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WHEREAS, the Planning and Zoning Board ("the Board") is charged with conducting public hearings on petitions for site plan approval for all commercial, industrial, multifamily and miscellaneous developments in the City of Boca Raton; and

WHEREAS, the property was posted, and a Notice of Public Hearing was published on October 3, 2012; and

WHEREAS, the Board conducted a public hearing for review of the Petition on October 18, 2012; and

26 **WHEREAS**, the Board has found the Petition to be consistent with the Comprehensive
27 Plan, and the City's Land Development regulations; now

28
29 **THEREFORE BE IT RESOLVED BY THE BOARD:**
30

31 Section 1. The Site Plan attached hereto as Exhibit "A" is hereby approved for the
32 property described below, subject to the Conditions of Approval provided in Section 3:

33 All of Parcel 'B', ARVIDA PARK OF COMMERCE PLAT NO 3, according to
34 the Plat thereof recorded in Plat Book 38, Pages 85 – 86, Public Records of
35 Palm Beach County, Florida.
36

37 Said lands lying in Palm Beach County, Florida containing 508,667 square
38 feet (11.6774 acres) more or less.
39

40 Section 2. Conditions of Approval (if approved):

41 (1) The plans and drawings submitted with the building permit application for the
42 building shall be consistent with the plans and drawings submitted by the applicant for this
43 approval, specifically the site plan entitled Mutual of America - Chiller/Storage Building,
44 prepared by Slattery & Associates - Architects, Planners, date stamped received by the
45 Development Services Department on July 17, 2012.

46 (2) The plans and drawings may be modified as required by the Code of Ordinances or
47 by the Community Appearance Board acting within the scope of its powers and duties which are
48 limited to review of the building permit application for consistency with the approved plans.

49 (3) Prior to the issuance of a main use building permit, water, sewer, paving and
50 drainage plans for on-site and off-site improvements shall be reviewed and approved by City
51 Staff responsible for Public Works Review and other required governmental agencies.

52 (4) Prior to the issuance of the first certificate of occupancy, all improvements shown on
53 the approved Public Works Review plans shall be constructed and completed as approved and
54 accepted by the City.
55

56 (5) Compliance with the Palm Beach County "Fair Share Contribution for Road
57 Improvements" ordinance shall be required by payment of the amount determined prior to the
58 time a main use building permit is issued.

59 (6) The Petitioner has voluntarily agreed to a contribution of \$1,500.00 to the City's
60 Beautification Program, to be paid prior to the issuance of a main use building permit.

61 (7) The building shall be used exclusively for the storage of mechanical equipment.

62 (8) Each of these conditions has been offered by the owner for this site plan, and the
63 owner has represented to the City of Boca Raton that it is the express intent of the owner to be
64 governed by the conditions contained herein, which conditions shall govern development of the
65 property, and that said conditions shall bind the owner and all successors in title. These
66 conditions are adopted pursuant to the City's authority and all applicable provisions of law.
67 Adherence by the owner and successors in title to the owner to these conditions is deemed by
68 the City to be an integral part of its determination that adoption of this resolution is an
69 appropriate exercise of its power to approve the site plan with respect to the property described
70 in Section 1. If any condition (including voluntary proffers) set forth herein is declared invalid or
71 unenforceable for any reason, the City expresses its intent that it would not have enacted this
72 resolution without each of said conditions. In addition to any and all available remedies, failure
73 to abide by each of these conditions may result in the revocation of this development approval
74 and the rendering of the development (and the use of the Property as contemplated in this site
75 plan approval) unlawful pursuant to the City's Code of Ordinances.

76 Section 3. Expiration of Approval:

77 This Site Plan approval shall expire 24 months from the date of approval, and be null
78 and void and of no further effect, unless a main use building permit has been issued.
79 Thereafter, the Site Plan shall remain in effect only with respect to improvements for which such
80 permit has been timely issued and construction has proceeded thereunder through issuance of
81 a certificate of occupancy (and shall be null and void and of no further effect with respect to

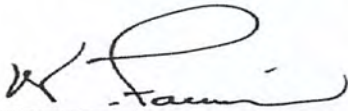
improvements for which no permit has been issued, the permit has expired, or has been abandoned).

Section 4. If any section, subsection, clause or provision of this resolution is held invalid, the remainder shall not be affected by such invalidity.

Section 5. All resolutions or parts of resolutions in conflict herewith shall be and hereby are repealed.

Section 6. This resolution shall take effect immediately upon adoption.

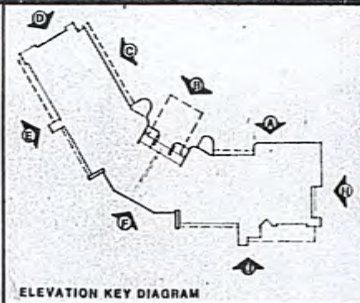
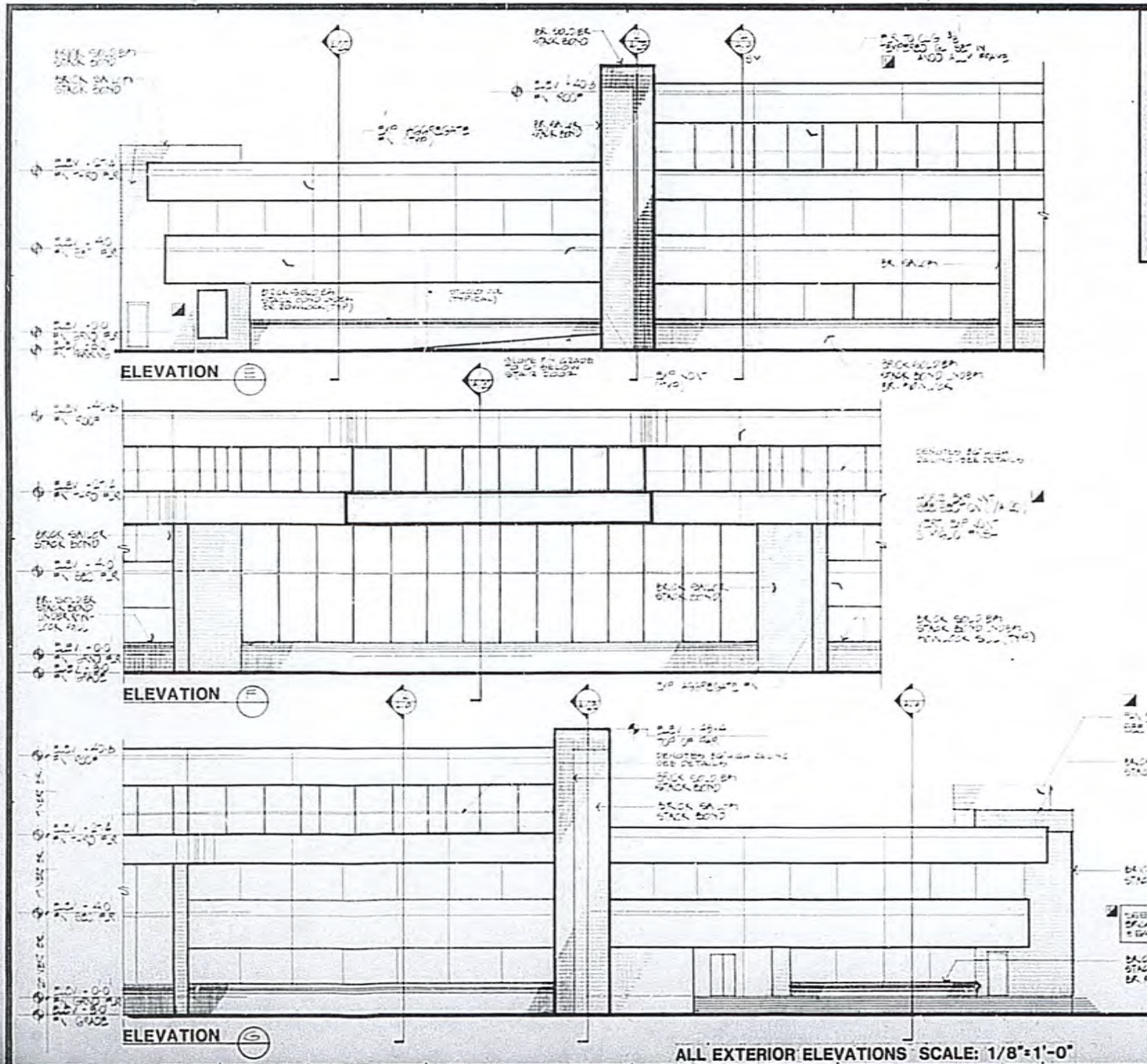
PASSED AND ADOPTED by the Planning and Zoning Board Members of the City of Boca Raton this 18th day of October, 2012.



**William Fairman, Chairman
PLANNING AND ZONING BOARD**

PLANNING AND ZONING BOARD			
	YES	NO	ABSTAINED
CHAIRMAN WILLIAM FAIRMAN	X		
VICE CHAIR STEVE UTRECHT	X		
SECRETARY ARNOLD SEVELL	X		
MEMBER RICHARD COFFIN			
MEMBER GRACE M. JOHNSON	X		
MEMBER KERRY KOEN	X		
MEMBER SCOTT MACLAREN	X		

25.00* R



ARCHITECT
JEFF
FALKANGER & ASSOCIATES

FT. LAUDERDALE 764-6575
 PLANTATION 792-4520

DESIGNED BY *Jeff Falkanger*
 DRAWN BY *Jeff Falkanger*
 CHECKED BY *Jeff Falkanger*

REVISIONS
 1. 01/25/88
 2. 02/15/88
 3. 03/15/88
 4. 04/15/88
 5. 05/15/88
 6. 06/15/88
 7. 07/15/88
 8. 08/15/88
 9. 09/15/88
 10. 10/15/88
 11. 11/15/88
 12. 12/15/88

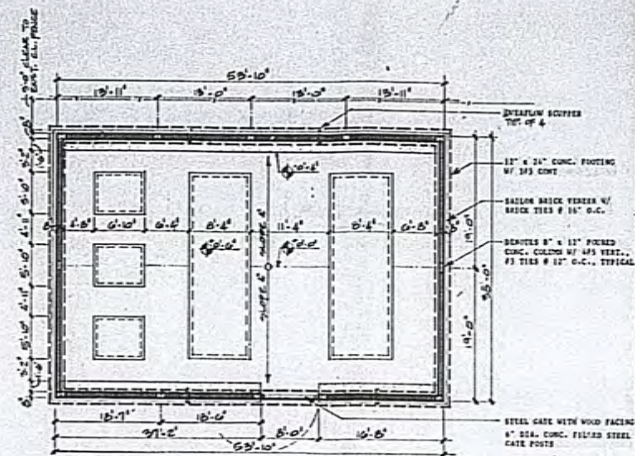
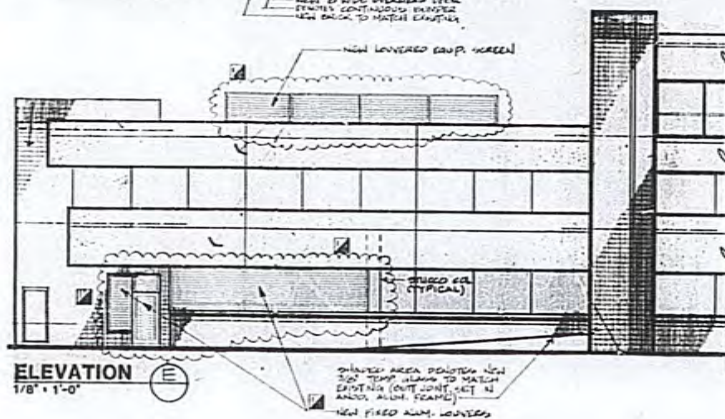
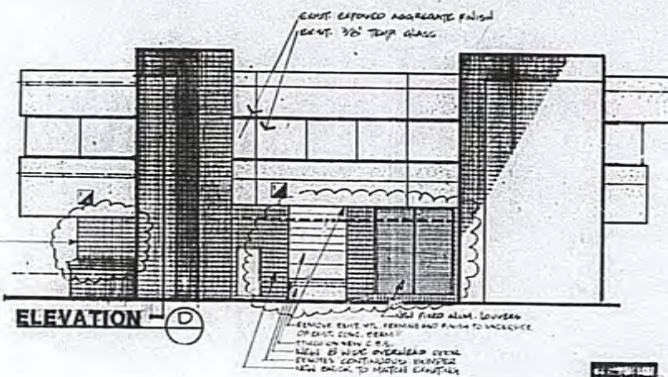
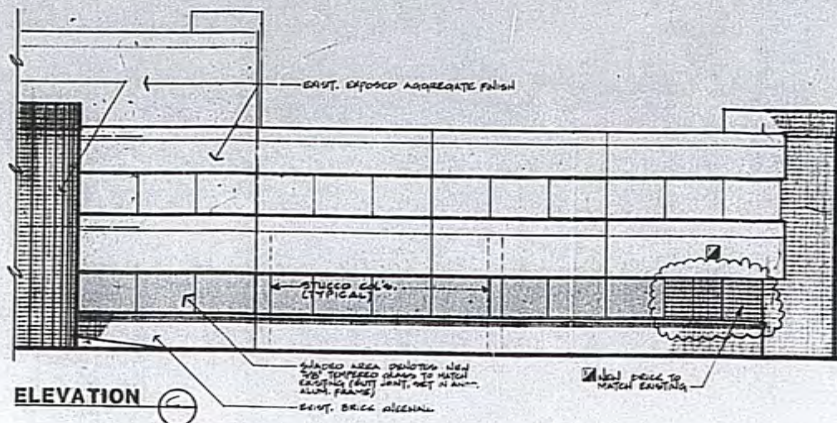
WORLD HEADQUARTERS
 FOR
SENSORMATIC ELECTRONICS CORPORATION
 BOCA RATON, FLA.

ELEVATIONS

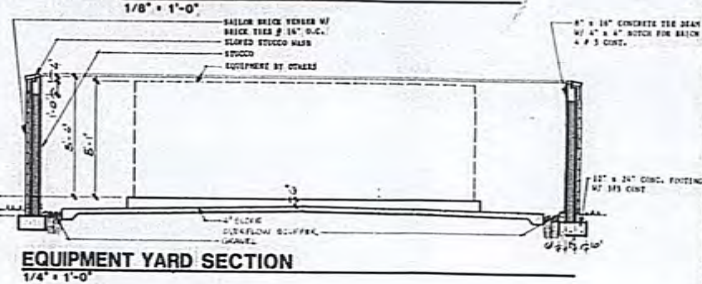
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REVIEWED
 MAY 3 - 1988
 CITY OF BOCA RATON
 INSPECTION DIVISION

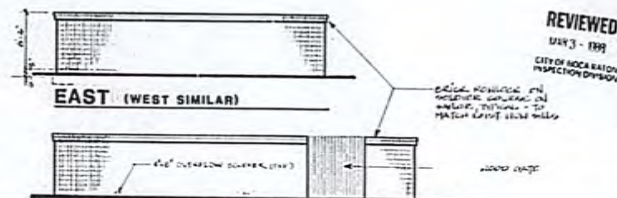
LAST DATE PRINTED 11-25-88



EQUIPMENT YARD PLAN



EQUIPMENT YARD SECTION



SOUTH (NORTH SIMILAR, NO GATE)

EQUIPMENT YARD ENCLOSURE ELEVATIONS



ARCHITECT
JEFF
FALKANGER &
ASSOCIATES
INCORPORATED

614 SOUTH FEDERAL HWY.
FT. LAUDERDALE, FL 33301
(305)764-6575

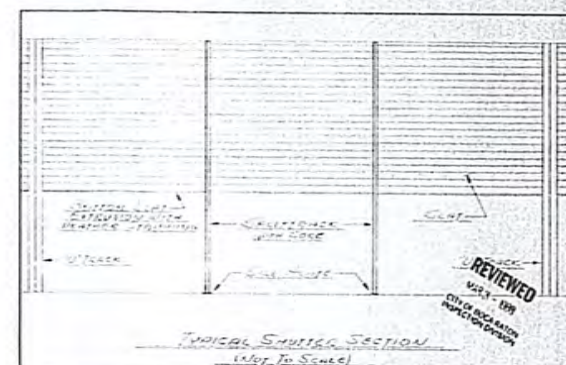
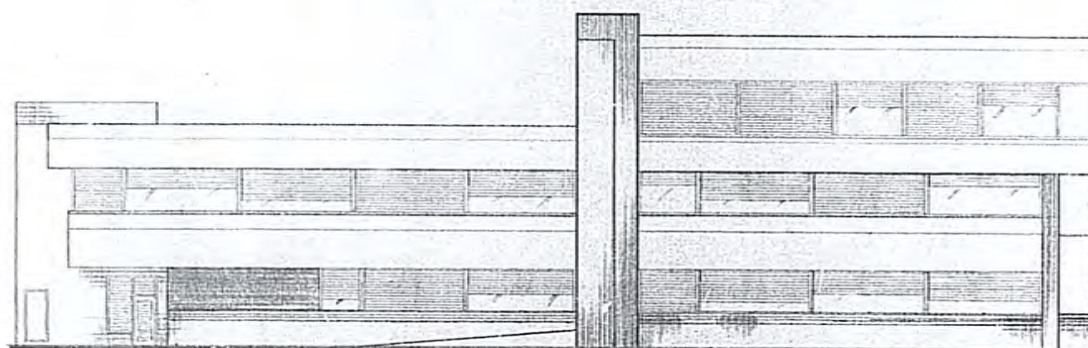
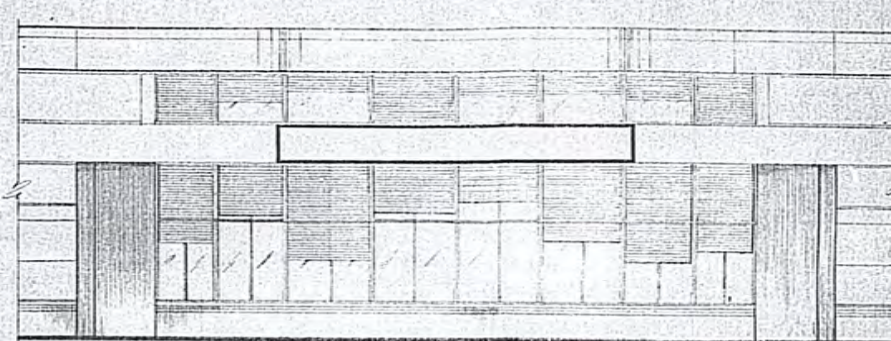
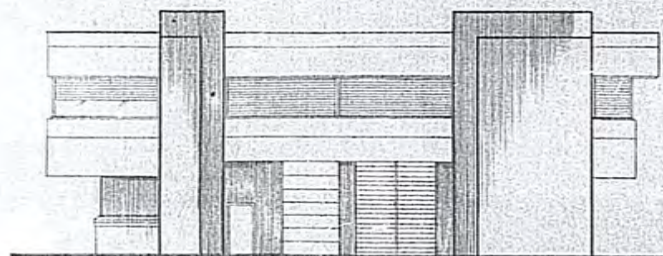
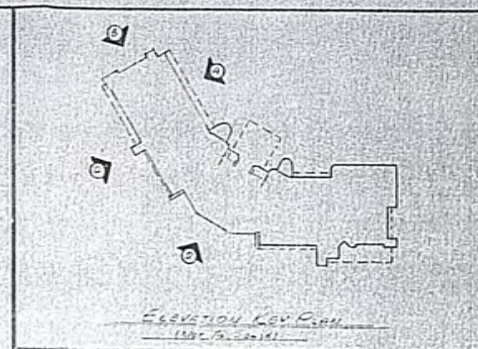
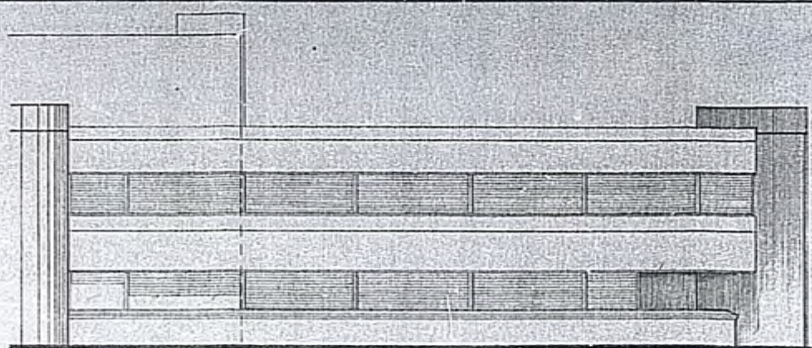
DESIGNED
BY
JEFF FALKANGER
11-10-80
CHECKED
BY
MUTUAL OF AMERICA
11-10-80
NOTED
BY
MUTUAL OF AMERICA
11-10-80

87091

MUTUAL
OF
AMERICA
INTERIOR ALTERATIONS
TO
NATIONAL
TECHNOLOGY
CENTER
BOCA RATON, FL.

A-7 11

ALL EXTERIOR ELEVATIONS, SCALE: 1/8"=1'-0"



SHERMAN SMOKE & SHIPPS SHERMAN SMOKE & SHIPPS		
NAME	ADDRESS	PHONE
LAST		NUMBER
NATURAL OF AMERICA		
SHERMAN SMOKE & SHIPPS		

Water Meter Size: _____
CIP FEES: _____
Water Tap In: _____
Sewer Tap In: _____

City Of Boca Raton
BUILDING INSPECTION DIVISION
APPLICATION FOR BUILDING PERMIT

B

CITY: _____ RD: _____ TWP: _____ SEC: _____ SUBD: _____ BLOCK: _____ LOT: _____						PERMIT NUMBER 51418	DATE 3/4/88
IMPORTANT - Applicant to complete ALL items. Mark where applicable.						PLAN CHECK NO. 51418	DATE 2/17
1. LOCATION OF BUILDING Number & Street 1150 Aerial Sound Parkway Boca Raton Lot No. _____ Block _____ Section _____ Subdivision _____ PARCEL B APR #3		A. TYPE OF IMPROVEMENT 1. ☐ New Structure 2. ☐ Addition 3. ☐ Alteration 4. ☐ Repair 5. ☐ Wrecking 6. ☐ Moving (relocation) 7. ☐ Other ORANGE SHUTTERS		C. PRINCIPAL TYPE OF FRAME 1. ☐ Masonry (wall bearing) CBS 2. ☐ Wood frame 3. ☐ Structural Steel 4. ☐ Reinforced concrete 5. ☐ Other - Specify _____		Plan Check Fee 796.25 Permit Fee 1592.50 Total Fee 2388.75	
B. PROPOSED USE (For "Wrecking" show most recent use) RESIDENTIAL 1. ☐ One-family (incl. semi-detached, row, town) 2. ☐ Two or more family No. of dwelling units _____ 3. ☐ Transient hotel, motel or dormitory 4. ☐ Garage 5. ☐ Carport 6. ☐ Mobile Homes 7. ☐ Other - Specify _____ NON-RESIDENTIAL 8. ☐ Amusement, recreational 9. ☐ Church, other: Religious 10. ☐ Industrial 11. ☐ Parking garage 12. ☐ Service Station, Repair Garage 13. ☐ Hospital, Institutional 14. ☐ Office, Bank, Professional 15. ☐ Public utility 16. ☐ School 17. ☐ Stores, Mercantile 18. ☐ Tanks, Towers 19. ☐ Other - Specify _____ Base Flood Elevation: _____		D. TYPE OF SEWAGE DISPOSAL 1. ☐ Public 2. ☐ Private (septic tank, etc.) E. TYPE OF WATER SUPPLY 1. ☐ Public or privately owned company 2. ☐ Individual, well, cistern F. TYPE OF MECHANICAL AIR CONDITIONING 1. ☐ Central-elect. 2. ☐ Central-gas 3. ☐ Individual room air conditioner 4. ☐ None F. ELEVATOR (s) ESCALATOR Enter number (1, 2, etc.) _____ G. NO. OF OFF-STREET PARKING SPACES Enclosed _____ Outdoors _____ H. DIMENSIONS A. Plot Square Feet _____ B. Plot Cubic Feet _____ C. No. Stories _____ D. Bldg. Height _____ J. COST (Estimate) COST OF BUILDING OR IMPROVEMENT 314,000.00		DEPARTMENTAL USE ONLY ZONING DIV. Signature _____ Date _____ ENG. DIV. Signature WA - shutters only Date _____ FIRE DEPT. Signature _____ Date _____ CAB Signature A. G. M. Date 3/1/88 B. B. DIV. Signature M. B. W. Date 3-3-88 BUILDING OFFICIAL Signature Sheeley Date 3-3-88			
Description of Work: Install operable shutters to external windows							
Size of lot: Width _____ feet, Depth _____ feet, Area _____ Height of building (to highest point of roof) _____ feet, Set-back from property line: Front _____ feet, Rear _____ feet, Side yard _____ feet, Side yard _____ feet. ZONING DISTRICT LIR 25							

Owner	Name Mutual of America	Mailing address - number, street, city, and state 1501 SE 4th Ave Ft. Lauderdale FL 33316	Zip code	Tel. No.
Contractor	Name McIntyre Construction	City of Comp. No. _____ State Reg. No. _____	CC 0101364	
Architect/Engineer	Name 60706	City of Comp. No. _____ State Reg. No. _____		

I hereby certify that I have the authority to make the foregoing application, that the application is correct, and that the construction will conform to regulations of the Building Code, Zoning Ordinance, and other provisions of the codes of Palm Beach County and the City of Boca Raton.

(Signature of Certified Licensed Contractor) _____ Address _____
Date _____

IF THE APPLICANT DOES NOT SIGN THIS APPLICATION BEFORE THE BUILDING OFFICIAL OR HIS REPRESENTATIVE, THE SIGNATURE MUST BE NOTARIZED.

STATE OF FLORIDA **Broward**
COUNTY OF _____

Before me personally appeared **Sheldon McCortney**, so me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this **17** day of **February**, A.D. 19 **88**
Suzanne
Notary Public, State of Florida at Large
My commission expires _____
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES DEC. 20, 1989.
SHOULD EXIST NOTARY PUBLIC UNDERWRITING

APPLICATION FOR STRUCTURE REVIEW AND APPROVAL
COMMUNITY APPEARANCE BOARD
City of Boca Raton, Florida

CAB

STRUCTURE

DATE FEB 17 1988

☒ FINAL REVIEW

PERMIT NUMBER

☐ PRELIMINARY REVIEW

51418

☐ REQUEST FOR CHANGE*

*PERMIT NUMBER REQUIRED

PROJECT NAME Mutual of America

LEGAL DESCRIPTION OF SITE Parcel B APOC #3

ADDRESS OF SITE 1150 Broken Sound Parkway Boca Raton FL

	Name	Address	Zip	Phone
APPLICANT	<u>McIntosh, Conch</u>	<u>1509 SE 4th Ave Ft. Lauderdale</u>	<u>33316</u>	<u>463-4446</u>
OWNER	<u>Mutual of America</u>	<u>1150 Broken Sound Parkway Boca Raton</u>		<u>994-9233</u>
ARCHITECT	<u>Jeff Falkner</u>	<u>614 So. Fed Hwy Ft. Lauderdale</u>	<u>33301</u>	<u>764-6575</u>
CONTACT PERSON	<u>Catherine Lee</u>	<u>614 So. Fed Hwy Ft. Lauderdale</u>	<u>33301</u>	<u>764-6575</u>

DESCRIPTION OF WORK TO BE DONE: Installation of operable shutters
at exterior windows

Has this item before the Community Appearance Board for Preliminary Approval?

☐ Yes ☒ No When _____

☐ COLOR SAMPLES ATTACHED

CAB REVIEW

DATE 3/1/88

APPROVED ☒

TABLED ☐

DENIED ☐

REVIEW DECISIONS:

COMMUNITY APPEARANCE BOARD

a. g. h.
Chairman

PLAN SETBACK AND HEIGHT REVIEW

Case or Permit # 51A18

Date Plan Received _____

Title (if applicable) _____

Type of Approval:

- | | |
|---|---|
| ☐ SF Permit | ☐ MF Permit |
| ☐ Pool, Spa Permit | ☐ Accessory Building |
| ☐ Deck, Patio Permit | ☐ Commercial or Industrial Building Permit |
| ☐ Screen Enclosure Permit | ☐ Site Plan or Conditional Approval |
| ☐ Fence Permit 6', 4' | |
| ☒ Other <u>INSTALL SHUTTERS</u> | |

Type of Parcel:

- ☐ Normal (1-front, 2-sides, 1-rear)
- ☐ Corner (1-front, 1-side, 1-rear, 1-front on side)
- ☐ Corner (prior plat - 1-front, 2-sides, 1-rear)
- ☐ Double or triple frontage
- ☒ Special COMM.

Controlling Requirement:

- ☒ Zoning district LRP5
- ☐ Prior plat
- ☐ Special setback
- ☐ Adjacent to residential (Sec. 25-65)
- ☐ Pool, fence, screen enclosure, accessory building

	Front	Side	Rear
Required setback	_____	_____	_____
Additional setback	_____	_____	_____
Total Setback	_____	_____	_____
Actual plans	_____	_____	_____
Maximum height allowed by code	_____	_____	_____
Average crown of road	_____	_____	_____
Crown of road to finished floor	_____	_____	_____
Finished floor elevation	_____	_____	_____
Building height (calculation)	_____	_____	_____
Total building height	_____	_____	_____



Comments: _____

Approved by: [Signature]

/Checked by: [Signature]

City of Boca Raton

DEPARTMENT OF COMMUNITY DEVELOPMENT
BUILDING INSPECTION DIVISION

CITY HALL • 201 WEST PALMETTO PARK ROAD • BOCA RATON, FLORIDA 33432 • PHONE: (305) 393-7503



PERMIT

TYPE- AWNING/SHUTTER

PERMIT NO. 51418

DATE- FEB 18 1988

EXPIRATION DATE- JUN 03 1988

THIS IS TO CERTIFY THAT MCCARTNEY CONSTRUCTION CO. HAS PERMISSION TO
CONSTRUCT/INSTALL: SHUTTERS PARCEL B APOC

FOR MUTUAL OF AMERICA OF

LOCATED ON THE FOLLOWING DESCRIBED SITE:

RANGE TOWNSHIP SECTION SUBDIVISION BLOCK LOT

STREET ADDRESS: 1150 BROKEN SOUND PKY

TOTAL COST- \$314,000

SIGNED BY: _____

DATE- _____

ROUTING:

DEPARTMENT	SIGN BY	DATE OUT	DEPARTMENT	SIGN BY	DATE OUT
ZONING DIVISION			ENGINEERING DEPARTMENT		
COMMUNITY APPEARANCE BOARD	JE BT	2/22/88	DOWNTOWN AGENCY REVIEW		2/23/81
BUILDING DIVISION			BUILDING OFFICIAL		

FEES:

TYPE

AMOUNT

TYPE

AMOUNT

ADD/ALT - BUILDING

1592.50

PLAN CHECK ADD/ALT BLDG.

796.25

TOTAL FEE- \$2,388.75

RESOLUTION NO. 2024-001

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF BOCA RATON CONSIDERING, FOR THE APPROXIMATELY 11.68-ACRE PROPERTY GENERALLY LOCATED AT 1150 NW BROKEN SOUND PARKWAY, A SITE PLAN APPROVAL (SUPERSEDING THE SITE PLAN APPROVED BY RESOLUTION NO. 82-62, AS AMENDED BY RESOLUTION NO. 2012-19) TO AUTHORIZE CONSTRUCTION OF A NEW, SEVEN (7) STORY, 100 FOOT TALL, APPROXIMATELY 157,861 SQUARE FOOT OFFICE BUILDING, A SIX (6)-STORY, APPROXIMATELY 216,900 SQUARE FOOT PARKING STRUCTURE AND OTHER SITE IMPROVEMENTS SUCH AS INSTALLATION OF SIDEWALKS AND LANDSCAPING; AND CONSIDERING THE ABANDONMENT OF PORTIONS OF A TEN (10)-FOOT WATER EASEMENT ON THE SUBJECT PROPERTY; PROVIDING FOR REPEALER; PROVIDING AN EFFECTIVE DATE (SPA-23-03/PZSPA-2023-00022)

1
2 **WHEREAS**, the Planning and Zoning Board ("Board") is charged with conducting public
3 hearings for the review of site plan applications for all commercial, industrial, multifamily and
4 miscellaneous developments in the City of Boca Raton; and

5 **WHEREAS**, on December 2, 1982, the Board adopted Resolution No. 82-62 (SPA-10/62-
6 41), approving a site plan authorizing the construction of a 56,360 square foot office building on
7 the approximately 11.68-acre property generally located at 1150 NW Broken Sound Parkway
8 ("Property," described in Section 1); and

9 **WHEREAS**, on March 4, 1988, Building Permit No. 51418 was issued for work that
10 included enclosing an integrated parking structure, which increased the floor area of the
11 aforementioned office building from 56,360 square feet to 64,708 square feet (an increase of
12 8,348 square feet); and

13 **WHEREAS**, on October 18, 2012, the Board adopted Resolution No. 12-19 (SPA-12-07),
14 approving an amendment to Resolution No. 82-62 to authorize the construction of a 6,610 square
15 foot chiller/storage building and other site improvements on the Property; and

16 **WHEREAS**, 1150 BROKEN SOUND LLC (the "Applicant") has filed an application for site
17 plan approval to authorize the demolition of the existing three (3)-story, approximately 64,708
18 square foot corporate office building and the approximately 6,610 square foot chiller/storage
19 building (the "Existing Buildings") and construction of a new seven (7)-story, approximately
20 157,861 square foot, 100 foot tall office building, a six (6)-story, approximately 216,900 square
21 foot parking structure and other site improvements including the installation of sidewalks and
22 landscaping, and considering the abandonment of portions of a ten (10)-foot water easement on
23 the Property ("Application") (SPA-23-03/PZSPA 2023-00022); and

24 **WHEREAS**, pursuant to Section 28-980(e), Code of Ordinances, the Application satisfies
25 the criteria for certain height, intensity and parking incentives for new construction or expansion

1 of office buildings in the Light Industrial and Research Park (LIRP) zoning district, and is subject
2 to certain additional requirements set forth therein; and

3 **WHEREAS**, the Development Services Department has reviewed the Application and has
4 submitted its recommendation (the "Staff Report") to the Board; and

5 **WHEREAS**, public notice was provided as required by the Code of Ordinances; and

6 **WHEREAS**, the Board conducted a public hearing on January 18, 2024 to consider the
7 Application, the Staff Report, and all testimony and evidence of record; and

8 **WHEREAS**, the Board has reviewed the Application, and has considered the criteria for
9 approval of a site plan set forth in Section 28-54, Code of Ordinances, and the criteria for
10 abandonment of a special purpose easement set forth in Chapter 25, Article II, Code of
11 Ordinances; now therefore

12
13 **BE IT RESOLVED BY THE BOARD:**
14

15 Section 1. The Board finds: the criteria for approval of a site plan set forth in Section 28-
16 54, Code of Ordinances, have been satisfied, and the Application is consistent with all other
17 applicable requirements of the City's land development regulations and the Comprehensive Plan,
18 and therefore the site plan to authorize the construction of an approximately 157,861 square-foot,
19 seven (7) story, 100 foot tall general/professional office building and a six (6)-story, approximately
20 216,900 square foot parking structure, and other site improvements, including a new sidewalk
21 and street trees along both NW Broken Sound Parkway and NW Broken Sound Boulevard,
22 entitled "Mutual of America Building," prepared by Smiley & Associates, Inc. date stamped
23 received by the Development Services Department on November 21, 2023, attached hereto as
24 Exhibit "A" and incorporated herein (the "Site Plan"), is hereby approved for the Property
25 described below, subject to the conditions of approval set forth in Section 3:

26 ALL OF PARCEL 'B', ARVIDA PARK OF COMMERCE PLAT NO. 3,
27 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 38,

PAGES 85-86, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS LYING IN PALM BEACH COUNTY, FLORIDA CONTAINING 508,667 SQUARE FEET (11.6774 ACRES) MORE OR LESS.

Section 2. The Board finds that the criteria for abandonment of a special purpose easement set forth in Section 25-39, Code of Ordinances, been satisfied, and declares that it is in the best interests of the City and the public to vacate and abandon portions of a deeded ten (10)-foot water easement, as more particularly described in Exhibit "B" attached hereto (the "Partial Water Easement Abandonment") and the same is hereby vacated and abandoned, subject to the conditions set forth in Section 3. Upon compliance with the conditions set forth in Section 3 and specifically, Condition Nos. 4(j)(i) and 4(m) regarding the relocation of the existing water main to the City's satisfaction, perfection of the Partial Water Easement Abandonment shall be documented by the City's recording of a notification of such abandonment.

Section 3. Conditions of Approval:

For purposes herein, the term "Applicant" shall include the property owner, applicant, petitioner, lessee, tenant, heirs, successors in title, or any other party having a lawful interest in the Property for which this resolution is granted:

1. Plans and drawings submitted with any building permit application for improvements authorized by this Application shall be consistent with the plans and drawings submitted by the Applicant for this approval, specifically the Site Plan entitled "Mutual of America Building," prepared by Smiley & Associates, Inc., date stamped received by the Development Services Department on November 21, 2023, attached hereto and made part hereof as Exhibit "A."

2. The plans and drawings may be modified as required by the Code of Ordinances or by the Community Appearance Board (the "CAB") acting within the scope of its powers and duties.

3. The Applicant shall obtain all main use building permits for development that is

1 subject to concurrency testing, pursuant to the roadway level-of-service standards of the
2 Comprehensive Plan, by December 31, 2028, the latest date for which background traffic was
3 analyzed. Failure to obtain all main use building permits by this date shall require the Applicant,
4 with regard to any buildings for which a main use building permit has not been issued, to provide
5 a revised traffic study to include the then existing background traffic and to retest for concurrency
6 and consistency. If the study shows a failure of any test, as determined by the City, then this
7 approval shall be null and void.

8 4. Prior to the issuance of the main use building permit, the Applicant shall:

9 a) Submit water, sewer, paving, and drainage plans for the on-site and off-site
10 improvements, which shall be reviewed and approved by City staff responsible for public works
11 review ("PWR") and other required government agencies;

12 b) Provide a letter of credit or cash bond, in the forms attached to the agenda
13 materials in connection with this Site Plan, in an amount equal to 110 percent of the cost of
14 construction of:

15 i. All off-site improvements;

16 ii. All activity in the public right-of-way; and

17 iii. All on-site improvements to be dedicated to the City and/or for public use;

18 c) Submit certification by a design professional that the engineering plans for the
19 surface parking area, are consistent with the City's Engineering Design Standards Manual and
20 the Americans with Disabilities Act ("ADA");

21 d) Demonstrate that all on-site elements, including loading stall size, wheel stops,
22 bike racks, dumpster enclosures, etc., as shown on the approved Site Plan, are consistent with
23 the City's Engineering Design Standards Manual;

24 e) Remit payment of all applicable impact fees pursuant to the Palm Beach County
25 Unified Land Development Code, Article 13, "Impact Fees;"

26 f) Submit engineering plans of the parking structure for review and approval by

1 PWR. A design professional shall certify that the engineering plans for the parking structure are
2 consistent with the City's Engineering Design Standards Manual and ADA. The engineering
3 parking structure plans shall conform to the following standards:

4 i. Minimum unobstructed vertical clearance shall be 98 inches on the ground level,
5 and 84 inches for all levels above the ground level;

6 ii. Columns shall not encroach into any parking space;

7 iii. Ramps cannot exceed ten (10) percent grade or five (5) percent grade with
8 parking;

9 iv. Grades for accessible routes shall not exceed two (2) percent;

10 v. Ample illumination (pursuant to Section 23-241, Code of Ordinances), pull alarms,
11 panic buttons, and CCTV cameras shall be provided; and

12 vi. All parking stalls shall be double striped.

13 g) Obtain approval of design plans, easement(s) and/or right-of-way, and necessary
14 permits from the Arvida Park of Commerce-West Association, Inc. and/or the City, as applicable,
15 for the following improvements, as depicted on the Site Plan:

16 i. A minimum eight (8) foot wide sidewalk free of any encroachment, with street
17 trees, on NW Broken Sound Parkway and NW Broken Sound Boulevard, along the Property
18 frontage;

19 ii. A new east-west crosswalk ("Crosswalk") which crosses NW Broken Sound
20 Boulevard at its intersection with NW Broken Sound Parkway;

21 iii. A new sidewalk connection between the Crosswalk and existing sidewalk on the
22 east side of NW Broken Sound Boulevard;

23 iv. A new bus shelter, subject to review and approval by the CAB, on NW Broken
24 Sound Parkway, as depicted on Sheet 1 of the Site Plan, which bus shelter shall be the perpetual
25 maintenance obligation of the Applicant; and

26 v. A westbound left turn lane at the driveway at NW Broken Sound Parkway, with a

1 minimum storage bay length of 145 feet, inclusive of a 50-foot taper.

2 h) Remit to the City an annual contribution of \$19,712, to be applied to the City's
3 transit programs in accordance with Section 28-980(e)(3)(1), Code of Ordinances; provided
4 however, for the first payment, such amount (\$19,712) shall be prorated based on the number of
5 months between the date of issuance for a main use building permit and the next January 15th
6 (the date on which the next annual contribution will be due).

7 i) File a Transportation Demand Management (TDM) Plan ("TDM Plan") acceptable
8 to the City. The TDM Plan development and implementation process shall include the following:

9 i. Designation of an entity to oversee and coordinate the TDM Plan ("TDM Plan
10 Coordinator"). This entity, which is the liaison between the project and the City, shall monitor all
11 TDM Plan activities for the Property;

12 ii. Provision of facilities for the posting of TDM Plan information in locations that are
13 readily visible to employees. This is an area that is used to supply employees with information
14 about bus and train schedules, South Florida Commuter Services, name and phone number of
15 the Property's TDM Plan Coordinator and information on local amenities; and

16 iii. Meaningful incentives for the employees at the Property who make trips by modes
17 of transportation other than single occupancy automobiles by providing transit, shuttle, carpool,
18 walking and biking subsidies. This includes a commitment to provide transit passes to employees
19 at a rate discounted by a minimum of 30 percent to encourage public transit use.

20 j) Execute and deliver to the City for recordation, along with applicable fees, at the
21 locations depicted on the approved Site Plan, and in the forms attached to the agenda materials
22 in connection with the Site Plan:

23 i. A 10-foot wide utility easement on the Property, generally located north of the
24 proposed office building and parking structure;

25 ii. A 10-foot by 30-foot bus shelter easement on the Property abutting NW Broken
26 Sound Boulevard. The shelter and the surrounding easement area shall be the perpetual

1 maintenance obligation of the Applicant; and

2 iii. A declaration of covenants and restrictions, which shall include the following:

3 (1) Solid Waste Collection:

4 a. The Applicant shall contract with a private solid waste collection and disposal
5 service as franchised by the City in accordance with the provisions of Section 14-22, Code of
6 Ordinances, to provide solid waste pick-up services for all uses on the Property; and

7 b. The City will not be responsible for pickup of solid waste generated by any use on
8 the Property;

9 c. The solid waste service will be contracted by the Applicant, and the costs of the
10 solid waste service, including any solid waste service and all franchise and applicable solid waste
11 disposal fees, shall be the sole responsibility of the Applicant, its successors and assigns, without
12 recourse to the City; and

13 d. The Applicant may change the solid waste service with which the Applicant
14 contracts at any time without the written consent of the City, provided that any and all solid waste
15 services with which the Applicant contracts are franchised by the City and provides a written
16 acknowledgement that there will not be any recourse to the City.

17 (2) Employee Amenity Areas: All employee amenity uses including the recreational
18 facility, cafeteria, training facility, rooftop terrace, common spaces, etc., shall be restricted for use
19 by executives and employees, and their guests only, and shall not be open to members of the
20 general public.

21 k) During construction, any temporary closure or obstruction of public sidewalks or
22 roadway lanes shall require prior written approval from the City.

23 l) Submit, subject to review and approval by PWR, a construction sequencing plan
24 that includes phasing, staging areas, and a traffic maintenance plan.

25 m) Relocate any existing utilities lying within the water easement vacated pursuant to
26 Section 2 of this Resolution, to those lands to be determined and approved by the City, in advance

1 of relocation. Such relocation shall be at the Applicant's sole cost and expense and in a manner
2 acceptable to the City.

3 n) Remit payment of the voluntarily proffered contribution of \$102,048.90 to the City's
4 Beautification program.

5 o) Submit a construction parking staging plan ("Temporary Parking Plan") describing
6 how parking will be temporarily managed considering the limitation regarding the maximum 75
7 spaces that will be available-on-site during construction (inclusive of all parking needs for the
8 Existing Building, including employee, guest, and / or construction parking), as set forth in
9 Condition No. 6 below. The Temporary Parking Plan shall be subject to review and approval by
10 PWR. If off-site parking is a component of the Temporary Parking Plan, the Applicant shall
11 provide the following:

- 12 i. The location and quantity of the temporary off-site parking spaces,
- 13 ii. The route users would take to access the off-site spaces from the facility, including
14 shuttle service (and the details of such shuttle service such as frequency, capacity, and
15 operational hours), if applicable,
- 16 iii. The quantity of on-site handicapped accessible parking spaces as required by Chapter
17 2 of the Florida Building Code, based upon the total number of provided parking spaces,
- 18 iv. Demonstrate that the temporary parking spaces are excess and not required spaces
19 for the site at which they are located,
- 20 v. A copy of the executed agreement between the Applicant and the owner of the off-site
21 parking spaces, specifically for allowing the Applicant's employees, guests, and/or construction
22 personnel to use the off-site parking spaces temporarily during the construction period. This
23 agreement shall detail the duration, number of allocated parking spaces, terms of use, hours of
24 availability, and any other relevant conditions.

25 In addition to the aforementioned requirements, the Applicant shall ensure that all
26 temporary off-site parking arrangements are strictly for the duration of the construction period

1 and do not lead to any permanent changes in land use or parking patterns post-construction. In
2 the Applicant fails to obtain a Certificate of Occupancy and this Site Plan expires, then the
3 Applicant's right to use the temporary off-site parking shall expire concurrently with this Site Plan.

4 5. Prior to the issuance of a Certificate of Occupancy for the improvements authorized by
5 this Site Plan, the Applicant shall:

6 a) Complete all construction, including all improvements within the adjoining streets
7 and the street tree planting zone, with the exception of the grading, irrigation and sod in the area
8 of the Existing Buildings, and have it accepted by the appropriate jurisdiction(s), and obtain
9 approval for all improvements shown on the approved PWR plans;

10 b) Implement the TDM programs; and

11 c) Obtain a permit to demolish the Existing Buildings. The Applicant shall be
12 responsible for submitting an application for such permit sufficiently in advance of seeking a
13 Certificate of Occupancy in order to meet all applicable requirements.

14 6. Upon issuance of a main use building permit for the improvements authorized in
15 this Site Plan, and continuing until 60 days after the issuance of a Certificate of Occupancy for
16 said improvements, the Applicant shall actively manage the workforce presence at the Existing
17 Buildings and shall ensure that no more than 75 vehicles are present at the Existing Buildings on
18 any one (1) day ("Vehicle Cap"), coupled with a system to monitor and report compliance.
19 Additionally, the Applicant shall develop contingency plans for workforce accommodation,
20 including remote working arrangements or relocation to temporary offices, if necessary, to
21 maintain operational continuity while adhering to the Vehicle Cap.

22 7. No later than 60 days after the issuance of a Certificate of Occupancy for the
23 improvements authorized in this Site Plan, the Applicant shall discontinue use of the Existing
24 Buildings and provide the Development Services Department with written confirmation of same.

25 8. No later than 180 days after the issuance of a Certificate of Occupancy for the
26 improvements authorized in this Site Plan, the Applicant shall demolish the Existing Building,

1 grade the area smooth, and install irrigation and sod as depicted on Sheet L-1 of 5 of the Site
2 Plan. Such work shall be pursuant to any and all required permits by the City.

3 9. All employee amenity uses including the recreational facility, cafeteria, training
4 facility, rooftop terrace, common spaces, etc., shall be restricted for use by executives and
5 employees, and their guests only, and shall not be open to members of the general public.

6 Section 4. The Applicant represents to the City of Boca Raton that it is the express intent
7 of the Applicant to be governed by the conditions contained herein, which conditions shall govern
8 development of the Property, and that said conditions shall bind the Applicant. These conditions
9 are adopted pursuant to the City's authority and all applicable provisions of law. Adherence by
10 the Applicant to these conditions is deemed by the City to be an integral part of its determination
11 that adoption of this resolution is an appropriate exercise of its power to approve the Site Plan
12 with respect to the Property. If any condition set forth herein is declared invalid or unenforceable
13 for any reason, the City expresses its intent that it would not have enacted this resolution without
14 each of said conditions. In addition to any and all available remedies, failure to abide by each of
15 these conditions may result in the revocation of this development approval and the rendering of
16 the use of the Property as contemplated in this Site Plan unlawful pursuant to the City's Code of
17 Ordinances.

18 Section 5. Resolution Nos. 82-62 and 2012-19 are hereby expressly repealed. All other
19 resolution or parts of resolutions in conflict herewith shall be and hereby are repealed.

20 Section 6. The Site Plan approval shall expire 24 months from the date of approval and
21 be null and void and of no further effect unless a main use building permit has been issued.
22 Thereafter, the Site Plan approval shall remain in effect only with respect to improvements for
23 which a permit has been timely issued and construction has proceeded thereunder through
24 issuance of a certificate of occupancy (and shall be null and void and of no further effect with
25 respect to improvements for which no permit has been issued, the permit has expired, or has
26 been abandoned).

1 Section 7. This resolution shall take effect immediately upon adoption.

2 **PASSED AND ADOPTED** by the Planning and Zoning Board Members of the City of Boca

3 Raton this 18th day of January, 2024.

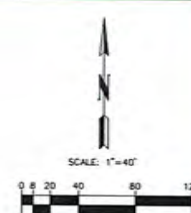
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5
6 
7 **Arnold Sevell, Chairman**
8 **PLANNING AND ZONING BOARD**

9
10
11
12 1/22/2024
13 Rendition Date

14
15
16 Approved as to form:

17 gpk

PLANNING AND ZONING BOARD			
	YES	NO	ABSTAINED
CHAIRMAN ARNOLD SEVELL	X		
VICE CHAIR LARRY CELLON	X		
SECRETARY JONATHAN WHITNEY	X		
MEMBER JEAN DA ROCHA	X		
MEMBER TIMOTHY DORNBLASER	X		
MEMBER JOE PANELLA			Absent
MEMBER CHRISTEN RITCHEY	X		



TABULAR DATA

[illegible]

PARKING CALCULATION		REQ.	PROG.
OFFICE 1 SPACE			
1 PER 200 SF OF EXPOSED GLASS	20	20	
1 PER 500 SF TO 4000.00 SQ FT	3.33	3.33	1.33
TOTAL		5.33	5.33
* PER URP AMENDMENT			
ALLOWABLE FOR REDUCTION OF REQUIRED (ROR RED.)			
5.33 X ROR = 45.33 TOTAL REQUIRED			
MINIMUM 10% OF 2% OF TOTAL			
BUILDING HEIGHT	12		
MIN. 100'			
EVS			
EV CAPABLE 20% 45.33 X .20	9.07		
EV READY 10% 45.33 X .10	4.53		
EV INSTALLED 5% 45.33 X .05	2.27		
TOTAL EVS	15.87		
20% OF PROVIDED			
BICYCLE PARKING			
1 PER 1000 SF TOTAL 45.33 X .05	2.27		
20 LONG TERM BICYCLE PARKING	20		
4 SHORT TERM BICYCLE PARKING	4		
TOTAL BICYCLE PARKING	24		
* SEE URP AMENDMENT			

1. EX CHARGING STATIONS IN GARAGE (SHALL MOUNTED-NOT WITHIN PARKING SPACE AREA)
2. ALL ADA STAIRS IN GARAGE
3. BICYCLE PARKING IN GARAGE
4. LITTORAL AREA: LAKE PERMETER 1,000 LT. AREA
5. EXPOSED REINFORCING BARS
6. FIRE SERVICE APPLIANCES - PUMP, HYDRANT, BACKFLOW DEVICES, ETC. SHALL HAVE A MINIMUM OF 5 FT OF CLEARANCE ON ALL SIDES AND FROM OVERHEAD POWER LINES
7. DUMPSTER ENCLOSURES SHALL NOT BE PLACED WITHIN 10 FEET OF COMBUSTIBLE WALLS, OPENINGS, OR COMBUSTIBLE ROOF LINES
8. LANDSCAPING SHALL NOT BE PLANTED WITH FIRE SPREADING PLANTS
9. ALL FIRE SERVICE APPLIANCES, EXCEPT BACKFLOW DEVICES, REFER TO THE CITY OF BOCA RATON CODE OF ORDINANCES - CHAPTER 7 FIRE CODE, AND THE TECHNICAL SPECIFICATIONS FOR THE CITY OF BOCA RATON FIREWORK, OR UPON FURTHER SUBMITTAL, VERIFICATION OF CONTRACTOR'S LICENSE TO PERFORM FIRE WORK
10. SURROUNDING NEIGHBORHOODS SHALL BE PROTECTED FROM FIREWORKS BY ALONG ROAD RIGHT OF WAY THAT HAVE FIELD OF VISION WITHIN 100 FEET OF THE FIREWORKS
11. ALL FIREWORKS SHALL BE PLACED IN A CONTAINER THAT IS PROVIDED FOR FIREWORKS OUTSIDE OF A BUILDING

OWNER
MUTUAL OF AMERICA
1150 BROKEN SOUND PKWY NW
BOCA RATON, FL 33487
561-471-1445
WWW.MUTUALOFAMERICA.COM

DEVELOPER BUTTERS CONSTRUCTION, INC. 6802 LYONS TECHNOLOGY CIR STE 100 COCONUT CREEK, FL 33073 954-312-2400 INFO@BUTTERS.COM	ENGINEER SMILEY & ASSOCIATES, INC. 624 KINGFISH ROAD NORTH PALM BEACH, FL 33408 561-596-0562 MSLEY@SMILEY-ASSOCIATES.COM
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SURVEYOR
AVIRON & ASSOCIATES, INC.
50 SW 2ND AVENUE, SUITE 102
BOCA RATON, FL 33432
561-392-2594
INFO@AVIRONSURVEY.COM

ENGINEER
SMILEY & ASSOCIATES, INC.
624 KINGFISH ROAD
NORTH PALM BEACH, FL 33408
561-596-0562
MSMILEY@SMILEY-ASSOCIATES.COM

ARCHITECT
ARQUITECTÓNICA
2900 OAK AVENUE
MIAMI, FL 33133
305-372-1812
ARQUITECTONICA.COM

WATER & SEWER FLOWS

PROPOSED:		
GENERAL OFFICE:	157,861 SF	15 GPD/100 SF
	157,861/100 =	1,578.61 x 15 = 23,679.2 GPD
EXISTING:		
GENERAL OFFICE:	84,708 SF	15 GPD/100 SF
	84,708/100 =	847.08 x 15 = 8,706.2 GPD
INCREASE OF 13,973.0 GPD		

	SETBACKS (OFFICE BUILDING)			
	FRONT REQ./PROVIDED	REAR REQ./PROVIDED	SIDE STREET REQ./PROVIDED	INTERIOR SIDE REQ./PROVIDED
15TH 2ND FLOOR	100' / 347.5'	35' / 43.0'	100' / 110.0'	35' / 40.0'
3RD FLOOR	100' / 347.5'	35' / 43.0'	100' / 110.0'	35' / 40.0'
4TH FLOOR	100' / 343.0'	35' / 43.0'	100' / 110.0'	35' / 40.0'
5TH FLOOR	106' / 343.0'	41' / 43.0'	106' / 110.0'	41' / 40.0'
6TH FLOOR	112' / 343.0'	46' / 43.0'	112' / 110.0'	46' / 40.0'
7TH FLOOR	120' / 343.0'	52' / 43.0'	112' / 110.0'	52' / 40.0'
MEDN ROOF	117' / 394.0'	62' / 40.0'	117' / 335.0'	62' / 40.0'

SETBACKS (PARKING STRUCTURE)			
FRONT REQ./PROPOSED	REAR REQ./PROPOSED	SIDE STREET REQ./PROPOSED	INTERIOR SIDE REQ./PROPOSED
10' / 22.6'	3' / 7.6'	10' / 22.6'	3' / 6.8'

MUTUAL OF AMERICA
BUILDING
FOR
MUTUAL OF AMERICA
BOCA RATON, FLORIDA

SITE PLAN



DRT	DRT
DSG	MS
CHK	MS
CARDING MA	

REVISION NOTES



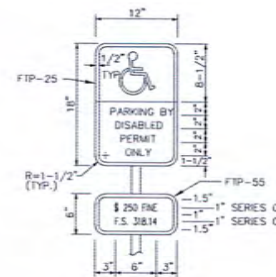
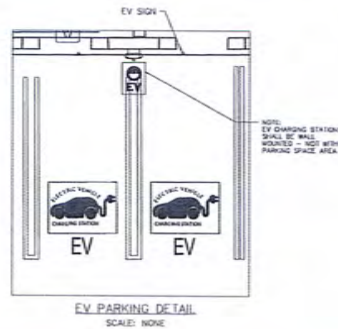
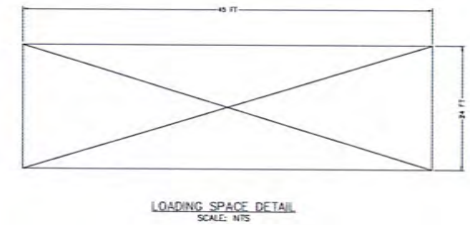
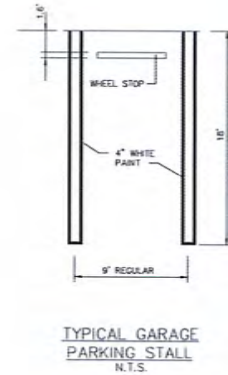
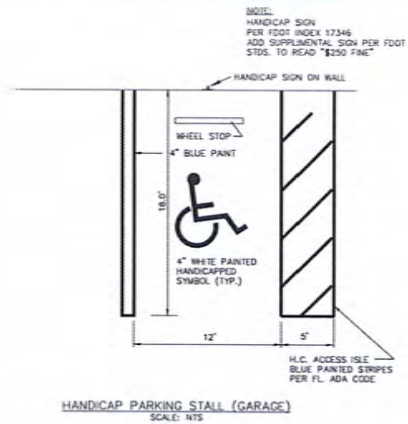
SP

SHEET TYPE

SHEET 1 OF 1

JOB # 23-0

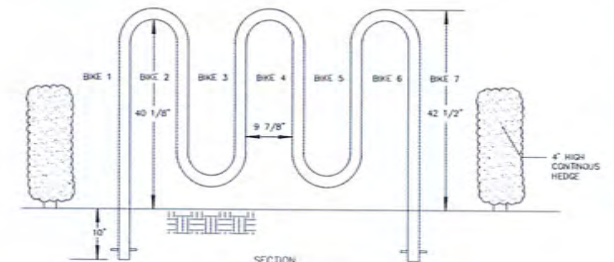
PHOTAS YEAR: DATE 11/14/23



1. All letters are 1" Series "C".
2. Top portion of sign shall have a reflectorized blue background with white reflectorized legend & border.
3. Bottom portion of sign shall have a reflectorized white background with black opaque legend & border.

- Notes: Sign FTP-22-04
1. All letters are 1" Series "C".
 2. Background white, legend and border black.

HANDICAP SIGN
SCALE: NONE



BICYCLE PARKING RACK SPECIFICATIONS:
RACK SHALL BE A MINIMUM OF 42" HIGH TO PROVIDE PROPER CLEARANCE FOR PARKED BICYCLES. GALVANIZED VERSION: RACK SHALL BE CONSTRUCTED OF ASTM A53 2" SCHEDULE 40 STEEL PIPE (2-3/8" O.D. X .154 WALL). THE PARKING RACK SHALL BE HOT DIPPED GALVANIZED AFTER FABRICATION. RACK SHALL BE HAND FILED TO REMOVE GALVANIZING FLASH.



SMILEY & ASSOCIATES, INC.
1000 W. US HWY 1, SUITE 100, BOCA RATON, FL 33432
(561) 995-1000 FAX (561) 995-1001
WWW.SMILEY-ASSOCIATES.COM

DRT	DRT
DSG	MS
CHK	MS
CADDWG	MA

REVISION NOTES

MUTUAL OF AMERICA
BUILDING
FOR
MUTUAL OF AMERICA
BOCA RATON, FLORIDA

REGULATION PLAN

DATE 9/8/23

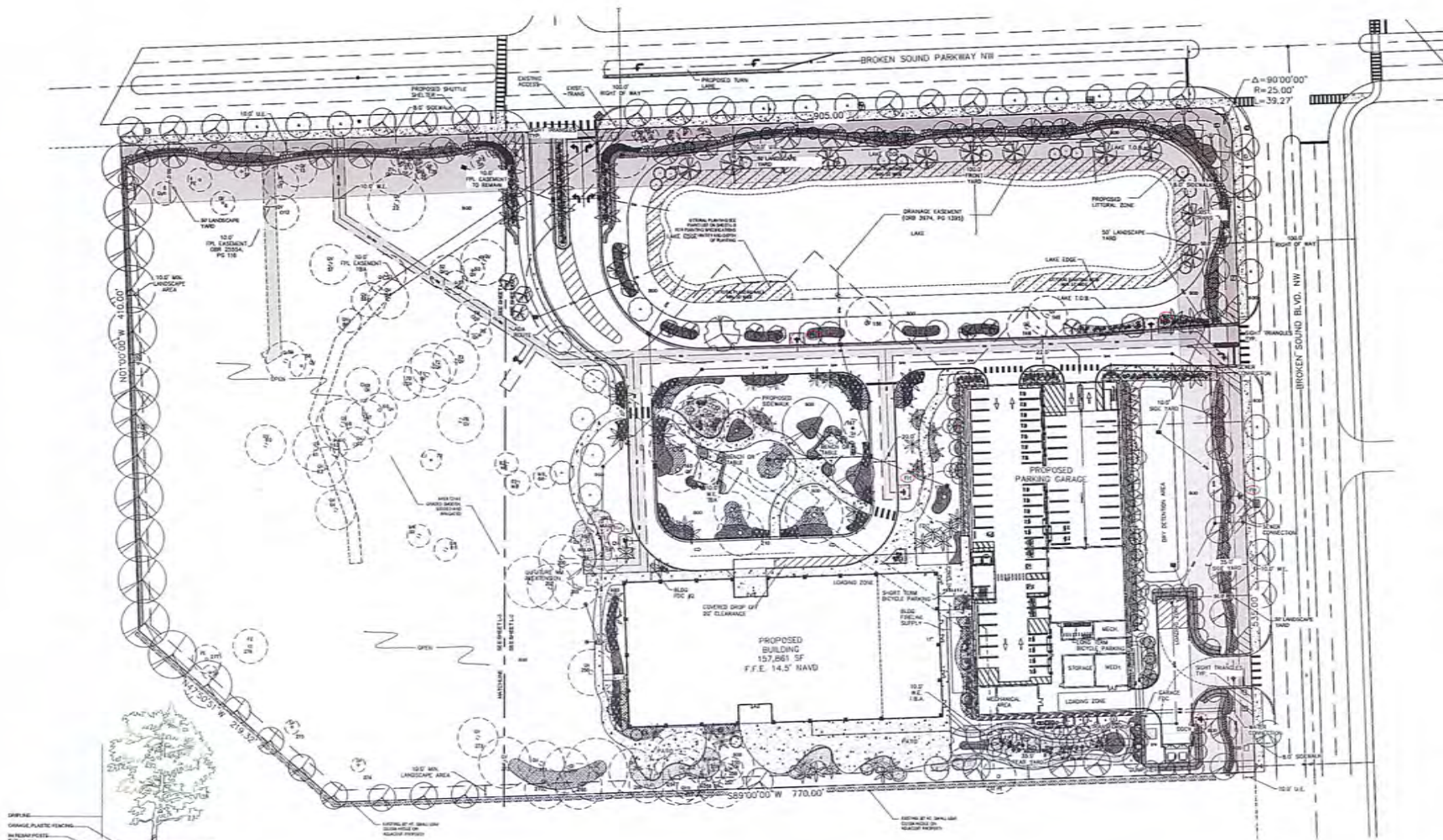


RP

SHEET TYPE

SHEET 1 OF 1

JOB # 23-002



TREE LEGEND

- EXISTING TREE TO REMAIN IN PLACE



SCALE: 1"=40'-0"

SHEET INDEX

- TR-1 OVERALL TREE DISPOSITION PLAN
TR-2 TREE DISPOSITION PLAN ENLARGEMENT
TR-3 TREE DISPOSITION CHART
L-1 OVERALL LANDSCAPE PLAN
L-2 LANDSCAPE PLAN ENLARGEMENT
L-3 BEST SITE AND UTILITY LANDSCAPE PLAN
L-4 DETAILS AND SPECIFICATIONS
L-5 VEHICULAR USE AREA PLAN

PROJECT

MUTUAL OF AMERICA
BOCA RATON, FL

TITLE

OVERALL
LANDSCAPE PLAN

PROJ. INC.

FILE NAME

DRAWING

DATE

REV

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

TREE RELOCATION AND PROTECTION NOTES

1. All trees to be relocated to be tagged in field with orange tree tags.
2. Tree relocation notes to be meticulously drawn and set on final design prior to general site clearing and grading and according to city code requirements.
3. If possible all relocations to be done by 90° tree spade. If relocation by tree spade is not feasible, then tree digging will be required.
4. Tree relocation to be coordinated with general contractor on site to determine sequencing.
5. Identify all underground utilities prior to tree relocation.
6. Temporary protective watering system to be in place prior to commencement.
7. Relocated trees to be set at final design grade.
8. All relocated trees to be watered on a daily basis and as to maintain a continuously moist root ball until time is established.
9. All existing trees and shrubs to remain in place shall be protected from damage by machinery by installing temporary tree protection fence and bollards as indicated on plan. Suitable tree protection methods shall be approved by the City.
10. Trees over four inches in diameter that are to be relocated will be tagged green at least eight weeks in advance of their moving date.

TREE PROTECTION DETAIL

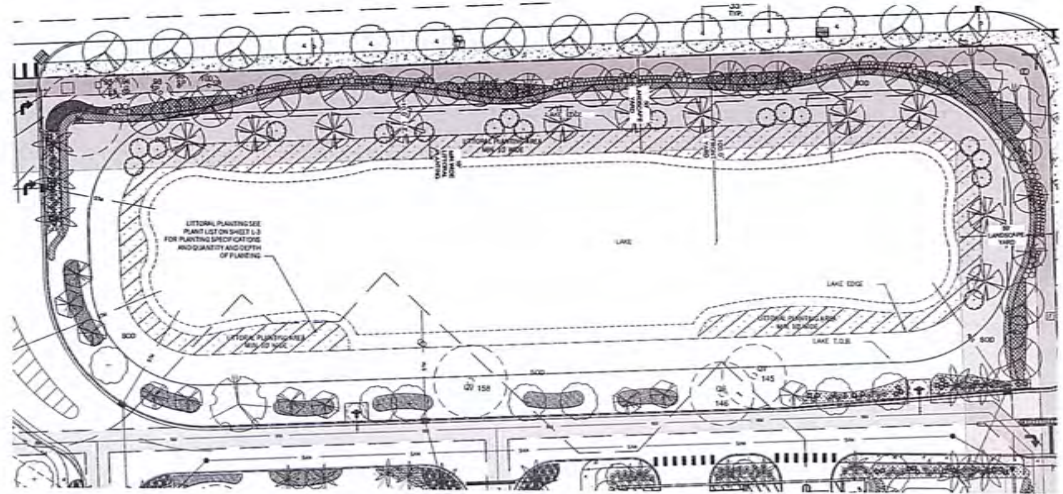
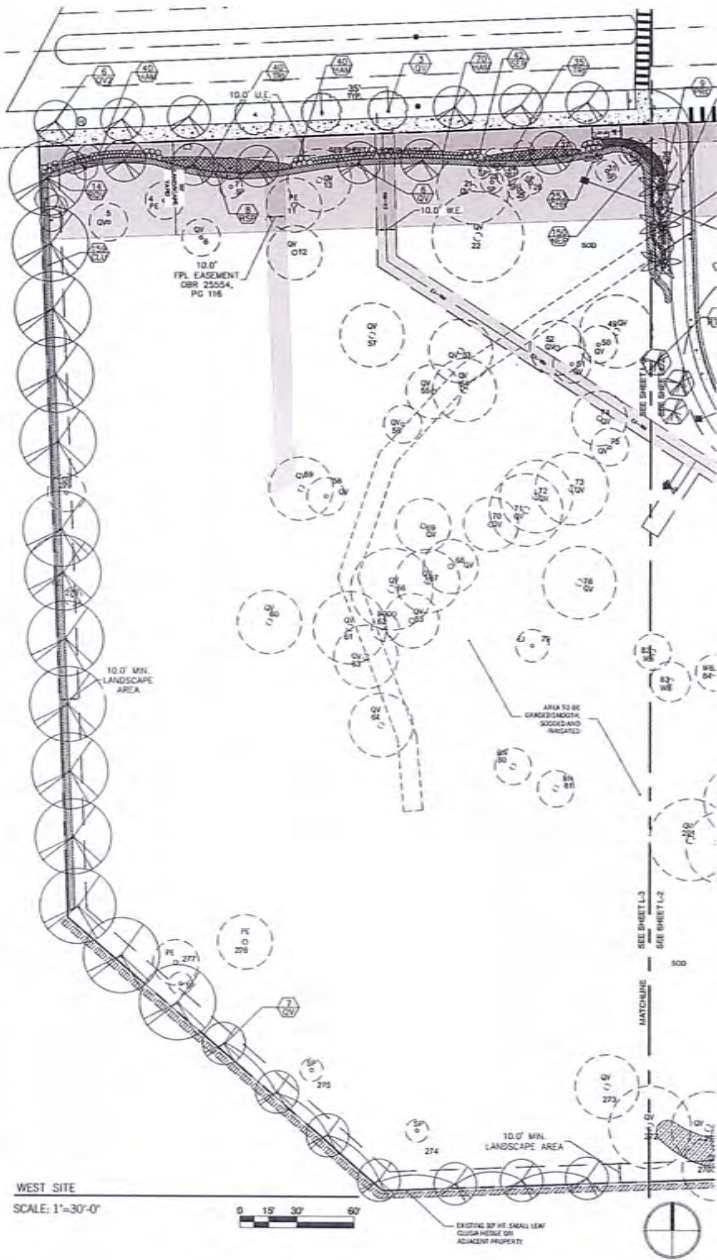
NOTES

TREE PROTECTION NOTE

All existing trees and shrubs to remain in place shall be protected from damage by machinery by installing temporary tree protection fence and bollards as indicated on plan. Suitable tree protection methods shall be approved by the City.

STREET TREE NOTE

LARGE CANOPY STREET TREES REQUIRED BY THE CITY ARE PROPOSED WITHIN 6' FROM THE EDGE OF STREET AT THE DIRECTION OF THE CITY OF BOCA RATON. FRINGIBLE TREES PROPOSED BY LA WERE NOT ACCESSIBLE TO THE CITY.



LITTORAL PLAN
SCALE: 1"=30'-0"



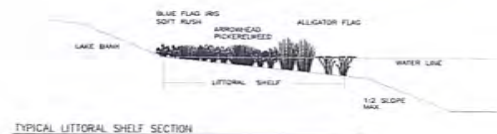
LITTORAL SHELF DATA
TABULAR DATA

LAKE 1,062 L.F. SHORELINE
X 18
15,880 S.F. REQUIRED LITTORAL AREA
15,880 S.F. PROVIDED LITTORAL AREA
83% OF THE LAKE BANK IS LITTORAL PLANTING

LITTORAL PLANT LIST

QTY	SPECIES	SPECIFICATION
100	BLUE FLAG IRIS	2" PLUG, 3' O.C., 0-1/2' DEPTH
250	SOFT RUSH	BAKE ROOT, 3' O.C., 0-1/2' DEPTH
300	ARROWHEAD	BAKE ROOT, 3' O.C., 0-1/2' DEPTH
350	PICKERELWEED	BAKE ROOT, 3' O.C., 1-2' DEPTH
250	ALLIGATOR FLAG	2" PLUG, 3' O.C., 1 1/2'-2' DEPTH
TOTAL PLANTS		1,250

NOTES:
1. PLANTS TO BE SPACED AT AN AVERAGE SPACING OF 3' O.C.
2. ACTUAL PLANT ZONATION TO BE DETERMINED BY PLANTING CONTRACTOR



TYPICAL LITTORAL SHELF SECTION

TREE LEGEND

○ EXISTING TREE TO REMAIN IN PLACE

SHEET INDEX

18-1 GENERAL TREE DISPOSITION PLAN
18-2 TREE DISPOSITION PLAN ENLARGEMENT
18-3 TREE DISPOSITION CHART
18-4 GENERAL LANDSCAPE PLAN
18-5 LANDSCAPE PLAN ENLARGEMENT
18-6 WEST SITE AND LITTORAL LANDSCAPE PLAN
18-7 DETAILS AND SPECIFICATIONS
18-8 VEHICULAR USE AREA PLAN

PROJECT

MUTUAL OF AMERICA
BOCA RATON, FL

TITLE

WEST SITE AND LITTORAL
LANDSCAPE PLAN

PROJ. NO.

FILE NAME

X DRAWN

DATE

REV.

DATE

REV.

DATE

REV.

DATE

REV.

DATE

REV.

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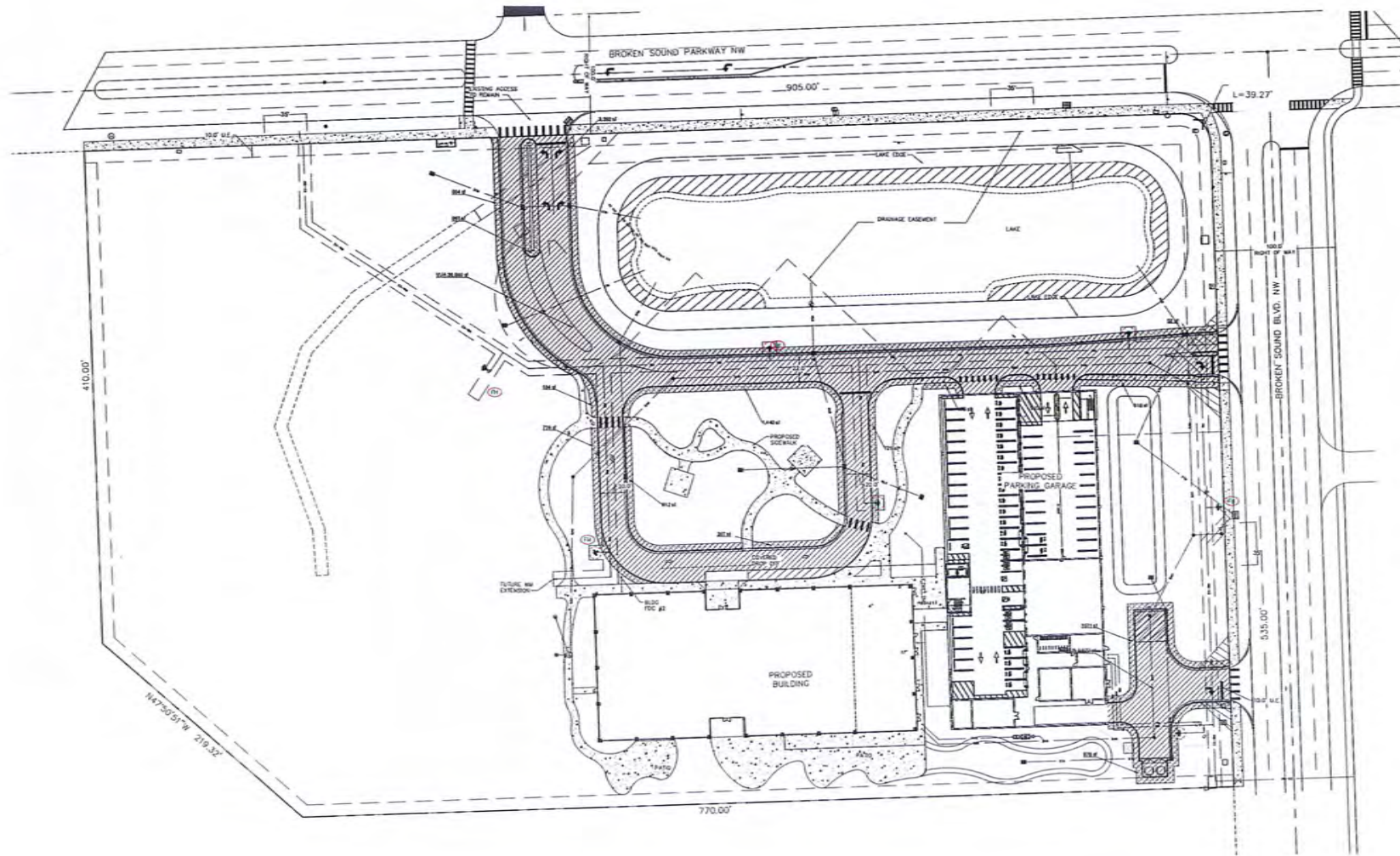
REV.

SHEET

L-3

OF

5



SCALE: 1"=40'-0"



- SHEET INDEX**
- TR-1 OVERALL TREE DISPOSITION PLAN
 - TR-2 TREE DISPOSITION PLAN ENLARGEMENT
 - TR-3 TREE DISPOSITION CHART
 - L-1 OVERALL LANDSCAPE PLAN
 - L-2 LANDSCAPE PLAN ENLARGEMENT
 - L-3 WEST SITE AND LITTORAL LANDSCAPE PLAN
 - L-4 DETAILS AND SPECIFICATIONS
 - L-5 VEHICULAR USE AREA PLAN

PROJECT

MUTUAL OF AMERICA
BOCA RATON, FL

TITLE

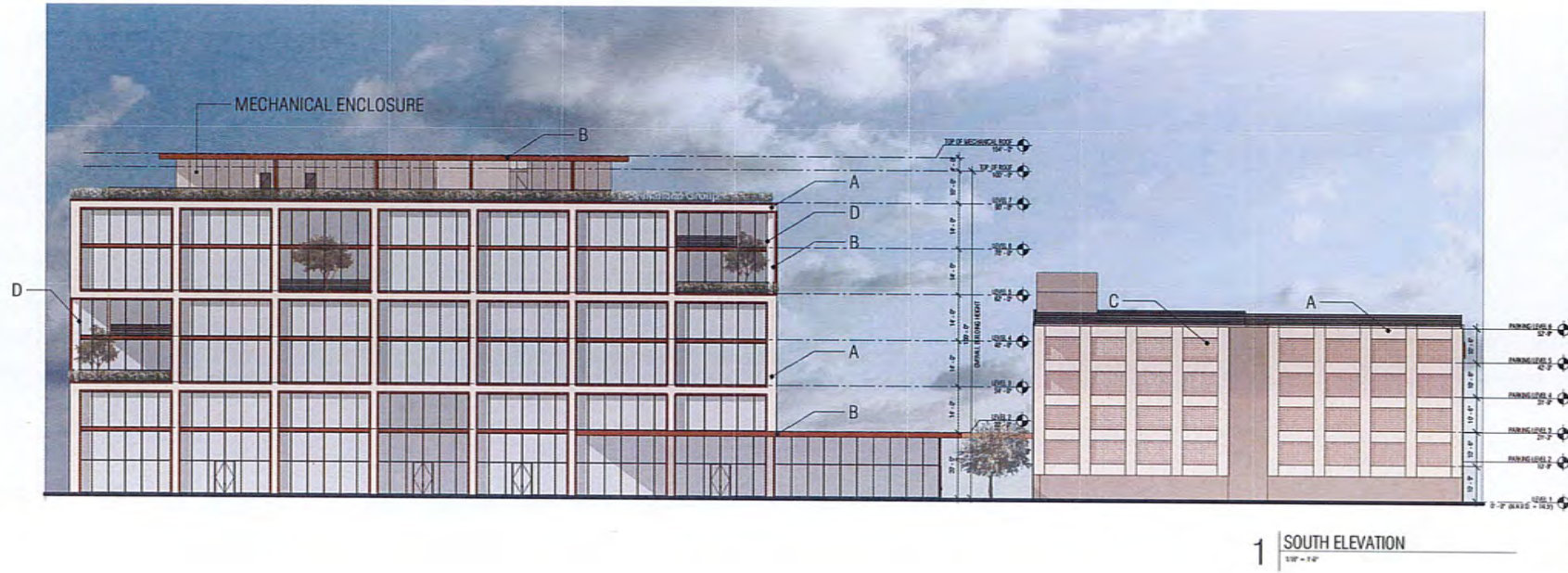
VEHICULAR USE
AREA PLAN

LANDSCAPE AREA WITHIN THE GROSS VEHICULAR USE AREA

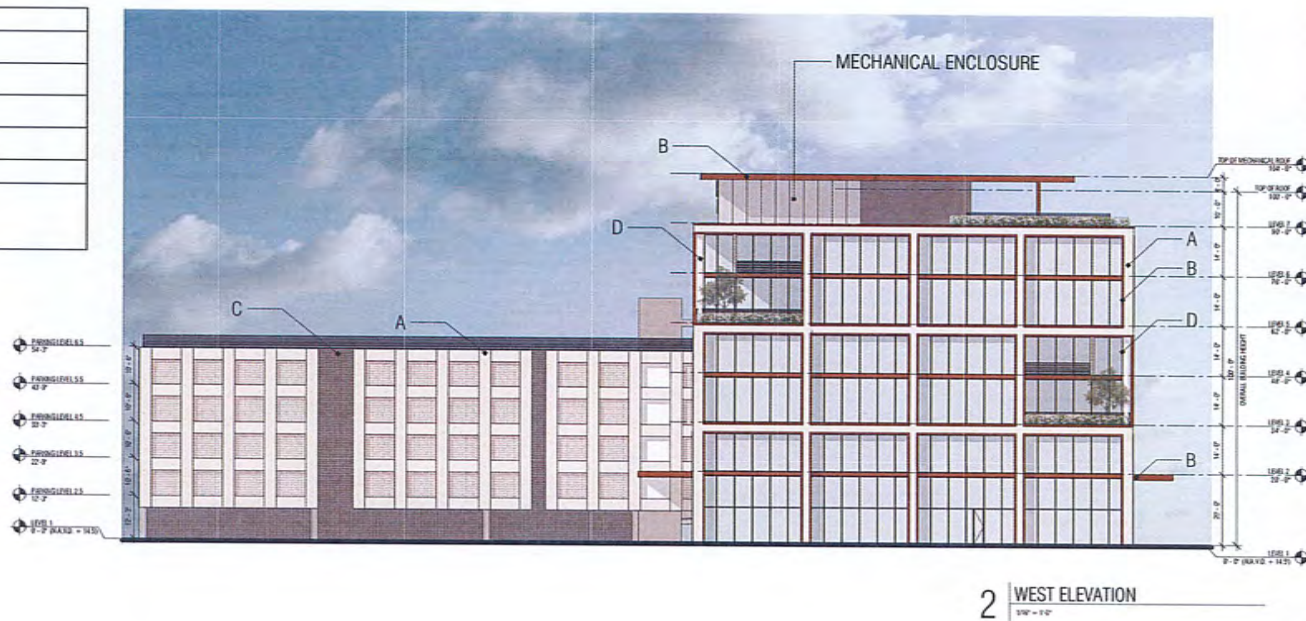
	LANDSCAPE WITHIN VEHICULAR USE AREA= 12,743 SF
	VEHICULAR USE AREA= 42,067 SF
	GROSS VEHICULAR USE AREA (GVUA)= 54,810 SF
	LANDSCAPE AREA REQUIRED = GVUA X 15% = 8,221 SF
	LANDSCAPE AREA PROVIDED = 23% = 12,743 SF

SHEET

L-4
OF
5



COLOR / MATERIAL LEGEND	
(A) STONE-LIKE FINISH	
(B) BRONZE METALLIC FINISH	
(C) METAL SCREENING	
(D) STAINLESS STEEL MIRROR FINISH	
EXTERIOR FINISHES NOTES	
GLAZING	
LOW-E COATED CLEAR GLAZING	



Mutual of America HQ

PROJECT ADDRESS:
1100 Brown Street Parkway Northwest, Suite 1000, Ft.

OWNER:
Mutual of America Life Insurance Company
200 Park Avenue, New York, NY

ARQUITECTONICA

2000 Oak Avenue Miami, Florida 33133
305.572.1170 FAX
www.arquitectonica.com

DATE: 06/01/2023
Society & Associates, Inc.
10000 Highway 19, Suite 100, West Palm Beach, FL
T. 561.836.5542

STRUCTURAL ENGINEER:
Rios & Noyes, Inc.
10000 Highway 19, Suite 100, West Palm Beach, FL
T. 561.836.5542

MEP ENGINEER:
Rios & Noyes, Inc.
10000 Highway 19, Suite 100, West Palm Beach, FL
T. 561.836.5542

LANDSCAPE ARCHITECT:
Rios & Noyes, Inc.
10000 Highway 19, Suite 100, West Palm Beach, FL
T. 561.836.5542

INTERIOR DESIGNER:
ARQUITECTONICA INTERIOR
2000 Oak Avenue Miami, Florida 33133
305.572.1170 FAX

LIFE SAFETY CONSULTANT:
ADD INFORMATION

SCALE/NOTES/DATE:
SHEET REVISIONS: # 00000000

PROJECT NUMBER:
1001-010002

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE MINIMUM SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 16.00, FLORIDA BUILDING CODE AND CHAPTER 630, FLORIDA STATUTES.

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ISSUE #	DESCRIPTION	DATE
1	RESPONSES TO RFI	06/01/2023
2	RESPONSES TO RFI	06/01/2023
3	RESPONSES TO RFI	06/01/2023

SITE PLAN APPROVAL

SHEET ISSUE DATE: 06/01/2023

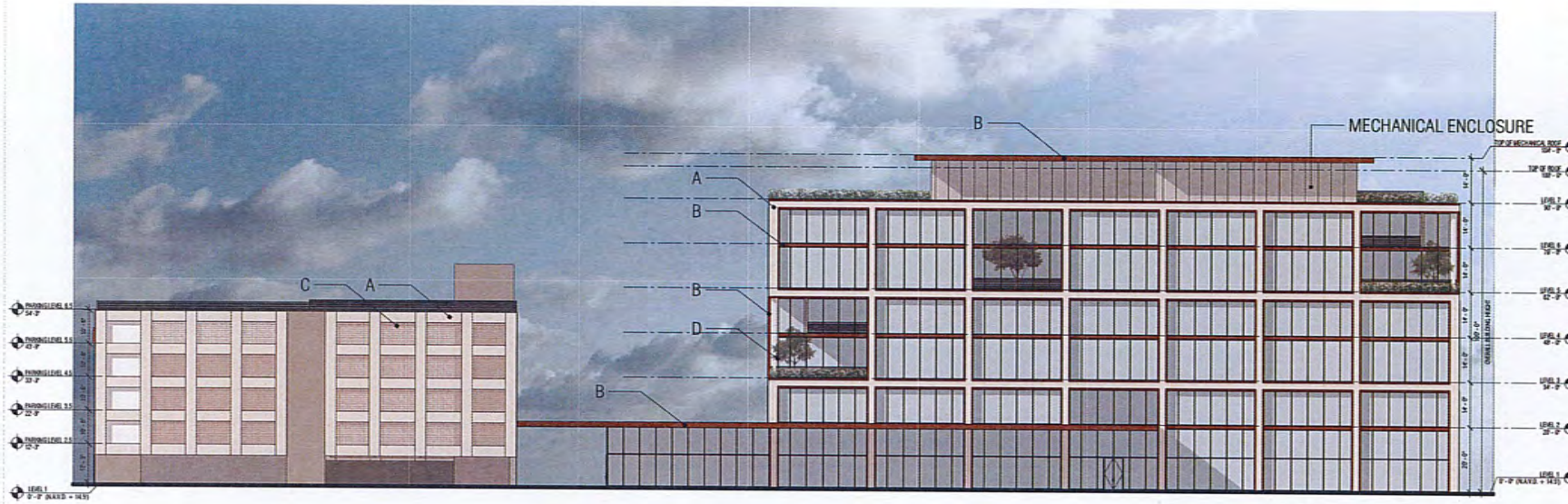
DRAWING NAME:

EXTERIOR ELEVATIONS

AE-2.00

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BINDING AREA DO NOT PLACE CONTENT HERE



1 NORTH ELEVATION
1/8" = 1'-0"

COLOR / MATERIAL LEGEND	
	(A) STONE-LIKE FINISH
	(B) BRONZE METALLIC FINISH
	(C) METAL SCREENING
	(D) STAINLESS STEEL MIRROR FINISH
EXTERIOR FINISHES NOTES	
GLAZING LOW-E COATED CLEAR GLAZING	



2 EAST ELEVATION
1/8" = 1'-0"



Mutual of America HQ

PROJECT ADDRESS:
11100 Brown Street Parkway Northwest, Boca Raton, FL

OWNER:
Mutual of America Life Insurance Company
100 Park Avenue, New York, NY

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305.572.1175 FAX
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T: 305.572.1000

PRINCIPAL DESIGNER:
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2000 Oak Avenue Miami, Florida 33130
T: 305.572.1000

MEP ENGINEER:
HKS Engineering, Corp.
2000 Oak Avenue Miami, Florida 33130
T: 305.572.1000

LANDSCAPE ARCHITECT:
AEC Landscapes Architecture
10000 South Dixie Highway, Suite 100
T: 305.572.1000

INTERIOR DESIGNER:
ARQUITECTONICA INTERIORS
2000 Oak Avenue Miami, Florida 33130
305.572.1000 FAX

LIFE SAFETY CONSULTANT:
HKS Engineering, Corp.

ARCHITECTURAL ENGINEER:
OFFICE REGISTRATION: # AA-000-000

PROJECT NUMBER:
0001-011002

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPROPRIATE SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 63, FLORIDA STATUTES.

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ISSUE # DESCRIPTION DATE

2 RESPONSES TO F&B 08/04/2023

3 RESPONSES TO F&B 08/04/2023

COMMENTS

SITE PLAN APPROVAL

SHEET ISSUE DATE: 08/04/2023

DRAWING NAME:

EXTERIOR ELEVATIONS

AE-2.01

08/04/2023

08/04/2023

08/04/2023

08/04/2023

08/04/2023

08/04/2023

08/04/2023

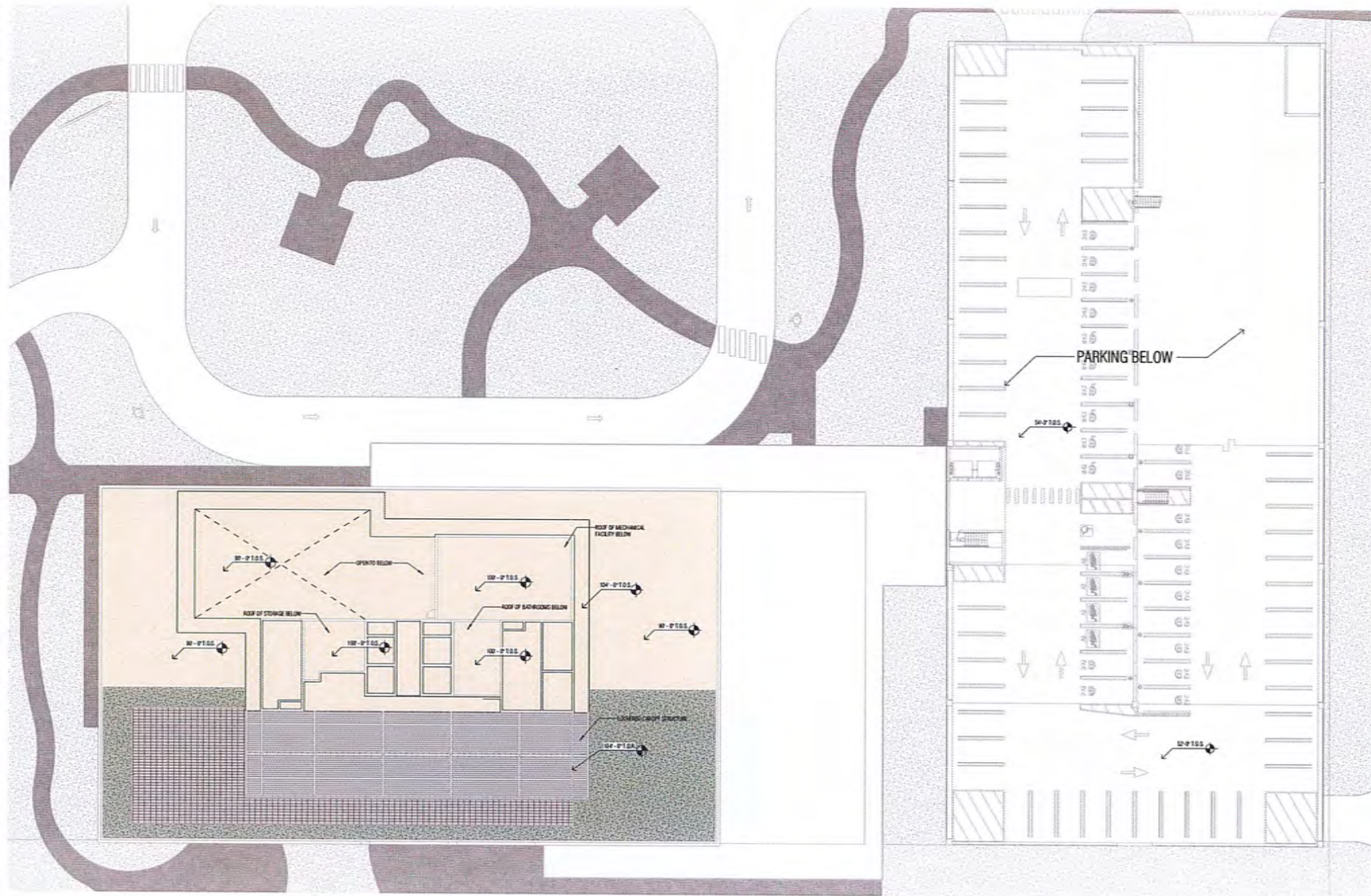
08/04/2023

08/04/2023

08/04/2023

08/04/2023

BINDING AREA DO NOT PLACE CONTENT HERE



1 TOP OF ROOF FLOOR PLAN
1/8" = 1'-0"



Mutual of America HQ

PROJECT ADDRESS:
1100 Brown Street Parkway Northwest, Suite 1000, FL

OWNER:
Mutual of America Life Insurance Company
200 Park Avenue, New York, NY

ARQUITECTONICA

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305.572.1000 FAX
www.arquitectonica.com

ONE DESIGN:
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STRUCTURAL DESIGNER:
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2000 10th Avenue, Suite 1000, West Palm Beach, FL
T. 561.425.7000

MEP ENGINEER:
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2000 10th Avenue, Suite 1000, West Palm Beach, FL
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LANDSCAPE ARCHITECT:
1000 10th Avenue, Suite 1000, West Palm Beach, FL
T. 561.586.0000

INTERIOR DESIGNER:
ARQUITECTONICA INTERIORS
2000 10th Avenue Miami, Florida 33130
305.572.1000 TEL

LIFE SAFETY CONSULTANT:
ADD INFORMATION

DESIGN/CONSTRUCTION:
OFFICE REGISTRATION: # A11000000

PROJECT NUMBER:
1001.011000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE
PLANS AND SPECIFICATIONS COMPLY WITH THE
MINIMUM BUILDING CODES AND THE APPLICABLE
SAFETY STANDARDS AS DETERMINED BY THE CITY OF
MIAMI IN ACCORDANCE WITH SECTION 16.0 FLORIDA
BUILDING CODE AND CHAPTER 630, FLORIDA STATUTES.

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INTERNATIONAL, CORP.

ISSUE #	DESCRIPTION	DATE
2	RESPONSE TO RFI	08/14/2023
3	RESPONSE TO RFI COMMENTS	08/14/2023

SPA
SHEET ISSUE DATE: 01/24/2023
DRAWING NAME:

TOP OF ROOF FLOOR PLAN

AF-1.08

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RESOLUTION

14-2025

1
2 A RESOLUTION OF THE CITY OF BOCA RATON
3 CONSIDERING, FOR THE APPROXIMATELY 11.68-
4 ACRE PROPERTY GENERALLY LOCATED AT 1150
5 NORTHWEST BROKEN SOUND BOULEVARD, AN
6 AMENDMENT TO AN APPROVED SITE PLAN (PLANNING
7 AND ZONING BOARD RESOLUTION NO. 2024-001) FOR
8 A COMMERCIAL INDUSTRIAL MULTIFAMILY
9 DEVELOPMENT TO AUTHORIZE THE CONSTRUCTION
10 OF A NEW SEVEN (7)-STORY, 287-UNIT,
11 APPROXIMATELY 355,055 SQUARE FOOT MULTI-
12 FAMILY RESIDENTIAL BUILDING, INCLUDING
13 10 PERCENT AFFORDABLE HOUSING AND 5 PERCENT
14 WORKFORCE HOUSING UNITS, AND 2,000 SQUARE
15 FEET OF RETAIL SPACE TO BE LOCATED ON THE
16 GROUND FLOOR, WITH RELATED ON-SITE AND OFF-
17 SITE IMPROVEMENTS, AND CONSIDERING THE
18 ABANDONMENT OF A PORTION OF A TEN (10)-FOOT

1 WIDE WATER EASEMENT ON THE SUBJECT
2 PROPERTY; PROVIDING FOR REPEALER; PROVIDING
3 AN EFFECTIVE DATE (SPA-23-03R1/CIMD)
4

5 **WHEREAS**, 1150 Broken Sound LLC ("Applicant"), owner of the approximately 11.68-
6 acre property generally located at 1150 Northwest Broken Sound Boulevard ("Property,"
7 described in Section 1), has filed an application for an amendment to an approved site plan
8 (Planning and Zoning Board Resolution No. 2024-001) for a Commercial Industrial Multifamily
9 Development ("CIMD") to authorize the construction of a new seven (7)-story, 287-unit,
10 approximately 355,055 square foot multi-family residential building, including 10% affordable
11 housing and 5% workforce housing units, and 2,000 square feet of retail space to be located on
12 the ground floor (collectively the "Multi-Family Residential Building"), with related on-site and off-
13 site improvements and considering the abandonment of a portion of a ten (10)-foot wide water
14 easement on the subject property ("Application"); and

15 **WHEREAS**, on December 2, 1982, the Planning and Zoning Board ("Board") adopted
16 Resolution No. 82-62 (SPA-10/62-41), approving a site plan authorizing the construction of a
17 56,360 square foot office building on the Property; and

18 **WHEREAS**, on March 4, 1988, Building Permit No. 51418 was issued for work that
19 included enclosing an integrated parking structure, which increased the floor area of the
20 aforementioned office building from 56,360 square feet to 64,708 square feet (an increase of
21 8,348 square feet); and

22 **WHEREAS**, on October 18, 2012, the Board adopted Resolution No. 12-19 (SPA-12-07),
23 amending Resolution No. 82-62 to authorize the construction of a 6,610 square foot chiller/storage
24 building and other site improvements on the Property; and

25 **WHEREAS**, on January 18, 2024, the Board adopted Resolution No. 2024-001 (SPA-23-
26 03), superseding Resolution No. 82-62 (as amended by Resolution No. 2012-19), and approving

1 a site plan to authorize the demolition of the existing three (3)-story, approximately 64,708 square
2 foot corporate office building and the approximately 6,610 square foot chiller/storage building (the
3 "Existing Buildings"), and allowing the construction of a seven (7)-story, 100-foot tall,
4 approximately 157,861 square foot office building, a six (6)-story, approximately 216,900 square
5 foot parking structure, and other site improvements including sidewalks and landscaping, together
6 with the abandonment of portions of a ten (10)-foot water easement on the Property (no permits
7 have been issued for this development, and construction has not begun); and

8 **WHEREAS**, the Development Services Department has reviewed the Application and has
9 submitted its recommendation; and

10 **WHEREAS**, the Planning and Zoning Board, after notice and public hearing, has reviewed
11 the Application and has submitted its recommendation; and

12 **WHEREAS**, public notice was provided as required in the Code of Ordinances; and

13 **WHEREAS**, the City Council has reviewed the Application, and has considered the criteria
14 for approval of a site plan set forth in Section 28-54, Code of Ordinances, as well as all applicable
15 criteria for approval of a CIMD, including but not limited to locational criteria, intensity,
16 development standards, and affordable housing requirements, as set forth in Section 28-1641
17 through Section 28-1645, Code of Ordinances (the "CIMD Criteria") and the criteria for
18 abandonment of a required special purpose easement set forth in Chapter 25, Article II, Section
19 25-39, Code of Ordinances; now therefore

20
21 **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOCA RATON:**
22

23 Section 1. The City Council finds that the criteria for approval of a site plan set forth in
24 Section 28-54, Code of Ordinances, and the CIMD Criteria have been satisfied, and finds that the
25 Application is consistent with all other applicable requirements of the City's land development
26 regulations and the Comprehensive Plan, and therefore the site plan amendment (amending

Resolution No. 2024-001) approving a CIMD to authorize the construction of a new seven (7)-story, 287-unit, approximately 355,055 square foot multi-family residential building, including 10 percent affordable housing and 5 percent workforce housing units, and 2,000 square feet of retail space to be located on the ground floor, with related on-site and off-site improvements including, but not limited to, installation of a shared use path, landscaping, and an accessory swimming pool, entitled "Mutual of America Office & Residential," prepared by Smiley & Associates, Inc., date stamped received by the Development Services Department on October 3, 2024, attached hereto as Exhibit "A" and incorporated herein (the "Amended Site Plan"), is hereby approved, for the Property described below, subject to the conditions of approval set forth in Section 3.

ALL OF PARCEL 'B', ARVIDA PARK OF COMMERCE PLAT NO. 3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 38, PAGES 85-86, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS LYING IN PALM BEACH COUNTY, FLORIDA CONTAINING 508,667 SQUARE FEET (11.6774 ACRES) MORE OR LESS.

Section 2. The City Council finds that the criteria for abandonment of a required special purpose easement set forth in Section 25-39, Code of Ordinances, have been satisfied, and declares that it is in the best interests of the City and the public to vacate and abandon portions of a deeded ten (10)-foot water easement, as more particularly described in Exhibit "B," attached hereto (the "Partial Water Easement Abandonment"), and the same is hereby vacated and abandoned, subject to the conditions of approval set forth in Section 3. Upon compliance with the conditions set forth in Section 3, d specifically Condition Nos. 4(j)i. and 4(m) regarding the relocation of the existing water main to the City's satisfaction, perfection of the Partial Water Easement Abandonment shall be documented by the City's recording of a notification of such abandonment.

Section 3. Conditions of Approval:

The conditions of approval set forth in Planning and Zoning Board Resolution No. 2024-001, are hereby amended as follows:

1 For purposes herein, the term "Applicant" shall include the property owner, applicant,
2 petitioner, lessee, tenant, heirs, successors in title, or any other party having a lawful interest in
3 the Property for which this resolution is granted:

4 1. Plans and drawings submitted with any building permit application for
5 improvements authorized by this Application shall be consistent with the plans and drawings
6 submitted by the Applicant for this approval, specifically the Amended Site Plan entitled "Mutual
7 of America Office & Residential Building," prepared by Smiley & Associates, Inc., date stamped
8 received by the Development Services Department on October 3, 2024 ~~November 21, 2023~~,
9 attached hereto and made part hereof as Exhibit "A."

10 2. The plans and drawings may be subsequently modified in accordance with the Code of
11 Ordinances, which may include modifications by the Community Appearance Board (CAB) acting
12 within the scope of its powers and duties, as set forth in Section 2-128, Code of Ordinances. The
13 ~~plans and drawings may be modified as required by the Code of Ordinances or by the Community~~
14 ~~Appearance Board (CAB) acting within the scope of its powers and duties, as set forth in Section~~
15 ~~2-128, Code of Ordinances.~~

16 * * *
17 4. Prior to the issuance of the main use building permit, the Applicant shall:

18 * * *
19 b) Provide a letter of credit or cash bond, in the forms attached to the agenda
20 materials in connection with this Amended Site Plan, in an amount equal to 110 percent of the
21 cost of construction of:

22 * * *
23 d) Demonstrate that all on-site elements, including loading stall size, wheel stops,
24 bike racks, dumpster enclosures, etc., as shown on the approved Amended Site Plan, are
25 consistent with the City's Engineering Design Standards Manual;

26 * * *

1 f) Submit engineering plans of the parking structures for review and approval by
2 PWR. A design professional shall certify that the engineering plans for the parking structure are
3 consistent with the City's Engineering Design Standards Manual and ADA. The engineering
4 parking structure plans shall conform to the following standards:

5 * * *

6 In the event that the parking structure needs to be redesigned to meet the above
7 requirements, which results in fewer parking spaces being provided within the parking structure,
8 the Applicant shall obtain an updated development order approval.

9 g) Obtain approval of design plans, easement(s) and/or right-of-way, and necessary
10 permits from the Arvida Park of Commerce-West Association, Inc. and/or the City, as applicable,
11 for the following improvements, as depicted on the Amended Site Plan:

12 i. A minimum eight (8) foot wide ~~sidewalk~~ shared-use path, free of any
13 encroachment, with street trees, on NW Broken Sound Parkway and NW Broken Sound
14 Boulevard, along the Property frontage;

15 * * *

16 iv. A new bus shelter, in accordance with Section 23-192, Code of Ordinances,
17 ~~subject to review and approval by the CAB,~~ on NW Broken Sound Parkway, as depicted on Sheet
18 1 of the Amended Site Plan, which bus shelter shall be the perpetual maintenance obligation of
19 the Applicant. No advertising shall be displayed upon or otherwise attached to such bus shelter;
20 and

21 * * *

22 h) Remit to the City an annual contribution of \$19,712 after the issuance of the
23 Certificate of Occupancy for the office building, and an additional \$15,321 after the issuance of
24 the Certificate of Occupancy for the residential building; to be applied to the City's transit programs
25 in accordance with Section 28-980(e)(3)(4i), Code of Ordinances; provided however, for the first
26 payment, such amount (\$19,712 for the office building and \$15,321 and for the residential

1 building) shall be prorated based on the number of months between the date of issuance for a
2 main use building permit and the next January 15th (the date on which the next annual contribution
3 will be due).

4 i) File a Transportation Demand Management (TDM) Plan ("TDM Plan") acceptable
5 to the City. The TDM Plan development and implementation process shall include the following:

6 * * *

7 ii. Provision of facilities for the posting of TDM Plan information in locations that are
8 readily visible to employees and residents. This is an area that is used to supply employees and
9 residents with information about bus and train schedules, South Florida Commuter Services,
10 name and phone number of the Property's TDM Plan Coordinator and information on local
11 amenities; and

12 iii. Meaningful incentives for the employees and residents at the Property who make
13 trips by modes of transportation other than single occupancy automobiles by providing transit,
14 shuttle, carpool, walking and biking subsidies. This includes a commitment to provide transit
15 passes to employees and residents at a rate discounted by a minimum of 30 percent to encourage
16 public transit use.

17 j) Execute and deliver to the City for recordation, along with applicable fees, at the
18 locations depicted on the approved Amended Site Plan, and in the forms attached to the agenda
19 materials in connection with the Amended Site Plan:

20 i. A 12-foot 40-foot wide utility easement on the Property, generally located north of
21 the proposed office building and parking structure and generally located to the east of the
22 Multifamily Residential Building;

23 ii. A 10-foot by 30-foot bus shelter easement on the Property abutting NW Broken
24 Sound Boulevard. The shelter and the surrounding easement area shall be the perpetual
25 maintenance obligation of the Applicant; and
26

iii. A declaration of covenants and restrictions, for the office building, which shall include the following:

* * *

(2) Employee Amenity Areas: All employee amenity uses including the recreational facility, cafeteria, training facility, rooftop terrace, common spaces, etc., shall be restricted for use by executives and employees, and their guests only, and shall not be open to members of the general public;

iv. A declaration of covenants and restrictions, for the Multifamily Residential Building, which shall include the following:

(1) Solid Waste Collection:

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 services for all uses on the Property;

b. The City will not be responsible for pickup of solid waste generated by any use on
the Property:

c. 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; 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 are franchised by the City and provides a written acknowledgement that there will not be any recourse to the City.

(2) All resident amenity areas of the Multi-Family Residential Building, with the exception of the leasing office, shall not be open to the general public and are for the private use of residents and their guests only.

1 (3) A notice shall be posted on an 11" by 17" sign in a clear and visible location in all
2 leasing offices in the Multi-Family Residential Building and on all rental or lease agreements and
3 contracts for sales for the Multi-Family Residential Building which states:

4 "NOTICE TO TENANTS"

5 "School age children may not be assigned to the public school closest to their residences.
6 Students in Palm Beach County are assigned annually to schools under the authority of
7 The School District of Palm Beach County and by direction of the Superintendent, public
8 school attendance zones are subject to change";

9 v. A declaration of covenants and restrictions ensuring compliance with, and enforcement
10 of, the applicable affordable and workforce housing requirements, pursuant to Section 28-
11 1644(14), Code of Ordinances; and; and

12 vi. A shared use path easement to run along the northern Property line and the
13 eastern Property line along the shared use path for sidewalk purposes, as depicted on the
14 Amended Site Plan.

15 vii. A Declaration of Unity of Control in lieu of a Unity of Title ("Unity of Control") for the
16 Property. In the event that prior to the recordation, a portion of the Property is conveyed, the new
17 owner of the portion of the conveyed Property shall join into the Unity of Control.

18 * * *

19 n) Remit payment of the voluntarily proffered contribution of \$2,500 ~~\$102,048.90~~ to
20 the City's Beautification program. *[Note: A voluntary contribution of \$102,048.90 was made to the*
21 *City's Beautification Program on behalf of this Property on February 8, 2024, as part of the*
22 *requirements for the issuance of a building permit for the office building.]*

23 * * *

24 p) Remit to the City the voluntarily proffered contribution of \$82,302.00 suggested by
25 The School District of Palm Beach County ("District") in the District's School Capacity Availability
26 Available Determination ("SCAD") letter dated April 17, 2024. The City shall hold such voluntarily

1 contributed funds, together with any other SCAD contributions received by the City, and the City
2 shall determine, in its sole discretion, how and when to expend such funds in a manner that
3 serves, benefits, improves and invests in public schools located within the City.

4 g) Submit evidence to the City from Florida Power & Light ("FPL") of approval for the
5 vacation and abandonment of the two (2) ten (10)-foot wide FPL easements that are in conflict
6 with the proposed Multifamily Residential Building as depicted on Sheet EASE of Exhibit "A."

7 r) Submit evidence to the City from Arvida Park of Commerce West Association, Inc.,
8 of approval for the vacation and abandonment of the existing drainage easement as depicted on
9 Sheet EASE of Exhibit "A."

10 * * *

11 5. Prior to the issuance of a Certificate of Occupancy for the improvements
12 authorized by this Amended Site Plan, the Applicant shall:

13 * * *

14 d) Have all improvements in Condition 4(g) completed and accepted by the City or
15 appropriate jurisdictions consistent with the approved Amended Site Plan;

16 e) Complete all construction, including all off-site improvements, as specified in
17 Condition 4(g) and have it accepted by the appropriate jurisdiction(s) and obtain approval for all
18 improvements shown on the PWR plans.

19 6. Upon issuance of a main use building permit for the improvements authorized in
20 this Amended Site Plan, as depicted on Sheet EX-B and Sheet L-1 of 5 of Exhibit "A" of Resolution
21 No. 2024-001, and continuing until 60 days after the issuance of a Certificate of Occupancy for
22 said improvements, the Applicant shall actively manage the workforce presence at the Existing
23 Buildings and shall ensure that no more than 75 vehicles are present at the Existing Buildings on
24 any one (1) day ("Vehicle Cap"), coupled with a system to monitor and report compliance.
25 Additionally, the Applicant shall develop contingency plans for workforce accommodation,
26

1 including remote working arrangements or relocation to temporary offices, if necessary, to
2 maintain operational continuity while adhering to the Vehicle Cap.

3 7. No later than 60 days after the issuance of a Certificate of Occupancy for the
4 improvements authorized in Resolution No. 2024-001~~this Site Plan~~, the Applicant shall
5 discontinue use of the Existing Buildings and provide the Development Services Department with
6 written confirmation of same.

7 8. No later than 180 days after the issuance of a Certificate of Occupancy for the
8 improvements authorized in Resolution No. 2024-001~~this Site Plan~~, the Applicant shall demolish
9 the Existing Building, grade the area smooth, and install irrigation and sod as depicted on Sheet
10 L-1 of 5 of Exhibit "A" of Resolution No. 2024-001~~the Site Plan~~. Such work shall be pursuant to
11 any and all required permits by the City.

12 *

*

*

13 10. If, during the preparation for a building permit and/or throughout the
14 development process leading to a certificate of occupancy (CO), City staff determines that
15 authorized easements to be granted to the City require amendments or new easements need to
16 be granted to effectively carry out the development or for other necessary purposes, and these
17 amendments or new easements do not significantly deviate from the original development plan
18 or materially impact it, City staff shall have the authority to administratively accept these
19 modifications as part of the development approval process.

20 11. The Office Building and Multifamily Residential Building may be constructed
21 in two (2) phases, as depicted on Sheet EX-A of Exhibit "A", or the Office Building and Multifamily
22 Residential Building may be constructed together, but in no event shall the Multifamily Residential
23 Building be constructed prior to the Office Building. In the event that the Multifamily Residential
24 Building is to be constructed prior to the Office Building, a site plan amendment shall be required.

25 Section 4. The Applicant represents to the City of Boca Raton that it is the express intent
26 of the Applicant to be governed by the conditions contained herein, which conditions shall govern

1 the Applicant to these conditions is deemed by the City to be an integral part of its determination
2 that adoption of this resolution is an appropriate exercise of its power to approve the Amended
3 Site Plan with respect to the Property. If any condition set forth herein is declared invalid or
4 unenforceable for any reason, the City expresses its intent that it would not have enacted this
5 resolution without each of said conditions. In addition to any and all available remedies, failure to
6 abide by each of these conditions may result in the revocation of this development approval and
7 the rendering of the use of the Property as contemplated in this Amended Site Plan approval
8 unlawful pursuant to the City's Code of Ordinances.

9 Section 5. Unless specifically modified herein, all conditions set forth in Planning and
10 Zoning Board Resolution No. 2024-001, shall remain in full force and effect. In the event of conflict
11 between Resolution No. 2024-001 and this Resolution No. 14-2025, this Resolution No. 14-2025
12 shall control. All other resolutions or parts of resolutions in conflict herewith shall be and hereby
13 are repealed.

14 Section 6. Expiration of Approval The Amended Site Plan approval shall expire 24 months
15 from the date of approval and be null and void and of no further effect unless a main use building
16 permit has been issued. Thereafter, the Amended Site Plan approval shall remain in effect only
17 with respect to improvements for which a permit has been timely issued and construction has
18 proceeded thereunder through issuance of a certificate of occupancy (and shall be null and void
19 and of no further effect with respect to improvements for which no permit has been issued, the
20 permit has expired, or has been abandoned).

21 Section 7. This resolution shall take effect immediately upon adoption.
22
23
24
25

1
2 PASSED AND ADOPTED by the City Council of the City of Boca Raton this 11th day of
3 February, 2025.

4 CITY OF BOCA RATON, FLORIDA

5
6 ATTEST:

7
8
9
10 Mary Siddons
11 Mary Siddons, City Clerk

Scott Singer
Scott Singer, Mayor

cas

12
13
14
15 02/18/2025
16 Rendition Date
17

COUNCIL MEMBERS	YES	NO	ABSTAINED
MAYOR SCOTT SINGER	☒	☐	☐
DEPUTY MAYOR YVETTE DRUCKER	☒	☐	☐
COUNCIL MEMBER FRAN NACHLAS	☒	☐	☐
COUNCIL MEMBER ANDY THOMSON	☒	☐	☐
COUNCIL MEMBER MARC WIGDER	☒	☐	☐

EXHIBIT A

PROJECT DATA

PROJECT ADDRESS: 1150 BROKEN SOUND PARKWAY NORTHWEST, BOCA RATON, FL
 MUNICIPALITY: CITY OF BOCA RATON
 SCOPE OF WORK: REDEVELOPMENT OF THE PROPERTY WITH A NEW RESIDENTIAL BUILDING WITH INTEGRATED PARKING GARAGE

BUILDING CODE SUMMARY

DESIGN CRITERIA (APPLICABLE CODES):
 FLORIDA BUILDING CODE, 6TH EDITION (2023)
 FLORIDA FIRE PREVENTION CODE, 8TH EDITION
 THE CITY OF BOCA RATON ENGINEERING DESIGN STANDARDS
 THE CITY OF BOCA RATON CODE OF ORDINANCES
 TYPE OF CONSTRUCTION (PER FBC CHP. 6):
 TYPE: B1
 OCCUPANCY TYPE (FBC CHP. 3):
 PRIMARY: R-2 RESIDENTIAL

TRAVEL DISTANCE: (FBC 1016.2) 200 FEET ALLOWED MAX. EXIT TRAVEL DISTANCE.
 TOTAL TRAVEL FROM REMOTE POINT INSIDE UNIT TO EXIT: 250 FEET (FBC)
 MAX. DEAD END DISTANCE: 50 FEET
 MAX. COMMON PATH OF TRAVEL: (FBC 1014.3) 125 FEET
 MAX. COMMON PATH OUTSIDE UNIT: 50 FEET

SEPARATIONS OF OCCUPANCIES: (FBC TABLE 508.4)
 CORRIDOR (SPRINKLED): 1 HR
 VERTICAL SHAFT ENCLOSURES: 2HR
 STAIRS (EXIT ENCLOSURES): 2HR
 ELEVATOR LOBBIES: 1HR
 FIRE PUMP ROOM: 2HR

SITE DATA

STAGING: LIGHT INDUSTRIAL RESEARCH PARK (LRP)
 LAND USE: COMMERCIAL INDUSTRIAL MULTIFAMILY DEVELOPMENT (CUID)
 SITE AREA: APPROX. 11.66 ACRES - APPROX. 508,667 SF
 FLOOR AREA RATIO (FAR): 508,230 SF / 508,667 SF
 ALLOWABLE: 1.0
 PROVIDED: 0.999

OPEN SPACE AREAS:

BUILDING COVERAGE AREA: 3.290 ACRES
 PAVEMENT AREA: 1.327 ACRES
 POOL PATIO AREA: 1.036 ACRES
 LAKE AREA: 1.414 ACRES
 OPEN SPACE AREA: 4.610 ACRES

BUILDING HEIGHT

MAX HEIGHT	REQUIRED	PROPOSED
85 MAX		67'-8" / 7 FLOORS

REQUIRED SETBACKS

	FRONT (NORTH BROKEN SOUND PARKWAY N.W.)	REAR (SOUTH (GOLF COURSE PROPERTY))	SIDE STREET (EAST BROKEN SOUND BOULEVARD N.W.)	INTERIOR WEST (GOLF COURSE PROPERTY)	INTERIOR SIDE (WEST (GOLF COURSE PROPERTY))
	REQ. PROVIDED	REQ. PROVIDED	REQ. PROVIDED	REQ. PROVIDED	REQ. PROVIDED
1ST - ROOF TOP	25' 44'-4"	25' 30'-1"	15' 622'-1"	25' 34'-8"	15' 29'-0"
POOL ENCROACHMENT		7'-3" - 10'-2"			

SETBACK DIMENSIONS ARE TAKEN FROM THE PROPERTY LINE TO THE CLOSEST BUILDING POINT.

TOTAL ALLOWABLE FAR AREA	
SITE AREA APPROX. 508,667 SF x 1.0 LRP FAR RATIO =	508,667 SF
OFFICE BUILDING FAR AREA	
TOTAL OFFICE FAR	153,238 SF
RESIDENTIAL FAR AREA	
LEVEL	AREA
Ground Level (+0-0)	45,304.43 SF
Level 1 (+1-0)	43,034.51 SF
Level 2 (+2-0)	53,917.72 SF
Level 3 (+3-0)	53,917.72 SF
Level 4 (+4-0)	53,917.72 SF
Level 5 (+5-0)	53,917.72 SF
Level 6 (+6-0)	53,917.72 SF
Level 7 (+7-0)	53,917.72 SF
Roof Top (+8-0)	
TOTAL RESIDENTIAL FAR SF (Level Subtotals and 7,000 SF of RETAIL)	350,054.84 SF
TOTAL PROVIDED FAR AREA	
	508,230.64 SF
BUILDING GROSS AREA	
LEVEL	AREA
Ground Level (+0-0)	79,500.13 SF
Level 1 (+1-0)	79,844.20 SF
Level 2 (+2-0)	83,376.11 SF
Level 3 (+3-0)	83,376.11 SF
Level 4 (+4-0)	83,376.11 SF
Level 5 (+5-0)	83,376.11 SF
Level 6 (+6-0)	83,376.11 SF
Level 7 (+7-0)	83,376.11 SF
Roof Top (+8-0)	
TOTAL GROSS BUILDING SF	561,624.78 SF

PARKING SUMMARY	
TOTAL RESIDENTIAL GROSS SF	350,055 SF
RESIDENTIAL EFFICIENCY UNIT	1.5
RESIDENTIAL UNIT 180	121
RESIDENTIAL UNIT 200	131
RESIDENTIAL UNIT 250	33
TOTAL	285
STANDARD	19 Spaces
ADA	2 Spaces
EV	1 Spaces
LEVEL 1	58 Spaces
LEVEL 2	58 Spaces
LEVEL 3	58 Spaces
LEVEL 4	58 Spaces
LEVEL 5	58 Spaces
LEVEL 6	58 Spaces
LEVEL 7	58 Spaces
ROOF TOP	8 Spaces
TOTAL	490 Spaces
TOTAL SPACES PROVIDED	490 Spaces
TOTAL ADA PROVIDED	10 Spaces
EV INFRASTRUCTURE SPACES	121 Spaces
EV SPACES	19 Spaces
EV CARPENTRY	25 Spaces
EV ANGLED	96 Spaces
ADA PARKING SPACES (7% OF TOTAL PROVIDED)	35 Spaces
PARKING REDUCTION 10%	488 Spaces
REQUIRED	285 Spaces
PROVIDED	490 Spaces

TOTAL UNIT MIX PER LEVEL	
LEVEL	UNIT MIX
LEVEL 1	121
LEVEL 2	131
LEVEL 3	131
LEVEL 4	131
LEVEL 5	131
LEVEL 6	131
LEVEL 7	131
TOTAL	1,000

UNIT MIX PER LEVEL	
LEVEL	UNIT MIX
LEVEL 1	121
LEVEL 2	131
LEVEL 3	131
LEVEL 4	131
LEVEL 5	131
LEVEL 6	131
LEVEL 7	131
TOTAL	1,000

Mutual of America Residential

PROJECT ADDRESS:
1150 Broken Sound Parkway Northwest, Boca Raton, FL

OWNER:
Mutual of America Life Insurance Company
300 Park Avenue, New York, NY

ARQUITECTONICA

2800 Gail Avenue, Suite 100, Boca Raton, FL 33433
 561.372.1010 (FL)
 561.372.1010 (TX)
 www.arquitctonica.com

CREATED BY: [Name]
 DATE: [Date]

KEY PLAN

PHASE 1
 TOTAL DEVELOPMENT
 OFFICE RELOCATION # 1A (200000)

PROJECT NUMBER
 100-00-000

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE REGULATORY STANDARDS AS DETERMINED BY THE CITY OF BOCA RATON. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND FOR THE USE OF THESE PLANS AND SPECIFICATIONS. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND FOR THE USE OF THESE PLANS AND SPECIFICATIONS. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND FOR THE USE OF THESE PLANS AND SPECIFICATIONS.

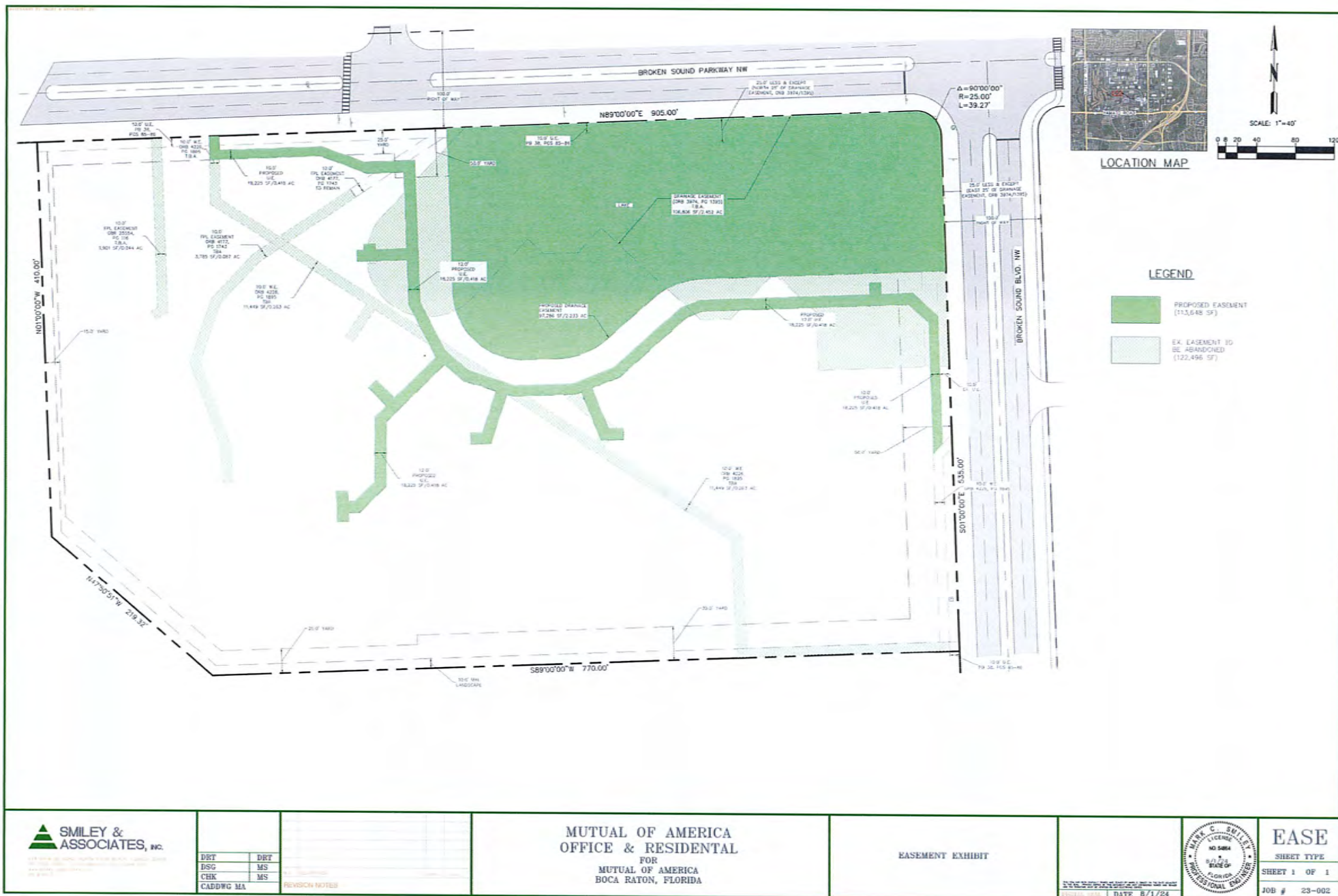
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REVISION # DESCRIPTION DATE

PAR

PROJECT ISSUE DATE: 11/11/2024 10:24:43 AM
 DRAWING NAME: PROJECT DATA & CODE ANALYSIS

SP-0.02



TREE LEGEND

- EXISTING TREE TO REMAIN IN PLACE

SCALE: 1"=40'-0"

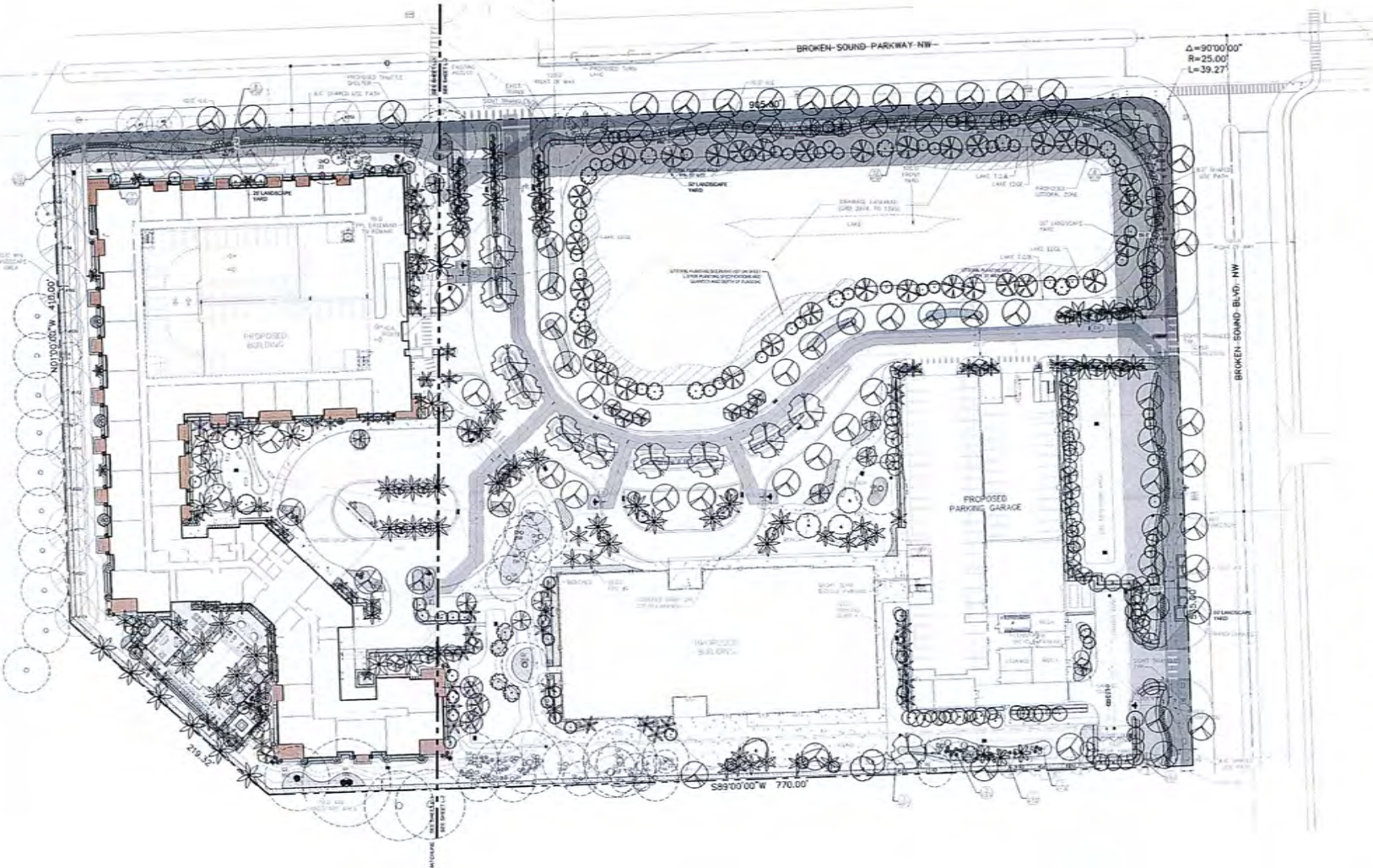
SHEET INDEX

1. OVERALL SITE LAYOUT (THIS SHEET)
2. SITE PLAN - CONSTRUCTION AND LANDSCAPE
3. SITE PLAN - CONSTRUCTION AND LANDSCAPE
4. SITE PLAN - CONSTRUCTION AND LANDSCAPE
5. SITE PLAN - CONSTRUCTION AND LANDSCAPE
6. SITE PLAN - CONSTRUCTION AND LANDSCAPE
7. SITE PLAN - CONSTRUCTION AND LANDSCAPE
8. SITE PLAN - CONSTRUCTION AND LANDSCAPE
9. SITE PLAN - CONSTRUCTION AND LANDSCAPE
10. SITE PLAN - CONSTRUCTION AND LANDSCAPE

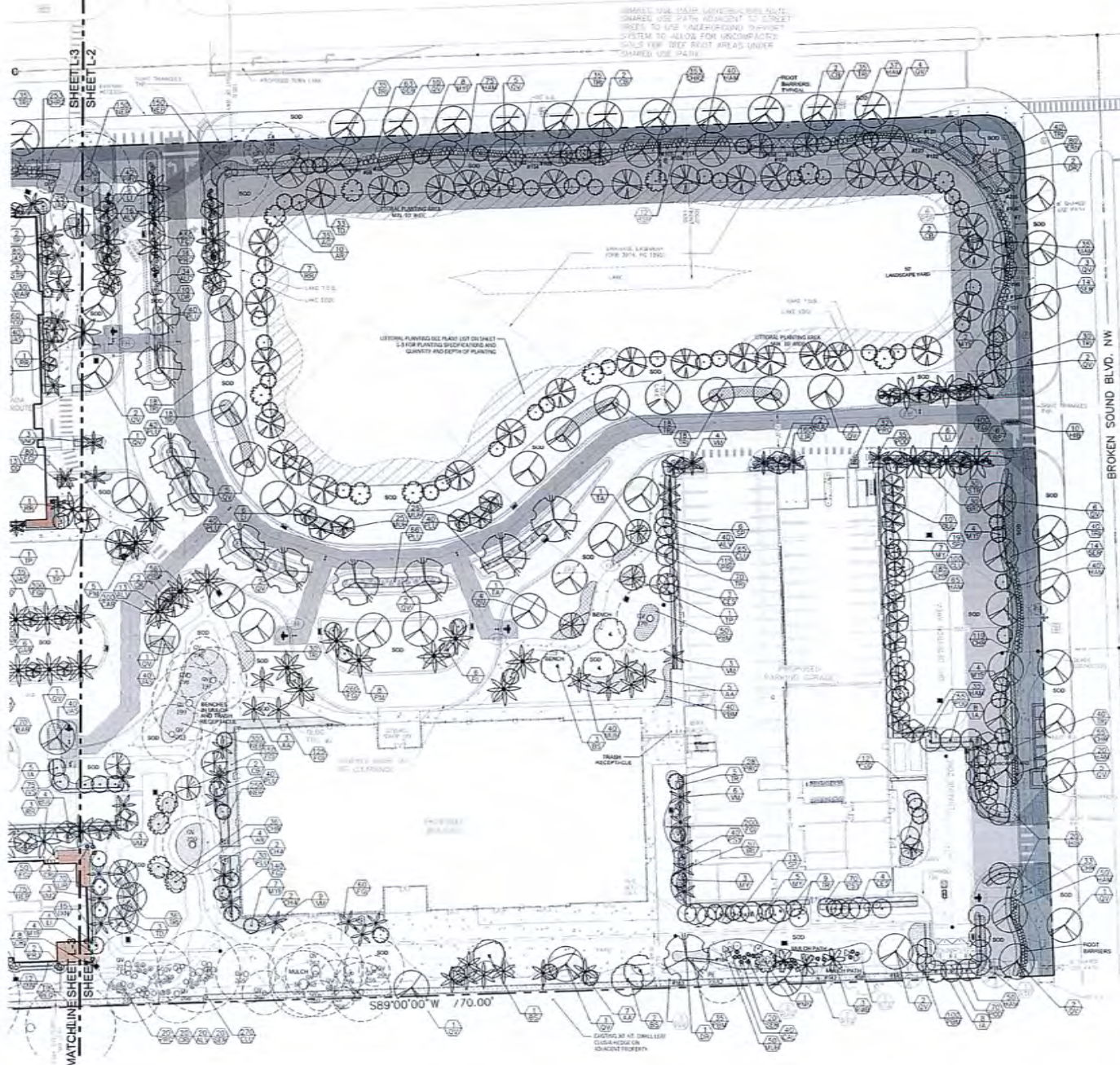
**MUTUAL OF AMERICA
BOCA RATON, FL**

**OVERALL
LANDSCAPE PLAN**

DATE	BY
04-19-24	DATE
06-05-24	REV
07-29-24	REV
08-08-24	REV
09-30-24	REV



IMAGINE THE TRAIL, GARDENS, AND WALKWAYS
SHARED USE PATH ADJACENT TO STREET
SYSTEM TO ALLOW FOR UNOCCUPIED
SPACE FOR TREE ROOT AREAS UNDER
SHARED USE PATHS



PLANT LIST	
ALL	PLANT AND SPECIFICATION
23'	14 Acer rubrum (Red Maple)
12'	14 12' H. 6" W. 2" DBH
22'	14 22' H. 6" W. 2" DBH
24'	14 24' H. 6" W. 2" DBH
14'	14 14' H. 6" W. 2" DBH
12'	14 12' H. 6" W. 2" DBH
10'	14 10' H. 6" W. 2" DBH
8'	14 8' H. 6" W. 2" DBH
6'	14 6' H. 6" W. 2" DBH
4'	14 4' H. 6" W. 2" DBH
2'	14 2' H. 6" W. 2" DBH
1'	14 1' H. 6" W. 2" DBH
100'	14 100' H. 6" W. 2" DBH
200'	14 200' H. 6" W. 2" DBH
300'	14 300' H. 6" W. 2" DBH
400'	14 400' H. 6" W. 2" DBH
500'	14 500' H. 6" W. 2" DBH
600'	14 600' H. 6" W. 2" DBH
700'	14 700' H. 6" W. 2" DBH
800'	14 800' H. 6" W. 2" DBH
900'	14 900' H. 6" W. 2" DBH
1000'	14 1000' H. 6" W. 2" DBH
1100'	14 1100' H. 6" W. 2" DBH
1200'	14 1200' H. 6" W. 2" DBH
1300'	14 1300' H. 6" W. 2" DBH
1400'	14 1400' H. 6" W. 2" DBH
1500'	14 1500' H. 6" W. 2" DBH
1600'	14 1600' H. 6" W. 2" DBH
1700'	14 1700' H. 6" W. 2" DBH
1800'	14 1800' H. 6" W. 2" DBH
1900'	14 1900' H. 6" W. 2" DBH
2000'	14 2000' H. 6" W. 2" DBH
2100'	14 2100' H. 6" W. 2" DBH
2200'	14 2200' H. 6" W. 2" DBH
2300'	14 2300' H. 6" W. 2" DBH
2400'	14 2400' H. 6" W. 2" DBH
2500'	14 2500' H. 6" W. 2" DBH
2600'	14 2600' H. 6" W. 2" DBH
2700'	14 2700' H. 6" W. 2" DBH
2800'	14 2800' H. 6" W. 2" DBH
2900'	14 2900' H. 6" W. 2" DBH
3000'	14 3000' H. 6" W. 2" DBH
3100'	14 3100' H. 6" W. 2" DBH
3200'	14 3200' H. 6" W. 2" DBH
3300'	14 3300' H. 6" W. 2" DBH
3400'	14 3400' H. 6" W. 2" DBH
3500'	14 3500' H. 6" W. 2" DBH
3600'	14 3600' H. 6" W. 2" DBH
3700'	14 3700' H. 6" W. 2" DBH
3800'	14 3800' H. 6" W. 2" DBH
3900'	14 3900' H. 6" W. 2" DBH
4000'	14 4000' H. 6" W. 2" DBH
4100'	14 4100' H. 6" W. 2" DBH
4200'	14 4200' H. 6" W. 2" DBH
4300'	14 4300' H. 6" W. 2" DBH
4400'	14 4400' H. 6" W. 2" DBH
4500'	14 4500' H. 6" W. 2" DBH
4600'	14 4600' H. 6" W. 2" DBH
4700'	14 4700' H. 6" W. 2" DBH
4800'	14 4800' H. 6" W. 2" DBH
4900'	14 4900' H. 6" W. 2" DBH
5000'	14 5000' H. 6" W. 2" DBH
5100'	14 5100' H. 6" W. 2" DBH
5200'	14 5200' H. 6" W. 2" DBH
5300'	14 5300' H. 6" W. 2" DBH
5400'	14 5400' H. 6" W. 2" DBH
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5600'	14 5600' H. 6" W. 2" DBH
5700'	14 5700' H. 6" W. 2" DBH
5800'	14 5800' H. 6" W. 2" DBH
5900'	14 5900' H. 6" W. 2" DBH
6000'	14 6000' H. 6" W. 2" DBH
6100'	14 6100' H. 6" W. 2" DBH
6200'	14 6200' H. 6" W. 2" DBH
6300'	14 6300' H. 6" W. 2" DBH
6400'	14 6400' H. 6" W. 2" DBH
6500'	14 6500' H. 6" W. 2" DBH
6600'	14 6600' H. 6" W. 2" DBH
6700'	14 6700' H. 6" W. 2" DBH
6800'	14 6800' H. 6" W. 2" DBH
6900'	14 6900' H. 6" W. 2" DBH
7000'	14 7000' H. 6" W. 2" DBH
7100'	14 7100' H. 6" W. 2" DBH
7200'	14 7200' H. 6" W. 2" DBH
7300'	14 7300' H. 6" W. 2" DBH
7400'	14 7400' H. 6" W. 2" DBH
7500'	14 7500' H. 6" W. 2" DBH
7600'	14 7600' H. 6" W. 2" DBH
7700'	14 7700' H. 6" W. 2" DBH
7800'	14 7800' H. 6" W. 2" DBH
7900'	14 7900' H. 6" W. 2" DBH
8000'	14 8000' H. 6" W. 2" DBH
8100'	14 8100' H. 6" W. 2" DBH
8200'	14 8200' H. 6" W. 2" DBH
8300'	14 8300' H. 6" W. 2" DBH
8400'	14 8400' H. 6" W. 2" DBH
8500'	14 8500' H. 6" W. 2" DBH
8600'	14 8600' H. 6" W. 2" DBH
8700'	14 8700' H. 6" W. 2" DBH
8800'	14 8800' H. 6" W. 2" DBH
8900'	14 8900' H. 6" W. 2" DBH
9000'	14 9000' H. 6" W. 2" DBH
9100'	14 9100' H. 6" W. 2" DBH
9200'	14 9200' H. 6" W. 2" DBH
9300'	14 9300' H. 6" W. 2" DBH
9400'	14 9400' H. 6" W. 2" DBH
9500'	14 9500' H. 6" W. 2" DBH
9600'	14 9600' H. 6" W. 2" DBH
9700'	14 9700' H. 6" W. 2" DBH
9800'	14 9800' H. 6" W. 2" DBH
9900'	14 9900' H. 6" W. 2" DBH
10000'	14 10000' H. 6" W. 2" DBH

AGT LAND
LANDSCAPE ARCHITECTURE
132 NORTH SWINSON AVENUE
DELRAY BEACH, FL 33444
561.238.6500
www.agtland.com

RELOCATED TREES/PALMS PLANT LIST

REV	QTY	PLANT AND SPECIFICATION
1	1	Relocated Tree
2	1	Relocated Tree
3	1	Relocated Tree
4	1	Relocated Tree
5	1	Relocated Tree
6	1	Relocated Tree
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97	1	Relocated Tree
98	1	Relocated Tree
99	1	Relocated Tree
100	1	Relocated Tree

TREE LEGEND
ENDING TREE TO REMAIN

STREET TREE NOTE
LARGE CANOPY STREET TREES REQUIRED
BY THE CITY AND REQUIRED TO BE PLANTED
AT THE EDGE OF STREETS AT THE INTERSECTION
OF THE CITY OF BOCA RATON.
PROPOSED TREES APPROVED BY LA HAVE NOT
YET BEEN PLANTED.



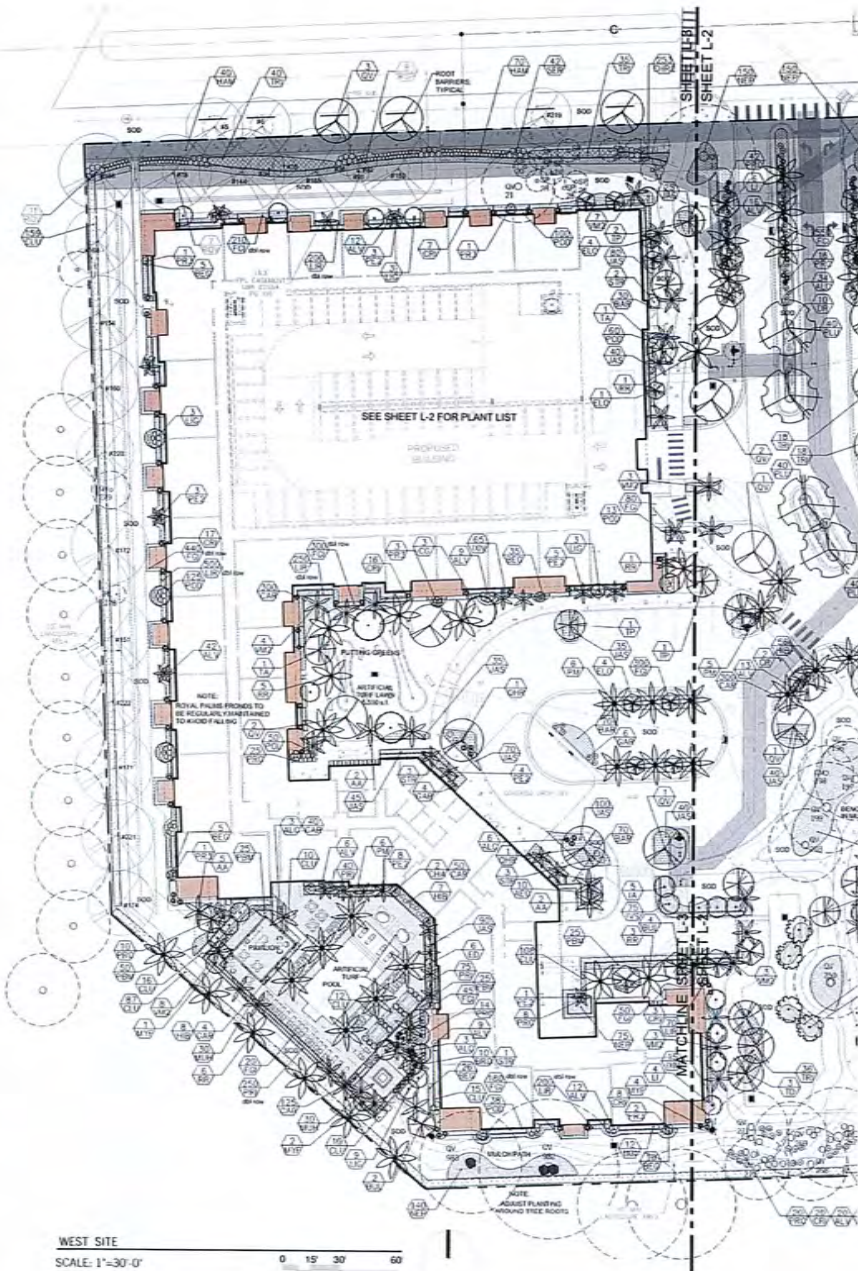
SHEET INDEX
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SHEET L3: THIS SHEET
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SHEET L100: THIS SHEET

MUTUAL OF AMERICA
BOCA RATON, FL

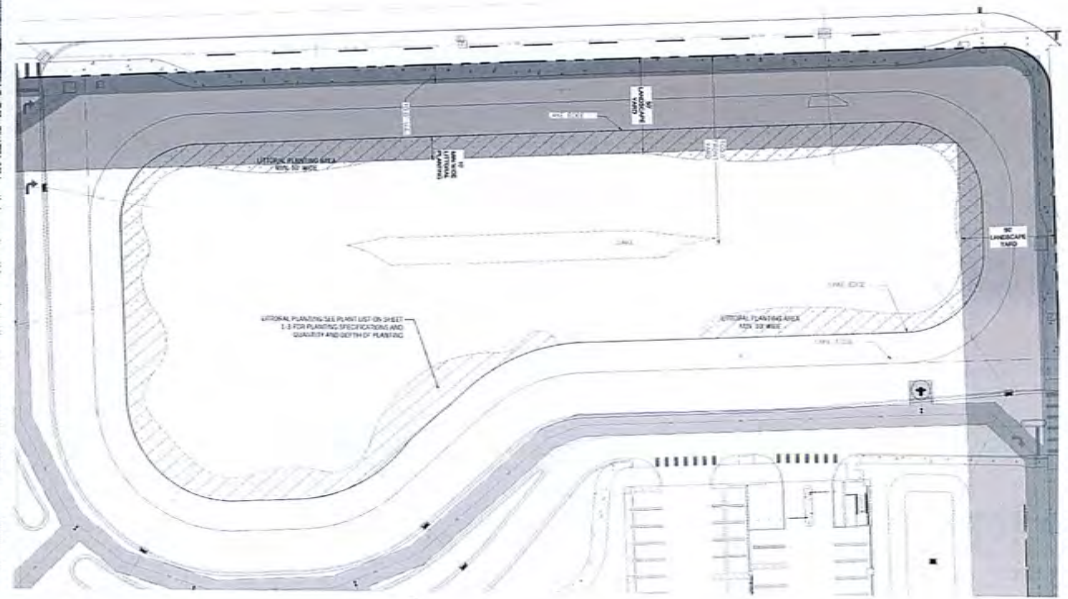
LANDSCAPE PLAN
ENLARGEMENT - E

REV	DATE	DESCRIPTION
1	04/24/24	DATE
2	05/06/24	DATE
3	07/29/24	DATE
4	09/04/24	DATE
5	09/30/24	DATE

SHEET
L-2
5



STREET TREE NOTE
STREET TREES SHALL BE PLANTED BY THE CITY AND IMPROVED WITHIN 6" FROM THE EDGE OF STREET AT THE INTERSECTION OF THE CITY OF BOCA RATON. PLANTING SHALL BE PROVIDED BY CITY AND NOT RESPONSIBLE TO THE CITY.



LITTORAL PLAN
SCALE: 1"=30'-0"

0 15 30 60

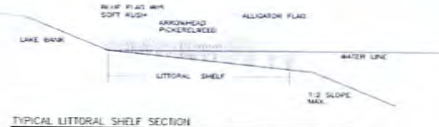
LITTORAL SHELF DATA TABULAR DATA

1,156 L.F. SHORELINE
N. TO
11,365 S.F. REQUIRED LITTORAL AREA
14,234 S.F. PROVIDED LITTORAL AREA
93.5% OF THE LAKE BANK IS LITTORAL PLANTING

LITTORAL PLANT LIST

QTY	SPECIES	SPECIFICATION
104	BLUE FLAG IRIS	2" PLUG, 3" O.C., 9-1 1/2" DEPTH
250	SOFT RUSH	BARE ROOT, 3" O.C., 9-1 1/2" DEPTH
300	ARROWHEAD	BARE ROOT, 3" O.C., 9-1 1/2" DEPTH
800	PICKERELWEED	BARE ROOT, 3" O.C., 1-1 1/2" DEPTH
200	ALLIGATOR FLAG	2" PLUG, 3" O.C., 1 1/2-2" DEPTH
	TOTAL PLANTS	1,354

NOTES:
1. PLANTS TO BE SPACED AT AN AVERAGE SPACING OF 3" O.C.
2. ACTUAL PLANT DOWNSHIP TO BE DETERMINED BY PLANTING CONTRACTOR



SHEET INDEX

1. SITE PLAN
2. LITTORAL PLAN
3. LITTORAL PLANT LIST
4. LITTORAL SHELF SECTION
5. LITTORAL PLANTING AREA
6. LITTORAL PLANTING AREA
7. LITTORAL PLANTING AREA
8. LITTORAL PLANTING AREA
9. LITTORAL PLANTING AREA
10. LITTORAL PLANTING AREA

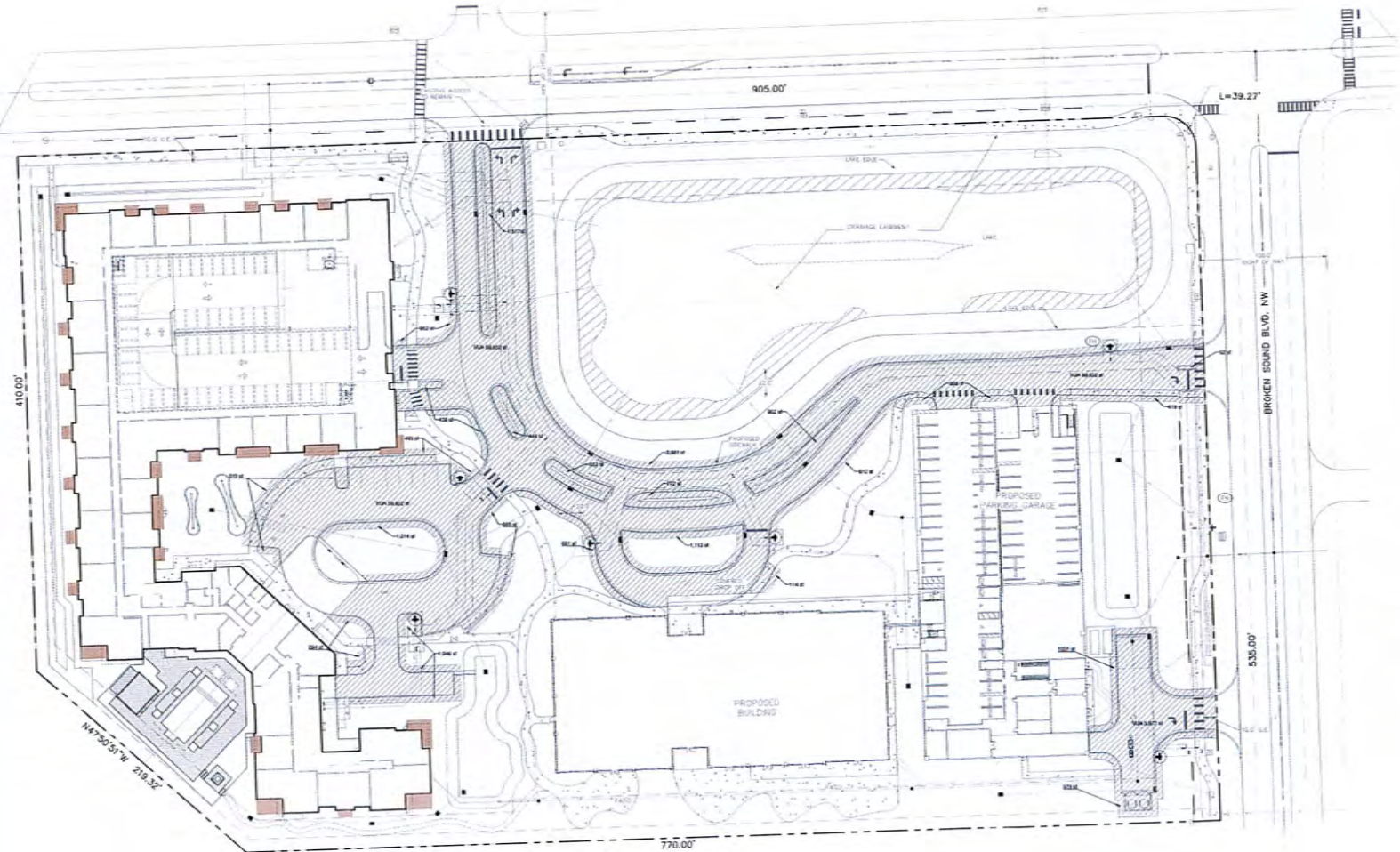
TREE LEGEND

EXISTING TREE TO REMAIN IN PLACE

**LANDSCAPE PLAN ENLARGEMENT - W
AND LITTORAL LANDSCAPE PLAN**

PROJECT
**MUTUAL OF AMERICA
BOCA RATON, FL**

TITLE	DATE	REV.
LANDSCAPE PLAN ENLARGEMENT - W AND LITTORAL LANDSCAPE PLAN	04-19-24	06-06-24
	07-29-24	



SHEET INDEX

- TR-1 ORIGINAL TREE DISPOSITION PLAN
- TR-2 TREE DISPOSITION PLAN ENLARGEMENT- E
- TR-3A TREE DISPOSITION PLAN ENLARGEMENT- W
- TR-3B TREE DISPOSITION PLAN ENLARGEMENT- S
- TR-4 ORIGINAL LANDSCAPE PLAN
- TR-5 LANDSCAPE PLAN ENLARGEMENT- E
- TR-6 LANDSCAPE PLAN ENLARGEMENT- W
- TR-7 LANDSCAPE PLAN ENLARGEMENT- S
- TR-8 VEHICULAR USE AREA PLAN
- TR-9 DETAILS AND SPECIFICATIONS
- TR-10 AREAS WITH AREA AND NECESSARY STRUCTURE

PROJECT
MUTUAL OF AMERICA
BOCA RATON, FL

TITLE
VEHICULAR USE
AREA PLAN

LANDSCAPE AREA WITHIN THE GROSS VEHICULAR USE AREA

- LANDSCAPE WITHIN VEHICULAR USE AREA= 19,552 SF
- VEHICULAR USE AREA= 61,229 SF
- GROSS VEHICULAR USE AREA (GVUA)= 80,781 SF

LANDSCAPE AREA REQUIRED = GVUA X 15% = 12,117 SF
LANDSCAPE AREA PROVIDED = 24% = 19,552 SF

PROJECT NO.	
FILE NAME	
DATE	04-19-24
DATE	05-06-24
REV	

SHEET
L-4
5

1. GENERAL CONDITIONS

A. SCOPE

1. Contractor shall furnish labor, equipment, and materials required to perform all work necessary for the construction of the project as indicated in the drawings. Such work of planting area is not limited to the following:

- Final grading and planting area.
- Planting.
- Soil (if required).

2. Contractor shall have a competent representative at the site who shall be capable of reading and understanding plans, specifications, and other contract documents. The representative shall be knowledgeable in all areas of landscape construction in Florida.

3. Contractor shall be responsible for knowledge of the contents of these specifications and the requirements of any accompanying drawings.

B. DRAWINGS

The drawings and plant lists together with these written specifications shall be considered as one contract document and shall be accordingly read together. The drawings and specifications remain the property of the Landscape Architect and, if required, shall be returned to him upon completion of the work. The Contractor shall keep one copy of the drawings and the specifications of the construction site for the use of the Landscape Architect, Owner, and their representatives.

C. REQUIREMENTS OF REGULATORY AGENCIES

1. Perform work in accordance with all applicable codes, laws, and regulations required by authorities having jurisdiction over such work and provide for all inspections and permits required by Federal, State, and local authorities in building, transporting and installing materials.

2. Certificates of inspection required by law for transportation shall accompany invoice for each shipment of plants. File copies of certificates with Landscape Architect or Owner after acceptance of material. Inspection by Federal or State Governments at place of growth does not preclude rejection of plants at project site.

D. PROTECTION OF WORK AND PROPERTY

1. Contractor is responsible for maintaining adequate protection of his work from injury and loss resulting from the execution of this contract. He must make good all repairs and replacements to the satisfaction of the Landscape Architect or the Owner except where caused by the Owner or his agents. He must provide all safety or protection measures required by public authorities or local conditions.

2. Existing plant material to remain must be protected by barriers or fences at the site line surrounding the material. No burning, storage, or parking shall be permitted within these protected areas. Contractor shall notify the Landscape Architect or Owner of any situation he feels may damage the existing plants to remain in the normal execution of this contract. Do not proceed with such work until directed by the Landscape Architect or Owner. Contractor directed plants shall be replaced with plants of the same species, size, and quality as those accepted at no cost to the Owner. The Landscape Architect shall determine the extent and value of the damaged plants.

E. CHANGES IN THE WORK

1. The Owner reserves the right to make changes in the work and thereby changes in the cost of the work within the conditions of the original contract. All changes shall be in written form and upon accepted, shall become a part of the contract documents.

2. The Contractor shall not begin any work on, within or changes from the contract document before written approval has been given by the Owner or Owner's representative. Any work done prior to such written approval may not be paid for, at the discretion of the Owner.

F. OWNER'S RIGHT TO STOP WORK

The Owner reserves the right, upon two (2) days written notice to the Contractor to remedy any neglected provision of the contract and to deduct the cost of the work or deficiencies from the contract payments.

G. SURFACE AND SUBSURFACE OBSTRUCTIONS

It is the Contractor's responsibility to acquaint himself with the existence and location of all surface and subsurface conditions and obstructions, existing or proposed, before commencing work. Any damage by the Contractor during the execution of this contract shall be made good at the Contractor's own time and expense. If subsurface construction or obstructions are encountered during planting, alternate locations may be selected by the Landscape Architect or Owner.

H. OWNER'S RIGHT TO TERMINATE

Should the Contractor at any time fail, refuse, or neglect to comply with the provisions of this contract, the Owner or his representative shall without prejudice to any other rights or remedy and after having given seven (7) days written notice to the Contractor, terminate the contract and take possession of the premises. The cost of completion will be deducted from the amount of the contract.

I. COOPERATION OF WORK

Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.

J. INSPECTION OF SITE

1. Contractor shall visit the site and inspect site conditions as they exist prior to submitting bid.

2. No additional compensation nor relief from any obligation of the contract will be granted because of lack of knowledge of the site or of the conditions under which the work will be accomplished.

4. PLANTING SPECIFICATIONS

A. PLANT MATERIALS

1. Plants shall be nursery grown in accordance with good horticultural practices under climatic conditions similar to those of the project, unless otherwise noted.

2. Quantities, sizes, and spacing will be determined by the drawings and specifications. Where discrepancies exist, the Landscape Architect or Owner is to be treated for clarification. Contractor shall be responsible for quantity installation as noted for in the plans, plant lists, and specifications.

B. ABBREVIATIONS ON PLANT LIST

B&B - Balled and burlapped. Plants shall be dug with a firm natural ball of earth of sufficient size to encompass the fibrous root system necessary for recovery of the plant. Broken or loose balls will not be accepted.

G - One (1) gallon container.
R.C. - Rooted cutting. A cutting which has callused and produced roots. Applied equally to cuttings rooted in a propagation bed or in individual containers.

D.B.H. - Diameter at breast height. Diameter of trunk measured four (4) feet above the ground.

C.T. - Clear trunk. Measurement from top of root ball to first branching.

G.W. - Gray wood area on palms between ground level and base of trunk.

O.A. H.T. - Overall height from ground level to midpoint of terminal section's growth.

S.W. - Spread measured across the average diameter of plant.

D.C. - In center. Horizontal spacing of plants center to center.
P.P.P. - Plants per unit.

Container sizes are only a guide. Contractor is responsible for size and quantity of plant material as specified. No container material shall be returned. When plant material is specified, container material will not be accepted without written consent of Landscape Architect or Owner.

C. QUALITY AND SIZE

Plants shall have a ball of growth which is normal for the species and shall be free from physical damage, insects or pests, and adverse conditions that would prevent healthy growth. Measurements specified in the plant list are the minimum acceptable sizes. All plant materials shall be free from worms and size in accordance with the Grades and Standards for Nursery Plants, State Plant Board of Florida, and shall be graded Florida No. 1 or greater, except where noted in the contract documents. Plants shall be graded before planting. Any necessary pruning shall be done after planting, and with the consent of the Landscape Architect or Owner. Plants which do not meet the requirements will not be accepted.

D. SUBSTITUTIONS

No substitutions shall be accepted without the written consent of the Landscape Architect, Owner or their representatives. Proof must be submitted that the plant in question is not available in the type or size specified. The Landscape Architect or Owner shall determine the nearest equivalent replacement.

E. TRANSPORTATION AND STORAGE

All plant material shall be protected from possible injury or damage of branches. All plants shall be delivered adequately covered to prevent sunburn, drying, or damage. Plants which can not be planted immediately shall be adequately banded in and protected from the drying of sun and wind. All plants shall be watered as necessary until planting. Storage period shall not exceed 72 hours. All plants shall have their roots banded with burlap strips to remain in place until the tree is well established in its new location. This may be watered with the consent of the Landscape Architect or Owner. Trees moved by crane or truck shall be adequately protected from stem injury and ground by approved methods.

F. INSPECTION

No plant material shall be planted until it is inspected and approved by the Landscape Architect, Owner, or their representatives. Contractor shall give the Landscape Architect or Owner two (2) days notice for inspection of plant material. Inspection may be waived at the discretion of the Landscape Architect or Owner, in which case, the Contractor will still be responsible for supplying with all specifications. Contractor shall be responsible for all inspection of plant material that may be required by State or Federal authorities and inspection certificates shall be submitted to the Landscape Architect or Owner. Rejected material shall be replaced at no additional cost. Landscape Architect, at his discretion, may tag any or all plant material at the nursery.

G. PLANTING SOIL

Planting soil shall consist of fertile friable soil of a sandy loam nature and shall be derived from 50% minimum annual decomposed organic matter (manure or peat) and 50% clean sand with no trace of acidity. There must be a slight soil reaction to the soil. Planting soil shall be free from stones, plants, roots, sticks, clods, and other foreign materials which might be a hindrance to planting operations or be detrimental to good plant growth. Planting soil shall be applied in accordance with the Methods of installation and details.

H. MULCH

Mulch shall be approved (as per Manufacturer) non-synthetic mulch, unless otherwise specified, and shall be free of weeds, weed seeds, sticks and other foreign materials. It shall be applied to a minimum three (3) inch depth, unless otherwise specified, and mulched at the time of application to prevent wind blowing soil to the level of the finished grade, allowing three (3) inches for mulch. From a shallow source around each plant by tamping a ring of soil along the edge of the planting hole. All Solid materials are to be planted in sand.

I. COMMERCIAL FERTILIZER

Commercial fertilizer shall be an organic fertilizer containing equal percentages of nitrogen, phosphorus and potash in available plant food by weight. 50% of the nitrogen shall be derived from natural organic sources. The trace elements of iron and magnesium must also be present. The minimum analysis shall be 60N-40P-40K. Fertilizer shall be free of any burning, and delivered to the site in unopened original containers, each bearing manufacturer's guaranteed analysis. If Manufacturer with trace elements is to be used, application rates are as follows:

Nursery: 12 lbs./2" - 3" caliper tree
Type 1: 4 lbs./container
Type 2: 1 lb./container
Type 3: 1 lb./container
Type 4: 0.5 lbs./container
Type 5: 0.25 lbs./container
Groundcover: 10 lbs./100 sq. ft.

Fertilizer shall be spread before laying mulch and at the above recommended rates, unless otherwise specified. If plant lists are called for, they shall be Agrilam 20-10-5 formula. 21 gram tablets. Tablets shall be placed mid-way to the plant ball in the back of all material and at manufacturer's rates, unless otherwise specified.

J. WATER

Water is to be limited by the Owner. The Contractor shall transport as required.

K. SOIL (WHEN APPLICABLE)

Soil shall be one year old and of the variety indicated in the plant list. Soil shall be clean, vigorous, and green, with fine grass having been mowed at least three times at 1/2" - 1" height before mixing from the field. Soil shall have a good root development and compact growth and contain no weeds, vermin, fungus, or other diseases. No soil shall be used which is not certified as being free of the tropical fire ant, all ticks, snakes, and other foreign material over one inch in diameter shall be removed from the top 2" of soil. Grate under soil to be added so that the top of soil will be the finished grade. Soil not shall be laid with closely grading joints with a lamp or rolled even surface. Avoid a continuous seam along the line of water flow in swales. Place soil at right angles to slope. All soil edges shall be neat and even and conform to the shape of the planting plans. Rolling may be required at the discretion of the Landscape Architect or Owner. If the Landscape Architect or Owner determines that top-dressing is required after rolling, once soil will be evenly applied over the entire surface and thoroughly worked in. Rolling and top-dressing shall be done at no extra cost to the Owner.

L. SEED (WHEN APPLICABLE)

Grass seed shall be of the mixture called for in the plant list. It shall be a standard grade seed of the mixture or last year's crop. Seed which has become wet, moldy, or otherwise damaged will not be accepted. Seed must come in unopened packages with the producer's guaranteed analysis attached. Seed used content shall not exceed 0.25% before any planting. The ground shall be plowed or tilled to a depth of at least 4" and shall be rolled and smoothed evenly to establish a fine grade. All sticks, and other foreign material over one inch in diameter shall be removed. Contractor shall use the Hydrovac seeding method and supply all material and equipment necessary to perform the specified work. Seed shall be applied at a rate of 2-3 pounds per 1000 sq. ft. (80-100 lbs./acre). Rate shall be "One Pass" processed wood floor or approved equivalent. Seed shall be applied in the field and shall be applied uniformly at the rates specified. Contractor shall be responsible for proper watering of the seedbed area in order to avoid runoff, and for keeping the ground moist until the grass is established, and watering for proper growth until the work is accepted. A seed bed prepared by excessive rolling or watering of the seedbed area is extra cost to the Owner. Any areas which are damaged or do not germinate within the first thirty (30) days shall be re-seeded and maintained until grass is established. Grass shall be vigorous and healthy and coverage shall be at least 95% prior to final acceptance.

M. METHODS OF INSTALLATION

A. LAYOUT

Location of plants and layout of all beds are indicated on the plans. Plant locations are to be staked in the field by the Contractor, Landscape Architect or Owner at least staking of plants in the field and shall adjust to his satisfaction before planting begins. Where surface or subsurface obstructions are encountered or where changes have been made in construction, necessary adjustments will be approved by the Landscape Architect or Owner.

B. EXCAVATION FOR PLANTING

Shrub beds are to be excavated a minimum of 2.5 - 3 times the size of the shrub with planting soil as defined in Section I, G and as shown on details.

Tree and palm planting holes shall be excavated to a minimum 2.5 - 3 times deeper than the depth of the root ball except for trees over 10 feet in height (see section B, C).

Holes shall be a minimum of 2.5 - 3 times greater in diameter than the root ball for shrubs and 2.5 - 3 times greater in diameter for trees. A wide soil pedestal shall be provided below the plant material before setting. All existing vegetation, including soil, shall be completely removed from the planting hole. For (1) inches of planting soil shall be incorporated into all planting beds for rooted shrubs. Where applicable, planting holes for all trees, shrubs, and groundcovers shall be excavated through any compacted building subgrade or road base to undisturbed subsoil or down and fill. All excess excavation material shall be removed from the planting hole. Holes shall be back-filled with planting soil as defined in Section I, G and as shown on details. The following is a guide for planting soil quantities:

Trees - 8 cu. ft.
Trees - 8 cu. ft.
Trees - 8 cu. ft.

Quantities of planting soil needed may be greater if excavation of building subgrade or road base is necessary.

C. SETTING TREES AND SHRUBS

All trees and shrubs are to be planted plants on four (4) inches of planting soil and centered in the planting hole as to give the best appearance in relation to adjacent plants and structures. Trees over ten (10) feet in height shall be planted directly on the undisturbed subgrade. The finished grade level of the plant after settlement shall be the same as that at which the plant was grown. Subgrade shall be compacted and covered with a minimum of 2 inches of planting soil. After the plant has been backfilled approximately 2/3 full with planting soil, water thoroughly, saturating rootball, before installing remainder of planting soil to the top of hole, eliminating all air pockets with proper watering soil to the level of the finished grade, allowing three (3) inches for mulch. From a shallow source around each plant by tamping a ring of soil along the edge of the planting hole. All Solid materials are to be planted in sand.

D. PRUNING

Remove dead and broken branches from all plant material. Prune with sharp instrument flush with or branch on so as to leave no stubs. Prune to retain typical growth habit of the particular species. Plant cuts over 1 1/2" in diameter will be a horizontal orthopedic joint point.

E. STAKING AND DUTING

Staking and duting of trees, where specified, is an option to be used by the Contractor, and will be responsible for material used, and shall be done in accordance with good practices during the guarantee period. The Landscape Architect, Owner or Owner's representative may require that a tree or trees be staked or gaped if the tree(s) are unusually unstable prior to being staked or gaped. The Contractor should, but, in support, if required by Landscape Architect or Owner, shall be done by staking and duting. Staking and duting shall be done at no extra cost to the Owner. No method of support shall be considered which causes physical damage to the plant. Any method of staking or duting not allowed must be approved by the Landscape Architect.

F. MULCHING

All tree and shrub beds shall be mulched immediately after planting to a three (3) inch depth and thoroughly worked down, unless otherwise specified, the following considerations will apply.

A. TREES AND PALMS

Shrub measures: 3" diameter ring
3" wide beds
Continuous bed extending 2' outside of plants. In configurations shown on plans.
Groundcover beds: entire surface (excluding of certain groundcover plants may be advised by Landscape Architect)

C. FINISH GRADES

1. Finish grades for all soil areas after settlement shall be 1/2" below top of adjacent curbs, walks, and elevations.
2. Finish grade of all ground cover beds after mulching and setting shall be 1/2" below finish grade of soil adjacent curbs, walks and walls.
3. Finish grading shall include the removal of all surface rock and other debris that prevents a smooth level surface.

G. CLEANUP

All areas shall be kept clean and orderly as the work progresses. Upon completion of planting, all excess deleterious materials and debris shall be removed from the site or disposed of as directed by the Landscape Architect or Owner. All tags and ribbons shall be removed from trees and shrubs.

I. MAINTENANCE

A maintenance period shall begin immediately after each plant is planted and shall continue until all planting has passed final inspection and acceptance. Maintenance of new planting shall consist of watering, weeding, mulching, rebar, repacking and tightening gaps, reattaching plants to proper grades and positions, removal of dead material, restoration of planting surfaces, maintaining any barriers or fences, and any other necessary operations. Any damage caused by the planting operation shall be repaired promptly. All trees and other plant material shall be deep watered for a period of least twenty (20) days after installation and at least once every other day during the (20) day period.

K. FINAL INSPECTION AND ACCEPTANCE

A. Inspection of work to determine completion of contract, but exclusive of the replacement of all plant material and workmanship, shall be made by the Landscape Architect or Owner at the conclusion of all planting and of the within report of the Contractor.

B. The Contractor will be notified by the Landscape Architect or Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to Warranty.

M. WARRANTY PERIOD AND REPLACEMENT

A. The Contractor, as part of this contract, shall guarantee all material, workmanship, and plant materials for a period of twelve (12) months from the time of final acceptance. Exception: soil shall be guaranteed for thirty (30) days. Guarantee shall apply to the position, health, shape, condition, and specified size and quality of all plant material.

B. The guarantee shall be null and void if plant material that is damaged or dies as a result of freeze, hot or hurricane force winds, provided the material was properly planted and in a healthy growth condition prior to such acts of nature.

C. The Contractor shall not be held responsible for failures due to neglect by Owner or acts of vandalism during the Warranty Period.

D. During or at the end of the Warranty Period, any plant that is dead or not in satisfactory condition, as determined by the Landscape Architect or Owner, shall be replaced by the Contractor at no cost to the Owner. Subsequent replacement costs shall be shared equally by the Owner and the Contractor, should the replacement not survive, unless the plant(s) have not been planted in accordance with previous specifications as determined by the Landscape Architect or Owner. All replacements shall be furnished and planted as specified herein.

E. The Warranty Period for replaced plant material shall commence on the date of acceptance of the replacement of plant material.

N. ACCESS

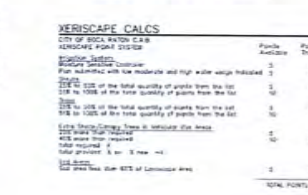
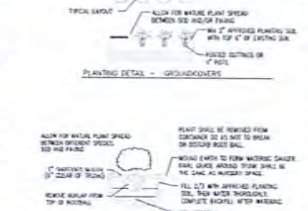
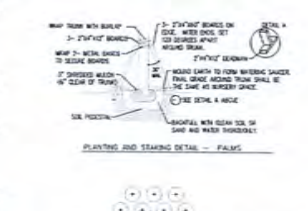
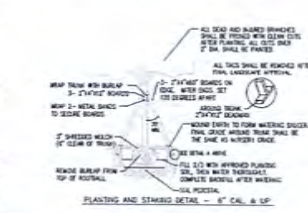
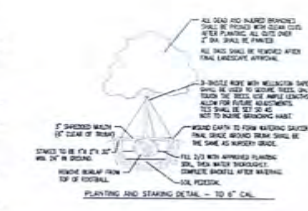
All access to all sections(s) specified in the contract documents and therefore one to be considered a part of the contract.

SUR RESTORATION

The Contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Contract, done in existing structure, pavement, driveway, sand area, curbs and gutters, sidewalks, driveway, grass, trees, utility poles, utility lines, conduits, drains, catch basins, firehydrants, restricted, opened or stabilized areas or ditches and including all obstructions not specifically named herein, shall be repaired and restored to a condition acceptable to the Landscape Architect or Owner.

CONTRACTOR TO CHECK DRAWINGS AND DATA

The Contractor shall verify all dimensions, quantities, locations, materials and details shown on the drawings, supplementary drawings, schedules or other data received from the Landscape Architect, and shall verify all of all errors, omissions, conflicts and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of all responsibility for satisfactory work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition of his own expense. He will not be allowed to take advantage of any error or omissions, or conflicts with the drawings, as furnished by the Landscape Architect or Owner, should any error or omissions be discovered. All schedules are given for the convenience of the Client, Landscape Architect and Contractor and are not guaranteed to be complete.



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PROJECT

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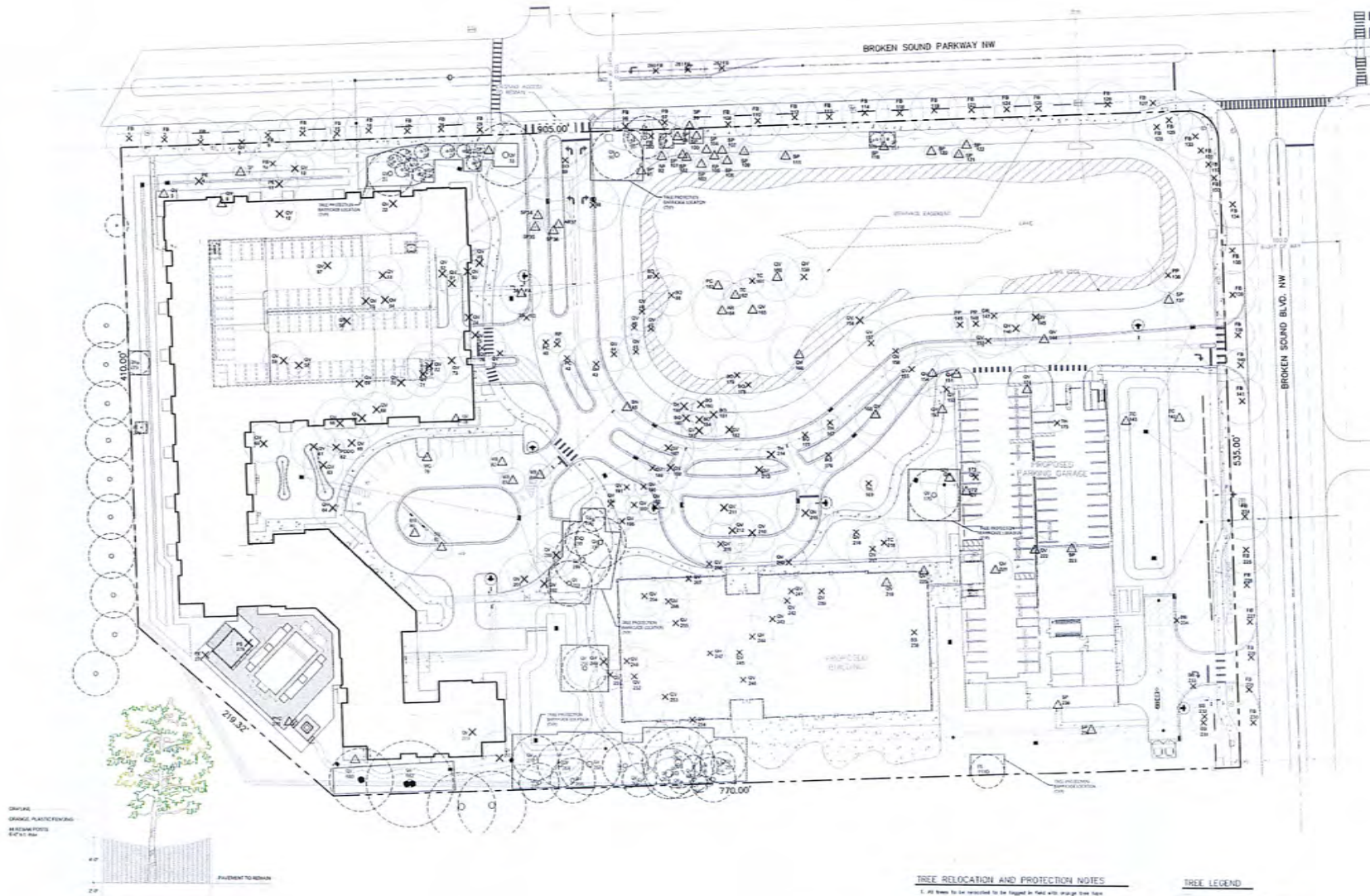
- 79-1 OVERALL TREE DISPOSITION PLAN
- 79-2 TREE DISPOSITION PLAN ENLARGEMENT-E
- 79-24 TREE DISPOSITION PLAN ENLARGEMENT-W
- 79-3 TREE DISPOSITION SKETCH
- 1-5 GENERAL LANDSCAPE PLAN
- 1-2 LANDSCAPE PLAN (DISCRETE)-E
- 1-3 LANDSCAPE PLAN ENLARGEMENT-W AND LITERAL LANDSCAPE PLAN
- 1-4 TERRACE AND WALK PLAN
- 1-5 DETAILS AND SPECIFICATIONS
- 79-1 1990-1 AREA AND ACCESSORY CONSTRUCTION

MUTUAL OF AMERICA
BOCA RATON, FL

OVERALL
TREE DISPOSITION PLAN

	PROJ. NO.
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08-29-24	DATE
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TREE PROTECTION DETAIL

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TREE PROTECTION NOTE

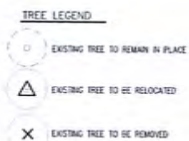
All existing trees and shrubs to remain in place shall be protected from damage by machinery by installing temporary tree protection fence and installed as indicated on plan. Suitable tree protection methods shall be approved by the City.

TREE RELOCATION AND PROTECTION NOTES

1. All trees to be removed to be felled in legal and safe manner (see type 1)
2. New retention zones to be meticulously defined and out of first design grade prior to removal by cutting and grading and according to city requirements
3. If possible of retention to be done by 80° west aspect. If retention by free trade is not feasible, then hard grading will be required
4. New retention to be coordinated with general contractor on site to determine attributes
5. Identify all underground utilities prior to tree retention
6. Specially monitored watering system to be in place prior to commencement of any tree removal
7. All trees that trees to be removed first design grade
8. All removed trees to be removed in such a way as to maintain a permanently wooded road cut with low erosion
9. All existing trees and shrubs to remain in place shall be protected from any machine or equipment that may be used to remove trees and be indicated on plan. Suitable low protection methods shall be approved by city
10. Trees over 100' in diameter that are to be retained will be most prone of root rot and in danger of their moving due

TREE LEGEND

-  EXISTING TREE TO REMAIN IN PLACE
 EXISTING TREE TO BE RELOCATED
 EXISTING TREE TO BE REMOVED



SCALE: 1"=30'-0"

SHEET INDEX

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MUTUAL OF AMERICA
BOCA RATON, FL

DATE _____

TITLE _____

TREE DISPOSITION PLAN
ENLARGEMENT- E

	PROJ. N
	FILE N
	DATE
04-19-04	041
06-06-04	061
07-29-04	071

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TREE LEGEND

-  EXISTING TREE TO REMAIN IN PLACE
-  EXISTING TREE TO BE RELOCATED
-  EXISTING TREE TO BE REMOVED



SCALE: 1"=30'-0"

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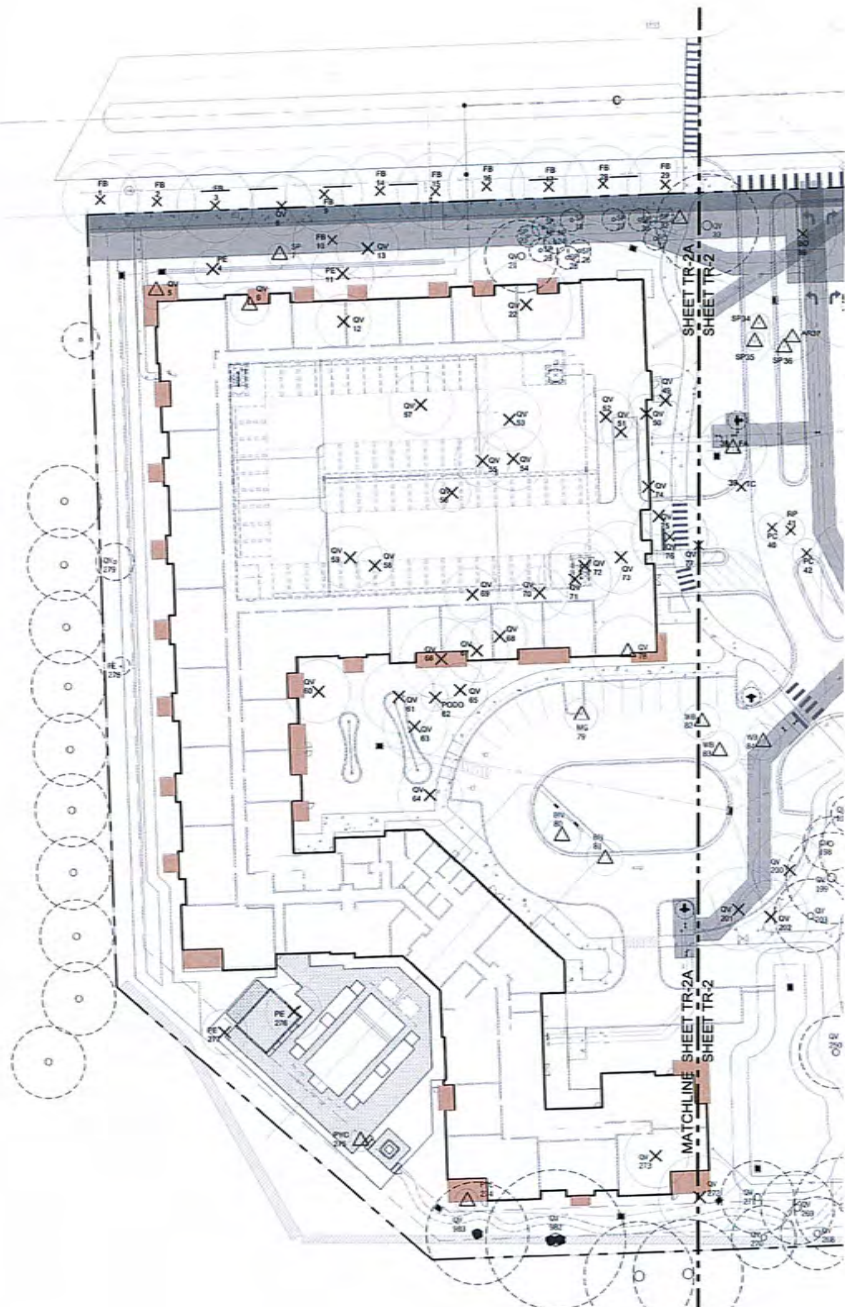
- TR-1 GENERAL TREE DISPOSITION PLAN
- TR-2 TREE DISPOSITION PLAN ENLARGEMENT - E
- TR-2A TREE DISPOSITION PLAN ENLARGEMENT - A
- TR-3 TREE DISPOSITION CHART
- TR-4 GENERAL LANDSCAPE PLAN
- TR-5 LANDSCAPE PLAN ENLARGEMENT - E
- TR-6 LANDSCAPE PLAN ENLARGEMENT - R
- TR-7 LANDSCAPE PLAN ENLARGEMENT - R
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BOCA RATON, FL

TREE DISPOSITION PLAN
ENLARGEMENT - W

PROJ. NO.	DATE
04-19-24	04-19-24
FILE NAME	DATE
06-06-24	06-06-24
REVISION	DATE
07-29-24	07-29-24

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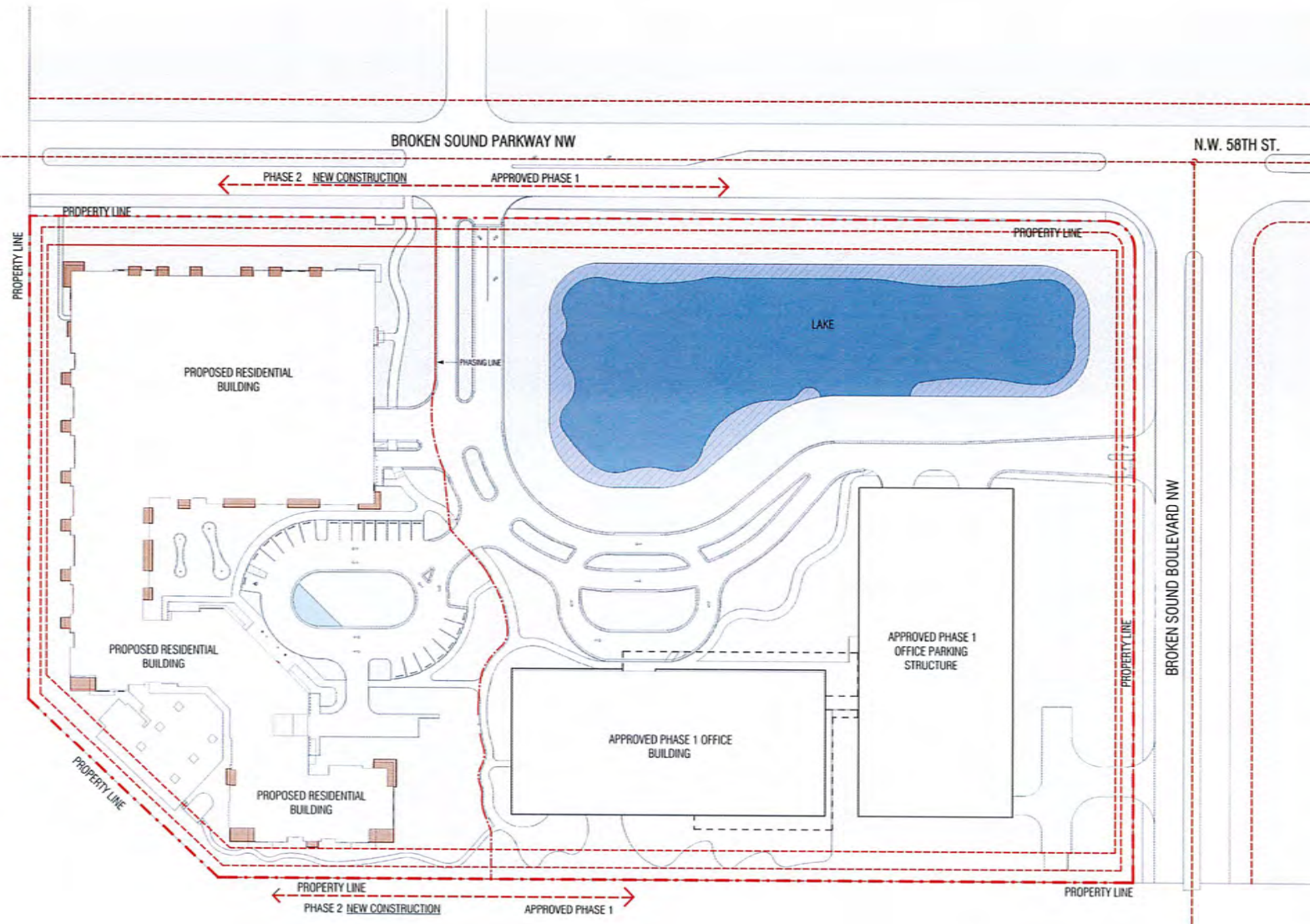
Tree No.	Species	Common Name	Scientific Name	DBH (inches)	Height	Spread	Canopy	Tree Equivalency (inches)	Disposition	\$F of Canopy
201	QV	Iron Oak	Quercus virginiana	20	45	40	24	REMOVES	1,500	
202	QV	Iron Oak	Quercus virginiana	20	45	40	24	REMOVES	1,500	
203	QV	Iron Oak	Quercus virginiana	18	40	40	18	REMOVES	900	
204	QV	Iron Oak	Quercus virginiana	18	40	40	18	REMOVES	900	
205	QV	Iron Oak	Quercus virginiana	12	30	25	20	REMOVES	400	
206	QV	Iron Oak	Quercus virginiana	12	30	25	20	REMOVES	400	
207	QV	Iron Oak	Quercus virginiana	12	30	25	20	REMOVES	400	
208	QV	Iron Oak	Quercus virginiana	12	30	25	20	REMOVES	400	
209	QV	Iron Oak	Quercus virginiana	18	40	40	12	REMOVES	900	
210	QV	Iron Oak	Quercus virginiana	12	30	25	20	REMOVES	400	
211	QV	Iron Oak	Quercus virginiana	18	40	40	10	REMOVES	1,200	
212	QV	Iron Oak	Quercus virginiana	12	30	25	20	REMOVES	400	
213	QV	Iron Oak	Quercus virginiana	12	30	20	40	REMOVES	700	
214	QV	Iron Oak	Quercus virginiana	12	30	20	30	REMOVES	900	
215	MC	Pin Oak	Pinus strobus	12	30	30	10	REMOVES	1,000	
216	QV	Iron Oak	Quercus virginiana	20	45	50	20	REMOVES	1,500	
217	QV	Iron Oak	Quercus virginiana	20	45	50	20	REMOVES	1,500	
218	MC	Pin Oak	Pinus strobus	20	45	45	20	REMOVES	1,000	
219	QV	Iron Oak	Quercus virginiana	12	30	25	15	REMOVES	700	
220	QV	Iron Oak	Quercus virginiana	6	20	20	10	RELOCATE		
221	QV	Iron Oak	Quercus virginiana	15	35	20	20	RELOCATE		
222	QV	Iron Oak	Quercus virginiana	12	25	20	15	RELOCATE		
223	QV	Iron Oak	Quercus virginiana	12	25	20	15	RELOCATE		
224	FB	Collins Pear	Salix americana	N/A	30	30	10	RELOCATE		
225	FB	Shreve Elm	Fraxinus americana	20	40	40	20	REMOVES	1,200	
226	FB	Shreve Elm	Fraxinus americana	40	40	40	20	REMOVES	1,200	
227	FB	Shreve Elm	Fraxinus americana	40	40	40	20	REMOVES	1,200	
228	FB	Shreve Elm	Fraxinus americana	40	40	40	20	REMOVES	1,200	
229	FB	Shreve Elm	Fraxinus americana	40	40	40	20	REMOVES	1,200	
230	FB	Shreve Elm	Fraxinus americana	30	45	50	20	REMOVES	1,300	
231	MCQ	Black Gum	Nyssa sylvatica	20	40	20	20	REMOVES	1,000	
232	MCQ	Black Gum	Nyssa sylvatica	20	40	20	20	REMOVES	1,000	
233	MCQ	Black Gum	Nyssa sylvatica	20	40	20	20	REMOVES	1,000	
234	MCQ	Black Gum	Nyssa sylvatica	20	40	20	20	REMOVES	1,000	
235	MCQ	Black Gum	Nyssa sylvatica	20	40	20	20	REMOVES	1,000	
236	MCQ	Black Gum	Nyssa sylvatica	20	40	20	20	REMOVES	1,000	
237	MCQ	Black Gum	Nyssa sylvatica	20	40	20	20	REMOVES	1,000	
238	MCQ	Black Gum	Nyssa sylvatica	20	40	20	20	REMOVES	1,000	
239	MCQ	Black Gum	Nyssa sylvatica	20	40	20	20	REMOVES	1,000	
240	MCQ	Black Gum	Nyssa sylvatica	20	40	20	20	REMOVES	1,000	
241	MCQ	Black Gum	Nyssa sylvatica	20	40	20	20	REMOVES	1,000	
242	MCQ	Black Gum	Nyssa sylvatica	20	40	20	20	REMOVES	1,000	
243	MCQ	Black Gum	Nyssa sylvatica	20	40	20	20	REMOVES	1,000	
244	MCQ	Black Gum	Nyssa sylvatica	20	40	20	20	REMOVES	1,000	
245	MCQ	Black Gum	Nyssa sylvatica	20	40	20	20	REMOVES	1,000	
246	MCQ	Black Gum	Nyssa sylvatica	20	40	20	20	REMOVES	1,000	
247	MCQ	Black Gum	Nyssa sylvatica	20	40	20	20	REMOVES	1,000	
248	MCQ	Black Gum	Nyssa sylvatica	20	40	20	20	REMOVES	1,000	
249	MCQ	Black Gum	Nyssa sylvatica	20	40	20	20	REMOVES	1,000	
250	MCQ	Black Gum	Nyssa sylvatica	20	40	20	20	REMOVES	1,000	
251	MCQ	Black Gum	Nyssa sylvatica	20	40	20	20	REMOVES	1,000	
252	QV	Iron Oak	Quercus virginiana	12	40	25	15	REMOVES	400	
253	QV	Iron Oak	Quercus virginiana	12	40	25	15	REMOVES	400	
254	QV	Iron Oak	Quercus virginiana	18	40	50	15	REMOVES	1,300	
255	QV	Iron Oak	Quercus virginiana	12	30	25	15	REMOVES	400	
256	QV	Iron Oak	Quercus virginiana	12	30	25	15	REMOVES	400	
257	QV	Iron Oak	Quercus virginiana	18	40	50	15	REMOVES	1,300	
258	QV	Iron Oak	Quercus virginiana	12	30	25	15	REMOVES	400	
259	QV	Iron Oak	Quercus virginiana	12	40	30	30	RELOCATE		
260	QV	Iron Oak	Quercus virginiana	12	40	30	30	RELOCATE		
261	SP	Collins Pear	Salix americana	0	15	10	10	RELOCATE		
262	QV	Iron Oak	Quercus virginiana	18	40	40	10	REMOVES	1,200	
263	QV	Iron Oak	Quercus virginiana	18	40	40	10	REMOVES	1,200	
264	QV	Iron Oak	Quercus virginiana	12	40	40	10	REMOVES	1,200	
265	QV	Iron Oak	Quercus virginiana	12	40	40	10	REMOVES	1,200	
266	QV	Iron Oak	Quercus virginiana	12	40	40	10	REMOVES	1,200	
267	QV	Iron Oak	Quercus virginiana	12	40	40	10	REMOVES	1,200	
268	QV	Iron Oak	Quercus virginiana	12	40	40	10	REMOVES	1,200	
269	QV	Iron Oak	Quercus virginiana	12	40	40	10	REMOVES	1,200	
270	QV	Iron Oak	Quercus virginiana	12	40	40	10	REMOVES	1,200	
271	QV	Iron Oak	Quercus virginiana	12	40	40	10	REMOVES	1,200	
272	QV	Iron Oak	Quercus virginiana	12	40	40	10	REMOVES	1,200	
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274	QV	Iron Oak	Quercus virginiana	12	40	40	10	REMOVES	1,200	
275	QV	Iron Oak	Quercus virginiana	12	40	40	10	REMOVES	1,200	
276	MC	Pin Oak	Pinus strobus	12	30	30	10	REMOVES	1,000	
277	MC	Pin Oak	Pinus strobus	12	30	30	10	REMOVES	1,000	
278	MC	Pin Oak	Pinus strobus	12	30	30	10	REMOVES	1,000	
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312	MC	Pin Oak	Pinus strobus	12	30	30	10	REMOVES	1,000	
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345	MC	Pin Oak	Pinus strobus	12	30	30	10	REMOVES	1,000	
346	MC	Pin Oak	Pinus strobus	12	30	30	10	RE		

ITEMS	REQUIRED REPLACEMENT	PROPOSED REPLACEMENT EQUIVALENT
TREE DBH (INCHES)	2,390" DBH	879" DBH
PAVLS	1 PAVL	190 PROPOSED PAVLS = 1 PAVL USED FOR PAVL REDUCTION REMARKING 189 PAVLS ARE EQUIVALENT 62 TREES OR 126" (2 PAVLS = 1 TREE)

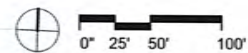
	PROJECT NO.
	FILE NAME
x	DRAWN
04-19-28	DATE
06-06-24	REV
07-29-24	
	SHEET
	TR-3
	OF
	4

TR-3
4

BINDING AREA DO NOT PLACE CONTENT HERE



1 PROPOSED PHASING PLAN



Mutual of America Residential

PROJECT ADDRESS
1100 Broken Sound Parkway Northwest, Boca Raton, FL

OWNER
Mutual of America Life Insurance Company
200 Park Avenue, New York, NY

ARQUITECTONICA

2700 Gail Avenue Miami, Florida 33133
305.372.1975 FAX
305.372.1975 FAX
www.arquitectonica.com

CREAT. ENGINEER
Cortez & Associates, Inc.
624 Douglas Road, North Palm Beach, FL
734.768.6000

STRUCTURAL ENGINEER

MVP ENGINEER

LANDSCAPE ARCHITECT
JSC Landscape Architecture
510 North Ocean Avenue, Suite 200, Boca Raton, FL
561.355.5500

INTERIOR DESIGNER
GTA
One North Ocean Blvd., Suite 100
Pompano Beach, FL 33062

LIFE SAFETY CONSULTANT
JSC ARCHITECTS

KEY PLAN



PHASE 2

SCALE: 1/4" = 1'-0"

OFFICE REGISTRATION # 04 000000

PROJECT NUMBER

001-0100

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 170.01, FLORIDA BUILDING CODE AND CHAPTER 400, FLORIDA STATUTES.

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ISSUE # DESCRIPTION DATE

PAR

SHORT ISSUE DATE: 04/07/24

DRAWING NAME:

PHASING PLAN RESIDENTIAL BUILDING

EX-A

04/07/24 11:01 AM

04/07/24 11:01 AM

04/07/24 11:01 AM

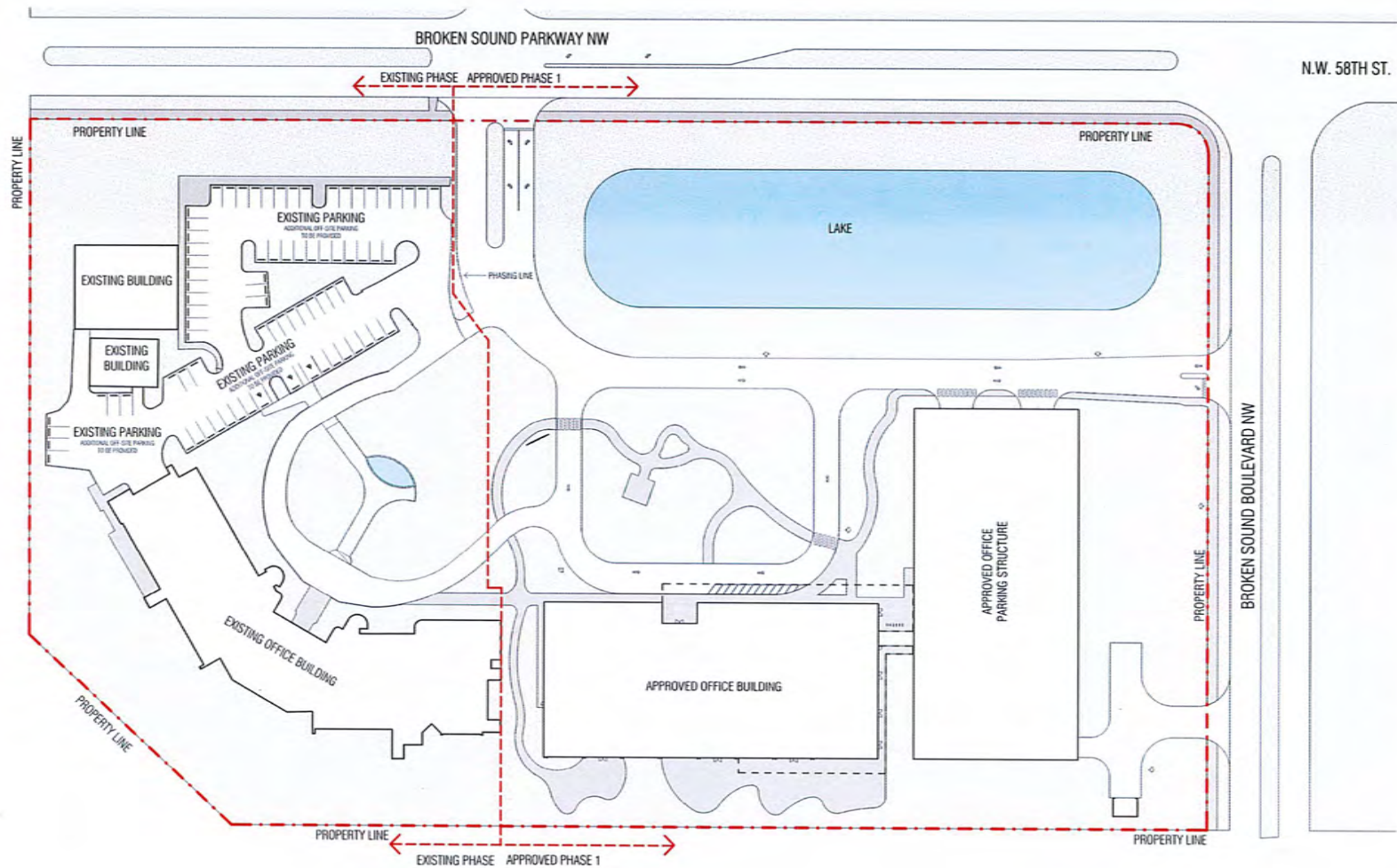
04/07/24 11:01 AM

04/07/24 11:01 AM

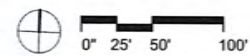
04/07/24 11:01 AM

04/07/24 11:01 AM

BINDING AREA DO NOT PLACE CONTENT HERE



1 APPROVED PHASING PLAN
1" = 40'-0"



Mutual of America Residential

PROJECT ADDRESS:
1133 Broken Sound Parkway Northwest, Boca Raton, FL

OWNER:
Mutual of America Life Insurance Company
225 Park Avenue, New York, NY

ARQUITECTONICA

2000 Glen Avenue North, Florida 33413
305.377.1810 TEL
305.377.1234 FAX
www.arquitectonica.com

CRE. ENGINEER:
Crisley & Associates, Inc.
12440 Highway 19, Suite 100, Boca Raton, FL
734.366.0322

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
1133 Broken Sound Parkway Northwest, Boca Raton, FL
734.366.0322

INTERIOR DESIGNER:
ICD
1133 Broken Sound Parkway Northwest, Boca Raton, FL
734.366.0322

LEAD SAFETY CONSULTANT:
ICD ARCHITECTONICA

KEY PLAN



PHASE 1

SCALE: 1/8" = 1'-0"
OFFICE REGISTRATION: # 14-000000

PROJECT NUMBER:

101-10-100

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE REGULATION OF ANY PORTION OF THESE CHANGES IN THE CITY OF BOCA RATON IN ACCORDANCE WITH SECTION 16.01, FLORIDA BUILDING CODE AND CHAPTER 63, FLORIDA STATUTES.

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DATE	DESCRIPTION	DATE
------	-------------	------

PAR

SHEET ISSUE DATE: 06.07.24

PHASING PLAN OFFICE BUILDING AND PARKING GARAGE

EX-B

©2024 ARCHITECTONICA INTERNATIONAL, INC.



1 WEST ELEVATION
1" = 20'-0"



2 EAST ELEVATION
1" = 20'-0"

COLOR / MATERIAL LEGEND		
	(A) SMOOTH STUCCO - PAINT COLOR PERFECT GREIGE SW-6073	
	(B) SMOOTH STUCCO - PAINT COLOR FIRST STAR SW-7646	
	(C) SMOOTH STUCCO - PAINT COLOR POLISHED CONCRETE SW-9167	
	(D) SMOOTH STUCCO - PAINT COLOR GREEK VILLA SW-7551	
	(E) SMOOTH STUCCO - PAINT COLOR BRANDYWINE SW-7710	
	(F) BRONZE METAL RAILING - CINNAGOLD DUST PPG-UC106717	
	(G) WOOD VENEER - COLOR PADAUK	
EXTERIOR FINISHES NOTES		
GLAZING LOW-E COATED CLEAR GLAZING		



Mutual of America Residential

PROJECT ADDRESS
1135 Brown Swamp Parkway Northwest, Boca Raton, FL

OWNER
Mutual of America Life Insurance Company
300 Park Avenue, New York, NY

ARQUITECTONICA

2850 Oak Avenue Miami, Florida 33133
305.572.1932 FAX
305.572.1735 FAX
www.arquitectonica.com

CREATED BY
Shirley B. Anderson, Inc.
624 Kingsley Road, North Palm Beach, FL
734.556.0022

STRUCTURAL ENGINEER

MEP ENGINEER

LANDSCAPE ARCHITECT
1025 Landscape Architects
130 South Duval Avenue, Suite 100
T. 901.276.0050

INTERIOR DESIGNER
624
P.O. Box 1000, Suite 100
Palm Beach, FL 33480

LEAD SAFETY CONSULTANT
ASO-1000000000

KEY PLAN



PHASE 2
TOTAL DEVELOPMENT
OFFICE INSULATION - 1/4" (2000)

PROJECT NUMBER
100-10-100

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE INSURANCE STANDARDS AS DETERMINED BY THE CITY OF BOCA RATON IN ACCORDANCE WITH SECTION 100, FLORIDA BUILDING CODE AND CHAPTER 100, FLORIDA STATUTES.

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ISSUE # DESCRIPTION DATE

PAR

SHEET ISSUE DATE 10/10/2014 10:28:20 AM

CREATING NAME
EXTERIOR ELEVATIONS

AE-2.00

©2014 ARQUITECTONICA INTERNATIONAL, INC.



1 NORTH ELEVATION
1" = 20'



2 SOUTH ELEVATION
1" = 20'

COLOR / MATERIAL LEGEND		
	(A) SMOOTH STUCCO - PAINT COLOR PERFECT GREIGE SW-6073	
	(B) SMOOTH STUCCO - PAINT COLOR FIRST STAR SW-7646	
	(C) SMOOTH STUCCO - PAINT COLOR POLISHED CONCRETE SW-9167	
	(D) SMOOTH STUCCO - PAINT COLOR GREEK VILLA SW-7551	
	(E) SMOOTH STUCCO - PAINT COLOR BRANDYWINE SW-7710	
	(F) BRONZE METAL RAILING - CINNAGOLD DUST PPG-UC106717	
	(G) WOOD VENEER - COLOR PADAUK	
EXTERIOR FINISHES NOTES		
GLAZING LOW-E COATED CLEAR GLAZING		



Mutul of America Residential

PROJECT ADDRESS:
1155 Brown Street Parkway Northwest, Boca Raton, FL

OWNER:
Mutul of America Life Insurance Company
300 Park Avenue, New York, NY

ARQUITECTONICA

2000 Oak Avenue North, Fort Lauderdale, FL 33305
954.577.1812 TEL
954.577.1812 FAX
www.arquitectonica.com

CREATIVE ENGINEER:
Arquitectonica, Inc.
4000 North Palm Beach, FL 33461
T: 561.586.6342

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
F&B Landscape Architects
150 North Dixie Avenue, Suite 200, Boca Raton, FL 33432
T: 561.376.1532

INTERIOR DESIGNER:
JDK
1700 North Dixie Blvd., Suite 100
Fort Lauderdale, FL 33305

LEAD SAFETY CONSULTANT:
JDK SAFETY CONSULTING



FIGURE 1
SITE PLAN
DATE: 01/11/2011
OFFICE REGISTRATION: # 11111111

PROJECT NUMBER:
11111111

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE, SAFETY, ENGINEERING, AND ELECTRICAL REQUIREMENTS OF THE CITY OF BOCA RATON IN ACCORDANCE WITH SECTION 110.1, FLORIDA BUILDING CODE, AND CHAPTER 63, FLORIDA STATUTES. ALL DESIGNS INDICATED IN THESE DRAWINGS ARE THE PROPERTY OF ARQUITECTONICA INTERNATIONAL, CORP. ALL COPYRIGHTS RESERVED. NO COPYING, 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.

REVISION	DESCRIPTION	DATE

PAR

SHEET DATE: 01/11/2011
DRAWING NAME:

EXTERIOR ELEVATIONS

AE-2.01

©2011 ARQUITECTONICA INTERNATIONAL, INC.

EXHIBIT B

SKETCH & DESCRIPTION
A PORTION OF A 10' WATER EASEMENT
TO BE ABANDONED
(O.R.B. 4226, PG. 1895, P.B.C.R.)
PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of a 10 foot Water Easement, as recorded in Official Records Book 4226, Page 1895, of the Public Records of Palm Beach, County, Florida; being described as follows:

COMMENCING at the Northwest corner of Parcel 'B', ARVIDA PARK OF COMMERCE PLAT NO. 3, according to the Plat thereof, as recorded in Plat Book 38, Pages 85 and 86, of the Public Records of Palm Beach County, Florida; thence N89°00'00"E, along the North line of said Parcel 'B', 176.91 feet to the **POINT OF BEGINNING**; thence N89°00'00"E, along the said north line, 10.00 feet; thence S00°00'44"E, 65.45 feet; thence S55°56'44"E, 233.87 feet; thence S89°01'21"W, 17.42 feet; thence N55°56'44"W, 23.26 feet; thence S34°03'16"W, 40.00 feet; thence N55°56'44"W, 10.00 feet; thence N34°03'16"E, 40.00 feet; thence N55°56'44"W, 191.65 feet; thence N00°00'44"W, 70.59 feet to the **POINT OF BEGINNING**;

Said lands lying in Palm Beach County, Florida, containing 3,374 square feet, 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 relative to the plat, based on the North line of Parcel 'B' having a bearing of N89°00'00"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; O.R.B. = Official Records Book; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement.

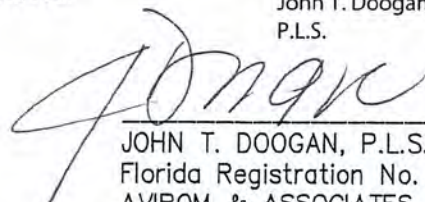
CERTIFICATION:

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.

John T. Doogan,
P.L.S.

Digitally signed by John T.
Doogan, P.L.S.
Date: 2024.07.09 09:40:04 -04'00'

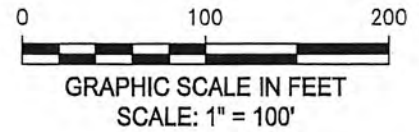
Date: 7/5/2024


JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

**NOT VALID WITHOUT
SHEETS 1 AND 2**

REVISIONS		AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com © 2024 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.	JOB #:	7459-12
			SCALE:	-
			DATE:	06/28/2024
			BY:	S.K.
			CHECKED:	J.T.D.
			F.B. - PG. -	
			SHEET:	1 OF 2

SKETCH & DESCRIPTION
A PORTION OF A 10' WATER EASEMENT
TO BE ABANDONED
(O.R.B. 4226, PG. 1895, P.B.C.R.)
PALM BEACH COUNTY, FLORIDA



P.O.C.
NORTHWEST CORNER
PARCEL 'B'
(P.B. 38/85-86, P.B.C.R.)

BROKEN SOUND PARKWAY NW

NORTH LINE PARCEL 'B'
(BEARING BASIS)

P.O.B.

N89°00'00"E 176.91'

N89°00'00"E
10.00'

N00°00'44"W
70.59'

S00°00'44"E
65.45'

**PORTION OF
WATER EASEMENT
(TO BE ABANDONED)**
3,374 SQUARE FEET

PARCEL 'B'

(P.B. 38, PGS. 85-86, P.B.C.R.)

S55°56'44"E
233.87'
N55°56'44"W
191.65'

S89°01'21"W
17.42'

10' WATER EASEMENT
(O.R.B. 4226/1895, P.B.C.R.)

N34°03'16"E
40.00'

N55°56'44"W
10.00'

S34°03'16"W
40.00'

N55°56'44"W
23.26'

GOLF COURSE
UNPLATTED

WEST LINE PARCEL 'B'

**NOT VALID WITHOUT
SHEETS 1 AND 2**

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 #: 7459-12

SCALE: 1" = 100'

DATE: 06/28/2024

BY: S.K.

CHECKED: J.T.D.

F.B. - PG. -

SHEET: 2 OF 2

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 Parcel Control Number (PCN) 06424701040020000

Project Property Address: 1150 NW Broken Sound Parkway

Property Owner (As Listed in Palm Beach County Property Appraiser):
1150 Broken Sound, LLC

Type of ownership, if not an individual*:

- ☐ Corporation ☒ Limited liability company ☐ Limited partnership
- ☐ General partnership or joint venture ☐ Unincorporated REIT
- ☐ Trust (Trust Documentation may be required)
- ☐ Other, specify, _____ State of formation (i.e. Delaware) _____

*copy of Registered Agent from State of Division of Corporations to be provided.

NOTE THAT AUTHORIZED AGENT FORM IS ONLY VALID FOR 6 MONTHS AFTER NOTARIZED DATE.

EACH OWNER AS LISTED IN THE PALM BEACH COUNTY PROPERTY APPRAISERS RECORDS WILL NEED TO SUPPLY AN AUTHORIZED AGENT FORM. I.e: (Husband and wife), (Members of a Trust), (Tenants by Entirety), (Tenancy in Common)

AUTHORIZED AGENT FORM

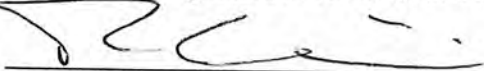
I/We*, 1150 Broken Sound, LLC as owner of 1150 NW Broken Sound Parkway
(As Listed in Palm Beach County Property Appraiser) (print property address(s) or PCN(s))

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 an application or signs any required documents, the individual must exhibit this authorization form at the discretion of the Planning and Zoning Staff.

*If the property is owned by multiple persons/parties, additional notary pages will be required.

The Owner's Signature Is To Be Notarized



(Owner's Signature)

5/28/25

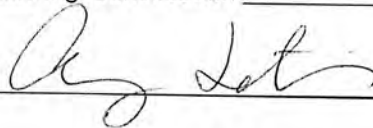
(Date)

Thomas Ciociano
(Owner Print Name)

STATE OF ~~FLORIDA~~
COUNTY OF New York

The foregoing instrument was acknowledged before me on this 28 day of
May, 2025. By Thomas Ciociano, who is personally known to
me ☒ or has provided the following identification _____.

Notary Public Signature:



Notary Public Print Name:

Amy Latkin

Notary Public Stamp Here:

AMY LATKIN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02LA6438597
Qualified in New York County
My Commission Expires 08-15-2026

NOTE THAT AUTHORIZED AGENT FORM IS ONLY VALID FOR 6 MONTHS AFTER NOTARIZED DATE.

EACH OWNER AS LISTED IN THE PALM BEACH COUNTY PROPERTY APPRAISERS RECORDS WILL NEED TO SUPPLY AN AUTHORIZED AGENT FORM. I.e: (Husband and wife), (Members of a Trust), (Tenants by Entirety), (Tenancy in Common)



PLAN DETAILED REPORT PZSPA-2025-00026 FOR CITY OF BOCA RATON

Plan Type: Site Plan	Project:	App Date: 07/20/2025
Work Class: Site Plan	District: Boca Raton	Exp Date: 08/19/2025
Status: In Review	Square Feet: 0.00	Completed: NOT COMPLETED
Valuation: \$0.00	Assigned To: Jennifer Angeline	Approval
Description: 1150 INNOVATION CENTER (SPA-XX-XX)		Expire Date:

Parcel: 06424701040020000	Main	Address: 1150 Nw Broken Sound Pkwy Boca Raton, FL 33487	Main	Zone: AH(AH)
				7(7)
				AE(AE)
				X(X)

Property Owner 1150 BROKEN SOUND LLC 320 PARK AVE NEW YORK NY 10022 6815	Applicant 1150 BROKEN SOUND LLC 320 PARK AVE NEW YORK NY 10022 6815	Representative MISKEL BACKMAN, LLP DAVID MILLEDGE 14 SE 4TH ST #36 BOCA RATON, FL 33432 Business: (561) 405-3351 Mobile: (561) 888-3031
--	---	--

Invoice No.	Fee	Fee Amount	Amount Paid
INV-00097948	Public Notice Fee - One Public Hearing	\$275.00	\$275.00
	Graphics	\$50.00	\$50.00
	Admin Processing	\$200.00	\$200.00
	Administrative Site Plan Amendment	\$2,150.00	\$2,150.00
Total for Invoice INV-00097948		\$2,675.00	\$2,675.00
Grand Total for Plan		\$2,675.00	\$2,675.00

CITY OF BOCA RATON – DEVELOPMENT SERVICES

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): 1150 NW Broken Sound Parkway

Project Parcel Control Number(s): 06424701040020000

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
Thomas Ciociano, 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 [X] authorized agent [position - e.g., president, partner, trustee] of 1150 Broken Sound, 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:

320 Park Avenue, New York, NY 10022

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.

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.

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.

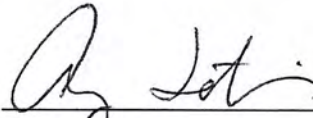
FURTHER AFFIANT ONE SAYETH NAUGHT.



Thomas Ciociano, Affiant One

(Print Affiant One Name)

The foregoing instrument was acknowledged before me this 22nd day of July, 2025, by Thomas Ciociano, as authorized agent, [☒] who is personally known to me or [☐] who has produced _____ as identification and who did take an oath.



Notary Public

Amy Latkin

(Print Notary Name)

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: 8/15/26

AMY LATKIN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02LA6438597
Qualified in New York County
My Commission Expires 08-15-2026

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

ALL OF PARCEL B, ARVIDA PARK OF COMMERCE PLAT NO. 3, ACCORDING TO THE MAP OR PLAT THEREOF,
AS RECORDED IN PLAT BOOK 38, PAGE(S) 85-86, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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

NOT APPLICABLE - 1150 BROKEN SOUND, LLC IS 100% OWNED BY MUTUAL OF AMERICA LIFE INSURANCE

COMPANY. MUTUAL OF AMERICA LIFE INSURANCE COMPANY IS A MUTUAL LIFE INSURANCE COMPANY

AND IS THEREBY OWNED BY ITS POLICYHOLDERS.

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

NOTICE OF PUBLIC HEARING
THE PLANNING AND ZONING BOARD
City of Boca Raton, Florida hereby gives notice:
6:00 P.M. on April 16, 2026
Police Administration and Training / Fire Rescue Administration
6500 Congress Avenue, Boca Raton, FL 33487

The Planning and Zoning Board will consider for recommendation to City Council:

Case No. SPA-23-03R2/VA

A resolution of the City of Boca Raton considering, for the approximately 11.68-acre property generally located at 1150 Northwest Broken Sound Parkway, an amendment to an approved site plan (Planning and Zoning Board Resolution No. 2024-001, as amended by City Council Resolution No. 014-2025), which includes an active approval for a Commercial Industrial Multifamily Development (CIMD), to authorize the construction of two (2), two (2)-story, office/light industrial buildings totaling approximately 71,624 square feet, with related on-site and off-site improvements, together with a technical deviation from Section 23-190(d), Code of Ordinances, to reduce the required driveway reservoir distance along Northwest Broken Sound Boulevard from 50 feet to 38 feet (a reduction of 12 feet), and a variance from Section 28-980(f)(1), Code of Ordinances, to reduce the minimum street yard (setback) along Northwest Broken Sound Boulevard from 100 feet to 70 feet, nine (9) inches (a reduction of 29 feet, three [3] inches); providing for repealer; providing an effective date.



Case No. CA-25-09

A resolution of the City of Boca Raton considering, for the approximately 11.68-acre property generally located at 1150 Northwest Broken Sound Parkway, a conditional use approval, pursuant to a Commercial Industrial Multifamily Development (CIMD), to allow warehousing, showroom, and wholesale uses in the Light Industrial Research Park (LIRP) zoning district; providing for repealer; providing an effective date.

If you have any questions regarding this matter, please email the project planner, Jacob German, via email at: jgerman@bocaraton-fl.gov

All quasi-judicial public hearings are conducted pursuant to the Quasi-Judicial Public Hearing Procedures that are posted on the City's website and a copy can be obtained from the City Clerk.

NOTICE: If any decision of the Planning and Zoning Board affects you, and you decide to appeal any decision made at this meeting with respect to any matter considered, you will need a record of the proceedings and, for such purposes, you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This NOTICE is required by State Law. If you desire a verbatim transcript, you shall have the responsibility, at your own cost, to arrange for the transcript.

In accordance with the Americans with Disabilities Act and Florida Statutes 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact the Office of the City Clerk at 393-7740 at least three business days prior to the proceeding (whenever possible) to request such accommodation.