

Prepared by: RETURN:

Noel Pfeffer, Esq.
City Attorney's Office
200 N.W. 1st Avenue
Delray Beach, Florida 33444

TRI-PARTY AGREEMENT FOR IN-LIEU OF PARKING FEE

THIS AGREEMENT (the "Agreement") is made as of the 24 day of MARCH, 2016, by and between **THE CITY OF DELRAY BEACH**, a Florida municipal corporation of the State of Florida ("City"), **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY** ("Owner"), and **EQUITY DELRAY, LLC**, a Florida Limited Liability Company ("Developer").

WHEREAS, Owner is the owner of certain real property located on the south side of Atlantic Avenue between SW 6th Avenue and SW 9th Avenue (the "Property"); and

WHEREAS, Developer has applied to the City for approval of a mixed use project consisting of 17,267.3 square feet of office; 6,098.8 square feet of restaurant; 43,162 square feet of commercial/retail; and 112 multiple family dwelling units on Property ("Project"); and

WHEREAS, Owner has entered into a Purchase and Sale Agreement with Developer under which the Owner is obligated to convey Property to Developer thirty (30) days after issuance of a building permit for the Project; and

WHEREAS, as a condition of approval for the development on the Property, Developer must provide certain parking as required under the Land Development Regulations of the City. Section 4.6.9(E)(3) of the Land Development Regulations further provides that the City Commission may approve the payment of a fee to the City in lieu of providing required parking; and

WHEREAS, Developer has requested that the City Commission approve the payment of a fee to the City in lieu of providing 38 of the required parking spaces for the development of the Property (with a 19-space credit for parking constructed within the public rights-of-way); and

WHEREAS, the City Commission finds that this In Lieu Parking Fee Request meets the requirements of 4.6.9(E)(3) of the Land Development Regulations and is consistent with the Comprehensive Plan. The City Commission declares that there is ample and competent substantial evidence to support its findings; and

WHEREAS, Section 4.6.9(E)(3) of the Land Development Regulations further provides that the in-lieu parking fee may be paid in installments pursuant to an In-Lieu of Parking Fee Agreement between the City and the Owner(s) of the subject property; 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; and

WHEREAS, **Developer** is willing to assume the obligations of the **Owner** as set forth in this Agreement.

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. The Property to which this Agreement applies is legally described as follows:
Sec Attached Exhibit "A".

3. The City hereby confirms that, pursuant to Section 4.6.9(E)(3) of the Land Development Regulations, it has approved the payment of the fees described in this Agreement in lieu of providing 38 of the required number of parking spaces for the development of the Property (with a 19-space credit for parking constructed within the public rights-of-way).

4. **Owner/ Developer** shall pay to the City a total in-lieu of parking fee of \$87,400.00. The total fee shall be paid as follows:

(a) One payment in the amount of \$43,700.00 by check delivered to the City upon execution of this Agreement.

(b) One payment in the amount of \$21,850.00 is due on the second anniversary of the date of this Agreement.

(c) One payment in the amount of \$21,850.00 is due on the third anniversary of the date of this Agreement.

(d) Each payment shall be made to:

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

5. In the event **Owner/ Developer** fails to make a payment by the date required, the **City** shall provide written notice by certified mail, return receipt requested to **Developer** at 5100 PGA Blvd., Palm Beach Gardens, FL 33418 and to **Owner** at 20 N. Swinton Ave, Delray Beach, FL 33444, or at such other address as may be designated by **Owner/Developer** by written notice to the **City**. The **City's** notice shall request that **Owner/ Developer** make the past due payment no later than thirty (30) days from the date the notice is received. Failure of **Owner/Developer** to remit payment within this thirty (30) day period shall be deemed breach of this Agreement. The **City** shall thereby be entitled to accelerate the remaining payments, demand payment 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 Mayor and City Clerk.

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

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

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

By: _____
City Clerk

By: _____
Cary D. Glickstein, Mayor

Approved as to Form:

By: _____
City Attorney

**DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY**

WITNESSES:

Print Name:

By: _____
Print Name: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

Signature of Notary Public - State
of Florida

WITNESSES:

Print Name: ROBERT CURRIE

Print Name: Jennifer Whitley

EQUITY DELRAY, LLC

By: [Signature]

Print Name: JOHN FLYNN

The foregoing instrument was acknowledged before me this 24 day of MARCH, 2016 by JOHN FLYNN (name of officer or agent, title of officer or agent) of EQUITY DELRAY, LLC (name of corporation acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

[Signature]
Signature of Notary Public - State
of Florida



EXHIBIT "A"

LEGAL DESCRIPTION

(SEE ATTACHED)

LEGAL DESCRIPTION

A RE-PLAT OF A PORTION OF BLOCK 2, AND A PORTION OF THE ALLEY, BELAIR HEIGHTS AS RECORDED IN PLAT BOOK 20, PAGE 45 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; A RE-PLAT OF A PORTION OF MYRICK SUBDIVISION AS RECORDED IN PLAT BOOK 10, PAGE 79 OF SAID PUBLIC RECORDS; A RE-PLAT OF A PORTION OF LOT 9, SUBDIVISION OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST AS RECORDED IN PLAT BOOK 1, PAGE 4 OF SAID PUBLIC RECORDS; A RE-PLAT OF A PORTION OF BLOCK 5 AND THE ALLEY, SUBDIVISION OF BLOCK 5, DELRAY BEACH AS RECORDED IN PLAT BOOK 23, PAGE 72 OF SAID PUBLIC RECORDS; AND A RE-PLAT OF THE ALLEY, HIATUS AND A PORTION OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA AS RECORDED IN PLAT BOOK 1, PAGE 3 OF SAID PUBLIC RECORDS; SITUATE IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, IN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

LOT A, BLOCK 2, BELAIR HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

WEST 80 FEET OF THE EAST 300 FEET OF THE SOUTH 130 FEET OF THE NORTH 145 FEET OF LOT 9, SUBDIVISION OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 4, LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA IN O.R. BOOK 1049, PAGE 533, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 4 AND 5, SUBDIVISION OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, A/K/A MYRICK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 79, LESS THE RIGHT-OF-WAY FOR STATE ROAD 806 AS RECORDED IN O.R. BOOK 1061, PAGE 338, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

ALL OF LOT 3, TOGETHER WITH THE WEST FIVE (5) FEET OF LOT 2, IN SUBDIVISION OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, A/K/A MYRICK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 79, LESS THE RIGHT-OF-WAY FOR STATE ROAD 806 AS RECORDED IN O.R. BOOK 1078, PAGE 309, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID TRACT BEING SUBJECT TO A RIGHT-OF-WAY TAKEN FOR ATLANTIC AVENUE (STATE ROAD NO. S-806) BY STATE OF FLORIDA DEPARTMENT ACCORDING TO THE RIGHT-OF-WAY MAP APPROVED BY THE STATE HIGHWAY ENGINEER ON OCTOBER 22, 1962, SECTION 93550-2601, SHEET 6 OF 8.

TOGETHER WITH:

EAST FORTY-FIVE (45) FEET OF LOT 2, IN SUBDIVISION OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, A/K/A MYRICK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 79, LESS THE RIGHT-OF-WAY FOR STATE ROAD 806 AS RECORDED IN O.R. BOOK 1078, PAGE 309, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID TRACT BEING SUBJECT TO A RIGHT-OF-WAY TAKEN FOR ATLANTIC AVENUE (STATE ROAD NO. S-806) BY STATE OF FLORIDA DEPARTMENT ACCORDING TO THE RIGHT-OF-WAY MAP APPROVED BY THE STATE HIGHWAY ENGINEER ON OCTOBER 22, 1962, SECTION 93550-2601, SHEET 6 OF 8.

TOGETHER WITH:

LOT 1, IN SUBDIVISION OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, A/K/A MYRICK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 79, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. LESS THAT PORTION OF SAID LOT CONVEYED FOR ROAD RIGHTS-OF-WAY.

TOGETHER WITH:

SOUTH 50 FEET OF THE NORTH 195 FEET OF THE EAST 147 FEET OF THE EAST HALF OF LOT 9, SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 4, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**SUBJECT TO AN EASEMENT OVER THE NORTH 10 FEET OF TRACT AS
RECORDED IN OFFICIAL RECORDS BOOK 1006, PAGE 262, PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA AND RIGHT-OF-WAY FOR S.W 8TH AVENUE.**

TOGETHER WITH:

**LOTS 1, 2, 3 AND 4, BLOCK 2, BELAIR HEIGHTS, ACCORDING TO THE PLAT
THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 45, PUBLIC RECORDS OF PALM
BEACH COUNTY, FLORIDA.**

TOGETHER WITH:

**LOTS 12 AND 13, SUBDIVISION OF BLOCK 5, DELRAY BEACH, FLORIDA,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72,
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**

TOGETHER WITH:

**LOT 15, SUBDIVISION OF BLOCK 5, DELRAY BEACH, FLORIDA, ACCORDING TO
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72, PUBLIC
RECORDS OF PALM BEACH COUNTY, FLORIDA.**

TOGETHER WITH:

**LOT 21, SUBDIVISION OF BLOCK 5, DELRAY BEACH, FLORIDA, ACCORDING TO
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72, PUBLIC
RECORDS OF PALM BEACH COUNTY, FLORIDA.**

TOGETHER WITH:

**LOT 22, SUBDIVISION OF BLOCK 5, DELRAY BEACH, FLORIDA, ACCORDING TO
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72, PUBLIC
RECORDS OF PALM BEACH COUNTY, FLORIDA.**

TOGETHER WITH:

**LOT 23, SUBDIVISION OF BLOCK 5, DELRAY BEACH, FLORIDA, ACCORDING TO
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72, PUBLIC**

RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT 24, SUBDIVISION OF BLOCK 5, DELRAY BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

SOUTH 100 FEET OF THE NORTH 120 FEET OF THE WEST 135 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA (ALSO DESCRIBED AS LOT 1, IN BLOCK 13).

TOGETHER WITH:

SOUTH 65 FEET OF THE NORTH 185 FEET OF THE WEST 135 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

COMMENCING 185 FEET SOUTH OF THE NORTHWEST CORNER OF BLOCK 13 FOR A POINT OF BEGINNING: THENCE EAST 135 FEET; THENCE SOUTH 50 FEET; THENCE WEST 135 FEET; THENCE NORTH 50 FEET TO THE POINT OF BEGINNING, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

SOUTH 50 FEET OF THE NORTH 285 FEET OF THE WEST 135 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

SOUTH 50 FEET OF THE NORTH 335 FEET OF THE WEST 135 OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

COMMENCING 335 FEET SOUTH FROM THE NORTHWEST CORNER OF BLOCK 13 FOR A POINT OF BEGINNING; THENCE EAST 135 FEET; THENCE SOUTH 50 FEET; THENCE WEST 135 FEET; THENCE NORTH 50 FEET TO THE POINT OF BEGINNING, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

SOUTH 50 FEET OF THE NORTH 435 FEET OF THE WEST 135 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

THE SOUTH 50 FEET OF THE NORTH 150 FEET OF THE EAST 135 FEET OF BLOCK 13, AND THE SOUTH 80 FEET OF THE NORTH 100 FEET OF THE EAST 150 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND COMMENCE 150 FEET SOUTH OF THE NORTHEAST CORNER OF BLOCK 13 FOR THE POINT OF BEGINNING; THENCE WEST 135 FEET; THENCE SOUTH 50 FEET; THENCE EAST 135 FEET; THENCE NORTH 50 FEET TO THE POINT OF BEGINNING, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, AND SOUTH 50 FEET OF NORTH 250 FEET OF THE EAST 135 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, AND COMMENCING 250 FEET SOUTH FROM THE NORTHEAST CORNER OF BLOCK 13 FOR A POINT OF BEGINNING; THENCE WEST 135 FEET; THENCE SOUTH 50 FEET; THENCE EAST 135 FEET; THENCE NORTH 50 FEET TO THE POINT OF BEGINNING, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

COMMENCING TWO HUNDRED FIFTY (250) FEET NORTH FROM THE SOUTHEAST CORNER OF BLOCK THIRTEEN (13) FOR A POINT OF BEGINNING; THENCE WEST, ONE HUNDRED THIRTY-FIVE (135) FEET; THENCE NORTH, FIFTY (50) FEET; THENCE EAST, ONE HUNDRED THIRTY-FIVE (135) FEET; THENCE SOUTH, FIFTY (50) FEET TO THE POINT OF BEGINNING, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

NORTH 50 FEET OF THE SOUTH 250 FEET OF THE EAST 135 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, AND 11, LESS THE NORTH TWENTY (20) FEET THEREOF, BLOCK 5, SUBDIVISION OF BLOCK 5, DELRAY BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

THE VACATED ALLEY NORTH OF AND ADJACENT TO LOT 1, BLOCK 2, BELAIR HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA..

TOGETHER WITH:

THE WEST HALF OF THE VACATED 14 FOOT AND 16 FOOT ALLEYS EAST OF AND ADJACENT TO LOTS 1 THROUGH 4, BLOCK 2, BELAIR HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

THE VACATED 14 FOOT ALLEY WEST OF AND ADJACENT TO THE SOUTH 50 FEET OF THE NORTH 195 FEET OF THE EAST 147 FEET OF THE EAST ONE-HALF

OF LOT 9, BLOCK 2, SUBDIVISION OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 4 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING NORTHERLY OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1, BLOCK 2, BELAIR HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 4, OF SAID PUBLIC RECORDS.

TOGETHER WITH:

THE EAST HALF OF THE VACATED 14 FOOT ALLEY WEST OF AND ADJACENT TO THE SOUTH 50 FEET OF THE NORTH 195 FEET OF THE EAST 147 FEET OF THE EAST ONE-HALF OF LOT 9, BLOCK 2, SUBDIVISION OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 4 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING SOUTHERLY OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1, BLOCK 2, BELAIR HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 4, OF SAID PUBLIC RECORDS.

TOGETHER WITH:

THE VACATED 16 FOOT EAST-WEST ALLEY OF BLOCK 5, SUBDIVISION OF BLOCK 5, DELRAY BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGE 72 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

THE VACATED ALLEY IN THE 600 BLOCK:
ALL OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LESS THE NORTH 20 FEET THEREOF AND THE SOUTH 170 FEET THEREOF, LESS THE WEST 135.0 FEET THEREOF, LESS THE EAST 135.0 FEET THEREOF AND LESS THE EAST 150 FEET OF THE NORTH 100.0 FEET THEREOF.

LESS THE EAST 16.33 FEET OF THE SOUTH 30.61 FEET OF THE ABOVE DESCRIBED DESCRIPTION OF THE ALLEY.

TOGETHER WITH:

A HIATUS AREA DESCRIBED AS:
THE EAST 135.0 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA,

NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LESS THE NORTH 300.0 FEET AND LESS THE SOUTH 300.0 FEET THEREOF.

ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 2, BELAIR HEIGHTS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 45 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N 01°21'49" W ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 9th AVENUE, 290.03 FEET TO A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, AND A CENTRAL ANGLE OF 91°46'40"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 40.05 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST ATLANTIC AVENUE (STATE ROAD 806) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 93030-2506, SHEET 4 OF 9, REVISED MARCH 27, 2011; THENCE S 89°35'09" E ALONG SAID RIGHT-OF-WAY LINE, 264.51 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 8th AVENUE; THENCE S 01°26'33" E ALONG SAID RIGHT-OF-WAY LINE, 132.05 FEET; THENCE S 89°32'40" W, 129.07 FEET; THENCE S 01°25'51" E, 94.99 FEET; THENCE N 89°32'40" E, 1.00 FOOT; THENCE S 01°25'51" E, 84.26 FEET; THENCE S 89°30'13" W ALONG THE SOUTH LINE OF SAID LOT 4 AND ITS EASTERLY EXTENSION, 162.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 9th AVENUE, BEING THE SOUTHWEST CORNER OF SAID LOT 4 AND THE POINT OF BEGINNING.

TOGETHER WITH:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 15, BLOCK 5, SUBDIVISION OF BLOCK 5, DELRAY BEACH ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N 01°26'33" W ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 8th AVENUE, 50.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 15; THENCE N 89°19'27" E ALONG THE NORTH LINE OF SAID LOT, 138.40 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE N 01°29'33" W, 50.00 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 5 OF SAID SUBDIVISION OF BLOCK 5, DELRAY BEACH; THENCE S 89°19'27" W, ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 138.35 FEET TO THE SOUTHWEST CORNER OF SAID LOT, BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 8th AVENUE; THENCE N 01°26'33" W ALONG SAID EAST RIGHT-OF-WAY LINE, 234.20 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST ATLANTIC AVENUE (STATE ROAD 806) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION

RIGHT-OF-WAY MAP FOR SECTION 93030-2506, SHEET 4 OF 9, REVISED MARCH 27, 2011; THENCE N 89°19'27" E ALONG SAID RIGHT-OF-WAY LINE, 277.15 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 7th AVENUE; THENCE S 01°29'33" E ALONG SAID RIGHT-OF-WAY LINE, 334.20 FEET; THENCE S 89°19'27" W ALONG THE SOUTH LINE OF LOTS 15 AND 24, OF SAID BLOCK 5, A DISTANCE OF 277.44 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 8th AVENUE, BEING THE SOUTHWEST CORNER OF SAID LOT 15 AND THE POINT OF BEGINNING.

TOGETHER WITH:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF BLOCK 13 (BEING COINCIDENT WITH THE EAST LINE OF BLOCK 5) AND THE NORTH LINE OF THE SOUTH 170 FEET OF SAID BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N 01°29'33" W ALONG SAID WEST LINE OF BLOCK 13, A DISTANCE OF 415.04 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST ATLANTIC AVENUE (STATE ROAD 806) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 93030-2506, SHEET 4 OF 9, REVISED MARCH 27, 2011; THENCE N 89°19'27" E ALONG SAID RIGHT-OF-WAY LINE, 302.35 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 6th AVENUE; THENCE S 01°32'15" E ALONG SAID RIGHT-OF-WAY LINE, BEING THE EAST LINE OF SAID BLOCK 13, A DISTANCE OF 384.45 FEET; THENCE S 89°19'50" W ALONG THE NORTH LINE OF THE SOUTH 200 FEET OF SAID BLOCK 13, A DISTANCE OF 151.30 FEET; THENCE S 01°31'00" E, 30.61 FEET TO THE NORTH LINE OF THE SOUTH 170 FEET OF SAID BLOCK 13; THENCE S 89°19'27" W ALONG SAID NORTH LINE, 151.36 FEET TO THE WEST LINE OF SAID BLOCK 13 AND THE POINT OF BEGINNING.

SAID LANDS LYING AND SITUATE IN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA, CONTAINING 274,501.22 SQUARE FEET (6.302 ACRES), MORE OR LESS.

Prepared by: RETURN:

Noel Pfeffer, Esq.
City Attorney's Office
200 N.W. 1st Avenue
Delray Beach, FL 33444

LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this 24 day of MARCH, 2016 by between the CITY OF DELRAY BEACH, a municipal corporation and a political subdivision of the State of Florida, with an address of 100 NW 1st Avenue, Delray Beach, Florida 33444 ("City"), and EQUITY DELRAY, LLC, a Florida Limited Liability Company with an address of 5100 PGA Blvd. Bldg. 2-4A, Palm Beach Gardens FL 33418 ("Developer").

WHEREAS, in order to provide landscaping in the City, the City Commission has adopted ordinances setting forth requirements for landscaping; and,

WHEREAS, the Developer has applied to the City for approval of a mixed-use development consisting of 112 dwelling units, 17,267.3 square feet of office, 6,040 square feet of restaurant, and 43,162 square feet of commercial/retail space located on the south side of Atlantic Avenue between SW 6th Avenue and SW 9th Avenue ("Project");

WHEREAS, in order to comply with the City's landscape Ordinance the Developer shall be allowed to install landscaping material in the following areas of public right-of-way ("Public Right-of-Way") pursuant to the terms of this Agreement:

- (1) Along the south side of Atlantic Avenue between SW 6th Avenue and SW 9th Avenue;
- (2) Along the west side of SW 6th Avenue between Atlantic Avenue and the south end of the Project;
- (3) Along the east and west side of SW 7th Avenue between Atlantic Avenue and the south end of the Project;

- (4) Along the east and west side of SW 8th Avenue between Atlantic Avenue and the south end of the Project;
- (5) Along the east side of SW 9th Avenue between Atlantic Avenue and the south end of the Project.

WHEREAS, this Agreement shall in no way be deemed an actual, constructive or any other type of abandonment by the City of the Public Right-of-Way as described above, and,

WHEREAS, the City reserves the right at any time to utilize the Public Right-of-Way for right-of-way purposes; and,

WHEREAS, the public will benefit from the beautification of areas along its streets by the addition of landscaping; and,

WHEREAS, this Agreement is not effective unless the Developer has submitted a landscape plan and it has been approved by the City; and,

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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

2. The Developer shall perform all conditions as required by the City or any Board of the City in conjunction with the site plan and review process for the required installation and maintenance of the landscaping. The subject property, further described in Exhibit "A", shall have an approved landscape plan, Exhibit "B", attached hereto and incorporated herein by reference.

3. The Developer shall be responsible for purchasing and installing all plant, tree, hedge or grass material or any other material as required by the Developer's approved landscaping plan. Developer shall further be responsible for obtaining all permits and approvals from all applicable governmental agencies.

4. The Developer hereby agrees to maintain the plantings in the Public Right-of-Way in accordance with the City's Ordinances and the terms and conditions of this Agreement. The Developer shall be responsible to maintain, which means the proper watering and proper fertilization of all plants and keeping them as free as practicable from disease and harmful insects; to properly mulch the plant beds; to keep the premises free of weeds; to mow and/or cut the grass to a proper height; to properly prune all plants which includes (1) removing dead or diseased parts of plants, or (2) pruning such parts thereof which present a visual hazard for those using the roadway. To maintain also means removing or replacing dead or diseased plants in their entirety, or removing or replacing those that fall below original project standards. All plants removed for whatever reason shall be replaced by plants of the same grade, not necessarily the same plant but of acceptable quality to the City and the Developer, as specified in the original plans and specifications and of a size comparable to those existing at the time of replacement. To maintain also means to keep litter removed from the landscaped areas in the Public Right-of-Way. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, grass, or shrubs.

5. If at any time after the execution of this Agreement by the Developer, it shall come to the attention of the City that the landscaping is not properly maintained pursuant to the terms and conditions of this Agreement then the City may at its option issue a written notice that a deficiency or deficiencies exist, by sending a certified letter to the Developer. Thereafter, the Developer shall have a period of thirty calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the City may at its option, proceed as follows:

- (a) Maintain the landscaping or part thereof, and invoice the Developer for expenses incurred.
- (b) Terminate this Agreement and require the Developer to comply with the City's current Ordinance on landscaping.

(c) Cite the Developer for failure to comply with the City's Ordinances.

6. At all times hereto, the Developer shall own and maintain all landscaping installed in the Public Right-of-Way by the Developer.

7. If for any reason the City decides that it needs the Public Right-of-Way or for any other public purpose this Agreement shall terminate, and the Developer shall be required to comply with the City's current Code of Ordinances regarding landscape requirements. Developer shall remove all landscaping from the Public Right-of-Way within 20 days of such notification, if so requested by the City.

8. Developer shall at all times hereafter indemnify, hold harmless and at the City's option, defend or pay for an attorney selected by the City Attorney to defend City its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional or negligent act of, or omission of, Developer, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action or demand, Developer shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend City. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

9. This Agreement shall constitute the entire Agreement of the parties with respect to the subject matter of it. 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.

10. This Agreement may not be assigned or transferred by the Developer, in whole or part without the written consent of the City.

11. This Agreement shall be binding on the Parties, their respective heirs, successors, legal representatives, and permitted assigns and shall be recorded in the Public Records of Palm Beach County and shall run with the land.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf this ____ day of _____, 20__.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

City Clerk

By: _____, Mayor

Approved as to legal form
and sufficiency:

City Attorney

WITNESSES:

ROBERT CURRIE
(Print or Type Name)

Jennifer whitely
(Print or Type Name)

EQUITY DELRAY, LLC

JOHN FLYNN
(Print or Type Name)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24 day of MARCH, 2016, by JOHN FLYNN DIRECTOR, as (name of officer or agent, title of officer or agent), of EQUITY DELRAY LLC (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced DRIVER LICENSE (type of identification) as identification.

Signature of Person Taking Acknowledgment

GLORIA DEL SONTRO

6



EXHIBIT "A"
LEGAL DESCRIPTION
(SEE ATTACHED)

LEGAL DESCRIPTION

A RE-PLAT OF A PORTION OF BLOCK 2, AND A PORTION OF THE ALLEY, BELAIR HEIGHTS AS RECORDED IN PLAT BOOK 20, PAGE 45 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; A RE-PLAT OF A PORTION OF MYRICK SUBDIVISION AS RECORDED IN PLAT BOOK 10, PAGE 79 OF SAID PUBLIC RECORDS; A RE-PLAT OF A PORTION OF LOT 9, SUBDIVISION OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST AS RECORDED IN PLAT BOOK 1, PAGE 4 OF SAID PUBLIC RECORDS; A RE-PLAT OF A PORTION OF BLOCK 5 AND THE ALLEY, SUBDIVISION OF BLOCK 5, DELRAY BEACH AS RECORDED IN PLAT BOOK 23, PAGE 72 OF SAID PUBLIC RECORDS; AND A RE-PLAT OF THE ALLEY, HIATUS AND A PORTION OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA AS RECORDED IN PLAT BOOK 1, PAGE 3 OF SAID PUBLIC RECORDS; SITUATE IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, IN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

LOT A, BLOCK 2, BELAIR HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

WEST 80 FEET OF THE EAST 300 FEET OF THE SOUTH 130 FEET OF THE NORTH 145 FEET OF LOT 9, SUBDIVISION OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 4, LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA IN O.R. BOOK 1049, PAGE 533, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 4 AND 5, SUBDIVISION OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, A/K/A MYRICK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 79, LESS THE RIGHT-OF-WAY FOR STATE ROAD 806 AS RECORDED IN O.R. BOOK 1061, PAGE 338, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

ALL OF LOT 3, TOGETHER WITH THE WEST FIVE (5) FEET OF LOT 2, IN SUBDIVISION OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF

SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, A/K/A MYRICK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 79, LESS THE RIGHT-OF-WAY FOR STATE ROAD 806 AS RECORDED IN O.R. BOOK 1078, PAGE 309, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID TRACT BEING SUBJECT TO A RIGHT-OF-WAY TAKEN FOR ATLANTIC AVENUE (STATE ROAD NO. S-806) BY STATE OF FLORIDA DEPARTMENT ACCORDING TO THE RIGHT-OF-WAY MAP APPROVED BY THE STATE HIGHWAY ENGINEER ON OCTOBER 22, 1962, SECTION 93550-2601, SHEET 6 OF 8.

TOGETHER WITH:

EAST FORTY-FIVE (45) FEET OF LOT 2, IN SUBDIVISION OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, A/K/A MYRICK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 79, LESS THE RIGHT-OF-WAY FOR STATE ROAD 806 AS RECORDED IN O.R. BOOK 1078, PAGE 309, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID TRACT BEING SUBJECT TO A RIGHT-OF-WAY TAKEN FOR ATLANTIC AVENUE (STATE ROAD NO. S-806) BY STATE OF FLORIDA DEPARTMENT ACCORDING TO THE RIGHT-OF-WAY MAP APPROVED BY THE STATE HIGHWAY ENGINEER ON OCTOBER 22, 1962, SECTION 93550-2601, SHEET 6 OF 8.

TOGETHER WITH:

LOT 1, IN SUBDIVISION OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, A/K/A MYRICK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 79, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. LESS THAT PORTION OF SAID LOT CONVEYED FOR ROAD RIGHTS-OF-WAY.

TOGETHER WITH:

SOUTH 50 FEET OF THE NORTH 195 FEET OF THE EAST 147 FEET OF THE EAST HALF OF LOT 9, SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 4, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SUBJECT TO AN EASEMENT OVER THE NORTH 10 FEET OF TRACT AS RECORDED IN OFFICIAL RECORDS BOOK 1006, PAGE 262, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND RIGHT-OF-WAY FOR S.W 8TH AVENUE.

TOGETHER WITH:

LOTS 1, 2, 3 AND 4, BLOCK 2, BELAIR HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 12 AND 13, SUBDIVISION OF BLOCK 5, DELRAY BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT 15, SUBDIVISION OF BLOCK 5, DELRAY BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT 21, SUBDIVISION OF BLOCK 5, DELRAY BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT 22, SUBDIVISION OF BLOCK 5, DELRAY BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT 23, SUBDIVISION OF BLOCK 5, DELRAY BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT 24, SUBDIVISION OF BLOCK 5, DELRAY BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
TOGETHER WITH:

SOUTH 100 FEET OF THE NORTH 120 FEET OF THE WEST 135 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA (ALSO DESCRIBED AS LOT 1, IN BLOCK 13).

TOGETHER WITH:

SOUTH 65 FEET OF THE NORTH 185 FEET OF THE WEST 135 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

COMMENCING 185 FEET SOUTH OF THE NORTHWEST CORNER OF BLOCK 13 FOR A POINT OF BEGINNING: THENCE EAST 135 FEET; THENCE SOUTH 50 FEET; THENCE WEST 135 FEET; THENCE NORTH 50 FEET TO THE POINT OF BEGINNING, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

SOUTH 50 FEET OF THE NORTH 285 FEET OF THE WEST 135 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

SOUTH 50 FEET OF THE NORTH 335 FEET OF THE WEST 135 OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

COMMENCING 335 FEET SOUTH FROM THE NORTHWEST CORNER OF BLOCK 13 FOR A POINT OF BEGINNING; THENCE EAST 135 FEET; THENCE SOUTH 50 FEET; THENCE WEST 135 FEET; THENCE NORTH 50 FEET TO THE POINT OF BEGINNING, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

SOUTH 50 FEET OF THE NORTH 435 FEET OF THE WEST 135 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

THE SOUTH 50 FEET OF THE NORTH 150 FEET OF THE EAST 135 FEET OF BLOCK 13, AND THE SOUTH 80 FEET OF THE NORTH 100 FEET OF THE EAST 150 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND COMMENCE 150 FEET SOUTH OF THE NORTHEAST CORNER OF BLOCK 13 FOR THE POINT OF BEGINNING; THENCE WEST 135 FEET; THENCE SOUTH 50 FEET; THENCE EAST 135 FEET; THENCE NORTH 50 FEET TO THE POINT OF BEGINNING, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, AND SOUTH 50 FEET OF NORTH 250 FEET OF THE EAST 135 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, AND COMMENCING 250 FEET SOUTH FROM THE NORTHEAST CORNER OF BLOCK 13 FOR A POINT OF BEGINNING; THENCE WEST 135 FEET; THENCE SOUTH 50 FEET; THENCE EAST 135 FEET; THENCE NORTH 50 FEET TO THE POINT OF BEGINNING, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

COMMENCING TWO HUNDRED FIFTY (250) FEET NORTH FROM THE SOUTHEAST CORNER OF BLOCK THIRTEEN (13) FOR A POINT OF BEGINNING; THENCE WEST, ONE HUNDRED THIRTY-FIVE (135) FEET; THENCE NORTH, FIFTY (50) FEET; THENCE EAST, ONE HUNDRED THIRTY-FIVE (135) FEET; THENCE SOUTH, FIFTY (50) FEET TO THE POINT OF BEGINNING, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

NORTH 50 FEET OF THE SOUTH 250 FEET OF THE EAST 135 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, AND 11, LESS THE NORTH TWENTY (20) FEET THEREOF, BLOCK 5, SUBDIVISION OF BLOCK 5, DELRAY BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

THE VACATED ALLEY NORTH OF AND ADJACENT TO LOT 1, BLOCK 2, BELAIR HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA..

TOGETHER WITH:

THE WEST HALF OF THE VACATED 14 FOOT AND 16 FOOT ALLEYS EAST OF AND ADJACENT TO LOTS 1 THROUGH 4, BLOCK 2, BELAIR HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

THE VACATED 14 FOOT ALLEY WEST OF AND ADJACENT TO THE SOUTH 50 FEET OF THE NORTH 195 FEET OF THE EAST 147 FEET OF THE EAST ONE-HALF OF LOT 9, BLOCK 2, SUBDIVISION OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1,

PAGE 4 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING NORTHERLY OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1, BLOCK 2, BELAIR HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 4, OF SAID PUBLIC RECORDS

TOGETHER WITH:

THE EAST HALF OF THE VACATED 14 FOOT ALLEY WEST OF AND ADJACENT TO THE SOUTH 50 FEET OF THE NORTH 195 FEET OF THE EAST 147 FEET OF THE EAST ONE-HALF OF LOT 9, BLOCK 2, SUBDIVISION OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 4 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING SOUTHERLY OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1, BLOCK 2, BELAIR HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 4, OF SAID PUBLIC RECORDS.

TOGETHER WITH:

THE VACATED 16 FOOT EAST-WEST ALLEY OF BLOCK 5, SUBDIVISION OF BLOCK 5, DELRAY BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGE 72 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

THE VACATED ALLEY IN THE 600 BLOCK:
ALL OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LESS THE NORTH 20 FEET THEREOF AND THE SOUTH 170 FEET THEREOF, LESS THE WEST 135.0 FEET THEREOF, LESS THE EAST 135.0 FEET THEREOF AND LESS THE EAST 150 FEET OF THE NORTH 100.0 FEET THEREOF.

LESS THE EAST 16.33 FEET OF THE SOUTH 30.61 FEET OF THE ABOVE DESCRIBED DESCRIPTION OF THE ALLEY.

TOGETHER WITH:

A HIATUS AREA DESCRIBED AS:

THE EAST 135.0 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LESS THE NORTH 300.0 FEET AND LESS THE SOUTH 300.0 FEET THEREOF.

ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 2, BELAIR HEIGHTS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 45 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N 01°21'49" W ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 9th AVENUE, 290.03 FEET TO A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, AND A CENTRAL ANGLE OF 91°46'40"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 40.05 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST ATLANTIC AVENUE (STATE ROAD 806) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 93030-2506, SHEET 4 OF 9, REVISED MARCH 27, 2011; THENCE S 89°35'09" E ALONG SAID RIGHT-OF-WAY LINE, 264.51 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 8th AVENUE; THENCE S 01°26'33" E ALONG SAID RIGHT-OF-WAY LINE, 132.05 FEET; THENCE S 89°32'40" W, 129.07 FEET; THENCE S 01°25'51" E, 94.99 FEET; THENCE N 89°32'40" E, 1.00 FOOT; THENCE S 01°25'51" E, 84.26 FEET; THENCE S 89°30'13" W ALONG THE SOUTH LINE OF SAID LOT 4 AND ITS EASTERLY EXTENSION, 162.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 9th AVENUE, BEING THE SOUTHWEST CORNER OF SAID LOT 4 AND THE POINT OF BEGINNING.

TOGETHER WITH:

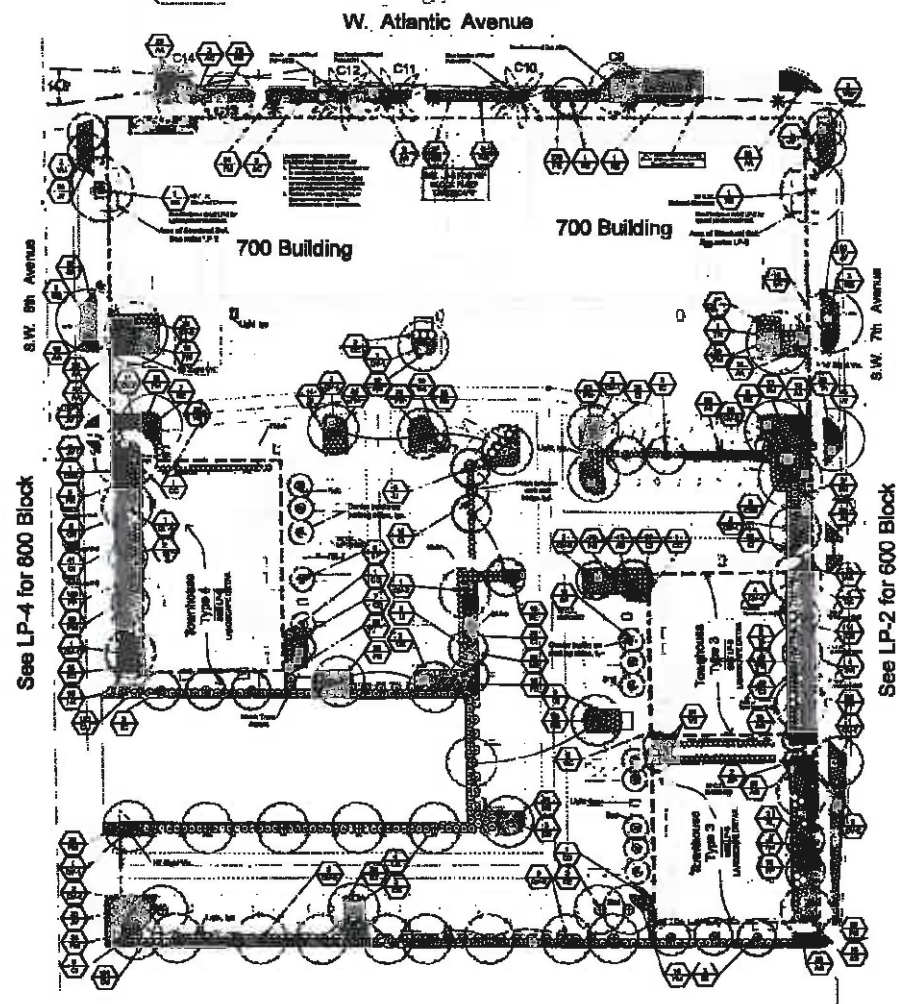
BEGINNING AT THE SOUTHWEST CORNER OF LOT 15, BLOCK 5, SUBDIVISION OF BLOCK 5, DELRAY BEACH ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N 01°26'33" W ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 8th AVENUE, 50.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 15; THENCE N 89°19'27" E ALONG THE NORTH LINE OF SAID LOT, 138.40 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE N 01°29'33" W, 50.00 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 5 OF SAID SUBDIVISION OF BLOCK 5, DELRAY BEACH; THENCE S 89°19'27" W, ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 138.35 FEET TO THE SOUTHWEST CORNER OF SAID LOT, BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 8th AVENUE; THENCE N 01°26'33" W ALONG SAID EAST RIGHT-OF-WAY LINE, 234.20

FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST ATLANTIC AVENUE (STATE ROAD 806) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 93030-2506, SHEET 4 OF 9, REVISED MARCH 27, 2011; THENCE N 89°19'27" E ALONG SAID RIGHT-OF-WAY LINE, 277.15 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 7th AVENUE; THENCE S 01°29'33" E ALONG SAID RIGHT-OF-WAY LINE, 334.20 FEET; THENCE S 89°19'27" W ALONG THE SOUTH LINE OF LOTS 15 AND 24, OF SAID BLOCK 5, A DISTANCE OF 277.44 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 8th AVENUE, BEING THE SOUTHWEST CORNER OF SAID LOT 15 AND THE POINT OF BEGINNING.

TOGETHER WITH:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF BLOCK 13 (BEING COINCIDENT WITH THE EAST LINE OF BLOCK 5) AND THE NORTH LINE OF THE SOUTH 170 FEET OF SAID BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N 01°29'33" W ALONG SAID WEST LINE OF BLOCK 13, A DISTANCE OF 415.04 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST ATLANTIC AVENUE (STATE ROAD 806) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 93030-2506, SHEET 4 OF 9, REVISED MARCH 27, 2011; THENCE N 89°19'27" E ALONG SAID RIGHT-OF-WAY LINE, 302.35 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 6th AVENUE; THENCE S 01°32'15" E ALONG SAID RIGHT-OF-WAY LINE, BEING THE EAST LINE OF SAID BLOCK 13, A DISTANCE OF 384.45 FEET; THENCE S 89°19'50" W ALONG THE NORTH LINE OF THE SOUTH 200 FEET OF SAID BLOCK 13, A DISTANCE OF 151.30 FEET; THENCE S 01°31'00" E, 30.61 FEET TO THE NORTH LINE OF THE SOUTH 170 FEET OF SAID BLOCK 13; THENCE S 89°19'27" W ALONG SAID NORTH LINE, 151.36 FEET TO THE WEST LINE OF SAID BLOCK 13 AND THE POINT OF BEGINNING.

SAID LANDS LYING AND SITUATE IN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA, CONTAINING 274,501.22 SQUARE FEET (6.302 ACRES), MORE OR LESS.



Date: _____
 Drawn: _____
 Approved: _____
 Title: _____



CURRIE SOWARDS
 AGUILA
 architects

UPTOWN
 ATLANTIC

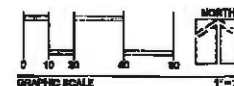
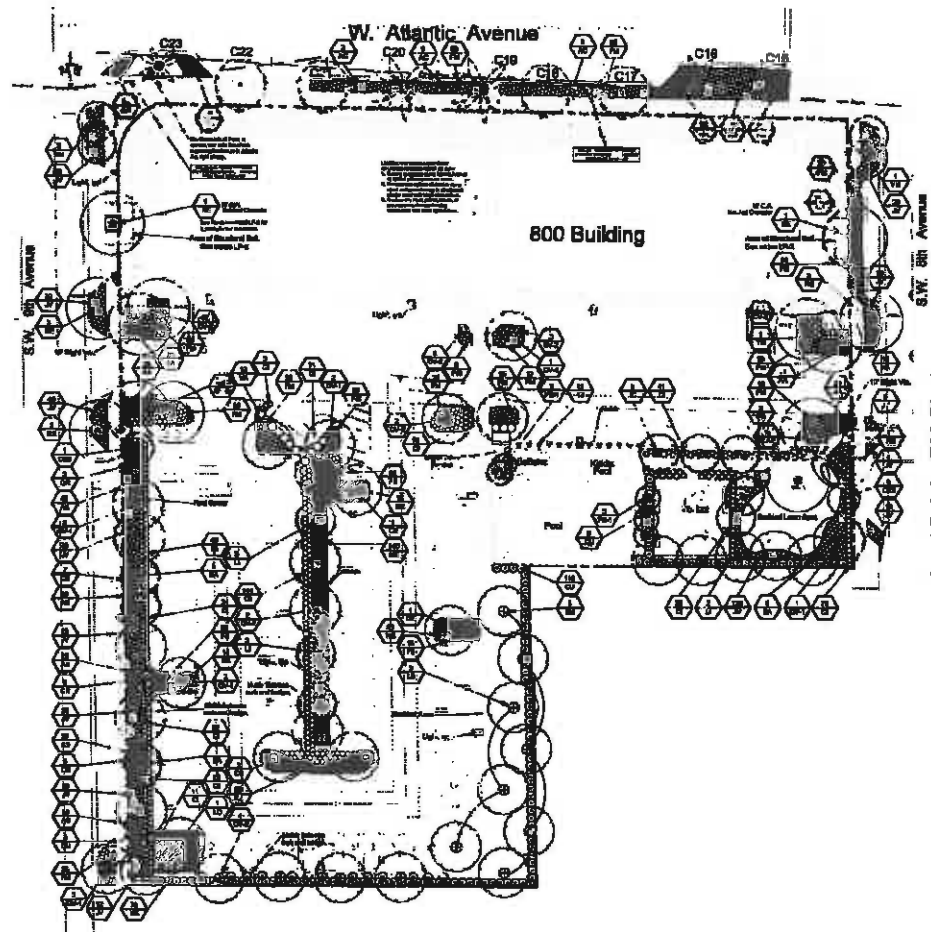
UPTOWN
 ATLANTIC

UPTOWN
 ATLANTIC

UPTOWN
 ATLANTIC

LANDSCAPE
 PLAN
 700 Block

LP-3
 OF 3



Covell
Design
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121108



Architects, Planning,
Interior, &
Exterior Design
ARCHITECTS
1000 ATLANTIC AVENUE, SUITE 100
N. MIAMI BEACH, FL 33136
TEL: 305.358.1000
WWW.CSAGUILA.COM

PROJECT
LOCATION
DATE

DESIGNED BY
CURRIE SOWARDS AGUILA ARCHITECTS

PROJECT TITLE
UPTOWN
ATLANTIC

800, 700, 600 BLOCK
W. ATLANTIC AVENUE
MIAMI BEACH, FL

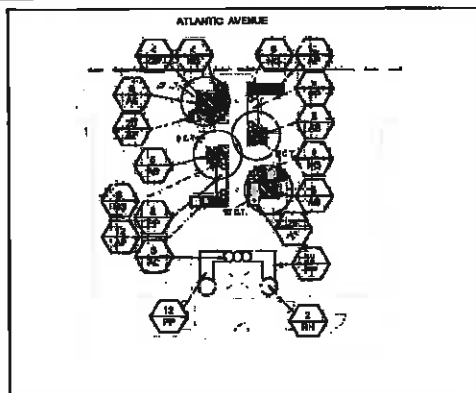
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DATE: 03-06-2015
LANDSCAPE
PLAN
800 Block

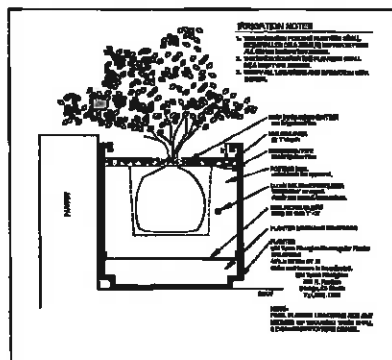
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LP-4
OF 6

SPRAB 03-06-2015



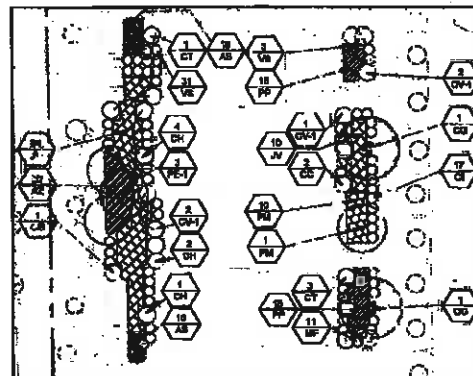
DETAIL - 700 Block - PLAZA
See LP-1 for Plant Key



DETAIL - 600 Building Roof Planters
See LP-6 for Locations, Plant Type, & Quantity

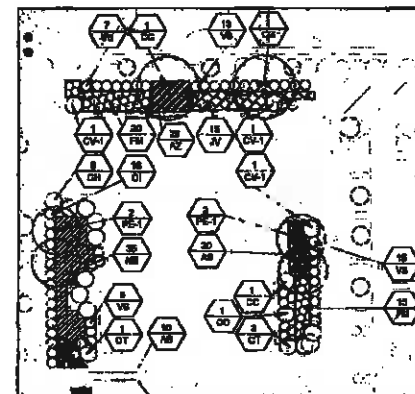
NOTE
Overall landscape plant quantities for these detail areas are included in Plant Key, see LP-1.

- TOWNHOUSE COURTYARDS NOTES**
1. See Landscape Plan LP-2, LP-3, & LP-4 for north and south plantings adjacent to townhouse buildings.
 2. Coordinate typical courtyard plantings with adjacent plantings.
 3. Coordinate typicals with underground utilities.



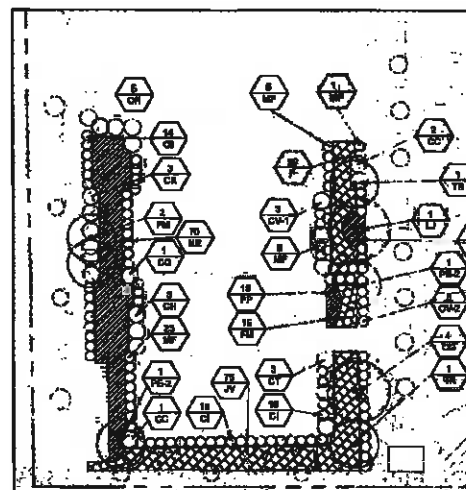
DETAIL - Type 2 TOWNHOUSE COURTYARDS

See LP-1 for Plant Key
See LP-2 for surrounding area
TWO buildings total



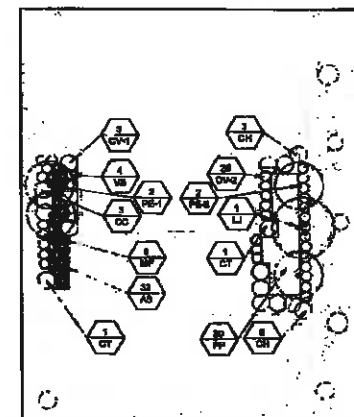
DETAIL - Type 1 TOWNHOUSE COURTYARDS

See LP-1 for Plant Key
See LP-2 for surrounding area
ONE building total



DETAIL - Type 4 TOWNHOUSE COURTYARDS

See LP-1 for Plant Key
See LP-2 for surrounding area
ONE building total



DETAIL - Type 3 TOWNHOUSE COURTYARDS

See LP-1 for Plant Key
See LP-2 for surrounding area
TWO buildings total



Overall Design
Architectural Firm
Landscape Architecture
11000 Florida Avenue, Suite 100
Miami, FL 33156
Phone: (305) 555-1234
Fax: (305) 555-1235



Currie Sowards Aguila
Architects, Inc.

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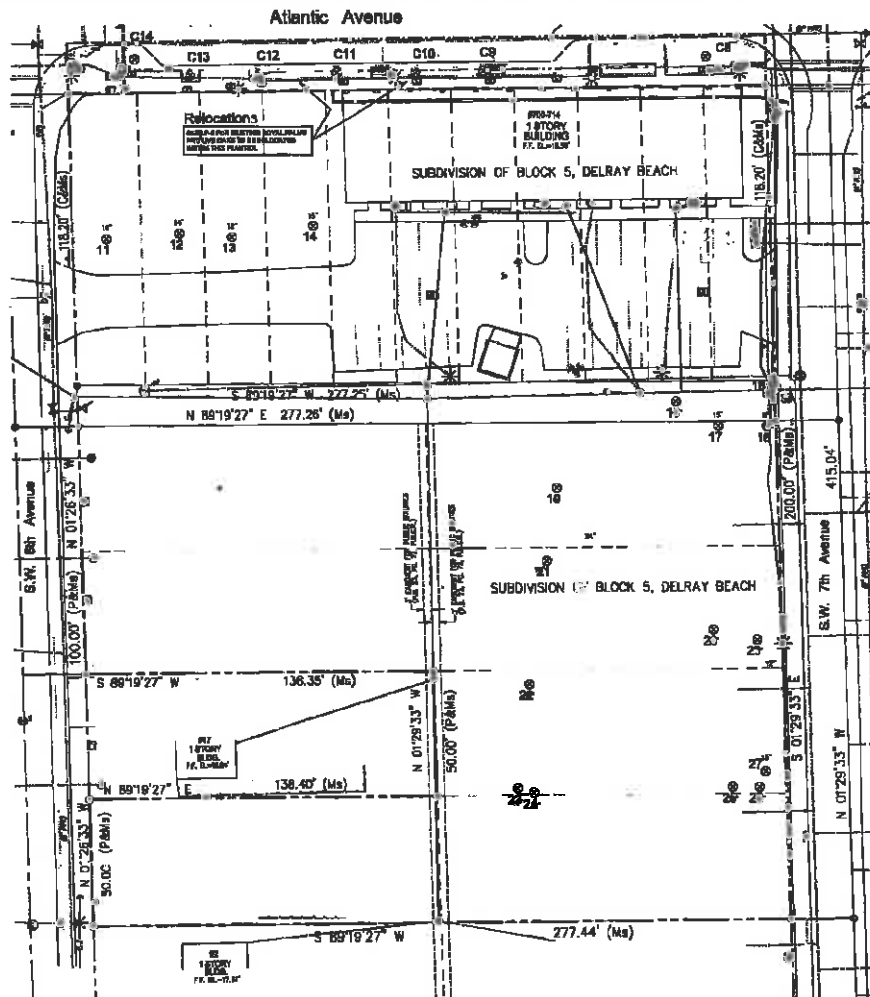
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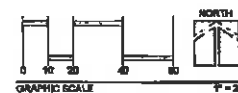
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**700 BLOCK
EXISTING TREE LOCATIONS**


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This plan is based on a Boundary & Topographic Survey prepared by Avorn & Assoc., Inc., dated 07-23-2014



Currie Sowards
 Architects
 12111 DE
 305 494 7500



Architecture, Planning,
 Interiors, &
 Sustainable Design
 ARCHITECTS
 12111 DE AVE, SUITE 200, FORT LAUDERDALE, FL 33304
 305.494.7500

PROJECT NO.:
 15-0001

CONSTRUCTION
 SET

PREPARED BY:
 CURRIE SOWARDS ARCHITECTS

PROJECT TITLE:
 UPTOWN ATLANTIC

600, 700, 800 BLOCK
 700 ATLANTIC AVENUE
 DELRAY BEACH, FL

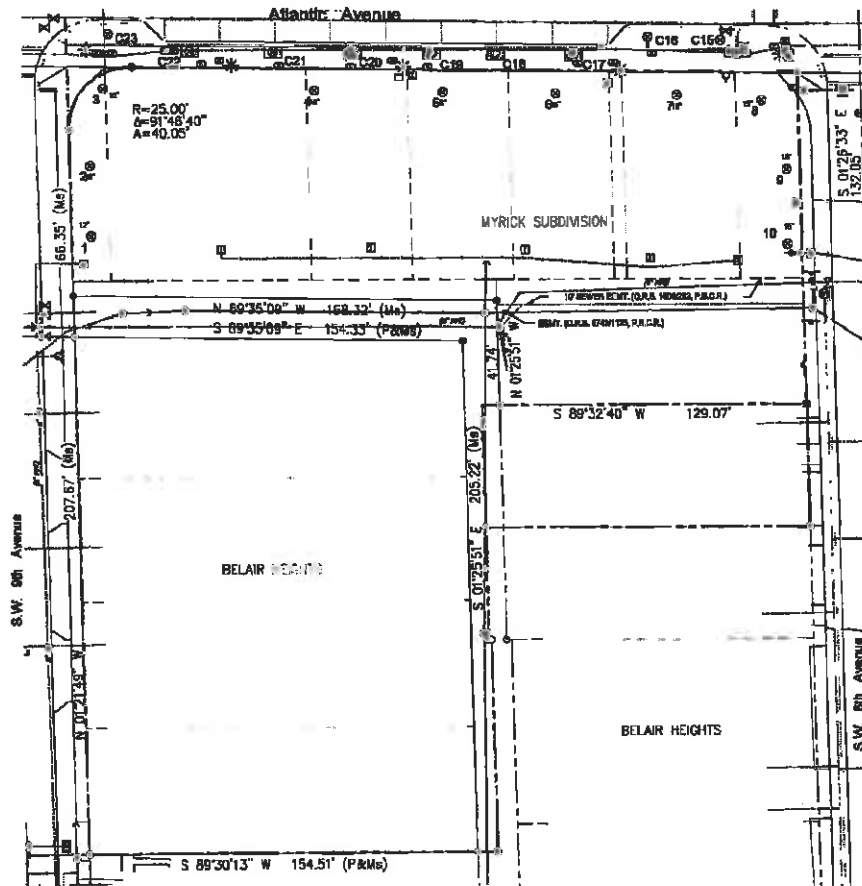
THIS PLAN IS A PRELIMINARY
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 THE CITY OF DELRAY BEACH
 PLANNING DEPARTMENT

TREE
 PRESERVATION
 PLAN
 700 Block

DATE: 03/05/2015
 DRAWN BY: SET
 CHECKED BY: 12111 DE
 305 494 7500

TP-2
 OF 3

SPRAB 03-06-2015



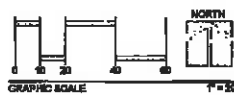
**800 BLOCK
EXISTING TREE LOCATIONS**



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This plan based on a Boundary & Topographic Survey prepared by Arcon & Arcon, Inc., dated 07-25-2014



Curran Design
A Curran & Associates Inc. firm
Landscape Architecture



Architecture, Planning,
Interior, &
Sustainable Design
ARCHITECTS
1000 S. 10TH AVE., SUITE 100
MIAMI, FL 33130
TEL: 305.375.1000
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PREPARED BY
Curran Design
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PROJECT TITLE
UPTOWN ATLANTIC

800, 700, 600 BLOCK
NE ATLANTIC AVENUE
DELRAY BEACH, FL
Scale: 1"=20'

THIS PLAN IS AN ADVICE ONLY. IT IS NOT A GUARANTEE. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE USER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE INFORMATION PROVIDED.

RELANDSCAPE
**TREE
PRESERVATION
PLAN
800 Block**

DATE: 03/06/2015
DRAWN BY: [Signature]
CHECKED BY: [Signature]
DATE: 03/06/2015
PROJECT: 121108
SHEET: TP-3 OF 3

SPRAB 03-06-2015

Prepared by and
Return to:

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

WORKFORCE HOUSING COVENANT

THIS WORKFORCE HOUSING COVENANT (the "Covenant") is entered into as of the 24 day of MARCH 2016, by the **CITY OF DELRAY BEACH**, a Florida Municipal Corporation, (referred to herein as "City"), and **EQUITY DELRAY, LLC** (referred to herein as "Developer", which term shall include any successor to Developer as owner of the entire Development).

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 – West Atlantic Neighborhood Sub-district in Delray Beach, Florida, and more particularly described in Exhibit "A" which is attached hereto and incorporated by reference herein (the "Real Property"). Developer has agreed to provide Units which comply with the Affordable Housing Program within the residential development project ("Development") to be constructed on the Real Property.

C. Pursuant to the City's Affordable Housing Program, LDR Section 4.4.13(I)(1), residential development in the Central Business District – West Atlantic Neighborhood Sub-district above twelve (12) dwelling units per acre must include a minimum of Twenty Percent (20%) Workforce 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 prior approval by City of one hundred twelve (112) total dwelling units, the Developer agrees, as part of the Development, to provide the following Workforce Housing Units: Four (4) one (1) bedroom units (one (1) low income and three (3) moderate income), seventeen (17) two (2) bedroom units (five (5) low income and twelve (12) moderate income), and one (1) three (3) bedroom unit (moderate income).

D. Pursuant to Article 4.7 of the Regulations, the Developer has agreed to enter into this Covenant to provide for Units within the Development which meet the Affordable Housing Program and which Covenant is to be recorded against the Real Property in the Public Records of Palm Beach County, Florida.

E. This Covenant shall apply and be enforceable against Developer 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 applicable 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 housing development 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 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 within the Development by an Eligible Occupant.

1.7. **Exempt Transfer** – A Transfer of all of the Development, as opposed to a Transfer of one or more individual Units that are separate from a Transfer of the entire Development.

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

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

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

1.11. **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.

1.12. **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.

1.13. **Purchase Price or Sales Price** -All consideration paid for the Transfer of a 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.

1.14. **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 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 Unit Owner retains title.

1.15. **Unit** - A single family, condominium, townhouse, or apartment dwelling located in the Development.

1.16. **Unit Owner** -The record title owner at any time of a Unit.

1.17. **Workforce Housing Unit or Workforce Unit** - A Unit for which the rent or mortgage payment (including principal, interest, taxes and insurance ("P.I.T.I.")) does not exceed 35% of the gross income of households that classify as a Low Income Household or as a Moderate Income Household and meets the other requirements of the Affordable Housing Program.

II. RENTAL OF UNITS

2.1. The Development shall be subject to this Covenant, and each lessee shall be an Eligible Occupant, except as provided in Section 2.5 below.

2.2. In no event shall any Unit in the Development be used for transient, interval or timeshare rental or ownership.

2.3. At all times, the Units in the Development above the thirty (30) dwelling units per acre must include a minimum of 20% Workforce Units to be reserved for occupancy by Eligible Occupants. However, the Developer shall be under no obligation to rent a Unit to any particular Eligible Occupant and may use its standard underwriting criteria to qualify all Eligible Occupants.

2.3.1. Workforce Housing Units targeted to Low Income Households at 61% to the 80% affordability level of the Palm Beach County median income, adjusted for family size, shall not have rental rates that exceed the 120% rent limit for the area (as defined by the Florida Housing Finance Corporation) as published more specifically in "Rent Limits Florida Housing Finance Corporation State Housing Initiatives Program (SHIP)" table for West Palm Beach – Boca Raton HMFA (Palm Beach) area.

2.3.2. Workforce Housing Units targeted to Moderate Income Households at 81% to the 120% affordability level of the Palm Beach County median income, adjusted for family size, shall not have rental rates that exceed the 140% rent limit for the area (as defined by the Florida Housing Finance Corporation) as published more specifically in "Rent Limits Florida Housing Finance Corporation State Housing Initiatives Program (SHIP)" table for West Palm Beach – Boca Raton HMFA (Palm Beach) area

2.3.3. No Workforce Housing Units shall be offered for rent to the general public until all requirements of this Covenant are met.

2.3.4 No efficiency or studio type Workforce Housing Units are allowed.

2.4. The Developer shall provide Workforce Housing Units that include Unit types in the same proportion as the market rate housing Unit types within the Development. The following conditions must be met:

2.4.1. The proportion of one (1) bedroom Workforce Units to total Workforce Units may not exceed the proportion of one (1) bedroom market rate Units to total market rate Units.

2.4.2. The proportion of two (2) bedroom Workforce Units to Total Workforce Units may not exceed the proportion of two (2) bedroom market rate Units to total market rate Units.

2.4.3. The proportion of three (3) bedroom Workforce Units to total Workforce Units must meet or exceed the proportion of three (3) bedroom market rate Units to total market rate Units, unless four plus (4+) bedroom Workforce Units are provided.

2.4.4. The proportion of four plus (4+) bedroom Workforce Units to total Workforce Units must meet or exceed the proportion of four plus 4+ bedroom market rate Units to total market rate Units.

2.4.5. If the Development contains a mix of different types of Units, (e.g. condominium, townhouse, detached, etc), the proportion of Workforce Units of each type to total Workforce Units must be approximately the same as the proportion of market rate Units of each type to total market rate Units.

2.4.6. If the development includes both "For Sale" and "For Rent" Units, the proportion of "For Rent" Workforce Units to "For Sale" Workforce Units must not exceed the proportion of "For Rent" market rate Units to "For Sale" market rate Units; provided however if the Workforce Housing Units are funded under Florida Housing Finance Corporation's Housing Credit or SAIL Programs, the proportionality requirement herein stated shall not apply if the Development provides at least twenty percent (20%) the Units in the Development above the thirty (30) dwelling units per acre of the "For Sale" Units as Workforce Housing Units.

2.4.7. The total number of Units in the Project, including both Workforce Units and market rate Units, are based on the certified site plan for the Development.

2.5. Workforce Housing Units offered for rental shall be marketed continuously as Workforce Housing Units. In the unlikely event that, notwithstanding the marketing efforts of Developer, the total number of occupied Workforce Housing Unit(s) does not equal 100% of the Workforce Units required for the Development and, as to Workforce Units which have remained vacant for 45 days or more due to a lack of Eligible Occupants, those units may be rented to non-eligible occupants at market rents: provided that the Developer shall pay to the Delray Beach Housing Trust Fund (DBHTF) at the end of each calendar year any rents actually received from the non-eligible occupants of the Workforce Housing Units for that year in excess of the rents that would have been received from Eligible Occupants for such Workforce Housing Units based on workforce rents at the time of signing the lease ("Excess Rental Payments"). Excess Rental Payments shall accrue only for periods in which the required 100% is not satisfied. No later than 20 days following the end of the month, the Developer shall provide the DBHTF with a monthly statement highlighting those units which require Excess Rental Payments. No later than 30 days following the end of the year, the Developer shall provide the DBHTF with an annual statement. The Workforce Housing Units rented to non-eligible occupants will be considered a Workforce Housing Unit. If less than 100% of the total number of Workforce Housing Units required for the Development are occupied with Eligible Occupants, then each subsequent vacant unit shall be marketed to Workforce Housing eligible applicants pursuant to an approved

marketing and advertising plan until all required Workforce Housing Units are rented to Eligible Occupants.

III. FUTURE SALE OF WORKFORCE HOUSING UNITS

3.1. Should Units be offered for sale in the future in accordance with Florida Condominium Law, only deeds of those Units to be sold as Workforce Housing Units shall include 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. All deeds to Unit Owners of Workforce Housing Units (except for a deed for an Exempt Transfer) shall provide that the Delray Beach Community Land Trust, Inc., a Florida not-for-profit corporation ("DBCLT") shall have the right of first refusal to purchase the Workforce Housing Unit on the same terms and conditions as a prospective buyer. Developer and/or the owner of the Workforce Housing Unit shall notify the DBCLT and the City in writing within five (5) days after the Developer's or the Unit Owner's acceptance of a contract for sale and purchase (except for an Exempt Transfer) and shall include in the notice a true and correct copy of the contract. The DBCLT shall have fifteen (15) business days after receipt of the written notice and contract to exercise its right to purchase the Unit on the same terms as stated in the contract, except as stated herein. The DBCLT shall deliver written notice of its exercise to purchase the Workforce Housing Unit to the Developer/Unit Owner within ten (10) business days after the receipt by the DBCLT of the Developer's/Unit Owner's written notice. The DBCLT shall close the transaction within thirty (30) business days after its election to exercise its right of first refusal. In the event the DBCLT is not then in existence or no longer qualifies to act on behalf of the City, then the City, its successors and assigns may exercise the right of first refusal.

3.2. All purchasers of Workforce Housing Units (except a purchaser pursuant to an Exempt Transfer) 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 (other than the Developer) shall be required to occupy the Unit. If, during ownership, the Owner is unable to continuously occupy the 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 CRA, or their respective designee.

3.4.1. The maximum sale price of a Workforce Housing Unit (except for an Exempt Transfer) shall be established by the City based upon a formula that considers

the prevailing institutional lender mortgage interest rates, as approved by the City Commission by resolution.

3.5. Except for an Exempt Transfer, 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. At all times, the Units in the Development above the thirty (30) dwelling units per acre must include a minimum of twenty percent (20%) Workforce Units divided between Low Income Households to Moderate Income Households.

3.8. Not less than ten (10) calendar days prior to the closing on any Workforce Housing Unit sale or resale (except for an Exempt Transfer), 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. Developer or owners of a Workforce Housing Unit, respectively, 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 Developer and/or 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 Developer and/or 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 sale of Workforce Housing Units. Each contract for sale and purchase of a Workforce Housing Unit (except for a deed for an Exempt Transfer) shall contain a clause which subjects the proposed transfer to the prior review of the City.

IV. ADDITIONAL RESTRICTIONS

4.1. All Workforce Housing Units constructed or rehabilitated in the Development shall be situated within the Real Property so as not to be in less desirable locations than market rate Units in the Development and shall, on average, be no less accessible to public amenities, such as open space, as the market rate Units.

4.2. Workforce Housing Units shall be integrated within the rest of the Development and shall be compatible in exterior design, appearance, construction, and quality of materials and contain comparable HVAC systems and appliances with market

rate Units and provide them as standard features. All Workforce Housing Units shall contain comparable square footage to the corresponding market rate Unit.

4.3. The construction schedule for Workforce Housing Units shall be consistent with or precede the construction of market rate Units.

4.4. There shall be no lot premiums charged on the Workforce Housing Units which are not otherwise charged for equally situated market rate Units.

4.5. Resale and Subsequent Rentals of Workforce Housing Units. To maintain the availability of Workforce Housing Units which are constructed within the Development, 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 and no more than forty (40) years from the date of recording of this Covenant in the Public Records of Palm Beach County, Florida.
- b. Except for an Exempt Transfer, all Workforce Housing Units must be rented or sold to Eligible Occupants except as otherwise provided in Section 2.5.
- c. If the Units in the Development are part of a condominium, cooperative, homeowners association or similar community, these Covenants shall be incorporated into the governing documents of such community and the governing documents shall be approved by the City Attorney. The governing documents may not be amended without the City's consent.
- d. Workforce Housing Unit resales shall be limited to Households of the same category relative to income.
- e. The sales price of Workforce Housing Units may not exceed the upper limit of affordability for the income category to which the Unit was originally assigned.
- f. 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; or

iv. Exempt Transfers.

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

4.7. No Workforce Housing Unit may be sublet or assigned to a tenant(s) or purchaser(s) whose income exceeds the percent of AMI under which the Unit was originally approved, except as otherwise provided in Section 2.5.

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

4.9. The maximum permitted resale price of a Workforce Housing Unit may not exceed the initial sale price of the Workforce Housing Unit, subject to an increase at the same rate as the Palm Beach County median income has increased from the initial date of purchase.

4.10. 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.

4.11. The forms of the lease, contract for sale (except for an Exempt Transfer), 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.

4.12. To ensure the Developer's compliance with the Affordability Controls and restrictions contained in this Covenant, not later than the tenth (10th) day of each calendar month for every month during the term of this Covenant, Developer shall deliver a written report ("Report") to the City containing such information and documents as the City may require to verify that the Developer is in compliance with this Covenant. The Report shall be current as of the first day of the month in which the Report is delivered to the City. The form of the Report shall be approved by the City Attorney. At a minimum, the Report shall contain the following information and documents with respect to each Workforce Housing Unit:

4.12.1. With respect to Workforce Housing Unit leases:

- a. Name and address of each Unit's Eligible Occupant and member of the Household;
- b. Date lease term commenced;
- c. Date lease term terminates;
- d. Amount of monthly rent due under the lease;
- e. Household income;
- f. Unit address;
- g. Number of bedrooms and baths in each Unit;
- h. Household size;
- i. Whether Unit is occupied or vacant; and
- j. Total number of Workforce Housing Units presently leased;

4.12.2. With respect to Workforce Housing Unit sales:

- a. Total number of Workforce Housing Units listed for sale;
- b. Total number of Workforce Housing Units transferred by the Developer;
- c. Date of each sale closing;
- d. Household size;
- e. Name and address of all Eligible Occupants;
- f. Number of bedrooms and baths in Unit;
- g. A copy of the recorded instrument which transferred the Unit;
- h. Unit address; and
- i. Qualifying Household income.

4.12.3. The Report shall be executed under oath by the Developer or its authorized agent or representative.

4.13. Provided no Units are offered for sale by the Developer and the Developer owns all of the Units in the Development, the Developer may redesignate a Unit as a rental Workforce Housing Unit or redesignate a Unit as a market rate rental Unit provided, at all times, the Units in the Development above the thirty (30) dwelling units per acre must include a minimum of twenty percent (20%) Workforce Units divided between Low Income Households to Moderate Income Households.

4.14. At any reasonable time and from time to time, after first providing the Developer, lessee or such Unit Owner with not less than twenty-four (24) hours advance written notice, except in the case of an emergency, when less advance notice may be given., the City may enter the Development for the purpose of conducting personal interviews and obtaining other information reasonably necessary to verify Developer's compliance with the City's Affordable Housing Program requirements.

4.15. Developer shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances relating to the sale and rental of real property.

4.16. Developer shall promptly notify the City upon the occurrence of an Exempt Transfer.

V. DURATION AND AMENDMENT

5.1. For both sale and rental of Workforce Housing Units, this Covenant shall remain in effect for forty (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 structure containing a Workforce Housing Unit or Units is demolished or destroyed, provided that if demolition or destruction of a structure containing 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 Unit in the structure shall terminate on demolition or destruction.

5.2. Covenant Running With Land. The terms of this Covenant constitute covenants running with the Real Property 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 (including pursuant to an Exempt Transfer), 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 Real Property. 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 Unit Owner(s) (including Developer, should Developer hold a Unit for sale) and the City. An amendment may be effective as to some but not all of the Units, in which event it need only be approved by the Unit Owner(s) of the Unit(s) so affected.

VI. ENFORCEMENT

6.1. Right to Enforce. The City reserves, and Developer, 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) In the event that the City has reasonable cause to believe that the Developer, lessee, occupant, Household or owner of a Workforce Housing Unit is in default of any of the provisions of this Covenant, then the City Manager, or his or her designee, may inspect the Development at any reasonable time and from time to time, after first providing the Developer, lessee or such Unit Owner with not less than twenty-four (24) hours advance written notice, except in the case of an emergency, when less advance notice may be given.

(b) 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 in the Development, 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), 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.

(c) 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.

(d) 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 default that was due to misrepresentation or other wrongful act of an occupant. 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.

(e) 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, except for the DBCLT which shall be an intended third party beneficiary of this Covenant with respect to its right of first refusal.

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. 1st Avenue
Delray Beach, Florida 33444
Attention: City Manager

With a copy to:

City Attorney
City of Delray Beach
200 N. W. 1st Avenue
Delray Beach, Florida 33444

Notices to the Developer shall be sent to:

Equity Delray, LLC
5100 PGA Blvd. Bldg. 2-4A,
Palm Beach Gardens FL 33418
E-mail:

With a copy to:
Michael M. Listick, Esq.
c/o Listick & Krall
800 Palm Trail #200
Delray Beach, FL 33483

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

Delray Beach Community Land Trust, Inc.
20 North Swinton Avenue
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 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, the Code of Ordinances 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.

CITY OF DELRAY BEACH, a
Florida Municipal Corporation

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

City Clerk

By: _____
Cary D. Glickstein, Mayor

Approved as to legal form
and sufficiency:

City Attorney

Signed, sealed and delivered
in the presence of:

Robert Currie
(Name printed or typed)

Jennifer Whitley
(Name printed or typed)

EQUITY DELRAY, LLC

By: John Flynn
(Name Printed and Title)

STATE OF FLORIDA
COUNTY OF PAIM BEACH

The foregoing instrument was acknowledged before me this 24 day of
MARCH, 2016 by JOHN FLYNN as MANAGING DIRECTOR of
EQUITY DELRAY, LLC, on behalf of the company,
who:

(please check one)

☒ is (are) personally known to me OR
_____ has (have) produced _____

as identification.

My Commission Expires:

Notary Public

Gloria DelSontro

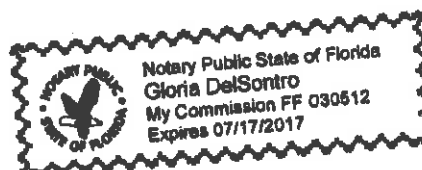


Exhibit "A"

LEGAL DESCRIPTION

A RE-PLAT OF A PORTION OF BLOCK 2, AND A PORTION OF THE ALLEY, BELAIR HEIGHTS AS RECORDED IN PLAT BOOK 20, PAGE 45 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; A RE-PLAT OF A PORTION OF MYRICK SUBDIVISION AS RECORDED IN PLAT BOOK 10, PAGE 79 OF SAID PUBLIC RECORDS; A RE-PLAT OF A PORTION OF LOT 9, SUBDIVISION OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST AS RECORDED IN PLAT BOOK 1, PAGE 4 OF SAID PUBLIC RECORDS; A RE-PLAT OF A PORTION OF BLOCK 5 AND THE ALLEY, SUBDIVISION OF BLOCK 5, DELRAY BEACH AS RECORDED IN PLAT BOOK 23, PAGE 72 OF SAID PUBLIC RECORDS; AND A RE-PLAT OF THE ALLEY, HIATUS AND A PORTION OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA AS RECORDED IN PLAT BOOK 1, PAGE 3 OF SAID PUBLIC RECORDS; SITUATE IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, IN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

LOT A, BLOCK 2, BELAIR HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

WEST 80 FEET OF THE EAST 300 FEET OF THE SOUTH 130 FEET OF THE NORTH 145 FEET OF LOT 9, SUBDIVISION OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 4, LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA IN O.R. BOOK 1049, PAGE 533, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 4 AND 5, SUBDIVISION OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, A/K/A MYRICK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 79, LESS THE RIGHT-OF-WAY FOR STATE ROAD 806 AS RECORDED IN O.R. BOOK 1061, PAGE 338, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

ALL OF LOT 3, TOGETHER WITH THE WEST FIVE (5) FEET OF LOT 2, IN SUBDIVISION OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, A/K/A MYRICK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 79, LESS THE RIGHT-OF-WAY FOR STATE ROAD 806 AS RECORDED IN O.R. BOOK 1078, PAGE 309, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID TRACT BEING SUBJECT TO A RIGHT-OF-WAY TAKEN FOR ATLANTIC AVENUE (STATE ROAD NO. S-806) BY STATE OF FLORIDA DEPARTMENT ACCORDING TO THE RIGHT-OF-WAY MAP APPROVED BY THE STATE HIGHWAY ENGINEER ON OCTOBER 22, 1962, SECTION 93550-2601, SHEET 6 OF 8.

TOGETHER WITH:

EAST FORTY-FIVE (45) FEET OF LOT 2, IN SUBDIVISION OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, A/K/A MYRICK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK

10, PAGE 79, LESS THE RIGHT-OF-WAY FOR STATE ROAD 806 AS RECORDED IN O.R. BOOK 1078, PAGE 309, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID TRACT BEING SUBJECT TO A RIGHT-OF-WAY TAKEN FOR ATLANTIC AVENUE (STATE ROAD NO. S-806) BY STATE OF FLORIDA DEPARTMENT ACCORDING TO THE RIGHT-OF-WAY MAP APPROVED BY THE STATE HIGHWAY ENGINEER ON OCTOBER 22, 1962, SECTION 93550-2601, SHEET 6 OF 8.

TOGETHER WITH:

LOT 1, IN SUBDIVISION OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, A/K/A MYRICK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 79, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. LESS THAT PORTION OF SAID LOT CONVEYED FOR ROAD RIGHTS-OF-WAY.

TOGETHER WITH:

SOUTH 50 FEET OF THE NORTH 195 FEET OF THE EAST 147 FEET OF THE EAST HALF OF LOT 9, SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 4, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SUBJECT TO AN EASEMENT OVER THE NORTH 10 FEET OF TRACT AS RECORDED IN OFFICIAL RECORDS BOOK 1006, PAGE 262, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND RIGHT-OF-WAY FOR S.W 8TH AVENUE.

TOGETHER WITH:

LOTS 1, 2, 3 AND 4, BLOCK 2, BELAIR HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 12 AND 13, SUBDIVISION OF BLOCK 5, DELRAY BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT 15, SUBDIVISION OF BLOCK 5, DELRAY BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT 21, SUBDIVISION OF BLOCK 5, DELRAY BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT 22, SUBDIVISION OF BLOCK 5, DELRAY BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT 23, SUBDIVISION OF BLOCK 5, DELRAY BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT 24, SUBDIVISION OF BLOCK 5, DELRAY BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

SOUTH 100 FEET OF THE NORTH 120 FEET OF THE WEST 135 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA (ALSO DESCRIBED AS LOT 1, IN BLOCK 13).

TOGETHER WITH:

SOUTH 65 FEET OF THE NORTH 185 FEET OF THE WEST 135 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

COMMENCING 185 FEET SOUTH OF THE NORTHWEST CORNER OF BLOCK 13 FOR A POINT OF BEGINNING: THENCE EAST 135 FEET; THENCE SOUTH 50 FEET; THENCE WEST 135 FEET; THENCE NORTH 50 FEET TO THE POINT OF BEGINNING, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

SOUTH 50 FEET OF THE NORTH 285 FEET OF THE WEST 135 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

SOUTH 50 FEET OF THE NORTH 335 FEET OF THE WEST 135 OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

COMMENCING 335 FEET SOUTH FROM THE NORTHWEST CORNER OF BLOCK 13 FOR A POINT OF BEGINNING: THENCE EAST 135 FEET; THENCE SOUTH 50 FEET; THENCE WEST 135 FEET; THENCE NORTH 50 FEET TO THE POINT OF BEGINNING, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS

RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

SOUTH 50 FEET OF THE NORTH 435 FEET OF THE WEST 135 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

THE SOUTH 50 FEET OF THE NORTH 150 FEET OF THE EAST 135 FEET OF BLOCK 13, AND THE SOUTH 80 FEET OF THE NORTH 100 FEET OF THE EAST 150 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND COMMENCE 150 FEET SOUTH OF THE NORTHEAST CORNER OF BLOCK 13 FOR THE POINT OF BEGINNING; THENCE WEST 135 FEET; THENCE SOUTH 50 FEET; THENCE EAST 135 FEET; THENCE NORTH 50 FEET TO THE POINT OF BEGINNING, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, AND SOUTH 50 FEET OF NORTH 250 FEET OF THE EAST 135 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, AND COMMENCING 250 FEET SOUTH FROM THE NORTHEAST CORNER OF BLOCK 13 FOR A POINT OF BEGINNING; THENCE WEST 135 FEET; THENCE SOUTH 50 FEET; THENCE EAST 135 FEET; THENCE NORTH 50 FEET TO THE POINT OF BEGINNING, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

COMMENCING TWO HUNDRED FIFTY (250) FEET NORTH FROM THE SOUTHEAST CORNER OF BLOCK THIRTEEN (13) FOR A POINT OF BEGINNING; THENCE WEST, ONE HUNDRED THIRTY-FIVE (135) FEET; THENCE NORTH, FIFTY (50) FEET; THENCE EAST, ONE HUNDRED THIRTY-FIVE (135) FEET; THENCE SOUTH, FIFTY (50) FEET TO THE POINT OF BEGINNING, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

NORTH 50 FEET OF THE SOUTH 250 FEET OF THE EAST 135 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, AND 11, LESS THE NORTH TWENTY (20) FEET THEREOF, BLOCK 5, SUBDIVISION OF BLOCK 5, DELRAY BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

THE VACATED ALLEY NORTH OF AND ADJACENT TO LOT 1, BLOCK 2, BELAIR HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA..

TOGETHER WITH:

THE WEST HALF OF THE VACATED 14 FOOT AND 16 FOOT ALLEYS EAST OF AND ADJACENT TO LOTS 1 THROUGH 4, BLOCK 2, BELAIR HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

THE VACATED 14 FOOT ALLEY WEST OF AND ADJACENT TO THE SOUTH 50 FEET OF THE NORTH 195 FEET OF THE EAST 147 FEET OF THE EAST ONE-HALF OF LOT 9, BLOCK 2, SUBDIVISION OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 4 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING NORTHERLY OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1, BLOCK 2, BELAIR HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 4, OF SAID PUBLIC RECORDS.

TOGETHER WITH:

THE EAST HALF OF THE VACATED 14 FOOT ALLEY WEST OF AND ADJACENT TO THE SOUTH 50 FEET OF THE NORTH 195 FEET OF THE EAST 147 FEET OF THE EAST ONE-HALF OF LOT 9, BLOCK 2, SUBDIVISION OF SECTION 17, TOWNSHIP 46 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 4 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING SOUTHERLY OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1, BLOCK 2, BELAIR HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 4, OF SAID PUBLIC RECORDS.

TOGETHER WITH:

THE VACATED 16 FOOT EAST-WEST ALLEY OF BLOCK 5, SUBDIVISION OF BLOCK 5, DELRAY BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGE 72 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

THE VACATED ALLEY IN THE 600 BLOCK:
ALL OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LESS THE NORTH 20 FEET THEREOF AND THE SOUTH 170 FEET THEREOF, LESS THE WEST 135.0 FEET THEREOF, LESS THE EAST 135.0 FEET THEREOF AND LESS THE EAST 150 FEET OF THE NORTH 100.0 FEET THEREOF.

LESS THE EAST 16.33 FEET OF THE SOUTH 30.61 FEET OF THE ABOVE DESCRIBED DESCRIPTION OF THE ALLEY.

TOGETHER WITH:

A HIATUS AREA DESCRIBED AS:
THE EAST 135.0 FEET OF BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA, NOW CITY OF DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1,

PAGE 3, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LESS THE NORTH 300.0 FEET AND LESS THE SOUTH 300.0 FEET THEREOF.

ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 2, BELAIR HEIGHTS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 45 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N 01°21'49" W ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 9th AVENUE, 290.03 FEET TO A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, AND A CENTRAL ANGLE OF 91°46'40"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 40.05 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST ATLANTIC AVENUE (STATE ROAD 806) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 93030-2506, SHEET 4 OF 9, REVISED MARCH 27, 2011; THENCE S 89°35'09" E ALONG SAID RIGHT-OF-WAY LINE, 264.51 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 8th AVENUE; THENCE S 01°26'33" E ALONG SAID RIGHT-OF-WAY LINE, 132.05 FEET; THENCE S 89°32'40" W, 129.07 FEET; THENCE S 01°25'51" E, 94.99 FEET; THENCE N 89°32'40" E, 1.00 FOOT; THENCE S 01°25'51" E, 84.26 FEET; THENCE S 89°30'13" W ALONG THE SOUTH LINE OF SAID LOT 4 AND ITS EASTERLY EXTENSION, 162.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 9th AVENUE, BEING THE SOUTHWEST CORNER OF SAID LOT 4 AND THE POINT OF BEGINNING.

TOGETHER WITH:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 15, BLOCK 5, SUBDIVISION OF BLOCK 5, DELRAY BEACH ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 72 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N 01°26'33" W ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 8th AVENUE, 50.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 15; THENCE N 89°19'27" E ALONG THE NORTH LINE OF SAID LOT, 138.40 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE N 01°29'33" W, 50.00 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 5 OF SAID SUBDIVISION OF BLOCK 5, DELRAY BEACH; THENCE S 89°19'27" W, ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 138.35 FEET TO THE SOUTHWEST CORNER OF SAID LOT, BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 8th AVENUE; THENCE N 01°26'33" W ALONG SAID EAST RIGHT-OF-WAY LINE, 234.20 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST ATLANTIC AVENUE (STATE ROAD 806) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 93030-2506, SHEET 4 OF 9, REVISED MARCH 27, 2011; THENCE N 89°19'27" E ALONG SAID RIGHT-OF-WAY LINE, 277.15 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 7th AVENUE; THENCE S 01°29'33" E ALONG SAID RIGHT-OF-WAY LINE, 334.20 FEET; THENCE S 89°19'27" W ALONG THE SOUTH LINE OF LOTS 15 AND 24, OF SAID BLOCK 5, A DISTANCE OF 277.44 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 8th AVENUE, BEING THE SOUTHWEST CORNER OF SAID LOT 15 AND THE POINT OF BEGINNING.

TOGETHER WITH:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF BLOCK 13 (BEING COINCIDENT WITH THE EAST LINE OF BLOCK 5) AND THE NORTH LINE OF THE SOUTH 170 FEET OF SAID BLOCK 13, MAP OF THE TOWN OF LINTON, FLORIDA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 3 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N 01°29'33" W ALONG SAID WEST LINE OF BLOCK 13, A DISTANCE OF 415.04 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST ATLANTIC AVENUE (STATE ROAD 806) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 93030-2506, SHEET 4 OF 9, REVISED MARCH 27, 2011; THENCE N 89°19'27" E ALONG SAID RIGHT-OF-WAY LINE, 302.35 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 6th AVENUE; THENCE S 01°32'15" E ALONG

SAID RIGHT-OF-WAY LINE, BEING THE EAST LINE OF SAID BLOCK 13, A DISTANCE OF 384.45 FEET; THENCE S 89°19'50" W ALONG THE NORTH LINE OF THE SOUTH 200 FEET OF SAID BLOCK 13, A DISTANCE OF 151.30 FEET; THENCE S 01°31'00" E, 30.61 FEET TO THE NORTH LINE OF THE SOUTH 170 FEET OF SAID BLOCK 13; THENCE S 89°19'27" W ALONG SAID NORTH LINE, 151.36 FEET TO THE WEST LINE OF SAID BLOCK 13 AND THE POINT OF BEGINNING.

SAID LANDS LYING AND SITUATE IN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA, CONTAINING 274,501.22 SQUARE FEET (6.302 ACRES), MORE OR LESS.

COMMUNITY BENEFITS AGREEMENT

West Atlantic Redevelopment Project

Preamble

Whereas, the Community Redevelopment Agency of the City of Delray Beach Florida (Agency) intends to convey a six acre parcel of commercial property to Equity Enterprises (Developer) pursuant to the redevelopment mission of the Agency;

Whereas, the Agency and Developer recognize that the support of the West Atlantic Redevelopment Coalition, and the Community Coalition (Village Elders, the Northwest Neighborhood Alliance and the Southwest Neighborhood Alliance) are important and desirable in obtaining community support of the development agreement between the Agency and the Developer; and

Whereas, the Developer and the Community Coalition hereby intend to enter into a Community Benefits Agreement (Agreement) which specifies consideration to be given to the Community Coalition in recognition of the Community Coalition's support for the project.

Now, therefore, for and in consideration of mutual promises herein contained, the undersigned parties agree as follows:

ARTICLE I

Purpose and Incorporations

- 1.1 The purpose of this Community Benefits Agreement for the West Atlantic Redevelopment Project is to establish an understanding of the scope of rights and benefits the Developer will afford to the Community Coalition in exchange for active community support, so as to have a positive impact of development on local residents, the local economy and the Developer.

The Community Benefit Agreement also incorporates that the project is to be for profit and that the agreement is not to hinder commercial feasibility. Anything to the contrary notwithstanding the following provisions shall supersede conflicting or ambiguous provisions herein:

- a. This agreement is and shall be subordinate to institutional financing and the Community Coalition and/or the West Atlantic Redevelopment Coalition is required to execute usual forms of subordination documents required by institutional lenders,
- b. If there is a foreclosure, the lender or the successors in ownership, may, but shall not be bound by this Agreement,
- c. Provisions which an institutional lender deems objectionable, shall be ineffective and deleted, if lender will not accept them after Developer makes a good faith effort to have them accepted,
- d. No provision in this Agreement shall be construed or enforced in a way that materially negatively impacts commercial feasibility or profitability.

This Agreement or any memorandum thereof shall not be recorded in the public records eliminating the possibility of creating a clouded title and if recorded by any of the Community Coalition or West Atlantic Redevelopment Coalition; it shall cause this Agreement to be null and void.

ARTICLE II

Scope of Agreement

2.1 This agreement stipulates the specific benefits to be conveyed to the local community and in support of the West Atlantic Redevelopment Project, the manner and timing by which such benefits will be conveyed and the rights and responsibilities of the undersigned parties involved.

ARTICLE III

Definitions

3.1 As used in this Community Benefits Agreement, the following capitalized terms shall have the following meanings (all definitions include both the singular and plural form):

- a. "Community Coalition" shall mean the Northwest Neighborhood Alliance representative, Southwest Neighborhood Alliance representative, the Village Elders representatives, and the West Atlantic Redevelopment Coalition representatives.
- b. "Community Redevelopment Agency" shall mean the Community Redevelopment Agency of the City of Delray Beach.
- c. "Contract" shall mean a contract related to use, maintenance, or operation of the Development or part thereof.
- d. "Contractor" shall mean a prime contractor, a subcontractor, or any other business entering into a contract related to the construction, use, maintenance, or operation of the Project or part thereof.
- e. "Developer" shall mean the Equity Enterprise USA Inc., or its affiliate company and any development partner that is yet to be designated.
- f. "Development Agreement" shall mean any Development Agreement, purchase/sale agreement, incentive agreement, subsidy agreement, or similar agreement regarding the Commercially Feasible Project, between the Developer and the Community Redevelopment Agency.
- g. "Existing Business" shall mean Blanc Fresh Cut Barber Shop, People's Market, Klien Tax Service and Le Bon Gout.
- h. "Good Faith Effort" is considered to have been made when the respective party has exhausted all reasonable means to comply with the associated directive and/or provision.
- i. "Living wage" means a minimum wage to match that defined by the Palm Beach County Code of Ordinances Chapter 2, Article IV, Division 3.
- j. "Locally Owned Small Business" shall mean any business that is wholly owned by individuals who reside in the Project Impact Area (Palm Beach Voting Precints 7200, 7210 and 7212.) as defined herein. If a business is owned by a corporation, then the corporation must be wholly owned by individuals who reside in the Project Impact Area or whose business is located in Delray Beach. If the business is owned by a partnership or limited liability company, then at least 20% of its partners or members must reside in the Project Impact Area.

- k. “Low-Income Individual” shall be based on the standard of income and eligibility in the Delray Beach Family Workforce Housing Ordinance (Article 4.7 as currently in effect).
- l. “Project” shall mean the West Atlantic Redevelopment Project.
- m. “Project Employee Recruitment Area” refers to Palm Beach voting precincts: 4096, 4098, 7196, 7200, 7210, 7212
- n. “Project Impact Area” shall be considered the NW/SW Neighborhoods comprised of Palm Beach Voting precincts 7200, 7210 and 7212.
- o. “Project Site” shall mean the properties located on the Southside of West Atlantic Avenue, between SW 6th Avenue and SW 9th Avenue.
- p. “Referral System Agency” shall mean nonprofit agency(s) chosen to operate the Referral System.
- q. “Tenant” shall mean any commercial entity that enters into a lease agreement or similar agreement for use of space within the Development.

ARTICLE IV

Community Benefits

4.1 West Atlantic Hiring Initiatives

- a. Creation of the West Atlantic Hiring Initiative will assist to facilitate customized training and employment of residents in the Project Employee Recruitment Area for potential jobs created by the Project;
 - (1) *Targeted recruitment* – The Community Coalition will work in partnership with one or more appropriate community-based job training organizations to provide referrals to market and recruit potential applicants from the Project Employee Recruitment Area.
 - (2) *Customized Training* – Employers may request specialized job training for potential job applicants they intend to hire, tailored to the employers’ particular needs by contacting a Referral System Agency. For example, CareerSource is a community-based job training organization that can insure these applicants are provided with the requested training.
 - (3) *Localized Referral System* – The Developer will assist potential employers (prime contractor & sub-contractors) to provide all new potential job referrals to a Referral System Agency of the Contractors choosing.
- b. The Community Coalition will create a Small Business Support Initiative in order to assist returning and new small businesses participating in the Project to obtain the necessary management skills that will enable them to take advantage of new business opportunities and promote growth;
 - (1) The Community Coalition will initiate and fund a Business Support Center. The Business Support Center will work with private, public and nonprofit resources to build strong, sustainable and successful local small businesses.

- (2) The Developer will partner with the Community Coalition to develop a process that allows for community residents to make suggestions into Commercial Tenant selections.
- (3) The Developer will commit to provide funding assistance to three (3) small local contractors to participate with The Center for Enterprise Opportunity (CORE 4 Program) or similar program of its choosing, to provide training in the areas of bonding, insurance, procurement and other types of assistance; to develop innovative strategies to promote capacity building for the three local small contractors at 50 hours each;

c. West Atlantic Hiring Initiative Program for Construction Jobs. The Developer and/or Community Coalition will:

- (1) Give priority to local contractors and sub-contractors whose principal place of business is in the Project Employee Recruitment Area.
- (2) Enter into a contract with three local minority sub-contractors that will agree to hire and train target area resident;
- (3) The Community Coalition and Prime Contractor will identify 15 Project Employee Recruitment Area residents that would be part of the program;
- (4) Residents are to be recruited by the Community Coalition and/or the Prime Contractor;
- (5) Preferred participants will have at least 1 year experience on a construction worksite;
- (6) Prior incarceration would not disqualify a participant, however, drug testing will be a requirement;
- (7) Residents would be assigned as “helpers” to one of the three local minority sub-contractors that are contracted with in their trade, (e.g. laborer, plumber, electrician, landscaper etc.);
- (8) Sub-Contractor will be required to submit payrolls every six months that includes each person (i.e. their name and address, how many hours they worked that month, and how much they were paid) commencing for a period of up to two years from the date of issuance of a building permit for new hires who reside within the Project Recruitment Area.
- (9) Notice the Community Coalition of any additional potential job skilled or unskilled the residents living in the Project Employee Recruitment may apply for during the construction phase; and
- (10) Contract with Randolph and Dewdney as the prime construction contractor.

Goals for Construction Phase:

- Ensure the Community Coalition and/or Prime Contractor identified Project Employee Recruitment Area residents are hired and trained in the construction industry on the West Atlantic Project;
- Provide Project Employee Recruitment Area residents with the resources required to be successful in the construction industry (e.g. customized training);
- Ensure program success and create a model to build on for future developments;

d. West Atlantic Hiring Program for Permanent Jobs:

- (1) Developer will provide a list of property management job positions and descriptions that will fall under the licensed Property Manager(s) and agree to give priority to job applicants referred through the West Atlantic Hiring Program;
- (2) The Community Coalition will recruit potential employees from the Project Employee Recruitment Area that match the job specifications;

- (3) The Community Coalition will ensure the Project Employee Recruitment Area residents will be pre-screened, oriented and receive customized training to ensure that the applicant fit the positions available;
- (4) The Developer will allocate no less than 66% of the job positions to qualified Project Employee Recruitment Area Residents;
- (5) The Developer will pay or cause to pay all positions livable wages for all new hires residing within the Project Employee Recruitment Area and will provide the same benefits equal to all other employees that fall under the in house licensed Property Manager(s);
- (6) Community Coalition will track and monitor Project Employee Recruitment Area residents progress and provide additional support if needed;

Goal for Permanent Jobs:

- Ensure the Developer will have participants to choose from who will have been screened, trained and are goal oriented;
- Ensure job applicants from the Project Employee Recruitment Area are connected to a workforce support system (e.g. customized training);
- Ensure employers and developer will establish an ongoing and positive relationships with community organizations;
- Provide a pathway to careers in permanent jobs for Project Employee Recruitment Area residents;

4.2 Critical Community Services. The Developer, in partnership with the Community Coalition, will make Good Faith Efforts to secure a full-service grocery store on the Project Site. The Grocery store must be a minimum of 15,000 to 20,000 square feet as well as be able to attract a broad base demographic.

4.3 Livable Wages. The Developers, contractors and subcontractors will pay or cause to pay Living Wages for all new hires residing within the Project Employee Recruitment Area. This shall apply only to the initial construction phase and the Developer's property management team.

- a. Each employer shall maintain payroll records for new employees living within the Project Employee Recruitment Area; and basic records relating thereto and shall preserve them and make them readily available for a period of no less than three (3) years.
- b. The Developer shall provide a report every six months to the Community Coalition, providing at a minimum, the following information: (a) employee payroll records, and (b) employee wage rates received from the Prime Contractor or Sub-contractors and the Developers property management staff commencing for a period of up to two years from the date of issuance of a building permit for new hires who reside within the Project Employee Recruitment Area.

4.4 Small Business Development Program. The Developers will ensure that Blanc Fresh Cut Barber Shop, People's Market, Klien Tax Service and Le Bon Gout who currently operate within the Project Site and who are being relocated or provided displacement revenue due to the Project are guaranteed an individualized Relocation Plan or mutually agreeable displacement severance and a right of first refusal to return to the new development. The aforementioned businesses right of first refusal shall become activated by being given a written notice from the Developer. The businesses shall have 15 days to respond if they are accepting the offer or else it is waived and the Developer can proceed without further obligation as to the right of first refusal.

a. **Relocation:** All existing businesses shall be provided with the following:

- (1) Compensation for all reasonable temporary relocation/displacement costs. However, the Developer reserves the right to go back to a sequenced project and will only provide right of first refusal in the new development to the tenants;
- (2) Assisting each existing business with respect to identifying relocation sites;

b. **Displacement Revenue:** The Developer recognizes that, despite their best efforts, the existing businesses may be threatened with a hardship as a result of development. Therefore the Developer agrees to compensate either Blanc Fresh Cuts, People's Market, Klien Tax Service or Le Bon Gout a mutually agreeable reasonable sum should either business agree to elect the displacement revenue option.

c. **Right of Return:** The Developer will provide a right of first refusal for Tenant space in the Project to Blanc Fresh Cuts, People's Market, Klien Tax Service and Le Bon Gout who currently operate within the Project Site.

- (1) The Redevelopment Project will include sufficient retail square footage to reasonably accommodate the existing businesses, should they elect to exercise their right of first refusal and desire to return;
- (2) Rental rates for all Businesses will be according to those identified in the West Atlantic Redevelopment Project – 700 block tenant relocations letter dated May 12, 2014 or whatever rate the Developer may reasonably require for commercial feasibility.
- (3) The terms and conditions of proposed leases with existing businesses shall be similar to leases with other market rate tenants.

d. If for some reason Blanc Fresh Cuts, People's Market, Klien Tax Service or Le Bon Gout elects to not voluntarily exercise its right to return, pursuant to 4.4.c, then such designated Tenant space shall be made available to a Locally Owned Small Business for a period of 30 days from the aforementioned business notification to not voluntarily accept the available space as indicated by an approved letter of intent.

4.5 **Workforce Housing.** The Developers will set aside 20% of the residential units in the Project for workforce housing. Only eligible occupant households as defined in the City of Delray Beach Family Workforce Housing Ordinance (City of Delray Beach Ordinance- Article 4.7 FAMILY/WORKFORCE HOUSING) shall qualify for the Workforce Housing. (It is contemplated the City will require a Workforce Housing Covenant between the City and Developer. The Developer's right to Workforce Housing requires the approval of the City and the City's agreement). The Developer will use "good faith effort" to enter into the agreement (Workforce Housing Covenant), with the City and thus, this provision is subject to City approval.

4.8 **Additional Community Benefits**

a. The Developer will provide technical assistance in creating a Student Apprenticeship Program in partnership with the Community Coalition, Village Academy, Carver Middle School and Atlantic High to develop Project-Base Learning (PBL) Approach.

- b. The Developer recognizing the importance of helping to preserve the culture of the African Diaspora and the significant contributions it has made to the founding of Delray Beach by voluntarily pledging \$5,000.00 to the Spady Museum on an annual basis for five (5) years.

4.8 Public Meeting Spaces. The Developer shall designate gathering space within the Project for use of the residents in the Project Impact Area. As required, the cost for leasing, fit-out, utilities and all associated operating and maintenance fees and expenses etc. shall be the responsibility of the Community Coalition and/or the Community at large.

ARTICLE V

Monitoring, Oversight and Termination

5.1 Formation and Operation. The Community Coalition is the organizer of this Community Benefit Agreement and will be responsible to facilitate all ongoing dialogue and implementation of this Agreement with the Developer. As such and for the sole purpose of organizing parties to the agreement, the Community Coalition will designate West Atlantic Redevelopment Coalition (WARC) as its signatory representative and Equity Enterprise USA Inc, or its affiliate company and any development partner that is yet to be designated shall be its designated signatory and party to this Agreement.

The Coalition and the Developer shall meet quarterly, unless it is mutually agreed that less frequent meetings are appropriate.

The agreement shall automatically terminate the later of 36 months after the date of execution or Developers closing of the purchase of the Project Site. If the Developer shall not close the purchase of the Project Site, this Agreement shall be null and void.

5.2 Annual Reports. The Community Coalition shall prepare annual reports on the implementation of this Agreement and the progress of the Project's adherence to this Agreement, and it shall forward these reports to the Community Redevelopment Agency and the West Atlantic Redevelopment Coalition. These reports shall include a description of all material actions the Community Coalition and the Developer have taken to implement or comply with the requirements of this Agreement, with detail sufficient to determine compliance with this Agreement. Upon request from the Community Redevelopment Agency and the West Atlantic Redevelopment Coalition, the Community Coalition and the Developer shall provide only admissible records or information necessary to monitor compliance with the provisions of this Agreement. The Developer shall require all contractors, covered by the terms of this agreement to provide copies of its records, reports or information necessary to monitor compliance with the provisions of this agreement.

ARTICLE VI

Enforcement & Dispute Resolution

6.1 The Community Coalition and/or Developer shall investigate complaints relating to implementation and execution of this agreement. The Developer and/or Coalition shall cooperate fully and promptly with any such investigation, and shall make available to the presumed aggrieved party all admissible requested records and information reasonably deemed relevant to monitoring and implementation of this agreement. If the Community Coalition and/or Developer determines that the provisions of this agreement are not being followed, either aggrieved party at its own discretion and

expense shall have the right to require a mediation pursuant to Florida Rules for certified and court-appointed mediators and Chapter 44 F.S. as amended (the "Mediation Ruler"). The mediator must be certified to hear all sides and to negotiate a resolution. If the Community Coalition and Developer cannot negotiate a resolution, the Community Coalition and/or Developer may pursue a legal action to enforce this agreement and/or any term or covenant thereof, provided that any legal action can only be pursued after mediation and within 120 days after completion of the mediation.

6.2 Except as stated herein nothing in this Section shall derogate or limit the rights of the parties hereto, to enforce this Agreement through pursuit of any available legal or equitable remedies.

6.3 The parties hereto agree that monetary damages may not be a remedy for any breach of this Agreement. The agreed remedies set forth elsewhere in this Agreement shall not be construed to limit or derogate any legal or equitable remedy authorized by applicable law or a court's ability to determine facts, weigh evidence, and exercise its own discretion with respect to enforcement of any term or condition of this agreement.

6.4 Any mediation shall be held in Palm Beach County, Florida and any litigation shall be in Palm Beach County, Florida.

ARTICLE VII

General Provisions

7.1 Compliance with State and Federal Law. This agreement shall only be enforced to the extent that it is consistent with the laws of the State of Florida and the United States. If any provision of this agreement is held by a court of law to be in conflict with state or federal law, the applicable law shall prevail over the terms of agreement, and the provisions of this agreement shall not be enforceable.

7.2 Severability Clause. If any term, provision, covenant, or condition of this Community Benefits Program is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the agreement shall remain in full force and effect.

7.3 Material Terms. There are no additional attachments to this Community Benefits Agreement.

7.4 Notices. All notices shall be in writing and shall be addressed to the affected Parties at the addresses set forth below. Notices shall be: (a) delivered by in person service to the addresses set forth below, in which case they shall be deemed delivered on the date of delivery, as evidenced by the written report of the courier service, or (b) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three business days after deposit in the United States mail. Any Party may change its address or the name and address of its attorneys by giving twenty (20) days notice to the other parties of the Agreement. Notice of a change shall be effective only upon receipt. The addresses of the Parties for purpose of notices are:

- a. Developer: Equity Enterprise USA
5100 PGA Blvd. Bldg. 2-4A
Palm Beach Gardens, FL 33418
- b. Community Coalition: C/O West Atlantic Redevelopment Coalition
20 North Swinton Avenue
Delray Beach, Florida 33444

7.5 Waiver. The waiver of any provision or term of this Agreement shall not be deemed a waiver of any other provision or term of this Agreement.

7.6 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any prior agreements, whether written or oral.

7.7 Amendments. This Agreement may not be altered, amended or modified, except by an instrument in writing signed by the each of the Parties in existence at the time.

7.8 Further Assurances. Each Party covenants that it will take all reasonable actions with acknowledgment, any and all documents and writings that may be reasonably necessary or proper to achieve the purposes and objectives of this Agreement and to provide and secure to the other party's rights and privileges under this Agreement.

7.9 Effective Date. This Agreement shall be effective upon execution by all parties, subject to 5.1 above.

7.10 Assurance Regarding Preexisting Contracts. Each Party warrants that as of the date of execution of this agreement, it has executed no lease agreement that would violate any provision of this agreement.

7.11 Intended Beneficiaries. The Community Coalition and the Developer collectively, are beneficiaries of this agreement, with regard to the terms and provisions of this agreement. The Community Coalition and the Developer shall each independently have the right to enforce the provisions of this agreement against all parties incorporating this Agreement provided that any action or agreement in behalf of the Community Coalition or its members, must be only by and through the West Atlantic Redevelopment Coalition as the signatory representative of the Community Coalition.

In witness whereof the parties have set their hands and seals on the dates set forth below:

Equity Enterprise USA Inc.
A Delaware Corporation

By: _____

President

Date: 5/28/14

West Atlantic Redevelopment
Coalition, as signatory for
The Community Coalition

By: _____

Chairman

Date: REGINALD A. COX
6/4/14