

Prepared by: RETURN:
City Attorney's Office
200 N.W. 1st Avenue
Delray Beach, Florida 33444

PCN: 12-43-46-20-59-002-0000
Address: 905 SW 14th Avenue

REMOVAL AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 202_, by and between the City of Delray Beach, a Florida Municipal Corporation of the State of Florida (“City”), whose address is 100 NW 1st Avenue, Delray Beach, FL 33444 and GS Deerfield, LLC (“Owner”), a Florida Limited Liability Company, whose address is 18 People’s Trust Way, Suite 200, Deerfield Beach, Florida 33441.

WITNESSETH:

WHEREAS, the Owner hereby warrants and represents it is the fee simple owner of a parcel of land located at 905 SW 14th Avenue, Delray Beach, Florida (“Property”) as more particularly described in Exhibit “A”, attached hereto and incorporated herein; and

WHEREAS, the Owner submitted an application to redevelop the Property; and

WHEREAS, to comply with City requirements, the Owner dedicated a portion of the Property to the City as right-of-way along SW 13th Avenue; and

WHEREAS, due to the dedication, a previously approved, existing fence is now located within the SW 13th Avenue right-of-way as more particularly described in Exhibit “B”, attached hereto and incorporated herein; and

WHEREAS, Owner desires to maintain the fence within the right-of-way, pursuant to the terms of this Agreement; and

WHEREAS, Owner acknowledges City’s need to provide for future requirements for right-

of-way; and

WHEREAS, Owner acknowledges the benefit granted to and received by it by the execution and delivery of this Removal Agreement to City and the City's right of removal contained herein; and

WHEREAS, the mutual benefits to City and Owner are recognized by each of the parties.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The above recitals are incorporated as if fully set forth herein.
2. In consideration of One Dollar (\$1.00) and other good and valuable consideration, City hereby permits Owner to leave in place and maintain an existing fence on the Property under the expressed condition that Owner will remove, at no expense to City, the existing fence from the SW 13th Avenue right-of-way upon City providing thirty (30) days written notice to Owner, its successor or assigns, which notice shall be mailed pursuant to the terms in Paragraph 6. If, after notice to Owner, the fence is not removed, City may enter upon Owner's Property and remove said fence at Owner's expense.
3. This Agreement shall be recorded in the public records of Palm Beach County, Florida.
4. This Agreement shall run with the land and shall be binding on the heirs, personal representatives, grantees, successors and assigns of Owner.
5. In further consideration of one dollar (\$1.00), together with the acceptance of the mutual considerations hereinabove stated, Owner agrees to indemnify, defend and save City harmless against any and all claims, demands, actions, suits, proceedings, judgments, liabilities and losses, of whatever nature, including reasonable attorney's fees, arising out of or from this

Agreement.

6. Any notice or communication under this Agreement shall be in writing and may be given by registered or certified mail. If given by registered or certified mail, the notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed, with postage prepaid. If given otherwise, then by registered or certified mail, it should be deemed to have been given when delivered to and received by the party to whom it is addressed. The notices and communication shall be given to the particular parties at the following addresses:

City: City Manager
City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444

Owner: GS Deerfield, LLC
18 People's Trust Way
Suite 200
Deerfield Beach, Florida 33441

Either party may at any time by giving ten (10) days written notice designate any other person or entity or any other address in substitution of the foregoing to which the notice or communication shall be given.

7. This Agreement shall constitute the entire agreement of the parties with respect to the subject matter herein. All prior understandings and agreements between the parties with respect to such matters are merged into this Agreement, which alone fully and completely expresses their understanding.

8. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and Contractor hereto have executed this Agreement as of the day and year first above written.

WITNESS #1

Sheryl Levinson
Signature
Sheryl Levinson
Printed or Typed Name
18 People's Trust Way
Deerfield Beach, FL 33441
Address

OWNER

By: [Signature]
Name: Brett R. Frankel
Its: Chief Legal Officer
Date: 1/6/2025

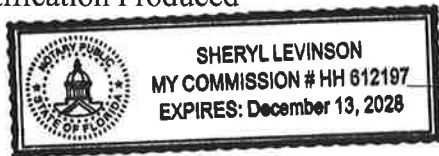
WITNESS #2:

[Signature]
Signature
Valerie Straka
Printed or Typed Name
18 People's Trust Way
Address Deerfield Bch FL 33441

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of January, 2025 by Brett R. Frankel (name of person), as Chief legal officer (type of authority) for GS Deerfield, LLC (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification
Type of Identification Produced



[Signature]
Notary Public – State of Florida

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

By: Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

Exhibit A

Legal Description

Lots 2 through 13, Block 6, Replat of Delray Beach Heights Extension Sections "A" and "B", according to the plat thereof as recorded in Plat Book 28, Page 171, Public Records of Palm Beach County, Florida.

Being also described as: All of King Industrial Park, according to the plat thereof as recorded in Plat Book 67, Page 137, Public Records of Palm Beach County, Florida.

Exhibit B
Survey

Exhibit "B"

SITE DATA TABLE PROJECT ADDRESS: 905 SW 14TH AVENUE DELRAY BEACH, FLORIDA

LAND USE DESIGNATION: IND (INDUSTRIAL)	
ZONING DESIGNATION: U (LIGHT INDUSTRIAL)	
SITE AREA EXISTING:	110,853 SF (2.54 ACRES) PER SURVEY
PROPOSED AREA: THE ENTIRE SITE AREA PLUS 65% OFF STREET WORK AT NEW AND REMODELED DRIVEWAY ENTRANCES. SEE CIVIL.	
EXISTING BUILDING GROUND FLOOR AREA:	10,886
EXISTING BUILDING TOTAL FLOOR AREA:	12,979 = 12,979
PROPOSED NEW ONE STORY BUILDING AREA:	20,016
PROPOSED TOTAL BUILDING AREA:	33,195
FLOOR AREA RATIO EXISTING BLDG:	12,979 / 110,853 = .117
FLOOR AREA RATIO PROPOSED BLDG AND NEW BUILDING COMBINED:	33,195 / 110,853 = .299
SITE COVERAGE = 10.866 + 20.216 = 31.082 / = 28.0%	
MAX COVERAGE = 50%	

SETBACK REQUIREMENTS:

NEW PROPOSED BUILDING	
FRONT	PROVIDED
SIDE STREET	10 FT
SIDE INTERIOR	5 FT
MAX HEIGHT	48 FT
	NOT APPLICABLE
	20'-8"

SITE AREA CALCULATIONS BASED ON 110,853 SF SITE AREA

- GROUND FLOOR FOOTPRINT EXIST. = 31,056 SF = 28.0%
- VEHICLE USE AREAS & WALKS & PAVED = 53,026 SF = 47.8%
- OPEN SPACE (NON-VEHICULAR NATURAL PLANTED) = 26,771 SF = 24.2%
- OPEN SPACE REQUIRED=25%
- TOTAL = 110,853 SF = 100.0%

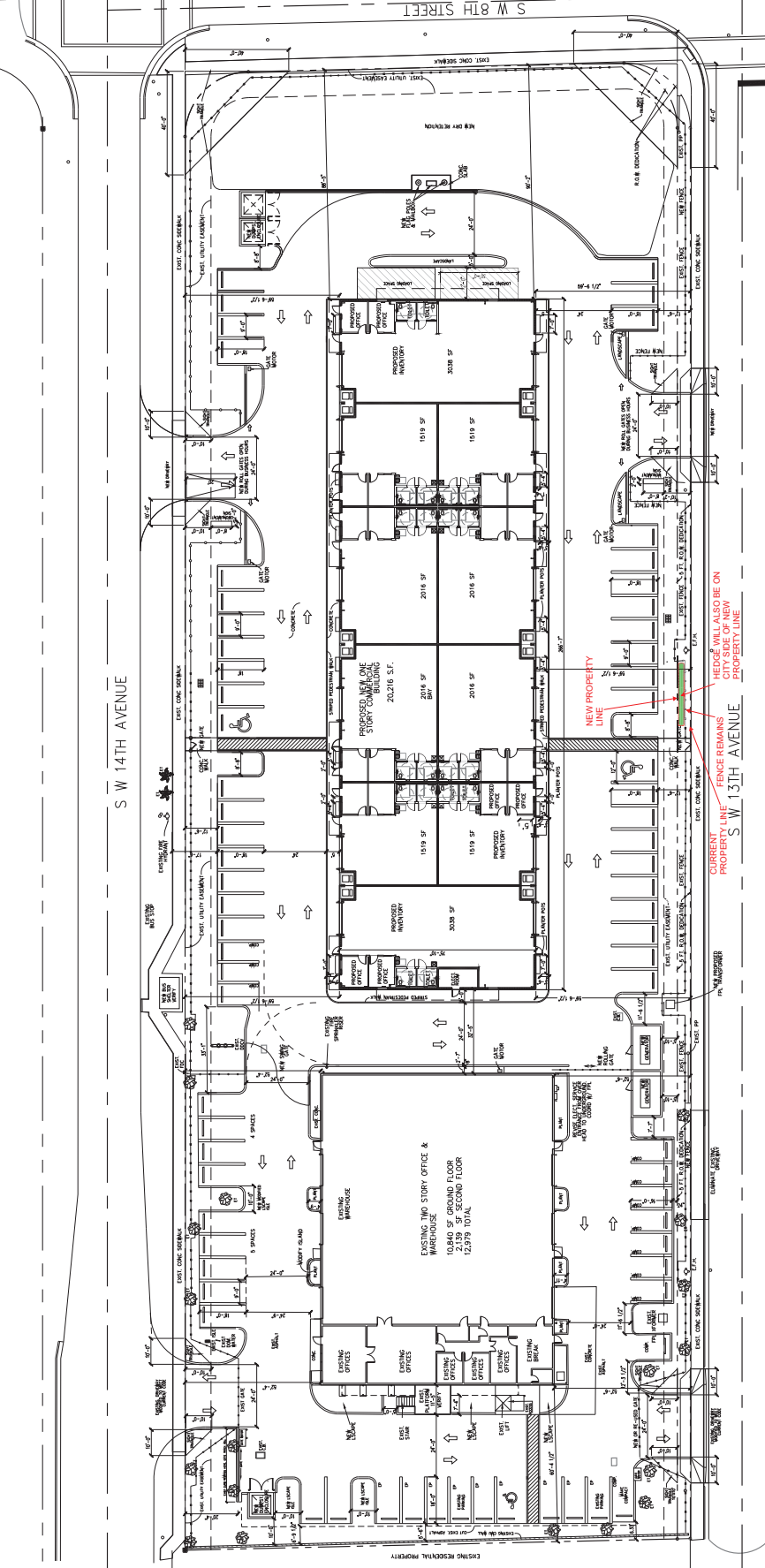
PARKING CALCULATIONS

REQUIRED SPACES:

- EXISTING BUILDING OFFICE= 4 / 7,000 FOR 1ST 3,000 SF = 12 SPACES & REMAINDER AT 3.5 / 1,000 426-3,000= 126 (1,226 X 3.5=3,000) 4 SPACES= 16 SPACES
- EXISTING BUILDING WAREHOUSE= 1/1,000 SF = 898 / 1,000= 9 SPACES
- NEW PROPOSED BUILDING OFFICE= 4 / 7,000 FOR 1ST 3,000 SF = 2800 = 11 SPACES
- NEW PROPOSED BUILDING WAREHOUSE= 1 / 1,000 = 17,416 / 1,000= 17 SPACES
- TOTAL REQUIRED SPACES EXISTING BUILDING = 89
- TOTAL REQUIRED SPACES NEW BUILDING = 28
- PARKING PROVIDED = 44
- INCLUDES 3 ACCESSIBLE SPACES AND 4 COMPACT SPACES AS WELL AS 4 PARALLEL. COMPACT SPACES UP TO 30% ALLOWED 4 / 71 = 6% PROVIDED.

LEGEND

PROPERTY LINE	---
NEW CONCRETE CURB	---
SEE CIVIL	---
EXISTING TREE	☐
EXISTING FIRE DEPARTMENT CONNECTION	☐
ADJACENT STREET CENTER LINE	---
UTILITY EASEMENT LINE	---
NEW FENCE AND GATE, NOTE EXISTING AND NEW FENCES ARE DETAINED	---
SHEET AS 102	---
EXISTING FENCE TO REMAIN	---
STREET CENTER LINE	---
RIGHT OF WAY ADJACENT PROPERTIES:	---
EXISTING MASONRY SITE WALL SOUTH PROPERTY	---



LEGAL DESCRIPTION:
 ALL OF "INDUSTRIAL PARK", LESS TRACT "A", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 65, PAGE 137, OF BEACH COUNTY, FLORIDA FOR FURTHER SITE INFORMATION, SEE SURVEY BY PULICE LAND SURVEYORS, INC. ORDER NUMBER 70333.

NOTE: SPACES ARE FOR SMALL START-UP TYPE BUSINESSES WHICH MAY UTILIZE BOTH INVENTORY AND OFFICE SPACE. A TYPICAL EXAMPLE WOULD BE THAT OF BOTH OFFICE AND WAREHOUSE TYPE SPACE TO FUNCTION.

NOTE: GATES ARE INTENDED TO REMAIN OPEN DURING BUSINESS HOURS.

SITE PLAN
 SCALE: 1" = 20'-0"

AS.1.01