

**THIRD AMENDMENT TO
PROPERTY DISPOSITION AND DEVELOPMENT AGREEMENT**

This Third Amendment to Property Disposition and Development Agreement between the **Pompano Beach Community Redevelopment Agency** (“CRA”) and **SOLSTICE TOWNHOMES LLC**, a Florida Limited Liability Company (Developer), is entered into this _____ day of _____, 2025.

WHEREAS, by Resolution 2021-61, the CRA approved the Property Disposition and Development Agreement entered into by the parties on September 30, 2021 (the “Agreement”); and

WHEREAS, the Agreement contemplated completion of construction of the 10 townhomes on four (4) separate parcels located on the West side of North Dixie Highway, between NW 15th Court and NW 15th Place, by September 30, 2023; and

WHEREAS, by Resolution 2023-25, dated April 18, 2023, the CRA approved a First Amendment, dated April 24, 2023 (“First Amendment”), to the Agreement, whereby the deadline for the contemplated completion of the 10 townhomes was extended to December 31, 2024.

WHEREAS, by Resolution 2024-47, dated September 17, 2024, the CRA approved an Assignment of the Agreement from FD Construction Consulting, LLC to Solstice Townhomes, LLC and a Second Amendment to the Agreement (“Second Amendment”), whereby the deadline for the contemplated completion of the 10 townhomes was extended to September 30, 2025.

WHEREAS, the construction of the 10 townhome units are near completion and, in an effort to be in compliance with the Agreement, an adjustment to the construction completion date is required.

NOW, THEREFORE, the parties agree as follows:

1. Each “Whereas” clause stated above is true and correct and incorporated in this Second Amendment by reference.

2. The Agreement, and all Amendments shall remain in full force and effect except as specifically amended below.

3. Article 2.2.9 is amended to read as follows:

Developer agrees that construction of the Building and Improvements on the Property shall be substantially completed according to the Project Schedule, but that in no event shall the completion of said construction extend beyond ~~September 30, 2025~~ March 30, 2026, even taking into account Permitted Delays.

4. Article 4.5.1 is amended to read as follows:

Developer agrees that construction of the Building and Improvements for the Project, according to the Project Schedule (Exhibit 4), but in no event shall completion of said construction extend beyond ~~September 30, 2025~~ March 30, 2026, even taking into account Permitted Delays. Developer’s failure to complete construction shall, upon notice to the Developer and a thirty (30) day opportunity to cure, cancel this Agreement and require Developer to immediately re-convey the Property back to the CRA in accordance with Article 20 herein and the Agreement for Re-Conveyance of Property attached as Exhibit 6.

5. Exhibit 4, Project Schedule, is replaced with the Exhibit 4, Project Schedule, attached to this Second Amendment.

6. All documents referenced in the Agreement and all Amendments which refer to the construction completion date, such as the Agreement for Re-conveyance, shall be revised to reflect this Third Amendment.

7. No other amendment to the Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity with this Third Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the
date and year first above written.

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Print Name:_____

By:_____
Rex Hardin, Chairman

Print Name:_____

ATTEST:

By:_____
Kervin Alfred, Secretary

EXECUTIVE DIRECTOR:

By:_____
Greg Harrison, Executive Director

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence
or ☐ online notarization, this _____ day of _____, 2025 by Rex Hardin,
as Chairman, Greg Harrison, as Executive Director and Kervin Alfred, as Secretary, of the
Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"DEVELOPER":

SOLSTICE TOWNHOMES LLC,
A Florida Limited Liability Company

Signed, Sealed and Witnessed
In the Presence of:

Print Name: uprenz Mils

HSamuel

Print Name: Hilroy Samuel

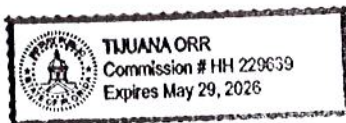
By: [Signature]

Carlos Gerardo Fernandez Davila,
Authorized Member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 13 day of MAY 2025, before me personally appeared Carlos Gerardo Fernandez Davila, Authorized Member Solstice Townhomes LLC, a Florida Limited Liability Company, who is personally known to me or has produced —, and he acknowledged that he executed the foregoing instrument as the proper official of Solstice Townhomes LLC, and the same is the act and deed of Solstice Townhomes LLC.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgement)

Tijuana Orr
(Name of Acknowledger Typed, Printed or Stamped)

HH 229639
Commission Number

SOLSTICE TOWNHOMES/CONSTRUCTION TIMELINE
 FD CONSTRUCTION CONSULTING

	1/25	2/25	3/25	4/25	5/25	6/25	7/25	8/25	9/25	10/25	11/25	12/25	1/26	2/26	3/26
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Break Ground/Shell	1	2	3	4	5	6									
Interior			1	2	3	4	4	4	4	4					
Exterior							1	2	3	4	5	6	7	8	9
Sales					1	2	3	4	5	6	7	8	9	10	11
Close Out												1	2	3	4

Exhibit 4 - Project Schedule