

FIRST AMENDMENT TO CONTRACT FOR SALE AND PURCHASE

This First Amendment to Contract for Purchase and Sale (First Amendment) is to be effective as of August 24, 2023, by and between CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida (Seller) and THE HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE, established and organized pursuant to the Housing Authority Law F. S. 421.24 (1939) (Buyer).

RECITALS

WHEREAS, Seller and Buyer entered into a Contract for Sale and Purchase dated as of October 25, 2021 (Agreement);

WHEREAS, the Agreement required Closing to occur no later than 22 months from the date of the Agreement;

WHEREAS, due to circumstances beyond the control of the Buyer regarding the Intended Use, the Closing did not occur;

WHEREAS, Seller and Buyer desire to (1) extend the date for Closing to occur no later than 22 months from the date the last party executes this First Amendment (Effective Date), and (2) clarify the Intended Use, and (3) adjust compliance dates and confirm satisfied preclosing compliance.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. RECITALS: The Recitals are incorporated herein.
2. CLOSING: The Closing shall occur no later than 22 months from the Effective Date of this First Amendment.
3. INTENDED USE: The Intended Use shall be a multi-family, and/or single family, and/or townhouse residential community. The remainder of paragraph 3 of the Agreement remains unchanged.
4. TITLE AND SURVEY MATTERS.
 - a. The title commitment shall be obtained no later than fifteen (15) business days after the Effective Date of this First Amendment.
 - b. Buyer shall obtain a survey within forty-five days from the Effective Date of this First Amendment.

5. INSPECTIONS: The Inspection Period has terminated. Buyer elects to proceed with this transaction beyond the Inspection Period. Paragraphs 5. b Entry and 6 remains in full force and effect.

6. PROPERTY INFORMATION: Buyer acknowledges receipt of Property Information within thirty (30) business days after the Effective Date of the Agreement.

7. APPROVALS: References in paragraph 9. APPROVALS to eighteen months shall be twenty-one months from the Effective Date of this First Amendment.

8. CLOSING: The Closing shall occur no later than twenty-two months from the Effective Date of this First Amendment at a location within the City of Fort Lauderdale to be designated by Seller. This paragraph shall supersede any contrary provision in paragraph 14. CLOSING of the Agreement.

9. MISCELLANEOUS:

a. Definitions. Capitalized terms used in this First Amendment that are not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

b. Partial Invalidity. If any term or provision of this First Amendment or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this First Amendment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this First Amendment shall be valid and enforced to the fullest extent permitted by law.

c. No Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

d. Binding Effect. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

e. Entire Agreement; No Other Modification. This First Amendment is the final expression of, and contains the entire agreement among, the parties hereto with respect to the subject matter set forth herein and may not be modified other than by an agreement in writing signed by each party hereto. Except as expressly modified by this First Amendment, all terms and conditions of the Agreement, together with any and all exhibits thereto, shall remain unmodified and are in full force and effect and enforceable in accordance with their terms. In the event of a conflict between the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control.

f. Governing Law; Venue. The parties hereto expressly agree that this First Amendment shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Florida. Any dispute arising under this First Amendment or the

documents referred to herein will be adjudicated exclusively in the courts of the State of Florida with venue in the jurisdiction.

g. Counterparts. This First Amendment may be executed in counterparts, each of which shall constitute a separate document but all of which together shall constitute one and the same agreement. Signature pages may be detached and reattached to physically form one document. A signature scanned and sent by facsimile and/or e-mail shall be binding as an original signature.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed in their respective names on the dates set forth below.

Signed, sealed and delivered
in the presence of:

Date of Execution by Buyer:
_____, 20__

(Witness)

By: _____

(Print name)

NAME: _____

(Witness)

TITLE: _____

(Print name)

("Buyer")

(SEAL) **OR**
(SEAL) (corporation not for profit)

Date of Execution by Seller:
_____, 20__

WITNESSES:

**CITY OF FORT LAUDERDALE, a
Florida municipal corporation**

By: _____
Dean J. Trantalis, Mayor

[Witness print or type name]

By: _____
Susan Grant, Acting City Manager

[Witness print or type name]

(CORPORATE SEAL)

ATTEST:

For: _____
David R. Soloman, City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

Thomas J. Ansbro, City Attorney

Lynn Solomon, Assistant City Attorney

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