

PREPARED BY AND
RETURN TO:
Donald J. Doody, Esq.
Goren, Cherof, Doody & Ezrol, PA
3099 E. Commercial Blvd., S-200
Fort Lauderdale, FL 33308

LONG TERM MAINTENANCE AGREEMENT

THIS LONG TERM MAINTENANCE AGREEMENT (“Agreement”) is made this _____ day of _____, 2025, by and between SUNSHINE LAKE WORTH DEVELOPMENT, LLC, a Florida limited liability company (“Developer”) and the CITY OF LAKE WORTH BEACH, FLORIDA, a Florida municipal corporation (“City”).

WITNESSETH:

WHEREAS, the Developer is developing a museum of art with a multi-family residential component in the City of Lake Worth Beach (“WMODA Project”); and

WHEREAS, in furtherance of the WMODA Project, the Developer, the Lake Worth Community Redevelopment Agency (“CRA”), and the City have entered into a Development Agreement, dated November 20, 2024 (“Development Agreement”), requiring the Developer and the City (collectively the “Parties”) to enter this Agreement for the development and maintenance of the Arts Alley components of the WMODA Project; and

WHEREAS, the Arts Alley is to include hardscaping, landscaping, decorative lighting, and signage; and

WHEREAS, the Parties agree that the development of the Arts Alley and its continuous maintenance, repair, and capital replacement (as set forth herein) will be beneficial to the residents and visitors of the City of Lake Worth Beach and the WMODA Project; and,

WHEREAS, this Agreement serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Definitions. The following definitions apply to all sections of this Agreement:
 - A. “Arts Alley” means that portion of the property that lies between L Street and M Streets within the WMODA Project and the abandoned and unabandoned portion of the City’s 15 foot platted public right-of-way adjacent thereto as further described and set forth in **Exhibit “A”** attached hereto and incorporated herein.

- B. “Arts Alley Extension” means the City’s 15-foot platted public right-of-way which lies between L and K Streets as set forth in **Exhibit “B”** attached hereto and incorporated herein.
- C. “Arts Alley Extension Funding” means the City Set Aside Funding, Cost Savings, and any other funds made available by or for the City for the design and construction of the Arts Alley Extension.
- D. “City Set Aside Funding” means the City’s contribution of \$340,000 towards the Arts Alley Extension representing the City’s proceeds from its prior sale of the 501 Lake Avenue parcel to the CRA.
- E. “Cost Savings” means the difference between the City’s Parking Feasibility Study estimate of cost for the K Street Parking Garage Component (as identified in the Development Agreement) and the anticipated final construction cost of the K Street Parking Garage Component set forth in the Parties’ comprehensive agreement for the K Street Parking Garage Component. If there are additional Costs Savings realized after the Arts Alley Extension is constructed, said additional Cost Savings shall be utilized to reduce the City’s obligation towards the K Street Parking Garage Component (as identified in the Development Agreement).

2. Developer’s Obligation.

- A. Consistent with the commencement of the WMODA Project construction schedule after the Closing Date (as defined in the Development Agreement’s Critical Path) and in accordance with the approved site plan and construction plans and permits, the Developer shall construct the Arts Alley. The Developer shall diligently prosecute the construction to be completed no later than the timeframe for the completion of the Museum Component as set forth in the Critical Path (as defined in the Development Agreement), which is subject to change as stated in the Development Agreement.
- B. Within the amount of the Arts Alley Extension Funding, the Developer shall design and construct the Arts Alley Extension on behalf of the City. The design of the Arts Alley Extension shall match (to the extent feasible) the design of the Arts Alley and be constructed within the City’s existing public right-of-way as set forth in **Exhibit “B”**. No later than fifteen (15) calendar days after the Developer obtains its Government Approvals; the Developer shall provide the City with the design documents and an opinion of the probable cost for the Arts Alley Extension. The City shall have sixty (60) calendar days to provide notice to the Developer whether or not sufficient funding is available to construct the Arts Alley Extension. At such time sufficient funding is confirmed via formal written notice to the Developer by the City, the Developer shall:
 - 1. Prepare construction documents for the Arts Alley Extension.

2. The Developer shall cooperate with the City to prepare and execute an Arts Alley Extension Development Agreement within one hundred eighty (180) calendar days of Developer obtaining Government Approvals.
 3. Diligently prosecute the construction to be completed no later than the timeframe for the completion of the Museum Component as set forth in the Critical Path (as defined in the Development Agreement), which is subject to change as stated in the Development Agreement.
- C. During construction and once construction of the Arts Alley is completed, the Developer or its successors and assigns shall be responsible for day-to-day maintenance of the Arts Alley in perpetuity, which includes the unabandoned portion of the City's 15-foot platted right-of-way described in **Exhibit "C" as "Developer Maintenance Area"**, which exhibit is attached hereto and incorporated herein.
- D. For purposes of constructing the Arts Alley and maintaining the Arts Alley, this Agreement shall be deemed a license to the Developer and representatives of Developer (collectively, "Developer's Representative") undertaking any construction work or maintenance in the unabandoned portion of the City's public right-of-way adjacent to the area shown in Exhibit "A". If the work in the City's unabandoned public right-of-way is anticipated to exceed \$200,000, the Developer's Representative shall provide the City with a public construction bond consistent with section 255.05, Florida Statutes. If the work is anticipated to be less than \$200,000, the Developer's Representative shall indemnify, hold harmless and defend the City to the same extent it does for the Developer in the agreement between the Developer and the Developer's Representative.
- E. Except during construction, during routine maintenance, or in the event of an emergency, the Developer shall ensure that the Arts Alley is open to the public in perpetuity.
- F. The Developer shall comply with the following insurance requirements:
1. During construction of the Arts Alley, the Developer's Representatives undertaking any work must have (1) broad form commercial general liability insurance (occurrence insurance) with combined limits of not less than \$1,000,000.00, (2) business automobile liability insurance (occurrence insurance) for any owned, hired and non-owned vehicles with combined limits of not less than \$500,000.00, and (3) worker's compensation insurance in compliance with applicable laws. All insurance policies providing such coverage must name the City as an additional insured.
 2. Once the Arts Alley is constructed, the Developer shall continue to maintain the broad form of commercial general liability insurance (occurrence insurance) with combined limits of not less than \$1,000,000.00 for the property set forth in Exhibit "A".
- G. In an avoidance of doubt, the Parties agree and acknowledge that the Developer's obligation to construct the Arts Alley Extension is solely contingent on a

determination by the City that sufficient funding is available to construct the Arts Alley Extension.

3. City Obligations.

- A. The City shall cooperate with the Developer to prepare and execute an Arts Alley Extension Development Agreement, within one hundred eighty (180) calendar days of Developer obtaining Government Approvals (assuming the City confirms it has sufficient funds for the same).
- B. Prior to the Developer commencing construction of the Arts Alley, the City will underground the overhead electric utility facilities in the Arts Alley and install stub-outs for decorative lighting in the Arts Alley to be installed after the Arts Alley is completed. The City shall use its best efforts to complete undergrounding and stub-outs on or before December 1, 2025 so long as the Developer has received the Entitlements for the WMODA Project and provided the City with a probable option of cost for the Arts Alley Extension. Once the Developer finally completes the Arts Alley, the City will install the decorative lighting.
- C. The City agrees that the City will also underground the overhead electric utility facilities in the Arts Alley Extension and the next alley to the west from South K. Street to South J. Street. The City may include decorative lighting in the Arts Alley Extension and additional adjacent alley subject to the City's total budget of \$650,000 for all undergrounding and decorative lighting in the Arts Alley, Arts Alley Extension, and adjacent alley from South K. Street to South J. Street.
- D. After the Developer completes construction of the Arts Alley, the City shall be responsible for repairs and capital replacement within the Arts Alley necessitated as a result of undergrounding the overhead electric utility facilities in the Arts Alley; provided that the repairs are not due to the negligent acts or omissions of the Developer's Representatives. As part of the abandonment of the Arts Alley as described in Exhibit "A", the City shall have an easement for such repairs and capital replacement work. The City shall provide sufficient notice to the Developer in advance of any and all planned capital replacement or repairs within the Arts Alley easement; however, in the event of an emergency, the City shall attempt to provide sufficient notice to the Developer as time reasonably permits.
- E. After the City makes any capital replacement or repairs within the Arts Alley easement, the City shall be responsible for the restoration of the Arts Alley in a manner consistent with the existing conditions found prior to the start of any capital repairs or replacement conducted by the City, except normal wear and tear.

4. Default & Termination.

- A. Developer Default. An "Event of Default" or "Default" entitling the City to its remedies below shall occur by the Developer on the happening of any of the events set

forth in the Development Agreement as an Event of Default or Default by the Developer if the same arises from or relates to or impacts this Agreement.

B. The City's Remedies. Upon the occurrence of an Event of Default by the Developer, which Event of Default continues without remedy for twenty (20) calendar days after written notice thereof from the City to the Developer; provided, however, that if such Event of Default is capable of cure but cannot reasonably be cured within twenty (20) calendar days, such failure shall not constitute an Event of Default so long as the Developer provides City with written notice within five (5) calendar days of receipt of the City's default notice advising the City that the default cannot be reasonably cured within twenty (20) calendar days and specifying the reasons therefore and, within the twenty (20) Calendar Day period, commences and thereafter is in good faith proceeding diligently and continuously to remedy such failure, but in no event shall any additional time to cure granted hereunder exceed ninety (90) calendar days in the aggregate after Developer's receipt of the original written default notice unless approved by the City, the City shall have the right to terminate this Agreement if the Event of Default and the following remedy in addition to any other lawful remedies:

If after commencing construction of the Arts Alley, the City shall have the right to require specific performance of the Developer under this Agreement. The City shall be entitled to its reasonable attorney's fees and costs (at all trial and appellate levels) in the event the City is successful in instituting legal proceedings to obtain specific performance of the Developer under this Agreement.

C. City Default. An "Event of Default" or "Default" entitling the Developer to its remedies below shall occur by the City on the happening of any of the events set forth in the Development Agreement as an Event of Default or default by the City if the same arises from or relates to or impacts this Agreement.

D. Developer's Remedies. Upon the occurrence of an Event of Default by the City, which Event of Default shall continue unremedied for twenty (20) calendar days after written notice thereof from the Developer to the City; provided, however, that if such failure is capable of cure but cannot reasonably be cured within twenty (20) calendar days, such failure shall not constitute an Event of Default, so long as the City provides the Developer with written notice within five (5) calendar days of receipt of the Developer's default notice advising the Developer that the default cannot be reasonably cured within twenty (20) Calendar Days and specifying the reasons therefore and, within the twenty (20) calendar day period, commences and thereafter is in good faith proceeding diligently and continuously to remedy such failure, but in no event shall any additional time to cure granted hereunder exceed ninety (90) calendar days in the aggregate after City's receipt of the original written default notice, the Developer shall have the right to terminate this Agreement and the following remedy in addition to any other lawful remedies:

If after commencing construction of the Arts Alley, the Developer shall have the right to require specific performance of the City under this Agreement. The Developer shall be entitled to its reasonable attorney's fees and costs (at all trial and appellate levels) in the event the Developer is successful in instituting legal

proceedings to obtain specific performance of the City under this Agreement. However, if the City's Default or Event of Default is due to a lack of appropriation, the City shall utilize its best efforts to obtain the funding necessary to cure its Event of Default or Default as soon as reasonably possible.

E. In no event shall either Party be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, revenue, or business opportunities, arising out of or relating to this Agreement, regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, even if such Party has been advised of the possibility of such damages.

F. Termination. This Agreement shall terminate upon the occurrence of the earlier of the following events:

1. A termination of this Agreement as otherwise may be permitted in accordance with the provisions of this Agreement; or,
2. Failure of the WMODA Project to obtain the Entitlements or Permits as defined in the Development Agreement necessary to develop the WMODA Project, which failure is not an Event of Default by the Developer or the City.

G. Effect of Termination. If this Agreement shall terminate prior to construction of the Arts Alley the Developer shall, as soon as practicable, but in no event later than the fifteenth (15) calendar days after a termination notice is given, or such shorter period of time in the event of emergency or a life/safety issue:

1. Furnish all such information and otherwise cooperate in good faith in order to effectuate an orderly and systematic ending of the Developer's duties and activities hereunder, including, without limitation, the delivery to the City of any designs, construction plans, and/or permits required in existence at the time of termination. With regard to the originals of all papers and records pertaining to the WMODA Project, the possession of which are retained by the Developer after termination, the Developer shall: (i) reproduce and retain copies of such records as it desires; (ii) deliver the originals to the City; and (iii) not destroy originals without first offering to deliver the same to the City.
2. Notwithstanding the above in the event of the City's Default and the Developer elects to terminate this Agreement, Developer shall have no obligation or responsibility to produce documentation referenced in this section to the City.

6. **LACK OF APPROPRIATIONS.** Based upon the timeframes set forth in this Agreement, the City agrees to propose in each applicable fiscal year budget an amount to cover the City's obligations as stated herein commencing with the Fiscal Year 2025-2026 budget; however, the City's funding obligations as stated herein are all subject to the City's annual budgeting and appropriation process. The Developer understands and agrees that the City's funding obligations hereunder are payable exclusively from duly appropriated or otherwise legally

available funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement.

8. **EXTENSION OF TIME:** The parties may mutually agree to extend the time periods set forth herein. The City Manager shall have the ability to extend each of the time periods up to thirty (30) calendar days without governing board approval. Any extension request in excess of thirty (30) days shall be through the execution of a written amendment to this Agreement.

9. **SOVEREIGN IMMUNITY:** Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to sovereign immunity as set forth in Section 768.28, Florida Statutes.

10. **SAFETY AND PROTECTION:** Developer shall be responsible for initiating, maintaining, and supervising commercially reasonable safety precautions and programs in connection with the Arts Alley. Developer shall take all necessary safety precautions required by Applicable Laws (as defined in the Development Agreement), and shall take commercially reasonable industry practices and precautions, to prevent damage, injury or loss to:

- all persons in and around the construction areas and/or who may be affected by the construction;
- all work and materials and equipment to be incorporated in the Arts Alley; and,
- other real property or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadway, structures, utilities and underground and overhead facilities (i.e., watermains and electric utility poles and lines) not designated for removal, relocation or replacement in the course of construction.

11. **APPLICABLE LAW:** Developer shall comply with Applicable Laws (as defined in the Development Agreement) having jurisdiction for safety or persons or property to protect them from damage, injury or loss; and shall erect and maintain commercially reasonable safeguards for such safety and protection, taking into consideration the effect on the WMODA Project. Developer's duties and responsibilities for safety and for protection of the construction shall continue until the Developer's obligations with regards to constructing the Arts Alley is completed.

12. **PROTECTION OF PROPERTY:** Developer shall act in a commercially reasonable manner to protect and prevent damage to all components of work, and any existing facilities or improvements, including but not limited to the protection thereof from damage by the elements, theft, or vandalism.

13. **MATERIAL SAFETY:** Developer's Representatives are responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Applicable Laws (as defined in the Development Agreement).

14. **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and construed in accordance and governed by the laws of the State of Florida. Any litigation concerning this Agreement shall be exclusively in Palm Beach County, Florida.

15. **PUBLIC RECORDS:** The Developer shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, to the extent applicable to any public records related to or arising from this Agreement.

16. **ASSIGNMENT:** This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by Developer without the prior written consent of City, and only by the execution of a document of equal dignity herewith.

17. **TIME:** Time is of the essence throughout this Agreement. In computing time periods of less than six (6) days, Saturdays, Sundays, and State or National Legal Holidays shall be excluded. Any time periods provided for herein which end on any Saturday, Sunday, or a Legal Holiday shall extend to 5:00 p.m. of the next business day.

18. **ENTIRE AGREEMENT AND CONFLICTS:** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the relocation of the Arts Alley, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of hereof shall be predicated upon any prior representations or agreements whether oral or written. If there are any conflicts between this Agreement and the Development Agreement regarding the Arts Alley, this Agreement shall take precedence.

19. **AMENDMENT & EFFECTIVE DATE:** Except as specifically authorized herein, this Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it is approved and executed by the Developer and approved by the governing board of the CITY and executed by the CITY's Mayor or authorized designee. Upon all parties approval and execution, this Agreement shall become effective.

20. **COOPERATION:** The Parties agree that each shall cooperate with the other in good faith and shall correct any mathematical errors, execute such further documents, and perform such further acts as may be reasonably necessary or appropriate to carry out the purpose and intent of this Agreement.

21. **NOTICES:** All notices, requests, consents, demands, approvals or other communications required or permitted under this Agreement shall be in writing, addressed to the appropriate person at the receiving party, and shall be (as elected by the person giving such notice): (a) hand delivered, (b) delivered by overnight courier by a nationally recognized courier, with all fees prepaid; (c) delivered by Registered or Certified Mail, in each case, return receipt requested and postage prepaid; or (d) delivered by email with "FORMAL NOTICE" in the subject line (but only if a party's email address is included in its notice address and a hard copy is delivered via one of the other methods described in (a) through (c)), addressed to:

- A. If to the CITY:
City of Lake Worth Beach, Florida

Attn: Jaime Brown , Interim City Manager
1749 3rd Avenue South
Lake Worth Beach, Florida 33460

With copies to:
Torcivia, Donlon, Goddeau, and Rubin, PA
Attn: Christy Goddeau, Esq.
701 Northpoint Parkway, 209
West Palm Beach, FL 33407
Email: christy@torcivialaw.com

- B. If to the Developer:
Sunshine Lake Worth Development, LLC
16711 Collins Avenue
Sunny Isles Beach, FL 33160

With copies to:

R. Miller Consulting Group
ATTN: Renee Miller
reneem@rmcglc.com
Phone: 786-253-8436

Goren, Cherof, Doody and Ezrol, PA
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
Attn: Donald J. Doody, Esq.
Email: ddoody@gorencherof.com

Each such notice shall be deemed delivered: (i) if delivered by hand, the date the receipt is signed; (ii) if sent by overnight courier, on the courier's confirmation of delivery date, (iii) if sent by Registered or Certified Mail, upon receipt as indicated by the date on the signed return receipt; (iv) if sent by email, the date the notice was emailed (but only if a party's email address is included in its notice address and a hard copy is delivered via one of the other methods described in (i) - (iii) above); or (v) if the notice is rejected or refused at a physical notice address shown above, or to such other address as either party may designate by notice to the other party from time to time (as long as such rejection or refusal of delivery occurs on a business day).

22. **WAIVER OF JURY TRIAL. The Parties to this Agreement hereby knowingly, irrevocably, voluntarily, and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.**

23. **CONFLICT OF INTEREST.** The Developer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance required hereunder, as provided for in Chapter 112, Part III, Florida Statutes,

and Palm Beach County's Code of Ethics. Developer further represents that no person having any such conflicting interest shall be employed for said performance. Developer shall promptly notify the City, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence Developer's judgment or quality of performance being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that Developer may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the CITY and CRA, constitute a conflict of interest if entered into by Developer. The CITY and CRA agree to notify Developer of their opinion(s) within thirty (30) days of receipt of notification by the Developer. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by Developer, the City shall so state in the notification and the Developer may, at its option, enter into said association, interest or circumstance.

24. PUBLIC ENTITY CRIMES, SCRUTINIZED COMPANIES, E-VERIFY AND HUMAN TRAFFICKING.

A. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, the Developer certifies that it, its affiliates, suppliers, subcontractor and any other contractors who will perform hereunder, have not been placed on the convicted contractor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

B. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, the Developer certifies that it is not participating in a boycott of Israel. The Developer agrees that the City will have the right to terminate this Agreement if found to have been placed on the Scrutinized Companies that Boycott Israel List or as otherwise set forth in Section 287.135, Florida Statutes.

C. To the extent applicable, Developer shall comply with the E-Verify requirements of section 448.095, Florida Statutes.

D. By signing this Agreement as set forth below, the Developer's authorized representative swears or affirms under penalty of perjury that the Developer does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

25. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL.
Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed City contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the City and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

26. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instrument.

27. **NO PERMIT.** This Agreement is not and shall not be construed as a development agreement under Chapter 163, Florida Statutes, nor a development permit, Government Approval or authorization to commence development.

28. **THIRD PARTY RIGHTS.** The provisions of this Agreement are for the exclusive benefit of the Parties to this Agreement and no other party (including without limitation, any creditor of the City or the Developer) shall have any right or claim against the City or the Developer by reason of those provisions or be entitled to enforce any of those provisions against the City or the Developer.

29. **NO WAIVER.** One or more waivers of the breach of any provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same or any other provision, nor shall any delay or omission by a non-defaulting party to seek a remedy for any breach of this Agreement or to exercise the rights accruing to a non-defaulting party of its remedies and rights with respect to such breach.

30. **CONFIDENTIAL INFORMATION.** If during the term of this Agreement, any party is provided access to any records or other information that is confidential or proprietary in nature, the other party shall maintain the confidentiality of such information consistent with Florida's Public Records laws including, but not limited to, any building plans or GIS information provided to or by the Developer's Representatives. The Developer shall ensure the Developer's Representatives are also contractually required to maintain the confidentiality of such information.

IN WITNESS WHEREOF, the parties have made and executed this Arts Alley Long Term Maintenance Agreement on the respective dates under each signature: the City of Lake Worth Beach signing by and through the Mayor or authorized designee, and Sunshine Lake Worth Development, LLC, a Florida limited liability company, signing by and through its managing member, authorized to execute same.

DEVELOPER:

SUNSHINE LAKE WORTH DEVELOPMENT, LLC,
a Florida limited liability company

By: _____
Arthur Wiener, Manager

Date: _____, 2024

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of ___ physical presence or ___ online notarization on this ____ day of _____ 2025, by _____, as the _____ [title] of Sunshine Lake Worth Development, LLC, who is personally known to me or who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and he or she is duly authorized to execute the foregoing instrument and bind Sunshine Lake Worth Development, LLC, to the same.

Notary Public Signature
Notary Seal:

CITY SIGNATURE PAGE FOLLOWS

CITY:

CITY OF LAKE WORTH BEACH, FLORIDA,
a Florida municipal corporation

Attest:

By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, MMC, CITY Clerk

Date: _____

Approved as to form and legal sufficiency:


Approved for financial sufficiency:

By: _____
Glen Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Finance Director

EXHIBIT A
ARTS ALLEY PARCEL DESCRIPTION

EXHIBIT A: ARTS ALLEY PARCEL ILLUSTRATION

 Proposed Arts Alley between L and M Streets

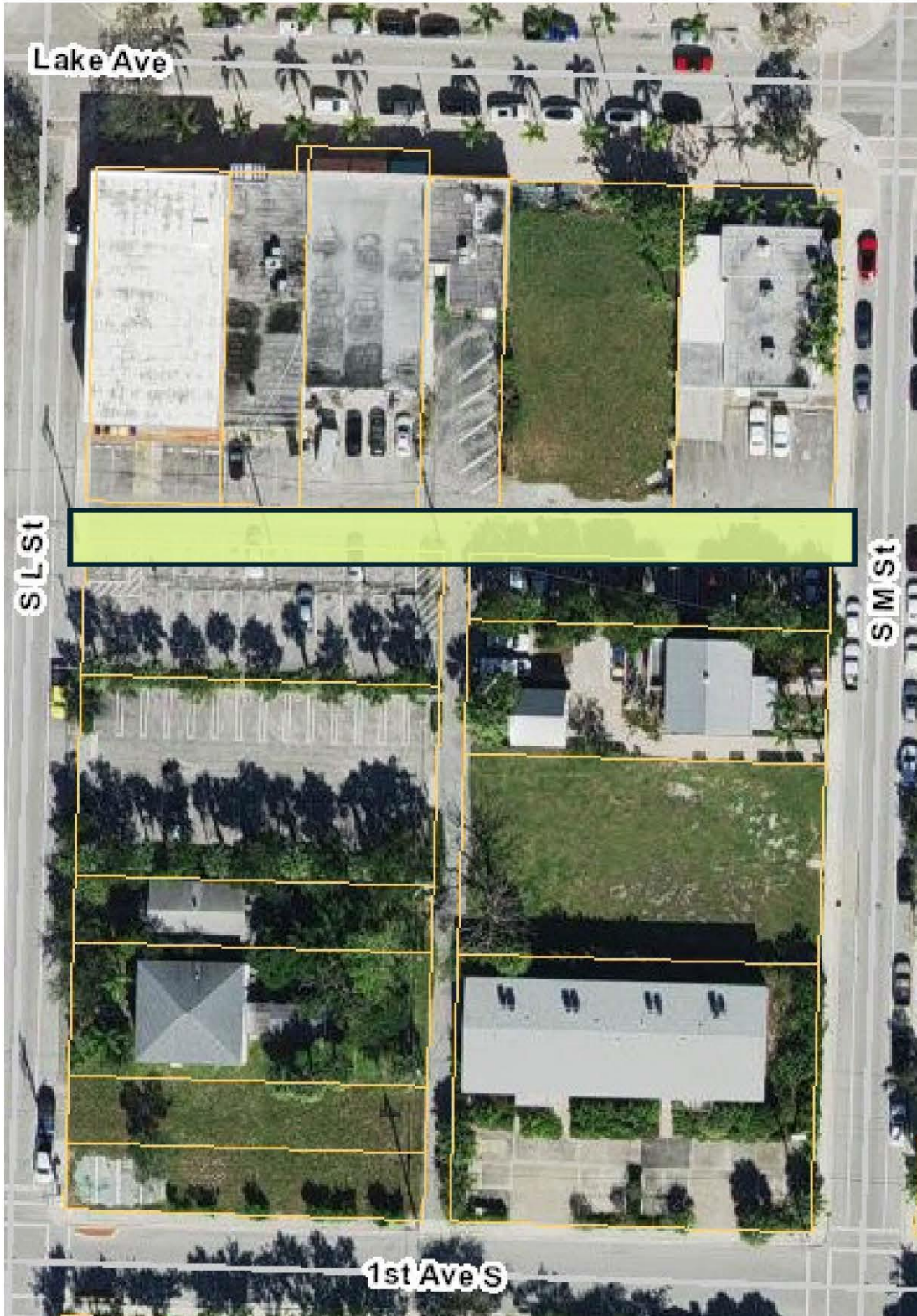


EXHIBIT B
ARTS ALLEY EXTENSION PARCEL DESCRIPTION

EXHIBIT B: ARTS ALLEY EXTENSION PARCEL ILLUSTRATION

 Proposed Arts Alley Extension between L and K Streets

