

This instrument was prepared by
and after recording return to:

Jennifer Lynn Warren, Esq.
Assistant City Attorney
City of North Miami
776 N.E. 125th Street
North Miami, FL 33161

MEMORANDUM OF COMMERCIAL REHABILITATION GRANT AGREEMENT

THIS MEMORANDUM OF COMMERCIAL REHABILITATION GRANT AGREEMENT (the "Memorandum") is made and entered into as of the 30 day of January, 2015 by and between the **CITY OF NORTH MIAMI**, a Florida municipal corporation, (the "City") having an address at 776 N.E. 125th Street, North Miami, Florida 33161 and **Javan Lumber, Inc., a Florida Profit Corporation** (the "Grantee") having a principal address at 12721 N.W. 7 Avenue, North Miami, FL 33168.

RECITALS

1. City and Grantee have entered into that certain Commercial Rehabilitation Grant Agreement dated _____, 2015 (the "Grant Agreement") pursuant to which the City provided a Grant to the Grantee for the rehabilitation of the real property as more particularly described on Exhibit "A" attached hereto.

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

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

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

2. Purpose. This Memorandum is filed of record in Official Records of Miami-Dade County, Florida to give constructive notice to all parties of the existence of the Grant Agreement.

3. Term. The Grant Agreement provides for an effective term of one (1) year and ninety (90) days from the date hereof.

4. Assignment. The Grant Agreement also provides that the property may not be transferred during the seven (7) year period following completion of the Project.

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

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

GRANTEE:

By: _____

[Handwritten Signature]

JALAL HAGHAYEGH

Type or Print Name

STATE OF FLORIDA)

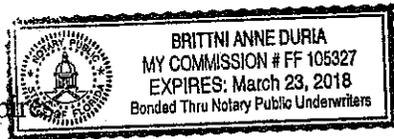
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SS:

COUNTY OF MIAMI-DADE)

)

The foregoing was acknowledged before me this 30th day of January 2015, by Jalal Haghayegh, who (check one) [] are personally known to me or [] have produced a Florida drivers license as identification.



Brittni Duria
Notary Public
Print Name: Brittni Duria

CITY:

CITY OF NORTH MIAMI,
a Florida Municipal Corporation

By: [Handwritten Signature]
City Manager

Attest:

By: _____
City Clerk

Approved as to form and legal sufficiency:

By: [Handwritten Signature]
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 29 of NILEARN, a subdivision, according the Plat Book 8, Page 35, of the public records of Miami-Dade County, Florida, less the Northerly 30 feet, the Southerly 10 feet and the Westerly 2 feet of Lot 29, and less the external area formed by a 25 foot radius at the Northwest and Southwest corners of said Lot 29 tangent to the property lines established for street purposes. AND LESS portion taken by eminent domain recorded under FF-38327.

AND

A portion of Lot 30 of NILEARN, beginning and the Southwest corner of said Lot 30, thence run along the South line of Lot 30 to a point 20 feet distance and to the West of the right-of-way line of State Road 9-A (known as North-South expressway) thence run in a Northeasterly direction meandering along the Western right-of-way line of State Road 9-A, thence in a Westerly direction along the North boundary line of said Lot 30 to the Northwest corner of said Lot 30, thence in a Southerly direction along the Western boundary line of said Lot 30 to the point beginning, LESS the North 30 feet thereof and LESS the South 10 feet thereof.

A.K.A. 12721 N.W. 7 Avenue.
Folio #: 06-2125-003-0060