

DONATION AGREEMENT

THIS AGREEMENT is entered into as of the date of final execution below ("Effective date") by and between the CITY OF HALLANDALE BEACH, a municipal corporation organized under the laws of the State of Florida (hereinafter referred to as "CITY"), and 521 Golden Beach LLC, a Delaware limited liability company registered to transact business in Florida, (hereinafter referred to as "DONOR").

WHEREAS, DONOR wishes to make a donation to the CITY to comply with permitting requirements for development of beachfront property in a neighboring CITY; and

WHEREAS, CITY wishes to accept the DONATION, which has been approved by the City Commission by way of Resolution # _____, dated August 4, 2021.

NOW, THEREFORE, in accordance with the mutual promises contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and DONOR hereby agree as follows:

1. DONOR:

521 Golden Beach LLC (A Florida LLC)
c/o JSRE Realty
Attn: Mr. Steven Montague
550 5th Avenue - 4th Floor
New York, NY 10036
Phone: 917-251-4555
Fax : 718-375-5925
E-mail: Steve@esquiremanagement.com

2. DONATION:

Description: Donation of material and installation of 5247.08 Cubic Yards of Sand, including all required permits, in accordance with Beach Fill Plan, attached hereto and incorporated herein as Exhibit A.

Value: The value of the donation is estimated to be \$200,000. This value is based upon historical costs for beach renourishment and adjusted for quantity and inflation.

4. DONATION WARRANTY OF TITLE: DONOR transfers all rights of ownership of DONATION listed on this Agreement to the CITY. DONOR shall deliver DONATION to the CITY free and clear of any liens, claims or other encumbrances of any type. This Section shall survive termination of this Agreement.

5. TERMS AND CONDITIONS:

- a. DONOR will place all sand landward of the seasonal high-water line.
- b. DONOR will obtain and pay for all permits required to effectuate the DONATION.
- c. Prior to installation, DONOR will provide proof to the CITY that the sand to be donated meets all relevant state standards established by the Department of Environmental Protection.
- d. DONOR agrees and understands that the CITY is scheduled for a beach renourishment for 2021 and is not able to accept the DONATION immediately. DONOR agrees that DONOR will execute the installation of the DONATION upon 60 days written notice from the CITY that the CITY can accept the DONATION. DONOR understands and agrees that this notice to proceed will not be provided until approximately a year after the Army Corps of Engineers completes the planned beach renourishment.

- e. DONOR agrees, as part of the DONATION, to pay for an independent inspector, selected by the CITY to oversee the project, including sand placement.
- f. DONOR understands and agrees that the CITY has expended significant and valuable time and resources in evaluating and processing DONOR's request to make the DONATION to the CITY.
- g. DONOR agrees to indemnify, defend, hold harmless, and releases the CITY OF HALLANDALE BEACH, its officers, employees, and officials its principals, successors, and assigns (collectively the "CITY") from and against all claims, actions, or causes of actions, losses, damages, liabilities, costs and expenses, including attorneys' and paralegals' fees, and fees of experts, threatened against, imposed from, and resulting from any and all claims, actions, or causes of actions, losses, including any claims by third parties, loss of life, bodily injury, and damage to any property, imposed on or incurred by the CITY in connection with any and all of the foregoing which arises, relates, or pertains, directly or indirectly, to the DONATION.
- h. The parties agree that this Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward CITY, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.
- i. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY. This agreement may be signed in counterpart and multiple copies of this Agreement may be executed by all parties, each of which, bearing signatures of all parties, shall have the force and effect of an original document.

For IRS purposes, this agreement serves as written acknowledgment of your donation. The City of Hallandale Beach did not provide you any goods or services in consideration of this donation.

[Remainder of Page Left Intentionally Blank]

By my signature, I, the DONOR, represent that: (1) I am fully authorized to donate to CITY the DONATION as above listed; (2) I have read and agree to abide by the terms of this Agreement.

Donor Authorized Representative Signature

STEVEN MONTAGUE, AUTHORIZED PERSON

(PRINT NAME SIGNED ABOVE)

NOTARY SEAL

The foregoing instrument was acknowledged before me this 29TH day of JULY, 2021, by

STEVEN MONTAGUE

Signature of Notary

LISA SHREM
Name of Notary Printed, or Stamped

Personally Known OR Produced Identification

Type of Identification Produced

LISA S. SHREM
NOTARY PUBLIC STATE OF NEW YORK
KINGS COUNTY
LIC# 01SH6050339
COMM. EXP. NOVEMBER 6, 2022

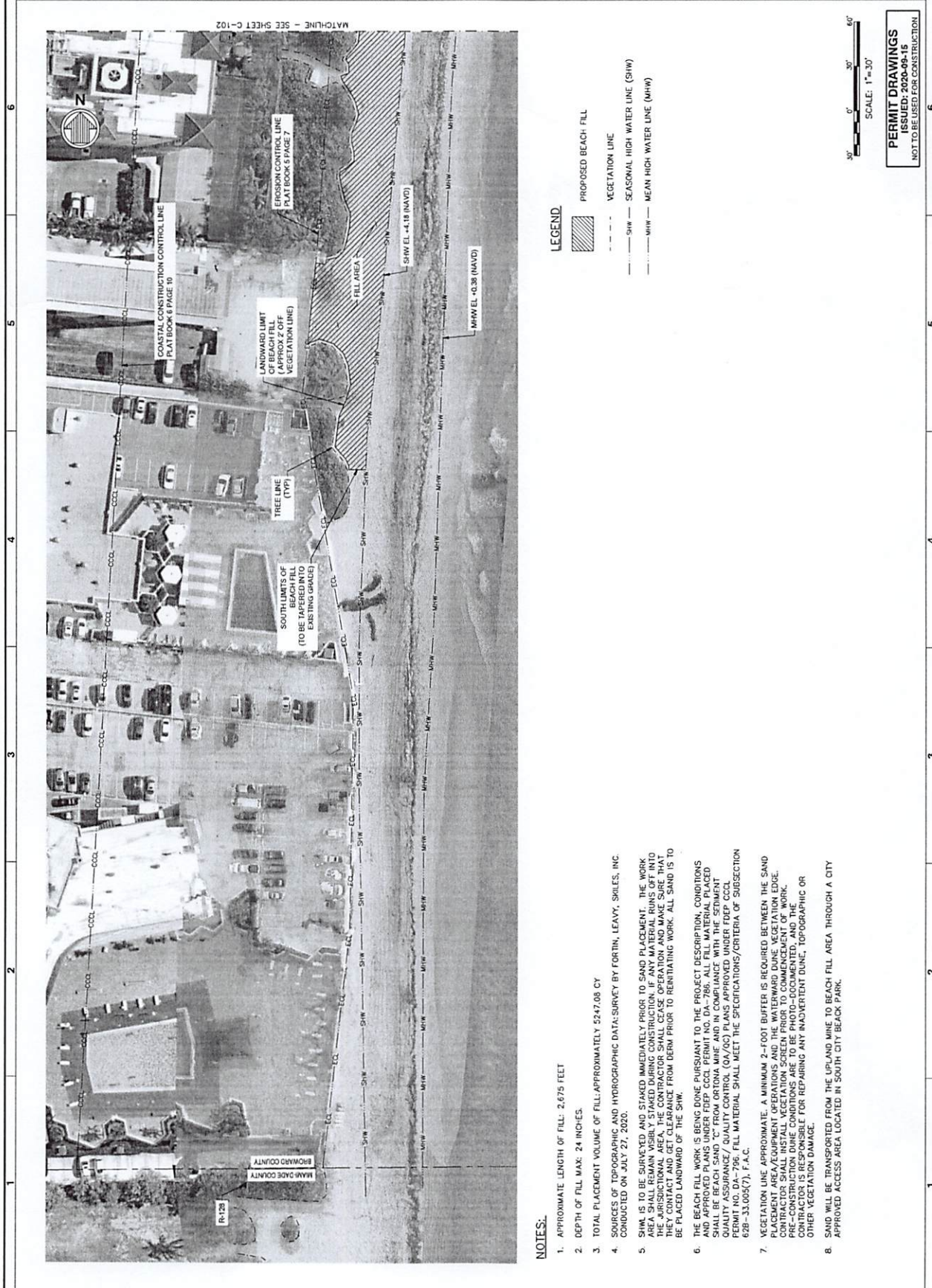
FOR CITY:

City Manager Signature

Date

Approved for Form and Legal Sufficiency
As to CITY

City Attorney



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- NOTES:**
1. APPROXIMATE LENGTH OF FILL: 2,675 FEET
 2. DEPTH OF FILL MAX: 24 INCHES.
 3. TOTAL PLACEMENT VOLUME OF FILL APPROXIMATELY 5247.08 CY CONDUCTED ON JULY 27, 2020.
 4. SOURCES OF TOPOGRAPHIC AND HYDROGRAPHIC DATA SURVEY BY FORTIN, LEAVY, SKILES, INC. IN COMPLIANCE WITH THE REQUIREMENTS OF PERMIT NO. DA-796.
 5. SHW IS TO BE SURVEYED AND STAKED IMMEDIATELY PRIOR TO SAND PLACEMENT. THE WORK AREA SHALL REMAIN VISIBLY STAKED DURING CONSTRUCTION. IF ANY MATERIAL RUNS OFF INTO THE JURISDICTIONAL AREA, THE CONTRACTOR SHALL CEASE OPERATION AND MAKE SURE THAT IT DOES NOT CAUSE ANY EVIDENCE FROM DERM PRIOR TO REINITIATING WORK. ALL SAND IS TO BE PLACED UPLANDWARD OF THE SWH.
 6. THE BEACH FILL WORK IS BEING DONE PURSUANT TO THE PROJECT DESCRIPTION, CONDITIONS AND APPROVED PLANS UNDER FDSP CCCL PERMIT NO. DA-796. ALL FILL MATERIAL PLACED MUST MEET THE SPECIFICATIONS/Criteria OF SUBSECTION 628-33.005(7), F.A.C.
 7. VEGETATION LINE APPROXIMATE. A MINIMUM 2-FOOT BUFFER IS REQUIRED BETWEEN THE SAND PLACEMENT AREA/EQUIPMENT OPERATIONS AND THE WATERWARD DUNE VEGETATION EDGE. CONTRACTOR SHALL INSTALL VEGETATION SCREEN PRIOR TO COMMENCEDMENT OF WORK. PRE-CONSTRUCTION DUNE CONDITIONS ARE TO BE PHOTO-DOCUMENTED, AND THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY NONVERTICAL DUNE, TOPOGRAPHIC OR OTHER VEGETATION DAMAGE.
 - B. SAND WILL BE TRANSPORTED FROM THE UPLAND MINE TO BEACH FILL AREA THROUGH A CITY APPROVED ACCESS AREA LOCATED IN SOUTH CITY BEACH PARK.



521 OCEAN BOULEVARD CONCEPTUAL BEACH FILL PLAN CONCEPTUAL BEACH FILL LAYOUT - PLAN (2 OF 4)		Date: 2020-09-15 Drawn by: MAF/10463-100 Checked by: JTD Project No.: 2020-09-15-00153 Permit No.: 2020-09-15-00153	
		Project Name: 521 OCEAN BOULEVARD Project Location: 521 OCEAN BOULEVARD, MIAMI BEACH, FL 33139 Project Description: BEACH FILL	
DRAFT		Sheet Reference No. C-102 INDEX: 2 OF 5	

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING



521 OCEAN BOULEVARD
CONCEPTUAL BEACH FILL PLAN
LAYOUT - PLAN (4 OF 4)

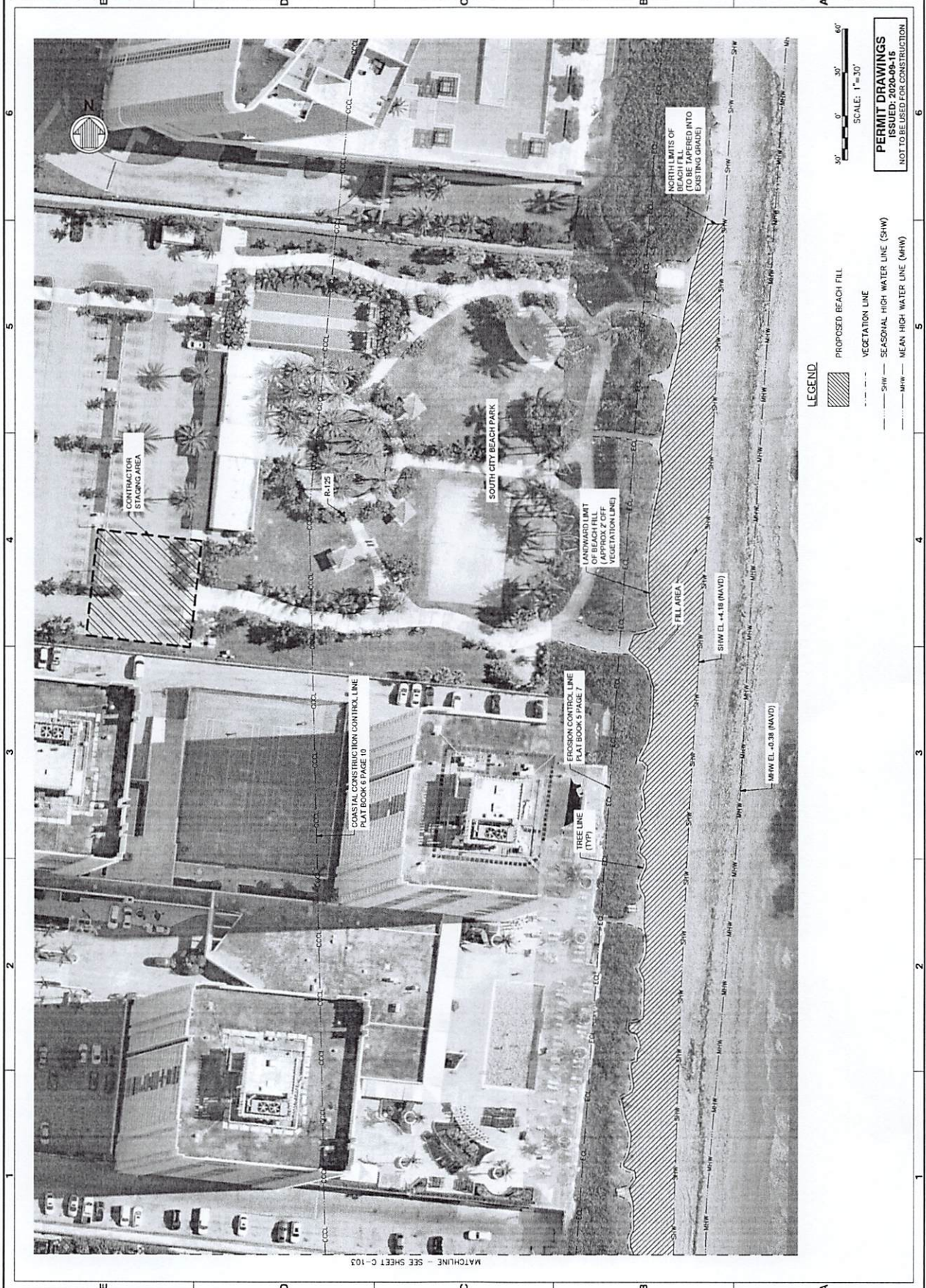
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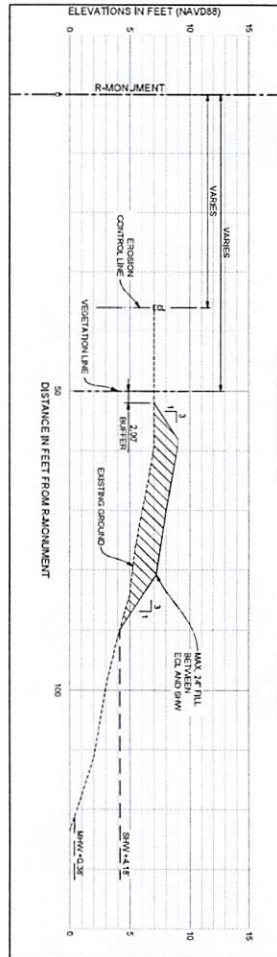
Sheet
Reference No.
C-104
INDEX: 4 OF 5

DATE: 09-15-2020
DRAWN BY: J. L. B. 10477
CHECKED BY: J. L. B. 10477
DATE: 09-15-2020
PROJECT NO.: 2020-09-15

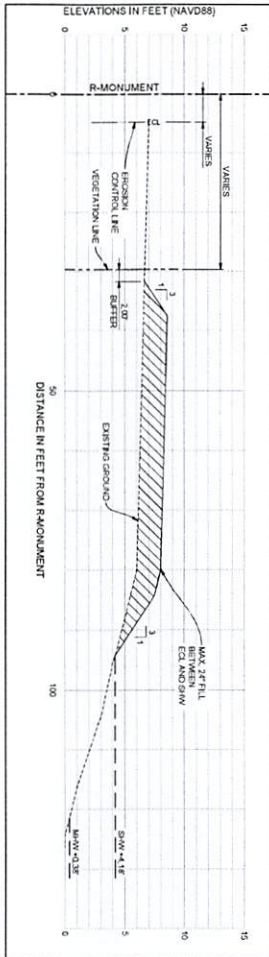
PROJECT & LOCATION
521 OCEAN BOULEVARD, ST. LOUIS
2020-09-15

PROJECT & LOCATION
521 OCEAN BOULEVARD, ST. LOUIS
2020-09-15





SECTION - TYPICAL FILL (NARROW AREAS)
HORIZ SCALE: 1"=10', VERT SCALE: 1"=5'



SECTION - TYPICAL FILL (WIDE AREAS)
HORIZ SCALE: 1"=10', VERT SCALE: 1"=5'



PERMIT DRAWINGS
ISSUED: 2020-09-15
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

DRAFT Sheet Reference No. C-301 INDEX: 5 0' 5	 2937 NW 27TH AVE., STE 101A COVINGTON, MISSISSIPPI 39423 MOBILE OFFICE: 200-230-1924 FL 48 #4877	Designed by: AEW	Date: 2020-09-15	521 OCEAN BOULEVARD CONCEPTUAL BEACH FILL PLAN CONCEPTUAL BEACH FILL LAYOUT - TYPICAL SECTIONS	<table border="1"> <thead> <tr> <th>Rev</th> <th>Description</th> <th>Date</th> <th>Appr</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Rev	Description	Date	Appr																																								
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Reviewed by: TCB	Submitted by: MOFFATT & NICHOL	Drawing Scale: AS SHOWN	Plot Scale: 1"=5' (SHEET)																																														