

Return recorded copy to:
Broward County Housing Finance Division
110 NE 3rd Street, Suite 300
Fort Lauderdale, Florida 33301

Document prepared by:
Alexis I. Marrero Koratich, Assistant County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK FOR ACQUISITION OF PROPERTY AS PART OF THE HILLSBORO CORRIDOR REDEVELOPMENT AREA PROJECT

This First Amendment ("First Amendment") to the Agreement (hereinafter defined) is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County") and the City of Coconut Creek, a municipal corporation existing under the laws of the State of Florida ("City") (each a "Party," collectively referred to as the "Parties").

RECITALS:

A. The Parties entered into that certain Interlocal Agreement between Broward County and the City of Coconut Creek for Acquisition of Property as Part of the Hillsboro Corridor Redevelopment Area Project, executed on May 18, 2020 ("Effective Date"), and recorded by the County on May 20, 2020, at Instrument #116512513 ("Agreement"). The Agreement provides funding for land acquisition as part of the Hillsboro Corridor Redevelopment Area Project ("Project").

B. The Agreement was entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969."

C. Paragraph 4.3 of the Agreement states that "Within three (3) years after the conveyance of title to the New Owner, or one (1) year after a certificate of occupancy (CO) has been issued on the new development on the Property, whichever is sooner, City will provide documentation satisfactory to County indicating the number of new, permanent jobs that were created."

D. On November 21, 2022, City confirmed in writing to County that "the subject property was conveyed to the new owner, the project received plat and site plan approval and the building permit was submitted for the approved project." The City further confirmed that the purchaser of the subject property intended to use the property as a weddings and events venue; however, due to unforeseen impacts related to the COVID-19 pandemic, the purchaser of the subject property does not have the wherewithal to keep the subject property and has put the subject property back on the market.

E. City has requested an additional three (3) years to work with the new purchaser of the property in order to comply with the terms of Paragraph 4.3 of the Agreement. The Parties agree that it is in the best interests of the Parties to amend the Agreement to memorialize the foregoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows (words stricken through are deletions from existing text and words underlined are additions to existing text):

1. Recitals. Each Party represents that the Recitals stated above are true and correct and are incorporated herein by reference.

2. ARTICLE 1 of the Agreement is hereby amended as follows:

ARTICLE 1 - DEFINITIONS

...

1.8. Subsequent Owner means the person or entity that purchases the Property from New Owner.

3. ARTICLE 3 of the Agreement is hereby amended as follows:

ARTICLE 3 - TERM OF AGREEMENT

3.1. The Agreement ~~shall become~~ became effective on May 20, 2020, the date that ~~it is the Agreement was~~ fully executed by the parties and recorded in the public records of Broward County, Florida (the "Effective Date"). The termination of the Agreement shall be on ~~September 30, 2026~~ September 30, 2029.

...

4. Paragraph 4.3 of the Agreement is hereby amended as follows:

4.3 Within three (3) years after the conveyance of title to the ~~New~~ Subsequent Owner, or one (1) year after a certificate of occupancy (CO) has been issued on the new development on the Property, whichever is sooner, City will provide documentation satisfactory to County indicating the number of new, permanent jobs that were created.

In the event the acquisition and redevelopment of the Property, creation of new, permanent jobs, and/or measurable community benefits (such as a physical placemaking feature for the community to gather for social, or educational purposes; a business or facility which serves the communities health and

wellbeing; or an increase in average income or property values within the redevelopment area as measured from the Effective Date) to the Redevelopment Area are not completed as proposed in this Agreement, and within three (3) years from placement of the Property purchased by the Subsequent Owner on the tax roll, City shall be required to return to County fifty percent (50%) of the Acquisition Payment.

5. Except as amended herein, all of the terms, conditions, and provisions of the Agreement shall remain in full force and effect.

6. Preparation of this First Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

7. Individuals executing this First Amendment represents and warrants that, on the date they sign this First Amendment, they are duly authorized by all necessary and appropriate action to execute this First Amendment on behalf of the Party they represent and do so with full legal authority.

8. This First Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

9. This First Amendment shall be recorded in the Official Records of Broward County in accordance with the Florida Interlocal Cooperation Act of 1969.

10. The City acknowledges that, through the date hereof, it has no claims against County with respect to any of the matters covered by the Agreement, as amended.

11. In the event of any conflict between the terms of this First Amendment and the Agreement, the Parties hereby agree that this First Amendment shall control.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2023, the CITY OF COCONUT CREEK, signing by and through its _____, duly authorized to execute same.

County

ATTEST:

Broward County, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Alexis I. Marrero Koratich (Date)
Assistant County Attorney

By _____
Maite Azcoitia (Date)
Deputy County Attorney

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City

City of Coconut Creek

Attest:

Joseph J. Kavanagh, City Clerk

By _____
Joshua Rydell, Mayor-Commissioner
____ day of _____, 20____

By _____
Karen M. Brooks, City Manager
____ day of _____, 20____

APPROVED AS TO FORM:

By _____
Terrill C. Pyburn, City Attorney