

## Exhibit A

This instrument prepared by:  
Scott Backman, Esq.  
Dunay, Miskel and Backman, LLP  
14 S.E. 4 Street, Suite 36  
Boca Raton, FL 33432

### **FIRST AMENDMENT TO THIRD AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR METROPICA**

This First Amendment to the Third Amended and Restated Development Agreement for Metropica (“First Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ by the **CITY OF SUNRISE, FLORIDA**, a municipal corporation of the State of Florida (“City”) and **METROPICA LANDS, LLC**, a Delaware limited liability company, **METROPICA LANDS, LLC SERIES A**, a Delaware limited liability company, **METROPICA SERIES B VENTURE, LLC**, a Delaware limited liability company, **METROPICA RESIDENTIAL I, LLC**, a Delaware limited liability company, **METROPICA RESIDENTIAL II and III, LLC**, a Delaware limited liability company, **METROPICA RESIDENTIAL II, LLC**, a Delaware limited liability company and **METROPICA SERIES C VENTURE, LLC**, a Delaware limited liability company (collectively referenced as “Owner”). The City and the Owner may be referred to jointly as the “Parties”.

### **RECITATIONS**

**WHEREAS**, this Agreement amends that certain Development Agreement entered into between City and Metropica Holdings, LLC, a Delaware limited liability company (“Developer”), approved by the City of Sunrise City Commission on May 13, 2014 via Resolution No. 14-71 and recorded on May 28, 2014 in Official Records Book 50811 at Page 552, Public Records of Broward County, Florida, as amended and restated by that certain Amended and Restated Development Agreement for Metropica, approved by the City of Sunrise City Commission on October 27, 2015 via Resolution No. 14-71-15-A and recorded on November 23, 2015 via Instrument No. 113364868 in the Public Records of Broward County, Florida, as further amended and restated by that certain Second Amended and Restated Development Agreement for

Metropica, approved by the City of Sunrise City Commission on September 11, 2018 via Resolution No. 14-71-18-B and recorded on October 17, 2018 via Instrument No. 115391810, and further amended and restated by that certain Third Amended and Restated Development Agreement for Metropica, approved by the City of Sunrise City Commission on August 13, 2019 via Resolution No. 14-71-19-A and recorded on May 19, 2021 via Instrument No. 117282030 in the Public Records of Broward County, Florida, (collectively the “Agreement”); and

**WHEREAS**, the Agreement was executed by the City and Owner in anticipation of the Project being developed on the Property, as both terms are defined in the Agreement; and

**WHEREAS**, the purposes of this First Amendment are to establish demucking standards and certification requirements for Parcel B of the Property as described in the Agreement, to extend certain development deadlines previously established in the Agreement, and to add a procedure for hotel development in the Project to obtain a parking reduction; and

NOW, THEREFORE, and in consideration for the mutual promises and covenants contained herein, Owner hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised, and occupied subject to the covenants, restrictions and regulations hereinafter set forth herein, all of which run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in such property or any part thereof, their heirs, successors and assigns:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Amendment to Section 11, Subsection 4.** Section 11, Subsection 4, of the Agreement is hereby amended to state:

4	The Owners shall provide the turn lane and access modifications associated with Phase 2 prior to the issuance of the Certificate of Occupancy for <del>buildings in Phase 2</del> <u>the fourth building in Phase 2, unless warranted at an earlier time by site plan.</u>
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3. **Amendment to Section 11, Subsection 6.** Section 11, subsection 6, of the Agreement is hereby amended to state:

6	Within six (6) months from the issuance of the first Certificate of Occupancy for the <del>first</del> <u>second</u> new Area 2 principal structure, the Owners shall enter into an agreement with the City of Sunrise to develop an ADA-compliant alternative fuel shuttle service that will provide regular service between Metropica and Westerra, and other nearby points of interest.
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4. **Addition of Definition to Agreement.** Section 2, Definitions, of the Agreement, is hereby amended to add the following definition: “Demucking” shall mean soil improvement work to remove peat, moss, clay, silt and other organic material for purposes of preparing a site for construction and suitable backfill.

5. **Addition of a New Section 24 to Incorporate New Terms Related to Demucking.** The addition of a new Section 24 of the Agreement, related to Demucking, to read as follows:

24. Demucking Standards. All development within Parcel B shall be subject to certain Demucking Standards, attached as Exhibit “J” hereto (“Demucking Standards”). Certification of compliance with the Demucking Standards from a professional geotechnical engineer, or other qualified engineer shall be submitted to the City prior to issuance of any vertical building permits within Pod B.

6. **Addition of New Section 25 to add a Procedure for Hotel Development in the Project to Obtain a Parking Reduction.** The addition of a new Section 25 of the Agreement, related to Hotel Parking, to read as follows:

25. Hotel Parking Requirements. Notwithstanding provisions or design guidelines of the Agreement to the contrary, concurrent with a site plan application for hotel use in Phase

2. Owner may request approval of a reduced parking requirement in accordance with Section 16-109 of the City's Code of Ordinances and as approved by the City Commission concurrent with site plan approval.

7. **Addition of New Section 26 to Extend Tree Mitigation, Landscaping, and Power Line**

**Modification Deadlines.** The addition of a new Section 26 of the Agreement to read as follows:

26. Extension of Tree Mitigation, Landscaping, and Power Line Modification Deadlines. Notwithstanding provisions of Sections 9 or 10 or Exhibits D, E, or F of the Agreement to the contrary, Owner shall not be obligated to commence perimeter tree mitigation, perimeter landscaping, or power line modification until obtaining a Certificate of Occupancy for the fourth building in Phase 2, other than tree mitigation, landscaping and power line modification associated with a specific site plan.

8. **Miscellaneous:**

a. Definitions. Any capitalized terms not defined herein will have the meaning as set forth in the Agreement.

b. Successors and Assigns. This First Amendment is binding upon, and inures to the benefit of, the successors and assigns of the Parties.

c. Entire Agreement. The First Amendment constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and there are no other agreements, representations, or warranties other than as set forth herein. The First Amendment may not be changed, altered, or modified except by an instrument signed in writing by the Parties.

d. No Presumption Against Drafter. This First Amendment will be construed without regard to any presumption or any other rule requiring construction against the party drafting the First

Amendment. The Parties acknowledged that this First Amendment is the result of negotiations among the Parties, and in constructing any ambiguity no presumption shall be made in favor of any party.

e. Severability. If any provision of this First Amendment or the application thereof to any person or circumstances is deemed illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect and this First Amendment will be interpreted as if such illegal, invalid, or unenforceable provision did not exist.

f. Development Agreement Remains in Force. Except as otherwise provided in this First Amendment, the terms and conditions of the Agreement, as previously amended, are hereby ratified and remain in full force and effect without modification.

g. Counterpart Signatures. This First Amendment may be executed in any number of counterparts, by pdf or other electronic means, each of which, when taken together, will be deemed an original and to be one and the same document.

h. Effective Date. This First Amendment shall become effective on the date that the authorized representative for the City signs this First Amendment.

***PLEASE SEE FOLLOWING PAGES FOR SIGNATURES***

**IN WITNESS WHEREOF**, the City and the Owner have made and executed this First Amendment on the respective dates under each signature; the city signing by and through its Mayor authorized to execute same, and the Owner, signing by and through a duly authorized officer.

**WITNESSED:**

**CITY:**

City of Sunrise, a Municipal Corporation

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Authentication:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk  
City Clerk  
(SEAL)

Approved as to form and legal sufficiency  
by Office of the City Attorney for the City  
of Sunrise, Florida

\_\_\_\_\_  
City Attorney  
By: \_\_\_\_\_





Metropica Series C Venture, LLC, a  
Delaware Limited Liability Company

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

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

Title:\_\_\_\_\_

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

STATE OF )  
 ) SS:  
COUNTY OF )

THIS INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_ as Manager of Metropica Series C Venture, LLC, a Delaware limited liability company, on behalf of the company, who has produced \_\_\_\_\_ as identification or who is personally known to me.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_







Metropica Lands, LLC, a  
Delaware Limited Liability Company

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF )  
 ) SS:  
COUNTY OF )

THIS INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_ as Manager of Metropica Lands, LLC, a Delaware limited liability company, on behalf of the company, who has produced \_\_\_\_\_ as identification or who is personally known to me.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

**Exhibit “J”**

**Parcel B**

**SOILS – DEMUCKING STANDARDS**

- DEFINITION: Muck – Unsuitable organic SOIL materials, as defined by a certified testing lab, which is not suitable for construction.
- All areas below structures or load bearing facilities including the appropriate surrounding area that impacts such structures or facilities (such as cart paths, pavilion, restrooms...), shall be demucked or provide other structural equivalent load bearing alternative including the appropriate surrounding area that impacts such structures.
- All areas not demucked shall have adequate positive drainage to ensure there is no ponding of water.
- All retention/detention areas, including swales, shall be demucked and provide percolation.
- Landscape Architect shall determine the appropriate level of demucking around all proposed landscaping to ensure long-term survivability of all landscaping.
- The above standards must be incorporated into each design element of the subject areas.
- Certification from a professional Geotech engineer that the subject areas listed above were demucked to standards that allow for these requirements. Certification must be submitted prior to issuance of any type of certificate of occupancy, certificate of completion, or closed of subject permits.