

Prepared by and return to:

Steven D. Rubin
980 N. Federal Highway, Suite 440
Boca Raton, FL 33432
(561) 391-7992
File Number: **City of Delray**
Will Call No.:

[Space Above This Line For Recording Data]

Quitclaim Deed

This Quitclaim Deed made this _____ day of _____, 2025 between **City of Delray Beach, a Florida Municipal Corporation** whose post office address is **c/o City Attorney, City of Delray Beach, 100 N.W. 1st Avenue, Delray Beach, FL 33444**, grantor, and **American Legion Post No. 188, Inc., a Florida Not for Profit Corporation, a/k/a SHERMAN WILLIAMS AMERICAN LEGION POST 188**, whose post office address is **196 NW 8th Avenue, Delray Beach, FL 33444**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto the grantee, and grantee's heirs and assigns, forever, subject to the grantor's right of reverter that is described in this Quitclaim Deed, all right, title, interest, claim, and demand which the grantor has in and to the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

Lots 23 and 24, Block B, West Side Heights, according to the Plat thereof, recorded in Plat Book 13, Page 61, of the Public Records of Palm Beach County, Florida (the "Property");
a/k/a 196 NW 8th Avenue, Delray Beach, Florida 33444

Subject To: Easements, restrictions, conditions, matters, and covenants of record, and taxes for the year 2025, and all subsequent years.

Notwithstanding anything to the contrary in this Quitclaim Deed, this conveyance has express conditions subsequent, to wit:

1. That if any condition or obligation imposed on grantee that is set forth in Exhibit "A", which is incorporated by reference herein is violated, time being of the essence, the estate hereby granted to the grantee shall automatically and immediately terminate, and all right, lien, equity, claim, title and interest in and to the Property, including without limitation, any and all improvements and fixtures existing thereon as of the date of this Quitclaim Deed, and all improvements installed, placed, located, or constructed on the Property thereafter, shall thereupon revert to the grantor, its successors, heirs, administrators, executors, and assigns. Immediately upon the reversion, grantor shall have the right of entry and shall take full possession of, as well as title to, the Property and all improvements located thereon and all improvements installed, placed, located, or constructed on the Property thereafter. Evidence of such reversion and that title has reverted to grantor shall be by instrument acknowledged by grantor and recorded in the Public Records of Palm Beach County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien, equity and claim whatsoever of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, subject to the grantor's right of reverter that is described in this Quitclaim Deed.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

City of Delray Beach, a Florida Municipal Corporation

Witness

Printed Name:_____

P.O. Address:_____

By_____

_____, Mayor

Witness

Printed Name:_____

P.O. Address:_____

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, Mayor, City of Delray Beach, a Florida Municipal corporation, who ☐ is personally known or ☐ has produced a driver's license as identification.

[Seal]

Notary Public

Print Name: _____

My Commission Expires: _____

GRANTEE'S ACCEPTANCE OF COVENYANCE SUBJECT TO RIGHT OF REVERTER

The Grantee, American Legion Post #188, Inc., a Florida Not For Profit Corporation, and its successors and assigns, hereby accepts the conveyance of the Property and acknowledges and agrees to the automatic right of reverter. Grantee further waives any claim that the automatic reverter constitutes a penalty or a forfeiture, and agrees that this conveyance falls under the exception provided in Florida Statutes Section 689.18(5)(1977). Grantee represents and warrants that at all times related to the conveyance and acceptance of conveyance of the Property, Grantee was and is a charitable or non-profit corporation or association. Grantee also acknowledges and agrees:

A. That these reverter conditions shall not constitute a waiver of any portion of the City of Delray Beach, a Florida Municipal Corporation's Code of Ordinances, Land Development Regulations, or any other applicable law, code, or regulation, and that the Grantee shall comply with all applicable statutes, codes, regulations, and ordinances that apply to the Grantee's performance of its obligations pursuant to this Lease;

B. To the extent approval or permission must be obtained from the City of Delray Beach, a Florida Municipal Corporation (hereinafter the "City" or "City of Delray Beach"), such approval or permission shall be granted or denied in accordance with applicable governmental regulations, rules, laws, and ordinances, and no person shall have any vested rights;

C. The City has not waived its sovereign immunity and the limits of tort liability set forth in F. S. §768.28(5), as may be amended from time to time. Moreover, the City desires to enter into this conveyance transaction only if in so doing the City can place a limit on the City liability for any cause of action for money damages due to an alleged breach by the City relating to the conveyance of the Property or enforcement of the reverter right in favor of the City, so that its liability for any such breach never exceeds the sum of \$10,000. Grantee hereby expresses its willingness to accept this Deed to the Property with a \$10,000 limitation on recovery for any damage action for breach of contract. Accordingly, Grantee hereby agrees that the City shall not be liable to Grantee for damages in an amount in excess of \$10,000 for any action for breach of contract arising out of the City's performance or non-performance relating to the enforcement of the reverter conditions or the conveyance of the Property to Grantee. The foregoing provisions shall not preclude an action by Grantee for specific performance. Nothing contained in this subparagraph or elsewhere in this Deed is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28;

D. Any action by City shall be without prejudice to, and shall not constitute a limit or impairment or waiver of, or otherwise affect the City's right to exercise its discretion in connection with its governmental or quasi-governmental functions; and

E. This Deed does not constitute a construction permit or authorization to commence development or construction

In Witness Whereof, grantee has hereunto set grantee's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

American Legion Post #188, Inc., a Florida Not For Profit
Corporation a/k/a SHERMAN WILLIAMS AMERICAN
LEGION POST 188

Witness
Printed Name: _____
P.O. Address: _____

By _____
_____, President

Witness
Printed Name: _____
P.O. Address: _____

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this ____ day of _____, 2025, by _____, President, American Legion Post #188, Inc., a Florida Not For Profit Corporation a/k/a SHERMAN WILLIAMS AMERICAN LEGION POST 188, who [] is personally known or [] has produced a driver's license as identification.

[Seal]

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT "A"
REVERTER CONDITIONS

1. Commencing when a certificate of completion for all improvements or certificate of occupancy is issued by the City for the use and occupancy of the Property, or July 1, 2028, whichever occurs first, and continuing without interruption thereafter (except for force majeure), Grantee shall use and occupy the Property for the non-profit purpose of a meeting hall for the American Legion Post 188, and may use and occupy the Property for attendant community activities (hereinafter collectively referred to as the "Permitted Use"), and for no other use or purpose. Grantee shall keep the Property open year-round and to the public at least 5 days a week, and hours of operation shall be at least from 9:00 am to 6:00 pm. The number of days per week and the number of hours of operation may be reduced only upon advance written approval of the City Manager or his or her designee. For purposes of this reverter condition, "attendant community activities" must be approved in writing in advance by the City Manager or his or her designee, and are limited to community activities consistent with the American Legion's historical use of the Property for the occasional use of the Property by non-profit organizations, social gatherings by members and family members of the American Legion and/or members of the community for special events, such as gatherings for graduations, funerals, weddings, baby showers, birthdays, community service events, and gatherings for fund-raising;

2. Grantee represents that Grantee is a tax-exempt organization pursuant to the provisions of Section 501(c) of the Internal Revenue Code, Grantee shall maintain its tax exempt status throughout its ownership of the Property, and every owner of the Property shall be a not for profit tax-exempt organization pursuant to the provisions of Section 501(c) of the Internal Revenue Code;

3. Grantee shall pay when due, and without requiring any notice from City, all taxes, assessments of any type or nature and other charges, levied or assessed against the Property; and

4. Grantee shall pay and discharge any claim, mortgage, lien or encumbrance against the Property before a default or delinquency.