

INDIVIDUAL DEVELOPMENT APPROVAL

DDRI IDA NO. CRP-22-01

22-97500002

**14 SOUTHEAST 4TH STREET, 33 SOUTHEAST 4TH STREET,
36 SOUTHEAST 3RD STREET, AND 41 SOUTHEAST 4TH STREET**

CONSIDERATION OF AN INDIVIDUAL DEVELOPMENT APPROVAL (IDA) OF THE BOCA RATON COMMUNITY REDEVELOPMENT AGENCY, FOR "THE RESIDENCES OF BOCA" PROJECT GENERALLY LOCATED ON APPROXIMATELY 1.64 ACRES AT 14 SOUTHEAST 4TH STREET, 33 SOUTHEAST 4TH STREET, 36 SOUTHEAST 3RD STREET, AND 41 SOUTHEAST 4TH STREET, TOGETHER WITH APPROXIMATELY 0.45 ACRES OF CITY RIGHTS-OF-WAY TO BE ABANDONED AS PART OF THIS APPROVAL, FOR AN OVERALL SITE TOTALING APPROXIMATELY 2.1 ACRES, TO AUTHORIZE DEVELOPMENT OF A 12-STORY, 190 UNIT RESIDENTIAL BUILDING TOTALING 338,131 SQUARE FEET, AND INTERNAL STRUCTURED PARKING TOTALING 131,089 SQUARE FEET, WITH A MAXIMUM HEIGHT NOT TO EXCEED 133 FEET, FOUR (4) INCHES, WITH ARCHITECTURAL FEATURES WITH A MAXIMUM TOTAL HEIGHT NOT TO EXCEED 148 FEET, FOUR (4) INCHES, AND THE RELOCATION OF EIGHT (8) EXISTING SURFACE PARKING SPACES ON SOUTHEAST 4TH STREET; CONSIDERING THE ABANDONMENT OF THE FOLLOWING THREE (3) PORTIONS OF CITY RIGHTS-OF-WAY: (i) A 20-FOOT WIDE PORTION OF AN EAST-WEST ALLEY RIGHT-OF-WAY GENERALLY LOCATED APPROXIMATELY MIDWAY BETWEEN SOUTHEAST 3RD STREET AND SOUTHEAST 4TH STREET, (ii) A 60-FOOT WIDE PORTION OF THE

SOUTHEAST 4TH STREET RIGHT-OF-WAY, AND (iii) A 10-FOOT WIDE PORTION OF AN EAST-WEST ALLEY RIGHT-OF-WAY GENERALLY LOCATED ON THE SOUTHERN SIDE OF THE PROPERTY; RESULTING IN APPROXIMATELY 398,607 SQUARE FEET OF OFFICE EQUIVALENT DEVELOPMENT REMAINING IN DOWNTOWN SUBAREA D; AND INCLUDING A CONVERSION OF USES; PROVIDING FOR REPEALER; PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to the provisions of Ordinance No. 4035, as amended, also known as the Downtown Development of Regional Impact (DDRI) Development Order ("DDRI Development Order") and the Rules of the Boca Raton Community Redevelopment Agency ("CRA") ("Rules"), DMBK, LLC, DMBK III, LLC, 33 SE 4th Street Associates, LLC, and Compson Associates Group, Inc., (collectively, the "Applicant") has filed an application with the CRA for an Individual Development Approval (IDA) for approximately 2.1 acres of land located within the boundaries of the DDRI consisting of the following: (i) approximately 1.64 acres generally located at 14 Southeast 4th Street, 33 Southeast 4th Street, 36 Southeast 3rd Street, and 41 Southeast 4th Street, described in Exhibit "A-1" (the "DMBK Property") and (ii) approximately 0.45 acres of City right-of-way proposed to be abandoned, described in Exhibit "A-2" (the "Right-of-Way Abandonment Area") (the DMBK Property together with the Right-of-Way Abandonment Area, collectively, the "Overall Site" or "Property," described in Exhibit "A"), to authorize development of a 12-story, 190 unit residential building totaling approximately 338,131 square feet, and internal structured parking totaling approximately 131,089 square feet, with a maximum height not to exceed 133 feet, four (4) inches, with architectural features with a maximum total height not to exceed 148 feet, four (4) inches; and the relocation of eight (8) existing surface parking spaces on Southeast 4th Street ("Project"), based on the plans prepared by Arquitectonica, Inc., and received by Development Services on January 24, 2023, attached as Exhibit "B"; the abandonment of the following City rights-of-way: (i) a 20-foot wide portion of an east-west alley generally located approximately midway between Southeast 3rd Street and Southeast 4th Street, (ii) a 60-foot wide portion of Southeast 4th Street, and (iii) a 10-foot wide portion of an east-west alley generally located on the southern side of the Property; and including a conversion of uses (collectively, the "Application"); and

WHEREAS, in connection with the development of the Project, the Applicant is requesting that the City abandon, pursuant to Chapter 25, Article II, Code of Ordinances, the Right-of-Way Abandonment Area, which consists of the following, approximately 0.45 acres of City right-of-way: (i) a 20-foot wide portion of an east-west alley generally located approximately midway between Southeast 3rd Street and Southeast 4th Street, (ii) a 60-foot wide portion of Southeast 4th Street, and (iii) a 10-foot wide portion of an east-west alley generally located on the southern side of the Property (the rights-of-way abandonments, collectively, the "Abandonments"); and

WHEREAS, the term Applicant shall include the Property owner, applicant, petitioner, lessee, tenant, heirs, successors in title, or any other relevant party having a lawful interest in the Property for which this IDA is granted. The term "Applicant" does not include the City as the owner of the Right-of-Way Abandonment Area, prior to the perfection of the Abandonment; and

WHEREAS, a public hearing thereon has been duly noticed and held in accordance with the requirements of the DDRI Development Order and Rules; and

WHEREAS, the CRA has considered the Application, and the recommendations of the professional staff, the Community Appearance Board and the Planning and Zoning Board, and the testimony, reports, exhibits and other documentary evidence submitted at the public hearing; and

WHEREAS, the CRA, having considered all of the foregoing and being fully advised and informed in the premises, has determined that it is in the best interests of the citizens of the City of Boca Raton to approve the Application subject to specified conditions and limitations.

FINDINGS OF FACT

The CRA hereby finds that:

1. Applicant has filed the Application with the CRA; the Project will result in approximately 398,607 square feet of office equivalent development remaining in Downtown Subarea D.
2. The Application was determined to be complete by the Executive Director of the CRA on March 17, 2023.
3. On March 17, 2023 the Executive Director of the CRA submitted his report in regard to the Application, recommending approval of the Application.
4. Adequate infrastructure facilities exist or will be provided in a timely manner, consistent with the DDRI Development Order and Rules, to serve the development of Downtown Boca Raton in a safe and efficient manner.
5. Approval of the requested 190 residential units exceeds the amount available in this subarea by 190 residential units and requires a conversion of uses within the subarea.
6. The Application includes an office equivalent development credit for the demolition of 23,723 square feet of buildings (6,220 square feet of Retail (High) and 17,503 square feet of Office) (36,015 square feet of office equivalent development) on the Property, for a total net of 43,152 square feet of office equivalent development on the Property (79,167 square feet of office equivalent development proposed, minus the credit of 36,015 square feet of office equivalent to be demolished).
7. The conversion of uses within the Downtown Subarea D does not affect any other subarea and is consistent with the requirements of the DDRI Development Order.
8. Approval of the Application requires a conversion of 6,220 square feet of Retail (High) (of the total 23,723 square feet that is to be demolished on the Property) to Residential; and a conversion of 936 square feet of Retail (Medium High) and 105 Hotel Rooms to Residential, within Downtown Subarea D.
9. The CRA has given public notice and held a public hearing to consider the Application.
10. The anticipated net annual tax increment revenue generated by this proposed development is estimated to be \$766,094.26.

CONCLUSIONS OF LAW

After having considered the Application for an IDA, the report and recommendations of the Executive Director of the CRA, the Planning and Zoning Board, the Community Appearance Board and the opinion, advice and counsel of the public, the CRA hereby finds that:

1. The Project and conversion of uses proposed in the Application meets all the requirements of the DDRI Development Order and the Rules.
2. This IDA supersedes and replaces any and all other development approvals issued regarding the Property by the City or any other authority except for the DDRI Development Order and the Rules.
3. The CRA is duly authorized and empowered to grant this IDA.

NOW, THEREFORE, IN ACCORDANCE WITH THE REQUIREMENTS OF THE DDRI DEVELOPMENT ORDER, AND THE RULES, THE BOCA RATON COMMUNITY REDEVELOPMENT AGENCY HEREBY GRANTS THIS IDA NO. CRP-22-01 FOR THE PROPERTY, SUBJECT TO THE FOLLOWING CONDITIONS, RESTRICTIONS AND LIMITATIONS:

GENERAL

1. The Applicant is hereby authorized to apply for and receive building permits for development, based on the plans prepared by Arquitectonica, Inc., and received by the Development Services Department on April 18, 2023, attached hereto and incorporated herein as Exhibit "B," subject to the conditions, restrictions and limitations set out in this IDA.
2. Development of the Property as planned in Exhibit "B," shall be carried out in accordance with the provisions of this IDA No. CRP-22-01 and full compliance with the DDRI Development Order and Rules, including, but not limited to, the following:
 - a) No individual building site shall be cleared in advance of actual construction of a building or buildings unless the cleared site is graded, seeded and mulched within thirty (30) days of completion of clearing.
 - b) During land clearing and site preparation, wetting operations or other soil treatment techniques to control unconfined emissions shall be employed, subject to South Florida Water Management District restrictions.
 - c) Prior to demolition of any commercial structure, the Applicant shall have a visual inspection of the interior of the structure and premises for the purpose of detecting and safely removing any stored hazardous or toxic materials that may be present. In addition, the Applicant shall perform an assessment of the Property to determine the extent of possible contamination from hazardous or toxic materials. Prior to the issuance of a main use building permit, the Applicant shall demonstrate, to the satisfaction of the Palm Beach County Department of Environmental Resources

Management (DERM), that hazardous materials contamination, if any, have been removed from the Property and that all required remediation has been effectuated.

- d) In the event that any archaeological resource, or indication of the presence of an archaeological resource, is discovered during construction, the Applicant shall suspend all construction activity and shall notify the CRA of the discovery of the archaeological resource.
 - e) Within 60 days after commencing development of the Property, all Melaleuca, Brazilian Pepper and Australian Pine which are present on the parcel shall be removed. Removal shall be in such manner that avoids seed dispersal by any of these species. There shall be no planting of these species on the Property.
 - f) No less than 50 percent of all landscaped areas shall be comprised entirely of native or drought-tolerant plants adapted to soil and climatic conditions occurring on-site. The use of soil improvement techniques to increase water absorption and the holding capacity of the soil, mulches to minimize evaporation and the most water conservative irrigation systems available shall be employed in an effort to minimize irrigation demand and wastage.
 - g) The development of the Property shall employ water-saving plumbing devices such as toilets with a maximum flush of 3.5 gallons and shower heads and faucets with a maximum flow rate of 3.0 gallons per minute (at 60 pounds of pressure per square inch).
 - h) The development of the Property shall comply with the Energy Conservation requirements contained in Section 3 (20), (21), and (22) of the DDRI Development Order.
 - i) The Development of the Property shall not employ reflective glass on the perimeter of any structure or building.
 - j) The Applicant shall make provisions to facilitate public accessibility for taxi services.
3. The following uses and intensity of development pursuant to the provisions of DDRI Development Order Section 2(3), shall be permitted to be developed on the Property as depicted in the plans attached as Exhibit "B", subject to each and every condition, requirement and limitation of this IDA, and the DDRI Development Order and the Rules:

Residential Units

190 units

This Project consists of 79,167 square feet total office equivalent development and 43,152 square feet of net office equivalent development after adjustment of existing development and demolitions leaving a total of approximately 398,607 square feet of office equivalent development remaining in Downtown Subarea D, and includes a conversion of uses.

4. Pursuant to the Rules of the CRA:

- a) This IDA shall expire and become null and void, and of no legal force and effect, in the event any of the following occur:

- i) The construction of the Project has not commenced, pursuant to a valid building permit, within 24 months of the date this IDA is adopted by the CRA (the "Construction Commencement Deadline");
 - ii) Active development of the Project is abandoned. Active development shall mean actual construction work on site pursuant to a valid building permit;
 - iii) A Certificate of Occupancy has not been obtained for the Project within 24 months of the date that construction has commenced; or
 - iv) The Applicant does not faithfully comply with, implement and fulfill all conditions, restrictions, restrictions and requirements of this IDA.
 - b) The Applicant may request that the CRA grant a 12-month extension of the Construction Commencement Deadline; and
 - c) Building permit(s) for this Project shall be issued based upon the availability of capacity within a given DDRI threshold as further defined under Chapter 6, Section 4 of the Rules.
5. Prior to the issuance of a main use building permit for the Project, the Applicant shall comply with the following:
- a) Obtain approval of design plans and necessary permits from City Staff Responsible for Public Works Review ("PWR"), and other required governmental agencies as applicable, for:
 - i. Wheel stops on all parking spaces that are adjacent to pedestrian areas for pedestrian safety;
 - ii. Demonstrate that all on-site elements, including parking stall size, wheel stops, bike racks, dumpster enclosures, etc., as shown on the approved site plan, are consistent with the City's Engineering Design Standards Manual ("EDSM");
 - iii. Water, sewer, paving and drainage plans for on-site and off-site improvements;
 - iv. A minimum of five (5) foot wide sidewalk free of encroachment along the Property frontage on Southeast 3rd Street;
 - v. Paving and other required improvements to the north-south alleys that adjoin the east and west sides of the Property, between Southeast 3rd and Southeast 5th Streets, as determined necessary by the City Engineer, but expressly including stormwater infrastructure and paving/improving the portion of the north-south alley adjoining the Property to the west that is located north of Southeast 4th Street and is currently unpaved.
 - vi. Engineering plans for the parking structure, which shall conform to the following standards: (i) the minimum unobstructed vertical clearance shall be 84 inches, (ii) the minimum unobstructed vertical clearance shall be 98 inches for any van accessible parking spaces and along at least one (1) vehicle access route to such spaces from site entrance and exit, (iii) columns (if included) shall not encroach into any parking space, (iv) ramp grade shall not exceed a 5 percent slope with parking or exceed 10 percent slope without parking, (v) grades for handicap parking spaces and access routes shall not exceed 2 percent, (vi) pull alarms, panic buttons and CCTV

cameras shall be provided, (vii) handicapped parking spaces shall be provided and required to meet ADA standards, (viii) all parking stalls shall be double striped, (ix) conspicuous signs shall be provided to indicate compact, public, and reserved parking spaces, and (x) minimum 2-foot buffer distance between any parking stall and adjacent walls and columns. In the event that the parking structure needs to be redesigned to meet the above requirements, and falls below the required parking space requirements, a new development approval shall be required. In the event the parking structure needs to be redesigned to meet the above requirements, and falls below the required parking space requirements, a new development approval shall be required.

- vii. A construction sequencing plan detailing the sequencing and timing of all infrastructure, building(s), and other site improvements that includes phasing, staging areas, a maintenance of traffic (MOT) plan, and any temporary use of right-of-way;
 - viii. Conspicuous signs to indicate each of the eight (8) public parking spaces depicted along Southeast 4th Street, on Sheet SP-0.01 of Exhibit "B," that are subject to the public parking easement required by condition no. 5.f.vii; and
 - ix. All work within the public rights-of-way to be conditionally vacated pursuant to the "Abandonments of Easements and Rights-of-Way" section of this IDA, and/or any other public right-of-way.
- b) Submit certification by a design professional that the engineering plans for all paved surfaces on the Property, for the eight (8) public parking spaces on the portion of the Southeast 4th Street to be abandoned, and for the parking structure, are consistent with the EDSM, the DDRI Development Order, and the Americans with Disabilities Act (ADA);
 - c) Provide a letter of credit or cash bond, in the forms attached hereto, in an amount equal to 110 percent of the cost of construction, to ensure the timely and complete construction of:
 - i. All off-site improvements;
 - ii. All activity in the public right-of-way (excluding the public rights-of-way to be conditionally vacated pursuant to the "Abandonments of Easements and Rights-of-Way" section of this IDA); and
 - iii. All on-site improvements to be dedicated to the City and/or for public use;
 - d) The Applicant shall remit to the City the voluntary contribution of \$36,288.00 suggested by the School District of Palm Beach County ("District") in the District's school capacity availability determination ("SCAD") letter dated December 14, 2022 (and voluntarily proffered by the Applicant). The City shall hold such voluntarily contributed funds, together with any other SCAD contributions received by the City, and the City shall determine, in its sole discretion, how and when to expend such funds in a manner that serves, benefits, improves and invests in public schools located within the City;
 - e) Submit evidence demonstrating that the Project complies with the Palm Beach County Unified Land Development Code, Article 13: "Impact Fee" Ordinance by presenting a receipt and building plans with the Palm Beach County Impact Fee

Stamp affixed evidencing payment of impact fees, if applicable, of an amount to be determined;

- f) Execute and deliver to the City for recordation, in the Public Records of Palm Beach County, together with applicable fees and in the forms attached to the agenda materials in connection with this IDA, the following:

- i. A Declaration of Covenants and Restrictions, which shall provide:

Solid Waste Service:

- (a) The Applicant shall contract with a private solid waste collection and disposal service as franchised by the City in accordance with the provisions of Section 14-22, Code of Ordinances, to provide solid waste pick-up service for all uses on the Property;
 - (b) The City will not be responsible for pickup of solid waste generated by any uses on the Property;
 - (c) The solid waste service will be contracted by the Applicant, and the costs of the solid waste services, including any solid waste service and all franchise and applicable solid waste disposal fees, shall be the sole responsibility of the Applicant, its successors and assigns, without recourse to the City; and
 - (d) The Applicant may change the solid waste service with which the Applicant contracts at any time without the written consent of the City, provided that any and all solid waste services with which the Applicant contracts is franchised by the City and provides a written acknowledgement that there shall be no recourse against the City;
- ii. A revocable license and perpetual maintenance agreement for street trees and landscaping improvements in the Southeast 3rd Street right-of-way, as depicted in Sheet SP-0.09 of Exhibit "B."
- iii. Three (3) sidewalk easements (referred to as Sidewalk Easements #1, #2 and #3), for the purpose of providing pedestrian access to the Property, in the locations depicted in Sheet SP-0.09 of Exhibit "B."
- iv. A 150 square foot utility easement for access to the water meter connection, located adjacent to the loading area at the southwest corner of the Property, as depicted in Sheet SP-0.09 of Exhibit "B."
- v. A five (5)-foot wide, 1,200 square foot utility easement for access to a sanitary pipe and facilities located along the southern perimeter of the Property, as depicted in Sheet SP-0.09 of Exhibit "B."
- vi. A declaration of unity of title ("Unity of Title") for the DMBK Property and the Right-of-Way Abandonment Area (the Overall Site). The Unity of Title shall provide that the Overall Site shall be unified under one title as an indivisible, interrelated, unified zoning/building site, with unified zoning

obligations, and shall be considered as one plot or parcel of land. No portion of the Overall Site shall be held, transferred, sold, conveyed, or occupied except in its entirety as one plot or parcel of land set forth in the Unity of Title. The Unity of Title shall not be released or amended without prior written consent of the City Manager. In the event that, prior to the recordation of the Unity of Title, any portion of the Overall Site is conveyed, the new owner of the conveyed portion of the Overall Site shall join into the Unity of Title.

- vii. An easement for eight (8) public surface parking spaces along Southeast 4th Avenue, as depicted on Sheet SP-0.01 of Exhibit "B." The easement shall provide: in addition to the signage for each space required by condition no. 5.a.vii to be installed by the Applicant, the City may install replacement or additional signage and/or meters at such public parking spaces at the City's sole discretion; such public parking spaces shall not be subject to any fees or charges except those determined by the City; any revenues from parking meters or any other fees/charges shall be the property of the City; the City shall have the right to enforce parking restrictions (including the issuance of parking tickets, towing, vehicles, and similar enforcement actions) and shall have the rights for its personnel to enter upon the Property, as appropriate, to accomplish such enforcement actions.
- g) Coordinate with the Recreation Services Department, Beautification Division, regarding the disposition of all existing trees and palms on the Property and/or on adjoining public rights-of-way. The Applicant shall be responsible to either pay the replacement cost of any existing trees and palms owned by the City of Boca Raton, or pay for the relocation of these City trees and palms to a site of the City's choice. The relocation shall be done pursuant to an environmental permit and with the approval of the City's horticulturalist/arborist. New locations for the trees shall be determined by the City's horticulturalist/arborist;
- h) Remit payment for all application fees adopted pursuant to the DDRI Development Order, including the DDRI Cost Recovery Fees;
- i) Submit evidence of payment of the Parks & Recreation Impact Fees for the Project;
- j) Submit a lighting plan that provides a lighting level in all surface vehicular use areas that shall be no less than ½ foot candle maintained after burn in;
- k) File and have approved by the City a Transportation Demand Management (TDM) application and plan ("TDM Plan") acceptable to the City. The TDM plan development and implementation process shall include the following:
 - i. Designate an individual to oversee and coordinate the TDM Plan ("TDM Program Coordinator"). The TDM Program Coordinator shall be the liaison between the Project and the City, and shall monitor all TDM Plan activities for the Project;

- ii. Provide language in the residential leases that would educate and encourage tenants to participate in the TDM program;
 - iii. Provide facilities for the posting of TDM program information in locations that are readily visible to employees and/or residents. This is an area that is used to supply information to employees and/or residents about bus and train schedules, South Florida Commuter Services, name and phone number of the Project's TDM Program Coordinator and information on local restaurants and shops within walking distance;
 - iv. Provide sheltered, secure facilities for storage of bicycles in accordance with the numerical requirements of City Code Section 28-1655, Code of Ordinances. Sheltered, secure facilities for the storage of bicycles shall mean an area that is covered and provides security by means of a locked gate or door or provides an area that is monitored to assure no theft or damage occurs to the bicycles. A plan and detail indicating the location of sheltered, secure bicycle facilities shall be included on the plans reviewed and approved by PWR;
 - v. Ensure the availability of meaningful incentives to the employees on the Property who make trips by modes of transportation other than single occupancy automobiles by providing transit, shuttle, car pool, walking and biking subsidies; and
 - vi. Perform tenant survey that asks residents questions about their commutes or barriers to trying new transportation modes.
- l) Submit an executed and recorded easement, in the form voluntarily proffered by the Applicant and attached to the agenda materials in connection with this matter (which instrument runs in favor of the adjacent property owner and not to the City or the public), granting vehicular and pedestrian access to the property owner(s) located immediately to the west of the Property (i.e. the Arbor office condominium), including its guests and invitees, through the Property and connecting to Southeast 4th Street to enable access to South Federal Highway.
- 6. No valet parking operations shall be allowed on this site as the site has not been designed to accommodate a valet service.
- 7. Prior to any demolition or construction activity on the Property:
 - a) The Applicant shall be responsible for the design underground of all electricity, telephone, CATV and all other utility distribution lines on the Property or in any abutting public or private right of way, street, alley, easement, driveway, or other access roadway and the plans shall be reviewed and approved by PWR to ensure that all underground wire/wiring provided meets the specification of FPL and that all other utilities are protected or relocated as applicable. The Applicant shall be responsible for all costs associated with the protection or relocation of all other utilities; and
 - b) The Applicant shall coordinate the undergrounding described above with FPL, all other franchised utilities and the City, and shall provide evidence to the City of the

coordination.

8. During any demolition and construction activity on the Property, the Applicant shall:
 - a) Obtain advance approval of the City Traffic Engineer and the Executive Director of the CRA for any temporary closure or obstructions of public sidewalks or roadway lanes;
 - b) Provide a covered, lighted walkway, if at any time, a construction activity adjacent to a sidewalk and pedestrian area is allowed;
 - c) Provide continued upkeep and maintenance of any existing landscaping and public improvements, including meters, valves, backflow preventers, etc., along the perimeter of the Property that will be modified by the construction of this Project. Such maintenance shall be at no cost to the City of Boca Raton;
 - d) Provide continued upkeep and maintenance of the entire area covered by decorative pavers, including those that remain in place and new planter islands adjacent to the roadway, including plant material, irrigation, up-lighting and all ongoing maintenance costs. Such maintenance shall be at no cost to the City of Boca Raton; and
 - f) Preserve, replace and/or relocate all existing streetscape beautification elements (decorative pavers, landscaping, irrigation, decorative streetlights) in the public right-of-way as necessary subject to CAB review and approval by PWR, including restoration of the curb, crosswalks and affected medians. However, in the event that any new decorative streetlights are installed, any existing decorative streetlights shall also be replaced with the same new decorative streetlights in accordance with the Downtown Street Design Standards to ensure uniformity and consistency along any street where the new lamps are installed.
 - g) The public sidewalk along Southeast 3rd Street adjacent to the Property shall remain open to pedestrians at all times during any construction and/or demolition activity. The Applicant shall at all times provide pedestrian protection measures approved by the Building Official. The sidewalk may be temporarily closed during construction of the protective measures.
9. Prior to the issuance of a Certificate of Occupancy, the Applicant shall:
 - a) Complete and obtain approval for all improvements shown on the approved PWR plans, which shall include on-site improvements and required off-site improvements (including, but not necessarily limited to, those required pursuant to condition no. 5.a;
 - b) Install streetlights along the Property frontage following the specifications approved by the Downtown CRA;
 - c) Replace decorative streetlights with new streetlights following the specifications approved by the Downtown CRA;

- d) Preserve and/or relocate, as necessary, all existing streetscape beautification elements (decorative pavers, landscaping, irrigation, decorative streetlights) in the public right-of-way;
 - e) Have all conditions completed and accepted by the City or appropriate jurisdictions consistent with the approved Site Plan;
 - f) Construct and complete the installation underground of all electricity, telephone, CATV, and all other utility distribution lines on the Property or in any abutting public or private right of way, street, alley, easement, driveway, or other access roadway. The Applicant shall be responsible for all costs associated with underground wiring.
10. The Applicant shall provide to the City an annual report no later than January 15th of each year describing in detail the TDM program.
 11. In the event there is any conflict between the terms of this IDA and any other rule, regulation or ordinance of the City of Boca Raton, the terms of this IDA, the DDRI Development Order and the Rules shall control.

ABANDONMENTS OF RIGHTS-OF-WAY:

The Project is dependent upon each and every one of the below abandonments being approved, and if one or more such abandonments is not approved by the CRA, then all such abandonments shall be deemed null and void and of no effect (and no main use building permit for the Project shall be issued).

1. The CRA hereby finds that the criteria for abandonment of a right-of-way, set forth in Chapter 25, Article II, Code of Ordinances, have been satisfied, and the CRA therefore declares that it is in the best interests of the City and the public to vacate and abandon the 20-foot wide portion of an east-west alley generally located approximately midway between Southeast 3rd Street and Southeast 4th Street, as more particularly described in Exhibit "A-2," attached hereto and incorporated herein, subject to the conditions set forth in Section 5 of this IDA, the timely issuance of a main use building permit, and the commencement of construction of the Project pursuant to Section 4(a) of this IDA.
2. The CRA hereby finds that the criteria for abandonment of a right-of-way, set forth in Chapter 25, Article II, Code of Ordinances, have been satisfied, and the CRA therefore declares that it is in the best interests of the City and the public to vacate and abandon the 60-foot wide portion of Southeast 4th Street right-of-way, as more particularly described in Exhibit "A-2," attached hereto and incorporated herein, subject to the conditions set forth in Section 5 of this IDA, the timely issuance of a main use building permit, and the commencement of construction of the Project pursuant to Section 4(a) of this IDA.
3. The CRA finds that the criteria for abandonment of a right-of-way, set forth in Chapter 25, Article II, Code of Ordinances, have been satisfied, and the CRA therefore declares that it is in the best interests of the City and the public to vacate and abandon the 10-foot wide portion of an east-west alley generally located on the south of the Property right-of-way, as more particularly described in Exhibit "A-2," attached hereto and incorporated herein, subject to the conditions set forth in Section 5 of this IDA, the timely issuance of a main

use building permit, and the commencement of construction of the Project pursuant to Section 4(a) of this IDA.

In the event that a main use building permit has been timely issued for the Project, then perfection of the public rights-of-way abandonment(s) shall be documented by the City's recording of a notice of such abandonment(s) in the Public Records of Palm Beach County (the "Notice of Abandonment"). Provided, however, the Notice of Abandonment shall provide that in the event a main use building permit has been timely issued for the Project, but the construction of the Project has not timely commenced pursuant to Section 4(a) of this IDA, then, upon demand made by the City, all right, title and interest in the Abandonment Area shall revert to the City and the Applicant shall re-convey the Abandonment Area to the City.

Sidewalk Easement #3 (condition no. 5.f.iii), the utility easement located along the southern perimeter (condition no. 5.f.v) and the public parking easement (condition no. 5.f.vii) shall be recorded contemporaneously with the Notice of Abandonment.

In the event that a main use building permit has not been timely issued for the Project, then the abandonments approved herein shall be deemed null and void and of no further effect.

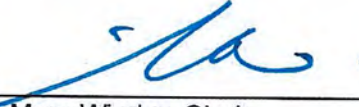
The Applicant expressly acknowledges that the Project is dependent upon the conditional abandonments approved herein, and that the Applicant is proceeding with the Project at its own risk prior to the perfection of such abandonments (since the abandonments approved herein may be deemed null and void and of no effect in the event all conditions of this IDA are not timely satisfied).

Additional Provisions to the IDA:

- A. The Applicant of the Property for this IDA represents to the CRA that it is the express intent of the Applicant to be governed by the conditions contained herein, which conditions shall govern development of the Property, and that said conditions shall bind the Applicant and all successors in title. These conditions are adopted pursuant to the CRA's authority and all applicable provisions of law. Adherence by the Applicant and successors in title to these conditions is deemed by the CRA to be an integral part of its determination that adoption of this resolution is an appropriate exercise of its power to approve the IDA with respect to the Property. If any condition set forth herein is declared invalid or unenforceable for any reason, the CRA expresses its intent that it would not have enacted this resolution without each of said conditions. In addition to any and all available remedies, failure to abide by these conditions may result in the revocation of this development approval and the rendering of the development (and the use of the Property as contemplated in this IDA approval) unlawful pursuant to the City's Code of Ordinances and the DDRI Development Order.
- B. The IDA shall take effect immediately upon adoption.

PASSED AND DULY APPROVED with a quorum present and voting, by the Boca Raton Community Redevelopment Agency this 24th day of April, 2023.

BOCA RATON COMMUNITY REDEVELOPMENT
AGENCY

By: 
Marc Wigder, Chair

ATTEST:


Mary Siddons, City Clerk

gpk

CRA COMMISSIONER	YES	NO	ABSTAINED
CHAIR MARC WIGDER	☒	☐	☐
VICE CHAIR FRAN NACHLAS	☒	☐	☐
COMMISSIONER YVETTE DRUCKER	☒	☐	☐
COMMISSIONER MONICA MAYOTTE	☒	☐	☐
COMMISSIONER SCOTT SINGER	☒	☐	☐

EXHIBIT A

"OVERALL PARCEL" / THE "PROPERTY"

The combined legal descriptions set forth in Exhibits A-1 (the DMBK Property) and A-2 (the Right-of-Way Abandonment Area), containing 91,950 square feet or 2.1 acres, more or less.

EXHIBIT A-1

"DMBK PROPERTY"

THE EAST ONE-HALF OF LOT 22, LOT 23, LOT 24, LESS THE NORTH 10 FEET AND LOT 25, LESS THE EAST 10 FEET, BLOCK 11, SOUTHEAST COAST LAND CO. PLAT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 60, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT B, BLOCK 14, SPANISH RIVER LAND COMPANY, PLAT "A", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 27 THROUGH 30, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT A, LESS THE EAST 70 FEET THEREOF, BLOCK 11, SPANISH RIVER LAND COMPANY, PLAT "A", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 27 THROUGH 30, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

THE EAST 70 FEET OF LOT A, BLOCK 11, SPANISH RIVER LAND COMPANY, PLAT "A", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 27 THROUGH 30, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 71,850 SQUARE FEET OR 1.64 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA.

EXHIBIT A-2

"RIGHT-OF-WAY-ABANDONMENT AREA"

(1) /NORTHERN EAST/WEST ALLEY RIGHT-OF-WAY

A PORTION OF THAT 20-FOOT ALLEY LYING IN BLOCK 11 AS SHOWN ON SOUTH EAST COAST LAND CO. PLAT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 60, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AS REPLATED AND SHOWN ON SPANISH RIVER LAND COMPANY, PLAT "A", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 27 THROUGH 30, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT A, BLOCK 11 OF SAID SPANISH RIVER LAND COMPANY, PLAT "A"; THENCE S88°53'17"W, ALONG THE SOUTH LINE OF SAID 20-FOOT ALLEY AND THE NORTH LINE OF SAID LOT A, BLOCK 11, A DISTANCE OF 165.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST HALF OF LOT 22, BLOCK 11, OF SAID SOUTH EAST COAST LAND CO. PLAT NO. 1; THENCE N01°19'44"W, ALONG SAID SOUTHERLY EXTENSION LINE, 20.00 FEET TO THE NORTH LINE OF SAID 20-FOOT ALLEY; THENCE N88°53'17"E, ALONG THE NORTH LINE OF SAID 20-FOOT ALLEY, 165.00 FEET TO AN INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT A, BLOCK 11, SPANISH RIVER LAND COMPANY, PLAT "A"; THENCE S01°19'44"E, ALONG SAID NORTHERLY EXTENSION LINE, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,300 SQUARE FEET OR 0.07 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

TOGETHER WITH: (2) SOUTHEAST 4TH STREET RIGHT-OF-WAY

THAT PORTION OF THE 60-FOOT RIGHT-OF-WAY OF S.E. 4TH STREET LYING BETWEEN LOT A, BLOCK 11 AND LOT B, BLOCK 14, SPANISH RIVER LAND COMPANY, PLAT "A", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 27 THROUGH 30, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT B, BLOCK 14; THENCE S88°53'17"W, ALONG THE SOUTH LINE OF SAID 60-FOOT RIGHT-OF-WAY AND THE NORTH LINE OF LOT B, BLOCK 14, A DISTANCE OF 240.00 FEET TO THE NORTHWEST CORNER OF SAID LOT B, BLOCK 14; THENCE N01°19'44"W, 60.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT A, BLOCK 11; THENCE N88°53'17"E, ALONG THE NORTH LINE OF SAID 60-FOOT RIGHT-OF-WAY AND THE SOUTH LINE OF LOT A, BLOCK 11, A DISTANCE OF 240.00 FEET TO THE SOUTHEAST CORNER OF LOT A, BLOCK 11; THENCE S01°19'44"E, 60.00 FEET TO THE POINT OF BEGINNING

CONTAINING 14,400 SQUARE FEET OR 0.33 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

TOGETHER WITH: (3) SOUTHERN EAST/WEST ALLEY RIGHT-OF-WAY

THE NORTH ONE-HALF OF THAT 20-FOOT ALLEY LYING SOUTH OF AND CONTIGUOUS TO THE SOUTH LINE OF LOT B, BLOCK 14, SPANISH RIVER LAND COMPANY, PLAT "A", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 27 THROUGH 30, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT B, BLOCK 14; THENCE S01°19'44"E, ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT B, BLOCK 14, A DISTANCE OF 10.00 FEET; THENCE S88°53'17"W, ALONG A LINE 10 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT B, BLOCK 14, A DISTANCE OF 240.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT B, BLOCK 14; THENCE N01°19'44"W, ALONG SAID SOUTHERLY EXTENSION LINE, 10.00 FEET TO THE SOUTHWEST CORNER OF LOT B, BLOCK 14; THENCE N88°53'17"E, ALONG THE SOUTH LINE OF LOT B, BLOCK 14 AND ALONG THE NORTH LINE OF SAID 20-FOOT ALLEY, A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,400 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

THE (1) NORTHERN EAST/WEST ALLEY RIGHT-OF-WAY, (2) SOUTHEAST 4TH STREET RIGHT-OF-WAY AND (3) SOUTHERN EAST/WEST ALLEY RIGHT-OF-WAY, TOGETHER, CONTAINING 0.45 ACRES, MORE OR LESS.

INDIVIDUAL DEVELOPMENT APPROVAL

DDRI IDA NO. CRP-22-01

22-97500002

**14 SOUTHEAST 4TH STREET, 33 SOUTHEAST 4TH STREET,
36 SOUTHEAST 3RD STREET, AND 41 SOUTHEAST 4TH STREET**

CONSIDERATION OF AN INDIVIDUAL DEVELOPMENT APPROVAL (IDA) OF THE BOCA RATON COMMUNITY REDEVELOPMENT AGENCY, FOR "THE RESIDENCES OF BOCA" PROJECT GENERALLY LOCATED ON APPROXIMATELY 1.64 ACRES AT 14 SOUTHEAST 4TH STREET, 33 SOUTHEAST 4TH STREET, 36 SOUTHEAST 3RD STREET, AND 41 SOUTHEAST 4TH STREET, TOGETHER WITH APPROXIMATELY 0.45 ACRES OF CITY RIGHTS-OF-WAY TO BE ABANDONED AS PART OF THIS APPROVAL, FOR AN OVERALL SITE TOTALING APPROXIMATELY 2.1 ACRES, TO AUTHORIZE DEVELOPMENT OF A 12-STORY, 190 UNIT RESIDENTIAL BUILDING TOTALING 338,131 SQUARE FEET, AND INTERNAL STRUCTURED PARKING TOTALING 131,089 SQUARE FEET, WITH A MAXIMUM HEIGHT NOT TO EXCEED 133 FEET, FOUR (4) INCHES, WITH ARCHITECTURAL FEATURES WITH A MAXIMUM TOTAL HEIGHT NOT TO EXCEED 148 FEET, FOUR (4) INCHES, AND THE RELOCATION OF EIGHT (8) EXISTING SURFACE PARKING SPACES ON SOUTHEAST 4TH STREET; CONSIDERING THE ABANDONMENT OF THE FOLLOWING THREE (3) PORTIONS OF CITY RIGHTS-OF-WAY: (i) A 20-FOOT WIDE PORTION OF AN EAST-WEST ALLEY RIGHT-OF-WAY GENERALLY LOCATED APPROXIMATELY MIDWAY BETWEEN SOUTHEAST 3RD STREET AND SOUTHEAST 4TH STREET, (ii) A 60-FOOT WIDE PORTION OF THE

SOUTHEAST 4TH STREET RIGHT-OF-WAY, AND (iii) A 10-FOOT WIDE PORTION OF AN EAST-WEST ALLEY RIGHT-OF-WAY GENERALLY LOCATED ON THE SOUTHERN SIDE OF THE PROPERTY; RESULTING IN APPROXIMATELY 398,607 SQUARE FEET OF OFFICE EQUIVALENT DEVELOPMENT REMAINING IN DOWNTOWN SUBAREA D; AND INCLUDING A CONVERSION OF USES; PROVIDING FOR REPEALER; PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to the provisions of Ordinance No. 4035, as amended, also known as the Downtown Development of Regional Impact (DDRI) Development Order ("DDRI Development Order") and the Rules of the Boca Raton Community Redevelopment Agency ("CRA") ("Rules"), DMBK, LLC, DMBK III, LLC, 33 SE 4th Street Associates, LLC, and Compson Associates Group, Inc., (collectively, the "Applicant") has filed an application with the CRA for an Individual Development Approval (IDA) for approximately 2.1 acres of land located within the boundaries of the DDRI consisting of the following: (i) approximately 1.64 acres generally located at 14 Southeast 4th Street, 33 Southeast 4th Street, 36 Southeast 3rd Street, and 41 Southeast 4th Street, described in Exhibit "A-1" (the "DMBK Property") and (ii) approximately 0.45 acres of City right-of-way proposed to be abandoned, described in Exhibit "A-2" (the "Right-of-Way Abandonment Area") (the DMBK Property together with the Right-of-Way Abandonment Area, collectively, the "Overall Site" or "Property," described in Exhibit "A"), to authorize development of a 12-story, 190 unit residential building totaling approximately 338,131 square feet, and internal structured parking totaling approximately 131,089 square feet, with a maximum height not to exceed 133 feet, four (4) inches, with architectural features with a maximum total height not to exceed 148 feet, four (4) inches; and the relocation of eight (8) existing surface parking spaces on Southeast 4th Street ("Project"), based on the plans prepared by Arquitectonica, Inc., and received by Development Services on January 24, 2023, attached as Exhibit "B"; the abandonment of the following City rights-of-way: (i) a 20-foot wide portion of an east-west alley generally located approximately midway between Southeast 3rd Street and Southeast 4th Street, (ii) a 60-foot wide portion of Southeast 4th Street, and (iii) a 10-foot wide portion of an east-west alley generally located on the southern side of the Property; and including a conversion of uses (collectively, the "Application"); and

WHEREAS, in connection with the development of the Project, the Applicant is requesting that the City abandon, pursuant to Chapter 25, Article II, Code of Ordinances, the Right-of-Way Abandonment Area, which consists of the following, approximately 0.45 acres of City right-of-way: (i) a 20-foot wide portion of an east-west alley generally located approximately midway between Southeast 3rd Street and Southeast 4th Street, (ii) a 60-foot wide portion of Southeast 4th Street, and (iii) a 10-foot wide portion of an east-west alley generally located on the southern side of the Property (the rights-of-way abandonments, collectively, the "Abandonments"); and

WHEREAS, the term Applicant shall include the Property owner, applicant, petitioner, lessee, tenant, heirs, successors in title, or any other relevant party having a lawful interest in the Property for which this IDA is granted. The term "Applicant" does not include the City as the owner of the Right-of-Way Abandonment Area, prior to the perfection of the Abandonment; and

WHEREAS, a public hearing thereon has been duly noticed and held in accordance with the requirements of the DDRI Development Order and Rules; and

WHEREAS, the CRA has considered the Application, and the recommendations of the professional staff, the Community Appearance Board and the Planning and Zoning Board, and the testimony, reports, exhibits and other documentary evidence submitted at the public hearing; and

WHEREAS, the CRA, having considered all of the foregoing and being fully advised and informed in the premises, has determined that it is in the best interests of the citizens of the City of Boca Raton to approve the Application subject to specified conditions and limitations.

FINDINGS OF FACT

The CRA hereby finds that:

1. Applicant has filed the Application with the CRA; the Project will result in approximately 398,607 square feet of office equivalent development remaining in Downtown Subarea D.
2. The Application was determined to be complete by the Executive Director of the CRA on March 17, 2023.
3. On March 17, 2023 the Executive Director of the CRA submitted his report in regard to the Application, recommending approval of the Application.
4. Adequate infrastructure facilities exist or will be provided in a timely manner, consistent with the DDRI Development Order and Rules, to serve the development of Downtown Boca Raton in a safe and efficient manner.
5. Approval of the requested 190 residential units exceeds the amount available in this subarea by 190 residential units and requires a conversion of uses within the subarea.
6. The Application includes an office equivalent development credit for the demolition of 23,723 square feet of buildings (6,220 square feet of Retail (High) and 17,503 square feet of Office) (36,015 square feet of office equivalent development) on the Property, for a total net of 43,152 square feet of office equivalent development on the Property (79,167 square feet of office equivalent development proposed, minus the credit of 36,015 square feet of office equivalent to be demolished).
7. The conversion of uses within the Downtown Subarea D does not affect any other subarea and is consistent with the requirements of the DDRI Development Order.
8. Approval of the Application requires a conversion of 6,220 square feet of Retail (High) (of the total 23,723 square feet that is to be demolished on the Property) to Residential; and a conversion of 936 square feet of Retail (Medium High) and 105 Hotel Rooms to Residential, within Downtown Subarea D.
9. The CRA has given public notice and held a public hearing to consider the Application.
10. The anticipated net annual tax increment revenue generated by this proposed development is estimated to be \$766,094.26.

CONCLUSIONS OF LAW

After having considered the Application for an IDA, the report and recommendations of the Executive Director of the CRA, the Planning and Zoning Board, the Community Appearance Board and the opinion, advice and counsel of the public, the CRA hereby finds that:

1. The Project and conversion of uses proposed in the Application meets all the requirements of the DDRI Development Order and the Rules.
2. This IDA supersedes and replaces any and all other development approvals issued regarding the Property by the City or any other authority except for the DDRI Development Order and the Rules.
3. The CRA is duly authorized and empowered to grant this IDA.

NOW, THEREFORE, IN ACCORDANCE WITH THE REQUIREMENTS OF THE DDRI DEVELOPMENT ORDER, AND THE RULES, THE BOCA RATON COMMUNITY REDEVELOPMENT AGENCY HEREBY GRANTS THIS IDA NO. CRP-22-01 FOR THE PROPERTY, SUBJECT TO THE FOLLOWING CONDITIONS, RESTRICTIONS AND LIMITATIONS:

GENERAL

1. The Applicant is hereby authorized to apply for and receive building permits for development, based on the plans prepared by Arquitectonica, Inc., and received by the Development Services Department on April 18, 2023, attached hereto and incorporated herein as Exhibit "B," subject to the conditions, restrictions and limitations set out in this IDA.
2. Development of the Property as planned in Exhibit "B," shall be carried out in accordance with the provisions of this IDA No. CRP-22-01 and full compliance with the DDRI Development Order and Rules, including, but not limited to, the following:
 - a) No individual building site shall be cleared in advance of actual construction of a building or buildings unless the cleared site is graded, seeded and mulched within thirty (30) days of completion of clearing.
 - b) During land clearing and site preparation, wetting operations or other soil treatment techniques to control unconfined emissions shall be employed, subject to South Florida Water Management District restrictions.
 - c) Prior to demolition of any commercial structure, the Applicant shall have a visual inspection of the interior of the structure and premises for the purpose of detecting and safely removing any stored hazardous or toxic materials that may be present. In addition, the Applicant shall perform an assessment of the Property to determine the extent of possible contamination from hazardous or toxic materials. Prior to the issuance of a main use building permit, the Applicant shall demonstrate, to the satisfaction of the Palm Beach County Department of Environmental Resources

Management (DERM), that hazardous materials contamination, if any, have been removed from the Property and that all required remediation has been effectuated.

- d) In the event that any archaeological resource, or indication of the presence of an archaeological resource, is discovered during construction, the Applicant shall suspend all construction activity and shall notify the CRA of the discovery of the archaeological resource.
 - e) Within 60 days after commencing development of the Property, all Melaleuca, Brazilian Pepper and Australian Pine which are present on the parcel shall be removed. Removal shall be in such manner that avoids seed dispersal by any of these species. There shall be no planting of these species on the Property.
 - f) No less than 50 percent of all landscaped areas shall be comprised entirely of native or drought-tolerant plants adapted to soil and climatic conditions occurring on-site. The use of soil improvement techniques to increase water absorption and the holding capacity of the soil, mulches to minimize evaporation and the most water conservative irrigation systems available shall be employed in an effort to minimize irrigation demand and wastage.
 - g) The development of the Property shall employ water-saving plumbing devices such as toilets with a maximum flush of 3.5 gallons and shower heads and faucets with a maximum flow rate of 3.0 gallons per minute (at 60 pounds of pressure per square inch).
 - h) The development of the Property shall comply with the Energy Conservation requirements contained in Section 3 (20), (21), and (22) of the DDRI Development Order.
 - i) The Development of the Property shall not employ reflective glass on the perimeter of any structure or building.
 - j) The Applicant shall make provisions to facilitate public accessibility for taxi services.
3. The following uses and intensity of development pursuant to the provisions of DDRI Development Order Section 2(3), shall be permitted to be developed on the Property as depicted in the plans attached as Exhibit "B", subject to each and every condition, requirement and limitation of this IDA, and the DDRI Development Order and the Rules:

Residential Units

190 units

This Project consists of 79,167 square feet total office equivalent development and 43,152 square feet of net office equivalent development after adjustment of existing development and demolitions leaving a total of approximately 398,607 square feet of office equivalent development remaining in Downtown Subarea D, and includes a conversion of uses.

4. Pursuant to the Rules of the CRA:

- a) This IDA shall expire and become null and void, and of no legal force and effect, in the event any of the following occur:

- i) The construction of the Project has not commenced, pursuant to a valid building permit, within 24 months of the date this IDA is adopted by the CRA (the "Construction Commencement Deadline");
 - ii) Active development of the Project is abandoned. Active development shall mean actual construction work on site pursuant to a valid building permit;
 - iii) A Certificate of Occupancy has not been obtained for the Project within 24 months of the date that construction has commenced; or
 - iv) The Applicant does not faithfully comply with, implement and fulfill all conditions, restrictions, restrictions and requirements of this IDA.
 - b) The Applicant may request that the CRA grant a 12-month extension of the Construction Commencement Deadline; and
 - c) Building permit(s) for this Project shall be issued based upon the availability of capacity within a given DDRI threshold as further defined under Chapter 6, Section 4 of the Rules.
5. Prior to the issuance of a main use building permit for the Project, the Applicant shall comply with the following:
- a) Obtain approval of design plans and necessary permits from City Staff Responsible for Public Works Review ("PWR"), and other required governmental agencies as applicable, for:
 - i. Wheel stops on all parking spaces that are adjacent to pedestrian areas for pedestrian safety;
 - ii. Demonstrate that all on-site elements, including parking stall size, wheel stops, bike racks, dumpster enclosures, etc., as shown on the approved site plan, are consistent with the City's Engineering Design Standards Manual ("EDSM");
 - iii. Water, sewer, paving and drainage plans for on-site and off-site improvements;
 - iv. A minimum of five (5) foot wide sidewalk free of encroachment along the Property frontage on Southeast 3rd Street;
 - v. Paving and other required improvements to the north-south alleys that adjoin the east and west sides of the Property, between Southeast 3rd and Southeast 5th Streets, as determined necessary by the City Engineer, but expressly including stormwater infrastructure and paving/improving the portion of the north-south alley adjoining the Property to the west that is located north of Southeast 4th Street and is currently unpaved.
 - vi. Engineering plans for the parking structure, which shall conform to the following standards: (i) the minimum unobstructed vertical clearance shall be 84 inches, (ii) the minimum unobstructed vertical clearance shall be 98 inches for any van accessible parking spaces and along at least one (1) vehicle access route to such spaces from site entrance and exit, (iii) columns (if included) shall not encroach into any parking space, (iv) ramp grade shall not exceed a 5 percent slope with parking or exceed 10 percent slope without parking, (v) grades for handicap parking spaces and access routes shall not exceed 2 percent, (vi) pull alarms, panic buttons and CCTV

cameras shall be provided, (vii) handicapped parking spaces shall be provided and required to meet ADA standards, (viii) all parking stalls shall be double striped, (ix) conspicuous signs shall be provided to indicate compact, public, and reserved parking spaces, and (x) minimum 2-foot buffer distance between any parking stall and adjacent walls and columns. In the event that the parking structure needs to be redesigned to meet the above requirements, and falls below the required parking space requirements, a new development approval shall be required. In the event the parking structure needs to be redesigned to meet the above requirements, and falls below the required parking space requirements, a new development approval shall be required.

- vii. A construction sequencing plan detailing the sequencing and timing of all infrastructure, building(s), and other site improvements that includes phasing, staging areas, a maintenance of traffic (MOT) plan, and any temporary use of right-of-way;
 - viii. Conspicuous signs to indicate each of the eight (8) public parking spaces depicted along Southeast 4th Street, on Sheet SP-0.01 of Exhibit "B," that are subject to the public parking easement required by condition no. 5.f.vii; and
 - ix. All work within the public rights-of-way to be conditionally vacated pursuant to the "Abandonments of Easements and Rights-of-Way" section of this IDA, and/or any other public right-of-way.
- b) Submit certification by a design professional that the engineering plans for all paved surfaces on the Property, for the eight (8) public parking spaces on the portion of the Southeast 4th Street to be abandoned, and for the parking structure, are consistent with the EDSM, the DDRI Development Order, and the Americans with Disabilities Act (ADA);
 - c) Provide a letter of credit or cash bond, in the forms attached hereto, in an amount equal to 110 percent of the cost of construction, to ensure the timely and complete construction of:
 - i. All off-site improvements;
 - ii. All activity in the public right-of-way (excluding the public rights-of-way to be conditionally vacated pursuant to the "Abandonments of Easements and Rights-of-Way" section of this IDA); and
 - iii. All on-site improvements to be dedicated to the City and/or for public use;
 - d) The Applicant shall remit to the City the voluntary contribution of \$36,288.00 suggested by the School District of Palm Beach County ("District") in the District's school capacity availability determination ("SCAD") letter dated December 14, 2022 (and voluntarily proffered by the Applicant). The City shall hold such voluntarily contributed funds, together with any other SCAD contributions received by the City, and the City shall determine, in its sole discretion, how and when to expend such funds in a manner that serves, benefits, improves and invests in public schools located within the City;
 - e) Submit evidence demonstrating that the Project complies with the Palm Beach County Unified Land Development Code, Article 13: "Impact Fee" Ordinance by presenting a receipt and building plans with the Palm Beach County Impact Fee

Stamp affixed evidencing payment of impact fees, if applicable, of an amount to be determined;

- f) Execute and deliver to the City for recordation, in the Public Records of Palm Beach County, together with applicable fees and in the forms attached to the agenda materials in connection with this IDA, the following:

- i. A Declaration of Covenants and Restrictions, which shall provide:

Solid Waste Service:

- (a) The Applicant shall contract with a private solid waste collection and disposal service as franchised by the City in accordance with the provisions of Section 14-22, Code of Ordinances, to provide solid waste pick-up service for all uses on the Property;
 - (b) The City will not be responsible for pickup of solid waste generated by any uses on the Property;
 - (c) The solid waste service will be contracted by the Applicant, and the costs of the solid waste services, including any solid waste service and all franchise and applicable solid waste disposal fees, shall be the sole responsibility of the Applicant, its successors and assigns, without recourse to the City; and
 - (d) The Applicant may change the solid waste service with which the Applicant contracts at any time without the written consent of the City, provided that any and all solid waste services with which the Applicant contracts is franchised by the City and provides a written acknowledgement that there shall be no recourse against the City;
- ii. A revocable license and perpetual maintenance agreement for street trees and landscaping improvements in the Southeast 3rd Street right-of-way, as depicted in Sheet SP-0.09 of Exhibit "B."
- iii. Three (3) sidewalk easements (referred to as Sidewalk Easements #1, #2 and #3), for the purpose of providing pedestrian access to the Property, in the locations depicted in Sheet SP-0.09 of Exhibit "B."
- iv. A 150 square foot utility easement for access to the water meter connection, located adjacent to the loading area at the southwest corner of the Property, as depicted in Sheet SP-0.09 of Exhibit "B."
- v. A five (5)-foot wide, 1,200 square foot utility easement for access to a sanitary pipe and facilities located along the southern perimeter of the Property, as depicted in Sheet SP-0.09 of Exhibit "B."
- vi. A declaration of unity of title ("Unity of Title") for the DMBK Property and the Right-of-Way Abandonment Area (the Overall Site). The Unity of Title shall provide that the Overall Site shall be unified under one title as an indivisible, interrelated, unified zoning/building site, with unified zoning

obligations, and shall be considered as one plot or parcel of land. No portion of the Overall Site shall be held, transferred, sold, conveyed, or occupied except in its entirety as one plot or parcel of land set forth in the Unity of Title. The Unity of Title shall not be released or amended without prior written consent of the City Manager. In the event that, prior to the recordation of the Unity of Title, any portion of the Overall Site is conveyed, the new owner of the conveyed portion of the Overall Site shall join into the Unity of Title.

- vii. An easement for eight (8) public surface parking spaces along Southeast 4th Avenue, as depicted on Sheet SP-0.01 of Exhibit "B." The easement shall provide: in addition to the signage for each space required by condition no. 5.a.vii to be installed by the Applicant, the City may install replacement or additional signage and/or meters at such public parking spaces at the City's sole discretion; such public parking spaces shall not be subject to any fees or charges except those determined by the City; any revenues from parking meters or any other fees/charges shall be the property of the City; the City shall have the right to enforce parking restrictions (including the issuance of parking tickets, towing, vehicles, and similar enforcement actions) and shall have the rights for its personnel to enter upon the Property, as appropriate, to accomplish such enforcement actions.
- g) Coordinate with the Recreation Services Department, Beautification Division, regarding the disposition of all existing trees and palms on the Property and/or on adjoining public rights-of-way. The Applicant shall be responsible to either pay the replacement cost of any existing trees and palms owned by the City of Boca Raton, or pay for the relocation of these City trees and palms to a site of the City's choice. The relocation shall be done pursuant to an environmental permit and with the approval of the City's horticulturalist/arborist. New locations for the trees shall be determined by the City's horticulturalist/arborist;
- h) Remit payment for all application fees adopted pursuant to the DDRI Development Order, including the DDRI Cost Recovery Fees;
- i) Submit evidence of payment of the Parks & Recreation Impact Fees for the Project;
- j) Submit a lighting plan that provides a lighting level in all surface vehicular use areas that shall be no less than ½ foot candle maintained after burn in;
- k) File and have approved by the City a Transportation Demand Management (TDM) application and plan ("TDM Plan") acceptable to the City. The TDM plan development and implementation process shall include the following:
 - i. Designate an individual to oversee and coordinate the TDM Plan ("TDM Program Coordinator"). The TDM Program Coordinator shall be the liaison between the Project and the City, and shall monitor all TDM Plan activities for the Project;

- ii. Provide language in the residential leases that would educate and encourage tenants to participate in the TDM program;
 - iii. Provide facilities for the posting of TDM program information in locations that are readily visible to employees and/or residents. This is an area that is used to supply information to employees and/or residents about bus and train schedules, South Florida Commuter Services, name and phone number of the Project's TDM Program Coordinator and information on local restaurants and shops within walking distance;
 - iv. Provide sheltered, secure facilities for storage of bicycles in accordance with the numerical requirements of City Code Section 28-1655, Code of Ordinances. Sheltered, secure facilities for the storage of bicycles shall mean an area that is covered and provides security by means of a locked gate or door or provides an area that is monitored to assure no theft or damage occurs to the bicycles. A plan and detail indicating the location of sheltered, secure bicycle facilities shall be included on the plans reviewed and approved by PWR;
 - v. Ensure the availability of meaningful incentives to the employees on the Property who make trips by modes of transportation other than single occupancy automobiles by providing transit, shuttle, car pool, walking and biking subsidies; and
 - vi. Perform tenant survey that asks residents questions about their commutes or barriers to trying new transportation modes.
- l) Submit an executed and recorded easement, in the form voluntarily proffered by the Applicant and attached to the agenda materials in connection with this matter (which instrument runs in favor of the adjacent property owner and not to the City or the public), granting vehicular and pedestrian access to the property owner(s) located immediately to the west of the Property (i.e. the Arbor office condominium), including its guests and invitees, through the Property and connecting to Southeast 4th Street to enable access to South Federal Highway.
6. No valet parking operations shall be allowed on this site as the site has not been designed to accommodate a valet service.
7. Prior to any demolition or construction activity on the Property:
- a) The Applicant shall be responsible for the design underground of all electricity, telephone, CATV and all other utility distribution lines on the Property or in any abutting public or private right of way, street, alley, easement, driveway, or other access roadway and the plans shall be reviewed and approved by PWR to ensure that all underground wire/wiring provided meets the specification of FPL and that all other utilities are protected or relocated as applicable. The Applicant shall be responsible for all costs associated with the protection or relocation of all other utilities; and
 - b) The Applicant shall coordinate the undergrounding described above with FPL, all other franchised utilities and the City, and shall provide evidence to the City of the

coordination.

8. During any demolition and construction activity on the Property, the Applicant shall:
 - a) Obtain advance approval of the City Traffic Engineer and the Executive Director of the CRA for any temporary closure or obstructions of public sidewalks or roadway lanes;
 - b) Provide a covered, lighted walkway, if at any time, a construction activity adjacent to a sidewalk and pedestrian area is allowed;
 - c) Provide continued upkeep and maintenance of any existing landscaping and public improvements, including meters, valves, backflow preventers, etc., along the perimeter of the Property that will be modified by the construction of this Project. Such maintenance shall be at no cost to the City of Boca Raton;
 - d) Provide continued upkeep and maintenance of the entire area covered by decorative pavers, including those that remain in place and new planter islands adjacent to the roadway, including plant material, irrigation, up-lighting and all ongoing maintenance costs. Such maintenance shall be at no cost to the City of Boca Raton; and
 - f) Preserve, replace and/or relocate all existing streetscape beautification elements (decorative pavers, landscaping, irrigation, decorative streetlights) in the public right-of-way as necessary subject to CAB review and approval by PWR, including restoration of the curb, crosswalks and affected medians. However, in the event that any new decorative streetlights are installed, any existing decorative streetlights shall also be replaced with the same new decorative streetlights in accordance with the Downtown Street Design Standards to ensure uniformity and consistency along any street where the new lamps are installed.
 - g) The public sidewalk along Southeast 3rd Street adjacent to the Property shall remain open to pedestrians at all times during any construction and/or demolition activity. The Applicant shall at all times provide pedestrian protection measures approved by the Building Official. The sidewalk may be temporarily closed during construction of the protective measures.
9. Prior to the issuance of a Certificate of Occupancy, the Applicant shall:
 - a) Complete and obtain approval for all improvements shown on the approved PWR plans, which shall include on-site improvements and required off-site improvements (including, but not necessarily limited to, those required pursuant to condition no. 5.a;
 - b) Install streetlights along the Property frontage following the specifications approved by the Downtown CRA;
 - c) Replace decorative streetlights with new streetlights following the specifications approved by the Downtown CRA;

- d) Preserve and/or relocate, as necessary, all existing streetscape beautification elements (decorative pavers, landscaping, irrigation, decorative streetlights) in the public right-of-way;
 - e) Have all conditions completed and accepted by the City or appropriate jurisdictions consistent with the approved Site Plan;
 - f) Construct and complete the installation underground of all electricity, telephone, CATV, and all other utility distribution lines on the Property or in any abutting public or private right of way, street, alley, easement, driveway, or other access roadway. The Applicant shall be responsible for all costs associated with underground wiring.
10. The Applicant shall provide to the City an annual report no later than January 15th of each year describing in detail the TDM program.
 11. In the event there is any conflict between the terms of this IDA and any other rule, regulation or ordinance of the City of Boca Raton, the terms of this IDA, the DDRI Development Order and the Rules shall control.

ABANDONMENTS OF RIGHTS-OF-WAY:

The Project is dependent upon each and every one of the below abandonments being approved, and if one or more such abandonments is not approved by the CRA, then all such abandonments shall be deemed null and void and of no effect (and no main use building permit for the Project shall be issued).

1. The CRA hereby finds that the criteria for abandonment of a right-of-way, set forth in Chapter 25, Article II, Code of Ordinances, have been satisfied, and the CRA therefore declares that it is in the best interests of the City and the public to vacate and abandon the 20-foot wide portion of an east-west alley generally located approximately midway between Southeast 3rd Street and Southeast 4th Street, as more particularly described in Exhibit "A-2," attached hereto and incorporated herein, subject to the conditions set forth in Section 5 of this IDA, the timely issuance of a main use building permit, and the commencement of construction of the Project pursuant to Section 4(a) of this IDA.
2. The CRA hereby finds that the criteria for abandonment of a right-of-way, set forth in Chapter 25, Article II, Code of Ordinances, have been satisfied, and the CRA therefore declares that it is in the best interests of the City and the public to vacate and abandon the 60-foot wide portion of Southeast 4th Street right-of-way, as more particularly described in Exhibit "A-2," attached hereto and incorporated herein, subject to the conditions set forth in Section 5 of this IDA, the timely issuance of a main use building permit, and the commencement of construction of the Project pursuant to Section 4(a) of this IDA.
3. The CRA finds that the criteria for abandonment of a right-of-way, set forth in Chapter 25, Article II, Code of Ordinances, have been satisfied, and the CRA therefore declares that it is in the best interests of the City and the public to vacate and abandon the 10-foot wide portion of an east-west alley generally located on the south of the Property right-of-way, as more particularly described in Exhibit "A-2," attached hereto and incorporated herein, subject to the conditions set forth in Section 5 of this IDA, the timely issuance of a main

use building permit, and the commencement of construction of the Project pursuant to Section 4(a) of this IDA.

In the event that a main use building permit has been timely issued for the Project, then perfection of the public rights-of-way abandonment(s) shall be documented by the City's recording of a notice of such abandonment(s) in the Public Records of Palm Beach County (the "Notice of Abandonment"). Provided, however, the Notice of Abandonment shall provide that in the event a main use building permit has been timely issued for the Project, but the construction of the Project has not timely commenced pursuant to Section 4(a) of this IDA, then, upon demand made by the City, all right, title and interest in the Abandonment Area shall revert to the City and the Applicant shall re-convey the Abandonment Area to the City.

Sidewalk Easement #3 (condition no. 5.f.iii), the utility easement located along the southern perimeter (condition no. 5.f.v) and the public parking easement (condition no. 5.f.vii) shall be recorded contemporaneously with the Notice of Abandonment.

In the event that a main use building permit has not been timely issued for the Project, then the abandonments approved herein shall be deemed null and void and of no further effect.

The Applicant expressly acknowledges that the Project is dependent upon the conditional abandonments approved herein, and that the Applicant is proceeding with the Project at its own risk prior to the perfection of such abandonments (since the abandonments approved herein may be deemed null and void and of no effect in the event all conditions of this IDA are not timely satisfied).

Additional Provisions to the IDA:

- A. The Applicant of the Property for this IDA represents to the CRA that it is the express intent of the Applicant to be governed by the conditions contained herein, which conditions shall govern development of the Property, and that said conditions shall bind the Applicant and all successors in title. These conditions are adopted pursuant to the CRA's authority and all applicable provisions of law. Adherence by the Applicant and successors in title to these conditions is deemed by the CRA to be an integral part of its determination that adoption of this resolution is an appropriate exercise of its power to approve the IDA with respect to the Property. If any condition set forth herein is declared invalid or unenforceable for any reason, the CRA expresses its intent that it would not have enacted this resolution without each of said conditions. In addition to any and all available remedies, failure to abide by these conditions may result in the revocation of this development approval and the rendering of the development (and the use of the Property as contemplated in this IDA approval) unlawful pursuant to the City's Code of Ordinances and the DDRI Development Order.
- B. The IDA shall take effect immediately upon adoption.

PASSED AND DULY APPROVED with a quorum present and voting, by the Boca Raton Community Redevelopment Agency this 24th day of April, 2023.

BOCA RATON COMMUNITY REDEVELOPMENT
AGENCY

By: 
Marc Wigder, Chair

ATTEST:


Mary Siddons, City Clerk

gpk

CRA COMMISSIONER	YES	NO	ABSTAINED
CHAIR MARC WIGDER	☒	☐	☐
VICE CHAIR FRAN NACHLAS	☒	☐	☐
COMMISSIONER YVETTE DRUCKER	☒	☐	☐
COMMISSIONER MONICA MAYOTTE	☒	☐	☐
COMMISSIONER SCOTT SINGER	☒	☐	☐

EXHIBIT A

"OVERALL PARCEL" / THE "PROPERTY"

The combined legal descriptions set forth in Exhibits A-1 (the DMBK Property) and A-2 (the Right-of-Way Abandonment Area), containing 91,950 square feet or 2.1 acres, more or less.

EXHIBIT A-1

"DMBK PROPERTY"

THE EAST ONE-HALF OF LOT 22, LOT 23, LOT 24, LESS THE NORTH 10 FEET AND LOT 25, LESS THE EAST 10 FEET, BLOCK 11, SOUTHEAST COAST LAND CO. PLAT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 60, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT B, BLOCK 14, SPANISH RIVER LAND COMPANY, PLAT "A", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 27 THROUGH 30, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT A, LESS THE EAST 70 FEET THEREOF, BLOCK 11, SPANISH RIVER LAND COMPANY, PLAT "A", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 27 THROUGH 30, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

THE EAST 70 FEET OF LOT A, BLOCK 11, SPANISH RIVER LAND COMPANY, PLAT "A", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 27 THROUGH 30, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 71,850 SQUARE FEET OR 1.64 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA.

EXHIBIT A-2

"RIGHT-OF-WAY-ABANDONMENT AREA"

(1) /NORTHERN EAST/WEST ALLEY RIGHT-OF-WAY

A PORTION OF THAT 20-FOOT ALLEY LYING IN BLOCK 11 AS SHOWN ON SOUTH EAST COAST LAND CO. PLAT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 60, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AS REPLATED AND SHOWN ON SPANISH RIVER LAND COMPANY, PLAT "A", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 27 THROUGH 30, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT A, BLOCK 11 OF SAID SPANISH RIVER LAND COMPANY, PLAT "A"; THENCE S88°53'17"W, ALONG THE SOUTH LINE OF SAID 20-FOOT ALLEY AND THE NORTH LINE OF SAID LOT A, BLOCK 11, A DISTANCE OF 165.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST HALF OF LOT 22, BLOCK 11, OF SAID SOUTH EAST COAST LAND CO. PLAT NO. 1; THENCE N01°19'44"W, ALONG SAID SOUTHERLY EXTENSION LINE, 20.00 FEET TO THE NORTH LINE OF SAID 20-FOOT ALLEY; THENCE N88°53'17"E, ALONG THE NORTH LINE OF SAID 20-FOOT ALLEY, 165.00 FEET TO AN INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT A, BLOCK 11, SPANISH RIVER LAND COMPANY, PLAT "A"; THENCE S01°19'44"E, ALONG SAID NORTHERLY EXTENSION LINE, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,300 SQUARE FEET OR 0.07 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

TOGETHER WITH: (2) SOUTHEAST 4TH STREET RIGHT-OF-WAY

THAT PORTION OF THE 60-FOOT RIGHT-OF-WAY OF S.E. 4TH STREET LYING BETWEEN LOT A, BLOCK 11 AND LOT B, BLOCK 14, SPANISH RIVER LAND COMPANY, PLAT "A", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 27 THROUGH 30, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT B, BLOCK 14; THENCE S88°53'17"W, ALONG THE SOUTH LINE OF SAID 60-FOOT RIGHT-OF-WAY AND THE NORTH LINE OF LOT B, BLOCK 14, A DISTANCE OF 240.00 FEET TO THE NORTHWEST CORNER OF SAID LOT B, BLOCK 14; THENCE N01°19'44"W, 60.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT A, BLOCK 11; THENCE N88°53'17"E, ALONG THE NORTH LINE OF SAID 60-FOOT RIGHT-OF-WAY AND THE SOUTH LINE OF LOT A, BLOCK 11, A DISTANCE OF 240.00 FEET TO THE SOUTHEAST CORNER OF LOT A, BLOCK 11; THENCE S01°19'44"E, 60.00 FEET TO THE POINT OF BEGINNING

CONTAINING 14,400 SQUARE FEET OR 0.33 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

TOGETHER WITH: (3) SOUTHERN EAST/WEST ALLEY RIGHT-OF-WAY

THE NORTH ONE-HALF OF THAT 20-FOOT ALLEY LYING SOUTH OF AND CONTIGUOUS TO THE SOUTH LINE OF LOT B, BLOCK 14, SPANISH RIVER LAND COMPANY, PLAT "A", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 27 THROUGH 30, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT B, BLOCK 14; THENCE S01°19'44"E, ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT B, BLOCK 14, A DISTANCE OF 10.00 FEET; THENCE S88°53'17"W, ALONG A LINE 10 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT B, BLOCK 14, A DISTANCE OF 240.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT B, BLOCK 14; THENCE N01°19'44"W, ALONG SAID SOUTHERLY EXTENSION LINE, 10.00 FEET TO THE SOUTHWEST CORNER OF LOT B, BLOCK 14; THENCE N88°53'17"E, ALONG THE SOUTH LINE OF LOT B, BLOCK 14 AND ALONG THE NORTH LINE OF SAID 20-FOOT ALLEY, A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,400 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

THE (1) NORTHERN EAST/WEST ALLEY RIGHT-OF-WAY, (2) SOUTHEAST 4TH STREET RIGHT-OF-WAY AND (3) SOUTHERN EAST/WEST ALLEY RIGHT-OF-WAY, TOGETHER, CONTAINING 0.45 ACRES, MORE OR LESS.

CASH BOND AGREEMENT

THIS CASH BOND AGREEMENT ("Agreement"), made this _____ day of _____, 20____, by and between _____, _____ company, whose mailing address _____ (the "Owner"), and THE CITY OF BOCA RATON, FLORIDA, a municipal corporation of the State of Florida, whose mailing address is 201 West Palmetto Park Road, Boca Raton, Florida 33432 (the "City"):

WHEREAS, the Owner of the property more specifically described in Exhibit "A" (the "Property") is obligated to complete site development, infrastructure and/or off-site improvements (the "Improvements") pursuant to a City-approved development order (Resolution No. _____) for the land development project known as _____ and in accordance with the plans and specifications approved by City staff responsible for public works review (PWR 45- -); and

WHEREAS, _____ has prepared an engineer's cost estimate, dated ____, for the Improvements, and attached hereto as Exhibit "B"; and

WHEREAS, the City Engineer has deemed the cost estimate for the Improvements to be reasonable and appropriate; and

WHEREAS, Section 26-152, City Code of Ordinances, provides, in pertinent part, that in lieu of immediate construction of the Improvements, the Owner shall file a letter of credit or cash bond in an amount equal to 110 percent of the cost of the Improvements to ensure the City the actual satisfactory completion of the construction of the Improvements within a period of not more than one (1) year from the date of the letter of credit or cash bond.

NOW THEREFORE, for and in consideration of the foregoing, the parties agree as follows:

1. The Owner agrees to provide the City with a cashier's check in the amount of _____ which amount represents 110% of the City approved cost estimate, as security to ensure the City the completion of the Improvements.

2. The Owner hereby agrees, for themselves and all successors and assigns to complete the Improvements within one (1) year from issuance by the City of a permit for construction of the Improvements.

3. The Owner and the City agree that the City Engineer may, but is not obligated to do so, reduce the initial amount stated above in accordance with work performed and accepted by the City Engineer.

4. The Owner may request, and the City may grant in its sole discretion, an extension of the one (1) year time period provided such extension is commensurate with the percentage of the Improvements constructed.

5. The Owner and the City agree that in addition to the one (1) year Improvements construction period, the City, in accordance with Section 26-152 Code of Ordinances, shall include a

maintenance provision for one (1) year, covering all Improvements by the Owner in an amount equal to 10 percent of the certified cost of the Improvements.

6. Upon successful completion of the required Improvements, as inspected and approved in writing by the Building Official and the City Engineer and upon receipt of the amount described in Section 5 of this agreement, the amount of the cash bond will be returned to the Owner, without interest.

7. The Owner unconditionally covenants and agrees that if the Owner fails to perform within the time specified by this Agreement, all or any part of its obligation established by this Agreement, the City, upon thirty (30) days written notice from the City or its authorized agent to the Owner or its authorized agent or officer, shall, at the City's option, have the right to complete the Owner's obligation or, pursuant to public advertisement and receipt of bids, cause to be completed these Improvements in the case the Owner should fail to or refuse to do so in accordance with the terms of the Agreement and/or the permit issued for construction of the Improvements. In the event the City should exercise and give effect to such right, the Owner shall be liable and the monies tendered hereby shall be used to reimburse the City the total cost thereof, including, but not limited to, engineering, legal, and contingent costs, together with any damages either direct or consequential, which may be sustained on account of the failure of the Owner to carry out and execute all the terms and provisions of the Agreement and/or the permit issued for construction of the Improvements.

IN WITNESS WHEREOF, the Owner has executed these presents this _____ day of _____, 20__

WITNESSES:

BY:

Sign _____

Sign _____

Print _____

Print _____

Sign _____

Print _____

(STATE OF FLORIDA
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign _____

Print _____

State of Florida at Large (Seal)
My Commission Expires:

CASH BOND AGREEMENT

THIS CASH BOND AGREEMENT ("Agreement"), made this _____ day of _____, 20____, by and between _____, company, whose mailing address _____ (the "Owner"), and THE CITY OF BOCA RATON, FLORIDA, a municipal corporation of the State of Florida, whose mailing address is 201 West Palmetto Park Road, Boca Raton, Florida 33432 (the "City"):

WHEREAS, the Owner of the property more specifically described in Exhibit "A" (the "Property") is obligated to complete site development, infrastructure and/or off-site improvements (the "Improvements") pursuant to a City-approved development order (Resolution No. _____) for the land development project known as _____ and in accordance with the plans and specifications approved by City staff responsible for public works review (PWR 45- -); and

WHEREAS, _____ has prepared an engineer's cost estimate, dated____, for the Improvements, and attached hereto as Exhibit "B"; and

WHEREAS, the City Engineer has deemed the cost estimate for the Improvements to be reasonable and appropriate; and

WHEREAS, Section 26-151, City Code of Ordinances, provides, in pertinent part, that in lieu of immediate construction of the Improvements, the Owner shall file a letter of credit or cash bond in an amount equal to 110 percent of the cost of the Improvements to ensure the City the actual satisfactory completion of the construction of the Improvements within a period of not more than one (1) year from the date of the letter of credit or cash bond.

NOW THEREFORE, for and in consideration of the foregoing, the parties agree as follows:

1. The Owner agrees to provide the City with a cashier's check in the amount of _____ which amount represents 110% of the City approved cost estimate, as security to ensure the City the completion of the Improvements.

2. The Owner hereby agrees, for themselves and all successors and assigns to complete the Improvements within one (1) year from issuance by the City of a permit for construction of the Improvements.

3. The Owner and the City agree that the City Engineer may, but is not obligated to do so, reduce the initial amount stated above in accordance with work performed and accepted by the City Engineer.

4. The Owner may request, and the City may grant in its sole discretion, an extension of the one (1) year time period provided such extension is commensurate with the percentage of the Improvements constructed.

5. The Owner and the City agree that in addition to the one (1) year Improvements construction period, the City, in accordance with Section 26-151 Code of Ordinances, shall include a

maintenance provision for one (1) year, covering all Improvements by the Owner in an amount equal to 10 percent of the certified cost of the Improvements.

6. Upon successful completion of the required Improvements, as inspected and approved in writing by the Building Official and the City Engineer and upon receipt of the amount described in Section 5 of this agreement, the amount of the cash bond will be returned to the Owner, without interest.

7. The Owner unconditionally covenants and agrees that if the Owner fails to perform within the time specified by this Agreement, all or any part of its obligation established by this Agreement, the City, upon thirty (30) days written notice from the City or its authorized agent to the Owner or its authorized agent or officer, shall, at the City's option, have the right to complete the Owner's obligation or, pursuant to public advertisement and receipt of bids, cause to be completed these Improvements in the case the Owner should fail to or refuse to do so in accordance with the terms of the Agreement and/or the permit issued for construction of the Improvements. In the event the City should exercise and give effect to such right, the Owner shall be liable and the monies tendered hereby shall be used to reimburse the City the total cost thereof, including, but not limited to, engineering, legal, and contingent costs, together with any damages either direct or consequential, which may be sustained on account of the failure of the Owner to carry out and execute all the terms and provisions of the Agreement and/or the permit issued for construction of the Improvements.

IN WITNESS WHEREOF, the Owner has executed these presents this _____ day of _____, 20__

WITNESSES:

BY:

Sign _____

Sign _____

Print _____

Print _____

Sign _____

Print _____

(STATE OF FLORIDA
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign _____

Print _____

State of Florida at Large (Seal)
My Commission Expires:

EXAMPLE

BANK STATIONERY

OUR IRREVOCABLE LETTER OF CREDIT

NO. _____

TO: City of Boca Raton
Development Services Department
Planning and Zoning Division
201 West Palmetto Park Road
Boca Raton, Florida 33432
Attention: Development Services Director

We hereby issue in your favor this irrevocable credit in the amount of \$ _____, which is available by your draft(s) at sight on us accompanied by the following document:

A written statement signed by your City Manager, or his/her designee, that all improvements (for the benefit of the public) required by [development approval resolution number], relating to that land development project known as _____, have not been completed as approved by the City.

We hereby further agree to notify you in writing no later than 30 days prior to the expiration date of this credit. Should we fail to notify you in accordance with the preceding sentence, this credit shall be deemed to be renewed for an additional one-year period and for subsequent one-year periods for which no notice is given.

The amount of this credit may be reduced before its expiration date, and before the expiration date of any renewals upon receipt by us of your written statement signed by your City Manager, or his/her designee, to reduce the outstanding balance of this credit by the amount indicated in your statement.

We hereby engage that drafts drawn in conformity with the terms of this credit will be duly accepted upon presentation at our counters not later than the expiry date of this matter.

BANK

Expiry Date: _____

By _____

Countersigned:



PLAN DETAILED REPORT PZCRP-2026-00001 FOR CITY OF BOCA RATON

Plan Type: Individual Development Approval (Downtown) **Project:** **App Date:** 02/24/2026
Work Class: Individual Development Approval **District:** Boca Raton **Exp Date:** 03/26/2026
Status: PreScreen **Square Feet:** 0.00 **Completed:** NOT COMPLETED
Valuation: \$0.00 **Assigned To:** Jennifer Angeline **Approval**
Description: RESIDENCES OF BOCA (CRP-22-01R1) **Expire Date:**

Parcel: 06434728030110012	Address: 36 Se 3Rd St	Zone: DDRI(DDRI)
06434728030110011	Boca Raton, FL 33432	X(X)
06434729060110221	41 Se 4Th St	1(1)
06434728030140020 Main	Boca Raton, FL 33432	
	33 Se 4Th St	
	Boca Raton, FL 33432	
	14 Se 4Th St Main	
	Boca Raton, FL 33432	

Property Owner KW SE 4TH STREET BOCA LLC 777 S FLAGLER DR STE 602 WEST PALM BEACH, FL 3340 Home: (561) 405-3363	Applicant KW SE 4TH STREET BOCA LLC 777 S FLAGLER DR STE 602 WEST PALM BEACH, FL 3340 Home: (561) 405-3363	Representative MISKEL BACKMAN, LLP SARA THOMPSON 14 SE 4TH ST #36 BOCA RATON, FL 33432 Business: (561) 405-3363 Mobile: (207) 232-2449
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Invoice No.	Fee	Fee Amount	Amount Paid
INV-00121025	Graphics	\$50.00	\$50.00
	IDG Urban Design Review Consultant Initial Deposit	\$24,000.00	\$24,000.00
	IDG Urban Design Review Admin Processing Fee	\$1,200.00	\$1,200.00
	Square Footage (IDA Downtown)	\$5,000.00	\$5,000.00
Total for Invoice INV-00121025		\$30,250.00	\$30,250.00
Grand Total for Plan		\$30,250.00	\$30,250.00

DISCLOSURE OF OWNERSHIP INTERESTS – PROPERTY and *APPLICANT

TO BE COMPLETED AND EXECUTED BY THE PROPERTY OWNER(S) AND BY APPLICANT (*ONLY WHEN THE APPLICANT IS NOT THE OWNER OF THE SUBJECT PROPERTY) FOR EACH APPLICATION FOR: Site Plan Approval, Conditional Use Approval, Master Plan Approval, Comprehensive Plan Future Land Use Map Amendment Approval, Rezoning Approval, etc. ("Development Order Approval")

TO: DEVELOPMENT SERVICES DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA COUNTY
OF PALM BEACH

AS TO PROPERTY OWNER:

BEFORE ME, the undersigned authority, this day personally appeared Philip Braunstein, hereinafter referred to as "Affiant One," who being by me first duly sworn, under oath, deposes and states as follows:

1.(a) Affiant One is the [] individual or [] Authorized signatory [position - e.g., president, partner, trustee] of KW SE 4TH STREET BOCA LLC [name and type of entity - e.g., ABC Corporation, XYZ Limited Partnership] that holds an ownership interest in real property legally described on the attached Exhibit "A" (the "Property"). The Property is the subject of an application for Development Order Approval with the City of Boca Raton.

1.(b) Affiant One's address is:

777 S. FLAGLER DR., STE. 602 EAST
WEST PALM BEACH, FL 33401

1.(c). Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five (5%) percent or greater interest in the Property. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

CITY OF BOCA RATON – DEVELOPMENT SERVICES

AS TO APPLICANT:

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as "Affiant Two," who being by me first duly sworn, under oath, deposes and states as follows:

2.(a) Affiant Two is the [] individual or [] _____ [position - e.g., president, partner, trustee] of _____ [name and type of entity - e.g., ABC Corporation, XYZ Limited Partnership] (hereinafter "Applicant"). Applicant seeks Development Order Approval for real property legally described on the attached Exhibit "A" (the "Property").

2.(b) Affiant Two's address is:

2.(c). Attached hereto as Exhibit "C" is a complete listing of the names and addresses of every person or entity having a five (5%) percent or greater interest in the Applicant. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

CITY OF BOCA RATON – DEVELOPMENT SERVICES

AS TO PROPERTY OWNER AND/OR APPLICANT (only when the Applicant is not the owner of the subject property):

3. Affiant One and/or Affiant Two acknowledge(s) that this Affidavit is given to comply with City of Boca Raton policy, and will be relied upon by the City of Boca Raton in its review of an application for Development Order Approval affecting the Property. Affiant One further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five (5%) percent or greater interest in the Property. Affiant Two further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interest on behalf of the Applicant.
4. Affiant One further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Development Order Approval. Affiant Two further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Applicant that may occur before the date of final public hearing on the application for Development Order Approval.
5. Affiant One and Affiant Two further state that Affiant One and Affiant Two are familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
6. Under penalty of perjury, Affiant One and Affiant Two declare that Affiant One and Affiant Two have examined this Affidavit and to the best of Affiant One's and Affiant Two's knowledge and belief it is true, correct, and complete.

CITY OF BOCA RATON - DEVELOPMENT SERVICES

FURTHER AFFIANT ONE SAYETH NAUGHT.

Philip Braunstein, Affiant One
(Print Affiant One Name)

The foregoing instrument was acknowledged before me this 12th day of February,
2020, by Philip Braunstein, ☒ who is personally known
to me or ☐ who has produced _____ as
identification and who did take an oath.

Anne M. Senn

Notary Public

Anne M. Senn

(Print Notary Name)

NOTARY PUBLIC

State of Florida at Large

My Commission Expires:



ANNE M. SENN
Notary Public
State of Florida
Comm# HH373453
Expires 3/14/2027

CITY OF BOCA RATON – DEVELOPMENT SERVICES

FURTHER AFFIANT TWO SAYETH NAUGHT.

_____, Affiant Two
(Print Affiant Two Name)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, [] who is personally known
to me or [] who has produced _____ as
identification and who did take an oath.

Notary Public

(Print Notary Name)

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: ____

CITY OF BOCA RATON – DEVELOPMENT SERVICES

EXHIBIT “A”

PROPERTY

EXHIBIT "B"

DISCLOSURE OF OWNERSHIP INTERESTS - PROPERTY

Affiant One must identify all entities and individuals owning five (5%) percent or more ownership interest in the Property. Affiant One must identify individual owners. For example, if Affiant One is an officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant One must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name

Address

[illegible]

EXHIBIT "C"

DISCLOSURE OF OWNERSHIP INTERESTS - APPLICANT

~~Affiant Two must identify all entities and individuals owning five (5%) percent or more ownership interest in Applicant's corporation, partnership, or other principal, if any. Affiant Two must identify individual owners. For example, if Affiant Two is the officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant Two must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.~~

Name

~~Address~~

A large triangle is drawn with its base at the bottom and its apex at the top. Inside the triangle, there are several horizontal lines that are parallel to the base, creating a series of stacked rectangular sections. This diagram likely represents a mountain or a structure being analyzed for stability.

CITY OF BOCA RATON



Notice to Submitters: To ensure clarity, avert potential misunderstandings, and conserve taxpayer funds that might otherwise be expended in litigating unjustified estoppel-related claims, this Notice reaffirms: a party cannot reasonably rely on any aspect of governmental action unless and until the City has taken final action and all applicable appeal periods have expired. Submission of an application, materials, project narrative, fees, presentation, proposal, request, information or documentation regarding a potential project, as well as any pre-application meetings or preliminary discussions (collectively or individually, a "Submission") by or on behalf of a party (a "Requester"), and any actions by or on behalf of the City related thereto (including, without limitation, receipt, placement on an agenda, review, comments, input, discussions, directions, meetings, recommendations, evaluations, assessments, analyses, opinions, conclusions, consensus, statements, suggestions, representations, or other communications, whether or not provided to Requester) does not:

(i) create, or form the basis of, a claim of estoppel, vested rights, detrimental reliance, or entitlement of any type or nature,

(ii) create a presumption that a Submission is complete or consistent with any City Code, requirement, or policy, or

(iii) serve as an assurance, guarantee or entitlement that a Submission will be reviewed, processed, or considered at all or in any specific manner (or further reviewed, processed or considered).

By preparing and/or providing a Submission to the City, Requester: (i) is proceeding at his/her/its own risk, and (ii) bears any and all risk of loss in connection with the Submission or resulting from the denial of the Submission, including without limitation, losses related to time invested, costs incurred, potential opportunities, and resources expended. Note, based on the specific facts, estoppel rights may not extend to all final actions of the City, and such final actions remain subject to City Council's authority to revoke, rescind, reverse, repeal, withdraw or annul a prior action. [Revised October 20, 2023]

Project Property Address(es): 14, 33, and 41 SE 4th Street and 36

SE 3rd Street

Project Parcel Control Number(s): 06434728030140020,

06434728030110011, 06434728030110012, 06434729060110221

AUTHORIZED AGENT FORM

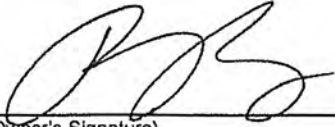
I, Philip Brunstein as owner of 14, 33, and 41 SE 4th Street and
36 SE 3rd Street
(print name of owner) (print property address)

do hereby authorize Miskel Backman LLP to act as my agent in
(print name of authorized agent)

representing and/or submitting development applications to the City of Boca Raton. I understand that I am the owner of record responsible for the development applications submitted by my agent referenced above. I further understand that each time my agent submits and application or signs any required documents, that the individual must exhibit this authorization form at the discretion of the Planning and Zoning Staff.

(Continued on next page)

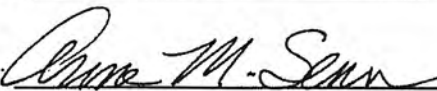
The Owner's Signature Is To Be Notarized


(Owner's Signature)

02-12-2020
(Date)

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me on this 12th day of February,
2020. By Philip Braunstein, who is personally known to me () or has provided
the following identification _____.

Notary Public Signature: 

Notary Public Stamp Here:



ANNE M. SENN
Notary Public
State of Florida
Comm# HH373453
Expires 3/14/2027

LOBBYIST DISCLOSURE
(Section 28-9(2), Code of Ordinances)

In the space provided below, please list each person retained or authorized to communicate with the City/Community Redevelopment Agency (including the City Council/CRA Board of Commissioners, Planning and Zoning Board, and any other City advisory board, and employees of the City/CRA) on your behalf on this application, including:

- (i) Whether such person is a "lobbyist" as defined under Palm Beach County Code Section 2-352, as may be amended;
- (ii) The name of the principal(s) or entity(ies) that retained such person; and
- (iii) An affirmation that such person has either registered in the Palm Beach County Central Lobbyist Registry or is not required by law to do so. Any identifying information associated with such lobbyist registration shall be provided, such as a copy or screenshot of the applicable Palm Beach County registry entry. *

The applicant shall update and supplement such certifications, and the disclosures contained therein, throughout the pendency of the application, including providing copies or screenshots of updated Palm Beach County registry entries when applicable, and including upon the retention or authorization of any additional person subject to this requirement or any change in the information previously provided. Any person appearing before the City Council, the CRA, the Planning and Zoning Board, or any other board or advisory body of the City on behalf of an applicant shall, prior to addressing such body, verbally disclose on the record whether such person is a lobbyist and, if so, the principal on whose behalf such person is appearing. Prior to scheduling a public hearing, staff will request that the Applicant verify that this document is up to date.

Name	Registered Lobbyist (Y/N)	Name of principal(s) or entity(ies) you are representing	Date of Registration with Palm Beach County Central Lobbyist Registry (or indicate "Exempt")
Bonnie Miskel, Esq.	Y	KW SE 4th Street Boca LLC	June 11, 2026
Sara Thompson, Esq.	Y	KW SE 4th Street Boca LLC	June 16, 2026

I certify under penalty of perjury that the information contained in this Lobbyist Disclosure is true and correct to the best of my knowledge and that I will update this disclosure throughout the pendency of the application as required by Section 28-9(2) of the City Code.

I acknowledge that it is my duty to update this disclosure, which is ongoing and applies throughout the pendency of the application, including the retention or authorization of any additional representative.



(Owner's Signature)

6/18/2026

(Date)

List of Principals

Principal Name	Company Name	Paid	Effective From	Withdrawn On
Principal Name	Company Name	Paid	Effective From	Withdrawn On
Braunstein, Phillip	KW SE 4TH STREET BOCA LLC	Yes	06/11/2026	



Lobbyist Registration



Welcome, sthompson ! [Log Out] ?

Home	My Account	Principal	Expenditure Report	Reports	Contact Us
------	------------	-----------	--------------------	---------	------------

PAYMENT CONFIRMATION

Pay To : Palm Beach County**Account Holder :** Sara Thompson**Amount (US\$) :** 25.00**Transaction Date/Time :** 6/10/2026 3:21:17 PM**Confirmation Number :** 010495

This confirmation and your payment receipt only confirms that the payment has been accepted for processing.

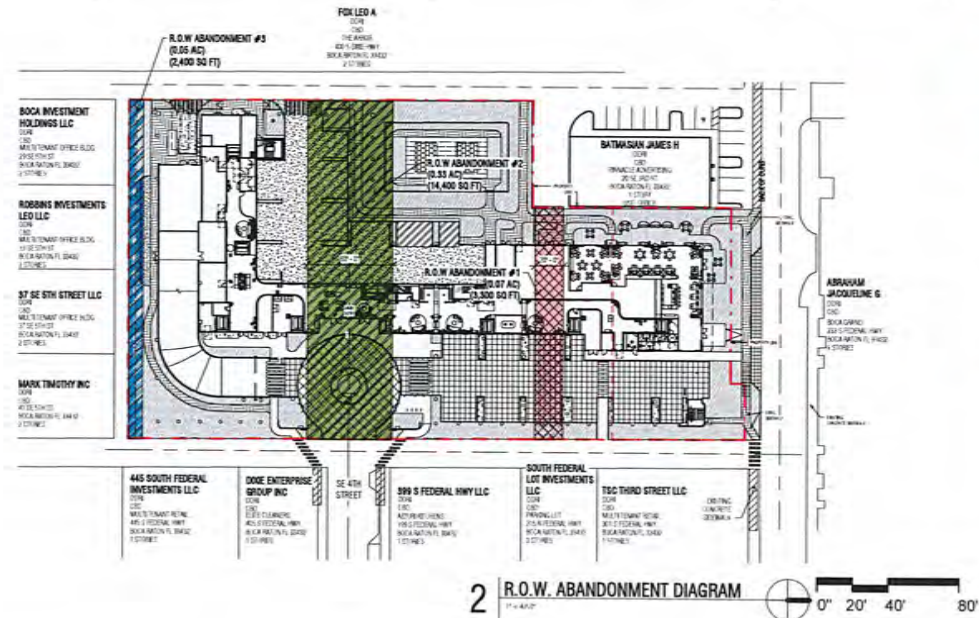
[Print](#) [Home](#)

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LEGEND	DESCRIPTION	AREA (AC)	AREA (SQ FT)
	ABANDONMENT #1 A 0.50 AC WEST PORTION OF ALLEY PUBLIC RIGHT-OF-WAY	0.50	3,488
	ABANDONMENT #2 A 0.31 AC WEST PORTION OF COURTHOUSE STREET RIGHT-OF-WAY	0.31	2,143
	ABANDONMENT #3 A 0.07 AC WEST PORTION OF ALLEY PUBLIC RIGHT-OF-WAY	0.07	480
	TOTAL	0.88	6,111

Special: River Land Company, Plot B, Page 27 of the Public Records of Miami-Dade County

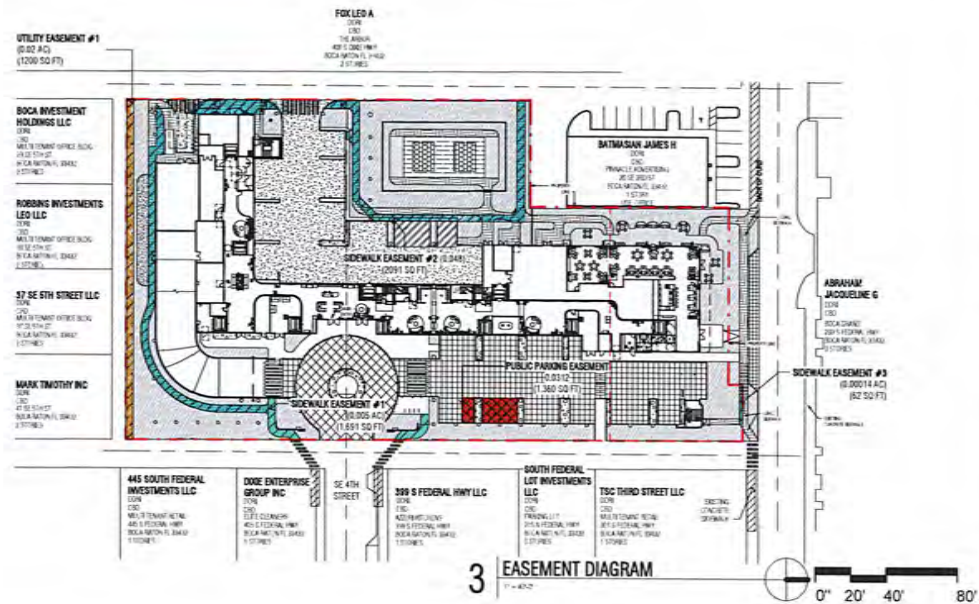
--- PROPERTY LINE



LEGEND	DESCRIPTION	AREA (AC)	AREA (SQ FT)
	PUBLIC PARKING EASEMENT PORTION OF A 0.50 AC CITY STREET PUBLIC RIGHT-OF-WAY	0.001	6,944 SQ FT
	SEWAGE EASEMENT #1 PORTION OF A 0.50 AC CITY STREET PUBLIC RIGHT-OF-WAY	0.001 AC	6,944 SQ FT
	SEWAGE EASEMENT #2 PORTION OF A 0.50 AC CITY STREET PUBLIC RIGHT-OF-WAY	0.001 AC	6,944 SQ FT
	SEWAGE EASEMENT #3 PORTION OF A 0.50 AC CITY STREET PUBLIC RIGHT-OF-WAY	0.001 AC	6,944 SQ FT
	UTILITY EASEMENT #1 PORTION OF A 0.50 AC CITY STREET PUBLIC RIGHT-OF-WAY	0.001	6,944
	TOTAL	0.004	30,820

Special: River Land Company, Plot B, Page 27 of the Public Records of Miami-Dade County

--- PROPERTY LINE



THE RESIDENCES OF BOCA

PROJECT ADDRESS
4111 AC
Boca Raton, FL 33433

OWNER
4111 AC STREET BOCA LLC
3991 FLORIAN DRIVE, SUITE 200, WEST PALM BEACH, FL 33411

ARQUITECTONICA

2700 N.W. 10th Avenue
Miami, Florida 33136
305.577.1122
www.arquitectonica.com

CIVIL ENGINEER
ARQUITECTONICA
4111 AC STREET BOCA LLC
3991 FLORIAN DRIVE, SUITE 200, WEST PALM BEACH, FL 33411
305.577.1122

LANDSCAPE ARCHITECT
ARQUITECTONICA
4111 AC STREET BOCA LLC
3991 FLORIAN DRIVE, SUITE 200, WEST PALM BEACH, FL 33411
305.577.1122

SCALE/PROPORTION
OFFICE: 1/8" = 1'-0"

PROJECT NUMBER
100000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 116, FLORIDA BUILDING CODE AND CHAPTER 55, FLORIDA STATUTES.

ALL DESIGN INDICATED IN THESE DRAWINGS ARE THE PROPERTY OF ARQUITECTONICA INTERNATIONAL, CORP. ALL COPYRIGHTS RESERVED. NO COPY, TRANSMISSION, REPRODUCTION OR ELECTRONIC REPRODUCTION OF ANY PORTION OF THESE DRAWINGS IN WHOLE OR IN PART ARE TO BE MADE WITHOUT THE EXPRESS WRITTEN PERMISSION OF ARQUITECTONICA INTERNATIONAL, CORP.

ISSUE #	DESCRIPTION	DATE
1	ISSUE 01: PRELIMINARY	10/20/20
2	ISSUE 02: PRELIMINARY, RE-DESIGN	10/20/20
3	ISSUE 03: PRELIMINARY, RE-DESIGN	10/20/20

SPA
ABANDONMENT & EASEMENT
DIAGRAMS

SCALE: As indicated

SP-0.10

ARQUITECTONICA INTERNATIONAL, INC.

EXHIBIT "A"

SKETCH & DESCRIPTION FOR:

**PORTIONS OF SOUTH EAST COAST LAND CO. PLAT NO. 1 (P.B. 9/60, P.B.C.R.)
& PORTIONS OF SPANISH RIVER LAND COMPANY, PLAT "A" (P.B. 16/27-30, P.B.C.R.)**
CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

The East one-half of Lot 22, Lot 23, Lot 24, LESS the north 10 feet and Lot 25, LESS the east 10 feet, Block 11, SOUTH EAST COAST LAND CO. PLAT NO. 1, according to the plat thereof as recorded in Plat Book 9, Page 60, Public Records of Palm Beach County, Florida.

TOGETHER WITH:

Lot B, Block 14, SPANISH RIVER LAND COMPANY, PLAT "A", according to the Plat thereof as recorded in Plat Book 16, Pages 27 through 30, inclusive, of the Public Records of Palm Beach County, Florida.

TOGETHER WITH:

Lot A, less the East 70 feet thereof, Block 11, SPANISH RIVER LAND COMPANY, PLAT "A", according to the Plat thereof as recorded in Plat Book 16, Pages 27 through 30, of the Public Records of Palm Beach County, Florida.

TOGETHER WITH:

The East 70 feet of Lot A, Block 11, SPANISH RIVER LAND COMPANY, PLAT "A", according to the Plat thereof as recorded in Plat Book 16, Pages 27 through 30, of the Public Records of Palm Beach County, Florida.

TOGETHER WITH: (ABANDONMENT #1)

A portion of that 20-foot alley lying in Block 11 as shown on SOUTH EAST COAST LAND CO. PLAT NO. 1, according to the plat thereof as recorded in Plat Book 9, Page 60, Public Records of Palm Beach County, Florida as replated and shown on SPANISH RIVER LAND COMPANY, PLAT "A", according to the Plat thereof as recorded in Plat Book 16, Pages 27 through 30, of the Public Records of Palm Beach County, Florida, described as follows:

BEGIN at the northeast corner of Lot A, Block 11 of said SPANISH RIVER LAND COMPANY, PLAT "A"; thence S88°53'17"W, along the south line of said 20-foot alley and the north line of said Lot A, Block 11, a distance of 165.00 feet to an intersection with the southerly extension of the west line of the east half of Lot 22, Block 11, of said SOUTH EAST COAST LAND CO. PLAT NO. 1; thence N01°19'44"W, along said southerly extension line, 20.00 feet to the north line of said 20-foot alley; thence N88°53'17"E, along the north line of said 20-foot alley, 165.00 feet to an intersection with the northerly extension of the east line of said Lot A, Block 11, SPANISH RIVER LAND COMPANY, PLAT "A"; thence S01°19'44"E, along said northerly extension line, 20.00 feet to the POINT OF BEGINNING.

LAND DESCRIPTION continue on Sheet 2 of 5.....

REVISIONS



AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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JOB #: **11633-11**

SCALE: N/A

DATE: 02/06/2023

BY: M.M.K.

CHECKED:

F.B. N/A PG. N/A

SHEET: **1 OF 5**

EXHIBIT "A"

SKETCH & DESCRIPTION FOR:

**PORTIONS OF SOUTH EAST COAST LAND CO. PLAT NO. 1 (P.B. 9/60, P.B.C.R.)
& PORTIONS OF SPANISH RIVER LAND COMPANY, PLAT "A" (P.B. 16/27-30, P.B.C.R.)**
CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION continue from Sheet 1 of 5:

TOGETHER WITH: (ABANDONMENT #2)

That portion of the 60-foot right-of-way of S.E. 4th Street lying between Lot A, Block 11 and Lot B, Block 14, SPANISH RIVER LAND COMPANY, PLAT "A", according to the Plat thereof as recorded in Plat Book 16, Pages 27 through 30, of the Public Records of Palm Beach County, Florida, described as follows:

BEGIN at the northeast corner of said Lot B, Block 14; thence S88°53'17"W, along the south line of said 60-foot right-of-way and the north line of Lot B, Block 14, a distance of 240.00 feet to the northwest corner of said Lot B, Block 14; thence N01°19'44"W, 60.00 feet to the southwest corner of said Lot A, Block 11; thence N88°53'17"E, along the north line of said 60-foot right-of-way and the south line of Lot A, Block 11, a distance of 240.00 feet to the southeast corner of Lot A, Block 11; thence S01°19'44"E, 60.00 feet to the POINT OF BEGINNING.

TOGETHER WITH: (ABANDONMENT #3)

The north one-half of that 20-foot alley lying south of and contiguous to the south line of Lot B, Block 14, SPANISH RIVER LAND COMPANY, PLAT "A", according to the Plat thereof as recorded in Plat Book 16, Pages 27 through 30, of the Public Records of Palm Beach County, Florida, described as follows:

BEGIN at the southeast corner of said Lot B, Block 14; thence S01°19'44"E, along the southerly extension of the east line of said Lot B, Block 14, a distance of 10.00 feet; thence S88°53'17"W, along a line 10 feet south of and parallel with the south line of Lot B, Block 14, a distance of 240.00 feet to an intersection with the southerly extension of the west line of Lot B, Block 14; thence N01°19'44"W, along said southerly extension line, 10.00 feet to the southwest corner of Lot B, Block 14; thence N88°53'17"E, along the south line of Lot B, Block 14 and along the north line of said 20-foot alley, a distance of 240.00 feet to the POINT OF BEGINNING.

Said lands situate in the City of Boca Raton, Palm Beach County, Florida and containing 91,953 square feet (2.111 acres) more or less.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S01°19'44"E	435.26'
L2	S88°53'17"W	240.00'
L3	N01°19'44"W	285.00'
L4	N88°53'17"E	75.00'
L5	N01°19'44"W	140.39'
L6	N88°55'59"E	125.00'
L7	N01°19'44"W	10.00'
L8	N88°55'59"E	40.00'

REVISIONS



AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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JOB #: **11633-11**

SCALE: N/A

DATE: 02/06/2023

BY: M.M.K.

CHECKED:

F.B. N/A PG. N/A

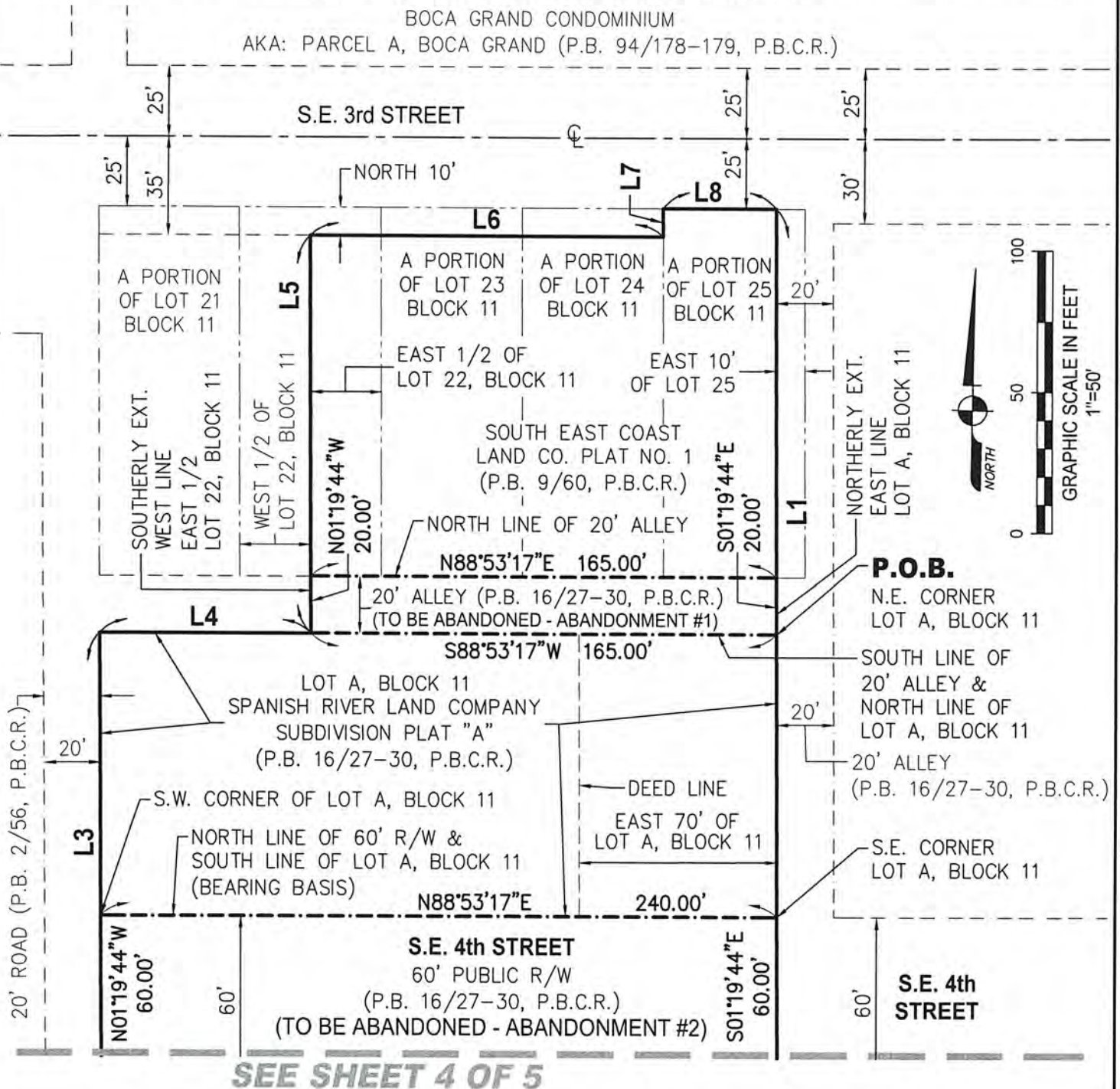
SHEET: **2 OF 5**

EXHIBIT "A"

SKETCH & DESCRIPTION FOR:

**PORTIONS OF SOUTH EAST COAST LAND CO. PLAT NO. 1 (P.B. 9/60, P.B.C.R.)
& PORTIONS OF SPANISH RIVER LAND COMPANY, PLAT "A" (P.B. 16/27-30, P.B.C.R.)**
CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA

BOCA GRAND CONDOMINIUM
AKA: PARCEL A, BOCA GRAND (P.B. 94/178-179, P.B.C.R.)



SEE SHEET 4 OF 5

NOTE: SEE SHEET 2 OF 5 FOR LINE TABLE

REVISIONS

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com



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JOB #: 11633-11

SCALE: 1" = 50'

DATE: 02/06/2023

BY: M.M.K.

CHECKED:

F.B. N/A PG. N/A

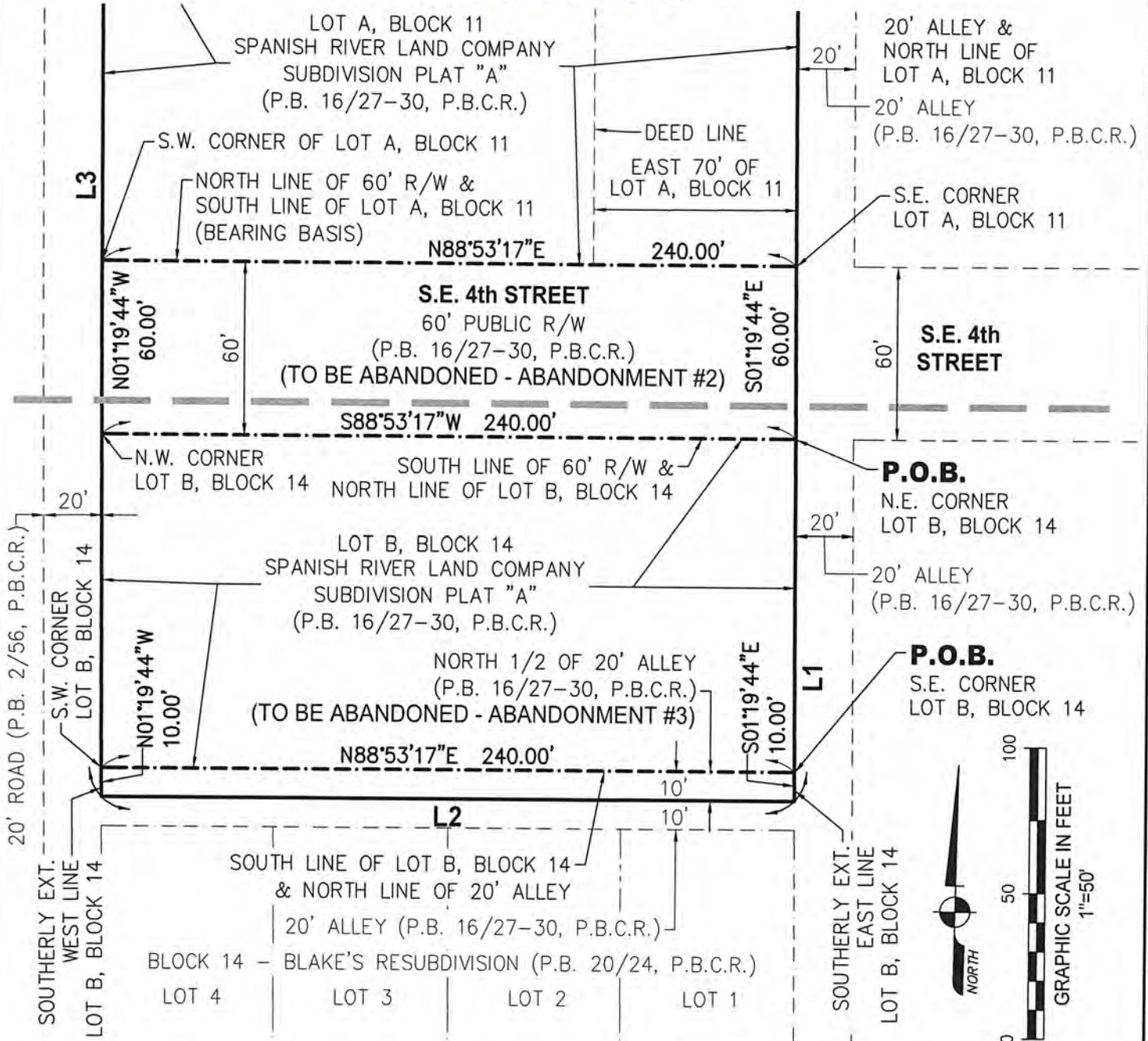
SHEET: 3 OF 5

EXHIBIT "A"

SKETCH & DESCRIPTION FOR:

**PORTIONS OF SOUTH EAST COAST LAND CO. PLAT NO. 1 (P.B. 9/60, P.B.C.R.)
& PORTIONS OF SPANISH RIVER LAND COMPANY, PLAT "A" (P.B. 16/27-30, P.B.C.R.)**
CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA

SEE SHEET 3 OF 5



NOTE: SEE SHEET 2 OF 5 FOR LINE TABLE

REVISIONS



AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING

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JOB #: **11633-11**

SCALE: 1" = 50'

DATE: 02/06/2023

BY: M.M.K.

CHECKED:

F.B. N/A PG. N/A

SHEET: **4 OF 5**

EXHIBIT "A"

SKETCH & DESCRIPTION FOR:

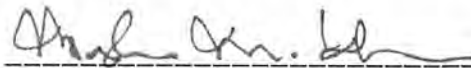
**PORTIONS OF SOUTH EAST COAST LAND CO. PLAT NO. 1 (P.B. 9/60, P.B.C.R.)
& PORTIONS OF SPANISH RIVER LAND COMPANY, PLAT "A" (P.B. 16/27-30, P.B.C.R.)**
CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon for the parent tracts was provided by the client. The land descriptions for the abandonment tracts were prepared by the Surveyor.
4. Bearings shown hereon are assumed based on the south line of Lot A, Block 11, SPANISH RIVER LAND COMPANY SUBDIVISION PLAT "A", having a bearing of N88°53'17"E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: CL = Centerline; EXT. = Extension; F.B. = Field Book; L.B. = Licensed Business; N/A = Not Applicable; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.O.B. = Point of Beginning; P.S.M. = Professional Surveyor & Mapper; R/W = Right-of-Way.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.



MARISHA M. KREITMAN, P.S.M.
Florida Registration No. 6555
AVIROM & ASSOCIATES, INC.
L.B. No. 3300
EMAIL: marisha@aviromsurvey.com

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		SCALE:	N/A
		DATE:	02/06/2023
		BY:	M.M.K.
		CHECKED:	
		F.B.	N/A PG. N/A
		SHEET:	5 OF 5

EXHIBIT " _ "

SKETCH & DESCRIPTION FOR:

20' ALLEY ABANDONMENT

LYING WITHIN SPANISH RIVER LAND COMPANY, PLAT "A" (P.B. 16/27-30, P.B.C.R.)

CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of that 20-foot alley lying in Block 11 as shown on SOUTH EAST COAST LAND CO. PLAT NO. 1, according to the plat thereof as recorded in Plat Book 9, Page 60, Public Records of Palm Beach County, Florida as replated and shown on SPANISH RIVER LAND COMPANY, PLAT "A", according to the Plat thereof as recorded in Plat Book 16, Pages 27 through 30, of the Public Records of Palm Beach County, Florida, described as follows:

BEGIN at the northeast corner of Lot A, Block 11 of said SPANISH RIVER LAND COMPANY, PLAT "A"; thence S88°53'17"W, along the south line of said 20-foot alley and the north line of said Lot A, Block 11, a distance of 165.00 feet to an intersection with the southerly extension of the west line of the east half of Lot 22, Block 11, of said SOUTH EAST COAST LAND CO. PLAT NO. 1; thence N01°19'44"W, along said southerly extension line, 20.00 feet to the north line of said 20-foot alley; thence N88°53'17"E, along the north line of said 20-foot alley, 165.00 feet to an intersection with the northerly extension of the east line of said Lot A, Block 11, SPANISH RIVER LAND COMPANY, PLAT "A"; thence S01°19'44"E, along said northerly extension line, 20.00 feet to the POINT OF BEGINNING.

Said lands situate in the City of Boca Raton, Palm Beach County, Florida and containing 3,300 square feet (0.0758 acres) more or less.

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are assumed based on the north line of Lot A, Block 11, SPANISH RIVER LAND COMPANY SUBDIVISION PLAT "A", having a bearing of S88°53'17"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: EXT. = Extension; F.B. = Field Book; L.B. = Licensed Business; N/A = Not Applicable; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.O.B. = Point of Beginning; P.S.M. = Professional Surveyor & Mapper; R/W = Right-of-Way; S.F. = Square Feet.

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JOB #: **11633-11a**

SCALE: N/A

DATE: 02/06/2023

BY: M.M.K.

CHECKED:

F.B. N/A PG. N/A

SHEET: **1 OF 2**

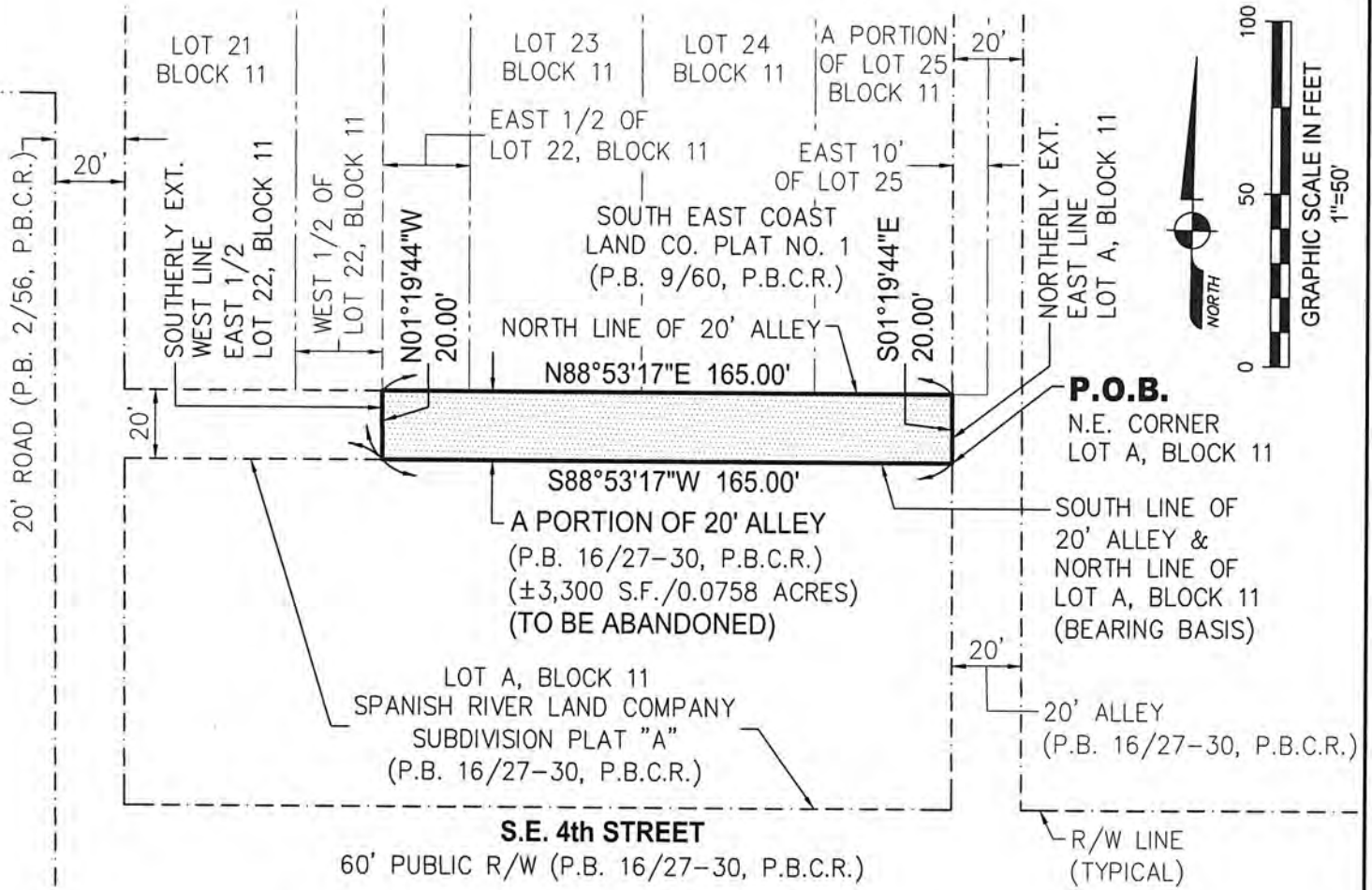
EXHIBIT " _ "

SKETCH & DESCRIPTION FOR:

20' ALLEY ABANDONMENT

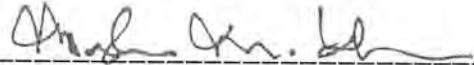
LYING WITHIN SPANISH RIVER LAND COMPANY, PLAT "A" (P.B. 16/27-30, P.B.C.R.)

CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA



CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.


MARISHA M. KREITMAN, P.S.M.
Florida Registration No. 6555
AVIROM & ASSOCIATES, INC.
L.B. No. 3300
EMAIL: marisha@aviromsurvey.com

REVISIONS



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JOB #: 11633-11a

SCALE: 1" = 50'

DATE: 02/06/2023

BY: M.M.K.

CHECKED:

F.B. N/A PG. N/A

SHEET: 2 OF 2

EXHIBIT " _ "

SKETCH & DESCRIPTION FOR:

S.E. 4TH STEET ABANDONMENT

LYING IN SPANISH RIVER LAND COMPANY, PLAT "A" (P.B. 16/27-30, P.B.C.R.)

CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

That portion of the 60-foot right-of-way of S.E. 4th Street lying between Lot A, Block 11 and Lot B, Block 14, SPANISH RIVER LAND COMPANY, PLAT "A", according to the Plat thereof as recorded in Plat Book 16, Pages 27 through 30, of the Public Records of Palm Beach County, Florida, described as follows:

BEGIN at the northeast corner of said Lot B, Block 14; thence S88°53'17"W, along the south line of said 60-foot right-of-way and the north line of Lot B, Block 14, a distance of 240.00 feet to the northwest corner of said Lot B, Block 14; thence N01°19'44"W, 60.00 feet to the southwest corner of said Lot A, Block 11; thence N88°53'17"E, along the north line of said 60-foot right-of-way and the south line of Lot A, Block 11, a distance of 240.00 feet to the southeast corner of Lot A, Block 11; thence S01°19'44"E, 60.00 feet to the POINT OF BEGINNING.

Said lands situate in the City of Boca Raton, Palm Beach County, Florida and containing 14,400 square feet (0.3306 acres) more or less.

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are assumed based on the south line of Lot A, Block 11, SPANISH RIVER LAND COMPANY SUBDIVISION PLAT "A", having a bearing of N88°53'17"E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: F.B. = Field Book; L.B. = Licensed Business; N/A = Not Applicable; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.O.B. = Point of Beginning; P.S.M. = Professional Surveyor & Mapper; R/W = Right-of-Way; S.F. = Square Feet.

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JOB #: **11633-11b**

SCALE: N/A

DATE: 02/06/2023

BY: M.M.K.

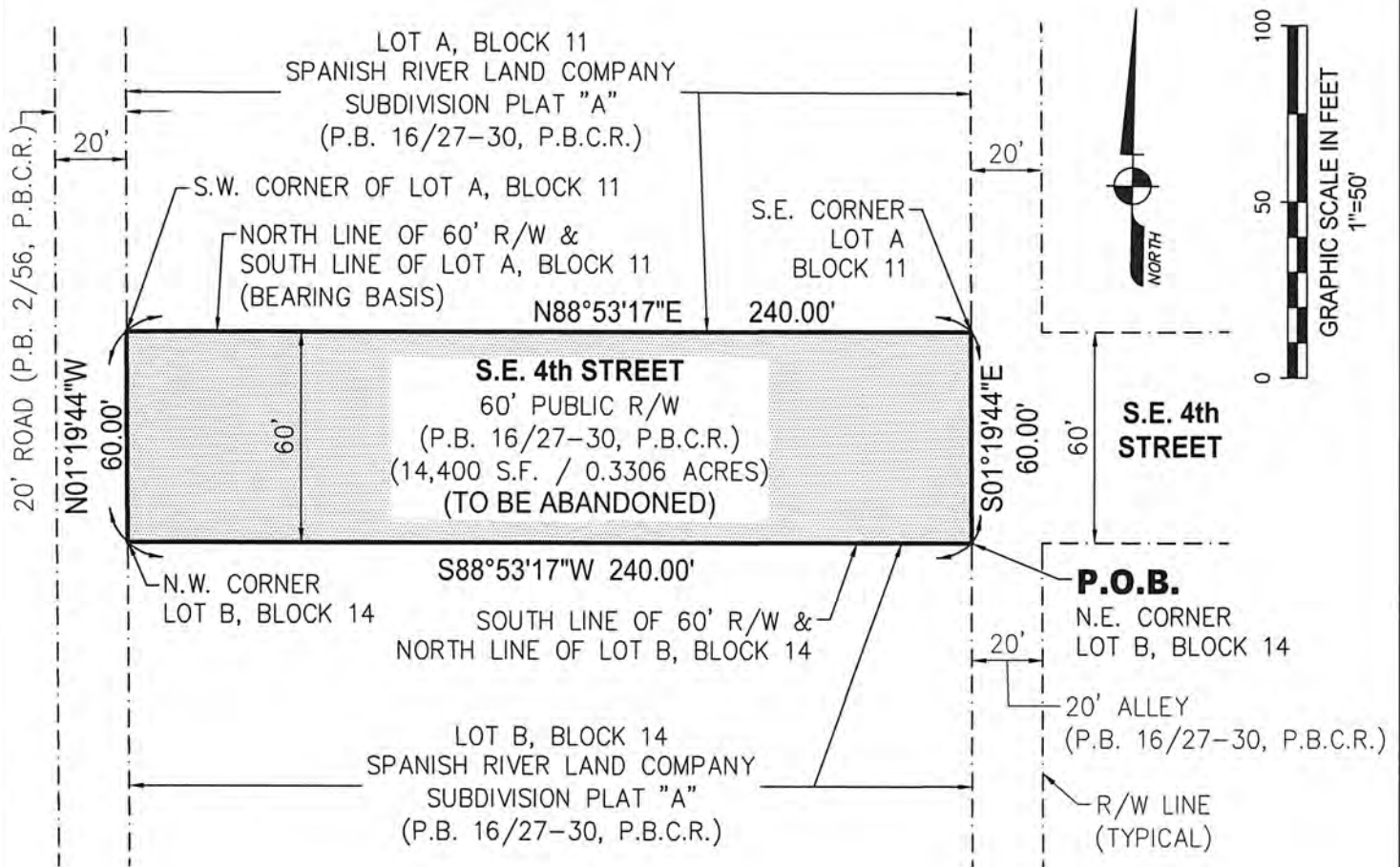
CHECKED:

F.B. N/A PG. N/A

SHEET: **1 OF 2**

SKETCH & DESCRIPTION FOR:
S.E. 4TH STEET ABANDONMENT

LYING IN SPANISH RIVER LAND COMPANY, PLAT "A" (P.B. 16/27-30, P.B.C.R.)
CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA



I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

MARISHA M. KREITMAN, P.S.M.
Florida Registration No. 6555
AVIROM & ASSOCIATES, INC.
L.B. No. 3300
EMAIL: marisha@aviromsurvey.com

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EXHIBIT " _ "

SKETCH & DESCRIPTION FOR:

ABANDONMENT OF NORTH 1/2 OF 20' ALLEY

LYING IN SPANISH RIVER LAND COMPANY, PLAT "A" (P.B. 16/27-30, P.B.C.R.)
CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

The north one-half of that 20-foot alley lying south of and contiguous to the south line of Lot B, Block 14, SPANISH RIVER LAND COMPANY, PLAT "A", according to the Plat thereof as recorded in Plat Book 16, Pages 27 through 30, of the Public Records of Palm Beach County, Florida, described as follows:

BEGIN at the southeast corner of said Lot B, Block 14; thence S01°19'44"E, along the southerly extension of the east line of said Lot B, Block 14, a distance of 10.00 feet; thence S88°53'17"W, along a line 10 feet south of and parallel with the south line of Lot B, Block 14, a distance of 240.00 feet to an intersection with the southerly extension of the west line of Lot B, Block 14; thence N01°19'44"W, along said southerly extension line, 10.00 feet to the southwest corner of Lot B, Block 14; thence N88°53'17"E, along the south line of Lot B, Block 14 and along the north line of said 20-foot alley, a distance of 240.00 feet to the POINT OF BEGINNING.

Said lands situate in the City of Boca Raton, Palm Beach County, Florida and containing 2,400 square feet (0.0551 acres) more or less.

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are assumed based on the south line of Lot B, Block 14, SPANISH RIVER LAND COMPANY SUBDIVISION PLAT "A", having a bearing of S88°53'17"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: EXT. = Extension; F.B. = Field Book; L.B. = Licensed Business; N/A = Not Applicable; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.O.B. = Point of Beginning; P.S.M. = Professional Surveyor & Mapper; R/W = Right-of-Way; S.F. = Square Feet.

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JOB #: **11633-11c**

SCALE: N/A

DATE: 02/06/2023

BY: M.M.K.

CHECKED:

F.B. N/A PG. N/A

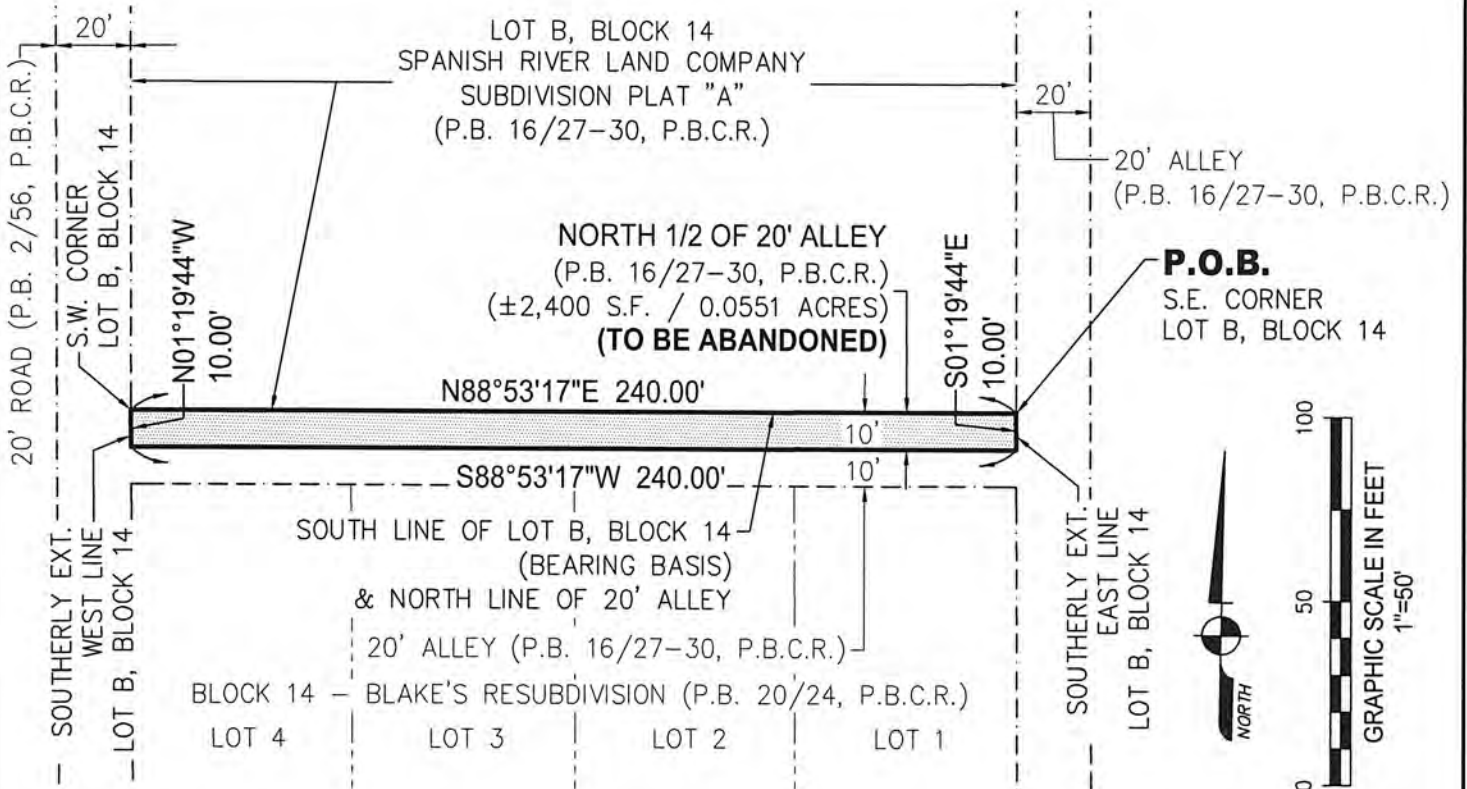
SHEET: **1 OF 2**

EXHIBIT " _ "

SKETCH & DESCRIPTION FOR:

ABANDONMENT OF NORTH 1/2 OF 20' ALLEY

LYING IN SPANISH RIVER LAND COMPANY, PLAT "A" (P.B. 16/27-30, P.B.C.R.)
CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA



CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

MARISHA M. KREITMAN, P.S.M.
Florida Registration No. 6555
AVIROM & ASSOCIATES, INC.
L.B. No. 3300
EMAIL: marisha@aviromsurvey.com

REVISIONS		AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com <small>© 2023 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.</small>	JOB #:	11633-11c
			SCALE:	1" = 50'
			DATE:	02/06/2023
			BY:	M.M.K.
			CHECKED:	
			F.B. N/A PG. N/A	
			SHEET:	2 OF 2

This Instrument Was Prepared by:

Bonnie Miskel, Esq.
Miskel Backman LLP
5550 Glades Road, Suite 620
Boca Raton, FL 33431

Record and Return to:

Land Records
City of Boca Raton
201 West Palmetto Park Road
Boca Raton, Florida 33432

DECLARATION OF UNITY OF CONTROL IN LIEU OF UNITY OF TITLE

THIS DECLARATION OF UNITY OF CONTROL IN LIEU OF UNITY OF TITLE ("Declaration") is made and entered into as of this ____ day of _____, 2026, by KW SE 4TH STREET BOCA LLC, a Delaware limited liability company, whose mailing address is 777 W. Putnam Avenue, First Floor, Greenwich, CT 06830, its successors and/or assigns ("Declarant").

RECITALS:

WHEREAS, the Declarant One is the owner in fee simple of the property situated in the City of Boca Raton, County of Palm Beach and State of Florida, the legal description for which is attached hereto and made a part hereof as Exhibit "A" ("Property"); and

WHEREAS, on _____, 2026, the City Council of the City of Boca Raton ("City Council") approved Resolution No. _____ (the "Development Approval"); and

WHEREAS, Condition _____ of the Development Approval provides, in pertinent part, that a Declaration of Unity of Control in Lieu of Unity of Title unifying the Property shall be executed and delivered to the City, together with applicable recording fees, as a condition to the issuance of a main use building permit; and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the above recitals and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged, the parties hereto do hereby agree as follows:

ARTICLE 1

COVENANTS RELATING TO BUILDING AND ZONING CONTROL

The Declarant hereby declares that the Property, and any portions thereof, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth in this Article I.

1.1 Subject to the qualifications and exceptions set forth in this Article I, the Property is established and declared to be unified as one zoning/building site as reflected in the Development Approval and no portion of the Property shall be sold, assigned, transferred, conveyed or devised ("Conveyance"), except in its entirety, unless such Conveyance is in conformity with the provisions of this Declaration.

1.2 Notwithstanding anything to the contrary contained in Paragraph 1.1 hereof, the Property may be separately encumbered by one or more mortgages, and/or separately sold or conveyed, whether such Conveyance is pursuant to foreclosure sale or any other type of sale or Conveyance, without the consent of any party; provided, however, upon and subsequent to any such Conveyance or encumbrance, this Declaration shall at all times be a binding covenant on the Property. In connection with any mortgage on the Property, the mortgagee and its successors and assigns may foreclose, accept a deed in lieu of foreclosure or otherwise take title to the Property, or portion thereof, without the consent of any party, provided that this Declaration shall at all times be a binding covenant on the Property. Further, any Conveyance or encumbrance under this Paragraph 1.2 shall in no way amend, alter or modify the unification of the Property as one zoning/building site.

1.3 Notwithstanding Paragraph 1.1, individual residential or individual commercial condominium units created by a Declaration of Condominium may be conveyed to, and are subject to ownership by one or more owners, together with an undivided share of the common elements as a part and appurtenant to each such individual residential or individual commercial condominium unit, without violating this Declaration. Any individual residential or individual commercial condominium unit whose conveyance is permitted pursuant to this paragraph shall in no way amend, alter or modify the unification of the Property as one unified zoning/building site; provided, however, that while owners of individual residential or individual commercial condominium units shall not be required to join in any submittal or request for approval pursuant to Paragraph 1.4, joinder shall be required by the successor or assignee of Declarant's interest in the portion of the Property upon which the common elements are established, as applicable.

1.4 Declarant, its successors and assigns, acknowledge that the City shall not be obligated to accept or process any application for any development permits which cannot be issued without an amendment to the Development Approval, unless same is submitted and approved by Declarant, its successors and assigns. Furthermore, any development permits which effectuate and/or implement the Development Approval and can be issued without an amendment to the Development Approval, shall not require the submittal or approval by any other Declarant, its successors and assigns, and the City may process same without the submittal or approval by any other Declarant, its successors and assigns. The determination of whether any development permits effectuate and implement the Development Approval and whether any development

permits can be issued without an amendment to the Development Approval shall be made by the City Manager, or his designee, in said official's reasonable discretion.

1.5 Declarant represents and warrants to the City that it is the owner of all the legal and beneficial interests in the Property, or that all legal and beneficial owners have joined in this Declaration, and that it has the authority to execute and record this Declaration.

1.6 The Declarant agrees that this Declaration is intended to be and shall be construed as a covenant running with the land, as provided by law, and shall run with, be appurtenant to, binding upon, and inure to the benefit of the Property and the City and shall be enforceable by the party hereto and its respective heirs, successors and assigns, and all parties claiming under it and may not be released or amended without the prior written consent of the City Manager. Each time all or any portion of the Property is transferred, the transferee shall assume all of the rights, liabilities and obligations of the Declarant, and rights, liabilities and obligations shall inure to and/or be the obligation of the transferee of all or any such portion of the Property.

ARTICLE II NON-SUBORDINATION

The Declarant represents and warrants that it is the fee simple title holder of the Property, and that the Property is not currently subject to any ground lease or trust, or that any such lessor, trustee or beneficiary has joined in this Declaration. The Property is subject to a mortgage(s), as noted below, and the mortgagee(s) has (have) joined in this Declaration.

- 1) Mortgage in favor of _____ recorded in ORB _____, Page _____.
- 2) Mortgage in favor of _____ recorded in ORB _____, Page _____.
- 3) Mortgage in favor of _____ recorded in ORB _____, Page _____.
- 4) Mortgage in favor of _____ recorded in ORB _____, Page _____.

(The remainder of this page intentionally left blank)

Signatures appear on the following page)

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

Property

JOINDER, CONSENT AND SUBORDINATION

The _____ undersigned _____ hereby _____ certifies _____ that _____ a _____, is the holder of a mortgage, lien or other encumbrance upon the above-described Property, and that the undersigned hereby joins in and consents to execution, delivery and recordation of this Declaration by the Declarant owner thereof and agrees that its mortgage, lien or other encumbrance, which is recorded in Official Records Book _____, Page _____, of the Public Records of Palm Beach County, Florida, shall be subordinated to the foregoing agreement.

Print Name: _____

By: _____

Print Name: _____

Name: _____

Title: _____

STATE OF _____)

_____) ss.:
COUNTY OF _____)

THIS IS TO CERTIFY, that on this ____ day of _____, 20__, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared _____ as _____ of _____, who ☐ is personally known to me or ☐ produced _____ as identification.

Notary Public State of _____

Print Name: _____

Commission No.: _____

Commission Expires: _____

PREPARED BY AND RETURN TO:

Bonnie Miskel, Esq.
Miskel Backman LLP
5550 Glades Road, Suite 620
Boca Raton, FL 33431

RECORD AND RETURN TO:

Land Records
City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, FL 33432

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") is made this ____ day of _____, 20__, by KW SE 4TH STREET BOCA LLC, a Delaware limited liability company, whose mailing address is 777 W. Putnam Avenue, First Floor, Greenwich, CT 06830, (the "Declarant").

RECITALS

WHEREAS, Declarant is the owner of title to the real property in the City of Boca Raton, Palm Beach County, Florida, as more particularly described on Exhibit "A", which is hereby made a part of this Declaration (the "Property");

WHEREAS, on _____ the City Council ("Council") for the City of Boca Raton, Florida (the "City") adopted Resolution No. _____, and thereby approved a site plan for an Individual Development Approval project entitled "The Residences of Boca" that provides for the development of the Property with _____ (the "Development Approval");

WHEREAS, as a condition of the Resolution, Declarant has agreed to impose certain restrictions and covenants on the Property as set forth in this Declaration.

NOW THEREFORE, Declarant hereby declares that the Property, shall be owned, held, transferred, sold, conveyed, used, occupied and improved subject to the covenants and restrictions created or provided for by this Declaration.

1. **Recitals:** The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. **Restrictions and Covenants:** Declarant hereby creates, establishes and imposes on the Property the following restrictions and covenants:

(a) Solid Waste Collection:

- i. The Applicant shall contract with a private solid waste collection and disposal service as franchised by the City in accordance with the provisions of Section 14-22, Code of Ordinances, to provide solid waste pick-up services for all uses on the Property.
- ii. The City will not be responsible for pickup of solid waste generated by any use on the Property.
- iii. The solid waste service will be contracted by the Applicant, and the costs of the solid waste service, including any solid waste service and all franchise and applicable solid waste disposal fees, shall be the sole responsibility of the Applicant, its successors and assigns, without recourse to the City.
- iv. The Applicant may change the solid waste service with which the Applicant contracts at any time without the written consent of the City, provided that any and all solid waste services with which the Applicant contracts are franchised by the City and provides a written acknowledgement that there will not be any recourse to the City.

(b) School District Notice: A notice shall be posted on an 11" x 17" sign in a clear and visible location in all sales or leasing offices and models located on the Property which states:

"NOTICE TO HOME BUYERS/TENANTS"

School age children may not be assigned to the public school closest to their residences. School Board policies regarding levels of service or other boundary policy decisions affect school boundaries. Please contact the Palm Beach County School District Boundary Office at (561) 434-8100 for the most current school assignment(s).

The Declarant shall also include the notice set forth above in all lease documents regarding the Property or any portion thereof.

3. **Third Party Beneficiary:** The City shall be the only third party beneficiary of this Declaration and shall be entitled to enforce this Declaration as if it were a party to this Declaration.

4. **Binding Effect:** This Declaration will be recorded in the Public Records of Palm Beach County, Florida, and this Declaration and the restrictions and covenants contained in this Declaration shall constitute a restriction and covenant running with the land and shall bind, and

the benefit thereof shall inure to, the Declarant and any owner of the Property or any portion thereof, and their respective successors and assigns.

5. **Amendment:** This Declaration may not be amended, released or terminated without the prior written consent of the City of Boca Raton.

6. **Limitations:** Nothing contained in this Declaration shall, in any way, be deemed to create any rights other than those expressly granted in this Declaration. This Declaration shall be limited to, and utilized for, the purposes expressed in this Declaration and only for the benefit of the Declarant, the City, and any future owner(s) of the Property or a portion thereof.

7. **Severability:** Invalidation of any of the provisions contained in this Declaration or of the application of any of the provisions contained in this Declaration to any person by judgment or court order shall in no way affect any of the other provisions of this Declaration or the application of this Declaration to any other person and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration this ____ of _____, 20__.

[signature pages to follow]

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and seal as of the day and year first above written.

WITNESSES

**BY: KW SE 4TH STREET BOCA LLC, a
Delaware limited liability company**

Signature of Witness
Printed Name: _____

Sign: _____

Signature of Witness
Printed Name: _____

STATE OF FLORIDA

COUNTY OF _____

THIS INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by as _____ of KW SE 4TH STREET BOCA LLC, a Delaware limited liability company, whose mailing address is 777 W. Putnam Avenue, First Floor, Greenwich, CT 06830, on behalf of the company, who has produced _____ as identification or who is personally known to me.

Notary Public State of _____
Print Name: _____
Commission No.: _____
Commission Expires: _____

Exhibit “A”
The Property

This Instrument Was Prepared By:
City Attorney's Office
City of Boca Raton
201 Palmetto Park Road
Boca Raton, Florida 33432
Record and Return To:

Land Records
City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, Florida 33432

(Reserved)

SIDEWALK EASEMENT

THIS SIDEWALK EASEMENT ("Sidewalk Easement") dated _____ is made by and between by KW SE 4TH STREET BOCA LLC, a Delaware limited liability company, whose mailing address is 777 W. Putnam Avenue, First Floor, Greenwich, CT 06830, their successors and/or assigns (the "Grantor"), and the CITY OF BOCA RATON, a Florida municipal corporation, whose mailing address is 201 West Palmetto Park Road, Boca Raton, Florida 33432, its successors and/or assigns ("Grantee").

RECITALS

WHEREAS, on _____, 2026, the City Council approved Resolution No. _____ (the "Development Approval"); and

WHEREAS, in order to proceed with the project in accordance with the Development Approval, the Grantor is required to grant this Sidewalk Easement to the Grantee for the area legally described in Exhibit "___" attached hereto and incorporated herein (the "Easement Area"); and

WHEREAS, the Grantor wishes to grant such Sidewalk Easement to the Grantee, and to commit and agree, for itself and all of its successors and assigns, to the conditions and obligations set forth in this Sidewalk Easement.

GRANT OF SIDEWALK EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor states as follows:

1. Recitals. The recitals set forth above are correct and are made a part of this grant of Sidewalk Easement.

2. Grant of Sidewalk Easement. Grantor hereby grants to Grantee, its successors and assigns forever, a permanent easement and right of access for public sidewalk purposes, together with all other rights, privileges and appurtenances pertaining thereto, over, on, upon, across, under and through the Easement Area described in Exhibit "A."

3. Construction, Maintenance and Repair of Easement Area. The Grantor shall be responsible in perpetuity, and at Grantor's sole cost and expense, for the construction, installation, maintenance, repair, restoration and replacement of the public sidewalk installed in the Easement Area (the "Sidewalk"). In the event the Grantor fails to timely construct, install, operate, maintain, repair, restore or replace the Sidewalk, the Grantee may, but shall not be required to, enter upon said lands and construct, install, operate, maintain, repair, restore or replace such Sidewalk; and the Grantee may exercise upon any existing bond or seek any available legal remedy (at law or in equity) to recover

all costs and expenses incurred by Grantee (including, without limitation, code enforcement and/or a lien upon the Easement Area).

4. Indemnification of Grantee by Grantor. The Grantor shall indemnify, hold harmless, and defend the Grantee, its officers, employees and agents, from and against any and all claims, liabilities, suits, actions, administrative proceedings, litigation, appeals, judgments, costs or expenses, including attorney fees and costs (at trial and through all appeals), for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, incidental to, or arising out of, the use and enjoyment of this Sidewalk Easement and the property subject to this Sidewalk Easement (the Easement Area). This paragraph shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Sidewalk Easement.

5. Insurance. The Grantor shall procure and shall thereafter maintain on an annual basis, at Grantor's sole cost and expense, insurance for the Easement Area, insuring the Grantee against any and all claims, actions and judgments made by any person, firm, corporation or entity for any loss, claim or damage, including without limitation, arising from a claim of personal injury or property damage for any act or omission arising out of the design, construction, installation, maintenance, repair, restoration and/or replacement of the Sidewalk, as follows: Comprehensive Commercial General Liability in an amount not less than One Million Dollars (\$1,000,000) subject only to a deductible or a self-insured retention that does not exceed Twenty-Five Thousand Dollars (\$25,000.00), which insurance policy shall also cover the Grantor's indemnity obligations under this Sidewalk Easement. The Grantee shall be included as an additional insured on all insurance policies required by this Sidewalk Easement in the form of an endorsement; such endorsement for the City shall name the "City of Boca Raton, Florida, its officers, employees, and agents" as an additional insured, and shall provide for thirty (30) calendar days prior written notice to the Grantee in the event of termination, cancellation, or any material change to the insurance requirements set forth in this Sidewalk Easement. All insurance policies shall be primary without right / obligation of contribution from the Grantee or any of the Grantee's insurance carriers. Grantor shall deliver the first certificate(s) of insurance to the Grantee contemporaneous with the approval of this Sidewalk Easement. Certificates for any renewal or replacement policies shall be delivered to the Grantee at least thirty (30) calendar days prior to the expiration of the date of such insurance, without lapse in coverage. Without limiting any of the provisions herein, in the event the Grantor refuses, neglects, or fails to secure and maintain in full force and effect any or all of the insurance required by this Sidewalk Easement, the Grantee, at its option, may procure or renew such insurance at the Grantor's expense. All sums paid by the Grantee for insurance shall be payable by the Grantor to the Grantee, together with interest at the then lawful rate, from the date the sums were paid by the Grantee to the date of reimbursement by the Grantor, and the Grantee may file a claim of lien against the Easement Area.

6. Representations of Grantor. Grantor represents and warrants that it is the owner of the Easement Area and has the right, title and capacity to grant the Sidewalk Easement and covenant to fulfill the perpetual obligations as more specifically provided herein (and neither the authorization nor joinder of any third party is required for the grant of this Sidewalk Easement, except as reflected in the joinder page attached hereto), and Grantor shall defend Grantee's interest against the lawful claims of all persons whomsoever. Grantor further represents and warrants that all holders of mortgages or other encumbrances against the Easement Area as of the date of this Sidewalk Easement have executed the joinder, consent and subordination attached hereto.

7. Covenant Running with the Land. This Sidewalk Easement constitutes a covenant running with the land and shall be binding upon, and enforceable against, the Grantor for the benefit of, and enforceable by, Grantee.

8. Recordation. This instrument shall be recorded in the Official Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written. The signator below represents and warrants that he or she has the full power and authority to execute and deliver this Sidewalk Easement on behalf of Grantor.

GRANTOR:

KW SE 4TH STREET BOCA LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged and subscribed before me by means of __ physical presence or __ online notarization this _____ day of _____, 2026 by _____ as _____ of KW SE 4TH STREET BOCA LLC, a Delaware limited liability company, who is personally known to me or has produced _____ as identification.

Notary Public, State of _____

My Commission Expires:
(Seal/Stamp)

The execution by the City below acknowledges the acceptance of the Sidewalk Easement in accordance with the terms hereof.

CITY OF BOCA RATON, a Florida municipal corporation

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM

By: _____

Exhibit "A"

Legal Description of Easement Area

JOINDER, CONSENT AND SUBORDINATION

The undersigned hereby certifies that _____ is the holder of a mortgage, lien or other encumbrance upon the above-described Easement Area, and that the undersigned hereby joins in and consents to this Sidewalk Easement and agrees that its mortgage, lien or encumbrance, which is recorded in Official Records Book _____, Page _____ of the Public Records of Palm Beach County, Florida, shall be subordinated to the foregoing Sidewalk Easement.

Signed, sealed and delivered in the presence of:

LENDER NAME

Witness Signature Date

Print Name

By: _____

Name: _____

Title: _____

Witness Signature Date

Print Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged and subscribed before me by means of __ physical presence or __ online notarization this _____ day of _____, 202__ by _____ as _____ of _____, who is personally known to me or has produced _____ as identification.

Notary Public, State of _____

My Commission Expires:
(Seal/Stamp)

This Instrument Was Prepared By:

City Attorney's Office
City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, Florida 33432

Record and Return To:

Land Records
City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, Florida 33432

(Reserved)

PUBLIC PARKING EASEMENT

()

THIS PUBLIC PARKING EASEMENT ("Parking Easement") dated _____ is made by and between KW SE 4TH STREET BOCA LLC, a Delaware limited liability company, whose mailing address is 777 W. Putnam Avenue, First Floor, Greenwich, CT 06830, its successors and/or assigns ("Grantor"), and the CITY OF BOCA RATON, a Florida municipal corporation, whose mailing address is 201 West Palmetto Park Road, Boca Raton, Florida 33432, its successors and/or assigns ("Grantee").

RECITALS

WHEREAS, on _____, 2026, the Boca Raton Community Redevelopment Agency ("CRA") approved IDA No. _____ (the "Development Approval"); and

WHEREAS, in connection with the Development Approval, the Grantor seeks to demolish an existing surface parking lot containing _____ located within _____ and improve the area with a parking plaza containing _____, for the area legally described in Exhibit "A" attached hereto and incorporated herein (the "Easement Area"); and

WHEREAS, in order to proceed with the project in accordance with the Development Approval, the Grantor is required to grant this Parking Easement to the Grantee over the Easement Area; and

WHEREAS, the Grantor wishes to grant such Parking Easement to the Grantee, and to commit and agree, for itself and all of its successors and assigns, to the conditions and obligations set forth in this Parking Easement.

GRANT OF PUBLIC PARKING EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor states as follows:

1. Recitals. The recitals set forth above are correct and are made a part of this grant of Parking Easement.

2. Grant of Public Parking Easement. Grantor hereby grants to Grantee, its successors and assigns forever, a permanent easement and right of access for public parking purposes, together with all other rights, privileges and appurtenances pertaining thereto, over, on, upon, across, under and through the Easement Area described in Exhibit "A." Without limiting the foregoing, Grantor agrees and acknowledges that in connection with the exercise of such rights: Grantee may install, at the Grantee's sole discretion, parking meters at the public parking spaces within the Easement Area (the "Parking Meters"); any and all revenues from the Parking Meters, or any other fees/charges collected by Grantee in connection with the Parking Meters, shall be the sole property of the Grantee; the public parking spaces shall not be subject to any fees or charges except those imposed by the Grantee; the Grantee shall have the

right enforce parking regulations within the Easement Area (including, but not limited to, the issuance of parking tickets, towing of motor vehicles, and similar enforcement actions); Grantee shall have the right enter upon the Easement Area to accomplish such enforcement actions; and, in addition to the signage for each parking space required to be installed by the Grantor, the Grantee may install replacement or additional signage.

3. Construction, Maintenance and Repair of Easement Area. The Grantor shall be responsible in perpetuity, and at Grantor's sole expense, for the construction, installation, maintenance, repair, restoration and replacement of the public parking spaces located in the Easement Area pursuant to the Development Approval (the "Improvements"). In the event the Grantor fails to timely construct, install, operate, maintain, repair, restore or replace any and all such Improvements, the Grantee may, but shall not be required to, enter upon said lands and construct, install, operate, maintain, repair, restore or replace such Improvements; and the Grantee may, prior to or after such construction, installation, operation, maintenance, repair, restoration or replacement, exercise upon any existing bond or seek any available legal remedy (at law or in equity) to recover all costs and expenses incurred by Grantee (including, without limitation, code enforcement and/or a lien upon the Easement Area).

4. Indemnification of Grantee by Grantor. The Grantor shall indemnify, hold harmless, and defend the Grantee, its officers, employees and agents, from and against any and all claims, liabilities, suits, actions, administrative proceedings, litigation, appeals, judgments, costs or expenses, including attorney fees and costs (at trial and through all appeals), for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, incidental to, or arising out of, the use and enjoyment of this Parking Easement and the property subject to this Parking Easement (the Easement Area). This paragraph shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Parking Easement.

5. Insurance. The Grantor shall procure and shall thereafter maintain on an annual basis, at Grantor's sole cost and expense, insurance for the Easement Area, insuring the Grantee against any and all claims, actions and judgments made by any person, firm, corporation or entity for any loss, claim or damage, including without limitation, arising from a claim of personal injury or property damage for any act or omission arising out of the design, construction, installation, maintenance, repair, restoration and/or replacement of the public parking spaces and Easement Area, as follows: Comprehensive Commercial General Liability in an amount not less than One Million Dollars (\$1,000,000) subject only to a deductible or a self-insured retention that does not exceed Twenty-Five Thousand Dollars (\$25,000.00), which insurance policy shall also cover the Grantor's indemnity obligations under this Parking Easement. The Grantee shall be included as an additional insured on all insurance policies required by this Parking Easement in the form of an endorsement; such endorsement for the City shall name the "City of Boca Raton, Florida, its officers, employees, and agents" as an additional insured, and shall provide for thirty (30) calendar days prior written notice to the Grantee in the event of termination, cancellation, or any material change to the insurance requirements set forth in this Parking Easement. All insurance policies shall be primary without right / obligation of contribution from the Grantee or any of the Grantee's insurance carriers. Grantor shall deliver the first certificate(s) of insurance to the Grantee contemporaneous with the approval of this Parking Easement. Certificates for any renewal or replacement policies shall be delivered to the Grantee at least thirty (30) calendar days prior to the expiration of the date of such insurance, without lapse in coverage. Without limiting any of the provisions herein, in the event the Grantor refuses, neglects, or fails to secure and maintain in full force and effect any or all of the insurance required by this Parking Easement, the Grantee, at its option, may procure or renew such insurance at the Grantor's expense. All sums paid by the Grantee for insurance shall be payable by the Grantor to the Grantee, together with interest at the then lawful rate, from the date the sums were paid by the Grantee to the date of reimbursement by the Grantor, and the Grantee may file a claim of lien against the Easement Area.

6. Representations of Grantor. Grantor represents and warrants that it is the owner of the Easement Area and has the right, title and capacity to grant the Parking Easement and covenant to fulfill the perpetual obligations as more specifically provided herein (and neither the authorization nor joinder of any third party is required for the grant of this Parking Easement, except as reflected in the joinder page attached hereto), and Grantor shall defend Grantee's interest against the lawful claims of all persons whomsoever. Grantor further represents and warrants that all holders

of mortgages or other encumbrances against the Easement Area as of the date of this Parking Easement have executed the joinder, consent and subordination attached hereto.

7. Covenant Running with the Land. This Parking Easement constitutes a covenant running with the land and shall be binding upon, and enforceable against, the Grantor for the benefit of, and enforceable by, Grantee.

8. Recordation. This instrument shall be recorded in the Official Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written. The signator below represents and warrants that he or she has the full power and authority to execute and deliver this Parking Easement on behalf of Grantor.

GRANTOR:

KW SE 4TH STREET BOCA LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged and subscribed before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2026 by _____ as _____ of KW SE 4TH STREET BOCA LLC, a Delaware limited liability company, who is personally known to me or has produced _____ as identification.

My Commission Expires:
(Seal/Stamp)

Notary Public, State of _____

The execution by the City below acknowledges the acceptance of the Parking Easement in accordance with the terms hereof.

CITY OF BOCA RATON, a Florida municipal corporation

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM

By: _____

Exhibit "A"

Legal Description of Easement Area

JOINDER, CONSENT AND SUBORDINATION

The undersigned hereby certifies that _____ is the holder of a mortgage, lien or other encumbrance upon the above-described Easement Area, and that the undersigned hereby joins in and consents to this Parking Easement and agrees that its mortgage, lien or encumbrance, which is recorded in Official Records Book _____, Page _____ of the Public Records of Palm Beach County, Florida, shall be subordinated to the foregoing Parking Easement.

Signed, sealed and delivered in the presence of:

LENDER NAME

Witness Signature Date

Print Name

By: _____

Name: _____

Title: _____

Witness Signature Date

Print Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged and subscribed before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 202__ by _____ as _____ of _____, who is personally known to me or has produced _____ as identification.

Notary Public, State of _____

My Commission Expires:
(Seal/Stamp)

This Instrument Was Prepared By:

Record and Return To:

Land Records
City of Boca Raton
201 Palmetto Park Road
Boca Raton, Florida 33432

(Reserved)

EASEMENT DEED

THIS INDENTURE, made this _____ day of _____, 2026 between _____, whose mailing address is _____, hereinafter called the Grantor, and the CITY OF BOCA RATON, FLORIDA, a municipal corporation existing under the laws of the State of Florida, County of Palm Beach, whose mailing address is 201 West Palmetto Park Road, Boca Raton, Florida 33432, hereinafter called the Grantee:

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to them in hand paid by said Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant, bargain and sell to Grantee, its successors and assigns forever, its successors and assigns forever, a permanent easement and right of access for the installation, construction, reconstruction, continued operation, maintenance, repair, alteration, inspection and replacement of any and all sanitary sewer and water lines, reclaimed water lines, pipes, conduits and mains, together with all valves, meters, incidental equipment, and attachments, and drainage, traffic control, and other facilities of the Grantee, facilities of public utilities operating pursuant to a franchise or other grant of approval from the Grantee, and any and all other uses authorized by the Grantee, together with any other necessary appurtenances pertaining thereto, over, on, upon, across, under and through the following described property ("Property"):

SEE EXHIBIT "A" ATTACHED

TOGETHER WITH all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights, privileges and appurtenances incidental thereto.

Grantor represents and covenants that it is the owner of the Property and has the right, title and capacity to grant the easement granted herein, and Grantor shall defend Grantee against the lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD the easement as hereby granted to Grantee.

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

Signed, sealed and delivered
In the presence of:

By:

WITNESSES:

Sign: _____

Sign: _____

Print: _____

Print _____

Mail Address: _____

Sign: _____

Print: _____

Mail Address: _____

Sign: _____

Sign: _____

Print: _____

Print _____

Mail Address: _____

Sign: _____

Print: _____

Mail Address: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged and subscribed before me by means of
___ physical presence or ___ online notarization this _____ day of _____, 20__ by _____
_____ as _____ of _____, a _____, who is personally known
to me or has produced _____ as identification. Sworn to (or affirmed)

My Commission Expires:
(Seal/Stamp)

Notary Public

ACCEPTED AND APPROVED
CITY OF BOCA RATON, FLORIDA

By: _____
Andy Thomson, Mayor

Attest: _____
Mary Siddons, City Clerk

JOINDER, CONSENT AND SUBORDINATION

The undersigned hereby certifies that _____, is the holder of a mortgage, lien or other encumbrance upon the above-described property, and that the undersigned hereby joins in and consents to the Public Utility Easement by the owner thereof and agrees that its mortgage, lien or other encumbrance, which is recorded in Official Records Book _____, Page _____, of the Public Records of Palm Beach County, Florida, shall be subordinated to the foregoing agreement.

Signed, sealed and delivered
in the presence of:

_____ By: _____

Print Name: _____ Name: _____

Mail Address: _____

Print Name: _____

Mail Address: _____

(CORPORATE SEAL)

STATE OF _____)
SS:

COUNTY OF _____)

The foregoing instrument was acknowledged and subscribed before me by means of
__ physical presence or __ online notarization this _____ day of _____, 20__ by _____
_____ as _____ of _____, a _____, who is personally known
to me or has produced _____ as identification. Sworn to (or affirmed)

My Commission Expires:
(Seal/Stamp)

Notary Public

This Instrument Was Prepared By:

Record and Return To:

Land Records
City of Boca Raton
201 Palmetto Park Road
Boca Raton, Florida 33432

(Reserved)

EASEMENT DEED

THIS INDENTURE, made this _____ day of _____, 2026 between _____, a _____ company, whose mailing address is _____, hereinafter called the Grantor, and the CITY OF BOCA RATON, FLORIDA, a municipal corporation existing under the laws of the State of Florida, County of Palm Beach, whose mailing address is 201 West Palmetto Park Road, Boca Raton, Florida 33432, hereinafter called the Grantee:

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to them in hand paid by said Grantee, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, a permanent easement and right of access for the construction and continued operation, maintenance, repair, alteration, inspection and replacement of any and all sanitary sewer lines, pipes, and conduits, together with all valves, meters, incidental equipment, attachments and any other necessary appurtenances pertaining thereto, over, on, upon, across, under and through the following described property ("Property"):

SEE EXHIBIT "A" ATTACHED

TOGETHER WITH all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights, privileges and appurtenances incidental thereto.

Grantor represents and covenants that it is the owner of the Property and has the right, title and capacity to grant the easement granted herein, and Grantor shall defend the Grantee against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered
in the presence of:

By:

WITNESSES:

Sign: _____

Sign: _____

Print: _____

Print: _____

Sign: _____

Title: _____

Print: _____

STATE OF _____)
) SS:
COUNTY OF _____)

THIS INSTRUMENT was acknowledged before me this ____ day of _____, 2026, by _____, as _____ of _____, a _____ company, on behalf of the company, who has produced _____ as identification or who are personally known to me.

Notary Public, State of _____
My Commission expires: _____
Commission No.: _____

ACCEPTED AND APPROVED
CITY OF BOCA RATON, FLORIDA

By: _____
Andy Tompson, Mayor

Attest: _____
Mary Siddons, City Clerk

JOINDER, CONSENT AND SUBORDINATION

The _____ undersigned hereby certifies that _____ is the holder of a mortgage, lien or other encumbrance upon the above-described property, and that the undersigned hereby joins in and consents to the Sewer Easement by the owner thereof and agrees that its mortgage, lien or other

encumbrance, which is recorded in Official Records Book _____, Page _____, of the Public Records of Palm Beach County, Florida, shall be subordinated to the foregoing agreement.

Signed, sealed and delivered _____
in the presence of:

_____ By: _____

Print Name: _____ Name: _____

_____ Its: _____

Print Name: _____

(CORPORATE SEAL)

STATE OF _____)
SS:

COUNTY OF _____)

THIS IS TO CERTIFY, that on this _____ day of _____, 201____ before me,
an officer duly authorized to take acknowledgements in the State and County aforesaid, personally
appeared _____ as _____ of
_____, who [] is personally known to me or [] produced
_____ as identification.

NOTARY PUBLIC STATE OF _____
Print Name: _____
Commission No.: _____
Commission Expires: _____

This Instrument Was Prepared By:

Record and Return To:

Land Records
City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, Florida 33432

(Reserved)

REVOCABLE LICENSE AGREEMENT

(Four (4) parallel parking spaces and landscaping along S.E. 3rd Street)

THIS REVOCABLE LICENSE AND PERPETUAL MAINTENANCE AGREEMENT ("Revocable License Agreement" or "Agreement") is entered into on this ___ day of _____ by and between the CITY OF BOCA RATON, a Florida municipal corporation, whose mailing address is 201 West Palmetto Park Road, Boca Raton, Florida 33432 (the "City"), and _____, a Florida limited liability company, whose mailing address is _____, and _____, whose mailing address is _____, their successors and/or assigns (collectively, the "Licensee") (the City and Licensee, collectively, the "Parties").

RECITALS

WHEREAS, the City is the owner of certain public right-of-way generally located adjacent to SE 3rd Avenue in the City of Boca Raton, Florida, as more particularly described in Exhibit "A-1" attached hereto and incorporated herein (the "Licensed Area 1"); and

WHEREAS, the City is the owner of certain public right-of-way generally located adjacent to E. Royal Palm Road in the City of Boca Raton, Florida, as more particularly described in Exhibit "A-2" attached hereto and incorporated herein (the "Licensed Area 2") (Licensed Area 1 and Licensed Area 2 are collectively referred to as "Licensed Areas"); and

WHEREAS, the Licensee is the owner of certain real property generally adjacent to the Licensed Area and generally located at 375 East Royal Palm Road in the City of Boca Raton, more particularly described in Exhibit "B," attached hereto and incorporated herein (the "Property"); and

WHEREAS, on **[DATE]**, the Boca Raton Community Redevelopment Agency ("CRA") approved IDA No. CRP-15-01R3 (the "Development Approval"); and

WHEREAS, in connection with the Development Approval, the Licensee wishes to create on-street parallel parking within the Licensed Areas, as such on-street parallel parking improvements are generally described and in substantial compliance with the plans and drawings in Exhibit "C" attached hereto and incorporated herein (the "Improvements"), but subject to minor adjustment and final approval by the City, and the City wishes to grant the Licensee a revocable license and access to the Licensed Area for such Improvements (the "Revocable License"), and to protect the City and the general public from liability; and

WHEREAS, the Parties wish to enter into this Revocable License Agreement to provide for the construction, installation, maintenance, repair, replacement and/or removal of the Improvements in the Licensed Area by the Developer (the "Activities" or "Activity"), and for the Developer to commit and agree, for itself and all of its successors

and assigns, to the conditions and obligations set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions hereof, the City and Licensee agree to the terms of this Agreement as follows:

1. **Recitals.** The recitals set forth above are correct and are made a part of this Agreement.
2. **Effective Date.** The Effective Date shall be the last date the Revocable License Agreement is signed by all of the Parties.
3. **Authorized Activities within Licensed Area.** The City hereby grants to Licensee, its agents, contractors and assigns the right, privilege and license to access and use the Licensed Area for the Activities. No additional use or authorization is allowed or given. Licensee hereby agrees that all Activities within the Licensed Area shall be performed: in a good, safe, workmanlike manner; consistent and in accordance with any and all applicable permits and approvals, in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances; and in a manner that does not damage or interfere with any subsurface infrastructure or improvements now or hereafter existing. (Without limiting the foregoing, in the event all or part of any Improvements are removed or damaged by the City, or by a public utility operating pursuant to a franchise or other grant of approval from the City, during the operation, maintenance, repair, alteration, inspection and replacement of any public utilities or facilities of the City within the Licensed Area ("Work"), the Licensee shall be responsible, at its sole cost and expense, for restoring such Improvements once such Work has been completed.)
4. **Revocable License, Revocation, Termination.** This Revocable License constitutes a bare license, grants no interest in real property, and the City may revoke this License, in its sole discretion, for any reason whatsoever or for no reason, and such revocation shall be effective thirty (30) days after the City gives written notice of the revocation to the Licensee. The Licensee may terminate this License at any time for any reason whatsoever or for no reason, and such termination shall be effective thirty (30) days after the Licensee gives written notice of termination to the City subject to Licensee's obligations as set forth herein, including, but not limited to, the Restoration Work (defined below). In the event this Revocable License is revoked and/or terminated, Licensee acknowledges and agrees that any and all obligations/requirements (including obligations/requirements in connection with the Improvements) set forth in the Development Approval that are addressed/impacted by this Revocable License shall remain the obligation/requirement of Licensee notwithstanding the revocation / termination of this Revocable License Agreement.
5. **Restoration of Licensed Area.** The Licensee shall, no later than thirty (30) days prior to termination of this Revocable License Agreement (or no later than thirty (30) days after receipt of written notice of revocation of this Revocable License by the City), and at Licensee's sole cost and expense, repair, restore, replace and/or reconstruct the Licensed Area - pursuant to plans approved in advance by City - to a similar or greater condition of such Licensed Area as it exists on the Effective Date of this Revocable License Agreement (the "Restoration Work"). In the event the Licensee fails to perform the Restoration Work, the City may, but shall not be required to, the City may perform such Restoration Work and exercise upon any existing bond or seek any available legal remedy (at law or in equity) to recover all costs and expenses incurred by City (including without limitation, code enforcement and/or a lien upon the Property).
6. **Indemnification of City by Licensee.** The Licensee shall indemnify, hold harmless, and defend the City, its officers, employees and agents, from and against any and all claims, liabilities, suits, actions, administrative proceedings, litigation, appeals, judgments, costs or expenses, including attorney fees and costs (at trial and through all appeals), for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, incidental to, or arising out of, the use and enjoyment of this Revocable License Agreement and/or the Improvements. This paragraph shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Revocable License Agreement.

7. Insurance. Prior to the issuance of any permit for the Improvements, the Licensee shall procure and shall thereafter maintain on an annual basis, at Licensee's sole cost and expense, insurance for the Licensed Area, insuring the City against any and all claims, actions and judgments made by any person, firm, corporation or entity for any loss, claim or damage, including without limitation, arising from a claim of personal injury or property damage for any act or omission arising out of the design, construction, installation, maintenance, repair, restoration and/or replacement of the Improvements, as follows: Comprehensive Commercial General Liability in an amount not less than One Million Dollars (\$1,000,000) subject only to a deductible or a self-insured retention that does not exceed Twenty-Five Thousand Dollars (\$25,000.00), which insurance policy shall also cover the Licensee's indemnity obligations under this Revocable License Agreement. The City shall be included as an additional insured on all insurance policies required by this this Revocable License Agreement in the form of an endorsement; such endorsement for the City shall name the "City of Boca Raton, Florida, its officers, employees, and agents" as an additional insured, and shall provide for thirty (30) calendar days prior written notice to the City in the event of termination, cancellation, or any material change to the insurance requirements set forth in this this Revocable License Agreement. All insurance policies shall be primary without right / obligation of contribution from the City or any of the City's insurance carriers. Certificates for any renewal or replacement policies shall be delivered to the City at least thirty (30) calendar days prior to the expiration of the date of such insurance, without lapse in coverage. Without limiting any of the provisions herein, in the event the Licensee refuses, neglects, or fails to secure and maintain in full force and effect any or all of the insurance required by this this Revocable License Agreement, the City, at its option, may procure or renew such insurance at the Licensee's expense. All sums paid by the City for insurance shall be payable by the Licensee to the City, together with interest at the then lawful rate, from the date the sums were paid by the City to the date of reimbursement by the Licensee, and the City may file a claim of lien against the Property.

8. Use of Licensed Area by the City. The City retains the right to use the Licensed Area in any manner not inconsistent with the rights herein granted to Licensee, including for the installation of parking meters for the use of the Licensed Area as part of the City's metered parking program; provided, however, that the City shall not disturb the Construction Activities in any way without prior written notice the Licensee, except in the event of an emergency.

9. Reservation. The City reserves unto itself, its successors and assigns, the perpetual right and privilege of utilization of and access to the parking spaces for the purpose of inspecting and utilizing the parking spaces for any purpose.

10. Sovereign Immunity. Nothing herein shall constitute, or be construed as, a waiver of sovereign immunity by the City or as a waiver beyond the limits set forth in Florida Statutes, Section 768.28, or of any defense available to the City as set forth in Section 768.28, Florida Statutes, or in any other provisions of Florida law.

11. Representations of Licensee. Licensee is a Florida limited liability company in good standing, duly formed and validly existing, qualified to do business in Florida, with full power and authority to enter into this Revocable License Agreement and covenant to fulfill the perpetual obligations as more specifically provided herein (and neither the authorization nor joinder of any third party is required for the grant of this Revocable License Agreement, except as reflected in the joinder page attached hereto); the execution of this Agreement by the Licensee has been validly authorized; as of the date of execution, this Agreement is a valid and binding obligation of the Licensee, enforceable in accordance with its terms; the individuals signing this Agreement are authorized officers of the Licensee and have full power and authority to sign this Agreement on behalf of the Licensee and to cause the Licensee to perform its obligations under this Agreement; and the Licensee has no actual knowledge of any fact or circumstance that would prevent the Licensee from performing in accordance with this Revocable License Agreement. Licensee further represents and warrants that all holders of mortgages or other encumbrances against the Property as of the date of this Revocable License Agreement have executed the joinder, consent and subordination attached hereto.

12. **Covenant Running with the Land.** This Revocable License Agreement constitutes a covenant running with the Property described in Exhibit "B," and shall be binding upon, and enforceable against, the Licensee for the benefit of, and enforceable by, the City.

13. **Recordation.** This instrument shall be recorded in the Official Records of Palm Beach County, Florida.

14. **Severability.** If any part of this Revocable License Agreement is found invalid or unenforceable by any court of competent jurisdiction, such part shall be severed and such invalidity or unenforceability shall not affect the other parts of this Agreement, which other parts shall be given full force and effect, if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated.

15. **Non-Waiver.** No waiver by the City or Licensee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party. No delay or omission in the exercise of any right or remedy accruing to either Party shall impair such right or remedy or be construed as a waiver of such right or remedy, and any waiver of any provision hereof shall not be deemed to be continuing or restrict a Party's ability to thereafter enforce such provision.

16. **Entirety of Agreement.** The Parties agree this Revocable License Agreement and the Exhibits constitute the sole entire agreement between the Parties with respect to its subject matter, and that there are no promises or understandings other than those stated herein. Any prior written or oral agreements, promises, negotiations, representations or communications not expressly set forth in this Revocable License Agreement are of no force or effect.

17. **Venue.** Venue for any action arising out of this Revocable License Agreement shall be in Palm Beach County, Florida.

18. **Governing Law.** This Revocable License Agreement shall be governed by and construed under the laws of the State of Florida.

19. **Remedies.** The sole remedy available to Licensee due to the City's violation of this License shall be an action for specific performance or injunctive relief. Licensee expressly waives the right to claim any action for monetary damages against the City of any type or nature pursuant to this License. The City shall have the right to enforce this Revocable License Agreement and the terms and provisions hereof against Licensee, and may pursue any and all available remedies at law or in equity, including the institution of an action or actions: (i) to recover damages, and/or (ii) for specific performance, injunctive and/or other equitable relief.

20. **Attorneys' Fees.** In the event either party to this Agreement institutes legal proceedings in connection with this Agreement, each party shall be responsible for its own attorney's fees and costs.

21. **Interpretation.** The titles, caption and section headings are inserted for convenience only and are in no way intended to interpret, define, limit or expand the scope or content of this Revocable License Agreement or any provision hereto.

22. **Exhibits.** The Exhibits referred to and attached to this Revocable License Agreement are incorporated herein in full by this reference.

23. **Waiver of Jury Trial.** THE PARTIES HEREBY VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE HEREOF.

24. Counterparts. This Revocable License Agreement may be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Revocable License Agreement.

25. Amendments. This Revocable License Agreement may be amended only by a written instrument executed by both of the Parties.

26. Disclaimer of Third Party Beneficiaries. This Revocable License Agreement is solely for the benefit of the Parties, and their successors in interest, and is not intended to create any rights for the benefit of third parties that are not parties to this Agreement, and no right or cause of action shall accrue upon any reason hereof, to or for the benefit of any third party not a Party hereto.

IN WITNESS WHEREOF, this Revocable License Agreement has been executed by the Licensee and the City on the day and year written above.

LICENSEE:

_____, a Florida limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged and subscribed before me by means of __ physical presence or __ online notarization this _____ day of _____, 202__ by _____ as _____ of _____, who is personally known to me or has produced _____ as identification.

Notary Public, State of _____

My Commission Expires:
(Seal/Stamp)

LICENSEE:

_____, a Florida limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged and subscribed before me by means of _ physical presence or _ online notarization this _____ day of _____, 202_ by _____ as _____ of _____, who is personally known to me or has produced _____ as identification.

My Commission Expires:
(Seal/Stamp)

Notary Public, State of _____

LICENSEE:

_____, a Florida limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged and subscribed before me by means of _ physical presence or _ online notarization this _____ day of _____, 202_ by _____ as _____ of _____, who is personally known to me or has produced _____ as identification.

My Commission Expires:
(Seal/Stamp)

Notary Public, State of _____

CITY OF BOCA RATON, a Florida municipal corporation

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM

By: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged and subscribed before me by means of ___ physical presence or online notarization this _____ day of _____, 202__ by _____ as _____ of the City of Boca Raton, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

My Commission Expires:
(Seal/Stamp)

Exhibit "A-1"

Legal Description of Licensed Area 1

Exhibit "A-2"

Legal Description of Licensed Area 2

Exhibit "B"

Legal Description of the Property

The combined legal descriptions set forth in Exhibits A-1 (KW SE 4TH STREET BOCA LLC) and A-2 (the Right-of-Way Abandonment Area), containing 91,950 square feet or 2.1 acres, more or less.

Exhibit "C"

Improvements

JOINDER, CONSENT AND SUBORDINATION

The undersigned hereby certifies that _____ is the holder of a mortgage, lien or other encumbrance upon the above-described Property, and that the undersigned hereby joins in and consents to this Revocable License Agreement and agrees that its mortgage, lien or encumbrance, which is recorded in Official Records Book _____, Page _____ of the Public Records of Palm Beach County, Florida, shall be subordinated to the foregoing Revocable License Agreement.

Signed, sealed and delivered in the presence of:

LENDER NAME

Witness Signature Date

Print Name

Witness Signature Date

Print Name

STATE OF _____
COUNTY OF _____

By: _____
Name: _____
Title: _____

The foregoing instrument was acknowledged and subscribed before me by means of _ physical presence or _ online notarization this _____ day of _____, 202__ by _____ as _____ of _____, who is personally known to me or has produced _____ as identification.

My Commission Expires:
(Seal/Stamp)

Notary Public, State of _____



CITY OF Boca Raton

MUNICIPAL SERVICES- TRAFFIC DIVISION
2500 NW 1ST AVENUE • BOCA RATON, FL 33431
PHONE (561) 416-3385
(FOR HEARING IMPAIRED) TDD (561) 367-7043
www.myboca.us

September 22, 2026

TO: Susan Lesser
Senior Planner

FROM: Yajaira Moleiro, E.I. *YJM*
Transportation Planning Engineer

RE: **The Residences of Boca**
PZCRP-2026-00001/CRP-22-01R1

This petition is a request for an amendment to a previously approved Individual Development Approval (CRP-22-01) to construct 133 residential condominium units (a reduction of 57 units) in a twelve-story building, 5,977 SF of restaurant use as well as the right-of-way abandonment on SE 4th Street. The existing site includes four separate properties which are used for office and retail purposes and are as follows:

- 14 SE 4th Street
- 33 SE 4th Street
- 41 SE 4th Street
- 36 SE 3rd Street

The 2.1-acre site is located at 14 SE 4th Street, west of Federal Highway, bordered to the north and south by SE 3rd Street and SE 5th Street and is within the boundary of Subarea D of the Downtown Development of Regional Impact (DDRI).

Primary vehicular access will be provided via a full-access driveway on SE 4th Street, classified as a minor urban driveway. A secondary driveway is proposed along the west alley to serve the west garage for restaurant use only, also classified as a minor urban driveway. Due to the reconfiguration of the main driveway, eight existing public on-street parking spaces will be relocated to the site and along SE 3rd Street

The Project traffic consultant, Kimley-Horn and Associates, Inc., prepared a traffic study dated September 21, 2026, and estimated the development's trip generation as provided below:

TRIP GENERATION The Residences of Boca			
Scenario	Trip Generation (trips)		
	Daily	AM Peak Hour	PM Peak Hour
Approved IDA 190 DU	847	72	72
Proposed IDA 133 DU 5,977 SF Restaurant	815	71	70
New Driveway Trips	-32	-1	-2

The proposed development is expected to result in a net decrease of 32 daily trips, 1 AM peak hour trips and 2 PM peak hour trips compared to the previous IDA approval. The site is within Boca Raton Downtown DRI; therefore, a TPS letter from Palm Beach County Traffic Division is exempted.

New Conditions proposed by Staff:

If the petition is approved, then the following conditions are recommended:

1. Prior to the issuance of a main use Building Permit, the Applicant shall:
 - a. Obtain approval of design plans and necessary permits from City Staff Responsible for Public Works Review to construct the following improvements:
 - i. Four (4) of the eight (8) relocated metered parking spaces along SE 3rd Street.
 - ii. The remaining four (4) metered parking spaces within the east garage.
 - b. Voluntarily proffered to the City an annual contribution of \$10,432.00 to be applied towards the City's Downtown transit programs (transit shuttle, circulator or similar first mile/last mile micro-mobility service) to be paid the first year prior to the issuance of any main use building permit, and as an annual payment thereafter.
2. The valet parking areas shall be limited to the double stacked parking in the west garage reserved for restaurant guests and for the lateral parking system in the main parking garage for residents and restaurant employees.
3. Install wayfinding signage and GPS pin placement for the restaurant valet drop-off via the west alley.
4. The applicant shall conduct a parking and queuing operational study to demonstrate the mechanical parking systems operate safely and effectively and do not cause circulation or queuing issues. The study shall be submitted to the Downtown Office Manager upon the earlier of: (i) 120 days from the date the building is 85 % occupied or (ii) one (1) year from the date of issuance of a certificate of occupancy. This condition shall not be construed to limit the City's ability to enforce any provision of the City Code, the DDRI Development Order or any City ordinance or other regulation with respect to parking and circulation on the Property (including but not limited to, code enforcement action).
5. Loading and trash hauling activities serving the Property that utilize the alley that adjoins the west side of the Property shall be prohibited Monday through Friday between the hours of 7: 00 a.m. through 9: 00 a.m., and 4: 00 p.m. through 8:00 p m. A trained person shall be onsite to direct the loading trucks to ensure safety and traffic circulation. In no event, shall this alley be used as any temporary vehicle staging.
6. All other conditions of the Individual Development Approval CRP-22-01 shall remain in full force and effect.

cc: Zachary Bihr, P.E., Director of Municipal Services
Naresh Machavarapu, P.E., City Traffic Engineer
Brandon Schaad, AICP., Director of Development Services
Tamashbeen Rahman, AICP, Planning Administrator

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