

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT FOR
DEVELOPMENT INCENTIVE PROGRAM
AND TO DEVELOPMENT AGREEMENT
FOR STREETScape ENHANCEMENT PROGRAM
INSIDE FOCUS AREA
(THRIVE PROGRESSO)**

This First Amendment to Development Agreement for Development Incentive Program ("DIP") and to Development Agreement For Streetscape Enhancement Program (Thrive Progresso) , both dated October 16, 2019 (the " First Amendment") is entered into as of the dates set forth in the signature blocks by and between the Fort Lauderdale Community Redevelopment Agency, a community redevelopment agency created pursuant to Part III, Chapter 163, Florida Statutes (the "Agency") and _____, as successor by merger to 744-748 NW 5 AVE LLC, a Florida limited liability company, Bayit Investments, LLC, a Florida limited liability company, 710 NW 5th Avenue LLC, a Florida limited liability company and 413 NW 7th Street, LLC, a Florida limited liability company (collectively referred to as the "Developer" or "Developers").

WHEREAS, the Agency Developers entered into the Agreements referenced above to fund renovation of the warehouses on the Property, redesigning the site and making streetscape improvements in NW 5th Avenue in the Community Redevelopment Area; and

WHEREAS, on June 11, 2019, the Advisory Board recommended approval of funding for this Project with funds under the Development Incentive Program as an economic development incentive to provide affordable commercial rents; and

WHEREAS, at its July 9th, 2019 meeting, the Board of Commissioners of the Agency approved an award of \$2,500,000 for the Project and authorized execution of an agreement with the Developer providing for certain funds to be paid to the Developer through the Agency's Development Incentive Program to cover a portion of the hard costs related to renovating, redesigning and repurposing the Property in support of a commitment by the Developer to charge commercial rents at reduced rental rates for a portion of the leasable area of the Property and approved an award of \$340,374.87 under the Streetscape Enhancement Program; and

WHEREAS, due to rising construction costs, the Developer seeks to revise the terms of the Restrictive Covenant as described in the Agreement and has requested additional funding under the Streetscape Enhancement Program.

NOW, THEREFORE, for and in consideration of the recitals, the mutual promises, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

The following definitions are hereby revised as follows:

- 1.11 Developer means _____, as successor by merger to 744-748 NW 5 AVE LLC, a Florida limited liability company, Bayit Investments, LLC, a Florida limited liability company, 710 NW 5th Avenue LLC, a Florida limited liability company and 413 NW 7th Street, LLC, a Florida limited liability company, jointly and severally.
- 1.13. Developer Improvements means demolition of the existing single family homes, construction of a surface level parking ,renovation, redesign and repurpose of the commercial warehouses space, including interior and exterior work and infrastructure improvements of the Property, all as more

particularly described in the Developer's application for funding under the Development Incentive Program, estimated by the Developer to cost \$_____ as more particularly described on **Exhibit "B"** attached hereto and made a part hereof.

1.20. Project Completion Date means the date on which the construction of the entire Project is substantially complete and the Certificate of Completion or Certificate of Occupancy has been issued by the appropriate Governmental Authority which completion date shall occur no later than_____, 2022.

1.23. Reimbursement Amount means an amount not to exceed \$2,500,000 of the eligible costs under the Agency's Development Incentive Program to be paid by the Agency to the Developer in equal installments on a reimbursement basis for eligible Developer's costs. For purposes hereof, the term Developer's Costs shall include the Developer's eligible costs and expenses are hard construction costs, costs to bring utilities to the site, site preparation costs, lighting, landscaping, paving and fencing as approved with the Plans and Specifications incurred for the Project. No improvements being funded under any other CRA program is eligible for reimbursement under this Agreement. (as to Development Agreement Only)

Reimbursement Amount means an amount not to exceed the lesser of \$_____ or 90% of the eligible costs under the Agency's Streetscape Enhancement Program to be paid by the Agency to the Developer in consideration of the installation and construction of the Developer Streetscape Improvements. For purposes hereof, the term Developer's Costs shall include the Developer's costs and expenses incurred in making improvements or constructing the Developer Streetscape Improvements that are construction costs, costs to bring utilities to the site, site preparation costs, lighting, landscaping, paving and fencing as approved with the Plans and Specifications. No improvements being funded under any other CRA program is eligible for reimbursement. (As to Streetscape Agreement Only)

1.24 Restrictive Covenant means the Developer's agreement to provide a community benefit by limiting the rents charged on at least fifteen thousand square feet of the leasable area ("Restricted Commercial Space") within the Project to \$18.00 per square foot, triple net, with a yearly increase in rent not to exceed five percent (5%) as certified by an independent accounting firm, selected by the Agency, but paid for by the Developer, for five (5) years following the date of the first disbursement under this Agreement. For purposes of this community benefit, lease is defined as any concession, license or other agreement, whether written or verbal, which grants a party the right to occupy, use or possess all or a portion of the Property, whether continuous or intermittent, for of period of thirty (30) days or more. Starting in year 2 of the term of this Restrictive Covenant and provided at least 10,000 of the Restricted Commercial Space has been leased at the initial rate of \$18.00 per square feet, the Developer may charge the escalated rent (\$18.00 plus annual 5% increase) as appropriate for each year thereafter on the remaining Restricted Commercial Space.

The following is added to paragraph 4.2 of Article 4 of the Development Agreement.

Developer has provided proof of building permits for renovations of the building shell and acknowledges that additional Permits and Approvals must be provided as requested by the Agency to support its request for disbursements of other improvements to the Project including permits related to Streetscape Improvements. Developer acknowledges as one of the conditions for disbursements and in connection with the contamination at the site located at _____, it shall provide a map and photographs of the soil removal area, satisfactory evidence that the soil was removed by a licensed contractor or vendor to an authorized location, satisfactory explanation as to why groundwater testing for contaminants was not completed at the site located at 413 NW 7th Street and shall provide satisfactory evidence that it has complied with the recommendations of the Report dated _____, prepared by

_____including recommendations to conduct additional testing on the site. Additional requirements may be imposed by the Agency after review of the information and photographs provided.

_____is the successor by merger to the prior entities referenced in the Agreements and _____ and the respective entities have complied with all laws, rules and regulations regarding such merger and such merger is legally recognized under the laws of Florida and any other state that where recognition is required or necessary. The members, _____ and _____ of the prior entities are the same and only members of _____. There are no minority interests who must comply with this merger or if so, such holders of the minority interests have consented to the merger. _____agrees to assume all the obligations of the prior entities under the Agreements as amended.

In all other respects, both Agreements remain unchanged and in full force and effect and are hereby ratified and confirmed as modified herein.

IN WITNESS WHEREOF, this Agreement is executed the day and year set forth below.

AGENCY:

Witnesses:

Fort Lauderdale Community Redevelopment
Agency, an agency created pursuant to Part III,
Chapter 163, Florida Statutes

By: _____
Christopher J. Lagerbloom, ICMA-CM
Executive Director

Print Name: _____

Print Name: _____

Date: _____

APPROVED AS TO FORM:
Alain E. Boileau, CRA General Counsel

ATTEST:

By: _____
Lynn Solomon, Assistant General Counsel

By: _____
David R. Soloman, CRA Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online, this ____ day of _____, 2022, by CHRISTOPHER J. LAGERBLOOM, ICMA-CM, Executive Director of the Fort Lauderdale Community Redevelopment Agency on behalf of the agency.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

DEVELOPER:

_____, a Florida Limited
Liability Company

WITNESSES:

(Signature)

Printed Name: _____

By: _____

Jonathan Fish, Authorized Member

(Signature)

Printed Name: _____

By: _____

Abraham Fish, Authorized Member

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online, this ____ day of _____, 2022, by Jonathan Fish, as Authorized Member of _____, a Florida limited liability company on behalf of the company.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online, this ____ day of _____, 2022, by Abraham Fish, as Authorized Member of _____, a Florida limited liability company on behalf of the agency.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____