

**MEMORANDUM****PLANNING AND ZONING APPLICATION**

DATE: October 15, 2026
TO: Community Redevelopment Agency
FROM: Mark Sohaney *MS*
City Manager
SUBJECT: 101 E Palmetto (CRP-24-02) – Supplemental Memorandum

This memorandum is supplementary to the attached May 8, 2026, memorandum from the City Manager to the City Council ("May 8 Memo"). All terms defined in the May 8 Memo shall also be applicable in this memorandum.

BACKGROUND

This Project was presented to the CRA Board on May 11, 2026 for an IDA to authorize the adaptive reuse of an existing 8,235 square foot, two (2)-story building, which is currently occupied by approximately 5,680 square feet of retail uses and 2,555 square feet of office uses for:

- A change in use from 2,555 square feet of Retail (High) to four (4) residential units on the second floor;
- Minor exterior modifications to construct a new 2,154 square foot outdoor courtyard space and allow a new 550 square foot outdoor customer service area for a new 2,544 square foot restaurant with 1,272 square feet of indoor customer service area on the first floor;
- Technical deviation from DDRI Development Order Paragraph 2(4)(b)(1), to reduce the required number of off-street parking spaces from 59 spaces to zero (0) spaces; and
- A conversion of uses within Downtown Subarea B.

At the May 11, 2026, meeting, the CRA Board reviewed the Application and voted 5-0 to postpone the Application to the June 9, 2026, CRA meeting to address concerns regarding affordable housing and parking for the four (4) residential units. Ultimately, the Applicant elected to further delay the Application and make substantial changes.

Subsequent to the May 11 CRA meeting, the Applicant has revised the Application to eliminate the four (4) proposed residential units, so that the existing office use would remain on the second floor. With this Application, the Applicant will also memorialize through the proposed IDA that the second floor of the building is occupied by office use rather than Retail (High) uses (as it has been classified as Retail (High) since the adoption of the DDRI Development Order.

Further, the Applicant has revised the proposed parking technical deviation to reflect the net difference of the parking required for the proposed uses and the parking required for the existing uses. All other components of the Application remain unchanged. As a result of these changes, the Applicant is able to apply shared parking for the proposed mix of retail, restaurant, and office use, which requires 52 parking spaces. The intent of the shared parking requirements is to permit a reduction in the total number of required parking spaces when a parcel is occupied by two (2) or more uses that do not typically experience peak parking hours simultaneously, since office and retail/restaurant do not share the same peak parking hours.

The Property currently functions with zero (0) parking spaces, while 25 parking spaces are required pursuant to the shared parking analysis. The Applicant is requesting a technical deviation from Paragraph 2(4)(b)(1) of the DDRI Development Order to reduce the required number of off-street parking spaces from 52 spaces to 25 spaces (a reduction of 27 spaces). Since the Property currently operates with zero (0) parking spaces, the request is to reduce the required parking by 27 parking spaces, which is the difference in the parking demand due to this Application. In the previous iteration of the Project, 59 parking spaces were required, and 0 parking spaces were provided; however, because the retail, restaurant, and residential uses had similar peak parking hours, the Applicant was unable to use shared parking. This reduction in parking is required solely due to a change in use, as there are no building modifications resulting from this Application.

The DDRI Development Order does not require existing buildings that are non-conforming in regards to off-street parking to become conforming, provided: (i) the new use requires no more parking under [the DDRI] Development Order than the previous use would require, or (ii) parking is added to the extent that the required parking for the new use under the DDRI Development Order exceeds the parking required for the previous use; however, in the event that the CRA determines that the development or redevelopment of a building that was in existence on the effective date of this Development Order can not meet the parking requirements of this Development Order and that the proposed development or redevelopment is otherwise consistent with this Development Order and the goals, policies, and objectives of the Community Redevelopment Plan, the CRA may issue an IDA authorizing the proposed development provided that the CRA finds that the proposed development has complied with the parking requirements to whatever extent is possible. As a reminder, this Property was developed in the 1930s, has historically operated without any on-site parking, and predates current parking standards. While off-street parking was not required when the Property was originally developed, if the same uses that presently exist were developed today, the DDRI Development Order would require 32 parking spaces, where only 25 parking spaces are required with shared parking.

Additionally, the revisions to this Application will impact the OEs for the Property. The Property is located within Downtown Subarea B, where there are currently zero (0) square feet of OEs. This Application will result in 2,555 square feet of Retail (High) (7,604 square feet of OE development) to be converted to 2,555 square feet of Office (2,555 square feet of total OE development). This will result in 5,050 square feet of OE development to return to Downtown Subarea B.

Since the residential component of the Project has been removed from the Application, the accompanying IDA has been updated to reflect this revision, including any conditions of approval that referenced the units or residents, such as OEs development, TDM or SCAD contributions, or residential restrictions for amenities and affordable housing. Also, the Applicant has revised the TDM proffers of the Application to increase the Brightline contribution for employees from 20% to 25% (an increase of 5%). The annual contribution to the City's Downtown transit programs increased from \$10,014.66 to \$10,258.92 (an increase of \$244.26) as a result of the Project's daily trip generation increasing by six (6) trips. There were no changes to the Palm Tran or Tri-Rail contribution.

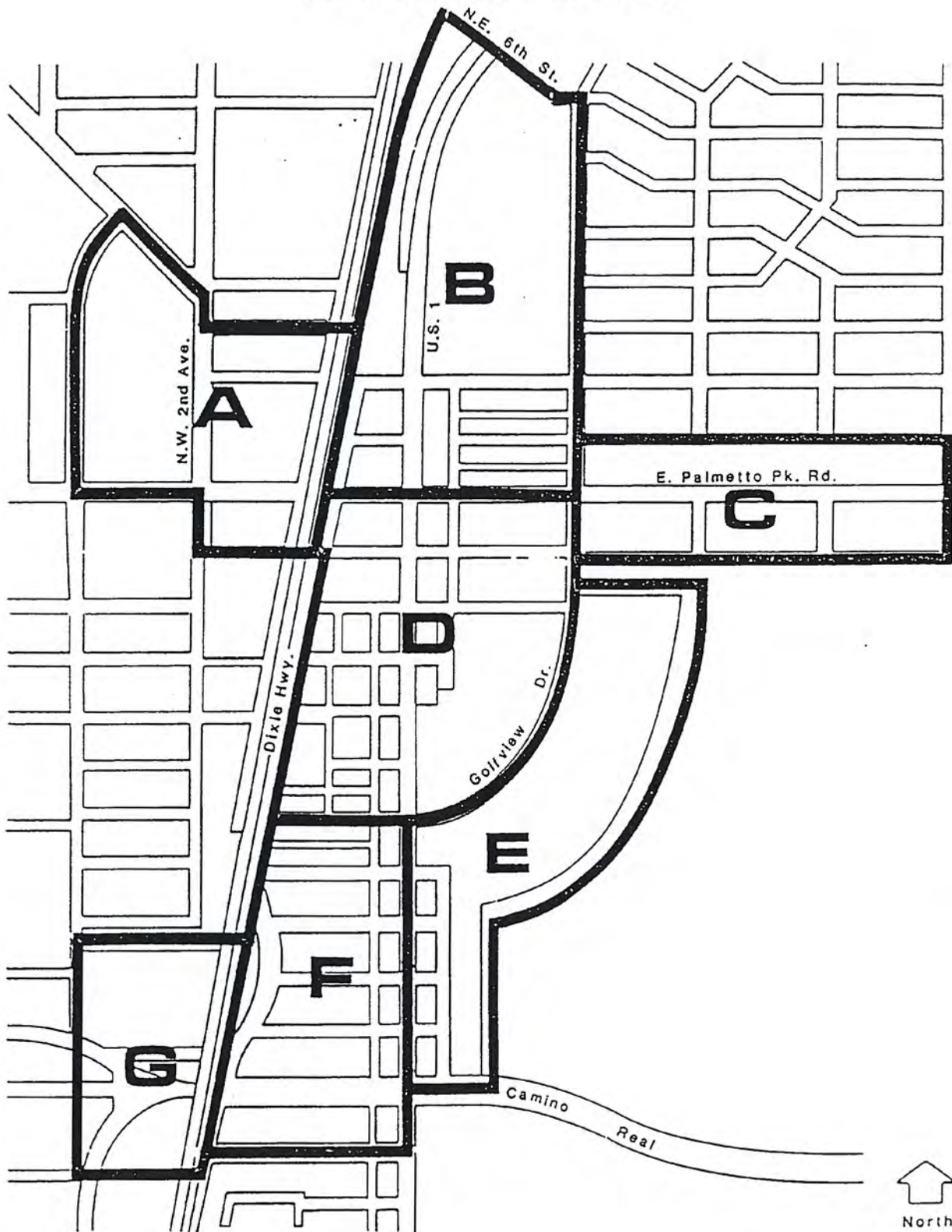
The City's downtown development framework recognizes that older, established buildings may not be capable of meeting contemporary parking standards. The technical deviation process exists, in part, to allow flexibility where strict application of regulations would create an unreasonable barrier to the redevelopment of existing structures. While the building does not have a historic designation or similar protection, it contributes to the established urban form of Downtown and supports a development pattern characterized by walkability, mixed uses, and reduced reliance on private vehicles. Approval of the Parking Technical Deviation would facilitate continued productive use of an existing structure, avoid incentivizing demolition and replacement solely to meet parking requirements (which would miss an opportunity to support maintaining a building that adds interest and character to the Downtown's main east-west corridor, and a very important corner), and would support incremental reinvestment in Downtown, consistent with long-range planning objectives.

BOARD RECOMMENDATION

This Application was heard at the October 15th Planning and Zoning Board (“Board”) meeting, where the Board voted 6-0 to recommend approval of the IDA. One (1) member of the public provided testimony regarding concern about setting a precedent for other future projects that provide zero (0) parking spaces. The Board discussion verified that the Application converts the previously proposed residential units to office use and that the previously recommended condition of approval allowing for the 550 square foot outdoor seating area to be relocated to the courtyard remains as a condition of approval. In addition, Board members opined in general regarding development in the City’s Downtown, including that without supporting adaptive reuse of older developments, many properties in the Downtown would be replaced by multi-storied buildings and structured parking, but that such adaptive reuse redevelopment projects with little to no parking need to be carried out strategically. The same Board member also opined that there are enough residential units in the Downtown to support the restaurant, office, and retail uses proposed with this Application.

Document originated by: Jacob German, AICP, Senior Planner

Boca Downtown DRI – Subarea Map



The following table summarizes the OEs necessary for the Project, and the necessary transfers and conversion:

Land Use	Intensity	Equivalency Factor	Office Equivalent
TOTAL OE PROPOSED			
Retail (High)	5,680 SF	0.336 per 1,000 SF of OE	16,904 SF
Residential	4 Units	2.4 per 1,000 SF of OE	1,667 SF
Total OE Proposed			18,571 SF
Retail Converted	2,555 SF	0.336 per 1,000 SF of OE	7,604 SF
Total Office OE to Return to Subarea B as a result of Conversion			5,938 SF
Current Balance of OE Development Remaining in Subarea B			4,693 SF
Balance of OE Development Remaining after Proposed Development			10,631 SF

As stated earlier, this Application also requires a conversion of uses within Downtown Subarea B. A conversion of uses is required because there are no more available residential units within the Subarea. As such, the Project will convert 2,555 square feet of Retail (High) (7,604 square feet of OE development) to four (4) residential units (1,667 square feet of OE development) (the "Conversion"). Since more OEs are being converted than will be utilized with this Project, approximately 5,938 square feet of OE development will return to Downtown Subarea B. Should the proposed IDA, including the Conversion, be approved, approximately 10,631 square feet of OEs will remain in Downtown Subarea B.

The anticipated net annual tax increment revenue generated by this Project is estimated to be \$0.00.

Staff is recommending approval of the Project because it meets all applicable development standards set forth in the DDRI Development Order, with the exception of required parking.

A. RECOMMENDATION FROM PLANNING AND ZONING BOARD

At its February 5, 2026, meeting, the Planning and Zoning Board ("PZ Board") reviewed the Application and voted 5-0 to recommend approval, including amending Condition No. 10 of the accompanying IDA to allow outdoor seating in the Courtyard.

One (1) member of the public testified in opposition to the Project, citing concerns regarding the lack of parking provided on the Property.

During PZ Board discussion following staff's presentation, a PZ Board member inquired about the purpose of the Courtyard and about the location of the outdoor seating area. The PZ Board members felt that the Courtyard may be a better location for the outdoor seating than along Northeast 1st Avenue. Staff explained that the purpose of the Courtyard is to provide an amenity for the residents and employees of the Property and to provide an additional landscaped area to Downtown. Staff also explained that the drawings presented as part of this Application depicted the outdoor seating along Northeast 1st Avenue.

During the Applicant's presentation, the Applicant stated that the Alley will be egress only once the Aletto Project is completed. To clarify, Aletto Project's IDA included a condition of approval which stated that the Alley was to "remain closed at all times except when vehicular access to the [Aletto Project's p]roperty from East Boca Raton Road is closed [due] to a special event permit issued by the City, or in the case of an emergency." This condition does not restrict the use of the Alley to be egress-only for the proposed Project. This Alley may still be used for ingress; however, a motorist would not be able to access the Aletto Project unless under the aforementioned circumstances.

The Applicant requested to either delete condition no. 10 of the accompanying IDA or amend it to remove the restriction on the Courtyard which would allow outdoor seating for the restaurant. Staff does not support deleting the condition, but is supportive of amending the condition to allow for outdoor seating to be provided, if an alternative seating plan can demonstrate that newly designated outdoor seating area does not exceed 550 square feet. The amended condition of approval has been indicated with blacklining in the accompanying IDA.

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II. BACKGROUND

A. PROPERTY CONTEXT

Mixed Use to the North

Adjacent to the Property is a construction site for new Office Buildings and a retail building

Zoning = DDRI
FLU = Commercial Business District (CBD)

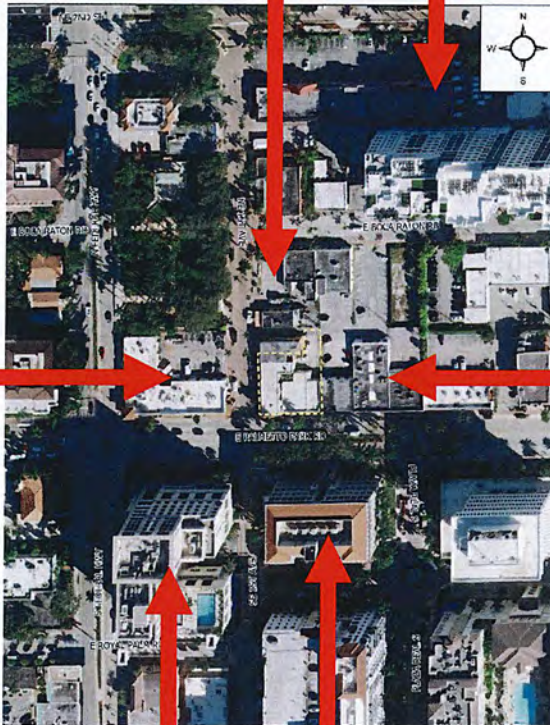


Mixed Use to the West



Across Northeast 1st Avenue is a building which includes Retail and Restaurant.

Zoning = DDRI
FLU = Commercial Business District (CBD)



Construction to the East



Adjacent to Property is a construction site for two Office Building, and a mixed use building.

Zoning = DDRI
FLU = Commercial Business District (CBD)

Bank and Hotel to the South

Across the street from the Project is a Bank and a Hotel.

Zoning = DDRI
FLU = Commercial Business District (CBD)



DISCLAIMER: Photos are intended to provide context and show the physical improvements on the subject property and environs. They are not intended to demonstrate parking demand, traffic intensity or other time sensitive impacts. Source: Google Maps, Street View, dated July 16, 2025

B. HISTORY

- Based on the Palm Beach Property Appraiser and City documents, the original two (2)-story portions of the existing building were constructed in 1939, and building permit no. 1302 was issued on May 17, 1955, to construct the eastern, one (1)-story portion of the building.
- On October 22, 2019, the City Council adopted Resolution No. 123-2019 to authorize a revocable license agreement for three (3) metered parking spaces with the Law Office of Arthur B. D'Almeida, P.A., an existing business at the Property, in a City-owned parking lot at 25 Northeast 2nd Street.
- On October 22, 2024, the City Council adopted Resolution No. 113-2024, to authorize a revocable license agreement for four (4) metered parking spaces with the Law Office of Arthur B. D'Almeida, P.A., in a City-owned parking lot at 25 Northeast 2nd Street.

C. COMMUNITY OUTREACH AND PUBLIC INPUT

The Applicant has indicated that no community outreach has been conducted as part of this Application. Staff has not received correspondence from any neighboring property owners or associations as it relates to this Application.

D. PUBLIC NOTICE

Pursuant to [Section 28-8](#), Code of Ordinances, the following notices were provided:

- 10-day mailer notice to owners of properties within 500 feet radius of the Property.
- Posting of Property 10 days prior to public hearing date.

III. ZONING/DIMENSIONAL REQUIREMENTS

A. SETBACKS & ENCROACHMENTS

Floor	Floor / Element Elevation Height	Setback Required	Setback Provided to Façade	Provided Setback to nearest Architectural Element	Element / Location	Maximum Encroachment
East (NE 1st Avenue)						
Ground Floor	1'-6"	6'-0"	10'-8"	10'-3"	Roof Overhang	0'-5"
2nd Floor	14'-8"	6'-0"	10'-8"	10'-3"	Roof Overhang	0'-5"
Roof	24'-8"	6'-0"	10'-8"	10'-8"	N/A	0'-0"
South (E Palmetto Park Road)						
Ground Floor	1'-6"	6'-0"	9'-11"	8'-8"	Awning	1'-3"
2nd Floor	14'-8"	6'-0"	9'-11"	8'-8"	Awning	1'-3"
Roof	24'-8"	6'-0"	9'-11"	9'-11"	N/A	0'-0"
North (East Royal Palm Road)						
Ground Floor	1'-6"	0'-0"	0'-0"	0'-0"	N/A	N/A
2nd Floor	14'-8"	0'-0"	0'-0"	0'-0"	N/A	N/A
Roof	24'-8"	0'-0"	0'-0"	0'-0"	N/A	N/A
East (Interior Side Property Line)						
Ground Floor	1'-6"	0'-0"	0'-0"	0'-0"	N/A	N/A
2nd Floor	14'-8"	0'-0"	0'-0"	0'-0"	N/A	N/A
Roof	24'-8"	0'-0"	0'-0"	0'-0"	N/A	N/A

This Project will not modify any existing setbacks or encroachments, and no proposed alterations to the building will impact any existing setbacks or encroachments.

This Project meets the main building setback requirements and allowable encroachments pursuant to the DDRI Development Order, as discussed in further detail below.

Pursuant to the DDRI Development Order, roof overhangs, eaves, gutters, or decorative architectural features may encroach up to 36 inches into a required setback from a right-of-way line where the building is up to 50 feet in height, and may encroach up to 48 inches into a required setback from a right-of-way line where the building is greater than 50 feet in height, provided that the element encroaching into the required setback:

- (i) does not add building volume or habitable spaces to the building; and
- (ii) is located where the exterior building wall terminates at the roofline, where the roofline overhangs the exterior building wall, or is fixed beneath the roofline.

The Project proposes one (1) type of building encroachment: roof overhang, which does not create additional habitable space or add building volume. The proposed roof overhang encroachments vary from five (5)-inches to one (1)-foot, three (3)-inches.

B. BUILDING HEIGHTS

- Maximum (habitable & non-habitable space): 100'-0" or nine (9)-stories
- Provided (habitable & non-habitable space): 24'-0"
- Maximum building height with architectural features not to exceed: [Not specified in the DDRI Development Order]
- Provided building height with architectural features: 24'-0"

C. OPEN SPACE

- Minimum Required: 15 percent or 1,543 square feet
- Provided: 41 percent or 4,263 square feet
 - Minimum Required "Open to Sky": 65 percent or 1,002 square feet
 - Provided "Open to Sky": 76 percent or 3,223 square feet
 - Maximum "Covered Open Space": 35 percent or 541 square feet
 - Provided "Covered Open Space": 24 percent or 1,040 square feet

D. ACCESS

The Property is located at the northeast corner of Northeast 1st Avenue and East Palmetto Park Road. There is no vehicular access to this Property. The existing paved area that was used for back-of-house functions will be converted to a Courtyard. The Courtyard will have access from the Alley and the stairway. There is no parking provided by this Project, and as such, no vehicles will be accessing the Property. Deliveries and services will be provided to the site via parking in the Alley and off-loading items and bringing them through the Courtyard.

There are sidewalks along Northeast 1st Avenue and East Palmetto Park Road that are not proposed to be modified with this Application; however, the Application proposes an outdoor seating area along Northeast 1st Avenue. The existing sidewalk at this location is approximately 14-feet, three (3)-inches in width, but to

accommodate the proposed outdoor seating area, an unobstructed eight (8)-foot portion of the sidewalk is proposed, which meets the minimum sidewalk width requirements for sidewalks along Northeast 1st Avenue pursuant to Paragraph 2(4)(f)(12) of the DDRI Development Order. There is no proposed seating area located along East Palmetto Park Road, as such, the existing approximately 17-foot, 11-inch sidewalk will remain and meets minimum sidewalk width requirements for sidewalks along East Palmetto Park Road.

Residents will be able to access their second-floor units from the stairway that connects the sidewalk along East Palmetto Park Road to the Courtyard. The "Aletto at Sanborn Square" project included a condition of approval that required the gate access along the Alley to remained closed, except in the case of a special event where access off of East Boca Raton Road is blocked or in the case of an emergency. As such, traffic along the Alley would be minimal, and access to the Courtyard can be provided through the Alley, if necessary.

E. PARKING

Use	Required Vehicular Rate*	Quantity of Use on Property	Required Vehicular Parking*	Provided Vehicular Parking	Required Bicycle Parking**	Provided Bicycle Parking
Retail	4 spaces per 1,000 SF	3,156 SF	13 spaces	0 Spaces	5 percent of the number of required parking spaces or 3 spaces	7 spaces
Restaurant	1 parking space per 38.9 SF of customer service area	1,504 SF***	39 Spaces			
Residential	1.75 parking spaces per unit	4 Units	7 Spaces			

*Required vehicular and bicycle parking pursuant to the [DDRI Development Order](#)

**The bicycle parking rate is pursuant to the City Code of Ordinances

***Includes 232 SF of Outdoor Seating in Excess of 25 percent of the CSA

As set forth in the table above, the DDRI Development Order would require a total of 59 parking spaces (13 for the retail, 39 for the restaurant, and 7 for the residential use), while the Project is proposing zero parking spaces. As such, the Parking Technical Deviation has been requested for the 59-space difference.

The Project is providing no parking on the Property. Currently the back-of-house area has functioned as a place for employees to park which consists of two (2) illegal parking spaces, hence, there are zero parking spaces associated with the existing structure. The Project has three (3) types of uses on the Property: retail, restaurant, and residential. In the Downtown, no additional parking shall be required for outdoor seating provided that the outdoor seating does not exceed 25 percent of the indoor seating. The Project is proposing a 550 square foot outdoor seating area (232 square feet over 25 percent of indoor customer service area), as such, seven (7) additional parking spaces are required for the Project to accommodate the outdoor seating area.

This Project is subject to the Downtown Transportation Demand Management (TDM) Program as part of this Application. There have been conditions of approval included in the accompanying IDA, which require the Applicant to file a TDM application and plan that includes designation an entity to oversee and coordinate the TDM Plan, providing sheltered, secure facilities for bicycle storage, transit pass subsidies for Tri-Rail and Palm Tran at 100 percent for the residents and employees, and Brightline at 20 percent to the residents only, provide an annual contribution to the City's Downtown transit programs of \$10,014.66, provide language in the leases which state that no parking is provided on the property for the residents (or employees), and perform residential surveys. The Tri-Rail, Palm Tran, and Brightline passes are to be provided no later than on the last Friday of the month to onsite residents and employee for the upcoming month.

The Applicant is required to provide five percent (5%) of the required number of vehicular parking spaces for bicycle parking for each of the listed uses. This requires three (3) bicycle parking spaces. The Applicant is providing a bicycle rack within the Courtyard that can accommodate up to seven (7) bicycles.

F. TRAFFIC

Trip Generation (TPS – Concurrency Purposes. Excludes Pass-By)			
Scenario	Trip Generation (trips)		
	Daily	AM Peak Hour	PM Peak Hour
Existing Site			
Office – 2,555 SF	147	9	19
General Retail – 5680 SF			
Proposed Site			
Residential – 4 Units	246	19	23
High Turnover Restaurant – 2,544 SF			
General Retail – 3,136 SF			
Net TPS New Trips	99	10	4

The Project is expected to result in a net increase of 99 daily trips, an increase of 10 AM peak hour trips and an increase of 4 PM peak hour trips. The Property is located within the DDRI, for which traffic concurrency is vested on an areawide basis; therefore, a traffic concurrency (TPS) letter from Palm Beach County Traffic Division is not required. While traffic concurrency is vested in the DDRI, sufficient development rights must be available in the project's subarea. As previously discussed, a Conversion is required for the Project. The Project's traffic consultant, JMD Engineering, Inc., reported in their "Office Equivalency Analysis," dated December 10, 2024, indicates that the Project would reduce the OE intensity by approximately 5,938 square feet, the Project meets the traffic standards to allow the Conversion.

IV. ANALYSIS

A. REVIEW CRITERIA

1. Site Plan – Individual Development Approval

Pursuant to [CRA Rules](#) (See Chapter 4, Section 3.3, page 17 of the Rules) of the Boca Raton Community Redevelopment Agency ("CRA") Rules, the CRA Board ("Board") shall consider the following factors when reviewing Individual Development Approvals:

3. Review by the Board.

The Board shall consider, but the consideration shall not be limited to, the following factors when reviewing Individual Development Approvals:

- a. The Development Order, Building Code, Land Dedication Requirements, Sign Ordinance, Subdivision Regulations, Vacation and Abandonment of Streets and Easements and sections of the Zoning Code specially referenced in the Development Order;
- b. The information and plans submitted by the Applicant;
- c. Any testimony and public input received at the public meeting;
- d. The data, files, recommendations and comments of the Executive Director of the Agency, City departments, the Planning and Zoning Board and the Community Appearance Board;
- e. Conformance with the Development Order and the Design Guidelines in the Development Order; and
- f. Conformance with the Amended Downtown Plan and planning principles some of which may be articulated in subsequent studies necessary to achieve the Vision, Goals and Policies of the Plan.
(To assist in this review the Design Guidelines in the Development Order and Vision, Goals and Policies of the Amended Downtown Plan, and function, aesthetics and design guidelines adopted by the Board or City Council are provided as Appendices to the Rules)

Staff Analysis: This Application will add four (4) residential units to Downtown Subarea B. Since there are zero (0) residential units remaining in Downtown Subarea B, the Conversion is required for the Project. This Application also includes the redevelopment of the existing “back-of-house” area to construct the Courtyard, which includes new landscaping and hardscape. This Project will also add an approximately 550 square foot outdoor seating area along Northeast 1st Avenue. This seating area will be located along the sidewalk and an eight (8)-foot unobstructed pathway will continue to be provided. As discussed in this memorandum, staff has analyzed all components of this Application, including the technical deviation (analyzed in Section 4.A.2), and Conversion, and staff supports the Applicant’s requested Application with conditions.

2. Technical Deviation – Reduction in Parking

Pursuant to City Code [Section 28-1659](#), the CRA Board shall consider applications for technical deviations from location and off-street parking requirements, which shall be based upon a detailed parking study. The CRA Board shall deny any application that does not meet the following standards:

1. The technical deviation will provide adequate parking for the development and any reasonably foreseeable future user(s) of the development. In determining the adequacy of the parking, any potential short term or long-term changes of uses or conditions, which may affect the adequacy of the parking, shall be considered.
2. The technical deviation results in preferable environmental impacts or parking design.
3. The technical deviation is the minimum deviation necessary for the petitioner to make reasonable use of the property.
4. The technical deviation is not detrimental to the public welfare, or injurious to property or improvements in the surrounding area or neighborhood.
5. Special and unique conditions exist, which are not directly attributable to the actions of the applicant.

Staff Analysis:

Request

The Applicant requests a technical deviation from DDRI Development Order Paragraph 2(4)(b)(1) to reduce the required off-street parking from 59 spaces to zero (0) spaces.

The Property is developed with an existing building constructed in the 1930s that has historically operated without on-site parking. No increase in building footprint, floor area, or intensity is proposed. The request is generated solely by a change in use, including the addition of four (4) residential units and outdoor dining for the proposed restaurant.

Existing Conditions and Site Constraints

The Property is located within the Downtown area on a constrained urban site where the provision of on-site parking is not physically feasible without demolition or substantial alteration of the existing structure. The building predates current parking standards, and has functioned for decades without on-site parking, the site configuration does not allow for the provision of code-compliant parking spaces, and the Application does not propose to intensify the Property through expansion or increased floor area.

While off-street parking was not required when the Property was originally developed, if the same uses that presently exist were developed today, the DDRI Development Order would require 32 parking spaces (in other words, the requirement for 59 spaces is attributable solely to the change in use, rather than to new construction).

Consistency with Downtown Development Objectives

The City's downtown development framework recognizes that older, established buildings may not be capable of meeting contemporary parking standards. The technical deviation process exists, in part, to allow flexibility where strict application of regulations would create an unreasonable barrier to redevelopment of existing structures.

While the building does not have a historic designation or similar protection, it contributes to the established urban form of Downtown and supports a development pattern characterized by walkability, mixed uses, and reduced reliance on private vehicles.

Approval of the Parking Technical Deviation would facilitate continued productive use of an existing structure, avoid incentivizing demolition and replacement solely to meet parking requirements (which would miss an opportunity to support maintaining a building that adds interest and character to the Downtown's main east-west corridor, and a very important corner) and would support incremental reinvestment in Downtown, consistent with long-range planning objectives.

Parking Demand and Transportation Context

The Applicant's Traffic Study supports a reduced parking rate for the proposed studio residential units based on unit size. While this reduction is credible, since zero (0) parking spaces are proposed, it is also largely irrelevant.

More broadly, the Property is located in certainly one of the most walkable parts of the City in an area served by multiple transportation options, including Palm Tran, the Circuit Downtown circulator service and Brightline. Additionally, Palm Tran provides reasonable access to the Tri-Rail station at Yamato Road and I-95.

Transportation Demand Management and Mitigation Measures

The conditions in the attached IDA require a series of mitigation measures as a Transportation Demand Management (TDM) Program. The Applicant has agreed to implement a comprehensive TDM plan that is typical where TDMs are required by Code or imposed in specific circumstances, such where a parking technical deviation is proposed, including:

- Appointment of a TDM coordinator;
- Bicycle parking facilities;
- Tenant education and participation requirements; and
- Periodic monitoring through tenant surveys.

However, due to the extraordinary nature of this request, the conditions in the attached IDA also include the following, enhanced TDM measures:

- A 100 percent transit subsidy for Palm Tran and Tri-Rail services for all on-site residents and employees;

- A 20 percent subsidy for Brightline rail service for on-site residents only; and
- An annual financial contribution of \$10,014.66 to the City's Downtown transit programs (i.e. the Circuit). See further discussion below.

Additionally, while transit subsidies as part of TDM requirements are typically distributed to users based on a specific request and a sometimes-cumbersome process, the conditions in the attached IDA require the Applicant to be proactive in offering and distributing transit passes – particularly for Palm Tran and Tri-Rail that will be 100 percent free to users. By having easy access to free transit, residents and employees at the Property will be more likely to make use of such benefits, making traveling to and from the Property without use of a personal automobile much more feasible and likely.

Lacking a formal system based on comprehensive analysis to determine an appropriate contribution to the Downtown transit programs, the Applicant proposed using the Planning Mobility Development (PMD) Matrix (part of the PMD regulations set forth in the Code of Ordinances that have since sunset) as a comparative tool. The Applicant proposed to utilize the lowest transit contribution that would garner any points in the PMD Matrix, which is \$12.80 per daily trip, which yields a \$3,148.80 annual contribution for the Project's anticipated 246 daily trips. Given the extraordinary nature of the requested Parking Technical Deviation, staff finds that proposal to be inadequate, and instead recommends the transit contribution that would be needed to receive the maximum number of points in the PMD Matrix, which is \$40.71 per daily trip, yielding \$10,014.66 for the Project's anticipated 246 daily trips.

Recommendation

Based on the findings above, staff recommends **approval of the Parking Technical Deviation**, subject to the conditions of approval in the attached IDA, particularly those related to TDM requirements and transit contributions/subsidies.

B. CONSISTENCY WITH THE COMPREHENSIVE PLAN

Staff Analysis

Boca Raton Comprehensive Plan

For consistency, relevant, goals policies and objectives were pulled from the entire comprehensive plan to be analyzed for compatibility with the proposed amendment. To access the Boca Raton Comprehensive Plan, click [here](#).

Element	Policy/ Goal/ Objective	Content	Staff Finding
Future Land Use	Policy 2.3.2	Adjacent land use will be reviewed for compatibility of the use under consideration.	The project is consistent with this policy as the Project will preserve the existing building as part of an adaptive reuse project. The two (2)-story portion of the building will have retail on the ground level and convert the second floor to residential units. The existing back-of-house area will be redeveloped with a landscaped

			courtyard. The new mixed-use building is compatible with adjacent land uses in the Downtown. The Project will be adjacent to a new mixed-use building (currently under construction) that consists of office, restaurant, and retail, as well as Sanborn Square, and other one (1)-story retail buildings and multi-story office/retail buildings.
	Objective 3.2.0	Create a unified vision for the Southeast Planning Area that emphasizes the Downtown as a civic and cultural destination within the City, and accommodates a built form that fosters interconnectivity and the making of pedestrian-friendly streets, parks and civic spaces while protecting the character of surrounding neighborhoods.	The Project will preserve an existing building in Downtown and redevelop it to provide new restaurant and retail space and renovate the current "back-of-house" area to construct a new Courtyard.
Transportation	Policy 1.2.2	The City shall support mobility by developing land use plans and policies that encourage mixed-use land use patterns, pedestrian-oriented site design, and direct higher density development toward locations served by transit, all of which will also help to reduce greenhouse gas emissions through a reduction in Vehicle Miles Traveled (VMT).	The Project is consistent with this policy as the Project will redevelop the existing building into a mixed-use development that provides no parking on the Property. Residents, employees, and patrons will have to utilize alternative forms of transportation to arrive or depart from the Property. This Project will provide enhanced TDM measures which include subsidies for Palm Tran and Tri-Rail for the residents and employees and Brightline for the residents as well as an annual contribution towards the Downtown Circuit program.

C. URBAN DESIGN REVIEW / SITE DESIGN / ARCHITECTURE

As this Project is in the Downtown, a review of the Project was required by the City's Urban Design Consultant, Complete Cities Planning Group (the "City's Consultant"), to confirm that the Project complies with the DDRI Development Order and all applicable appendices. The City's Consultant has completed its urban design review

pertaining to the proposed architectural and urban design and concluded that the Application complies with the DDRI Development Order, inclusive of all appendices, and with the exception for the request to reduce the required parking.

D. DOWNTOWN PLAN COMPATIBILITY/CONSISTENCY

Based on the overall design of the Project, staff finds that the Project's proposed site design is consistent with the following policies of the Amended Downtown Plan ("Plan") associated with the DDRI Development Order:

- Land Use & Urban Design Policy 1.1: calls for projects to *"provide for a diverse mix of land uses."*
- Land Use & Urban Design Policy 1.2: encourages projects to provide *"mixed retail, commercial, residential, cultural, and public uses throughout the area."*
- Land Use Policy 4.1: encourages projects to develop *"mixed use buildings with a residential component in the Downtown."*
- Architectural Design Policy 1.4: *Require a minimum 15% open space with increasing open space requirements related to building height.*
- Transportation Policy 1.4: encourages and supports *"the development of a circulator system in the Downtown."*
- Transportation Policy 1.8: calls for projects to *"support implementation of recommendations made within traffic studies and analyses to mitigate traffic issues resulting from increased growth and redevelopment."*

E. SCHOOL CAPACITY AVAILABILITY DETERMINATION (SCAD)

Regarding adequate public facilities for public schools, the City has an Interlocal Agreement with the Palm Beach County School District for Coordinated School Planning, which (among other provisions) provides that the School District may recommend reasonable conditions to mitigate school impacts, and the City (in this case, the CRA) may incorporate these conditions as it deems appropriate.

In the case of this Project, the School District, as part of its School Capacity Availability Determination (SCAD) analysis, has indicated that there will be no negative impact on the School District.

F. LAND USE COMPATIBILITY

The Project is located at the northeast corner of the intersection of Northeast 1st Avenue and East Palmetto Park Road. The immediate surrounding properties include a mix of the following office buildings, retail buildings, and a multifamily residential development: to the north and east of the Project is a 10-story and six (6) office buildings that include retail and restaurant uses; to the south is a five (5)-story office building; and to the west is a one (1)-story retail building that includes restaurant uses. The properties located to the north, south, east, and west are zoned DDRI and have a future land use (FLU) designation of CBD. Staff has found this Project to be compatible with the properties adjacent to the Project.



VI. FINDINGS

1. The proposed Project complies with the DDRI Development Order, inclusive of its appendices, with the exception of required parking.
2. The proposed mixed use (restaurant, retail, and residential) building is consistent and compatible with adjacent land uses.
3. The proposed Project will convert 2,555 square feet of Retail (High) to four (4) Residential Units of OE development, which staff supports.
4. The Project proposes the adaptive reuse of the existing building, with no exterior modifications related to this Application.
5. The proposed Project will not provide any parking on the Property. Staff is supportive of the technical deviation, subject to the conditions of approval, particularly those related to TDM requirements and transit contributions/subsidies.
6. The proposed Project will add an approximately 550 square foot outdoor seating area along Northeast 1st Avenue.
7. The proposed Project will construct an approximately 2,382 square foot Courtyard, which will add a new landscaped area to the Downtown.

Document originated by: Jacob German, AICP, Senior Planner



CITY OF Boca Raton

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MEMORANDUM

DATE: September 9, 2026
TO: Planning and Zoning Board
FROM: Brandon Schaad, AICP, LEED AP
Development Services Director
SUBJECT: 101 E Palmetto (CRP-24-02) – Supplemental Memorandum

This memorandum is supplementary to the attached May 8, 2026, memorandum from the City Manager to the City Council ("May 8 Memo"). All terms defined in the May 8 Memo shall also be applicable in this memorandum.

BACKGROUND

This Project was presented to the CRA Board on May 11, 2026 for an IDA to authorize the adaptive reuse of an existing 8,235 square foot, two (2)-story building, which is currently occupied by approximately 5,680 square feet of retail uses and 2,555 square feet of office uses for:

- A change in use from 2,555 square feet of Retail (High) to four (4) residential units on the second floor;
- Minor exterior modifications to construct a new 2,154 square foot outdoor courtyard space and allow a new 550 square foot outdoor customer service area for a new 2,544 square foot restaurant with 1,272 square feet of indoor customer service area on the first floor;
- Technical deviation from DDRI Development Order Paragraph 2(4)(b)(1), to reduce the required number of off-street parking spaces from 59 spaces to zero (0) spaces; and
- A conversion of uses within Downtown Subarea B.

At the May 11, 2026, meeting, the CRA Board reviewed the Application and voted 5-0 to postpone the Application to the June 9, 2026, CRA meeting to address concerns regarding affordable housing and parking for the four (4) residential units. Ultimately, the Applicant elected to further delay the Application and make substantial changes.

Subsequent to the May 11 CRA meeting, the Applicant has revised the Application to eliminate the four (4) proposed residential units, so that the existing office use would remain on the second floor. With this Application, the Applicant will also memorialize through the proposed IDA that the second floor of the building is occupied by office use rather than Retail (High) uses (as it has been classified as Retail (High) since the adoption of the DDRI Development Order).

Further, the Applicant has revised the proposed parking technical deviation to reflect the net difference of the parking required for the proposed uses and the parking required for the existing uses. All other components of the Application remain unchanged. As a result of these changes, the Applicant is able to apply shared parking for the proposed mix of retail, restaurant, and office use, which requires 52 parking spaces. The intent of the shared parking requirements is to permit a reduction in the total number of required parking spaces when a parcel is occupied by two (2) or more uses that do not typically experience peak parking hours simultaneously, since office and retail/restaurant do not share the same peak parking hours.

The Property currently functions with zero (0) parking spaces, while 25 parking spaces are required pursuant to the shared parking analysis. The Applicant is requesting a technical deviation from Paragraph 2(4)(b)(1) of the

DDRI Development Order to reduce the required number of off-street parking spaces from 52 spaces to 25 spaces (a reduction of 27 spaces). Since the Property currently operates with zero (0) parking spaces, the request is to reduce the required parking by 27 parking spaces, which is the difference in the parking demand due to this Application. In the previous iteration of the Project, 59 parking spaces were required, and 0 parking spaces were provided; however, because the retail, restaurant, and residential uses had similar peak parking hours, the Applicant was unable to use shared parking. This reduction in parking is required solely due to a change in use, as there are no building modifications resulting from this Application.

The DDRI Development Order does not require existing buildings that are non-conforming in regards to off-street parking to become conforming, provided: (i) the new use requires no more parking under [the DDRI] Development Order than the previous use would require, or (ii) parking is added to the extent that the required parking for the new use under the DDRI Development Order exceeds the parking required for the previous use; however, in the event that the CRA determines that the development or redevelopment of a building that was in existence on the effective date of this Development Order can not meet the parking requirements of this Development Order and that the proposed development or redevelopment is otherwise consistent with this Development Order and the goals, policies, and objectives of the Community Redevelopment Plan, the CRA may issue an IDA authorizing the proposed development provided that the CRA finds that the proposed development has complied with the parking requirements to whatever extent is possible. As a reminder, this Property was developed in the 1930s, has historically operated without any on-site parking, and predates current parking standards. While off-street parking was not required when the Property was originally developed, if the same uses that presently exist were developed today, the DDRI Development Order would require 32 parking spaces, where only 25 parking spaces are required with shared parking.

Additionally, the revisions to this Application will impact the OEs for the Property. The Property is located within Downtown Subarea B, where there are currently zero (0) square feet of OEs. This Application will result in 2,555 square feet of Retail (High) (7,604 square feet of OE development) to be converted to 2,555 square feet of Office (2,555 square feet of total OE development). This will result in 5,050 square feet of OE development to return to Downtown Subarea B.

Since the residential component of the Project has been removed from the Application, the accompanying IDA has been updated to reflect this revision, including any conditions of approval that referenced the units or residents, such as OEs development, TDM or SCAD contributions, or residential restrictions for amenities and affordable housing. Also, the Applicant has revised the TDM proffers of the Application to increase the Brightline contribution for employees from 20% to 25% (an increase of 5%). The annual contribution to the City's Downtown transit programs increased from \$10,014.66 to \$10,258.92 (an increase of \$244.26) as a result of the Project's daily trip generation increasing by six (6) trips. There were no changes to the Palm Tran or Tri-Rail contribution.

The City's downtown development framework recognizes that older, established buildings may not be capable of meeting contemporary parking standards. The technical deviation process exists, in part, to allow flexibility where strict application of regulations would create an unreasonable barrier to the redevelopment of existing structures. While the building does not have a historic designation or similar protection, it contributes to the established urban form of Downtown and supports a development pattern characterized by walkability, mixed uses, and reduced reliance on private vehicles. Approval of the Parking Technical Deviation would facilitate continued productive use of an existing structure, avoid incentivizing demolition and replacement solely to meet parking requirements (which would miss an opportunity to support maintaining a building that adds interest and character to the Downtown's main east-west corridor, and a very important corner), and would support incremental reinvestment in Downtown, consistent with long-range planning objectives.



BONNIE MISKEL • SCOTT BACKMAN • ERIC COFFMAN • HOPE CALHOUN
DWAYNE DICKERSON • ELE ZACHARIADES • CHRISTINA BILENKI
DAVID MILLEDGE • SARA THOMPSON • JEFFREY SCHNEIDER • SAMUEL EPSTEIN

101 E. Palmetto IDA Application

July 20, 2026

I. Project Overview

EAST OCEAN AVENUE LLC, owned by Arthur B. and Frances M. d'Almeida (the "Applicant"), submits this request to permit a change of use and site modification at 101 E. Palmetto Park Road, a +/- 0.2426-acre parcel located at the northeast corner of E. Palmetto Park Road and NE 1st Avenue in downtown Boca Raton. The property is improved with an 85-year-old, 8,235-square-foot two-story building currently used for ground-floor retail and second-floor office. It is located within the Downtown Development of Regional Impact (DDRI) and designated as Central Business District (CBD) on the City's Future Land Use Map.

II. Proposal

The proposed project includes converting 2,544 square feet of retail to restaurant with a 550-square-foot outdoor seating area, and maintaining the remaining 3,136 square feet of retail. Importantly, the proposal also includes converting two existing illegal parking spaces into a 2,154-square-foot landscaped courtyard that will serve tenants. No exterior building changes are proposed, aside from internal renovations and the introduction of the courtyard in lieu of defunct parking.

A. Parking

This 85-year-old building made up of 8,235 square feet of retail and office uses has two (2) illegal parking spaces associated with the building. However, these parking spaces are illegal. Hence, there are zero legal spaces on the property. Hence, there were ZERO parking spaces allocated to this building upon approval and construction and throughout the life of the building. Further, the recent approval of the Aletto project has eliminated the required circulation to safely and adequately access the two (2) illegal spaces. Our proposal is to convert the area currently dedicated to the two (2) illegal parking spaces as a welcoming outdoor courtyard. In lieu of two (2) parking spaces, the downtown will be adorned with 2,382 square feet of outdoor courtyard space.

Currently, the Applicant rents three (3) spaces from the City of Boca Raton, in the parking lot to the north, abutting the Synovus Property. These spaces are reserved for the Subject Property until 6:00 pm. These spaces will continue to be rented for the existing office to

remain on the second floor. Please note, there is ample street parking available as well as parking garages with ample public parking. Just north of the Subject Property, there exists 206 on-street parking spaces and 1,182 public off-street parking spaces within garages.

Despite surrounding options for parking, allowing no parking in a mixed-use small boutique building in the heart of downtown can significantly, positively, impact various aspects of urban living, from economic benefits to environmental and social advantages.

Here's a look at why this approach is beneficial:

III. Site Constraints and Functional Necessity

This request is fundamentally rooted in sound planning principles and is consistent with the evolving vision for Downtown Boca Raton. First and foremost, the proposed elimination of on-site parking is a practical necessity. The existing parking spaces are not only illegal but physically inaccessible due to adjacent development, particularly the Aletto project, which eliminated the circulation necessary to reach the rear of the property. The spaces are no longer usable by modern code or design standards, and attempting to restore them would require significant demolition or easement encroachments that are infeasible and contrary to safety, accessibility, and fire code requirements. Rather than preserve an unusable condition, the Applicant seeks to convert the space into a welcoming, usable outdoor courtyard, adding value to both the site and the public realm.

IV. Public Realm and Open Space Benefits

The reprogramming of the site aligns with contemporary mixed-use urban design priorities and offers a more human-centered approach to downtown development. At a time when cities across the country are working to retrofit their cores for walkability and quality of life, this proposal achieves precisely that by eliminating asphalt in favor of a landscaped, shaded, and activated space. While current code would require only 1,543 square feet of open space, the project offers 4,226 square feet—nearly three times the requirement—without increasing the building footprint. This is not simply a removal of parking; it is a reinvestment in people-oriented design.

V. Affordability and Economic Efficiency

The project also exemplifies key economic, environmental, and social benefits associated with car-optional urban infill. Constructing new parking—particularly structured parking—comes at a prohibitive cost, with industry estimates ranging from \$20,000 to \$60,000 per space. These costs are ultimately passed on to tenants, driving up rents and making rent less attainable. This approach supports small businesses by creating more flexible commercial layouts, reducing tenant costs, and encouraging foot traffic in an increasingly vibrant downtown. In turn, this strengthens the local economy and contributes to property value stability and growth.

VI. Transit-Oriented Development and Mobility Options

The proposed mix of uses—retail, restaurant, and office—supports Boca Raton’s larger goals for transit-oriented development (TOD). The property is ideally located within walking distance of the Brightline station, multiple Palm Tran routes, and the City’s recently launched Circuit micro-transit program. Employees and patrons of the site will have seamless access to regional transit without needing to rely on personal vehicles. The proposal includes a robust Transportation Demand Management (TDM) Plan: a designated program coordinator, bicycle infrastructure (short- and long-term), transit education, and participation in the Circuit Circulator program through an annual contribution of \$10,258.92 based on projected trip generation. As an added incentive, employees will be offered monthly transit passes subsidized by 50% for Palm Tran and Tri-Rail, and 25% for Brightline. All of this will be memorialized in lease language to ensure ongoing engagement with multimodal options.

VII. Sustainability and Environmental Impact

This project also promotes sustainable land use and environmental stewardship. Eliminating on-site parking reduces car dependency and vehicle trips, leading to decreased greenhouse gas emissions and lower traffic congestion in the area. In its place, the proposed courtyard provides a softscape opportunity for rainwater infiltration, reduces heat island effect, and improves microclimatic conditions. The creation of green, open space—rather than additional hardscape or structured parking—is directly aligned with contemporary urban resilience practices and the City’s vision for a more livable, climate-conscious downtown.

VIII. Historic Preservation and Cultural Character

Critically, this project is also about historic preservation. Instead of demolishing and redeveloping the property to the maximum allowable height of 100 feet, the Applicant is preserving an 85-year-old building—one of the few remaining legacy structures in the urban core—and adapting it for modern use. This form of adaptive reuse not only honors Boca Raton’s architectural history but contributes to the neighborhood’s unique identity, scale, and sense of place. Preservation in this context also means sustainability; reusing an existing structure avoids the carbon emissions and resource consumption associated with new construction.

IX. Conclusion

In conclusion, the Applicant respectfully submits that the elimination of nonconforming on-site parking at 101 E. Palmetto Park Road is not only justified—it is exemplary. The proposal offers an urban courtyard in place of unusable spaces, preserves a historic building, introduces new dining opportunities, supports the downtown economy, and aligns with every major tenet of Boca Raton’s land use, mobility, and sustainability goals. This project

does not ask for a waiver—it offers a new model for smart, small-scale infill that respects the past while advancing the future of the City’s vibrant downtown.

Respectfully submitted,

MISKEL BACKMAN, LLP

A handwritten signature in blue ink, appearing to be 'Ele Zachariades', with a stylized, flowing script.

Ele Zachariades

The Applicant Narrative Package is a required form for submission. The purpose of this document is to aid the planner in the review process. If not completed, your application will be deemed incomplete. Please fill out the form in its entirety with accurate information about the proposed project.

PROJECT NARRATIVE

Please describe the proposed project, including all components. Please be sure to include the project's overall square footage, height, zoning, etc. Please include all of the following information:

Project description:

- Summarize the project, including name, location, acreage of property, purpose, and type (e.g. residential, commercial)
- Scope: Detail the project's intent, including new construction, renovation, or expansion

Project Components:

- Site Layout: Describe the site design, including the building placement, parking, and open spaces.
- Building Details: Include total square footage, height (stories and elevations).
- Zoning: State current zoning and how the project complies or requires changes. Justify any zoning variances or amendments.
- Landscaping and Open Space: Outline landscaping plans and public or communal spaces.
- Parking and transportation: Provide parking details on parking facilities and transportation impacts.
- Change of Use (if applicable)
- Office Equivalency (propose, conversion of uses and/or transfer of uses): If project is located in the DDRI please list proposed OE's

Compliance with Regulations:

- Zoning Compliance: Explain how the project meets zoning laws setbacks and density.
- Building Codes: Confirm compliance with building codes and standards, including sustainability features.

Impacts on surroundings:

- Compatibility: Discuss how the project fits within the existing neighborhood and any potential impacts.
- Environmental Considerations: Address environmental impacts and mitigation measures.
- Economic and Social Impacts:

Project Phasing and Timeline:

- Phases: If applicable, outline the development phases and timeline for each
- Timeline: Provide an estimated timeline from planning to completion

Conclusion:

- Summary: recap key points and align the project with community goals and standards.
- Community Benefits: Highlight the benefits the project will bring to the community

PROJECT NARRATIVE

Using this space, include all the components listed under the Project Narrative instructions:

Disclaimer, if the font size gets below 11 pt., please use the additional sheet on the next page

Please see attached narrative.

CONSISTENCY WITH COMPREHENSIVE PLAN

Select a Comprehensive Plan Element from the drop-down list, then list policy(s)/goal(s)/objective(s) which are compatible with the proposed project, then describe under the "Applicant Findings" how the proposed project is compatible with the City's Comprehensive Plan.

Element	Policy/Goal/Objective	Applicant Findings
Future Land Use Element	GOAL LU.1.0.0 Achieve the highest long-term quality of life for all Boca Raton residents through land development practices that minimize detrimental impacts to the land, natural resources and urban infrastructure, and which promote access to natural resources and open spaces.	The Project meets this goal because the development is simply changing the usage of an already developed building therefore Project will have a minimal detrimental impact on the land.
Future Land Use Element	OBJECTIVE LU.1.1.0 Appreciable degradation of natural areas or environmentally sensitive lands and historic resources shall be prevented.	There is no degradation of natural areas or environmentally sensitive lands and historic resources because this Project is repurposing a development.
Future Land Use Element	Central Business District (CBD): The Central Business District designation is intended for mixed use development in the central business area of the City. Currently, this area is approved as a Development of Regional Impact (DRI). The approved plan allows	This Project promotes the mixed land use of the site because the Project proposes retail/restaurant uses on the first floor, with office on the second floor.

	for a mix of residential, as well as commercial uses	
Future Land Use Element	POLICY LU.1.1.13 The City will review site plans to ensure that sites are designed to promote pedestrian, bicycle, and transit use, while increasing the efficiency of the street network. Sites shall be developed consistent with the planning area policies in this chapter and the Transportation Element of this Comprehensive Plan, as well as with the Land Development Code that implements the Comprehensive Plan.	This Project promotes the pedestrian, bicycle and transit use because there are no parking spaces offered and there are restaurants and retail space conveniently located for the City.
Future Land Use Element	GOAL LU.2.0.0 Provide for balanced growth, economically beneficial land uses, and mobility options through the development review process	This is an economically beneficial use for the land because it provides affordable housing and brings businesses to the area by providing retail and restaurant space.
Future Land Use Element	OBJECTIVE LU.3.2.0 Create a unified vision for the Southeast Planning Area that emphasizes the Downtown as a civic and cultural destination within the City, and accommodates a built form that fosters interconnectivity and the making of pedestrian-friendly streets, parks and civic spaces while protecting the character of surrounding neighborhoods.	Promotes the downtown area by providing restaurants and retail space
Future Land Use Element	POLICY LU.3.2.1 Provide for a rich mix of land uses, including increased residential uses, throughout the Downtown Redevelopment Area consistent with the development of the	

	Downtown as a "focal point" for the City.	
Future Land Use Element	POLICY LU.3.2.2 Permit mixed retail commercial, residential, and public uses throughout the Downtown consistent with the Downtown Master Plan as amended/updated.	
Future Land Use Element	POLICY LU.3.2.3 In the Downtown, those uses incompatible with a strong pedestrian orientation such as gas stations, outside storage, drive-in facilities, and drive-through parking structures along major pedestrian linkages including North Federal Highway, Northeast and Northwest Second Street, Palmetto Park Road, Boca Raton Boulevard and Mizner Boulevard, shall be discouraged.	
Future Land Use Element	OBJECTIVE LU.4.4.0 Encourage infill and redevelopment as a way to implement development strategies associated with enhanced mobility and promote compact, vibrant communities, revitalize neglected areas, promote transportation choices and accommodate expected increases in population and employment.	

Future Land Use Element	<p>POLICY LU.4.7.2 Areas proximal to major transportation attractors and generators shall contain a complementary mix of land uses that promote pleasant, safe and convenient access for pedestrians and bicyclists, designed to encourage and concentrate activity by providing leisure and recreational experiences at the street level, such as cultural opportunities, shopping, dining, entertainment, plazas, public art, street furniture, sculpture, and water features, and which provide a strong orientation to transit service. Land uses shall be compact and vertically and horizontally mixed to create a diverse center in which to live, work, play and shop.</p>	
Future Land Use Element	<p>This Project brings restaurant and retail uses to an area conveniently located near a Brightline station.</p>	
Transportation	<p>POLICY TRAN.1.2.2 The City shall support mobility by developing land use plans and policies that encourage mixed-use land use patterns, pedestrian-oriented site design, and direct higher density development toward locations served by transit, all of which will also help to reduce greenhouse gas emissions through a reduction in Vehicle Miles Traveled (VMT)</p>	<p>This Project is a pedestrian friendly mixed use development, the Project does not provide parking spaces, therefore promotes the utilization of alternative forms of transportation.</p>

Transportation	POLICY TRAN.2.1.8 On and off-site parking standards shall be designed to minimize the visual and operational impact of parking on the pedestrian environment, encourage the use of on-street parking, where appropriate, and encourage the development of public, shared parking facilities in lieu of private, on-site parking.	
Transportation	POLICY TRAN 3.3.3 The City shall seek to provide choices for people to walk, bike, and take more trips via transit resulting in healthier lifestyles, a more physically active population, and a cleaner environment.	
Transportation	POLICY TRAN.5.1.1 The City shall strive to develop vibrant, mixed use communities including residential development surrounding transit stations and stops to provide more opportunities to use public transit, cycling, and walking to serve multiple daily needs.	Provides a vibrant mixed use project near a vital transit center

LAND USE COMPATIBILITY

Explain how the current proposed project will work within the given context. Describe existing land uses, future land uses, types of uses found, and explain with how the proposed project is compatible with listed uses.

As denoted above, the proposed change of use is compatible with the Comprehensive Plan. Further, the proposed change of use is compatible with the surrounding neighborhood.

The zoning and future land use designation of the surrounding neighborhood is identical to the Subject Property. In this instance, the property is centrally located in the Downtown and all surrounding properties are zoned DDRI with a future land use designation of CBD.

Surrounding the Subject Property is approved office and existing office, residential, retail and restaurant uses. Similar to what is being proposed.

SITE DESIGN/URBAN DESIGN/ARCHITECTURE

Describe the design of the project, the intended architectural style (included but not limited to materials, style, passive strategies, energy efficiency), and any other details that are important to note.

See Section VIII. Historic Preservation and Cultural Character of the attached narrative.

WALKABILITY / PEDESTRIAN INFRASTRUCTURE

Pedestrian Infrastructure

	Request	Infrastructure Type	Location	Width(s)	Relation to Street	Street Trees	Specifications
Existing	N/A	SIDEWALK	SE 1 ST	6'	ADJACENT	NO	TO CODE
Existing	N/A	SIDEWALK	PALMETTO	8'	ADJACENT	YES	TO CODE
Proposed	NONE	SIDEWALK	SE 1 ST	6'	ADJACENT	NO	TO CODE
Proposed	NONE	SIDEWALK	PALMETTO	8'	ADJACENT	YES	TO CODE

Discussion

Discuss the presence/lack of sidewalks on adjacent streets, width of sidewalks, whether pedestrian infrastructure is required to be improved as part of the application, discuss in general terms the quality of the pedestrian environment (shade, separation from traffic, presence/not of on-street parking, etc. and discuss how site design handles pedestrians accessing the site from the street and pedestrian circulation within the site.

A 6' sidewalk on NE 1st and an 8' sidewalk on E Palmetto Park Road are provided. There are shade trees along E Palmetto Park road. On street parallel parking is provided on both NE 1st Avenue and E Palmetto Park Road. Per the Mobility plan, in addition to direct access to the building from NE 1st Avenue and E Palmetto Park Road, there are additional pedestrian access points provided as per the Mobility Plan.

BICYCLE INFRASTRUCTURE

Bicycle Infrastructure Near Project

Street	Location	Infrastructure Type	Width (ft)	Protected?	Designated?
NE 1st	ADJACENT	NONE	N/A	N/A	N/A
Palmetto	ADJACENT	NONE	N/A	N/A	N/A

Discussion

Discuss location of any existing/proposed bicycle parking, presence/lack of bicycle lanes on adjacent streets, and review what the Comprehensive Plan discusses (goals, policies, and objectives and any maps from the Map Series) with regard to these things.

There are no or future proposed bike lanes along NE 1st Avenue due to it's narrow width. E Palmetto Park Road does not currently have bike lanes but bike lanes are proposed as part of the Comprehensive Plan and the Palmetto Park Road design project currently underway.

TRANSIT ROUTES

Route Number	Stop Number	Direction	Route Name	Travels Along	Distance From Site	Stop Location	Shelter Present ?	Access
0 (Palm Tran)	8646	WESTBOUND	92	PALMETTO	100'	North Side of Palmetto	No but Aletto required to build	Pedestrian
0 (Boca Shuttle)	NONE	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Discuss what Palm Tran route and/or shuttle system serves the site, where is the closest stop and shelter for these services, and how would someone walk/bike to that stop and/or shelter (is there sidewalk/bike lane and what is the quality of the walk/bike trip to the stop), do the nearest stops have shelters or what is the infrastructure at the stop, are there plans for improvements to the routes/stops? Review what the Comprehensive Plan discusses (goals, policies, and objectives and any maps from the Map Series) in terms of transit and shuttles. Is transit infrastructure required to be upgraded as part of this application, etc.

There are no shuttles currently running. A shuttle along E Palmetto Park Road is in the Comprehensive Plan and Aletto is required to provide a shuttle to Brightline Station. Palm Tran Route 92 has a stop located 100' to the east which will have a shelter installed per the Aletto Conditions of Approval. You access the bus stop from the project by walking east on the sidewalk. There are no transit upgrades as part of this application

COMMUNITY OUTREACH

Please indicate any meetings or outreach to surrounding communities. Please provide a description of the events that occurred, when and where the meeting took place, how many people attended.

If letters were sent, please indicate how many letters were sent.

No community outreach has been made as the building already exists today.

INDIVIDUAL DEVELOPMENT APPROVAL

DDRI IDA NO. CRP-24-02

PZCRP-2024-00007

101 EAST PALMETTO PARK ROAD

CONSIDERATION OF AN INDIVIDUAL DEVELOPMENT APPROVAL (IDA) OF THE BOCA RATON COMMUNITY REDEVELOPMENT AGENCY FOR THE "101 E PALMETTO" PROJECT ON APPROXIMATELY 0.24 ACRES GENERALLY LOCATED AT 101 EAST PALMETTO PARK ROAD TO AUTHORIZE, IN AN EXISTING 8,235 SQUARE FOOT TWO (2) STORY BUILDING CLASSIFIED AS RETAIL (HIGH), A CHANGE IN USE OF 2,555 SQUARE FEET FROM RETAIL (HIGH) TO OFFICE ON THE SECOND FLOOR, ALONG WITH SITE IMPROVEMENTS INCLUDING THE CONSTRUCTION OF A NEW 2,154 SQUARE FOOT OUTDOOR COURTYARD SPACE AND A NEW 550 SQUARE FOOT OUTDOOR CUSTOMER SEATING AREA (FOR A NEW 2,544 SQUARE FOOT RESTAURANT ON THE FIRST FLOOR, WHICH WILL ALSO INCLUDE 1,272 SQUARE FEET OF INDOOR CUSTOMER SERVICE AREA), TOGETHER WITH A TECHNICAL DEVIATION FROM PARAGRAPH 2(4)(b)1 OF THE DDRI DEVELOPMENT ORDER, TO REDUCE THE REQUIRED NUMBER OF OFF-STREET PARKING SPACES BY 27 PARKING SPACES (THE DIFFERENCE BETWEEN THE REQUIRED PARKING [52 PARKING SPACES] AND WHAT THE SITE CURRENTLY REQUIRES [25 PARKING SPACES] BUT OPERATES WITH ZERO [0] PARKING SPACES), AND INCLUDING A CONVERSION OF USES; PROVIDING FOR REPEALER; PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to the provisions of Ordinance No. 4035, as amended, also known as the Downtown Development of Regional Impact (DDRI) Development Order ("DDRI

Development Order”) and the Rules of the Boca Raton Community Redevelopment Agency (“CRA”) (“Rules”), East Ocean Avenue LLC and Arthur B. and Frances M. D’Almeida (collectively, the “Applicant”), owners of the approximately 0.24-acre property generally located at 101 East Palmetto Park Road (“Property,” described in Exhibit “A”), have filed an application with the CRA for an Individual Development Approval (“IDA”) to authorize, in an existing 8,235 square foot, two (2)-story building classified as Retail (High), a change in use of 2,555 square feet from Retail (High) to Office on the second floor, along with site improvements including the construction of a new 2,154 square foot outdoor courtyard space and a new 550 square foot outdoor customer seating area (for a new 2,544 square foot restaurant on the first floor, which will also include 1,272 square feet of indoor customer service area), together with a technical deviation from Paragraph 2(4)(b)1 of the DDRI Development Order, to reduce the required number of off-street parking spaces by 27 parking spaces (the difference between the required parking [52 parking spaces] and what the site currently requires [25 parking spaces] but operates with zero [0] parking spaces), and including a conversion of uses (collectively, the “Application”); and

WHEREAS, based on the Palm Beach County Property Appraiser and City documents, the original two (2)-story portions of the existing building were constructed in 1939, and building permit no. 1302 was issued on May 17, 1955, to construct the eastern, one (1)-story portion of the building; and

WHEREAS, on October 22, 2019, the City Council adopted Resolution No. 123-2019, granting a revocable license (“Parking License”) to the Law Office of Arthur B. D’Almeida, P.A., an existing business at the Property, for employee parking between 8:00 a.m. and 6:00 p.m. Monday through Friday, and 8:00 a.m. through 12:00 p.m. on Saturday, in three (3) metered parking spaces at a City-owned parking lot located at 25 Northeast 2nd Street (the “Off-Site City Lot”); and

WHEREAS, on October 22, 2024, the City Council adopted Resolution No. 113-2024, expanding the Parking License from three (3) metered parking spaces to four (4) metered parking spaces for employee parking at the Off-Site City Lot, including the same days and hours as previously authorized. The Parking License has a term of three (3) years, with two (2) optional one (1) year renewals from its commencement date of November 1, 2024; and

WHEREAS, the term Applicant shall include the Property owner(s), applicant, petitioner, lessee, tenant, heirs, successors in title, or any other relevant party having a lawful interest in the Property for which this IDA is granted; and

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

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

WHEREAS, the CRA, having considered all of the foregoing and being fully advised and informed in the premises, has determined that it is in the best interests of the citizens of the City of Boca Raton to **[approve/not approve]** the Application subject to specified conditions and limitations.

FINDINGS OF FACT

The CRA hereby **[finds/does not find]** that:

1. The Applicant has filed the Application with the CRA, which will result in approximately 5,050 square feet of Office Equivalent ("OE") development remaining in Downtown Subarea B.
2. As zero (0) square feet of OE Development remain in Downtown Subarea B, approval of the requested 2,555 square feet of Office requires a conversion of uses within the Downtown Subarea B. Therefore, the Application proposes to convert 2,555 square feet of Retail (High) (7,604 square feet of OE development) for 2,555 square feet of Office (2,555 square feet of total OE development) (the "Conversion"), as detailed in the office equivalency analysis performed by JMD Engineering Inc., dated June 12, 2026 ("Conversion Analysis").
3. The existing Property was developed prior to the development of parking standards and has historically operated without on-site parking, when 25 parking spaces would be required for the existing development.
4. The Application includes a request for a technical deviation from Paragraph 2(4)(b)1 of the DDRI Development Order, to reduce the required number of off-street parking spaces by 27 parking spaces (the "Technical Deviation") (the difference between the required parking [52 parking spaces] and what the site currently requires [25 parking spaces] but operates with zero [0] parking spaces), justified by a traffic analysis prepared by JMD Engineering, Inc., dated June 4, 2026 ("Technical Deviation Justification").
5. The Application, including the Technical Deviation Justification and the Conversion Analysis, was determined to be complete by the Executive Director of the CRA on _____.
6. As a result of the Conversion, the Application will result in an increase of approximately 5,050 square feet of OE development remaining in Downtown Subarea B.
7. On _____ the Executive Director of the CRA submitted his report in regard to the Application, including Conversion and the Technical Deviation, recommending approval with conditions of the Application.
8. The CRA has given public notice and held a public hearing to consider the Application.
9. Adequate infrastructure facilities exist or will be provided in a timely manner, consistent with the DDRI Development Order and Rules, to serve the development of Downtown Boca Raton in a safe and efficient manner.
10. The anticipated net annual tax increment revenue generated by this proposed development is estimated to be \$0.00.

CONCLUSIONS OF LAW

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

1. The Application **[meets/does not meet]** all the requirements of the DDRI Development Order and the Rules.

2. Upon commencement of construction as provided in Condition 13, this IDA CRP No. 24-02 supersedes and replaces any and all other development approvals issued regarding the Property by the City or any other authority except for the DDRI Development Order and the Rules.
3. The CRA is duly authorized and empowered to grant this IDA.

NOW, THEREFORE, IN ACCORDANCE WITH THE REQUIREMENTS OF THE DDRI DEVELOPMENT ORDER AND THE RULES, THE BOCA RATON COMMUNITY REDEVELOPMENT AGENCY HEREBY [GRANTS/DENIES] THIS IDA NO. CRP-24-02 FOR THE PROPERTY DESCRIBED IN EXHIBIT "A," SUBJECT TO THE FOLLOWING CONDITIONS, RESTRICTIONS AND LIMITATIONS:

GENERAL

1. The Applicant is hereby authorized to apply for and receive building permits for development, based on the plans prepared by HdA Architects, Inc., received by the Development Services Department on July 20, 2026, attached hereto and incorporated herein as Exhibit "B," subject to the conditions, restrictions and limitations set out in this IDA.
2. Development of the Property as planned in Exhibit "B" shall be carried out in accordance with the provisions of this IDA No. CRP-24-02 and full compliance with the DDRI Development Order and the Rules, including but not limited to the following:
 - a) No individual building site shall be cleared in advance of actual construction of a building or buildings unless the cleared site is graded, sodded, and mulched within thirty (30) days of completion and clearing.
 - b) In the event that any archaeological resource, or indication of the presence of an archaeological resource is discovered during construction, the Applicant shall suspend all construction activity and shall notify the CRA of the discovery of the archaeological resource.
 - c) No less than 50 percent of all landscaped areas shall be comprised entirely of native or drought-tolerant plants adapted to soil and climatic conditions occurring on-site. The use of soil improvement techniques to increase water absorption and the holding capacity of the soil, mulches to minimize evaporation and the most water conservative irrigation systems available shall be employed in an effort to minimize irrigation demand and wastage.
 - d) The development of the Property shall employ water-saving plumbing devices such as toilets with a maximum flush of 3.5 gallons and shower heads and faucets with a maximum flow rate of 3.0 gallons per minute (at 60 pounds of pressure per square inch).
 - e) The development of the Property shall comply with the Energy Conservation requirements contained in Section 3 (20), (21), and (22) of the DDRI Development Order.
 - f) Prior to demolition of any residential or commercial structure (if applicable), the Applicant shall have a visual inspection of the interior of the structure and premises for the purpose of detecting and safely removing any stored hazardous or toxic materials that may be present. In addition, the Applicant shall perform an assessment of the property to determine the extent of possible contamination from hazardous or toxic materials. Prior to the issuance of a building permit, the Applicant shall demonstrate to the satisfaction of the Palm Beach County ("PBC")

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

- g) The perimeter glass, on the ground floor, shall have a minimum visible transmittance of 72 percent and a maximum reflectivity of 28 percent.
 - h) All development of the Property shall be completed in only one (1) phase.
3. The following uses and intensity of uses of development pursuant to the provisions of DDRI Development Order Section 2(3), shall be permitted to be developed on the Property as depicted in the plans attached as Exhibit "B," subject to each and every condition, requirement and limitation of this IDA and the DDRI Development Order and the Rules:

Office:	2,555 SF
Retail (High):	5,680 SF

4. Pursuant to the Rules of the CRA:

- a) This IDA shall expire and become null and void, and of no legal force and effect, with respect to any portion of the Project for which construction (or its functional equivalent, including an interior/exterior renovation permit or a dumpster enclosure permit) has not commenced pursuant to a valid building permit, in the event any of the following occur, as provided in Chapter 6 of the Rules:
 - i) The construction (or its functional equivalent, including an interior/exterior renovation permit or a dumpster enclosure permit) of the development has not commenced, pursuant to a valid building permit, within 24 months of the date this IDA is adopted by the CRA (the "Construction Commencement Deadline");
 - ii) Active development of the Project is abandoned. Active development shall mean actual construction work on site pursuant to a valid building permit;
 - iii) A Certificate of Occupancy has not been obtained for the portion of the Project constituting the Required Minimum Vesting Period (RMVP), in accordance with the Rules, within 24 months of the date that construction of the RMVP has commenced. For purposes of clarity, if the RMVP consists of 100% of the Project, then no uncommenced portion exists to which vesting expiration may apply under this subsection; or
 - iv) The Applicant does not faithfully comply with, implement and fulfill all conditions, restrictions, and requirements of this IDA.
- b) The Applicant may request that the CRA grant a 12-month extension of the Construction Commencement Deadline; and
- c) Building permit(s) for this Project shall be issued based upon the availability of capacity within a given DDRI threshold as further defined under Chapter 6, Section 4 of the Rules.

5. Prior to the issuance of any building permit for the Application, the Applicant shall comply with the following:

- 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 the forms attached to the agenda materials in connection with this matter, 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, subject to review and approval by PWR, a construction sequencing plan ("Construction Sequencing Plan") detailing the sequencing and timing of all infrastructure, building(s), and other site improvements. The Construction Sequencing Plan shall include consideration of staging areas, construction parking, impacts on other areas of the Property, maintenance of traffic (MOT), 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 size, wheel stoppers, bike parking facilities, etc., as shown on the site plan, are consistent with City's Engineering Design Standards Manual.
- e) Submit evidence demonstrating that the Application complies with the PBC Unified Land Development Code, Article 13: "Impact Fee" Ordinance by presenting a receipt and building plans with the PBC Impact Fee Stamp affixed evidencing payment of impact fees, if applicable, of an amount to be determined;
- f) Execute and deliver to the City for recordation, in the Public Records of PBC, together with applicable fees, and in the forms attached to the agenda materials in connection with this IDA No. CRP-24-02:
 - i. A Declaration of Covenants and Restrictions, which shall provide:
 - a) Solid Waste Service:
 - (i) The Applicant shall contract with a private solid waste collection and disposal service as franchised by the City in accordance with the provisions of Section 14-22, Code of Ordinances, to provide solid waste pick-up service for all uses on the Property;
 - (ii) The City will not be responsible for pickup of solid waste generated by any uses on the Property;
 - (iii) The solid waste service will be contracted by the Applicant, and the costs of the solid waste services, including any solid waste service and all franchise and applicable solid waste disposal fees, shall be the sole responsibility of the Applicant, its successors and assigns, without recourse to the City; and
 - (iv) The Applicant may change the solid waste service with which the Applicant contracts at any time without the written consent of the City, provided that any and all solid waste services with which the Applicant contracts are franchised by the City and provide a written acknowledgement that there shall be no recourse against the City;

- b) Applicant shall provide all current and subsequent employment applications of the Property, a disclosure that said Project provides meaningful incentives that include a 100% transit pass subsidy for Tri-Rail and Palm Tran and a 25% subsidy for Brightline for the employees that are to be provided on the last Friday of every month.
 - c) Applicant shall provide all current and subsequent lessees of the Property, a disclosure in all lease agreements that said Project provides zero (0) parking spaces on the Property;
 - d) Downtown Special Assessment Program Disclosure: All purchase or lease agreements of the Property, in whole or in part, shall include a disclosure placing the purchasing or leasing party on notice that this Property is included within the City of Boca Raton Downtown Special Assessment Program;
 - e) Noise Disclosure: All purchase or lease agreements shall disclose the Property is located within a mixed-use urban setting and will be subject to daytime and nighttime noise; and
 - ii. A sidewalk easement along East Palmetto Park Road for all sidewalk pavement encroaching on the Property, as depicted on Sheet SP1.00 in the plans attached as Exhibit "B";
 - iii. A sidewalk easement along Northeast 1st Avenue for all sidewalk pavement encroaching on the Property, as depicted on Sheet SP1.00 in the plans attached as Exhibit "B";
 - iv. A revocable license and perpetual maintenance agreement for the outdoor seating area if any portion is located along Northeast 1st Avenue within the Property, as depicted on Sheet SP1.00 of Exhibit "B"; and
 - v. A Declaration of Unity of Title ("Unity of Title") for the Property, together with applicable fees, for recording in the public records of Palm Beach County, in the form attached to the agenda materials in connection with this IDA. In the event that prior to the recordation, a portion of the Property is conveyed, the new owner of the portion of the conveyed Property shall join into the Unity of Title.
- g) File a Transportation Demand Management (TDM) Plan acceptable to the City. In addition, an annual report shall be provided to the City each year on January 15th, describing in detail the TDM program implemented for the development. The TDM plan development and implementation process shall include the following:
- vi. Designate an entity to oversee and coordinate the TDM Plan. This entity, which is the liaison between the Applicant and the City, shall monitor all TDM program activities for the Property. The Applicant, through the declaration for the property owner, shall assign the property management the responsibility for the implementation, operation, coordination, and management of the TDM Plan;
 - vii. Provide facilities for the posting of (TDM) Program Information in locations that are readily visible to employees. This is an area that is used to supply employees with information about bus and train schedules, South Florida Commuter Services, name and phone number of the Property's TDM Program Coordinator and information on local restaurants and shops within walking distance;

- viii. Provide sheltered, secure facilities for storage of bicycles in accordance with the numerical requirements of the City Code Section 28-1655, Code of Ordinances. Sheltered, secure facilities for the storage of bicycles shall mean an area that is covered and provides security by means of a locked gate or door or provides an area that is monitored to ensure no theft or damage occurs to bicycles. A plan and detail indicating the location of sheltered, secure bicycle facilities shall be included in the plans reviewed and approved by PWR;
- ix. Provide meaningful incentives for the use of transit by on-site employees at the Property that include, at a minimum, the following:
 - a) A fully paid monthly pass for Tri-Rail and a fully paid monthly pass for Palm Tran, for each on-site employee. These passes shall be distributed to each employee, unless any particular employee expressly opts out of receiving one or both such passes, on the last Friday of each month, for the following month. In order to opt out of receiving one or both (Tri-Rail and Palm Tran) such monthly passes, an employee must do so on a form provided by the Applicant for such purpose, which form shall provide factual information including that such passes are provided at no cost to the employee, and such form shall be subject to review and approval by the Development Services Director to ensure that it meets the express requirements and the intent of this condition. The Applicant shall not in any way reward or incentivize any employee to opt out of receiving one or both types of monthly transit pass (e.g., by reducing obligations, providing a subsidy toward an employee's parking costs, or any similar action that would have the effect of rewarding or incentivizing opting out); and
 - b) A 25% transit pass subsidy for one (1) monthly Brightline pass (or its equivalent, in the event a monthly Brightline pass is not available) to each employee on the Property. The Applicant shall effectuate this required subsidy by purchasing such pass and collecting 75% of the cost from the employee. The Applicant shall not in any way reward or incentivize any employee to opt out of receiving the monthly pass (e.g. by reducing obligations, or any similar action that would have the effect of rewarding or incentivizing opting out).
- x. Provide language in the leases that would inform and encourage employees to participate in the TDM program.
- xi. Perform tenant surveys that ask employees questions about their commutes or barriers to trying new transportation modes.
- xii. Provide a yearly report, with appropriate documentation, to the City that includes an affidavit attesting that the requirements of the TDM Plan have been fulfilled and are continuously being pursued as new employees are employed on the Property. Required documentation shall include a copy of an employee contract (if applicable), a summary of the number of passes provided, receipts for passes purchased and distributed, the number of employees opting out of Tri-Rail and/or Palm Tran monthly passes (if any) and, if applicable, the completed forms of any employee opting out.
- h) Remit to the City the voluntarily proffered annual contribution of \$10,258.92 to the City's Downtown transit programs. This amount shall be paid in the first year prior to

the issuance of any building permit, and will continue as an annual payment of \$10,258.92 thereafter, due no later than January 15th of each subsequent year.

6. Prior to any construction activity on the Property whatsoever:
 - a) The Applicant shall be responsible for the design of undergrounding all electricity, telephone, CATV, and other utility distribution lines on the Property or in any abutting public or private right-of-way, street, alley, easement, driveway, or other access roadway. The plans shall be subject to review and approval by PWR to ensure that all underground wire/wiring provided meets the specification of Florida Power & Light (FPL) and that all other utilities are protected or relocated as applicable. The Applicant shall be responsible for all costs associated with the protection or relocation of all other utilities; and
 - b) The Applicant shall coordinate the undergrounding described above with FPL, all other franchised utilities and the City, and shall provide evidence to the City of the coordination.
7. During the period of demolition and construction, the Applicant shall:
 - a) Obtain approval from the Executive Director of the CRA for any temporary closure or obstructions of public sidewalks or roadway lanes. The public sidewalk adjacent to the Property shall remain open to pedestrians at all times during any construction and/or demolition activity. The Applicant shall at all times provide pedestrian protection measures approved by the Building Official. The sidewalk may be temporarily closed during construction of the protective measures. Additionally, the public sidewalks along Northeast 1st Avenue and East Palmetto Park Road shall remain open to pedestrians at all times during construction and/or demolition activity to the maximum extent feasible, as determined by the Building Official;
 - b) Provide a covered lighted walkway if at any time a construction activity is adjacent to a sidewalk where pedestrians are allowed;
 - c) Provide continued upkeep and maintenance to any existing landscaping and public improvements, including meters, valves, backflow preventers, etc., along the perimeter of the Property that will be modified by the construction of this Application. Such maintenance shall be at no cost to the City of Boca Raton;
 - d) Provide continued upkeep and maintenance of the entire area covered by decorative pavers, including those that remain in place and new planter islands adjacent to the roadway, including plant material, irrigation, up-lighting and all ongoing maintenance costs. Such maintenance shall be at no cost to the City of Boca Raton; and
 - e) Preserve, replace and/or relocate all existing streetscape beautification elements (decorative pavers, landscaping, irrigation, decorative streetlights) in the public right-of-way as necessary subject to review and approval by CAB and PWR, including restoration of the curb, crosswalks and affected medians. However, in the event that any new decorative streetlights are installed, any existing decorative streetlights on the Property shall also be replaced with the same new decorative streetlights in accordance with the Downtown Street Design Standards to ensure uniformity and consistency along any street where the new lamps are installed.
8. 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 IDA;

- b) Complete all construction, including all off-site improvements, and have it accepted by the appropriate jurisdiction(s), including obtaining approval for all improvements shown on the approved PWR plans; and
 - c) Implement and fully comply with the TDM requirements pursuant to Condition 5.g).
- 9. No valet parking operations shall be allowed on the Property as the Property has not been designed to accommodate a valet service.
 - 10. No outdoor seating for the restaurant use shall occur in the courtyard located to the rear of the building adjacent to the east-west alleyway, unless an alternative outdoor seating plan is approved by City staff. At no time shall the total outdoor seating area exceed 550 square feet.
 - 11. Consistent with the Technical Deviation Justification, the total number of restaurant seats on the Property shall be limited to the following: 85 seats in the interior dining area, 36 seats in the outdoor dining area, and 0 seats in the bar area.
 - 12. If, during the preparation for a building permit and/or throughout the development process leading to a certificate of occupancy, City staff determines that authorized easements to be granted to the City require amendments or new easements need to be granted, and these amendments or new easements do not significantly deviate from the original development plan or materially impact it, City staff shall have the authority to administratively accept these modifications as part of the development approval process.
 - 13. Upon commencement of construction pursuant to a valid building permit issued in reliance on this IDA, this IDA No. CRP-24-02 shall supersede and replace any and all prior development approvals applicable to the Property. Prior to such commencement, all existing development approvals and all obligations thereunder shall remain in full force and effect.
 - 14. In the event there is any conflict between the terms of this IDA and any other rule, regulation or ordinance of the City of Boca Raton, the terms of this IDA, the DDRI Development Order and the Rules shall control.

ADDITIONAL PROVISIONS OF THIS IDA:

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

PASSED AND DULY APPROVED with a quorum present and voting, by the Community Redevelopment Agency of the City of Boca Raton, Florida, this _____ day of _____, 2026.

**COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF BOCA RATON, FLORIDA**

By: _____
Andy Thomson, Chair

ATTEST:

Mary Siddons, City Clerk



CRA COMMISSIONER	YES	NO	ABSTAINED
CHAIR ANDY THOMSON			
VICE CHAIR YVETTE DRUCKER			
COMMISSIONER MICHELLE GRAU			
COMMISSIONER JON PEARLMAN			
COMMISSIONER STACY SIPPLE			

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

That part of Lots 37 and 38, J.R. CAMPBELL'S SUBDIVISION, Boca Raton, Florida, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida described as follows, to-wit:

BEGINNING at the southwest corner of said Lot 37, run in a northerly direction along the west line of said Lot 37 for a distance of 102.55 feet to a point; thence run in an easterly direction, parallel to the north line of said Lot 37 for a distance of 50 feet and parallel to the north line of said Lot 38 for a distance of 25 feet, for a total distance of 75 feet, to a point; thence run in a northerly direction parallel to said west line of Lot 37 for a distance of 40 feet to a point on said north line of said Lot 38; thence run in an easterly direction along said north line of said Lot 38 for a distance of 25 feet to the northeast corner of said Lot 38; thence run in a southerly direction along the east line of said Lot 38 for a distance of 40 feet to a point; thence run in a westerly direction parallel to the said north line of said Lot 38 for a distance of 20.2 feet to a point; thence run in a southerly direction parallel to the said east line of said Lot 38 for a distance of 102.55 feet to a point on the south line of said Lot 38; thence run in a westerly direction, along the south line of said Lot 38 for a distance of 29.8 feet and along the south line of said Lot 37 for a distance of 50 feet, for a total distance of 79.8 feet, to said southwest corner of said Lot 37.

Less thereof, the south 10 feet for the right-of-way of Palmetto Park Road.

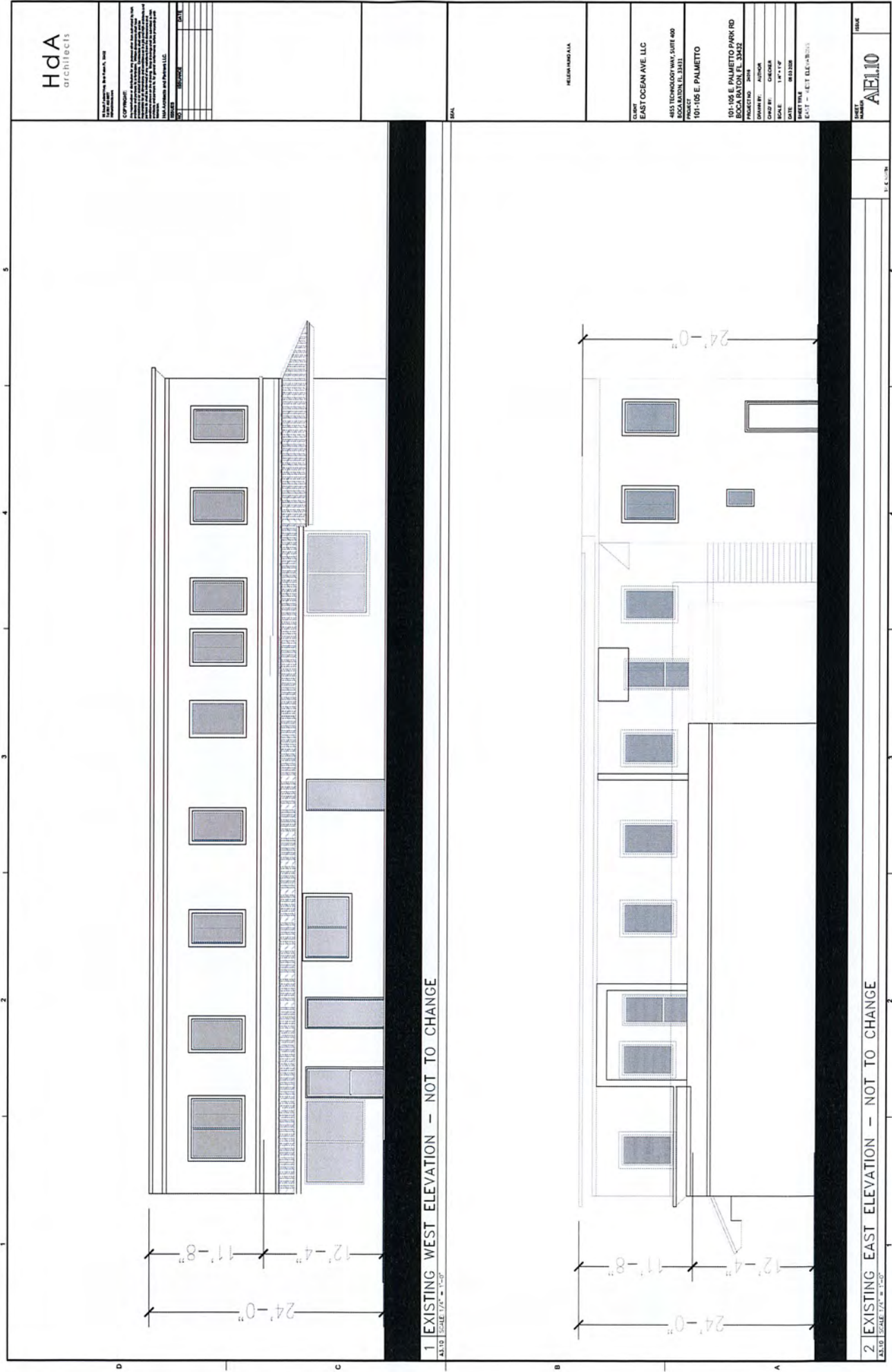
PARCEL 2:

The east 20.2 feet of Lot 38, LESS the north 40 feet and LESS the south 10 feet thereof, J.R. CAMPBELL'S SUBDIVISION, Boca Raton, Florida, according to the plate thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, Page 61.

Said lands situate in the City of Boca Raton, Palm Beach County, Florida and containing 10,289 square feet (0.24 acres) more or less.

EXHIBIT B

[illegible]



HdA
architects

101-105 E PALMETTO PARK RD
BOSTON, MA 02128
TEL: 617-552-1234
WWW.HDA-ARCHITECTS.COM

PROJECT: 101-105 E PALMETTO PARK RD
ARCHITECT: HD A
DATE: 08/23/2008
SHEET TITLE: EX-1 - WEST ELEVATION

CLIENT: EAST OCEAN AVE. LLC
4455 TECHNOLOGY WAY, SUITE 400
BOSTON, MA 02116

PROJECT: 101-105 E PALMETTO
101-105 E PALMETTO PARK RD
BOSTON, MA 02128

OWNER: HD A
DESIGNER: HD A
DATE: 08/23/2008
SHEET TITLE: EX-1 - WEST ELEVATION

101-105 E PALMETTO PARK RD
BOSTON, MA 02128
TEL: 617-552-1234
WWW.HDA-ARCHITECTS.COM

PROJECT: 101-105 E PALMETTO
ARCHITECT: HD A
DATE: 08/23/2008
SHEET TITLE: EX-1 - WEST ELEVATION

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101-105 E PALMETTO PARK RD
BOSTON, MA 02128

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BOSTON, MA 02116

PROJECT: 101-105 E PALMETTO
101-105 E PALMETTO PARK RD
BOSTON, MA 02128

OWNER: HD A
DESIGNER: HD A
DATE: 08/23/2008
SHEET TITLE: EX-1 - WEST ELEVATION

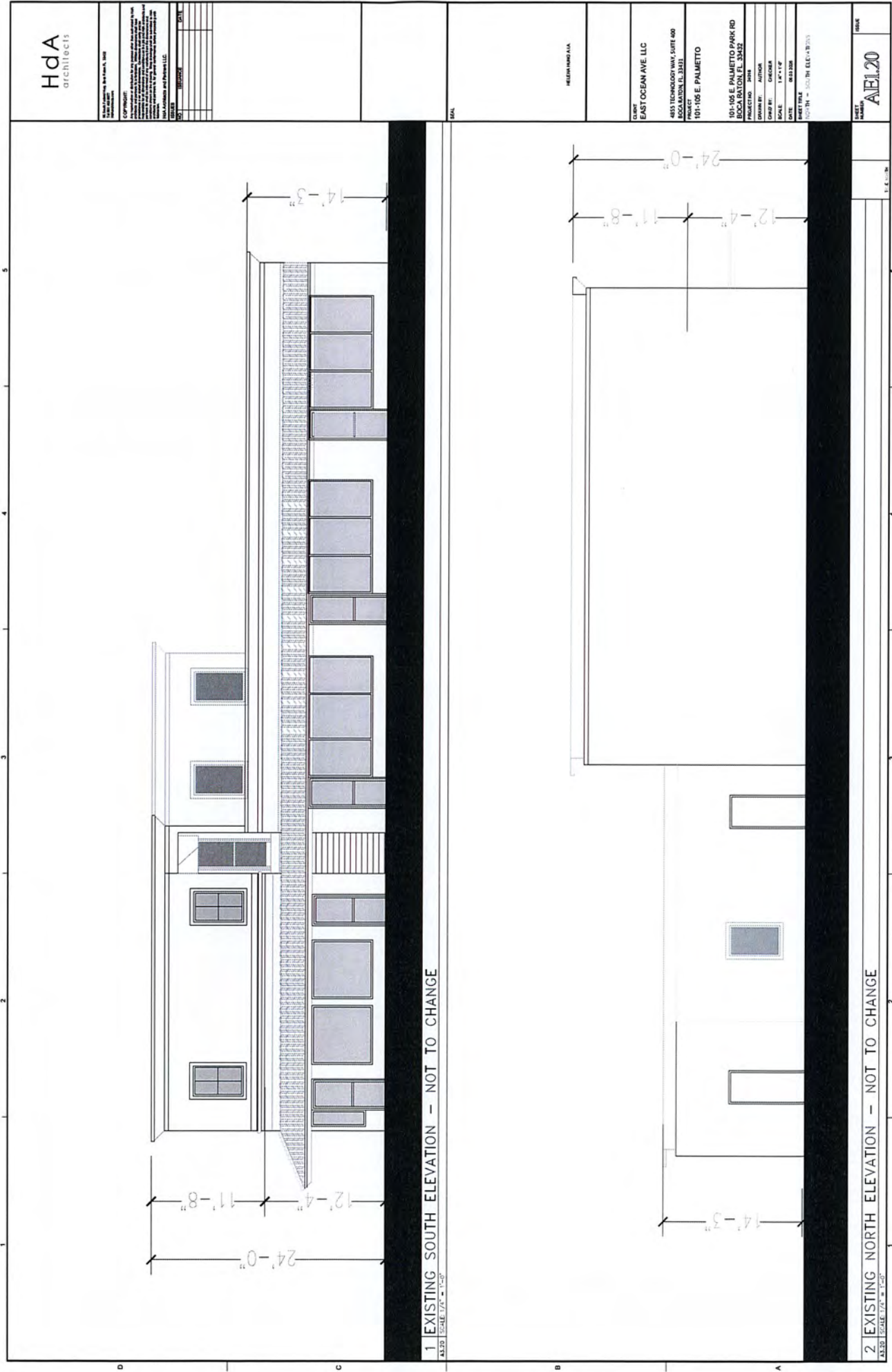
101-105 E PALMETTO PARK RD
BOSTON, MA 02128
TEL: 617-552-1234
WWW.HDA-ARCHITECTS.COM

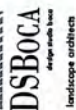
PROJECT: 101-105 E PALMETTO
ARCHITECT: HD A
DATE: 08/23/2008
SHEET TITLE: EX-1 - WEST ELEVATION

CLIENT: EAST OCEAN AVE. LLC
4455 TECHNOLOGY WAY, SUITE 400
BOSTON, MA 02116

PROJECT: 101-105 E PALMETTO
101-105 E PALMETTO PARK RD
BOSTON, MA 02128

OWNER: HD A
DESIGNER: HD A
DATE: 08/23/2008
SHEET TITLE: EX-1 - WEST ELEVATION





LC - 0000396
2200 Corporate Blvd., Ste. 214
Boca Raton, Florida 33431
Ph: 561.955.8623
Fax: 561.362.4749

101 E PALMETTO
BOCA RATON, FL
LANDSCAPE PLAN

REVISIONS:	CITY
12-09-2024	COMMENTS

OCTOBER 29, 2024

DATE _____
M.S. _____

711

LOVED BY:

This drawing is the property of
Design Studio Inc., and is an
instrument of service and is to be
reproduced in whole or in part
without the express written

[L-1]

[illegible]

MISCELLANEOUS

- God to be SL Augustine and.

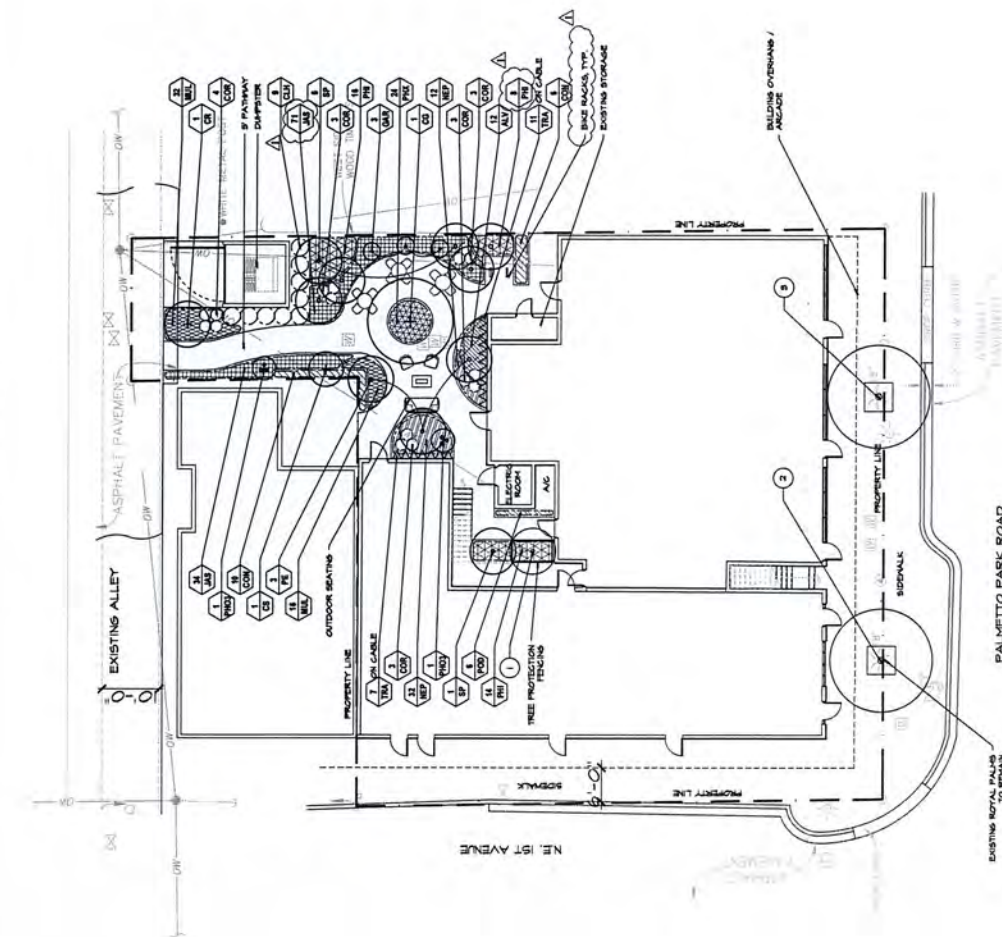
- Planting soil - 5/7 cu. yd. per tree and 4" depth at all hedges and mass planting beds.
- Sand - Palms to be planted in clean sand; $\frac{1}{2}$ cu. yd. per palm.

GENERAL NOTES

- All ground receiving valves and equipment shall be screened, rated and maintained.
- All used to be backwash equipment shall meet the American standard 14.1.
- All plant materials shall conform to the standards for Florida's 1st year plants given in "Grades and Standards for Nursery Plants", Latest Edition, State of Florida Department of Agriculture, Tallahassee, or Florida.
- All trees shall be properly graded and shall be free of staining or staining prior to establishment.
- All trees shall be planted in the ground as a component of a minimum of 20% made of horticulturally acceptable organic material. The minimum soil depth shall be stated in the bid to include any extra planting depth and 1/4" per foot tree. Plants to be planted in close row.
- Three (3) inch minimum of shredded "Van Goyen" recycled mulch shall be installed around each tree and palm and
- Irrigation system providing 100% coverage to tropical climate is strongly desirable.
- Irrigation system providing 100% coverage to tropical climate is strongly desirable.
- In case of discrepancy, planting plan shall prevail over any other plan.
- Landscape contractor is responsible for his own liability (see 40-46).

NEEDLEPOINT STITCHES

1. IMITATION BOW	5 POINTS
HORTENSE BOWING COUNTESS	5 POINTS
PLANT FINGER (ONE IN PLANT)	
2. SNAKE	3 POINTS
25% OF PLANT FROM LIST	
3. THE LOSS OF THE TOTAL QUANTITY OF NEEDLES FROM LIST	10 POINTS
4. 100% AREA	8 POINTS
500 AREA LESS THAN BOX OF LANDSCAPE AREA	



PAI METTO PARK ROAD

— TRUSTING ROYAL PALMS —
— TO REMAIN —



0 5' 10' 20'

SCALE: 1" = 10' - 0"



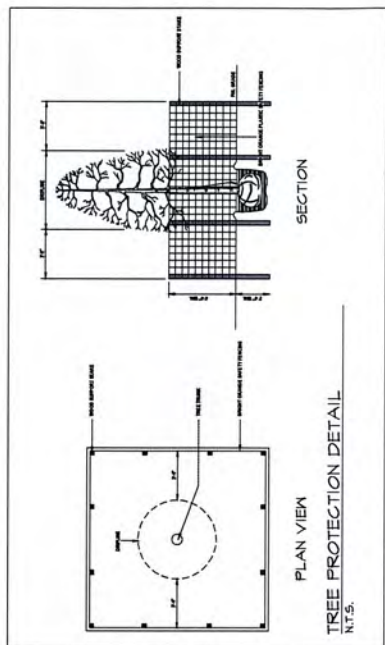
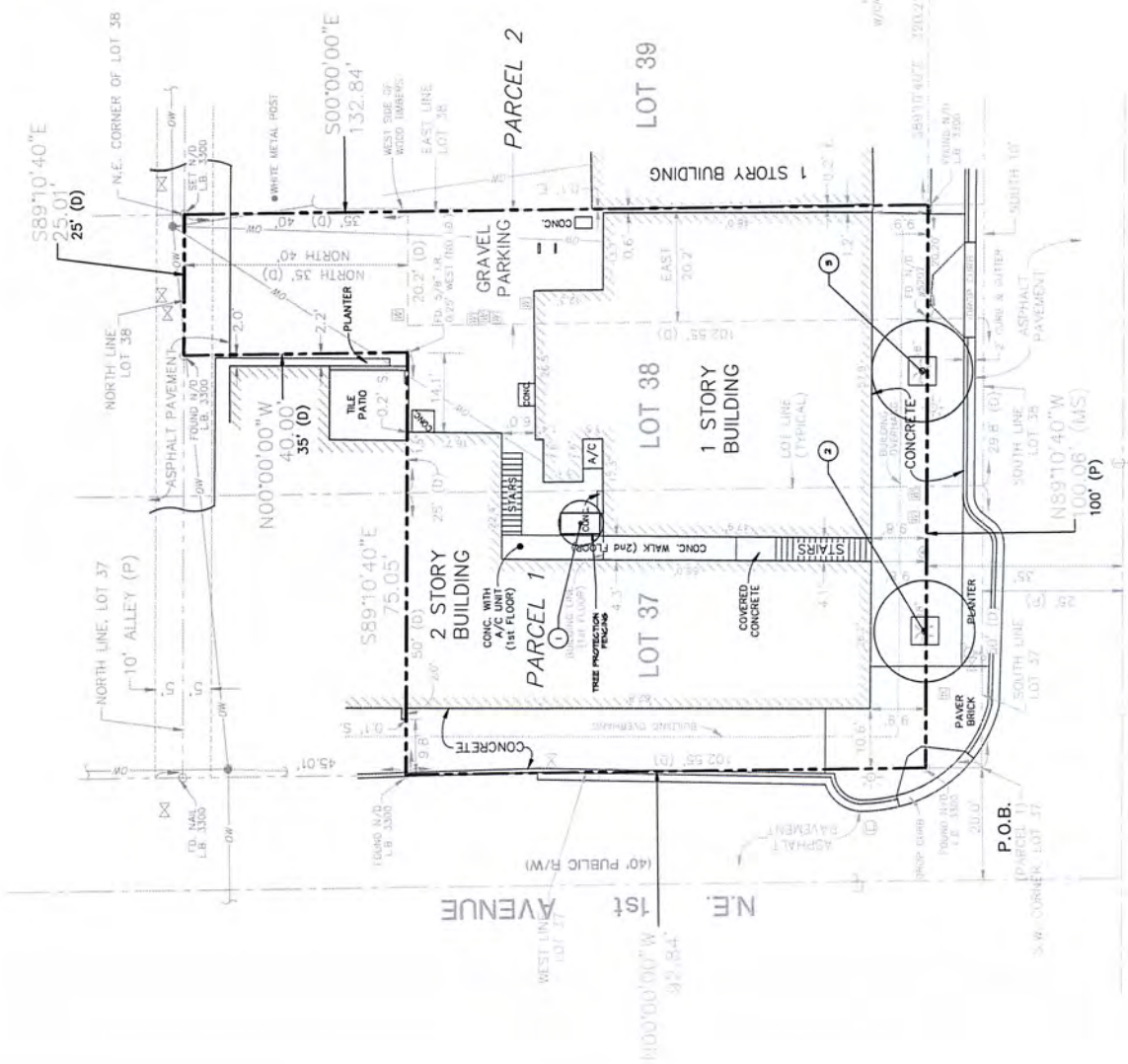
LC - 0000396
 10 Corporate Blvd., 10th Fl., Suite 214
 Boca Raton, Florida 33431
 Ph. 561.955.8623
 Fax 561.362.4749

SECRET

...deserting is the property of the...
...on Monday, June, and is...
...removal of service and is...
...released to whole or in part...
...the extreme...

TR-1

TREE DISPOSITION PLAN		DBH	HEIGHT	BREXAD	CONDITION	DISPOSITION	REMARKS
1	COMMON NAME	17'	18'	12"	GOOD	REMAIN	
2	SCIA PALMETTO	17'	20'	18"	GOOD	REMAIN	
3	ROYAL PALM	17'	22'	18"	GOOD	REMAIN	

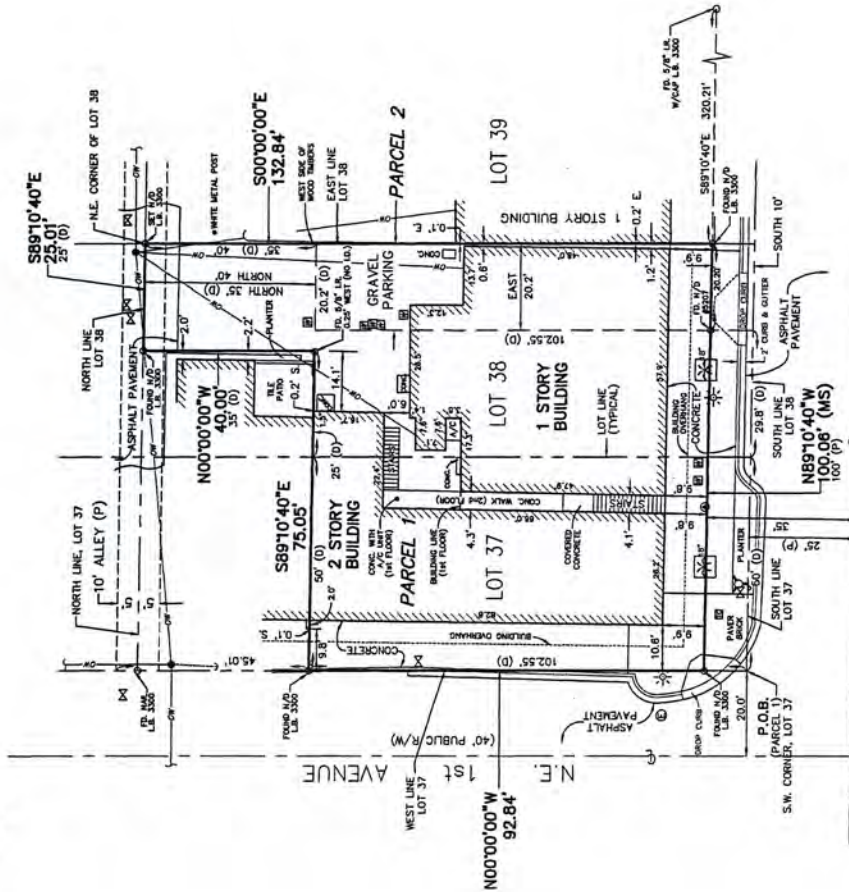


PALMETTO PARK ROAD



LEGEND

- ④ CLEAN OUT
- ⊕ ELECTRIC MANHOLE
- ⊕ FIRE HYDRANT
- ⊕ GUY ANCHOR
- ⊕ METAL POST
- ⊕ OVERHEAD WIRE
- ⊕ SIGN (UNLESS NOTED)
- ⊕ TRAFFIC SIGNAL CONTROL BOX
- ⊕ VALVE
- ⊕ WATER METER
- ⊕ WOOD UTILITY POLE
- ⊕ PALM TREE



SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this survey map or report by other than the signing party is prohibited without written consent of the signing party.
2. No title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search has been made by this Surveyor.
3. The land description shown on this map was provided by the Client, corrected by the Surveyor and modified to lessee the south 10' of Parcel 1 for the right-of-way of Palmetto Park Road.
4. No underground improvements were located.
5. Bearings are based on the West line of Lot 37 having a bearing of N00°00'00"E.
6. The property described herein lies within Flood Zone X, as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Number 12098C1177, Community Number 120195, dated 10/05/2017.
7. Property Address: 101 E. Palmetto Park Road, Boca Raton, Florida 33432.
8. Abbreviation Legend: C = Calculated; E = Centerline; C.B.S. = Concrete, Block & Stucco; CONC. = Concrete; D = Per Deed; F.B. = Field Book; F.D. = Found; ID. = Identification; I.R. = Iron Rod; L.B. = Licensed Business; MS = Measured; N/D = Not Discussed; O.W. = Overhead Wires; P = Per Record Plat; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; P.C. = Page P.O.B. = Point of Beginning; P.S.M. = Professional Surveyor & Mapper; R/W = Right-of-Way; W/CAP = With Surveyors Cap.

LAND DESCRIPTION: (OFFICIAL RECORDS BOOK 8172/340, P.B.C.R.)

PARCEL 1
That part of Lots 37 and 38, J.R. CAMPBELL'S SUBDIVISION, Boca Raton, Florida, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida described as follows, to-wit:
Beginning at the southwest corner of said Lot 37, run in a northerly direction along the West line of said Lot 37 for a distance of 102.55 feet to a point; thence run in an easterly direction, parallel to the North line of said Lot 37 for a distance of 50 feet and parallel to the North line of said Lot 38 for a distance of 25 feet, for a total distance of 75 feet, to a point; thence run in a northerly direction parallel to said north line of said Lot 38 for a distance of 35 feet to a point on said north line of said Lot 38; thence run in a southerly direction along the East line of said Lot 38 for a distance of 25 feet to a point; thence run in a southerly direction parallel to the East line of said Lot 38 for a distance of 35 feet to a point; thence run in a southerly direction parallel to the South line of said Lot 38 for a distance of 102.55 feet to a point on the South line of said Lot 38; thence run in a westerly direction, along the South line of said Lot 38 for a distance of 29.8 feet and along the South line of said Lot 37 for a distance of 50 feet, for a total distance of 79.8 feet, to said southwest corner of said Lot 37.

PARCEL 2
East 20.2 feet of Lot 38, less the North 35 feet and less the South 10 feet thereof, J.R. CAMPBELL'S SUBDIVISION, Boca Raton, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, Page 61.

LAND DESCRIPTION: (AS CORRECTED BY THE SURVEYOR)

PARCEL 1
That part of Lots 37 and 38, J.R. CAMPBELL'S SUBDIVISION, Boca Raton, Florida, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida described as follows, to-wit:
BEGINNING at the southwest corner of said Lot 37, run in a northerly direction along the West line of said Lot 37 for a distance of 102.55 feet to a point; thence run in an easterly direction, parallel to the North line of said Lot 37 for a distance of 50 feet and parallel to the North line of said Lot 38 for a distance of 25 feet, for a total distance of 75 feet, to a point; thence run in a northerly direction parallel to said north line of said Lot 38 for a distance of 35 feet to a point on said north line of said Lot 38; thence run in an easterly direction along the East line of said Lot 38 for a distance of 25 feet to a point on said north line of said Lot 38; thence run in a southerly direction parallel to the East line of said Lot 38 for a distance of 35 feet to a point; thence run in a southerly direction parallel to the South line of said Lot 38 for a distance of 102.55 feet to a point on the South line of said Lot 38; thence run in a westerly direction, along the South line of said Lot 38 for a distance of 29.8 feet and along the South line of said Lot 37 for a distance of 50 feet, for a total distance of 79.8 feet, to said southwest corner of said Lot 37.

PARCEL 2
LESS thereof, the south 10 feet for the right-of-way of Palmetto Park Road.

The east 20.2 feet of Lot 38, LESS the north 40 feet and LESS the south 10 feet thereof, J.R. CAMPBELL'S SUBDIVISION, Boca Raton, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, Page 61.

Said lands situate in the City of Boca Raton, Palm Beach County, Florida and containing 10,289 square feet (0.24 acres) more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Boundary Survey of the heron described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Boundary Survey meets the Standards of Practice set forth in Chapter 53-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 7/2/2014
Michael J. Aviom, P.S.M.
Aviom, P.S.M.
Date: 2024.07.12
15:18:15 -04'00'

Michael J. Aviom, P.S.M.
Aviom, P.S.M.
Date: 2024.07.12
15:18:15 -04'00'

A PORTION OF LOTS 37 & 38
BOUNDARY SURVEY
J.R. CAMPBELL'S SUBDIVISION
101 E. PALMETTO PARK ROAD
(P.B. 5, PG. 61, P.B.C.R.)
CITY OF BOCA RATON
PALM BEACH COUNTY, FLORIDA

DATE: 06/04/2001
SCALE: 1" = 20'
SHEET: 1 OF 1
F.B. 981 PG. 4
BY: J.T.D.
CHECKED: M.M.C.
J.R. CAMPBELL'S SUBDIVISION
101 E. PALMETTO PARK ROAD
(P.B. 5, PG. 61, P.B.C.R.)
CITY OF BOCA RATON
PALM BEACH COUNTY, FLORIDA

AVIOM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(888) 382-2534 / WWW.AVIOMANDASSOCIATES.COM
AVIOM & ASSOCIATES, INC. is a member of the AVIOM & ASSOCIATES, INC. network and should not be reproduced or copied without written permission.

CASH BOND AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

BY:

Sign _____

Sign _____

Print _____

Print _____

Sign _____

Print _____

(STATE OF FLORIDA
COUNTY OF PALM BEACH)

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

NOTARY PUBLIC

Sign _____

Print _____

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

EXAMPLE

BANK STATIONERY

OUR IRREVOCABLE LETTER OF CREDIT

NO. _____

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

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

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

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

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

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

BANK

Expiry Date: _____

By _____

Countersigned:

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

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

(Reserved)

SIDEWALK EASEMENT

THIS SIDEWALK EASEMENT ("Sidewalk Easement") dated _____ is made by and between _____, 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 Sidewalk Easement to the Grantee for the area legally described in Exhibit "___" attached hereto and incorporated herein (the "Easement Area"); and

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

GRANT OF SIDEWALK EASEMENT

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

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

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

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

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

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

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

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

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

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

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

GRANTOR:

_____, a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

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

Notary Public, State of _____

My Commission Expires:
(Seal/Stamp)

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

CITY OF BOCA RATON, a Florida municipal corporation

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM

By: _____

Exhibit "A"

Legal Description of Easement Area

JOINDER, CONSENT AND SUBORDINATION

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

Signed, sealed and delivered in the presence of:

LENDER NAME

Witness Signature Date

Print Name

Witness Signature Date

Print Name

STATE OF _____
COUNTY OF _____

By: _____

Name: _____

Title: _____

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

My Commission Expires:
(Seal/Stamp)

Notary Public, State of _____

This Instrument Was Prepared By:
City Attorney's Office
City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, Florida 33432

Record and Return To:

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

(Reserved)

REVOCABLE LICENSE AGREEMENT

()

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

RECITALS

WHEREAS, the City is the owner of certain public right-of-way generally located on a portion of _____, as such area is more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Licensed Area"); and

WHEREAS, the Licensee is the owner of certain real property generally adjacent to the Right-of-Way Maintenance Area and generally located at _____, more particularly described in Exhibit "B" attached hereto and incorporated herein (the "Property"); and

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

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

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

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

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

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

8. Use of Licensed Area by the City. The City retains the right to use the Licensed Area in any manner not inconsistent with the rights herein granted to Licensee; provided, however, that the City shall not disturb the Construction Activities in any way without prior written notice the Licensee, except in the event of an emergency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this Revocable License Agreement has been executed by the Licensee and the

City on the day and year written above.

LICENSEE:

_____, a Florida limited liability
company

By: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

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

My Commission Expires:
(Seal/Stamp)

Notary Public, State of _____

CITY OF BOCA RATON, a Florida municipal corporation

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM

By: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

Notary Public, State of Florida

My Commission Expires:

(Seal/Stamp)

Exhibit "A"

Legal Description of Licensed Area

Exhibit "B"

Legal Description of the Property

Exhibit "C"

Improvements

JOINDER, CONSENT AND SUBORDINATION

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

Signed, sealed and delivered in the presence of:

LENDER NAME

Witness Signature Date

Print Name

Witness Signature Date

Print Name

STATE OF _____

COUNTY OF _____

By: _____

Name: _____

Title: _____

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

My Commission Expires:
(Seal/Stamp)

Notary Public, State of _____

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
201 West Palmetto Park Road
Boca Raton, Florida 33432

DECLARATION OF UNITY OF TITLE

THIS DECLARATION OF UNITY OF TITLE ("Declaration") is made and entered into as of this ____ day of ____, 20__, by ____, a ____, whose mailing address is ____, and/or its successors and/or assigns ("Declarant").

RECITALS:

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

NOW, THEREFORE, Declarant does hereby make the following declaration of conditions, limitations, and restrictions on said lands, hereinafter to be known and referred to as a "Declaration of Unity of Title," as to the following particulars:

1. The Property, and any portion thereof, shall be unified under one title as an indivisible, interrelated, unified zoning/building site, with unified zoning obligations, and shall henceforth be considered as one plot or parcel of land. No portion of the Property shall be held, transferred, sold, conveyed or occupied except in its entirety as one plot or parcel of land as set forth in this Declaration.
2. 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.
3. This Declaration may not be released or amended without the prior written consent of the City Manager.
4. Declarant represents and warrants to the City that it is the owner of all legal and beneficial interests in the Property (or that all legal and beneficial owners have joined in this Declaration), and that Declarant has the authority to execute and record this Declaration.
5. The use of the term "Declarant" throughout this Declaration, whether or not followed with the phrase "successor and assigns," shall mean the Declarant and its successors and assigns in interest or title.

6. Declarant represents and warrants that the Property is not currently subject to any ground lease or trust, or if so subject, 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), ground lessee(s) or trustee(s), as applicable, 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 _____.

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

WITNESSES:

Signature of Witness

Printed Name: _____

Signature of Witness

Printed Name: _____

DECLARANT:

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

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

My Commission Expires:
(Seal/Stamp)

My Commission Expires:

Notary Public State of _____

Print Name: _____

Commission No.: _____

Commission Expires: _____

EXHIBIT A

(Property)

JOINDER, CONSENT AND SUBORDINATION

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

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

By: _____

Name: _____

Its: _____

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

My Commission Expires:
(Seal/Stamp)

My Commission Expires:

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

PREPARED BY AND RETURN TO:

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, 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:

a. **Solid Waste Collection:**

- i. The Applicant shall contract with a private solid waste collection and disposal service as franchised by the City in accordance with the provisions of Section 14-22, Code of Ordinances, to provide solid waste pick-up services for all uses on the Property.
 - ii. The City will not be responsible for pickup of solid waste generated by any use on the Property.
 - iii. The solid waste service will be contracted by the Applicant, and the costs of the solid waste service, including any solid waste service and all franchise and applicable solid waste disposal fees, shall be the sole responsibility of the Applicant, its successors and assigns, without recourse to the City.
 - iv. The Applicant may change the solid waste service with which the Applicant contracts at any time without the written consent of the City, provided that any and all solid waste services with which the Applicant contracts are franchised by the City and provides a written acknowledgement that there will not be any recourse to the City.
- b. Applicant shall provide all current and subsequent employment applications of the Property, a disclosure that said Project provides meaningful incentives that include a 100% transit pass subsidy for Tri-Rail and Palm Tran and a 25% for Brightline for the employees that are to be provided on the last Friday of every month.
- c. Applicant shall provide all current and subsequent lessees of the Property, a disclosure in all lease agreements that said Project provides zero (0) parking spaces on the Property;
- d. **Downtown Special Assessment Program Disclosure:** All purchase or lease agreements of the Property, in whole or in part, shall include a disclosure placing the purchasing or leasing party on notice that this Property is included within the City of Boca Raton Downtown Special Assessment Program;
- e. **Noise Disclosure:** All purchase or lease agreements shall disclose the Property is located within a mixed-use urban setting and will be subject to daytime and nighttime noise

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

Sign: _____

Printed Name: _____

Printed Name: _____

Address: _____

Signature of Witness

Printed Name: _____

Address: _____

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 Delaware limited liability company, 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



JMD ENGINEERING, INC.

**101-105 E. PALMETTO
OFFICE EQUIVALENCY ANALYSIS
June 12, 2026**

Ordinance 4035 defines the authorized development intensities and equivalency factors for uses within the DRI. The Boca Raton Community Redevelopment Agency (CRA) maintains a summary of all of the vested, built and proposed development intensities within each subarea of the DRI, and the entitlements are maintained by tracking "Office Equivalencies" (OEs) within each subarea. This site is located within Subarea B of the Boca Raton Downtown DRI.

The proposed redevelopment will replace the current site development. Therefore, an evaluation was conducted to determine the net difference in OEs resulting from the proposed redevelopment of the site. The City of Boca Raton provided a determination on July 1, 2024, that there are 8,235 square feet of retail high on-site. Following is a summary of the determination of the existing OE credits:

Retail High; 8,235 SF (equal to 24,509 SF OEs)

Ordinance 4035 includes Equivalency Factors for use in converting OEs from one use type to another. For office use, the Equivalency Factor is 1.0 per 1,000 SF and 336 square feet of retail high per 1,000 square feet of office. The proposed development includes 5,680 square feet of retail high and 2,555 square feet of office. Based upon the Office Equivalency Factors in Ordinance 4035, this equates to an OE requirement of 19,460 square feet.

As noted, the parcel included in this redevelopment currently contains uses on site. Thus, 5,049 OEs will be returned to the inventory of OEs within Subarea B upon demolition of those buildings. Table 1 provides a calculation of the total OEs that will be required for the proposed development of the site after accounting for the credit for existing uses.

101 E PALMETTO PROPOSED DEVELOPMENT PROGRAM			
Land Use	Intensity	Equivalency Factor	Office Equivalent
TOTAL OE PROPOSED			
Retail High	5,680 SF	0.336	16,905
Office	2,555 SF	1	2,555
	TOTAL		19,460
EXISTING SITE			
Retail High	8,235 SF	0.336	24,509
EXCESS TO GO BACK INTO SUBAREA B			5,049
TOTAL OE PROPOSED			19,460
TOTAL OE EXISTING SITE			24,509
TOTAL ADDITIONAL OE REQUIRED			-5,049



Conclusion

The Office Equivalency Analysis shows the proposed project will meet the requirements of the City of Boca Raton conversion and would return OEs to Subarea B upon approval of the project. As such, there will not be any adverse impacts on the surrounding transportation network.

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
Number 40568
Certificate of Authorization
Number CA00009514

Digitally signed
by JOHN M
DONALDSON
Date:
2026.06.04
'10:23:38 -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.



CITY OF Boca Raton

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

June 30, 2025

TO: Jacob German
Planner II

FROM: Quan Yuan, PE, AICP, PTOE
Transportation Planning Engineer

RE: **101 East Palmetto**
PZCRP-2024-00007 (CRP-24-02)

This petition is an Individual Development Approval (IDA) request to convert an existing building from office and retail uses into residential, restaurant, and retail uses at 101 East Palmetto Park Road in the Subarea B of the Boca Raton Downtown Development of Regional Impact (DDRI). The 0.236-acre parcel is generally located in the northeast quadrant of East Palmetto Park Road and NE 1st Avenue. Currently the 2-story building includes 5,680 SF of general retail and 2,555 SF of office. The proposed conversion will include 4 apartment units on the second level, 3,136 SF of general retail space, and 2,544 SF of restaurant on the ground level. Without changes to the main building structure, the existing site does not have adequate vehicular use area to provide onsite parking space or a standard vehicular driveway. To address the parking needs, the applicant is coordinating with the Development Services Department to develop an alternative parking arrangement plan. If the petition is approved, Travel Demand Management (TDM) conditions are recommended by the Traffic Division to mitigate the parking deficiency and minimize the vehicle travel dependence.

The project traffic consultant, JMD Engineering, Inc., estimated the development's trip generation in a traffic study, dated May 29, 2025, as provided below:

Trip Generation 101 East Palmetto				
Development	Trip Generation (Trips)			
	Intensity	Daily	AM Peak Hour	PM Peak Hour
Existing Development				
Office	2,555 SF	147	9	19
General Retail	5,680 SF			
Proposed Development				
Apartment	4 Units	246	19	23
High Turnover Restaurant	2,544 SF			
General Retail	3,136 SF			
Net New Trips		99	10	4

The proposed development is expected to generate an additional 99 daily trips, 10 AM and 4 PM peak hour trips. The project site is within the Boca Raton Downtown Development of Regional Impact (DDRI); therefore, a TPS letter from Palm Beach County Traffic Division is not required.

While traffic concurrency is vested in the Boca Raton DDRI, sufficient development rights must be available in the project subarea. An office equivalency Analysis prepared by the project traffic consultant, JMD Engineering, Inc., dated December 10, 2024, indicates the proposed conversion will reduce 5,937 SF of Office Equivalence (OE) intensity in accordance with the development records maintained by the Downtown Manager's Office. Therefore, the Traffic Division has no objection to the OE conversion request.

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

1. Prior to the issuance of a main use Building Permit, the Applicant shall:
 - a. 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 governmental agencies.
 - b. Provide a letter of credit or cash bond, in the forms accepted to the City Attorney, in an amount equal to 110% for the cost of construction of:
 - i. All activity in the public right-of-way; and
 - ii. All on-site improvements to be dedicated to the City and/or for public use.
 - c. Remit payment of all applicable impact fees pursuant to the Palm Beach County Unified Land Development Code, Article 13: "Impact Fee" Ordinance.
 - d. File a Transportation Demand Management (TDM) Plan acceptable to the City. In addition, an annual report shall be provided to the City each year on January 15th, describing in detail the TDM program implemented for the development. The TDM plan development and implementation process shall include the following:
 - i. Designate an entity to oversee and coordinate the TDM Plan. This entity, which is the liaison between the project and the City, shall monitor all TDM program activities for the site. The Applicant, through the declaration for the Association or property owner, shall assign the property management the responsibility for the implementation, operation, coordination, and management of the TDM Plan;
 - ii. Ensure the availability of meaningful incentives, including 50% transit pass subsidy for Tri-Rail and Palm Tran, and 25% transit pass subsidy for Brightline, to the onsite employees and residents; and
 - iii. Provide language in the leases that would inform and encourage employees and residents to participate in the TDM program.
 - e. Voluntarily proffer to the City an annual contribution of \$3,149 to be applied towards the City's Downtown transit programs. The amount shall be paid the first year prior to the issuance of any building permit, and as an annual payment thereafter, payable no later than January 15th of each subsequent year.
2. Prior to the issuance of a Certificate of Completion or its functional equivalent, the Applicant shall implement and fully comply with the TDM requirements in Conditions 1.d and 1.e.

cc: Zachary Bihr, P.E., Director of Public Works and Engineering Department
Naresh Machavarapu, PE, RSP-2I, City Traffic Engineer
Brandon Schaad, AICP, LEED AP, Director of Development Services Department
Q:\TRAFFIC\TRANSPORTATION PLANNING\Land Development\Engineering Memo\Engineering Memo 101E Palmetto Pk Rd.docx



JMD ENGINEERING, INC.

Revised June 4, 2026
Revised April 25, 2025
October 29, 2024

Naresh Machavarapu, P.E
Boca Raton City Traffic Engineer
2500 NW 1st Avenue
Building A, 3rd Floor
Boca Raton, Florida 33431

Re: 101 E. Palmetto Park Road
IDA Site-Specific Traffic Statement

JMD Engineering, Inc. has completed an IDA site-specific traffic study for the redevelopment of 101 E. Palmetto Park Road in Boca Raton, Florida. The existing site consists of 2,555 square feet of office and 5,680 of retail. The proposed site plan will consist of 2,555 square feet of office, 3,136 square feet of retailaurant and 2,544 square feet of restaurant. The site location is shown in Figure 1. The Parcel Control Numbers (PCN) for the site is 06-43-47-20-28-000-0371. An OE conversion analysis for the use change will be submitted under separate cover.

Traffic Generation and Distribution

The trip generation potential of the site was determined using rates and equations approved by Palm Beach County and found in the Institute of Transportation Engineers' *Trip Generation*, 11th Edition. The trip generation potential of the proposed site was compared to the existing trip generation potential to determine the difference in trips.

As shown in Table 1, the proposed project will generate 135 more daily driveway trips, 18 more AM driveway trips, and 7 more PM driveway trips. For net impacts on the adjacent roadway network, the project will generate 105 more net new daily trips, 12 more AM trips, and 7 more PM trips. The site will not be accessed by vehicles and no parking will be provided on site. . As the property is located within the boundaries of the Downtown DRI, traffic concurrency was not analyzed on a parcel-specific basis and no TPS approval letter is required.



TABLE 1 101-105 E PALMETTO TRIP GENERATION COMPARISON								
Land Use	Intensity	Daily	AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out	
Approved IDA (Phase I)								
Office	2,555 s.f	37	4	3	1	6	2	4
General Commercial	5,680 s.f.	309	13	8	5	37	19	18
APPROVED DRIVEWAY TRIPS		346	17	11	6	43	21	22
Pass-By								
Office	10.00%	4	0	0	0	1	0	1
General Commercial	63.00%	195	8	5	3	23	12	11
<i>Subtotal</i>		199	8	5	3	24	12	12
TOTAL NET APPROVED TRIPS		147	9	6	3	19	9	10
Proposed IDA (Phase II)								
Office	2,555 s.f	37	4	3	1	6	2	4
General Commercial	3,136 s.f.	171	7	4	3	21	11	10
High Turnover Restaurant	2,544 s.f.	273	24	13	11	23	14	9
		481	35	20	15	50	27	23
Pass-By								
Office	10.00%	4	0	0	0	1	0	1
General Commercial	63.00%	108	4	3	2	13	7	6
High Turnover Restaurant	43.00%	117	10	6	5	10	6	4
<i>Subtotal</i>		229	14	9	7	24	13	11
TOTAL NET PROPOSED TRIPS		252	21	11	8	26	14	12
PROPOSED LESS APPROVED NET TRIPS		105	12	5	5	7	5	2
PROPOSED LESS APPROVED DRIVEWAY TRIPS		135	18	9	9	7	6	1

Palm Beach County Trip Generation Rates								
Land Use	ITE Code	Unit	Daily Rate/Equation	Pass-By %	AM Peak Hour		PM Peak Hour	
					In/Out	Rate/Equation	In/Out	Rate/Equation
Small Office Building (<=10k SF GFA)	712	1000 S.F.	14.39	10%	82/18	1.67	34/66	2.16
Strip Retail Plaza (<40k sf)	822	1000 S.F.	54.45	63%	60/40	2.36	50/50	6.59
High Turnover Sit-Down Rest.	832	1000 S.F.	107.2	43%	55/45	6.57	61/39	9.05

Site Access

As noted above, there are no driveways proposed to the site.

Required Off-Street Parking

The applicant is proposing to change the uses at 101-105 E. Palmetto Park Road utilizing the current structures and without an increase in building square footage. The proposed change and code required parking are shown below:



EXISTING

USE	INTENSITY	RATE	PARKING
RETAIL	5,680	4/1000	23
OFFICE	2,555	3/1000	8
TOTAL			31

PROPOSED

USE	INTENSITY	RATE	PARKING
RETAIL	3,136	4/1000	13
*RESTAURANT	2,544	1/38.9	39
OFFICE	2555	3/100	8
TOTAL			60

***INCLUDES 230 SF OF OUTDOOR SEATING IN EXCESS OF 25%**

For the existing site, there are 2 parking spaces provided on site that do not meet City of Boca Raton standards for size, location, or maneuverability and therefore the site has 0 legal parking spaces provided for the current 31 spaces required and 25 with shared parking. There are 0 spaces on the proposed site plan and the total required parking for the proposed project is 60 spaces and 52 spaces with shared parking, which is 27 more than the current uses require.

A Technical Deviation for 27 spaces is requested.



**TABLE 2
EXISTING SITE SHARED PARKING CALCULATIONS**

		WEEKDAY NIGHT		WEEKDAY DAY			
		12 AM - 6 AM		9 AM - 4PM			
<u>AMOUNT</u>	<u>USE</u>	<u>%</u>	<u>SPACES</u>	<u>%</u>	<u>SPACES</u>		
23	RETAIL	5%	2	70%	17		
8	OFFICE	5%	1	100%	8		
31			3		25		
		WEEKDAY EVENING		WEEKEND DAY		WEEKEND NIGHT	
		6 PM - 12 AM		9 AM - 4 PM		6 PM - 12 AM	
<u>AMOUNT</u>	<u>USE</u>	<u>%</u>	<u>SPACES</u>	<u>%</u>	<u>SPACES</u>	<u>%</u>	<u>SPACES</u>
23	RETAIL	90%	21	100%	23	70%	17
8	OFFICE	10%	1	10%	1	5%	1
31			22		24		18

**TABLE 3
PROPOSED PROJECT SHARED PARKING CALCULATIONS**

		WEEKDAY NIGHT		WEEKDAY DAY	
		12 AM - 6 AM		9 AM - 4PM	
<u>AMOUNT</u>	<u>USE</u>	<u>%</u>	<u>SPACES</u>	<u>%</u>	<u>SPACES</u>
13	RETAIL	5%	1	70%	10
8	OFFICE	5%	1	100%	8
<u>39</u>	RESTAURANT	5%	<u>2</u>	50%	<u>20</u>
60			4		38

		WEEKDAY EVENING		WEEKEND DAY		WEEKEND NIGHT	
		6 PM - 12 AM		9 AM - 4 PM		6 PM - 12 AM	
<u>AMOUNT</u>	<u>USE</u>	<u>%</u>	<u>SPACES</u>	<u>%</u>	<u>SPACES</u>	<u>%</u>	<u>SPACES</u>
13	RETAIL	90%	12	100%	13	70%	10
8	OFFICE	10%	1	10%	1	5%	1
<u>39</u>	RESTAURANT	100%	<u>39</u>	50%	<u>20</u>	100%	<u>39</u>
60			52		34		50

Technical Deviation – Reduction In Required Parking

The Applicant proposes a technical deviation reducing the number of required off-street parking of 27 spaces (from 25 spaces to 52 spaces). The technical deviation from the required parking is relative to each of the five standards stipulated in Sec. 28-1659(2) (a) 1-5 of the City Code for parking technical deviations.

1. The technical deviation will provide adequate parking for the development and any reasonably foreseeable future user(s) of the development. In determining the adequacy of the parking, any potential short-term or long-term changes of uses or conditions, which may affect the adequacy of the parking, shall be considered.

The current site has a parking demand of 25 spaces with sharred parking. The proposed use increases the non-residential parking required from 25 to 52 space. As there is no code-compliant parking provided on site today, the proposed 0 parking spaces on the site plan provide effectively the same parking as current



conditions and therefore the 0 parking spaces provided on site are adequate for the proposed redevelopment.

2. The technical deviation results in preferable environmental impacts or parking design.

The development is located on a constrained site due to its location downtown. The technical deviation allows for reduced parking on this site, especially when office use has been eliminated and residential parking will be provided off-site. The proposed site plan eliminates two non-code-compliant parking spaces and replaces them with a 2,154 square-foot courtyard which provides 2,154 square feet of green area that did not previously exist (21% of the site).

As it is impossible to provide any code-compliant parking on the site utilizing the current building configuration and the non-residential parking required is effectively the same as the current uses, the elimination of the non-conforming parking area and replacement with a green area that is 21% of the lot coverage (and did not exist before) is preferable for the downtown area.

3. The technical deviation is the minimum deviation necessary for the petitioner to make reasonable use of the property.

The proposed site plan maximizes the available space on the site that can be used for parking, which in this instance is none. Due to the nature of the site, providing surface parking is not physically feasible, and even with demolishing the entire site it would be impossible to put back the same size building and parking that meets the code.

In addition, providing parking spaces reduces the available landscaping and quality of the environment on the site. The 0 parking spaces proposed for the site is the minimum deviation necessary to make reasonable use of the property.

4. The technical deviation is not detrimental to the public welfare, or injurious to property or improvements in the surrounding area or neighborhood.

This technical deviation is not expected to impact the public welfare or the surrounding area because the effective parking demand is anticipated to be only 27 additional spaces during the peak time (only 13 more during weekday daytime hours). There are a significant number of metered parking spaces available for the uses.

5. Special and unique conditions exist, which are not directly attributable to the actions of the applicant.

The location, physical boundaries, and size of the site create unique design and circulation constraints. It is not feasible to meet the parking requirement of 52 spaces just as it not possible to meet the current parking requirement of 25 parking spaces. Furthermore, with the same amount of parking provided, a substantial green area has been provided on the site replacing two no-code-



compliant parking spaces. This technical deviation is therefore consistent with the standards stipulated in the Boca Raton City Code.

Conclusion

The site-specific traffic statement shows the proposed project produces an insignificant (less than 1%) increase in traffic on the adjacent roadway network when compared to the current uses. A Technical Deviations for reduced parking is requested and a justification has been provided.

If there are any questions regarding this analysis, please do not hesitate to call me at 561-379-5178.

Sincerely,

JMD ENGINEERING, INC.

John M. Donaldson, P.E., PTOE
Transportation Engineer

Florida Registration
Number 40568
Engineering Business
Number CA00009514

Digitally
signed by
JOHN M
DONALDSON

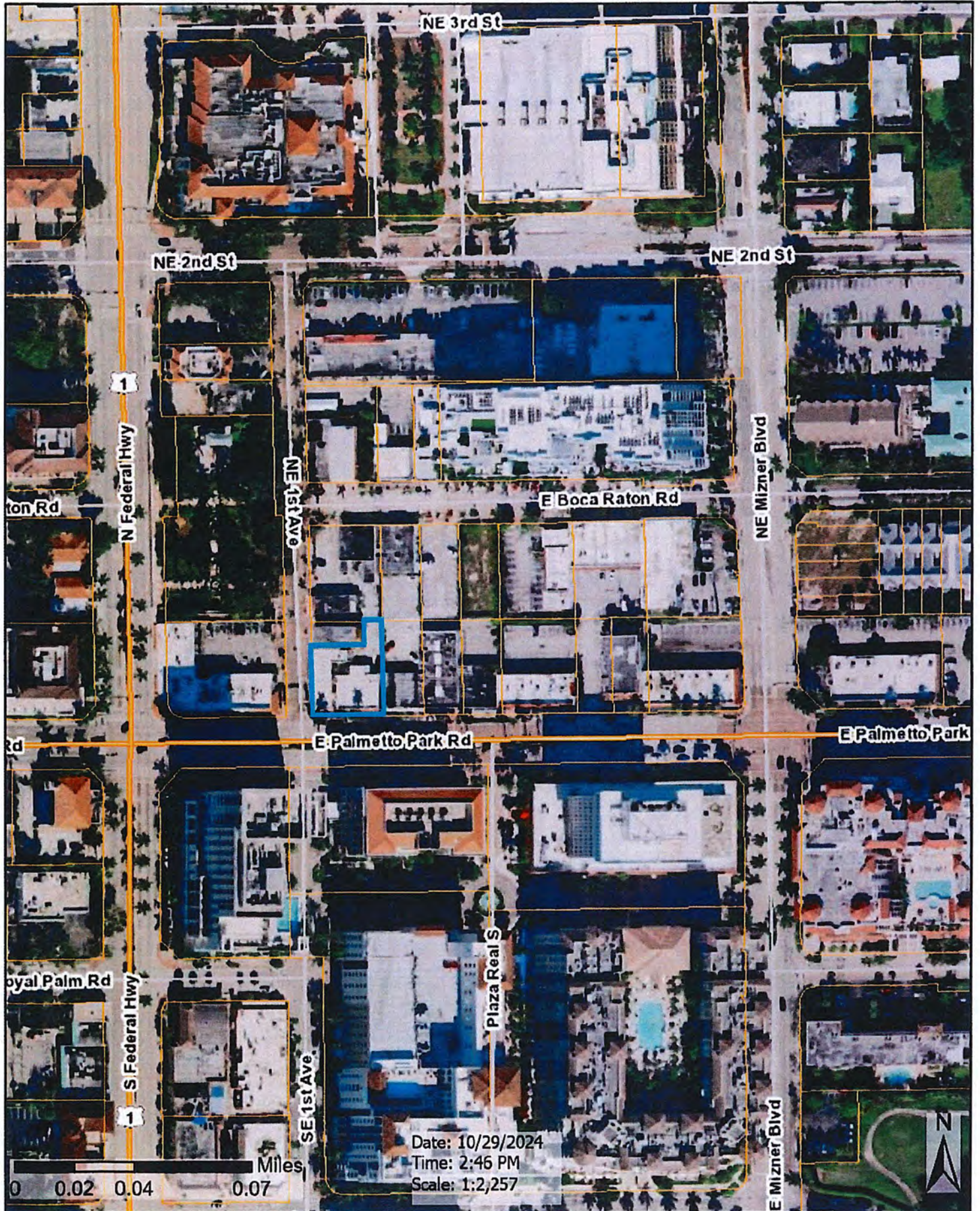
Date:
2026.06.04
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This item has been
Electronically signed &
Sealed by John M.
Donaldson, P.E., on the time
and date stamp shown using
the digital signature. Printed
copies of this document are not
considered signed and sealed and
the signature must be verified on
any electronic copies.



FIGURE 1 - SITE LOCATION





SITE DATA



DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser



Property Detail

Location Address : 101 E PALMETTO PARK RD
Municipality : BOCA RATON
Parcel Control Number : 06-43-47-20-28-000-0371
Subdivision : J R CAMPBELLS SUB
Official Records Book/Page : 33636 / 1436
Sale Date : MAY-2022
Legal Description : J R CAMPBELLS SUB LT 37 (LESS N 35 FT) & LT 38 (LESS N 35 FT OF W 25 FT & S 10 FT PALMETTO PARK RD R/W)

Owner Information**Owner(s)**

EAST OCEAN AVENUE LLC &
 DALMEIDA ARTHUR B
 DALMEIDA FRANCES M &

Mailing Address

105 E PALMETTO PARK RD
 BOCA RATON FL 33432 4801

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
MAY-2022	\$2,500,000	33636 / 01436	WARRANTY DEED	EAST OCEAN AVENUE LLC &
MAR-1994	\$100	08172 / 00340	QUIT CLAIM	AL PETRUZZELLI TRUST
JAN-1989	\$250,000	05946 / 01349	WARRANTY DEED	DALMEIDA ARTHUR B &
NOV-1972	\$100	2089 / 00310	WARRANTY DEED	MARINAS INC
JAN-1972	\$100,000	01972 / 00756	WARRANTY DEED	CARUSILLO LOUIS J &

Exemption Information

No Exemption Information Available.

Property Information

Number of Units : 0
***Total Square Feet :** 8190
Acres : .24
Property Use Code : 1200—STORE/OFFICE/RESIDENTIAL
Zoning : DDRI—DOWNTOWN DDRI (06-BOCA RATON)

Appraisals

Tax Year	2024	2023	2022	2021	2020
Improvement Value	\$737,860	\$740,020	\$707,590	\$478,530	\$485,180
Land Value	\$1,690,880	\$1,276,086	\$1,215,320	\$1,028,055	\$1,028,055
Total Market Value	\$2,428,740	\$2,016,106	\$1,922,910	\$1,506,585	\$1,513,235

Assessed and Taxable Values

Tax Year	2024	2023	2022	2021	2020
Assessed Value	\$2,005,265	\$1,822,968	\$1,657,244	\$1,506,585	\$1,513,235
Exemption Amount	\$0	\$0	\$0	\$0	\$0
Taxable Value	\$2,005,265	\$1,822,968	\$1,657,244	\$1,506,585	\$1,513,235

Taxes

Tax Year	2024	2023	2022	2021	2020
AD VALOREM	\$36,799	\$32,529	\$30,834	\$27,204	\$27,326
NON AD VALOREM	\$3,932	\$3,867	\$3,785	\$3,502	\$3,461
TOTAL TAX	\$40,731	\$36,396	\$34,619	\$30,706	\$30,787

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcparc.gov



JMD ENGINEERING, INC.

June 4, 2026

City of Boca Raton TDM Administrator
201 W. Palmetto Park Road
Boca Raton, FL 33432

**101 E. Palmetto Park Road
TDM PLAN**

Property Description:

The site is to be converted from 2,555 SF of Office and 5,680 SF of Retail to 2,555 SF of Office, 3,136 SF of Retail and 2,544 SF of Restaurant. The parking requirement for the site is 52 spaces (net difference of 27 spaces) compared to existing, and none are provided on site.

TDM Plan:

The owner will designate a Program Coordinator before a certificate of occupancy is issued. While no transportation kiosk will be provided on site, the applicant/tenant will inform the site employees and customers of TDM information such as Palm Tran, Tri-Rail and Brightline fare rates and schedules and a variety of other various transportation opportunities which will be available to them. This will be provided via means such as newsletters, emails, etc. 101 E. Palmetto Park Road will promote ride sharing and participate in regional campaigns to promote multi-modal transportation options and will provide transportation literature.

A bicycle rack is provided on site for 4 bicycles. In addition, 2 long-term bicycle storage units will be provided on site for tenants/employees.

An annual contribution to the Boca Raton Downtown Circulator program of \$10258.92.

In addition, as an incentive, the applicant will be providing monthly transit passes discounted by 100% for Palm Tran and Tri-Rail rider, i.e. no cost to the end user. In addition, Brightline will be subsidized at 25%. Employees will request the passes and the Program Coordinator will process the request. Once the pass has been obtained, the passes will then be distributed at no cost to the end user. The language below is to be included in the leases to encourage the residents to participate in the project's TDM program:



TDM Program. Tenant understands and has been informed about the Owner's Transportation Demand Management ("TDM") program. The TDM program includes a number of elements that are intended to provide our residents with transportation options and encourage means of transportation other than the single occupant vehicle. The Owner encourages all tenants to participate in the Owner's TDM program. More detailed information related to local and regional transportation services providers, including Palm Tran, Tri-Rail, and South Florida Commuter Services can be provided upon request.

Sincerely,

JMD ENGINEERING, INC.

John M. Donaldson, P.E.
Transportation Engineer

**CITY OF BOCA RATON COMMUNITY APPEARANCE BOARD
FORMAL RECOMMENDATION**

Application No.: PZCRP-2024-00007 **Agenda Date:** August 19, 2025

MOTION: ☐ Approved With Conditions ☐ Postponed
 ☒ Approved As Submitted ☐ Denied

	Y	N	Abstain	Absent
Jose Jaramillo	☒			
Alan West	☒			
Paola Morales				☒
Joe Peterson	☒			
Veronica Margolina	☒			
Erez Bar-Nur	☒			
Victor Rodriguez				☒



ITEM # 1

DESCRIPTION

Project Name: 101 E Palmetto – Formal Recommendation to the Planning & Zoning Board

Property Address: 101 East Palmetto Park Road

Applicant: East Ocean Avenue, LLC, and Arthur B. & Frances M. D’Almeida

Representative: Miskel Backman LLP

CONDITION OF APPROVAL (IF ANY):

Done and ordered at Boca Raton, Palm Beach County, Florida on: [August 19, 2025]



Jose Jaramillo, Chairman
Alan West, Vice Chair
Community Appearance Board

FINAL MEMORANDUM

Complete Cities Planning Group
200 S. Andrews Ave. Ste 504
Fort Lauderdale, FL 33301

Date	July 14, 2025
To	Jacob German, Planner II, City of Boca Raton
From	Kaitlyn Forbes, AICP, CNU-A, Urban Designer
Subject	101. E Palmetto Park Road
Project	PZCRP-2024-00007 / CRP-24-02
CC	Ruby Riley, AICP, Downtown Manager

Complete Cities Planning Group reviewed the submitted IDA application for the project referred to as 101 E. Palmetto Park Road, generally located north of E. Palmetto Park Road and east of NE 1st Avenue.

The subject site is currently developed with a two-story building and includes retail and office uses. The applicant requests to convert the first-floor use to a restaurant with an outdoor dining component and to renovate the second floor for residential purposes to include four units. There are no structural changes to the principal building. The rear of the building would modify an existing impervious area to incorporate the new courtyard. A dumpster enclosure is to be located along the northern alley. Of note, the applicant proposes no on-site parking to serve the restaurant or residential uses.

In summary, with the exception for the request for reduced parking, Complete Cities finds the application meets Ord. 4035, as amended, inclusive of its appendices.



PROJECT NAME: 101-105 Palmetto

ORDINANCE NO. 4035 DEVELOPMENT STANDARDS: CHECKLIST OF ATTRIBUTES

A. BULK REGULATIONS

- ☒ 1. Height: No portion of any building or structure shall exceed nine (9) stories or one hundred (100) feet in height.
- ☒ 2. Setback: Buildings shall be setback from rights-of-way of any contiguous public road, as demonstrated on Exhibit D.
 - ☒ a. No part of any building is located in a required easement.
 - ☒ b. No part of any building is located within six (6) feet of the outside edge of the right-of-way indicated in the right-of-way plan referenced in paragraph 3(25) of this Amended Development Order.
 - ☒ c. That part of the building which has a height of greater than thirty (30) feet must be located at least twenty (20) feet from the outside edge of any right-of-way indicated in the right-of-way plan referenced in paragraph 3(25) of this Amended Development Order.
 - ☒ d. That part of the building which has a height of greater than fifty (50) feet must be located at least thirty (30) feet from the outside edge of any right-of-way indicated in the right-of-way plan referenced in paragraph 3(25) of this Amended Development Order.
 - ☒ e. Each and every portion of the building is set back from the centerline of all public rights-of-way by a distance that is at least equal to or greater than one half of the height of such portion of the building.

B. OFF-STREET PARKING

1. Specified and Non Specified Uses

- ☐ Business Office Use: Shall be provided in the amount of 3 spaces per 1,000 square feet
- ☐ Retail Use: Shall be provided in the amount of 4 spaces per 1,000 square feet
- ☐ Restaurant Use: Shall be provided in the amount of 1 space per 38.9 feet of gross floor area excluding food preparation area, drink preparation areas, storage areas, and other areas not directly utilized by the public, plus 1 space for each 2.2 linear feet of bar.
- ☐ No additional parking shall be required for outdoor seating provided that the outdoor seating does not exceed 25% of the indoor seating.
- ☐ Hotel Use: Shall be provided in the amount of 1 space per 1,000 square feet
- ☐ Residential Use: Shall be provided in the amount of 1.75 spaces per dwelling unit
- ☐ Institutional Use: Shall be provided in the amount of 1 space for every 4 theater seats; 1 space for each 1,000 square feet of museum

- ☐ Other Institutional Uses: Shall be provided in the amount of 3 spaces for every 1,000 square feet
- ☐ Non Specified Uses: Shall be provided in the amount of 90% of the off-street parking requirements for such uses provided in the City Code of Ordinances.

Existing buildings that are nonconforming under the provisions of this Amended Development Order in regard to off-street parking shall not be required to become conforming in regard to off-street parking, even if the building has been vacant for more than six months

☐ Nonconforming building.

☒ N/A.

2. Technical Deviation

- ☒ a. In the case of special parking problems or needs;
- ☐ b. Or N/A.

3. Shared Parking Requirements

- ☐ The intent of these shared parking requirements is to permit a reduction in the total number of required parking spaces when a parcel is occupied by two or more uses which typically do not experience peak parking demands at the same time.

The maximum reduction under this provision shall be twenty five percent (25%) of the shared parking requirement, unless a greater reduction is approved as a technical deviation under Paragraph 2(4) (b) 2.

4. Compact Parking

- ☐ 0 Percentage of compact car spaces provided.

5. Handicapped Parking Requirements

- ☒ Shall have access to a curb-ramp or curb-cut when necessary to allow access to the building served.

- ☐ 0 Number of handicap parking spaces provided

6. Required Off-Street Parking

- ☒ Shall be located on the same parcel or no more than 600 feet from the use they are intended to serve.

7. Parking structures and surface parking lots

- ☒ Shall be landscaped in accordance with the provisions of Paragraph 2(4) (c) of the amended Development Order.

8. Bicycle Parking

- ☒ Non-residential off-street parking facilities shall provide a bicycle parking area in a reasonably secure and convenient location to encourage the use of bicycles.

9. Off-street parking facilities

- ☒ Shall be designed and constructed in accordance with the City's Engineering Standards, which are not included in the amended Development Order.

10. Non-residential off-street parking facilities

- ☒ Marked crosswalks from required sidewalks to building entrances shall be provided and shall be designed with common access from abutting properties wherever feasible to limit curb cuts on roadways.

11. Use of Parking Agreements

- ☒ For the collective provision, joint or shared use of parking facilities.

12. Parking Plan

- ☒ Clearly and accurately designate the required parking spaces, landscaped areas, planter islands, access aisles, driveways and the relationship of the parking to the uses or structures the spaces are intended to serve.

C. LANDSCAPING

1. General

- ☒ Provide specifications for the measurement, quality and the installation of landscaping.

2. Required Landscaping

- ☒ a. All off-street surface parking areas and other vehicular use areas shall be landscaped in accordance with the provisions set forth in the Development Order.

- ☐ b. At least fifteen percent (15%) of the gross parking/vehicular use area shall be devoted to living landscaping.

- ☐ _____ Percentage provided.

- ☒ c. Landscaping along public rights of way
Consistent with the Streetscape Plan.

- ☒ d. Dumpsters
Screened from view.

- ☒ e. Parking lots and vehicular use areas
Screened from view.

- ☒ Living barriers
Minimum four (4) foot wide planting strip.

- ☒ Non-living barriers
Minimum three (3) feet above finished grade of the adjacent parking or vehicular use area one year after planting.

Shall be a minimum of three (3) feet high above finished grade of adjacent parking or vehicular use area at time of installation.

- ☒ Living barriers
Shall also provide one (1) tree in each thirty five (35) lineal feet or fraction thereof in the perimeter landscape area.

- ☒ Non-living barriers
Shall have a hedge on one or both sides of the barrier.

- ☒ g. Remainder of required landscaping on the perimeter of the site

All other Property, excluding proposed parking or other vehicular use area that abuts an existing hedge, wall or other durable landscape barrier requirement in the required four (4) foot planting strip may be reduced or omitted, provided the existing barrier meets all applicable standards of this amended Development Order and protection against vehicular encroachment is provided and landscaped with grass ground cover or other.

h. Interior landscaping of parking areas

- ☒ Planter islands must be located in no event farther apart than every ten (10) parking spaces and at a terminus of all rows of parking.
- ☒ Minimum size of a planter island must be five (5) feet wide by $\frac{3}{4}$ the length of the parking space.
- ☒ Planter islands must be curbed in accordance with the provisions of Paragraph 2(4) (c)
1.f
- ☒ In addition to the trees required for the perimeter of the parking area, planter islands must contain a minimum of one (1) tree for every one hundred (100) and twenty five (125) square feet or less of area.
- ☒ The remainder of the planter island shall be landscaped with shrubs, lawn ground cover or other approved material not to exceed three (3) feet in height.

i. Provide a buffer between residentially zoned parcels used for the residential purposes and non-residential uses as follows:

- ☐ A six (6) foot masonry wall finished on both sides with stucco, tile or keystone or a combination of such finishes and a hedge of at least four (4) feet in height adjacent to the wall; or
- ☒ A landscaped buffer in accordance with one of the alternatives depicted on Exhibit F.
- ☐ Parking structures shall utilize exterior planter boxes at intermediate floors and provide dense landscaping at the base of the structure.
- ☒ Credit toward requiring landscaping may be given for existing plant material provided that such material complies with the standards of this amended Development Order.

3. Landscaping Plan Requirements

A landscaping plan shall be submitted in conjunction with an application for an Individual Development Approval (IDA) and shall contain at least the following:

- ☒ a. A description of the type, quality and location of existing vegetation;
- ☒ b. The location of proposed landscaping, overhead and underground utilities, easements, and other improvements;
- ☒ c. The species and potentially alternative species along with each species drought tolerance rating;
- ☒ d. The height, spread, spacing and quality of landscaping;
- ☒ e. A description of the proposed installation of the landscaping;

- ☒ f. Mulching, fertilizing and plant preparation;
- ☒ g. Irrigation systems design and specifications.

4. Maintenance

- ☒ a. The Owner, occupant, tenant and the respective agent of each, if any shall be jointly severally responsible for the maintenance of all landscaping and irrigation equipment.
- ☒ b. Landscaping shall be maintained in a good condition so as to present a healthy, neat and orderly appearance at least equal to the original installation and shall be kept free from refuse and debris.
- ☒ c. Any dead vegetation and landscaping material shall be promptly replaced with healthy living plantings.
- ☒ d. Landscaped areas shall be mulched with a minimum of three (3) inches of clean, weed free mulch.
- ☒ b. Irrigation systems shall be maintained to eliminate waste of water due to loss from damaged, missing or improperly operating sprinkler heads, valves, pipes and all other portions of the irrigation system.
- ☒ c. Tree pruning shall be accomplished in accordance with standards established in "Pruning Standards for Shade Trees".

D. UTILITY DISTRIBUTION LINES

- ☒ All electricity, telephone, CATV, and other utility distribution lines shall be installed underground to the maximum extent practicable.

E. LIGHTING

- ☒ Adequate lighting is provided on the perimeter of new development consistent with the light standard in the Beautification Plan (Exhibit H).
- ☒ Lighting provided for parking areas or other open areas on the site proposed for development shall be provided consistent with Exhibits H and I.
- ☒ In no case shall the parking lot lighting level be less than ½ foot candle maintained after burn in.

F. ARCHITECTURAL DESIGN

1. It is the intent of this amended Development Order to ensure that the development of Downtown Boca Raton is carried out in accordance with a harmonious architectural environment. In order to achieve this intent, all the development in Downtown Boca Raton shall comply with the following:
 - a. All development is encouraged to use the fundamental concepts which are found in the architecture of Addison Mizner as a principal design influence which are illustrated in Exhibit J. These concepts, illustrated in Exhibits J, K, L, M, N, O and P, include:
 - ☒ Creation of pedestrian scaled buildings through the use of building massing, varied roof scapes, ornamentation and color;

- ☒ Linkage of landscaped exterior spaces (courtyards, loggias, arcades and plazas) to buildings;
- ☒ Recognition of the South Florida climate which should influence building shape and orientation, nature of roofs and overhangs, and location and size of windows;
- ☒ Use of smooth and textured stucco, clay tile roofing, painted window frames, stucco moldings, masonry garden walls and wood trellis members (concepts are found in Mizner's Worth Avenue development in the Town of Palm Beach and in the Mediterranean style of the Boca Raton Hotel).
- ☒ b. Development designers should employ creative reinterpretations of the Mizner tradition as opposed to a literal copy of Mizner's work.
- c. All development in the Downtown Boca Raton shall contribute to the creation of a pedestrian oriented downtown by providing the following:
 - ☒ Emphasis on the buildings' street facades as major elements of the overall street-scape; and
 - ☒ Recognition of the scale and character of adjacent structures or developments, including continuation of existing façade treatment or expression lines, and the use of similar finish materials.
- 2. Each parcel proposed for development shall maintain the following percentages of the parcel as open space and no structures or buildings other than landscape features, fountains, benches, arcades and objects of art shall be located within the open space area:
 - ☒ Fifteen percent (15%), if the building is less than thirty five (35) feet;
 - ☒ For each foot of height above thirty five (35), up to seventy five (75) feet, fifteen (15) percent open space plus one percent (1%) for every 1.6 feet of height above thirty five (35) feet;
 - ☒ and forty percent (40%) if the building is greater than seventy five (75) feet.
- 3. At least sixty five percent (65%) of the required open space shall be open and uncovered from the ground to the sky. Up to thirty five percent (35%) may be arcades, colonnades, areas under exposed balconies, areas under exposed stairwells, areas under canopies and areas under pedestrian bridges.
 - ☒ 41 % of open space, open to the sky and uncovered provided.
 - ☐ 0 % of covered open space provided.
- ☒ 4. Archways similar to those examples (Exhibit P) shall be encouraged as a motif for windows and other openings.
- ☒ 5. Street level architectural treatment reminiscent of Addison Mizner, including colonnades, arcades, awnings, and other shade producing elements should be provided along all pedestrian street frontages (consistent with Exhibit O).
- ☒ 6. Pedestrian oriented frontages shall be integrated with adjacent properties which have also provided pedestrian oriented buildings (see Exhibit P).

- ☒ 7. No reflective glass shall be installed on the perimeter of a structure or building; provided that this standard should not be construed to prohibit tinted glass.
- ☒ 8. No more than 40 percent (40%) of the perimeter of a building's materials shall be composed of glass.
- ☐ _____ % of glass is provided by floor on the proposed structure(s).
- ☒ 9. All roofs on buildings shall be consistently treated with Spanish clay tile or other treatment that is reminiscent of the Addison Mizner style. Roofs shall have a minimum pitch of 4/12.
- ☒ Roof materials shall consist of metal (flat or standing seam); flat tile, barrel tile or masonry materials. This requirement shall not apply to flat roofs with a parapet wall of at least four (4) feet in height.
- ☐ 10. Mechanical equipment shall be screened with materials consistent with those used in the construction of the building. The screening material and structure shall be architecturally compatible with the building. The screening shall have a height of not less than the mechanical equipment it screens.
- ☐ 11. Light and pastel colors shall be used for external treatment of buildings.
- ☒ 12. No mansard roofs shall be installed.
- ☐ 13. Pedestrian circulation systems shall be barrier free and provide alternative ramps in addition to steps.
- ☐ 14. Where feasible, sidewalks along First Avenue, Federal Highway and Palmetto Park Road shall have an unobstructed width of at least eight (8) feet. All sidewalk paving shall be designed and composed of materials consistent with the sidewalk design standards in the Beautification Planning and Zoning Board adopted by the CRA Board of Commissioners.
- ☐ Sidewalk width is ^{existing} _____ feet.

G. SIGNS

- 1. Signs permitted in the Downtown based on the commercial sections of Boca Raton's Sign Code.

In addition to signage provided under Boca Raton's Sign Code temporary or permanent banners and pedestrian signage may be permitted in the Downtown if approved by the CRA Board of Commissioners.

- 2. Any new development or redevelopment may submit, as a part of an application for IDA, an integrated graphics program indicating the size, location, letter style and colors of signs and banners which are to be constructed on or in conjunction with the development or redevelopment.

☒ Integrated graphics program.

H. NONCONFORMING STANDARDS

- ☐ 1. Applications for a nonconforming building existing on the effective date of this Amended Development Order may be granted if the CRA Board of Commissioners determines that compliance is economically infeasible and constitutes a practical hardship, provided the CRA Board of Commissioners determines that the application complies with the requirements of Paragraph 2(4).
- ☒ 2. Nonconforming uses and nonconforming structures may continue provided that the structure is not enlarged or expanded, to increase the nonconformity.
- ☐ 3. If a nonconforming use of land ceases or is discontinued for a period of more than six months, the land shall thereafter be used in accordance with this Amended Development Order.
- ☐ 4. If a nonconforming use of a building or part of a building ceases or is discontinued for a period of six months or more, the building or part of the building shall thereafter be used in accordance with this Amended Development Order, except where the use is nonconforming only because of insufficient off-street parking in which case the use or another use can be reestablished regardless of the fact that the use has ceased or been discontinued for a period of six months as provided in Paragraph 2(4) (b)1.a. of this Amended Development Order.
- ☐ 5. If a building or structure in which there is a nonconforming nonresidential use is damaged by fire, flood, explosion, collapse, wind, war or other catastrophe to such an extent that the cost of repair or reconstruction will exceed fifty percent (50%) of the fair market value of the building or structure, it shall not be again used or repaired or reconstructed for any use except one permitted as a new use.
- ☒ 6. If any nonconforming nonresidential building or structure is damaged by fire, flood, explosion, collapse, wind, war or other catastrophe to such an extent that the cost of repair or reconstruction will exceed fifty percent (50%) of the fair market value of the building or structure, it shall not be again used or repaired or reconstructed except as a conforming building or structure.
- ☒ 7. If any residential building located in a residential district is damaged by catastrophe, the building may be repaired or reconstructed and used to house no greater than the number of dwelling units and no greater than the square footage or total living area in existence in the building prior to the damage, regardless of the extent of the damage, unless the regulations then in effect permit a greater number of dwelling units. Reconstructed structures shall be subject to the applicable fire and building codes at the time of the issuance of building permits for the reconstruction.

CITY OF BOCA RATON – DEVELOPMENT SERVICES

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

- (i) create, or form the basis of, a claim of estoppel, vested rights, detrimental reliance, or entitlement of any type or nature,
- (ii) create a presumption that a Submission is complete or consistent with any City Code, requirement, or policy, or
- (iii) serve as an assurance, guarantee or entitlement that a Submission will be reviewed, processed, or considered at all or in any specific manner (or further reviewed, processed or considered).

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

Project Property Address(es): 101 E. Palmetto Park Road

Project Parcel Control Number(s): 06-43-47-20-28-000-0371

DISCLOSURE OF OWNERSHIP INTERESTS – PROPERTY and *APPLICANT

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

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

STATE OF FLORIDA COUNTY
OF PALM BEACH

AS TO PROPERTY OWNER:

BEFORE ME, the undersigned authority, this day personally appeared Arthur B. D'Almeida, hereinafter referred to as "Affiant One," who being by me first duly sworn, under oath, deposes and states as follows:

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

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

105 E. Palmetto Park Road

Boca Raton, FL 33432

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

AS TO APPLICANT:

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

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

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

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

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

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

CITY OF BOCA RATON – DEVELOPMENT SERVICES

FURTHER AFFIANT ONE SAYETH NAUGHT.

EAST OCEAN AVENUE, LLC

By: Arthur B. D'almeida

Arthur B. D'almeida, Affiant One

(Print Affiant One Name)

The foregoing instrument was acknowledged before me this 27 day of June,
2024, by Arthur B. D'almeida ☒ who is personally known
to me or ☐ who has produced _____ as
identification and who did take an oath.

Stacy Candia
Notary Public



(Print Notary Name)

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: _____

CITY OF BOCA RATON – DEVELOPMENT SERVICES

EXHIBIT “A”

PROPERTY

EXHIBIT "B"

DISCLOSURE OF OWNERSHIP INTERESTS - PROPERTY

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

Name

Address

EXHIBIT “C”

DISCLOSURE OF OWNERSHIP INTERESTS - APPLICANT

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

Name	Address

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

- (i) create, or form the basis of, a claim of estoppel, vested rights, detrimental reliance, or entitlement of any type or nature,
- (ii) create a presumption that a Submission is complete or consistent with any City Code, requirement, or policy, or
- (iii) serve as an assurance, guarantee or entitlement that a Submission will be reviewed, processed, or considered at all or in any specific manner (or further reviewed, processed or considered).

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

Project Property Address(es): 101 E. Palmetto Park Road

Project Parcel Control Number(s): 06-43-47-20-28-000-0371

AUTHORIZED AGENT FORM

I, Arthur B. D'almeida, Manager of
East Ocean Avenue, LLC as owner of 101 E. Palmetto Park Road
(print name of owner) (print property address)

do hereby authorize Ele Zachariades, Miskel Backman, LLP to act as my agent in
(print name of authorized agent)
representing and/or submitting development applications to the City of Boca Raton. I understand that I am the owner of record responsible for the development applications submitted by my agent referenced above. I further understand that each time my agent submits and application or signs any required documents, that the individual must exhibit this authorization form at the discretion of the Planning and Zoning Staff.

(Continued on next page)

The Owner's Signature Is To Be Notarized

EAST OCEAN AVENUE, LLC


(Owner's Signature) Arthur B. D'almeida, Manager

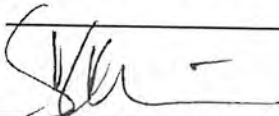
(Date)

June 27, 2024

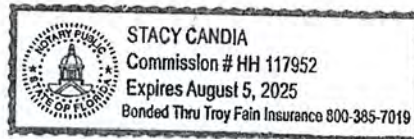
STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me on this 27 day of June,
2024. By Arthur B. D'almeida, who is personally known to me () or has provided
the following identification _____.

Notary Public Signature: 

Notary Public Stamp Here:



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

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Project Property Address(es): 101 E. Palmetto Park Road

Project Parcel Control Number(s): 06-43-47-20-28-000-0371

AUTHORIZED AGENT FORM

I, Francis M. D'almeida as owner of 101 E. Palmetto Park Road
(print name of owner) (print property address)

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

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

(Continued on next page)

The Owner's Signature is To Be Notarized

Francis M. D'almeida
(Owner's Signature) Francis M. D'almeida

11/6/24
(Date)

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me on this 6th day of November, 2024. By Francis D'almeida, who is personally known to me () or has provided the following identification _____.

Notary Public Signature: _____

Notary Public Stamp Here:





PLAN DETAILED REPORT PZCRP-2024-00007 FOR CITY OF BOCA RATON

Plan Type: Individual Development Approval (Downtown) **Project:** **App Date:** 11/01/2024
Work Class: Individual Development Approval **District:** Boca Raton **Exp Date:** 12/01/2024
Status: In Review **Square Feet:** 0.00 **Completed:** NOT COMPLETED
Valuation: \$0.00 **Assigned To:** Claudia Sterling **Approval**
Description: 101 EAST PALMETTO (CRP-24-02) **Expire Date:**

Parcel: 06434720280000371 Main	Address: 101 E Palmetto Park Rd Boca Raton, FL 33432	Zone: 1(1) DDRI(DDRI) X(X)
	101 E Palmetto Park Rd Boca Raton, FL 33432	
	101 E Palmetto Park Rd Main Boca Raton, FL 33432	

Escrow Account Holder Arthur D'Almeida 105 E Palmetto Park Rd Boca Raton, FL 33432 Business: 5613684674	Representative MISKEL BACKMAN, LLP KELLY QUINN 14 SE 4TH ST #36 BOCA RATON, FL 33432	Representative Ele Zachariades 14 SE 4th Street Suite 36 Suite 36 Boca Raton, FL 33432 Home: (561) 650-8573 Business: (561) 405-3349 Mobile: (561) 650-8573	Applicant ARTHUR D'ALMEIDA ARTHUR D'ALMEIDA 105 E PALMETTO PARK RD BOCA RATON, FL 33432 Home: 5613927700 Business: 5613684756
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Property Owner
ARTHUR D'ALMEIDA
ARTHUR D'ALMEIDA
105 E PALMETTO PARK RD
BOCA RATON, FL 33432
Home: 5613927700
Business: 5613684756

Invoice No.	Fee	Fee Amount	Amount Paid
INV-00072988	Graphics	\$50.00	\$50.00
	Square Footage (IDA Downtown)	\$4,000.00	\$4,000.00
	CAB Formal Recommendation Hearing (IDA)	\$150.00	\$150.00
	Non-IDG Urban Design Review Admin Processing Fee	\$225.00	\$225.00
	Public Notice Fee - Two Public Hearings- Downtown	\$550.00	\$550.00
	Technical Deviation (Ord. 4035)	\$2,620.00	\$2,620.00
	Conversion of Land Uses within Sub-area	\$1,300.00	\$1,300.00
Total for Invoice INV-00072988		\$8,895.00	\$8,895.00
Grand Total for Plan		\$8,895.00	\$8,895.00

**NOTICE OF PUBLIC HEARING
THE PLANNING AND ZONING BOARD
City of Boca Raton, Florida hereby gives notice:
6:00 P.M. on October 15, 2026**

**Police Administration and Training/ Fire Rescue Administration
6500 Congress Avenue, Boca Raton, FL 33487**

**Recommendation to the Community Redevelopment
Agency regarding:**

Consideration of an Individual Development Approval (IDA) of the Boca Raton Community Redevelopment Agency for the "101 E Palmetto" project on approximately 0.24 acres generally located at 101 East Palmetto Park Road to authorize, in an existing 8,235 square foot two (2) story building classified as Retail (High), a change in use of 2,555 square feet from Retail (High) to Office on the second floor, along with site improvements including the construction of a new 2,382 square foot outdoor courtyard space and a new 550 square foot outdoor customer seating area (for a new 2,544 square foot restaurant on the first floor, which will also include 1,272 square feet of indoor customer service area), together with a technical deviation from Paragraph 2(4)(b)1 of the DDRI Development Order, to reduce the required number of off-street parking spaces by 27 parking spaces, and including a conversion of uses; providing for repealer; providing an effective date.



If you have any questions regarding this matter, please email the project planner, Jacob German, via email at: jgerman@myboca.us

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

NOTICE: If you decide to appeal any final action on the above-referenced application(s), you will need a record of the proceedings and, for such purposes, you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This NOTICE is required by State Law. If you desire a verbatim transcript, you shall have the responsibility, at your own cost, to arrange for the transcript.

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

AGENDA ITEM ROUTING SHEET

10/14/2026

TYPE OF DOCUMENT

Resolution

CRP-24-02

DESCRIPTION

101 E. Palmetto Park Rd

Routing

No	Department
1	Development Svs.

No	Department
A	City Clerk
B	OMB
C	Deputy City Mgr
D	City Attorney
E	City Manager
F	City Clerk Final

Origin Of Request

Development Svs.

Primary Contact

Jacob German

Ext.

7783

Advertising Requirements

10-day mailing/sign/website

Section

CRA QJPH

Desired Meeting Date

10/26/2026

Public Hearing Dates

Attorney Due Date

10/09/2026