

WHEN RECORDED RETURN TO:
Robert B. Dunckel,
Assistant City Attorney
City of Fort Lauderdale
P.O. Drawer 14250
Fort Lauderdale, FL 33302-4250

**THIRD AMENDMENT TO
CONVEYANCE, DEVELOPMENT AND USE AGREEMENT AND PARTIAL RELEASE**

THIS THIRD AMENDMENT TO CONVEYANCE, DEVELOPMENT AND USE AGREEMENT AND PARTIAL RELEASE (this "**Amendment**") is made and entered into as of the _____ day of _____, 2015 by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, its successors or assigns (the "**City**")

and

HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE, a public body corporate and politic, pursuant to the authority granted in Section 421.08, Florida Statutes, 437 S.W. 4th Avenue, Fort Lauderdale, FL 33315, its successors or assigns (the "**Authority**")

RECITALS

A. The Authority and the City are parties to that certain Conveyance, Development and Use Agreement dated March 13, 2008 (the "**Original Conveyance Agreement**"), as amended by that certain First Amendment to Conveyance, Development and Use Agreement dated June 2, 2010 (the "**First Amendment**") and that certain Second Amendment to Conveyance, Development and Use Agreement dated February 5, 2013 (the "**Second Amendment**" and, together with the First Amendment and the Original Conveyance Agreement, the "**Conveyance Agreement**").

B. The Authority previously revitalized a portion of the property described in the Original Conveyance Agreement (the "**Property**") and defined as the "**Phase I Revitalization Property**" in the First Amendment.

C. The Authority subsequently revitalized a portion of the Property defined as the "**Phase II Revitalization Property**" in the Second Amendment.

D. The Authority developed the Phase I Development and the Phase II Development on a portion of the Property, leaving certain remaining Property set forth on Exhibit A attached hereto and made a part hereof undeveloped (collectively, the "**Surplus Parcels**").

E. The Authority and the City desire to amend the Conveyance Agreement as follows to reflect the completion of the Phase I Development and the Phase II Development and to release the Surplus Parcels from the terms, conditions and restrictions of the Conveyance Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Conveyance Agreement as follows:

1. Recitals. The foregoing recitals are hereby incorporated herein as true and correct.
2. Completion. The City hereby acknowledges and agrees that the completion of the Phase II Development, together with the Phase I Development, resulted in the successful development and completion of 38 rental units in satisfaction of the development requirements of the Conveyance Agreement.
3. Release of Surplus Parcels. The City hereby expressly releases the Surplus Parcels from the Conveyance Agreement as of and following the date hereof and any terms, conditions and restrictions contained in the Conveyance Agreement and/or this Amendment shall be of no further force and effect with respect to the Surplus Parcels.
4. Amendments to the Conveyance Agreement.

(a) Section 4.2 of the Conveyance Agreement is hereby deleted and replaced in its entirety with the following:

"4.2 Description of Buildings and Improvements. The Construction Project shall be constructed on the Parcels conveyed in accordance with applicable Building Code(s), ordinances and all other applicable City, County, State and Federal laws, rules, regulations, ordinances and requirements. Construction must meet the new construction standards set forth in 24 CFR Part 92. The Construction Project consists of the construction of at least 38 rental units constructed on the Parcels conveyed. The Authority and the City agree and acknowledge that (i) the development and completion of the Phase I Development satisfied the requirement to build 24 of the 38 required rental units to be constructed on the Parcels and (ii) the development and completion of the Phase II Development satisfied the requirement to build 14 of the 38 required rental units to be constructed on the Parcels such that, taken together, the Phase I Development and the Phase II Development satisfied the requirements of the Construction Project.

(b) Section 4.4 of the Conveyance Agreement is hereby deleted and replaced in its entirety with the following:

"4.4 Schedule of Development of Project. Construction on a Parcel shall be deemed to have commenced upon issuance of a building permit for vertical construction of the Buildings and Improvements thereon. Authority shall substantially complete construction on a Parcel and secure Certificate(s) of Occupancy and Certificate(s) of Completion for all Buildings and Improvements thereon within eighteen (18) months from commencement of construction on such Parcel, unless extended by

other provisions of this Agreement or separate agreement signed by the City, through its City Manager. The Authority and the City agree and acknowledge that construction on the Phase I Revitalization Property and the Phase II Revitalization Property has been completed in full compliance with the terms hereof."

(c) Section 4.4.2 of the Conveyance Agreement is hereby deleted and replaced in its entirety with the following:

"4.4.2 [Intentionally Deleted.]"

(d) The definition of the term "Parcels" in the Conveyance Agreement is hereby amended to exclude the Surplus Parcels set forth on Exhibit A of this Amendment, it being understood and agreed by the City and the Authority that, as of the date hereof, all Buildings and Improvements constituting the Rental Project under the Conveyance Agreement have been developed and completed in full compliance with the terms of the Conveyance Agreement as the Phase I Development and the Phase II Development, including in compliance with any applicable schedule contained in the Conveyance Agreement.

5. Amendment to Declaration of Restrictive Covenants. The City and the Authority covenant and agree to execute and the City covenants and agrees to promptly record in the Public Records of Broward County, Florida, a Third Amendment to Declaration of Restrictive Covenants in the form attached hereto as Exhibit B (the "**Amendment to Declaration**"). The Amendment to Declaration shall, among other things, reflect the terms of this Amendment and release the Surplus Parcels from that certain Declaration of Restrictive Covenants dated as of September 3, 2008, and recorded at Official Records Book 45808, Page 1619 in the Public Records of Broward County, Florida, as amended by that certain First Amendment to Declaration of Restrictive Covenants dated as of June 2, 2010, and recorded at Official Records Book 47130, Page 1028 in the Public Records of Broward County, Florida, and that certain Second Amendment to Declaration of Restrictive Covenants dated as of February 5, 2013, and recorded at Official Records Book 49495, Page 877 in the Public Records of Broward County, Florida.

6. Conflicting Provisions. The provisions of this Amendment shall supersede any conflicting provisions in the Conveyance Agreement. Otherwise, all other terms and provisions of the Conveyance Agreement shall remain as written and in full force and effect. Except as expressly provided herein, this Amendment shall not constitute an amendment, waiver, consent or release with respect to any provision of the Conveyance Agreement, a waiver of any default thereunder or release of any of the City's or the Authority's rights and remedies.

7. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the Authority, the City and their respective successors and assigns.

8. Counterparts. This Amendment may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute one and the same instrument.

9. Defined Terms. Capitalized terms not otherwise defined herein shall have the same meaning given to such defined term in the Conveyance Agreement.

[Signature Page Follows]

SIGNATURE PAGE TO
THIRD AMENDMENT TO
CONVEYANCE, DEVELOPMENT AND USE AGREEMENT AND PARTIAL RELEASE

IN WITNESS WHEREOF, the parties have duly executed this Amendment by their duly authorized signatories effective on or as of the date first above written.

WITNESSES:

CITY OF FORT LAUDERDALE

By: _____
John P. "Jack" Seiler, Mayor

[Witness type or print name]

By: _____
Lee R. Feldman, City Manager

[Witness type or print name]

ATTEST:

(CORPORATE SEAL)

City Clerk

Approved as to form:

Robert B. Dunckel,
Assistant City Attorney

[Signatures continue on next page]

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

This instrument was acknowledged before me this ___ day of _____, 2015, by JOHN P. "JACK" SEILER, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

This instrument was acknowledged before me this ___ day of _____, 2015, by LEE R. FELDMAN, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

[Signatures continue on next page]

WITNESSES:

HOUSING AUTHORITY OF THE CITY OF FORT
LAUDERDALE

By: _____
Tam A. English, Executive Director

[Witness type or print name]

[Witness type or print name]

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

This instrument was acknowledged before me this ___ day of _____, 2015, by TAM A. ENGLISH, Executive Director of the HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

SURPLUS PARCELS

The following Parcels constitute the "Surplus Parcels":

1. Parcel "D" – 1200 Blk. N.W. 7th Street
Lot 11, Block "B" HOME BEAUTIFUL PARK, according to the Plat thereof, as recorded in Plat Book 2, Page 47 of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

Broward County Tax Folio No. 5042-04-04-0260

Being the same property shown as Parcel "D" in that Special Warranty Deed & Declaration of Restrictive Covenants from the City of Fort Lauderdale to the Housing Authority of the City of Fort Lauderdale dated September 3, 2008 and recorded in Official Records Book 45808, Page 1615 on November 14, 2008.

2. Parcel "E" – 650 N.W. 14th Avenue
Lots 28 and 29, Block 1, LINCOLN PARK CORRECTED PLAT, according to the Plat thereof, as recorded in Plat Book 5, Page 2 of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

Broward County Tax Folio No. 5042-04-11-0140

Being the same property shown as Parcel "E" in that Special Warranty Deed & Declaration of Restrictive Covenants from the City of Fort Lauderdale to the Housing Authority of the City of Fort Lauderdale dated September 3, 2008 and recorded in Official Records Book 45808, Page 1615 on November 14, 2008.

AMENDMENT TO DECLARATION

(See Attached.)