

CONTRIBUTING STRUCTURES RELOCATION AGREEMENT

THIS CONTRIBUTING STRUCTURES RELOCATION AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2025, by and between the CITY OF LAKE WORTH BEACH (“CITY”), a Florida municipal corporation, the LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”), a Florida public body, corporate and politic created pursuant to Chapter 163, Florida Statutes, and SUNSHINE LAKE WORTH DEVELOPMENT, LLC, a Florida limited liability company (“Developer”), with an address of 16711 Collins Avenue, Sunny Isles Beach, FL 33160.

W I T N E S S E T H:

WHEREAS, the CRA, the CITY, and the Developer entered into a Development Agreement on November 20, 2024, which is incorporated herein by reference; and

WHEREAS, pursuant to the Development Agreement, the Developer is to develop the Project on property currently owned by the CITY and the CRA; and

WHEREAS, the CRA owns the properties located at 26 South L Street and 17 South M Street located within the City of Lake Worth Beach, Florida (collectively referred to as the “Property”) on which the Developer will construct a portion of the Project; and

WHEREAS, in order to construct the Project, and pursuant to the Development Agreement, the Developer agrees to relocate the contributing structures located on the Property to specific vacant parcels owned by the CRA as provided in **Exhibit “A,”** which is attached hereto and incorporated herein by reference (collectively referred to as the “Vacant Lots”); and

WHEREAS, in consideration of the Developer undertaking the relocation of the contributing structures, the CITY and CRA agree to undertake certain obligations as provided in the Development Agreement to assist with the relocation of the contributing structures, as more fully described in this Agreement; and

WHEREAS, the relocation of the contributing structures serves both a municipal and public purpose, and is in the best interest of the residents of the City of Lake Worth Beach.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. **Recitals and Capitalized Terms.** The recitations set forth above are hereby incorporated herein by reference. Capitalized terms utilized in this Agreement shall have the definition or meaning afforded to them herein or as defined in the Development Agreement.

2. **Relocation of Contributing Structures:**

A. The Developer shall relocate the three (3) contributing structures currently located on the Property (“Contributing Structures”) to the Vacant Lots as provided in **Exhibit “A,”** which is attached hereto and incorporated herein by reference.

B. The CRA and CITY shall pay for any Permit fees and utility relocation costs associated with the relocation of the Contributing Structures.

C. The Developer shall cooperate with the CITY and the CRA to obtain all Government Approvals necessary for the relocation of the Contributing Structures.

D. The Developer's obligation for the relocation of all Contributing Structures shall not exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00) (the "Developer's Costs"). The Developer's Costs shall include but not be limited to: softs costs, professional services, housing relocation services, construction services, site preparation, historic preservation specialists, and legal fees directly related to the relocation of the Contributing Structures, subject to verification by the CITY and CRA. In the event that costs exceed \$500,000, the CITY and the CRA shall be responsible for the amount in excess of the Developer's Costs.

E. CITY and CRA shall have the right to review expenses and provide approval to the Developer before the start of the relocation, which approval shall not be unreasonably withheld. Supporting documentation must be submitted in order for approval to be granted. Supporting documentation shall include, but is not limited to, construction payment application from the general contractor, including all supporting documentation, invoices and conditional lien waivers (as applicable to the Developer), as well as, an overall draw request from the Developer including hard and soft costs and all supporting invoices and documentation. The Developer shall keep a record reasonably acceptable to the CITY and CRA of all Developer's Costs that are incurred by the Developer in connection with relocation. In the event that the CITY and the CRA become responsible for an amount in excess of the Developer's Costs, the CITY and CRA shall reimburse the Developer within thirty (30) days of the Developer's notice of such excess amount. Upon receipt of payment from the CITY and/or CRA, the Developer shall apply the amount as reimbursement of amounts expended by the Developer to pay the excess above the Developer's Costs.

F. If prior to the Closing Date, the CITY and CRA decide in their discretion that none of the Contributing Structures are to be relocated by the Developer, the CRA shall be responsible for demolishing the Contributing Structures or the CITY and/or CRA shall be responsible for relocating the Contributing Structures prior to the Closing Date (as applicable). In that event, the Developer shall contribute the full amount of the Developer's Costs to the design and construction of the K Street Parking Garage Component. If after the Closing Date, the parties agree that a Contributing Structure(s) should not be relocated, the Developer shall be responsible for demolishing the same as part of the Developer's Costs and, once demolished, all other obligations of the parties with respect to the demolished Contributing Structure(s) under this Agreement will be relinquished.

G. If the Developer's Costs are less than \$500,000, the Developer shall utilize the remainder of the Developer's Costs as a contribution towards the Arts Alley Extension construction as described in the Development Agreement.

H. The Developer shall obtain all Government Approvals, prepare and make ready the sites at 704 and 710 1st Avenue South, for the CITY, and construct the foundation and exterior utility connections for the Contributing Structures currently located at 17 South M Street. The CRA will issue a quit-claim deed to the CITY for 704 and 710 1st Avenue South prior to or at the Closing Date.

I. The Developer shall obtain all Government Approvals for the relocation of the Contributing Structure currently located at 26 South L Street, which shall be moved to 30 South K. The CRA shall prepare and make ready the site at 30 South K Street, which may include the construction of a foundation and exterior utility connections for the Contributing Structure currently located at 26 South L Street.

J. No later than sixty (60) days after the Developer receives all Entitlements for the Project, and any applicable appeal periods have expired, the Developer in coordination with the CRA shall order a Relocation Assessment and Documentation Report (“Report”). Parties agree that proper preparation and planning shall be deemed sufficient upon the acceptance of the Report by the City Manager and CRA Executive Director, as further provided herein.

K. Prior to the Closing Date, the Developer’s Representatives shall not perform any invasive testing on the Property or Vacant Lots without the prior written consent of CRA. After the Closing Date, the Developer’s Representatives shall not perform any invasive testing on the Vacant Lots without the prior written consent of the CRA and CITY. The Developer’s Representatives shall ensure that the Vacant Lots remain free and clear of all liens arising from or related to the Developer’s Representatives under this Agreement.

L. No later than ninety (90) calendar days after the Closing Date, the Developer shall commence the relocation of the Contributing Structures pursuant to the process set forth in the Report.

M. The CITY shall be responsible for all utility hook-ups for the Contributing Structures, including the Contributing Structures relocated from 17 South M, in accordance with the Developer’s construction documents and approved construction permits for the foundations.

N. The Developer shall ensure its qualified house mover(s) use best efforts to preserve the Contributing Structures during relocation, however, except for the Developer’s foundations for the 17 South M Street Contributing Structures and exterior utility connections, the CITY and CRA agree to accept the relocated Contributing Structures in their as-is condition upon completion of relocation, which is defined as the final inspection, close out of all applicable permits, copy of all warranties (as defined in the Development Agreement) associated with the foundations at 704 and 710 1st Avenue South, and exterior utility connections for the Contributing Structures, and issuance of any Bill(s) of Sale (as described below) (“Relocation Completion”).

O. As part of achieving the Relocation Completion, the Developer shall provide a Bill of Sale for each of the Contributing Structures to the CRA and CITY for their respective Contributing Structures, which Bill of Sale will be agreed to by the parties once the Contributing Structures have been relocated.

3. **Relocation Assessment and Documentation Report:** The Report shall be ordered by the Developer after consulting with the CITY and CRA. The Report shall be submitted by the Developer to the CITY and the CRA no later than sixty (60) days after the Developer receives the Entitlements from the CITY for the Project, and any applicable appeal periods have expired. The City Manager and the CRA Executive Director shall have fifteen (15) calendar days to approve or provide comments on the Report. After the fifteenth (15th) calendar day, the Report shall be deemed sufficient, and the Developer shall proceed with the plans as defined in the Report. If the CITY and/or CRA provide timely comments to the Developer on the Report, the parties shall cooperate to amicably resolve the comments within thirty (30) days of receipt by the Developer. The Report shall contain the following:

A. **Structural Assessment:** The Structural Assessment will be conducted by a licensed structural engineer(s) and shall verify each Contributing Structure’s integrity and appropriateness for relocation.

B. **Environmental Assessment:** To the extent known, the CITY and CRA shall provide confirmation to the Developer that the Vacant Lots comply with environmental standards.

C. **Historic Documentation:** The Developer's Representative shall include photographs and condition reports, to preserve a record of the Contributing Structures prior to relocation.

D. **Route Analysis:** The Developer's Representative shall submit a detailed route plan accounting for road dimensions, utility clearances, and any obstacles along the path, which shall also include a traffic maintenance plan.

E. **Site Readiness:** The Developer's Representative shall provide specifications for clearing vegetation, governmental signage, and utilities at the Property, the Vacant Lots and along the proposed route in the public rights-of-way.

F. **Reinforcement Measures:** The Developer's Representative shall specify structural reinforcement methods and provide associated costs to prevent damage to the Contributing Structures during the relocation.

G. **Transportation Methodology:** The Developer's Representative shall specify allowable transportation methods, to reduce vibration and stress on the Contributing Structures.

H. **Timing Constraints:** The Developer's Representative shall provide a plan that shall limit the relocation to specific times to avoid public disruption and meet any local ordinances.

I. **Final Budget and Cost:** The Developer will provide an estimated final cost of all of the services and professionals associated with the relocation of the Contributing Structure.

4. **INSURANCE AND BOND:** The Developer shall comply with the following insurance and bonding requirements prior to undertaking any action with respect to the relocation of the Contributing Structures:

A. **Insurance Requirements:** Developer shall require that any Developer or representative of Developer (collectively, "Developer's Representative") undertaking any action with respect to the relocation of Contributing Structures to 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 CRA and CITY as an additional insured. Except where prohibited by law, all insurance policies must contain provisions waiving the applicable insurance companies' rights of recovery and subrogation against CRA and CITY. No cancellation or modification of any such insurance coverage may be effective against CRA and CITY unless the insurance company provides a notice of cancellation or modification to CRA and CITY at least thirty (30) days prior to the effective date of the cancellation or modification. No person or entity undertaking any action with respect to the relocation of these structures shall have the right to take any action with respect to the relocation of the structures until such person or entity delivers to the CRA and CITY certificates of insurance evidencing the required coverage. Notwithstanding anything to the contrary contained in this Agreement, the insurance requirements set forth herein are not intended to, and shall not be deemed to, limit Developer's liability for any of its obligations under this Agreement.

B. **Bonds:** Prior to commencing the relocation of the Contributing Structures, if required by Section 255.05, Florida Statutes, the Developer's Representative shall provide a payment and performance bond with the CITY named as a dual obligee on the bond. The bond shall otherwise comply with section 255.05, Florida Statutes, as a public construction bond, and a recorded copy of the bond must be provided to the City prior to the Developer's Representative commencing any work on CITY real property.

5. **REPORTING AND OVERSIGHT.** With respect to the relocation of the Contributing Structures, the parties shall have the following responsibilities and obligations:

A. The Developer will provide photographs or video documenting each phase of the relocation.

B. The Developer shall hire an independent preservation consultant to oversee compliance with historical standards throughout the relocation process.

C. The CITY shall have onsite the day of relocation representatives from utilities, public works, community sustainability department, police department (PBSO), and fire (PBC Fire Rescue) as may be necessary.

D. The CITY and CRA shall designate and provide the Developer with a decision-making point of contact for each entity who will be present on the day of relocation.

6. The City shall be responsible for removing the governmental signage and vegetation in the public rights-of-way as well as vegetation removal at 704 and 710 1st Avenue South prior to the commencement of the relocation consistent with the Report. The CRA shall be responsible for clearing the sites at 126 South J Street and 30 South K Street consistent with the Report ("Clearing Activities"). Subject to the City and the CRA timely completing the Clearing Activities, no later than 90 days after the Closing Date, the Developer shall commence the relocation of the Contributing Structures to the Vacant Lots as set forth herein. The Developer shall achieve Relocation Completion no later than **ninety (90) days** after commencement. The parties may mutually agree to extend the time period for the Developer to commence the relocation of the Contributing Structures and/or to achieve Relocation Completion. The City Manager and CRA Executive director may grant up to a sixty (60) calendar day extension to the Developer. Any extension request in excess of sixty (60) days shall be through the execution of a written amendment to this Agreement.

7. **Indemnification**

A. The Developer agrees to include the following indemnification in all contracts with the Developer's Representatives undertaking any action with respect to the relocation of the Contributing Structures:

"To the extent provided by law, [Developer's Representative] shall indemnify, defend, and hold harmless the Developer, the City of Lake Worth Beach (CITY), the Lake Worth Beach Community Redevelopment Agency (CRA), and their officers and employees, against any actions, claims, injuries, costs (including all attorney's fees), or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [Developer's Representative] or any of its officers, employees, or other persons utilized by [Developer's Representative], in undertaking any action with respect to the relocation of the Contributing Structures.

The foregoing indemnification shall not constitute a waiver of the CITY's or CRA's sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes, nor as consent by the CITY or CRA to be sued. The foregoing indemnification shall also not be construed to constitute agreement by [Developer's Representative] to indemnify, defend, and hold harmless the CITY and/or CRA for the negligent or wrongful act(s) of the CITY and/or CRA, or their officers, agents, employees, or third parties."

B. If a Developer's Representative is not agreeable to the foregoing indemnification provision, the Developer, CITY, and CRA shall meet and amicably resolve the matter depending on the extent of the risk reasonably presented by the Developer's Representative's specific scope of work. The parties agree to resolve the matter within ten (10) business days of notice from the Developer. Revisions resulting from this provision may be approved by the CRA Executive Director and the City Manager without formal amendment to this Agreement.

C. Nothing in this Agreement shall be deemed or treated as a waiver by the CITY or the CRA 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.

D. The Developer shall bear no risk of loss with respect to the Contributing Structures if the Contributing Structures are damaged or destroyed, in whole or in part, by any casualty prior to the Developer's Representatives commencing the relocation of the Contributing Structures.

E. Safety and Protection. Developer's Representatives shall be responsible for initiating, maintaining and supervising commercially reasonable safety precautions and programs in connection with the work associated with the relocation of the Contributing Structures ("Work"). Developer shall take all necessary safety precautions (required by Applicable Laws), and shall take commercially reasonable industry practices and precautions, to prevent damage, injury or loss to:

- (1) all persons on the Property or Vacant lots or who may be affected by the Work;
- (2) all Work and materials and equipment to be incorporated in the Work, whether in storage on or off the Property or Vacant lots; and,
- (3) other property at the Property or Vacant Lots or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadway, structures, utilities and underground facilities not designated for removal, relocation, or replacement in the Report or during the Work.

8. The Developer's Representatives shall comply with Applicable Laws of Governmental Authorities 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 Work. The Developer's Representatives' duties and responsibilities for safety and for protection shall continue until Relocation Completion.

9. Developer's Representatives shall act in a commercially reasonable manner to protect and prevent damage to all components of the Work, and any existing facilities or improvements, including but not limited to the protection thereof from damage by the elements, theft, or vandalism.

10. Developer's Representatives shall be 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.

11. 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.

12. **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.

13. **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 CRA and the CITY, and only by a document of equal dignity herewith.

14. **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 on any Saturday, Sunday, or a Legal Holiday shall extend to 5:00 p.m. or the next business day.

15. **Incorporation.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, 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 relocation of the Contributing Structures, this Agreement shall take precedence.

16. **Amendment.** Except as specifically authorized herein, it is further agreed that no modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

17. **Effective.** 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 by the governing bodies of the CRA and the CITY, and executed by the CITY's Mayor or designee and the CRA Executive Director.

18. **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.

19. **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 UNDER CONTRIBUTORY STRUCTURE AGREEMENT” 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 CRA:
Lake Worth Beach Community
Redevelopment Agency
Joan Oliva, Executive Director
1121 Lucerne Avenue
Lake Worth Beach, FL 33460

With copies to:
Weiss, Serota, Helfman, Cole, and Bierman
Attn: David N. Tolces, Esq.
2255 Glades Road, Suite 200 E
Boca Raton, FL 33431

- C. 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).

20. **WAIVER OF JURY TRIAL. The parties to this Agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right they 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.**

21. **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 and CRA, 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 and CRA 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 and/or CRA, the prospective business association, interest or circumstance would not constitute a conflict of interest by Developer, the CITY and CRA shall so state in the notification and the Developer may, at its option, enter into said association, interest or circumstance.

22. **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 or performing any of its obligations and tasks in furtherance hereof, 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.

23. **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.

24. **Termination.** The Parties do hereby agree that upon the Relocation Completion, this Agreement shall terminate and the Developer shall have no further obligation to the CITY or CRA relative to the relocation of the Contributing Structures.

25. **Condition.** The Developer makes no representations, warranties, or covenants that the Contributing Structures are in sufficient condition to be relocated, or for the condition the Contributing Structures will be in once relocated.

26. **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.

27. **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, CRA or the Developer) shall have any right or claim against the CITY, CRA or the Developer by reason of those provisions or be entitled to enforce any of those provisions against the CITY, CRA or the Developer.

28. **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.

29. **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 Contributing Structure Relocation Agreement on the respective dates under each signature: the City of Lake Worth Beach signing by and through the Mayor or designee, the Lake Worth Beach Community Redevelopment Agency, signing by and through its Executive Director, 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: _____, 2025

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:

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE OF CITY AND CRA FOLLOW

CITY:

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

Attest:

By: _____
Melissa Ann Coyne, MMC, City Clerk

By: _____
Betty Resch, Mayor

Date: _____

Approved as to form and legal sufficiency:

Approved for financial sufficiency

By: _____
Glen Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Finance Director

CRA:

LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY

Joan Oliva, Executive Director

Carla Blockson, Chair

Approved as to form and legal sufficiency:

By: _____
CRA Attorney

EXHIBIT "A"

CRA VACANT LOTS

CRA Vacant Lots:

- 704 1st Avenue South (PCN: 38-43-44-21-15-019-0301)
- 710 1st Avenue South (PCN: 38-43-44-21-15-019-0302)
- 30 South K Street (PCN: 38-43-44-21-15-021-0010)