

**HISTORIC FACADE ARCHITECTURAL
CONTROL AND REDEVELOPMENT EASEMENT**

THIS HISTORIC FACADE ARCHITECTURAL CONTROL AND REDEVELOPMENT EASEMENT made this 20th day of MARCH, 1998, by and between JETPORT II, LIMITED a Florida limited partnership, ("Grantor") and the COMMUNITY REDEVELOPMENT AGENCY OF DELRAY BEACH, an entity created pursuant to Chapter 163 of the Florida Statutes, ("Grantee").

WITNESSETH:

WHEREAS, the Grantee is organized as a redevelopment agency under the laws of the State of Florida and is empowered to facilitate redevelopment of designated areas within the City of Delray Beach, Florida; and

WHEREAS, the Grantee is authorized to preserve significant properties within its redevelopment area and to facilitate the redevelopment of properties which have deteriorated and are a part of the slum and blight within such area and after redevelopment to preserve such improvements in order to maintain the integrity of the redevelopment project; and

WHEREAS, the Grantor is owner in fee simple of certain real property in the City of Delray Beach, Palm Beach County, Florida, (hereinafter "the Premises,") said Premises including structure(s) (hereinafter the "Buildings") and is more particularly described below; and

WHEREAS, the Grantor and Grantee recognize the value and significance of preserving and controlling the architectural appearance and facade of the exterior of the Buildings and the appearance of the Premises as they relate to the overall integrity of the redevelopment of the area within which the Premises are located and have the common purpose of conserving and preserving the value and integrity of the redevelopment efforts expended. Property is hereinafter sometimes referred to as the "Premises", said Premises including One structure commonly known as MASONIC LODGE BUILDING hereinafter the "Building", and is more particularly described below:

Lot 1 and the East 3 feet of Lot 2, Block 69, according to the Plat recorded in Plat Book 2, Page 43 of the Public Records of Palm Beach County, Florida.

WHEREAS, the Grantor and Grantee recognize the historical, cultural, and aesthetic value and significance of the Premises, and have the common purpose of conserving and preserving the aforesaid

value and significance of the Building; and

WHEREAS, the grant of the Historic Facade Architectural Control and Redevelopment Easement by Grantor to Grantee on the real property referred to herein will assist in preserving and maintaining the Premises and its architectural, historical, and cultural features; and

WHEREAS, the grant of the easement by Grantor to Grantee on the Historic Facade Architectural Control and Redevelopment Easement to Grantee on the Premises will assist in preserving and maintaining the aforesaid value, integrity of the Premises, redevelopment effort and historic significance of the Premises; and

WHEREAS, as well as providing the assurances required by the Grantee that its redevelopment efforts will be preserved; and

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a Historic Facade Architectural Control and Redevelopment Easement on the Premises, pursuant to the Laws of the State of Florida.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby irrevocably grant and convey unto the Grantee a Historic Facade Architectural Control and Redevelopment Easement in gross in perpetuity (which easement is more particularly described below and is hereinafter "the Easement") in and to that certain real property and the exterior surfaces of the Buildings located thereon, owned by the Grantor, and more particularly described as:

Lot 1, and the East 3 feet of Lot 2, Block 69, according to the Plat recorded in Plat Book 2, Page 43 of the Public Records of Palm Beach County, Florida.

The Easement, to be of the nature and character hereinafter further expressed shall constitute a binding servitude upon said Premises of the Grantor, and to that end Grantor covenants on behalf of itself, its successors, and assigns, with Grantee, its successors, and assigns, such covenants being deemed to run as a binding servitude, in perpetuity, with the land, to do upon the Premises each of the following covenants and stipulations, which contribute to the public purpose in that they aid significantly in the preservation of the Buildings and surrounding land area, and which help maintain and assure the present and future historic integrity of the Buildings:

1. Description of Facades. In order to make more certain the full extent of Grantor's obligations and the restrictions on

the Premises (including the Buildings), and in order to document the external nature of the Buildings as of the date hereof, attached hereto as Exhibit "A" and incorporated herein by this reference are a set of photographs depicting the exterior surfaces of the Buildings and the surrounding property and an affidavit specifying certain technical and locational information relative to said photographs satisfactory to Grantee, attached hereto as Exhibit "B". It is stipulated by and between Grantor and Grantee that the external nature of the Buildings as shown in Exhibit "A" is deemed to be the external nature of the Buildings as of the date hereof and as of the date this instrument is first recorded in the land records of Palm Beach County, State of Florida. The external nature of the Buildings as shown in Exhibit "A" is hereinafter referred to as the "Facades".

2. Grantor's Covenants. In furtherance of the easement herein granted, Grantor undertakes, of itself, to do (and to refrain from doing as the case may be) upon the Premises each of the following covenants, which contribute to the public purpose of significantly protecting and preserving the Premises:

(a) Grantor shall not demolish, remove or raze the Buildings or the Facades except as provided in Paragraphs 6 and 7.

(b) Without the prior express written permission of the Grantee, signed by a duly authorized representative thereof, Grantor shall not undertake any of the following actions:

(i) increase or decrease the height of the Facades or the Buildings;

(ii) adversely affect the structural soundness of the Facades;

(iii) make any changes in the Facades including the alteration, partial removal, construction, remodeling, or other physical or structural change including any change in color or surfacing, with respect to the appearance or construction of the Facades, with the exception of ordinary maintenance pursuant to Paragraph 2(c) below;

(iv) erect anything on the Premises or on the Facades which would prohibit them from being visible from street level, except for a temporary structure during any period of approved alteration or restoration;

(v) permit any significant reconstruction, repair, repainting, or refinishing of the Facades that alters their state from the existing condition. This subsection (v) shall not include ordinary maintenance pursuant to Paragraph 2(c) below;

(vi) erect, construct, or move anything on the

Premises that would encroach on the open land area surrounding the Buildings and interfere with a view of the Facades or be incompatible with the historic or architectural character of the Buildings or the Facades.

(c) Grantor agrees that at all times to maintain the Buildings in a good and sound state of repair and to maintain the Facades and the structural soundness and safety of the Buildings and to undertake the minimum maintenance program attached as Exhibit "C" so as to prevent deterioration of the Facades. Subject to the casualty provisions of Paragraphs 5 through 7, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction whenever necessary to have the external nature of the Buildings at all times appear to be and actually be the same as the Facades.

(d) No buildings or structures, including satellite receiving dishes, camping accommodations, or mobile homes not presently on the Premises shall be erected or placed on the Premises hereafter, except for temporary structures required for the maintenance or rehabilitation of the property, such as construction trailers.

(e) No signs, billboards, awnings, or advertisements shall be displayed or placed on the Premises or Buildings; provided, however, that Grantor may, with prior written approval from and in the sole discretion of Grantee, erect such signs or awnings as are compatible with the preservation and conservation purposes of this easement and appropriate to identify the Premises and Buildings and any activities on the Premises or in the Buildings. Such approval from Grantee shall not be unreasonably withheld.

(f) No topographical changes, including but not limited to excavation, shall occur on the Premises; provided, however, that Grantor may, with prior written approval from and in the sole discretion of Grantee, make such topographical changes as are consistent with and reasonably necessary to promote the preservation and conservation purposes of this easement.

(g) There shall be no removal, destruction, or cutting down of trees, shrubs, or other vegetation on the Premises; provided, however, that Grantor may with prior written approval from and in the sole discretion of Grantee, undertake such landscaping of the Premises as is compatible with the preservation and conservation purposes of this easement and which may involve removal or alteration of present landscaping, including trees, shrubs, or other vegetation. In all events, Grantor shall maintain trees, shrubs, and lawn in good manner and appearance in conformity with good forestry practices.

(h) No dumping of ashes, trash, rubbish, or any other

unsightly or offensive materials shall be permitted on the Premises.

(i) The Premises shall be used only for purposes consistent with the preservation and conservation purposes of this easement.

(j) The Premises shall not be subdivided and the Premises shall not be devised or conveyed except as a unit; provided, however, that the Grantor shall be permitted to convert the Buildings into cooperatives or condominiums and to convey interests in the resulting cooperatives or condominium units, provided that the Grantor shall form or cause to be formed, in connection with such conveyance, a single entity for the purposes of performing all obligations of the Grantor and its successors under this easement.

(k) No utility transmission lines, except those reasonably necessary for the existing Buildings, may be created on said land, subject to utility easements already recorded.

(l) To maintain at all times the subject property on the City of Delray Beach's local historic designation pursuant to the requirements of §4.5.1 Land Development Regulations of the City of Delray Beach (1996).

3. Public View. Grantor agrees not to obstruct the substantial and regular opportunity of the public to view the exterior architectural features of any building, structure, or improvements of the Premises from adjacent publicly accessible areas such as public streets.

4. Standards for Review. In exercising any authority created by the Easement to inspect the Premises, the Buildings, or the Facades; to review any construction, alteration, repair or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Buildings following casualty damage, Grantee shall apply the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, issued and as may be amended from time to time by the Secretary of the United States Department of the Interior hereinafter the "Standards") and/or state or local standards considered appropriate by Grantee for review of work affecting historically or architecturally significant structures or for construction of new structures within historically, architecturally, or culturally significant areas. A copy of the Standards is herein incorporated by reference, in the Addenda, and whenever Grantee receives notice that the Standards have been amended, it shall notify Grantor of the amendment. Grantor agrees to abide by the Standards in performing all ordinary repair and maintenance work and the minimum maintenance program described in Paragraph 2(c) and contained in Exhibit "C" in the Addenda. In the event the Standards are abandoned or materially altered or

otherwise become, in the sole judgment of the Grantee, inappropriate for the purposes set forth above, the Grantee may apply reasonable alternative standards and notify Grantor of the substituted standards.

5. Casualty Damage or Destruction. In the event that the Premises or any part thereof shall be damaged or destroyed by casualty, the Grantor shall notify the Grantee in writing within one (1) day of the damage or destruction, such notification including what, if any, emergency work has already been completed. For purposes of this instrument, the term "casualty" is defined as such sudden damage or loss as would qualify for a loss deduction pursuant to Section 165(c)(3) of the Code (construed without regard to the legal status, trade, or business of the Grantor or any applicable dollar limitation). No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by Grantor without the Grantee's prior written approval of the work. Within four (4) weeks of the date of damage or destruction, the Grantor shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer, if required, acceptable to the Grantor and the Grantee which shall include the following:

(a) an assessment of the nature and the extent of the damage;

(b) a determination of the feasibility of the restoration of the Facades and/or reconstruction of damaged or destroyed portions of the Premises; and

(c) a report of such restoration/reconstruction work necessary to return the Premises to the condition existing at the date (hereof or of the completion of any required work as set forth in the Easement). If in the opinion of the Grantee, after reviewing such report, the purpose and intent of the Easement will be served by such restoration/reconstruction, the Grantor shall within eighteen (18) months after the date of such change or destruction complete the restoration/construction of the premises in accordance with plans and specifications consented to by the Grantee up to at least the total of the casualty insurance proceeds. Grantee has the right to raise funds toward the costs of restoration of partially destroyed premises above and beyond the total of the casualty insurance proceeds as may be necessary to restore the appearance of the Facades, and such additional costs shall constitute a lien on the Premises until repaid by Grantor.

6. Grantee's Remedies Following Casualty Damage. The foregoing notwithstanding, in the event of damage resulting from casualty, as defined at Paragraph 5, which is of such magnitude and extent as to render repairs or reconstruction of the Buildings impossible using all applicable insurance proceeds, as determined

by Grantee by reference to bona fide cost estimates, then

(a) Grantee may elect to reconstruct the Building using insurance proceeds, donations, or other funds received by Grantor or Grantee on account of such casualty, but otherwise at its own expense (such expense of Grantee to constitute a lien on the premises until repaid in full); or

(b) Grantee may elect to choose any salvageable portion of the Facades and remove them from the premises, extinguish the easement pursuant to Paragraph 24, and this instrument shall thereupon lapse and be of no further force and effect, and Grantee shall execute and deliver to Grantor acknowledged evidence of such fact suitable for recording in the land records of Palm Beach County, Florida, and Grantor shall deliver to Grantee a good and sufficient Bill of Sale for such salvaged portions of the Facade.

7. Review After Casualty Loss. If in the opinion of the Grantee, restoration/reconstruction would not serve the purpose and intent of the Easement, then the Grantor shall continue to comply with the provisions of the Easement and obtain the prior written consent of the Grantee in the event the Grantor wishes to alter, demolish, remove, or raze the Buildings, and/or construct new improvements on the Premises.

8. Grantee's Covenants. The Grantee hereby warrants and covenants that:

(a) In the event the Grantee shall cease to exist, then all of its rights and obligations under the easement shall pass to and inure to the benefit of the City of Delray Beach, Florida.

(b) Grantee may, at its discretion and without prior notice to Grantor, convey, assign, or transfer this easement to a unit of federal, state, or local government or to a similar local, state, or national organization whose purposes, inter alia, are to promote the preservation of the redevelopment effort expended on the Premises and the surrounding properties, provided that any such conveyance, assignment, or transfer requires that the preservation and redevelopment purposes for which the easement was granted will continue to be carried out.

(c) Grantee shall exercise reasonable judgment and care in performing its obligations and exercising its rights under the terms of the Easement.

9. Inspection. Grantor hereby agrees that representatives of Grantee shall be permitted at all reasonable times to inspect the Premises, including the Facades and the Buildings. Grantor agrees that representatives of Grantee shall be permitted to enter and inspect the interior of the Buildings to ensure maintenance of structural soundness and safety; inspection of the interior will

not, in the absence of evidence of deterioration, take place more often than annually, and may involve reasonable testing of interior structural condition. Inspection of the interior will be made at a time mutually agreed upon by Grantor and Grantee, and Grantor covenants not to withhold unreasonably its consent in determining a date and time for such inspection.

10. Grantee's Remedies. Grantee has the following legal remedies to correct any violation of any covenant, stipulation, or restriction herein, in addition to any remedies now or hereafter provided by law:

(a) Grantee may, following reasonable written notice to Grantor, institute suit(s) to enjoin such violation by ex parte, temporary, preliminary, and/or permanent, injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Premises to the condition and appearance required under this instrument.

(b) Representatives of the Grantee may, following reasonable notice to Grantor, enter upon the Premises, correct any such violation, and hold Grantor, its successors, and assigns, responsible for the cost thereof.

(i) Such cost until repaid shall constitute a lien on the Premises.

(ii) Grantee shall exercise reasonable care in selecting independent contractors if it chooses to retain such contractors to correct any such violations, including making reasonable inquiry as to whether any such contractor is properly licensed and has adequate liability insurance and workman's compensation coverage.

(c) Grantee shall also have available all legal and equitable remedies to enforce Grantor's obligations hereunder.

(d) In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection therewith, including all reasonable court costs, and attorney's, architectural, engineering, and expert witness fees.

(e) Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

11. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice, demand, letter, or bill received by Grantor from any government authority within five (5)

days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice, demand, letter, or bill, where compliance is required by law.

12. Grantor shall promptly notify Grantee in writing of any proposed sale of the Premises and provide the opportunity for Grantee to explain the terms of the Easement to potential new owners prior to sale closing.

13. Runs with the Land. The obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the premises. This Easement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest, and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest in the premises by reason of a bona fide transfer. Restrictions, stipulations, and covenants contained in this instrument shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the premises or any part thereof, including, by way of example and not limitation, a lease of office space.

14. Recording. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the land records of Palm Beach County, Florida. This instrument is effective only upon recording in the land records of Palm Beach County, Florida.

15. Existing Liens. Except for those matters shown in Exhibit "E" hereto, Grantor warrants to Grantee that no lien or encumbrance exists on the premises as of the date hereof. Grantor shall immediately cause to be satisfied or release any lien or claim of lien that may hereafter come to exist against the premises which would have priority over any of the rights, title, or interest hereunder of Grantee.

16. Subordination of Mortgages. Grantor and Grantee agree that all mortgages and rights in the property of all Mortgages are subject and subordinate at all times to the rights of the Grantee to enforce the purposes of the Historic Facade Architectural Control and Redevelopment Easement. Grantor has provided a copy of the Easement to all Mortgagees of the Premises as of the date of this agreement, and the agreement of each Mortgagee to subordinate the mortgage to the Easement is contained in the Addenda as Exhibit "F". The following provisions apply to all Mortgagees now existing or hereafter holding a mortgage on the Premises:

(a) If a mortgage grants to a Mortgagee the right to receive the proceeds of condemnation proceedings arising from any exercise of the power of eminent domain as to all or any part of the Premises or the right to receive insurance proceeds as a result of any casualty, hazard, or accident occurring to or about the Premises, the Mortgagee shall have a prior claim to the insurance and condemnation proceeds and shall be entitled to same in preference to Grantee until the mortgage is paid off and discharged, notwithstanding that the mortgage is subordinate in priority to the Easement.

(b) If a Mortgagee has received an assignment of the leases, rents, and profits of the Premises as security or additional security for a loan, then the Mortgagee shall have a prior claim to the leases, rents, and profits of the Premises and shall be entitled to receive same in preference to Grantee until said Mortgagee's debt is paid off, notwithstanding that the Mortgage is subordinate to the Easement.

(c) Until a Mortgagee or purchaser at foreclosure obtains ownership of the Premises following foreclosure of its Mortgage or deed in lieu of foreclosure, the Mortgagee or purchaser shall have no obligation, debt, or liability under the Easement.

(d) Before exercising any right or remedy due to breach of the Easement except the right to enjoin a violation hereof, Grantee shall give all Mortgagees of record written notice describing the default, and the Mortgagees shall have sixty (60) days thereafter to cure or cause a cure of the default.

(e) Nothing contained in the above paragraphs or in the Easement shall be construed to give any Mortgagee the right to extinguish this Easement by taking title to the Premises by foreclosure or otherwise.

17. Plaques. Grantor agrees that Grantee may provide and maintain a plaque on the Facades of the Buildings, which plaque shall not exceed 24 by 24 inches in size, giving notice of the significance of the Buildings or the Premises and the existence of this perpetual Historic Facade Architectural Control and Redevelopment Easement.

18. Indemnification. The Grantor hereby agrees to pay, protect, indemnify, hold harmless, and defend at its own cost and expense, the Grantee, its agents, director, and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in any way relating to the administration, performed in good faith, of this Historic Facade Architectural Control and Redevelopment Easement, including, but not limited to, the granting or denial of consents hereunder, the

reporting on or advising as to any condition on the Premises, and the execution of work on the Premises. In the event that the Grantor is required to indemnify the Grantee pursuant to the terms of the Easement, the amount of such indemnity, until discharged, shall constitute a lien on the Premises.

19. Taxes. Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the premises. Grantee is hereby authorized, but in no event required or expected, to make or advance, upon three (3) days prior written notice to Grantor, in the place of Grantor, any payment relating to taxes, assessments, water rates, sewer rentals, and other governmental or municipality charge, fine, imposition, or lien asserted against the premises and may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture. Such payment, if made by Grantee, shall become a lien on the premises of the same priority as the item if not paid would have had and shall bear interest until paid by Grantor at two (2) percentage points over the prime rate of interest from time to time charged by SunTrust Bank, South Florida, N.A.

20. Insurance. The Grantor shall keep the premises insured by an insurance company rated "A+" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage of a type and in such amounts as would, in the opinion of the Grantee, normally be carried on a property such as the Premises protected by a Historic Facade Architectural Control and Redevelopment Easement. Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days' notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party. Furthermore, the Grantor shall deliver to the Grantee fully executed copies of such insurance policies evidencing the aforesaid insurance coverage at the commencement of this grant and copies of new or renewed policies at least ten (10) days prior to the expiration of such policy. The Grantee shall have the right to provide insurance at the Grantor's cost and expense, should the Grantor fail to obtain same. In the event the Grantee obtains such insurance, the cost of such insurance shall be a lien on the Premises until repaid by the Grantor.

21. Liens. Any lien on the Premises created pursuant to any Paragraph of the Easement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien.

22. Written Notice. Any notice which either Grantor or

Grantee may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered; if to Grantor, then at 102 North Swinton Avenue, Delray Beach, Florida, and if to Grantee, then to 24 North Swinton Avenue, Delray Beach, Florida 33444. Each party may change its address set forth herein by a notice to such effect to the other party. Any notice, consent, approval, agreement, or amendment permitted or required of Grantee under the Easement may be given by the Executive Director of the Grantee or by any duly authorized representative of the Grantee.

23. Evidence of Compliance. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with any obligation of Grantor contained herein.

24. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Premises may make impossible the continued ownership or use of the Premises for the preservation and conservation purposes and necessitate extinguishment of the Easement. Such a change in conditions includes, but is not limited to, partial or total destruction of the Buildings or the Facades resulting from a casualty of such magnitude that Grantee approves demolition as explained in Paragraph 5 and 7, or condemnation or loss of title of all or a portion of the Premises, the Buildings, or the Facades. Such an extinguishment must comply with the following requirements:

(a) The extinguishment must be the result of a final judicial proceeding;

(b) Grantee shall be entitled to share in the net proceeds resulting from the extinguishment in an amount equal to the value of the Easement

(c) Net proceeds shall include, without limitation, insurance proceeds, condemnation proceeds of awards, proceeds from a sale in lieu of condemnation, and proceeds from the sale or exchange by Grantor of any portion of the Premises after the extinguishment, but shall specifically exclude any preferential claim of a Mortgagee under Paragraph 16.

25. Interpretation and Enforcement. The following provisions shall govern the effectiveness, interpretation, and duration of the Easement.

(a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this instrument, and this instrument shall be interpreted broadly to effect its preservation and conservation purposes and the transfer of rights and the restrictions on use herein contained as provided in the

Act.

(b) This instrument shall extend to and be binding upon Grantor and all persons hereafter claiming under or through Grantor, and the word "Grantor" when used herein shall include all such persons, whether or not such persons have signed this instrument or then have an interest in the premises. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest (present, partial, contingent, collateral, or future) in the premises by reason of a bona fide transfer for full value. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

(c) This instrument is executed in counterparts, each page of which (including exhibits) has been initialed by Grantor and Grantee for purposes of identification. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided above, each counterpart shall constitute the agreement of the parties. Immediately after execution hereof, one counterpart shall be held by each of Grantor, Grantee, and the preparer of this instrument, Robert W. Federspiel, Esq.

(d) To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Premises may be developed to use more intensive (in terms of height, bulk, or other objective criteria regulated by such ordinances) than the Premises are devoted as of the date hereof, such development rights shall not be exercisable on, above, or below the Premises during the term of the Easement, nor shall they be transferred to any adjacent parcel.

(e) For purposes of furthering the preservation of the Premises and Buildings and of furthering the other purposes of this instrument, and to meet changing conditions, Grantor and Grantee are free to amend jointly the terms of this instrument in writing without notice to any party; provided, however, that no such amendment shall limit the perpetual duration or interfere with the preservation and conservation purposes of the donation. Such amendment shall become effective upon recording among the land records of Palm Beach County, Florida.

(f) The terms and conditions of this easement shall be referenced in any transfer of the property by the Grantor, his heirs, successors, and assigns.

(g) The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter hereof.

(h) This instrument is made pursuant to Article ____ of Title ____, Code of Laws of Florida, but the invalidity of such statute or any part thereof shall not affect the validity and enforceability of this instrument according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement either in existence now or at any time subsequent hereto. This instrument may be re-recorded at any time by any person if the effect of such re-recording is to make more certain the enforcement of this instrument or any part thereof. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter hereof.

(i) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this instrument and such ordinance or regulation.

(j) This instrument reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this instrument.

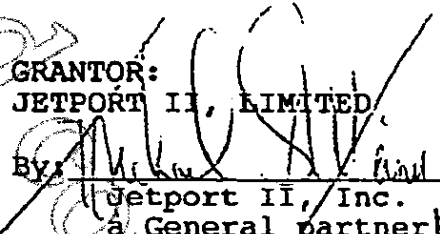
(k) Wherever the approval of the Grantee is required in this Agreement, such approval may be arbitrarily withheld.

IN WITNESS WHEREOF, on the date first shown above, Grantor has caused this Historic Facade Architectural Control and Redevelopment Easement to be executed, sealed, and delivered; and Grantee has caused this instrument to be accepted, sealed, and executed in its corporate name by its Executive Director and attested by its Secretary.


Witness Robert L. Ryngaert

Roberta L. Ryngaert
Witness Roberta L. Ryngaert

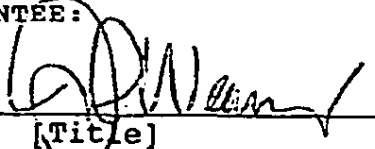
GRANTOR:
JETPORT II, LIMITED

By: 
Jetport II, Inc.
a General partner

ATTEST:


Secretary
Christopher J. Brown

GRANTEE:


By: 
[Title]
John D. Weaver, Chairman

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19th day of March, 1998, by JOHN D. WEAVER and CHRISTOPHER J. BROWN, as Chairman and Secretary, respectively, of the COMMUNITY REDEVELOPMENT AGENCY OF DELRAY BEACH [X] who are personally known to me, OR [] who have produced _____ as identification and who executed the foregoing in their duly authorized capacity on behalf of the corporation.



Roberta L. Ryncarz
MY COMMISSION # CCS30185 EXPIRES
March 31, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

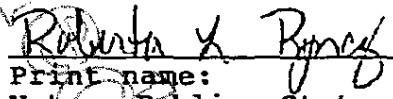

Print name:
Notary Public, State of Florida
My commission expires:
Commission No.:

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of March, 1998, by MICHAEL S. WEINER, President of JETPORT II, INC., a general partner of JETPORT II, LIMITED [X] who is personally known to me, OR [] who has produced _____ as identification and who executed the foregoing in his duly authorized capacity on behalf of the corporation.



Roberta L. Ryncarz
MY COMMISSION # CCS30185 EXPIRES
March 31, 2000
BONDED THRU TROY FAIR INSURANCE, INC.


Print name:
Notary Public, State of Florida
My commission expires:
Commission No.:

SCHEDULE OF EXHIBITS

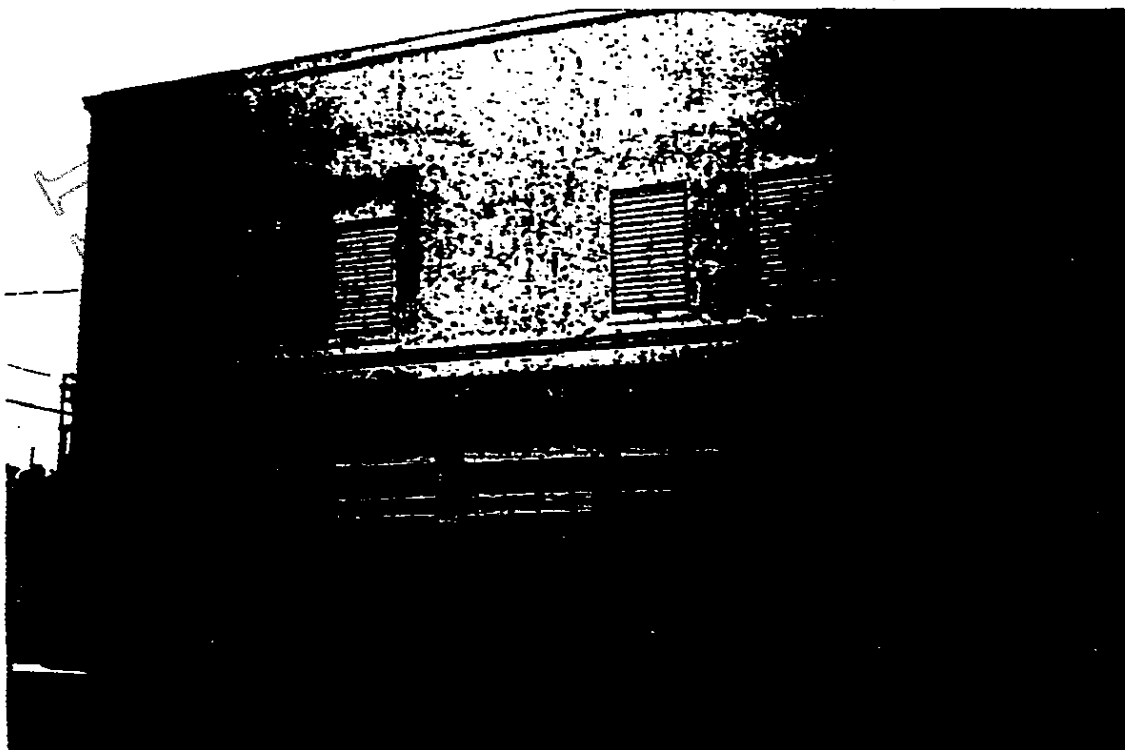
- A. Photographs of Protected Property (Baseline Documentation)
- B. ~~Verification Affidavit~~ DELETED
- C. Minimum Maintenance Program
- D. ~~Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings~~ INTENTIONALLY OMITTED
- E. Affidavit of Existing Liens or Encumbrances
- F. Mortgage Subordination Agreement(s)

EXHIBIT

"A"

**MASONIC LODGE
(East View)**

ORB 10342 F3 1270



ORB 10342 P 1271

**MASONIC LODGE
(East View)**



ORF 10342 Pg 1272
MASONIC LODGE
(East View)



ORB 10342 F: 1273

MASONIC LODGE
(North View)



**MASONIC LODGE
(South View)**



EXHIBIT C
MINIMUM MAINTENANCE STANDARDS
HISTORIC FACADE EASEMENT PROGRAM

1. Grantor agrees that at all times the building is to maintained in a good and sound state of repair and to maintain the Facades and the structural soundness and safety of the Buildings.
2. Minimum maintenance should include the following:
 - a. Periodic window washing
 - b. Painting of the exposed facade at, at minimum, every 5 years for a "fresh, clean look"
 - c. Mildew is to be removed periodically
 - d. Sidewalks should be swept or washed on a daily basis
3. There are to be no exterior telephones on the facade of the building.
4. All solid waste is to be removed and placed cleanly in the dumpster and the dumpster emptied regularly.
5. All exterior lights shall have functioning bulbs.
6. There are to be no additional nor protruding wires on the building.
7. There are to be no paper signs in the windows other than open/closed signs, hours of operations and other announcement signs (upcoming community events, for example).
8. Roof and Air Conditioning drainage shall be kept in proper working order

EXHIBIT "E"
AFFIDAVIT OF EXISTING LIENS OR ENCUMBRANCES

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared **MICHAEL S. WEINER**, who being by me first duly sworn, on oath, deposes and says:

1. I am President of Jetport II, Inc., General Partner of Jetport II, Limited.
2. The following constitute liens and encumbrances upon the real property described as Lot 1 and the East 3 feet of Lot 2, Block 69, Town of Delray, according to the plat thereof, as recorded in Plat Book 2, at Page 43 of the Public Records of Palm Beach County, Florida:

(a) Mortgage to SouthTrust Bank, N.A., in the original principal amount of \$300,000.00, as recorded in Official Record Book 10232, Page 1466, Public Records of Palm Beach County, Florida.

(b) Mortgage to First Union National Bank in the original principal amount of \$26,389.17, recorded at Official Record Book 9609, Page 1382, Public Records of Palm Beach County, Florida.

3. Restrictions, dedications and easements set out on the Plat of Town of Delray, recorded in Plat Book 2, Page 43.

4. Interlocal Agreement recorded November 13, 1997 at Official Record Book 10083, Page 611, Public Records of Palm Beach County, Florida.

FURTHER AFFIANT SAYETH NAUGHT.




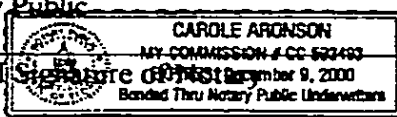
MICHAEL S. WEINER

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

ORB 10342 Pg 1277

The foregoing instrument was acknowledged before me this 19 day of March 1998 by MICHAEL S. WEINER, who is personally known to me or who has produced _____ as identification and who did take an oath.


Notary Public
Printed Signature of Notary Public


My Commission Expires

This is Not a Certified Copy

Prepared by and return to:

CAROLE J. ARONSON, ESQUIRE
Weiner, Morici & Aronson, P.A.
102 North Swinton Avenue
Delray Beach, Florida 33444

CONSENT, AND SUBORDINATION AGREEMENT

This Consent and Subordination Agreement is entered into by SOUTHTRUST BANK, N.A. ("Mortgagee") and JETPORT II, LIMITED ("Mortgagor"). In consideration of Ten Dollars (\$10.00) and other good and valuable consideration received by the undersigned.

The undersigned Mortgagee is the holder of that certain Mortgage lien dated the 11th day of February, 1998 against the property of the Mortgagor known as:

Lot 1 and the East 3 feet of Lot 2, Block 69, according to the Plat recorded at Plat Book 2, Page 43, Public Records of Palm Beach County, Florida.

Such Mortgage securing a Promissory Note in the original amount of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00), said Mortgage being recorded in Official Record Book 10232, Page 1466, Public Records of Palm Beach County, Florida ("the Mortgage").

Does hereby consent to the granting of the Facade Architectural Control and Redevelopment Easement (the "Easement") in favor of the Community Redevelopment Agency of Delray Beach to which this Consent is attached.

Further, the undersigned hereby subordinates its interest in lien to the restrictions and encumbrances created by the said Easement, except as otherwise indicated in the Easement, which Easement is hereby deemed superior and senior in interest to the lien of the Mortgage.

Provided further that any violation of the Easement by Mortgagor shall be deemed a default under the Mortgage, and Mortgagee may exercise its remedies thereunder.

WITNESSES

Celeste M. Houle
Celeste M. Houle
Printed Name
Ang E. Lopez
Ang E. Lopez
Printed Name

H. Elizabeth Lewter
H. Elizabeth Lewter
Printed Name
Thom C. Williams
Thom C. Williams
Printed Name

SOUTHTRUST BANK, N.A.

By: [Signature]
Printed Name: ROBERT SPECTOR

JETPORT II, LIMITED

By: JETPORT II, INC.
Its: General Partner

By: [Signature]
Printed Name: MARK WEINER
Its: President

STATE OF FLORIDA
COUNTY OF PALM BEACH

ORB 10342 Pg 1279

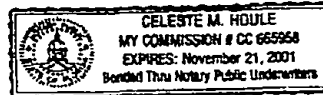
Before me, the undersigned Notary Public in and for the aforesaid County and State,
personally appeared Robert Spector, who is personally known to me or who produced
_____ as identification and did not take an oath, being first duly sworn and cautioned
by me, deposed and acknowledged that she/he executed the foregoing instrument freely and
voluntarily, for the uses and purposes therein expressed.

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me by
Robert Spector this 2 day of March, 1998

Celeste M. Houle
Notary name

My Commission Expires:

STATE OF FLORIDA
COUNTY OF PALM BEACH



Before me, the undersigned Notary Public in and for the aforesaid County and State,
personally appeared Michael Weiner, who is personally known to me or who produced
_____ as identification and did not take an oath, being first duly sworn and cautioned
by me, deposed and acknowledged that she/he executed the foregoing instrument freely and
voluntarily, for the uses and purposes therein expressed.

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me by Michael Weiner
3rd this March day of _____, 1998.

Marie P. Hankins
Notary name

My Commission Expires:



EXHIBIT F-2

Prepared by and return to:

CAROLE J. ARONSON, ESQUIRE
Weiner, Morici & Aronson, P.A.
102 North Swinton Avenue
Delray Beach, Florida 33444

ORB 10342 Pg 1280
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

CONSENT, JOINDER AND SUBORDINATION AGREEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration received

by the undersigned,

The undersigned holder of that certain Mortgage Lien dated the 4th day of October, 1996

against the property known as:

Lot 1 and the East 3 feet of Lot 2, Block 69, according to the Plat recorded at Plat
Book 2, Page 43, Public Records of Palm Beach County, Florida.

Such Mortgage securing a Promissory Note in the original amount of TWENTY-SIX
THOUSAND THREE HUNDRED EIGHTY NINE AND 15/100 DOLLARS (\$26,389.17). Said
Mortgage being recorded in Official Record Book 9609, Page 1382, Public Records of Palm Beach
County, Florida.

Does hereby consent to and join into the granting of the Facade Architectural Control and
Redevelopment Easement (the "Easement") in favor of the Community Redevelopment Agency of
Delray Beach to which this Consent is attached.

Further, the undersigned hereby subordinates its interest in lien to the restrictions and
encumbrances created by the said Easement, which Easement is hereby deemed superior and senior
in interest to the lien of the undersigned's above referred to Mortgage.

FIRST UNION NATIONAL BANK
OF FLORIDA

By: Stephanie English, Loan Officer
Printed Name: Stephanie English, Loan Officer
for: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned Notary Public in and for the aforesaid County and State,
personally appeared Stephanie English, who is personally known to me ~~as~~ as ~~who~~ as
_____ as identification and did not take an oath, being first duly sworn and cautioned
by me, depose and acknowledged that she/he executed the foregoing instrument freely and
voluntarily, for the uses and purposes therein expressed.

RECORDER'S MEMO. Legality of document
unsatisfactory when received.

