

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE: (i) A THIRD AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT RELATING TO CITY PROPERTY LYING BETWEEN NORTH OCEAN BOULEVARD (A1A) AND THE ATLANTIC OCEAN AND BETWEEN ATLANTIC BOULEVARD (S.R. 814) AND NE 5<sup>TH</sup> STREET, BETWEEN THE CITY OF POMPANO BEACH AND POMPANO PIER ASSOCIATES, LLC; (ii) A SECOND AMENDMENT TO PARCEL E GROUND LEASE RELATING TO CITY PROPERTY LYING BETWEEN NORTH OCEAN BOULEVARD (A1A) AND THE ATLANTIC OCEAN AND BETWEEN ATLANTIC BOULEVARD (S.R. 814) AND NE 5TH STREET, BETWEEN THE CITY OF POMPANO BEACH AND PPA-E, LLC; (iii) A FIRST AMENDMENT TO PHASE R4 SPACE LEASE RELATING TO CITY PROPERTY LYING BETWEEN NORTH OCEAN BOULEVARD (A1A) AND THE ATLANTIC OCEAN AND BETWEEN ATLANTIC BOULEVARD (S.R. 814) AND NE 5TH STREET, BETWEEN THE CITY OF POMPANO BEACH AND PPA-R4, LLC; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City owns property which is a prime redevelopment parcel located as a landmark site between A1A and the ocean, and between Atlantic Boulevard and NE 5<sup>th</sup> Street, hereinafter the "Property"; and

**WHEREAS**, the City and Pompano Pier Associates, LLC, ("Developer") entered into a Development Agreement for the development of the Property, approved by City Ordinance No. 2013-39; and

**WHEREAS**, the City and the Developer subsequently entered into an Amended and Restated Development Agreement ("Development Agreement") for the development of the Property, approved by City Ordinance No. 2014-49; and

**WHEREAS**, the City and the Developer subsequently entered into a First Amendment to the Development Agreement approved by City Ordinance No. 2015-33 and a Second Amendment to the Development Agreement approved by City Ordinance No. 2016-57; and

**WHEREAS**, the Development Agreement provides that the City and Developer or its permitted assigns will execute a series of Parcel Ground Leases in substantially the form attached as Exhibit D to the Development Agreement for various phases of the development according to a timeline; and

**WHEREAS**, the City and PPA-E, LLC, an affiliate of the Developer, have entered into a Parcel Ground Lease for Parcel E of the Property (“Parcel E Lease”) and a First Amendment to the Parcel E Lease; and

**WHEREAS**, the City and PPA-R2, LLC, an affiliate of the Developer, have entered into a Parcel Ground Lease for Parcel R2 of the Property (“Parcel R2 Lease”) and a First Amendment to the Parcel R2 Lease; and

**WHEREAS**, the City and PPA-R3, LLC, an affiliate of the Developer, have entered into a Parcel Ground Lease for Parcel R3 of the Property (“Parcel R3 Lease”) and a First Amendment to the Parcel R3 Lease; and

**WHEREAS**, the City and PPA-R4, LLC, an affiliate of the Developer, have entered into a Space Lease for Phase R4 of the Property (“Phase R4 Lease”); and

**WHEREAS**, the City and PPA-R1, LLC, an affiliate of the Developer, have entered into a Parcel Ground Lease for Parcel R1 of the Property (“Parcel R1 Lease”); and

**WHEREAS**, the City and PPA-C1, LLC, an affiliate of the Developer, have entered into a Parcel Ground Lease for Parcel C1 of the Property (“Parcel C1 Lease”); and

**WHEREAS**, the City and PPA-C2, LLC, an affiliate of the Developer, have entered into a Parcel Ground Lease for Parcel C2 of the Property (“Parcel C2 Lease”); and

**WHEREAS**, the City and the Developer now wish to amend the Development Agreement to include:

- (1) a change in the Development Timeline;
- (2) a change to Section 7.1.4 relating to the restrooms in the Existing Concession Building;
- (3) adding a provision to Section 7 providing for City access to the Electrical Room in the Existing Concession Building;
- (4) a change to Section 7.6.3. relating to Parcel R5;
- (5) a change relating to the Hotel in Section 18.1;
- (6) adding a provision to Section 19 relating to City Replacement of the Pier Structure;
- (7) a change relating to the Parking Garage in Section 22;
- (8) a change relating to the Valet Spaces in the Parking Garage in Section 23;
- (9) adding a provision to Section 31 relating to Authorized Uses and Approvals;
- (10) adding language to Section 40.12 providing for reasonable efforts by the City to expedite site plan and building permit approvals;

**WHEREAS**, the City and PPA-E, LLC now wish to amend the Parcel E Lease to include:

- (1) substitution of the updated Development Timeline for Exhibit D to the Parcel E Lease; and
- (2) provision for minimum rent abatement; and

**WHEREAS**, the City and PPA-R4, LLC now wish to amend the Phase R4 Lease to include:

- (1) substitution of the updated Development Timeline for Exhibit F to the Phase R4 Lease; and

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That the foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct.

**SECTION 2.** That a Third Amendment to Amended and Restated Development Agreement between the City of Pompano Beach and Pompano Pier Associates, LLC, a copy of which amendment is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

**SECTION 3.** That a Second Amendment to Parcel Ground Lease for Parcel E of the Property, a copy of which amendment is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

**SECTION 4.** That a First Amendment to Space Lease for Phase R4 of the Property, a copy of which amendment is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

**SECTION 5.** That the proper City officials are hereby authorized to execute said amendments.

**SECTION 6.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 7.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**PASSED SECOND READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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**LAMAR FISHER, MAYOR**

**ATTEST:**

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**ASCELETA HAMMOND, CITY CLERK**