the grant shall be forfeited if the construction of the landscape and parking lot improvements is not commenced within one hundred eighty (180) days of the date of the Agreement or completed to the MCRA's satisfaction within five hundred forty five (545) days of the date of the Agreement. The grant shall be considered abandoned and the MCRA shall not be obligated to make any reimbursement.

SECTION 6: The final appearance of the completed construction shall be exactly as the design drawing submitted by OWNER to MCRA, and adopted by MCRA. If any alterations to the design must be made, OWNER shall immediately make the MCRA aware of such necessary alterations and such alteration must be approved by the MCRA prior to their construction. The MCRA reserves the right to add additional criteria or reject designs or alterations to design for any reason. If alterations are made by OWNER without approval of or after being rejected by MCRA, the award of grant shall be forfeited and no reimbursement of any portion, neither architectural nor construction, shall be made by MCRA.

SECTION 7: Funds shall be dispersed only on a reimbursement basis and only upon completion of the construction to all the specifications approved by the MCRA. Project must comply with all applicable laws, ordinances and regulations including all permitting and zoning laws and meet approval by the MCRA. Funds will be dispersed after the inspection of the project by the MCRA and all permits are closed.

SECTION 8: OWNER agrees that OWNER shall not change the appearance of the landscape and parking lot enhanced by the grant OWNER has received within five (5) years of the date of this agreement, without the permission of the MCRA. If any provision of this agreement is violated, OWNER or successor OWNER shall repay all funds granted, plus interest at the prevailing rate (but not to exceed 8%) from the time that grant funds were disbursed.

SECTION 9: This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 10: **The parties to this agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.**

SECTION 11: OWNER agrees that for OWNER, heirs, assigns, and successor OWNERS in title are to be bound by this agreement. OWNER agrees that this agreement shall be recorded in the Public Records of Broward County, Florida, upon disbursement of funds.

SECTION 12: OWNER agrees that the MCRA shall have a right to place a sign on OWNER's property during the construction period, announcing the project, the CRA as a source of funding, and/or any other such information that the MCRA deems appropriate.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Witness

Owner (or authorized officer if not individuals)

Print Name

Print Name and Title

Witness

Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

Before me, the undersigned authority, this __ day of _____, 20 __, personally appeared _____, who acknowledges that before me he/she freely and voluntarily executed this Agreement for the purpose therein expressed.

Personally Known _____

Produced Identification _____

Type of I.D. _____

Notary Public, State of Florida

(seal)

Print Name

MARGATE COMMUNITY REDEVELOPMENT AGENCY USE ONLY BELOW LINE

By: _____
Tommy Ruzzano, Chair

By: _____
Kimberly Vazquez, Interim Executive Director

Agreement Prepared by:
Margate Community Redevelopment Agency
6280 W Atlantic Boulevard, Margate, FL 33063