

Prepared by and  
Return to:

Noel M. Pfeffer, Esquire, City Attorney  
City of Delray Beach, Florida  
200 NW 1<sup>st</sup> Avenue  
Delray Beach, FL 33444

## **WORKFORCE HOUSING COVENANT**

THIS WORKFORCE HOUSING COVENANT (the "Covenant") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 201~~5~~<sup>6</sup>, by and among the **CITY OF DELRAY BEACH**, a Florida Municipal Corporation, (referred to herein as "City"), **THE METROPOLITAN AT DELRAY, LLC**, a Florida limited liability company (referred to herein as "Developer", which term shall include any successor to Developer as owner of the entire Development), and, the Delray Beach Community Land Trust, a Florida not-for-profit corporation (referred to herein as "DBCLT").

### **RECITALS**

A. City has implemented Affordability Controls as set forth in Article 4.7 of the Delray Beach Land Development Regulations ("**Regulations**" or "**LDR**") by establishing a Family/Work Force Housing Program for the City (hereinafter referred to as the "Affordable Housing Program"). Article 4.7 of the Regulations grants to Developer certain density bonus units (additional market rate Units) beyond the base number allowed per existing Regulations, after performance standards have been met.

B. Developer was required to be part of the Affordable Housing Program with respect to that certain real property which is owned by the Developer and is located in the Central Business District – Commercial Core zoning district in Delray Beach, Florida, on which real property the Developer proposes to build a mixed use/residential project commonly referred to as the Metropolitan ("**Metropolitan**") and more particularly described in **Exhibit "A"** which is attached hereto and incorporated by reference herein (the "**Real Property**"). Developer has agreed to provide Workforce Housing Units which comply with the Affordable Housing Program by constructing five (5) Workforce Housing Units, each consisting of a single family residence having at least 3 bedrooms and two (2) baths ("Workforce Housing Units") to be constructed on five (5) lots owned by the DBCLT which lots are more particularly described on **Exhibit "B"** attached hereto and incorporated herein ("**Affordable Housing Lots**").

C. Pursuant to the City's Affordable Housing Program, LDR Section 4.4.13(I)(1), residential development in the Central Business District – Commercial Core zoning district above thirty (30) dwelling units per acre must include a minimum of Twenty Percent (20%) of the residential units above (30) dwelling units per acre as Workforce Housing Units divided between Low Income Households to Moderate Income Households, at rental rates which do not exceed a certain percentage of the Florida

Housing Finance Corporation rent limits for the area. Accordingly, based on the agreement made between the Developer and City at the City Commission meeting of April 21, 2015, and as a requirement for the conditional use approval for height and density for the Metropolitan residential housing project, Developer agrees that it shall be obligated to construct the Workforce Housing Units in accordance with the terms of this Covenant. Each Workforce Housing Unit shall have a minimum of three (3) bedrooms and two (2) bathrooms and shall be constructed on the Affordable Housing Lots. City acknowledges that after construction of the five (5) Workforce Housing Units on the Affordable Housing Lots and the issuance of final certificates of occupancy for all Workforce Housing Units, Developer shall have complied with the Affordable Housing Program requirements and all LDR requirements related thereto.

D. Developer further agrees and acknowledges that a requirement and condition precedent for the issuance of a certificate of occupancy by the City for any residential dwelling unit that may be offered for either sale or rent at the Metropolitan shall be that all five (5) Workforce Housing Units required by this Covenant are substantially complete. The City shall determine, in its reasonable discretion, substantial completion.

E. This Covenant is to be recorded against the Real Property and Affordable Housing Lots in the Public Records of Palm Beach County, Florida.

F. This Covenant shall apply and be enforceable against Developer, DBCLT and all current and future Owners, as applicable, during the term of this Covenant and shall restrict the sale, resale, rental and use of the Workforce Housing Units as provided herein.

NOW, THEREFORE, City and Developer hereby agree as follows:

## **I. DEFINITIONS**

The following terms not otherwise defined herein shall have the meanings set forth below for purposes of this Covenant, and if a term is defined in the Regulations, the Regulations shall control:

1.1. **Adjusted Median Income (A.M.I.)** – The Palm Beach County median income, based on a family of four, as published by Florida Housing Finance Agency.

1.2. **Affordability Controls** – Restrictions placed on Units by which the rent of such Units and/or the income of the purchaser or lessee will be restricted in order to ensure that the Units remain affordable to those households which qualify as Low Income Households to Moderate Income Households.

1.3. **City** – The City of Delray Beach, Florida.

1.4. **CRA** – The Delray Beach Community Redevelopment Agency

1.5. **Development** – The mixed use/residential development known as The Metropolitan located at the Real Property for which approvals of density bonus units have been granted by the City to the Developer.

1.6. **Eligible Occupant** – A household who is income eligible to rent or own a Workforce Housing Unit. Priority will be given to persons who have lived or worked within the municipal limits of the City continually for the one (1) year period immediately prior to the date of application for a Workforce Housing Unit by an Eligible Occupant.

1.7. **First Time Home Buyer** – A person who has not held ownership in a residence within the past three (3) years.

1.8. **HUD** - The United States Department of Housing and Urban Development.

1.9. **Household** – A single person living alone, or two (2) or more persons sharing residency, with a combined income available to cover household expenses.

1.10. **Low Income Household(s)** – A Household with a gross, combined income between 61% and 80% of the Palm Beach County Adjusted Median Income (as defined by the Florida Housing Finance Corporation) as published more specifically in the “Income Limits Florida Housing Finance Corporation CWHIP Homeownership Program” table for West Palm Beach – Boca Raton HMFA (Palm Beach) area.

1.11. **Moderate Income Household(s)**– A Household with a gross, combined income between 81% and 120% of the Palm Beach County Adjusted Median Income (as defined by the Florida Housing Finance Corporation) as published more specifically in the “Income Limits Florida Housing Finance Corporation CWHIP Homeownership Program” table for West Palm Beach – Boca Raton HMFA (Palm Beach) area.

1.12. **Purchase Price or Sales Price** -All consideration paid for the Transfer of a Workforce Housing Unit either at or outside of closing, but shall not include any proration amounts, taxes, costs and expenses of obtaining financing, the fair market value of furnishings or personal property, lender fees, title insurance fees, closing costs, inspection fees, or other normal and customary costs related to the purchase of property but not paid directly to the seller.

1.13. **Transfer** -Any sale, assignment or transfer, voluntary or involuntary, or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee’s sale, deed in lieu of foreclosure, or otherwise) of any interest in a Workforce Housing Unit, including but not limited to, a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest (except for an affordable housing unit lease as permitted by this Covenant), or any interest evidenced by a land contract by which

possession of such Unit is transferred while the existing Workforce House Unit owner retains title.

1.14. **Unit Owner** -The ground lessee or record title owner (other than the DBCLT) at any time of a Workforce Housing Unit.

1.15. **Workforce Housing Unit(s) or Workforce Unit(s)** – A single family dwelling located on an Affordable Housing Lot, as more particularly described in Recital “B” above.

### **III. FUTURE SALE OF WORKFORCE HOUSING UNITS**

3.1. All Workforce Housing Units offered for sale pursuant to this Covenant shall be sold as Workforce Housing Units and shall include a reference to this Covenant. All sales contracts shall state that the Workforce Housing Unit is part of the Affordable Housing Program and subject to this Covenant. DBCLT shall notify the City in writing within five (5) days after DBCLT’s acceptance of a contract for sale and purchase and shall include in the notice a true and correct copy of the contract.

3.2. All purchasers of Workforce Housing Units shall qualify as a Low Income Household or a Moderate Income Household and must be a First Time Home Buyer.

3.3. Owners of Workforce Housing Units shall be required to occupy the Workforce Housing Unit. If, during ownership, the Owner is unable to continuously occupy the Workforce Housing Unit due to illness or incapacity, based upon evidence and application made to the City, City may in its discretion, excuse compliance with this requirement.

3.4. Closing costs and title insurance shall be paid pursuant to the custom and practice in Palm Beach County at the time of closing. No charges or fees shall be imposed by the seller on the purchaser of a Workforce Housing Unit which are in addition to or more than charges imposed upon purchasers of market rate units, except for administrative fees charged by the City, the DBCLT, or their respective designee.

3.4.1. The maximum sale price of a Workforce Housing Unit shall be established by the DBCLT based upon a formula approved by the DBCLT board.

3.5. No Workforce Housing Units shall be offered for sale to the general public until all requirements of this Covenant are met. Each purchaser shall be an Eligible Occupant.

3.6. Except as expressly permitted by this Covenant, no Workforce Housing Unit may be transferred.

3.7. Not less than ten (10) business days prior to the closing on any Workforce Housing Unit sale or resale, the City shall be notified of the sale or resale of the

Workforce Housing Unit and the City shall be provided with a true and correct copy of the proposed contract. Owners of a Workforce Housing Unit, shall deliver written notice of the intent to sell to the City, and shall provide to the City all information which is necessary for the City to determine that the proposed sale complies with the terms, restrictions, and conditions contained in this Covenant. The information shall be provided to the City on City approved forms and shall be executed under oath by the proposed transferor or transferee, as applicable. The City shall have ten (10) business days after the receipt of the written notice to determine and notify the Workforce Housing Unit Owner whether the proposed transfer is in compliance with the terms, conditions, and restrictions contained in this Covenant. If it is not, the proposed transfer shall not be made and any such transfer not in compliance with this Covenant shall be deemed null and void. If the City does not timely deliver written notice to the Workforce Housing Unit Owner that the proposed contract is not in compliance, such contract shall be deemed approved by the City. City shall have the right to waive this notice requirement at its sole discretion as circumstances may warrant to facilitate the sale of Workforce Housing Units. Each contract for sale and purchase of a Workforce Housing Unit shall contain a clause which subjects the proposed transfer to the prior review of the City.

#### **IV. ADDITIONAL RESTRICTIONS**

4.1. The construction schedule for the Workforce Housing Units shall be consistent with or precede the construction of market rate units at the Metropolitan and shall be subject to Recital D above.

4.2. Resale Restrictions of Workforce Housing Units. To maintain the availability of Workforce Housing Units which are constructed, the following resale and/or rental conditions are imposed on the Workforce Housing Units and the same shall also be included in each deed:

- a. All Workforce Housing Units shall remain affordable for a period of no less than forty (40) years from the date of recording of this Covenant in the Public Records of Palm Beach County, Florida.
- b. All Workforce Housing Units must be rented or sold to Eligible Occupants except as otherwise provided by this Covenant.
- c. The maximum sales price of a Workforce Housing Unit shall be established by a formula approved by the DBCLT board.
- d. Transfers of title under the following circumstances shall be allowed, and are not subject to the restrictions included in this Covenant:



- i. Transfers by inheritance to the Unit Owner's surviving spouse, qualified domestic partner, or lineal descendants, or;
- ii. Transfers of title to a spouse as part of a divorce decree, or to a qualified domestic partner as part of a court approved property settlement agreement; or
- iii. Acquisition of title or interest therein by an existing Unit Owner's spouse if it is in conjunction with marriage of the Unit Owner and his/her spouse, or by an existing Unit Owner's qualified domestic partner.

4.3. No resale of a Workforce Housing Unit is permitted until the requirements of this Covenant are met.

4.4. Household income is determined by the cumulative income of all tenants or purchasers intended to occupy a single Workforce Housing Unit.

4.5. The maximum permitted resale price of a Workforce Housing Unit may not exceed the resale price as determined by the Resale Formula contained in the applicable DBCLT ground lease for the Workforce Housing Unit.

4.6. Nothing contained in this Covenant shall require a Household qualified to occupy a Workforce Unit to vacate a rental Workforce Housing Unit or to sell a Workforce Housing Unit if the tenant(s) or purchaser(s) income respectively, later exceeds AMI, provided such Household initially qualified for such lease or purchase.

4.7. The forms of the lease, contract for sale or deed for the rental or sale of a Workforce Housing Unit, respectively, shall be approved in advance for compliance with this Covenant by the City Attorney, which approval shall not be unreasonably withheld.

## **V. DURATION AND AMENDMENT**

5.1. For both sale and rental of Workforce Housing Units, this Covenant shall remain in effect for not less than (40) years from the date of recording of this Covenant in the Public Records of Palm Beach County, Florida. This Covenant shall apply to any replacement structure or structures constructed if a Workforce Housing Unit is demolished or destroyed, provided that if demolition or destruction of a Workforce Housing Units occurs thirty-five (35) years after recording of this Covenant and demolition or destruction was unintentional, this Covenant with respect to the Workforce Housing Unit shall terminate on demolition or destruction.

5.2. Covenant Running With Land. Until this Covenant is released and terminated as to the Real Property (as evidenced by the recordation of the Termination and Release Agreement [as hereinafter defined]) pursuant to Section 5.4 hereof, the terms of this Covenant constitute covenants running with the Real Property. The terms of this Covenant constitutes covenants running with the Affordable Housing Lots and each designated Workforce Housing Unit. This Covenant shall bind, and the benefit hereof shall inure to, Developer, the Workforce Housing Unit Owners, DBCLT, and the City, and any heirs, legal representatives, executors, successors and assignees thereof. The Workforce Housing Units shall be held, conveyed, hypothecated, encumbered, leased, rented and occupied subject to the covenants, restrictions and limitation set forth herein, which are intended to constitute both equitable servitudes and covenants running with the Affordable Housing Lots. Any lessee, buyer, or transferee of a Workforce Housing Unit or any portion thereof, by acceptance of a lease or a deed therefor, or by the signing a lease or of a contract to purchase the same, shall, by acceptance of such lease or deed or by the signing of such contract or agreement, be deemed to have consented to and accepted the covenants, conditions, restrictions and limitations set forth herein, whether or not there is any express reference to this Covenant in such lease, deed or contract.

5.3. Amendment. This Covenant may be amended at any time by a recorded document executed and acknowledged by the respective Workforce Housing Unit Owner, DBCLT and the City. An amendment may be effective as to some but not all of the Workforce Housing Units, in which event it need only be approved by the Workforce Housing Unit Owner(s) of the Workforce Housing Unit(s) so affected.

5.4. Release of Developer and Real Property. The City and Developer agree that the Developer's obligations pursuant to this Covenant shall be deemed satisfied upon the City's issuance of final certificates of occupancy for all five (5) Workforce Housing Units. Accordingly, within ten (10) business days of the date ("Release Date") the Developer provides the City Attorney with notice and evidence of the issuance of final certificates of occupancy for the five (5) Workforce Housing Units, the City, acting through its City Manager, shall execute and return to the Developer for recordation, a Termination and Release Agreement in the form attached hereto as **Exhibit "C"** ("Termination and Release Agreement").

## **VI. ENFORCEMENT**

6.1. Right to Enforce. The City reserves, and Developer, DBCLT, all proposed lessees, buyers and the owners of Workforce Housing Units are deemed to have granted the City, the right to review and enforce compliance with all provisions of this Covenant, as further set forth in this Article VI.

(a) Except in the case of a default of this Covenant which constitutes an incurable default or involves the health, safety and welfare of owners of Workforce Housing Units, or in the case of an emergency (in which event no notice and opportunity to cure are required), the City shall give the Developer (if default is by the Developer), or the tenant or owner of a Workforce Housing Unit (if default is by the tenant or Unit

Owner, respectively) with a copy sent to the DBCLT, fifteen (15) days written notice of such default, which notice shall state the nature of the default. If the default is not cured to the satisfaction of the City within fifteen (15) days from the giving of such notice, or immediately when no notice and opportunity to cure is required, the City may pursue any or all remedies available to it, as set forth in Section 6.1(c) below.

(b) The City hereby reserves the right to enforce this Covenant by pursuing any and all remedies provided by law or in equity. The City's remedies shall include, by way of example and not limitation, the right to specific performance of this Covenant, the right to a mandatory injunction requiring the sale or lease of a Workforce Housing Unit in conformance with this Covenant, the right to cancel and declare void the sale, deed, contract or lease, the right to remove occupants, and damages and injunctive relief for breach of this Covenant. All of the remedies available to the City shall be cumulative, and the City's election to pursue any remedy shall not preclude the City for then or later pursuing any one or more other remedies.

(c) In the event a party resorts to litigation with respect to any default under this Covenant, the prevailing party shall be entitled to recover its damages and costs, including expert witness fees from the party at fault. Developer shall not be liable for any default that was due to misrepresentation or other wrongful act of an occupant or for any matter related hereto from and after the Release Date. The party in default hereunder shall be responsible for the costs required to enforce the provisions of this Covenant. Venue for any action for breach of, or to enforce, this Covenant shall be in Palm Beach County, Florida.

(d) In the event any Workforce Housing Unit is transferred or leased in a manner that is not in full compliance with the provisions of this Covenant, such transfer or lease shall be wholly null and void and shall confer no title or rights whatsoever upon the purported transferee or lessee.

6.2. Priority of Covenant. This Covenant shall be of equal dignity to, and shall not be subordinated to, any lien or encumbrance, including without limitation, any institutional lender, and shall survive and not be extinguished by the foreclosure or deed-in-lieu of foreclosure regarding any such liens or encumbrances. This includes, but is not limited to, judgment liens, assessment liens, tax liens, construction liens and mortgage liens.

## **VI. MISCELLANEOUS**

7.1. No Third Party Beneficiaries. There are no intended third party beneficiaries of this Covenant, and no party other than the City shall have standing to bring an action for, breach of, or to enforce, the provisions of this Covenant.

7.2. Notices. Notices to any person or entity shall be given in writing and delivered in person or mailed, by certified or registered prepaid U. S. Mail, return receipt



requested, to the person's or entity's representative set forth below (as may be changed by notice from time to time) at the address set forth below:

Notices to the City shall be sent to:

City of Delray Beach  
100 N. W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attention: City Manager

With a copy to:

City Attorney  
City of Delray Beach  
200 N. W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444

Notices to the Developer shall be sent to:

THE METROPOLITAN AT DELRAY, LLC,  
a Florida limited liability company  
c/o Michael Morton  
1001 Yamato Road, Ste. 307  
Boca Raton, FL 33431  
Telephone No.: 561-496-0115  
Email: [mikon5827@aol.com](mailto:mikon5827@aol.com)

Notices to the Delray Beach Community Land Trust, Inc. shall be sent to:

Delray Beach Community Land Trust, Inc.  
145 S.W. 12 Ave.  
Delray Beach, Florida 33444

Notices to a tenant or owner of a Workforce Housing Unit may be given in like manner addressed to the applicable Workforce Housing Unit. Such notice shall be deemed given when hand delivered or when deposited, postage prepaid, in the United States mail.

7.3. Severability. If any provision of this Covenant shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall survive and their validity, legality and enforceability shall not in any way be affected or impaired thereby, and the court may, but shall not be required to, fashion a substitute for the provision held to be invalid or unenforceable.

7.4. Headings. The headings of the sections in this Covenant are for convenience only and shall not be used to interpret the meaning of any provision hereof.

7.5. Homestead Waiver. This Covenant is prior and superior to each owner of a Workforce Housing Unit's right to a homestead exemption. Each owner of a Workforce Housing Unit waives that owner's homestead rights to the fullest extent that they conflict or impair the City's rights and remedies under this Covenant.

7.6. No Guarantee. Nothing herein shall be construed or give rise to any implied representation, warranty or guarantee, and the City expressly disclaims, that any owner of a Workforce Housing Unit will be able to resell his or her Workforce Housing Unit for the maximum purchase price or recover the purchase price for such Workforce Housing Unit or release for the maximum rent for such Workforce Housing Unit. Such owner of a Workforce Housing Unit recognizes and accepts that his or her Unit may be less marketable than other Units in the Development and may not sell for as great a purchase price.

7.7. Governmental Functions: Notwithstanding anything to the contrary contained in this Declaration:

- a. Even though the City has certain contractual obligations under this Covenant such obligations shall not relieve any person subject to this Covenant from complying with all applicable governmental regulations, rules, laws, and ordinances;
- b. To the extent approval or permission must be obtained from the City, 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
- d. Any action by City shall be without prejudice to, and shall not constitute a limit on, impairment or waiver of, or otherwise affect City's right to exercise its discretion in connection with its governmental or quasi-governmental functions.

7.8 DEVELOPER AND CITY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT ANY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS COVENANT AND ANY AGREEMENT EXECUTED IN CONJUNCTION HERewith OR THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.

7.9 This Agreement constitutes the entire agreement between City and Developer.

7.10 Recordation. The parties acknowledge and agree that this Covenant shall be recorded in the Public Records of Palm Beach County, Florida, and shall be a covenant running with the Real Property.

7.11 Conflict. To the extent of any conflict between the terms of this Covenant and Section 4.7 of the City's Code of Ordinances in effect as of the date of the execution of this Covenant by the City, this Covenant shall control.

7.12 Venue. This Agreement shall be governed by the laws of the State of Florida. The venue for actions arising out of this Agreement shall be Palm Beach Florida.

Signed, sealed and delivered  
in the presence of:

David W. Schmidt  
David W. Schmidt  
(Name printed or typed)

Jessica Crowe  
Jessica Crowe  
(Name printed or typed)

**DELRAY BEACH COMMUNITY  
LAND TRUST, INC.**

By: [Signature]  
Gary Eliopoulos, President  
(Name Printed and Title)

STATE OF Florida  
COUNTY OF Palm Beach

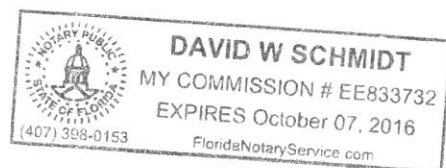
The foregoing instrument was acknowledged before me this 26 day of  
May, 2016 by Gary Eliopoulos as President of  
Delray Beach Community Land Trust, Inc., on behalf of the company,  
who:

(please check one)

☒ is (are) personally known to me OR  
☐ has (have) produced \_\_\_\_\_ as identification.

My Commission Expires:

David W. Schmidt  
Notary Public



Signed, sealed and delivered  
in the presence of:

Shawn Butters  
(Name printed or typed)

Howard Weiss  
(Name printed or typed)

**THE METROPOLITAN  
AT DELRAY, LLC**

By: Bradley Morton, Manager  
(Name Printed and Title)

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of May, 2016 by Bradley Morton as manager of The Metropolitan at Delray LLC, on behalf of the company, who:

(please check one)

☐ is (are) personally known to me OR  
☒ has (have) produced FL Driver's License as identification.

My Commission Expires:

Michelle M. Artz  
Notary Public



CITY OF DELRAY BEACH, a  
Florida Municipal Corporation

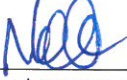
ATTEST:

**CITY OF DELRAY BEACH, FLORIDA**

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Cary Glickstein, Mayor

Approved as to legal form  
and sufficiency:

  
\_\_\_\_\_  
City Attorney

Witness

\_\_\_\_\_  
Print name of Witness  
\_\_\_\_\_

Witness

\_\_\_\_\_  
Print name of Witness  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_ 2016, by Cary Glickstein, Mayor, City of Delray Beach, Florida who:  
(please check one)  
\_\_\_\_\_ is (are) personally known to me OR  
\_\_\_\_\_ has (have) produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public



**EXHIBIT "A"**

Lots 20 through 33, inclusive, Block 93, of RE-SUBDIVISION OF BLOCK 93, CITY OF DELRAY, according to the Plat thereof, as recorded in Plat Book 10, Page 53, of the Public Records of Palm Beach County, Florida.

## **EXHIBIT "B"**

### 111 NW 12<sup>th</sup> Avenue

Commencing 100 feet North from the Southwest corner of the South half of the North half of Lot 6, Section 17, Township 46 South, Range 43 East, for a point of beginning; thence East 150 feet; thence North 50 feet; thence West 150 feet; thence South 50 feet to the point of beginning; being a lot 50 x 150 feet in the South half of the Northwest quarter (or South half of the North half of Lot 6) in Section 17, Township 46 South, Range 43 East, Palm Beach County, Florida, LESS the West 25 feet of said parcel, which was conveyed to the City of Delray Beach, Florida, for right-of-way for public highway purposes by Quit-Claim Deed recorded in O.R. Book 913, Page 473 and O.R. Book 913, Page 474.

Also described as the North 50 feet of the South 150 feet of the East 125 feet of the West 150 feet of the South one half of the North one half of Lot 6, according to the Plat or Map Showing Subdivisions of Portions of Townships 45 and 46 South, Range 43 East, as recorded in Plat Book 1, page 4, Public Records of Palm Beach County, Florida.

### 200 NW 5<sup>th</sup> Avenue

Lot 1, Delray Beach CRA's NW 5<sup>th</sup> Avenue Plat, according to the Plat thereof, as recorded in Plat Book 116. Page 38, Public Records of Palm Beach County, Florida

### 706 SW 2<sup>nd</sup> Street

Lot 2, CARVER SQUARE, according to the Plat thereof, as recorded in Plat Book 24, Page 11, of the Public Records of Palm Beach County, Florida.

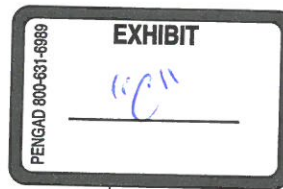
### 710 SW 2<sup>nd</sup> Street

Lot 3, CARVER SQUARE, according to the Plat thereof, as recorded in Plat Book 24, Page 11, of the Public Records of Palm Beach County, Florida.

### 309 SW 5<sup>th</sup> Avenue

Lot 34, Block 32, Replat of Block 32 – Delray, according to the plat thereof as recorded in Plat Book 6, Page(s) 97, Public Records of Palm Beach County, Florida.

PREPARED BY AND RETURN TO:  
Shawn Butters, Esq.  
Weiss, Handler & Cornwell, P.A.  
2255 Glades Road, Suite 218-A  
Boca Raton, FL 33432  
(561) 997-9995



PROJECT: The Metropolitan

### **PARTIAL TERMINATION AND RELEASE AGREEMENT**

This Partial Termination and Release Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 201\_\_, by and between THE METROPOLITAN AT DELRAY, LLC, a Florida limited liability company ("Developer") and The City of Delray Beach Florida, a Florida municipal corporation ("City").

#### **RECITALS**

- A. Developer, the City and the Delray Beach Community Land Trust, a Florida corporation not-for-profit ("DBCLT") entered into that certain Workforce Housing Covenant ("WFH Covenant") recorded in Official Records Book \_\_\_\_, Page \_\_\_\_, of the Public Records of Palm Beach County, Florida.
- B. The WFH Covenant encumbers, inter alia, the property commonly referred to as the Metropolitan, a mixed use residential project located on the property described on Exhibit "A" attached hereto ("Real Property").
- C. Developer is the current fee simple Owner of the Real Property.
- D. The City has determined that all of the Developer's obligations under the WFH Covenant have been satisfied.
- E. Developer and the City want to terminate the WFH Covenant solely as to the Real Property and the Developer obligations and release the Real Property and the Developer from all of the terms, covenants and conditions thereof.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the City hereby agree as follows:

1. The above recitals are true and correct and are hereby incorporated herein by this reference.

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2. The WFH Covenant is hereby terminated as to the Developer obligations pursuant to the Covenant and the Real Property and is of no further force or effect with respect to the Developer and the Real Property.
  3. The Real Property and the Developer are hereby released and discharged from the WFH Covenant and all the terms, covenants and conditions thereof.
  4. Except as modified and terminated by this Agreement the WFH Covenant shall remain in full force and effect.
  5. This Partial Termination and Release Agreement shall run with the land and shall be binding on and inure to the benefit of the parties hereto and their respective heirs, transferees, successors or assigns.
  6. This Partial Termination and Release of the Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have executed this Termination and Release Agreement as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

DEVELOPER:

THE METROPOLITAN OF DELRAY, LLC..  
a Florida limited liability company

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of The Metropolitan at Delray, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY SEAL:

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Print Notary Name

CLERK

By: \_\_\_\_\_  
Deputy Clerk

THE CITY:

City of Delray Beach, a Florida municipal  
corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved As To Form and To Legal Conditions

By: \_\_\_\_\_  
City Attorney

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State  
and County aforesaid to take acknowledgments, personally appeared  
\_\_\_\_\_ and \_\_\_\_\_, the  
\_\_\_\_\_ and \_\_\_\_\_, respectively, of  
\_\_\_\_\_, both of whom acknowledged executing the foregoing  
instrument and both of whom are known to me and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_  
day of \_\_\_\_\_ 2016.

NOTARY SEAL:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Notary Name



My Commission Expires: \_\_\_\_\_

|

**JOINDER AND CONSENT**

THE DELRAY BEACH COMMUNITY LAND TRUST, a Florida not-for-profit corporation here acknowledges and consents to the foregoing Termination and Release Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release Agreement as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

THE DELRAY BEACH COMMUNITY LAND  
TRUST, a Florida not-for-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)ss:

COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of THE DELRAY BEACH COMMUNITY LAND TRUST, a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or produced \_\_\_\_\_ as identification

Witness my hand and Notarial seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary

Printed Name: \_\_\_\_\_

My commission expires:

\_\_\_\_\_

T:\CLIENTS\MORTON, MICHAEL & BRAD-14130-01 (the Metropolitan)  
lobbying\DRAFTS\Termination and Release Of Agreement.doc