



**CITYPLACE  
COMMUNITY DEVELOPMENT  
DISTRICT**

**PALM BEACH COUNTY  
SPECIAL BOARD MEETING  
JULY 23, 2018  
9:00 A.M.**

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.cityplacecdd.org](http://www.cityplacecdd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**CITYPLACE COMMUNITY DEVELOPMENT DISTRICT**  
Chamber of Commerce of the Palm Beaches  
401 North Flagler Drive  
West Palm Beach, Florida 33401  
**SPECIAL BOARD MEETING**  
July 23, 2018  
**9:00 a.m.**

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
  - 1. June 13, 2018 Special Board Meeting Minutes.....Page 2
- G. Old Business
- H. New Business
  - 1. Consider Approval of Third Amendment to Agreement of Lease – West Parking Facilities.....Page 6
  - 2. Consider Approval of Fourth Amendment to Agreement of Lease – East Parking Facilities.....Page 10
  - 3. Consider Approval of Third Amendment to Agreement of Lease – Plazas.....Page 14
  - 4. Consideration of Items Needing Board Action Related to the Issuance of the District’s Series 2018 Bonds
- I. Administrative Matters
- J. Board Members Comments
- K. Adjourn

**Palm Beach Post, The**  
July 13, 2018  
Miscellaneous Notices

CITYPLACE COMMUNITY DEVELOPMENT DISTRICT NOTICE OF SPECIAL BOARD MEETING NOTICE IS HEREBY GIVEN that the Board of Supervisors of the CityPlace Community Development District will hold a Special Board Meeting at 9:00 a.m. on July 23, 2018, in a Conference Room of The Chamber of Commerce of the Palm Beaches located at 401 North Flagler Drive, West Palm Beach, Florida 33401. The purpose of the meeting is to take all action on matters which may properly come before the Board. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law relating to Community Development Districts. A copy of the Agenda for the Special Board Meeting may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922. One or more Supervisors may participate by telephone; therefore, at the Special Board Meeting location there will be a speaker telephone present so that interested persons can attend the Special Board Meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication. If any person decides to appeal any decision made with respect to any matter considered at this Special Board Meeting, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based. In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at this Special Board Meeting should contact the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the meeting. Meetings may be cancelled from time to time without advertised notice. CityPlace Community Development District [www.cityplacecdd.org](http://www.cityplacecdd.org) Publish: The Palm Beach Post 7-13/ 2018

CITYPLACE COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL BOARD MEETING  
JUNE 13, 2018

**A. CALL TO ORDER**

District Manager Michael McElligott called the June 13, 2018, Special Board Meeting of the CityPlace Community Development District to order at 9:43 a.m. at the Chamber of Commerce of the Palm Beaches located at 401 North Flagler Drive, West Palm Beach, Florida 33401.

**B. PROOF OF PUBLICATION**

Proof of publication was presented that notice of the Regular Board Meeting had been published in *The Palm Beach Post* on 6/1/2018, as legally required.

**C. ESTABLISH A QUORUM**

It was determined that the attendance of Vice Chair Ryan Hallihan, and Supervisors Ken Tuma and Wendy Sartory Link constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance was: District Manager Michael McElligott from Special District Services, Inc.,

Also in present by phone was District Counsel Bill Capko of Lewis Longman & Walker, P.A., District Underwriter Michael Hole of Citigroup Global Markets, Inc., and Bond Counsel Steve Sanford of Greenberg Traurig.

**D. ADDITIONS OR DELETIONS TO THE AGENDA**

There were no additions or deletions to the agenda.

**E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public.

**F. APPROVAL OF MINUTES**

**1. May 21, 2018, Special Board Meeting and Public Hearing Minutes**

The minutes of the May 21, 2018, Special Board Meeting and Public Hearing were presented and without comment, Mr. Tuma **moved** and Mr. Hallihan seconded that the minutes of the May 21, 2018, Special Board Meeting and Public Hearing be approved, as presented. The **motion** carried 3-0.

**G. OLD BUSINESS**

There was no Old Business.

CITYPLACE COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL BOARD MEETING  
JUNE 13, 2018

**H. NEW BUSINESS**

**1. Consider Resolution No. 2018-06 – Delegation Resolution**

Mr. McElligott presented Resolution No. 2018-06:

**RESOLUTION NO. 2018-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CITYPLACE COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$67,000,000 (IN PRINCIPAL AMOUNT AS OF NOVEMBER 1, 2025) CITYPLACE COMMUNITY DEVELOPMENT DISTRICT, SPECIAL ASSESSMENT CONVERTIBLE CAPITAL APPRECIATION BONDS, SERIES 2018 (2018 PROJECT) (THE “BONDS”) TO FINANCE CERTAIN PUBLIC INFRASTRUCTURE WITHIN THE DISTRICT; DETERMINING THE NEED FOR A NEGOTIATED PUBLIC OFFERING OF THE BONDS AND PROVIDING FOR A DELEGATED AWARD OF SUCH BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT WITH RESPECT TO THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND SUPPLEMENTAL TRUST INDENTURE; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT; APPROVING THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT, AND APPOINTING A DISSEMINATION AGENT; APPROVING THE APPLICATION OF BOND PROCEEDS; SUBJECT TO THE RECOMMENDATION OF THE DISTRICT’S FINANCIAL ADVISOR, AUTHORIZING OBTAINING A CREDIT FACILITY FOR THE BONDS IN THE FORM OF BOND INSURANCE AND IN LIEU OF A CASH FUNDED RESERVE ACCOUNT A SURETY ISSUED BY SUCH CREDIT FACILITY ISSUER; AUTHORIZING CERTAIN MODIFICATIONS TO THE ASSESSMENT METHODOLOGY REPORT AND ENGINEER’S REPORT; MAKING CERTAIN DECLARATIONS; PROVIDING FOR THE REGISTRATION OF THE BONDS PURSUANT TO THE DTC BOOK-ENTRY ONLY SYSTEM; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE BONDS; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

Bond counsel Steve Sanford explained the resolution and its purpose to board. There was a brief discussion, after which Mr. Tuma **moved** and Mrs. Link seconded to approve resolution No. 2018-06 as presented. The **motion** carried 3-0.

**2. Consider Approval of the Acquisition and Completion Agreement**

CITYPLACE COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL BOARD MEETING  
JUNE 13, 2018

Bond counsel Steve Sanford, Underwriter Michael Hole, and district counsel Bill Capko explained the agreement to the board. There was a brief discussion, after which Mr. Tuma **moved** and Mrs. Link seconded to the Acquisition and Completion Agreement as presented. The **motion** carried 3-0.

**3. Consider Approval of Consents and Amendments to the Lease Agreement with CRA and the City of West Palm Beach**

Bond counsel Steve Sanford, Underwriter Michael Hole, and district counsel Bill Capko explained the agreements to the board. They also noted that the agreements presented today was completed and approved by the attorneys in substantial form, but the final version was not yet ready. There was a brief discussion, after which Mrs. Link **moved** and Mr. Hallihan seconded to approve the Consents and Amendments to the Lease Agreement with CRA and the City of West Palm Beach subject to review of the final form by the district counsel, and authorizing any board member to sign the agreements in final form. The **motion** carried 3-0.

**4. Consider Approval of Roadway Maintenance Agreement with the City of West Palm Beach**

Bond counsel Steve Sanford, Underwriter Michael Hole, and district counsel Bill Capko explained the agreement to the board. They also noted that the agreements presented today was completed and approved by the attorneys in substantial form, but the final version was not yet ready. There was a brief discussion. Mrs. Link asked for what specific types of maintenance were going to be done. Mr. Hallihan explained that the main maintenance would be the cleaning of pavers and replacing of broken pavers. With there being no further discussion, Mrs. Link **moved** and Mr. Tuma seconded to approve the Roadway Maintenance Agreement with the City of West Palm Beach subject to review of the final form by the district counsel and authorizing any board member to sign the agreements in final form. The **motion** carried 3-0.

**J. ADMINISTRATIVE MATTERS**

Mr. McElligott explained that after much of the recent discussion regarding the excess increment revenues, there would be a letter to memorialize it coming to the district to be used for operations and maintenance. Mrs. Link asked that the letter not tie the excess increment revenue to just the road maintenance, but that be available to be used by the district for any and all operations and maintenance.

**J. BOARD MEMBER COMMENTS**

There were no comments from the Board.

**K. ADJOURNMENT**

CITYPLACE COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL BOARD MEETING  
JUNE 13, 2018

There being no further business before the Board, the Special Board Meeting was adjourned at 10:17 a.m. on a **motion** from Mr. Hallihan, seconded by Mrs. Link and the **motion** carried 3-0.

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Secretary/Assistant Secretary

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Chair/Vice-Chair

**THIRD AMENDMENT TO  
AGREEMENT OF LEASE – WEST PARKING FACILITIES**

THIS THIRD AMENDMENT TO AGREEMENT OF LEASE – WEST PARKING FACILITIES (this “**Amendment**”) is executed as of \_\_\_\_\_, 2018, between the **WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (“**CRA**”) and **CITYPLACE RETAIL, L.L.C.**, a Delaware limited liability company (“**CP Retail**”), as landlords, and **CITYPLACE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district established pursuant to Chapter 190 of Florida Statutes (the “**District**”), as tenant.

**RECITALS:**

A. CRA and the District entered into that certain Agreement of Lease – West Parking Facilities executed October 9, 1998 but made effective as of April 15, 1998, as amended by First Amendment dated July 26, 1999, and Second Amendment dated November 29, 1999 (collectively, the “**Lease**”), pursuant to which CRA leases to the District certain Premises, as described in Exhibit “A” to the Lease to effect the development, construction, financing, and operation of Public Parking Facilities, subject to the terms and provisions contained therein.

B. CRA conveyed its fee simple interest to a portion of the Premises comprising the “A Deck Garage” or “A Block Garage” located within Tract A-1 of CityPlace Plat No.1 (the “**A Deck Premises**”) to CityPlace Residential, L.L.C. by deed recorded in Official Records Book 18148, Page 1800, of the Public Records of Palm Beach County, Florida, which fee simple interest was subsequently conveyed by CityPlace Residential, L.L.C. to CP Retail, by deed recorded in Official Records Book 22629, Page 0054, of the Public Records of Palm Beach County, Florida. CP Retail is the current fee simple owner of the A Deck Premises and, accordingly, CP Retail is the landlord under the Lease with respect to the A Deck Premises and CRA remains the landlord under the Lease with respect to the D Deck Premises.

C. On or about the time of this Amendment, it is intended that the District will issue its Special Assessment Convertible Capital Appreciation Bonds, Series 2018 (the “**2018 Bonds**”) to finance the construction of certain public improvements with respect to, among other parcels, that portion of the Premises comprising the “D Deck Garage” or “D Block Garage” located within Tract A-1 of CityPlace Plat No.1 (the “**D Deck Premises**”), as identified in that CityPlace Community Development District Engineer’s Report prepared by Reikenis & Associates, LLC, and dated April 16, 2018 (the “**2018 Engineer’s Report**”), which 2018 Engineer’s Report is hereby incorporated by reference.

D. On account of the conveyance of CRA’s interest in the A Deck Premises and in connection with the 2018 Bonds, CRA, CP Retail, and the District desire to, in accordance with the terms of the Lease, amend the Lease as hereinafter provided to (a) memorialize the inclusion of CP Retail as the landlord under the Lease with respect to the A Deck Premises, (b) extend the Term as to the D Deck Premises through the maturity date of the 2018 Bonds, (c) memorialize CRA’s consent to, and to incorporate under the Lease, those improvements under the 2018 Engineer’s Report applicable to the D Deck Premises (the “**New Improvements**”), and (d) correct the legal description of the air rights parcel comprising the D Deck Premises to reflect the “D Deck Garage” as actually constructed and the parking easement in favor of CP Retail as actually recorded.

**NOW, THEREFORE**, it is hereby mutually covenanted and agreed by and between the parties hereto that this Amendment is made upon the terms, covenants and conditions hereinafter set forth.

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Capitalized terms used but not defined in this Amendment shall have the same definitions given to them in the Lease.



3. CP Retail, as the fee simple owner of the A Deck Premises, is the landlord under the Lease with respect to the A Deck Premises for all purposes. CRA, as the fee simple owner of the D Deck Premises, remains as the landlord under the Lease with respect to the D Deck Premises for all purposes. Accordingly, to the extent that the terms “**CRA**”, “**Agency**”, or “**Owner**” or “**landlord**” are used under the Lease, on a going forward basis, such terms shall refer to CP Retail to the extent that the Lease and the applicable provisions apply to the A Deck Premises and shall refer to CRA to the extent that the Lease and the applicable provisions apply to the D Deck Premises. All terms, rights, remedies, obligations, and liabilities applicable to the landlord under the Lease (originally being CRA) shall hereinafter apply to CP Retail and CRA independently of one another to the extent applicable as to the A Deck Premises and the D Deck Premises, respectively. For clarity, but without limiting the generality of the foregoing, CP Retail and CRA may independently exercise any rights and remedies afforded to the landlord under the Lease, shall not be liable for any obligations or liabilities of the other arising under the Lease, and may amend the Lease by written agreement solely with the District to the extent that the modified terms solely affect their respective premises (provided, that, the other landlord shall be provided a copy of such amendment upon execution). To the extent that any terms applicable to the landlord under the Lease are unique to the CRA given the context and/or its status as a public body, such terms shall only apply to CP Retail to the extent applicable given the context and/or CP Retail’s status as a private business entity. If at any time the Lease expires or is terminated as to all of the A Deck Premises or D Deck Premises but not the other, then the Lease shall continue as to the remaining portion of the Premises with only the fee simple owner of that portion of the Premises being the landlord under the Lease.
4. **Exhibit A** to the Lease entitled “**Description of Premises**” is hereby substituted and replaced with **Exhibit A** attached to this Amendment and incorporated herein.
5. The 2018 Bonds are hereby included within the definition of “**Infrastructure Bonds**” under the Lease as such term is used under the Lease with respect to the D Deck Premises. For clarity, the 2018 Bonds are separate from and in addition to any bonds issued by the District for the construction of Improvements prior to the date of this Amendment.
6. Pursuant to Article 14 of the Lease, CRA hereby consents to the performance of the New Improvements by the Developer. The New Improvements shall be included within the definition of “**Infrastructure Improvements**” and “**Improvements**” under the Lease, but for clarity, do not constitute the improvements originally contemplated under the Development Agreement.
7. Upon the issuance of the 2018 Bonds, the “**Stated Expiration Date**” under the Lease shall be extended to September 30, 2046, with respect to the D Deck Premises only. The Stated Expiration Date with respect to the A Deck Premises shall remain April 15, 2026.
8. This Amendment modifies the Lease. In the event of any inconsistency between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control. All other terms and conditions of the Lease not specifically modified hereby shall remain as originally contained therein.
9. The agreements, terms, covenants and conditions herein shall be binding upon and inure to the benefit of CRA and the District and their respective successors and permitted assigns.
10. This Amendment may be executed in counterparts, each of which shall be deemed an original.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, CRA, CP Retail, and the District, intending to be legally bound, have executed this Amendment as of the day and year first above written.

**LANDLORDS:**

**WEST PALM BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

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

Attest:

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

Attest:

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

**CITYPLACE RETAIL, L.L.C.,**  
a Delaware limited liability company

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

Attest:

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

Attest:

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

**TENANT:**

**CITYPLACE COMMUNITY DEVELOPMENT  
DISTRICT**

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

Attest:

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

Attest:

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

**EXHIBIT A**

**DESCRIPTION OF PREMISES**

**A DECK GARAGE:**

A portion of "AIR RIGHTS" above TRACT A-1, CITYPLACE PLAT NO. 1, according to the plat thereof as recorded in Plat Book 83, Pages 193 through 198, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

The following described "AIR RIGHTS" are restricted to a minimum elevation of 21.00 feet and a maximum elevation of 29.17 feet: (A BLOCK GARAGE)

A portion of Tract A-1, CITYPLACE PLAT NO. 1, according to the plat thereof as recorded in Plat Book 83, Pages 193-198 of the Public Records of Palm Beach County, Florida, **lying above the elevation of 21.00 feet and also lying below the elevation of 29.17 feet (national geodetic vertical datum of 1929):**

Commencing at the Northeast corner of said TRACT A-1; thence South 00 degrees 52' 09" West, along a portion of the East boundary of said TRACT A-1, a distance of 114.60 feet to the Point of Beginning; thence continue South 00 degrees 52' 09" West, along the last described course, a distance of 505.88 feet; thence North 89 degrees 07' 51" West, a distance of 130.12 feet; thence North 00 degrees 52' 09" East, a distance of 505.88 feet; thence South 89 degrees 07' 51" East, a distance of 130.12 feet to the Point of Beginning.

Said lands situate in the City of West Palm Beach, Palm Beach County, Florida.

**D DECK GARAGE:**

A portion of "AIR RIGHTS" above TRACT D-1, CITYPLACE PLAT NO. 1, according to the plat thereof as recorded in Plat Book 83, Pages 193 through 198, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

The following described "AIR RIGHTS" are restricted to a minimum elevation of 14.00 feet and a maximum elevation of 81.00 feet: (D BLOCK GARAGE)

COMMENCING at the Southeast corner of said TRACT D-1; thence North 89 degrees 11' 06" West, along a portion of the South boundary of said TRACT D-1, also being along a portion of the North right of way of HIBISCUS STREET as shown on said Plat, a distance of 69.60 feet; thence North 00 degrees 52' 09" East, a distance of 72.93 feet to the Point of Beginning; thence North 89 degrees 07' 11" West, along the South line of a 4' (4 foot) Footing Easement as shown on said CITYPLACE RESIDENTIAL PLAT NO. 1 and the Easterly extension thereof, a distance of 200.11 feet; thence North 00 degrees 52' 49" East, along the West line of a 6' (6 foot) Footing Easement as shown on said CITYPLACE RESIDENTIAL PLAT NO. 1, a distance of 287.91 feet; thence South 89 degrees 07' 11" East, along the North line of a 6' (6 foot) Footing Easement as shown on said CITYPLACE RESIDENTIAL PLAT NO. 1, a distance of 200.05 feet; thence South 00 degrees 52' 09" West, along the East line of a 7' (7 foot) Footing Easement as shown on said CITYPLACE RESIDENTIAL PLAT NO. 1 and the Southerly extension thereof, a distance of 287.91 feet to the Point of Beginning.

Said lands situate in the City of West Palm Beach, Palm Beach County, Florida.

LESS AND EXECPT those parking spaces granted to CityPlace Retail, L.L.C., under that Easement for Parking Spaces recorded in Official Records Book 11704, Page 664, of the Public Records of Palm Beach County, Florida, and any other applicable easements.

**FOURTH AMENDMENT TO  
AGREEMENT OF LEASE – EAST PARKING FACILITIES**

THIS FOURTH AMENDMENT TO AGREEMENT OF LEASE – EAST PARKING FACILITIES (this “**Amendment**”) is executed as of \_\_\_\_\_, 2018, between the **WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (“**CRA**”), and **CITYPLACE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district established pursuant to Chapter 190 of Florida Statutes (the “**District**”).

**RECITALS:**

A. CRA and District entered into that certain Agreement of Lease – East Parking Facilities executed October 9, 1998 but made effective as of April 15, 1998, as amended by First Amendment dated November 2, 1998, Second Amendment dated October 26, 2005, and Third Amendment dated June 5, 2006 (collectively, the “**Lease**”), pursuant to which CRA leases to the District certain Premises, as described in Exhibit “A” to the Lease to effect the development, construction, financing, and operation of Public Parking Facilities, subject to the terms and provisions contained therein.

B. On or about the time of this Amendment, it is intended that the District will issue its Special Assessment Convertible Capital Appreciation Bonds, Series 2018 (the “**2018 Bonds**”) to finance the construction of certain public improvements identified in that CityPlace Community Development District Engineer’s Report prepared by Reikenis & Associates, LLC, and dated April 16, 2018 (the “**2018 Engineer’s Report**”), which 2018 Engineer’s Report is hereby incorporated by reference.

C. In connection with the 2018 Bonds and in accordance with the terms of the Lease, CRA and the District desire to amend the Lease as hereinafter provided to (a) extend the Term through the maturity date of the 2018 Bonds, (b) memorialize CRA’s consent to, and to incorporate under the Lease, those improvements under the 2018 Engineer’s Report applicable to the Premises (the “**New Improvements**”), and (c) correct the legal description of the Premises to (i) include the minimum and maximum elevations of the air rights parcel leased to the District under the Lease with respect to the garage facility located on Tract B of CityPlace Plat No. 1 and referred to as the “B Deck Garage” or “B Block Garage” to reflect the B Deck Garage as actually constructed and (ii) to correct the errant substitution of a portion of the garage facility located on Tract A-1 of CityPlace Plat No.1 and referred to as the “A Deck Garage” or “A Block Garage” (which is part of the premises leased by CRA to the CDD under that certain Agreement of Lease – West Parking Facilities, dated effective April 15, 1998, as amended) for the garage facility located on Tract C of CityPlace Plat No. 1 and referred to as the “C Deck Garage” or “C Block Garage”, and to also include the minimum elevation of the air rights parcel leased to the District under the Lease with respect to the C Deck Garage to reflect the C Deck Garage as actually constructed.

**NOW, THEREFORE**, it is hereby mutually covenanted and agreed by and between the parties hereto that this Amendment is made upon the terms, covenants and conditions hereinafter set forth.

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Capitalized terms used but not defined in this Amendment shall have the same definitions given to them in the Lease.
3. **Exhibit A** to the Lease entitled “**Description of Premises**” is hereby substituted and replaced with **Exhibit A** attached to this Amendment and incorporated herein.
4. The 2018 Bonds are hereby included within the definition of “**Infrastructure Bonds**” under the Lease, but for clarity, are separate from and in addition to any bonds issued by the District for the construction of Improvements prior to the date of this Amendment.

5. Pursuant to Article 14 of the Lease, CRA hereby consents to the performance of the New Improvements by the Developer. The New Improvements shall be included within the definition of “**Infrastructure Improvements**” and “**Improvements**” under the Lease, but for clarity, do not constitute the improvements originally contemplated under the Development Agreement.
6. Upon the issuance of the 2018 Bonds, the “**Stated Expiration Date**” under the Lease shall be extended to September 30, 2046.
7. This Amendment modifies the Lease. In the event of any inconsistency between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control. All other terms and conditions of the Lease not specifically modified hereby shall remain as originally contained therein.
8. The agreements, terms, covenants and conditions herein shall be binding upon and inure to the benefit of CRA and the District and their respective successors and permitted assigns.
9. This Amendment may be executed in counterparts, each of which shall be deemed an original.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, CRA and the District, intending to be legally bound, have executed this Amendment as of the day and year first above written.

**WEST PALM BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

**CITYPLACE COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

Attest:

Attest:

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

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

Attest:

Attest:

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

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

**EXHIBIT A**

**DESCRIPTION OF PREMISES**

**DESCRIPTION: (B BLOCK GARAGE)**

A portion of "AIR RIGHTS" above TRACT B, CITYPLACE PLAT NO. 1, according to the plat thereof as recorded in Plat Book 83, Pages 193 through 198 of the Public Records of Palm Beach County, Florida and being more particularly described as follows:

The following described "AIR RIGHTS" are restricted to a minimum elevation of 14.00 feet and a maximum elevation of 89.00 feet: (B BLOCK GARAGE)

Commencing at the Northeast corner of said TRACT B; thence South 00 degrees 52' 42" West, along a portion of the East boundary of said TRACT B, a distance of 23.06 feet; thence North 89 degrees 07' 18" West, a distance of 5.68 feet to the Point of Beginning, said point being the Northeast corner of a 6 level parking garage (CITYPLACE B BLOCK PARKING GARAGE); thence South 00 degrees 52' 09" West, along the East face of said PARKING GARAGE, a distance of 565.88 feet to the Southeast corner of said PARKING GARAGE; thence North 89 degrees 07' 53" West, along the South face of said PARKING GARAGE, a distance of 185.17 feet to the Southwest corner of said PARKING GARAGE; thence North 00 degrees 51' 07" East, along the West face of said PARKING GARAGE and the Northerly extension thereof, a distance of 565.87 feet; thence South 89 degrees 07' 50" East, along the North face of said PARKING GARAGE and the Westerly extension thereof, a distance of 185.34 feet to the Point of Beginning.

Said lands situate in the City of West Palm Beach, Palm Beach County, Florida.

**DESCRIPTION: (C BLOCK GARAGE)**

A portion of "AIR RIGHTS" above TRACT C, CITYPLACE PLAT NO. 1, according to the plat thereof as recorded in Plat Book 83, Pages 193 through 198 of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

The following described "AIR RIGHTS" are restricted to a minimum elevation of 13.00 feet and a maximum elevation of 78.00 feet: (C BLOCK GARAGE)

BEGINNING at the Southeast corner of said TRACT C; thence North 89 degrees 11' 06" West, along the South boundary of said TRACT C, also being along the North right of way of HIBISCUS STREET as shown on said Plat, a distance of 130.04 feet; thence North 00 degrees 52' 14" East, a distance of 292.09 feet to the North boundary of said TRACT C, also being the South right of way of GARDENIA STREET as shown on said Plat; thence South 89 degrees 11' 15" East, along said North boundary, also being along said South right of way, a distance of 130.08 feet to the Northeast corner of said TRACT C; thence South 00 degrees 52' 42" West, along the East boundary of said TRACT C, a distance of 292.09 feet to the Point of Beginning.

Said lands situate in the City of West Palm Beach, Palm Beach County, Florida.

**THIRD AMENDMENT TO  
AGREEMENT OF LEASE – PLAZAS**

THIS THIRD AMENDMENT TO AGREEMENT OF LEASE (this “**Amendment**”) is executed as of \_\_\_\_\_, 2018, between the **WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (“**CRA**”), and **CITYPLACE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district established pursuant to Chapter 190 of Florida Statutes (the “**District**”).

**RECITALS:**

A. CRA and District entered into that certain Agreement of Lease – Plazas executed October 9, 1998 but made effective as of April 15, 1998, as amended by First Amendment dated November 2, 1998, and Second Amendment dated November 29, 1999, (collectively, the “**Lease**”), pursuant to which CRA leases to the District certain Premises, as described in Exhibit “A” to the Lease to effect the development, construction, financing, and operation of the Plazas, subject to the terms and provisions contained therein.

B. On or about the time of this Amendment, it is intended that the District will issue its Special Assessment Convertible Capital Appreciation Bonds, Series 2018 (the “**2018 Bonds**”) to finance the construction of certain public improvements identified in that CityPlace Community Development District Engineer’s Report prepared by Reikenis & Associates, LLC, and dated April 16, 2018 (the “**2018 Engineer’s Report**”), which 2018 Engineer’s Report is hereby incorporated by reference.

C. In connection with the 2018 Bonds and in accordance with the terms of the Lease, CRA and the District desire to amend the Lease as hereinafter provided to (a) extend the Term through the maturity date of the 2018 Bonds, (b) memorialize CRA’s consent to, and to incorporate under the Lease, those improvements under the 2018 Engineer’s Report applicable to the Premises (the “**New Improvements**”), and (c) correct the legal description of the Premises to describe all of the Plaza Tract and Church Tract 2 of CityPlace Plat No. 1 not added to the premises under that certain Lease Agreement between CRA and CityPlace Retail, L.L.C. (successor to CityPlace Partners) dated July 21, 1997 (with options to purchase) (as amended, the “**Master Lease**”).

**NOW, THEREFORE**, it is hereby mutually covenanted and agreed by and between the parties hereto that this Amendment is made upon the terms, covenants and conditions hereinafter set forth.

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Capitalized terms used but not defined in this Amendment shall have the same definitions given to them in the Lease.
3. **Exhibit A** to the Lease entitled “**Description of Premises**” is hereby substituted and replaced with **Exhibit A** attached to this Amendment and incorporated herein.
4. The 2018 Bonds are hereby included within the definition of “**Infrastructure Bonds**” under the Lease, but for clarity, are separate from and in addition to any bonds issued by the District for the construction of Improvements prior to the date of this Amendment.
5. Pursuant to Article 14 of the Lease, CRA hereby consents to the performance of the New Improvements by the Developer. The New Improvements shall be included within the definition of “**Infrastructure Improvements**” and “**Improvements**” under the Lease, but for clarity, do not constitute the improvements originally contemplated under the Development Agreement.



6. Upon the issuance of the 2018 Bonds, the “**Stated Expiration Date**” under the Lease shall be extended to September 30, 2046.
7. This Amendment modifies the Lease. In the event of any inconsistency between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control. All other terms and conditions of the Lease not specifically modified hereby shall remain as originally contained therein.
8. The agreements, terms, covenants and conditions herein shall be binding upon and inure to the benefit of CRA and the District and their respective successors and permitted assigns.
9. This Amendment may be executed in counterparts, each of which shall be deemed an original.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, CRA and the District, intending to be legally bound, have executed this Amendment as of the day and year first above written.

**WEST PALM BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

**CITYPLACE COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

Attest:

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

**EXHIBIT A**

**DESCRIPTION OF PREMISES**

All of the PLAZA TRACT and CHURCH TRACT 2 of CITYPLACE PLAT NO. 1, as filed with the Clerk of the Circuit Court of Palm Beach County, Florida, in Plat Book 83, Page 193 (the "Plat").

LESS and EXCEPT the following described portion of the PLAZA TRACT:

Beginning at the Southwest corner of CHURCH TRACT 1 as shown on said Plat; thence South 00 degrees 52' 09" West, a distance of 12.00 feet; thence South 89 degrees 07' 51" East, a distance of 94.59 feet; thence North 00 degrees 52' 09" East, a distance of 12.00 feet to the North boundary of said PLAZA TRACT; thence North 89 degrees 07' 51" West, along said North boundary, a distance of 94.59 feet to the Point of Beginning.

ALSO LESS and EXCEPT:

A portion of PLAZA TRACT and CHURCH TRACT 2, CITYPLACE PLAT NO. 1, according to the plat thereof as recorded in Plat Book 83, Pages 193 through 198 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said CHURCH TRACT 2; thence South 89 degrees 07' 51" East, along a portion of the North boundary of said PLAZA TRACT, a distance of 6.61 feet to the Point of Beginning; thence North 00 degrees 52' 09" East, along a line parallel to and 21.00 feet West of as measured at right angles to the West boundary of said CHURCH TRACT 1, a distance of 151.95 feet; thence South 89 degrees 07' 51" East, along a line parallel to and 4.00 feet North of as measured at right angles to the Westerly extension of the North boundary of said CHURCH TRACT 1, a distance of 20.00 feet; thence South 00 degrees 52' 09" West, along a line parallel to and 1.00 foot West of as measured at right angles to said West boundary of CHURCH TRACT 1, a distance of 163.95 feet to a point; said point to be hereinafter referred to as REFERENCE POINT "A"; thence North 89 degrees 07' 51" West, along a line parallel to and 12.00 feet South of as measured at right angles to said North boundary of the PLAZA TRACT, a distance of 20.00 feet; thence North 00 degrees 52' 09" East, along said line parallel to and 21.00 feet West of as measured at right angles to the West boundary of said CHURCH TRACT 1, a distance of 12.00 feet to the Point of Beginning.

ALSO LESS and EXCEPT:

Commencing at said REFERENCE POINT "A"; thence South 89 degrees 07' 51" East, along a line parallel to and 12.00 feet South of as measured at right angles to said North boundary of the PLAZA TRACT, a distance of 96.59 feet to the Point of Beginning; thence North 00 degrees 52' 09" East, along a line parallel to and 1.00 foot East of as measured at right angles to the East boundary of said CHURCH TRACT 1, a distance of 163.95 feet; thence South 89 degrees 07' 51" East, along a line parallel to and 4.00 feet North of as measured at right angles to the Easterly extension of the North boundary of said CHURCH TRACT 1, a distance of 20.00 feet; thence South 00 degrees 52' 09" West, along a line parallel to and 21.00 feet East of as measured at right angles to said East boundary of CHURCH TRACT 1, a distance of 163.95 feet; thence North 89 degrees 07' 51" West, along said line parallel to and 12.00 feet South of as measured at right angles to said North boundary of the PLAZA TRACT, a distance of 20.00 feet to the Point of Beginning.

Said lands situate in the City of West Palm Beach, Palm Beach County, Florida.