

First Amendment to the HOME Program Agreement
between
the City of Orlando
and
ONIC-New Palm Grove Gardens, LLC
and
Orlando Neighborhood Improvement Corporation, Inc.

THIS FIRST AMENDMENT is entered into by and between the **City of Orlando**, a Florida municipal corporation (hereinafter referred to as the ‘City’) with a principal address of 400 South Orange Avenue, Orlando, Florida, 32801, and **ONIC- New Palm Grove Gardens, LLC**, a Florida limited liability company, with a principal address of 101 South Terry Avenue, Orlando, FL 32805 (hereinafter referred to as “ONIC/NPG”) and **Orlando Neighborhood Improvement Corporation, Inc.**, a not-for profit corporation, with a principal address of 101 South Terry Avenue, Orlando, FL 32805 (hereinafter referred to as “ONIC”).

WITNESSETH:

WHEREAS, on September 14, 2017, the City, ONIC/NPG, and ONIC entered into a HOME Program Loan Agreement (hereinafter referred to as the “Agreement”) providing ONIC/NPG the sum of **Eight Hundred Seventy-Three Thousand, Six Hundred Dollars and 00/100 (873,600.00)** in HOME funds to rehabilitate one-hundred twenty-six (126) of the one-hundred forty-two (142) apartments in an apartment complex known as “Palm Grove Gardens Apartments” located at 3922 WD Judge Drive, Orlando, FL, 32808, (hereinafter referred to as the “Property”) for rent to low-income residents who meet the income guidelines as provided by HUD;

WHEREAS, ONIC/NPG has started the rehabilitation but has encountered some construction delays and needs some additional time to finalize the rehabilitation and rent the units to low-income residents; and

WHEREAS, the parties desire to amend the Agreement to allow ONIC/NPG and ONIC additional time to complete the rehabilitation and rental of the units.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and ONIC/NPG and ONIC agree as follows:

1. Section 2, Paragraph 2 entitled “Use of HOME Funds,” shall be amended as follows: The second paragraph shall be amended so that ONIC/NPG shall have finished 100% of the rehabilitation and a certificate of completion issued for the Project by June 30, 2019. The Project shall be 100% rehabilitated and all 126 of the HOME-assisted units rented to and occupied by Eligible Persons at Affordable rents within five months from Project Completion. Except as set forth herein, all terms and conditions of this paragraph remain the same.

2. Except as set forth herein, all terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this First Amendment on the _____ day of _____, 2018.

ATTEST:

City of Orlando

Denise Aldridge, City Clerk

By: _____
Mayor/Mayor Pro Tem

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING FIRST AMENDMENT was acknowledged before me this _____ day of _____, 2018, by _____ and _____ well known to me to be the Mayor/Mayor Pro Tem and City Clerk, respectively, of the City of Orlando, and who acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, that they were duly authorized so to do.

Notary Public
Print Name: _____
My Commission expires: _____

Signed in the presence of Two Witnesses:

Fanieza Ghani
Signature
Print Name: FANIEZA GHANI

Pamela Brathwaite
Signature
Print Name: Pamela Brathwaite

**ONIC - New Palm Grove Gardens,
LLC, a Florida limited liability company (Seal)**

By: **Orlando Neighborhood
Improvement Corporation, Inc.,
a Florida not-for-profit
Corporation, Its Manager**

By: Robert E. Ansley, Jr.
**ROBERT E. ANSLEY, JR.
President**

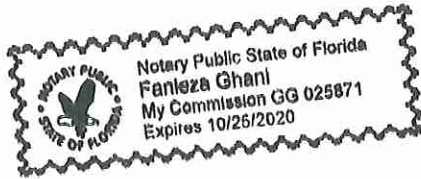
Date: 10/22/18

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING FIRST AMENDMENT was acknowledged before me this 22nd day of October, 2018, by Robert E. Ansley, as President of Orlando

Neighborhood Improvement Corporation, Inc., a Florida not-for profit corporation, the sole managing member of ONIC- New Palm Grove Gardens, LLC, a Florida limited liability company. He/she is ✓ personally known to me or _____ has produced _____ as identification.



Fanieza Ghani
Notary Public
Print Name: FANIEZA GHANI
My Commission expires:

Orlando Neighborhood Improvement Corporation, Inc., a Florida not-for-profit Corporation

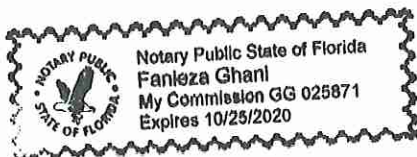
By: Robert E. Ansley, Jr.
ROBERT E. ANSLEY, JR.
President

Date: 10/22/18

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING was acknowledged before me this 22nd day of October, 2018, by **Robert E. Ansley, Jr.**, as President of Orlando Neighborhood Improvement Corporation, Inc., a Florida not-for-profit corporation. He/She ☒ is personally known to me or ☐ who has produced _____ as identification.



Fanieza Ghani
NOTARY PUBLIC
Print Name: FANIEZA GHANI
My Commission Expires:

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

_____, 2018

Chief Assistant City Attorney
Orlando, Florida