

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 14<sup>th</sup> Avenue

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## AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Delray Beach, a Florida Municipal Corporation of the State of Florida ("City"), whose address is 100 NW 1<sup>st</sup> 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.

### W I T N E S S E T H:

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 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

WITNESS #2:

*Lakem St. Re*  
Signature  
Lakem St. Re  
Printed or Typed Name  
18 Peoples Trust Way  
Deerfield Beach, FL 33441  
Address

STATE OF FLORIDA  
COUNTY OF PALM BEACH

OWNER

By: *M. Frankel*  
Name: Brett R. Frankel  
Title: Chief Legal Officer  
for  
Company: GS Deerfield, LLC  
Date: 4/1/2025

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1<sup>st</sup> day of April, 2025, by Brett 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 \_\_\_\_\_

*Sheryl Levinson*  
Notary Public – State of Florida



ATTEST:

CITY OF DELRAY BEACH

\_\_\_\_\_  
Alexis Givings, City Clerk

By: \_\_\_\_\_  
Thomas F. Carney, Jr., Mayor

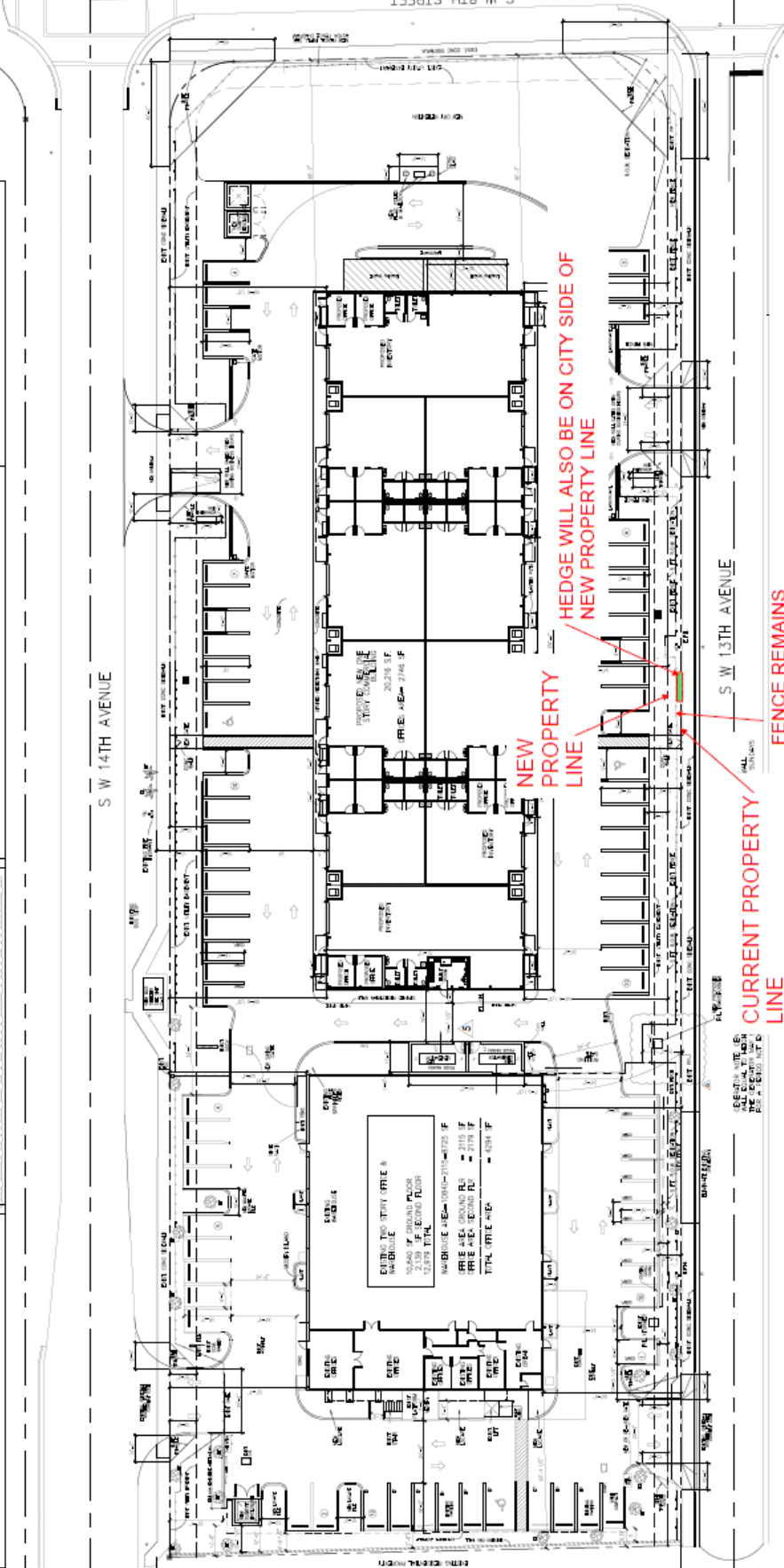
Approved as to form and legal sufficiency:

\_\_\_\_\_  
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.

[illegible][illegible]

PERMIT / BID  
2022  
PROJECT START  
6322  
AS NOTED  
EXHAUSTER AD / NA  
PROJECT END  
SITE PLAN

AS1.01