

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

**This Second Amendment to Property Disposition and Development Agreement** between the **Pompano Beach Community Redevelopment Agency (CRA)** and **Hadar Homes, LLC** (Developer) is entered into this \_\_\_\_\_ day of June, 2019.

**WHEREAS**, by Resolution 2017-30, the CRA approved the Property Disposition and Development Agreement entered into by the parties on April 18, 2017 (the Agreement); and

**WHEREAS**, the Agreement contemplated completion of construction by August 31, 2019.

**WHEREAS**, construction of 11 townhomes as contemplated by the Agreement required a rezoning of the Property; and

**WHEREAS**, rezoning took longer than the parties anticipated and 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 First Amendment by reference.

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

3. Article 2.2.10 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 ~~August 31, 2019~~ September 15, 2020, even taking into account Permitted Delays.

4. Article 4.5.1 is amended to read as follows:

Developer agrees to complete 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 ~~August 31, 2019~~ September 15, 2020, 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 which refer to the construction completion date, such as the Agreement for Reconveyance, shall be revised to reflect this Second 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 First Amendment.

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

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement 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:\_\_\_\_\_  
Marsha Carmichael, Secretary

**EXECUTIVE DIRECTOR:**

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By:\_\_\_\_\_  
Gregory P. Harrison, Executive Director

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by REX HARDIN, as Chairman, GREGORY P. HARRISON, as Executive Director and MARSHA CARMICHAEL, 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)

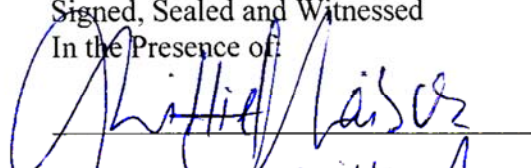
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Commission Number

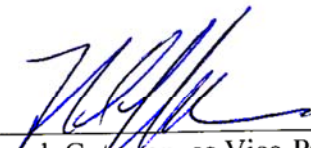
**"DEVELOPER":**

**Hadar Homes, LLC**

A Florida Limited Liability Corporation

Signed, Sealed and Witnessed  
In the Presence of:

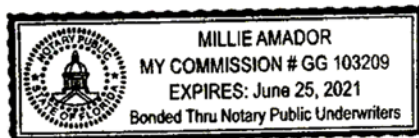
  
Print Name: Millie Amador

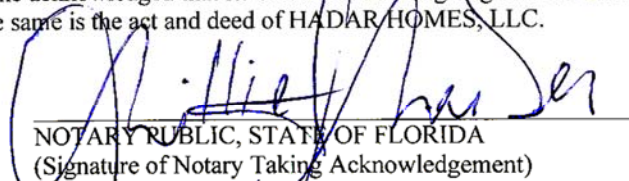
By:   
Franck Gotsman, as Vice-President of  
Hadar Homes, LLC.

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY, that on this 12 day of June 2019, before me personally appeared Franck Gotsman, Vice-President of HADAR HOMES, LLC, who is personally known to me or has produced \_\_\_\_\_, and he acknowledged that he executed the foregoing instrument as the proper official of HADAR HOMES, LLC., and the same is the act and deed of HADAR HOMES, LLC.

NOTARY'S SEAL:



  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgement)  
Millie Amador  
(Name of Acknowledger Typed, Printed or Stamped)

GA103209 6/25/21  
Commission Number