

**THIRD AMENDMENT TO GROUND LEASE
(Hatcher Construction and Development, Inc.)**

THIS THIRD AMENDMENT TO GROUND LEASE ("Third Amendment") is entered into by and between **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a Florida public body, corporate and politic, created pursuant to Chapter 163, Florida Statutes, (the "Landlord") whose address is 20 N. Swinton Avenue, Delray Beach, Florida 33444, and **HATCHER CONSTRUCTION & DEVELOPMENT, INC.**, a Florida corporation, whose address is 710 W. Atlantic Ave, Delray Beach, FL 33444 (the "Tenant") and shall be effective upon execution by the parties hereto.

WITNESSETH:

WHEREAS, on July 18, 2019, the Landlord entered into a Ground Lease ("Original Lease") with the Tenant for the property located at 20 and 26 NW 6th Avenue, Delray Beach, Florida ("Premises"); and

WHEREAS, on November 12, 2020, the Original Lease was amended by that certain First Amendment to Ground Lease (the "First Amendment") which extended the Site Analysis Period to July 18, 2021; and

WHEREAS, on July 15, 2021, the Second Amendment to the Ground Lease (the "Second Amendment") extended the Site Analysis Period to September 16, 2021; and

WHEREAS, the Tenant desires to extend the expiration of the Site Plan Analysis Period from September 16, 2021 to December 14, 2021; and

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

1. That the above referenced "WHEREAS" clauses shall be confirmed and ratified as if fully set forth herein.

2. Section 3.3. entitled "Site Analysis Period" is hereby amended to the following:

(3.3) Site Analysis Period. Tenant shall have until December 14, 2021 "Site Analysis Period" in which to ascertain whether the Property is acceptable to Tenant and to obtain all necessary approvals, permits and licenses necessary for the development of the Property in substantial conformance with the Conceptual Plan. "Site Analysis Period" shall mean the period commencing on the Effective Date of this Lease and expiring on December 14, 2021. If the Property is determined to be unacceptable to Tenant in its sole discretion, Tenant shall notify the Landlord by providing written notice (a "Termination Notice") of its determination that the Property is unacceptable for its intended use and its intent to terminate the Ground Lease as provided for in Section 3.4 of said Ground Lease, no later than 5:00 p.m. Florida time on December 14, 2021, in

which event the First Deposit shall be returned to Tenant, and neither party shall have any further rights or obligations hereunder.

3. Except as modified by this Third Amendment, all terms, covenants, obligations and provisions of the Original Lease, First Amendment, and Second Amendment shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the parties in every respect. If the terms and conditions set forth in this Third Amendment shall directly conflict with any provision contained in the Original Lease, First Amendment or Second Amendment, the terms contained in this Third Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the dates set forth below.

ATTEST:

LANDLORD:
**DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Renée A. Jadusingh, Esq.
CRA Executive Director

By: _____
Shirley E. Johnson, Chair

APPROVED AS TO FORM:

By: _____
CRA Legal Advisor

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 2021, by Shirley E. Johnson, Chair of the Delray Beach Community Redevelopment Agency, on behalf of the agency. She is personally known to me or has produced _____ (type of identification) as identification

Signature

Name and Title

Commission Number

TENANT:
**HATCHER CONSTRUCTION AND
DEVELOPMENT, INC.**, a Florida corporation

BY: WM. Hatcher
William E. Hatcher, President

ATTEST: Jeff Hatcher
By: Jeff Hatcher

Date: 10/15/2021

Print Name: Jeff Hatcher Jeff Hatcher

(SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)ss:
)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this 18th day of October, 2021, by William E. Hatcher, as President of **HATCHER CONSTRUCTION AND DEVELOPMENT, INC.**, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification

[Signature]
Signature

Name and Title

Commission Number

