

**FIRST AMENDMENT TO THE GRANT AGREEMENT FOR COMMERCIAL  
FACADE IMPROVEMENT**

THIS FIRST AMENDMENT (“AMENDMENT”) TO THE GRANT AGREEMENT FOR COMMERCIAL FAÇADE IMPROVEMENT (the "Agreement") is made and entered into as of this 13th day of May, 2025, by and between the FORT PIERCE REDEVELOPMENT AGENCY (“FPRA”), a dependent special district of the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, whose address is 100 N. US Highway 1, Fort Pierce, Florida 34950 ("City") and JETSET EVENTS, LLC, whose mailing address is 207 Orange Avenue , Fort Pierce. FL; 34950 (“Recipient”), collectively the “Parties”.

WITNESSETH:

**WHEREAS**, on September 10, 2024, the Parties entered into the Grant Agreement (“Agreement”) for Commercial Façade Improvement located at 207 Orange Avenue, Fort Pierce, FL 34950; and

**WHEREAS**, the Agreement included Paragraph 4 – Project Deadlines/Term for which the Recipient was required to receive the building permit(s) within six months of the Effective Date and shall complete the Project within twelve months after the issuance of the building permits; and

**WHEREAS**, the Recipient failed to apply for the required approvals, building permits, and all other permits required within six months of the Effective Date; and

**WHEREAS**, the Recipient has requested an extension of seven months to receive the building permits, which would increase the time to complete the Project from eighteen (18) months to twenty-five (25) months.

**NOW THEREFORE**, the undersigned parties to this Agreement do hereby amend the Agreement as set forth herein:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully set forth herein verbatim.
2. **Effective Date.** This Amendment shall become effective immediately upon the date written above, following the final signature of the Parties.
3. **Project Deadlines/Term.** Paragraph 4 – Project Deadlines/Term shall be amended as follows:
  4. **Project Deadlines/Term.** The Recipient must receive the building permits within ~~six~~ thirteen (13) months of the Effective Date and shall complete the Project within twelve months after the issuance of the building permits. This ~~eighteen-month~~ twenty-five (25) month period shall be considered the Agreement Term (the “Term”). The FPRA shall

have a right to terminate this Agreement in the event the Recipient fails to meet the Project Deadlines. During this period the Recipient shall provide evidence of building permit approval to the FPRA within ~~six~~ thirteen (13) months. For projects not requiring a building permit, within six months of the Effective Date, the Recipient shall notify the FPRA of when it will start the Project within the aforementioned period.

4. **No Further Amendments.** Except as specifically modified and amended hereby, the Agreement shall remain in full force and effect.
  
5. **Counterparts.** This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Amendment, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

**OWNER/RECIPIENT WITNESSES:**

Sign: [Signature]  
Print Name: JASON EINSTEIN  
Address: 114 W 5TH ST, DE

Sign: [Signature]  
Print Name: Christopher Gardner  
Address: 207 ORANGE AVE

**OWNER/RECIPIENT:**

JETSET EVENTS, LLC

Sign: [Signature]  
Print Name: Kristin [Signature]  
Title: Owner  
Date: 4/24/2025

**FORT PIERCE REDEVELOPMENT AGENCY:**

Sign: [Signature]  
Linda Hudson, Chairwoman

Date: 8/19/2025

**ATTEST:**

[Signature]  
Linda W. Cox, Agency Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

[Signature]  
Sara K. Hedges, Esq.  
Agency Attorney

**FPRA RESOLUTION NO. 25-09**

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, **AUTHORIZING OR DENYING A FIRST AMENDMENT TO THE GRANT AGREEMENT FOR COMMERCIAL FAÇADE IMPROVEMENT LOCATED AT 207 ORANGE AVENUE RELATED TO A REQUEST FOR AN EXTENSION OF TIME; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on September 10, 2024, the Fort Pierce Redevelopment Agency ("FPRA") and Jetset Events, LLC ("Recipient") entered into the Grant Agreement for Commercial Façade Improvement ("Agreement") for the commercial façade located at 207 Orange Avenue, Fort Pierce, FL 34950 ("Property"); and

**WHEREAS**, the Agreement included Project Deadlines/Term for which the Recipient was required to receive the building permit within six months of the Effective Date and complete the Project within twelve months after the issuance of the building permits; and

**WHEREAS**, the Recipient failed to apply for the required approvals, building permits, and all other permits required within six months of the Effective Date; and

**WHEREAS**, the Recipient has requested an extension of seven months to receive the building permits which would increase the time to complete the Project from eighteen (18) months to twenty-five (25) months; and

**WHEREAS**, pursuant to the Agreement, the FPRA, in its sole and absolute discretion, may authorize an extension of the Project Deadlines to allow the Recipient to complete its obligations set forth in this Agreement in a timely manner if the Recipient is in compliance with this Agreement and the Recipient is taking reasonable steps to complete its obligations set forth in this Agreement; and

**WHEREAS**, pursuant to the Agreement, any authorization to extend the Project Deadlines must be in writing and approved by the FPRA Board.

**NOW, THEREFORE, BE IT RESOLVED** by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida, as follows:

**SECTION 1.** The foregoing findings are incorporated herein by reference and made a part hereof.

**SECTION 2.** The FRPA hereby:

- GRANTS the Recipient's request for an extension of time and authorizes execution of the First Amendment to the Grant Agreement for Commercial Façade Improvement, attached hereto as Exhibit 1.
- DENIES the Recipient's request for an extension of time due to a material breach of the Agreement based on the Recipient's failure to comply with the term(s) of the Agreement and hereby authorizes and directs the FPRA Director or the Agency's Attorney, or their designee, to terminate the Agreement.

**SECTION 3.** If any section, clause, phrase, word, or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining

portions of this Resolution which shall remain in full force and effect.

**SECTION 4.** This Resolution shall take effect upon approval by the Fort Pierce Redevelopment Agency Board.

**IN WITNESS WHEREOF**, this Resolution was duly adopted this 13<sup>th</sup> day of May, 2025

  
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LINDA HUDSON, CHAIR

**ATTEST:**

  
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LINDA W. COX, AGENCY SECRETARY

(CITY SEAL)

**APPROVED AS TO FORM  
AND CORRECTNESS:**

  
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SARA HEDGES, AGENCY ATTORNEY