

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT (the "First Amendment") is made and entered into as of May 13, 2019 (the "Effective Date"), by and between HALLANDALE CITY CENTER, LLC, a Florida limited liability company (the "Developer"), and the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (the "HBCRA").

R E C I T A L S

1. The HBCRA and the Developer entered into that certain Redevelopment Agreement dated March 19, 2018 (the "Redevelopment Agreement").

2. The Developer and the HBCRA desire to incorporate certain modifications into the Redevelopment Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this First Amendment and the Redevelopment Agreement, the adequacy of which is hereby acknowledged, the Developer and the HBCRA agree as follows.

Section 1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference. All defined terms not defined in this First Amendment shall have the meanings set forth in the Redevelopment Agreement.

Section 2. Site Plan. The Site Plan attached to the Redevelopment Agreement as Exhibit "B" is hereby deleted in its entirety and replaced by the Site Plan attached hereto as Exhibit "B" and by this reference made a part hereof. The HBCRA hereby acknowledges and agrees that the Site Plan is acceptable to the HBCRA.

Section 3. Project. Line 4 of Section 2.2 is hereby amended by inserting the words "within which the Developer shall use its best efforts to provide a grocery store of at least 6,000 square feet (the "Grocery Store")," after the words "commercial space." The Developer acknowledges and agrees that best efforts shall include, but not be limited to, aggressively marketing the commercial space in accordance with industry standards. The Developer agrees that the Grocery Store shall not be a convenience store, convenience shop, mini market, mini mart or the like

Section 4. Development Approvals. Notwithstanding anything in the Redevelopment Agreement to the contrary:

4.1 Within one hundred and eighty (180) days of the date of this First Amendment, the Developer shall submit the necessary applications and receive approval from the City for (a) the Site Plan, (b) rezoning and (c) right of way vacation (collectively, the "Necessary Development Approvals"). Developer shall submit and diligently process the applications for the Necessary Approvals, but Developer may request reasonable extensions to this timeline for unforeseen delays caused by the HBCRA or the City, which

request shall be approved or denied by the HBCRA Executive Director in his reasonable discretion. In the event of an appeal by a third party of the City's approval of any of the Necessary Development Approvals ("Third Party Appeal"), the Developer shall have the right, within thirty (30) days after the filing of the Third Party Appeal, at its sole discretion, upon written notice to the HBCRA to terminate the Redevelopment Agreement and receive a return of the Developer Contribution set forth in Section 3.9. In the event Developer elects not to terminate the Redevelopment Agreement after the filing of a Third Party Appeal, all terms, provisions, conditions, obligations and timelines relating to both HBCRA and Developer under the Redevelopment Agreement shall be tolled until the termination of all judicial and appellate proceedings.

4.2 Within one hundred eighty (180) days of the approval from the City of the Necessary Development Approvals, Developer shall submit to the City the building permit application.

4.3 The Developer acknowledges and agrees that the Project shall comply with all City Code requirements relative to green buildings and LEED certification.

The term Development Approvals includes the Necessary Development Approvals for all intents and purposes.

Section 5. HBCRA Lease. Developer agrees to lease to the HBCRA up to six thousand (6,000) square feet in the Project (the "Premises"). The Premises shall be facing Foster Road and shall be used for purposes as determined by the HBCRA. The lease term shall terminate prior to or upon the sunset of the HBCRA as determined by the HBCRA and set forth in the lease agreement. The rent and other terms shall be agreed upon by the parties consistent with the Developer's standard form lease agreement for the Project; provided, however, the parties agree (a) to negotiate a discounted rent commensurate with the then market rates applicable at the time of Project completion and (b) the Developer, at the HBCRA's cost and expense, shall make tenant improvements and buildout the Premises to the specifications of the HBCRA. HBCRA shall provide the Developer with written notice of the amount of the requested square footage and location as soon as practicable but, in any case, prior to the submittal of plans and specifications for the building permit so that the Developer can incorporate the Premises into its plans and specifications. HBCRA may elect to lease less than the whole of the Premises so long as not less than 2000 square feet remains unleased by HBCRA. Alternatively, the HBCRA may, upon written notice to the Developer no later than the submittal of plans and specifications for the building permit, elect to waive its right to lease the Premises in the Project and shall not have any liability to the Developer in the event the HBCRA elects not to lease the Premises.

Section 6. Additional Developer Community Commitments. Section 3.9 of the Redevelopment Agreement is deleted in its entirety and replaced by the following:

"3.9 Additional Developer Community Commitments. In addition to the community commitments set forth in Section 4.6, the Developer acknowledges and agrees to the additional community commitment set forth herein. Developer agrees to provide a financial contribution towards the creation of art/culinary incubator and other related uses determined by the HBCRA in

the amount of Fifty Thousand and 00/100 (\$50,000.00) (the “Developer Contribution”), the receipt of which funds is acknowledged by the HBCRA. The Developer and HBCRA acknowledge and agree that, except (a) as set forth in Section 4.1 above or (b) in the event the Necessary Development Approvals are not approved either by the City or a court of competent jurisdiction and the Agreement is terminated, or (c) the Agreement is terminated based on the default of the HBCRA, the Developer Contribution is non-refundable and that the HBCRA is authorized to expend the funds in its discretion throughout the Community Redevelopment Area. In the event of any of the occurrence of (a), (b) or (c) above, the Developer Contribution shall be returned to Developer.”

Section 7. Gap Grant. Section 3.11 of the Redevelopment Agreement is hereby amended to reschedule payment of the Gap Grant as follows:

7.1 Line 1 of Section 3.11(a) is amended by deleting “2018-19” and inserting “2019-20.”

7.2 Line 1 of Section 3.11(b) is amended by deleting “2019-20” and inserting “2020-21.”

7.3 Line 1 of Section 3.11(c) is amended by deleting “2020-21” and inserting “2021-22.”

Section 8. Workforce Housing. Developer acknowledges and agrees that at least two (2) of the fourteen (14) residential rental units required as part of the Workforce Housing obligation in Section 4.6(a) of the Redevelopment Agreement shall be for senior citizens who are sixty five (65) years old or older with (a) one unit for a senior citizen who would qualify pursuant to the Broward County Affordable Housing Standards up to very low or up to 50% of the area medium income (AMI) and (b) one unit for a senior citizen who would qualify pursuant to the Broward County Affordable Housing Standards up to low or up to 80% of the area medium income (AMI). The two senior citizen categories in (a) and (b) are based on a household size and subsequent income per the Broward County income chart of two people (very low income up to 50% of AMI for a household of two people is currently not more than \$32,350, and low income up to 80% of AMI for a household of two people is currently not more than \$51,750).

Section 9. Developer Default. Section 8.1 of the Redevelopment Agreement is hereby amended by inserting the following subsection 8.1(k):

“(k) Failure to Commence Construction of the Work. If the Developer fails to commence construction of the Work within ninety (90) days following the the conveyance of the Property to the Developer. In such event Developer shall not be entitled to the Cure Period provided in Section 8.1(a) of the Agreement for a default under this subsection (k).”

The second line of the first full paragraph following subsection 8.1(k) is amended by deleting “(j)” and inserting “(k)”.

Section 10. Ownership and Control of Developer. Section 13(a) and (b) of the Redevelopment Agreement is hereby amended as follows:

“(a) As of the Effective Date, the names and percentage interests of the members of the Developer are as follows: (i) Claudia Penas (40%), (ii) Jabibo MS, LLC (20%) and (iii) Hallandale City Center Member, LLC (40%).

(b) As of the Effective Date, Hallandale City Center Member, LLC is the manager of the Developer and Claudia Penas is the manager of Hallandale City Center Member, LLC.”

Section 11. Conflicts. Except as expressly modified herein by this First Amendment, the provisions of the Redevelopment Agreement remain unmodified and in full force and effect and are hereby ratified by the parties. In the event of any conflict between the terms and provisions of this First Amendment and the terms and provisions of the Redevelopment Agreement, the terms and provisions of this First Amendment shall control.

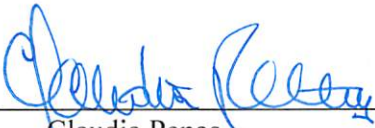
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IN WITNESS WHEREOF, the undersigned have caused the execution hereof as of May 13, 2019.

DEVELOPER:

HALLANDALE CITY CENTER, LLC,
a Florida limited liability company

By: HALLANDALE CITY CENTER, LLC,
a Florida limited liability company,
its Manager

By: 

Claudia Penas
Manager


HBCRA:

HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY,
a public body corporate and politic

By: 


Jeremy Earle
Executive Director

Attest:

By:  5/14/19

Jenorger M. Guillen
HBCRA Clerk

Approved as to form and legal sufficiency:

By: 

Fox Rothschild LLP
HBCRA Attorney

SECRET

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