BACKGROUND MATERIALS

Private Agreement Approved between Marina Grande property Owners Association and the proposed developer “Seven Kings”.

AGREEMENT FOR CONDITIONS OF DEVELOPMENT

THIS AGREEMENT FOR CONDITIONS OF DEVELOPMENT ("Agreement") is entered into this 28 day of AUGUST, 2017, by and between the Marina Grande Riviera Beach Condominium Association, Inc., a Florida corporation not-for-profit, ("Association") and Seven Kings Holdings, Inc., ("Seven Kings") and in furtherance thereof the parties state as follows:

WHEREAS, Seven Kings has applied for site plan approval with the City of Riviera Beach ("City") for the development of the property commonly referred to as the "Crab Pot" parcel, the application of which being referred to by the City as Application/Case Number SP-16-18 and a copy of such proposed site plan is attached hereto as Exhibit "A" and made a part hereof ("Site Plan"); and

WHEREAS, the Association has concerns about the proposed development and the parties desire to mutually agree on accommodating such concerns by and through this Agreement; and

WHEREAS, the Association is agreeable to supporting the proposed Site Plan, and its approval by the City of Riviera Beach, upon Seven Kings's agreement to the conditions set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to establish development conditions for the proposed Site Plan and subsequent use of the property, proposed restaurant and related facilities to be located thereon.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein in their entirety.

2. Seven Kings hereby agrees that, notwithstanding anything to the contrary in the Site Plan development approvals or City of Riviera Beach codes, Seven Kings will operate the restaurant to be constructed on the subject property pursuant to the Site Plan ("Restaurant") subject to the following conditions:

A. HOURS OF OPERATION: Kitchen service (e.g. serving of food) and bar service (e.g. serving of drinks) shall be restricted to the following hours of operation: 11:00 a.m. to 10:00 p.m., Sunday through Thursday, and 11:00 a.m. to 11:00 p.m., Friday and Saturday. Deliveries, cleaning, food preparation and other services may be conducted outside of these hours of operations. Nothing herein shall prohibit Seven Kings from opening later or closing earlier than the times set forth herein.

B. PARKING: Seven Kings agrees to implement, if and as may be needed, a valet parking plan for the Restaurant operations. Seven Kings further agrees to limit its use of the

Marina Grande parking garage to no more than eight (8) key employees, which eight (8) employees will be issued bar code stickers, access cards or fobs, as then used by the Association, and will provide the Association with the names of such employees together with vehicle information, similar to, but without additional requirements or in a discriminatory manner, what is required of other permitted users of the Marina Grande parking garage ("Limitation"). Such Limitation shall not include individuals that may have a right to park within the Marina Grande parking garage unrelated to the Restaurant, including, by way of example and not limitation, marina customers, Marina Grande owners and renters, and their respective guests and invitees.

C. NOISE: Seven Kings shall comply at all times with the City of Riviera Beach's sound ordinance. In addition, unless otherwise agreed to by the Marina Grande's Board of Directors, Seven Kings shall only have live amplified music on Saturdays, Sundays and nationally recognized holidays, which live amplified music shall cease by 7 p.m. each such night; provided however that Seven Kings shall be permitted to "pipe-in" and play background music (e.g. music played over a sound system) during the hours of operation established in Paragraph 2.A. above. Seven Kings shall use its best efforts to direct the use of amplifiers and speakers away from the Marina Grande residential towers, knowing that doing otherwise would most likely result in a violation of the City of Riviera Beach's sound ordinance.

D. ACCESS FROM MARINA GRANDE: Seven Kings acknowledges that Marina Grande currently has installed a fence along the existing bulkhead and adjacent to the property line separating the subject property and the Marina Grande residential towers. Seven Kings agrees to allow Marina Grande to maintain and modify, as necessary, the fence in order to prevent Restaurant patrons from accessing the seawall behind the Marina Grande residential towers. Furthermore, in the event Marina Grande desires to install a secure access gate in the fence for the exclusive use of residents and tenants of the Marina Grande residential towers, and their guests and invitees, direct access to the Restaurant, Seven Kings agrees to a one-time contribution for up to two (2) gates, with one gate to be located on or adjacent to the existing bulkhead and one gate located adjacent or near the northwest corner of the Restaurant property line in a mutually agreeable location. Any modification to the fence required for the gates, anything additional to be added or installed to such gates, by way of example but not limitation, a key fob or other security system and electrical service, and any maintenance required to the fence or gate(s) shall be at Marina Grande's expense. Each party agrees to work with the other party to develop a mutually agreed upon controlled entrance system for such gates so as to ensure no access to or from the Restaurant to Marina Grande after hours. In addition to residents, tenants and guests of Marina Grande, Marina Grande agrees to allow access through such gate, by way of a key fob or other security system used by Marina Grande, to the eight (8) key employees noted in Paragraph 2.B. above. Notwithstanding anything the contrary herein, Seven Kings reserves the right to limit or otherwise restrict anyone, at any time, access to the Restaurant property, including through such gates, in Seven Kings's sole discretion for bad or inappropriate behavior or for other similar business reasons.

E. SECURITY: Seven Kings agrees to install security cameras on the subject property and to work with Marina Grande security to coordinate efforts for the safety and security of both properties.

F. GARBAGE/DUMPSTER: Seven Kings agrees to fully enclose the proposed dumpster and will schedule pick-ups for no less than three (3) days per week.

G. AFTER HOURS USE OF DOCK: As part of Seven Kings's closing process of the Restaurant each night, Seven Kings shall have an employee walk the dock associated with the Restaurant in order to prohibit Restaurant patrons from traversing of the dock or staying aboard vessels until the Restaurant opens for business the following day.

3. In consideration of Seven Kings's agreement to operate the Restaurant pursuant to the Site Plan, development approvals and the conditions set forth herein, the Association will support the Site Plan, Restaurant and the City of Riviera Beach's approval of same, including the Association or its legal representative, attending all public meetings in consideration of the Site Plan and verbally expressing support for same. Furthermore, the Association hereby consents to, is estopped from objecting against and agrees not to interfere with, directly or indirectly, the construction and operation of the Restaurant, and accessory uses, so long as such uses are in compliance with this Agreement and the codes and ordinances of the City of Riviera Beach.

4. This Agreement has been mutually negotiated by the parties and this Agreement shall not be construed more strictly against either party by virtue of which party prepared this Agreement.

5. This Agreement embodies the whole agreement of the parties hereto and there are no promises, terms, conditions or obligations other than those herein contained. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

6. No amendment, addendum, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

7. Agreement shall be governed by the laws of the State of Florida, with venue being exclusively in Palm Beach County, Florida. In connection with any dispute arising under, from, or as a result of this Agreement, the parties agree that the prevailing party shall be entitled to recover all fees, costs or expenses incurred at, and through, all trial and appellate levels, including reasonable attorneys' fees, court costs, filing fees and related costs and fees.

8. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BETWEEN THE PARTIES, INCLUDING BUT NOT LIMITED TO ANY AND ALL CAUSE OR CAUSES OF ACTION, DEFENSES, COUNTERCLAIMS, CROSS CLAIMS OR THIRD PARTY CLAIMS, AND WHETHER SOUNDING IN CONTRACT, TORT, EQUITY, OR

OTHERWISE REGARDLESS OF WHETHER SUCH CAUSE OR CAUSES OF ACTION, DEFENSES, COUNTERCLAIMS, CROSS CLAIMS OR THIRD PARTY CLAIMS ARE BASED UPON OR ARISE OUT OF, UNDER, OR ARE RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, OUT OF ANY ALLEGED CONDUCT OR COURSE OF CONDUCT, DEALING OR COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR OTHERWISE.

9. Any notice required or permitted to be given by the terms of this Agreement or under any applicable law by either party shall be in writing and shall be either hand delivered, e-mailed, sent by reputable overnight delivery or sent by certified mail, postage prepaid, return receipt requested. Such written notice shall be deemed received when actually received by the recipient, as evidenced by such transaction receipt as normally available for such delivery method, or upon the recipient's refusal of delivery.

10. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstances shall, at any time to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.

11. Neither Seven Kings's nor the Association's failure to insist upon strict adherence to any provision or covenant of this Agreement on any occasion shall not be deemed a waiver or deprive Seven Kings or the Association of their rights thereafter to insist upon strict adherence to that provision, or covenant or any other provision, or covenant of this Agreement. A waiver of any provision or covenant hereof shall not operate or be construed as a continuing waiver thereof or as a waiver or any other similar or dissimilar provision or covenant.

12. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

13. This Agreement shall not be recorded in the public records.

14. This Agreement shall take effect upon the City's approval of the Site Plan and shall run with and be binding upon the Site Plan and future benefiting parties to same. In the event the Site Plan is not approved, for any reason, this Agreement shall automatically be null and void.

(Remainder of page intentionally left blank; signature page follows)

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

Marina Grande Riviera Beach Condominium Association, Inc., a Florida not-for-profit corporation

By: Rick Moccia
Its: PRESIDENT

Seven Kings Holdings, Inc., a Florida corporation

By: Raymond E. Gross Jr.
Its: President