

PARKING SPACE AGREEMENT AND COVENANT

THIS PARKING SPACE AGREEMENT AND COVENANT (the “Agreement”) is made and entered into effective as of this _ day of _ , 2019, by and between CDR Delray FEC, LLC, a Florida limited liability company (hereinafter referred to as “CDR”), with its principal office located at 2665 S. Bayshore Drive, Suite 605B, Miami, Florida 33133 and the City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as “City”), with offices located at 100 N.W. 1st Avenue, Delray Beach, Florida 33444.

RECITALS:

A. CDR is the lessee under that certain Real Estate Lease with FEC ROW, LLC, a Delaware limited liability company (the “FEC”) dated December 12, 2017 (the “FEC Lease”), with respect to certain real property described on Exhibit “A” hereto (the “FEC Real Property”), and CDR represents and warrants that it is the fee simple owner of the real property where the OG Restaurant and Bar is located, which is more fully described as : 166 SE 2nd Avenue, Delray Beach, FL 33444 (hereinafter referred to as the “OG Property”). CDR presently has a conditional use conversion application pending (Application No. 2020-024 (“Application”)) with the City to convert the use of the OG Property from Freestanding Bar use to Restaurant use, and one condition which CDR must satisfy before the City can consider approving the Application is for CDR to provide either Twenty-Nine (29) additional off-site parking spaces or pay to the City an in lieu parking fee for Twenty-Nine (29) parking spaces (hereinafter referred to as the “Parking Condition”);and

B. CDR desires to construct and install, at its sole cost and expense, sixty-one (61) parking spaces within the FEC Real Property in accordance with the Conceptual Parking Plan and paving and grading plans attached hereto as Exhibit “B” (the “Project”) and, accordingly, desires to enter into this Agreement with City to satisfy the Parking Condition by providing Twenty-Nine (29) off-site parking spaces instead of paying the City an in lieu parking fee (to satisfy the Parking Condition), and thirty-two additional parking spaces for use of the general public; and

C. CDR desires to enter into this Agreement with the City with respect to the Project, management, and enforcement of the parking spaces, all in accordance with the terms and conditions of this Agreement and for CDR to comply with Article 4.6 of the City’s Land Development Regulations with respect to satisfying the Parking Condition; and

D. The Delray Beach City Commission, pursuant to Resolution No. _ adopted _ , 2019 (the “Enabling Resolution”), authorized negotiation and execution of this Agreement with CDR, as being in the best interest of the City; and

E. The City has determined that the Project serves a public purpose in that it will provide needed parking spaces within the City which will improve community activity and enhance the quality of life in the City; and

F. CDR acknowledges that the FEC Lease may be terminated by FEC, and agrees that if, for any reason, within ten (10) years after the first Parking Revenues (as defined below)

have been collected by City, the FEC Lease is terminated, and CDR no longer has the right to use the FEC Real Property to satisfy the Parking Condition, CDR will be required to pay to the City the in lieu parking fee for Twenty-Nine (29) parking spaces to satisfy the Parking Condition not less than ten (10) days prior to the effective date of the FEC Lease termination, failing which, the City's approval of the Application will automatically be revoked, CDR will be in violation of the City's Code and Ordinances, and the City will have the right, without limitation, to prohibit CDR from operating the converted use or any other use of the OG Property which is then not in compliance with the City's Codes and Ordinances.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CDR and the City hereby agree that the foregoing recitals are true and correct and further agree as follows:

- (1) Incorporation by Reference. The recitals set forth in the preamble to this Agreement are incorporated by reference as though set forth in full herein and made a part hereof.
- (2) Definitions. For purposes of this Agreement:
 - (a) "Parking Revenue" shall mean all gross income derived by the City from the sixty-one (61) Parking Spaces constructed on the FEC Real Property as part of the Project plus all parking enforcement fines and penalties related to such parking spaces.
 - (b) "Person" shall mean any individual, general, limited or limited liability partnership, limited liability company, trust, governmental authority or other organization or entity.
 - (c) "Parking Spaces" refers collectively to all sixty-one (61) parking spaces that CDR will construct on the FEC Real Property. "Public Parking Spaces" shall mean the thirty-two additional parking spaces for the use of the general public. "Off Site Parking Spaces" shall mean the Twenty-Nine (29) parking spaces CDR needs to satisfy the Parking Condition.
- (3) Ownership of Real Estate and Improvements. CDR acknowledges and agrees that the FEC, lessor of the FEC Lease, is the holder of an easement on the FEC Real Property and the fee simple owner of the FEC Real Property is Florida East Coast Railway, LLC, a Florida limited liability company ("Railway"), and under the current FEC Lease, the FEC's and Railway's approval is required of this Agreement and prior to construction of any alterations contemplated by the Project to the FEC Real Property, including without limitation the sixty-one Parking Spaces, which may be withheld in the FEC's and Railway's sole discretion. CDR further acknowledges and agrees that (a) pursuant to the current FEC Lease, the FEC may acquire ownership of all or a part of the improvements constituting the Project, including without limitation the sixty-one (61) Parking Spaces, or require that such improvements, in whole or in

part, be removed upon expiration or earlier termination of the FEC Lease; and (b) the terms of the FEC Lease automatically renew for 12-month periods, provided, that, the FEC may terminate the FEC Lease by written notice given thirty (30) days prior to expiration of any 12-month renewal period. At any time, should FEC terminate its lease with CDR, CDR shall be solely responsible for costs to remove the improvements. This Agreement is contingent upon its written approval and the written approval of the Project improvements by FEC and Railway which approval must be obtained on or before the final City public hearing conducted to consider the approval of CDR's use conversion ("Approval Date"). CDR shall be responsible for seeking and obtaining approval from FEC and Railway, at CDR's sole cost and expense. In the event written approval of this Agreement or the Project improvements are not approved by both FEC and Railway on or before the Approval Date, this Agreement, at the option of City, may be canceled by the City by delivering written notice of cancellation to CDR within ten (10) days after the Approval Date. Upon cancellation, this Agreement shall be of no force or effect. CDR acknowledges and agrees that the City may withhold approval of the Application until FEC and Railway approve this Agreement, without prejudice to CDR to satisfy the Parking Condition by means other than this Agreement.

(4) Construction of the Project. CDR hereby covenants and agrees to commence construction of the Project as soon as feasible at its sole cost and expense and in accordance with the Conceptual Parking Plan and the City's Codes and Ordinances, which construction shall include, without limitation, soft costs, permitting, grading, paving, drainage, lighting, sidewalks and adequate safety fencing (in accordance with Section 17 of the FEC Lease) along the entire FEC Real Property. CDR acknowledges and agrees that it may not operate the converted use on the OG Property until construction of the sixty-one (61) Parking Spaces is properly completed in accordance with the City approved Conceptual Parking Plan, including without limitation, all signage. City shall install parking meters within a reasonable time after CDR's completion of construction of the Parking Spaces. The cost and expenses of the Parking Spaces parking meters, the City's installation of the Parking Spaces parking meters, and/or the City automated parking fee collection system for the Parking Spaces in the amount of \$ 7,452.00 shall be paid by CDR ("Parking Meter Costs"). CDR shall pay the Parking Meter Costs to City within ten (10) days after CDR's commencement of construction of the Project. City may withhold or revoke approval of the Project or CDR's application for conversion of use in the event CDR does not timely pay the Parking Meter Costs to City, time being of the essence. All work by CDR pursuant to this Agreement shall be performed in compliance with all applicable governmental rules, laws, ordinances, and building codes, and in a good, workmanlike, non-negligent manner. CDR shall indemnify and hold the City harmless from and against any and all claims, demands, attorney's fees, and liabilities that may arise in connection with or related to CDR's construction of the Parking Spaces.

(5) Parking Revenue and Enforcement. City, at City's expense, shall collect all Parking Revenue and shall have authority to enforce all applicable parking regulations on the FEC Real Property. Parking Revenue shall be distributed as follows:

(a) 100% of the Parking Revenue, less and excepting the reasonable costs of City enforcement of the Parking Spaces which the parties agree is One Thousand Four Hundred and No/100 Dollars (\$1,400.00) per month, and fines and penalties collected by

City related to the enforcement of the City's parking regulations on the FEC Real Property, shall be paid to CDR until CDR is fully reimbursed for the reasonable cost of construction of the sixty-one (61) Parking Spaces, but in no event shall this amount exceed Three Hundred Twenty-Five Thousand and No/100 Dollars (\$325,000) (hereinafter referred to as the "Reimbursed Construction Costs").;

(b) From and after City has paid CDR in full for the Reimbursed Construction Costs from the Parking Revenue collected by the City, City and CDR shall share the Parking Revenue collected by the City in the following manner: The Parking Revenue, less all parking enforcement fines and penalties related to such Parking Spaces, and less the monthly cost of the City's enforcement of the Parking Spaces, is hereinafter referred to as the "Net Parking Revenue". The City shall pay to CDR fifty percent (50%) of the Net Parking Revenue ("CDR's Share"). CDR's Share shall be paid to CDR in arrears on a quarterly basis within thirty (30) days after the end of each quarterly period.. Nothing in this section shall convey any interest in the City's enforcement fees generated from the Parking Spaces to CDR, and further CDR acknowledges that is not entitled to, nor seeks the City's Parking enforcement fees.

Upon completion of the construction of the Parking Spaces by CDR, CDR shall provide an audited accounting of the costs of construction of the Parking Spaces to the City for its review and acceptance.

The City shall provide to CDR a quarterly report in adequate detail of the Parking Revenue derived for the preceding three month periods at the same time the City pays CDR's Share separately identifying parking meter revenues and enforcement revenues.

The City has the authority to continuously enforce its parking regulations related to the sixty-one (61) Parking Spaces on the FEC Real Property during the same times as enforced on Atlantic Avenue, as provided in the City's Codes and Ordinances, or as otherwise agreed to by the parties. Any and all fees, fines, or penalties collected by City from parking enforcement shall exclusively be for the City.

(6) Use of Spaces. CDR shall have the right to use the Twenty-Nine (29) Off Site Parking Spaces to satisfy the Parking Condition, with the balance of the Parking Spaces (thirty - two (32) parking spaces) to be available to the general public. City acknowledges that in the future, CDR may seek other, unrelated development approvals that may require off site parking and if any Parking Spaces are not needed to satisfy the Parking Condition ("Excess Parking Spaces"), CDR may request the City to consider whether any of the Excess Parking Spaces can be used to satisfy any off-site parking requirements of the City's Codes and Ordinances. City has no obligation to grant CDR's request by CDR to use any Excess Parking Spaces for such unrelated development approvals, and at minimum, approval by City is contingent upon CDR's compliance with all applicable City Codes and Ordinances which may relate to CDR's request. CDR's use of the Parking Spaces shall at all times comply with the applicable provisions of the City's Codes and Ordinances.

(7) Maintenance. CDR, at its sole cost and expense, shall cause any and all maintenance, repairs, and replacements to be made to the Parking Spaces as may be necessary or appropriate from time to time to keep the Parking Spaces in a commercially reasonable condition and in good repair. Maintenance items include, without limitation, the surface of the parking lot, the concrete underlay, curbs, gutters, lighting facilities, striping, markers, and directional signs. City shall have no obligation to maintain, repair, or replace, any portion of the Parking Spaces, and shall have no obligation to pay or reimburse Developer any portion of the costs and expenses Developer incurs in its maintenance, repair, or replacement of the Parking Spaces. CDR shall indemnify and hold the City harmless from and against any claim, demand suit, liability or other cause of action whatsoever, whether accrued, unaccrued, known or unknown (collectively a "Claim"), and including without limitation any attorney's fees and costs City might incur defending any Claim, that may arise in connection with CDR's obligation of maintenance of the Parking Spaces as set forth in this Paragraph, and/or any other obligation of CDR under this Agreement wherein it is alleged that CDR has breached this Agreement, or a Claim is based upon CDR's negligence or other wrongful conduct.

(8) Termination of FEC Lease. In the event, for any reason, the FEC Lease is terminated or CDR no longer has the right to use the FEC Real Property to satisfy the Parking Condition, except as provided in paragraph (8)(a) of this Agreement, CDR shall, not less than ten (10) days prior to the effective date of the FEC Lease termination, either pay to the City the in lieu parking fee for Twenty-Nine (29) parking spaces (or enter into an in lieu off-site parking space fee agreement as allowed by the City's Code), or otherwise satisfy the Parking Condition, failing which, the City's approval of the Application will automatically be revoked, CDR will be in violation of the City's Code and Ordinances, and the City will have the right, without limitation, to prohibit CDR from operating the converted use or any other use of the OG Property which is then not in compliance with the City's Codes and Ordinances. City may exercise any rights and seek any remedies as provided by this Agreement, the City's Code and Ordinances, and as provided by law, whether legal or equitable, and all such rights and remedies shall be cumulative.

a. If this Agreement has been in effect for at least ten (10) years from the date the City first collects Parking Revenue, CDR has not been and presently is not in default of this Agreement CDR has continuously satisfied the Parking Condition, and there have been not less than Thirty-Two (32) Public Parking Spaces on the FEC Real Property (in addition to the Off Site Parking Spaces) continuously for general public use, then the alternative in lieu parking fee needed by CDR to satisfy the Parking Condition shall be deemed satisfied.

b. FEC and Railway shall deliver to City a copy of any termination notice or default notice of CDR under the FEC Lease at the same time and in the same manner it provides notice of default to CDR. CDR shall deliver a copy of any FEC Lease termination or default notice it receives from either FEC or Railway to the City within one (1) business day after CDR's receipt of the notice.

c. City may, but shall have no obligation, to cure any default of CDR under the FEC Lease, and if the City cures a default, CDR shall upon City's written demand, reimburse City for any costs, fees, or expenses it incurs in curing the default.

(9) CDR's FEC Lease Obligations. CDR shall at all times comply with the FEC Lease. CDR shall indemnify and hold the City harmless from and against any claim, demand suit, liability or other cause of action whatsoever, whether accrued, unaccrued, known or unknown (collectively a "Claim"), and including without limitation any attorney's fees and costs City might incur defending any Claim, that may arise in connection with CDR's obligations under the FEC Lease. A default by CDR of the FEC Lease shall be deemed a default of this Agreement by CDR. CDR may not modify or amend the FEC Lease without obtaining City's written approval. CDR shall provide a Certificate of Insurance to City in the coverage amounts and the types required of CDR by the FEC Lease, naming the City as an additional insured, and CDR shall maintain such insurance coverage at its sole cost and expense, during the term of this Agreement. In the event of casualty loss, theft, or destruction or damage to any improvements, CDR, at its sole cost and expense, shall promptly repair and/or replace the improvements.

(10) Term of Agreement. This Agreement shall commence on the Effective Date and shall continue until the earlier of:

- a. CDR satisfies the Parking Condition by a City approved means of other than the off site parking of thirty-one parking spaces on the FEC Real Property;
- b. If CDR is in default of this Agreement, City shall have the option of terminating this Agreement by delivering written notice of termination to CDR, without City waiving any other rights or remedies.
- c. FEC or Railway fail to approve this Agreement and City exercises its option to cancel this Agreement.

In the event of termination, CDR shall be responsible, at its sole cost and expense, for removing any improvements on or restoring the FEC Real Property as may be required or demanded by FEC or Railway.

(11) Covenant Runs With The FEC Real Property. The covenants and agreements contained in this Agreement shall run in favor and inure to the benefit of the City and shall be binding upon CDR and its successors and assigns. And shall be covenants which run with the FEC Real Property. City may record this Agreement.

(12) Governmental Functions.

- a. The parties agree that this Agreement shall not constitute a waiver of any portion of the City of Delray Beach's Code of Ordinances, Land Development Regulations, or any other applicable law, code, or regulation, and that the Owner shall comply with all applicable statutes, codes, regulations, and ordinances that apply to CDR's performance of its obligations pursuant to this Agreement.
- b. To the extent approval or permission must be obtained from the 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. Nothing contained in this subparagraph or elsewhere in this Agreement 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; and

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.

(13) NO WAIVER. Waivers; Remedies. No delay or omission to exercise any right, power or remedy inuring to any party upon any breach or default of any party under this Agreement shall impair any such right, power, or remedy of such party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence to such a breach or default, or of any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default under this Agreement before or after occurring, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument signed by the party charged with such waiver or estoppel. All remedies either under this Agreement or by law or otherwise afforded to the parties shall be cumulative and not alternative.

(14) Miscellaneous.

(a) Enforcement. The provisions of this Agreement may be enforced by all appropriate actions in law and in equity by any party to this Agreement. **IN ORDER TO EXPEDITE THE CONCLUSION OF THE ACTIONS BROUGHT PURSUANT TO THIS AGREEMENT, THE PARTIES, THEIR SUCCESSORS AND ASSIGNS HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY.** Each party shall bear their own respective attorney's fees, provided, that, a court of competent jurisdiction may award costs to a prevailing party.

(b) Counterparts. This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument.

(c) Successors and Assigns. Except as otherwise provided herein, this Agreement may not be assigned, sold, pledged, hypothecated or encumbered, in whole or in part, including to an institutional lender providing construction funding for construction of the Project, without the prior approval of the City; which shall not be unreasonably withheld. Nothing contained in this Agreement shall be construed to confer upon any other party the rights of a third-party beneficiary.

(d) Construction of Agreement. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this Agreement have participated fully in the negotiation of this Agreement, and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

(e) Notices. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand (including recognized overnight courier services, such as Federal Express), facsimile or email if a business day or, if not, on the next business day or four (4) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed to the recipient at the address for such party set forth in the introductory paragraph to this Agreement (or to such other address as any party hereunder shall hereafter specify to the other in writing).

City: City Manager
City of Delray Beach
100 NW First Avenue
Delray Beach, FL 33444

With a copy to: City Attorney
City of Delray Beach
200 NW First Avenue
Delray Beach, FL 33444

CDR:
2665 South Bayshore Drive, Suite 605B
Miami, Florida 33133
Attn: Clifford Rosen
Email: cdrosen@rosenassoc.com

With a copy to:
Saul Ewing Arnstein & Lehr, LLP
515 N. Flagler Drive, Suite 1400
West Palm Beach, Florida 33401
Attn: Neil Schiller, Esq.
Email: neil.schiller@saul.com

(f) Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed in full force and effect.

(g) Exhibits. All of the Exhibits attached to this Agreement are incorporated herein and made a part of this Agreement.

(h) Amendments. This Agreement may not be amended or modified except by written agreement of the parties hereto, employing the same formalities as were used in

the execution of this Agreement.

(i) Limitation of Damages. IRRESPECTIVE OF THE TERMS CONTAINED HEREIN OR OTHERWISE, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY DAMAGES OR OTHERWISE OR FOR LOSS OF USE ARISING OUT OF OR RELATED TO THIS AGREEMENT.

(j) Intentionally Omitted.

(k) Entire Agreement. This Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereto.

(l) Governing Law; Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties hereby irrevocably agree, in any suit, action or proceeding arising out of or relating to this Agreement or any transactions contemplated hereby (whether during the term hereof or after its termination or expiration), to submit to the exclusive jurisdiction of any court located in Palm Beach County, Florida, and waive all other possible forums and any and all objections to such jurisdiction or venue that they may have under the laws of any state or country, including, without limitation, any argument that jurisdiction, situs and/or venue are inconvenient or otherwise improper. Each party further agrees that process may be served upon such party in any manner authorized under the laws of the United States or Florida, and waives any objections that such party may otherwise have to such process.

(m) No Joint Venture. None of the parties intend to create hereby any joint venture, partnership, association taxable as a corporation, or other entity for the conduct of any business between themselves. Each of the parties agrees that it is acting solely as an independent contractor hereunder and that it is not, and shall not hold itself out to be, an employee, partner or agent of the other, and that it shall determine the manner, means and method in which it shall perform its obligations hereunder and shall have sole control over thereof.

(n) Time is of the Essence. Time is of the essence in the performance of all duties and responsibilities of CDR under this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOLLOW]**

TWO WITNESSES AND A NOTARY BLOCK MUST BE ADDED

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

By: _____
Name: _____
Title: _____


By: _____
Name: _____
Title: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


By: _____
City Attorney

WITNESSES:


Print Name: ESTHER CASTRO

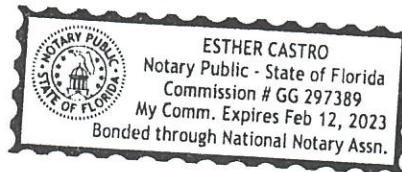

Print Name: Juani M. Arango

CDR DELRAY FEC, LLC
a Florida limited liability company

By: 
Name: CLIFFORD D. ROSEN
Title: MANAGER

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
The foregoing instrument was acknowledged before me
This 11th day of NOVEMBER, 2019, by
Clifford D. Rosen, who is personally known to me.

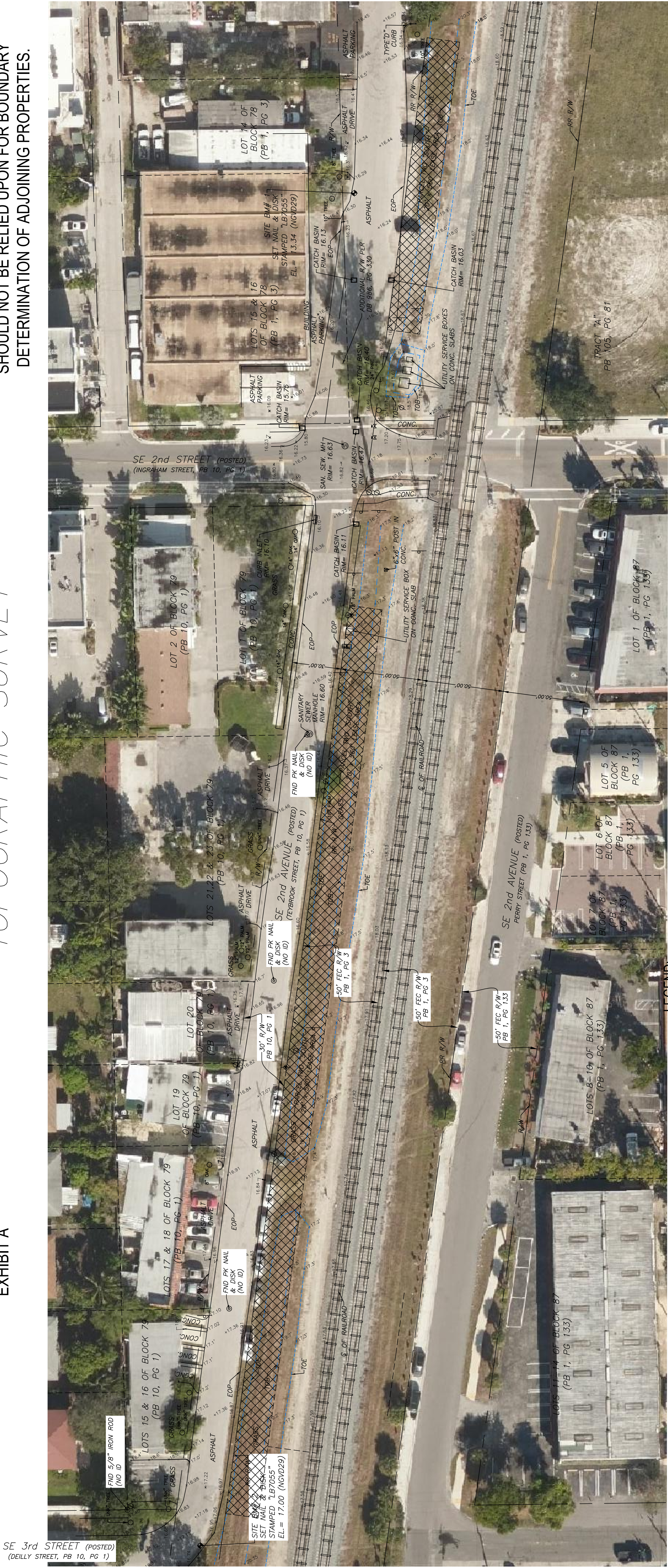




* RIGHT-OF-WAY INFORMATION SHOWN HEREON
IS FOR INFORMATIONAL PURPOSES ONLY AND
SHOULD NOT BE RELIED UPON FOR BOUNDARY
DETERMINATION OF ADJOINING PROPERTIES.

TOPOGRAPHIC SURVEY

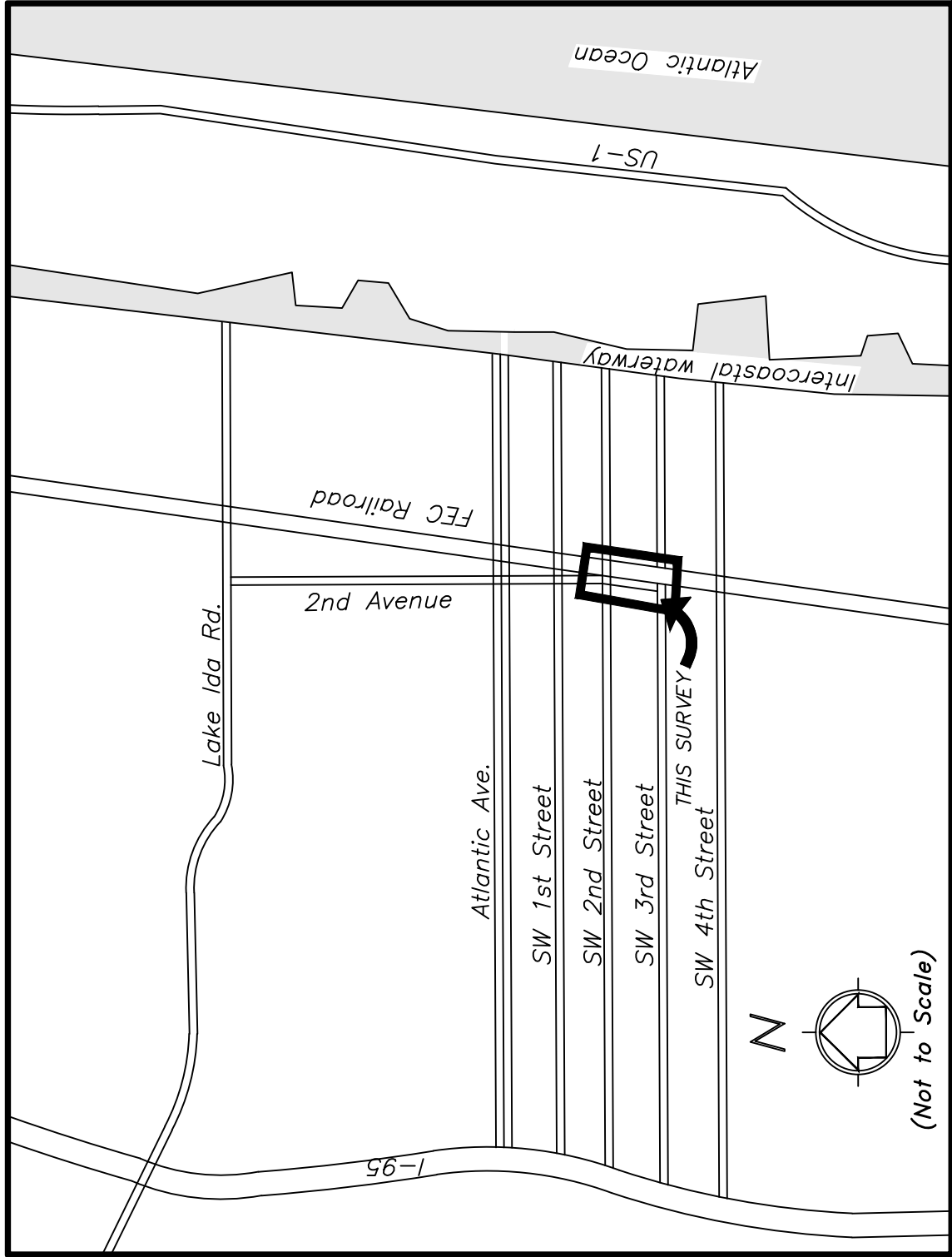
EXHIBIT A



LEGEND:

- Center Line
- Concrete
- Concrete Power Pole/CPP
- Dead Book
- Electrical Junction Box
- Existing Elevation
- Edge of Pavement
- Found
- Florida East Coast
- Gate Valve (Water Valve)
- Licensed Surveying Business
- Mailbox
- Light Pole
- National Geodetic Vertical Datum
- North American Datum
- Official Records Book
- Overhead Utility Wires
- Power Brick
- Page
- Palm Beach County Records
- Professional Land Surveyor
- Permanent Reference Monument
- Professional Surveyor & Mapper
- Part Book
- Road
- Right-of-Way
- Top of Bank
- Toe of Slope
- Unknown Tree Type/Size
- Railroad Crossing Gate
- Telephone Manhole
- Information Signs
- Tree Symbol/Type & Size
- With
- Wood Power Pole/MPP
- Utility Marker for Fiber Optic
- Light Pole w/ Transformer

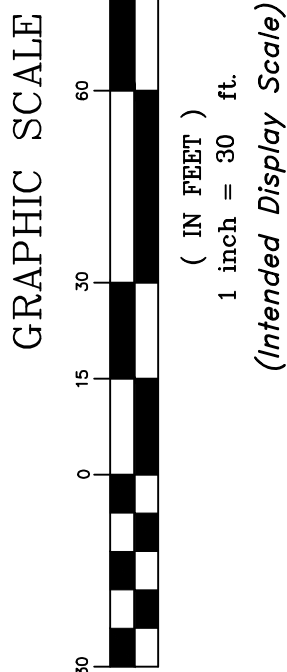
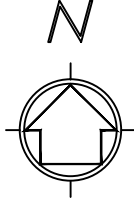
LOCATION MAP



SURVEYORS NOTES:

- The survey date is September 13, 2017.
- This is a Topographic Survey, as defined in Chapter 5J-17.050(10)(a)-(k) of the Florida Administrative Code and was prepared in accordance with the "Standards of Practice" for surveying and mapping in the State of Florida. The intent of this survey is to show existing above ground features along SE 2nd Avenue between the Florida East Coast (F.E.C.) Railroad, from 300' North of th North right of way of SW 2nd Street to the North right of way of SW 3rd Street.
- This survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- Copyright © 2017 by Wantman Group, Inc.
- Elevations shown hereon are referenced to the National Geodetic Vertical Datum of 1929 (NGVD 1929), as established by NGS benchmark "14.33" with a published elevation of 14.33' (NGVD 29) & Palm Beach County Benchmark "D 32" with a published elevation of 20.353' (NGVD 29).
- The coordinate system utilized hereon is relative to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983. 2007 adjustment as established using Real-Time Kinematic (Global Positioning System ("RTK GPS") survey methods using the private Lengemann of Florida L-Net Network of fixed base stations. The corrected positions computed by these networks were verified through a redundancy of measurements on located survey control as well as consistent horizontal checks to established control points to verify their accuracies and meet or exceed closure for Commercial/High Risk Linear: 1 foot in 10,000 feet; All distances shown hereon are in U.S. Survey Feet. Coordinate system based on Palm Beach County control point "Dodge", a Second Order Class II horizontal point.
- This survey does not have the benefit of a current title commitment, opinion, or abstract. During the course of the survey some searches of the public records were made, but these searches were not exhaustive and should not be considered a substitute for a proper title commitment, opinion, or abstract obtained from a title agency or other title professional.
- Right-of-way information shown hereon is for informational purposes only and should not be relied upon for boundary determination of adjoining properties.
- Underground improvements, if any, were not located except as shown.

ELEVATIONS SHOWN HEREON
ARE ON NATIONAL GEODETTIC
VERTICAL DATUM 1929.



For The Firm
Wantman Group, Inc.

BY: Eric R. Matthews, P.S.M.
Professional Surveyor and Mapper
State of Florida No. 6717

DATE: _____

Site Engineering Plans
for

SE 2ND AVENUE
PARKING EXPANSION
PER FEC LEASE AGREEMENT
CITY OF DELRAY BEACH, FLORIDA

ENGINEER

DIVERSIFIED CONSTRUCTION &
ENGINEERING SERVICES
2295 N.W. CORPORATE BLVD., SUITE 125
BOCA RATON, FL 33431
(561) 750-3717

LANDSCAPE ARCHITECT

XXX
XXX
XXX
XXX
XXX

OWNER/DEVELOPER

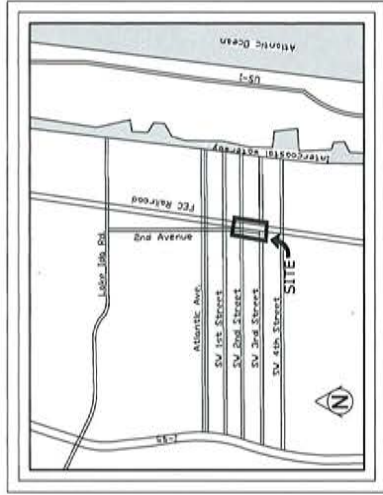
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INDEX OF DRAWINGS

COVERSHEET	
C-1 PAVING & GRADING PLAN	
C-2 SECTIONS	
C-3 CITY NOTES & PAVING DETAILS	
C-4 PAVEMENT MARKING & SIGNING DETAILS	
C-5 EROSION CONTROL DETAILS	

LAND DESCRIPTION:

XXX



LOCATION MAP

NOT TO SCALE
SECTION 16, TOWNSHIP 46S, RANGE 43E

SE 2ND AVENUE
PARKING EXPANSION

PER FEC LEASE AGREEMENT
DELRAY BEACH, FLORIDA

COVERSHEET

REVISIONS

NO.	DATE	BY	CHK.
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

DCES
DIVERSIFIED CONSTRUCTION
&
ENGINEERING SERVICES

2295 N.W. CORPORATE BLVD., SUITE 125, BOCA RATON, FL 33431
561-750-3717
FAX 561-750-3686

DCES

SCALE: NONE
DATE: 2-9-18
DWG. BY: S.T.
CHK. BY: N.B.J.
P.B. PC.
JOB NO.: 2280-18
SUBMIT: CS-1 OF 1
NEAL B. JANDY / 21598

SE 2ND AVENUE PARKING EXPANSION

PER REC LEASE AGREEMENT
DELRAY BEACH, FLORIDA

REVISIONS

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SECTION A-A
N.T.S.

PROPOSED 1-3/4" TYPE 5-3 ASPHALTIC CONCRETE (TWO 3/4" LIFTS)
PROPOSED 8" COMPACTED LAMSKOR BASE (SEE AGENT 1-180)
PROPOSED 12" COMPACTED SUBBASE (SEE AGENT 1-180)

17.45'

3% SLOPE

12' COMPACTED SUBBASE

8" COMPACTED LAMSKOR BASE

5-3 ASPHALTIC CONCRETE

17' COMPACTED SUBBASE

17' COMPACTED LAMSKOR BASE

17' COMPACTED SUBBASE

17' COMPACTED LAMSKOR BASE

17' COMPACTED SUBBASE

17' COMPACTED L

NEAL B. JANCY / 21998

EXHIBIT B

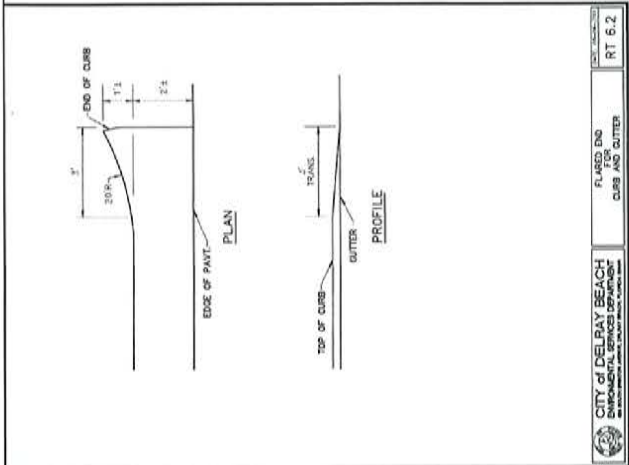
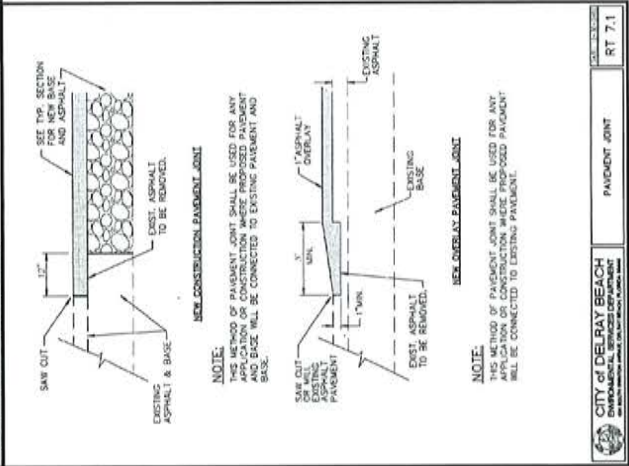
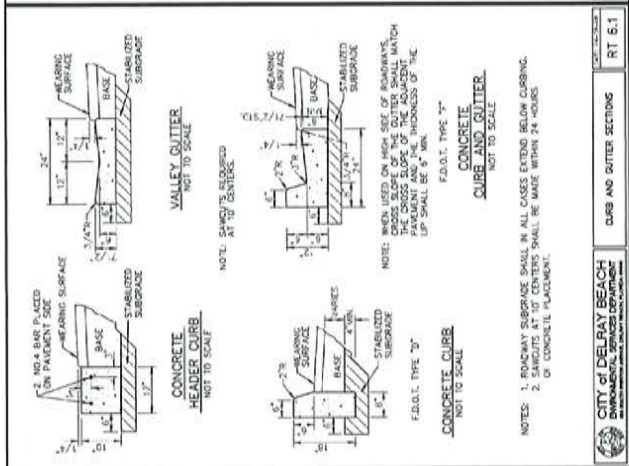
GENERAL NOTES

DEFINITIONS

1. CITY - THE CITY OF DELRAY BEACH
2. CONTRACTOR - UTILITY CONTRACTOR AND ALL UTILITY SUBCONTRACTORS
3. ENGINEER - ENGINEER RESPONSIBLE FOR INSPECTION AND CLARIFICATION

PROCEDURE

1. A PRE-CONSTRUCTION MEETING IS TO BE HELD PRIOR TO DELIVERY OF MATERIALS AND INITIATION OF ANY WATER AND SEWER CONSTRUCTION. THE MEETING SHALL BE ATTENDED BY THE CITY, CONTRACTOR, SUBCONTRACTORS, ENGINEER AND OTHER INTERESTED PARTIES.
2. ANY REVISIONS TO THE APPROVED PLANS MUST BE APPROVED BY THE CITY PRIOR TO THE PRE-CONSTRUCTION MEETING.
3. NECESSARY SHOP DRAWINGS OF THE CURRENT APPROVED PRODUCT LIST AND ALL SCHEDULING THE PRE-CONSTRUCTION MEETING. ALL PIPE MANUFACTURERS SHALL SUBMIT THREE (3) COPIES OF AN AFFIDAVIT THAT THE PIPE AND COATINGS WILL BE IN ACCORDANCE WITH THE CITY SPECIFICATIONS AND STANDARDS.
4. ALL APPLICABLE PERMITS MUST BE OBTAINED WITH COPIES PROVIDED TO THE CITY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
5. THE CONTRACTOR SHALL MAINTAIN A CURRENT APPROVED SET OF CONSTRUCTION DRAWINGS AND SHALL SUBMIT ALL MATERIALS TO THE CITY FOR APPROVAL.
6. ALL MATERIALS SUPPLIED SHALL CONFORM TO PRODUCT LIST AND SHOP DRAWINGS AS APPROVED BY THE CITY PRIOR TO CONSTRUCTION. ALL REQUESTS FOR MATERIALS TO BE USED SHALL BE APPROVED PRIOR TO DELIVERY OF THESE MATERIALS TO THE JOB SITE.
7. THE LOCATION OF THE EXISTING UTILITIES AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES (NOT SHOWN ON THE PLANS) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHALL NOTIFY THE CITY AND NOTIFY THE RESPECTIVE UTILITY OWNER TO RESOLVE THE CONFLICT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION FOR THE PROTECTION OF EXISTING AND NEWLY INSTALLED UTILITIES FROM DAMAGE OR DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES FROM DAMAGE TO THE HEALTH, SAFETY, AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING LOCATIONS OF ALL OTHER UTILITY FACILITIES. SHALL SCHEDULE INSPECTIONS AND TESTS WITH THE CITY A MINIMUM OF 24 HOURS IN ADVANCE.
10. CONTRACTOR SHALL NOT DISTURB EXISTING CITY MAINS OR STRUCTURES WITHOUT THE CITY'S WRITTEN PERMISSION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
11. FACILITIES PROPOSED HEREIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS. DEVIATIONS FROM THE APPROVED PLANS MUST BE APPROVED IN ADVANCE BY THE CITY.
12. THE CONTRACTOR SHALL VERIFY PROPER ADHERENCE TO ALL FACETS OF THE PLANS AND SPECIFICATIONS.
13. PAVING, DRAINAGE, AND TRAFFIC CONSTRUCTION SHALL CONFORM TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND PALM BEACH COUNTY TYPICAL DETAILS.
14. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY SPECIFICATIONS AND STANDARDS.
15. TO COMPLETION OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 355-485 FOR PROTECTION OF UNDERGROUND GAS PIPE LINES.
16. CONTRACTOR SHALL NOTIFY SUNSHINE STATE ONE (1-800-432-4770) 48 HOURS IN ADVANCE OF CONSTRUCTION.
17. CONTRACTOR SHALL MAINTAIN LOCAL TRAFFIC AT ALL TIMES DURING CONSTRUCTION.
18. CONTRACTOR SHALL MAINTAIN LOCAL TRAFFIC AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT A DETAILED TRAFFIC MAINTENANCE PLAN PRIOR TO CONSTRUCTION.
19. CONTRACTOR SHALL MAINTAIN LOCAL TRAFFIC AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT A DETAILED TRAFFIC MAINTENANCE PLAN PRIOR TO CONSTRUCTION.
20. CONTRACTOR SHALL MAINTAIN LOCAL TRAFFIC AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT A DETAILED TRAFFIC MAINTENANCE PLAN PRIOR TO CONSTRUCTION.
21. ALL VEGETATION, DEBRIS, CONCRETE OR OTHER UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE WORK AREA PRIOR TO CONSTRUCTION.
22. CONTRACTOR SHALL MAINTAIN LOCAL TRAFFIC AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT A DETAILED TRAFFIC MAINTENANCE PLAN PRIOR TO CONSTRUCTION.
23. CONTRACTOR SHALL MAINTAIN LOCAL TRAFFIC AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT A DETAILED TRAFFIC MAINTENANCE PLAN PRIOR TO CONSTRUCTION.
24. ALL PAVED SURFACES SHALL BE PROPERLY MARKED PRIOR TO HOURS OF DARKNESS. PERMANENT PAVEMENT MARKING STALLS SHALL BE LAID OUT USING MARKING CHALK.
25. CONTRACTOR SHALL MAINTAIN LOCAL TRAFFIC AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT A DETAILED TRAFFIC MAINTENANCE PLAN PRIOR TO CONSTRUCTION.
26. CONTRACTOR SHALL MAINTAIN LOCAL TRAFFIC AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT A DETAILED TRAFFIC MAINTENANCE PLAN PRIOR TO CONSTRUCTION.
27. SITE INFORMATION BASED ON A SURVEY PREPARED BY THE CONTRACTOR.
28. THE RAILROAD RIGHT-OF-WAY SHALL BE DETERMINED BY THE CITY AND COORDINATED WITH THE FLORIDA EAST COAST RAILWAY COMPANY AT THE TIME OF CONSTRUCTION. UTILITY POLES AND GAS PIPE LINES SHALL BE COORDINATED BY THE CONTRACTOR WITH FLORIDA POWER AND LIGHT, AND FLORIDA PUBLIC UTILITIES, RESPECTIVELY. EACH UTILITY HAS BEEN NOTIFIED THAT THEY WILL BE REQUIRED TO RELOCATE THEIR UTILITIES.



CITY OF DELRAY BEACH ENVIRONMENTAL SERVICES DEPARTMENT 2295 HWY. 1, SUITE 100, DELRAY BEACH, FL 33431 TEL: 561-750-3717 FAX: 561-750-3685		CITY NOTES & PAVING DETAILS PER REC. LEASE AGREEMENT DELRAY BEACH, FLORIDA PARKING EXPANSION SE 2ND AVENUE		DCES SHEET NO.: DATE: 2-9-18 DWG. BY: S.T. CHK. BY: N.R.J. P.C. JOB NO.: 2280-18 SHEETS: C-3 OF 3	
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Quantity	Plate Symbol	Reference Name / Common Name / Specification	Distance to closest 1/4 mile
4	B ¹	Burgundy simulated / Quince Limbo 10' W x 6' H, 24" dia.	VERY
4	CEP ¹	Coconut palm venetian / Silver Balmwood 12' W x 12' H, 24" dia.	VERY
119	C ¹	Coconut palm venetian / 24" dia. 20' W x 12' H, 24" dia.	VERY
220	F ¹	Flamingo mimosa / Florida Pines 20' W x 12' H, 24" dia., 24" dia.	VERY

1. Contractor is responsible to verify all plant quantities and contact Landscape Architect if discrepancy exists.
2. Drought tolerance is per "SPWMD Waterwise - South Florida Edition" as applicable.

1. All prohibited plant species shall be eradicated from the development site and reestablishment of prohibited species shall not be permitted.

TYPICAL TREE WITH ROOT BARRIER LD 1.1
City of Dallas Branch Standards Detail LDR-2

LANDSCAPE SOIL REPLACEMENT AREAS
WITHIN OR ADJACENT TO VEHICULAR USE

SHRUB MASS PLANTING

Utilities Department.

EXHIBIT B

Rev	Notes

Urban Planning • Landscape Architecture
Covelli Design Associates Inc.
16 2800287
covellidesign.com
561-915-0330
2205 N.W. Corporate Blvd. Suite 213
Boca Raton, Florida 33431

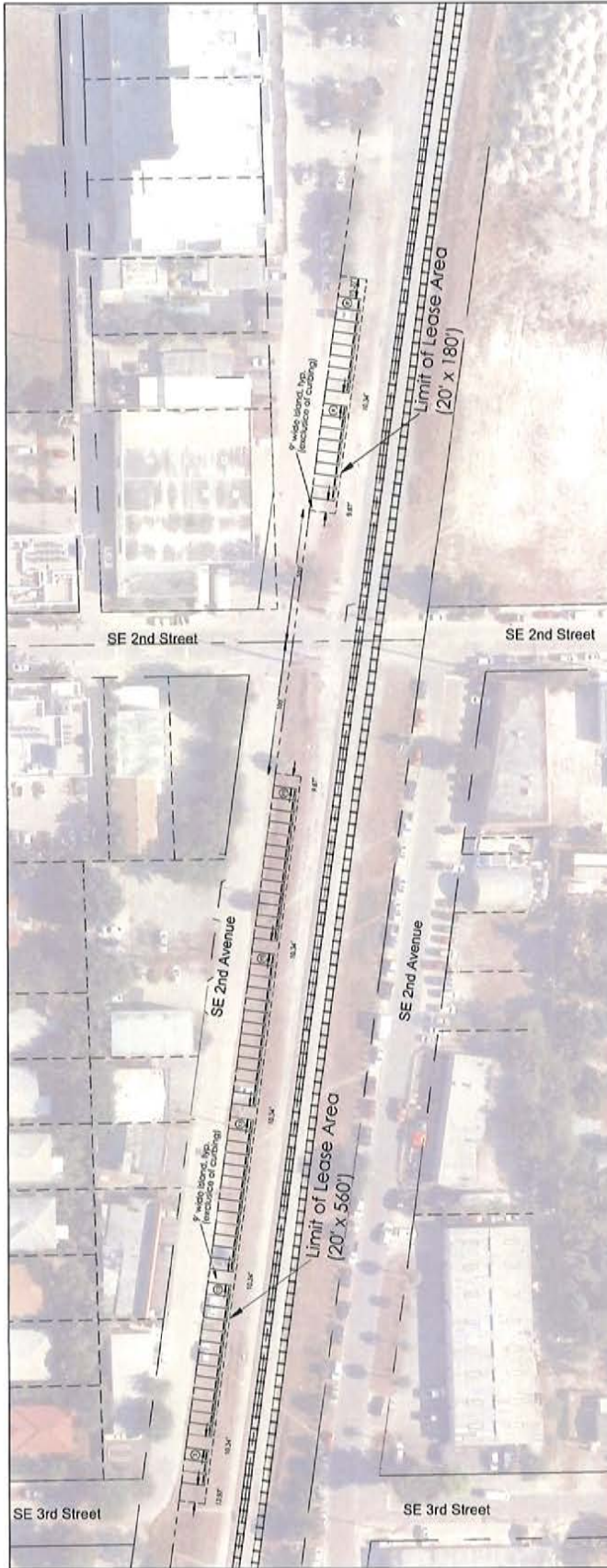
Covelli Design Associates Inc.
Urban Planning • Landscape Architecture

Conceptual Parking Plan
CDR Delray FEC, LLC
Delray Beach, Florida

Date: 10-8-2017
Scale: As Noted
PWA: 17052

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Drawing No.
1
Sheet 1 of 1



Conceptual Parking Plan

Total Spaces - 71

North of 2nd Street

16 Spaces

South of 2nd Street

55 Spaces

(No provision for accessible spaces on this plan)

NOTE

- All spaces shown are 9' x 18'
- Lessee area shall be fenced with 6' height chain link fencing on 3 sides.

* RIGHT-OF-WAY INFORMATION SHOWN HEREON IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE RELIED UPON FOR BOUNDARY DETERMINATION OF ADJOINING PROPERTIES.



Enc. R. Matthews, P.S.M.
Professional Surveyor and Mapper
State of Florida No. 5777

1. The survey date is September 12, 2017.
2. This is a Biological Survey, as defined in Chapter 65-17.002(9)(a)-1 of the Florida Administrative Code, and is conducted in accordance with the "Standards of Practice" for surveying and mapping in the State of Florida. The intent of this survey is to show existing above ground features along SR 262 between between North 300' North of E North right of way of E 2nd Street to the North right of way of SR 262 Street.
3. This survey map, and the copies hereon, are not valid without the signature and the original record of a Florida Licensed surveyor and mapmaker.
4. Applications or divisions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
5. Copyright © 2017 by Reimann Corp., Inc.
6. Divisions shown herein are referenced to the National Geodetic Vertical Datum of 1929 (NGVD 1929), as established by NGS benchmark "1433" with a published elevation of 14.13' (NAD 25) & Mean Sea Level. County boundaries are taken as published, consisting of 74.132' (NAD 25) & Mean Sea Level.
7. North American Datum of 1983, 2007 adjustment is established using State-Plane NAD83 datum. Florida State Plane NAD83 survey methods using the parallel transportation of Florida 1-sheets (series of fixed base measurements) on located survey points as well as constant horizontal angles in established control points. For all other measurements, use of a U.S. Survey Foot. Coordinate system based on Florida State Plane control point "Tropica", a Second Order Class II horizontal point.
8. This survey does not show the benefit of a current file commitment, addition, or obtained. During the course of the survey, some sources of the public records may not be up to date. These records were not obtained from the public records office, and the project team did not conduct an independent verification of the data and file quality or any other file preferences.
9. Rights-of-way information shown hereon is for informational purposes only and should not be relied upon for boundary determination of adjoining properties.
10. Underground measurements, if any, were not located and are shown.

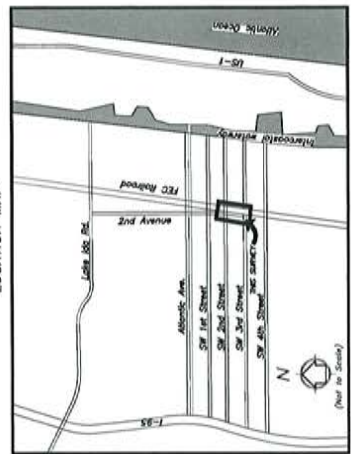
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EXHIBIT A

LEGAL DESCRIPTION OF LEASED PREMISES

Two rectangular shaped parcels of land lying within Section 16, Township 46 South, Range 43 East, Palm Beach County, Florida, more particularly described as:

Parcel One “North”

A 20' x 180' rectangular-shaped parcel of land lying within Florida East Coast Railway, LLC (hereinafter “Railway”) westerly Right of Way, being twenty (20) feet in width by one hundred eighty (180) feet in length

Begin at a point on Florida East Coast Railway’s (hereinafter “Railway”) West right of way line approximately 230 feet south of the Railway’s Mile Post 317; then proceed southerly parallel to the main track centerline east for a distance of approximately 180 feet, then turn easterly perpendicular to Railways’ Southbound main track for a distance of approximately 20 feet to a point 30 feet west of the centerline of Railway’s Southbound main track, then run northerly, parallel to the centerline of Railways Northbound main track for a distance of approximately 180 feet; then proceed westerly a distance of 20 feet to the Point of Beginning.

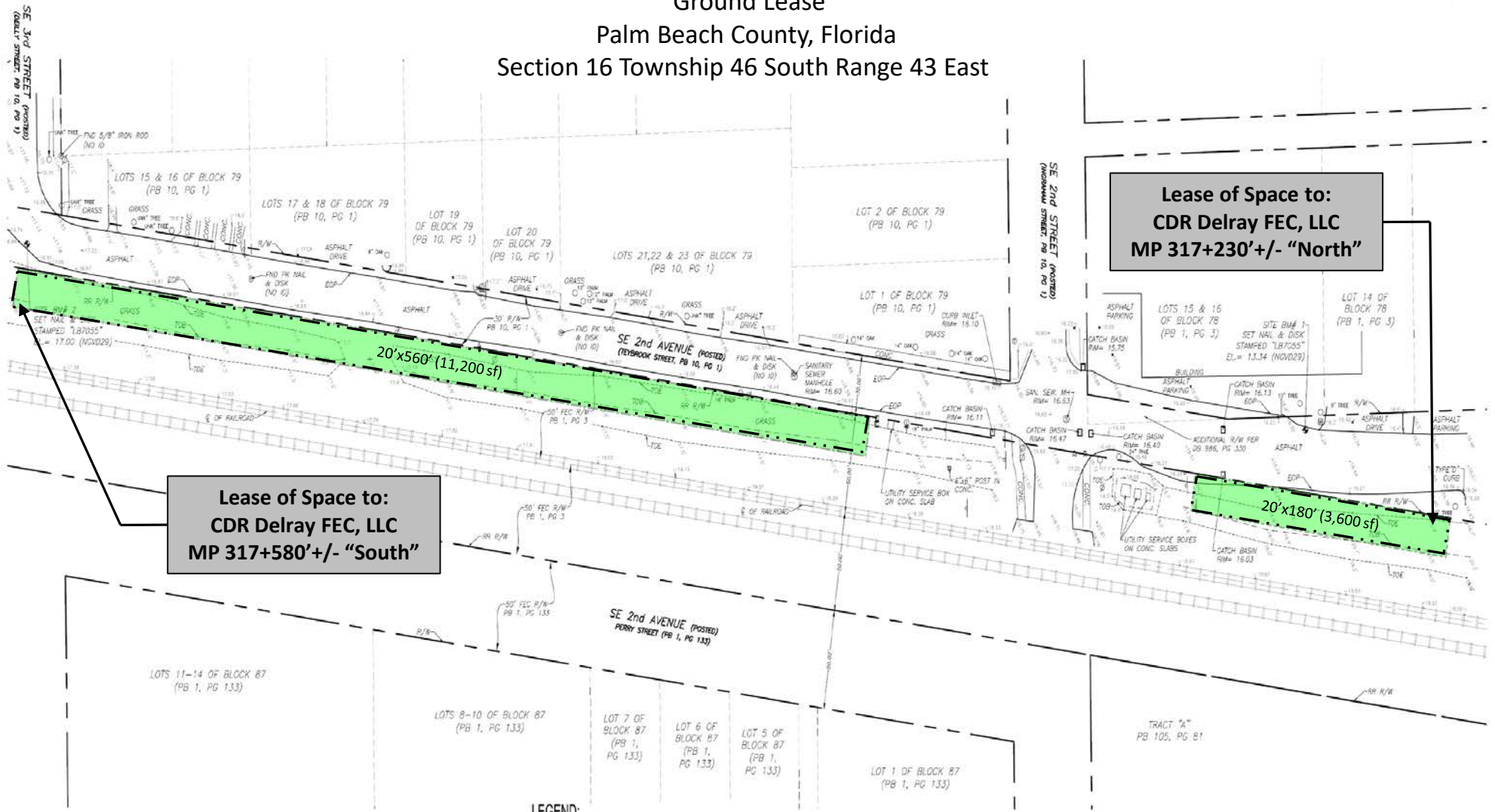
Parcel Two “South”


A 20' x 560' rectangular-shaped parcel of land lying within Florida East Coast Railway, LLC (hereinafter “Railway”) westerly Right of Way, being twenty (20) feet in width by five hundred sixty (560) feet in length

Begin at a point on Florida East Coast Railway’s (hereinafter “Railway”) parallel to the West right of way line approximately 580 feet south of the Railway’s Mile Post 317; then proceed southerly for a distance of approximately 560 feet, then turn easterly perpendicular to Railways’ Southbound main track for a distance of approximately 20 feet to a point 30 feet east of the centerline of Railway’s Southbound main track, then run northerly, parallel to the centerline of Railways Northbound main track for a distance of approximately 560 feet; then proceed westerly a distance of 20 feet to the Point of Beginning.

Said rectangular portions together contain a combined 14,800 square feet, and as more fully illustrated on the attached Exhibit B “Lease Areas”.

Exhibit B
Ground Lease
Palm Beach County, Florida
Section 16 Township 46 South Range 43 East



 FEC Real Estate Services FEC RAILWAY RIGHT OF WAY AND TRACK MAP		
CDR Delray FEC, LLC		
DRAWN BY EMS	M.P. 317+0230'+/-	Scale: N.T.S.
CHECKED BY	VAL. MAP. V3.S.20.A	Date 11-Oct-17
FILE NO. 317-1001	DWG. NO. FDG #403	



North