

SECOND AMENDMENT

THIS IS A SECOND AMENDMENT TO THE AGREEMENT No. 1386 dated _____, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

HABITAT FOR HUMANITY OF BROWARD, INC., a Florida corporation, having its office and place of business at 888 NW 62nd Street, 2nd Floor, Fort Lauderdale, Florida 33309, hereinafter referred to as "DEVELOPER."

WHEREAS, the parties entered into agreement No. 1386 for development of the property located at the Southwest corner of NW 6th Avenue and NW 15th Street (9.035 net acres) on July 28, 2017, ("Original Agreement"), and approved by City Resolution No. 2017-283 on July 11, 2017; and

WHEREAS, the parties entered into a First Amendment to the Original Agreement on April 3, 2018, and approved by Resolution No. 2018-122 dated March 27, 2018; and

WHEREAS, the parties have mutually agreed to amend the Original Agreement by changing certain terms and conditions.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and DEVELOPER agree as follows:

1. Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement No. 1386 effective July 28, 2017, approved and adopted by Resolution No. 2017-283, and subsequently amended on April 3, 2018 by Resolution No. 2018-122, are incorporated herein, as if attached hereto and made a part hereof, shall remain in full force and effect except as specifically amended hereinbelow.

3. That Paragraph 3., “Permitted Land Uses,” of the Original Agreement is hereby amended to read as follows:

3. PERMITTED LAND USES – DEVELOPER shall develop the Property with the following uses:

A. Construction of a development containing ~~77~~ 76 single-family residential units (“RESIDENTIAL UNITS”), and

B. Construction of two City Parks to be outlined below (~~“PARK”~~), all uses being consistent and compatible with the PROPERTY’s land use and zoning designations as permitted by the CITY (collectively the “DEVELOPMENT”).

4. That Paragraph 11., “Site Development Work,” of the Original Agreement is hereby amended to read as follows:

11. SITE DEVELOPMENT WORK – Subject to the terms stated herein, the DEVELOPMENT will be constructed in Phases as outline below, but is described in more detail in Exhibit “E,” (“Phasing Plan”):

...

Phase 2B Completion of ~~the Park~~ Park I as outlined in this agreement.

...

Phase 5A Completion of Park II as outlined in this agreement.

Phase 6 Completion of ~~Eighteen~~ Seventeen (~~18~~ 17) homes (cumulative ~~Seventy-Seven~~ Six (~~77~~ 76) Homes).

Phase 6A Completion of vertical component of Park II

...

5. That Paragraph 15., “Park Name, Signs and Development,” of the Original Agreement is hereby amended to read as follows:

15. PARK NAME, SIGNS, AND DEVELOPMENT

A. Name. DEVELOPER agrees to comply with the CITY'S criteria for naming of ~~the Park~~ Park I and Park II which policy has been approved by the City Commission and outlines certain criteria that must be met and approved by the City Commission.

B. Signs.

a. Main Park Signs. DEVELOPER shall receive prior approval from City for Park Signs and shall purchase and provide ~~the Park~~ signs for Parks I and Park II, which the CITY agrees it will maintain upon acceptance of the Parks

b. Park Hours Signs. The CITY will provide sign(s) for ~~Park~~ Park I and Park II hours upon acceptance of the City Parks.

C. Development. DEVELOPER will provide:

a. Parking for ~~the park~~ Park I and Park II as shown in the Master Plan and approved by the CITY;

b. Solar ambient lighting will be paid for and provided by the DEVELOPER;

c. A five foot (5') fence with one gate to each street as shown in the Master Plan; and

d. The CITY acknowledges and is aware that DEVELOPER is intending to use KaBoom, through a DEVELOPER special donor, for the vertical development (park equipment) of the ~~Park~~ Park I. It is understood that KaBoom has its own procedures in developing parks to suit the surrounding community that will be utilizing the equipment. The CITY hereby agrees to the vertical development of ~~the Park~~ Park I in Phase 2B as outlined in the KaBoom procedures attached hereto as Exhibit “H” (“KABOOM PROCEDURES”). Any timelines for the construction of the RESIDENTIAL UNITS PHASES will not affect Phase 2B. The PARTIES agree that best efforts will be made to work with KaBoom to have the vertical development completed timely, preferably

before the start of Phase 3, but definitely no later than the completion of Phase 4A or 54 homes completed.

6. That Paragraph 17., “Park Impact Fees,” of the Original Agreement is hereby amended to read as follows:

17. Park Impact Fees – the CITY agrees that DEVELOPER will receive credit for the land dedicated for ~~the Park~~ Park I and Park II against the Neighborhood Park Impact Fee; said credit will be divided by ~~77~~ 76 and applied against the fee assessed to each RESIDENTIAL UNIT upon the individual unit permit being issued (see Exhibit G).

A. ~~46.7%~~ 74.73% of the total current Neighborhood Park Impact fee will be credited at the time of permit approval for each Residential Unit.

...

7. That Paragraph 21., “Notices,” of the Original Agreement is hereby amended to read as follows:

21. NOTICES - ...

For DEVELOPER: Executive Director
Habitat for Humanity of Broward, Inc.
~~3564 North Ocean Boulevard~~
~~Fort Lauderdale, FL 33308~~
888 NW 62 Street
Fort Lauderdale, FL 33309

...

8. That Paragraph 30. “Governing Law,” of the Original Agreement is hereby deleted and replaced with the following language:

30. Governing Law - Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY

RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

9. The Original Agreement is amended by adding additional language as follows:

33. Public records. DEVELOPER shall comply with all provisions of Florida Statutes Chapter 119. Specifically Developer shall: 1. Keep and maintain public records required by the CITY in order to perform the service; 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the DEVELOPER does not transfer the records to the CITY; and 4. Upon completion of the contract, transfer, at no cost to the CITY, all public records in possession of the DEVELOPER, or keep and maintain public records required by the CITY to perform the service. If the DEVELOPER transfers all public records to the CITY upon completion of the contract, the DEVELOPER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the DEVELOPER keeps and maintains public records upon completion of the contract, the DEVELOPER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

Failure to comply with said statutory requirements may subject DEVELOPER to penalties under 119.10, Florida Statutes, as amended.

**PUBLIC RECORDS CUSTODIAN
IF THE DEVELOPER HAS QUESTIONS
REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO
THE DEVELOPER'S DUTY TO PROVIDE
PUBLIC RECORDS RELATING TO THIS
CONTRACT, CONTACT THE CUSTODIAN
OF PUBLIC RECORDS AT:**

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

10. The attached Exhibits “B,” “C,” “E,” “F,” and “G,” are hereby substituted for, and in all references replace, that Exhibits “B,” “C,” “E,” “F,” and “G,” which were attached to, referenced and made a part of the Original Agreement.

11. The DEVELOPER covenants and agrees it shall also be responsible and shall indemnify and hold CITY harmless of any and all costs, damages, charges and repairs of any kind arising out of the Original Agreement, First Amendment and Second Amendment.

12. Effective Covenants – The burdens of this Second Amendment shall run with the land and shall be binding upon, and the benefits of this Second Amendment shall inure to, all successors in interest of the Parties to this Second Amendment.

13. Recording – This Second Amendment shall be recorded in the Public Records of Broward County, at the sole cost of the DEVELOPER, within fourteen (14) days after the execution by the parties.

14. Effective Date – This Second Amendment shall become effective upon execution and recordation in the Public Records of Broward County, Florida.

15. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the amendment had been originally included in the Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK
Date:

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

"DEVELOPER"

Habitat for Humanity of Broward, Inc.

Witnesses:

Denise R Peterson

DENYSE R PETERSON
(Print or Type Name)

Zayn Frost

Zayn Frost
(Print or Type Name)

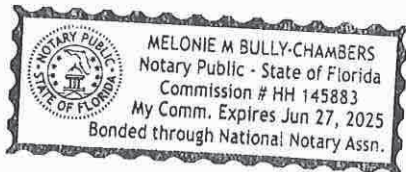
By: [Signature]
Nancy L. Robin, CEO

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 30 day of April, 2022, by Nancy L. Robin as CEO of Habitat for Humanity of Broward, Inc., a Florida not for profit corporation on behalf of the corporation. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Melonie Bully-Chambers
(Name of Acknowledger Typed, Printed or Stamped)

HH 145883
Commission Number

:jrm
2/17/22
L:agr/dev-srvc/2022-382

Exhibit "E" - Amended (2022)

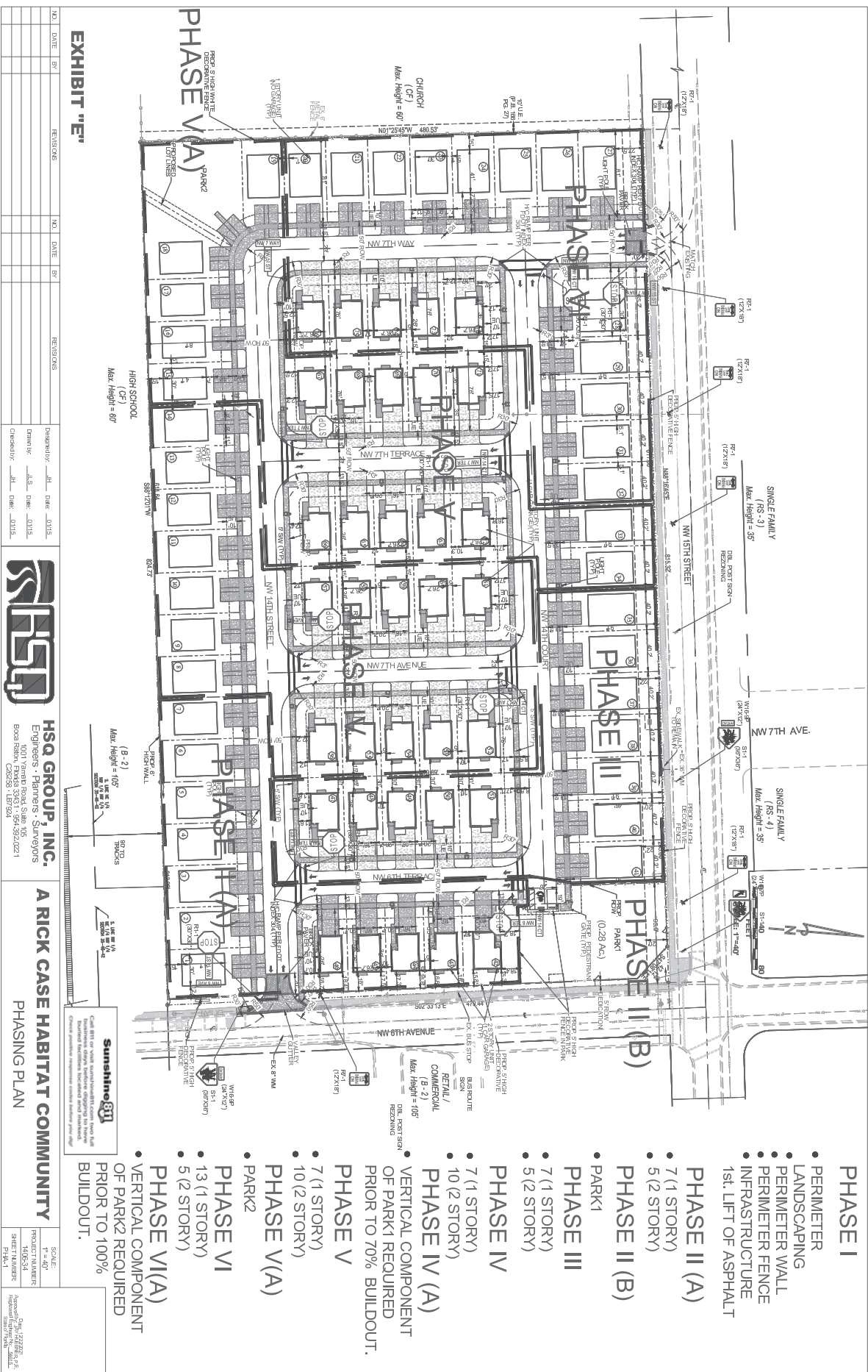


EXHIBIT "E"

NO.	DATE	BY	REVISIONS	NO.	DATE	BY	REVISIONS



HSO GROUP, INC.
 Engineers - Planners - Surveyors
 1001 Grand Road, Suite 105
 Boca Raton, Florida 33431 • 561.352.0221
 C2205 - 1/19/2024

A RICK CASE HABITAT COMMUNITY
 PHASING PLAN

Sunshine BTI
 Construction Management
 1001 Grand Road, Suite 105
 Boca Raton, Florida 33431 • 561.352.0221
 C2205 - 1/19/2024

SCALE: 1" = 40'
 SHEET NUMBER: PH-1
 APPROVED BY: [Signature]
 DATE: 1/19/2024

- PHASE I
 - PERIMETER LANDSCAPING
 - PERIMETER WALL
 - PERIMETER FENCE
 - INFRASTRUCTURE
 - 1st. LIFT OF ASPHALT
- PHASE II (A)
 - 7 (1 STORY)
 - 5 (2 STORY)
- PHASE II (B)
 - PARK1
- PHASE III
 - 7 (1 STORY)
 - 5 (2 STORY)
- PHASE IV
 - 7 (1 STORY)
 - 10 (2 STORY)
- PHASE V (A)
 - VERTICAL COMPONENT OF PARK1 REQUIRED PRIOR TO 70% BUILDOUT.
- PHASE V
 - 7 (1 STORY)
 - 10 (2 STORY)
- PHASE V(A)
 - PARK2
- PHASE VI
 - 13 (1 STORY)
 - 5 (2 STORY)
- PHASE VI(A)
 - VERTICAL COMPONENT OF PARK2 REQUIRED PRIOR TO 100% BUILDOUT.

EXHIBIT "G" - AMENDED 2022

Required Land in lieu of Fee

Total Units	Number of Units	Number of Bedrooms	Persons per Bedroom per 154.74(E)(2)	Total Persons based on Units	Total Number of persons for development	Divider	Persons divided by 1,000	2 acre multiplier	* Number of Acres needs in lieu of Fee
76	38	3	3.438	130.644	299.744	1000	0.299744	2	0.6
	38	4	4.45	169.1					

*** 0.448 acres will be dedicated to the City, as a fully equipped park according to RPUD Document and Master Plan.

74.73% of the Total Rquired Land (0.448 acre*** / 0.6 acre* X 100 = 74.73%) is proposed to be dedicated.

74.73% of Neighborhood Park Impact fee will be credited at the time of permit approval for each residential Unit