

FIRST AMENDMENT
TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

WHEREAS, Delray Beach Community Redevelopment Agency (the “Purchaser”) and **Lake Ida Church of Christ, Inc., formerly known as Church of Christ at 125 SW 15th Avenue Inc.**, a nonprofit corporation (the “Seller”) entered into that certain Agreement for Purchase and Sale of Real Property (the “Agreement”) dated February 27, 2024 concerning the real property located at 1300 Lake Ida Road, Delray Beach, Florida (the “Property”).

WHEREAS, at the time of Contract, the Property to be purchased consisted of 30,494 square feet of Property

WHEREAS, the Seller and Purchaser agree to increase the portion of the Property to be purchased to include an additional 7,920 square feet of property for a total of 38,414 square feet of Property

WHEREAS, the Property is more particularly described with the legal description in **Exhibit “A,”** attached hereto and made a part hereof

WHEREAS, the Purchaser and Seller have agreed to extend the deadline to obtain Approvals for the Class II Site Plan Modification and the minor re-plat from one hundred and eighty days (180) to Two Hundred and Forty days (240) to account for the delay in submitting the application due to the change in the amount of Property being purchased.

NOW THEREFORE, in consideration of the mutual covenants, the Purchaser and Seller do agree to enter into this First Amendment to provide that:

1. The Whereas clauses are hereby ratified and confirmed.
2. Paragraph 1 of the Agreement is hereby amended to include **Exhibit “A”** attached hereto and made a part hereof.
3. Paragraph 2 of the Agreement is hereby amended as follows:

Subject to the provisions of this Agreement, the SELLER hereby agrees to sell to PURCHASER and PURCHASER hereby agrees to purchase from SELLER, the Property previously identified on Exhibit “A” for the total Purchase Price of *Seven Hundred sixty eight four hundred and 00/100 (\$768,400.00) Dollars* and upon and subject to the terms and conditions hereinafter set forth

4. Paragraph 7(d) of the Agreement is hereby amended as follows:

(d) During the term of this Agreement, Purchaser shall use commercially reasonable efforts in order to obtain the "Approvals" with respect to the Property. The Approvals are defined as: a final and unappealable Class III Site Plan

Modification and minor re-plat from the City of Delray Beach and any other governmental authorities having jurisdiction over the Property. Purchaser agrees that within *two hundred and forty (240)* calendar days after the Effective Date, Purchaser, at Purchaser's expense, shall submit to the City of Delray Beach an application for a Class III site plan modification for a minor re-plat. The parties each agree that they will act promptly throughout the approval process and cooperate with each other in an effort to obtain the Approvals in as short a time period as is possible within the applicable laws that define the approval process. With respect to such Approvals, Purchaser shall not be deemed to have obtained or received the Approvals until all appeal periods shall have passed without any appeal having been taken or, if any such appeal shall have been taken, such appeal(s) shall have been finally and conclusively resolved in favor of Purchaser. In the event Purchaser's application for a Class III Site Plan and Minor Re-plat is not approved by the City of Delray Beach on or before December 1, 2024, then Purchaser shall have the right to terminate this Agreement and receive an immediate return of the Earnest Money.

5. Paragraph 11 of the Agreement is hereby amended as follows:

The Closing will take place on or before *February 13, 2025* via U.S. Mail or courier. All original documents to be sent to Goren, Cherof, Doody & Ezrol, P.A. at 3099 E. Commercial Blvd., S-200, Fort Lauderdale, FL 33308.

6. In the event of any inconsistencies between this First Amendment and the Agreement, the provisions contained in this First Amendment shall prevail. In all other respects, the terms and provisions of the Agreement are ratified and confirmed.

PLEASE SEE SIGNATURES ON PAGE 2.

SELLER:

Cecil L. Spivey, Vice President

Kenneth Hill, President

Date: _____

**PURCHASER:
Delray Beach Community
Redevelopment Agency**

By: Tom Carney
Title: Chair

Date: _____

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS AMENDMENT AS TO
FORM:

CRA Counsel

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF LAKE IDA ROAD CHURCH OF CHRIST, AS RECORDED IN PLAT BOOK 70, PAGE 1 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID PLAT OF LAKE IDA ROAD CHURCH OF CHRIST; THENCE SOUTH 89°05'24" WEST ON THE SOUTH LINE OF SAID PLAT, SAID LINE ALSO BEING THE SOUTH LINE OF SECTION 8, TOWNSHIP 46 SOUTH, RANGE 43 EAST, A DISTANCE OF 85.50 FEET; THENCE NORTH 00°38'78" WEST, A DISTANCE OF 365.78 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAKE IDA ROAD AND A POINT ON A NON-TANGENT CURVE TO THE LEFT AT WHICH THE RADIUS POINT BEARS NORTH 12°43'44" EAST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE AND THE SAID SOUTH RIGHT-OF-WAY LINE HAVING A RADIUS OF 7559.76 FEET AND A CENTRAL ANGLE OF 02°43'53", A DISTANCE OF 74.35 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 34°55'34" EAST, A DISTANCE OF 34.87 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT AT WHICH THE RADIUS POINT BEARS SOUTH 81°23'3" EAST; THENCE SOUTHERLY ON THE ARC OF SAID CURVE, SAID CURVE ALSO BEING THE EAST LINE OF SAID PLAT AND THE WESTERLY RIGHT-OF-WAY LINE OF ROOSEVELT AVENUE, HAVING A RADIUS OF 575.00 FEET AND A CENTRAL ANGLE OF 09°24'23", A DISTANCE OF 94.40 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°47'36" EAST ON SAID EAST LINE OF SAID PLAT AND SAID WESTERLY RIGHT-OF-WAY LINE, A PLAT DISTANCE OF 227.14 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAINING 38,414 SQUARE FEET {0.882 ACRES), MORE OR LESS