



**CITY OF DELRAY BEACH**  
**PUBLIC WORKS DEPARTMENT**



434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444 • PUBLIC WORKS DEPARTMENT: (561) 243-7000

September 1st, 2021

Delray Beach  
Property Owner (s)

**Subject: Public Right-of-Way Accessibility Improvements, Project No. 16-099**

Dear Property Owner (s),

This letter is to inform you the City of Delray Beach Public Works Department is completing a Public Right-of-Way Accessibility Improvements project which includes construction of missing sidewalk segments and/or the correction of ADA deficiencies or repairs to existing sidewalk that is located, in part, on your property. The project is expected to begin construction in mid-2022. In order to construct or repair the sidewalk located on your property the City of Delray Beach needs your permission. Without your permission the missing or defective sidewalk cannot be addressed and could ultimately be your responsibility.

Enclosed is a Perpetual Maintenance Sidewalk Easement Agreement for the sidewalk area on your property. This Maintenance Sidewalk Agreement is for the purpose of constructing, installing, and maintaining sidewalk and the Easement shall continue and exist in perpetuity even after the completion of construction activities. Please fill in all required information, **except the date on the top page on the Easement Agreement**, sign, notarize, and return it to us for processing. The City of Delray Beach can provide notary services. If desired, please contact the City of Delray Beach at the number below and to coordinate a time to notarize the Easement.

Note: "The Its" under Grantor is the position or title of the person who signed the form, like Owner, President etc.

If you have questions, please do not hesitate to call me:

Denis Placide  
Project Manager II  
City of Delray Beach. Swinton Operation Center  
434 S. Swinton Ave. Delray Beach FL. 33444  
[placided@mydelraybeach.com](mailto:placided@mydelraybeach.com)  
Office # (561) 243-7346

Sincerely,

Denis Placide

Prepared and Return To:  
City Attorney's Office  
200 N.W. 1st Avenue  
Delray Beach, Florida 33444

PCN 12-43-46-17-68-001-0010  
Property Address: 910 W ATLANTIC AVE, DELRAY BEACH

### **PERPETUAL SIDEWALK EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between DELRAY BEACH CRA and PRIME DELRAY HOTEL LLC, with a mailing address of 20 N SWINTON AVE DELRAY BEACH FL 33444 2632 hereinafter referred to as "Grantors", and the **CITY OF DELRAY BEACH**, with a mailing address of 100 N.W. 1st Avenue, Delray Beach, Florida 33444, a municipal corporation in Palm Beach County, State of Florida, hereinafter described as "Grantee" or "City".

WITNESSETH: That Grantors, for and in consideration of ten dollars (\$10.00), the mutual promises herein contained, and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grant(s) unto Grantee, its successors and assigns, a **PERPETUAL SIDEWALK EASEMENT** ("Easement") over, upon, under, through and across the following described land, situate in Palm Beach County, Florida, to-wit:

See Exhibit "A"

Grantee, its officers, employees, and/or agents shall have the non-exclusive right to access and use the Easement property, as described in Exhibit "A", hereinafter the "Easement Area", for the public purposes of constructing, installing, and maintaining certain public improvements, including but not limited to, sidewalk, pathways, lighting, curbing, drainage facilities, street furniture, handicap access, underground drainage, utilities and landscaping in Grantee's sole and absolute discretion. It is the express intent of the Grantors and Grantee that this Easement shall continue and exist in perpetuity after the completion of construction activities, including the right of the public for ingress and egress over and through the Easement Area. Additionally, Grantors shall not install or construct any improvements within easement area without City's prior written consent.

It is further understood and agreed that upon completion of construction of public improvements, the City shall maintain, at its sole cost and expense, any such public improvements that the City constructs, installs, or places or causes to be placed within the Easement Area in accordance with the City's standards for such maintaining such improvements. Notwithstanding the foregoing, if the City, its successors or assigns, determines that no public purpose exists for the continued use of the Easement Area for the purposes herein expressed, the Easement shall be null and void, and all right, title and interest in and to the Easement Area shall revert to Grantors. In such event, the City will provide written notice to Grantors by executing and recording a termination of rights under this Easement.

Each party to this Easement shall be liable for its own actions and negligence and, to the extent permitted by law, the Grantors shall indemnify, defend and hold harmless the City against any actions, claims or damages arising out of the Grantors' negligence in connection with this Easement; and the City shall indemnify, defend and hold harmless the Grantors against any actions, claims or damages arising out of the negligence of the City in connection with this Easement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, *Florida Statutes*. Furthermore, in no case, whatsoever, shall such limits extend beyond \$200,000 for any one person or

beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions. Grantors acknowledge a duty to notify the City of a known or reasonably knowable, hazardous condition(s) within the Easement Area.

FURTHERMORE, this Grant of Perpetual Sidewalk Easement does in no way convey fee simple title to the Easement Area but is only a Perpetual Sidewalk Easement for the uses and public purposes stated herein. This Easement shall be applicable to and binding upon the successors and assigns of Grantors and the City. The Easement granted shall run with the land.

IN WITNESS WHEREOF, said Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

GRANTOR

\_\_\_\_\_  
Signature

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

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

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

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

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (name of person), as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

Personally known ☐ OR Produced Identification ☐  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public – State of Florida

(SEAL)

[Remainder of Page Intentionally Left Blank]

WITNESSES:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

GRANTOR

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

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (name of person), as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

Personally known \_\_\_\_ OR Produced Identification

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public – State of Florida

(SEAL)

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ATTEST:

**GRANTEE/ CITY OF DELRAY BEACH,  
FLORIDA**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Shelly Petrolia, Mayor

Approved as to Form:

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

**[Remainder of Page Intentionally Left Blank]**

**Exhibit "A" (Depiction of "Easement Area")**



**LEGAL DESCRIPTION:**

A PORTION OF PARCEL A, "DELRAY BEACH FAIRFIELD INN PLAT", AS RECORDED IN PLAT BOOK 117, PAGE 100 OF THE PALM BEACH COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID PARCEL A, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 9TH AVENUE; THENCE NORTH 01°21'31" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 25.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°30'01" WEST, 2.00 FEET TO A POINT ON A LINE 2.00 FEET WEST OF AND PARALLEL TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 01°21'31" WEST ALONG SAID PARALLEL LINE, 55.00 FEET; THENCE NORTH 89°30'01" EAST, 2.00 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 01°21'31" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 55.00 FEET TO THE POINT OF BEGINNING

TOGETHER WITH

A PORTION OF SAID PARCEL A, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL A, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 9TH AVENUE, ALSO BEING ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 25.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 83°14'58" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID WEST RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 05°23'31", AN ARC LENGTH OF 2.35 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°21'31" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 30.00 FEET; THENCE SOUTH 88°38'29" WEST, 5.00 FEET TO A POINT 5.00 FEET WEST OF AND PARALLEL TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 01°21'31" WEST ALONG SAID PARALLEL LINE, 30.00 FEET; THENCE NORTH 88°38'29" EAST, 5.00 FEET TO THE POINT OF BEGINNING

SAID LANDS LYING AND BEING IN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 260 SQUARE FEET, MORE OR LESS.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS PREPARED UNDER MY DIRECTION ON OCTOBER 5, 2020. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KCI TECHNOLOGIES, INC.  
SURVEYORS, ENGINEERS, AND PLANNERS

BY: BENJAMIN B. HOYLE, P.S.M.  
FLORIDA REGISTRATION NO. 6769

**SIDEWALK EASEMENT - 910 WEST ATLANTIC AVENUE**

Z:\PROJECTS\482020474\_CITY\_OF\_DELRAY\_BEACH\00\_PHASE\_2\_ROW\_ACCESSIBILITY\SURVEY\CAD\EASEMENT FILES\482020474.00-SD9.DWG

**SKETCH AND DESCRIPTION**

PORTION OF SECTION 17,  
TOWNSHIP 46 SOUTH,  
RANGE 43 EAST  
CITY OF DELRAY BEACH,  
PALM BEACH COUNTY, FL

DATE 10/05/2020  
SCALE AS SHOWN  
FIELD BK. N/A  
DWG. BY SKN  
CHK. BY BBH

DATE	REVISIONS



ENGINEERS | PLANNERS | SCIENTISTS  
CONSTRUCTION MANAGERS

6500 N. Andrews Avenue • Fort Lauderdale, FL 33309  
954.776.1616 • www.kci.com  
LICENSED BUSINESS NO. 6901

SHEET NO. 1 OF 4 SHEETS  
PROJECT NO. 512020474.00L



**LEGEND:**

P.B.C.R. PALM BEACH COUNTY RECORDS  
LB LICENSED BUSINESS  
P.B. PLAT BOOK  
PG. PAGE

P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER  
R/W RIGHT-OF-WAY  
SQ. FT. SQUARE FEET  
(X) LOT NUMBER

**SURVEY NOTES:**

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. GRID BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT (NAD 83/11), AND ESTABLISHED BY GLOBAL POSITIONING SYSTEM (GPS) – REAL TIME KINEMATICS (RTK) METHODS, USING THE TRIMBLE VIRTUAL REFERENCE STATION (VRS) NETWORK AND HAVING A REFERENCE BEARING OF SOUTH 01°21'31" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 9TH AVENUE.
3. THIS IS NOT A SURVEY.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.

**SIDEWALK EASEMENT - 910 WEST ATLANTIC AVENUE**

Z:\PROJECTS\482020474\_CITY\_OF\_DELRAY\_BEACH\00\_PHASE\_2\_ROW\_ACCESSIBILITY\SURVEY\CAD\EASEMENT FILES\482020474.00--SD9.DWG

**SKETCH AND DESCRIPTION**

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TOWNSHIP 46 SOUTH,  
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CITY OF DELRAY BEACH,  
PALM BEACH COUNTY, FL

DATE 10/05/2020  
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FIELD BK. N/A  
DWG. BY SKN  
CHK. BY BBH

DATE	REVISIONS

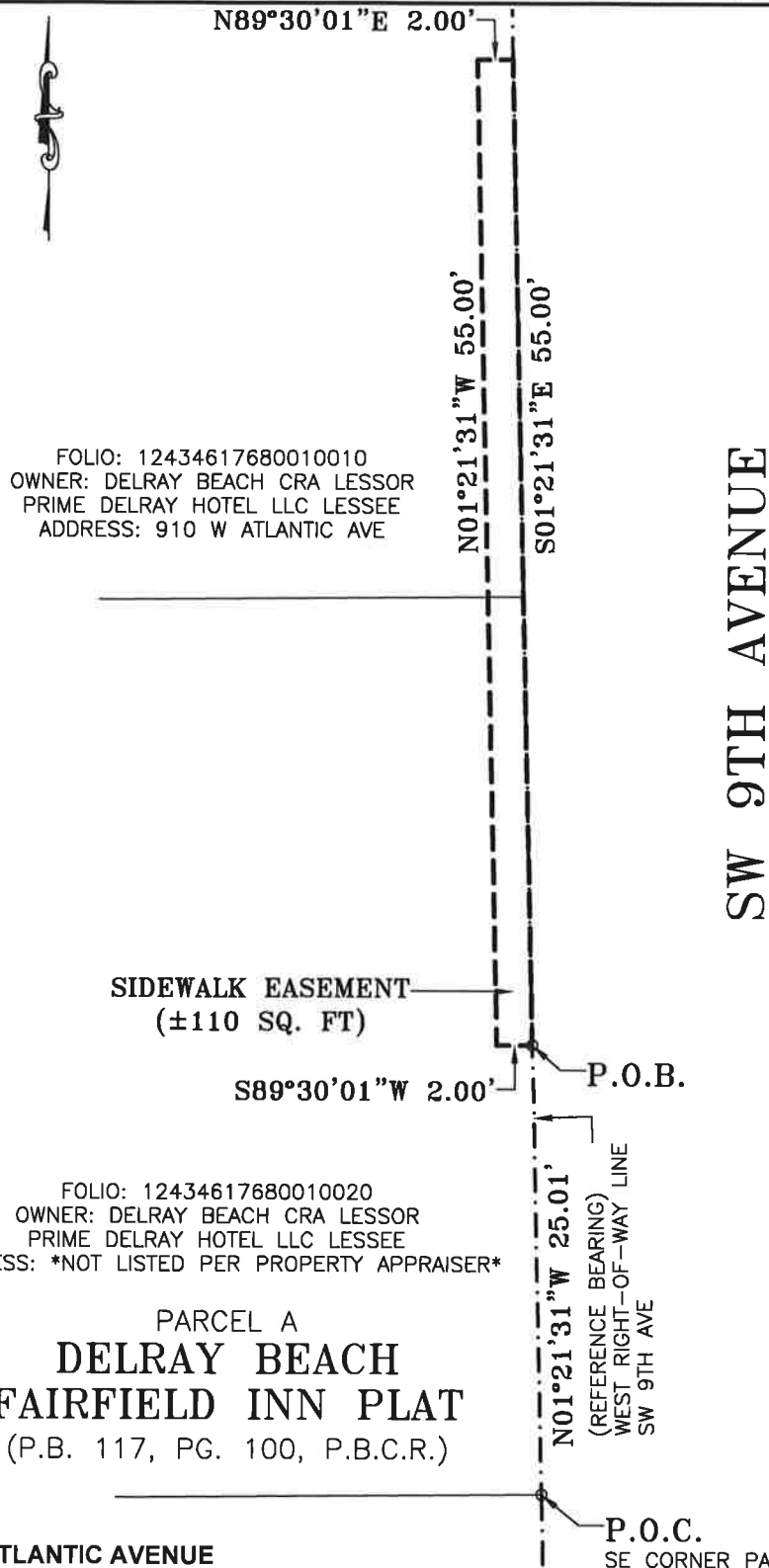
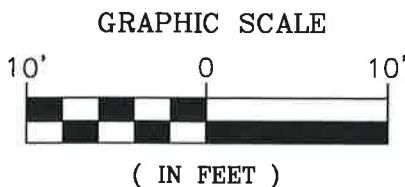


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CONSTRUCTION MANAGERS**

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954.776.1616 • [www.kci.com](http://www.kci.com)

LICENSED BUSINESS NO. 6901

SHEET NO. 2 OF 4 SHEETS  
PROJECT NO. 512020474.00L



**SIDEWALK EASEMENT - 910 WEST ATLANTIC AVENUE**

Z:\PROJECTS\482020474\_CITY\_OF\_DELRAY\_BEACH\00\_PHASE\_2\_ROW\_ACCESSIBILITY\SURVEY\CAD\EASEMENT\_FILES\482020474.00-SD9.DWG

### SKETCH AND DESCRIPTION

PORTION OF SECTION 17,  
TOWNSHIP 46 SOUTH,  
RANGE 43 EAST  
CITY OF DELRAY BEACH,  
PALM BEACH COUNTY, FL

DATE 10/05/2020  
SCALE AS SHOWN  
FIELD BK. N/A  
DWG. BY SKN  
CHK. BY BBH

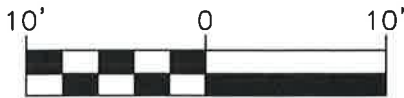
DATE	REVISIONS



**ENGINEERS | PLANNERS | SCIENTISTS  
CONSTRUCTION MANAGERS**  
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LICENSED BUSINESS NO. 6901

SHEET NO. 3 OF 4 SHEETS  
PROJECT NO. 512020474.00L

# GRAPHIC SCALE



( IN FEET )

N88°38'29"E 5.00'

N83°14'58"E  
(RADIAL)

P.O.C.

NE CORNER PARCEL A

$\Delta=05^{\circ}23'31''$

L=2.35', R=25.00'

P.O.B.

SIDEWALK EASEMENT  
(±150 SQ. FT)

N01°21'31"W 30.00'

S01°21'31"E 30.00'

(REFERENCE BEARING)  
WEST RIGHT-OF-WAY LINE  
SW 9TH AVE

SW 9TH AVENUE

FOLIO: 12434617680010010  
OWNER: DELRAY BEACH CRA LESSOR  
PRIME DELRAY HOTEL LLC LESSEE  
ADDRESS: 910 W ATLANTIC AVE

S88°38'29"W 5.00'

PARCEL A  
**DELRAY BEACH  
FAIRFIELD INN PLAT**  
(P.B. 117, PG. 100, P.B.C.R.)

## SIDEWALK EASEMENT - 910 WEST ATLANTIC AVENUE

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### SKETCH AND DESCRIPTION

PORTION OF SECTION 17,  
TOWNSHIP 46 SOUTH,  
RANGE 43 EAST  
CITY OF DELRAY BEACH,  
PALM BEACH COUNTY, FL

DATE 10/05/2020

SCALE AS SHOWN

FIELD BK. N/A

DWG. BY SKN

CHK. BY BBH

DATE REVISIONS



ENGINEERS | PLANNERS | SCIENTISTS  
CONSTRUCTION MANAGERS

6500 N. Andrews Avenue • Fort Lauderdale, FL 33309  
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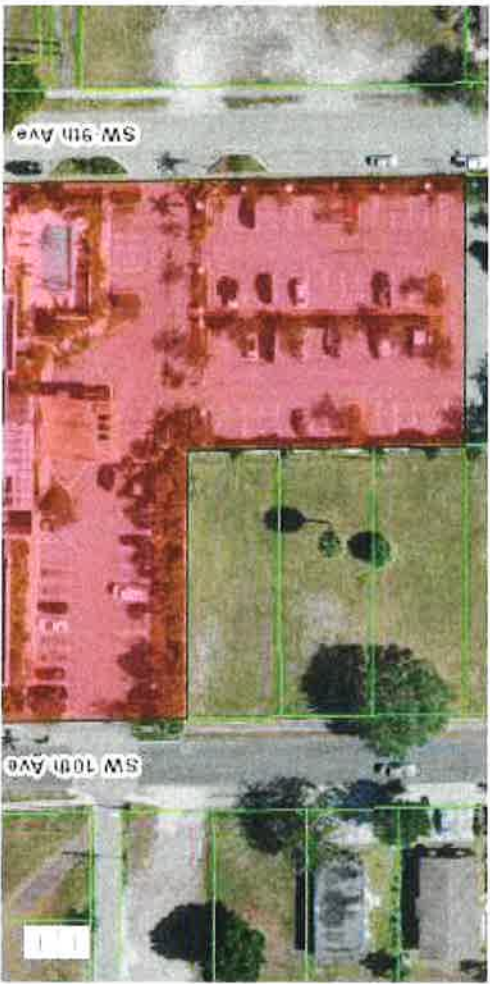
LICENSED BUSINESS NO. 6901

SHEET NO. 4 OF 4 SHEETS  
PROJECT NO. 512020474.00L

Property Details

Show Full Map

Location Address	910 W ATLANTIC AVE
Municipality	DELRAY BEACH
Parcel Control Number	12-43-46-17-68-001-0010
Subdivision	DELRAY BEACH FAIRFIELD INN PL
Official Records Book./Page	/
Sale Date	
Legal Description	DELRAY BEACH FAIRFIELD INN PL PAR A (LESS SLY 50 FT OF ELY 145.35 FT) & PAR E K/A STORM WATER RETENTION



Property Record Card

Neighborhood Sales Search

Owner Information

Change of Address

Owner(s) Mailing Address

DELRAY BEACH CRA LESSOR  
PRIME DELRAY HOTEL LLC LESSEE  
20 N SWINTON AVE  
DELRAY BEACH FL 33444 2632

Sales Information

No Sales Information Available.

**FIRST AMENDMENT**  
**TO GROUND LEASE AGREEMENT**  
**(West Atlantic Hotel Property)**

WHEREAS, the Delray Beach Community Redevelopment Agency, a Florida public body corporate and politic created pursuant to Section 163.356 F.S. (the "Landlord") and Prime Delray Hotel, LLC, a Florida Limited Liability Company (the "Tenant") entered into that certain Ground Lease Agreement (the "Lease") concerning the property located generally on the south side of West Atlantic Avenue between SW 9<sup>th</sup> and 10<sup>th</sup> Avenues (the "Premises").

WHEREAS, the Tenant has requested that the Landlord grant time extensions to the timeframes relative to the project; and

WHEREAS, the Landlord and Tenant do jointly agree and acknowledge that the reduction in the number of hotel rooms to be developed by the Tenant has a resultant effect on the size of the "Premises" and both the Landlord and Tenant mutually agree to a reduction in the number of parcels which is to be subject to this Ground Lease; and

WHEREAS, the Board of Commissioners of the Delray Beach Community Redevelopment Agency acting in its capacity as the governing body for the Landlord finds that it is in the best interests of the Delray Beach Community Redevelopment Agency to grant the Tenant's request for extended timeframes.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. The Whereas clauses are hereby ratified and confirmed.
2. The first Whereas clause on Page 1 of the Ground Lease Agreement shall be amended as follows:

WHEREAS, the Landlord owns property located generally on the south side of West Atlantic Avenue between SW 9<sup>th</sup> and 10<sup>th</sup> Avenues, consisting of approximately 1.67 acres which is subject to verification by a survey relying on the legal description attached as Exhibit "A", which is attached hereto and incorporated herein by reference (the "Premises"); and

3. The following Whereas clause shall be added to the Lease on Page 1:

WHEREAS, the Tenant intends to Lease from the Landlord a portion of the property owned by the Landlord for purposes of developing and constructing a four (4) story Fairfield Inn, Hampton Inn, or equivalent business class hotel having no fewer than ninety-five (95) hotel rooms.

4. The second Whereas clause on Page 1 of the lease shall be amended as follows:

WHEREAS, the Landlord issued a Request for Proposals, Project NO. CRA 2011-





05 ("RFP") for the development of the Premises, and the Tenant submitted a response to the RFP, which consists of the Tenant leasing the Premises from the Landlord, and constructing a 4-story Fairfield Inn, Hampton Inn, or equivalent business class hotel having no fewer than 95 rooms, a limited food service café fronting on Atlantic Avenue, with an outdoor eating/seating area, a swimming pool, fitness center, meeting room, and parking on the Premises, as depicted in the Site Plan attached hereto as **Exhibit "B"**, (the "Project"); and

5. Section 1(b), (d), and (f) entitled "Definitions" of the Lease is amended as follows:

(b) "Development" or "Project" means the construction and operation of a 4-story Fairfield Inn, Hampton Inn, or equivalent business class hotel having no fewer than ninety-five (95) rooms on the Premises, parking, and associated amenities as depicted in the Site Plan which is attached hereto as Exhibit "B", and incorporated herein by reference.

(d) "Premises" or "Property" is that certain real property situated in Palm Beach County, State of Florida, which shall be leased by Landlord to Tenant and is legally described in Exhibit "B", which is attached hereto and incorporated herein by this reference, together with all easements and rights of way pertaining thereto.

(f) "Site Plan" means the plans pertaining to the overall building design and general placement of same on the Premises, the initial version of which is attached hereto as Exhibit "B" subject to changes as may be required by Developer, hotel franchisor and/or permitting agencies. The Landlord shall be entitled to review all revisions to the Site Plan. The Landlord's approval shall be required for any material revisions to the Site Plan. Material Revisions include changes to the numbers of rooms within the Project, changes to the exterior façade, and relocation of parking or buildings on the Premises.

6. Section 2 of the Lease shall be amended as follows:

2. Lease. Landlord hereby conveys and leases to the Tenant, and the Tenant hereby accepts and leases from Landlord, the Premises, more particularly described on Exhibit "B", which is attached hereto and incorporated herein by reference, together with all easements and rights-of-way pertaining thereto, and to have and to hold the Premises unto Tenant for and during the Term set forth hereafter.

7. Section 6 (d) of the Lease is amended as follows:

(d) The Tenant shall comply with the following timeframes with respect to the development of the Project:

- i. The Tenant shall provide an executed Franchise Agreement to the Delray Beach Community Redevelopment Agency's Board of Commissioners that will provide for the Tenant to construct and operate the Project, on or before November 29, 2012.
- ii. The submittal of all required applications and documents to the City of Delray Beach for conditional use, site plan, and plat approval shall occur on or before January 29, 2013. Once the

Site Plan for the Project is approved by the City of Delray Beach, the Tenant shall forward a copy of approved Site Plan to the Landlord, and the approved Site Plan shall then be attached to this Lease as Exhibit "B" and replace the then existing documents attached hereto as Exhibit "B", and shall be incorporated herein by reference.

- iii. Submit applications for all necessary building permits to all governmental authorities on or before May 28, 2013.
- iv. Obtain all building permits and governmental approvals necessary for the commencement of the construction of the Project on or before August 29, 2013.
- v. Commence vertical construction of the Project, as depicted in Exhibit "B", on or before October 7, 2013.
- vi. Obtain a certificate of occupancy for the Project, as depicted in Exhibit "B", on or before October 7, 2014.

The above timeframes may be enlarged as may be necessary through the execution of a written amendment to this Lease by both parties. Any amendment to the timeframes shall require the approval of the CRA Board of Commissioners.

8. The Exhibits to the Ground Lease shall be amended as follows:

Exhibit "A" – Legal Description and Sketch

Exhibit "B" – Proposed Site Plan for Project

Exhibit "C" – Required Insurance Coverages

Exhibit "D" – Agreement for Purchase and Sale of Real Property

9. Exhibit "A" entitled "Legal Description of the Premises" shall be created as follows:

- EXHIBIT "A"

LEGAL DESCRIPTION:

Lots 1, 2, 7, , 17, 18, 19, 20 of BLOCK 1 in BELAIR HEIGHTS, according to the Plat thereof as recorded in Plat Book 20, Page 45, of the Public Records of Palm Beach County, Florida; and

Tracts B and C of the BELAIR HEIGHTS REPLAT, according to the Plat thereof as recorded in Plat Book 73, Page 17, of the Public Records of Palm Beach County, Florida; and

Any future immediately adjacent land gained by the Delray Beach CRA as a result of abandonment of right of ways and/or alley ways.

The above described property contains approximately 1.67 acres and is additionally described by the following Parcel Control Numbers:

12434617350010010,	12434617350010070,	12434617350010170,
12434617350010180,	12434617350010200,	12434617570020000,
12434617570030000		

10. Exhibit "D" entitled "Agreement for Purchase and Sale of Real Property" shall be amended as follows:

1.1 Property. That certain real property consisting of approximately 1.67 acres located on the south side of West Atlantic Avenue between SW 9th and SW 10th Avenues, Delray Beach, Florida, together with all improvements thereon and attached personal property (collectively the "Property") which Property is more particularly described with the legal description in Exhibit "A," attached hereto and made a part hereof.

- EXHIBIT "A" to Purchase & Sale Agreement

**LEGAL DESCRIPTION:**

Lots 1, 2, 7, 17, 18, 19, 20 of BLOCK 1 in BELAIR HEIGHTS, according to the Plat thereof as recorded in Plat Book 20, Page 45, of the Public Records of Palm Beach County, Florida; and

Tracts B and C of the BELAIR HEIGHTS REPLAT, according to the Plat thereof as recorded in Plat Book 73, Page 17, of the Public Records of Palm Beach County, Florida; and

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The above described property contains approximately 1.67 acres and is additionally described by the following Parcel Control Numbers:

12434617350010010,	12434617350010070,	12434617350010170,
12434617350010180,	12434617350010200,	12434617570020000,
12434617570030000		

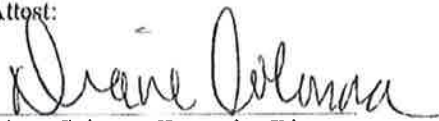


All other terms and provisions of the Lease not otherwise modified by this First Amendment are hereby ratified and confirmed, and shall remain in full force and effect.

In the event of any inconsistencies between this First Amendment and the Lease, the provisions contained in this First Amendment shall prevail. In any other respects, the Lease remains unchanged.

DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY

Attest:

  
Diane Colonna, Executive Director

By   
Howard Lewis, Chair

Date: 11-15-12, 2012

PRIME DELRAY HOTEL, LLC, a Florida  
limited liability company

Attest:

  
Jim Dupre


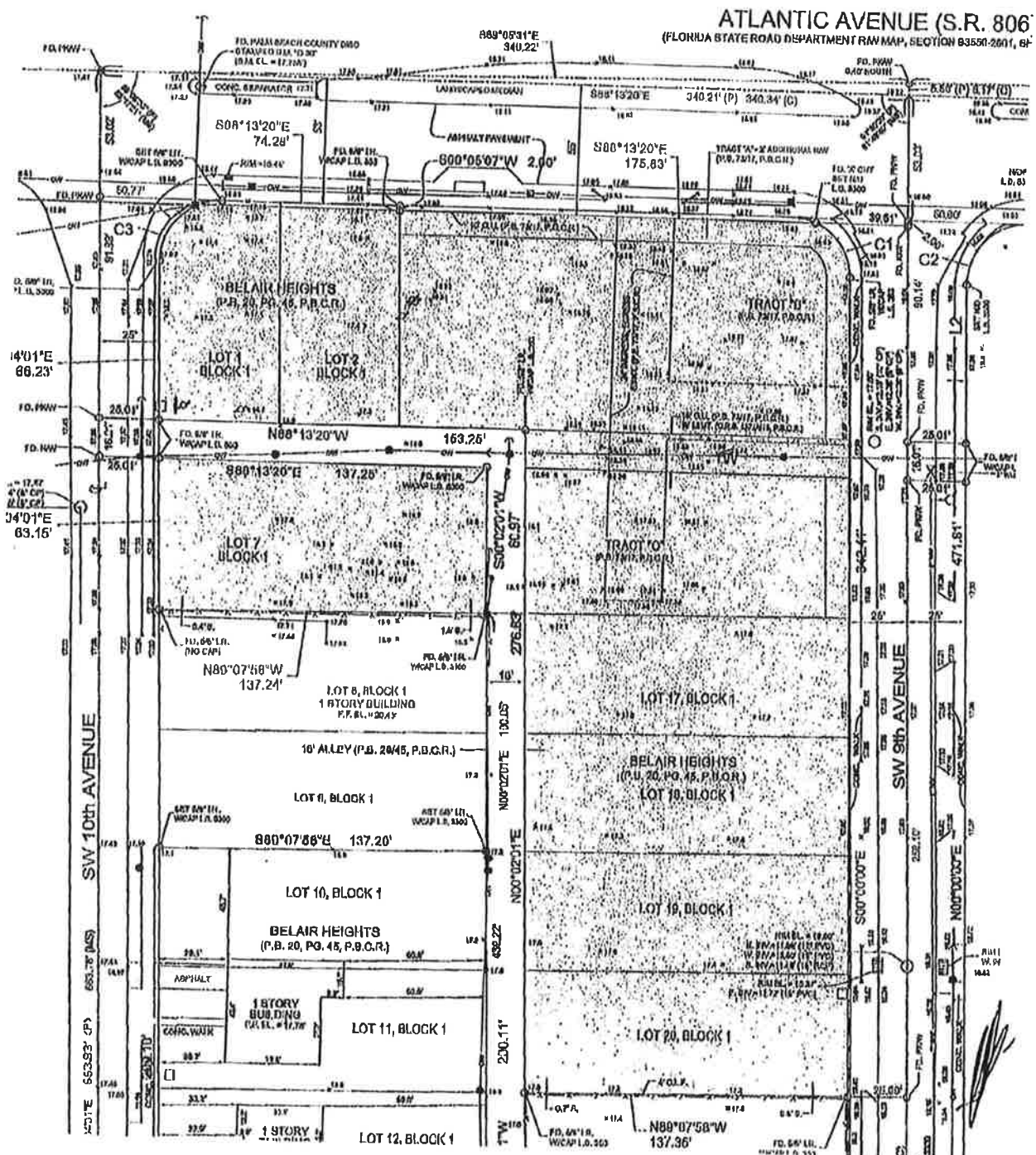
By   
Print Name: LARRY M. ABBO  
Title: MANAGER  
Date: Nov. 7, 2012

EXHIBIT "A"



# EXHIBIT "B"

ATLANTIC AVENUE (S.R. 806)  
(FLORIDA STATE ROAD DEPARTMENT R/W MAP, SECTION 83651-2001, 01)

