

This instrument prepared by:
Robert C. Reid, Esq.
Bryant Miller Olive P.A.
1545 Raymond Diehl Road, Suite 300
Tallahassee, Florida 32308

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (the "Assignment") is made as of this 8th day of November, 2021, (the "Effective Date") by and between **Riviera Beach Event Center, LLC**, a Florida limited liability company ("Assignor"), having an office at 2001 Broadway, Suite 300, Riviera Beach, Florida 33404, and **Riviera Beach Community Redevelopment Agency**, a public body corporate and politic ("Assignee"), having an office at 600 W. Blue Heron Blvd., Suite C-225, Riviera Beach, Florida 33404.

RECITALS

A. Assignor is the Lessee under that certain Ground Lease with the City of Riviera Beach, a Florida municipal corporation, as Lessor ("Ground Lessor"), and Assignor, as Lessee, dated as of July 2, 2014, as amended by the First Amendment to Ground Lease dated as of June 6, 2016 (collectively the "Ground Lease"), whereby Ground Lessor leased to Assignor, and Assignor leased from Ground Lessor all of the land described in **Exhibit "A"** attached hereto and by reference made a part hereof (subject to all conditions and restrictions of record which are set forth in the Ground Lease), together with all improvements, appurtenances and easements specifically granted to the Assignor (hereinafter collectively referred to as the "Premises").

B. Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in, to and under the Ground Lease and the leasehold estate created by thereby (the "Leasehold Estate").

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following terms and provisions:

Terms

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into this Assignment.

2. **Assignment of Lease.** Assignor hereby assigns, transfers, conveys and sets over unto Assignee and Assignee's successors and assigns, all of Assignor's right, title and interest in, to and under the Ground Lease and the Leasehold Estate, to have and to hold the same from the Effective Date and for the remainder of the term of the Lease, and any renewals or extensions of the Ground Lease, together with:

(i) all leasehold buildings, fixtures and improvements located in or upon the Premises; and

(ii) all easements, privileges, hereditaments, tenements and appurtenances belonging to or benefitting the Leasehold Estate.

3. Warranties and Covenants of Assignor. Assignor represents, warrants and covenants as follows:

(i) the Lease has not been amended or modified and is in full force and effect;

(ii) there is no existing default by Assignor under the Ground Lease, and to the knowledge of Assignor, no state of fact exists which with the passage of time and/or the giving of notice would constitute a default by Assignor under the Ground Lease; Assignor has not received any notices from Ground Lessor claiming a default by Assignor in the performance of its obligations under the Ground Lease;

(iii) Assignor has fully performed all of its obligations under the Ground Lease with respect to the construction of leasehold improvements and has not otherwise made any improvements, alterations and/or repairs to the Premises except in accordance with the terms and conditions of the Ground Lease (including obtaining Landlord's consent to same to the extent such consent is required under the terms and conditions of the Ground Lease);

(iv) Assignor has the power and capacity to enter into, perform and deliver this Assignment, and the execution and delivery of this Assignment has been duly authorized by all necessary action of Assignor;

(v) Assignor has not made any previous assignments, conveyances or transfers of the Ground Lease and/or the Leasehold Estate; and

(vi) Assignor has not exercised any options to purchase or other similar rights set forth in the Ground Lease.

4. Warranties and Covenants of Assignee. Assignee represents, warrants and covenants that it has the power and capacity to enter into, perform and deliver this Assignment, and that the execution of this Assignment has been duly authorized by all necessary action of Assignee.

5. Assumption. Assignee hereby assumes all the covenants, agreements, obligations and liabilities of the Assignor under the Ground Lease, and agrees to perform all covenants, stipulations, agreements and obligations of the Lessee under the Ground Lease, which accrue from and after the Effective Date (collectively, the "Assumed Obligations").

6. Indemnification by Assignee. Assignee agrees to and does indemnify and hold Assignor harmless from and against any and all claims, actions, causes of action, demands, damages, losses, costs and expenses of any nature, including, without limitation, reasonable attorneys' fees and court costs through the trial and all appellate levels (collectively, "Claims"), arising out of Assignee's failure to perform or fulfill any of the Assumed Obligations.

7. Indemnification By Assignor. Assignor agrees to and does indemnify and hold Assignee harmless from and against any and all Claims arising out of any default by Assignor under the Lease which accrued prior to the Effective Date.

8. Notices. All notices, demands and requests which are required or desired to be given by either party to the other under this Assignment shall be in writing and shall be sent by United States registered or certified mail and deposited in a United States post office, return receipt requested and postage prepaid or by a courier or recognized overnight delivery service to other party at the following addresses, or at such other addresses as Assignor or Assignee may specify in accordance with this Section:

If to Assignor:

Riviera Beach Event Center, LLC
2001 Broadway, Suite 300
Riviera Beach, Florida 33404
Attention: Jonathan Evans

If to Assignee:

Riviera Beach Community Redevelopment Agency
600 W. Blue Heron Blvd., Suite C-225
Riviera Beach, Florida 33404__
Attn: Executive Director

9. Brokerage. Both Assignor and Assignee represent that no broker, salesman, or finder, or other person had any part, or was instrumental in any way, in bringing about this Assignment. If a claim for brokerage in connection with this Assignment is made by any broker, salesman, or finder claiming to have dealt through or on behalf of one of the parties (the "indemnitor"), the indemnitor agrees to indemnify, defend and hold harmless the other party and Ground Lessor under the Ground Lease (jointly, the "indemnities") from and against any claims made by any broker or other person for a brokerage commission, finder's fee, or similar compensation, by reason of or in connection with this Assignment, and any loss, liability, damage, cost and expense (including, without limitation, reasonable attorneys' fees) in connection with such claims.

10. Complete Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties related to the subject matter of this Assignment which are not fully expressed in this Assignment. This Assignment cannot be changed or terminated orally or in any manner other than by a written agreement executed by both parties.

11. Binding Effect. The provisions of this Assignment shall extend to, bind, and inure to the benefit of, Assignee and Assignor and their respective legal representatives, successors, and assigns.

12. Further Assurances. From and after the execution and delivery of this Assignment, each party will execute and deliver such instruments and will take such actions as the other may

reasonably request to give effect to the assignment and assumption of the Ground Lease and the Leasehold Estate as contemplated hereby. Further, Assignee shall take any action reasonably requested by Assignor or the Ground Lessor to secure Assignor's release from all obligations and liabilities under the Ground Lease accruing after the Effective Date.

13. Counterparts. This Assignment may be executed by the parties in counterparts, each of which shall be an original but, when taken together, shall be deemed to constitute a single instrument.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties have executed this Assignment the day and year first above written.

Signed, sealed and delivered
in the presence of:

Assignor:

**RIVIERA BEACH EVENT CENTER,
LLC**, a Florida limited liability company

By: Riviera Beach CDE, Inc., a Florida not-
for-profit corporation, its sole member and
manager

Name: _____

By: _____
Name: Jonathan Evans
Title: President

Name: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of November, 2021, by Jonathan Evans, as President of
Riviera Beach CDE, Inc., a Florida not-for-profit corporation, the sole and managing member of
Riviera Beach Event Center, LLC, a Florida limited liability company, who is personally known
to me, or who has produced _____ as identification and who did/did not take an oath.

Notary Public
My commission expires:

Assignee:

**RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY**, a public
body corporate and politic

Name: _____

Name: _____

By: _____
Name: _____
Its: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of November, 2021, by _____, as
[Chairperson][Executive Director] of Riviera Beach Community Redevelopment Agency, a public
body corporate and politic, who is personally known to me, or who has produced _____
as identification and who did/did not take an oath.

Notary Public
My commission expires:

ACKNOWLEDGMENT OF CITY OF RIVIERA BEACH

The undersigned, on behalf of the City of Riviera Beach, a Florida municipal corporation, the ground lessor under the Ground Lease, hereby acknowledges this Assignment and Assumption of Ground Lease and consents to the assignment of the Ground Lease to Riviera Beach Community Redevelopment Agency.

Dated as of November __, 2021

CITY OF RIVIERA BEACH

By: _____
Mayor

Attest:

City Clerk

[SEAL]

Exhibit "A"

LEGAL DESCRIPTION OF REAL PROPERTY

PORTIONS OF LOTS 1 THROUGH 7, INCLUSIVE, BLOCK 1, AND A PORTION OF THE PARK LYING EAST OF SAID BLOCK 1, ALL AS SHOWN ON RIVIERA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 90 AND 91 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GRAND VIEW PLACE NORTH, A 30-FOOT RIGHT-OF-WAY, NOW VACATED AND ABANDONED PER CITY OF RIVIERA BEACH, FLORIDA, ORDINANCE No. 4041 AND RECORDED IN OFFICIAL RECORDS BOOK 26682, PAGE 721 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY, AND TOGETHER WITH A PORTION OF THE FILLED IN LANDS OF LAKE WORTH LYING IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE "RESERVED" AREA, INLET GROVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 14 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID "RESERVED" AREA, SOUTH 88°09'50" EAST A DISTANCE OF 5.13 FEET; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF AVENUE C (PLATTED AS OAK STREET NORTH), A 40-FOOT RIGHT-OF-WAY, SOUTH 01°03'56" WEST A DISTANCE OF 35.01 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, SOUTH 89°10'03" EAST A DISTANCE OF 91.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'03" EAST A DISTANCE OF 205.16 FEET; THENCE SOUTH 00°45'31" WEST A DISTANCE OF 161.07 FEET; THENCE NORTH 89°14'29" WEST A DISTANCE OF 206.02 FEET; THENCE NORTH 01°03'49" EAST A DISTANCE OF 161.33 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 33,141 SQUARE FEET (0.7608 ACRE), MORE OR LESS.