

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

PCN: 12-43-46-16-K2-000-2700
Address: 270 East Atlantic Avenue

AGREEMENT FOR IN-LIEU OF PARKING FEE

THIS AGREEMENT ("Agreement") is made as of the ____ 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 1st Avenue, Delray Beach, Florida 33444, and **290 EAST ATLANTIC, LLC**, a Florida limited liability company ("Owner"), whose address is 17 West Las Olas Boulevard, Fort Lauderdale, Florida 33301.

WHEREAS, Owner is the owner of certain real property located at 270 East Atlantic Avenue, Delray Beach, Florida 33444 ("Property"); and

WHEREAS, the Owner submitted a Level 2 Site Plan Modification for the Property, which included an addition to the existing structure and expansion of use ("Project"); and

WHEREAS, the Project included an In-Lieu of Parking Fee Request (File No. 2025-168) seeking relief from the parking requirement for the installation of a walk-in cooler and outdoor seating consisting of 331 square feet; and

WHEREAS, the City's Land Development Regulations ("LDR") requires four (4) parking spaces to accommodate the additional 331 square feet of restaurant use area; and

WHEREAS, the LDR Section 2.4.11(F) provides that the City Commission may approve the payment of a fee to the City in lieu of providing required parking; and

WHEREAS, on June 3, 2025, the City Commission determined that the In-Lieu of Parking Fee Request met the requirements of the LDR; and

WHEREAS, the LDR authorizes the in-lieu parking fee to be paid concurrent with the issuance of a building permit or approval of a Zoning Certificate of Use, or in installments pursuant to an In-Lieu of Parking Fee Agreement; and

WHEREAS, the Parties desire to enter into this Agreement in order to confirm the terms on which the in-lieu parking fee shall be paid.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and conditions contained in this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. The parties hereby represent and warrant that the foregoing recitals are accurate and correct and hereby incorporate them in this Agreement.

2. This Agreement applies to the Property described in Exhibit "A", attached hereto and incorporated herein.

3. The City hereby confirms that, pursuant to Section 2.4.11(F) of the LDR, it has approved the payment of the fees described in this Agreement in lieu of providing four (4) of the required parking spaces for the redevelopment of the Property.

4. Owner shall pay to the City a total in-lieu of parking fee of \$120,000. The total fee shall be paid as follows:

- a) One payment in the amount of **\$60,000.00** to be paid upon execution of this Agreement.
- b) One payment in the amount of **\$30,000.00** to be paid one year from the date of execution of this Agreement.
- c) One payment in the amount of **\$30,000.00** to be paid two years from the date of execution of Agreement.
- d) Payments shall be made to:

Finance Department
City of Delray Beach
100 N.W. First Avenue
Delray Beach, FL 33444

5. In the event Owner fails to make a payment by the date required, the City shall provide written notice by certified mail, return receipt requested to 290 EAST ATLANTIC, LLC, 17 West Las Olas Boulevard, Fort Lauderdale, Florida 33301, or at such other address as may be designated by Owner by written notice to the City. The City's notice shall request that Owner make the past due payment no later than thirty (30) days from the date the notice is received. Failure of Owner to remit payment within this thirty (30) day period shall be deemed a breach of this Agreement. The City shall thereby be entitled to accelerate the remaining

payments, demand payment in full, and file suit in a court of law seeking all payments due, interest, costs, and attorneys' fees.

6. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefits of, and be enforceable by, the parties to this Agreement and their respective successors, legal representatives, and assigns.

7. This Agreement shall constitute the entire agreement of the parties with respect to the subject matter of this Agreement. 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 may not be amended, modified, altered, or changed in any respect, except by a further agreement in writing duly executed by each of the parties to this Agreement.

9. This Agreement is not valid unless signed by the City Attorney, City Manager and City Clerk.

10. The Owner shall record this Agreement in the Public Records for Palm Beach County, Florida.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their behalf as of the dates set forth above.

WITNESS #1

Lauren Fichera
Signature

Printed or Typed Name

2234 N. Federal Hwy
#5110 Boca Raton FL 33431
Address

OWNER

By: Clinton Peery

Name: Clinton Peery

Title: AUTHORIZED AGENT

for

Company: 290 EAST ATLANTIC, LLC

Date: 5/22/25

WITNESS #2:

Donna Peery
Signature

Printed or Typed Name

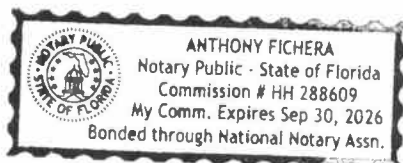
2234 N. Federal Hwy
#5110 Boca Raton FL 33431
Address

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of May, 2025, by Clinton Peery 290 EAST ATLANTIC, LLC (name of person), as AUTHORIZED AGENT (type of authority) for 290 EAST ATLANTIC, LLC (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification

Type of Identification Produced _____



Notary Public - State of Florida

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

By: _____
Alexis Givings, City Clerk

By: _____
Terrence R. Moore, ICMA-CM

Approved as to Form:

By: _____
Lynn Gelin, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION OF REAL PROPERTY

TRACT "B" OF AVENUE EAST PLAT, PLAT BOOK 107, PAGE 11, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PCN: 12-43-46-16-K2-000-2700

----- 290 EAST ATLANTIC, LLC -----

June 27th, 2023

City of Delray Beach Building Department

RE: Letter of Authorization – 270 East Atlantic Avenue, Delray Beach

To Whom It May Concern:

We submit this as our letter of Authorization for the tenant Roka Hula 2 LLC d/b/a Roka Hula to contract work to be performed on real property located at the above referenced address.

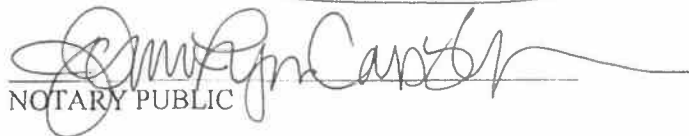
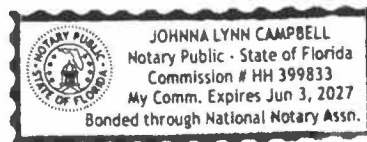
Should you have any questions, please call David Haag at (561) 241-0285.

Sincerely



Timothy Petrillo
Manager
290 East Atlantic LLC

The foregoing instrument was acknowledged before me this 27 day of June 2023 by Timothy Petrillo. The signatory is personally known to me.


NOTARY PUBLIC

290 EAST ATLANTIC, LLC

c/o Haag Management Inc - 2295 NW Corporate Blvd., Suite 138, Boca Raton, FL 33431 - (561) 241-0285