

RETURN to:
City Attorney's Office
200 N.W. 1st Avenue
Delray Beach, FL 33444

PCNs: 12-43-46-16-01-079-0060, -0080, -0090,
-0100, -0110, -0120, -0130, -0141, -0142,
-0010, -0190, -0170, -0210, -0200

Property Address: 215-253 SE 1st Avenue,
118 SE 2nd Street,
240-280 SE 2nd Avenue

LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20__ by and between the **City of Delray Beach**, a Florida municipal corporation of the State of Florida, whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444 (the "City") and **Delray HMH, LLC; Delray Residences, LLC; SM-CDR Assemblage Delray, LLC; and Delray Swan Holdings, LLC**, Florida limited liability companies, whose address is 2665 S. Bayshore Dr, Suite 605B, Miami, FL33133 (the "Owners").

WITNESSETH:

WHEREAS, to provide landscaping in the City, the City Commission has adopted ordinances setting forth requirements for landscaping; and

WHEREAS, to comply with the City's landscape Ordinance, Owner shall be allowed to install landscaping material within the right-of-way of SE 1st Avenue, SE 2nd Avenue, SE 2nd Street and SE 3rd Street (the "ROW Area"), pursuant to the terms of this Agreement; and

WHEREAS, this Agreement shall in no way be deemed an actual, constructive or any other type of abandonment by the City of the public right-of-way of SE 1st Avenue, SE 2nd Avenue, SE 2nd Street and SE 3rd Street; and

WHEREAS, the City reserves the right at any time to utilize the right-of-way for right-of-way purposes; and

WHEREAS, the public will benefit from the beautification of areas along its streets by the addition of landscaping; and,

WHEREAS, this Agreement is not effective unless the Owners have submitted a landscape plan and it has been approved by the City; and,

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party.

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 Parties hereby represent and warrant that the above recitals are accurate and correct and hereby incorporate them in this Agreement.

2. The Owners shall perform all conditions as required by the City or any Board of the City in conjunction with the site plan and review process for the required installation and maintenance of the landscaping. The subject property, further described in Exhibit "A", shall have an approved landscape plan, Exhibit "B", attached hereto and incorporated herein by reference.

3. The Owners shall be responsible for purchasing and installing all plant, tree, hedge or grass material or any other material as required by the Owner's approved landscaping plan. Owners shall further be responsible for obtaining all permits and approvals from all applicable governmental agencies.

4. The Owners hereby agree to maintain the plantings in the right-of-way in accordance with the City's Ordinances and the terms and conditions of this Agreement. The Owners shall be responsible to maintain, which means the proper watering and proper fertilization of all plants and keeping them as free as practicable from disease and harmful insects; to properly mulch the plant beds; to keep the premises free of weeds; to mow and/or cut the grass to a proper height; to properly prune all plants which includes (1) removing dead or diseased parts of plants, or (2) pruning such parts thereof which present a visual hazard for those using the roadway. To maintain also means removing or replacing dead or diseased plants in their entirety or removing or replacing those that fall below original project standards. All plants removed for whatever reason shall be replaced by plants of the same grade, not necessarily the same plant but of acceptable quality to the City and the Owners, as specified in the original plans and specifications and of a size comparable to those existing at the time of replacement. To maintain also means to keep litter removed from the landscaped areas in the right-of-way. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, grass, or shrubs.

5. If at any time after the execution of this Agreement by the Owners, it shall come to the attention of the City that the landscaping is not properly maintained pursuant to the terms and conditions of this Agreement then the City may at its option issue a written notice that a deficiency or deficiencies exist, by sending a certified letter to the Owners. Thereafter, the Owners shall have a period of thirty calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the City may at its option, proceed as follows:

- (a) Maintain the landscaping or part thereof and invoice the Owners for expenses incurred.
- (b) Terminate this Agreement and require the Owners to comply with the City's current Ordinance on landscaping.
- (c) Cite the Owners for failure to comply with the City's Ordinances.

6. At all times hereto, the Owners shall own and maintain all landscaping installed in the ROW Area.

7. If for any reason the City decides that it needs the right-of-way of SE 1st Avenue, SE 2nd Avenue, SE 2nd Street and SE 3rd Street for any purpose this Agreement shall terminate, and the Owners shall be required to comply with the City's current Code of Ordinances regarding landscape requirements. Owners shall remove all landscaping from the right-of-way within 20 days of such notification, if so, requested by the City.

8. Owners shall at all times hereafter indemnify, hold harmless and, at the City's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional or negligent act of, or omission of, Owners, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action or demand, Owners shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend City. The

provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

9. This Agreement shall constitute the entire Agreement of the parties with respect to the subject matter of it. 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.

10. Upon conveyance of the subject property to any future owner, this Agreement shall be deemed automatically assigned by the Owner to any such future owner of the subject property, and such future owner shall be deemed to have assumed all the Owners' obligations hereunder. This Agreement may not otherwise be assigned or transferred by the Owners, in whole or part, without the written consent of the City.

11. This Agreement shall be binding on the Parties, their respective heirs, successors, legal representatives, and permitted assigns and shall be recorded in the Public Records of Palm Beach County and shall run with the land.

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

13 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:	Clifford Rosen Delray HMI, LLC; Delray Residences, LLC; SM-CDR Assemblage Delray, LLC; and Delray Swan Holdings, LLC 2665 S. Bayshore Dr, Suite 605B,

Miami, FL 33133

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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and the Owner executed this Agreement as of the day and year first above written

WITNESSES:

[Signature]
Signature

Theresa M. Amago
Name

2665 S. Bayshore Dr. Suite 605B
Address Miami, FL 33133

[Signature]
Signature

ESTHER CASTRO
Name

2665 S. Bayshore Dr. #605B
Address MIAMI, FL 33133

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2ND day of JULY, 2026 by Clifford Rosen (name of person), as Manager (type of authority) for Delray HMH, LLC (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification
Type of Identification Produced _____

OWNER

By: [Signature]

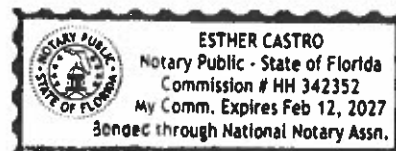
Name: Clifford Rosen

Title: Manager
for

Company Name: Delray HMH, LLC

Date: _____

[Signature]
Notary Public - State of FLORIDA



IN WITNESS WHEREOF, the City and the Owner executed this Agreement as of the day and year first above written

WITNESSES:

[Signature]
Signature

Thana M. Amago
Name

2665 S. Bayshore Dr. Suite 605B
Address Miami, FL 33133

[Signature]
Signature

ESTHER CASTRO
Name

2665 S. Bayshore Dr. #605B
Address MIAMI, FL 33133

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of JULY, 2026 by Clifford Rosen (name of person), as Manager (type of authority) for Delray Residences, LLC (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification
Type of Identification Produced _____

OWNER

By: [Signature]

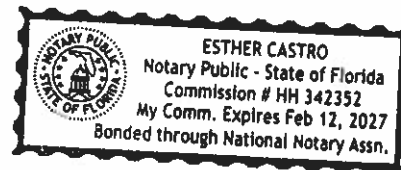
Name: Clifford Rosen

Title: Manager
for

Company Name: Delray Residences, LLC

Date: _____

[Signature]
Notary Public – State of FLORIDA



IN WITNESS WHEREOF, the City and the Owner executed this Agreement as of the day and year first above written

WITNESSES:

[Signature]
Signature

Debra H. Amato
Name

2665 S. Bayshore Dr. Suite 605B
Address Miami FL 33133

[Signature]
Signature

ESTHER CASTRO
Name

2665 S. Bayshore Dr. Suite 605B
Address MIAMI, FL 33133

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of JULY, 2026 by Clifford Rosen (name of person), as Manager (type of authority) for SM-CDR Assemblage Delray, LLC (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification
Type of Identification Produced _____

OWNER

By: [Signature]

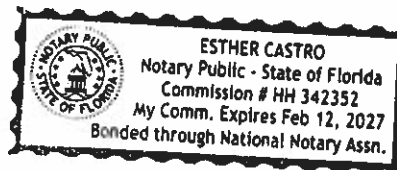
Name: Clifford Rosen

Title: Manager
for

Company Name: SM-CDR
Assemblage Delray, LLC

Date: _____

[Signature]
Notary Public - State of FLORIDA



WITNESSES:

Jessie M. Amato
Signature

Jessie M. Amato
Name

2665 S. Bayshore Dr. Suite 6055
Address Miami, FL 33133

Esther Castro
Signature

Esther CASTRO
Name

2665 S. BAYSHORE DR #6055
Address MIAMI, FL 33133

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2ND day of JULY, 20 , by Clifford Rosen (name of person), as Manager (type of authority) for Delray Swan Holdings, LLC (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification
Type of Identification Produced _____

OWNER

By: [Signature]

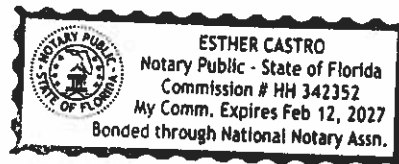
Name: Clifford Rosen

Title: Manager
for

Company Name: Delray Swan Holdings, LLC

Date: _____

Esther Castro
Notary Public – State of FLORIDA



ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Alexis Givings, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to legal form
and sufficiency:

Lynn Gelin, City Attorney

[Remainder of Page Intentionally Left Blank]

EXHIBIT "A"
LEGAL DESCRIPTION OF REAL PROPERTY

DELRAY HMH, LLC

215 SE 1st Avenue - PCN 12-43-46-16-01-079-0060 - (ORB 32639, PAGE 00879):

118 SE 2nd Street - PCN 12-43-46-16-01-079-0010

240 SE 2nd Avenue - PCN 12-43-46-16-01-079-0210

Lots 1, 2, 6, 7, 21, 22 and 23, Block 79, TOWN OF LINTON (NOW DELRAY), Florida, according to the Plat thereof as recorded in Plat Book 10, Page 1, of the Public Records of Palm Beach County, Florida. AND

DELRAY RESIDENCES, LLC

219 SE 1st Avenue - PCN 12-43-46-16-01-079-0080 - (ORB 33153, PAGE 01408):

Lot 8, Block 79, SUBDIVISION OF BLOCK 79, IN TOWN OF LINTON (NOW DELRAY), FLORIDA, according to the Plat thereof as recorded in Plat Book 10, Page 1, of the Public Records of PALM BEACH County, Florida. AND

223 SE 1st Avenue - PCN 12-43-46-16-01-079-0090 - (ORB 33153, PAGE 01440):

Lot 9, Block 79, SUBDIVISION OF BLOCK 79, IN TOWN OF LINTON (NOW DELRAY), FLORIDA, according to the Plat thereof as recorded in Plat Book 10, Page 1, of the Public Records of PALM BEACH County, Florida. AND

227 SE 1st Avenue - PCN 12-43-46-16-01-079-0100 - (ORB 33153, PAGE 01431):

Lot 10, Block 79, SUBDIVISION OF BLOCK 79, IN TOWN OF LINTON (NOW DELRAY), FLORIDA, according to the Plat thereof as recorded in Plat Book 10, Page(s) 1, of the Public Records of PALM BEACH County, Florida. AND

231 SE 1st Avenue - PCN 12-43-46-16-01-079-0110 - (ORB 33153, PAGE 01390):

Lot 11, Block 79, SUBDIVISION OF BLOCK 79, IN TOWN OF LINTON (NOW DELRAY), FLORIDA, according to the Plat as recorded in Plat Book 10, Page 1, Public Records of PALM BEACH County, Florida. AND

237 SE 1st Avenue - PCN 12-43-46-16-01-079-0120 - (ORB 33162, PAGE 01228):

Lot 12, Block 79, SUBDIVISION OF BLOCK 79, IN TOWN OF LINTON (NOW DELRAY), FLORIDA, according to the Plat thereof as recorded in Plat Book 10, Page 1, of the Public Records of PALM BEACH County, Florida. AND

243 SE 1st Avenue - PCN 12-43-46-16-01-079-0130 - (ORB 33209, PAGE 01870):

Lot 13, Block 79, SUBDIVISION OF BLOCK 79, IN TOWN OF LINTON (NOW DELRAY), FLORIDA, according to the Plat thereof as recorded in Plat Book 10, Page 1, of the Public Records of PALM BEACH County, Florida. AND

251 SE 1ST Avenue - PCN 12-43-46-16-01-079-0141 - (ORB 33153, PAGE 01425):

Lot 14, Block 79 less the South 41 feet thereof, TOWN OF LINTON (NOW DELRAY), resurvey of Block 79 according to the Plat thereof, recorded in Plat Book 10, Page 1, of the Public Records of PALM BEACH County, Florida. AND

253 SE 1ST Avenue - PCN 12-43-46-16-01-079-0142 - (ORB 33153, PAGE 01403):

The South 41 feet of Lot 14, Block 79, TOWN OF LINTON (NOW DELRAY), resurvey of Block 79, according to the Plat thereof as recorded in Plat Book 10, Page 1, of the Public Records of PALM BEACH County, Florida.

SM-CDR ASSEMBLAGE DELRAY, LLC

258 SE 2nd Avenue – PCN 12-43-46-16-01-079-0200 – (ORB 35760, PAGE 39):

Lot 20, Block 79, Subdivision of Block 79 IN TOWN OF LINTON NOW DELRAY, FLORIDA, according to the map or plat thereof, as recorded in Plat Book 10, Page 1, of the Public Records of Palm Beach County, Florida. AND

DELRAY SWAN HOLDINGS, LLC

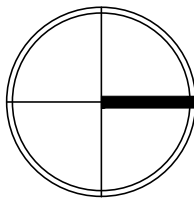
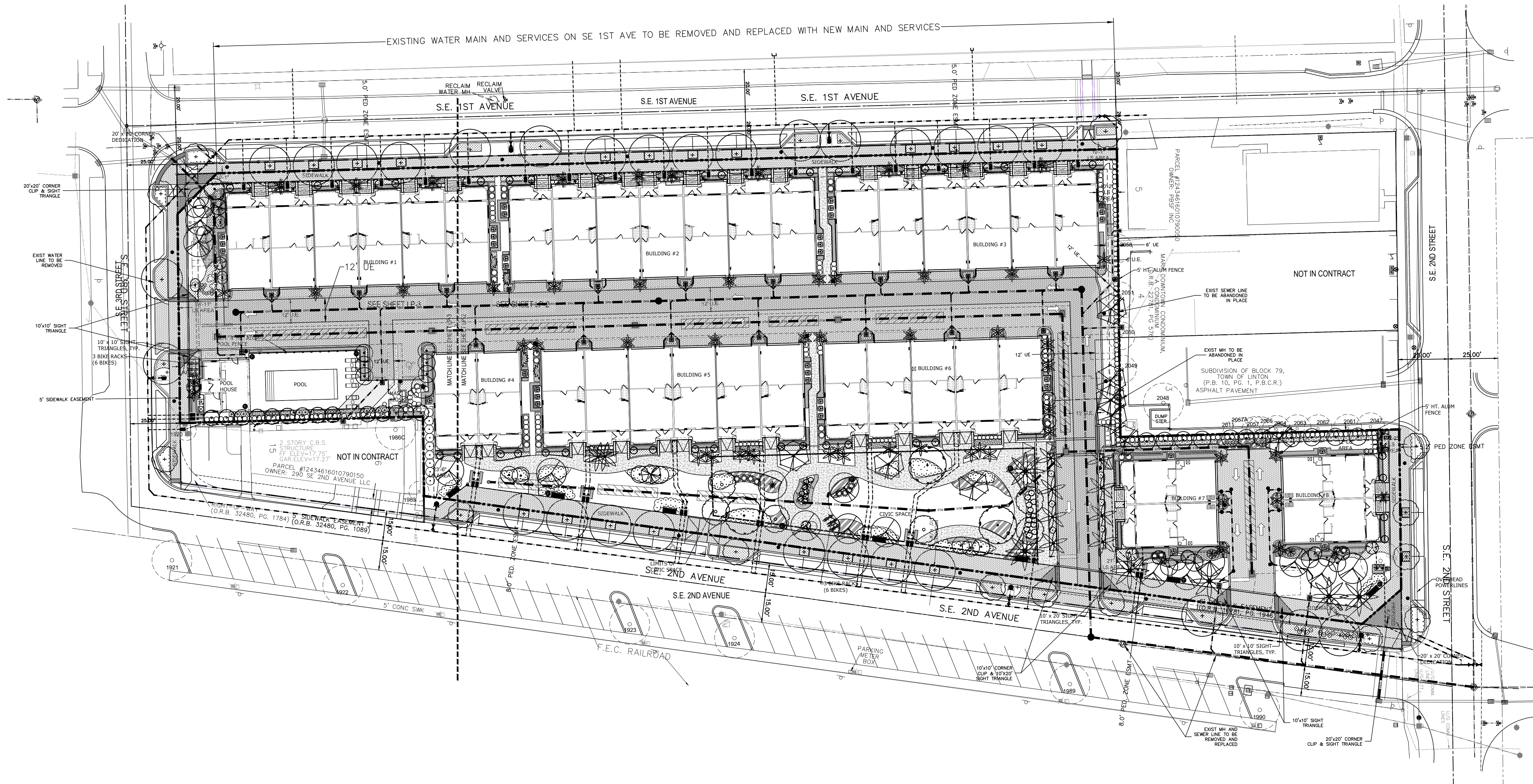
264 SE 2nd Avenue - PCN 12-43-46-16-01-079-0190 – (ORB 31903, PAGE 472):

Lot 19, Block 79, Subdivision of Block 79 in Town of Linton (now Delray), Florida, according to the plat thereof as recorded in Plat Book 10, Page 1, Public Records of Palm Beach County, Florida. AND

280 SE 2nd Avenue - PCN 12-43-46-16-01-079-0170– (ORB 31903, PAGE 472):

Lot 17 and 18, Block 79, Subdivision of Block 79 in Town of Linton (now Delray), Florida, according to the plat thereof as recorded in Plat Book 10, Page 1, Public Records of Palm Beach County, Florida.

EXHIBIT "B"
LANDSCAPE PLAN

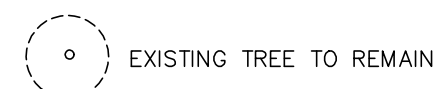


SCALE: 1"=30'-0"

PROJECT

DELRAY SWAN
DELRAY BEACH, FL

TREE KEY



EXISTING TREE TO REMAIN

SHEET INDEX

TR-1 TREE DISPOSITION PLAN AND CHART
LP-1 OVERALL LANDSCAPE PLAN
LP-2 LANDSCAPE PLAN ENLARGEMENT NORTH
LP-3 LANDSCAPE PLAN ENLARGEMENT SOUTH
AND PLANT LIST
LP-4 CIVIC SPACE ENLARGEMENT
LP-5 SPECIFICATIONS AND DETAILS
IR-1 OVERALL IRRIGATION PLAN
IR-2 IRRIGATION PLAN ENLARGEMENT NORTH
IR-3 IRRIGATION PLAN ENLARGEMENT SOUTH

TITLE

OVERALL
LANDSCAPE PLAN

PROJ. NO.

FILE NAME

BB DRAWN

10-22-25 DATE

01-14-26 REV.

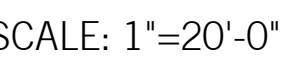
03-17-26

04-21-26

06-12-26

SHEET

LP-1
OF
5



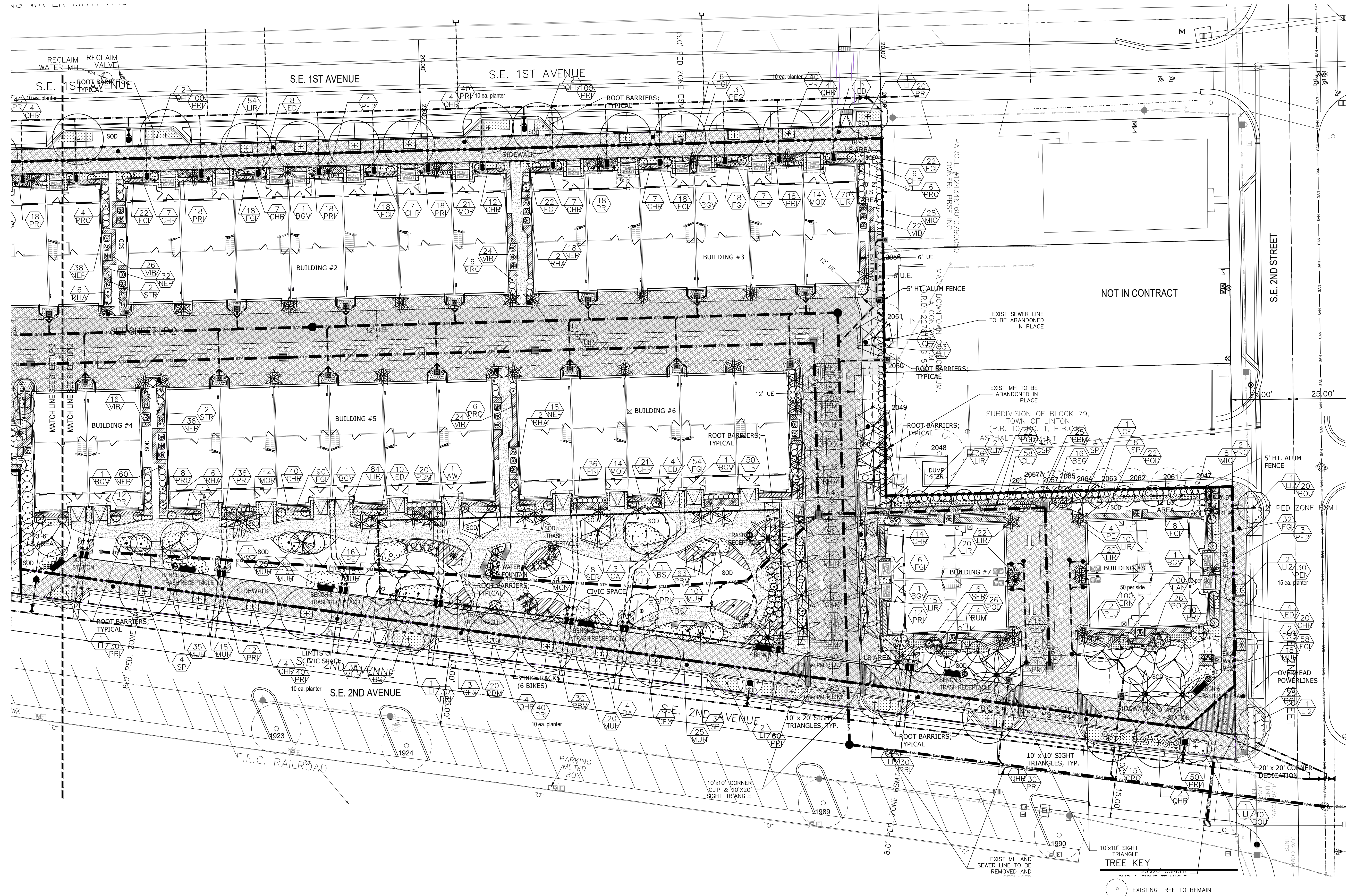
DELRAY SWAN
DELRAY BEACH, FL

LANDSCAPE PLAN
ENLARGEMENT NORTH

SHEET

OF

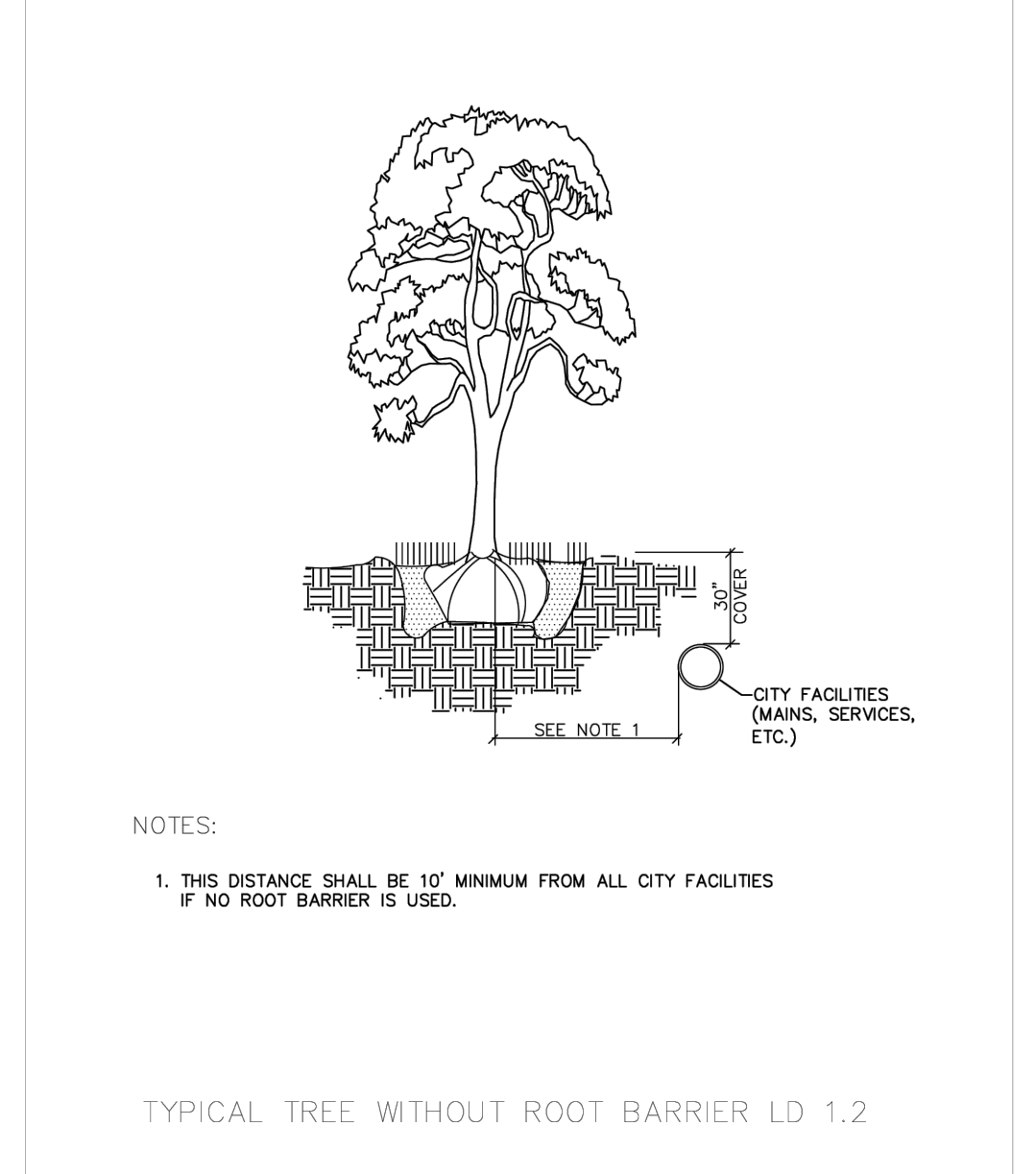
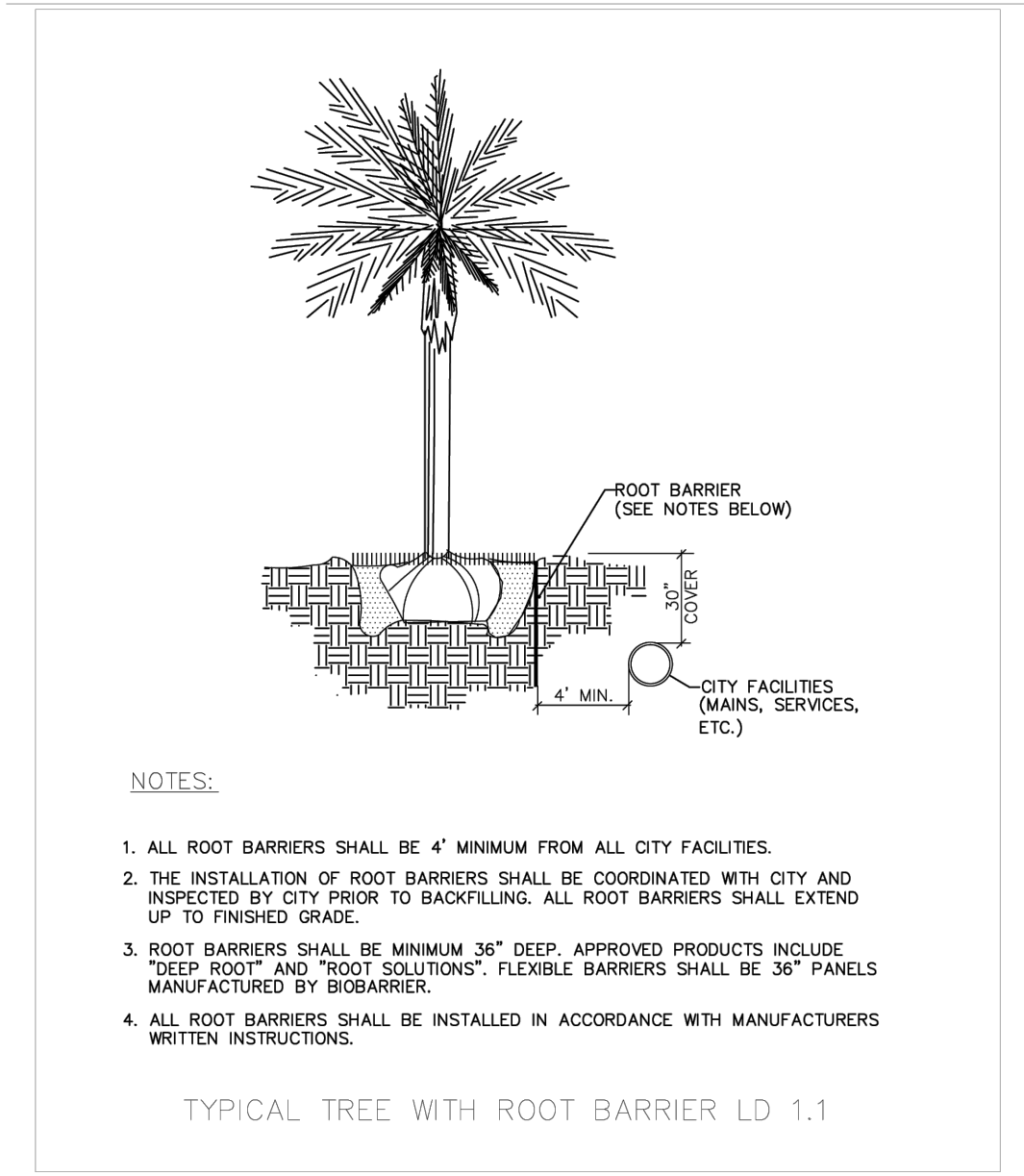
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SHEET INDEX

TR-1 TREE DISPOSITION PLAN AND CHART
LP-1 OVERALL LANDSCAPE PLAN
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IR-3 IRRIGATION PLAN ENLARGEMENT SOUTH



PLANT LIST

KEY TREES	QTY	PLANT AND SPECIFICATION
** N BS	3	Bursera simaruba (Gumbo Limbo) 16' ht., 7'-8' spr., 6" c.t., 4" dbh, matched
** BA	4	Bulnesia arborea (Bulnesia Tree) 16' ht., 7'-8' spr., 6" c.t., 2" dbh matched
** CA	3	Cassia blakeana (Pink Cassia) 16' ht., 7'-8' spr., 6" c.t., 2" dbh matched
** N CL	14	Clusia guttifera (Small Leaf Clusea Tree Type) 16' ht., 7'-8' spr., 6" c.t., 3" dbh, matched
** N CE	6	Conocarpus erectus (Green Buttonwood) 16' ht., 7'-8' spr., 6" c.t., 4" dbh, matched
** N CES	4	Conocarpus erectus 'sericus' (Silver Buttonwood) 16' ht., 7'-8' spr., 6" c.t., 4" dbh, matched
** CG	2	Caesalpinia granadillo (Bridalveil tree) 16' ht., 7'-8' spr., 6" c.t., 2" dbh, matched
** N CS	6	Cordia sebestina (Gaiger Tree) 16' ht., 7'-8' spr., 6" c.t., 4" dbh, matched
** N IA	3	Ilex attenuata (Eagleston Holly) 16' ht., 7'-8' spr., 6" c.t., 2" dbh, matched
** LI	10	Lagerstroemia indica 'Muskogee' (Lavender Crepe Myrtle) 16' ht., 8' spr., 6" c.t., 2" dbh., single trunk, matched
** LI2	4	Lagerstroemia indica 'Muskogee' (Lavender Crepe Myrtle) 12' ht., 6' spr., 6" c.t., 2" dbh., single trunk, matched
** N QHR	29	Quercus spp. 'High Rise' (High Rise Oak) 14'-16' ht., 8' spr., 6" c.t., 4" dbh, matched
** TA	4	Tabebuia umbellata (Yellow Tabebuia) 16' ht., 7'-8' spr., 8" c.t., 4" dbh, character branching, full

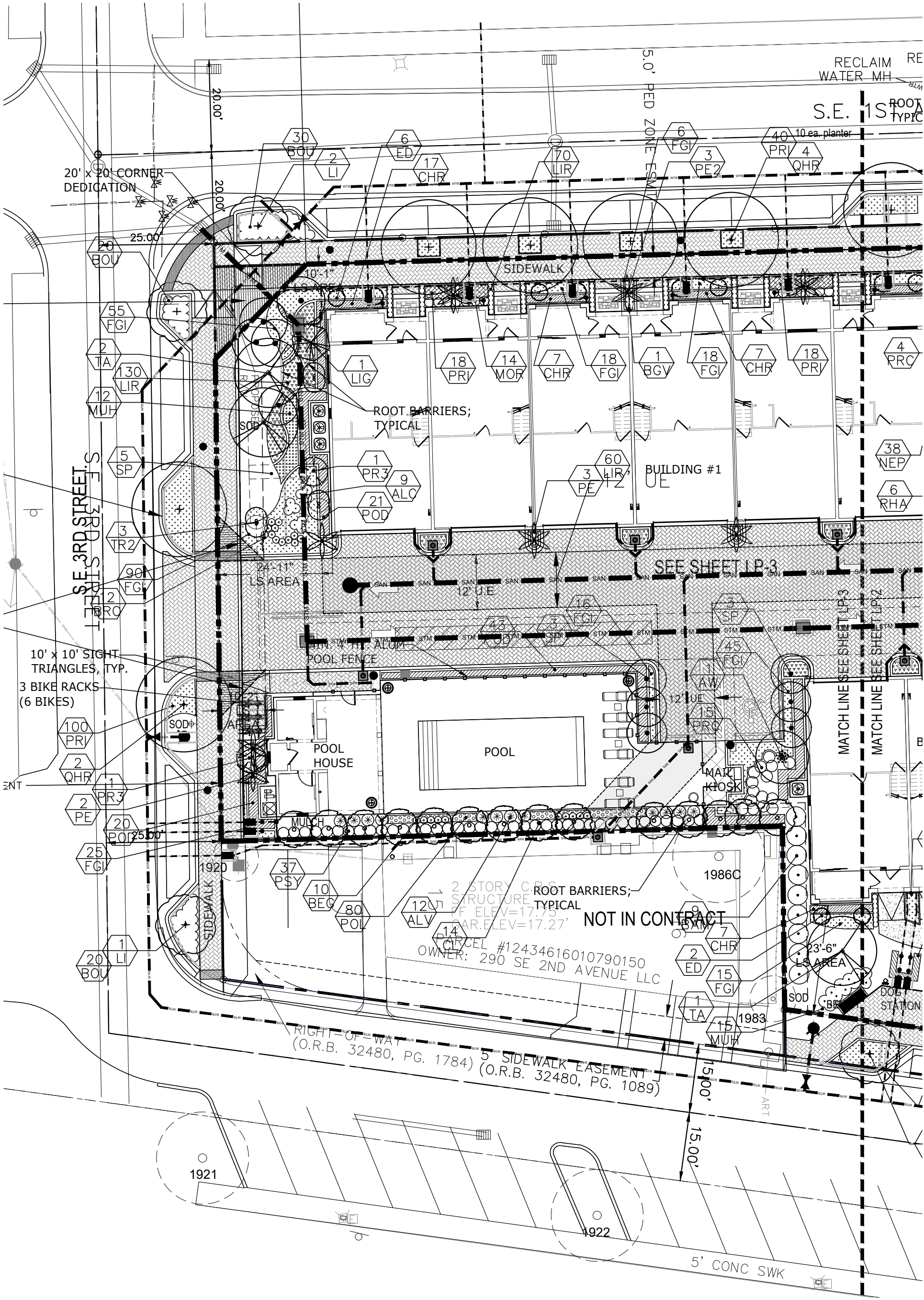
TOTAL TREES	92
PALMS	
PE2	13
PE	45
** PM	6
alt.	
N AW	2
** N SP	35
VM1	8
VM2	1
TOTAL PALMS	110

ACCENTS	
BAM	9
ED	42
GAR	6
** LIG	2
alternate	
** RUM	4
** PLU	2
** PR3	4
RHA	20
** N TR2	3
STR	2

SHRUBS	
** ALC	9
ALV	12
** BOU	165
** BEG	26
** BRO	28
** N CHR	196
CRO	15
CSP	40
** N CLU	134
N MOR	77
MOR	26
** N MUH	268
PEN	30
PRC	47
POD	189
PRI	58
** N PSY	37
** N SER	14
VIB	112

GROUNDCOVERS	
** FGI	877
** N LAN	100
** LIR	321
** MIC	116
** N NEP	202
PBM	268
PRI	948
** N ERN	100

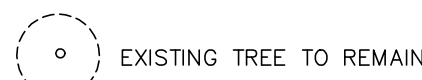
VINES	
** BGV	8
SOD	
MULCH	



NATIVE/DROUGHT TOLERANT CALCULATIONS

NATIVE/DROUGHT TOLERANT PERCENT TREES	50%
NATIVE/DROUGHT TOLERANT PERCENT SHRUBS	25%

TREE KEY



SHEET INDEX

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IR-3	IRRIGATION PLAN ENLARGEMENT SOUTH

CALL 48 HOURS BEFORE YOU DIG.

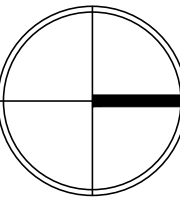
IT'S THE LAW
1-800-432-4770

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

CITY OF DELRAY BEACH STAMP

AGT LAND
LANDSCAPE ARCHITECTURE

132 NORTH SWINTON AVENUE
DELRAY BEACH, FL 33444
T (561) 276-5050
www.agtland.com



SCALE: 1"=20'-0"

PROJECT

DELRAY SWAN

DELRAY BEACH, FL

TITLE

LANDSCAPE PLAN
ENLARGEMENT SOUTH
& PLANT LIST

PROJ. NO.

FILE NAME

BB DRAWN

10-22-25 DATE

01-14-26 REV.

03-17-26

04-21-26

05-06-26

06-12-26

SHEET

LP-3
OF
5