



20 N. Swinton Avenue
Delray Beach, FL 33444

Agenda Item #
October 26, 2017

9A

~ CRA BOARD SUMMARY ~

RESOLUTION NO. 2017-14 - SECOND AMENDMENT TO PURCHASE & SALE AGREEMENT – PASADENA CAPITAL, INC.

On June 8, 2017, the CRA Board approved the Agreement for Purchase and Sale between the CRA and Pasadena Capital for the CRA-owned properties in the SW 600 Block on W. Atlantic Avenue, between SW 6th and 7th Avenues (approximately 2.75 acres). The agreement was given an effective date of June 12, 2017. A 90-day inspection period was provided, which was scheduled to end on September 11, 2017.

On August 21, 2017, the CRA received a Title Objection letter from the Purchaser's attorney, pursuant to Section 5 of the Agreement for Purchase and Sale. The objections are in the process of being resolved.

At the CRA Board meeting on August 24, 2017, the CRA Board reviewed waiver requests to the Central Business District (CBD) development standards that were submitted to the City in relation to the proposed site plan and elevations for a proposed Publix full-service grocery store to be located on the subject properties. Based on preliminary comments received by the City staff and community, the proposed site plan and elevations were revised to provide a commercial liner building fronting on W. Atlantic Avenue and revisions to the building elevations to address concerns related to the aesthetics of the building. It was noted the concept requires two additional CRA-owned lots to the south of the properties currently under contract with Pasadena Capital, to accommodate additional parking and shifting of the Publix building to accommodate the liner building. The board appreciated the response to the community feedback and supported the concept.

On September 13, 2017, the CRA received a letter from Pasadena Capital, Inc. to modify the Purchase and Sale agreement to include additional CRA-owned property (approximately 0.5 acres) to accommodate the revised site layout. The letter did not include an increase in the purchase price. The required public notice to accept the proposal from Pasadena Capital, Inc. to include the additional CRA-owned properties was advertised on September 20th.

Based on the above Pasadena Capital, Inc. requested an extension of the inspection period to November 10, 2017 in order to allow extra time to address the title issue and address the other site related changes. On September 18, 2017, the CRA Board ratified the First Amendment to the Agreement for Purchase and Sale with Pasadena Capital, Inc. to extend the Inspection Period as requested.

At the September 28, 2017 CRA Board meeting, the Board discussed the request to include additional CRA-owned property to accommodate the revised site layout and directed staff to move forward with an amendment to the Purchase and Sale Agreement with no increase to the purchase price. At its meeting of October 17, 2017, the City Commission unanimously approved the seven (7) waivers from Section 4.4.13 (Central Business District) of the City's Land Development Regulations to accommodate the proposed a full service grocery store.

Attached is the Second Amendment to the Purchase and Sale Agreement for the Board's consideration. The inclusion of the three (3) additional CRA-owned parcels requires a new legal description (Exhibit "A") and a revised site plan (Exhibit "B"). The Amendment also includes modifications to the schedule of the milestones outlined in the Agreement as follows:

AK

- Section 1.1 - Changing the Application Date from March 21, 2018 to May 21, 2018
- Section 1.8 - Changing the Effective Date from June 12, 2017 to October 26, 2017 (Approval date of Second Amendment to Purchase and Sale Agreement)
- Section 1.11 - Changing the expiration date of the Inspection Period from November 10, 2017 to January 23, 2018
- Section 1.15 - To provide formal approval as evidenced in writing by a representative of Publix to be obtained from the Publix Real Estate Committee no later than November 30, 2017
- Sections 1.17 and 29 - Changing the Termination Date from August 1, 2019 to October 1, 2019

Given the modifications to the site plan to include the liner building and additional CRA-owned property, the extensions to the timeframes are reasonable. It is noted that the additional lots will require a future land use map amendment and rezoning from residential to accommodate CBD zoning consistent with the balance of the site to accommodate the project.

Recommended Action:

Approve Resolution No. 2017-14 and Second Amendment to the Purchase and Sale Agreement with Pasadena Capital, Inc.

Submitted By: Jeff Costello, Executive Director

Attachments: Resolution No. 2017-14 Approving the Second Amendment to Purchase and Sale Agreement (Pasadena Capital, Inc.); Second Amendment to Purchase and Sale Agreement between the CRA & Pasadena Capital, Inc.; Resolution No. 2017-07 Approving the Purchase and Sale Agreement between the CRA & Pasadena Capital, Inc; Letter from Pasadena Capital, Inc. dated September 13, 2017; Revised Site Plan; Original Site Plan

RESOLUTION NO. 2017-14

A RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING AND AUTHORIZING THE CHAIRPERSON TO EXECUTE THE SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT BETWEEN THE CRA AND PASADENA CAPITAL, INC.; A COPY OF THE AMENDMENT IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board deems it to be in the best interests of the Delray Beach CRA to approve the Second Amendment to Purchase and Sale Agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein.

Section 2. The Board of Commissioners of the Delray Beach Community Redevelopment Agency hereby ratifies and confirms Resolution Number 2017-07 relative to its findings and determinations.

Section 3. The Board of Commissioners of the Delray Beach Community Redevelopment Agency approves and authorizes the inclusion of additional parcels in order to support the revised site plan and has taken into account the long term benefits accruing to the Community Redevelopment Agency as a result of the proposed Project.

Section 4. The Board of Commissioners of the Delray Beach Community Redevelopment Agency hereby approves and authorizes the Chairperson to execute the Second Amendment to Purchase and Sale Agreement between the CRA and Pasadena Capital, Inc. A copy of the Amendment is attached hereto as Exhibit "A".

Section 5. All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 6. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 7. This resolution shall become effective upon its passage and adoption by the City of Delray Beach Community Redevelopment Agency Board of Commissioners.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY ON THE _____ DAY
OF _____, 2017.

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: _____
ANNETTE GRAY, CHAIR

ATTEST:

JEFFREY A. COSTELLO, EXECUTIVE DIRECTOR

DJD:mea
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SECOND AMENDMENT
TO PURCHASE AND SALE
AGREEMENT

WHEREAS, the **Delray Beach Community Redevelopment Agency, a Florida public body corporate and politic created pursuant to Section 163.356 F.S.** (the "Seller") and **Pasadena Capital, Inc., a Florida corporation** (the "Purchaser") entered into that certain Purchase and Sale Agreement (the "Contract") concerning the real property located in Delray Beach, Florida (the "Property").

WHEREAS, the Contract was amended by a First Amendment to Purchase and sale Agreement (the "First Amendment") to extend the Inspection Period sixty (60) additional days and expire on Friday, November 10, 2017 at 5:00 p.m.

WHEREAS, the Purchaser has requested an extension to the Publix Approval date, the Application Date, the Effective Date and the Termination Date as defined in the Contract.

WHEREAS, the Purchaser has requested corrections to two parcel control numbers for two parcels shown on Exhibit "A" of the Contract and also include additional parcels of land to be added to Exhibit "A" of the Contract in order to support the revised site plan of the Property which is shown on Exhibit "B" of the Contract.

WHEREAS, the Seller has agreed to the extension of the Publix Approval date, the Application Date, the Effective Date, the Termination Date and the addition of three (3) parcels to the Property.

NOW THEREFORE,

Seller and Purchaser agree to the following:

1. The Whereas clauses are hereby ratified and confirmed.
2. Section 1.1 of the Contract is hereby amended to provide that the Application Date is hereby extended to May 21, 2018.
3. Section 1.8 of the Contract is hereby amended to provide that the Effective Date is hereby extended to October 26, 2017.
4. The Inspection Period defined in Section 1.11 of the Contract will now expire on January 23, 2018.
5. Section 1.15 of the Contract is hereby deleted in its entirety and amended to read as follows: Publix Approval. Formal approval as evidenced in writing by a representative of Publix to be obtained from the Publix Real Estate Committee no later than November 30, 2017.
6. Sections 1.17 and 29 of the Contract is hereby amended to provide that the Termination Date is extended to October 1, 2019.

7. Exhibit "A" of the Contract, which constitutes the legal description of the real property to be conveyed, is hereby deleted in its entirety and replaced with a new Exhibit "A" which describes the additional real property and is attached hereto and made a part hereof.
8. Exhibit "B" of the Contract, which constitutes the site plan of the Project, is hereby deleted in its entirety and replaced with a new Exhibit "B" which is attached hereto and made a part hereof.
9. All other terms and provisions of the Contract not otherwise modified by this Second Amendment are hereby ratified and confirmed, and shall remain in full force and effect.

In the event of any inconsistencies between this Second Amendment and the Contract, the provisions contained in this Second Amendment shall prevail. In any other respects, the Contract remains unchanged.

This Agreement may be executed in two or more counterparts, each of which shall be and shall be taken to be an original and all collectively deemed one instrument. The parties hereto agree that a facsimile copy hereof and any signature thereon shall be considered for all purposes as originals.

PURCHASER:

Pasadena Capital, Inc., a Florida corporation

SELLER:

Delray Beach Community Redevelopment Agency

By: Randy J. Holihan
Title: President

By: Annette Gray
Title: Chair

Signed on October ____, 2017

Signed on October ____, 2017

EXHIBIT A
LEGAL DESCRIPTION

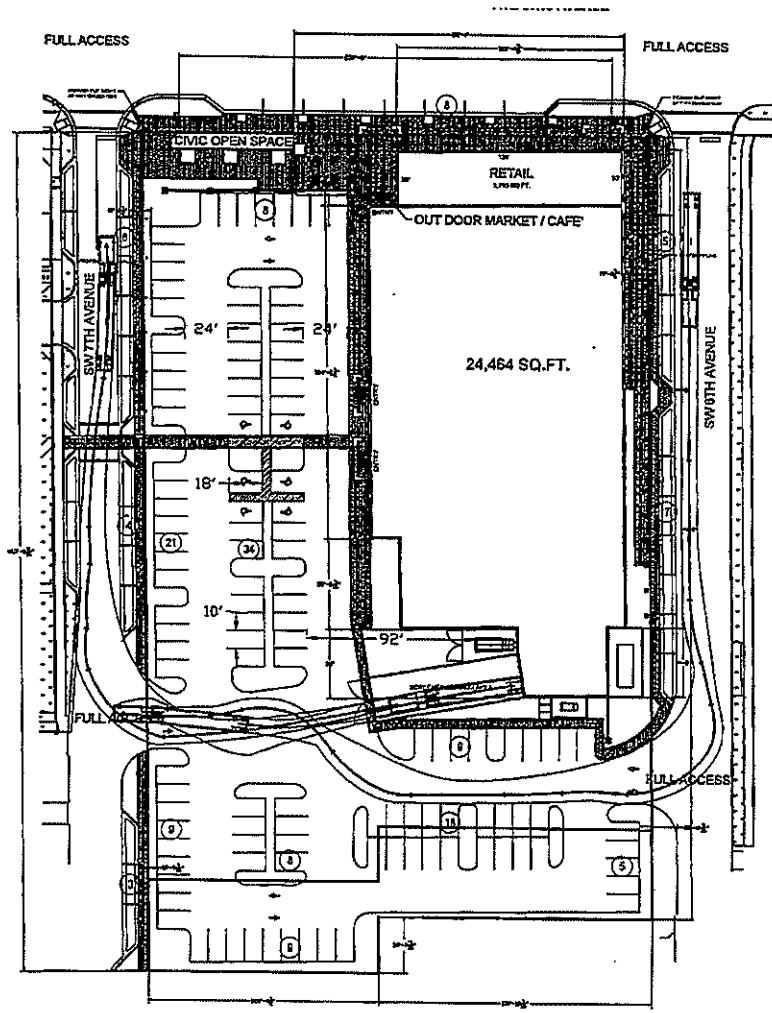
(SUBJECT TO VERIFICATION BY SURVEY THAT THE AFOREMENTIONED PARCELS OF REAL PROPERTY ARE: a) CONTIGUOUS, AND b) CONSTITUTE, IN THE AGGREGATE, ALL REAL PROPERTY WHICH IS THE SUBJECT OF THIS AGREEMENT)

12-43-46-16-01-013-0220	The South 100 feet of the north 120 feet of the west 135 feet of Block 13, City of Delray Beach, Palm beach County, Florida according to the record on file in the Office of the Clerk of Circuit Courts in and for Palm Beach County, Florida, in Plat Book 1, Page 3 (also described as Lot 1, in Block 13).
12-43-46-16-01-013-0010	The South 65 feet of the north 185 feet of the west 135 feet of Block 13, TOWN OF DELRAY, according to the plat thereof, recorded in Plat Book 1, Page 3 of the Public Records of Palm Beach County, Florida.
12-43-46-16-01-013-0020	COMMENCING 185 feet south of the northwest corner of Block 13 for a POINT OF BEGINNING, thence east 135 feet; thence south 50 feet; thence west 135 feet; thence north 50 feet to the POINT OF BEGINNING being in the TOWN OF DELRAY BEACH, formerly known as LINTON, according to the plat thereof, as recorded in the Office of the Clerk of Circuit Courts in and for Palm Beach County, Florida, in Plat Book 1, Page 3.
12-43-46-16-01-013-0030	The south 50 feet of the north 285 feet of the west 135 feet of Block 13, TOWN OF DELRAY, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 1, Page 3.
12-43-46-16-01-013-0230	The south 50 feet of the north 335 feet of the west 135 feet of Block 13, DELRAY BEACH, formerly LINTON according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 1, Page 3.
12-43-46-16-01-013-0040	COMMENCING 335 feet south from the northwest corner of Block 13, for a POINT OF BEGINNING; thence East 135 feet; thence South 50 feet thence West 135 feet; thence North 50 feet to the POINT OF BEGINNING, being in Delray Beach, formerly LINTON, according to the plat recorded in Plat Book 1, Page 3, Public Records of Palm Beach county, Florida.
12-43-46-16-01-013-0050	South 50 Feet of the north 435 feet of the west 135 feet, Block 13, CITY OF DELRAY BEACH, formerly known as TOWN OF LINTON, according to the plat thereof, recorded in Plat Book 1, Page 3 of the Public records of Palm Beach County, Florida.
12-43-46-16-01-013-0090	The South 50 feet of the North 150 feet of the East 135 feet of Block 13, and the South 80 feet of the North 100 feet of the East 150 feet of Block 13, DELRAY BEACH, a Subdivision of Palm Beach County, Florida, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for said County, in Plat Book 1, Page 3.
12-43-46-16-01-013-0140	Commencing Two Hundred Fifty (250) feet North from the Southeast corner of Block Thirteen (13) for a Point of Beginning; thence West One Hundred Thirty-Five (135) feet; thence North Fifty (50) feet; thence East One Hundred Thirty-Five (135) feet; thence South Fifty (50) feet to the Point of Beginning, being in Delray Beach formerly Linton according to the Plat now on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida.
12-43-46-16-01-013-0160	The North 50 feet of the South 250 feet of the East 135 feet, Block 13, Town of Delray f/k/a as Linton, according to the map of plat thereof, as recorded in Plat Book 1, Page 3, Public records of Palm beach county, Florida.
12-43-46-16-01-013-0240 (North 464 Feet, Approximately)	All of Block 13, TOWN OF LINTON (NOW DELRAY BEACH), according to the plat thereof, as recorded in Plat Book 1, Page 3 of the Public Records of Palm Beach County, Florida, less the North 20.0 feet thereof, less the West 135.0 feet thereof, less the East 135.0 feet thereof, less the East 150.0 feet of the North 100.0 feet thereof, and less the South 170.0 feet thereof. TOGETHER WITH A HIATUS AREA described as follows: The East 135.0 feet of Block 13, TOWN OF LINTON (NOW DELRAY BEACH), according to the Plat thereof as recorded in Plat Book 1, Page 3, Public Records of Palm Beach County, Florida, less the North 300.0 feet and less the South 300.0 feet thereof.
12-43-46-16-01-013-0060	Commencing Four Hundred Thirty Five (435) Feet South from the Northwest Corner of Block Thirteen (13) being in Delray Beach, formerly Town of Linton according to the Plat now on file in the office of the Clerk of the Circuit Court Recorded in Plat Book 1,

EXHIBIT A
LEGAL DESCRIPTION

(SUBJECT TO VERIFICATION BY SURVEY THAT THE AFOREMENTIONED PARCELS OF REAL PROPERTY ARE: a) CONTIGUOUS, AND b) CONSTITUTE, IN THE AGGREGATE, ALL REAL PROPERTY WHICH IS THE SUBJECT OF THIS AGREEMENT)

	Page 3, in and for Palm Beach County, Florida for a Point of Beginning, thence East One Hundred Thirty-Five (135) Feet, Thence South Fifty (50) Feet, Thence West One Hundred Thirty-Five (135) Feet, Thence West One Hundred Thirty-Five (135) Feet, Thence West One Hundred Thirty-Five (135) Feet, thence North Fifty (50) Feet to the Point of Beginning.
12-43-46-16-01-013-0170	A parcel of land in Block 13, Map of the Town of Linton (now Delray), according to the map or plat thereof, as recorded in Plat Book 1, Page 3, of the Public Records of Palm Beach County, Florida, being more particularly described as follows: Commencing 150 feet North from the Southeast corner of Block 13 for a Point of Beginning; thence West 135 feet, thence North 50 feet, thence East 135 feet; thence South 50 feet to the point of beginning



TOTAL OF 154 CARS PARKED, 33 OFF SITE & 121 ON SITE
 28,214 SQ.FT. = 4.3 CARS / 1,000 ON SITE
 28,214 SQ.FT. = 5.5 CARS / 1,000 TOTAL

1 SITE PLAN

1" = 30'-0"

ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

FISHER AND ASSOCIATES, LLC. ARCHITECTS PLANNERS INTERIOR DESIGNERS 1000 W. PALM BEACH BLVD., SUITE 100 PALM BEACH, FLORIDA 33480 TEL: 561.833.1111 FAX: 561.833.1112	
SITE PLAN 600 BLOCK WEST ATLANTIC AVENUE DELRAY BEACH, FLORIDA	
RELEASED FOR: BY: PERMIT: CONSTR.	DIVISIONS: 15-05-17 CONTRACT 17-11-17 PERM 18-14-17 CITY 18-21-17 CITY 18-23-17 CITY 18-10-17 CITY
WILLIAM JOE FISHER ARCHITECT 0010223	
A11	
Issue Date: 06-30-18 Project No: 17000	

RESOLUTION NO. 2017-07

A RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING AND AUTHORIZING THE AUTHORIZED OFFICIALS TO EXECUTE THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY BETWEEN THE CRA AND PASADENA CAPITAL, INC. FOR THE PROPERTY MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; A COPY OF THE AGREEMENT IS ATTACHED HERETO AS EXHIBIT "B"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board deems it to be in the best interests of the Delray Beach CRA to approve the Agreement for Purchase and Sale of Real Property with Pasadena Capital, Inc.; and

WHEREAS, Section 163.380(2), Florida Statutes provides that the CRA may sell real property at a value determined to be in the public interest for uses in accordance with the community redevelopment plan and in accordance with the CRA's property conveyance procedures; and

WHEREAS, the CRA has determined that the Purchaser's proposed Development of the Property is generally consistent with the City of Delray Beach's Land Development Regulations, the Community Redevelopment Plan (CRA Plan), the West Atlantic Avenue Redevelopment Plan (WAARP), the Downtown Master Plan, the Downtown Cluster Study (Jan, 2011), and the West Atlantic Area Needs Assessment (October, 2012); and

WHEREAS, as provided in Section 163.380(2), Florida Statutes, in disposing the property, the CRA may consider the long term benefits to be achieved from the proposed Development to both the CRA and the City, including, but not limited to, increasing the tax base, the creation of needed affordable and workforce housing in the West Atlantic Avenue area, the creation of jobs to be located at the development; and

WHEREAS, the proposed Development will prevent the recurrence of slum and blight in the Community Redevelopment Area by developing underutilized and vacant Property located within the West Atlantic Avenue Redevelopment Area to accommodate a full-service grocery store; and

WHEREAS, the CRA finds that the proposed Development will result in an increase to the City's tax base, and address a community need and that these positive impacts from the proposed Development are consistent with specific goals and objectives as stated in the CRA's Community Redevelopment Plan and the West Atlantic Avenue Redevelopment Plan; and

WHEREAS, through the adoption of this Resolution, the Board of Commissioners of the Delray Beach Community Redevelopment Agency finds that the Development contemplated in the Agreement is consistent with the Community Redevelopment Plan, provides for significant long term benefits to the Community Redevelopment Area, and hereby finds that the conveyance

of the Property to the Developer is for fair value, and authorizes and approves the sale and conveyance of the Property pursuant to the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein.

Section 2. The Board of Commissioners of the Delray Beach Community Redevelopment Agency hereby approves and authorizes the authorized officials to execute the Agreement for Purchase and Sale of Real Property with Pasadena Capital, Inc. and any and all related documents to facilitate the transaction between the CRA and Pasadena Capital, Inc. for the real property more particularly described in Exhibit "A" attached hereto. A copy of the Agreement is attached hereto as Exhibit "B".

Section 3. The CRA Board of Commissioners finds that the Development furthers the Project Objectives contained in Section A, 1.1, entitled "West Atlantic Redevelopment Plan," of the CRA's Community Redevelopment Plan, which includes the following specific objectives with respect to proposed development in the West Atlantic Redevelopment Area:

1. Eliminate blighted conditions along West Atlantic Avenue and adjacent side streets.
2. Encourage economic growth and redevelopment.
3. Increase job opportunities within the West Atlantic Redevelopment Area.
4. Promotion of businesses which serve the neighborhood residents.

Section 4. The CRA Board of Commissioners find that the proposed Development will provide for significant long term benefits to the Community Redevelopment Area, including increased revenues to the City, the creation of new employment opportunities, and that the development will address and eliminate the recurrence of slum and blight within the CRA's Community Redevelopment Area.

Section 5. The CRA Board of Commissioners, pursuant to the requirements of Section 163.380(2), Florida Statutes, and based upon the above-referenced plans, reports, and supporting documentation referenced herein, finds that the Agreement for Purchase and Sale between the CRA and Pasadena Capital, Inc. which is attached hereto as Exhibit "B", (the "Agreement"), and incorporated herein by reference, provides for the conveyance of the Property described in Exhibit "A", for fair value.

Section 6. The CRA Board of Commissioners hereby approves the Agreement and authorizes the Delray Beach Community Redevelopment Agency's Chair, Vice-Chair, Executive Director, and General Counsel to take all necessary action consistent with this

Resolution, in order to convey the Property to Pasadena Capital, Inc. including, but not limited to the execution of the Agreement, instruments of conveyance, and the closing statement.

Section 7. All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 8. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 9. This resolution shall become effective upon its passage and adoption by the City of Delray Beach Community Redevelopment Agency Board of Commissioners.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY ON THE 8th DAY OF June, 2017.

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: 

REGINALD A. COX, CHAIR

ATTEST:


JEFFREY A. COSTELLO, EXECUTIVE DIRECTOR

PASADENA  CAPITAL

September 13, 2017

Ms. Annette Gray
CRA-Delray Beach
20 North Swinton Avenue
Delray Beach, FL 33444

Re: Purchase contract between Delray Beach CRA and Pasadena Capital

Dear Ms. Gray:

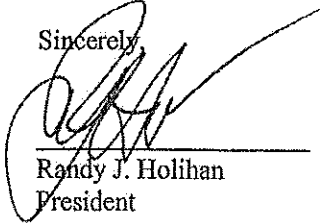
During the past 90 days we have been working diligently to meet the timeline agreed in the contract dated June 13, 2017 between the Delray Beach CRA and ourselves. As you may recall from our meeting on August 24, 2017, we presented our proposed elevation and site plan, which was circulated to staff and members of the community/government and received no support. We heard that feedback and came to the meeting with a possible REVISED site plan and elevation. This plan received positive feedback, however at the time of the presentation was not yet a complete plan.

At this point we are now ready to continue with the revised site plan and elevation. As you may recall I mentioned the fact that we did not have adequate land to support this new plan. Therefore as a result of the proposed changes from the City's feedback, we are hereby requesting the contract dated June 13, 2017 be revised to include the following changes:

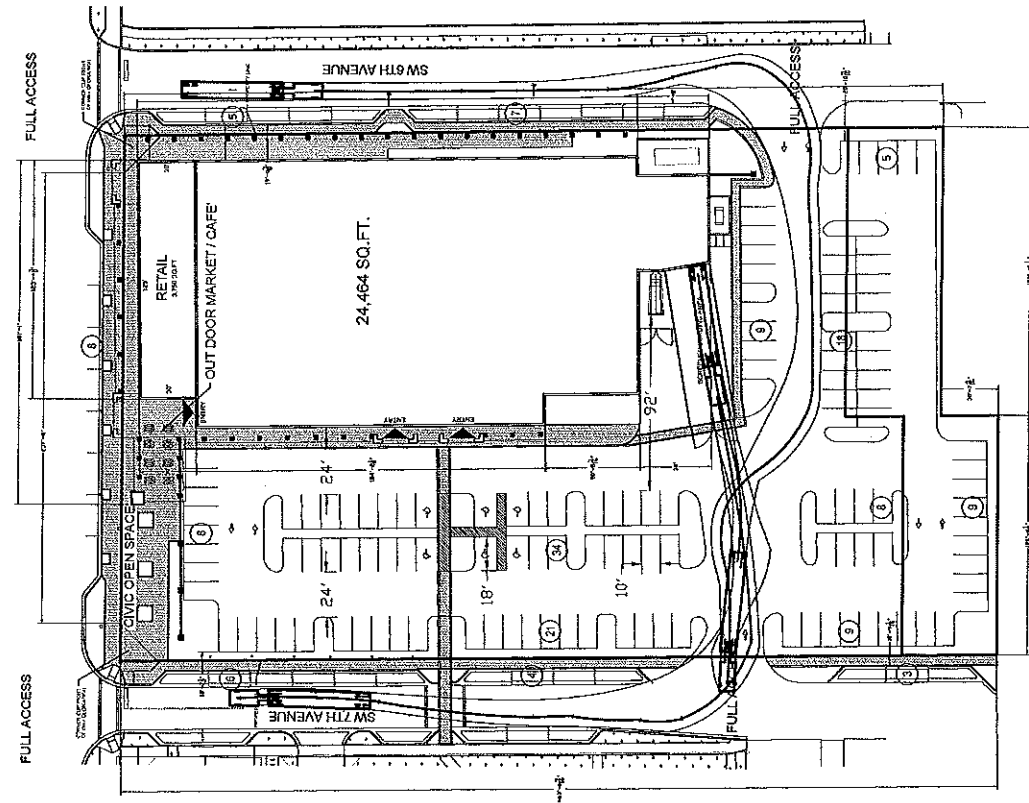
1. The Property (and Exhibit A) should now include parcels 12-43-46-16-01-013-0170, 12-43-46-16-01-013-0060 and 12-43-46-16-01-013-0240.
2. The Effective Date should be changed to October 30, 2017 with all dates keying off the Effective Date being adjusted accordingly.
3. Exhibit B should be replaced with the attached site plan.

We understand this request will require advertising the change and stand ready to assist with this process. We look forward to moving this project to the completion with you and are ready to proceed, please let us know how you wish to proceed.

Sincerely,



Randy J. Holihan
President

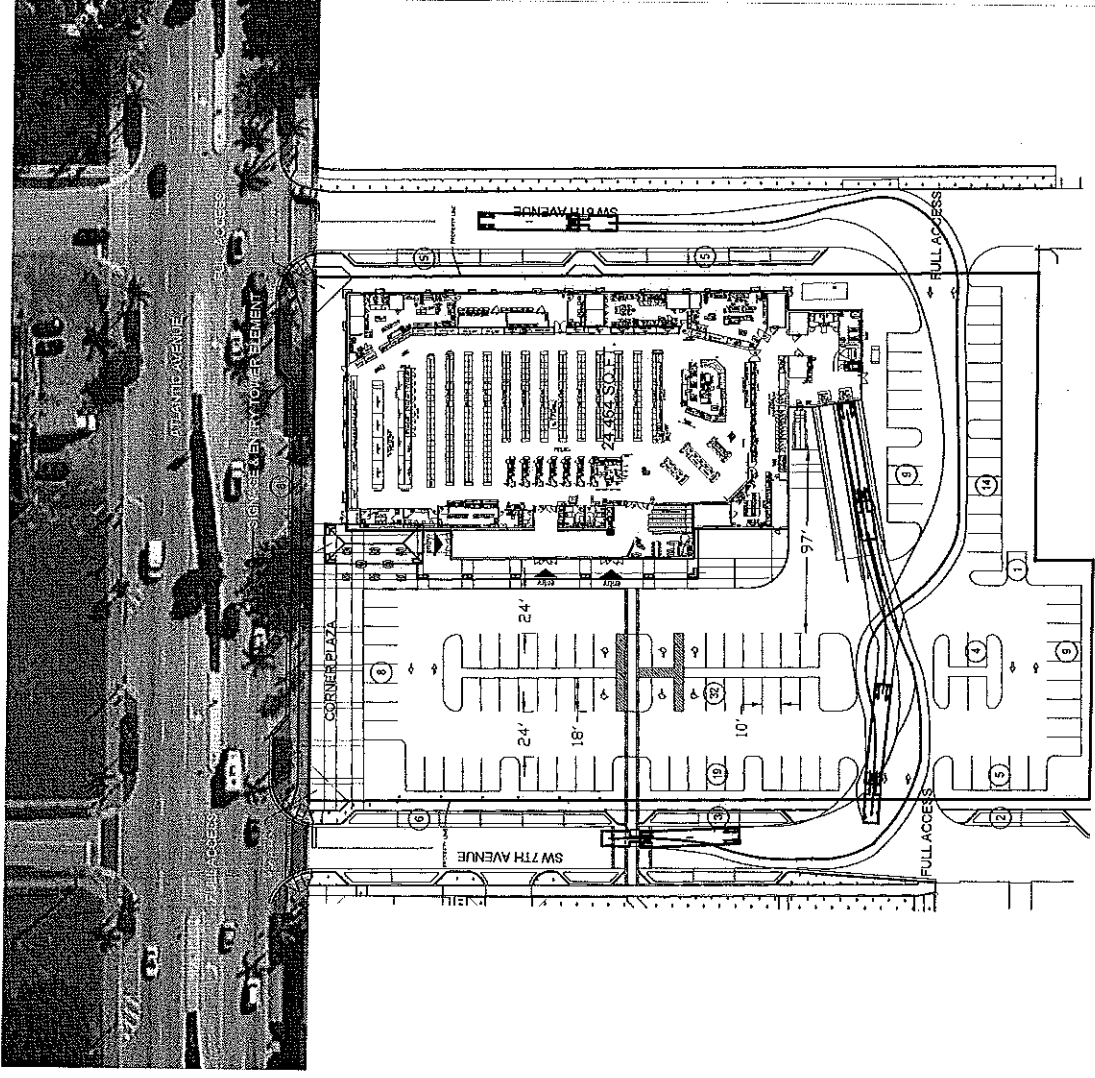


TOTAL OF 154 CARS PARKED, 33 OFF SITE & 121 ON SITE
 28,214 SQ.FT. = 4.3 CARS / 1,000 ON SITE
 28,214 SQ.FT. = 5.5 CARS / 1,000 TOTAL

1 SITE PLAN
 1" = 30'-0"

THE DRAWING AND ANY INFORMATION CONTAINED HEREIN IS FOR THE EXCLUSIVE USE OF THE CLIENT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF FISHER AND ASSOCIATES, LLC. THE CLIENT AGREES TO HOLD FISHER AND ASSOCIATES, LLC HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE USE OF THIS DRAWING. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.

EXHIBIT B



TOTAL OF 130 CARS PARKED, 29 OFF SITE & 101 ON SITE
 24,464 SQ.FT. = 4.1 CARS / 1,000 ON SITE
 24,464 SQ.FT. = 5.3 CARS / 1,000 TOTAL

ORIGINAL
 1 SITE PLAN

FISHER AND ASSOCIATES, LLC ARCHITECTS PLANNERS INTERIOR DESIGNERS 142000703 255 BELLAIR RD. CLEMATON, FL 32014 (772) 442-4430	DELRAY BEACH, FLORIDA WEST ATLANTIC AVENUE 600 BLOCK SITE PLAN		RELEASED FOR: BID PERMIT CONSTR.	REVISIONS: 1 10-08-17 10/17/17	PROJECT NO. SHEET NO. ARCHITECT NUMBER A11
	THE DRAWING IS AN APPROXIMATE CONCEPT DESIGN. IT IS SUBJECT TO CHANGE WITHOUT NOTICE AND WITHOUT LIABILITY. THE CLIENT AGREES TO HOLD THE ARCHITECT HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, IN CONNECTION WITH THIS AGREEMENT. THE CLIENT'S OBLIGATION TO HOLD THE ARCHITECT HARMLESS SHALL SURVIVE THE TERMINATION OR CANCELLATION OF THIS AGREEMENT. THE ARCHITECT'S OBLIGATION TO HOLD THE CLIENT HARMLESS SHALL SURVIVE THE TERMINATION OR CANCELLATION OF THIS AGREEMENT. THE ARCHITECT'S OBLIGATION TO HOLD THE CLIENT HARMLESS SHALL SURVIVE THE TERMINATION OR CANCELLATION OF THIS AGREEMENT.		1" = 30'-0"		
	2025 BELLAIR RD. CLEMATON, FL 32014 (772) 442-4430		DELRAY BEACH, FLORIDA WEST ATLANTIC AVENUE 600 BLOCK SITE PLAN		PROJECT NO. SHEET NO. ARCHITECT NUMBER A11