

## FIRST ADDENDUM TO POST-CLOSING OCCUPANCY AGREEMENT

THIS FIRST ADDENDUM TO POST-CLOSING OCCUPANCY AGREEMENT (“First Addendum”) is made and entered into effective March 24, 2025, between **City of Lake Worth Beach**, A Florida municipal corporation (hereinafter referred to as “City”) and **Lake Worth Beach Community Redevelopment Agency**, a Florida public body corporate and politic created pursuant to Section 163.356, Florida Statutes (hereinafter referred to as “CRA”).

### WITNESSETH:

WHEREAS, the City and the CRA entered into that certain Post-Closing Occupancy Agreement dated October 9<sup>th</sup>, 2024 (the “Agreement”), for right to use and occupy the property located at 501 Lake Worth Avenue, Lake Worth Beach, Florida 33460 (the “Property”).

WHEREAS, the City and the CRA agreed to amend and modify the Agreement.

**NOW, THEREFORE**, in consideration of the recitals, the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is hereby agreed by and between the parties as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Extension.** The City and the CRA shall hereby extend the expiration date of March 1, 2025 to on or before June 30, 2025 (the “New Expiration Date”). In addition, the City shall have the right, upon providing written notice to the CRA, at least 14 days prior to the New Expiration Date, to extend the term of this Agreement, upon the same terms and conditions unless otherwise mutually agreed in writing by the parties. In the event the City does not provide notice of the intent to extend within the specified time frame, the Agreement shall automatically terminate on the expiration date unless otherwise agreed to by the parties in writing.
3. **Conflict.** In the event of any direct conflict between the terms and provisions of this First Addendum and the terms and provisions of the Agreement, the terms and provisions of this First Addendum shall control. To the extent that there shall be no such direct conflict, the Agreement shall remain in full force and effect and the parties hereto hereby ratify same. The City and CRA have jointly negotiated and drafted First Addendum and it shall not be interpreted against either party as the drafter thereof.
4. **Capitalized Terms.** All capitalized terms not defined herein shall have the meanings given to them in the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO  
FIRST ADDENDUM TO POST-CLOSING OCCUPANCY AGREEMENT

**WITNESSES**

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

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

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

\_\_\_\_\_

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

**THE CRA**

LAKE WORTH BEACH COMMUNITY  
REDEVELOPMENT AGENCY, a Florida  
public body corporate and politic, created  
pursuant to Section 163.356, Florida Statutes

By: \_\_\_\_\_  
Joan Oliva, Executive Director

By: \_\_\_\_\_  
Leah Foertsch, Vice-Chair

SIGNATURE PAGE TO  
FIRST ADDENDUM TO POST-CLOSING OCCUPANCY AGREEMENT

**WITNESSES**

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

**THE CITY**

CITY OF LAKE WORTH BEACH, a municipal  
corporation of the State of Florida

By: \_\_\_\_\_  
Betty Resch, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk