

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY
FAÇADE AND BUSINESS SITE IMPROVEMENT PROGRAM GRANT AGREEMENT**

THIS FAÇADE AND BUSINESS SITE IMPROVEMENT PROGRAM GRANT AGREEMENT (the “Agreement”) is made and entered into this 18th day of November, 2025, by and between the Pompano Beach Community Redevelopment Agency, a public body corporate and politic, under Part III, Chapter 163, Florida Statutes, 501 Dr. Martin Luther King Jr. Boulevard, Pompano Beach, FL 33060 (the “CRA”), and Shermar’s Creative Kitchen LLC D/B/A Big Daddy Conch Restaurant and Grill with an address 361 NW 27th Avenue, Atlantic Boulevard, Pompano Beach, FL 33069 (the “GRANTEE”).

WITNESSETH:

WHEREAS, the CRA undertakes activities for redevelopment and to remedy blight in the community redevelopment areas of the City of Pompano Beach; and

WHEREAS, in furtherance of its goals, the CRA adopted redevelopment incentive programs to provide grants to eligible recipients; and

WHEREAS, the GRANTEE is a tenant in the property in the Pompano Beach Redevelopment Area, and has applied for a grant under the Façade and Business Site Improvement Program; and

WHEREAS, the CRA wishes to enter into an Agreement with the GRANTEE to provide a grant for property improvement and to define the relationship between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the value of which is hereby acknowledged by both parties, the parties agree as follows.

SECTION 1. RECITALS

The recitals set forth above are incorporated herein and made a part of this Agreement.

SECTION 2. THE PROPERTY

2.1 The Property is owned or leased by GRANTEE. The property is located at **361 NW 27th Avenue, Atlantic Boulevard, Pompano Beach, FL 33069** legally described as:

33-48-42 N 50 OF S1/2 OF N2/5 OF NE1/4 OF SE1/4 OF SW1/4 LESS W 550 & E 25 THEREOF, AKA LOT 1044 CC TOG/W THAT POR OF S1/2 OF N2/5 OF NE1/4 OF SE1/4 OF SW1/4 OF SEC 33-48-42 LESS N 50 & W 550 & LESS E 25 & S 25 THEREOF & LESS ANY POR LYING IN R/W FOR NW 3 ST & NW 27 AVE, AKA LOT 1045 CC AKA: SIZEABLE PLAZA

Parcel Identification Number: 4842 33 04 6670

2.2 GRANTEE shall provide proof of long-term lease or ownership of the Property and the status of the business, satisfactory to CRA, prior to disbursement of any funds by CRA.

SECTION 3. THE GRANT

- 3.1 The CRA hereby awards GRANTEE a sum not to exceed fifty thousand 00/100 Dollars (\$50,000) (the "Grant"). The full amount of the Grant shall be used solely for exterior renovations to the Property. The use of all funds shall be governed by the Application and Scope of Work attached and incorporated herein as composite Exhibit "A" (the "Scope of Work").
- 3.2 The CRA's obligation is limited to awarding the Grant. The CRA does not assume any liability for GRANTEE'S personnel decisions, business decisions or policies, including but not limited to the hiring of staff, paying of staff salaries or the expenditure of overhead costs.
- 3.3 Changes in the use of the Grant proceeds or amendments to the project's budget must be approved, in writing, by the CRA's Executive Director. Requests for changes must be in writing by the GRANTEE to the CRA Executive Director and include a detailed justification for the request.
- 3.4 As security for GRANTEE'S performance hereunder, GRANTEE shall, at the discretion of the CRA's Executive Director, execute a Promissory Note, a Mortgage and Security Agreement, a Restrictive Covenant and/or a Guaranty in favor of CRA (the "Grant Documents"), all of which shall be cancelled upon full compliance with the terms of said documents by GRANTEE. The Restrictive Covenant shall provide that the property may not be sold or transferred by the GRANTEE for a period of two years.
- 3.5 All disbursements of the Grant proceeds shall be made on a reimbursement basis according to the "Project Overview" outlined in Exhibit "A". Grant funds may be used solely for interior leasehold improvements to The Property and are subject to the CRA's receipt of documentation establishing prior payment by the GRANTEE of improvements, including receipts, invoices, canceled checks, and such other documents as the CRA may require. The submissions for reimbursements must be submitted to the CRA Executive Director and shall include a letter summarizing the funding request. Disbursements of the Grant proceed may be made on a reimbursement basis or paid directly to the Service Provider, in accordance with the Scope of Work and provided applicant first approves of payment to Service Provider.

SECTION 4. INSURANCE

- 4.1 The Grant awarded to GRANTEE is subject to the following Insurance requirements:
 - 4.1.1 The CRA's receipt of an original certificate of insurance for the following forms of insurance:

- 4.1.2 Worker's Compensation insurance for all employees of the GRANTEE, as required by Chapter 440, Florida Statutes, as may be amended from time to time.
- 4.1.3 General Liability insurance annually in an amount not less than \$300,000 combined single limits per occurrence for bodily injury and property damage which lists the CRA as an additional insured.
- 4.1.4 The insurance coverage required must include those classifications listed in standard liability insurance manuals, which most nearly reflect the operations of the GRANTEE.
- 4.1.5 Companies issuing all insurance policies required above must be authorized to do business under the laws of the State of Florida, with the following qualifications:
- 4.1.6 The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance and be a member of the Florida Guaranty Fund;
- 4.1.7 Certificates of Insurance must provide that the GRANTEE will make no material adverse change, cancellation, or non-renewal of coverage without thirty (30) days advance written notice to the CRA.

SECTION 5. SCOPE OF WORK

- 5.1 Grantee shall use funds provided in accordance with the Scope of Work.
- 5.2 Any amendments to composite Exhibit "A" desired by GRANTEE shall be submitted in writing to the CRA Executive Director. Amendment must be accompanied by written justification and must be approved by the CRA Executive Director in writing before the amendment becomes effective.

SECTION 6. TERM, COMMENCEMENT AND COMPLETION DATES

- 6.1 The effective date of this Agreement shall be the date of execution by the last of the parties.
- 6.2 The term of this Agreement shall be for twenty-four (24) months from the effective date (the "Term").
- 6.3 Work provided in the Scope of Work shall not commence before the effective date. GRANTEE shall obtain a Building Permit within six (6) months of the effective date and commence construction within twelve (12) months of the effective date. The work shall be fully completed not later than 60 days prior to the end of the Term.

SECTION 7. RECORDS

- 7.1 INSPECTION. All of GRANTEE'S books and records and documents related to the grant must be made available for inspection and/or audits by the CRA and any other organization conducting reviews for the CRA upon 24 hours notice throughout the Term of this Agreement and in accordance with Chapter 119, Florida Statutes. In addition, GRANTEE must retain all records related to the grant in proper order for at least three (3) years following the expiration of the Agreement. The CRA shall have access to such records, for the purpose of inspection or audit during the three (3) years period. This Section shall survive the expiration of this Agreement

SECTION 8. SPECIAL CONDITIONS

- 8.1 CESSATION OF OCCUPANCY OR OWNERSHIP. In the event the GRANTEE sells, ceases to own or occupy the Property during the Restrictive Period provided in the Restrictive Covenant associated herewith, or, in the absence of a Restrictive Covenant, two years from the date of completion of improvements, GRANTEE shall repay the full amount of the grant to the CRA and any un-advanced portion of the Grant shall be retained by the CRA. The determination that GRANTEE has sold, ceased to own or occupy the Property shall be made solely by the CRA. Additionally, sale, cessation of ownership or occupancy constitutes an event of default for which all other default provisions of this Agreement shall apply, including but not limited to those provided in Section 9 below. This provision shall survive termination or expiration of this agreement.
- 8.2 MATERIAL CHANGE OF CIRCUMSTANCES. GRANTEE shall immediately notify the CRA of any material change of circumstances of the project. For the purpose hereof, material change of circumstances shall include, but not be limited to, the failure of the GRANTEE to diligently and actively pursue commencement or completion of the Scope of Work, failure to fulfill the terms of this agreement or the other Grant Documents, cessation of occupancy, sale or transfer of ownership of the business or the property, voluntary or involuntary bankruptcy or an assignment for the benefit of creditors. A material change of circumstances shall constitute a default under this agreement for which the CRA shall have the right to pursue any remedy provided in this agreement or the other Grand Documents, or by law or in equity.
- 8.3 ASSIGNMENT. GRANTEE shall not assign, transfer, or otherwise dispose of any of its rights or obligations under this Agreement without prior written consent of the CRA.
- 8.4 RULES, REGULATIONS AND LICENSING REQUIREMENTS. GRANTEE and its staff must possess the licenses and permits required to conduct its affairs including federal, state, city and county. In addition, GRANTEE shall comply with all, laws, ordinances and regulations applicable to carrying out the Scope of Work including, but not limited to, conflicts of interest, building, zoning, land and property use regulations.

- 8.5 PERSONNEL. GRANTEE shall notify the CRA of all changes in personnel within five (5) working days of the change. All personnel of the GRANTEE are solely employees of the GRANTEE and not employees or agents of the CRA.
- 8.6 INDEMNIFICATION. GRANTEE shall indemnify and hold harmless the CRA and the City of Pompano Beach, Florida, and their Board or Commission members, employees or agents from any claims, liability, losses and causes of action that may arise out of any activity related to this Agreement or GRANTEE'S use of the funds. GRANTEE will pay all claims and losses of any nature related to this Agreement or GRANTEE'S use of the funds, and will defend all suits, in the name of the CRA when applicable, and will pay all costs and judgments that may issue from it, except those caused by the sole negligence of CRA employees or officers. The GRANTEE recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the CRA in support of the obligation in accordance with the laws of the State of Florida. Nothing herein shall be construed to waive any of the CRA's or the City's rights set forth in Section 768.28, Florida Statutes. This paragraph shall survive the termination of this Agreement. Nothing contained in this Agreement shall be deemed a waiver of sovereign immunity by the CRA or the City.
- 8.7 NOTICES. All notices required in this Agreement if sent to the CRA shall be mailed to:

Pompano Beach Community Redevelopment Agency
501 Dr. Martin Luther King Jr. Boulevard
Suite 1
POMPANO BEACH, Florida 33060
Attn: Executive Director

And to:

Pompano Beach City Attorney's Office
100 W. Atlantic Blvd.
P.O. Box 1300
Pompano Beach, Florida 33060

All written notices if sent to the GRANTEE shall be mailed to the address in paragraph one of page one above.

- 8.8 NONDISCRIMINATION. GRANTEE represents and warrants to the CRA that GRANTEE does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with GRANTEE'S performance under this Agreement on account of race, gender, religion, color, age, disability, national origin, marital status, familial status, sexual orientation or political affiliation. GRANTEE further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or

national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

- 8.9 ADA REQUIREMENTS. GRANTEE must meet all the requirements of the Americans With Disabilities Act (ADA), which includes posting a notice informing GRANTEE'S employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.
- 8.10 INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, the GRANTEE shall be and act as an independent contractor. At no time shall GRANTEE be considered an agent or partner of the CRA.
- 8.11 COSTS. GRANTEE shall obtain and pay for all permits, licenses, federal, state and local taxes chargeable to its operation.
- 8.12 ENTIRE AGREEMENT. This Agreement expresses the entire agreement of the parties and no party shall be bound by any promises or representations, verbal or written, made prior to the date hereof which are not incorporated herein.
- 8.13 MODIFICATION. This Agreement may not be modified, except in a writing signed by all parties hereto.
- 8.14 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and all legal actions necessary to enforce the Agreement shall be held in Broward County, Florida, or, if Federal, said action shall be brought in the Southern District of Florida. If any legal action or other proceeding is brought for the enforcement of this Agreement, the successful prevailing party or parties shall be entitled to recover reasonable attorneys' fees and court costs.
- 8.15 WAIVER OR BREACH. It is hereby agreed by the parties that no waiver or breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any covenant.
- 8.16 PLEDGES OF CREDIT. GRANTEE shall not pledge the CRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.
- 8.17 SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- 8.18 SUCCESSORS AND ASSIGNS. The GRANTEE binds itself and its partners, successors, executors, administrators and assigns to the CRA, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA which may be a

party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the GRANTEE

- 8.19 AGENTS. Should a GRANTEE choose to engage the services of an agent (individual or company) to assist/represent applicant in this aspect of the process, the expenses for the agent's service will be borne by the GRANTEE. Such expenses are not reimbursable under the terms of any of the CRA's incentive programs. CRA funds cannot be applied to services other than architecture, engineering, etc. related to the construction of the interior or exterior of the building. The CRA hereby represents and warrants that the CRA has dealt with no Agent and GRANTEE agrees to hold CRA harmless from any claim or demand for commissions made by or on behalf of any agent or representative of GRANTEE in connection with this application for improvements to GRANTEE'S property.

SECTION 9. DEFAULT AND REMEDIES.

- 9.1 GRANTEE'S DEFAULT. GRANTEE'S failure to comply with any of the provisions of this Agreement, or sale of the Property by Owner shall constitute a default upon the occurrence of which the CRA may, in its sole discretion, (i) withhold, temporarily or permanently, all, or any unpaid portion of the grant upon giving written notice to GRANTEE, and/or (ii) terminate this Agreement and demand a full refund of the Grant. Upon default as provided herein the CRA shall have no further obligations to GRANTEE under this Agreement.
- 9.2 REPAYMENT OF FUNDS. GRANTEE shall repay the CRA for all unauthorized, illegal or unlawful expenditure of funds, including unlawful and/or illegal expenditures discovered after the expiration of this Agreement. GRANTEE shall also reimburse the CRA in the event of default hereunder, in the event any funds are lost or stolen, if work was not completed as provided in the Scope of Work and the budget attached hereto as composite Exhibit "A" or the Property is sold or vacated by GRANTEE. Any portion of the grant which is to be repaid to the CRA shall be paid by delivering a cashier's check for the total amount due, payable to the Pompano Beach Community Redevelopment Agency, within thirty (30) days of the CRA'S demand therefore.
- 9.3 TERMINATION OF THIS AGREEMENT. The CRA Executive Director may terminate this Agreement with or without cause or for its convenience. Termination of this Agreement by the CRA Executive Director shall relieve the CRA of any further obligations hereunder. Such termination shall not release GRANTEE from its obligations under this Agreement including, but not limited to, obligations relating to the completion of activities funded while the Agreement was in effect but not completed prior to the date of termination, or repayment of any funds GRANTEE is obligated to repay.
- 9.4 LIMITATION ON RIGHTS AND REMEDIES. Nothing contained herein shall be construed as limiting or waiving any rights of the CRA to pursue any remedy which may be available to it in law or in equity. Nothing contained herein shall

act as a limitation of the CRA's rights in the event that GRANTEE fails to comply with the terms of this Agreement.

- 9.5 CRA'S DEFAULT. In the event the CRA fails to comply with the terms of this Agreement, GRANTEE shall provide the CRA with notice detailing the nature of the default, whereupon the CRA shall have thirty (30) days within which to initiate corrective actions and ninety (90) days within which to cure the default. Should the CRA fail to cure the default, GRANTEE'S sole remedy is to terminate this Agreement. The effective date of any such termination shall be the date of the notice of termination given by GRANTEE to the CRA.

[REMAINDER INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

GRANTEE

WITNESSES:

Property Owner:
Shermar's Creative Kitchen LLC
D/B/A Big Daddy Conch Restaurant and Grill

Elizabeth Phillips

Print Name: Elizabeth Phillips

Rodrick Phillips

Print Name: Rodrick Phillips

By: Shermond Higgs

Print Name: Shermond Higgs

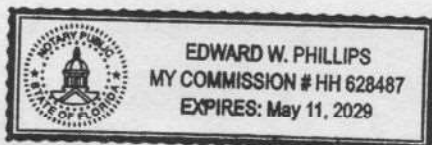
Title: owner

Date: 11-7-2025

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or ☐ online notarization, this 7 day of November, 2025, by Shermond Higgs who is personally known to me or who has produced Drivers License (type of identification) as identification.

NOTARY'S SEAL:



Edward W Phillips
NOTARY PUBLIC, STATE OF FLORIDA

Edward W Phillips
(Name of Acknowledger Typed, Printed or Stamped)

HH 628487
Commission Number

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Print Name: _____

By: _____
Rex Hardin, Chairman

Print Name: _____

By: _____
Gregory P. Harrison, Executive Director

Print Name: _____

ATTEST:

Kervin Alfred, Secretary

EXHIBIT "A"

**SHERMAR'S CREATIVE KITCHEN LLC
D/B/A BIG DADDY CONCH
RESTAURANT AND GRILL
361 NW 27th AVENUE POMPANO
BEACH, FLORIDA 33069**

**FAÇADE & BUSINESS SITE IMPROVEMENT
PROGRAM APPLICATION**

EXECUTIVE SUMMARY
PROJECT OVERVIEW

BIG DADDY'S CONCH RESTAURANT & GRILL
EXTERIOR REDEVELOPMENT PROJECT – CRA SUBMISSION

Property Address: 361 NW 27th Avenue, Pompano Beach, FL 33069

Applicant / Owner: Big Daddy's Conch Restaurant & Grill

Estimated Total Project Cost: \$68,000

CRA Reimbursement Request (80% Eligible Work): \$50,000 (Program Cap)

Owner Contribution (Match + Remainder): \$18,000

1. PROJECT NARRATIVE

The Big Daddy's Conch Restaurant & Grill Exterior Redevelopment Project represents a full transformation of the property's exterior to align with the design, safety, and aesthetic standards set forth by the Northwest Community Redevelopment Agency (CRA). This project will enhance the property's curb appeal, security, and functionality, revitalizing one of the area's key commercial anchors along NW 27th Avenue. All work is exterior, permanent, and directly contributes to eliminating visual blight, improving public safety, and encouraging continued investment in the corridor.

Scope of Work Overview

- Security Cameras (\$5,000) – Installation of exterior-mounted cameras and DVR system for safety and monitoring.
- Brick Pavers & Landscaping (\$9,000) – Installation of decorative pavers, synthetic turf, and tropical plantings to beautify property grounds.
- Additional Parking (Asphalt) (\$9,000) – Expansion of asphalt parking area with striping and grading for improved access.
- Perimeter Fencing (\$6,000) – Decorative metal fencing and access gates for property security and definition.
- Façade & Signage (\$11,000) – Exterior refinishing, painting, and new signage for enhanced visibility.
- Patio Roof Structure (\$8,000) – Construction of covered outdoor dining area with weather-resistant materials.
- Exterior Restrooms & Storage (\$15,000) – ADA-compliant exterior restroom and storage facility to enhance usability and compliance.
- Dumpster Enclosure (\$5,000) – CMU masonry enclosure with metal gates for waste area screening.

2. SOURCES OF FINANCING

Funding Source	Amount (\$)	% of Total	Description / Status
CRA Façade & Business Site Improvement Program	50,000	73.5%	Reimbursement for eligible exterior work (max \$50,000 per address).
Owner Investment (Big Daddy's Conch)	18,000	26.5%	Direct investment to cover remaining project costs.
TOTAL PROJECT FINANCING	68,000	100%	Funding secured for completion.

3. DETAILED BUDGET AND ELIGIBILITY BREAKDOWN

Exterior Improvement Category	Total Cost (\$)	CRA 80% (\$)	Owner 20% (\$)	Eligible	Description
Security Cameras	5,000	4,000	1,000	Yes	Exterior-mounted camera system for safety and monitoring.
Brick Pavers & Landscaping	9,000	7,200	1,800	Yes	Decorative pavers, trees, and turf to enhance curb appeal.
Additional Parking (Asphalt)	9,000	7,200	1,800	Yes	Asphalt paving and striping for access improvement.
Perimeter Fencing	6,000	4,800	1,200	Yes	Decorative fence and gate installation for security.
Façade & Signage	11,000	8,800	2,200	Yes	Exterior refinishing, painting, and signage updates.
Patio Roof Structure	8,000	6,400	1,600	Yes	Covered dining area for shade and aesthetics.

Exterior Restrooms & Storage	15,000	12,000	3,000	Yes	ADA-compliant restroom and storage facility.
Dumpster Enclosure	5,000	4,000	1,000	Yes	Masonry enclosure and gate for waste area concealment
TOTAL PROJECT	68,000	50,000	18,000	100% Exterior	All work meets CRA eligibility standards.

4. PROGRAM COMPLIANCE SUMMARY

All improvements are exterior and fully eligible under Section VI ("Eligible Expenses") of the Northwest CRA Façade & Business Site Improvement Program. The project meets CRA evaluation criteria including visual impact, private investment leverage, and overall district enhancement. CRA reimbursement covers 80% of eligible costs, capped at \$50,000, with the remaining \$18,000 funded directly by the property owner.

5. EXECUTIVE SUMMARY

This project directly supports the CRA's mission to eliminate blight, enhance safety, and foster private reinvestment within the Northwest Redevelopment District. Upon completion, Big Daddy's Conch Restaurant & Grill will feature modernized exterior spaces, improved accessibility, and a safer, more inviting environment for customers and employees alike. The revitalized property will serve as a model for other business improvements along NW 27th Avenue, promoting economic growth and community pride.

- 8.10 Appendix J: Supporting Documents

CONCLUSION

EXECUTIVE SUMMARY

Business Overview

Big Daddy Conch Restaurant & Grill will establish South Florida's premier authentic Bahamian dining destination, combining 30+ years of family culinary heritage with modern restaurant operations. The business will serve traditional Bahamian cuisine with emphasis on fresh seafood, conch preparations, and Caribbean cultural experiences.

Mission Statement

To preserve and celebrate Bahamian culinary heritage while delivering exceptional dining experiences that connect South Florida's diverse community to authentic Caribbean culture and cuisine.

Business Objectives

- **Year 1:** Achieve \$425,000 in revenue with 15% net profit margin
- **Year 3:** Reach \$680,000-\$850,000 revenue with 18-22% net profit margin
- **5-Year Goal:** Establish brand recognition enabling regional expansion

Keys to Success

1. Authentic Bahamian recipes with proven market validation through Shermar's Creative Kitchen
2. Strategic location in gentrifying NW CRA district with limited direct competition
3. Experienced management with documented culinary expertise
4. Diversified revenue streams (dine-in, takeout, catering, events)

Financial Highlights

- **Total Investment Required:** \$125,000
- **Funding Sources:** CRA Grant (\$25,000), Family Investment (\$50,000), Equipment Financing (\$30,000), Working Capital Loan (\$20,000)
- **Break-Even Point:** Month 3 of operations
- **Year 1 Projected Revenue:** \$425,000 (conservative scenario)
- **Year 1 Projected Net Income:** \$63,750 (15% margin)
- **5-Year ROI:** 340% for stakeholders

1. COMPANY DESCRIPTION

1.1 Business Structure

Big Daddy Conch Restaurant & Grill will operate as a Limited Liability Company (LLC) registered in Florida, providing liability protection while maintaining operational flexibility.

1.2 Ownership

The business will be family-owned and operated by the Higgs family, with Shermond Higgs serving as Owner-Operator and Executive Chef. The family brings:

- *30+ years of Bahamian culinary tradition*
- *5+ years proven track record with Shermar's Creative Kitchen*
- *Established presence in South Florida festival circuit*
- *Deep community roots and authentic cultural knowledge*

1.3 Location Analysis

Address: 361 NW 27th Avenue, Pompano Beach, FL 33069

Strategic Advantages:

- *Located in rapidly appreciating NW Community Redevelopment Area*
- *Property values increasing 24% annually in district*
- *High foot traffic area with growing residential density*
- *Proximity to beach tourism corridor*
- *Accessible parking and public transportation*
- *Existing commercial building with previous restaurant use*

Facility Specifications:

- **Total Area:** 1,318 square feet
 - *Restaurant Dining Area:* 618 sq ft
 - *Commercial Kitchen:* 360 sq ft
 - *Outside Covered Patio:* 340 sq ft
- **Seating Capacity:** 12 tables (45 persons maximum occupancy)
- **Building Height:** 14'-0"
- **Occupancy Classification:** B-2 Business (Restaurant)
- **Construction Type:** Type III - Unprotected (Masonry/Concrete Block Walls with Steel Trusses)
- **Number of Stories:** Single story

Existing Infrastructure:

- *Previously operational kitchen with occupational license*
- *Existing hood and fire suppression system (installed and approved)*
- *Emergency lighting and exit signs (existing)*
- *Panic hardware on exits (existing)*
- *Fire extinguishers in place*
- *Grease trap system installed*
- *Access door between dining room and covered patio*

1.4 Products and Services**Core Menu Categories:**

- 1. Signature Conch Dishes**
 - *Cracked Conch (fried with secret seasoning)*
 - *Conch Salad (fresh, traditional preparation)*
 - *Conch Fritters (family recipe)*
 - *Steamed Conch*
- 2. Seafood Specialties**
 - *Grilled Lobster*
 - *Fried/Grilled Snapper*
 - *Grouper preparations*
 - *Catch of the Day*
- 3. Traditional Bahamian Plates**
 - *Peas and Rice*
 - *Mac and Cheese (Caribbean style)*
 - *Plantains*
 - *Festival bread*
 - *Coleslaw (Bahamian style)*
- 4. Beverages**
 - *Fresh juices (guava, soursop, passion fruit)*
 - *Traditional Bahamian drinks*
 - *Soft drinks*
 - *Future: Beer and wine (Year 2)*

Service Offerings:

- *Dine-in table service*
- *Takeout and delivery*
- *Catering for events (10-500 people)*
- *Private event hosting*
- *Future: Cooking classes and cultural experiences*

1.5 Competitive Advantages

PROJECT PLANS



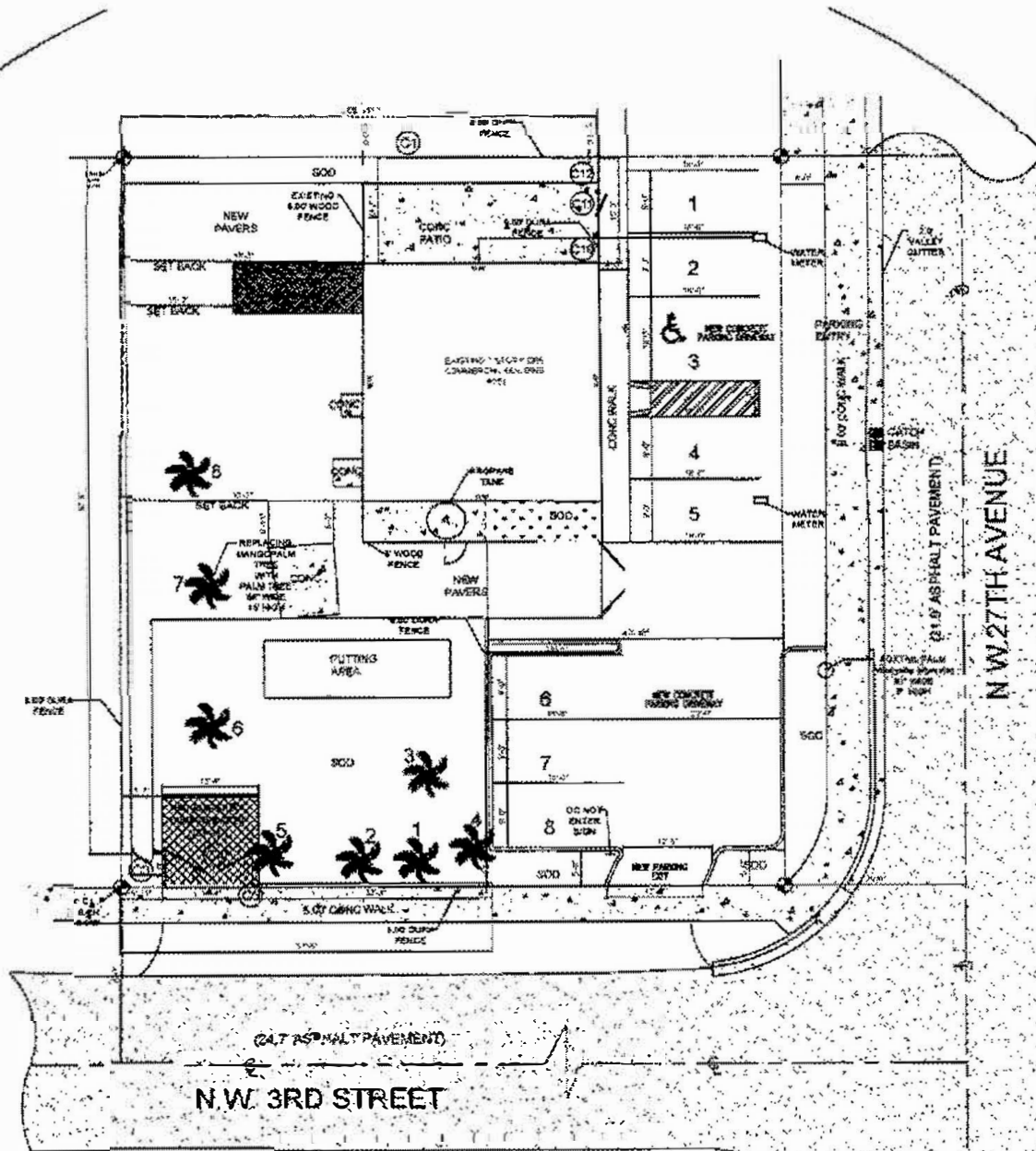




BIG DADDY CONCH

RESTAURANT & GRILL





3 PARKING SITE PLAN
 SCALE 1/8"=1'

APPLICATION

FFACADE & BUSINESS

SITE ROGRAM GRANT

10-27-2025

Date

PLEASE READ THE FOLLOWING PRIOR TO APPLICATION SUBMITTAL

- Properties listed for sale may not apply. Properties sold within twenty-four months of receiving grant funding **must repay the full amount.**
- Prior to application submittal, a preliminary review of proposed renovations to property must be completed by the Planning Department.
- After approval process, the CRA will provide the applicant with an approved Grant Agreement for signature. It is recommended that **NO CONSTRUCTION** begin until the Grant Agreement is signed by all parties. Improvements completed prior to approval by the CRA Board, may not be eligible for reimbursement.
- If deemed necessary, the Community Redevelopment Agency (CRA) reserves the right to have the application and its contents evaluated and analyzed by an outside third party including but not limited to; the proposed business plan, partnership/ownership information with equity positions, mortgage on the property, lease agreements, letter of Intent from lending institution and any other documents provided by the applicant.
- If your site plan or application request includes landscaping, the landscaping must be a species and variety of native plants that are drought tolerant, require little irrigation and withstand the environmental conditions of Pompano Beach. Irrigation systems must prevent over spray and water waste and it is recommended a drip irrigation system be installed.
- Property to be improved must be free of all municipal and county liens, judgments or government encumbrances of any kind. This provision can be waived by the CRA Board of Commissioners if development plans for said property meets the goals and objectives as set forth in the CRA Five Year Strategic Finance Plan. Upon grant approval, said property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the agreement.

I have read completely and understand the program, including the application guidelines and grant reimbursement process.


Applicant Signature

10-27-2025
Date

Property Owner Signature (if different)

Date

FAÇADE & BUSINESS SITE IMPROVEMENT PROGRAM APPLICATION

Date of Application 10-27-25

1. Address of project requesting incentive:

361 NW 27th AVE

2. Name of Applicant:

Big Daddy Conch Restaurant

Address of Applicant:

4721 NE 2nd
Deerfield Beach FL 33064

Phone:

954-464-0145

Fax:

Email:

Bigdaddyconchcompany@gmail.com

3. Does the applicant own property? ☒ Yes ☐ No

If "No" box is checked, describe applicant's relationship to, or interest in the property receiving the improvement (indicate length of lease)?

Indicate the legal owner of the property (i.e. name on property title)

Sizable Investments LLC

4. Project Description:

New security cameras Brick pavers and landscaping

Facad and signage Patio Roof Exterior Restrooms And
Storage Dumpster enclosure

5. Total Project Cost 68,000.00

Total Funding Request 50,000

Authorized Representative

Gail King

Applicant Signature

Property Owner Signature
(If different) Signature authorizes
participation in the program by
applicant.

Gail King

Print Name

Print Name

Please Note

Property to be improved must be free of all municipal and county liens, judgments or encumbrances of any kind. This provision can be waived by the CRA Board of Commissioners if development plans for said property meets the goals and objectives as set forth in the Pompano Beach CRA Five Year Strategic Finance Plan. Upon grant approval, said property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the agreement.

BUDGET AND CONSTRUCTION ESTIMATE

CONSTRUCTION CONTRACT AGREEMENT

This Construction Agreement ("Agreement") is made and entered into this 22 day of oct, 2025, by and between:

CONTRACTOR:

Lap-Tite Roofing and Construction LLC

2801 NW 115th Terrace

Coral Springs, FL 33065

Phone: (954) 834-3879

License: CGC1530277

CUSTOMER:

Big Daddy's Conch Restaurant & Grill

361 NW 27th Avenue

Pompano Beach, FL 33069

Phone: (954) 933-7168

1. PROJECT DESCRIPTION

Contractor agrees to furnish all labor, materials, equipment, supervision, and services necessary to complete the following exterior renovation and site improvement project for Big Daddy's Conch Restaurant & Grill in accordance with the Florida Building Code, City of Pompano Beach permitting standards, and CRA program requirements.

#	Description of Work	Estimated Cost
1	Security Cameras – Supply and install exterior-mounted HD security camera system with DVR and sensors	\$5,000
2	Brick Pavers and Landscaping – Install decorative pavers, synthetic turf, and tropical plantings	\$9,000
3	Additional Parking Spaces (Asphalt) – Expand parking area with asphalt paving, grading, and striping	\$9,000
4	Perimeter Fencing Installation – Furnish and	\$6,000

	install commercial-grade decorative fencing and access gates	
5	Façade and Signage Improvements – Refinish building façade and install new exterior signage	\$11,000
6	Patio Roof Structure – Construct weather-resistant roof covering for outdoor dining area with framing and lighting	\$8,000
7	Exterior Restrooms and Storage Construction – Build ADA-compliant exterior restroom facility and storage area with finishes and fixtures	\$15,000
8	Dumpster Enclosure Area – Construct concrete pad, CMU enclosure walls, and metal access gates	\$5,000
	TOTAL CONTRACT PRICE	\$68,000

2. PAYMENT TERMS

Payments shall be made according to the following schedule:

- Deposit (Mobilization): 20% (\$13,600) due upon contract signing.
- Progress Payment #1: 25% (\$17,000) upon completion of restroom/storage framing and patio roof structure.
- Progress Payment #2: 25% (\$17,000) upon completion of façade, signage, fencing, and asphalt work.
- Progress Payment #3: 20% (\$13,600) upon completion of pavers, landscaping, and security system installation.
- Final Payment: 10% (\$6,800) upon final inspection and written customer approval.

Payments are due within 3 business days of invoice presentation. Late balances may accrue a 1.5% monthly finance charge.

3. TIME OF COMPLETION

Work shall commence within seven (7) days of the initial deposit and shall be substantially completed within ninety (90) calendar days, subject to weather, permitting, inspection schedules, or material delays.

4. CHANGES IN WORK

Any changes to the above scope must be documented and approved by a written Change Order signed by both parties. Adjustments to cost or timeline shall be reflected accordingly.

5. PERMITS AND INSPECTIONS

Contractor shall obtain and manage all necessary permits and required inspections from the City of Pompano Beach and shall comply with all CRA requirements for exterior improvements.

6. WARRANTIES

Contractor warrants all labor and workmanship for a period of two (2) years from the date of completion. Manufacturer warranties apply to all installed materials and equipment.

This warranty excludes:

- Damage from misuse, neglect, or natural disasters.
- Alterations made by others.
- Normal wear and tear or maintenance-related deterioration.

7. INSURANCE AND LICENSE

Contractor maintains all required general liability and worker's compensation insurance and is duly licensed in the State of Florida under CGC1530277.

8. CLEAN-UP AND SITE CONDITION

Contractor shall maintain a clean, organized, and safe worksite throughout the project. All construction debris will be removed upon completion.

9. TERMINATION

Either party may terminate this Agreement with seven (7) days' written notice if the other fails to perform materially as required, provided an opportunity to cure has been given.

10. ENTIRE AGREEMENT

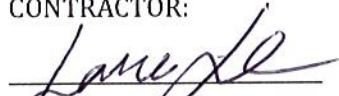
This document represents the complete understanding between the Contractor and Customer. Any modifications must be in writing and signed by both parties.

11. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Florida, with venue in Broward County.

SIGNATURES

CONTRACTOR:



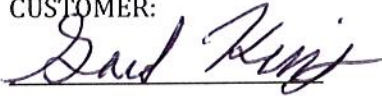
Authorized Representative

Lap-Tite Roofing and Construction LLC

License #CGC1530277

Date: 10-27-2025

CUSTOMER:



Authorized Representative

Big Daddy's Conch Restaurant & Grill

Date: 10-27-2025

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &
PROFESSIONAL REGULATIONDepartment of Business
& Professional Regulation[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

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LICENSEE DETAILS

8:50:21 AM 10/30/2025

Licensee Information

Name:	FYE, JAMARI (Primary Name) LAP-TITE ROOFING AND CONSTRUCTION LLC (DBA Name)
Main Address:	2801 NW 115TH TERRACE CORAL SPRINGS Florida 33065
County:	BROWARD

License Information

License Type:	Certified General Contractor
Rank:	Cert General
License Number:	CGC1530277
Status:	Current,Active
Licensure Date:	03/23/2021
Expires:	08/31/2026

Special Qualifications

Qualification Effective

Construction Business	03/23/2021
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Alternate Names

[View Related License Information](#)[View License Complaint](#)2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395The State of Florida is an AA/EEO employer. Copyright ©2023 Department of Business and Professional Regulation - State of Florida. [Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

PROPERTY DESCRIPTION AND INFORMATION



Property Address	361 NW 27 AVENUE, POMPANO BEACH FL 33069	ID #	4842 33 04 6670
Property Owner	SIZEABLE INVESTMENTS LLC	Millage	1512
Mailing Address	2801 NW 115 TER CORAL SPRINGS FL 33065	Use	22-02
Abbr Legal Description	33-48-42 N 50 OF S1/2 OF N2/5 OF NE1/4 OF SE1/4 OF SW1/4 LESS W 550 & E 25 THEREOF, AKA LOT 1044 CC TOG/W THAT POR OF S1/2 OF N2/5 OF NE1/4 OF SE1/4 OF SW1/4 OF SEC 33-48-42 LESS N 50 & W 550 & LESS E 25 & S 25 THEREOF & LESS ANY POR LYING IN R/W FOR NW 3 ST & NW 27 AVE, AKA LOT 1045 CC AKA: SIZEABLE PLAZA		

The just values displayed below were set in compliance with **Sec. 193.011, Fla. Stat.**, and include a reduction for costs of sale and other adjustments required by **Sec. 193.011(8)**.

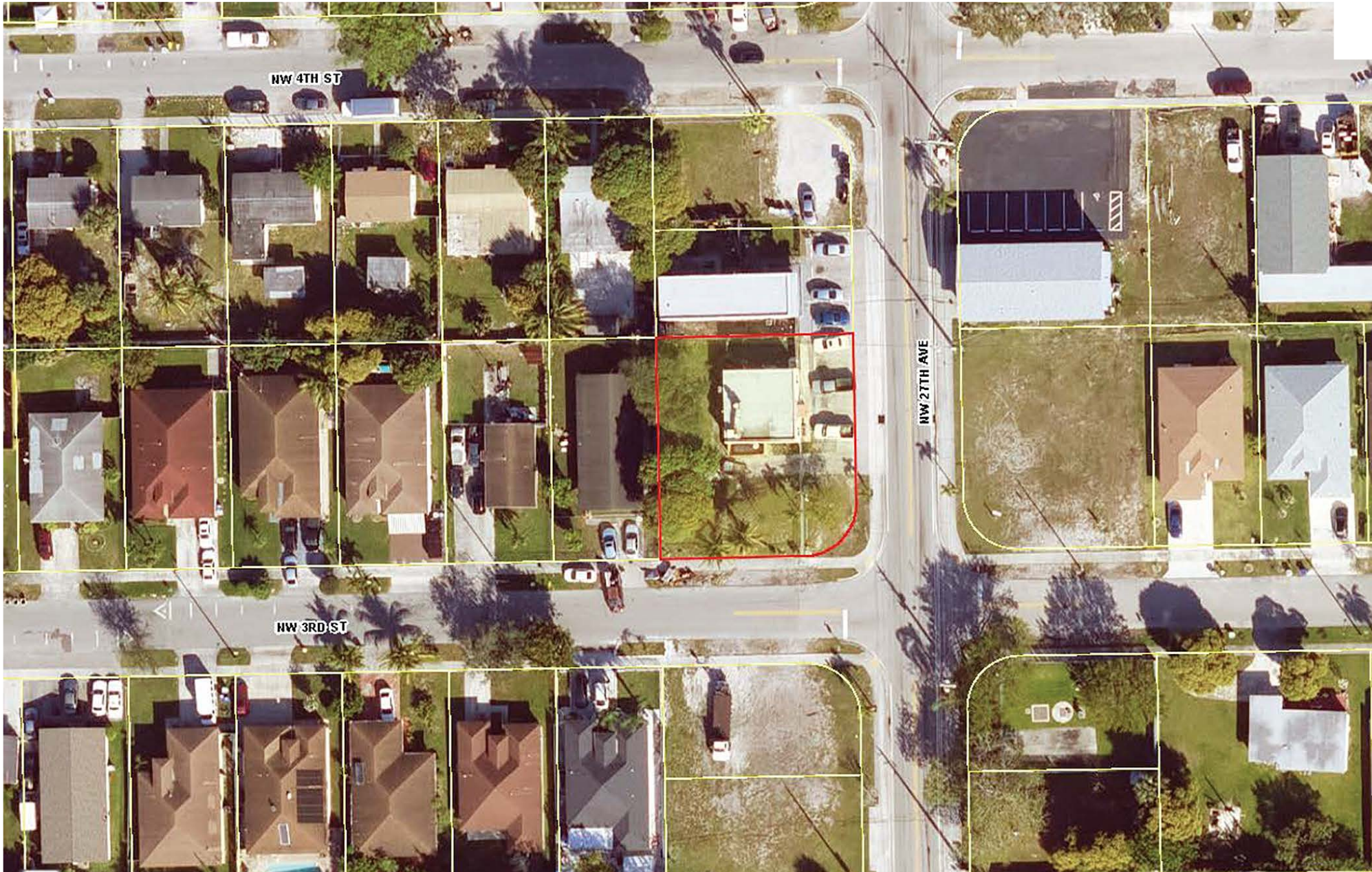
* 2026 values are considered "working values" and are subject to change.						
Property Assessment Values						
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax	
2026	\$65,460	\$116,410	\$181,870	\$181,870		
2025	\$65,460	\$116,410	\$181,870	\$181,870		
2024	\$32,160	\$114,510	\$146,670	\$146,670	\$3,599.36	
2026 Exemptions and Taxable Values by Taxing Authority						
	County	School Board	Municipal	Independent		
Just Value	\$181,870	\$181,870	\$181,870	\$181,870		
Portability	0	0	0	0		
Assessed/SOH	\$181,870	\$181,870	\$181,870	\$181,870		
Homestead	0	0	0	0		
Add. Homestead	0	0	0	0		
Wid/Vet/Dis	0	0	0	0		
Senior	0	0	0	0		
Exempt Type	0	0	0	0		
Taxable	\$181,870	\$181,870	\$181,870	\$181,870		
Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
2/13/2023	WD*-E	\$290,000	118682124	\$7.00	9,352	SF
7/25/1996	WD*	\$25,000	25194 / 295			
9/1/1986	WD	\$36,000	19019 / 677			
12/1/1963	WD	\$667				
				Adj. Bldg. S.F. (Card, Sketch)		1089
				Eff./Act. Year Built: 1969/1968		

* Denotes Multi-Parcel Sale (See Deed)

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
15			3A					
C			3A					
1089								

361 NW 27 AVE, POMPANO BEACH, FL 33069



REGULATORY INFORMATION

[Previous On List](#) [Next On List](#) [Return to List](#)

shermar's

No Events No Name History

Detail by Entity Name

Florida Limited Liability Company
SHERMAR'S CREATIVE KITCHEN LLC

Filing Information

Document Number	L18000048749
FEI/EIN Number	82-4564723
Date Filed	02/23/2018
Effective Date	02/22/2018
State	FL
Status	ACTIVE

Principal Address

2801 NW 115TH TERRACE
CORAL SPRINGS, FL 33065

Mailing Address

2801 NW 115TH TERRACE
CORAL SPRINGS, FL 33065

Registered Agent Name & Address

HIGGS, SHERMOND S, SR
2801 NW 115TH TERRACE
CORAL SPRINGS
CORAL SPRINGS, FL 33065

Authorized Person(s) Detail

Name & Address

Title MGR

HIGGS, SHERMOND S
2801 NW 115TH TERRACE
CORAL SPRINGS, FL 33065

Title MGR

POOLE, KIMBERLY
361 NW 27TH AVENUE
POMPANO BCH, FL 33069

Annual Reports

Return:

Prepared by:
GAIL E. STEVENS, ATTY
GAIL E. STEVENS, P.A.
412 N.E. 4TH STREET
FORT LAUDERDALE, FLORIDA 33301
TAX ID: 484233-04-6670
484233-04-6680

WARRANTY DEED

This Indenture, is made this 14 day of FEBRUARY, 2023, Between

**COSMO MCINTOSH, a single man
of 906 Hutchinson Avenue, Whitby, ON, L1N 2A2 as GRANTOR, and**

**SIZEABLE INVESTMENTS, LLC, a Florida limited liability company
2801 N.W. 115TH Terrace, Coral Springs, FL 33065, as GRANTEE**

WITNESSETH, That said grantors, for and in consideration of the sum of TEN AND NO/100 Dollars, and other good and valuable considerations to said grantors in hand paid by said grantee(s), the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said grantee(s), and grantee's heirs and assigns forever, the following described land, situate, lying and being in BROWARD County, Florida, to wit:

SEE SCHEDULE "A" LEGAL DESCRIPTION ATTACHED HERETO and MADE A PART HEREOF


SUBJECT TO: 1) land use designation, zoning restrictions, prohibitions and other requirements imposed by governmental authority; 2) Restrictions, easements, and matters of record, provided this shall not serve to reimpose any of the foregoing.
3) Taxes for the year 2023 and subsequent years.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:


Witness #1 Signature
Print Name GAIL E. STEVENS


COSMO MCINTOSH


Witness #2 Signature
Print Name STEPHEN M. BLACKBURN

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING instrument was acknowledged ✓ in my
presence OR _____ via remote online notarization (RON) before me this
13 day of FEBRUARY, 2023 by COSMO MCINTOSH who _____ are personally
known to me or who produced Ontario OH D.L. license as
identification.


NOTARY PUBLIC GAIL E. STEVENS

My Commission Expires:



GAIL E. STEVENS
Commission # GG 313359
Expires June 17, 2023
Bonded Thru Budget Notary Services

SCHEDULE "A" LEGAL DESCRIPTION

Lot 1044 of Collier City, unrecorded, described as follows: The North 50 feet of the South 1/2 of the North 2/5, except the West 550 feet and except the East 25 feet thereof of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 33, Township 48 South, Range 42 East, lying and being in Broward County, Florida.

AND:

Lot 1045 of Collier City Lots, described as follows: That portion of the South 1/2 of the North 2/5 of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 33, Township 48 South, Range 42 East, except the North 50 feet and the West 550 feet and except the East 25 feet and the South 25 feet thereof, lying and being in Broward County, Florida. LESS AND EXCEPT any portion lying within the rights of way of NW 3rd Street and NW 27th Avenue.