

**FIRST AMENDMENT TO FORT LAUDERDALE COMMUNITY  
REDEVELOPMENT AGENCY PROPERTY AND BUSINESS  
INVESTMENT IMPROVEMENT PROGRAM AGREEMENT  
(Inside the Focus Area)**

THIS FIRST AMENDMENT TO FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY PROPERTY AND BUSINESS INVESTMENT IMPROVEMENT PROGRAM AGREEMENT dated October 16, 2019, is made and entered into this 8<sup>th</sup> day of NOVEMBER, 2022 by and between:

**FORT LAUDERDALE COMMUNITY  
REDEVELOPMENT AGENCY**, a Community  
Redevelopment Agency created pursuant to Chapter  
163, Part III, Florida Statutes, hereinafter referred to as  
"Agency",

and

**CRAVEMADNESS, LLC.**, a Florida Limited Liability  
Company, hereinafter referred to as "Developer",

WHEREAS, pursuant to Motion, approved at its meeting of October 15, 2013, the Agency authorized the creation of the Property and Business Improvement Program ("Program"); and

WHEREAS, the Program was subsequently amended by Motion on June 7, 2016, and on April 17, 2018; and

WHEREAS, Cravemadness, LLC., a Florida Limited Liability Company was approved for a Property and Business Improvement Program ("PBIP") forgivable loan not to exceed \$225,000 for improvements to the property located at 560 NW 7<sup>th</sup> Avenue, Fort Lauderdale, FL 33311 (the "Property") in accordance with the Property and Business Improvement Program Agreement dated March 20, 2019, between the CRA and Developer (the "Agreement"); and

WHEREAS, the Developer has entered into a lease with MJDC AOA, LLC, the property owner and Developer desires to make improvements for build-out and equipment for the proposed Jamaican Jerk Shack Restaurant at Shoppes on Arts

Avenue; and

WHEREAS, due to rising construction cost, the Developer requested additional funding in the amount of \$347,219.89 from the PBIP Program; and

WHEREAS, on October 11, 2022, the CRA Advisory Board recommended approval of the additional funding under the PBIP Program, waiving the maximum funding amount under the PBIP Program, and

WHEREAS, to encourage the development within the area, the Agency will contribute additional funds to be applied to the Project; and

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

### TERMS

1. The recitals are true and correct and incorporated in the Agreement as amended by this First Amendment.
2. The following sections of the Agreement are modified as follows:

### ARTICLE 2 DEFINITIONS

The following definitions replace 2.5 and 2.26 of the Agreement.

2.5 Agency Funds or Funding. The lesser of Five Hundred Seventy-Two Thousand Two Hundred Nineteen and 89/100 Dollars (\$572,219.89) or 90% of the Project Improvement Cost.

2.26 Project Cost. Costs for the Project that are eligible for payment with Agency Funds from the PBIP Program as shown on Exhibit "D", up to a maximum of 90% of the total Project Cost for the Project, or \$572,219.89, whichever is less, including the cost of material and labor for building and site improvements contemplated by this Agreement, equipment, development permitting cost and architectural and engineering design fees. The Developer has represented that the total Project Cost, is approximately \$705,035.07. An updated accounting of the Project Cost will be provided to the Agency in conjunction with the Developer's request for Agency Funds.

All other definitions in Article 2 remain unchanged.

**ARTICLE 6**  
**PROJECT FINANCING**

Section 6.2 (a) is deleted and replaced with the following:

6.2 **Agency Funds-Forgivable Loan.** Pursuant to the Agency's Program and the calculations submitted by the Developer and in consideration of the Developer developing the Project in accordance with the terms of the Property and Business Investment Improvement Program Agreement, as amended, the Agency agrees to loan to the Developer for the Project the lesser of an amount not to exceed \$572,219.89 or 90% of the total Project Cost. Funding shall be made after Developer executes the Note and Personal Guaranty and such other documents requested by the Agency.

Section 6.4 (a) is deleted and replaced with the following.

(a) **Closing on Agency Funds.** The Closing on Agency Funds for the forgivable loan shall occur on the date provided on the Project Schedule. As a condition to the Closing, Developer shall have entered into a Construction Contract executed by Developer and a Contractor for construction of the Project in accordance with the provisions of this Agreement. The Project Cost including the construction cost of the Project shown in the executed Construction Contract, equipment and soft cost relating to the construction consisting of permitting and architectural and engineering fees shall be used in the formula outlined herein to determine the amount of the loan. Funding shall be made after Developer and Owner execute the Subsequent Note, Consolidated Note (attached hereto as Exhibit "F" and "H") and Personal Guarantee (attached hereto as Exhibit "E") and such other documents requested by the Agency.

All other sections of Article 6 remain unchanged and are hereby ratified and confirmed by the Agency and Developer.

ARTICLE 9. is deleted and replaced with the following:

**ARTICLE 9**  
**DISBURSEMENTS**

9.1 **Procedures for Invoicing and Payment.** During the development of the Project, provided the Agency has received a final construction budget, sources and uses and schedule of values, Agency shall make advances for eligible expenses associated with the Project as provided on Exhibit "D".

Draw Requests. Advances hereunder shall be made no more frequently than once a month upon compliance with the conditions of this Agreement and the following conditions in form and substance satisfactory to Agency, in its sole but reasonable discretion:

(a) No Default: The warranties and representations contained in this Agreement are correct and true, all the covenants, terms and conditions of this Agreement remain satisfied, all conditions contained in Article 6.4 have been satisfied, and no unmatured event of default or event of default has occurred as of the date of the advance.

(b) Request and Evidence of Construction and Payment: Ten (10) business days prior to each advance, Developer shall supply Agency with a written request for (in form acceptable to Agency) executed by Developer for an advance, which request shall set forth the amount sought, shall constitute a covenant and affirmation of Developer that the warranties and representations in this Agreement are correct and true, that all the covenants, terms and conditions of this Agreement are being complied with, and that no unmatured event of default or event of default has occurred as of the date of the advance. The form for advances of the Agency Funds must be executed by Contractor and all requests for Agency Funds must be accompanied by such other evidence as may from time to time be reasonably requested by Agency, including, but not limited to, applications, certificates and affidavits of Agency, general contractor, and title company, if any, showing:

(i) The percentage of completion of the improvements and the value of that portion of the improvements completed at that time.

(ii) To the extent required under applicable Florida law, waiver of liens one month in arrears from all subcontractors and materialmen indicating the dollar amount received from previous draw. Waiver of liens from general contractor for the total amount of the previous draw and indicating that all outstanding claims for labor, materials and fixtures through the date of the last advance have been paid and liens therefor waived in writing, except for non-paid claims approved by Agency.

(iii) That Developer has complied with all of their respective obligations under the Agency documents as of the date of the request for an advance.

(iv) To the extent required by Agency, copies of all bills or statements for expenses for which the advance is required.

(v) That all change orders and extras required to be approved have been approved in writing by Agency.

(vi) That the amount of undisbursed Agency Funds is sufficient to pay the cost of completing the improvements in accordance with the Plans, as same may have been amended or evidence that Developer has sufficient funds to cover the cost overruns.

(vii) That each requisition of funds is to be used for the specific account for which the requisition is made.

(viii) That funds requested to be disbursed are not for any other purpose or in any other amount than as described and allocated on the Project budget.

(ix) Any change orders, cost overruns or other associated construction costs that are not covered by the balance of the loan, must first be funded by the Developer prior to the Agency funding the next draw.

The request for an advance shall contain claims for labor and materials to the date of the last inspection by the Agency and not for labor and materials rendered thereafter. One (1) time each month, the Agency may inspect the Property to determine the percentage of completion for purposes of the next request for an advance.

**Disbursements.** Disbursements by Agency shall be made to Developer, or at the election of the Agency in its sole discretion directly to the general contractor or vendor providing the labor or material, or at Agency's option, through title company, if any, and Developer shall comply with all disbursing requirements of Agency and title company.

**Developer's Contribution.** The Developer represents that in addition to Agency funds it will fund the remainder of the Project through its own funds or through an additional project lender and is obligated to fund the balance of the Project costs in excess of the Agency Funds and any costs overruns. Further, Developer shall fund its contribution towards costs related to the Project before the Agency will make any disbursement under this Agreement. Alternatively, Agency in its sole discretion shall have the option to fund approved Project Costs pari parsu with Developer's funds.

**Final Advance.** Within ten (10) days of the completion of the improvements being funded with Agency Funds, in addition to satisfying all of the conditions and supplying all of the documents required under this Agreement, Developer shall supply Agency with the following documents prior to payment of the final advance and, in form and substance reasonably acceptable to Agency:

1) Certificates from Developer's architect, engineer, contractor, certifying that the improvements (including any off-site improvements) have been completed in accordance with, and as completed comply with, the Plans and all laws and governmental requirements; and Agency, upon request, shall have received two (2) sets of detailed "as built" Plans approved in writing by Developer, Developer's architect, and each contractor;

2) Final affidavits (in a form approved by Agency) from architect, engineer, general contractor and each contractor certifying that each of them and their subcontractors, laborers, and materialmen has been paid in full for all labor and materials for construction of the improvements; and final lien releases or waivers (in a form approved by Agency) by architect, engineer, general contractor, and all subcontractors, materialmen, and other parties who have supplied labor, materials, or services for the construction of the improvements, or who otherwise might be entitled to claim a contractual, statutory or constitutional lien against the Property;

3) Evidence satisfactory to Agency that all laws and governmental requirements have been satisfied, including receipt by Agency of all necessary governmental licenses, certificates and permits (including certificates of occupancy) with respect to the completion, use, occupancy and operation of the improvements, together with evidence satisfactory to Agency that all such licenses, certificates, and permits are in full force and effect and have not been revoked, canceled or modified;

4) Certificates of Occupancy for the improvements;

5) Policies of fire, lightning and extended coverage insurance, and such other types of insurance as may be reasonably required by Agency in such amounts and containing such terms as required in this Agreement or as otherwise required by Agency, endorsed to show the interests of Agency and in form and substance and written by companies satisfactory to Agency.

6) The Agency's Authorized Representative without further approval from the governing body of the Agency shall have the discretion to waive certain requirements relating to disbursements and draw request which are considered cumbersome or excessive in its sole discretion given the size, scope and nature of the Project.

Section 14.1 (3) is deleted and replaced with the following:

(3) Developers sells or otherwise transfers its leasehold interest in the Property prior to expiration of the five (5) year term as described in the Agreement.

All other sections of Article 14 remain unchanged and are hereby ratified and confirmed by the Agency and Developer.

Exhibit "D" is deleted and replaced with the EXHIBIT "D" REVISED BUDGET – PROJECTED AGENCY FUNDS

Exhibit "E" is deleted and replaced with the EXHIBIT "E" REVISED PERSONAL GUARANTEE

Exhibit "F" RESTATED AND CONSOLIDATED PROMISSORY NOTE is added to the Agreement

Exhibit "H" NOTE is added to the Agreement

Ratify.

The Agreement is hereby ratified and remains in full force and effect according to the terms of this Agreement and this First Amendment.

IN WITNESS WHEREOF, the parties hereto have set their hands effective as of the date set forth in the introductory paragraph.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have set their hands effective as of the date set forth in the introductory paragraph.

**AGENCY:**

**WITNESSES:**

**FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163

Donna Varisco

Donna Varisco

[Witness print or type name]

H. Skourlidaki

Haterina Skourlidaki

[Witness print or type name]

By: 

Greg Chavarria, Executive Director

**ATTEST:**

D.R.S.

David R. Soloman, CRA Secretary



**APPROVED AS TO FORM:**

Alain Boileau, General Counsel

By: 

Lynn Solomon, Assistant General Counsel



**DEVELOPER:**

**WITNESSES:**

Lizeth DeTorres  
Lizeth DeTorres  
[Witness print or type name]

Tania Bailey-Watson  
Tania Bailey-Watson  
[Witness print or type name]

Cravemadness, LLC., a Florida Limited Liability Company

By: Christine Mills  
Christine Mills, Manager

**WITNESSES:**

Lizeth DeTorres  
Lizeth DeTorres  
[Witness print or type name]

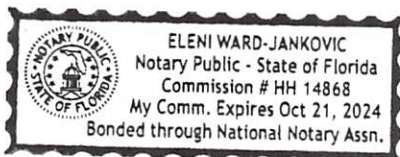
Tania Bailey-Watson  
Tania Bailey-Watson  
[Witness print or type name]

Cravemadness, LLC., a Florida Limited Liability Company

By: Garfield Mills  
Garfield Mills, Manager

STATE OF FLORIDA  
COUNTY BROWARD

The foregoing instrument was acknowledged before me by means of ✓ physical presence or     online notarization this 3rd day of November, 2022 by Christine Mills, Manager of Cravemadness, LLC., a Florida Limited Liability Company on behalf of the company. She is personally known to me or has produced FL. Driver License as identification.



Notary Public, State of Florida  
(Signature of Notary taking

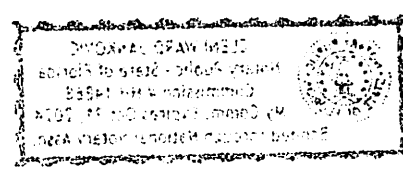
Eleni Ward-Jankovic

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Acknowledgment)

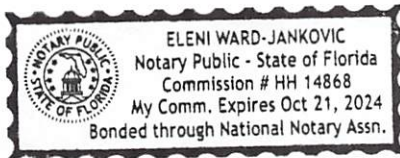
\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

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

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY BROWARD

The foregoing instrument was acknowledged before me by means of ✓ physical presence or \_\_\_\_\_ online notarization this 3rd day of November, 2022 by Garfield Mills, Manager of Cravemadness, LLC., a Florida Limited Liability Company on behalf of the company. He is personally known to me or has produced FL. Driver License as identification.

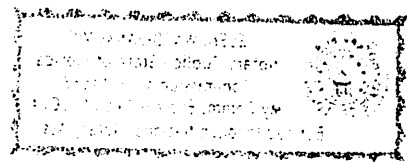


Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

Eleni Ward-Jankovic  
Name of Notary Typed,  
Printed or Stamped

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

\_\_\_\_\_  
Commission Number





COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

4L

Today's Date: 11/03/2022

DOCUMENT TITLE: First Amendment to Fort Lauderdale Community Redevelopment Agency Property and Business Investment Improvement Program (PBIP) Agreement with Cravemadness, LLC

COMM. MTG. DATE: 11/01/2022 CAM #: 22-1037 ITEM #: R-3 CAM attached: ☒ YES ☐ NO

Routing Origin: CRA Router Name/Ext: Eleni Ward-Jankovic / Ext. 8228

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

2) City Attorney's Office # of originals attached: 4 Approved as to Form: ☒ YES ☐ NO

Date to CCO: 11.8.22

LS  
Initials

LS  
Lynn Solomon

3) City Clerk's Office: # of originals: 4 Routed to: Donna Varisco/CMO/X5013 Date: 11/08/22

4) City Manager's Office: CMO LOG #: NOV-17 Date received from CCO: CEO 11/8/22

Assigned to: GREG CHAVARRIA ☐ SUSAN GRANT ☐ ANTHONY FAJARDO ☐  
GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A FOR GREG CHAVARRIA TO SIGN

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 4 originals to ☐ Mayor ☒ CCO Date: 11/9/22

5) Mayor/CRA Chairman: Please sign as indicated. Forward 4 originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains 0 original and forwards 43 original(s) to: Eleni Ward-Jankovic/CRA/8228  
(Name/Dept/Ext)

Attach     certified Reso #     ☐ YES ☒ NO Original Route form to CAO