

This instrument prepared by (and after recording should be returned to:

Clifford I. Hertz, Esq.
Broad and Cassel
One N. Clematis Street, #500
West Palm Beach, FL 33401

(Space Reserved for Clerk of Court)

TERMINATION AND RELEASE OF RESTRICTIVE COVENANT

THIS TERMINATION AND RELEASE OF RESTRICTIVE COVENANT is made as of the _____ day of March, 2016, by **DUKE REALTY LAND, LLC, an Indiana limited liability company**, having an address of 600 E 96th Street, Suite 100, Indianapolis, Indiana, 46240 (the "Owner") and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, having an address of 2300 North Jog Road, 2nd Floor, West Palm Beach, Florida 33411 (the "County"), for the express purpose of terminating and forever releasing and discharging the "Restrictive Covenant" (as hereinafter defined).

RECITALS:

WHEREAS, Owner holds title in fee simple in and to the real property legally described on Exhibit "A", attached hereto and made a part hereof (the "Property"); and

WHEREAS, DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership, is a ground lessee of the Property ("Lessee"); and

WHEREAS, Owner's predecessor in title to the Property ("Prior Owner") recorded a Master Declaration of Restrictive Covenants for Workforce Housing on March 15, 2007 in Official Records Book 21518, Page 1672, Public Records of Palm Beach County, Florida (the "Restrictive Covenant"), against the Property in connection with Prior Owner's plans to develop the Property as a residential planned development; and

WHEREAS, Owner and Lessee have obtained a Land Use Plan and Zoning Approval from the County to develop the Property for industrial use; and

WHEREAS, the Restrictive Covenant is no longer required pursuant to any regulatory requirement of the County; and

WHEREAS, Owner now desires to terminate the Restrictive Covenant, which by its terms cannot be extinguished or terminated without the written approval of the Palm Beach County Board of County Commissioners; and

WHEREAS, the County has agreed to consent and allow the termination, release and discharge of the Restrictive Covenant.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and County, intending to be legally bound, do hereby agree as follows:

- 1. The foregoing recitals are true and correct and are incorporated herein by this reference as if repeated at length.

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2. Effective as of the date hereof, the Restrictive Covenant is hereby terminated, released and discharged in its entirety; shall be of no further force or effect; and no longer a burden or encumbrance on title to the Property. The parties hereby direct the Clerk of Official Records, Palm Beach County, Florida, to cancel same of record.

[Signatures and notary acknowledgements follow on the next pages]

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written.

OWNER:

Witnesses:

By: Duke Realty Land, LLC, an Indiana limited liability company

Printed Name: _____

By: Duke Realty Services, LLC, an Indiana limited liability company, its Managing Member

Printed Name: _____

By: Duke Realty Corporation, an Indiana Corporation, its Managing Member

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____) ss:

The foregoing instrument was acknowledged before me this _____ day of March, 2016 by _____, as _____ of Duke Realty Corporation, an Indiana Corporation, Managing Member of Duke Realty Services, LLC, an Indiana limited liability company, Managing Member of Duke Realty Land, LLC, an Indiana limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

[NOTARIAL SEAL]

My Commission Expires:

Notary Public, State of _____

Typed, Printed or Stamped Name of Notary Public

[EXECUTION BY LESSEE AND PALM BEACH COUNTY ON ATTACHED PAGES]

COUNTY:

SHARON R. BOCK,
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney