

**POMPAÑO 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 \_\_\_\_\_ of \_\_\_\_\_, 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 LFT IRREV TR, 3231 Cypress Creek Road, Lauderdale By The Sea, FL 33062 (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 **110-130 North Ocean Boulevard, Pompano Beach, FL 33062** legally described as:

**Parcel Identification Number: 4843 31 00 0522**

**31-48-43 A PAR OF LAND IN E1/2 OF SW1/4 OF SE1/4 DESC AS:COMM AT A PI ON E BNDRY OF SAID E1/2 OF SW1/4 OF SE1/4, 718.27 N OF SE COR, WLY 4.85 TO POB, SAID PI BEING ON W BNDRY OF BLK 10, POMPAÑO BEACH SUB 2-95 PB, NLY 350, WLY 52.78 TO PI ON ELY R/W/L OF SR A-1-A, SWLY 254.05 TO P/C, SWLY ALG CUR 100.62, ELY 112.32 TO POB**

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 disbursal of any funds by CRA.

### **SECTION 3. THE GRANT**

- 3.1 The CRA hereby awards GRANTEE a sum not to exceed **two hundred thousand 00/100 Dollars \$200,000**) (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**

Property Owner: LFT IRREV TR

WITNESSES:

By: [Signature]

Print Name: Grant Galuppi

Title: trustee

Date: 6/9/25

[Signature]  
Print Name: Donn Atkins  
PAUL Bowdell R.

Print Name: PAUL Bowdell R.

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or ☐ online notarization, this 9 day of June, 2025, by Grant Galuppi, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
Alicia Cesta  
(Name of Acknowledger Typed, Printed or Stamped)  
HH 619654  
Commission Number

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Rex Hardin, Chairman

By: \_\_\_\_\_  
Gregory P. Harrison, Executive Director

ATTEST:

\_\_\_\_\_  
Kervin Alfred, Secretary

**EXHIBIT "A"**

**LFT IRREV TR  
110-130 N. Ocean Boulevard  
POMPANO BEACH, FLORIDA**

**Façade and Business Site Improvement Program  
APPLICATION**

**EXECUTIVE SUMMARY**  
**PROJECT OVERVIEW**

May 27, 2025

East CRA Advisory Committee Members  
CRA Board of Commissioners

LFT IRREV TR currently owns the property located at 110-130 N. Ocean Boulevard. As a long-time property and business owner in Pompano Beach, we are asking for consideration of a Façade and Business Site Improvement Program Grant for exterior improvements to the property.

Currently, the building is occupied by two (2) tenants with eleven (11) vacant retail and office bays. By updating the outdated exterior of building, we feel these improvements will help to attract new businesses to the area.

The improvements include;

- Demolition of the original façade.
- Replacement of all windows and doors.
- Installation of a metal cladding and adding a parapet.
- Application of stucco and exterior paint.
- Electrical work/new lighting
- Minor landscaping.

We anticipate upon receiving the permits, construction will take approximately 6-8 months.

Thank you for consideration.

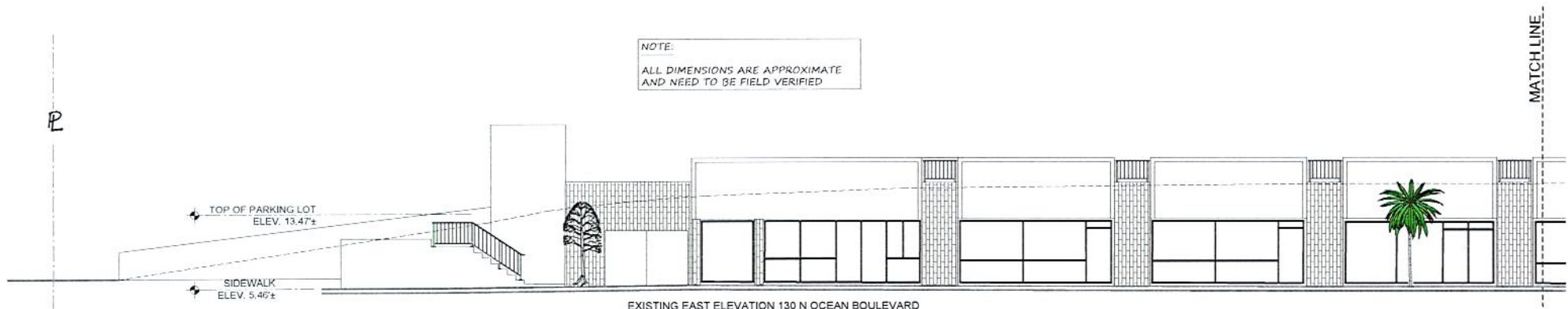
## PROJECT PLANS





EXISTING EAST ELEVATION 110 TO 130 N OCEAN BOULEVARD

SCALE: 3/32"=1'-0"



EXISTING EAST ELEVATION 130 N OCEAN BOULEVARD

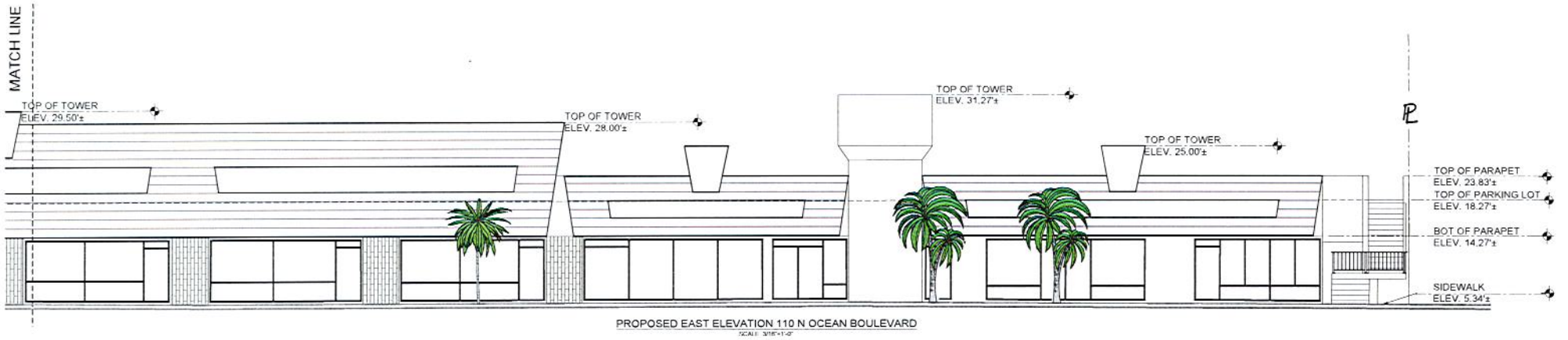
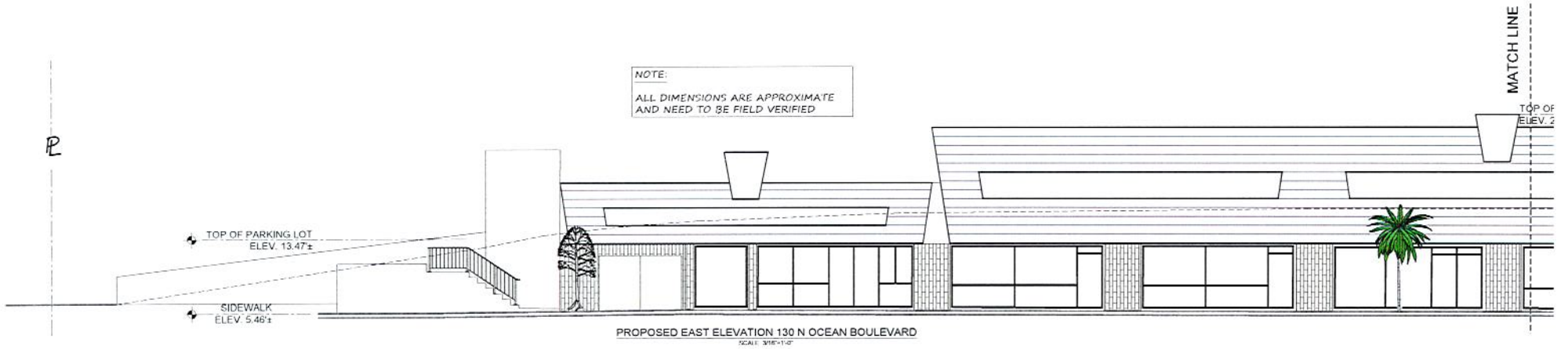
SCALE: 3/16"=1'-0"



EXISTING EAST ELEVATION 110 N OCEAN BOULEVARD

SCALE: 3/16"=1'-0"





## **APPLICATION**

### **Façade and Business Site Improvement Program**

FAÇADE & BUSINESS SITE IMPROVEMENT PROGRAM APPLICATION

Date of Application 5/14/25

1. Address of project requesting incentive:

110 N ocean blvd

2. Name of Applicant:

Sera martell

Address of Applicant:

1300 S ocean blvd, Pompano 33062

Phone: 561-212-4163

Fax:

Email: Seramartell@Bellsouth.net

3. Does the applicant own property? X Yes        No

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

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

LFT trust

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4. Project Description: Facade Restoration

- New doors + windows
- Demolition of current, original facade
- New facade adding electric
- Resurfacing of entrance
- Stucco entire front
- Adding metal cladding


5. Total Project Cost 750,000 Total Funding Request 200,000

**Authorized Representative**

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Print Name**

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

  
\_\_\_\_\_  
**Print Name**

**Please Note**


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 meet the goals and objectives as set forth in the City of Pompano Beach CRA East District Five Year Strategic Finance Plan. Upon grant approval, said property must remain free of all municipal and county liens, judgments or government encumbrances of any kind under the term of the agreement.

- 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 meet 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 government encumbrances of any kind under the term of this agreement.

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

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Property Owner Signature (if different)

Sera Martell  
Print Name

## **BUDGET AND CONSTRUCTION ESTIMATE**



## Bill To

Sera Martel  
110 N Ocean Blvd  
Pompano Beach, FL 33062

### Bobkat Construction

5379 Lyons Rd, #720  
Coconut Creek, FL 33073  
Phone: (954) 800-5789  
Email: [contact@bobkatconstruction.com](mailto:contact@bobkatconstruction.com)  
Web: [www.bobkatconstruction.com](http://www.bobkatconstruction.com)

Payment terms	Due upon receipt
Invoice #	256
Date	05/15/2025
Business / Tax #	88-1555856

### Description

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#### DEMO & DEBRIS REMOVAL

Demo all facades boxes

- Metal framing
- Stucco
- Signage
- Electrical for lighting back to junction boxes
- Stone facade

Removal of all debris

Dump Fees

#### Electrical

Run new circuits for signage

New lighting circuits:

- Soffit Lighting
- Up/Down Lighting

#### Landscaping

Irrigation system

- Multiple zones
- Installed per plans

Install new planter boxes

Install plants

- Plants included

Structural

Repair all block work that is necessary  
New block work and rebar according to plans  
New Metal framing according to plans

Railing

Old Railing to be removed  
Install new metal railing

Door and Windows

Remove and replace all store front windows and doors with impact rated widows and doors  
To be installed according to NOAs

Stucco

Redo stucco along entire building  
Stucco the new facades  
-Plywood  
-Wire Lath Install

Paint

Paint entire storefront  
Paint and material included  
Color pallet provided by client

Sidewalk

Remove old sidewalk rock finish  
Pour new sidewalk and finish

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<b>Subtotal</b>	<b>\$750,000.00</b>
<hr/>	
<b>Total</b>	<b>\$750,000.00</b>



## Change Orders

Either party (Client or Contractor) may request changes to the scope of work. Such requests must be made in writing. Upon receiving a change request, the Contractor will evaluate the impact of the change on the project cost and timeline. The Contractor will provide a written quote detailing the additional costs and time extension required for the change. The Client must provide written approval of the change order, including the acceptance of any additional costs and timeline adjustments. Once the change order is approved by both parties, the Contractor will proceed with the work according to the revised terms. All change orders will be documented and attached to the original contract, forming part of the contractual agreement.

## Warranty Information

The Contractor warrants that all materials and workmanship provided are free from defects and comply with the standards of the industry. The warranty period shall extend for six months from the date of project completion. The warranty covers defects in materials and workmanship. It does not cover damage due to normal wear and tear, misuse, or force majeure events. Warranty claims must be made in writing within the warranty period. The Contractor will inspect the claim and perform any necessary repairs or replacements. This warranty is limited to repairs or replacement of defective materials or workmanship only and does not cover incidental or consequential damages.

## Dispute Resolution

If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

## Termination Clause

Either party may terminate this contract for cause if the other party fails to rectify a material breach of contract within 7 days after receiving written notice of such breach. Material breaches include, but are not limited to, non-payment, failure to perform the required services, and violation of laws or regulations. The Client may terminate the contract for convenience at any time by providing 10 days written notice to the Contractor. In such an event, the Contractor shall be compensated for all work performed up to the date of termination and for any materials ordered that cannot be reasonably canceled or returned. The Client may request suspension of the work for a period of time, provided that such request is made in writing. The Contractor shall

be entitled to modify the project timeline and adjust costs as a result of any suspension. Upon termination for any reason, the Contractor shall submit a final invoice for all unpaid work and materials supplied. The Client agrees to pay this final invoice in accordance with the terms of the contract. All notices of termination must be made in writing and will be effective upon receipt by the other party. Upon receipt of a termination notice, the Contractor agrees to cease all work in a timely and orderly manner and to minimize costs incurred as a result of termination. In case of disputes arising from the termination of this contract, the parties agree to follow the dispute resolution procedures outlined in the contract.

By signing this document, both parties (Client and Contractor) agrees to the services and conditions outlined in this document.

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Robert Stenbeck

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Sera Martel

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

## ONLINE SERVICES

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List Search](#)

## LICENSEE DETAILS

12:06:58 PM 5/15/2025

## Licensee Information

Name:	STENBECK, ROBERT (Primary Name) BOB DA BUILDER LLC (DBA Name)
Main Address:	1941 NW 35TH AVE COCONUT CREEK Florida 33066-3031
County:	BROWARD

## License Information

License Type:	Certified General Contractor
Rank:	Cert General
License Number:	CGC1534760
Status:	Current,Active
Licensure Date:	09/25/2023
Expires:	08/31/2026

Special  
Qualifications

## Qualification Effective

Construction Business	09/25/2023
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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



**MARTY KIARD**  
**BROWARD**  
 COUNTY  
 PROPERTY APPRAISER

<b>Site Address</b>	<b>110-130 N OCEAN BOULEVARD, POMPANO BEACH FL 33062</b>	<b>ID #</b>	4843 31 00 0522
<b>Property Owner</b>	LFT IRREV TR CAPALBO, RICHARD M TRSTEE	<b>Millage</b>	1511
<b>Mailing Address</b>	3231 CYPRESS CREEK DR LAUDERDALE BY THE SEA FL 33062	<b>Use</b>	11-05
<b>Abbr Legal Description</b>	31-48-43 A PAR OF LAND IN E1/2 OF SW1/4 OF SE1/4 DESC AS: COMM AT A PI ON E BNDRY OF SAID E1/2 OF SW1/4 OF SE1/4, 718.27 N OF SE COR, WLY 4.85 TO POB, SAID PI BEING ON W BNDRY OF BLK 10, POMPANO BEACH SUB 2-95 PB, NLY 350, WLY 52.78 TO PI ON ELY R/W/L OF SR A-1-A, SWLY 254.05 TO P/C, SWLY ALG CUR 100.62, ELY 112.32 TO POB		

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)**.

\* 2025 values are considered "working values" and are subject to change.

**Property Assessment Values**

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2025*	\$881,380	\$4,742,890	\$5,624,270	\$5,624,270	
<b>2024</b>	\$881,380	\$4,742,890	\$5,624,270	\$5,624,270	\$133,662.65
<b>2023</b>	\$881,380	\$5,157,440	\$6,038,820	\$6,038,820	\$144,165.06

**2025\* Exemptions and Taxable Values by Taxing Authority**

	County	School Board	Municipal	Independent
<b>Just Value</b>	\$5,624,270	\$5,624,270	\$5,624,270	\$5,624,270
<b>Portability</b>	0	0	0	0
<b>Assessed/SOH</b>	\$5,624,270	\$5,624,270	\$5,624,270	\$5,624,270
<b>Homestead</b>	0	0	0	0
<b>Add. Homestead</b>	0	0	0	0
<b>Wid/Vet/Dis</b>	0	0	0	0
<b>Senior</b>	0	0	0	0
<b>Exempt Type</b>	0	0	0	0
<b>Taxable</b>	\$5,624,270	\$5,624,270	\$5,624,270	\$5,624,270

**Sales History**

Date	Type	Price	Book/Page or CIN
11/18/2020	QCD	\$100	118212748
2/15/2012	QCD-T	\$100	49819 / 1522
12/29/2011	WD-T	\$100	48447 / 191
5/28/2004	QCD	\$100	37584 / 763
5/30/2012	DRR	\$100	113105771

**Land Calculations**

Price	Factor	Type
\$30.07	29,311	SF
<b>Adj. Bldg. S.F. (Card, Sketch)</b>		33998
<b>Eff./Act. Year Built: 1974/1972</b>		

**Special Assessments**

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
15								
C								
33998								







## REGULATORY INFORMATION



Prepared by and return to:  
Southeast Florida Lawyers Title, Inc.  
4209 N. Federal Highway  
Pompano Beach, FL 33064  
954-784-2961  
File Number: 22-PB-165

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## **Affidavit**

### **Trust - Unrecorded Trust - Excerpts (Seller)**


BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Grant P. Galuppi as Successor Trustee of the LFT Irrevocable Trust u/a/d April 30, 2004 ("Affiant"), who depose(s) and say(s) under penalties of perjury that:

1. This affidavit is made with regard to the following described property:

Unit No. PH-2, of THE CRITERION, a Condominium, according to The Declaration of Condominium recorded in O.R. Book 10368, Page 204, and all exhibits and amendments thereof, Public Records of Broward County, Florida.

a/k/a: 1300 S Ocean Blvd., #PH2, Pompano Beach, FL 33062

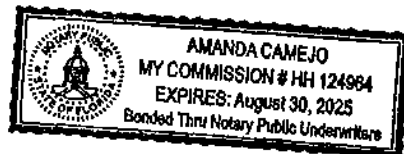
2. By deed recorded 2/24/2017 in Instrument No. 114227764, Public Records of Broward County, Florida, ("Deed") title to the real property described in item 1 above ("Property") was taken in the name of LFT Irrevocable Trust.
3. Affiant is the Successor Trustees of that certain trust and amendments, if any, ("Trust") as described in Deed. Attached hereto as Exhibit A are the pertinent pages of the Trust showing the appointment of the Successor Trustee.
4. Affiant has full power and authority to convey the Property.
5. Nothing in the Trust prohibits or restricts the Affiant from conveying the Property.
6. The Trust has been in full force and effect during the period of ownership of the Property.
7. This affidavit is made to induce Old Republic National Title Insurance Company ("Title Insurer") to insure title to the real property described in item 1 above. Affiant agrees to indemnify Title Insurer and hold it harmless from any loss or damage resulting from its reliance on the matters set forth in this affidavit.

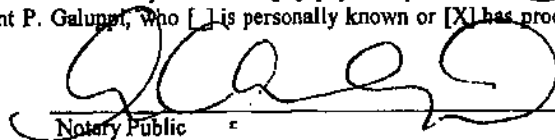
  
Grant P. Galuppi

State of Florida  
County of Broward

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of September, 2022 by Grant P. Galuppi, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



  
Notary Public

Printed Name: AMANDA CAMEJO

My Commission Expires: \_\_\_\_\_

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SERA MARTELL REALTY

FAX No.

PAGE 03/11

P. 004

10/30/2014 14:17 19549462838

SERA MARTELL REALTY

PAGE 03/09

FROM : IRVING JABLON

PHONE NO. : 9547537520

Apr 07 2011 03:10PM PT

### *The LPT Irrevocable Trust*

This Trust Agreement is made at Milwaukee County, Wisconsin, and dated April 30, 2004, to certify that Liborio Cianciolo, as Trustee, is about to take title to various parcels of real estate in the State of Florida. This Trust Agreement is to further certify that, when the Trustee has taken the title to the various parcels of real estate, as Trustee, Trustee will hold the same for the uses and purposes and on the Trusts set forth in this Agreement.

#### SECTION ONE BENEFICIARY

Sera Martell (n/k/a Serafina Martell) is the beneficiary of this Trust, and as such shall be entitled to the earnings and proceeds of the trust properties.

#### SECTION TWO INTEREST OF BENEFICIARY AS PERSONALTY

Subject to the provisions of Section Eleven below, the interest of the beneficiary shall consist solely of a power of direction to deal with title to the trust property, a power to manage and control the property as provided in this Agreement, and the right to receive the proceeds from rentals and from mortgages, sales, or other disposition of the property. The right to the proceeds of the property shall be deemed to be personal property and may be assigned and transferred as such.

In case of the death of said beneficiary during the existence of this Trust, the beneficiary's right and interest under this Agreement shall, except as otherwise specifically provided, pass to the beneficiary's Personal Representative, and not to her heirs at law. No beneficiary now has or shall have any right, title, or interest in or to any proportion of any real estate as such, either legal or equitable, but only an interest in the earnings and proceeds of the real estate.

#### SECTION THREE DEATH OF BENEFICIARY

The death of the beneficiary shall not terminate the Trust or in any manner affect the powers of the Trustee.

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SERA MARTELL REALTY

PAGE 05/11

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P. 006

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SERA MARTELL REALTY

PAGE 05/09

FROM : IRVING JABLON

PHONE NO. : 9547537522

Att. 07 2011 02:43PM P2

## SECTION EIGHT RECORDATION

This Agreement shall not be placed on record in the recorder's office of the County in which any trust property is situated, or elsewhere. Any such recording shall not be considered as notice of the rights of any person under this Agreement derogatory to the title or powers of Trustee.

## SECTION NINE DISCLOSURE OF BENEFICIARY NAME

In the event of service of process on Trustee at any time, Trustee may in his discretion disclose to the other parties to any such proceeding the name and address of the beneficiary.

## SECTION TEN RESIGNATION OF TRUSTEE

The Trustee may resign at any time by sending a notice of his intention to do so by registered or certified mail to the beneficiary at her address last known to said Trustee. Such resignation shall become effective 10 days after the mailing of the notice.

In the event of the Trustee's resignation, a successor or successors may be appointed by the person or persons then entitled to direct the Trustees in the disposition of the trust property. The Trustee resigning shall then convey the trust property to such successor or successors in trust. If no successor in trust is named within 10 days after the mailing of the notice, the resigning Trustee may convey the trust property to the beneficiary in accordance with the beneficiary's interest under this Agreement, or Trustee may, at his option, file a bill for appropriate relief in any court of competent jurisdiction.

Notwithstanding the resignation of a Trustee, he shall continue to have a first lien on the trust property for his costs, expenses, and attorney fees, and for his reasonable compensation.

Every successor or successors in trust shall become fully vested with all the

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SERA MARTELL REALTY

PAGE 05/11

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SERA MARTELL REALTY

PAGE 06/09

FROM : IRVING JABLON

PHONE NO. : 9347837520

APR. 07 2014 02:43PM P3

estate, properties, rights, powers, trusts, duties, and obligations of its, his, her or their predecessor.

#### SECTION ELEVEN DUTIES OF TRUSTEE

Trustee assumes and agrees to perform the following active and affirmative duties under this Agreement:

A. When and as directed to do so in writing by the beneficiary, and only with the consent and approval of the Trustee, which the Trustee may unreasonably withhold, Trustee shall execute such instruments as shall be necessary:

1. To protect and conserve the trust property;
2. To sell, contract to sell, and grant options to purchase the property and any right, title or interest in the property on any terms;
3. To exchange the property or any part of it for any other real or personal property on any terms;
4. To convey the property by deed or other conveyance to any grantee, with or without consideration;
5. To mortgage, execute principal and interest notes, pledge or otherwise encumber the property or any part of it;
6. To lease, contract to lease, grant options to lease and renew, extend, amend, and otherwise modify leases on the property or any part of it, for any period of time, for any rental, and on any other terms and conditions; and
7. To release, convey, or assign any other right, title, or interest whatsoever in the property or any part of the property.

If acceptable to the lender, any and all trust deeds, mortgages, and notes executed by Trustee shall contain provisions exempting and exonerating the beneficiary under this Trust from all personal obligation and liability whatsoever by reason of the execution of the same and from any and all personal obligation or liability for the repayment of the borrowed money evidenced and secured by the same.

Trustee shall not be required to inquire into the authenticity, necessity, or propriety of any written direction delivered to them pursuant to this section or

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SERA MARTELL REALTY

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SERA MARTELL REALTY

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FROM : IRVING JARLON

PHONE NO. : 9547537520

Apr. 07 2011 02:45PM FS

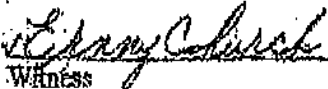
**SECTION FIFTEEN  
GOVERNING LAW**

This Agreement shall be construed and regulated, and its validity and effect shall be determined, by the laws of the State of Florida, as such laws may from time to time exist.


**SECTION SIXTEEN  
IRREVOCABILITY OF TRUST**


This Trust shall be irrevocable and shall not be revoked or terminated by the Trustee or beneficiary or any other person, nor shall it be amended or altered by Trustee or the beneficiary or any other person.

This Agreement has been dated the day and year first above written.

  
Witness

  
LIBORIO CIANCIOLO, Trustee

  
Witness

  
Witness

  
Witness

  
SERA MARTELL, Beneficiary

118422479  
08/03/2015