FIRST AMENDMENT TO FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY PROPERTY AND BUSINESS IMPROVEMENT PROGRAM AGREEMENT

This First Amendment dated Sept 30, 2021 amends and modifies that certain Fort Lauderdale Community Redevelopment Agency Property and Business Program Agreement dated June 14, 2021 (the "Agreement") between the Fort Lauderdale Community Redevelopment Agency ("Agency"), Patio Bar and Pizza, LLC, a Florida limited liability company ("Developer") with a joinder and consent from Urban North, LLC., a Florida limited liability company. (the "Owner ").

RECITALS

Whereas, the Agency provided funding to the Developer for interior and exterior improvements to the Property, located in the Northwest Progresso Flagler Heights Community Redevelopment Area ("CRA Area"); and

Whereas, the Agency funding was secured by a third Mortgage on the Property; and

Whereas, the Owner has applied to First Republic Bank for a loan in the amount of $1,600,000 which shall be secured by a first priority mortgage encumbering the Property; and

Whereas, First Republic Bank has requested a subordination of the Agency mortgage lien; and

Whereas, the Agency has agreed to execute a Subordination Agreement in favor of First Republic Bank, provided the Owner provides additional collateral to secure the CRA loan; and

Whereas, the Owner has agreed to provide additional collateral in favor of the Agency and has agreed to reinvest $225,000 from the proceeds of the First Republic Bank loan for renovating or rehabilitating real property owned by the Owner in the CRA Area in consideration of the Agency agreement to subordinate its interest in favor of First Republic Bank.

Now therefore in consideration of the foregoing, the parties agree as follows:

TERMS AND CONDITIONS

1. The recitals are true and correct and are incorporated herein.
2. The Developer ratifies and agrees to the terms and conditions of the Agreement as amended by this First Amendment.

Ω ΚΡΣ

3. The Owner has or may receive funding from the Agency under its Facade Program Participation Agreement (the "Façade Agreement"). Developer and the Owner agrees and acknowledges that a default under Façade Agreement shall constitute a default under this Agreement.
4. The Owner agrees to execute an Amendment to Mortgage, in form and content acceptable to the Agency, which instruments shall encumber and constitute a lien on the real property described in Exhibit A, shall add additional real property as collateral and shall amend the Mortgage dated June 5, 2019, and recorded July 6, 2020, under instrument No. 116590962 of the public records of Broward County, Florida.
5. In consideration of the Agency's agreement to subordinate its interest in the Property, the Owner agrees to reinvest $225,000 from the proceeds of the First Republic Bank loan in renovating or rehabilitating real property owned by the Owner in the CRA Area and shall identify the property address, legal description, scope of work, document cost and expenses and otherwise provide satisfactory evidence of its investment in renovation or rehabilitating real property located in the CRA Area upon request from the Agency.
6. Unless modified herein, all other terms and conditions of the Agreement remain unchanged and are in full force and effect.

REMAINDER OF THE PAGE LEFT BLANK

SIGNATURE PAGES TO FOLLOW

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

Scott Wyman
Print Name

Aimee Llaurd
Print Name

AGENCY:

Fort Lauderdale Community Redevelopment Agency, a body Corporate and politic of the State of Florida created pursuant to Part III, Chapter 163

By _____
Dean J. Trantalis, Chair

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

CRA General Counsel:
Alain E. Boileau, General Counsel

_____
Lynn Solomon, Assistant General Counsel

ATTEST:

FOR _____
Jeffrey A. Modarelli, CRA Secretary

CITY OF FORT LAUDERDALE ESTABLISHED MARCH 27TH 1911 BROWARD COUNTY, FLORIDA SEAL

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online, this 13th day of October, 2021, by DEAN J. TRANTALIS, Chair of the **Fort Lauderdale Community Redevelopment Agency,** on behalf of the agency.

Jeanette A. Johnson
Notary Public, State of Florida

Jeanette A. Johnson
Name of Notary Typed, Printed or Stamped

JEANETTE A JOHNSON
Notary Public - State of Florida
Commission # GG 276785
My Comm. Expires Jan 31, 2023
Bonded through National Notary Assn.

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☑ physical presence or ☐ online, this 4th day of October, 2021, 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

Aimee Llauro
Name of Notary Typed, Printed or Stamped

Notary Public State of Florida
Aimee Llauro
My Commission GG 321478
Expires 05/08/2023

Personally Known ✓ OR Produced Identification_____

Type of Identification Produced _____

WITNESSES:

_____

Erica Weiper
(Witness print or type name)

_____

Aimee Llauro
(Witness print or type name)

DEVELOPER:

Patio Bar and Pizza, LLC, a
Florida limited liability company

By: _____
BRIAN PARTENTEAU, Manager

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this by means of ☐✓ physical presence or ☐ online, this 30 day of September, 2021, by, BRIAN PARTENTEAU, as Manager of **Patio Bar and Pizza, LLC** a Florida limited liability company, on behalf of the company.

_____
Notary Public, State of Florida

Notary Public State of Florida
Aimee Llauro
My Commission GG 321478
Expires 05/08/2023

Aimee Llauro
Name of Notary Typed, Printed or Stamped

Personally Known ✓ OR Produced Identification_____

Type of Identification Produced _____

JOINDER AND CONSENT

THE OWNER JOINS IN AND CONSENTS TO THE TERMS AND CONDITIONS OF THIS FIRST AMENDMENT AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS THEREOF.

WITNESSES:

_____

Aimee Llauro
(Witness print of type name)

_____

Erica Keiper
(Witness print of type name)

OWNER:

Urban North, LLC, a Florida limited liability company

By:_____
Title: Manager
Print Name: Jay Adams

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this by means of ☑ physical presence or □ online, this 30 day of September, 2021, by, JAY ADAMS, as Manager of **Urban North, LLC** a Florida limited liability company, on behalf of the company.

_____
Notary Public, State of Florida

Notary Public State of Florida
Aimee Llauro
My Commission GG 321478
Expires 05/08/2023

Aimee Llauro
Name of Notary Typed, Printed or Stamped

Personally Known ✓ OR Produced Identification_____

Type of Identification Produced _____

Exhibit "A"

Lots 1, 2 and 3, Block 256, PROGRESSO, according to the Plat thereof recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida. Said land situate, lying and being in Broward County, Florida.

Together With

An Unnumbered Triangle Tract of Land Lying South of Block 214, of PROGRESSO, according to the Plat thereof Recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Beginning at the Southeast corner of the intersection of 21st Street (Now N.E. Third Avenue) and Avenue D (Now N.E. 9th Street); thence South 180 Feet, thence Northeasterly Parallel to the right of way line of the Florida East Coast Railway to the South line of Avenue "D" (Now N.E. 9th Street), thence West 170 feet along the South line of Avenue "D" (now N.E. 9th Street) to the point of beginning.

Said land situate, lying and being in Broward County, Florida.

COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM
Today's Date: 10/1/2021

2L 10/14/2021

DOCUMENT TITLE: Urban North- First Amendment to Ft. Lauderdale CRA PBIP Agreement Agreement

COMM. MTG. DATE: **9/21/2021** **CAM #:** 21-0834 **ITEM #:** M-2 **CAM attached:** ☒YES ☐NO

Routing Origin: CAO **Router Name/Ext:** **Erica K./6088** **Action Summary attached:** ☒YES ☐NO

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.

~~**1) Dept:** _____ **Router Name/Ext:** _____ **# of originals routed:** 1 **Date to CAO:** _____~~

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2) City Attorney's Office: Documents to be signed/routed? ☒YES ☐NO # of originals attached: 2

Is attached Granicus document Final? ☒YES ☐NO Approved as to Form: ☒YES ☐NO

Date to CCO: 9/22/2021 Lynn Solomon (Attorney's Name) LS (Initials)

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3) City Clerk's Office: # of originals: 2 **Routed to:** Donna V./Aimee L./CMO **Date**: 10/1/2021

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4) City Manager's Office: CMO LOG #: Oct-2 Document received from: 10-1-21

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: **T. Smith** _____ (Initial/Date) PER ACM: **G. Chavarria** _____ (Initial/Date)
☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions:_____

~~Forward~~ 2 ~~originals to~~ ☑ ~~Mayor~~ ☐ ~~CCO~~ ~~**Date:**~~ 10-4-21

~~**5) Mayor/CRA Chairman:** Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) **Date:** _____~~

~~**6) City Clerk:** Forward~~ 2 ~~originals to CAO for **FINAL APPROVAL** **Date:**~~ 10/14/2021

~~**7) CAO forwards** __ originals to **CCO** **Date:** _____~~

8) City Clerk: Scan original and forwards 1 original to: Erica Keiper/ xt. 6088

Attach___ certified Reso#_____ ☐YES ☐NO **Original Route form to:** Erica K./6088

Rev. 9/9/2020