

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

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

(Reserved)

BICYCLE AND PEDESTRIAN SHARED USE PATH EASEMENT

THIS BICYCLE AND PEDESTRIAN SHARED USE PATH EASEMENT ("Shared Use Path Easement") dated _____ is made by and between _____, a Delaware limited liability company, whose mailing address is _____, their successors and/or assigns (the "Grantor"), and the CITY OF BOCA RATON, a Florida municipal corporation, whose mailing address is 201 West Palmetto Park Road, Boca Raton, Florida 33432, its successors and/or assigns ("Grantee").

RECITALS

WHEREAS, on **[DATE]**, the City Council approved Resolution No. _____ (the "Development Approval"); and

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

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

GRANT OF SHARED USE PATH EASEMENT

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

1. **Recitals.** The recitals set forth above are correct and are made a part of this grant of Shared Use Path Easement.

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

3. **Construction, Maintenance and Repair of Easement Area.** The Grantor shall be responsible in perpetuity, and at Grantor's sole cost and expense, for the construction, installation, maintenance, repair, restoration and replacement of the shared use path installed in the Easement Area (the "Shared Use Path"). In the event the Grantor fails to timely construct, install, operate, maintain, repair, restore or replace the Shared Use Path, the Grantee may, but shall not be required to, enter upon said lands and construct, install, operate, maintain, repair, restore or

replace such Shared Use Path; and the Grantee may exercise upon any existing bond or seek any available legal remedy (at law or in equity) to recover all costs and expenses incurred by Grantee (including, without limitation, code enforcement and/or a lien upon the Easement Area).

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

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

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

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

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

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

GRANTOR:

_____, a Delaware limited liability company

Witness Signature Date

By: _____

Print Name

Name: _____

Title: _____

Witness Signature Date

Print Name

(Corporate Seal/Stamp)

STATE OF _____

COUNTY OF _____

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

Name:

Notary Public, State of _____

My Commission Expires:
(Seal/Stamp)

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

CITY OF BOCA RATON, a Florida municipal corporation

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM

By: _____

Exhibit "A"

Legal Description of Easement Area

JOINDER, CONSENT AND SUBORDINATION

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

Signed, sealed and delivered in the presence of:

LENDER NAME

Witness Signature Date

Print Name

Witness Signature Date

Print Name

STATE OF _____
COUNTY OF _____

By: _____

Name: _____

Title: _____

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

Notary Public, State of _____

My Commission Expires:
(Seal/Stamp)

PREPARED BY AND RETURN TO:

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

RECORD AND RETURN TO:

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

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") is made this ____ day of _____, 20__, by _____, a Florida limited liability company whose mailing address is _____, (the "Declarant").

RECITALS

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

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

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

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

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

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

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.

(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.

Residential Amenities:

All amenities of the Property shall be limited to and for the exclusive use of the residents of the Property and their guests.

Noise Disclosure:

All purchase or lease agreements shall disclose the Property is located within a mixed-use setting and will be subject to daytime and nighttime noise.

School Capacity Availability Determination:

A notice shall be posted on an 11" by 17" sign in a clear and visible location in all leasing offices in the Multifamily Residential Building and on all rental or lease agreements and contracts for sale for the Multifamily Residential Building which states:

"NOTICE TO TENANTS"

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

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

4. **Binding Effect:** This Declaration will be recorded in the Public Records of Palm Beach County, Florida, and this Declaration and the restrictions and covenants contained in this Declaration shall constitute a restriction and covenant running with the land and shall bind, and the benefit thereof shall inure to, the Declarant and any owner of the Property or any portion thereof, and their respective successors and assigns.

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

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

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

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

[signature pages to follow]

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

WITNESSES

BY:

By:

Signature of Witness

Printed Name: _____

Sign: _____

Printed Name: _____

Signature of Witness

Printed Name: _____

STATE OF FLORIDA

COUNTY OF _____

THIS INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____ as _____ of _____, a _____, on behalf of the company, who has produced _____ as identification or who is personally known to me.

Notary Public State of _____

Print Name: _____

Commission No.: _____

Commission Expires: _____

**Exhibit “A”
The Property**

This Instrument Was Prepared by:

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

Record and Return to:

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

DECLARATION OF UNITY OF CONTROL IN LIEU OF UNITY OF TITLE

THIS DECLARATION OF UNITY OF CONTROL IN LIEU OF UNITY OF TITLE("Declaration") is made and entered into as of this ____ day of _____, 20__, by _____, a (**Delaware limited liability company?**) (the "Declarant"), whose mailing address is (the "Declarant")

RECITALS:

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

WHEREAS, on _____, 202__ the City Council of the City of Boca Raton ("City Council") approved Resolution No. _____ (the "Development Approval"); and

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

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

ARTICLE 1

COVENANTS RELATING TO BUILDING AND ZONING CONTROL

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

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

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

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

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

its successors and assigns, and the City may process same without the submittal or approval by any other Declarant, its successors and assigns. The determination of whether any development permits effectuate and implement the Development Approval and whether any development permits can be issued without an amendment to the Development Approval shall be made by the City Manager, or his designee, in said official's reasonable discretion.

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

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

ARTICLE II NON-SUBORDINATION

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

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

(The remainder of this page intentionally left blank

Signatures appear on the following page)

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

DECLARANT:

WITNESSES:

BY:

Signature of Witness

Printed Name: _____

Address: _____

By: _____

Title: _____

Signature of Witness

Printed Name: _____

Address: _____

STATE OF FLORIDA)

) ss:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a (Delaware limited company), on behalf of the company. He/She is personally known to me or produced the following identification: _____.

Notary Public State of _____

Print Name: _____

Commission No.: _____

Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

Property

JOINDER, CONSENT AND SUBORDINATION

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

WITNESSES:

Print Name: _____

Address: _____

Print Name: _____

Address: _____

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss.: _____

COUNTY OF _____)

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

Notary Public State of _____

Print Name: _____

Commission No.: _____

Commission Expires: _____



THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FL

KRISTIN K. GARRISON, AICP
DIRECTOR

MICHAEL J. BURKE
SUPERINTENDENT

PLANNING & INTERGOVERNMENTAL RELATIONS
3661 INTERSTATE PARK ROAD NORTH, 200
RIVIERA BEACH, FL 33404

JOSEPH M. SANCHES, MBA
CHIEF OPERATING OFFICER

PHONE: 561-434-8020 / FAX: 561-434-8942
WWW.PALMBEACHSCHOOLS.ORG

SCHOOL CAPACITY AVAILABILITY DETERMINATION (SCAD)

Application	Submittal Date	12/5/2025		
	SCAD No.	25112001D – D. O.		
	FLU /Rezoning/D.O. No.	SPA-06-15R1 / CIMD – City of Boca Raton		
	PCN No. / Address	06-42-47-01-03-008-0010; 0020 / 1075/1095 NW Broken Sound Parkway		
	Development Name	Park Tower at Broken Sound		
	Owner / Agent Name	1075 NW Broken Sound Parkway, LLC / Glenn E. Gromann		
	SAC No.	314A		
	Proposed D. O.	97 Mid-Rise Apt/Condo Units		
Impact Review		Blue Lake Elementary School	Omni Middle School	Spanish River High School
	New Students Generated	3	2	2
	Capacity Available	-46	451	-256
	Projected Utilization	105%	68%	110%
School District Staff's Recommendation	Based on the findings and evaluation of the proposed development, there will be a negative impact on the public-school system. Given the recent increases in school impact fees, effective January 1, 2023, much of these impacts will be mitigated. The impact fees, however, will not fully cover impacts to the school system. Therefore, if the proposed development is approved by City Council and if the Developer voluntarily agrees, School District staff recommends the following condition to mitigate such impacts. In order to address the school capacity deficiency generated by this proposed development at the District elementary and high school level, the property owner shall contribute a total of \$40,487.00 to the School District of Palm Beach County prior to the issuance of first building permit. This voluntary school capacity contribution is intended to supplement the required school impact fee (impact fee credit has already been applied). Please note that the school impact fee credit is calculated based on the Net Impact Cost per Student, as calculated in the County's latest Impact Fee Ordinance, which was adopted on September 13, 2022.			
Validation Period	1) This determination is valid from 12/12/2025 to 12/11/2026 or the expiration date of the site-specific development order approved during the validation period. 2) A copy of the approved D.O. must be submitted to the School District Planning Dept. prior to 12/11/2026 or this determination will expire automatically on 12/11/2026.			
Notice	School age children may not necessarily be assigned to the public school closest to their residences. Students in Palm Beach County are assigned annually to schools under the authority of the School Board and by direction of the Superintendent, public school attendance zones are subject to change.			

School District Representative Signature

Joyce C. Cai, Senior Planner

Print Name & Title

December 12, 2025

Date

joyce.cai@palmbeachschools.org

Email Address

CC: Jacob German, Planner II, City of Boca Raton
Joyell Shaw, PIR Manager, School District of Palm Beach County

The School District of Palm Beach County, Florida
A High-Performing School District
An Equal Opportunity Education Provider and Employer

PREPARED BY AND RETURN TO:

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

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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR AFFORDABLE AND WORKFORCE RENTAL HOUSING IN
COMMERCIAL INDUSTRIAL MULTIFAMILY DEVELOPMENT (CIMD)**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") is made this ____ day of _____, 2025, by _____, a _____, whose mailing address is _____, ("Owner"), and accepted by the City of Boca Raton, a municipal corporation of the State of Florida, whose mailing address is 201 W. Palmetto Park Road, Boca Raton, FL 33432 ("City").

RECITALS

WHEREAS, pursuant to Section 166.04151(6), Florida Statutes, and Chapter 28, Article XV, Division 15, Code of Ordinances ("City Code"), the development of multifamily and/or mixed-use multifamily projects in certain commercial and industrial zoning districts may be authorized provided that such projects include a minimum of 10% of the total number of units as Affordable housing (referred to as "Commercial Industrial Multifamily Development" or "CIMD") and provided they meet specified criteria;

WHEREAS, CIMDs are required to maintain housing units that are "Affordable" for a period of at least 30 years;

WHEREAS, CIMDs may, but are not required, to maintain an additional 5% of the total number of units as "Workforce" housing to be eligible for a density bonus of five (5) dwelling units per acre, which shall also be maintain for minimum period of 30 years, if provided;

WHEREAS, the term "Affordable" is as defined in City Code Section 28-1642(1)(b) and Florida Statutes Section 420.0004 and "Workforce" is as defined in the City's Comprehensive Plan Housing Element Policy HO.1.5.6, as each exists as of the date of approval of this Declaration;

WHEREAS, Owner is the holder of all of the ____ acres of real property generally located at in the City of Boca Raton, Palm Beach County, Florida, that is to be developed as a CIMD,

which property is legally described in Exhibit "A," attached hereto and incorporated herein by reference, hereinafter referred to as the "Property," including all or any portion thereof, and any improvements, structures, or developments thereon;

WHEREAS, for the purposes of this Declaration, the term "Owner" shall include any agent of the Owner with respect to the Property or the Project, including but not necessarily limited to any property manager or designated leasing agent, as well as all successors, assignees, transferees, beneficial and equitable owners of the Property or any portion thereof;

WHEREAS, the Property is located in the _____ (_____) zoning district, with a Comprehensive Plan Future Land Use Designation of Planned Mobility;

WHEREAS, on _____, 202__, the City Council of the City of Boca Raton approved Resolution No. _____ (the "Approved Site Plan"), authorizing the development of the Property as a CIMD project (the "Project");

WHEREAS, in compliance with Chapter 28, Article XV, Division 15 of the City Code, Owner has agreed to restrict a portion of the total number of residential Dwelling Units to be developed on the Property as Affordable Units and/or Workforce Units as specified on the Approved Site Plan;

WHEREAS, Owner intends to make the Project's "Dwelling Units," as defined herein, available for occupancy as rental Dwelling Units and not owner-occupied Dwelling Units; and

WHEREAS, to maintain compliance with Chapter 28, Article XV, Division 15, Code of Ordinances, the City and the Owner wish to ensure that the Affordable Units and Workforce Units, as specified on the Approved Site Plan, are maintained as required herein for a period of not less than 30 years, regardless of any subsequent changes in ownership of the Property, including any subsequent transfers, conveyances, assignments, foreclosures, or other dispositions of the Property or any portion thereof.

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

ARTICLE 1

RECITALS

The recitals set forth above are true and correct and incorporated into this Declaration by reference.

ARTICLE 2

DEFINITIONS

Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below:

a. *"Adjusted Gross Income"* means all wages, assets, regular cash or noncash contributions or gifts from persons outside the Income Eligible Household, and any other resources and benefits considered to be income pursuant to 24 CFR 5.609, adjusted for family

size, less deductions allowable under 26 US Code Section 62, each as may be amended from time to time.

b. "*Affordable*" means that monthly Rents, including utilities, for Affordable Units do not exceed 30 percent of the annual median Adjusted Gross Income for an Income Eligible Household, specifically for households earning 120% of the area median income, adjusted for family size. Rent, as defined herein, for Affordable Units shall not exceed the rent limits, adjusted by the number of bedrooms in unit and by household size, as published periodically by Florida Housing Finance Corporation ("FHFC") Multifamily Rental program for the WPB-Boca Area.

c. "*Affordable Unit*" or "*Affordable Units*" means those Dwelling Units that are designated as Affordable for occupancy by an Income Eligible Household (as defined hereinafter). Affordable Unit(s) need not be fixed in a specific location within the Project but may vary in location over time, provided the proportion of Affordable Units shown on the Approved Site Plan is maintained. The income eligibility and rent limits for Affordable Units shall be based on the most current annual median income figures as published by the FHFC for the WPB-Boca Area.

d. "*Affordability Period*" means the period, as set forth in Article 4 hereof, during which designated Affordable Units must remain Affordable to Income Eligible Households, and designated Workforce Units must remain Workforce to Income Eligible Households.

e. "*Dwelling Units*" means all residential units within the Project, including Affordable Units, Workforce Units and Market Rate Units. The Project is approved for ____ Dwelling Units, of which ____ shall be designated as Affordable Units and ____ shall be designated as Workforce Units, as specified in the Approved Site Plan.

f. "*Income Eligible Household*" means, for purposes of Affordable Units, a household whose total annual adjusted gross household income is 120% or less of the area median annual Adjusted Gross Income (as posted by the FHFC for households within the WPB-Boca Area); or for purposes of Workforce Units, 140% or less of the area median Adjusted Gross Income (as published periodically by the FHFC for households within the WPB-Boca Area), based on the most current annual figures available at the time of lease signing or renewal.

g. "*Market Rate Units*" means Dwelling Units within the Project that are neither designated as Affordable Units nor Workforce Units.

h. "*Rent*" means the monthly amount(s) or other payment amount(s) outlined in an executed lease agreement, rental arrangement (written or verbal), or temporary occupancy agreement, that are required due from tenant. In the case of Affordable Units and Workforce Units, the term "Rent" shall include the utility allowance as specified Article 5, Section 5.1(c) and Exhibit B of this Declaration. "Rent" shall not include charges for essential services or amenities necessary for basic occupancy, such as elevator use, water and sewage, trash collection, garbage disposal, or other essential building functions, which shall be provided to tenants without additional mandatory fees. Any mandatory fees for essential services must be uniformly applied to all units, regardless of designation as Affordable, Workforce, or Market Rate, and must be fully disclosed in advance in the lease and rental application process. Voluntary optional fees, such as pet fees, storage fees, or reserved parking fees, which are chosen at the tenant's discretion, may be charged separately and are not included in the calculation of "Rent."

i. "*Substandard Unit*" means:

1) Any unit lacking complete plumbing or sanitary facilities for the exclusive use of the occupants;

2) A unit which is in violation of one or more major sections of an applicable housing code, such as the International Property Maintenance Code (IPMC) or local building and safety codes, or where such violation poses a serious threat to the health of the occupant; or

3) A unit that has been declared unfit for human habitation but that could be rehabilitated for less than 50 percent of the property value.

j. "*Workforce Affordable*" means that monthly Rents, including utilities, for Workforce Units do not exceed 30 percent of the annual median Adjusted Gross Income for an Income Eligible Household, specifically for households earning 140% of the area median income, adjusted for family size. Rent for Workforce Units shall not exceed the rent limits, adjusted by the number of bedrooms in the unit and by household size, as published periodically by the FHFC for the WPB-Boca Area..

k. "*Workforce Unit*" or "*Workforce Units*" means those Dwelling Units that are designated as Workforce Affordable for occupancy by an Income Eligible Household. Workforce Unit(s) need not be fixed in a specific location within the Project but may vary in location over time, provided proportion of Workforce Units shown on the Approved Site Plan is maintained. The income eligibility and rent limits for Workforce Units shall be based on the most current annual median income figures as published by the FHFC for the WPB-Boca Area.

l. "*WPB-Boca Area*" means the West Palm Beach-Boca Raton U.S. Department of Housing and Urban Development (HUD) Metro Fair Market Area (HMFA) in Palm Beach County.

ARTICLE 3

AFFORDABILITY PERIOD

The Affordability Period for Affordable and Workforce Units shall commence upon the issuance of the first certificate of occupancy for the Project that authorizes the occupation of any Affordable Units and Workforce Units. However, the Affordability Period for all Affordable and Workforce Units in the Project shall collectively end no sooner than 30 years from the date of issuance of the final certificate of occupancy for the Project. The Affordability Period shall apply uniformly to all Affordable and Workforce Units within the Project, ensuring that no unit is subject to a shorter Affordability Period than 30 years from the issuance of the final certificate of occupancy. Provided, however, that the Affordability Period may be extended beyond the initial 30 years pursuant to the provisions set forth in Article 6 of this Declaration. The Affordability Period shall remain in effect until this Declaration is released with written authorization from the City, but not earlier than 30 years from the issuance of the final certificate of occupancy.

ARTICLE 4

USE AND OCCUPANCY OF THE PROPERTY

The Owner shall comply with the following restrictions regarding the use and occupancy of the Property for the duration of the Affordability Period. As set forth in Article 7, these covenants shall run with the land until the end of the Affordability Period and shall be binding on all parties and persons with any legal, beneficial, or equitable interest in all or any portion of the Property under this Declaration.

Section 4.1: Use of Property. The Owner shall develop and maintain the Project as specified on the Approved Site Plan. The Owner shall make ____ Affordable Units available for Rent and ____ Workforce Units available for Rent exclusively to Income Eligible Households (and in no event shall any Affordable Unit or Workforce Unit be leased to any tenant that is not an Income Eligible Household for the applicable type of unit). No amendments to the site plan resulting in a reduction in the number of Affordable Units or Workforce Units, as specified on the Approved Site, shall be permitted without an amendment to both the Approved Site Plan and this Declaration. Such amendments must be approved in accordance with the City Code provisions governing amendments to CIMD projects. In the event that only a portion of the total number of Dwelling Units in the Project are available for occupancy, then the required Affordable Units and Workforce Units shall be made available to Income Eligible Households proportionally, ensuring that these units are not withheld or delayed in leasing compared to market-rate units; (i.e., at each phase of occupancy, if applicable, the percentage of Affordable and Workforce Units made available shall be at least equal to their designated percentage of the total Project, ensuring that the ratio of Affordable and Workforce Units to market-rate units remains consistent throughout the leasing process). The Owner shall comply with the requirements of the Fair Housing Act as well as all applicable federal, state, and local laws and regulations governing fair housing, non-discrimination, and tenant rights in the management and leasing of the Project.

Section 4.2: Affordable Rents. Rents (less the calculated utility allowance) for all Affordable Units and Workforce Units shall not exceed 30% of the annual median adjusted gross income of an Income Eligible Household, specifically 120% for Affordable and 140% for Workforce Affordable. In all cases, the Rents shall not exceed the rental limits published annually by the FHFC for the WPB-Boca Area.

Section 4.3: Owner Responsible for Income Verification. The Owner shall be responsible for accepting rental applications for each Affordable Unit and each Workforce Unit and for determining the Adjusted Gross Income of prospective tenants using reasonable efforts to ensure such tenants qualify as an Income Eligible Household. Adjusted Gross Income shall be calculated by annualizing sources of income as the amount of income projected to be received by the household during the next 12 months. The Owner shall comply with the rental requirements for each Affordable Unit and Workforce Unit described in Exhibit "B." The Owner agrees to provide the City with the required documentation related to income determination to ensure compliance with applicable standards. The City reserves the right to review and audit the income determination process on a semi-annual basis to ensure compliance with all applicable standards.

The Owner shall calculate income by annualizing certified sources of income for the prospective tenant household as the amount of income to be received by the prospective household during the 12 months following the effective date of the determination. Certified sources will be documented based upon the prior year tax return (where applicable) of any and all members of the prospective tenant household, and supplemented by recent pay stubs, bank statements and/or such other similar documentation to reflect current income. In cases where a prospective tenant is self-employed or does not receive traditional pay stubs, acceptable documentation shall include a projected profit and loss statement prepared by the tenant, covering a minimum of the most recent two months and reflecting reasonable estimates of business income and expenses. The Owner shall assess all income documentation for consistency and reasonableness, ensuring that fluctuations in reported earnings are supported by verifiable evidence. The prospective tenant shall be required to certify that the projected income and sources of income are complete, true and correct by executing a sworn affidavit to that effect.

The Owner agrees to provide the City with all requested documentation related to income determination to ensure compliance with applicable standards. The City reserves the right to review and audit the income determination process at its discretion to ensure compliance with all applicable standards; provided, however, that such reviews shall not occur more than twice per calendar year unless the City has reasonable cause to believe that a violation of this Declaration has occurred.

Section 4.4: Affordable and Workforce Units Must be Comparable in Quality to the Market-Rate Units. Affordable and Workforce Units (when provided) shall be intermixed with, and not segregated from, the Market Rate Units in the Project. At all times, the Affordable Units and Workforce Units (when provided) must be equivalent in terms of quality, features and number of bedrooms to the Market Rate Units. Income Eligible Households shall not be excluded from using common area amenities within the Project or charged additional fees for access to these amenities. Affordable and Workforce Unit tenants shall not be charged additional mandatory fees for essential services or amenities necessary for basic occupancy, such as elevator use, water and sewage, trash collection, garbage disposal, or other essential building functions. Any mandatory fees for essential services must be uniformly applied to all units, regardless of designation as Affordable, Workforce, or Market-Rate, and must be fully disclosed in advance in the lease and rental application process. The only fees that may be charged to Income Eligible Households are voluntary optional fees, such as pet fees or storage fees, which are chosen at the tenant's discretion. These optional fees must not include charges for essential services or amenities necessary for basic occupancy.

Section 4.5: Distribution of Affordable and Workforce Units. Affordable Units, Workforce Units (when provided) and Market Rate Units shall be located within the same building or, in the case of multiple buildings, Affordable, Workforce (as provided) and Market Rate Units shall be distributed between such buildings in such a manner that reflects the overall approximately proportional distribution of unit types within the entire Project as set forth on the Approved Site Plan. Access to Affordable Units and Workforce Units shall be provided through the same principal entrance(s) as those providing access to Market Rate Units; provided, however, that townhouse-style Affordable Units or townhouse-style Workforce Units may each have their own entrance. Additionally, the distribution of unit types (based on the number of bedrooms) among Affordable Units and Workforce Units provided shall be approximately proportional to the distribution of unit types among Market Rate Units. For purposes herein, the type of Dwelling Unit shall mean the number of bedrooms in such Dwelling Unit. For purposes herein, "approximately proportional" shall mean that the percentage of each type of unit among the Affordable Units, and that the percentage of each type of unit among the Workforce Units, shall be within five (5) percentage points of the percentage of each type of Market Rate Units. Provided, however, that if the total number of Affordable Units, or the total number of Workforce Units, is such that 5% results in less than a full Dwelling Unit, then "approximately proportional" shall mean a difference of one (1) Dwelling Unit.

Section 4.6: Changes in Income Eligibility After Initial Affordable Unit or Workforce Unit Occupancy. The Owner shall be required to recertify Income Eligible Households between 90 days prior to the expiration of a lease and the actual expiration of the lease. If a household is determined, through the annual income certification process, to no longer be an Income Eligible Household, then the Owner, in consultation with the tenant, shall elect one of the following options:

a. Increase the household's rent to market-rate rent (with not less than 60 days' notice of increased rent) and ensure that the next available unit is rented as an Affordable or Workforce unit, as applicable, to an Income Eligible Household; or

b. Allow the household that is no longer an Income Eligible Household a 1-year grace period during which they may continue to reside in the unit at the Affordable or Workforce Rent, as applicable, but then must either move out or begin paying market rent. If the household begins paying market rent, the Owner shall ensure that the next available unit is rented as an Affordable Unit or Workforce Unit, as applicable, to an Income Eligible Household.

If a household is determined, through the annual income certification process, to have shifted from Affordable to Workforce, and to therefore still be an Income Eligible Household, the household may remain in the building as a Workforce Unit. However, the Owner must ensure that the Affordable Housing percentage does not fall below 10%. To maintain compliance, the Owner shall designate a corresponding unit as Affordable, either by converting the next available unit or through other adjustments to unit designations within the building, as necessary.

Section 4.7: Limitations on Fees and Deposits. The Owner shall limit the amounts charged for security deposits, rental application fees, and any other similar fees for Affordable Units and Workforce Units. The maximum allowable fees for these units shall be:

a. Security Deposits: The security deposit for Affordable Units and Workforce Units shall not exceed one month's Rent as defined in Section 2(h).

b. Rental Application Fees: The rental application fee for Affordable Units and Workforce Units shall not exceed the actual cost of processing the application and, in no case, shall exceed \$150.00 per application. This amount may be adjusted periodically in accordance with the Consumer Price Index (CPI) or another mutually agreed-upon index that reflects cost increases.

c. Other Fees: Any other fees related to the rental of Affordable Units and Workforce Units, such as administrative fees, move-in fees, or any similar charges, shall be reasonable and not exceed the actual cost incurred by the Owner in providing the service.

The Owner shall provide a written schedule of all fees to the City upon request and shall not charge any additional fees to Income Eligible Households occupying Affordable Units or Workforce Units except as provided in this Section. The provisions of this Section shall not be construed to prevent the Owner from imposing and collecting penalties from tenants for violations of any rules, provided that any such rules and penalties are applied in the same manner to tenants of Affordable Units and Workforce Units as to tenants of Market Rate Units.

Section 4.8: No Conflict of Interest. No Affordable or Workforce Unit shall be occupied by the Owner, or any person related to or affiliated with the Owner, operator, or any agent of the Owner of the Property, except in cases where an employee of the Owner, operator, or any agent of the Owner, such as a building superintendent, property manager, or other employee, qualifies as an Income Eligible Household and resides in a unit.

ARTICLE 5

COMPLIANCE MONITORING

Section 5.1 Required Recordkeeping. The Owner shall maintain complete and accurate records of income and other relevant documentation for each Income Eligible Household occupying an Affordable Unit or Workforce Unit. These records must be updated annually and shall be maintained for at least five (5) full fiscal years following the end of each tenant's

occupancy or the termination of their lease agreement, whichever is later. In addition, records must be kept for a minimum of five (5) years after the expiration of the Affordability Period for the Project.

At a minimum, the Owner shall maintain the following records for each occupied Affordable Unit or Workforce Unit:

a. A complete application for tenancy for each Income Eligible Household, including the names of all household members, proof of identity, and documentation of employment (if employed), and income for each household member, as well as documentation of assets that generate income;

b. A copy of the lease agreement listing the term of tenancy, the Rent, and the identity of each tenant residing in the Affordable or Workforce Unit;

c. A copy of the utility deduction calculation determination (including the schedule used for calculation, as provided by HUD utility allowance schedules, which reflect typical utility consumption and cost estimates for similar housing types in the region, or as otherwise directed by applicable HUD guidance). This determination does not require a unique calculation of utility allowances for each individual unit or property but rather follows a standardized methodology based on published schedules. In the alternative, a report based on an Energy Consumption Model (ECM) may be used when prepared by a third-party vendor, subject to review and determination by the City that the proposed methodology is reasonable;

d. Written verification from the Owner that the household qualifies as an Income Eligible Household; and

e. Verification that the Rent for the Income Eligible Household is Affordable or Workforce, as applicable, including documentation of the income calculation and the resulting rent limit based on that calculation.

Section 5.2 Compliance Reporting. Throughout the duration of this Declaration, the Owner shall provide an annual Compliance Report to the City's Development Services Department by January 30th of each year (for the prior calendar year). The Compliance Report shall provide the following information for each Affordable Unit and Workforce Unit: (a) the unit address; (b) a location map of the Affordable Units and Workforce Units, including unit size by building and exterior photographs, which locations may change over time in accordance with the flexibility allowed by Section 4.1; (c) the number of occupants residing in each Affordable or Workforce Unit; (d) the Adjusted Gross Income of the household residing in each Affordable or Workforce Unit; (e) the maximum monthly Rent allowable, and the actual Rent charged, for each Affordable Unit and each Workforce Unit; (f) any optional fees; (g) the calculated utility deduction; and (h) any other information requested by the City, in its reasonable discretion, to ensure compliance with the Approved Site Plan, this Declaration and Chapter 28, Article XV, Division 15, Code of Ordinances.

ARTICLE 6

ENFORCEMENT AND REMEDIES

If the Owner violates any of the terms, conditions, restrictions, warranties, covenants, obligations, or duties set forth in this Declaration, and such violation or breach remains uncured for a period

of 30 days after the City provides written notice thereof, the City shall be entitled, in its sole discretion, to any or all of the remedies described below:

a. If the City determines that the Owner has commenced corrective action in good faith and continues to diligently pursue such correction, and if the breach cannot be corrected within the initial 30-day period, the City may, at its reasonable discretion, allow the Owner an additional reasonable period of time to cure the breach. The City's discretion to grant such extensions shall not be unreasonably withheld, conditioned, or delayed, provided the Owner demonstrates substantial progress toward curing the breach and communicates regularly with the City regarding the status of corrective actions. The City's decision to grant an extension does not waive its right to pursue any other remedies under this Declaration.

b. The City may initiate code enforcement action and impose fines up to the maximum permitted pursuant to the City of Boca Raton Code of Ordinances and applicable state law, including fines for repeat violations.

c. The City may institute and prosecute any proceeding at law or in equity to abate, prevent, enjoin, or correct any such violation or attempted violation and to compel specific performance of this Declaration, including, but not limited to, requiring the Owner to offer Affordable Units and Workforce Units to Income Eligible Households, and, where applicable, ensure that such units are actually rented to qualifying tenants in accordance with this Declaration.

d. The City may, at its sole discretion, require the Owner to submit Compliance Reports more frequently than otherwise specified in Section 5.2 hereof, as deemed necessary to ensure adherence to this Declaration.

e. Should the City determine that a violation or breach requires additional monitoring of the Project, the City, in its sole discretion, may require the Owner to pay to the City a compliance monitoring fee to cover the costs of such supplemental monitoring. The City shall issue written fee statements to the Owner which shall be paid by the Owner within 30 days of receipt. Any fees not paid within the 30-day period shall accrue interest at the then-lawful rate, until paid in full.

f. In the event the City determines that the Owner has been in breach of this Declaration for greater than 30 consecutive days and has not been granted an extension of time to cure the breach as described herein, the Affordability Period shall be automatically extended for the duration of such breach, as determined by the City. If the City grants the Owner an additional period to cure the breach pursuant to the provisions of this Declaration, the automatic extension of the Affordability Period shall only apply if the breach remains uncured after the expiration of the extended cure period. Such automatic extensions shall be cumulative, such that each breach greater than 30 consecutive days shall result in a further automatic extension to the Affordability Period.

g. Any failure of the City to enforce this Declaration with respect to a particular violation shall not be deemed a waiver of the right to enforce the same or any other provision of this Declaration at any time, whether with respect to the same violation or a subsequent violation.

ARTICLE 7

COVENANTS RUN WITH THE LAND

Section 7.1. Covenants Run with the Land. All conditions, covenants, and restrictions (and all terms and provisions) contained in this Declaration shall be covenants running with the

land, and shall be binding upon the Property and any portion thereof, to the fullest extent permitted by law and equity, for the duration of the Affordability Period, as set forth in Article 3, and shall remain in effect until the expiration of this Declaration, as provided in Article 8, including any extensions pursuant to Article 6. These covenants shall benefit and be enforceable by the City, its successors, and assigns, against the Owner, its successors and assigns, and any party having any right, title, or interest in the Property or any portion thereof, as well as any party in possession of or occupying the Property or any portion thereof. If a portion or portions of the Property or the Project are conveyed, mortgaged, or otherwise encumbered by any lien or security interest, all of such covenants, conditions, and restrictions contained herein shall continue to apply to each portion of the Property or the Project.

Section 7.2 Notice of Transfer of Ownership In the event of a sale or transfer of ownership of the Property, Owner agrees to provide written notice within seven (7) days of the transfer to the City, including the contact information of the new Owner. The new Owner shall be bound by all terms, conditions, covenants, and restrictions of this Declaration. Nothing herein provides the City with the ability to prevent or in any way impair the Owner's right to sell or otherwise transfer any interest in the Property.

ARTICLE 8

RECORDATION, EFFECTIVE DATE, AND DURATION

Section 8.1 Recordation. This Declaration shall be recorded in the Official Records of Palm Beach County, Florida at the Owner's expense. The Owner shall ensure that the recording is completed promptly after the full execution of this Declaration. Owner shall provide a copy of the recorded instrument to the City within five (5) days of recordation.

Section 8.2 Effective Date. This Declaration shall become effective upon execution by both the Owner and the City. In no event shall this Declaration become effective until at least ten (10) days after the adoption of the resolution by the City Council authorizing its execution by the City.

Section 8.3 Duration. This Declaration, including all covenants, conditions and restrictions set forth herein shall, run with the Property and remain in full force and effect until the expiration of one (1) year after the end of the Affordability Period, as determined herein, including any extensions pursuant to Article 6. In no event, however, shall this Declaration terminate less than 30 years from the date on which the Certificate of Occupancy has been issued for all Affordable Units and Workforce Units in the Project, regardless of any earlier termination of other provisions.

ARTICLE 9

AMENDMENT

This Declaration, including any covenants, conditions, and restrictions contained herein, may not be amended, released, or terminated without the prior written consent of the City Manager of the City of Boca Raton. Any such amendment, release, or termination of this Declaration shall be recorded in the Official Records of Palm Beach County, Florida, at the Owner's expense.

ARTICLE 10

GENERAL CONDITIONS

Section 10.1 Severability. Invalidity of any of the provisions contained in this Declaration or of the application of any of the provisions contained in this Declaration to any person by judgment

or court order shall in no way affect any of the other provisions of this Declaration or the application of this Declaration to any other person and the same shall remain in full force and effect.

Section 10.2 Third Party Beneficiary. The City and the Owner are signatories to this Declaration and possess the full legal authority to enforce all terms and conditions set forth herein. Tenants and occupants of Affordable Units and Workforce Units shall be considered third-party beneficiaries of this Declaration solely for the purpose of enforcing provisions that directly affect their occupancy and the affordability requirements, but only against the Owner and not the City. No other person or entity shall be considered a third-party beneficiary of this Declaration or have any rights to enforce its provisions.

Section 10.3 Binding Effect. This Declaration shall be binding upon, and inure to the benefit of, the Owner, the City, and any future owners of the Property or any portion thereof, including their respective successors and assigns.

Section 10.4 Limitations. Nothing contained in this Declaration shall, in any way, be deemed to create any rights, benefits or obligations other than those expressly set forth in this Declaration. The provisions of this Declaration are intended solely for the benefit of the Owner, the City (without prejudice to any other legal rights or remedies available to the City), tenants or occupants of Affordable Units and Workforce Units (solely for the purposes and to the extent set forth in Section 11.2), and any future owner(s) of the Property or a portion thereof.

Section 10.5 Public Records: The City is a public agency subject to Chapter 119, Florida Statutes. If any records held by the Owner constitute public records as defined by Chapter 119, Florida Statutes, the Owner shall comply with Chapter 119 with respect to those records. Additionally, any records provided to the City, whether required under this Declaration or submitted voluntarily, shall also be subject to the provisions of Chapter 119, Florida Statutes.

Section 10.6 Indemnification. The Owner agrees to indemnify and hold harmless the City, its officers, employees, and agents from any and all claims, damages, losses, and expenses, including attorney's fees, arising from any action or enforcement related to the terms of this Declaration, including claims by Income Eligible Households seeking access to Affordable Units or Workforce Units. This indemnification shall survive the termination of this Declaration.

ARTICLE 11

NOTICE

All notices which may be given pursuant to this Declaration shall be in writing and shall be delivered by personal service or by certified mail return receipt requested, or by email with telephonic confirmation, addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Notices related to the sale or transfer of the Property, as specified in Section 7.2, must comply with the additional provisions therein.

[Owner Notice Information to be added on project basis]

City of Boca Raton
Land Records
201 West Palmetto Park Road

With copies to:
City Attorney's Office
201 West Palmetto Park Road

Boca Raton, Florida 33432

The Owner or the City may from time to time designate any other address for this purpose by written notice to the other party.

ARTICLE 12
OWNER'S REPRESENTATIONS

Owner represents to the City that the Owner is a [insert state] [insert corporate entity type] in good standing, duly formed and validly existing, qualified to do business in Florida, with full power and authority to enter into this Declaration. The execution of this Declaration by the Owner has been validly authorized, and as of the date of execution, this Declaration is a valid and binding obligation of the Owner, enforceable in accordance with its terms. The individual signing this Declaration is an authorized officer of the Owner and has full power and authority to execute and deliver this Declaration on behalf of the Owner and to cause the Owner to perform its obligations under this Declaration. The Owner has no actual knowledge of any fact or circumstance that would prevent the Owner from performing in accordance with this Declaration. Moreover, the Owner represents and warrants that all holders of any mortgages, liens, or other encumbrances against the Property, as well as any parties with rights to purchase the Property, have executed a Joinder, Consent, and Subordination attached hereto.

IN WITNESS WHEREOF, the Owner has duly executed this Declaration this ____ day of _____, 202__.

Signed, Sealed, and Delivered
in the presence of:

Witness Signature Date

Print Name

Witness Signature Date

Print Name

OWNER

By: Date

Print Name

Position

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged and subscribed before me by means of __ physical presence or __ online notarization this ____ day of _____, 202__ by _____ who is personally known to me or has produced _____ as identification, who being duly sworn, deposes and says the aforementioned is true and correct to the best of his or her knowledge.

[Notary Seal]

Notary Public, State of Florida

Printed Name

My Commission Expires:

Accepted by:
CITY OF BOCA RATON,
a Florida municipal corporation

By: _____
Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
City Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged and subscribed before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2024 by George S. Brown, as City Manager of the City of Boca Raton, Florida, who is personally known to me or has produced _____ as identification, who being duly sworn, deposes and says the aforementioned is true and correct to the best of his or her knowledge.

Notary Public, State of Florida

My Commission Expires:

(Seal/Stamp)

JOINDER, CONSENT AND SUBORDINATION

The undersigned hereby certifies that _____ is the holder of a mortgage, lien or other encumbrance upon the Property, and that the undersigned hereby joins in and consents to the Declaration of Covenants and Restrictions by the Owner thereof and

agrees that its mortgage, lien or other encumbrance and any and all interest(s) thereunder, which is recorded in Official Records Book _____, Page _____, of the Public Records of Palm Beach County, Florida, shall be subordinated to the foregoing Declaration.

Signed, Sealed, and Delivered in the presence of:

Witness Signature Date

Print Name

Witness Signature Date

Print Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged and subscribed before me by means of ___ physical presence or ___ online notarization this ____ day of _____, 202__ by who is personally known to me or has produced _____ as identification, who being duly sworn, deposes and says the aforementioned is true and correct to the best of his or her knowledge.

[Notary Seal]

Notary Public, State of Florida

Printed Name

My Commission Expires:

Exhibit "A"

Legal Description of the Property

EXHIBIT "B"

Tenant Information and Affordability Calculation Requirements

The Owner must collect the names and ages, total annual income, and number of household members of tenants in Affordable Units and Workforce Units. Additionally, the Owner must determine the Rent for each Affordable Unit or Workforce Unit, which shall not exceed the rent limits, adjusted by the number of bedrooms in the unit and by household size, as published periodically by FHFC for the WPB-Boca Area in accordance with Section 420.0004, Florida Statutes.

Since utility costs are part of the rent affordability calculation as defined in Section 420.0004, Florida Statutes, the Owner must determine and apply a "utility deduction" for the affordable units, as applicable. The Owner shall calculate the utility deduction as specified in Section 5.1(c) of this Declaration (the utility deduction does not need to be calculated for each individual unit). This information must be provided to the City at initial lease-up, and triennially thereafter for all occupied affordable units.

Owner shall determine triennially the utility calculation deduction amounts (for those utilities not included in the monthly Rent) for each type of Affordable Units and/or Workforce Units based on quantifiable or analyzed data to be the accurate representation of monthly utilities for the specified leased unit.

Project Monitoring

Monitoring Master File: The Owner shall maintain a master file on the CMID project. This includes a copy of the Restrictive Covenant, all reports provided to the City by the Owner that detail tenant eligibility, unit affordability, and all monitoring reports that may apply to the project, including other agencies, if any.

Monitoring Fee: The Owner is required to pay a monitoring fee per monitored Affordable Unit and Workforce Unit, which monitoring fee shall be an amount adopted in the City's Municipal Facilities and User Fee Schedule. The fee must be paid thirty (30) days before the scheduled date of the City's monitoring.

Documentation from Property Owner: The City will notify the Owner about the monitoring visit at least sixty (60) days in advance. No less than thirty (30) days prior to this monitoring, the Owner must provide the following, but not limited to:

- Documentation of income eligibility determination in accordance with 24 CFR Part 5 for each Income Eligible Household in an Affordable Unit or Workforce Unit.
- A completed initial and renewal certification of income eligibility for each Income Eligible Household in an Affordable Unit or Workforce Unit using the attached tenant income certification (TIC) form and including required documentation of household income and assets that generate income.
- The current lease for each Income Eligible Household occupying an Affordable Unit or Workforce Unit.
- Documentation that the tenant Rent (less utility allowance) is either Affordable or Workforce Affordable, as applicable, and does not exceed the Affordable or Workforce Affordable rent limits published periodically by the FHFC.
- Documentation that the Income Eligible Household's Rent has appropriately included the applicable utility allowance amount.

- Documentation on recent inspection history of the Affordable Unit or Workforce Unit. Where none exist, the City may exercise the option to perform inspections thereof.

Monitoring Sampling Size: the City, at its discretion, shall select a sample of no less than fifty percent of the affordable or workforce residential units for income eligibility and rent affordability compliance.

Frequency of Monitoring: the City at its discretion, shall determine the monitoring frequency of the Project to ensure compliance with the affordability requirements. At a minimum, this will occur at lease-up, and every three years thereafter.

Noncompliance

The City will provide a monitoring report to the Owner documenting compliance or noncompliance. Where noncompliance is noted, the report will identify and provide directions for corrective action to be taken by the Owner within a specified timeframe.

Addressing Types of Affordability Noncompliance:

- Household income of an occupied affordable unit is not in compliance with Section 420.0004, Florida Statutes: Where an Affordable Unit or Workforce Unit is deemed in noncompliance as the result of incorrect income calculations or where the income of the household exceeds the applicable income limit defined in pursuant to this Declaration, the Owner must substitute the unit.
- Household income of an occupied Affordable Unit or Workforce Unit increases above the applicable Income Eligible Household limits: Once a household in a current Affordable Unit experiences an increase in household income that exceeds 120% of the area median income as published by the, or a household in a Workforce Unit experiences an increase in household income that exceeds 140% of the area median income as published by the FHFC, occupancy of the tenant shall be governed by Section 4.5 of this covenant.
- Income calculations are incorrect, but the household is still income eligible: Correct the tenant income certification form to show accurate information about household income. Owner shall obtain technical assistance on the specifics of why the calculations were incorrectly done and mandate general income calculation training for the Owner staff.
- Rent is too high: If Rent, including the utility allowance, for an Affordable Unit or Workforce Unit is discovered to exceed the definition of Affordable or Workforce Affordable, as applicable, including the utility allowance, the Owner must refund the amount of the overpayment to the tenant within thirty (30) days. Alternatively, and if acceptable to the Tenant, the amount that exceeded all past Rent payments may be addressed by reducing the Rent in future months, within the current lease period, in an amount equal to the overpayment. The repayment method shall be documented in writing.
- Unit(s) are substandard: If Affordable Units or Workforce Units are deemed or found to be Substandard Units, the Owner shall, within fifteen (15) days' notice, make repairs to bring the unit into compliance or relocate the Income Eligible Household to another residential unit that is in compliant condition if necessary. The Owner shall pay or compensate the Income Eligible Household the cost of such relocation pertaining to vacating and/or

returning to the unit. Any relocation arrangements shall be in writing and shall include the relocation terms and conditions, schedule and payment amount.

**TENANT APPLICATION FOR
AFFORDABLE/WORKFORCE HOUSING AT: INSERT PROJECT NAME**

Head of Household Name:			
Phone:			
Street Address:			
City:			State/Zip:
Mailing Address:			
City:			State/Zip:

Household Members:

Name(s)	Social Security #	Date of Birth	Relationship to Applicant

Co-Applicant or any other household member, age 18 or older, a full-time student?

If yes, please list: _____

Employment Information:

Employee Name:		Employer Name:	
Position:		Supervisor:	
Address/Phone:		Time Employed:	
Pay Rate:		Pay Frequency:	
Annual Income (gross salary, overtime, tips, bonuses, etc.): \$			
Employee Name:		Employer Name:	
Position:		Supervisor:	
Address/Phone:		Time Employed:	

Pay Rate:	Pay Frequency:
Annual Income (gross salary, overtime, tips, bonuses, etc.): \$	

NOTE: Attach additional sheets as necessary for all household members 18 years and over

Other Sources of Income (For ALL Household Members 18 and Over, List Business or Rental Net Income, earned income, Child Support, Alimony, Social Security, Unemployment or Workers Compensation, etc.)

Member Name	Type of Income	Gross Annual Amount

Assets and Asset Income (For ALL Household Members, Including Minors, List Checking and Savings Accounts, Virtual Currencies, CD, Bonds, Stocks, Equity in Properties, etc.)

Type of Asset	Asset Value	Account Number	Income from Asset

Applicant Certifications and Authorizations for Release of Information:

- I/we understand that section 817.03 of the Florida Statutes provides that willful false statements or misrepresentation concerning income, asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under sections 775.082 or 775.083 of the Florida Statutes.
- I/we further understand that any willful misstatement of information will be grounds for disqualification.
- I/we certify that the application information provided is true and complete to the best of my/our knowledge.
- I/we consent to the disclosure of information for the purpose of income verification related to making a determination of my/our eligibility for an Affordable Unit or Workforce Unit.
- I/we hereby authorize the release of information without liability regarding my/our employment, income, and/or assets to _____, for the purposes of verifying the information provided as part of this application.
- I/we understand that this information may include, but is not limited to, employment history, hours worked, salary and payment frequency, commissions, bonuses, checking/savings account balances, Social Security benefits, pensions, disability, and other forms of income or assets.
- Organizations and individuals that may be asked to provide verification include, but are not limited to: Past/Present Employers, Banks/Financial Institutions, State Unemployment Agencies, Social Security Administration, Welfare Agencies, Alimony/Child Support Providers, Veterans Administration, and others.
- I/we agree that a photocopy of this authorization may be used for the purposes stated above. I/we understand that I/we have the right to review this file and correct any information found to be inaccurate.
- I/we agree to provide any documentation needed to assist in determining eligibility and are aware that all information and documents provided are a matter of public record.
- Note - This general consent may not be used to request a copy of a tax return. If one is needed, contact your local IRS office for Form 4506, "Request for Copy of Tax Return," and prepare and sign separately.

Signatures:

Applicant: _____	Date: _____
Co-Applicant: _____	Date: _____
Household Member (18 or Over): _____	Date: _____
Household Member (18 or Over): _____	Date: _____
Household Member (18 or Over): _____	Date: _____
Household Member (18 or Over): _____	Date: _____

**TENANT INCOME CERTIFICATION FOR
AFFORDABLE/WORKFORCE HOUSING AT: INSERT PROJECT NAME**

A. Tenant Information (select one)

☐ First Year Tenant Lease Date: _____
☐ Existing Tenant Initial Lease Date: _____

B. Certification Information (select one)

☐ Initial Certification (IC) Effective Date: _____
☐ Renewal Certification (RC) Effective Date: _____

C. Household Information: Include all household members

Member	Full Name	Relationship to Head	Age
1		HEAD	
2			
3			
4			
5			
6			
7			
8			

D. Assets: All household members including assets owned by minors

Member	Asset Description	Cash Value	Actual Income from Asset
1			
2			
3			
4			
5			
6			
7			
8			
Total Cash Value of Assets		D(a) \$	
Total Income from Assets		D(b)	\$
If line D(a) is greater than \$50,000, add the actual income from any assets for which actual income can be calculated, then calculate the imputed income for the assets where actual income cannot be calculated by multiplying the amount of assets where actual income cannot be calculated by the HUD rate (.40%). Add amounts and enter results in D(c), which must be counted on page two alongside other sources of household income.		D(c)	\$

E. Annual Income: Includes unearned income and support paid on behalf of minors.

Member					Asset Income
1					Enter the greater of box D(b) or box D(c) above in box E(e) below
2					
3					
4					
5					
6					
7					
8					
	(a)	(b)	(c)	(d)	(e)
Totals					
Enter total of items E(a) through E(e). This is the annual household income.					\$

F. Recipient Statement: The information on this form is to be used to determine maximum income for eligibility. I/we certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury. **WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

_____	Date _____
Signature of Head of Household	
_____	Date _____
Signature of Spouse or Co-Head of Household	
_____	Date _____
Signature of Household Member (over 18 years)	
_____	Date _____
Signature of Household Member (over 18 years)	
_____	Date _____
Signature of Household Member (over 18 years)	
_____	Date _____
Signature of Household Member (over 18 years)	

- G. **Property Management Staff Statement:** Based on the representations herein, and upon the proofs and documentation submitted, the family or individual(s) named in item C of this Resident Income Certification is/are eligible, the family or individual(s) constitute(s) a: (check one)

Moderate Income (MI) Household means individuals or families whose annual income is less than 120% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size.

Maximum Income Limit: _____

121% - 140% Household means individuals or families whose annual income does not exceed 140% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size.

Maximum Income Limit \$ _____.

Based upon the INSERT YEAR income limits for West Palm Beach-Boca Raton, Florida HMFA published by the Florida Housing Finance Corporation.

Current Income and Rent Limits Chart

Include the income and rent limits chart annually generated by the Florida Housing Finance Corporations for its rental programs, found here: <https://www.floridahousing.org/Owners-and-managers/compliance/income-limits>. This document is often updated in April or May, but can be released at any time during throughout the year. Owner is solely responsible for obtaining and using the correct income and rent limits.

Signature of the Owner Staff:

Signature _____

Date _____

Name _____

Title _____

PROJECT NAME Household Income and Rent Calculations Worksheet			
Client Name: _____		Lease Term: _____	
Client Unique ID: _____		Unit Bedroom Count: _____	
Calculation Date: _____			
Check Applicable Box: ☐ Initial Calculation ☐ Recertification Calculation			
1)	TENANT RENT CALCULATION a. Annual Gross Income for Entire Household. (From the executed Income Certification Form) \$0 b. Monthly Gross Income for Entire Household. (From Line 1a divided by 12) \$0 c. FHFC Designated Maximum Fair Market Rent. \$0 d. Total Monthly Contract Rent Amount. \$0		
2)	UTILITY ALLOWANCE PER PROGRAM GUIDELINES. (As applicable) <i>Complete Line 24 ONLY if tenant is required to pay for utilities directly to any utility company, and utilities are NOT paid by the landlord as part of the total contract rent amount. A Utility Allowance is a credit, based on a local estimation of utility costs for the unit size and type, intended to lower the client's rent portion in order for them to pay the utilities for which they are responsible. NO additional utility assistance may be provided to the tenant.</i> \$0		
3)	OPTIONAL LEASE CHARGES: (If applicable) These are charges the tenant agrees to pay in addition to their base lease amount. They may include pet fees, additional parking spots or other voluntary fees. a. Pet Fee \$0 b. Additional Parking Spot \$0 c. Other (Please List): \$0 d. Other (Please List): \$0 e. Total Optional Charges. (Total of lines 3a through 3d) \$0		
4)	TENANT RENT TO LANDLORD. (Line 1e plus 3e, minus Line 2) \$0		
Tenant Income and Rent Calculation Worksheet Signatures			
Tenant Signature: _____		Date: _____	
Staff Signature: _____		Date: _____	



CITY OF Boca Raton

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

September 17, 2026

TO: Jacob German, AICP
Senior Planner

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

RE: **Park Tower at Broken Sound**
PZSPA-2025-00025

This petition requests approval to redevelop an approximately 5.02-acre property located at 1075 NW Broken Sound Parkway. The existing site contains a one-story office building and a three-story office/warehouse building. The Applicant proposes to construct a new eight-story building with 97 multifamily dwelling units, 2,100 square feet of retail while retaining the existing three-story office/warehouse building. The multifamily residential component will be located on the eastern portion of the site. Ten percent (10%) of the 97 units will be designated as affordable, consistent with the Live Local Act. The Applicant is requesting a Commercial Industrial Multifamily Development (CIMD) site plan approval.

The site currently has one full-access driveway along NW Broken Sound Parkway classified as a minor driveway. The Applicant proposes adding a second driveway that will align with the existing three-legged intersection of NW Broken Sound Parkway and NW Broken Sound Boulevard. This new driveway will function as an intermediate driveway.

The project traffic consultant, JMD Engineering, Inc., prepared a traffic study dated September 17, 2026, and estimated the development's trip generation as provided below:

TRIP GENERATION Park Tower at Broken Sound				
Scenario		Trip Generation (trips)		
Development	Intensity	Daily	AM Peak Hour	PM Peak Hour
Existing Development Office Warehouse	70,830 SF 7,055 SF	702	98	92
Proposed Development Office Warehouse Retail Multifamily Residential	48,479 SF 6,267 SF 2,100 SF 97 DU	930	99	98
Net Difference in Trips (Proposed-Existing)		+228	+1	+6

The proposed development is expected to result in a net increase of 228 daily trips, 1 AM peak hour trips, and 6 PM peak hour trips. Based on the Palm Beach County (PBC) Traffic Division's review and approval letter (issued on August 04, 2025) the project met the PBC Traffic Performance Standards (TPS) Ordinance. The project is liable for fair share road impact fees.

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

1. No Building Permit for the site shall be issued after December 31, 2029 (Condition in the TPS letter, issued August 04, 2025).
2. Prior to the issuance of a main use building permit, the Applicant shall:
 - a. Submit water, sewer, paving, and drainage plans for on-site and off-site improvements which shall be reviewed and approved by City Staff Responsible for Public Works Review (PWR) and other required government agencies.
 - b. Provide a letter of credit or cash bond, in a form acceptable to the City Attorney, in an amount equal to 110% for the cost of construction of:
 - i. All off-site improvements;
 - ii. All activity in the public right-of-way; and
 - iii. All on-site improvements to be dedicated to the City and/or for public use.
 - c. Submit a construction sequencing plan ("Construction Sequencing Plan") detailing the sequencing and timing of all infrastructure, building(s), and other site improvements during PWR. The Construction Sequencing Plan shall include consideration of staging areas, construction parking, impacts on other areas of the property, maintenance of traffic, and any temporary use of right-of-way. The Construction Sequencing Plan shall be reviewed and approved by PWR.
 - d. Demonstrate that all onsite elements, including parking stall sizes, wheel stoppers, bike parking facilities, etc., as shown on the approved site plan, are consistent with the City's Engineering Design Standards Manual.
 - e. Submit certification by a design professional that the engineering plans for the parking structures are consistent with the City's Engineering Design Standards Manual and the Americans with Disabilities Act (ADA) and comply with the following:
 - i. Minimum of 84-inch vertical clearance throughout the parking structure;
 - ii. Minimum of 98-inch vertical clearance for any van accessible parking spaces and along a least one vehicle access route to such spaces from the entrance and exit;
 - iii. Minimum of 2-ft buffer distance between any parking stalls and adjacent walls and columns;
 - iv. Maximum 5% ramp with parking and maximum 10% ramp without parking;
 - v. Maximum 2% ramp for all handicapped parking spaces and accessible routes;
 - vi. Provision of pull alarms, panic buttons, and CCTV cameras;
 - vii. Electronic signage and/or mirrors at the entry/exit and transitions areas in the garage to properly warn vehicles of turning traffic flows within the garage; and,
 - viii. All double striped parking stalls.
 - f. Obtain approval of design plans and necessary permits from City Staff Responsible for Public Works Review (as applicable) to construct the following improvements:
 - i. A minimum eight (8) foot wide shared-use path, free of encroachments, along property frontage on Broken Sound Parkway, as depicted on the approved site plan.
 - ii. A new driveway connection at the NW Broken Sound Parkway/NW Broken Sound Boulevard intersection designed consistent with the approved site plan.
 - iii. Replace the existing stop signs with LED-enhanced stop signs.

- iv. Provide supplemental "STOP" pavement markings on the eastbound (EB), westbound (WB), and northbound (NB) approaches to reinforce the stop control.
 - v. Install "STOP AHEAD" warning signs with a flashing beacon on the EB, WB, and NB approaches to provide advance notification to motorists.
 - g. Execute and deliver to the City for recordation, along with applicable fees, in the forms attached hereto and acceptable to the City Attorney, the following:
 - i. A sidewalk/shared use path easement along Broken Sound Parkway for all sidewalk/shared use path pavement encroaching on the private property.
 - h. The owner and/or successor agree to indemnify and hold harmless the City of Boca Raton, its officers and employees for any claims, losses, damages, or injuries to any person arising from any construction, operation, maintenance, repair, or replacement of the public sidewalk or use of the easement.
 - i. Remit payment of all applicable impact fees pursuant to the Palm Beach County Unified Land Development Code, Article 13: "Impact Fee" Ordinance.
 3. No valet parking operations shall be allowed on this site as the site has not been designed to accommodate a valet service.
 4. The parking structure for this project does not include the installation of gates. If gates are proposed in the future, after the completion of this project, the owner or successor shall submit plans and obtain approval by the City Staff Responsible for Public Works Review.
 5. During construction of the buildings, any temporary closing or obstruction of public sidewalks or roadway lanes shall require advance approval from the City.
 6. Prior to the issuance of a Certificate of Occupancy, the Applicant shall:
 - a. Have all conditions completed and accepted by the City or appropriate jurisdiction(s) consistent with the approved Site Plan; and
 - b. Complete all construction, including all off-site improvements, as specified in condition 2.f., and have it accepted by the appropriate jurisdictions(s).
 7. One year following issuance of the Certificate of Occupancy (CO), an intersection operational and safety evaluation shall be conducted by a licensed Professional Engineer in the State of Florida and submit to the City for review. The traffic and safety evaluation shall include, at a minimum, a review of intersection operations, available gap-acceptance data, and the intersection's crash history following implementation of the four-way stop control. Based on the findings of the evaluation, the Applicant may be required to implement additional operational, safety, and/or traffic-calming improvements in coordination with the Park of Broken Sound HOA. If the City determines that such improvements are required, the Applicant shall implement the required improvements within one (1) year of the date of the City's determination, in coordination with the Association. The Association's role shall be limited to coordination and shall not include any right to disapprove, deny, delay, or otherwise prevent the implementation of any improvements required by the City. The City staff determination shall be final and binding with respect to the improvements required under this provision.

cc: Zach Bihl, P.E., Director of Public Works and Engineering
Brandon Schaad, AICP, Director of Development Services
Naresh Machavarapu, P.E., City Traffic Engineer
Tamashbeen Rahman, AICP, Planning Administrator

\\Bedrock\Shared\MS\TRAFFIC\TRANSPORTATION PLANNING\Land Development\DR\APOC\Park Tower At Broken Sound CIMD\Engineering
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JMD ENGINEERING, INC.

EXECUTIVE SUMMARY PARK TOWER AT BROKEN SOUND

The site is located at 1075 Broken Sound Parkway NW in the City of Boca Raton, Florida. The site is located within the Park at Broken Sound (aka Arvida Park of Commerce (APOC)). The site plan indicates that there are currently 70,830 square feet of office and 7,055 square feet of warehouse on the site. The applicant proposes to add 97 multi-family residential units, 2,100 square feet of retail, reduce the office to 48,479 square feet and 6,267 square feet of warehouse.

Trip Generation

	Daily	AM Peak Hour			PM Peak Hour		
		<u>Total</u>	<u>In</u>	<u>Out</u>	<u>Total</u>	<u>In</u>	<u>Out</u>
Vested Net Trips	702	98	86	12	92	15	77
Proposed Project Net Trips	930	99	66	33	98	31	67
Difference	228	1	-20	21	6	16	-10

	Daily	AM Peak Hour			PM Peak Hour		
		<u>Total</u>	<u>In</u>	<u>Out</u>	<u>Total</u>	<u>In</u>	<u>Out</u>
Existing Driveway Trips	780	109	96	13	103	17	86
Proposed Project Driveway Trips	1,038	110	75	35	111	36	75
Difference	258	1	-21	22	8	19	-11

Driveway Classification and Turn Lane Requirement

Western Broken Sound Parkway NW Access (NEW)

This new driveway will be classified as an intermediate driveway and will align with the current intersection of Broken Sound Parkway and Broken Sound Boulevard and operate as a 4-way stop controlled intersection. The Code requires two 12-foot egress lanes and a 14-foot ingress lane with 4-foot median at intermediate driveways. The driveway will meet these requirements. A reservoir of 50 feet is required and 67.5 feet is provided. A 30-foot radius is provided and meets the code requirement of 20 feet. Code requires this driveway be a minimum of 125' from the existing eastern driveway and 178' is provided. No additional turn lanes are required at this driveway.

Eastern Broken Sound Parkway NW Access (EXISTING)

This driveway will be classified as a minor driveway. As this is a full access driveway the Code a 12-foot egress lane and a 12-foot ingress lane. The driveway will meet these requirements. A reservoir of 25 feet is



required and 67.5 feet is provided. A 30-foot radius is provided and exceeds the code requirement of 20 feet. No additional turn lanes are required.

Analysis

The project is insignificant on all links, and all links meet level of service thresholds.

Unsignalized Intersections

Although this project is insignificant, as discussed with staff, we reviewed the unsignalized intersection of Broken Sound Parkway NW with Broken Sound Boulevard and the eastern project driveway (analyzed as 100% occupied per staff). The analysis is attached to the report and shows that the Level of Service is D or better for all movements and the turn lanes will be adequate for both the AM and PM peak hours.

A separate analysis for the Palm Beach County Traffic Performance Standards Ordinance (TPSO) has been transmitted to Palm Beach County and approved.

Conclusion

This analysis demonstrates that the proposed Park at Broken Sound located at 1075 Broken Sound Parkway meets the requirements of Boca Raton with no traffic/transportation Technical Deviations or Engineering Variances required.



JMD ENGINEERING, INC.

Revised September 17, 2026
Revised June 18, 2026
Revised March 26, 2026
Revised March 2, 2026
Revised January 20, 2026
July 1, 2025

Naresh Machavarapu, P.E.
City of Boca Raton
2500 N.W. 1st Avenue
Building A, 3rd Floor
Boca Raton, Florida 33432

Re: Park Tower at Broken Sound
1075 Broken Sound Parkway NW
Site-Specific Traffic Analysis

Dear Mr. Machavarapu:

JMD Engineering, Inc. has prepared this Site-Specific analysis for the above-mentioned property. The site is located at 1075 Broken Sound Parkway NW in Boca Raton, Florida. The site is located within the Park at Broken Sound (aka Arvida Park of Commerce (APOC) and is shown in Figure 1.

The site plan indicates that there are currently 70,830 square feet of office and 7,055 square feet of warehouse on the site. The applicant proposes to add 97 multi-family residential units, 2,100 square feet of retail, reduce the office to 48,479 square feet and 6,267 square feet of warehouse.

Trip Generation

Trip generation for the existing site was calculated based on the vested office and warehouse square footage. Trip generation rates published by Palm Beach County and the Institute of Transportation Engineers (ITE) publication were utilized to determine the daily and peak hour traffic for the site.

As summarized in Table 1, the site is anticipated to have a net proposed trip generation potential of 930 daily trips, 99 AM peak hour trips and 98 PM peak hour trips. The new net external trips associated with the proposed development when compared to the vested use of the office and warehouse is 228 additional daily trips, 1 additional AM peak hour trip,



and 6 additional PM peak hour trips. These “new” trips must be analyzed for TPS compliance. The total driveway trips associated with the project are 1,038 daily trips, 110 AM peak hour trips, and 111 PM peak hour trips. Figure 2 shows the project assignment.

As requested by staff, Figure 3 illustrates the existing driveway assignment percentages and Figure 4 illustrates the proposed site driveway assignment percentages. The existing and proposed site trips from Table 1 were then applied as appropriate. Figure 5 is the total project driveway volumes.

A separate analysis for the Palm Beach County Traffic Performance Standards Ordinance (TPSO) has been transmitted to Palm Beach County for approval.

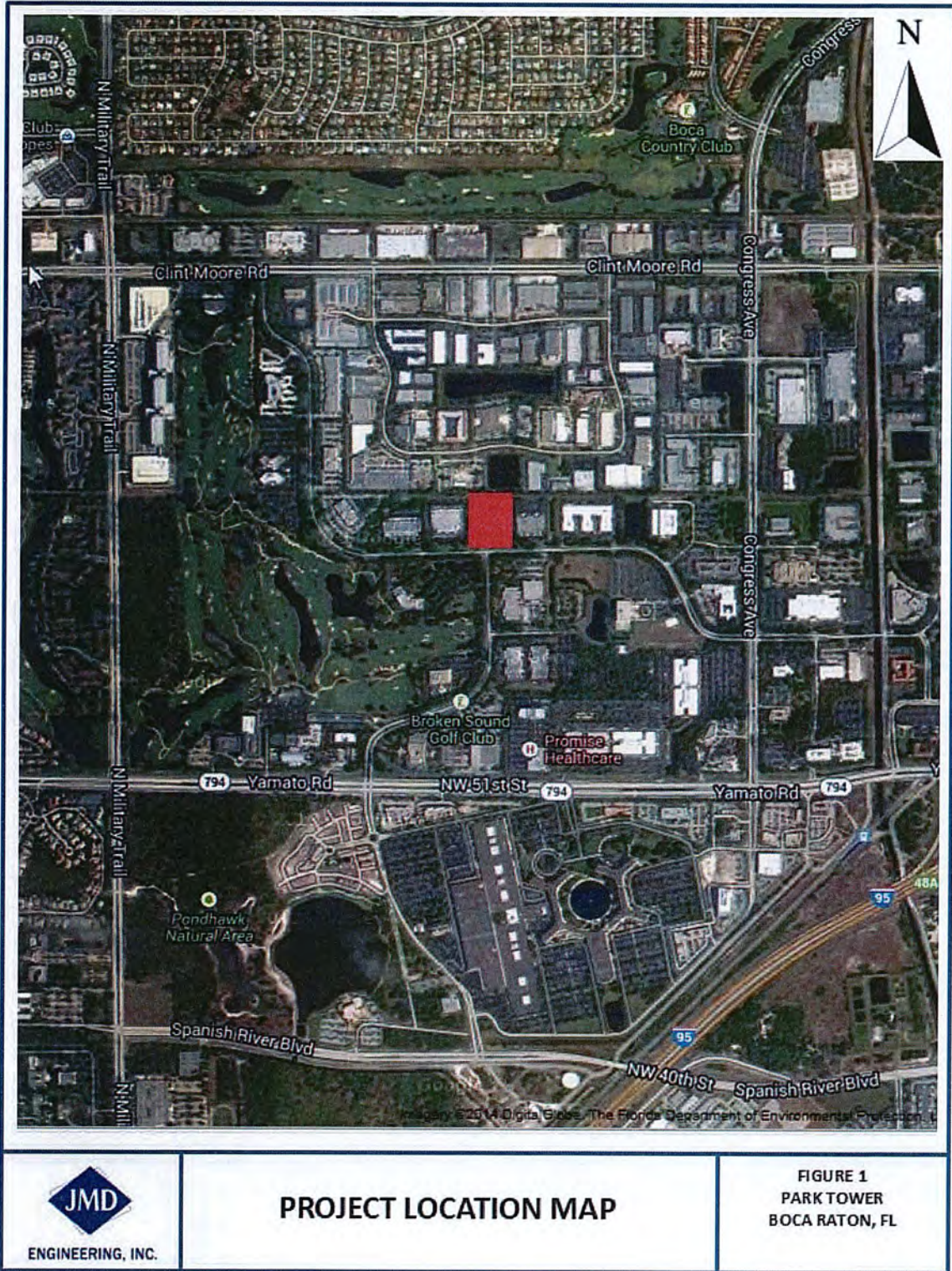


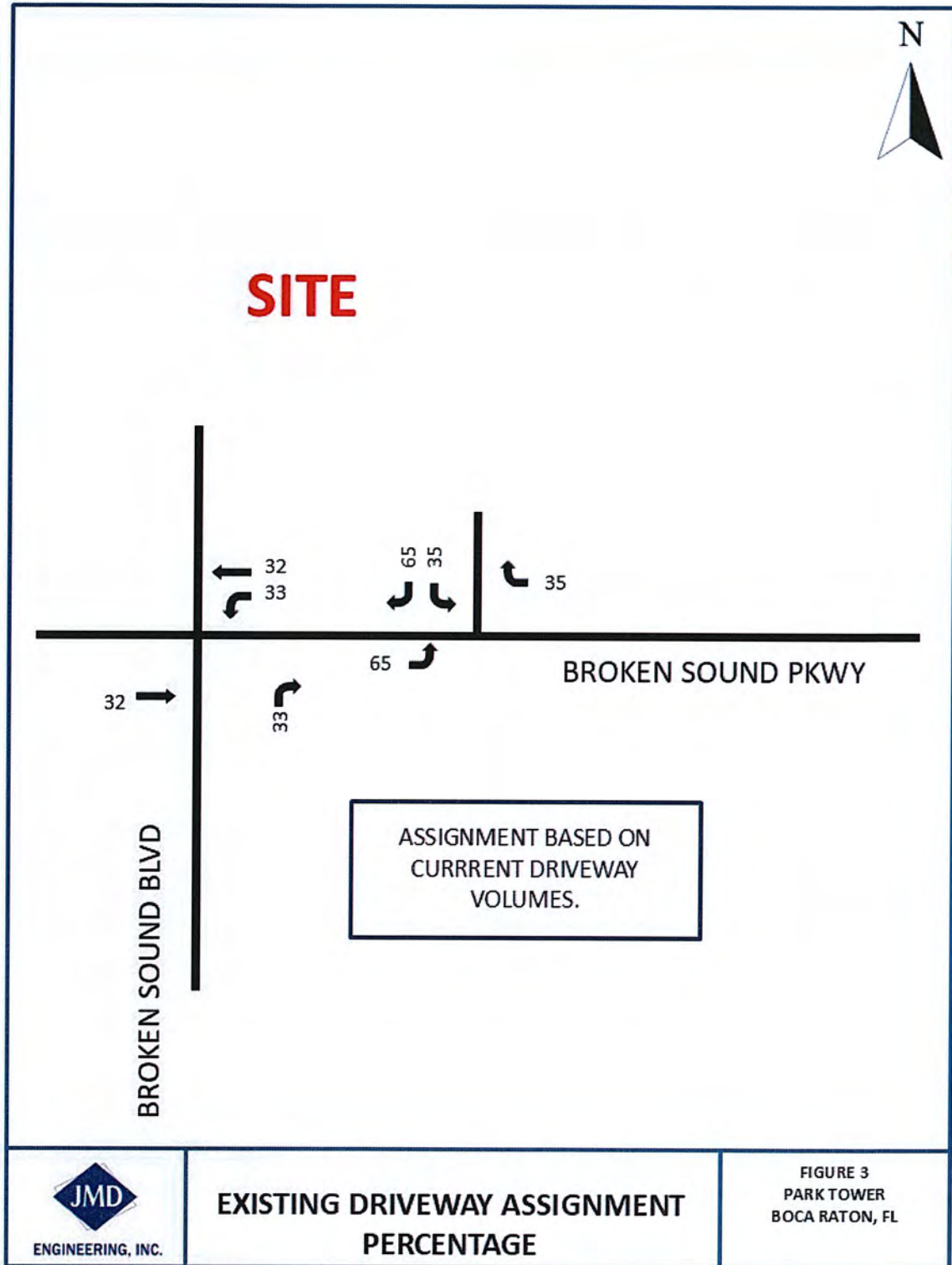
LAND USE	INTENSITY	DAILY	AM PEAK HOUR			PM PEAK HOUR		
			TOTAL	IN	OUT	TOTAL	IN	OUT
VESTED (BUILT > 5 YEARS AGO)								
OFFICE	70,830 SF	768	108	95	13	102	17	85
WAREHOUSE	7,055 SF	12	1	1	0	1	0	1
Subtotal		780	109	96	13	103	17	86
PASS-BY OFFICE	10%	77	11	10	1	11	2	9
PASS-BY WAREHOUSE	10%	1	0	0	0	0	0	0
Subtotal		78	11	10	1	11	2	9
NET EXISTING TRIPS		702	98	86	12	92	15	77
PROPOSED DEVELOPMENT								
OFFICE	48,479 SF	526	74	65	9	70	12	58
WAREHOUSE	6,267 SF	11	1	1	0	1	0	1
RETAIL	2,100 SF	114	5	3	2	14	7	7
APARTMENTS	97 UNIT	441	36	9	27	38	23	15
Subtotal		1,092	116	78	38	123	42	81
Internal Capture (5%D,5%AM,10%PM)								
OFFICE		26	3	2	1	3	1	2
RETAIL		6	2	1	1	4	2	2
APARTMENTS		22	1	0	1	5	3	2
PROPOSED DRIVEWAY TRIPS		54	6	3	3	12	6	6
		1,038	110	75	35	111	36	75
PASS-BY OFFICE	10%	50	8	7	1	7	2	5
PASS-BY WAREHOUSE	10%	0	0	0	0	0	0	0
PASS-BY RETAIL	63%	58	3	2	1	6	3	3
Subtotal		108	11	9	2	13	5	8
PROPOSED NET TRIPS		930	99	66	33	98	31	67
PROPOSED NET DRIVEWAY TRIPS		258	1	(21)	22	8	19	(11)
TPS NET NEW TRIPS		228	1	(20)	21	6	16	(10)

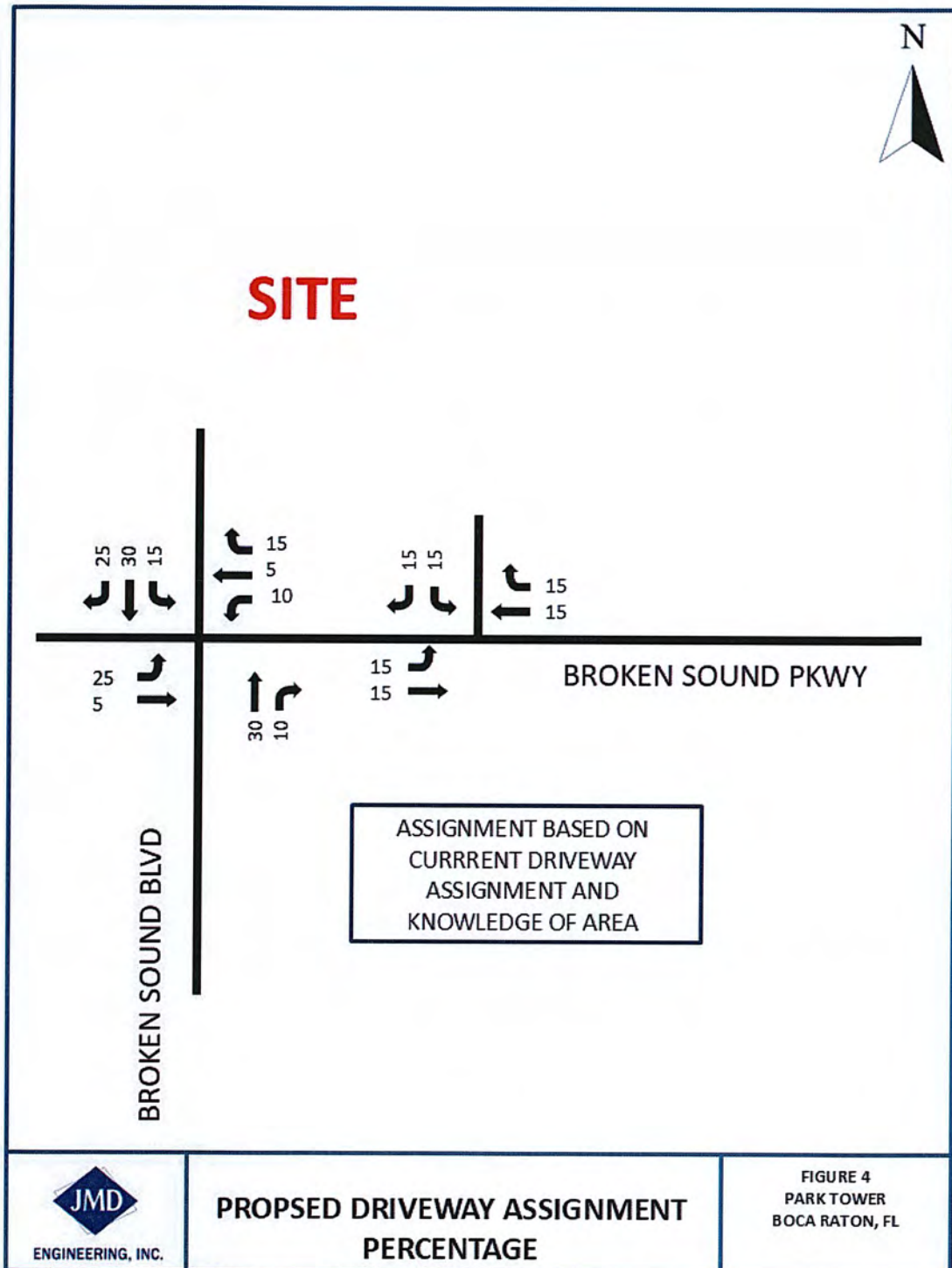
Landuse	ITE Code	Unit	Daily Rate/Equation	Pass-By %	AM Peak Hour		PM Peak Hour	
					In/Out	Rate/Equation	In/Out	Rate/Equation
Warehouse	150	1000 S.F.	1.71	10%	77/23	0.17	28/72	0.18
Multifamily Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	Dwelling Unit	4.54	0%	23/77	0.37	61/39	0.39
General Office (10k-250k SF GFA)	710	1000 S.F.	10.84	10%	88/12	1.52	17/83	1.44

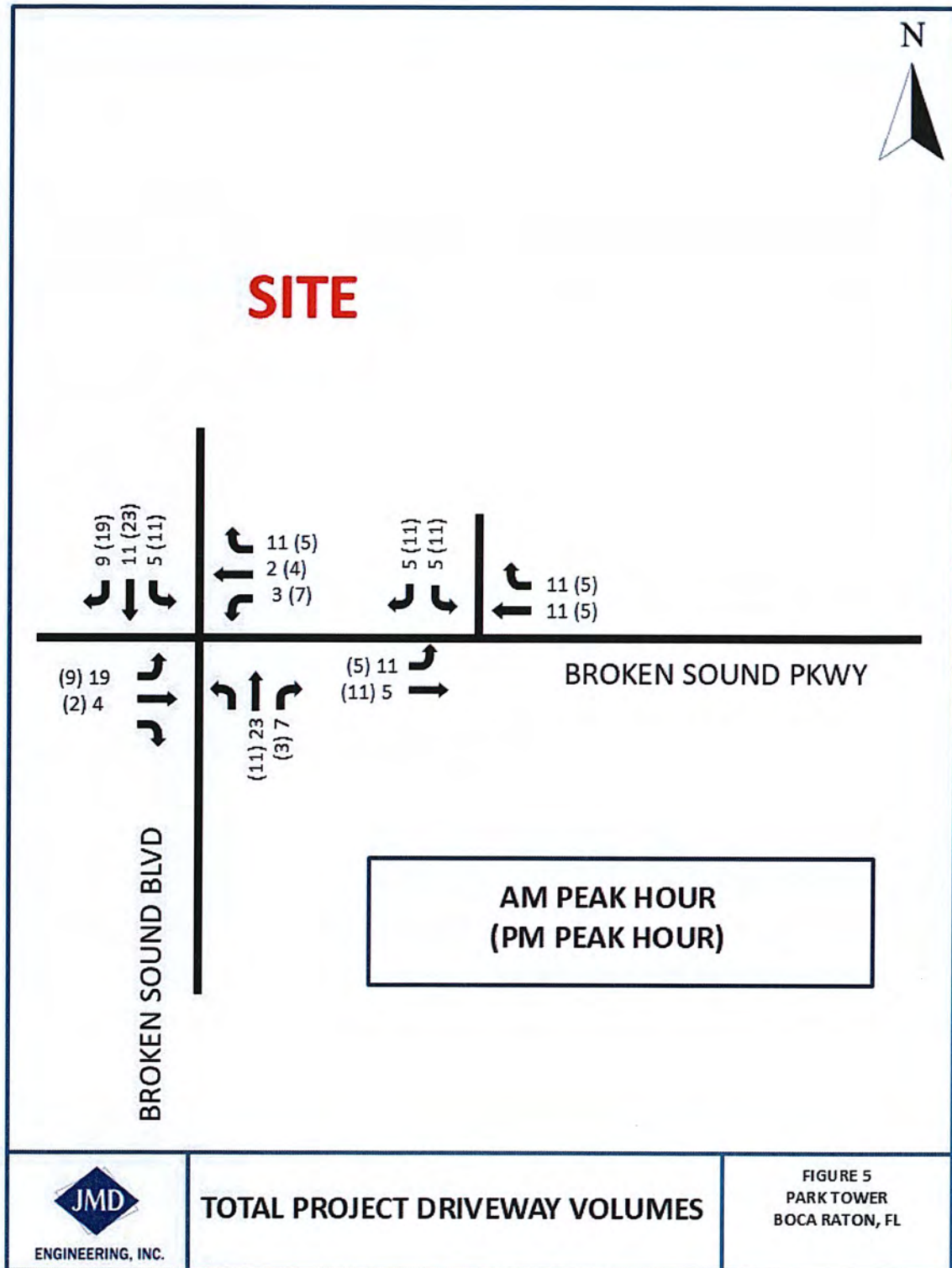
	Daily	AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out
Vested Net Trips	702	98	86	12	92	15	77
Proposed Project Net Trips	930	99	66	33	98	31	67
Difference	228	1	-20	21	6	16	-10

	Daily	AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out
Existing Driveway Trips	780	109	96	13	103	17	86
Proposed Project Driveway Trips	1,038	110	75	35	111	36	75
Difference	258	1	-21	22	8	19	-11











Driveway Classification and Turn Lane Requirement

The site will generate 110 AM peak hour driveway trips and 111 PM peak hour driveway trips that are distributed at the two full access driveways to Broken Sound Parkway NW. These volumes are added to existing counts at the driveways to derive total driveway volumes.

The Boca Raton Code provides for the classification of driveways as Minor, Intermediate, or Major and the determination of ingress turn lane requirements. The following criteria are used to classify driveways located in suburban Boca Raton:

1. Minor - Provides service for maximum peak hour volume of 50 vehicles.
2. Intermediate - Provides service for a peak hour volume from 51 to 200 vehicles.
3. Major - Provides service for a peak hour volume from 201 to 500 vehicles.

The proposed traffic volumes were compared to the City's standards to determine whether or not the driveways meet city requirements. The existing volumes are shown in Figure 6 (with 100% occupancy ITE applied at the existing driveway), the background traffic is shown in Figure 7 (with 100% occupancy ITE applied at the existing driveway), and the total volumes are shown in Figure 8.

West Broken Sound Parkway NW Access

This driveway will be classified as an intermediate driveway and will align with the current intersection.. The Code requires two 12-foot egress lanes and a 14-foot ingress lane with 4-foot median at intermediate driveways. The driveway will meet these requirements. A reservoir of 50 feet is required, and 65'11" is provided. A 30-foot radius is provided and meets the code requirement of 20 feet. No additional turn lanes are required at this driveway.

East Broken Sound Parkway NW Access

This driveway will be classified as a minor driveway. Because this is a full access driveway the Code a 12-foot egress lane and a 12-foot ingress lane. The driveway will meet these requirements. A reservoir of feet is 25 required, and 67'5" is provided. 30-foot radius is provided and exceeds the code requirement of 20 feet. No additional turn lanes are required.



Request For Two Driveways

The applicant is proposing a second driveway to the site that will align with the existing 3-legged intersection of Broken Sound Parkway NW and Broken Sound Boulevard NW. The site meets all the requirements of 23-191. In addition, the code states "*A joint access driveway shall constitute adequate access for any 2 adjacent plots and shall be encouraged. For a plot where more than 1 driveway is requested, the applicant shall submit a traffic report justifying the need, describing the internal circulation and parking system, and identifying the impact of the development of the plot and its proposed access facilities on the operation of the street system.*" The following is justification for the additional driveway.

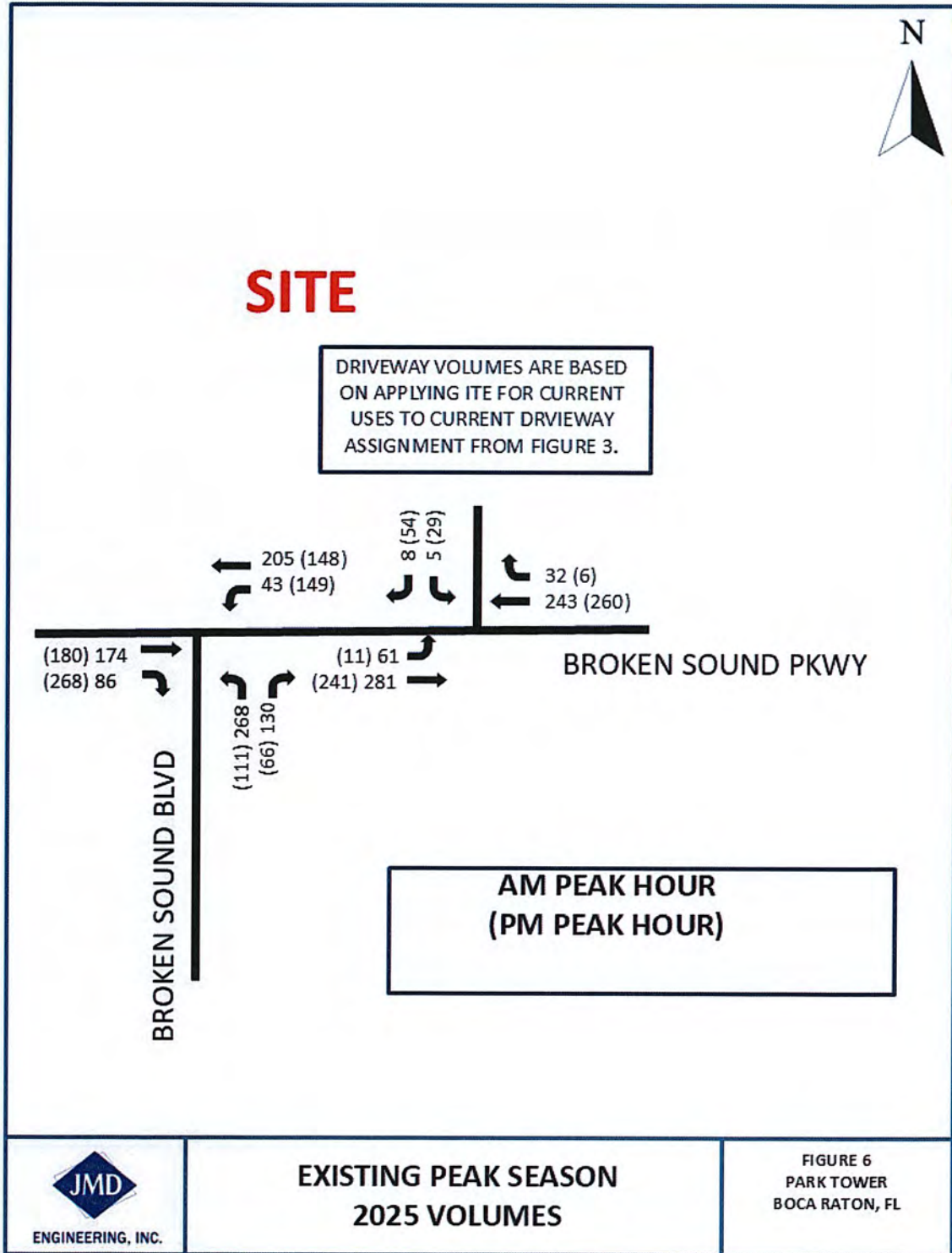
Per the proposed site plan, the site will have the residential on the east side of the property and remaining office on the west. The retail will be located in front of the residential building fronting Broken Sound Parkway NW. The existing east driveway is a shared driveway with the property to the east with an access easement provided. As such, the eastern driveway cannot be eliminated.

The residential and office have parking garages behind their buildings with surface parking also provided. There is a covered porte-cochere that connects the residential building to the retail building. The new driveway to the west will reduce the office traffic that would need to pass under the porte-cochere to utilize the east shared driveway and therefore improve the functionality and safety. While residents and employees can use which driveway they choose, by providing two driveways the ability to separate residential and office traffic is achieved.

The new driveway will convert the 3-way stop to a 4-way stop configuration. SYNCHRO analysis indicates that all approaches will operate and LOS C or better, and the Sim traffic model does not show any operational issues. A 4-way stop warrant analysis will be provided under separate cover and requested by Traffic Division staff.

The new driveway will allow vehicles to go directly north/south on Broken Sound Parkway NW. If only the eastern driveway is to be provided, additional left and right turn would be required.

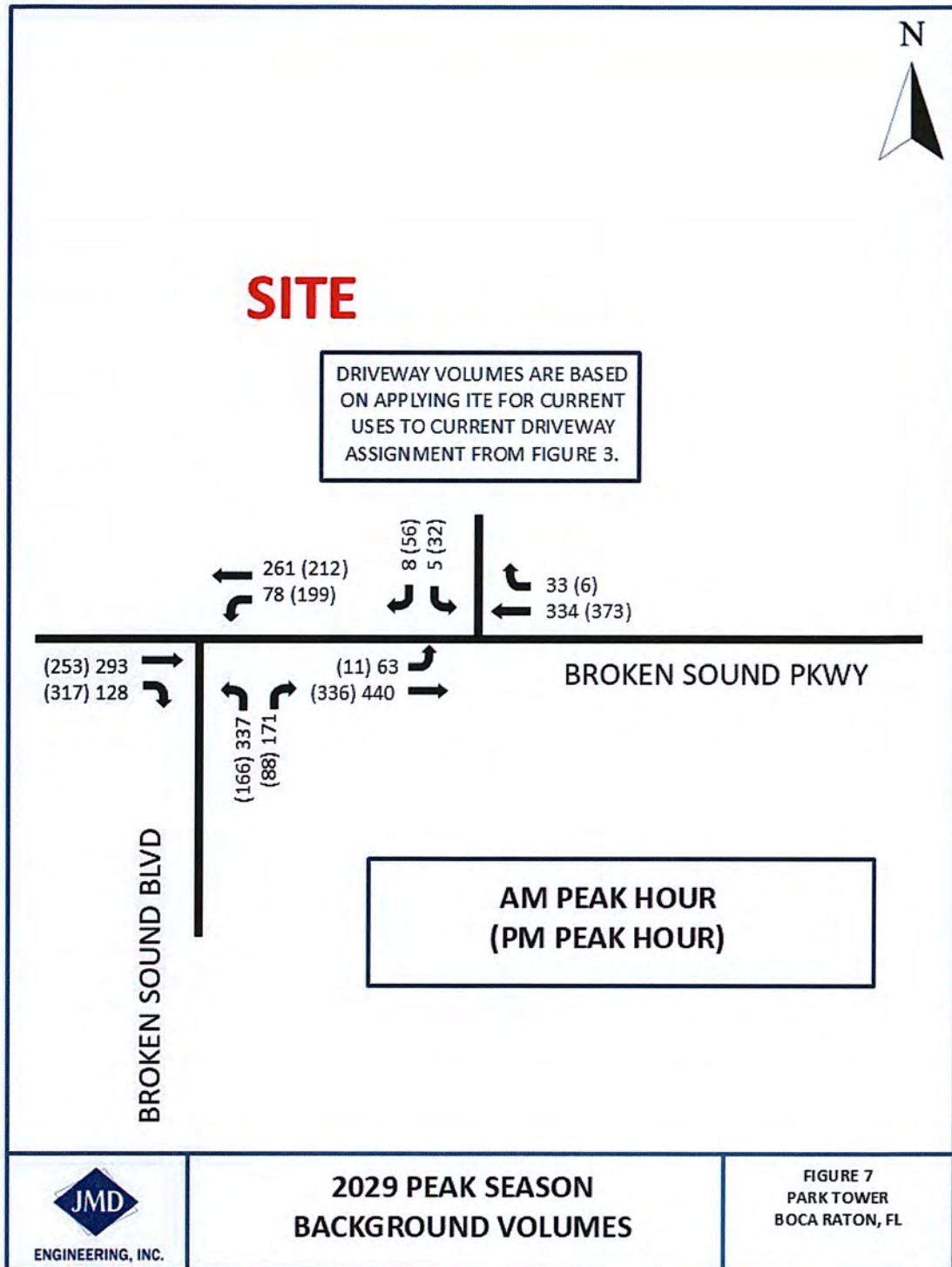
Given the information provided above, the additional driveway to the site is justified.

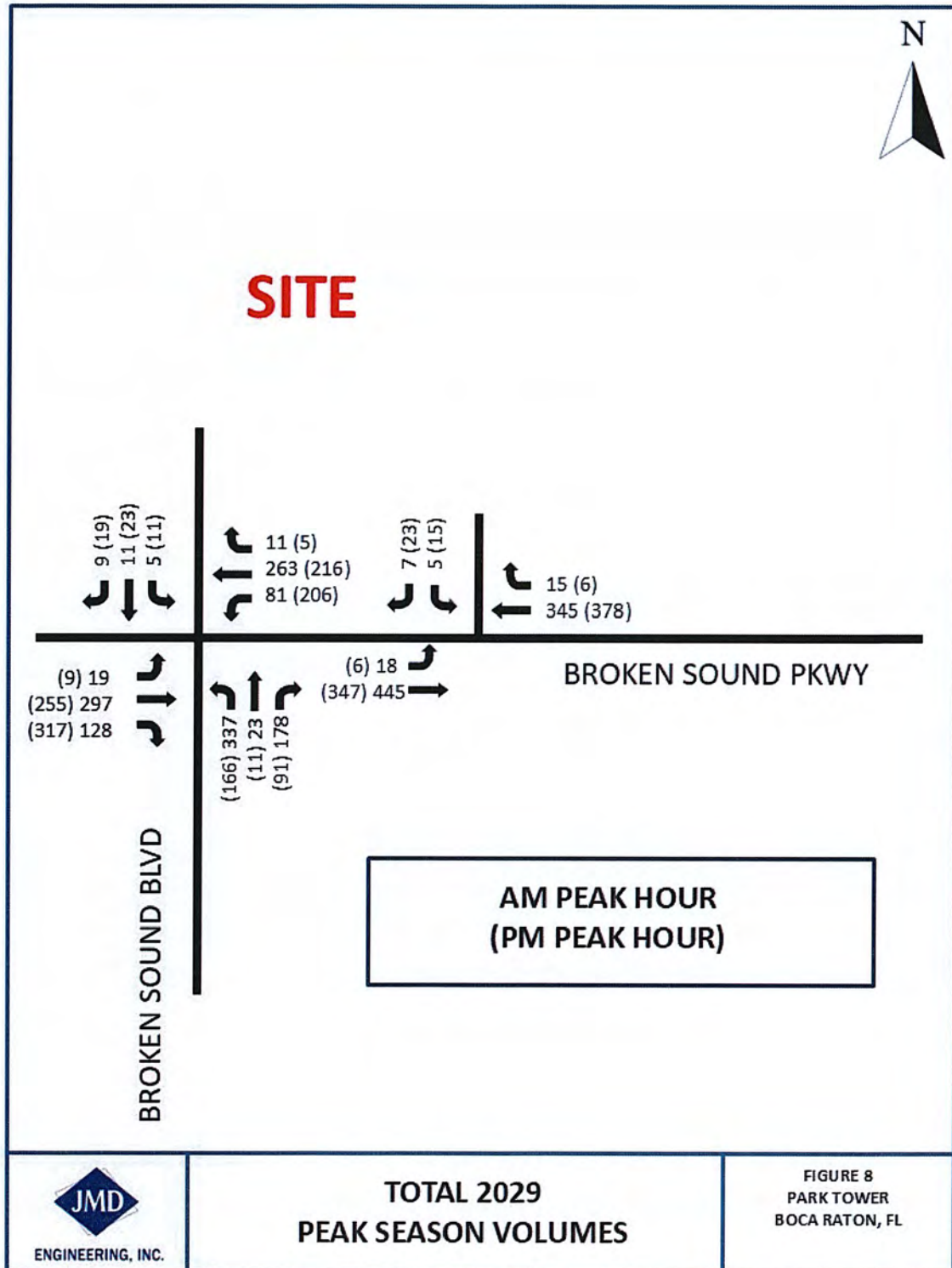


ENGINEERING, INC.

**EXISTING PEAK SEASON
2025 VOLUMES**

**FIGURE 6
PARK TOWER
BOCA RATON, FL**







LINK ANALYSIS

The project traffic significance is shown in Table 2 and Table 3 with the Test 1 analysis shown in Table 4 and Table 5. The project is insignificant on all links, and all links meet level of service thresholds.

INTERSECTION ANALYSIS

Unsignalized Intersections

Although this project is insignificant, as discussed with staff, we reviewed the unsignalized intersection of Broken Sound Parkway NW with Broken Sound Boulevard and the east project driveway. The analysis is attached to the report and shows that the LOS D or better for all movements storage provided at the turn lanes will be adequate for both the AM and PM peak hours. Please see Level of Service Table 6 and Table 7.



ROADWAY	FROM	TO	LANES	DIRECTION	CAPACITY	PROJECT TRAFFIC				
						PERCENT ASSIGNMENT	INBOUND OUTBOUND	PEAK HOUR TRIPS	PERCENT IMPACT	SIGNIFICANT IMPACT?
BROKEN SOUND PKWY	Clint Moore Road	Broken Sound Blvd NW	4LD	NB	1,770	30%	0	6	0.34%	NO
			4LD	SB	1,770	30%	1	0	0.00%	NO
	Broken Sound Blvd NW	Congress Avenue	4LD	EB	1,770	30%	0	6	0.34%	NO
			4LD	WB	1,770	30%	1	0	0.00%	NO
BROKEN SOUND BLVD NW	Yamato Road	Broken Sound Pkwy	4LD	NB	1,770	40%	1	0	0.00%	NO
			4LD	SB	1,770	40%	0	9	0.51%	NO
MILITARY TRAIL	Linton Blvd	Clint Moore Road	6LD	NB	2,680	5%	0	2	0.07%	NO
			6LD	SB	2,680	5%	1	0	0.00%	NO
	Yamato Road	Clint Moore Road	6LD	NB	2,680	5%	1	0	0.00%	NO
			6LD	SB	2,680	5%	0	2	0.07%	NO
	Yamato Road	Spanish River Blvd	6LD	NB	2,680	5%	1	0	0.00%	NO
			6LD	SB	2,680	5%	0	2	0.07%	NO
CLINT MOORE ROAD	Jog Rd	Military Trail	4LD	EB	1,960	15%	1	0	0.00%	NO
			4LD	WB	1,960	15%	0	4	0.20%	NO
	Military Trail	Congress Avenue	6LD	EB	2,680	25%	1	0	0.00%	NO
			6LD	WB	2,680	25%	0	6	0.22%	NO
	Congress Avenue	NW 2nd Avenue	4LD	EB	1,860	5%	0	2	0.11%	NO
			4LD	WB	1,860	5%	1	0	0.00%	NO
YAMATO ROAD	St. Andrew's	Military Trail	6LD	EB	2,940	10%	1	0	0.00%	NO
			6LD	WB	2,940	10%	0	3	0.10%	NO
	Military Trail	Broken Sound Blvd	8LD	EB	3,590	20%	1	0	0.00%	NO
			8LD	WB	3,590	20%	0	5	0.14%	NO
	Broken Sound Blvd	Congress Avenue	8LD	EB	3,590	20%	0	5	0.14%	NO
			8LD	WB	3,590	20%	1	0	0.00%	NO
	Congress Avenue	I-95	8LD	EB	3,590	40%	0	9	0.25%	NO
			8LD	WB	3,590	40%	1	0	0.00%	NO
CONGRESS AVENUE	NW 82 Street	Clint Moore Road	6LD	NB	2,680	20%	0	5	0.19%	NO
			6LD	SB	2,680	20%	1	0	0.00%	NO
	Clint Moore Road	Broken Sound Parkway	6LD	NB	2,680	5%	0	2	0.07%	NO
			6LD	SB	2,680	5%	1	0	0.00%	NO
	Broken Sound Parkway	Yamato Road	6LD	NB	2,680	25%	1	0	0.00%	NO
			6LD	SB	2,680	25%	0	6	0.22%	NO

ROADWAY	FROM	TO	LANES	DIRECTION	CAPACITY	PROJECT TRAFFIC				
						PERCENT ASSIGNMENT	INBOUND OUTBOUND	PEAK HOUR TRIPS	PERCENT IMPACT	SIGNIFICANT IMPACT?
BROKEN SOUND PKWY	Clint Moore Road	Broken Sound Blvd NW	4LD	NB	1,770	30%	0	0	0.00%	NO
			4LD	SB	1,770	30%	1	5	0.28%	NO
	Broken Sound Blvd NW	Congress Avenue	4LD	EB	1,770	30%	0	0	0.00%	NO
			4LD	WB	1,770	30%	1	5	0.28%	NO
BROKEN SOUND BLVD NW	Yamato Road	Broken Sound Pkwy	4LD	NB	1,770	40%	1	6	0.34%	NO
			4LD	SB	1,770	40%	0	0	0.00%	NO
MILITARY TRAIL	Linton Blvd	Clint Moore Road	6LD	NB	2,680	5%	0	0	0.00%	NO
			6LD	SB	2,680	5%	1	1	0.04%	NO
	Yamato Road	Clint Moore Road	6LD	NB	2,680	5%	1	1	0.04%	NO
			6LD	SB	2,680	5%	0	0	0.00%	NO
	Yamato Road	Spanish River Blvd	6LD	NB	2,680	5%	1	1	0.04%	NO
			6LD	SB	2,680	5%	0	0	0.00%	NO
CLINT MOORE ROAD	Jog Rd	Military Trail	4LD	EB	1,960	15%	1	3	0.15%	NO
			4LD	WB	1,960	15%	0	0	0.00%	NO
	Military Trail	Congress Avenue	6LD	EB	2,680	25%	1	4	0.15%	NO
			6LD	WB	2,680	25%	0	0	0.00%	NO
	Congress Avenue	NW 2nd Avenue	4LD	EB	1,860	5%	0	0	0.00%	NO
			4LD	WB	1,860	5%	1	1	0.05%	NO
YAMATO ROAD	St. Andrew's	Military Trail	6LD	EB	2,940	10%	1	2	0.07%	NO
			6LD	WB	2,940	10%	0	0	0.00%	NO
	Military Trail	Broken Sound Blvd	8LD	EB	3,590	20%	1	4	0.11%	NO
			8LD	WB	3,590	20%	0	0	0.00%	NO
	Broken Sound Blvd	Congress Avenue	8LD	EB	3,590	20%	0	0	0.00%	NO
			8LD	WB	3,590	20%	1	4	0.11%	NO
	Congress Avenue	I-95	8LD	EB	3,590	40%	0	0	0.00%	NO
			8LD	WB	3,590	40%	1	7	0.19%	NO
CONGRESS AVENUE	NW 82 Street	Clint Moore Road	6LD	NB	2,680	20%	0	0	0.00%	NO
			6LD	SB	2,680	20%	1	4	0.15%	NO
	Clint Moore Road	Broken Sound Parkway	6LD	NB	2,680	5%	0	0	0.00%	NO
			6LD	SB	2,680	5%	1	1	0.04%	NO
	Broken Sound Parkway	Yamato Road	6LD	NB	2,680	25%	1	4	0.15%	NO
			6LD	SB	2,680	25%	0	0	0.00%	NO



TABLE 4 PARK TOWER AT BROKEN SOUND TEST 1 - LEVEL OF SERVICE PEAK HOUR, PEAK DIRECTION ANALYSIS - AM PEAK HOUR (2029)														
ROADWAY TO FROM	LANES	DIRECTION	LOS	CAPACITY	24/25 EXISTING VOLUME	HISTORICAL GROWTH RATE	COMMITTED OPTION 1		COMMITTED OPTION 2		MAXIMUM COMMITTED TRAFFIC	PROJECT TRIPS	2029 TOTAL TRIPS	MEET LOS?
							COMMITTED TPS TRAFFIC	1% GROWTH	COMMITTED TRIPS + 1%	MAX GROWTH RATE				
CONGRESS AVENUE (YEAR 2024 COUNTS)														
CLINT MOORE ROAD - BROKEN SOUND	6LD	NB	2.980	1548	5.45%	184	79	263	470	470	2	2020	YES	
		SB	2.980	1505	5.45%	257	94	351	386	386	0	1441	YES	
BROKEN SOUND - YAMATO ROAD	6LD	NB	2.980	1548	5.45%	324	79	403	470	470	0	2018	YES	
		SB	2.980	1505	5.45%	244	94	330	376	376	5	1447	YES	
BROKEN SOUND PARKWAY (YEAR 2025 COUNTS)														
SITE - CONGRESS AVE	4LD	EB	1.770	304	1.00%	48	12	60	12	60	5	170	YES	
		WB	1.770	248	1.00%	45	10	55	10	55	0	103	YES	
SITE - CLINT MOORE ROAD	4LD	EB	1.770	304	1.00%	48	12	60	12	60	5	170	YES	
		WB	1.770	248	1.00%	45	10	55	10	55	0	103	YES	
TABLE 5 PARK TOWER AT BROKEN SOUND TEST 1 - LEVEL OF SERVICE PEAK HOUR, PEAK DIRECTION ANALYSIS - PM PEAK HOUR (2029)														
ROADWAY TO FROM	LANES	DIRECTION	LOS	CAPACITY	24/25 EXISTING VOLUME	HISTORICAL GROWTH RATE	COMMITTED OPTION 1		COMMITTED OPTION 2		MAXIMUM COMMITTED TRAFFIC	PROJECT TRIPS	2029 TOTAL TRIPS	MEET LOS?
							COMMITTED TPS TRAFFIC	1% GROWTH	COMMITTED TRIPS + 1%	MAX GROWTH RATE				
CONGRESS AVENUE (YEAR 2024 COUNTS)														
CLINT MOORE ROAD - BROKEN SOUND	6LD	NB	2.980	1530	5.45%	158	58	415	343	343	4	1546	YES	
		SB	2.980	1503	5.45%	255	87	342	517	517	1	2221	YES	
BROKEN SOUND - YAMATO ROAD	6LD	NB	2.980	1545	5.45%	345	58	403	343	343	4	1541	YES	
		SB	2.980	1503	5.45%	426	87	513	517	517	0	2220	YES	
BROKEN SOUND PARKWAY (YEAR 2025 COUNTS)														
SITE - CONGRESS AVE	4LD	EB	1.770	285	1.00%	56	10	66	10	66	5	112	YES	
		WB	1.770	297	1.00%	54	12	66	12	66	5	168	YES	
SITE - CLINT MOORE ROAD	4LD	EB	1.770	285	1.00%	56	10	66	10	66	5	112	YES	
		WB	1.770	297	1.00%	45	12	57	22	57	5	159	YES	

INTERSECTION	CONTROL	MOVEMENT	EXISTING		BACKGROUND		TOTAL	
			DELAY	LOS	DELAY	LOS	DELAY	LOS
BROKEN SOUND PKWY & BROKEN SOUND BLVD	AWSC	EB	11.1	B	14	B	16.3	C
		WB	11.6	B	13.7	B	15.2	C
		NB	15.5	C	21.2	C	23.4	C
		SB					11.2	B
DRIVEWAY & BROKEN SOUND PKWY	TWSC	EBL	8.1	A	8.3	A	8.1	A
		EBT	0.2	A	0.2	A	0.1	A
		SBL	14.7	B	16.2	C	14.2	B
		SBR	9.3	A	9.5	A	9.4	A

TABLE 6
AM SYNCHRO ANALYSIS

INTERSECTION	CONTROL	MOVEMENT	EXISTING		BACKGROUND		TOTAL	
			DELAY	LOS	DELAY	LOS	DELAY	LOS
BROKEN SOUND PKWY & BROKEN SOUND BLVD	AWSC	EB	11.1	B	14	B	16.3	C
		WB	11.6	B	13.7	B	15.2	C
		NB	15.5	C	21.2	C	23.4	C
		SB					11.2	B
DRIVEWAY & BROKEN SOUND PKWY	TWSC	EBL	8.1	A	8.3	A	8.1	A
		EBT	0.2	A	0.2	A	0.1	A
		SBL	14.7	B	16.2	C	14.2	B
		SBR	9.3	A	9.5	A	9.4	A

TABLE 7
PM SYNCHRO ANALYSIS

INTERSECTION	CONTROL	MOVEMENT	EXISTING		BACKGROUND		TOTAL	
			DELAY	LOS	DELAY	LOS	DELAY	LOS
BROKEN SOUND PKWY & BROKEN SOUND BLVD	AWSC	EB	16.5	C	16.1	C	24	C
		WB	13.9	B	14.6	B	19.1	C
		NB	12.4	B	13.1	B	14.1	B
		SB					11.4	B
DRIVEWAY & BROKEN SOUND PKWY	TWSC	EBL	8	A	8.1	A	8.1	A
		EBT	0.1	A	0.0	A	0.0	A
		SBL	13.5	B	14.1	B	13.6	B
		SBR	9.7	A	9.8	A	9.5	A



Conclusion

This analysis demonstrates that the proposed Park at Broken Sound located at 1075 Broken Sound Parkway NW meets the requirements of Boca Raton with no traffic/transportation Technical Deviations or Engineering Variances required.

If there are any questions regarding this analysis, please do not hesitate to call.

Sincerely,

JMD ENGINEERING, INC.

John M. Donaldson, P.E.
Transportation Engineer

Florida Registration
Number 40568
Certificate of Authorization
Number CA00009514

Digitally
signed by
JOHN M
DONALDSON

Date:
2026.09.17
08:50:24
'-05'00



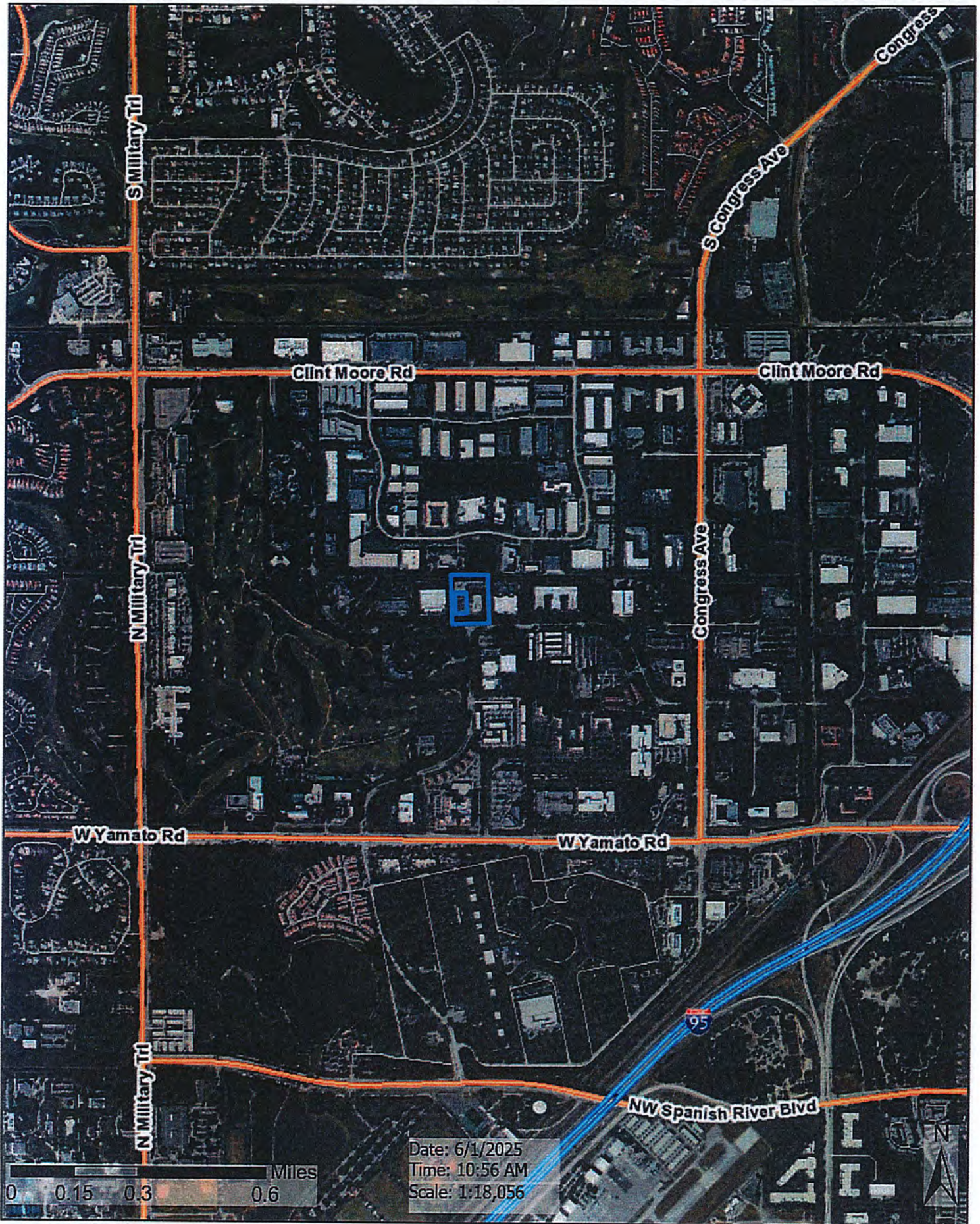
This item has been
Electronically signed &
Sealed by John M.
Donaldson, P.E. on the time
and date stamp shown using
the digital signature. Printed
copies of this document are not
considered signed and sealed and
the signature must be verified on
any electronic copies.

SITE DATA (PAPA)



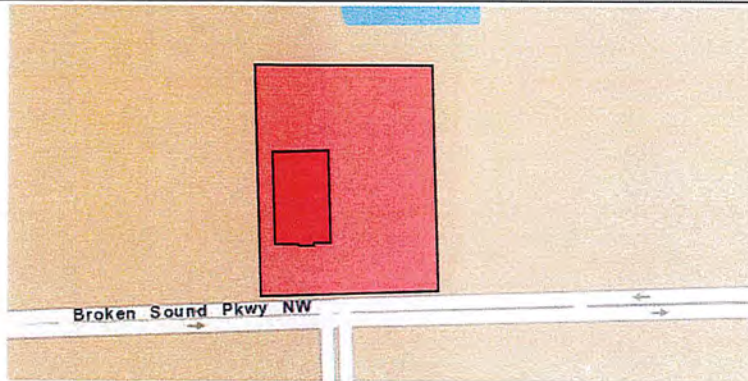
DOROTHY JACKS

CFA, AAS
Palm Beach County Property Appraiser



Property Detail

Parcel Control Number: 06-42-47-01-03-008-0010 Location Address: 1075 NW BROKEN SOUND PKWY
Owners: 1075 NW BROKEN SOUND PARKWAY LLC Municipality: BOCA RATON
Mailing Address: 1075 BROKEN SOUND PKWY NW STE 100, , BOCA RATON FL 33487 3540
Last Sale: 10/25/2005 Book/Page#: 19634 / 00933 Price: \$2,850,000
Property Use Code: 1700 - OFFICE BLDG-NON MEDICAL 1 TO 3 STORIES Zoning: LIRP - INDUSTRIAL
Legal Description: ARVIDA PARK OF COMMERCE PLAT 2 PAR H (LESS N 217.50 FT OF S 336.58 FT OF E 131.21 FT OF W 166.21 FT & N 4.64 FT OF S 119.08 FT OF E 33.46 FT OF W 124.81 FT) Total SF: 20535 Acres 4.37

**2024 Values**

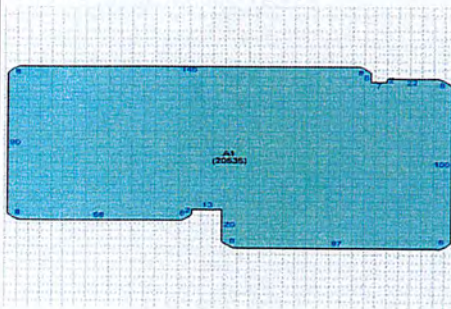
Improvement Value \$1,884,387
Land Value \$1,207,724
Total Market Value \$3,092,111
Assessed Value \$3,005,074
Exemption Amount \$0
Taxable Value \$3,005,074

2024 Taxes

Ad Valorem \$51,674
Non Ad Valorem \$9,998
Total Tax \$61,672

2025 Qualified Exemptions**Applicants**

All values are as of January 1st each year.

Building Footprint (Building 1)**Subarea and Square Footage (Building 1)**

Description Area Sq. Footage
OFFICES 20535
Total Square Footage : 20535

Extra Features

Description	Year Built	Unit
Paving- Asphalt	2008	39054
Paving- Asphalt	2008	287
Walkway-Concrete	2008	3350
Wall	1981	513

Unit may represent the perimeter, square footage, linear footage, total number or other measurement.

Structural Details (Building 1)

Description	
1 Year Built	1981
2 OFFICE BLDG L/R 1-4S	20535

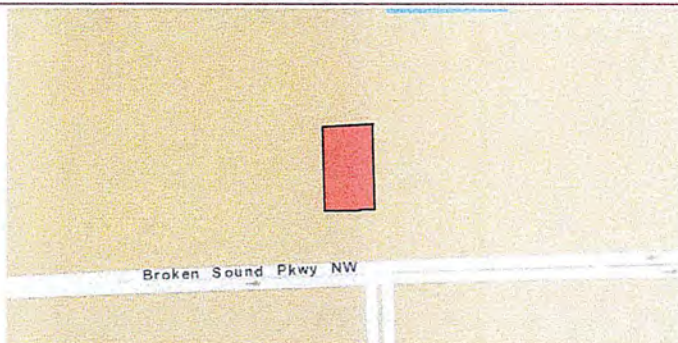


DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser



Property Detail

Parcel Control Number: 06-42-47-01-03-008-0020 Location Address: 1095 NW BROKEN SOUND PKWY
Owners: HOLLYWOOD WAREHOUSES 18 LLC Municipality: BOCA RATON
Mailing Address: 13280 NE 6TH AVE STE 100, MIAMI FL 33161 4039
Last Sale: 03/16/2023 Book/Page#: 34194 / 00905 Price: \$10,750,000
Property Use Code: 1700 - OFFICE BLDG-NON MEDICAL 1 TO 3 STORIES Zoning: LIRP - INDUSTRIAL
Legal Description: ARVIDA PARK OF COMMERCE PLAT 2 N 217.50 FT OF S 336.58 FT OF E 131.21 FT OF W 166.21 FT & N 4.64 FT OF S 119.08 FT OF E 33.46 FT OF W 124.81 FT OF PAR H
Total SF: 54203 Acres .66

**2024 Values**

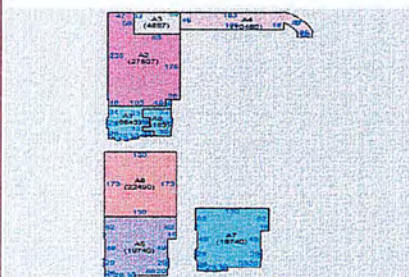
Improvement Value \$0
Land Value \$0
Total Market Value \$8,800,000
Assessed Value \$8,800,000
Exemption Amount \$0
Taxable Value \$8,800,000

2024 Taxes

Ad Valorem \$149,713
Non Ad Valorem \$27,497
Total Tax \$177,209

2025 Qualified Exemptions**Applicants**

All values are as of January 1st each year.

Building Footprint (Building 1)**Subarea and Square Footage (Building 1)**

Description	Area Sq. Footage
WAREHOUSE	4897
PARKING LEVEL FLOORS	0
OFFICES	6643
UPPER PARKING GAR	0
OFFICES	19740
UPPER PARKING GAR	0
OFFICES	19740
OFFICES	3183
Total Square Footage : 54203	

Extra Features

Description	Year Built	Unit
Paving- Asphalt	2008	12741
Paving- Asphalt	2008	3217
Walkway-Concrete	2008	1590
Wall	2008	154

Unit may represent the perimeter, square footage, linear footage, total number or other measurement.

Structural Details (Building 1)

Description	
1 Year Built	2008
2 OFFICE BLDG L/R 1-4S	54203

TPS BACKGROUND TRAFFIC

Input Data
 ROAD NAME: Congress Ave STATION: 6614 Report Created
 CURRENT YEAR: 2025 FROM: Midpoint 7/19/2025
 ANALYSIS YEAR: 2029 TO: Client Moore Rd
 GROWTH RATE: 0% COUNT DATE: NA
 PSF: 0

Time Period	AM	PM
Direction	2-way NB/EB SB/WB 2-way NB/EB SB/WB	2-way NB/EB SB/WB 2-way NB/EB SB/WB
Existing Volume	0 0 0 0 0 0	0 0 0 0 0 0
Peak Volume	0 0 0 0 0 0	0 0 0 0 0 0
Diversion(%)	0 0 0 0 0 0	0 0 0 0 0 0
Volume after Diversion	0 0 0 0 0 0	0 0 0 0 0 0

Committed Developments	Type	% Complete
FAU Boca	2 0 1 1 1 0	NR 60%
Client Moore/Military Drug Store	0 0 0 0 0 0	NR 100%
Pennsata DRI - Non Residential	0 0 0 0 0 0	NR 100%
Congress Plaza at Delray	11 4 7 78 40 37	NR 0%
Boca National Golf Club	9 6 3 11 5 6	NR 0%
US Foodservice Facility Expansion	0 0 0 0 0 0	NR 100%
Friends of Chabad	0 0 0 0 0 0	NR 100%
TR Danburg Mixed Use	0 0 0 0 0 0	Res 100%
Fairway Commons	0 0 0 0 0 0	NR 100%
Alton Delray	29 7 22 30 18 12	NR 0%
SSA Corporate Headquarters	21 18 2 19 3 16	NR 63%
The Lofts at Boca Colonnade	0 0 0 0 0 0	NR 100%
1600-2360 South Congress Avenue	49 17 32 82 60 22	Res 18%
Lynn University	1 0 1 1 1 0	NR 96%
5201 Residential	0 0 0 0 0 0	Res 100%
MCM Logistics Center	0 0 0 0 0 0	NR 100%
Public Storage - Boca Raton	3 1 1 5 2 2	NR 50%
Elementary School 05-C	1 0 0 0 0 0	NR 94%
Delray Central	10 3 7 12 8 5	NR 0%
AMTEC Residential Complex	77 23 66 76 53 22	Res 66%
Marriott of America Residential	16 8 10 15 10 5	NR 0%
900 Broken Sound	91 35 67 91 56 32	Res 0%
6600 N Military Trail	22 15 6 27 10 17	NR 0%
University Village	21 11 10 25 13 12	NR 0%
Boca Village	30 16 14 32 12 20	Res 0%
791 Park of Commerce	83 36 47 114 80 54	NR 0%
Assum Residential	13 8 5 12 4 9	Res 0%
Total Committed Developments	489 205 280 631 368 270	
Total Committed Residential	260 99 163 293 187 104	
Total Committed Non-Residential	229 106 117 338 171 166	
Double Count Reduction	46 21 23 68 34 26	

Total Discounted Committed Developments	443 184 257 563 324 244
Historical Growth	0 0 0 0 0 0
Comm Dev=1% Growth	443 184 257 563 324 244
Growth Volume Used	443 184 257 563 324 244
Total Volume	443 184 257 563 324 244

Lanes	BLD
LOS D Capacity	4680 2680 2680 4680 2680 2680
Link Meets Test 17	YES YES YES YES YES YES
LOS E Capacity	6150 2830 2830 6150 2830 2830
Link Meets Test 27	YES YES YES YES YES YES

Input Data
 ROAD NAME: Congress Ave STATION: 6614 Report Created
 CURRENT YEAR: 2025 FROM: Yonkers Rd 7/19/2025
 ANALYSIS YEAR: 2029 TO: Midpoint
 GROWTH RATE: 0% COUNT DATE: NA
 PSF: 0

Time Period	AM	PM
Direction	2-way NB/EB SB/WB 2-way NB/EB SB/WB	2-way NB/EB SB/WB 2-way NB/EB SB/WB
Existing Volume	0 0 0 0 0 0	0 0 0 0 0 0
Peak Volume	0 0 0 0 0 0	0 0 0 0 0 0
Diversion(%)	0 0 0 0 0 0	0 0 0 0 0 0
Volume after Diversion	0 0 0 0 0 0	0 0 0 0 0 0

Committed Developments	Type	% Complete
FAU Boca	2 0 1 1 1 0	NR 60%
Client Moore/Military Drug Store	0 0 0 0 0 0	NR 100%
Pennsata DRI - Non Residential	0 0 0 0 0 0	NR 100%
Congress Plaza at Delray	11 4 7 78 40 37	NR 0%
Boca National Golf Club	9 6 3 11 5 6	NR 0%
US Foodservice Facility Expansion	0 0 0 0 0 0	NR 100%
Friends of Chabad	0 0 0 0 0 0	NR 100%
TR Danburg Mixed Use	0 0 0 0 0 0	Res 100%
Fairway Commons	0 0 0 0 0 0	NR 100%
Alton Delray	29 7 22 30 18 12	NR 0%
SSA Corporate Headquarters	21 18 2 19 3 16	NR 63%
The Lofts at Boca Colonnade	0 0 0 0 0 0	NR 100%
1600-2360 South Congress Avenue	49 17 32 82 60 22	Res 18%
Lynn University	1 0 1 1 1 0	NR 96%
5201 Residential	0 0 0 0 0 0	Res 100%
MCM Logistics Center	0 0 0 0 0 0	NR 100%
Public Storage - Boca Raton	3 1 1 5 2 2	NR 50%
Elementary School 05-C	1 0 0 0 0 0	NR 94%
Delray Central	10 3 7 12 8 5	NR 0%
AMTEC Residential Complex	95 67 28 93 27 65	Res 66%
Marriott of America Residential	78 32 26 75 24 51	NR 0%
900 Broken Sound	131 81 60 130 45 84	Res 0%
6600 N Military Trail	22 15 6 27 10 17	NR 0%
University Village	21 11 10 25 13 12	NR 0%
Boca Village	30 16 14 32 12 20	Res 0%
791 Park of Commerce	106 94 72 227 128 119	NR 0%
Assum Residential	13 8 5 12 4 9	Res 0%
Total Committed Developments	602 400 287 680 342 478	
Total Committed Residential	318 180 129 349 149 199	
Total Committed Non-Residential	274 211 158 331 193 277	
Double Count Reduction	75 42 32 87 37 50	

Total Discounted Committed Developments	617 358 256 773 345 426
Historical Growth	0 0 0 0 0 0
Comm Dev=1% Growth	617 358 256 773 345 426
Growth Volume Used	617 358 256 773 345 426
Total Volume	617 358 256 773 345 426

Lanes	BLD
LOS D Capacity	4680 2680 2680 4680 2680 2680
Link Meets Test 17	YES YES YES YES YES YES
LOS E Capacity	6150 2830 2830 6150 2830 2830
Link Meets Test 27	YES YES YES YES YES YES

BOCA APPROVED PROJECTS BACKGROUND

VOLUME DEVELOPMENT SHEET
Atrium Residential
Broken Sound Parkway & Broken Sound Boulevard
EXISTING GEOMETRY

Growth Rate = 1.00%
Peak Season = 1.07
Buildout Year = 2029
Years = 6

AM Peak Hour

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume on 08/16/2023	237	0	121	0	0	0	0	154	76	46	180	0
Peak Season Volume	254	0	129	0	0	0	0	165	81	49	193	0
Traffic Volume Growth	16	0	8	0	0	0	0	10	5	3	12	0
791 Park of Commerce								8			6	
900 Broken Sound Committed Development			36					36		20	20	
MOA Committed Development	52							28	19	13	26	
1.0% Traffic Volume Growth	16	0	8	0	0	0	0	10	5	3	12	0
Committed + 1.0% Growth	68	0	44	0	0	0	0	82	24	36	64	0
Max (Committed - 1.0% or Historic Growth)	68	0	44	0	0	0	0	82	24	36	64	0
Background Traffic Volumes	322	0	173	0	0	0	0	247	105	85	257	0
Project Traffic												
Inbound Traffic Assignment	33.0%										6.0%	
Inbound Traffic Volumes	6										1	
Outbound Traffic Assignment							19.0%	33.0%				
Outbound Traffic Volumes							12	20				
Project Traffic	6	0	0	0	0	0	0	12	20	0	1	0
Total Traffic w/o RTOR	328	0	173	0	0	0	0	259	125	85	258	0

PM Peak Hour

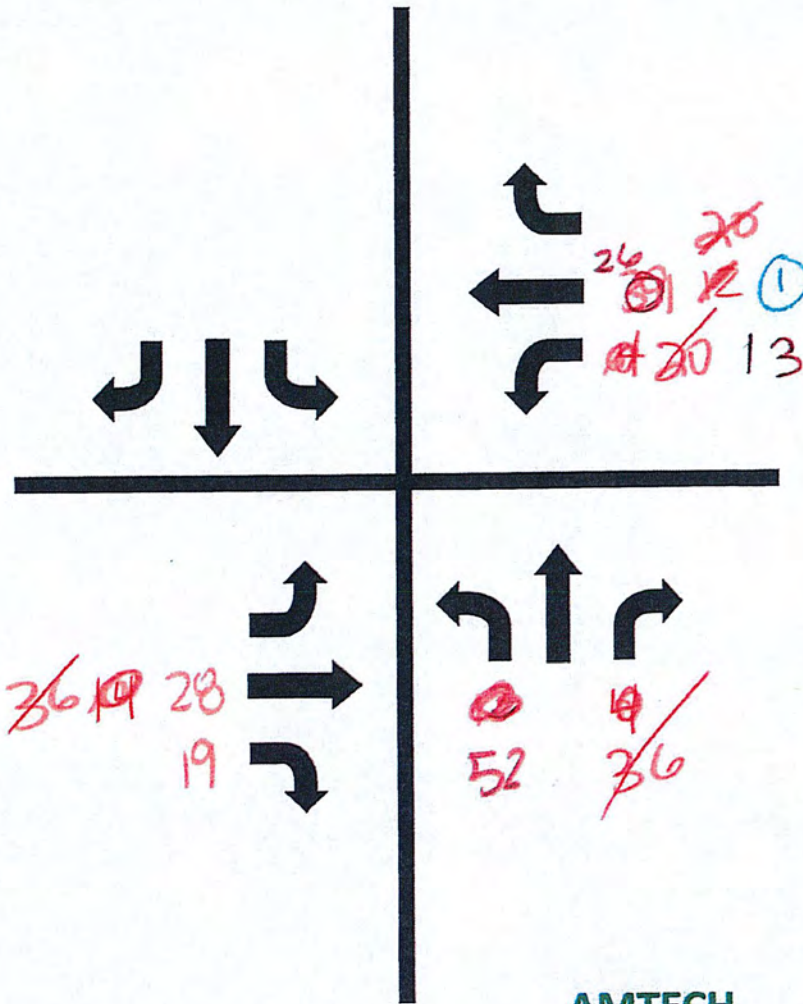
	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume on 08/16/2023	118	0	64	0	0	0	0	178	216	147	128	0
Peak Season Volume	126	0	68	0	0	0	0	190	231	157	137	0
Traffic Volume Growth	8	0	4	0	0	0	0	12	14	10	8	0
791 Park of Commerce								9			9	
900 Broken Sound Committed Development			19					19		36	36	
MOA Committed Development	33							46	27	8	17	
1.0% Traffic Volume Growth	8	0	4	0	0	0	0	12	14	10	8	0
Committed + 1.0% Growth	41	0	23	0	0	0	0	86	41	54	70	0
Max (Committed - 1.0% or Historic Growth)	41	0	23	0	0	0	0	86	41	54	70	0
Background Traffic Volumes	167	0	91	0	0	0	0	270	272	211	207	0
Project Traffic												
Inbound Traffic Assignment	33.0%										6.0%	
Inbound Traffic Volumes	17										3	
Outbound Traffic Assignment							19.0%	33.0%				
Outbound Traffic Volumes							6	11				
Project Traffic	17	0	0	0	0	0	0	6	11	0	3	0
Total Traffic w/o RTOR	184	0	91	0	0	0	0	276	283	211	210	0

INTERSECTION DEVELOPMENT WORKSHEET
900 BROKEN SOUND
BROKEN SOUND PARKWAY & BROKEN SOUND BLVD
Existing Geometry

Growth Rate = 1.00%
Peak Season = 1.07 1.07
Buildout Year = 2026 2026
Years = 3 3

AM Peak Hour												
	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume on 08/16/23	227	0	121	0	0	0	0	154	76	46	180	0
Peak Season Volume	243	0	129	0	0	0	0	165	81	49	193	0
Traffic Volume Growth	7	0	4	0	0	0	0	5	2	1	6	0
Committed Development (MOA+TBT)	52	0	0	0	0	0	0	64	19	13	27	0
1% Traffic Volume Growth	7	0	4	0	0	0	0	5	2	1	6	0
Committed + 1% Growth	59	0	4	0	0	0	0	69	21	14	33	0
Max (Committed + 1% or Historic Growth)	59	0	4	0	0	0	0	69	21	14	33	0
	0	0	0	0	0	0	0	0	0	0	0	0
Background Traffic Volumes	302	0	133	0	0	0	0	234	102	63	226	0
Project Traffic	0	0	36	0	0	0	0	36	0	20	20	0
Total Traffic	302	0	169	0	0	0	0	270	102	83	246	0
PM Peak Hour												
	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume on 08/16/23	102	0	64	0	0	0	0	178	216	146	128	0
Peak Season Volume	109	0	68	0	0	0	0	190	231	156	137	0
Traffic Volume Growth	3	0	2	0	0	0	0	6	7	5	4	0
Committed Development (MOA+TBT)	33	0	0	0	0	0	0	41	27	8	19	0
1% Traffic Volume Growth	3	0	2	0	0	0	0	6	7	5	4	0
Committed + 1% Growth	36	0	2	0	0	0	0	47	34	13	23	0
Max (Committed + 1% or Historic Growth)	36	0	2	0	0	0	0	47	34	13	23	0
	0	0	0	0	0	0	0	0	0	0	0	0
Background Traffic Volumes	145	0	70	0	0	0	0	237	265	169	160	0
Project Traffic	0	0	19	0	0	0	0	19	0	36	36	0
Total Traffic	145	0	89	0	0	0	0	256	265	205	196	0

BROKEN SOUND
BLVD



BROKEN
SOUND
PARKWAY

AMTECH
MUTUAL OF AMERICA
BOCA VILLAGE
~~900 BROKEN SOUND~~

TBS



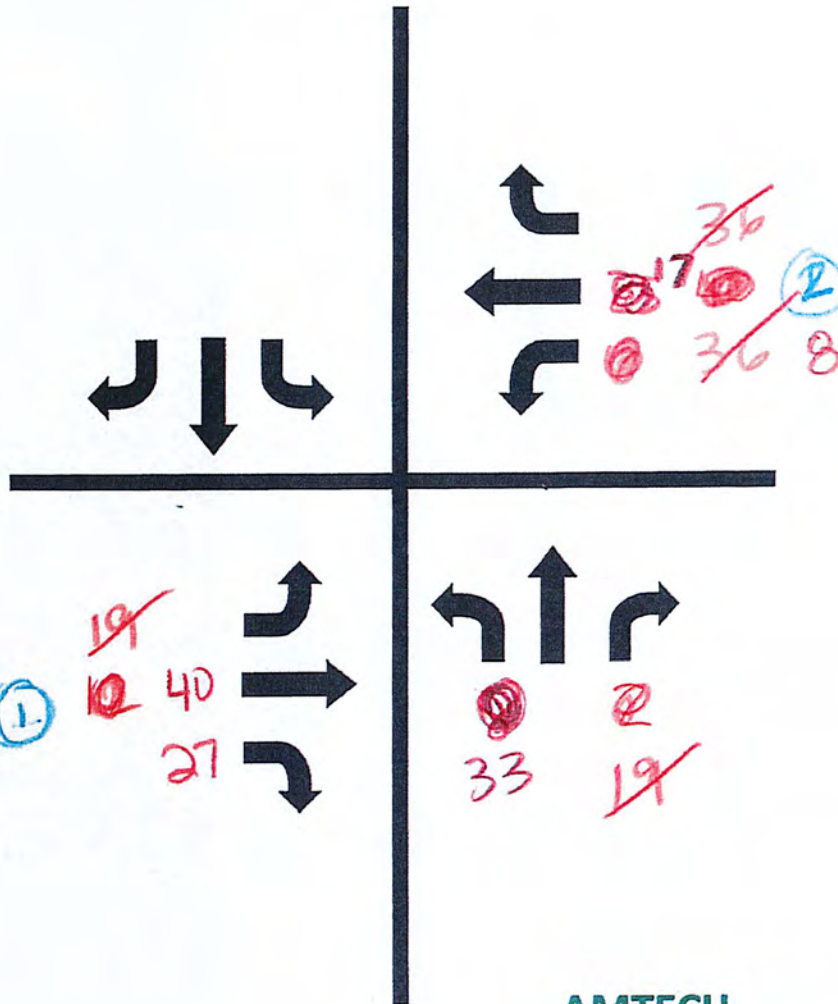
ENGINEERING, INC.

AM BACKGROUND TRAFFIC



BROKEN
BLVD

SOUND



BROKEN SOUND
PUMP

AMTECH
MUTUAL OF AMERICA
BOCA VILLAGE
~~900 BROKEN SOUND~~

TBT



ENGINEERING, INC.

PM BACKGROUND TRAFFIC



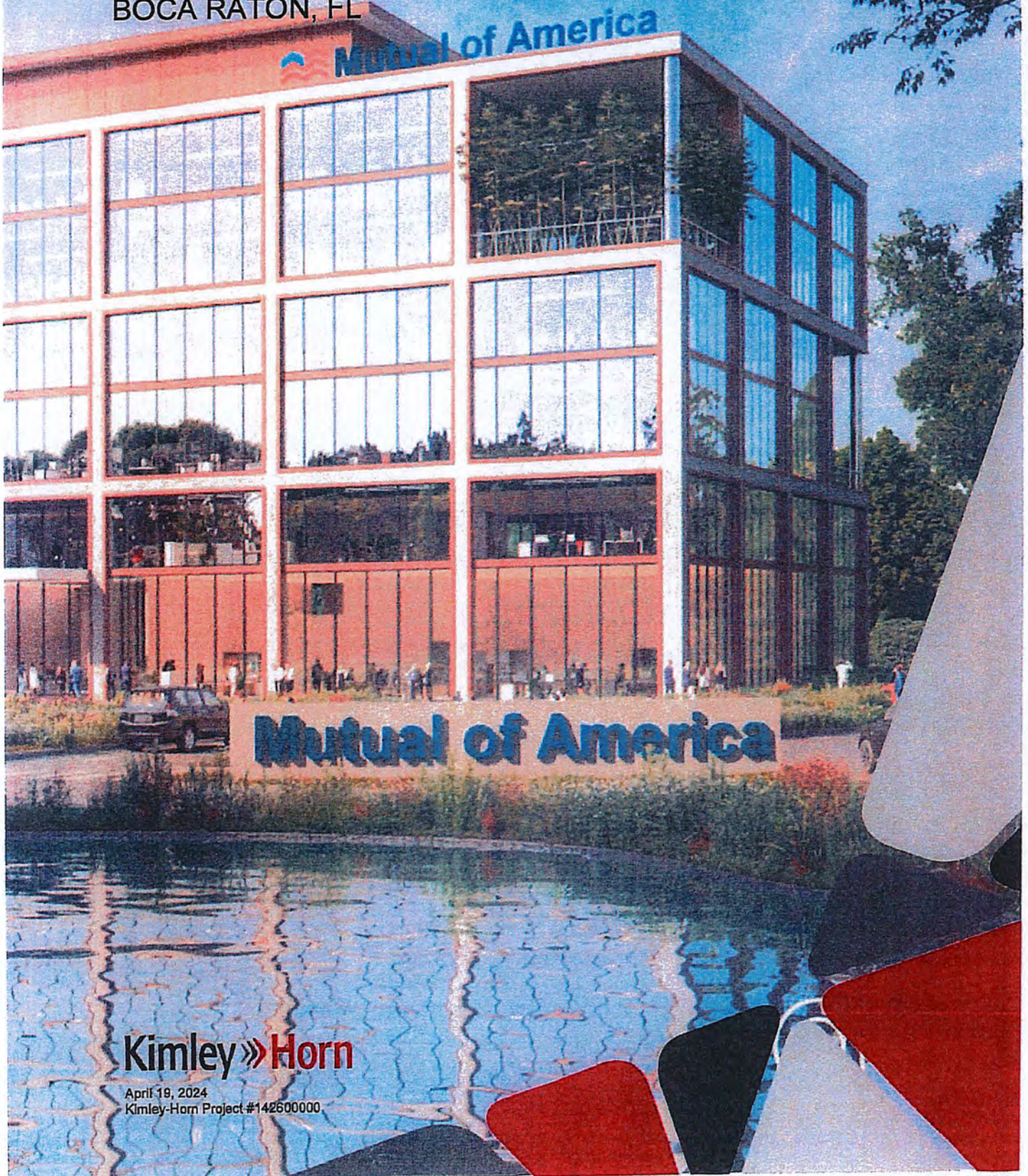
TABLE 3
TBT TRAINING - 5801 CONGRESS AVENUE
PM PEAK HOUR PROJECT SIGNIFICANCE

ROADWAY	FROM	TO	LANES	DIRECTION	CAPACITY	PROJECT TRAFFIC				
						PERCENT ASSIGNMENT	INBOUND OUTBOUND	PEAK HOUR TRIPS	PERCENT IMPACT	SIGNIFICANT IMPACT?
CONGRESS AVE	Clint Moore Road	Broken Sound Pkwy	6LD	NB	2,680	45%	0	4	0.15%	NO
			6LD	SB	2,680	45%	1	8	0.30%	NO
	Broken Sound Pkwy	Yamato Road	6LD	NB	2,680	45%	1	8	0.30%	NO
			6LD	SB	2,680	45%	0	4	0.15%	NO
BROKEN SOUND PKWY	Broken Sound Blvd	Site	4L	EB	1,770	10%	1	2	0.11%	NO
			4L	WB	1,770	10%	0	1	0.06%	NO
	Site	Congress Ave	4L	EB	1,770	90%	0	7	0.40%	NO
			4L	WB	1,770	90%	1	16	0.90%	NO

TABLE 2
TBT TRAINING - 5801 CONGRESS AVENUE
AM PEAK HOUR PROJECT SIGNIFICANCE

ROADWAY	FROM	TO	LANES	DIRECTION	CAPACITY	PROJECT TRAFFIC				
						PERCENT ASSIGNMENT	INBOUND OUTBOUND	PEAK HOUR TRIPS	PERCENT IMPACT	SIGNIFICANT IMPACT?
CONGRESS AVE	Clint Moore Road	Broken Sound Pkwy	6LD	NB	2,680	45%	0	5	0.19%	NO
			6LD	SB	2,680	45%	1	0	0.00%	NO
	Broken Sound Pkwy	Yamato Road	6LD	NB	2,680	45%	1	0	0.00%	NO
			6LD	SB	2,680	45%	0	5	0.19%	NO
BROKEN SOUND PKWY	Broken Sound Blvd	Site	4L	EB	1,770	10%	1	0	0.00%	NO
			4L	WB	1,770	10%	0	1	0.06%	NO
	Site	Congress Ave	4L	EB	1,770	90%	0	9	0.51%	NO
			4L	WB	1,770	90%	1	0	0.00%	NO

TRAFFIC IMPACT EVALUATION
MUTUAL OF AMERICA RESIDENTIAL
BOCA RATON, FL



Kimley»Horn

April 19, 2024
Kimley-Horn Project #142600000

VOLUME DEVELOPMENT SHEET
MUTUAL OF AMERICA
Broken Sound Parkway & Broken Sound Boulevard
EXISTING GEOMETRY

Growth Rate = 1.00%
Peak Season = 1.07
Buildout Year = 2028
Years = 5

AM Peak Hour

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume on 08/18/2023	227	0	121	0	0	0	0	154	76	46	180	0
Peak Season Volume	243	0	129	0	0	0	0	165	81	49	193	0
Traffic Volume Growth Committed Development	12	0	7	0	0	0	0	8	4	2	10	0
1.0% Traffic Volume Growth	12	0	7	0	0	0	0	8	4	2	10	0
Committed + 1.0% Growth	12	0	7	0	0	0	0	8	4	2	10	0
Max (Committed + 1.0% or Historic Growth)	12	0	7	0	0	0	0	8	4	2	10	0
Background Traffic Volumes	255	0	136	0	0	0	0	173	85	51	203	0
Project Traffic												
Inbound Traffic Assignment	10.0%										30.0%	
Inbound Traffic Volumes	13										39	
Outbound Traffic Assignment								30.0%	20.0%			
Outbound Traffic Volumes								28	19			
Project Traffic	13	0	0	0	0	0	0	28	19	0	39	0
Total Traffic w/o RTOR	268	0	136	0	0	0	0	201	104	51	242	0
TOTAL TRAFFIC	268	0	126	0	0	0	0	201	44	51	242	0

PM Peak Hour

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume on 08/18/2023	102	0	84	0	0	0	0	178	216	146	128	0
Peak Season Volume	109	0	88	0	0	0	0	190	231	156	137	0
Traffic Volume Growth Committed Development	6	0	3	0	0	0	0	10	12	8	7	0
1.0% Traffic Volume Growth	6	0	3	0	0	0	0	10	12	8	7	0
Committed + 1.0% Growth	6	0	3	0	0	0	0	10	12	8	7	0
Max (Committed + 1.0% or Historic Growth)	6	0	3	0	0	0	0	10	12	8	7	0
Background Traffic Volumes	115	0	71	0	0	0	0	200	243	164	144	0
Project Traffic												
Inbound Traffic Assignment	10.0%										30.0%	
Inbound Traffic Volumes	8										25	
Outbound Traffic Assignment								30.0%	20.0%			
Outbound Traffic Volumes								40	27			
Project Traffic	8	0	0	0	0	0	0	40	27	0	25	0
Total Traffic w/o RTOR	123	0	71	0	0	0	0	240	270	164	169	0
TOTAL TRAFFIC	123	0	61	0	0	0	0	240	210	164	169	0

Table 4: Test 1 AM Peak Hour Significance Analysis for Private Roadways

ROADWAY	FROM	TO	EXISTING NUMBER OF LANES	LOS D GENERAL SVC VOLUME	PROJECT % ASSIGNMENT	NB/EB IN/OUT?	PROJECT TRIPS					
							AM PEAK HOUR		IMPACT			
							TRIPS		%		Sig?	
							NB/EB	SB/WB	NB/EB	Sig?	SB/WB	Sig?
Broken Sound Parkway	Clint Moore Road	Broken Sound Boulevard	4LD	1,770	30%	0	28	37	1.58%	Yes	2.09%	Yes
Broken Sound Parkway	Broken Sound Boulevard	Congress Avenue	4LD	1,770	30%	0	28	37	1.58%	Yes	2.09%	Yes
Broken Sound Boulevard	Spanish River Boulevard	Yamato Road	2L	810	0%	1	0	0	0.00%	No	0.00%	No
Broken Sound Boulevard	Yamato Road	Broken Sound Parkway	4LD	1,770	40%	1	49	37	2.77%	Yes	2.09%	Yes

Table 5: Test 1 PM Peak Hour Significance Analysis for Private Roadways

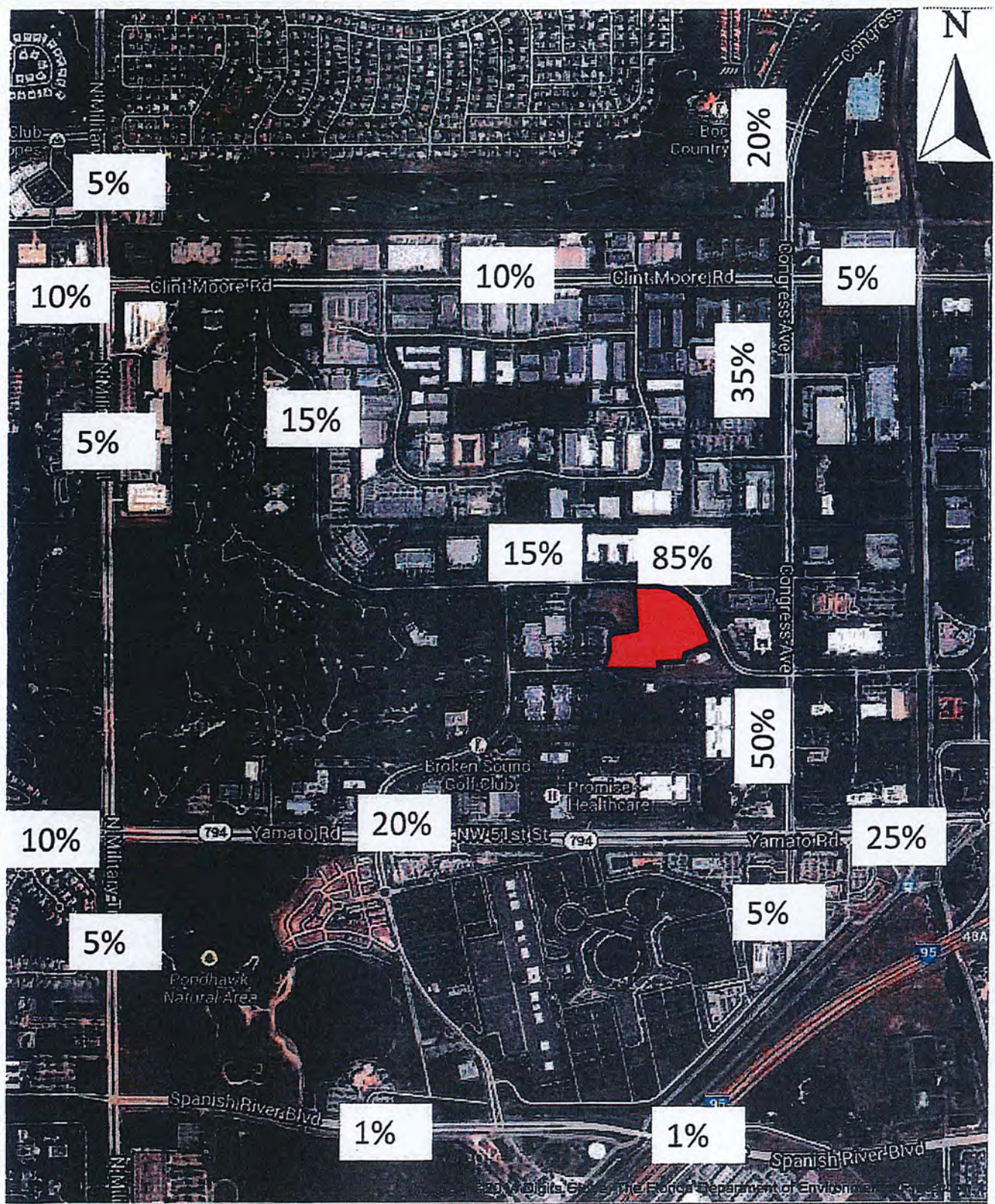
ROADWAY	FROM	TO	EXISTING NUMBER OF LANES	LOS D GENERAL SVC VOLUME	PROJECT % ASSIGNMENT	NB/EB IN/OUT?	PROJECT TRIPS					
							PM PEAK HOUR		IMPACT			
							TRIPS		%		Sig?	
							NB/EB	SB/WB	NB/EB	Sig?	SB/WB	Sig?
Broken Sound Parkway	Clint Moore Road	Broken Sound Boulevard	4LD	1,770	30%	0	38	25	2.15%	Yes	1.41%	Yes
Broken Sound Parkway	Broken Sound Boulevard	Congress Avenue	4LD	1,770	30%	0	38	25	2.15%	Yes	1.41%	Yes
Broken Sound Boulevard	Spanish River Boulevard	Yamato Road	2L	810	0%	1	0	0	0.00%	No	0.00%	No
Broken Sound Boulevard	Yamato Road	Broken Sound Parkway	4LD	1,770	40%	1	33	51	1.86%	Yes	2.88%	Yes

Capacity Analysis

The future traffic volumes on the significantly impacted roadway segment was analyzed in comparison to its LOS D adopted service volume. **Table 6** and **Table 7** detail these calculations for the AM and PM peak hours, respectively. As seen in the tables the significantly impacted roadway links are projected to operate acceptably during the AM and PM peak hours through 2028 except for:

- Congress Avenue from Yamato Road to Park of Commerce Boulevard (SB, PM peak hour).

According to Florida State Statute 163.3180, because the facilities identified above are background deficient, and because the improvements required to address future background conditions will also provide sufficient service for the proposed project, the project is not responsible for the proportionate share of these improvements.



ENGINEERING, INC.

PROJECT ASSIGNMENT

FIGURE 2
900 BROKEN SOUND
BOCA RATON, FL

INTERNAL CAPTURE

NCHRP 8-51 Internal Trip Capture Estimation Tool			
Project Name:	TD DANBURG RETAIL	Organization:	
Project Location:		Performed By:	
Scenario Description:		Date:	
Analysis Year:		Checked By:	
Analysis Period:	AM Street Peak Hour	Date:	

Table 1-A: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)						
Land Use	Development Data (For Information Only)			Estimated Vehicle-Trips		
	ITE LUCs ¹	Quantity	Units	Total	Entering	Exiting
Office		48,479	SF	74	65	9
Retail		2,100	SF	5	3	2
Restaurant				0	0	0
Cinema/Entertainment				0	0	0
Residential		97	UNITS	36	9	27
Hotel				0	0	0
All Other Land Uses ²				0	0	0
Total				115	77	38

Table 2-A: Mode Split and Vehicle Occupancy Estimates						
Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.	% Transit	% Non-Motorized	Veh. Occ.	% Transit	% Non-Motorized
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						
All Other Land Uses ²						

Table 3-A: Average Land Use Interchange Distances (Feet Walking Distance)						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-A: Internal Person-Trip Origin-Destination Matrix*						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		1	0	0	0	0
Retail	1		0	0	0	0
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	1	0	0	0		0
Hotel	0	0	0	0	0	

Table 5-A: Computations Summary			
	Total	Entering	Exiting
All Person-Trips	115	77	38
Internal Capture Percentage	5%	4%	8%
External Vehicle-Trips ³	109	74	35
External Transit-Trips ⁴	0	0	0
External Non-Motorized Trips ⁴	0	0	0

Table 6-A: Internal Trip Capture Percentages by Land Use		
Land Use	Entering Trips	Exiting Trips
Office	3%	11%
Retail	33%	50%
Restaurant	N/A	N/A
Cinema/Entertainment	N/A	N/A
Residential	0%	4%
Hotel	N/A	N/A

¹Land Use Codes (LUCs) from *Trip Generation Informational Report*, published by the Institute of Transportation Engineers.

²Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

³Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A

⁴Person-Trips

*Indicates computation that has been rounded to the nearest whole number.

Project Name:	TD DANBURG RETAIL
Analysis Period:	AM Street Peak Hour

Table 7-A: Conversion of Vehicle-Trip Ends to Person-Trip Ends						
Land Use	Table 7-A (D): Entering Trips			Table 7-A (O): Exiting Trips		
	Veh. Occ.	Vehicle-Trips	Person-Trips*	Veh. Occ.	Vehicle-Trips	Person-Trips*
Office	1.00	65	65	1.00	9	9
Retail	1.00	3	3	1.00	2	2
Restaurant	1.00	0	0	1.00	0	0
Cinema/Entertainment	1.00	0	0	1.00	0	0
Residential	1.00	9	9	1.00	27	27
Hotel	1.00	0	0	1.00	0	0

Table 8-A (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		3	6	0	0	0
Retail	1		0	0	0	0
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	1	0	5	0		0
Hotel	0	0	0	0	0	

Table 8-A (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		1	0	0	0	0
Retail	3		0	0	0	0
Restaurant	9	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	2	1	0	0		0
Hotel	2	0	0	0	0	

Table 9-A (D): Internal and External Trips Summary (Entering Trips)						
Destination Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles ¹	Transit ²	Non-Motorized ²
Office	2	63	65	63	0	0
Retail	1	2	3	2	0	0
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	9	9	9	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses ³	0	0	0	0	0	0

Table 9-A (O): Internal and External Trips Summary (Exiting Trips)						
Origin Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles ¹	Transit ²	Non-Motorized ²
Office	1	8	9	8	0	0
Retail	1	1	2	1	0	0
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	1	26	27	26	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses ³	0	0	0	0	0	0

¹Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A

²Person-Trips

³Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

*Indicates computation that has been rounded to the nearest whole number.

NCHRP 8-51 Internal Trip Capture Estimation Tool			
Project Name:	1075		Organization:
Project Location:			Performed By:
Scenario Description:			Date:
Analysis Year:			Checked By:
Analysis Period:	PM Street Peak Hour		Date:

Table 1-P: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)						
Land Use	Development Data (For Information Only)			Estimated Vehicle-Trips		
	ITE LUCs ¹	Quantity	Units	Total	Entering	Exiting
Office		48,479	SF	70	12	58
Retail		2,100	SF	17	7	7
Restaurant				0	0	0
Cinema/Entertainment				0	0	0
Residential		97	UNITS	38	23	15
Hotel				0	0	0
All Other Land Uses ²				0	0	0
Total				125	42	80

Table 2-P: Mode Split and Vehicle Occupancy Estimates						
Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.	% Transit	% Non-Motorized	Veh. Occ.	% Transit	% Non-Motorized
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						
All Other Land Uses ²						

Table 3-P: Average Land Use Interchange Distances (Feet Walking Distance)						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-P: Internal Person-Trip Origin-Destination Matrix*						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		1	0	0	1	0
Retail	0		0	0	2	0
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	1	1	0	0		0
Hotel	0	0	0	0	0	

Table 5-P: Computations Summary			
	Total	Entering	Exiting
All Person-Trips	122	42	80
Internal Capture Percentage	10%	14%	8%
External Vehicle-Trips ³	110	36	74
External Transit-Trips ⁴	0	0	0
External Non-Motorized Trips ⁴	0	0	0

Table 6-P: Internal Trip Capture Percentages by Land Use		
Land Use	Entering Trips	Exiting Trips
Office	8%	3%
Retail	29%	29%
Restaurant	N/A	N/A
Cinema/Entertainment	N/A	N/A
Residential	13%	13%
Hotel	N/A	N/A

¹Land Use Codes (LUCs) from *Trip Generation Informational Report*, published by the Institute of Transportation Engineers.

²Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

³Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P

⁴Person-Trips

*Indicates computation that has been rounded to the nearest whole number.

Project Name:	1075
Analysis Period:	PM Street Peak Hour

Table 7-P: Conversion of Vehicle-Trip Ends to Person-Trip Ends						
Land Use	Table 7-P (D): Entering Trips			Table 7-P (O): Exiting Trips		
	Veh. Occ.	Vehicle-Trips	Person-Trips*	Veh. Occ.	Vehicle-Trips	Person-Trips*
Office	1.00	12	12	1.00	58	58
Retail	1.00	7	7	1.00	7	7
Restaurant	1.00	0	0	1.00	0	0
Cinema/Entertainment	1.00	0	0	1.00	0	0
Residential	1.00	23	23	1.00	15	15
Hotel	1.00	0	0	1.00	0	0

Table 8-P (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		12	2	0	1	0
Retail	0		2	0	2	0
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	1	6	3	0		0
Hotel	0	0	0	0	0	

Table 8-P (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		1	0	0	1	0
Retail	4		0	0	11	0
Restaurant	4	4		0	4	0
Cinema/Entertainment	1	0	0		1	0
Residential	7	1	0	0		0
Hotel	0	0	0	0	0	

Table 9-P (D): Internal and External Trips Summary (Entering Trips)						
Destination Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles ¹	Transit ²	Non-Motorized ²
Office	1	11	12	11	0	0
Retail	2	5	7	5	0	0
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	3	20	23	20	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses ³	0	0	0	0	0	0

Table 9-P (O): Internal and External Trips Summary (Exiting Trips)						
Origin Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles ¹	Transit ²	Non-Motorized ²
Office	2	56	58	56	0	0
Retail	2	5	7	5	0	0
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	2	13	15	13	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses ³	0	0	0	0	0	0

¹Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P

²Person-Trips

³Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

*Indicates computation that has been rounded to the nearest whole number.

INTERSECTION DEVELOPMENT WORKSHEETS

THIS WORKSHEET ASSUMES 100% OCCUPANCY FOR EXISTING USES

INTERSECTION DEVELOPMENT WORKSHEET
PARK TOWER AT BROKEN SOUND
BROKEN SOUND & EAST DRIVEWAY
Existing Geometry

Growth Rate = 1.00%
Peak Season = 1.04 1.04
Buildout Year = 2029 2029
Years = 4 4

AM Peak Hour												
	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume on 05/13/25	0	0	0	5	0	8	61	270	0	0	234	32
Peak Season Volume	0	0	0	5	0	8	63	281	0	0	243	33
Traffic Volume Growth	0	0	0	0	0	0	3	11	0	0	10	1
Committed Development (MOA+TBT+900)	0	0	0	0	0	0	0	136	0	0	80	0
1% Traffic Volume Growth	0	0	0	0	0	0	3	11	0	0	10	1
Committed + 1% Growth	0	0	0	0	0	0	3	147	0	0	90	1
Max (Committed + 1% or Historic Growth)	0	0	0	0	0	0	3	147	0	0	90	1
	0	0	0	0	0	0	0	0	0	0	0	0
Background Traffic Volumes	0	0	0	5	0	8	66	428	0	0	333	34

PM Peak Hour												
	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume on 05/13/25	0	0	0	29	0	54	11	232	0	0	250	6
Peak Season Volume	0	0	0	30	0	56	11	241	0	0	260	6
Traffic Volume Growth	0	0	0	1	0	2	0	10	0	0	11	0
Committed Development (MOA+TBT+900)	0	0	0	0	0	0	0	79	0	0	99	0
1% Traffic Volume Growth	0	0	0	1	0	2	0	10	0	0	11	0
Committed + 1% Growth	0	0	0	1	0	2	0	89	0	0	110	0
Max (Committed + 1% or Historic Growth)	0	0	0	1	0	2	0	89	0	0	110	0
	0	0	0	0	0	0	0	0	0	0	0	0
Background Traffic Volumes	0	0	0	31	0	58	11	330	0	0	370	6

WORKSHEET SHOWS EXISTING PLUS PROPOSED AS PROJECT TRAFFIC

INTERSECTION DEVELOPMENT WORKSHEET

PARK TOWER AT BROKEN SOUND

BROKEN SOUND & EAST DRIVEWAY

Existing Geometry

Growth Rate = 1.00%
Peak Season = 1.04 1.04
Buildout Year = 2029 2029
Years = 4 4

AM Peak Hour												
	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume on 05/13/25	0	0	0	0	0	2	7	270	0	0	234	4
Peak Season Volume	0	0	0	0	0	2	7	281	0	0	243	4
Traffic Volume Growth	0	0	0	0	0	0	0	11	0	0	10	0
Committed Development (MOA+TBT+900)	0	0	0	0	0	0	0	136	0	0	80	0
1% Traffic Volume Growth	0	0	0	0	0	0	0	11	0	0	10	0
Committed + 1% Growth	0	0	0	0	0	0	0	147	0	0	90	0
Max (Committed + 1% or Historic Growth)	0	0	0	0	0	0	0	147	0	0	90	0
	0	0	0	0	0	0	0	0	0	0	0	0
Background Traffic Volumes	0	0	0	0	0	2	7	428	0	0	333	4
Project Traffic												
	0	0	0	5	0	5	11	5	0	0	11	11
Total Traffic	0	0	0	5	0	7	18	433	0	0	344	15
ADJACENT PROPERTY TRAFFIC												
PM Peak Hour												
	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume on 05/13/25	0	0	0	4	0	12	1	232	0	0	250	1
Peak Season Volume	0	0	0	4	0	12	1	241	0	0	260	1
Traffic Volume Growth	0	0	0	0	0	0	0	10	0	0	11	0
Committed Development (MOA+TBT+900)	0	0	0	0	0	0	0	79	0	0	99	0
1% Traffic Volume Growth	0	0	0	0	0	0	0	10	0	0	11	0
Committed + 1% Growth	0	0	0	0	0	0	0	89	0	0	110	0
Max (Committed + 1% or Historic Growth)	0	0	0	0	0	0	0	89	0	0	110	0
	0	0	0	0	0	0	0	0	0	0	0	0
Background Traffic Volumes	0	0	0	4	0	12	1	330	0	0	370	1
Project Traffic												
	0	0	0	11	0	11	5	11	0	0	5	5
Total Traffic	0	0	0	15	0	23	6	341	0	0	375	6

INTERSECTION DEVELOPMENT WORKSHEET
PARK TOWER AT BROKEN SOUND
BROKEN SOUND PARKWAY & BROKEN SOUND BLVD
Existing Geometry

Growth Rate = 1.00%
Peak Season = 1.04 1.04
Buildout Year = 2029 2029
Years = 4 4

AM Peak Hour												
	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume on 05/13/25	258	0	125	0	0	0	0	167	83	41	197	0
Peak Season Volume	268	0	130	0	0	0	0	174	86	43	205	0
Traffic Volume Growth	11	0	5	0	0	0	0	7	3	2	8	0
Committed Development (MOA+TBT+900)	52	0	36	0	0	0	0	100	19	33	47	0
1% Traffic Volume Growth	11	0	5	0	0	0	0	7	3	2	8	0
Committed + 1% Growth	63	0	41	0	0	0	0	107	22	35	55	0
Max (Committed + 1% or Historic Growth)	63	0	41	0	0	0	0	107	22	35	55	0
	0	0	0	0	0	0	0	0	0	0	0	0
Background Traffic Volumes	331	0	171	0	0	0	0	281	108	78	260	0
Project Traffic	0	23	7	5	11	9	19	4	0	3	2	11
Total Traffic	331	23	178	5	11	9	19	285	108	81	262	11
PM Peak Hour												
	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume on 05/13/25	107	0	63	0	0	0	0	173	258	143	142	0
Peak Season Volume	111	0	66	0	0	0	0	180	268	149	148	0
Traffic Volume Growth	5	0	3	0	0	0	0	7	11	6	6	0
Committed Development (MOA+TBT+900)	33	0	19	0	0	0	0	60	27	44	55	0
1% Traffic Volume Growth	5	0	3	0	0	0	0	7	11	6	6	0
Committed + 1% Growth	38	0	22	0	0	0	0	67	38	50	61	0
Max (Committed + 1% or Historic Growth)	38	0	22	0	0	0	0	67	38	50	61	0
	0	0	0	0	0	0	0	0	0	0	0	0
Background Traffic Volumes	149	0	88	0	0	0	0	247	306	199	209	0
Project Traffic	0	11	3	11	23	19	9	2	0	7	4	5
Total Traffic	149	11	91	11	23	19	9	249	306	206	213	5

COUNTS

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 9301 CEN.-W OF US1 TO SR7

MOCF: 0.96

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	0.99	1.03
2	01/07/2024 - 01/13/2024	1.00	1.04
3	01/14/2024 - 01/20/2024	1.01	1.05
4	01/21/2024 - 01/27/2024	1.00	1.04
5	01/28/2024 - 02/03/2024	0.98	1.02
* 6	02/04/2024 - 02/10/2024	0.97	1.01
* 7	02/11/2024 - 02/17/2024	0.95	0.99
* 8	02/18/2024 - 02/24/2024	0.95	0.99
* 9	02/25/2024 - 03/02/2024	0.96	1.00
*10	03/03/2024 - 03/09/2024	0.96	1.00
*11	03/10/2024 - 03/16/2024	0.97	1.01
*12	03/17/2024 - 03/23/2024	0.96	1.00
*13	03/24/2024 - 03/30/2024	0.96	1.00
*14	03/31/2024 - 04/06/2024	0.96	1.00
*15	04/07/2024 - 04/13/2024	0.96	1.00
*16	04/14/2024 - 04/20/2024	0.96	1.00
*17	04/21/2024 - 04/27/2024	0.97	1.01
*18	04/28/2024 - 05/04/2024	0.98	1.02
19	05/05/2024 - 05/11/2024	0.99	1.03
20	05/12/2024 - 05/18/2024	1.00	1.04
21	05/19/2024 - 05/25/2024	1.01	1.05
22	05/26/2024 - 06/01/2024	1.02	1.06
23	06/02/2024 - 06/08/2024	1.03	1.07
24	06/09/2024 - 06/15/2024	1.05	1.09
25	06/16/2024 - 06/22/2024	1.05	1.09
26	06/23/2024 - 06/29/2024	1.06	1.10
27	06/30/2024 - 07/06/2024	1.07	1.11
28	07/07/2024 - 07/13/2024	1.08	1.13
29	07/14/2024 - 07/20/2024	1.09	1.14
30	07/21/2024 - 07/27/2024	1.07	1.11
31	07/28/2024 - 08/03/2024	1.05	1.09
32	08/04/2024 - 08/10/2024	1.04	1.08
33	08/11/2024 - 08/17/2024	1.02	1.06
34	08/18/2024 - 08/24/2024	1.02	1.06
35	08/25/2024 - 08/31/2024	1.02	1.06
36	09/01/2024 - 09/07/2024	1.02	1.06
37	09/08/2024 - 09/14/2024	1.02	1.06
38	09/15/2024 - 09/21/2024	1.02	1.06
39	09/22/2024 - 09/28/2024	1.02	1.06
40	09/29/2024 - 10/05/2024	1.02	1.06
41	10/06/2024 - 10/12/2024	1.01	1.05
42	10/13/2024 - 10/19/2024	1.01	1.05
43	10/20/2024 - 10/26/2024	1.01	1.05
44	10/27/2024 - 11/02/2024	1.00	1.04
45	11/03/2024 - 11/09/2024	1.00	1.04
46	11/10/2024 - 11/16/2024	1.00	1.04
47	11/17/2024 - 11/23/2024	0.99	1.03
48	11/24/2024 - 11/30/2024	0.99	1.03
49	12/01/2024 - 12/07/2024	0.99	1.03
50	12/08/2024 - 12/14/2024	0.99	1.03
51	12/15/2024 - 12/21/2024	0.99	1.03
52	12/22/2024 - 12/28/2024	1.00	1.04
53	12/29/2024 - 12/31/2024	1.01	1.05

* PEAK SEASON

04-MAR-2025 16:32:53

830UPD

4_9301_PKSEASON.TXT

Average Daily Traffic Volumes Quality Traffic Data, LLC

QTD PROJ. OC #	2024107 - 6614	GPS COORDINATES	0
ON STREET:	CONGRESS AVENUE	START DATE:	Tuesday, January 23, 2024
CROSS STREETS:	NORTH OF YAMATO ROAD	VICINITY	Boca Raton

AM COUNTS					PM COUNTS				
	NB	SB	EB	WB		NB	SB	EB	WB
00:00	14	14			12:00	252	274		
00:15	9	10			12:15	290	269		
00:30	10	9			12:30	262	274		
00:45	8	41	7	40	12:45	291	1095	283	1100
01:00	6	7			13:00	287	311		
01:15	11	2			13:15	260	254		
01:30	12	5			13:30	277	257		
01:45	4	33	5	19	13:45	269	1093	259	1081
02:00	6	5			14:00	291	262		
02:15	5	7			14:15	280	277		
02:30	4	5			14:30	251	269		
02:45	1	16	3	20	14:45	271	1093	253	1051
03:00	5	3			15:00	244	277		
03:15	9	5			15:15	282	277		
03:30	2	9			15:30	258	335		
03:45	5	21	9	26	15:45	250	1034	294	1183
04:00	8	5			16:00	235	358		
04:15	9	7			16:15	251	273		
04:30	5	13			16:30	241	384		
04:45	10	32	16	41	16:45	257	984	358	1373
05:00	16	17			17:00	282	553		
05:15	19	26			17:15	295	408		
05:30	23	23			17:30	263	370		
05:45	42	100	36	102	17:45	228	1068	283	1614
06:00	43	51			18:00	190	329		
06:15	78	39			18:15	149	283		
06:30	97	66			18:30	142	231		
06:45	142	360	75	231	18:45	130	611	177	1020
07:00	147	102			19:00	111	162		
07:15	175	145			19:15	94	117		
07:30	262	163			19:30	85	88		
07:45	285	869	186	596	19:45	70	360	108	475
08:00	361	192			20:00	73	110		
08:15	386	186			20:15	75	87		
08:30	369	213			20:30	53	67		
08:45	404	1520	254	845	20:45	58	259	55	319
09:00	389	234			21:00	51	62		
09:15	329	223			21:15	45	53		
09:30	282	215			21:30	32	44		
09:45	342	1342	201	873	21:45	40	168	33	192
10:00	271	200			22:00	27	30		
10:15	267	204			22:15	38	26		
10:30	243	246			22:30	33	36		
10:45	245	1026	228	878	22:45	26	124	18	110
11:00	260	240			23:00	22	42		
11:15	252	226			23:15	14	23		
11:30	248	246			23:30	11	33		
11:45	288	1048	288	1000	23:45	16	63	21	119
TOTALS:	6408	4671		11079	TOTALS:	7952	9647		17599

SPLIT	57.8%	42.2%	38.6%	SPLIT	45.2%	54.8%	61.4%
PEAK HOUR	08:15	11:45	08:15	PEAK HOUR	12:15	16:30	16:45
PH VOLUME	1548	1105	2435	PH VOLUME	1130	1703	2786
PHF	0.96	0.96	0.93	PHF	0.97	0.77	0.83

DAY'S TOTAL				
NB	SB	EB	WB	TOTAL
14360	14318			28678



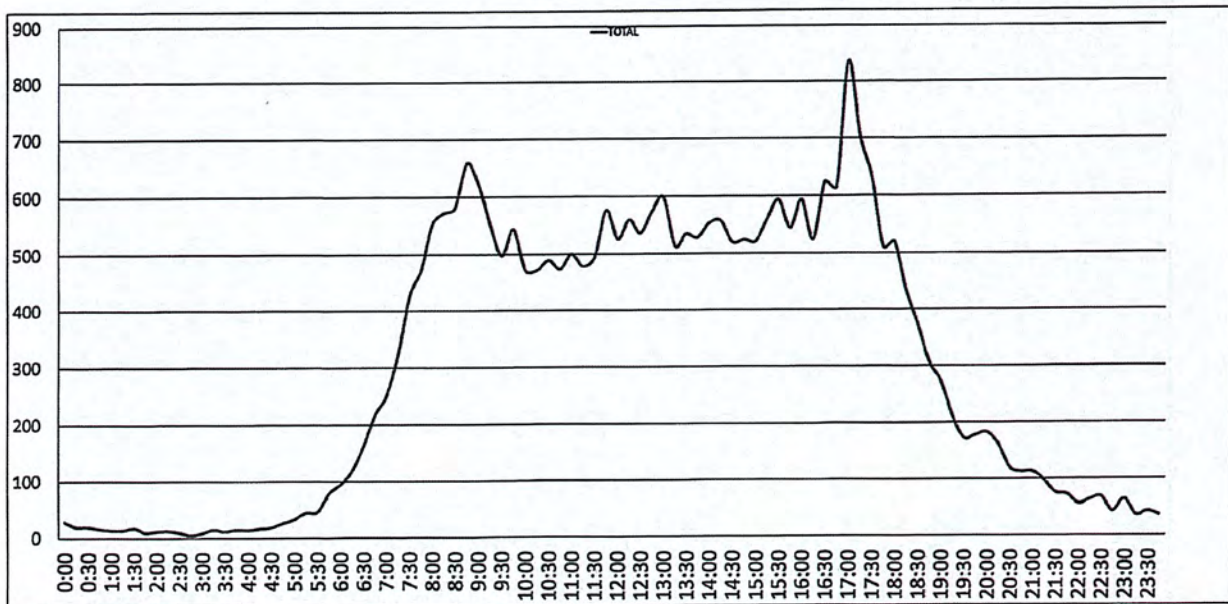
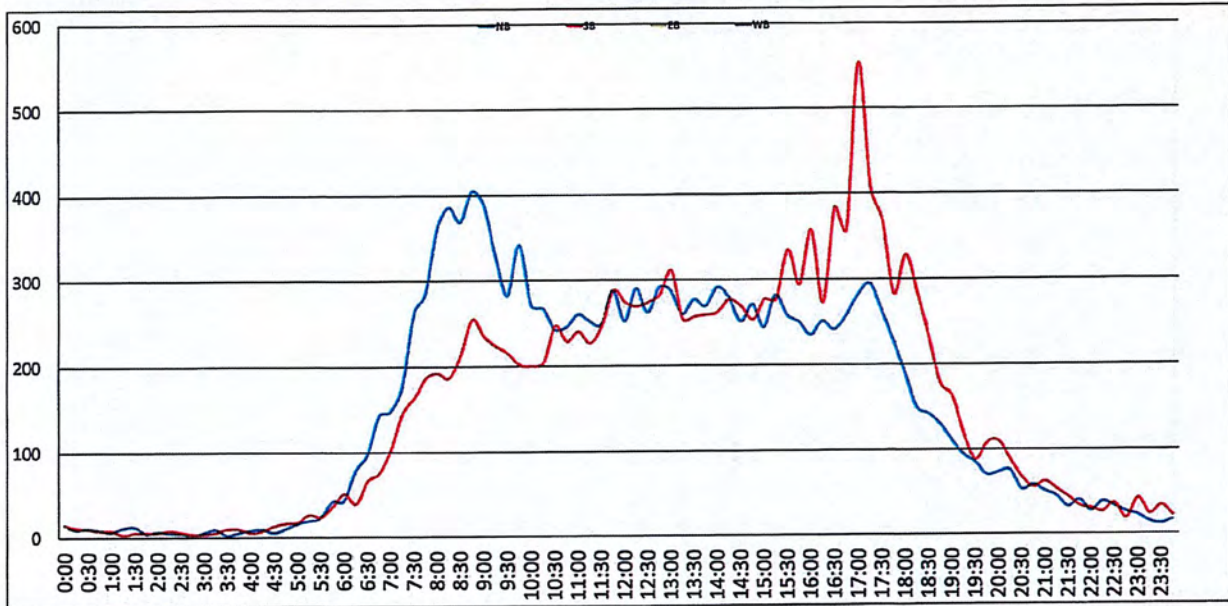
QUALITY TRAFFIC DATA, LLC

Phone: 877-852-4355 Fax: 877-877-3698 Info@QualityTrafficData.com

Average Daily Traffic Volumes

Quality Traffic Data, LLC

QTD PROJ# LOC #	2024107 - 6614	GPS COORDINATES	0
ON STREET:	CONGRESS AVENUE	START DATE:	Tuesday, January 23, 2024
CROSS STREETS:	NORTH OF YAMATO ROAD	VICINITY:	Boca Raton

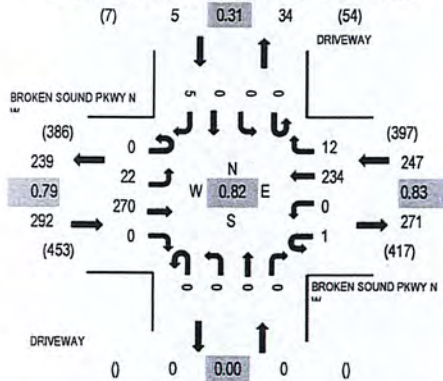


QUALITY TRAFFIC DATA, LLC

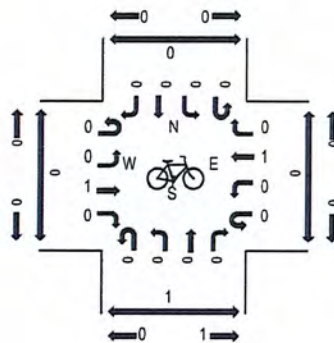
Phone: 877-852-4355 Fax: 877-877-3698 Info@QualityTrafficData.com

Location: 3 DRIVEWAY & BROKEN SOUND PKWY NW AM
Date: Tuesday, May 13, 2025
Peak Hour: 08:00 AM - 09:00 AM
Peak 15-Minutes: 08:45 AM - 09:00 AM

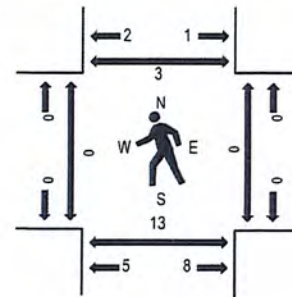
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	BROKEN SOUND PKWY NWE				BROKEN SOUND PKWY NW				DRIVEWAY				DRIVEWAY				Total	Rolling Hour	Pedestrian Crossings			
	Eastbound				Westbound				Northbound				Southbound						West	East	South	North
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right						
7:00 AM	0	0	22	0	0	0	13	0	0	0	0	0	0	0	0	0	35	313	0	0	2	2
7:15 AM	0	3	29	0	0	0	24	1	0	0	0	0	0	0	0	0	57	382	0	0	1	1
7:30 AM	0	5	37	0	0	0	44	1	0	0	0	0	0	1	0	0	88	453	0	0	2	1
7:45 AM	0	8	57	0	0	0	65	2	0	0	0	0	0	0	0	1	133	511	0	0	1	7
8:00 AM	0	6	53	0	0	0	43	1	0	0	0	0	0	0	0	1	104	544	0	0	5	3
8:15 AM	0	6	63	0	1	0	55	3	0	0	0	0	0	0	0	0	128		0	0	3	0
8:30 AM	0	3	69	0	0	0	70	4	0	0	0	0	0	0	0	0	146		0	0	3	0
8:45 AM	0	7	85	0	0	0	66	4	0	0	0	0	0	0	0	4	166		0	0	2	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	2
Lights	0	22	262	0	0	0	232	12	0	0	0	0	0	0	0	3	531
Mediums	0	0	8	0	0	0	2	0	0	0	0	0	0	0	0	1	11
Total	0	22	270	0	1	0	234	12	0	0	0	0	0	0	0	5	544

Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %	2.7%				1.2%				0.0%				40.0%				2.4%
Heavy Vehicle %	0.0%	0.0%	3.0%	0.0%	100.0%	0.0%	0.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	40.0%	2.4%
Peak Hour Factor	0.79				0.83				0.00				0.31				0.82
Peak Hour Factor	0.00	0.78	0.79	0.00	0.25	0.00	0.84	0.75	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.31	0.82

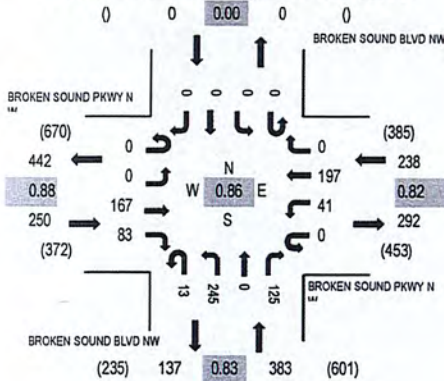
Location: 2 BROKEN SOUND BLVD NW & BROKEN SOUND PKWY NW AM

Date: Tuesday, May 13, 2025

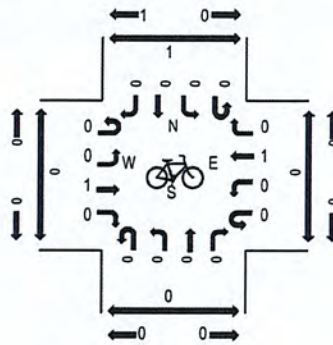
Peak Hour: 08:00 AM - 09:00 AM

Peak 15-Minutes: 08:45 AM - 09:00 AM

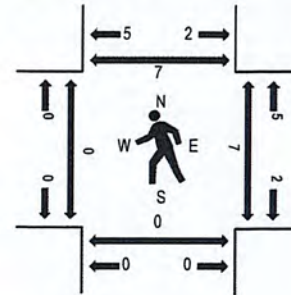
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	BROKEN SOUND PKWY NW				BROKEN SOUND PKWY NW				BROKEN SOUND BLVD NW				BROKEN SOUND BLVD NW				Total	Rolling Hour	Pedestrian Crossings			
	Eastbound				Westbound				Northbound				Southbound						West	East	South	North
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right						
7:00 AM	0	0	9	11	0	5	8	0	0	11	0	13	0	0	0	0	57	487	0	0	0	0
7:15 AM	0	0	17	6	0	7	17	0	0	23	0	15	0	0	0	0	85	621	0	1	0	2
7:30 AM	0	0	18	14	0	20	22	0	3	36	0	25	0	0	0	0	138	743	0	1	0	1
7:45 AM	0	0	28	19	0	10	58	0	3	53	0	36	0	0	0	0	207	825	0	1	0	8
8:00 AM	0	0	36	21	0	10	33	0	2	66	0	23	0	0	0	0	191	871	0	3	0	3
8:15 AM	0	0	36	21	0	12	44	0	4	56	0	34	0	0	0	0	207		0	3	0	3
8:30 AM	0	0	46	25	0	8	58	0	3	52	0	28	0	0	0	0	220		0	1	0	1
8:45 AM	0	0	49	16	0	11	62	0	4	71	0	40	0	0	0	0	253		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Lights	0	0	160	82	0	40	194	0	13	244	0	124	0	0	0	0	857
Mediums	0	0	7	1	0	0	3	0	0	1	0	1	0	0	0	0	13
Total	0	0	167	83	0	41	197	0	13	245	0	125	0	0	0	0	871

Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %	3.2%				1.7%				0.5%				0.0%				1.6%
Heavy Vehicle %	0.0%	0.0%	4.2%	1.2%	0.0%	2.4%	1.5%	0.0%	0.0%	0.4%	0.0%	0.8%	0.0%	0.0%	0.0%	0.0%	1.6%
Peak Hour Factor	0.88				0.82				0.83				0.00				0.86
Peak Hour Factor	0.00	0.00	0.85	0.86	0.00	0.65	0.79	0.00	0.81	0.86	0.00	0.78	0.00	0.00	0.00	0.00	0.86

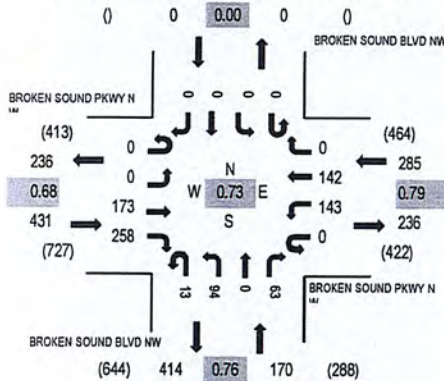
Location: 2 BROKEN SOUND BLVD NW & BROKEN SOUND PKWY NW PM

Date: Tuesday, May 13, 2025

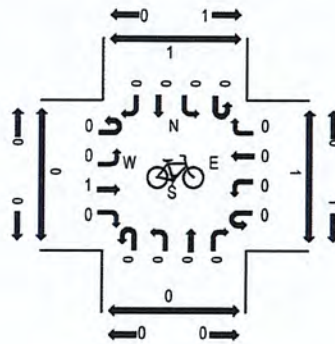
Peak Hour: 04:45 PM - 05:45 PM

Peak 15-Minutes: 05:00 PM - 05:15 PM

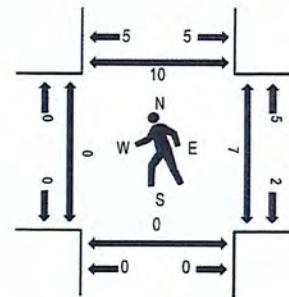
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	BROKEN SOUND PKWY NW				BROKEN SOUND PKWY NW				BROKEN SOUND BLVD NW				BROKEN SOUND BLVD NW				Total	Rolling Hour	Pedestrian Crossings			
	Eastbound				Westbound				Northbound				Southbound						West	East	South	North
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right						
4:00 PM	1	0	33	34	0	22	35	0	1	25	0	6	0	0	0	0	157	643	0	3	0	3
4:15 PM	0	0	34	35	0	16	23	0	0	14	0	13	0	0	0	0	135	790	0	0	0	0
4:30 PM	0	0	42	46	0	23	24	0	1	20	0	14	0	0	0	0	170	846	0	0	0	0
4:45 PM	0	0	38	48	0	30	29	0	3	22	0	11	0	0	0	0	181	886	0	0	0	2
5:00 PM	0	0	64	94	0	41	49	0	4	30	0	22	0	0	0	0	304	836	0	2	0	1
5:15 PM	0	0	30	59	0	30	32	0	2	20	0	18	0	0	0	0	191		0	0	0	4
5:30 PM	0	0	41	57	0	42	32	0	4	22	0	12	0	0	0	0	210		0	5	0	3
5:45 PM	0	0	31	40	0	11	25	0	1	10	0	13	0	0	0	0	131		0	2	0	1

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lights	0	0	168	258	0	143	140	0	13	93	0	61	0	0	0	0	876
Mediums	0	0	5	0	0	0	2	0	0	1	0	2	0	0	0	0	10
Total	0	0	173	258	0	143	142	0	13	94	0	63	0	0	0	0	886

Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %	1.2%				0.7%				1.8%				0.0%				1.1%
Heavy Vehicle %	0.0%	0.0%	2.9%	0.0%	0.0%	0.0%	1.4%	0.0%	0.0%	1.1%	0.0%	3.2%	0.0%	0.0%	0.0%	0.0%	1.1%
Peak Hour Factor	0.68				0.79				0.76				0.00				0.73
Peak Hour Factor	0.25	0.00	0.70	0.69	0.00	0.85	0.72	0.00	0.81	0.78	0.00	0.74	0.00	0.00	0.00	0.00	0.73

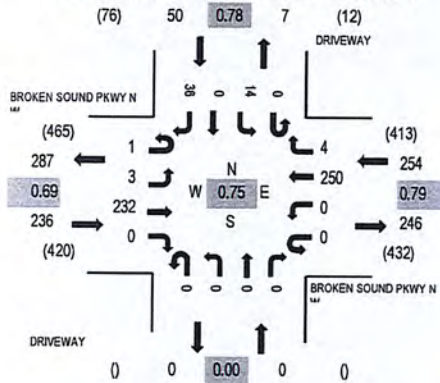
Location: 3 DRIVEWAY & BROKEN SOUND PKWY NW PM

Date: Tuesday, May 13, 2025

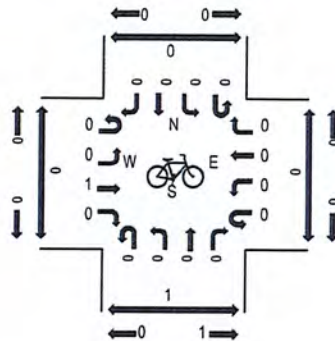
Peak Hour: 04:45 PM - 05:45 PM

Peak 15-Minutes: 05:00 PM - 05:15 PM

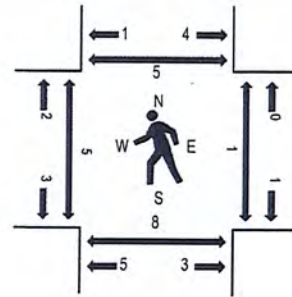
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	BROKEN SOUND PKWY NW				BROKEN SOUND PKWY NW				DRIVEWAY				DRIVEWAY				Total	Rolling Hour	Pedestrian Crossings			
	Eastbound				Westbound				Northbound				Southbound						West	East	South	North
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right						
4:00 PM	0	0	38	0	1	0	50	1	0	0	0	0	0	1	0	9	100	406	0	0	2	0
4:15 PM	0	0	48	0	0	0	31	1	0	0	0	0	0	1	0	6	87	486	1	0	3	0
4:30 PM	0	1	54	0	0	0	40	0	0	0	0	0	0	1	0	7	103	511	0	0	4	0
4:45 PM	0	1	47	0	0	0	54	2	0	0	0	0	0	5	0	7	116	540	1	0	2	0
5:00 PM	0	1	86	0	0	0	80	0	0	0	0	0	0	5	0	8	180	503	2	0	2	1
5:15 PM	0	0	49	0	0	0	53	1	0	0	0	0	0	0	0	9	112		2	0	2	4
5:30 PM	1	1	50	0	0	0	63	1	0	0	0	0	0	4	0	12	132		0	1	2	0
5:45 PM	0	2	41	0	0	0	35	0	0	0	0	0	0	1	0	0	79		0	0	2	2

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lights	0	3	226	0	0	0	250	3	0	0	0	0	0	14	0	35	531
Mediums	1	0	6	0	0	0	0	1	0	0	0	0	0	0	0	1	9
Total	1	3	232	0	0	0	250	4	0	0	0	0	0	14	0	36	540

Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %	3.0%				0.4%				0.0%				2.0%				1.7%
Heavy Vehicle %	100.0%	0.0%	2.6%	0.0%	0.0%	0.0%	0.0%	25.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.8%	1.7%
Peak Hour Factor	0.69				0.79				0.00				0.78				0.75
Peak Hour Factor	0.25	0.50	0.69	0.00	0.25	0.00	0.78	0.50	0.00	0.00	0.00	0.00	0.00	0.70	0.00	0.75	0.75

SYNCHRO AM

AM EXISTING

3: BROKEN SOUND BLVD & BROKEN SOUND PKWY

03/02/2026

Intersection

Intersection Delay, s/veh 13.2

Intersection LOS B

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑			↑↑	↑	↑
Traffic Vol, veh/h	174	86	43	205	268	130
Future Vol, veh/h	174	86	43	205	268	130
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	202	100	50	238	312	151
Number of Lanes	2	0	0	2	1	1

Approach	EB	WB	NB
Opposing Approach	WB	EB	
Opposing Lanes	2	2	0
Conflicting Approach Left		NB	EB
Conflicting Lanes Left	0	2	2
Conflicting Approach Right	NB		WB
Conflicting Lanes Right	2	0	2
HCM Control Delay, s/veh	11.1	11.6	15.5
HCM LOS	B	B	C

Lane	NBLn1	NBLn2	EBLn1	EBLn2	WBLn1	WBLn2
Vol Left, %	100%	0%	0%	0%	39%	0%
Vol Thru, %	0%	0%	100%	40%	61%	100%
Vol Right, %	0%	100%	0%	60%	0%	0%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	268	130	116	144	111	137
LT Vol	268	0	0	0	43	0
Through Vol	0	0	116	58	68	137
RT Vol	0	130	0	86	0	0
Lane Flow Rate	312	151	135	167	129	159
Geometry Grp	5	5	5	5	5	5
Degree of Util (X)	0.578	0.23	0.24	0.278	0.237	0.283
Departure Headway (Hd)	6.68	5.468	6.404	5.979	6.598	6.402
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	539	656	560	599	544	561
Service Time	4.419	3.207	4.152	3.726	4.347	4.15
HCM Lane V/C Ratio	0.579	0.23	0.241	0.279	0.237	0.283
HCM Control Delay, s/veh	18.2	9.8	11.2	11	11.4	11.7
HCM Lane LOS	C	A	B	B	B	B
HCM 95th-tile Q	3.6	0.9	0.9	1.1	0.9	1.2

AM EXISTING

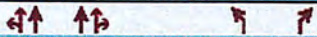
6: BROKEN SOUND PKWY/BROKEN SOUND PKAY & DRIVEWAY

03/02/2026

Intersection

Int Delay, s/veh 1.1

Movement EBL EBT WBT WBR SBL SBR

Lane Configurations 

Traffic Vol, veh/h 61 281 243 32 5 8

Future Vol, veh/h 61 281 243 32 5 8

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Free Free Free Free Stop Stop

RT Channelized - None - None - None

Storage Length - - - - 0 0

Veh in Median Storage, # - 0 0 - 0 -

Grade, % - 0 0 - 0 -

Peak Hour Factor 82 82 82 82 82 82

Heavy Vehicles, % 2 2 2 2 2 2

Mvmt Flow 74 343 296 39 6 10

Major/Minor Major1 Major2 Minor2

Conflicting Flow All 335 0 - 0 636 168

Stage 1 - - - - 316 -

Stage 2 - - - - 320 -

Critical Hdwy 4.14 - - - 6.84 6.94

Critical Hdwy Stg 1 - - - - 5.84 -

Critical Hdwy Stg 2 - - - - 5.84 -

Follow-up Hdwy 2.22 - - - 3.52 3.32

Pot Cap-1 Maneuver 1221 - - - 410 847

Stage 1 - - - - 712 -

Stage 2 - - - - 709 -

Platoon blocked, % - - - -

Mov Cap-1 Maneuver 1221 - - - 379 847

Mov Cap-2 Maneuver - - - - 379 -

Stage 1 - - - - 659 -

Stage 2 - - - - 709 -

Approach EB WB SB

HCM Ctrl Dly, s/v 1.6 0 11.4

HCM LOS B

Minor Lane/Major Mvmt EBL EBT WBT WBR SBLn1 SBLn2

Capacity (veh/h) 1221 - - - 379 847

HCM Lane V/C Ratio 0.061 - - - 0.016 0.012

HCM Ctrl Dly (s/v) 8.1 0.2 - - 14.7 9.3

HCM Lane LOS A A - - B A

HCM 95th %tile Q(veh) 0.2 - - - 0 0

Intersection						
Int Delay, s/veh	0.9					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕↕	↕↕		↕	↕
Traffic Vol, veh/h	63	440	334	33	5	8
Future Vol, veh/h	63	440	334	33	5	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	66	463	352	35	5	8
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	387	0	-	0	734	194
Stage 1	-	-	-	-	370	-
Stage 2	-	-	-	-	364	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	1168	-	-	-	355	815
Stage 1	-	-	-	-	669	-
Stage 2	-	-	-	-	673	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1168	-	-	-	328	815
Mov Cap-2 Maneuver	-	-	-	-	328	-
Stage 1	-	-	-	-	618	-
Stage 2	-	-	-	-	673	-
Approach	EB	WB		SB		
HCM Ctrl Dly, s/v	1.2	0		12.1		
HCM LOS	B					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1168	-	-	-	328	815
HCM Lane V/C Ratio	0.057	-	-	-	0.016	0.01
HCM Ctrl Dly (s/v)	8.3	0.2	-	-	16.2	9.5
HCM Lane LOS	A	A	-	-	C	A
HCM 95th %tile Q(veh)	0.2	-	-	-	0	0

Intersection	
Intersection Delay, s/veh	16.8
Intersection LOS	C

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑			↑↑	↑	↑
Traffic Vol, veh/h	293	128	78	261	337	171
Future Vol, veh/h	293	128	78	261	337	171
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	308	135	82	275	355	180
Number of Lanes	2	0	0	2	1	1

Approach	EB	WB	NB
Opposing Approach	WB	EB	
Opposing Lanes	2	2	0
Conflicting Approach Left		NB	EB
Conflicting Lanes Left	0	2	2
Conflicting Approach Right	NB		WB
Conflicting Lanes Right	2	0	2
HCM Control Delay, s/veh	14	13.7	21.2
HCM LOS	B	B	C

Lane	NBLn1	NBLn2	EBLn1	EBLn2	WBLn1	WBLn2
Vol Left, %	100%	0%	0%	0%	47%	0%
Vol Thru, %	0%	0%	100%	43%	53%	100%
Vol Right, %	0%	100%	0%	57%	0%	0%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	337	171	195	226	165	174
LT Vol	337	0	0	0	78	0
Through Vol	0	0	195	98	87	174
RT Vol	0	171	0	128	0	0
Lane Flow Rate	355	180	206	238	174	183
Geometry Grp	5	5	5	5	5	5
Degree of Util (X)	0.714	0.301	0.392	0.426	0.347	0.354
Departure Headway (Hd)	7.246	6.028	6.863	6.457	7.202	6.96
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	497	594	522	553	497	513
Service Time	5.013	3.795	4.644	4.238	4.987	4.745
HCM Lane V/C Ratio	0.714	0.303	0.395	0.43	0.35	0.357
HCM Control Delay, s/veh	26.2	11.4	14.1	14	13.8	13.6
HCM Lane LOS	D	B	B	B	B	B
HCM 95th-tile Q	5.7	1.3	1.8	2.1	1.5	1.6

AM TOTAL

6: BROKEN SOUND PKWY/BROKEN SOUND PKAY & DRIVEWAY

03/02/2026

Intersection

Int Delay, s/veh 0.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
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Lane Configurations		↕↕	↕↕		↗	↗
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Traffic Vol, veh/h	18	445	345	15	5	7
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Future Vol, veh/h	18	445	345	15	5	7
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Conflicting Peds, #/hr	0	0	0	0	0	0
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Sign Control	Free	Free	Free	Free	Stop	Stop
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RT Channelized	-	None	-	None	-	None
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Storage Length	-	-	-	-	0	0
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Veh in Median Storage, #	-	0	0	-	0	-
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Grade, %	-	0	0	-	0	-
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Peak Hour Factor	95	95	95	95	95	95
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Heavy Vehicles, %	2	2	2	2	2	2
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Mvmt Flow	19	468	363	16	5	7
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Major/Minor	Major1	Major2	Minor2
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Conflicting Flow All	379	0	0	643	190
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Stage 1	-	-	-	371	-
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Stage 2	-	-	-	272	-
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Critical Hdwy	4.14	-	-	6.84	6.94
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Critical Hdwy Stg 1	-	-	-	5.84	-
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Critical Hdwy Stg 2	-	-	-	5.84	-
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Follow-up Hdwy	2.22	-	-	3.52	3.32
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Pot Cap-1 Maneuver	1176	-	-	406	820
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Stage 1	-	-	-	668	-
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Stage 2	-	-	-	749	-
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Platoon blocked, %	-	-	-	-	-
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Mov Cap-1 Maneuver	1176	-	-	397	820
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Mov Cap-2 Maneuver	-	-	-	397	-
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Stage 1	-	-	-	653	-
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Stage 2	-	-	-	749	-
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Approach	EB	WB	SB
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HCM Ctrl Dly, s/v	0.4	0	11.4
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HCM LOS			B
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Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
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Capacity (veh/h)	1176	-	-	-	397	820
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HCM Lane V/C Ratio	0.016	-	-	-	0.013	0.009
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HCM Ctrl Dly (s/v)	8.1	0.1	-	-	14.2	9.4
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HCM Lane LOS	A	A	-	-	B	A
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HCM 95th %tile Q(veh)	0	-	-	-	0	0
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AM TOTAL

3: BROKEN SOUND BLVD/DRIVEWAY & BROKEN SOUND PKWY

03/02/2026

Intersection

Intersection Delay, s/veh 18.7

Intersection LOS C

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↔	↔			↔	↔
Traffic Vol, veh/h	19	297	128	81	263	11	337	23	178	5	11	9
Future Vol, veh/h	19	297	128	81	263	11	337	23	178	5	11	9
Peak Hour Factor	0.92	0.95	0.95	0.95	0.95	0.92	0.95	0.92	0.95	0.95	0.95	0.95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	21	313	135	85	277	12	355	25	187	5	12	9
Number of Lanes	0	2	0	0	2	0	1	1	0	0	1	1

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	2	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	2	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	2
HCM Control Delay, s/veh	16.3	15.2	23.4	11.2
HCM LOS	C	C	C	B

Lane	NBLn1	NBLn2	EBLn1	EBLn2	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	100%	0%	11%	0%	38%	0%	31%	0%
Vol Thru, %	0%	11%	89%	54%	62%	92%	69%	0%
Vol Right, %	0%	89%	0%	46%	0%	8%	0%	100%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	337	201	168	277	213	143	16	9
LT Vol	337	0	19	0	81	0	5	0
Through Vol	0	23	149	149	132	132	11	0
RT Vol	0	178	0	128	0	11	0	9
Lane Flow Rate	355	212	177	291	224	150	17	9
Geometry Grp	5	5	5	5	5	5	5	5
Degree of Util (X)	0.748	0.38	0.356	0.555	0.466	0.303	0.04	0.02
Departure Headway (Hd)	7.59	6.447	7.238	6.861	7.499	7.248	8.493	7.606
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	479	561	497	527	481	496	422	470
Service Time	5.3	4.157	4.974	4.584	5.236	4.986	6.245	5.357
HCM Lane V/C Ratio	0.741	0.378	0.356	0.552	0.466	0.302	0.04	0.019
HCM Control Delay, s/veh	29.6	13.1	13.9	17.8	16.6	13.1	11.6	10.5
HCM Lane LOS	D	B	B	C	C	B	B	B
HCM 95th-ile Q	6.3	1.8	1.6	3.4	2.4	1.3	0.1	0.1

SYNCHRO PM

PM EXISTING

6: BROKEN SOUND PKWY/BROKEN SOUND PKAY & DRIVEWAY

03/02/2026

Intersection

Int Delay, s/veh 1.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
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Lane Configurations		↕↕	↕↕		↕	↕
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Traffic Vol, veh/h	11	241	260	6	29	54
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Future Vol, veh/h	11	241	260	6	29	54
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Conflicting Peds, #/hr	0	0	0	0	0	0
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Sign Control	Free	Free	Free	Free	Stop	Stop
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RT Channelized	-	None	-	None	-	None
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Storage Length	-	-	-	-	0	0
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Veh in Median Storage, #	-	0	0	-	0	-
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Grade, %	-	0	0	-	0	-
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Peak Hour Factor	75	75	75	75	75	75
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Heavy Vehicles, %	2	2	2	2	2	2
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Mvmt Flow	15	321	347	8	39	72
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Major/Minor	Major1	Major2	Minor2
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Conflicting Flow All	355	0	0	542	178
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Stage 1	-	-	-	351	-
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Stage 2	-	-	-	191	-
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Critical Hdwy	4.14	-	-	6.84	6.94
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Critical Hdwy Stg 1	-	-	-	5.84	-
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Critical Hdwy Stg 2	-	-	-	5.84	-
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Follow-up Hdwy	2.22	-	-	3.52	3.32
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Pot Cap-1 Maneuver	1200	-	-	470	834
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Stage 1	-	-	-	684	-
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Stage 2	-	-	-	822	-
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Platoon blocked, %	-	-	-	-	-
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Mov Cap-1 Maneuver	1200	-	-	463	834
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Mov Cap-2 Maneuver	-	-	-	463	-
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Stage 1	-	-	-	674	-
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Stage 2	-	-	-	822	-
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Approach	EB	WB	SB
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HCM Ctrl Dly, s/v	0.4	0	11
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HCM LOS			B
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Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
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Capacity (veh/h)	1200	-	-	-	463	834
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HCM Lane V/C Ratio	0.012	-	-	-	0.084	0.086
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HCM Ctrl Dly (s/v)	8	0.1	-	-	13.5	9.7
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HCM Lane LOS	A	A	-	-	B	A
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HCM 95th %tile Q(veh)	0	-	-	-	0.3	0.3
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PM EXISTING

3: BROKEN SOUND BLVD & BROKEN SOUND PKWY

03/02/2026

Intersection

Intersection Delay, s/veh 14.9

Intersection LOS B

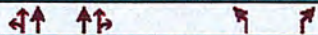
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑			↑↑	↑	↑
Traffic Vol, veh/h	180	268	149	148	111	66
Future Vol, veh/h	180	268	149	148	111	66
Peak Hour Factor	0.73	0.73	0.73	0.73	0.73	0.73
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	247	367	204	203	152	90
Number of Lanes	2	0	0	2	1	1

Approach	EB	WB	NB
Opposing Approach	WB	EB	
Opposing Lanes	2	2	0
Conflicting Approach Left		NB	EB
Conflicting Lanes Left	0	2	2
Conflicting Approach Right	NB		WB
Conflicting Lanes Right	2	0	2
HCM Control Delay, s/veh	16.5	13.9	12.4
HCM LOS	C	B	B

Lane	NBLn1	NBLn2	EBLn1	EBLn2	WBLn1	WBLn2
Vol Left, %	100%	0%	0%	0%	75%	0%
Vol Thru, %	0%	0%	100%	18%	25%	100%
Vol Right, %	0%	100%	0%	82%	0%	0%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	111	66	120	328	198	99
LT Vol	111	0	0	0	149	0
Through Vol	0	0	120	60	49	99
RT Vol	0	66	0	268	0	0
Lane Flow Rate	152	90	164	449	272	135
Geometry Grp	5	5	5	5	5	5
Degree of Util (X)	0.316	0.157	0.272	0.671	0.492	0.23
Departure Headway (Hd)	7.472	6.252	5.957	5.377	6.515	6.134
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	480	572	602	669	552	584
Service Time	5.224	4.003	3.701	3.121	4.265	3.883
HCM Lane V/C Ratio	0.317	0.157	0.272	0.671	0.493	0.231
HCM Control Delay, s/veh	13.7	10.2	10.9	18.5	15.5	10.7
HCM Lane LOS	B	B	B	C	C	B
HCM 95th-tile Q	1.3	0.6	1.1	5.1	2.7	0.9

Intersection

Int Delay, s/veh 1.3

Movement EBL EBT WBT WBR SBL SBRLane Configurations 

Traffic Vol, veh/h 11 336 373 6 30 56

Future Vol, veh/h 11 336 373 6 30 56

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Free Free Free Free Stop Stop

RT Channelized - None - None - None

Storage Length - - - - 0 0

Veh in Median Storage, # - 0 0 - 0 -

Grade, % - 0 0 - 0 -

Peak Hour Factor 95 95 95 95 95 95

Heavy Vehicles, % 2 2 2 2 2 2

Mvmt Flow 12 354 393 6 32 59

Major/Minor Major1 Major2 Minor2

Conflicting Flow All 399 0 - 0 597 200

Stage 1 - - - - 396 -

Stage 2 - - - - 201 -

Critical Hdwy 4.14 - - - 6.84 6.94

Critical Hdwy Stg 1 - - - - 5.84 -

Critical Hdwy Stg 2 - - - - 5.84 -

Follow-up Hdwy 2.22 - - - 3.52 3.32

Pot Cap-1 Maneuver 1156 - - - 434 808

Stage 1 - - - - 649 -

Stage 2 - - - - 813 -

Platoon blocked, % - - - -

Mov Cap-1 Maneuver 1156 - - - 428 808

Mov Cap-2 Maneuver - - - - 428 -

Stage 1 - - - - 641 -

Stage 2 - - - - 813 -

Approach EB WB SB

HCM Ctrl Dly, s/v 0.3 0 11.3

HCM LOS B

Minor Lane/Major Mvmt EBL EBT WBT WBR SBLn1 SBLn2

Capacity (veh/h) 1156 - - - 428 808

HCM Lane V/C Ratio 0.01 - - - 0.074 0.073

HCM Ctrl Dly (s/v) 8.1 0 - - 14.1 9.8

HCM Lane LOS A A - - B A

HCM 95th %tile Q(veh) 0 - - - 0.2 0.2

PM BKGD
3: BROKEN SOUND BLVD & BROKEN SOUND PKWY

03/02/2026

Intersection	
Intersection Delay, s/veh	15
Intersection LOS	B

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑			↑↑	↖	↗
Traffic Vol, veh/h	253	317	199	212	166	88
Future Vol, veh/h	253	317	199	212	166	88
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	266	334	209	223	175	93
Number of Lanes	2	0	0	2	1	1

Approach	EB	WB	NB
Opposing Approach	WB	EB	
Opposing Lanes	2	2	0
Conflicting Approach Left		NB	EB
Conflicting Lanes Left	0	2	2
Conflicting Approach Right	NB		WB
Conflicting Lanes Right	2	0	2
HCM Control Delay, s/veh	16.1	14.6	13.1
HCM LOS	C	B	B

Lane	NBLn1	NBLn2	EBLn1	EBLn2	WBLn1	WBLn2
Vol Left, %	100%	0%	0%	0%	74%	0%
Vol Thru, %	0%	0%	100%	21%	26%	100%
Vol Right, %	0%	100%	0%	79%	0%	0%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	166	88	169	401	270	141
LT Vol	166	0	0	0	199	0
Through Vol	0	0	169	84	71	141
RT Vol	0	88	0	317	0	0
Lane Flow Rate	175	93	178	422	284	149
Geometry Grp	5	5	5	5	5	5
Degree of Util (X)	0.365	0.162	0.301	0.651	0.522	0.258
Departure Headway (Hd)	7.529	6.308	6.109	5.548	6.623	6.248
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	477	567	588	651	542	574
Service Time	5.286	4.065	3.858	3.296	4.376	4.001
HCM Lane V/C Ratio	0.367	0.164	0.303	0.648	0.524	0.26
HCM Control Delay, s/veh	14.6	10.3	11.5	18.1	16.4	11.2
HCM Lane LOS	B	B	B	C	C	B
HCM 95th-ile Q	1.7	0.6	1.3	4.8	3	1

PM TOTAL

6: BROKEN SOUND PKWY/BROKEN SOUND PKAY & DRIVEWAY

03/02/2026

Intersection

Int Delay, s/veh 0.6

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕↕	↕↕		↕	↕
Traffic Vol, veh/h	6	347	378	6	15	23
Future Vol, veh/h	6	347	378	6	15	23
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	6	365	398	6	16	24

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	404	0	0 596 202
Stage 1	-	-	- 401 -
Stage 2	-	-	- 195 -
Critical Hdwy	4.14	-	- 6.84 6.94
Critical Hdwy Stg 1	-	-	- 5.84 -
Critical Hdwy Stg 2	-	-	- 5.84 -
Follow-up Hdwy	2.22	-	- 3.52 3.32
Pot Cap-1 Maneuver	1151	-	- 435 805
Stage 1	-	-	- 645 -
Stage 2	-	-	- 819 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1151	-	- 432 805
Mov Cap-2 Maneuver	-	-	- 432 -
Stage 1	-	-	- 640 -
Stage 2	-	-	- 819 -

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	0.1	0	11.2
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1151	-	-	-	432	805
HCM Lane V/C Ratio	0.005	-	-	-	0.037	0.03
HCM Ctrl Dly (s/v)	8.1	0	-	-	13.6	9.6
HCM Lane LOS	A	A	-	-	B	A
HCM 95th %tile Q(veh)	0	-	-	-	0.1	0.1

PM TOTAL

3: BROKEN SOUND BLVD/DRIVEWAY & BROKEN SOUND PKWY

03/02/2026

Intersection

Intersection Delay, s/veh 19.9

Intersection LOS C

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔↔			↔↔		↗	↘			↖	↗
Traffic Vol, veh/h	9	255	317	206	216	5	166	11	91	11	23	19
Future Vol, veh/h	9	255	317	206	216	5	166	11	91	11	23	19
Peak Hour Factor	0.92	0.95	0.95	0.95	0.95	0.92	0.95	0.92	0.95	0.95	0.95	0.95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	10	268	334	217	227	5	175	12	96	12	24	20
Number of Lanes	0	2	0	0	2	0	1	1	0	0	1	1

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	2	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	2	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	2
HCM Control Delay, s/veh	24	19.1	14.1	11.4
HCM LOS	C	C	B	B

Lane	NBLn1	NBLn2	EBLn1	EBLn2	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	100%	0%	7%	0%	66%	0%	32%	0%
Vol Thru, %	0%	11%	93%	29%	34%	96%	68%	0%
Vol Right, %	0%	89%	0%	71%	0%	4%	0%	100%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	166	102	137	445	314	113	34	19
LT Vol	166	0	9	0	206	0	11	0
Through Vol	0	11	128	128	108	108	23	0
RT Vol	0	91	0	317	0	5	0	19
Lane Flow Rate	175	108	144	468	331	119	36	20
Geometry Grp	5	5	5	5	5	5	5	5
Degree of Util (X)	0.389	0.205	0.265	0.79	0.647	0.222	0.083	0.041
Departure Headway (Hd)	8.005	6.852	6.617	6.075	7.049	6.7	8.341	7.45
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	451	524	546	599	512	537	429	480
Service Time	5.744	4.59	4.321	3.779	4.784	4.418	6.094	5.202
HCM Lane V/C Ratio	0.388	0.206	0.264	0.781	0.646	0.222	0.084	0.042
HCM Control Delay, s/veh	15.8	11.4	11.7	27.8	21.9	11.3	11.9	10.5
HCM Lane LOS	C	B	B	D	C	B	B	B
HCM 95th-tile Q	1.8	0.8	1.1	7.6	4.6	0.8	0.3	0.1



JMD ENGINEERING, INC.

TRAFFIC IMPACT EQUIVALENCY STATEMENT PARK TOWER AT BROKEN SOUND

JMD Engineering, Inc. prepared a Traffic Impact Analysis for the above-mentioned property. The analysis assumed the existing site had 69,066 square feet of office and 6,816 square feet of warehouse as depicted in Table 1. Palm Beach County issued a TPS approval letter on August 4, 2025 based on this data.

The City of Raton provided information that the approved site plan called for 70,830 square feet of office and 7,055 square feet of warehouse. The revised trip generation based on these updated numbers is shown in Table 2.

The increase of 1,764 square feet of office and 239 square feet of warehouse resulting in an increase in existing site traffic. As such, there is a decrease in the net traffic for the proposed traffic of 18 daily trips, 3 AM peak hour trips and 2 PM peak hour trips compared to the August 4, 2025 TPS approval letter

	Daily	AM Peak Hour			PM Peak Hour		
		<u>Total</u>	<u>In</u>	<u>Out</u>	<u>Total</u>	<u>In</u>	<u>Out</u>
TPS 8/4/25 Net Trips	246	4	-17	21	8	16	-8
Proposed Net Trips	228	1	-20	21	6	16	-10
Difference	-18	-3	-3	0	-2	0	-2

JMD ENGINEERING, INC.

John M. Donaldson, P.E.
Transportation Engineer

Florida Registration
Number 40568
Certificate of Authorization
Number CA00009514

Digitally signed
by JOHN M
DONALDSON

Date:
2026.09.17
'13:49:03 -05'00



This item has been
Electronically signed &
Sealed by John M.
Donaldson, P.E. on the time
and date stamp shown using
the digital signature. Printed
copies of this document are not
considered signed and sealed and
the signature must be verified on
any electronic copies.

TABLE 1 PARK TOWER AT BROKEN SOUND TRIP GENERATION								
LAND USE	INTENSITY	DAILY	AM PEAK HOUR			PM PEAK HOUR		
			TOTAL	IN	OUT	TOTAL	IN	OUT
VESTED (BUILT > 5 YEARS AGO)								
OFFICE	69,066 SF	749	105	92	13	99	17	82
WAREHOUSE	6,816 SF	11	1	1	0	1	0	1
Subtotal		760	106	93	13	100	17	83
PASS-BY OFFICE	10%	75	11	10	1	10	2	8
PASS-BY WAREHOUSE	10%	1	0	0	0	0	0	0
Subtotal		76	11	10	1	10	2	8
NET EXISTING TRIPS		684	95	83	12	90	15	75
PROPOSED DEVELOPMENT								
OFFICE	48,479 SF	526	74	65	9	70	12	58
WAREHOUSE	6,267 SF	11	1	1	0	1	0	1
RETAIL	2,100 SF	114	5	3	2	14	7	7
APARTMENTS	97 UNIT	441	36	9	27	38	23	15
Subtotal		1,092	116	78	38	123	42	81
Internal Capture (5%D,5%AM,10%PM)								
OFFICE		26	3	2	1	3	1	2
RETAIL		6	2	1	1	4	2	2
APARTMENTS		22	1	0	1	5	3	2
PROPOSED DRIVEWAY TRIPS								
		54	6	3	3	12	6	6
		1,038	110	75	35	111	36	75
PASS-BY OFFICE	10%	50	8	7	1	7	2	5
PASS-BY WAREHOUSE	10%	0	0	0	0	0	0	0
PASS-BY RETAIL	63%	58	3	2	1	6	3	3
Subtotal		108	11	9	2	13	5	8
PROPOSED NET TRIPS		930	99	66	33	98	31	67
PROPOSED NET DRIVEWAY TRIPS		278	4	(18)	22	11	19	(8)
TPS NET NEW TRIPS		246	4	(17)	21	8	16	(8)
Palm Beach County Trip Generation Rates								
Landuse	ITE Code	Unit	Daily Rate/Equation	Pass-By %	AM Peak Hour		PM Peak Hour	
					In/Out	Rate/Equation	In/Out	Rate/Equation
Warehouse	150	1000 S.F.	1.71	10%	77/23	0.17	28/72	0.18
Multifamily Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	Dwelling Unit	4.54	0%	23/77	0.37	61/39	0.39
General Office (10k-250k SF GFA)	710	1000 S.F.	10.84	10%	88/12	1.52	17/83	1.44

TABLE 2 PARK TOWER AT BROKEN SOUND TRIP GENERATION								
LAND USE	INTENSITY	DAILY	AM PEAK HOUR			PM PEAK HOUR		
			TOTAL	IN	OUT	TOTAL	IN	OUT
VESTED (BUILT > 5 YEARS AGO)								
OFFICE	70,830 SF	768	108	95	13	102	17	85
WAREHOUSE	7,055 SF	12	1	1	0	1	0	1
Subtotal		780	109	96	13	103	17	86
PASS-BY OFFICE	10%	77	11	10	1	11	2	9
PASS-BY WAREHOUSE	10%	1	0	0	0	0	0	0
Subtotal		78	11	10	1	11	2	9
NET EXISTING TRIPS		702	98	86	12	92	15	77
PROPOSED DEVELOPMENT								
OFFICE	48,479 SF	526	74	65	9	70	12	58
WAREHOUSE	6,267 SF	11	1	1	0	1	0	1
RETAIL	2,100 SF	114	5	3	2	14	7	7
APARTMENTS	97 UNIT	441	36	9	27	38	23	15
Subtotal		1,092	116	78	38	123	42	81
Internal Capture (5%D,5%AM,10%PM)								
OFFICE		26	3	2	1	3	1	2
RETAIL		6	2	1	1	4	2	2
APARTMENTS		22	1	0	1	5	3	2
PROPOSED DRIVEWAY TRIPS								
		54	6	3	3	12	6	6
		1,038	110	75	35	111	36	75
PASS-BY OFFICE	10%	50	8	7	1	7	2	5
PASS-BY WAREHOUSE	10%	0	0	0	0	0	0	0
PASS-BY RETAIL	63%	58	3	2	1	6	3	3
Subtotal		108	11	9	2	13	5	8
PROPOSED NET TRIPS		930	99	66	33	98	31	67
PROPOSED NET DRIVEWAY TRIPS		258	1	(21)	22	8	19	(11)
TPS NET NEW TRIPS		228	1	(20)	21	6	16	(10)
Palm Beach County Trip Generation Rates								
Landuse	ITE Code	Unit	Daily Rate/Equation	Pass-By %	AM Peak Hour		PM Peak Hour	
					In/Out	Rate/Equation	In/Out	Rate/Equation
Warehouse	150	1000 S.F.	1.71	10%	77/23	0.17	28/72	0.18
Multi-family Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	Dwelling Unit	4.54	0%	23/77	0.37	61/39	0.39
General Office (10k-250k SF GFA) ²	710	1000 S.F.	10.84	10%	88/12	1.52	17/83	1.44



**Engineering and
Public Works Department**

P.O. Box 21229
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**Palm Beach County
Board of County
Commissioners**

Maria G. Marino, Mayor
Sara Baxter, Vice Mayor

Gregg K. Weiss

Joel Flores

Marci Woodward

Maria Sachs

Bobby Powell, Jr.

County Administrator

Verdenia C. Baker

August 4, 2025

John M. Donaldson, P.E.
JMD Engineering, Inc.,
800 Crestwood Court S., #807
Royal Palm Beach, FL 33411

**RE: Park Tower at Broken Sound
Project #: 250603
Traffic Performance Standards (TPS) Review**

Dear Mr. Donaldson:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated June 2, 2025, and supplemental changes and information provided in an email to the Traffic Division, dated 7/31/2025, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	City of Boca Raton
Location:	1075 Broken Sound Parkway NW
PCN:	06-42-47-01-03-008-0010/-0020
Access:	Two full access driveways connection onto Broken Sound Parkway NW (As used in the study and is NOT necessarily an approval by the County through this TPS letter)
Existing Uses:	General Office = 69,066 SF, and Warehouse = 6,816 SF
Proposed Uses:	General Office = 48,479 SF, and Warehouse = 6,267 SF, and Addition of Multifamily Mid-rise Residential = 97 DUs
Net Daily Trips:	243 (Proposed – Existing)
Net Peak Hour Trips:	5 (-16/21) AM; 8 (17/-9) PM (Proposed – Existing)
Total Daily Trips:	928
Total Peak Hour Trips:	100 (67/33) AM; 98 (32/66) PM
Build-out:	December 31, 2029

Based on the review, the Traffic Division has determined that the proposed development meets the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC).

It is recommended that the City evaluate the driveway classification to determine whether any deviations are necessary, as this was not addressed in the report nor reviewed by the County. Additionally, the parking analysis was not reviewed; the City is encouraged to conduct its own evaluation of the parking analysis.

Please note the receipt of a TPS approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for an R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

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John M. Donaldson, P.E.
August 4, 2025
Page 2

No building permits are to be issued by the City after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-478-5755 or email MRahman@pbc.gov.

Sincerely,

A handwritten signature in blue ink that reads "Rahman".

Moshir Rahman, Ph.D., P.E.
Professional Engineer
Engineering and Public Works Dept.
Traffic Division

MR:QB:yg

cc: Addressee

Jim Bell, Long Range Project Manager, City of Boca Raton

Quazi Bari, P.E., PTOE, Manager - Growth Management, Traffic Division

Alberto Lopez Tagle, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review

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August 4, 2025

John M. Donaldson, P.E.
JMD Engineering, Inc.,
800 Crestwood Court S., #807
Royal Palm Beach, FL 33411

**RE: Park Tower at Broken Sound
Project #: 250603
Traffic Performance Standards (TPS) Review**

Dear Mr. Donaldson:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated June 2, 2025, and supplemental changes and information provided in an email to the Traffic Division, dated 7/31/2025, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	City of Boca Raton
Location:	1075 Broken Sound Parkway NW
PCN:	06-42-47-01-03-008-0010/-0020
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Existing Uses:	General Office = 69,066 SF, and Warehouse = 6,816 SF
Proposed Uses:	General Office = 48,479 SF, and Warehouse = 6,267 SF, and Addition of Multifamily Mid-rise Residential = 97 DUs
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Build-out:	December 31, 2029

Based on the review, the Traffic Division has determined that the proposed development meets the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC).

It is recommended that the City evaluate the driveway classification to determine whether any deviations are necessary, as this was not addressed in the report nor reviewed by the County. Additionally, the parking analysis was not reviewed; the City is encouraged to conduct its own evaluation of the parking analysis.

Please note the receipt of a TPS approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for an R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

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John M. Donaldson, P.E.
August 4, 2025
Page 2

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The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-478-5755 or email MRahman@pbc.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Rahman".

Moshiur Rahman, Ph.D., P.E.
Professional Engineer
Engineering and Public Works Dept.
Traffic Division

MR:QB:yg

cc: Addressee

Jim Bell, Long Range Project Manager, City of Boca Raton

Quazi Bari, P.E., PTOE, Manager - Growth Management, Traffic Division

Alberto Lopez Tagle, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review

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CONSULTING ARBORIST, INC.

Arboriculture Tree Report

1075 Broken Sound Parkway, Boca Raton

Name: Compson Associates

Attn.: Glenn E. Gromann

Address: 1075 NW Broken Sound Parkway Suite 103,
Boca Raton, FL 33487

Date: December 13th, 2025

Phone: 561.244.6650

Email: ggromann@compson.com

Prepared by: Trea Jones
International Society of Arboriculture Certified Arborist

Certification of Performance

I, Trea Jones, certify to the best of my knowledge, and abilities:

That I have personally inspected the tree(s) and or the property referred to in this report.

That it is my professional opinion, that the following report is true, and the conclusions and results stated are correct based on the information received about the property evaluated and the evaluation methods followed.

That the reported analyses, opinions, and conclusions are only limited by the reported assumptions, methods and limiting conditions and my personal, unbiased professional analyses, opinions and conclusions.

That Sutton Consulting Arborist, Inc. acts as an independent tree, and landscape consultant. This firm has no prospective or current interest in the property evaluated or interest/bias with respect to the parties involved.

That this Report, or parts of this Report, have not been revealed to any party other than the Client named and will not be revealed to any other party unless authorized to do so by Client named or by due process of law or by legally required public testimony by this firm of these results.

This report is written in good faith and all rights are reserved by Sutton Consulting Arborist, Inc. It is for use by the client named only.

Trea Jones
Trea Jones/Sutton Consulting Arborist
ISA Certified Arborist #FL-9929A

Report

I. Introduction

This is a commercial property. My assignment is to evaluate specific trees and palms set for removal or relocation on site for health and condition.

II. Property Involved

The property involved is known as, 1075 Broken Sound Parkway, Boca Raton. I arrived on site 12-08-2025. The trees/palms are located throughout the property.

III. Data Collection

The property/trees were evaluated by site visit to determine environmental conditions, species, size (DBH and height) condition as a percentage and pictures.

IV. Limiting Conditions

This "Arboriculture Report" includes only the listed trees, landscape conditions in the immediate area where the tree is located, and conditions caused by or attributable to the trees on this property. We did not evaluate and make no evaluation or conclusions regarding any other part of the landscape or other items of this property.

Limits of the Assignment

1. This report is not intended as and does not represent legal advice and should not be relied upon to take the place of such advice.
2. This report is limited to documenting the condition of the tree on the dates given. Care has been taken to obtain all information from reliable sources. All data has been verified insofar as possible; however, the consultant can neither guarantee nor be responsible for the accuracy of information provided by others.
3. Loss or alteration of any part of this report invalidates the entire report.
4. Sketches and photographs used in this report are intended as visual aids only and are not necessarily to scale.

V. Discussion

A landscape is not a forest, woods, or other wild habitat. It is intended to be a planned and controlled environment. Trees can cause considerable damage to structures when not planted in the right locations based on species and mature size. Trees should be planted with adequate green space for mature tree size both above and below ground in-order to prevent conflicts with structures above and below ground. The appearance and value of a landscape suffer, and the property devaluates due to poor tree selection and placement.

Poorly planned landscapes also give rise to possible property damage, bodily injury and other negative circumstances and unnecessary expenses

Professionally designed and professionally maintained landscape, plants, shrubs, and trees traditionally stabilize and/or increase property values.

Trees growing in groups depend on each member of the group for stability of their root systems, wind breaks and shade. They work as one unit and appear as one from an aerial view. The loss of one or more from the group can and does have a detrimental effect on health, stability as well as aesthetics.

Most tree roots grow out horizontally from the tree in the top 6-12 inches of soil. A mature tree's roots can spread 2-3 times the diameter of the tree's crown or canopy.

Critical Root Zone (CRZ)

For existing trees, there is a minimum amount of area, above (for the trunk and crown) and below ground (for soil health and the root system vitality) that is required to protect trees and preserve tree health. This area is identified as the Critical Root Zone (CRZ) and is generally agreed to be equivalent to the soil area below ground and the space above ground defined by the tree's dripline, or the greatest extent of the branches. Significant risk of catastrophic failure exists if structural roots within this given radius are destroyed or severely damaged. Limits of disruption are based upon tree diameter (DBH) at 4.5 feet above the ground. We define the Critical Root Zone for all trees as the circular area above and below ground with a radius equivalent to the greater of 6 feet or 1.0 feet for every inch in trunk diameter at 4.5 feet above the ground. For example, a tree with a trunk diameter (DBH) of 10 inches has a CRZ of 10 feet (10 inches x 1.0) around the tree. While the radius of the CRZ is 10 feet, the diameter of the entire CRZ is 20 feet.

Generally, the full Perimeter (PCRZ) is considered the optimum amount of root protection for a tree. (The ICRZ is identified as the inner half of the CRZ radius). As root impact occurs within the PCRZ, greater post care will be required for the tree to remain alive and stable. The absolute maximum disturbance allowed must still leave the ICRZ undisturbed if the tree is to have any chance of survival.

The CRZ (Critical Root Zone) is calculated at 1" of root for each inch of trunk diameter at or near breast height (dbh). This gives the radius of the CRZ.

Example:

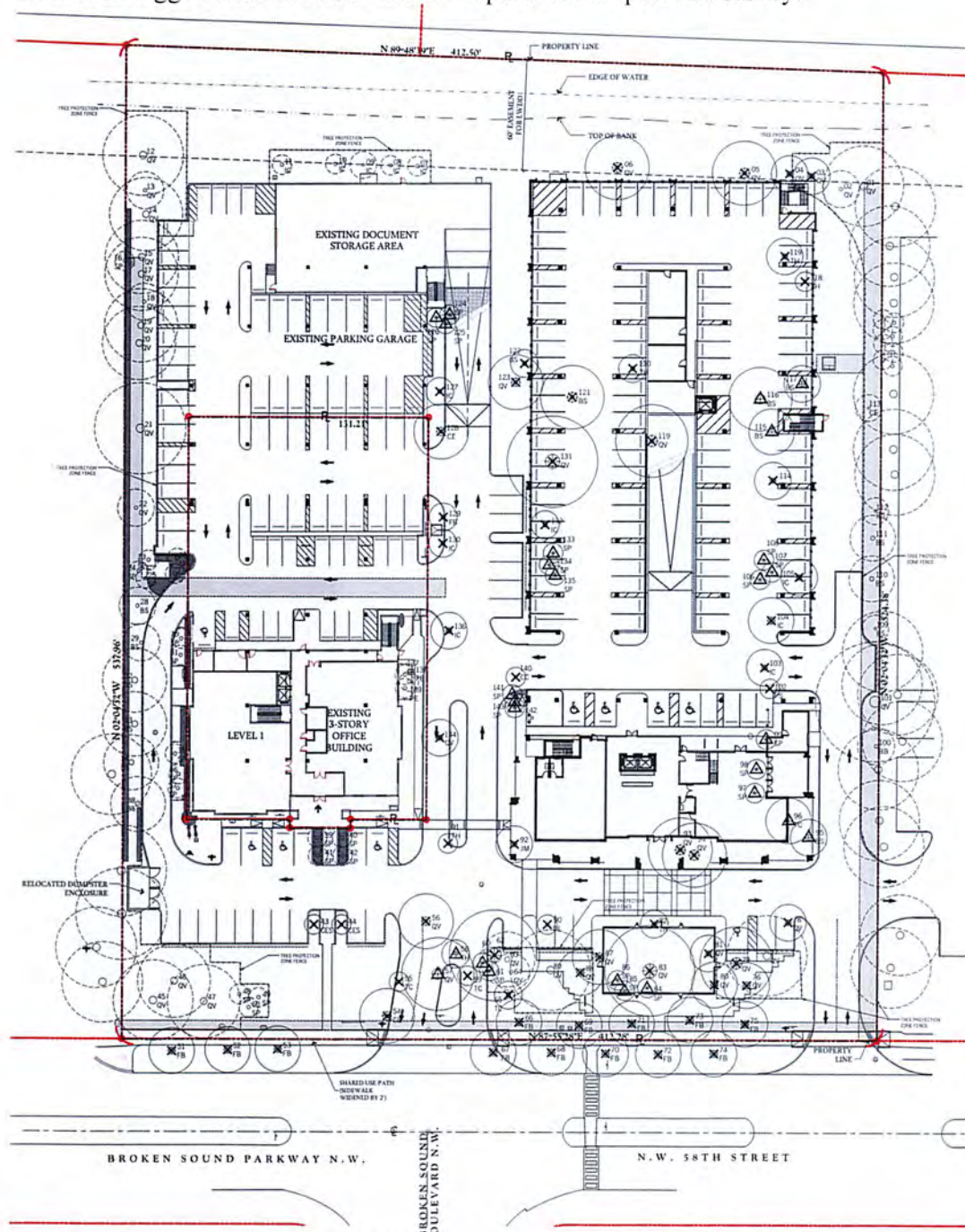
Tree Diameter		CRZ		Tree Diameter		CRZ	
2" diameter	2' radius			16" diameter	16' radius		
4" diameter	4' radius			20" diameter	20' radius		
6" diameter	6' radius			24" diameter	24' radius		
10" diameter	10' radius			30" diameter	30' radius		
12" diameter	12' radius			40" diameter	40' radius		

The CRZ of a tree, also called the "tree protection zone", is often defined as an imaginary circle on the ground that corresponds with the "dripline" of the tree. However, the dripline is very irregular and misleading, so the trunk diameter is referred to.

This is a generally accepted method for measuring CRZ, root systems do vary in depth and spread based on size of tree, soil quality, water table, species, and other related factors such as root obstructions.

VI. Conclusions and Recommendations

Please see survey with tree locations, excel spreadsheet and pictures below. All trees accessible have been tagged with numbers that correspond with report and survey.



Tree ID#	Common name	Botanical name	DBH (Inch)	Height CT (FT)	Height OA (FT)	Condition	Canopy Spread (FT)	Notes
3	Live oak	<i>Quercus virginiana</i>	21"	n/a	25'	20%	50x38	Co-canopy, canopy is heavy with vine, poor structure, co-dominant branch union with included bark
4	Live oak	<i>Quercus virginiana</i>	14"	n/a	25'	30%	40x30	Sub-canopy, canopy is heavy with vine, co-dominant branch union
5	Live oak	<i>Quercus virginiana</i>	18"	n/a	25'	40%	45x45	Co-canopy, canopy is heavy with vine, co-dominant branch union with included bark, root obstruction from retaining wall
6	Live oak	<i>Quercus virginiana</i>	17"	n/a	25'	45%	40x40	Co-dominant branch union, root obstruction from retaining wall
43	Silver buttonwood	<i>Conocarpus erectus</i> var. <i>sericeus</i>	2"	n/a	7'	60%	4x4	Pruned and maintained as topiary
44	Silver buttonwood	<i>Conocarpus erectus</i> var. <i>sericeus</i>	2"	n/a	7'	60%	4x4	Pruned and maintained as topiary
51	Ficus nitida	<i>Ficus microcarpa</i>	19"	n/a	35'	40%	30x30	Co-canopy, roots obstruction on two sides of the trunk, co-dominant branch union, overlifted and overextended first order branches
52	Ficus nitida	<i>Ficus microcarpa</i>	26"	n/a	35'	40%	50x40	Co-canopy, roots obstruction on two sides of the trunk, co-dominant branch union, overlifted and overextended first order branches
53	Ficus nitida	<i>Ficus microcarpa</i>	38"	n/a	30'	20%	28x20	Co-canopy, roots obstruction on two sides of the trunk, co-dominant branch union, overlifted and overextended first order branches, decay in first order branches
54	Green buttonwood	<i>Conocarpus erectus</i>	15"	n/a	35'	60%	28x28	Multi co-dominant branch union
55	Yellow tabebuia	<i>Tabebuia chrysotricha</i>	13"	n/a	8'	40%	12x8	Multi stemmed, three main trunks
56	Live oak	<i>Quercus virginiana</i>	17"	n/a	25'	30%	30x30	Root obstruction on one side of the trunk, previously removed lower first order branch which has resulted in an open cavity with visible decay, co-dominant branch union
57	Live oak	<i>Quercus virginiana</i>	22"	n/a	35'	60%	50x50	Co-canopy, co-dominant branch union
58	Pink tabebuia	<i>Tabebuia rosea</i>	6"	n/a	20'	60%	16x16	
59	Yellow tabebuia	<i>Tabebuia chrysotricha</i>	7"	n/a	20'	30%	15x12	Sub-canopy, poor structure
60	Sabal palm	<i>Sabal palmetto</i>	n/a	15'	n/a	60%	12x12	
61	Sabal palm	<i>Sabal palmetto</i>	n/a	15'	n/a	60%	12x12	
62	Live oak	<i>Quercus virginiana</i>	18"	n/a	35'	40%	65x30	Sub-canopy, co-dominant branch union, poor structure
65	Yellow tabebuia	<i>Tabebuia chrysotricha</i>	8"	n/a	25'	30%	16x16	Sub-canopy, co-dominant branch union, very poor structure
66	Ficus nitida	<i>Ficus microcarpa</i>	48"	n/a	35'	20%	50x50	Root obstruction on one side of the trunk, previously failed first order branches resulting in major decay, dead branches over the sidewalk, overlifted first order branches

Tree ID#	Common name	Botanical name	DBH (Inch)	Height CT (FT)	Height OA (FT)	Condition	Canopy Spread (FT)	Notes
67	Ficus nitida	<i>Ficus microcarpa</i>	26"	n/a	35'	40%	50x40	Co-canopy, root obstruction on two sides of the trunk, co- dominant branch union, overlifted and overextended first order branches
68	Ficus nitida	<i>Ficus microcarpa</i>	22"	n/a	35'	40%	50x40	Co-canopy, root obstruction on two sides of the trunk, co- dominant branch union, overlifted and overextended first order branches
69	Ficus nitida	<i>Ficus microcarpa</i>	23"	n/a	35'	40%	45x38	Co-canopy, co-dominant branch union, heavy with vine
70	Ficus nitida	<i>Ficus microcarpa</i>	24"	n/a	35'	40%	50x40	Co-canopy, root obstruction on two sides of the trunk, co- dominant branch union, overlifted and overextended first order branches
71	Ficus nitida	<i>Ficus microcarpa</i>	29"	n/a	35'	40%	60x50	Co-canopy, multi co-dominant branch union
72	Ficus nitida	<i>Ficus microcarpa</i>	24"	n/a	30'	40%	45x35	Co-canopy, root obstruction on two sides of the trunk, co- dominant branch union, overlifted and overextended first order branches
73	Ficus nitida	<i>Ficus microcarpa</i>	28"	n/a	30'	30%	50x35	Co-canopy, multi co-dominant branch union, very poor structure
74	Ficus nitida	<i>Ficus microcarpa</i>	24"	n/a	30'	30%	40x30	Sub-canopy, co-dominant branch union, root obstruction on two sides of the trunk
75	Ficus nitida	<i>Ficus microcarpa</i>	29"	n/a	30'	45%	50x42	Co-canopy, multi co-dominant branch union, poor structure
76	Live oak	<i>Quercus virginiana</i>	13"	n/a	25'	30%	40x25	Co-canopy, poor structure
77	Live oak	<i>Quercus virginiana</i>	23"	n/a	25'	40%	55x50	Co-canopy, co-dominant branch union, previous second order branch failure
78	Live oak	<i>Quercus virginiana</i>	7"	n/a	15'	25%	18x13	Sub-canopy
80	Live oak	<i>Quercus virginiana</i>	23"	n/a	30'	40%	60x30	Co-canopy, asymmetrical canopy, co-dominant branch union, poor structure
81	Live oak	<i>Quercus virginiana</i>	13"	n/a	25'	25%	25x18	Root obstruction on one side of the trunk, fruiting body of a mushroom indicating internal decay, asymmetrical canopy, poor structure
82	Dahoon holly	<i>Ilex cassine</i>	6"	n/a	20'	50%	28x22	Root obstruction on two sides
83	Live oak	<i>Quercus virginiana</i>	21"	n/a	30'	40%	60x50	Co-canopy, co-dominant branch union, previously failed second order branches
84	Sabal palm	<i>Sabal palmetto</i>	n/a	15'	n/a	70%	12x12	
85	Sabal palm	<i>Sabal palmetto</i>	n/a	20'	n/a	70%	12x12	
86	Sabal palm	<i>Sabal palmetto</i>	n/a	15'	n/a	70%	12x12	
87	Live oak	<i>Quercus virginiana</i>	14"	n/a	30'	50%	36x30	Root obstruction on one side of the trunk,
88	Live oak	<i>Quercus virginiana</i>	13"	n/a	25'	40%	20x16	Asymmetrical canopy, poor structure
90	Areca palm	<i>dypsis lutescens</i>	n/a	8'	n/a	70%	18x18	
91	Pink tabebuia	<i>Tabebuia rosea</i>	6"	n/a	18'	30%	16x16	Co-dominant branch union with included bark, major tip decline, root obstruction on two sides of the trunk

Tree ID#	Common name	Botanical name	DBH (Inch)	Height CT (FT)	Height OA (FT)	Condition	Canopy Spread (FT)	Notes
92	Jacaranda	<i>Jacaranda mimosifolia</i>	10"	n/a	25'	40%	28x28	Co-dominant branch union with included bark, root obstruction on four sides of the trunk
93	Live oak	<i>Quercus virginiana</i>	23"	n/a	40'	30%	55x36	Co-canopy, root obstruction on four sides of the trunk, overlifted trunk for visual clearance for the building, co-dominant branch union, trunk torsion has previously occurred and it's evident on the trunk where the tree compartmentalized the area
94	Live oak	<i>Quercus virginiana</i>	24"	n/a	40'	30%	62x52	Co-canopy, root obstruction on four sides of the trunk, overlifted trunk for visual clearance for the building, co-dominant branch union, poor structure
95	Gumbo limbo	<i>Bursera simaruba</i>	12"	n/a	27'	40%	35x30	Sub-canopy, root obstruction on two sides, co-dominant branch union
96	Yellow tabebuia	<i>Tabebuia chrysotricha</i>	15"	n/a	30'	45%	38x38	Co-canopy, root obstruction on two sides, co-dominant branch union
97	Sabal palm	<i>Sabal palmetto</i>	n/a	25'	n/a	70%	12x12	
98	Sabal palm	<i>Sabal palmetto</i>	n/a	23'	n/a	70%	12x12	
99	Sabal palm	<i>Sabal palmetto</i>	n/a	23'	n/a	70%	12x12	
102	Sylvester Date Palm	<i>Phoenix sylvestris</i>	n/a	25'	n/a	60%	22x22	
103	Dahoon holly	<i>Ilex cassine</i>	10"	n/a	25'	60%	18x18	Co-dominant branch union
104	Dahoon holly	<i>Ilex cassine</i>	11"	n/a	25'	60%	20x20	Co-dominant branch union
105	Dahoon holly	<i>Ilex cassine</i>	7"	n/a	23'	60%	18x18	Co-dominant branch union
106	Sabal palm	<i>Sabal palmetto</i>	n/a	17'	n/a	60%	12x12	
107	Sabal palm	<i>Sabal palmetto</i>	n/a	17'	n/a	70%	12x12	
108	Sabal palm	<i>Sabal palmetto</i>	n/a	15'	n/a	60%	12x12	
114	Dahoon holly	<i>Ilex cassine</i>	10"	n/a	25'	40%	18x18	Co-dominant branch union
115	Gumbo limbo	<i>Bursera simaruba</i>	13"	n/a	25'	40%	30x30	Co-canopy, root obstruction on one side, co-dominant branch union
116	Gumbo limbo	<i>Bursera simaruba</i>	17"	n/a	25'	45%	34x34	Co-canopy, root obstruction on three side, multi co-dominant branch union
117	Gumbo limbo	<i>Bursera simaruba</i>	10"	n/a	20'	45%	24x24	Co-canopy, root obstruction on three side
118	Pink tabebuia	<i>Tabebuia rosea</i>	5"	n/a	16'	50%	10x10	Nutritional deficiency, canker in the trunk
119 pt1	Pink tabebuia	<i>Tabebuia rosea</i>	7"	n/a	22'	70%	22x22	
119 pt2	Live oak	<i>Quercus virginiana</i>	23"	n/a	30'	45%	60x55	Root obstruction on one side of the trunk, co-dominant branch union, overlifted branch union
120	Dahoon holly	<i>Ilex cassine</i>	6"	n/a	16'	65%	14x14	Root obstruction on two sides of the trunk

Tree ID#	Common name	Botanical name	DBH (Inch)	Height CT (FT)	Height OA (FT)	Condition	Canopy Spread (FT)	Notes
121	Gumbo limbo	<i>Bursera simaruba</i>	16"	n/a	27'	40%	45x45	Root obstruction on two sides of the trunk , multi co- dominant branch union, previously hatracked
122	Gumbo limbo	<i>Bursera simaruba</i>	7"	n/a	15'	50%	16x16	Root obstruction on two sides of the trunk, sub-canopy
123	Live oak	<i>Quercus virginiana</i>	12"	n/a	27'	45%	40x40	Root obstruction on one side of the trunk , co-dominant branch union
124	Sabal palm	<i>Sabal palmetto</i>	n/a	12'	n/a	70%	12x12	
125	Sabal palm	<i>Sabal palmetto</i>	n/a	9'	n/a	70%	12x12	
126	Sabal palm	<i>Sabal palmetto</i>	n/a	17'	n/a	70%	12x12	
127	Dahoon holly	<i>Ilex cassine</i>	6"	n/a	15'	60%	16x12	Co-dominant branch union, root obstruction on one side
128	Green buttonwood	<i>Conocarpus erectus</i>	14"	n/a	20'	55%	30x30	Co-dominant branch union, root obstruction on one side
129	Weeping fig ficus	<i>Ficus benjamina</i>	7"	n/a	22'	50%	30x30	Co-dominant branch union, root obstruction on one side
130	Dahoon holly	<i>Ilex cassine</i>	7"	n/a	12'	60%	18x16	Co-dominant branch union, root obstruction on one side
131	Live oak	<i>Quercus virginiana</i>	27"	n/a	30'	35%	60x60	Root obstruction on two sides of the trunk, co-dominant branch union, many fruiting bodies on the trunk indicating internal decay
132	Dahoon holly	<i>Ilex cassine</i>	5"	n/a	17'	55%	12x12	
133	Sabal palm	<i>Sabal palmetto</i>	n/a	13'	n/a	70%	12x12	
134	Sabal palm	<i>Sabal palmetto</i>	n/a	13'	n/a	70%	12x12	
135	Sabal palm	<i>Sabal palmetto</i>	n/a	13'	n/a	70%	12x12	
136	Dahoon holly	<i>Ilex cassine</i>	8"	n/a	15'	45%	16x16	
140	Bottle brush	<i>Melaleuca viminalis</i>	7"	n/a	8'	10%	3x3	Previously cut back to a 6' stump, root obstruction on one side of the trunk
141	Sabal palm	<i>Sabal palmetto</i>	n/a	20'	n/a	70%	12x12	
142	Sabal palm	<i>Sabal palmetto</i>	n/a	19'	n/a	70%	12x12	
143	Sabal palm	<i>Sabal palmetto</i>	n/a	16'	n/a	70%	12x12	
144	Live oak	<i>Quercus virginiana</i>	8"	n/a	16'	45%	22x22	Root obstruction on two sides of the trunk, co-dominant branch union